

# MORROW COUNTY BOARD OF COMMISSIONERS MEETING AGENDA

Wednesday, June 8, 2022 at 9:00 a.m.

Bartholomew Building Upper Conference Room

110 N. Court St., Heppner, Oregon

See Zoom Meeting Information on Page 2

**AMENDED**

1. **Call to Order and Pledge of Allegiance: 9:00 a.m.**
2. **City/Citizen Comments:** Individuals may address the Board on issues not on the agenda
3. **Open Agenda:** The Board may introduce subjects not already on the agenda
4. **Consent Calendar**
  - a. Approve Accounts Payable & Payroll Payables
  - b. USDA APHIS Wildlife Services Cooperative Agreement #22-7341-5126-RA
  - c. Oregon Water Resources Department Intergovernmental Agreement for Assistant Watermaster Services
  - d. Tidewater Addition Subdivision Plat – Located inside Boardman City Limits
  - e. Ramandee Subdivision Plat – Located inside Boardman City Limits
  - f. Barnett & Moro Representation Letter
5. **Business Items**
  - a. Broadband Fellowship – Broadband Action Team (Commissioner Lindsay)
  - b. Century West Engineering Agreement and Authorization for Engineering Consulting Services, Lexington Airport Taxiway D Reconstruction Design (Sandi Pointer)
  - c. Letter of Support – LimitBid’s USDA Meat and Poultry Processing Expansion Program Grant Application
  - d. Fiscal Year 2021 Close-Out of Oregon Health Authority Intergovernmental Agreement #159824 for the Financing of Public Health Services (Robin Canaday)
  - e. Order No. R-2022-10: Consolidating the Bylaws of the Special Transportation Fund Advisory Committee and the Statewide Transportation Fund Advisory Committee; and Approving Membership Roster (Katie Imes)
  - f. Morrow County Tourism Consultant Bi-Annual Report (Karie Walchli)
  - g. 2020 Ballot Measure 109 – Authorized the manufacture and use of psilocybin products. Jurisdictions opt-in unless the Board refers the matter to voters at the next general election (Tamra Mabbott)
6. **Department Reports**
  - a. Planning Department Monthly Report (Tamra Mabbott)
  - b. Treasurer’s Monthly Report (Jaylene Papineau)
7. **Correspondence**
8. **Commissioner Reports**
9. **Sign documents**
10. **Adjournment**

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

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

Pursuant to ORS 192.640, this agenda includes a list of the principal subjects anticipated to be considered at the meeting; however, the Board may consider additional subjects as well. This meeting is open to the public and interested citizens are invited to attend. Executive sessions are closed to the public; however, with few exceptions and under specific guidelines, are open to the media. The Board may recess for lunch depending on the anticipated length of the meeting and the topics on the agenda. If you have anything that needs to be on the agenda, please notify the

Board office before noon of the preceding Friday. If something urgent comes up after this publication deadline, please notify the office as soon as possible. If you have any questions about items listed on the agenda, please contact Darrell J. Green, County Administrator at (541) 676-2529.

### **Zoom Meeting Information**

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

**PASSWORD: 97836**

Meeting ID: 541-676-2546

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

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



**AGENDA ITEM COVER SHEET**  
Morrow County Board of Commissioners  
(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: Darrell Green  
Department: Administration  
Short Title of Agenda Item:  
(No acronyms please)

Date submitted to reviewers: 5/24/2022  
Requested Agenda Date: 6/08/2022

USDA APHIS Wildlife Services Cooperative Agreement 22-7341-5126-RA

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

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

N/A

**Purchase Pre-Authorizations, Contracts & Agreements**

Contractor/Entity: **USDA APHIS Wildlife Services**

Contractor/Entity Address: **6035 NE 78th Ct., Suite 100, Portland, OR 97218**

Effective Dates – From: **7/01/2022**

Through: **6/30/2023**

Total Contract Amount: **\$67,800.00**

Budget Line: **101-199-5-50-5115 Wildlife Services**

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

Reviewed By:

_____	DATE	Department Director	Required for all BOC meetings
Darrell J Green	5/24/2022	Administrator	Required for all BOC meetings
Justin Nelson email	5/24/2022	County Counsel	*Required for all legal documents
_____	DATE	Finance Office	*Required for all contracts; other items as appropriate.
_____	DATE	Human Resources	*If appropriate

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

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

---

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

The United States Department of Agriculture (USDA), Animal and Plant Health Inspection Services, Wildlife Services (APHIS-WS) is offering a Cooperative Service Agreement with the objective to provide professional wildlife management assistance to reduce or manage damage caused by predatory animals and other nuisance wildlife to protect property and human health and safety.

The specific goals are;

- 1) To provide direct assistance for Morrow County from wildlife conflicts or damage.
- 2) To provide direct assistance in the form of educational information.

**2. FISCAL IMPACT:**

Wildlife Services GL 101-199-5-50-5115. The budget committee approved appropriations for fiscal year 2022-2023 in the amount of \$61,800.00.

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

Motion to approve USDA APHIS-WS work and financial plan for July 1, 2022 to June 30, 2023 in the amount of \$61,800.00 and have Chair Doherty sign on behalf of the County

Attach additional background documentation as needed.

**USDA APHIS WILDLIFE SERVICES  
WORK AND FINANCIAL PLAN**

---

**COOPERATOR:** MORROW COUNTY  
**COOPERATIVE AGREEMENT NO.:** 22-7341-5126-RA  
**ACCOUNT WBS:** AP.RA.RX41.73.0535  
**AGREEMENT DATES:** July 1, 2022 – June 30, 2023  
**AGREEMENT AMOUNT:** \$61,800.00

---

Pursuant to Cooperative Service Agreement No. 18-7341-5126-RA between Morrow County and the United States Department of Agriculture, Animal and Plant Health Inspection Service, Wildlife Services (APHIS-WS), this Work and Financial Plan defines the objectives, plan of action, resources, and budget for cooperative wildlife services program.

**OBJECTIVES/GOALS**

APHIS-WS objective is to provide professional wildlife management assistance to reduce or manage damage caused by coyotes, predatory animals, and other nuisance wildlife to protect property and human health and safety.

Specific goals are:

1. To provide direct assistance for Morrow County from wildlife conflicts or damage.
2. To provide direct assistance in the form of educational information.

**PLAN OF ACTION**

The objectives of the wildlife damage management program will be accomplished in the following manner:

1. APHIS-WS will provide technical assistance and or direct management at times and locations for where it is determined there is a need to resolve problems caused by wildlife. Management efforts will be directed towards specific offending individuals or local groups of animals. Method selection will be based on an evaluation of selectivity, humaneness, human safety, effectiveness, legality, and practicality.  
  
Technical Assistance: Wildlife Services' personnel may provide verbal or written advice, recommendations, information, demonstrations, or training to use in managing wildlife damage problems. Generally, implementation of technical assistance recommendations is the responsibility of the resource/property owner.  
  
Direct Management: Direct management is usually provided when the resource/property owner's efforts have proven ineffective and or technical assistance alone is inadequate. Direct management methods/techniques may include trap equipment, shooting, and other methods as mutually agreed upon.
2. APHIS-WS District Supervisor, Shane Koyle, in La Grande, Oregon, will supervise this project, (541) 963-7947. This project will be monitored by Jeffrey B. Flores, State Director, in Portland, Oregon, (971) 334-6151.
3. APHIS-WS will invoice Morrow County monthly for actual costs incurred in providing service, not to exceed \$61,800.00, provided there are billable expenses posted at the time of billing for the month of service. In some cases, the work is done during the period of performance, but expenses post outside of the agreement end date, resulting in a final invoice one month after the period of performance has ended.
4. In accordance with the Debt Collection Improvement Act (DCIA) of 1996, bills issued by APHIS-WS are due and payable within 30 days of the invoice date. The DCIA requires that all debts older than 120 days be forwarded to debt collection centers or commercial collection agencies for more aggressive action. Debtors have the option to verify, challenge and compromise claims, and have access to administrative appeals procedures which are both reasonable and protect the interests of the United States.

**PROCUREMENT**

Morrow County understands that additional supplies and equipment may need to be purchased under this agreement to replace consumed, damaged, or lost supplies/equipment. Any items remaining at the end of the agreement will remain in the possession of APHIS-WS.

**STIPULATIONS AND RESTRICTIONS:**

1. All operations shall have the joint concurrence of APHIS-WS and Morrow County, and shall be under the direct supervision of APHIS-WS. APHIS-WS will conduct the program in accordance with its established operating policies and all applicable state and federal laws and regulations.
2. APHIS-WS will cooperate with the Oregon Department of Fish and Wildlife, the U.S. Fish and Wildlife Service, Oregon Department of Transportation, Oregon Fire marshal's Office, county and local city governments, and other entities to ensure compliance with Federal, State, and local laws and regulations.
3. Wildlife Damage Management: A Work Initiation Document for Wildlife Damage Management (WS Form 12A), a Work Initiation Document for Wildlife Damage Management – Multiple Resource Owners (WS Form 12B) or a Work Initiation Document for Management of Wildlife Damage on Urban Properties (WS Form 12C) will be executed between APHIS-WS and the landowner, lessee, or administrator before any APHIS-WS work is conducted.

**COST ESTIMATE FOR SERVICES:**

Salary, including possible overtime, benefits, vehicle, supplies, and material costs are charged at actual cost. The distribution of the budget for this work plan may vary as necessary to accomplish the purpose of this Agreement.

**AUTHORIZATION:**

Morrow County  
PO Box 867  
Heppner, OR 97836

\_\_\_\_\_  
Representative, Morrow County  
TIN# 93-6002308

\_\_\_\_\_  
Date

UNITED STATES DEPARTMENT OF AGRICULTURE  
ANIMAL AND PLANT HEALTH INSPECTION SERVICE  
WILDLIFE SERVICES

\_\_\_\_\_  
Jeffrey B. Flores, State Director, Oregon

\_\_\_\_\_  
Date

\_\_\_\_\_  
Keith Wehner, Director, Western Region

\_\_\_\_\_  
Date

**FINANCIAL PLAN**

For the disbursement of funds from

Morrow - County

to

USDA APHIS Wildlife Services

for

Predator Management: coyote, bear, cougar etc.

from

7/1/2022

to

6/30/2023

Cost Element	Cost to Cooperator	Cost Share (Paid by Federal and State)	Full Cost
Personnel Compensation	\$ 35,520.87	\$ 28,957.50	\$ 64,478.37
Travel	\$ -	\$ -	\$ -
Vehicles	\$ 5,430.54	\$ 3,217.50	\$ 8,648.04
Other Services	\$ 4,620.00	\$ -	\$ 4,620.00
Supplies and Materials	\$ 3,032.61	\$ -	\$ 3,032.61
Equipment	\$ -	\$ -	\$ -

Subtotal (Direct Charges)	\$ 48,604.01	\$ 32,175.00	\$ 80,779.01
---------------------------	--------------	--------------	--------------

Pooled Job Costs	11.00%	\$ 5,346.44	\$ 5,346.44
Indirect Costs	16.15%	\$ 7,849.55	\$ 7,849.55
Aviation Flat Rate Collection		\$ -	\$ -
<b>Agreement Total</b>		<b>\$ 61,800.00</b>	<b>\$ 93,975.00</b>

The distribution of the budget from this Financial Plan may vary as necessary to accomplish the purpose of this agreement but may not exceed: \$61,800.00. The Cost Share amount is \$32,175.00. This is an estimate based on available State and Federal funding and may be adjusted accordingly.



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

Date submitted to reviewers: 6/3/2022
Requested Agenda Date: 6/8/2022

Oregon Water Resource Department Intergovernmental Agreement

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

Contractor/Entity: Oregon Water Resource Department
Contractor/Entity Address: 725 Summer Street NE Suite A, Salem OR 97301-1271
Effective Dates - From: July 1, 2022 Through: June 30, 2023
Total Contract Amount: \$12,200 Budget Line: 101-199-5-50-5166
Does the contract amount exceed \$5,000? [X] Yes [ ] No

Reviewed By:

Department Director Required for all BOC meetings
Darrell J Green 6/3/2022 Administrator Required for all BOC meetings
County Counsel \*Required for all legal documents
Finance Office \*Required for all contracts; other items as appropriate.
Human Resources \*If appropriate
\* Allow 1 week for review (submit to all simultaneously). When each office has notified the submitting department of approval, then submit the request to the BOC for placement on the agenda.

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

# AGENDA ITEM COVER SHEET

Morrow County Board of Commissioners

(Page 2 of 2)

---

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

During our Budget Hearings in May, the Budget Committee approved appropriating \$12,200.00 to Oregon Water Resources Department (OWRD) to fund the cost of one Assistant Watermaster to perform work in the Umatilla Basin located in Morrow County.

Additional information about the work performed can be located in Exhibit A of the Intergovernmental Agreement (IGA) which is included in the packet. Also included in the packet is the IGA for the upcoming fiscal year and last year's IGA. Both IGAs are the same except the dates have been changed to reflect the term of the IGA.

## **2. FISCAL IMPACT:**

\$12,200 GL 101-199-5-50-5166

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

Motion to approve the Intergovernmental Agreement between Morrow County and the Oregon Water Resource Department and have the Chair sign on behalf of Morrow County.

Attach additional background documentation as needed.

**INTERGOVERNMENTAL AGREEMENT**  
Umatilla Basin Assistant Watermaster Program

This agreement is between the **Oregon Water Resources Department**, (hereafter called the "Department") and **Morrow County**, (hereafter called the "County"). The purpose of this Agreement is to fund the costs of one Assistant Watermaster to perform work in that portion of Morrow County that is in the Umatilla Basin. These costs include but are not limited to salary, benefits and other payroll expenses (OPE), supplies, and I/T services. There is a **separate agreement with Umatilla County so that county can cover its portions of the program-related costs for the same period.**

1. Term of Agreement

The period of this agreement shall be from **July 1, 2022 to June 30, 2023.**

2. Statement of Work

The Department agrees to provide watermaster services, hereby referred to as Work and generally described in ORS Chapter 540.045 and related Oregon Administrative Rules which services are specifically provided by the Assistant Watermaster for the Umatilla River basin.

3. Consideration

The Department shall bill County a total amount of **\$12,220.00** for performance of this agreement. Invoicing and payment details are specified in Exhibit A.

4. Subcontracts

The Department may enter into subcontracts for any of the work scheduled under this agreement without obtaining prior written approval from the County.

5. Amendments

The terms of this agreement shall not be waived, altered, modified, supplemented, or amended, in any manner whatsoever, except by written instrument signed by both parties.

6. Termination

A. This agreement may be terminated by mutual consent of both parties.

B. The Department may terminate this agreement effective upon delivery of

**WRD 21 117**

written notice to the County, or at such other date as may be established by the Department under any of the following conditions:

1. If the Department funding is not secured and continued at levels sufficient to allow for the continuation of the assistant watermaster program, when possible, and when agreed upon, the contract may be modified to accommodate a reduction in funds.
2. If federal or state regulations or guidelines are modified or changed in such a way that the services are no longer allowable or appropriate for purchase under the agreement.
3. If the County fails to provide funds as specified herein, or so fails to comply with other provisions of this agreement to endanger performance of this agreement in accordance with its terms, and after receipt of written notice from the Department, fails to correct such failures within thirty (30) days or such longer period as the Department may authorize.

7. Funds Available and Authorized

The County certifies at the time the agreement is approved that sufficient funds are available and authorized for expenditure to finance costs of this Agreement with the County's current appropriation and limitation.

8. Captions

The captions or headings in this agreement are for convenience only and in no way define, limit or describe the scope or intent of any provisions of this agreement.

9. Representations and Warranties

Department has the skill and knowledge possessed by well-informed members of its industry, trade and profession and Department will apply that skill and knowledge with care and diligence to perform Services in a professional manner and in accordance with standards prevalent in Department's industry, trade or profession.

**WRD 21 117**

10. Indemnity

EACH PARTY SHALL DEFEND, SAVE, HOLD HARMLESS, AND INDEMNIFY THE OTHER PARTY AND THE OTHER PARTY'S AGENCIES, SUBDIVISIONS, OFFICERS, DIRECTORS, EMPLOYEES AND AGENTS FROM AND AGAINST ALL CLAIMS, SUITS, ACTIONS, LOSSES, DAMAGES, LIABILITIES, COSTS AND EXPENSES OF ANY NATURE WHATSOEVER ("CLAIMS"), INCLUDING ATTORNEY FEES, RESULTING FROM, ARISING OUT OF, OR RELATING TO THE ACTS OR OMISSIONS OF THE INDEMNIFYING PARTY'S OFFICERS, EMPLOYEES, SUBCONTRACTORS, OR AGENTS UNDER THIS AGREEMENT. ANY INDEMNITY BY THE DEPARTMENT UNDER THIS SECTION SHALL BE SUBJECT TO THE LIMITATIONS OF ARTICLE XI, SECTION 7, OF THE OREGON CONSTITUTION AND THE OREGON TORT CLAIMS ACT, ORS 30.260 TO 30.300. ANY INDEMNITY BY THE COUNTY UNDER THIS SECTION SHALL BE SUBJECT TO THE LIMITATIONS OF ARTICLE XI, SECTION 10, OF THE OREGON CONSTITUTION AND THE OREGON TORT CLAIMS ACT, ORS 30.260 TO 30.300.

11. Access to Records

The Department, the Secretary of State's Office of the State of Oregon, the Federal Government, and their duly authorized representatives shall have access to the books, documents, papers, and records not otherwise privileged under law, which are directly pertinent to the specific agreement for the purpose of making audit, examination, excerpts, and transcript.

12. Nondiscrimination

The parties each agree to comply with all applicable requirements of federal and state civil rights and rehabilitation statutes, rules and regulations.

13. Merger Clause

This agreement constitutes the entire agreement between the parties. No waiver, consent, modification or change of terms of this agreement shall bind either party unless in writing and signed by both parties. Such waiver, consent, modification or change, if made, shall be effective only in the specific instance and for the specific purpose given. There are no understandings, agreements, or representations, oral or written, not specified wherein regarding this agreement. The county, by the signature below of its authorized representative, hereby acknowledges to have read this agreement, understands it and agrees to be bound by its terms and conditions.

14. County Data

**WRD 21 117**

Project Contact: Roberta Lutcher  
Organization: **Morrow County**  
Address: PO Box 788  
Heppner, OR 97836  
Phone: 541-676-2529  
Email Address: [rlutcher@co.morrow.or.us](mailto:rlutcher@co.morrow.or.us)

15. Department Data

Project Officer: **Chris Kowitz**  
Organization: Oregon Water Resources Department  
Address: 116 SE Dorion Ave  
Pendleton, OR 97801  
Phone: 541- 278-5456

16. Signatures

County: \_\_\_\_\_ /  
Signature Date

Title: Chair, Morrow County Board of Commissioners  
Address: PO Box 788  
Heppner, OR 97836

Department: \_\_\_\_\_ /  
Signature Date

**Lisa Snyder** - Administrator  
Administrative Services Division  
Oregon Water Resources Department  
725 Summer Street NE  
Suite A  
Salem, OR 97301-1271

EXHIBIT A

County: Morrow County.

- a. Payment for all work performed under this contract shall be subject to the provisions of ORS 293.462 and shall not exceed the maximum sum of \$12,220.00 including any travel and other expense reimbursement.

Both parties acknowledge that other agreements may exist under the Assistant Watermaster program but such agreements are separate to this Agreement.

- b. Department

The Department shall perform work that includes:

1. Research and interpret water rights; court decrees; well logs; Oregon Revised Statutes; Oregon Administrative Rules; legal descriptions for ownership records; and historical hydrologic data for public, private agencies, water users and governmental groups such as tribal, local, state and federal agencies to facilitate water resource management activities in Watermaster District 5 to assure compliance with Oregon State water law.
2. Perform field flow measurements (wading, cable way, bridge crane) of waterways including streams, rivers, irrigation canals and ditches, utilizing hydrologic data instruments such as Flow Trackers, AA Price or Pygmy Current meters to calculate the amount of water and to establish the relationship between flow elevation and quantity.
3. Conduct maintenance and operation of waterway gaging stations. Examine and record electronic and manual gaging equipment data to provide a continuous record of water availability at specific sites for daily and emergency management and distribution of water resources.
4. Utilize flow measurements and gaging station data to determine water availability for development and promotion of water management actions. Read flow meters and perform static water level measurements in wells.
5. Resolve problems associated with water distribution, dam safety and well construction sometimes under emergency, hostile and/or dangerous conditions.
6. Interact with and inform agencies, groups and individuals in a public forum, to promote public relations and beneficial water management practices using Oregon Revised Statutes and WRD policies and programs.

**WRD 21 117**

7. Distribute available water during times of shortage according to relative priority dates of water right holders, Water Resource Department (WRD) policies and procedures.
8. Daily documentation of activities and violations observed in the field and initiate appropriate enforcement action in compliance with Oregon State Water Laws.
9. Testify during legal proceedings in support of enforcement or other water related issues.
10. Conduct water development loan, dam safety, and well construction inspections.
11. Conduct surveys of surface and groundwater measurement devices to monitor water use and availability. Enforce appropriate state statutes to ensure compliance.
12. Compile and organize data in report form for the public and/or governmental agencies.
13. Assist in updating and development of water management plans.
14. Responsible for maintenance and updating records of water rights and well logs.
15. Select sites, assist in and supervise the construction of headgates, flow meters and measurement devices.
16. Send invoice for the total agreement amount of **\$12,220.00** to the County. The invoicing schedules shall be as follows:

Invoice Date	Invoice Period	Invoice Amount
October 1, 2021	July – September 2021	\$3,055.00
January 1, 2022	October – December 2021	\$3,055.00
April 1, 2022	January – March 2022	\$3,055.00
July 1, 2022	April – June 2022	\$3,055.00
Total		\$12,220.00

**WRD 21 117**

c. **Morrow County**

County shall fund the Assistant Watermaster for the Umatilla Basin. Upon receiving an invoice from the Department, County shall pay such invoice within 30 days. The Department shall perform the work as described above.

d. **Deliverables**

By March 5, 2023, the Department shall present a summary of the activities and accomplishments during the period of July 1, 2022 to February 28, 2023.

**INTERGOVERNMENTAL AGREEMENT**  
Umatilla Basin Assistant Watermaster Program

This agreement is between the **Oregon Water Resources Department**, (hereafter called the "Department") and **Morrow County**, (hereafter called the "County"). The purpose of this Agreement is to fund the costs of one Assistant Watermaster to perform work in that portion of Morrow County that is in the Umatilla Basin. These costs include but are not limited to salary, benefits and other payroll expenses (OPE), supplies, and I/T services. There is a **separate agreement with Umatilla County so that county can cover its portions of the program-related costs for the same period.**

1. Term of Agreement

The period of this agreement shall be from **July 1, 2021** to **June 30, 2022**.

2. Statement of Work

The Department agrees to provide watermaster services, hereby referred to as Work and generally described in ORS Chapter 540.045 and related Oregon Administrative Rules which services are specifically provided by the Assistant Watermaster for the Umatilla River basin.

3. Consideration

The Department shall bill County a total amount of **\$12,220.00** for performance of this agreement. Invoicing and payment details are specified in Exhibit A.

4. Subcontracts

The Department may enter into subcontracts for any of the work scheduled under this agreement without obtaining prior written approval from the County.

5. Amendments

The terms of this agreement shall not be waived, altered, modified, supplemented, or amended, in any manner whatsoever, except by written instrument signed by both parties.

6. Termination

A. This agreement may be terminated by mutual consent of both parties.

B. The Department may terminate this agreement effective upon delivery of

**WRD 21 029**

written notice to the County, or at such other date as may be established by the Department under any of the following conditions:

1. If the Department funding is not secured and continued at levels sufficient to allow for the continuation of the assistant watermaster program, when possible, and when agreed upon, the contract may be modified to accommodate a reduction in funds.
2. If federal or state regulations or guidelines are modified or changed in such a way that the services are no longer allowable or appropriate for purchase under the agreement.
3. If the County fails to provide funds as specified herein, or so fails to comply with other provisions of this agreement to endanger performance of this agreement in accordance with its terms, and after receipt of written notice from the Department, fails to correct such failures within thirty (30) days or such longer period as the Department may authorize.

7. Funds Available and Authorized

The County certifies at the time the agreement is approved that sufficient funds are available and authorized for expenditure to finance costs of this Agreement with the County's current appropriation and limitation.

8. Captions

The captions or headings in this agreement are for convenience only and in no way define, limit or describe the scope or intent of any provisions of this agreement.

9. Representations and Warranties

Department has the skill and knowledge possessed by well-informed members of its industry, trade and profession and Department will apply that skill and knowledge with care and diligence to perform Services in a professional manner and in accordance with standards prevalent in Department's industry, trade or profession.

10. Indemnity

EACH PARTY SHALL DEFEND, SAVE, HOLD HARMLESS, AND INDEMNIFY THE OTHER PARTY AND THE OTHER PARTY'S AGENCIES, SUBDIVISIONS, OFFICERS, DIRECTORS, EMPLOYEES AND AGENTS FROM AND AGAINST ALL CLAIMS, SUITS, ACTIONS, LOSSES, DAMAGES, LIABILITIES, COSTS AND EXPENSES OF ANY NATURE WHATSOEVER ("CLAIMS"), INCLUDING ATTORNEY FEES, RESULTING FROM, ARISING OUT OF, OR RELATING TO THE ACTS OR OMISSIONS OF THE INDEMNIFYING PARTY'S OFFICERS, EMPLOYEES, SUBCONTRACTORS, OR AGENTS UNDER THIS AGREEMENT. ANY INDEMNITY BY THE DEPARTMENT UNDER THIS SECTION SHALL BE SUBJECT TO THE LIMITATIONS OF ARTICLE XI, SECTION 7, OF THE OREGON CONSTITUTION AND THE OREGON TORT CLAIMS ACT, ORS 30.260 TO 30.300. ANY INDEMNITY BY THE COUNTY UNDER THIS SECTION SHALL BE SUBJECT TO THE LIMITATIONS OF ARTICLE XI, SECTION 10, OF THE OREGON CONSTITUTION AND THE OREGON TORT CLAIMS ACT, ORS 30.260 TO 30.300.

11. Access to Records

The Department, the Secretary of State's Office of the State of Oregon, the Federal Government, and their duly authorized representatives shall have access to the books, documents, papers, and records not otherwise privileged under law, which are directly pertinent to the specific agreement for the purpose of making audit, examination, excerpts, and transcript.

12. Nondiscrimination

The parties each agree to comply with all applicable requirements of federal and state civil rights and rehabilitation statutes, rules and regulations.

13. Merger Clause

This agreement constitutes the entire agreement between the parties. No waiver, consent, modification or change of terms of this agreement shall bind either party unless in writing and signed by both parties. Such waiver, consent, modification or change, if made, shall be effective only in the specific instance and for the specific purpose given. There are no understandings, agreements, or representations, oral or written, not specified wherein regarding this agreement. The county, by the signature below of its authorized representative, hereby acknowledges to have read this agreement, understands it and agrees to be bound by its terms and conditions.

**WRD 21 029**

14. County Data

Project Contact: Darrell Green  
Organization: **Morrow County**  
Address: PO Box 788  
Heppner, OR 97836  
Phone: 541-676-2529  
Email Address: [dgreen@co.morrow.or.us](mailto:dgreen@co.morrow.or.us)

15. Department Data

Project Officer: **Chris Kowitz**  
Organization: Oregon Water Resources Department  
Address: 116 SE Dorion Ave  
Pendleton, OR 97801  
Phone: 541- 278-5456

16. Signatures

County:  10-6-2021  
Signature Date

Title: Chair, Morrow County Board of Commissioners  
Address: PO Box 788  
Heppner, OR 97801

Department:  11/30/2021 11:48am  
Signature Date

**Lisa Snyder** - Administrator  
Administrative Services Division  
Oregon Water Resources Department  
725 Summer Street NE  
Suite A  
Salem, OR 97301-1271

**EXHIBIT A**

County: Morrow County,

- a. Payment for all work performed under this contract shall be subject to the provisions of ORS 293.462 and shall not exceed the maximum sum of \$12,220.00 including any travel and other expense reimbursement.

Both parties acknowledge that other agreements may exist under the Assistant Watermaster program but such agreements are separate to this Agreement.

- b. Department

The Department shall perform work that includes:

1. Research and interpret water rights; court decrees; well logs; Oregon Revised Statutes; Oregon Administrative Rules; legal descriptions for ownership records; and historical hydrologic data for public, private agencies, water users and governmental groups such as tribal, local, state and federal agencies to facilitate water resource management activities in Watermaster District 5 to assure compliance with Oregon State water law.
2. Perform field flow measurements (wading, cable way, bridge crane) of waterways including streams, rivers, irrigation canals and ditches, utilizing hydrologic data instruments such as Flow Trackers, AA Price or Pygmy Current meters to calculate the amount of water and to establish the relationship between flow elevation and quantity.
3. Conduct maintenance and operation of waterway gaging stations. Examine and record electronic and manual gaging equipment data to provide a continuous record of water availability at specific sites for daily and emergency management and distribution of water resources.
4. Utilize flow measurements and gaging station data to determine water availability for development and promotion of water management actions. Read flow meters and perform static water level measurements in wells.
5. Resolve problems associated with water distribution, dam safety and well construction sometimes under emergency, hostile and/or dangerous conditions.
6. Interact with and inform agencies, groups and individuals in a public forum, to promote public relations and beneficial water management practices using Oregon

**WRD 21 029**

Revised Statutes and WRD policies and programs.

7. Distribute available water during times of shortage according to relative priority dates of water right holders, Water Resource Department (WRD) policies and procedures.
8. Daily documentation of activities and violations observed in the field and initiate appropriate enforcement action in compliance with Oregon State Water Laws.
9. Testify during legal proceedings in support of enforcement or other water related issues.
10. Conduct water development loan, dam safety, and well construction inspections.
11. Conduct surveys of surface and groundwater measurement devices to monitor water use and availability. Enforce appropriate state statutes to ensure compliance.
12. Compile and organize data in report form for the public and/or governmental agencies.
13. Assist in updating and development of water management plans.
14. Responsible for maintenance and updating records of water rights and well logs.
15. Select sites, assist in and supervise the construction of headgates, flow meters and measurement devices.
16. Send invoice for the total agreement amount of **\$12,220.00** to the County. The invoicing schedules shall be as follows:

Invoice Date	Invoice Period	Invoice Amount
October 1, 2021	July – September 2021	\$3,055.00
January 1, 2022	October – December 2021	\$3,055.00
April 1, 2022	January – March 2022	\$3,055.00
July 1, 2022	April – June 2022	\$3,055.00
Total		\$12,220.00

**WRD 21 029**

c. **Morrow County**

County shall fund the Assistant Watermaster for the Umatilla Basin. Upon receiving an invoice from the Department, County shall pay such invoice within 30 days. The Department shall perform the work as described above.

d. **Deliverables**

By March 5, 2022, the Department shall present a summary of the activities and accomplishments during the period of July 1, 2021 to February 28, 2022.



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: Tamra Mabbott
Department: Planning Department
Short Title of Agenda Item:
(No acronyms please)

Date submitted to reviewers: 6-03-22
Requested Agenda Date: 6-08-22

Signature of Subdivision Plat; property located inside Boardman City Limits

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 Sign Subdivision Plat

N/A

Purchase Pre-Authorizations, Contracts & Agreements

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

Reviewed By:

Tamra Mabbott 6-08-22 Department Director

Required for all BOC meetings

Signature 6/3/22 Administrator

Required for all BOC meetings

County Council

\*Required for all legal documents

Finance Office

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

Human Resources

\*If appropriate

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

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

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

---

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

According to ORS 92.100(1)(d) subdivision plats must be approved by the governing body of the county.

Dave Baalman, Surveyor with Rogers Surveying, has asked to secure Board of Commissioners signature prior to city signature in order to prevent delays.

Planning Director checked with City Planner to confirm city was supportive. City concurred. See attached email.

**2. FISCAL IMPACT:**

NA

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

Approve Subdivision Plat.

Attach additional background documentation as needed.

**Tamra Mabbott**

---

**From:** Carla McLane <mclanec@cityofboardman.com>  
**Sent:** Thursday, June 2, 2022 9:39 AM  
**To:** Tamra Mabbott; 'dbaalman@rogerssurveying.com'  
**Cc:** Darrell Green  
**Subject:** RE: Tide Water plat

**STOP and VERIFY This message came from outside of Morrow County Gov**

---

Tamra,  
Good morning!

Yes do please move forward with the Board's signatures on the plat. We are waiting for a couple of items to come in from the applicant before we sign. By changing up the order for signatures we are keeping the plat moving forward.

Thanks for the inquiry.  
Carla

**From:** Tamra Mabbott <tmabbott@co.morrow.or.us>  
**Sent:** Wednesday, June 1, 2022 5:06 PM  
**To:** 'dbaalman@rogerssurveying.com' <dbaalman@rogerssurveying.com>  
**Cc:** Carla McLane <mclanec@cityofboardman.com>; Darrell Green <dgreen@co.morrow.or.us>  
**Subject:** FW: Tide Water plat

Hello Dave – Nice to visit with you.  
As long as city is supportive of county signing the plat first staff could recommend that they sign.

Carla – can you confirm this plat is acceptable and that county signing first is what you are recommending?  
Thank you.  
Tamra

**From:** Dave Baalman <dbaalman@rogerssurveying.com>  
**Sent:** Wednesday, June 1, 2022 4:41 PM  
**To:** Tamra Mabbott <tmabbott@co.morrow.or.us>  
**Subject:** Tide Water plat

**STOP and VERIFY This message came from outside of Morrow County Gov**

---

Per our phone conversation here's the plat as plotted & ready for signatures. I have the landowners' signature, and I'm told that the city is asking that we get the county signature next.

Thank you!

*David P. Baalman PLS CFedS*

**Principal**

**Rogers Surveying Inc., P.S.**

**1455 Columbia Park Trail, Suite 201**

**Richland, WA 99352**

**O: 509.783.4141 D: 509.505.1664**

The information contained in this e-mail message and any attachments may be privileged and confidential. If the reader of this message is not the intended recipient or an agent responsible for delivering it to the intended recipient, you are hereby notified that any review, dissemination, distribution or copying of this communication is strictly prohibited. If you have received this communication in error, please notify the sender immediately by replying to this e-mail and delete the message and any attachments from your computer.



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: Tamra Mabbott
Department: Planning Department
Short Title of Agenda Item:
(No acronyms please)

Date submitted to reviewers: 6-06-22
Requested Agenda Date: 6-08-22

Signature of Subdivision Plat; property located inside Boardman City Limits.
Developer is Ramandeep Suhap

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 Sign Subdivision Plat

N/A

Purchase Pre-Authorizations, Contracts & Agreements

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

Reviewed By:

Tamra Mabbott 6-08-22 Department Director

Required for all BOC meetings

Signature and date 6/6/22 Administrator

Required for all BOC meetings

County Council

\*Required for all legal documents

Finance Office

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

Human Resources

\*If appropriate

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

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

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

---

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

According to ORS 92.100(1)(d) subdivision plats must be approved by the governing body of the county.

Developer Ranandeeep has asked to secure Board of Commissioners signature prior to city signature in order to prevent delays.

Planning Director checked with City Planner to confirm city was supportive. City concurred. See attached email.

See also attached City Staff Report dated May 2021.

**2. FISCAL IMPACT:**

NA

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

Approve Subdivision Plat.

Attach additional background documentation as needed.

# **CITY of BOARDMAN**

## **Community Development**

### **STAFF REPORT**

---

**DATE: May 18, 2021**

**TO: Boardman Planning Commission and all interested parties**

**FROM: Barry C. Beyeler, Community Development Director**

**SUBJECT: Ramandeep Malhi Sub-division Request**

---

On April 21, 2021, the city received a Subdivision request from Ramandeep S. Malhi to subdivide Tax lot # 1900 of Morrow County Tax Map 04N 25E 16BC. This is a 5.01-acre lot which is between SW Willowfork Dr. and SW Wilson Rd. just East of the current fire station. The lot is zoned Multi-Family Subdistrict.

The developer plans to create 15 lots for four-plexes on each lot, for total of 60 living units. The street will access from SW Willowfork Dr. and end in a cul-de-sac prior to SW Wilson Rd. so as to not violate intersection and driveway spacing standards in the Transportation System Plan (TSP).

Relevant Chapters of the BDC which are reviewed during this decision process include Chapter 2.1 – Residential District, Chapter 2.2 – Commercial District, Chapter 2.3 - General Industrial District Chapter 3.1 – Access and Circulation, Chapter 3.2 – Landscaping, Street Trees, Fences and Walls, Chapter 3.3 – Vehicle and Bicycle Parking, Chapter 3.4 – Public Facilities Standards, and Chapter 4.10 - Traffic Impact Study. This staff report will be of the review of the relevant portions of these BDC Chapters to this particular request.

#### **CHAPTER 2.1 – MULTI-FAMILY SUB DISTRICT**

The Multi Family Sub-district is found in §2.1.400 of the BDC. The proposed development is an outright allowable use in this zone. All of the lots are in excess of the 10,000 square foot minimum as they average out to 11,904.48 square feet. The 90 feet street frontages exceed the minimum street frontage of 80 feet. The four lots on the radius of the cul-de-sac are appropriate as the radius is always shorter than the straight lines.

Elevation drawings delivered with the application indicates the detailed design parameters have more than enough elements to meet code standards.

**This application consistent with the provision Chapter 2.1.**

#### **CHAPTER 3.1 – ACCESS AND CIRCULATION**

Chapter 3.1 of the BDC deals with transportation planning, providing both access and circulation patterns for traffic for vehicles, bicycles and pedestrians. Although the supporting street is a longer cul-de-sac than usual, at 619 feet, this is to meet TSP standards for

intersection spacing of roadways and driveway spacing. Maintaining the 20' access easement to the west of the property and may have conflicts, additional easement may be required on lot 1. This access easement is the access too mail delivery for three homes a private delivery via UPS & FEDEX.

This application is consistent with the provisions of Chapter 3.1.

### **CHAPTER 3.2 – LANDSCAPING, STREET TREES, FENCES AND WALLS**

Chapter 3.2 of the BDC entails the regulation of landscaping required, planting of street trees where necessary, and the construction of walls or fences for a development. Fencing should be considered for southernmost and westernmost property lines. The city will be acquiring a waterline easement 5 feet for easternmost lot line o lot 8, and a 5 feet easement for westernmost property line of lot. This would allow for the waterline to be looped and, if fenced, a pedestrian access to the multi-use pathway on Wilson Rd. and to the schools.

This application is consistent with the provisions of Chapter 3.2.

### **CHAPTER 3.3 – VEHICLE AND BICYCLE PARKING**

Chapter 3.3 of the BDC provides required parking for a development and the methodology for computing these requirements. Two off street parking spaces for each living unit is required. Multi-Family Residences shall refer to BDC §3.3.400(1) for bicycle parking requirements.

This application is consistent with the provisions of Chapter 3.3.

### **CHAPTER 3.4 – PUBLIC FACILITIES STANDARDS**

Chapter 3.4 of the BDC is the requirements for connection to city services, such as water, wastewater, stormwater, and the coordination with other utilities. As previously mentioned under fences, the city will be acquiring a waterline easement 5 feet for easternmost lot line o lot 8, and a 5 feet easement for westernmost property line of lot. This would allow for the waterline to be looped and, if fenced, a pedestrian access to the multi-use pathway on Wilson Rd. and to the schools.

This application is consistent with the provisions of Chapter 3.4.

### **CHAPTER 4.10 – TRAFFIC IMPACT STUDY**

Chapter 4.10 provides the conditions and methodology for when a traffic impact study must be performed to service a development. In accordance with BDC §4.10.100(B) the calculated Average Daily Trips (ADT) of 5 per apartment/multi-family unit 300 ADT would not trigger the need for a traffic impact study

This application is consistent with provisions of Chapter 4.10.

## **COMPREHENSIVE PLAN GOALS**

### **GOAL 1 – CITIZEN INVOLVEMENT**

The City of Boardman has posted the property, published in the East Oregonian, and mailed to all required and interested parties, public notice on this request on three separate occasions. First Notice May 4, 2021, for which this staff report is being prepared for hearing on May 26, 2021.

This application has met all of the policies in Chapter 1 of the Comprehensive Plan.

### **GOAL 2 – LAND USE PLANNING**

This application is within the policies of Chapter 2 of the Comprehensive Plan.

### **GOAL 3 – AGRICULTURAL LANDS**

This Chapter does not apply to the City of Boardman.

### **GOAL 4 – FOREST LANDS**

This Chapter does not apply to the City of Boardman.

### **GOAL 5 – NATURAL RESOURCES, SCENIC AND HISTORICAL AREAS, AND OPEN SPACES**

There are no Goal 5 resources identified on this property.

This application is within the policies of Chapter 5 of the Comprehensive Plan.

### **GOAL 6 - AIR, WATER AND LAND RESOURCES QUALITY**

This application is within the policies of Chapter 6 of the Comprehensive Plan.

### **GOAL 7 - AREAS SUBJECT TO NATURAL HAZARDS**

There are no identified natural hazards or policies within the City of Boardman.

### **GOAL 8 – RECREATIONAL NEEDS**

This application is within the policies of Chapter 8 of the Comprehensive Plan.

### **GOAL 9 – ECONOMIC DEVELOPMENT**

This application is well aligned with the policies of Chapter 9 of the Comprehensive Plan.

### **GOAL 10 - HOUSING**

This application is within the policies of Chapter 10 of the Comprehensive Plan.

## **GOAL 11 – PUBLIC FACILITIES AND SERVICES**

This application is within the policies of Chapter 11 of the Comprehensive Plan.

## **GOAL 12 - TRANSPORTATION**

This application is within the policies of Chapter 12 of the Comprehensive Plan.

## **GOAL 13 – ENERGY CONSERVATION**

This application is within the policies of Chapter 13 of the Comprehensive Plan.

## **GOAL 14 - URBANIZATION**

This application is well aligned with the policies in Chapter 14 of the Comprehensive Plan.

## **GOAL 15-19**

Goals 15-19 do not apply to the City of Boardman.

## **FINDINGS OF FACT**

- 1) Public Notice was posted, published in the East Oregonian and mailed to all required and interested parties on May 4, 2021, for a May 26, 2021, Public Hearing.
- 2) This application is consistent with and will be subject to Chapter 3.1 – Access and Circulation upon development.
- 3) This application is consistent with and will be subject to Chapter 3.2 – Landscaping, Street Trees, Fences and Walls upon development.
- 4) This application is consistent with and will be subject to Chapter 3.3 – Vehicle and Bicycle Parking upon development.
- 5) This application is consistent with and will be subject to Chapter 3.4 – Public Facilities Standards upon development.
- 6) This application is consistent with and will be subject to Chapter 4.10 – Traffic Impact Study upon development.
- 7) This application is consistent with Chapter 1 of the Boardman Comprehensive Plan.
- 8) This application is consistent with Chapter 2 of the Boardman Comprehensive Plan.
- 9) Chapter 3 of the Boardman Comprehensive Plan is not applicable.
- 10) Chapter 4 of the Boardman Comprehensive Plan is not applicable.
- 11) This application is consistent with Chapter 5 of the Boardman Comprehensive Plan.

- 12) This application is consistent with Chapter 6 of the Boardman Comprehensive Plan.
- 13) There are no identified Natural Hazards in Chapter 7 of the Boardman Comprehensive Plan.
- 14) This application is consistent with Chapter 8 of the Boardman Comprehensive Plan.
- 15) This application is consistent with Chapter 9 of the Boardman Comprehensive Plan.
- 16) This application is consistent with Chapter 10 of the Boardman Comprehensive Plan.
- 17) This application is consistent with Chapter 11 of the Boardman Comprehensive Plan.
- 18) This application is consistent with Chapter 12 of the Boardman Comprehensive Plan.
- 19) This application is consistent with Chapter 13 of the Boardman Comprehensive Plan.
- 20) This application is consistent with Chapter 14 of the Boardman Comprehensive Plan.
- 21) Chapters 15-19 are not applicable to the City of Boardman.
- 22) Staff has received two phone calls from Gary Dolar concerning the access easement to his house remain intact.
- 23) The City of Boardman owns the access easement and has made provisions obtain additional easement to allow for deliveries off said access

## **SUMMARY**

This application is for a subdivision of a large, Multi-Family zoned, 5.01-acre parcel. The one parcel will be subdivided into 15 lots averaging 11,904.48 square feet in size.

## **LIST OF ATTACHMENTS**

Initial Application  
Public Notices Posted and Published  
Tax Lot Map



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: Darrell Green
Department: Administration
Short Title of Agenda Item:

Date submitted to reviewers:
Requested Agenda Date: 6/8/2022

(No acronyms please) Representation Letter to Barnett & Moro

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

\*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):**

The Representation Letter to Barnett & Moro, the County's auditing firm, is required by auditing and accounting standards and a notification to the auditing firm the final audit report is ready to be issued.

The Letter clarifies that to the best of our knowledge the financial statements are materially correct and other representations we may or not be aware of, such as fraud, large lawsuits, etc.

The Letter must be signed by those who govern and manage the auditee.

Once the Letter has been signed and forwarded to Barnett & Moro, the final audit report will be submitted to the State of Oregon.

## **2. FISCAL IMPACT:**

Filing fee estimated at \$400.00

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

Motion to have the Chair, Administrator and Treasurer sign the Representation Letter.

Attach additional background documentation as needed.



## BOARD OF COMMISSIONERS

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

Jim Doherty, Chair  
Melissa Lindsay, Commissioner  
Don Russell, Commissioner

June 3, 2022

Barnett & Moro, P.C.  
Certified Public Accounts  
495 E. Main  
Hermiston, OR 97838

This representation letter is provided in connection with your audit of the financial statements of Morrow County, Oregon, which comprise the respective financial position of the governmental activities, each major fund, and the aggregate remaining fund information as of June 30, 2021, and the respective changes in financial position for the year then ended, and the related notes to the financial statements, for the purpose of expressing opinions as to whether the financial statements are presented fairly, in all material respects, in accordance with accounting principles generally accepted in the United States of America (U.S. GAAP).

Certain representations in this letter are described as being limited to matters that are material. Items are considered material, regardless of size, if they involve an omission or misstatement of accounting information that, in light of surrounding circumstances, makes it probable that the judgment of a reasonable person relying on the information would be changed or influenced by the omission or misstatement. An omission or misstatement that is monetarily small in amount could be considered material as a result of qualitative factors.

We confirm, to the best of our knowledge and belief, as of June 3, 2022, the following representations made to you during your audit.

### **Financial Statements**

- 1) We have fulfilled our responsibilities, as set out in the terms of the audit engagement letter dated June 1, 2021, including our responsibility for the preparation and fair presentation of the financial statements in accordance with U.S. GAAP and for preparation of the supplementary information in accordance with the applicable criteria.
- 2) The financial statements referred to above are fairly presented in conformity with U.S. GAAP and include all properly classified funds and other financial information of the primary government and all component units required by generally accepted accounting principles to be included in the financial reporting entity.

- 3) We acknowledge our responsibility for the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error.
- 4) We acknowledge our responsibility for the design, implementation, and maintenance of internal control to prevent and detect fraud.
- 5) Significant assumptions we used in making accounting estimates, including those measured at fair value are reasonable.
- 6) Related party relationships and transactions, including revenues, expenditures/expenses, loans, transfers, leasing arrangements, and guarantees, and amounts receivable from or payable to related parties have been appropriately accounted for and disclosed in accordance with U.S. GAAP.
- 7) Adjustments or disclosures have been made for all events, including instances of noncompliance, subsequent to the date of the financial statements that would require adjustment to or disclosure in the financial statements or in the schedule of findings and questioned costs.
- 8) We believe that there are no uncorrected financial statement misstatements.
- 9) The effects of all known actual or possible litigation, claims, and assessments have been accounted for and disclosed in accordance with U.S. GAAP.
- 10) Guarantees, whether written or oral, under which the County is contingently liable, if any, have been properly recorded or disclosed.

### **Information Provided**

11) We have provided you with:

- a) Access to all information, of which we are aware, that is relevant to the preparation and fair presentation of the financial statements, such as records, documentation, and other matters, and all audit or relevant monitoring reports, if any, received from funding sources.
- b) Additional information that you have requested from us for the purpose of the audit.
- c) Unrestricted access to persons within the County from whom you determined it necessary to obtain audit evidence.
- d) Minutes of the meetings of Board of Commissioners or summaries of actions of recent meetings for which minutes have not yet been prepared.

12) All material transactions have been recorded in the accounting records and are reflected in the financial statements, and the schedule of expenditures of federal awards.

13) We have disclosed to you the results of our assessment of the risk that the financial statements may be materially misstated as a result of fraud.

14) We have no knowledge of any fraud or suspected fraud that affects the County and involves:

a) Management,

b) Employees who have significant roles in internal control, or

c) Others where the fraud could have a material effect on the financial statements.

15) We have no knowledge of any allegations of fraud or suspected fraud affecting the County's financial statements communicated by employees, former employees, regulators, or others.

16) We have no knowledge of instances of noncompliance or suspected noncompliance with provisions of laws, regulations, contracts, or grant agreements, or waste or abuse, whose effects should be considered when preparing financial statements, other than previously disclosed.

17) We have disclosed to you all known actual or possible litigation, claims, and assessments whose effects should be considered when preparing the financial statements.

18) We have disclosed to you the identity of the County's related parties and all the related party relationships and transactions, including any side agreements.

#### **Government—specific**

19) There have been no communications from regulatory agencies concerning noncompliance with, or deficiencies in, financial reporting practices.

20) We have identified to you any previous audits, attestation engagements, and other studies related to the objectives of the audit and whether related recommendations have been implemented.

21) We have identified to you any investigations or legal proceedings that have been initiated with respect to the period under audit.

22) The County has no plans or intentions that may materially affect the carrying value or classification of assets, deferred outflows of resources, liabilities, deferred inflows of resources, and fund balance or net position.

23) We are responsible for compliance with the laws, regulations, and provisions of contracts and grant agreements applicable to us, including tax or debt limits and debt contracts, and legal and contractual provisions for reporting specific activities in separate funds.

24) We have identified and disclosed to you all instances of identified and suspected fraud and noncompliance with provisions of laws, regulations, contracts, and grant agreements that we believe have a material effect on the financial statements.

25) There are no violations or possible violations of budget ordinances, laws and regulations (including those pertaining to adopting, approving, and amending budgets), provisions of

contracts and grant agreements, tax or debt limits, and any related debt covenants whose effects should be considered for disclosure in the financial statements, or as a basis for recording a loss contingency, or for reporting on noncompliance.

26) As part of your audit, you assisted with preparation of the financial statements and related notes, and schedule of expenditures of federal awards. We acknowledge our responsibility as it relates to those nonaudit services, including that we assume all management responsibilities; oversee the services by designating an individual, preferable within senior management, who possesses suitable skill, knowledge, or experience; evaluate the adequacy and results of the services performed; and accept responsibility for the results of the services. We have reviewed, approved, and accepted responsibility for those financial statements and related notes, and schedule of expenditures of federal awards.

27) The County has satisfactory title to all owned assets, and there are no liens or encumbrances on such assets nor has any asset been pledged as collateral, except as disclosed in the notes to the financial statements.

28) The County has complied with all aspects of contractual agreements that would have a material effect on the financial statements in the event of noncompliance.

29) We have followed all applicable laws and regulations in adopting, approving, and amending budgets, with the exception of the budget over expenditures disclosed in the financial statements.

30) The financial statements properly classify all funds and activities in accordance with GASB Statement No. 34, as amended.

31) All funds that meet the quantitative criteria in GASB 34 and 37 for presentation as major are identified and presented as such and all other funds that are presented as major are particularly important to financial statement users, if any.

32) Components of net position (net investment in capital assets; restricted; and unrestricted) and classifications of fund balance (nonspendable, restricted, committed, assigned, and unassigned) are properly classified and, if applicable, approved.

33) Provisions for uncollectible receivables have been properly identified and recorded.

34) Expenses have been appropriately classified in or allocated to functions and programs in the statement of activities, and allocations have been made on a reasonable basis.

35) Revenues are appropriately classified in the statement of activities within program revenues, general revenues, contributions to term or permanent endowments, or contributions to permanent fund principal.

36) Interfund, internal, and intra-entity activity and balances have been appropriately classified and reported.

37) Deposits and investment securities and derivative instruments are properly classified as to risk and are properly disclosed.

38) Capital assets, including infrastructure and intangible assets, are properly capitalized, reported, and, if applicable, depreciated.

39) We have appropriately disclosed the County's policy regarding whether to first apply restricted or unrestricted resources when an expense is incurred for purposes for which both restricted and unrestricted net position is available and have determined that net position is properly recognized under the policy.

40) We are following our established accounting policy regarding which resources (that is, restricted, committed, assigned, or unassigned) are considered to be spent first for expenditures for which more than one resource classification is available. That policy determines the fund balance classifications for financial reporting purposes.

41) We acknowledge our responsibility for the required supplementary information (RSI). The RSI is measured and presented within prescribed guidelines and the methods of measurement and presentation have not changed from those used in the prior period. We have disclosed to you any significant assumptions and interpretations underlying the measurement and presentation of the RSI.

42) We understand that you prepared the trial balance for use during the audit and that your preparation of the trial balance was limited to formatting information into a working trial balance based on management's chart of accounts.

43) With respect to the supplemental information the combining and individual nonmajor fund financial statements, other schedules, and the schedule of expenditures of federal awards:

a) We acknowledge our responsibility for presenting the combining and individual nonmajor fund financial statements, other schedules, and the schedule of expenditures of federal awards in accordance with accounting principles generally accepted in the United States of America, and we believe the combining and individual nonmajor fund financial statements, other schedules, and the schedule of expenditures of federal awards, including its form and content, is fairly presented in accordance with accounting principles generally accepted in the United States of America. The methods of measurement and presentation of the combining and individual nonmajor fund financial statements, other schedules, and the schedule of expenditures of federal awards have not changed from those used in the prior period, and we have disclosed to you any significant assumptions or interpretations underlying the measurement and presentation of the supplementary information.

b) If the combining and individual nonmajor fund financial statements, other schedules, and the schedule of expenditures of federal awards are not presented with the audited financial statements, we will make the audited financial statements readily available to the intended users of the

supplementary information no later than the date we issue the supplementary information and the auditor's report thereon.

44) With respect to federal award programs:

a) We are responsible for understanding and complying with and have complied with the requirements of Title 2 U.S. *Code of Federal Regulations* (CFR) Part 200, *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards* (Uniform Guidance), including requirements relating to preparation of the schedule of expenditures of federal awards.

b) We acknowledge our responsibility for presenting the schedule of expenditures of federal awards (SEFA) and related disclosures in accordance with the requirements of the Uniform Guidance, and we believe the SEFA, including its form and content, is fairly presented in accordance with the Uniform Guidance. The methods of measurement or presentation of the SEFA have not changed from those used in the prior period and we have disclosed to you any significant assumptions and interpretations underlying the measurement or presentation of the SEFA.

c) If the SEFA is not presented with the audited financial statements, we will make the audited financial statements readily available to the intended users of the SEFA no later than the date we issue the SEFA and the auditor's report thereon.

d) We have identified and disclosed to you all of our government programs and related activities subject to the Uniform Guidance compliance audit, and have included in the SEFA, expenditures made during the audit period for all awards provided by federal agencies in the form of federal grants, federal cost reimbursement contracts, loans, loan guarantees, property (including donated surplus property), cooperative agreements, interest subsidies, insurance, food commodities, direct appropriations, and other direct assistance.

e) We are responsible for understanding and complying with, and have complied with, the requirements of federal statutes, regulations, and the terms and conditions of federal awards related to each of our federal programs and have identified and disclosed to you the requirements of federal statutes, regulations, and the terms and conditions of federal awards that are considered to have a direct and material effect on each major program.

f) We are responsible for establishing, designing, implementing, and maintaining, and have established, designed, implemented, and maintained, effective internal control over compliance for federal programs that provides reasonable assurance that we are managing our federal awards in compliance with federal statutes, regulations, and the terms and conditions of federal awards that could have a material effect on our federal programs. We believe the internal control system is adequate and is functioning as intended.

g) We have made available to you all federal awards (including amendments, if any) and any other correspondence with federal agencies or pass-through entities relevant to federal programs and related activities.

h) We have received no requests from a federal agency to audit one or more specific programs as a major program.

- i) We have complied with the direct and material compliance requirements (except for noncompliance disclosed to you), including when applicable, those set forth in the *OMB Compliance Supplement*, relating to federal awards and have identified and disclosed to you all amounts questioned and all known noncompliance with the direct and material compliance requirements of federal awards.
- j) We have disclosed any communications from federal awarding agencies and pass-through entities concerning possible noncompliance with the direct and material compliance requirements, including communications received from the end of the period covered by the compliance audit to the date of the auditor's report.
- k) We have disclosed to you the findings received and related corrective actions taken for previous audits, attestation engagements, and internal or external monitoring that directly relate to the objectives of the compliance audit, including findings received and corrective actions taken from the end of the period covered by the compliance audit to the date of the auditor's report.
- l) Amounts claimed or used for matching were determined in accordance with relevant guidelines in OMB's Uniform Guidance (2 CFR part 200, subpart E) and OMB Circular A-87, *Cost Principles for State, Local, and Indian Tribal Governments*, and OMB's *Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments*.
- m) We have disclosed to you our interpretation of compliance requirements that may have varying interpretations.
- n) We have made available to you all documentation related to compliance with the direct material compliance requirements, including information related to federal program financial reports and claims for advances and reimbursements.
- o) We have disclosed to you the nature of any subsequent events that provide additional evidence about conditions that existed at the end of the reporting period affecting noncompliance during the reporting period.
- p) There are no such known instances of noncompliance with direct and material compliance requirements that occurred subsequent to the period covered by the auditor's report.
- q) No changes have been made in internal control over compliance or other factors that might significantly affect internal control, including any corrective action we have taken regarding significant deficiencies or material weaknesses in internal control over compliance, subsequent to the period covered by the auditor's report.
- r) Federal program financial reports and claims for advances and reimbursements are supported by the books and records from which the financial statements have been prepared.
- s) The copies of federal program financial reports provided to you are true copies of the reports submitted, or electronically transmitted, to the respective federal agency or pass-through entity, as applicable.

t) We have charged costs to federal awards in accordance with applicable cost principles.

u) We are responsible for and have accurately prepared the summary schedule of prior audit findings to include all findings required to be included by the Uniform Guidance, and we have provided you with all information on the status of the follow-up on prior audit findings by federal awarding agencies and pass-through entities, including all management decisions.

v) We are responsible for and have ensured the reporting package does not contain protected personally identifiable information.

w) We are responsible for and will accurately prepare the auditee section of the Data Collection Form as required by the Uniform Guidance.

x) We are responsible for preparing and implementing a corrective action plan for each audit finding, if applicable.

#### 45) OTHER MATTERS:

We have reviewed insurance coverage requirements with our insurance providers. Our insurance coverage is adequate to protect the County.

Allocations of expenses between departments and funds are based upon time records, usage, and other reasonable methods.

There are no instances where any officer or employee of the County has an interest in a company with which the County does business which would be considered a “conflict of interest.” Such an interest would be contrary to County policy.

The County is not aware of any unclaimed property that is payable to the state in excess of \$1,000.

The County is not aware of any post-retirement benefits provided to retirees other than the pension plan referenced in the notes to the financial statements.

#### 46) ADJUSTING JOURNAL ENTRIES:

All material transactions have been properly recorded in the accounting records underlying the aforementioned financial statements. The adjusting journal entries for the year ended June 30, 2021, which have been proposed by you, if any, are approved by us and will be recorded in the financial records of the County.

#### 47) SUBSEQUENT EVENTS:

No events or transactions, including instances of noncompliance, have occurred since June 30, 2021 and through the date of this letter, other than those disclosed in the notes to the financial statements, which would have a material effect upon the financial statements at that date or for the period then ended, or which are of such significance in relation to the County’s affairs as to

require disclosure in the aforementioned financial statements or in the schedule of findings and questioned costs, in order to make them not misleading as to the financial position, results of operations, changes in fund balances, or changes in cash flows of the County.

Sincerely,

---

Jim Doherty, Chair, Board of Commissioners

---

Darrell Green, County Administrator

---

Jaylene Papineau, Treasurer

**MORROW COUNTY, OREGON**

**Financial Statements and  
Independent Auditors' Report**

**June 30, 2021**

DRAFT

**MORROW COUNTY, OREGON**

**List of Officials**  
**June 30, 2021**

**COMMISSIONERS:**

Don Russell, Chair

Jim Doherty, Vice Chair

Melissa Lindsay

**TITLE:**

Commissioner

Commissioner

Commissioner

**OTHER ELECTED OFFICIALS:**

Michael Gorman

Bobbi Childers

Kenneth Matlack

Jaylene Papineau

Glenn Diehl

Assessor & Tax Collector

Clerk

Sheriff

Treasurer

Justice of the Peace

**ADMINISTRATION:**

Darrell Green

County Administrator

**ADDRESS:**

P. O. Box 788

Heppner, OR 97836

Telephone: 541-676-5613

MORROW COUNTY, OREGON

Contents  
June 30, 2021

	<u>Page</u>
Independent auditors' report	6-8
Management's discussion and analysis	10-20
Basic financial statements:	
Statement of Net Position	22
Statement of Activities	23
Governmental Funds Balance Sheet	24
Reconciliation of the Governmental Funds Balance Sheet to the Statement of Net Position	25
Governmental Funds Statement of Revenues, Expenditures, and Changes in Fund Balances	26
Reconciliation of the Statement of Revenues, Expenditures, and Changes in Fund Balances to the Statement of Activities	27
Statement of Revenues, Expenditures and Changes in Fund Balances - Budget (Non-GAAP Budgetary Basis) and Actual:	
General fund	28-29
General road fund	30
Capital improvement project fund	31
Statement of Fiduciary Net Position - Agency Funds	32
Notes to basic financial statements	33-58
Required Supplementary Information	59-65
Other Supplementary Information:	
Non-major Governmental Funds:	
Non-major Governmental Funds	67
Combining Balance Sheet	68
Combining Statement of Revenues, Expenditures and Changes in Fund Balances	69
Non-major Special Revenue Funds:	
Non-major Special Revenue Funds	70-71
Combining Balance Sheet	72-77

MORROW COUNTY, OREGON

Contents  
June 30, 2021

Supplementary Information (continued):	<u>Page</u>
Combining Statement of Revenues, Expenditures and Changes in Fund Balances	78-83
Statement of Revenues, Expenditures and Changes in Fund Balances - Budget (Non-GAAP Budgetary Basis) and Actual:	
Heritage fund	84
Finley Buttes license fee fund	85
Commission on children/families fund	86
Airport fund	87
Law library fund	88
911 emergency telephone fund	89
Surveyor preservation fund	90
Finley Buttes License Fee fund	91
County school fund	92
Ione school fund	93
Fair fund	94
Special transportation fund	95
Alcohol enforcement fund	96
Video lottery economic development fund	97
Victim-witness assistance fund	98
Willow Creek wind fund	99
Cami grant fund	100
Safety committee fund	101
Rodeo fund	102
Justice court bail and fine fund	103
Clerks records fund	104
DUII impact fund	105
Building permit fees fund	106
Park Fund	107
Equity fund	108
Liquor control fund	109
Water planning fund	110
Forest service fund	111
Court security fund	112
Echo Wind fees fund	113
Shepherd Flat fees fund	114
FTA Grant fund	115
Community Corrections fund	116
PGE - Carty fund	117
Sheriff Reserve fund	118
Resiliency fund	119

MORROW COUNTY, OREGON

Contents  
June 30, 2021

	<u>Page</u>
Supplementary Information (continued):	
Non-major Capital Project Funds:	
Non-major Capital Project Funds	120
Combining Balance Sheet	121
Combining Statement of Revenues, Expenditures and Changes in Fund Balances	122
Statement of Revenues, Expenditures and Changes in Fund Balances - Budget (Non-GAAP Budgetary Basis) and Actual:	
Road equipment reserve fund	123
Computer equipment reserve fund	124
Programming reserve fund	125
Weed equipment reserve fund	126
STF vehicle reserve fund	127
Fair roof reserve fund	128
Bleacher reserve fund	129
Fair improvement reserve fund	130
Building reserve fund	131
Other Schedules:	132
Other Schedules	
Agency Funds:	
Combining statement of assets and liabilities, arising from cash transactions	133
Combining statement of receipts, expenditures, and changes in cash, arising from cash transactions	134
Schedules of Accountability:	
County treasurer	135
Schedule of cash and investments	136
Property taxes:	
Schedule of property tax transactions and outstanding balance	137
Schedule of property tax receivable - by fund	138

MORROW COUNTY, OREGON

Contents  
June 30, 2021

	<u>Page</u>
Supplementary Information (continued):	
Audit reports, comments and disclosures required by Government Auditing Standards and state regulations:	
Report on internal control over financial reporting and on compliance and other matters based on an audit of financial statements performed in accordance with Government Auditing Standards	140-141
State regulations introduction	142
Report required by Oregon State Regulations	143-144
Single audit section:	
Schedule of expenditures of federal awards	146
Notes to schedule of expenditures of federal awards	147
Report on compliance with requirements applicable to each major program and on internal control over compliance in accordance with Uniform Guidance	148-149
Schedule of findings and questioned costs	150
Summary schedule of prior year's audit findings	151

## **Independent Auditors' Report**

County Commissioners  
Morrow County  
Heppner, Oregon

### **Report on the Financial Statements**

We have audited the accompanying financial statements of the governmental activities, each major fund, and the aggregate remaining fund information of Morrow County, Oregon, as of and for the year ended June 30, 2021, and the related notes to the financial statements, which collectively comprise the County's basic financial statements as listed in the table of contents.

### **Management's Responsibility for the Financial Statements**

Management is responsible for the preparation and fair presentation of these financial statements in accordance with accounting principles generally accepted in the United States of America; this includes the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error.

### **Auditor's Responsibility**

Our responsibility is to express opinions on these financial statements based on our audit. We conducted our audit in accordance with auditing standards generally accepted in the United States of America and the standards applicable to financial audits contained in Government Auditing Standards, issued by the Comptroller General of the United States. Those standards require that we plan and perform the audit to obtain reasonable assurance about whether the financial statements are free from material misstatement.

An audit involves performing procedures to obtain audit evidence about the amounts and disclosures in the financial statements. The procedures selected depend on the auditor's judgment, including the assessment of the risks of material misstatement of the financial statements, whether due to fraud or error. In making those risk assessments, the auditor considers internal control relevant to the entity's preparation and fair presentation of the financial statements in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the entity's internal control. Accordingly, we express no such opinion. An audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluating the overall presentation of the financial statements.

We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinions.

## **Opinions**

In our opinion, the financial statements referred to above present fairly, in all material respects, the respective financial position of the governmental activities, each major fund, and the aggregate remaining fund information of Morrow County, Oregon, as of June 30, 2021, and the respective changes in financial position, and the respective budgetary comparison for the General Fund and General Road Fund, for the year then ended in accordance with accounting principles generally accepted in the United States of America.

## **Other Matters**

### *Required Supplementary Information*

Accounting principles generally accepted in the United States of America require that the management's discussion and analysis, pension, and OPEB information on pages 9-20 and 58-64 be presented to supplement the basic financial statements. Such information, although not a part of the basic financial statements, is required by the Governmental Accounting Standards Board, who considers it to be an essential part of financial reporting for placing the basic financial statements in an appropriate operational, economic, or historical context. We have applied certain limited procedures to the required supplementary information in accordance with auditing standards generally accepted in the United States of America, which consisted of inquiries of management about the methods of preparing the information and comparing the information for consistency with management's responses to our inquiries, the basic financial statements, and other knowledge we obtained during our audit of the basic financial statements. We do not express an opinion or provide any assurance on the information because the limited procedures do not provide us with sufficient evidence to express an opinion or provide any assurance.

### *Other Information*

Our audit was conducted for the purpose of forming opinions on the financial statements that collectively comprise Morrow County, Oregon's basic financial statements. The combining and individual nonmajor fund financial statements and schedules, and other schedules are presented for purposes of additional analysis and are not a required part of the financial statements. The schedule of expenditures of federal awards is presented for purposes of additional analysis as required by Title 2 U.S. *Code of Federal Regulations* (CFR) Part 200, *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards*, and is also not a required part of the basic financial statements.

The combining and individual nonmajor fund financial statements, other schedules, and the schedule of expenditures of federal awards are the responsibility of management and were derived from and relate directly to the underlying accounting and other records used to prepare the basic financial statements. Such information has been subjected to the auditing procedures applied in the audit of the basic financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the basic financial statements or to the basic financial statements themselves, and other additional procedures in accordance with auditing standards generally accepted in the United States of America. In our opinion, The combining and individual nonmajor fund financial statements, other schedules, and the schedule of expenditures of federal awards are fairly stated, in all material respects, in relation to the basic financial statements as a whole.

### **Reports on Other Legal and Regulatory Requirements**

#### *Other Reporting Required by Government Auditing Standards*

In accordance with Government Auditing Standards, we have also issued our report dated March 31, 2022, on our consideration of Morrow County, Oregon's internal control over financial reporting and on our tests of its compliance with certain provisions of laws, regulations, contracts, and grant agreements and other matters. The purpose of that report is to describe the scope of our testing of internal control over financial reporting and compliance and the results of that testing, and not to provide an opinion on internal control over financial reporting or on compliance. That report is an integral part of an audit performed in accordance with Government Auditing Standards in considering Morrow County, Oregon's internal control over financial reporting and compliance.

#### *Other Reporting Required by Oregon Minimum Standards*

In accordance with Minimum Standards for Audits of Oregon Municipal Corporations, we have also issued our report dated June 3, 2022, on our consideration of Morrow County, Oregon's compliance with certain provisions of laws and regulations, including the provisions of Oregon Revised Statutes as specified in Oregon Administrative Rules. The purpose of that report is to describe the scope of our testing of compliance and the results of that testing and not to provide an opinion on compliance.

Barnett & Moro, P.C.

By: \_\_\_\_\_  
Cameron W. Anderson, Shareholder  
June 3, 2022

**MANAGEMENT'S DISCUSSION AND ANALYSIS**

DRAFT

## MORROW COUNTY, OREGON MANAGEMENT'S DISCUSSION AND ANALYSIS

As management of Morrow County, Oregon, we offer readers of the county's financial statements this narrative overview and analysis of the financial activities for the fiscal year ended June 30, 2021. We encourage readers to consider the information presented here in conjunction with the financial statements.

### FINANCIAL HIGHLIGHTS

- Morrow County's assets exceeded its liabilities at June 30, 2021, by \$86,038,004 (Net Position). Of this amount, \$10,971,052 may be used to meet the County's ongoing obligations to citizens and creditors.
- The total net position increased by \$5,306,177 for fiscal year ended June 30, 2021. All of this amount was due to the increase in governmental activities net position. The County had no business-type activities.
- As of the close of the current fiscal year, the County's governmental funds reported combined ending fund balances of \$26,206,316, an increase of \$9,168,045 in comparison to the prior year. Approximately \$15,537,828 is restricted or committed for purposes designated by special revenue or capital outlay funds, and \$10,668,488 is unassigned and available for spending at the County's discretion.
- At the end of the current fiscal year, unassigned fund balance for the General Fund was \$10,668,488 or 79% of total General Fund expenditures.

### OVERVIEW OF THE FINANCIAL STATEMENTS

This discussion and analysis is intended to serve as an introduction to Morrow County's basic financial statements. The County's basic financial statements consist of three components: 1) government-wide financial statements, 2) fund financial statements, and 3) notes to the basic financial statements. This report also contains other supplementary information in addition to the basic financial statements themselves.

**Government-wide Financial Statements.** The government-wide financial statements are designed to provide readers with a broad overview of the County's finances, in a manner similar to a private-sector business. These statements include:

**The Statement of Net Position** presents information on all of the County's assets and liabilities, with the difference between the two reported as net position. Over time, increases or decreases in net position may serve as a useful indicator of whether the financial position of the County is improving or deteriorating.

**The Statement of Activities** presents information showing how the government's net position changed during the most recent fiscal year. All changes in net position are reported as soon as the underlying event giving rise to the change occurs, regardless of the timing of related cash flows. Thus, revenues and expenses are reported in this statement for some items that will only result in cash flows in future fiscal periods (e.g., uncollected taxes and earned but unused vacation leave).

**MORROW COUNTY, OREGON  
MANAGEMENT'S DISCUSSION AND ANALYSIS**

Both of the government-wide financial statements distinguish functions of the County that are principally supported by taxes and intergovernmental revenues (governmental activities) from other functions that are intended to recover all or a significant portion of their costs through user fees and charges (business-type activities). The governmental activities of the County include general government, public safety, highways and streets, cultural and recreation, education, and health.

The government-wide financial statements can be found on pages 22 and 23 of this report.

**Fund Financial Statements.** The fund financial statements provide more detailed information about the County's funds, focusing on its most significant or "major" funds-not the county as a whole. A fund is a grouping of related accounts that is used to maintain control over resources that have been segregated for specific activities or objectives. The County, like other state and local governments, uses fund accounting to ensure and demonstrate compliance with finance-related legal requirements. All of the funds of the County can be divided into three categories: governmental funds, proprietary funds, and fiduciary funds.

**Governmental Funds.** The Governmental funds are used to account for essentially the same functions reported as governmental activities in the government-wide financial statements. However, unlike the government-wide financial statements, governmental fund financial statements focus on near-term inflows and outflows of spendable resources, as well as on balances of spendable resources available at the end of the fiscal year. Such information may be useful in evaluating a government's near-term financing requirements.

Because the focus of governmental funds is narrower than that of the government-wide financial statements, it is useful to compare the information presented for governmental funds with similar information presented for governmental activities in the government-wide financial statements. By doing so, readers may better understand the long-term impact of the government's near-term financing decisions. Both the governmental fund balance sheet and the governmental fund statement of revenues, expenditures and changes in fund balances are reconciled to the government-wide Statements of Net Position and Activities.

The County maintains 48 individual governmental funds. Information is presented separately in the governmental funds balance sheet and in the governmental fund statement of revenues, expenditures and changes in fund balances for the General, General Road, and Capital Improvement Project funds which are considered to be major governmental funds. Data from the remaining governmental funds are combined into a single, aggregated presentation. Individual fund data for each of these non-major governmental funds is provided in the form of combining statements elsewhere in the report.

## MORROW COUNTY, OREGON MANAGEMENT'S DISCUSSION AND ANALYSIS

The County adopts an annual appropriated budget for all funds. A budgetary comparison statement has been provided for each fund to demonstrate compliance with this budget.

The basic governmental fund financial statements can be found on pages 24 through 27 of this report.

**Proprietary Funds.** The County does not maintain any proprietary funds. Enterprise funds are used to report the same functions presented as business-type activities in the government-wide financial statements. The County does not have any enterprise funds in fiscal year 2021. Proprietary funds provide the same type of information as the government-wide financial statements, only in more detail.

**Fiduciary Funds.** Fiduciary funds are used to account for resources held for the benefit of parties outside the government. Fiduciary funds are not reflected in the government-wide financial statement because the resources of those funds are not available to support county programs. The accounting used for fiduciary funds is similar to that used for proprietary funds.

The basic fiduciary fund financial statement can be found on page 32 of this report.

**Notes to Basic Financial Statements.** The notes provide additional information that is essential to a full understanding of the data provided in the government-wide and fund financial statements. The notes to the basic financial statements can be found on pages 33 through 58 of this report.

The combining statements referred to earlier in connection with non-major governmental funds are presented as Supplemental Information beginning on page 66 of this report.

### GOVERNMENT-WIDE FINANCIAL ANALYSIS

As noted earlier, net position may serve over time as a useful indicator of a government's financial position. The County's assets exceeded liabilities by \$86.0 million at June 30, 2021.

Capital assets, which consist of the county's land, buildings, improvements, machinery and equipment, and infrastructure, represent about 72.17% of total assets. The remaining assets consist mainly of investments, cash, and grant and property taxes receivable.

The County's liabilities consist primarily of payables on accounts, salaries and benefits (15.32%), pension obligations (51.40%), capital leases and loans payable (31.78%), and Other post-employment benefits (1.50%). Current liabilities, not including current portions of long-term debts, represents about 15.32% of the county's total liabilities, and consists almost entirely of payables on accounts, salaries and benefits.

**MORROW COUNTY, OREGON  
MANAGEMENT'S DISCUSSION AND ANALYSIS**

Morrow County's Net Position  
Governmental Activities (in thousands)

	<u>June 30, 2021</u>	<u>June 30, 2020</u>
Current assets	\$ 29,912	\$ 19,334
Capital assets	<u>77,589</u>	<u>74,265</u>
Total assets	<u>107,501</u>	<u>93,599</u>
Deferred outflows of resources	<u>3,656</u>	<u>3,417</u>
Current liabilities	3,849	2,529
Long-term debt	<u>21,270</u>	<u>13,756</u>
Total liabilities	<u>25,119</u>	<u>16,285</u>
Deferred inflows of resources	<u>-</u>	<u>-</u>
Net position:		
Net investment in capital assets	69,606	72,691
Restricted	5,461	3,940
Unrestricted	<u>10,971</u>	<u>4,101</u>
	<u>\$ 86,038</u>	<u>\$ 80,732</u>

Of the County's net position, its investment in capital assets (e.g. land, buildings, vehicles and equipment, and infrastructure) is substantially more than the related debt still outstanding used to acquire those assets. The County uses these capital assets to provide services to its citizens; consequently, these assets are not available for future spending. Although the county's investment in its capital assets is reported net of related debt, it should be noted that the resources needed to repay this debt must be provided from other sources (generally property taxes), since the capital assets themselves cannot be used to liquidate these liabilities. During the current fiscal year, the County's net position increased by \$5,306,177. This was due to the increase in net position from Governmental activities. The primary increase to assets was \$11,283,660 in cash and investments. As of June 30, 2021, the total bank balances were \$202,653. Of these deposits, \$500,000, was covered by federal depository insurance. The net result of the transaction regarding capital assets resulted in increasing net position by \$3,323,149. The County saw an increase in long term debt for the 20-21 fiscal year. The net result of the County's debt transactions was an increase in long term debt of \$6,408,492, and an increase in pension liabilities of \$1,132,189. The County approved a credit bond payable with Zion Bank for the construction of the Administration Building in Irrigon, Oregon. The balance of the bond payable on June 30, 2021 is \$6,900,000; plus, a Community Bank note payable on June 30, 2021 is \$711,903. The net result of these transactions resulted in a \$5,306,177 net increase in the county's net position.

**MORROW COUNTY, OREGON  
MANAGEMENT'S DISCUSSION AND ANALYSIS**

**Governmental Activities.** During the current fiscal year, the County's net position increased by \$6,870,144 compared to a \$ 859,613 increase in the prior year.

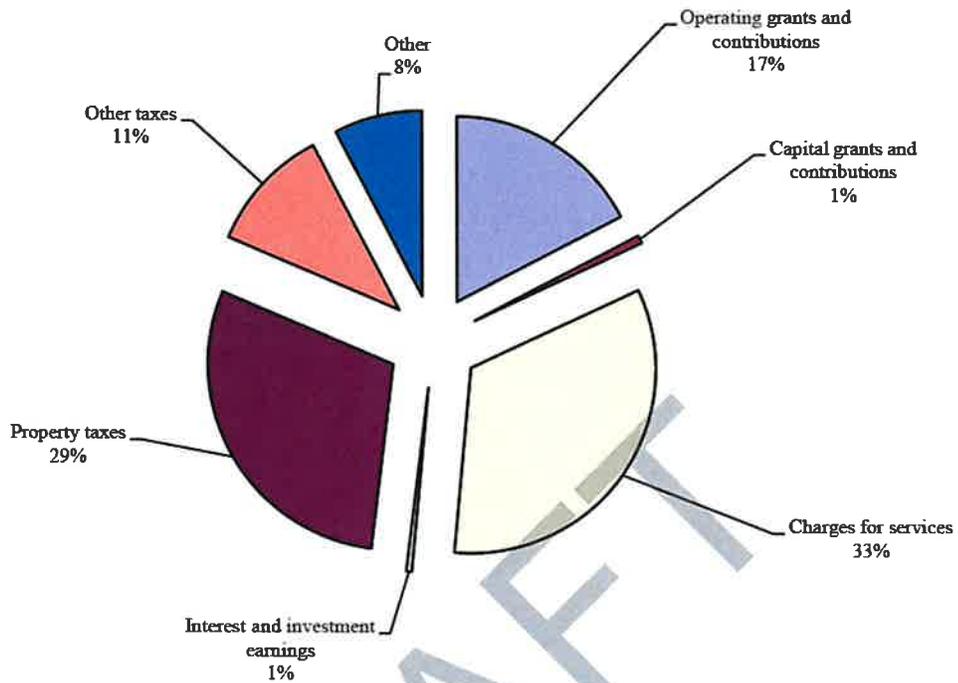
**Morrow County Changes in Net Position-Governmental Activities**

	2020-2021	2019-2020
<b>Revenues</b>		
Program revenues		
Charges for services	\$11,960,138	\$ 7,966,004
Operating grants and contributions	6,216,062	5,663,131
Capital grants and contributions	243,752	-
General revenues		
Property taxes	10,548,982	9,794,092
Payments in lieu of taxes	2,120,598	941,143
State shared taxes	1,790,514	1,633,111
Interest and investment earnings	173,642	341,804
Other revenues, net	<u>2,748,885</u>	<u>2,629,871</u>
Total revenues	<u>35,802,573</u>	<u>28,969,156</u>
<b>Expenses</b>		
General government	11,181,819	8,994,747
Public safety	6,826,041	6,866,568
Highways and streets	10,006,551	9,690,897
Cultural and recreation	891,560	924,873
Education	262,137	267,524
Health	1,229,044	1,336,390
Interest on long-term debt	<u>29,244</u>	<u>28,544</u>
Total expenses	<u>30,496,396</u>	<u>28,109,543</u>
Increase in net assets before transfer	5,306,177	859,613
Transfers	-	-
Change in net position	<u>5,306,177</u>	<u>859,613</u>
Beginning net position	80,731,827	79,872,214
Ending net position	<u>\$86,038,044</u>	<u>\$80,731,827</u>

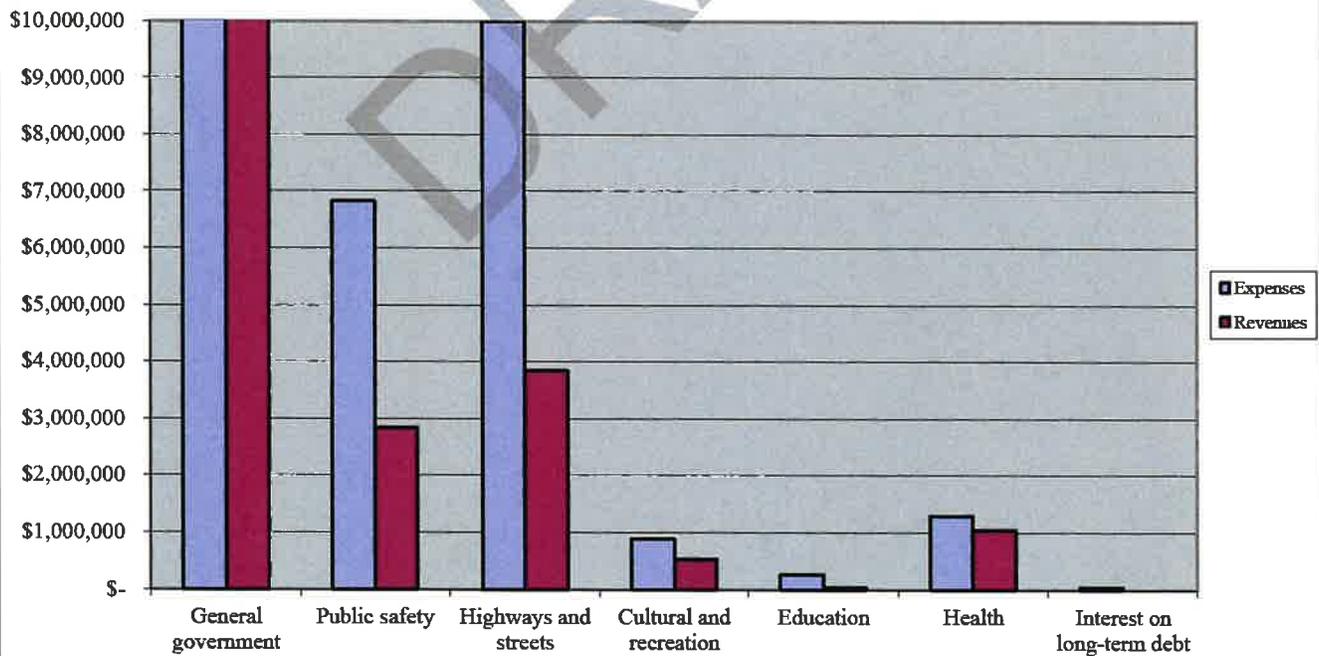
The following graphs show the County's Governmental Activity revenues by source; and expenses and program revenues by functions.

**MORROW COUNTY, OREGON  
MANAGEMENT'S DISCUSSION AND ANALYSIS**

**REVENUES BY SOURCE - GOVERNMENTAL ACTIVITIES**



**EXPENSES AND PROGRAM REVENUES - GOVERNMENTAL ACTIVITIES**



**MORROW COUNTY, OREGON  
MANAGEMENT'S DISCUSSION AND ANALYSIS**

**FINANCIAL ANALYSIS OF THE GOVERNMENT'S FUNDS**

As noted earlier, the County uses fund accounting to ensure and demonstrate compliance with finance-related legal requirements.

**Governmental funds.** The focus of the County's governmental funds is to provide information on near-term inflows, outflows, and balances of spendable resources. Such information is useful in assessing the County's financing requirements. In particular, unassigned fund balance may serve as a useful measure of a government's net resources available for spending at the end of the fiscal year.

As of the end of the current fiscal year, the County's governmental funds reported combined ending fund balances of \$26,206,316, an increase of \$9,168,045 in comparison with the prior year. Approximately 40.71% or \$10,668,488 of this total amount constitutes unassigned fund balance, which is available for spending at the government's discretion. \$15,537,828 or 59.29% is restricted or committed to purposes designated by special revenue or reserve funds. The remainder of fund balance is reserved to indicate that it is not available for new spending because it has already been committed for prepaid items which will not provide spendable resources.

The General Fund is the chief operating fund of the County. At the end of the current fiscal year, the total fund balance of the General Fund was \$10,835,120, of which \$10,668,488 was unassigned. This indicates a high degree of liquidity of the General Fund.

The fund balance of the County's General Fund increased by \$4,094,552 during the fiscal year ended June 30, 2021.

**Budgetary Highlights**

Differences between the original budget and the final amended budget were primarily due to the mid-year supplemental and specific purpose increases. The changes were made to recognize additional resources available from higher actual beginning fund balances and from new grants and fees received as well as additional resources from property taxes due to an actual assessed value larger than the estimated value used in preparation of the original budget.

The budget resolutions increasing or transferring appropriations in the following areas:

- The General Fund budget for the County Clerk's department increased \$30,000 for security equipment purchased with grant dollars.
- The General Fund budget for the Veteran's Department was increased by \$3,338 to reflect an increase in Suicide Awareness grant dollars. The modification allows Morrow County to increase services to Veterans within the County.
- General Fund, Health Department, increase in appropriations in materials & services and capital outlay for \$173 thousand.

**MORROW COUNTY, OREGON  
MANAGEMENT'S DISCUSSION AND ANALYSIS**

**Budgetary Highlights (continued):**

- General Fund, Surveyor, increase in personnel and capital outlay expenditures for adding full-time Surveyor to County budget.
- General Fund, North & South transfer station departments, increase in expenditures for \$35,912, for reservation processing fees, equipment & rental, and Finley Buttes fees
- General Fund, Transfer to Other Funds, move transfer from Equity Fund to Resiliency Fund for \$500 thousand; increase Fair Fund by \$33,165 for grant dollars.
- General Fund, Non-departmental, increase in Other Requirements for Boardman Food Pantry contribution for \$100 thousand.
- General Fund, Non-departmental, increase in capital outlay for Sheriff's building for \$250,000 and \$610,105 for North-End Administration building.
- Fair Fund, increase from General Fund for \$33,165; Cultural Trust grant for economic development capital improvements.
- Safety Fund, increase appropriations for the additional CARES dollars in the amount of \$21,363
- Special Transportation Fund, supplemental budget increase in grant dollars and expenditures for personnel, materials, and services, total 196,086
- Road Fund, increase revenue and expenditures to reflect increase in the amount of \$3,618,040 for the NextEra-Wheatridge Road Use Agreement.
- Equity Fund, decrease transfer from General Fund for <\$500,000>; transfer moved to Resiliency Fund.
- Resiliency Fund, budget transfer from General Fund for \$500,000 and CARES grant dollars \$250,000.

**MORROW COUNTY, OREGON  
MANAGEMENT'S DISCUSSION AND ANALYSIS**

**Capital Projects and Debt Administration**

**Capital Assets.** The County's investment in capital assets for its governmental activities as of June 30, 2021, amounts to \$77,588,781 (net of accumulated depreciation). This investment in capital assets includes land, buildings and improvements, machinery and equipment, roads and bridges, vehicles, and campsites and trails.

Major capital asset purchases during the current fiscal year were made by the General Fund, Road Equipment Reserve, Road Fund, Fair Fund, CIP Fund, Park Fund, and Community Corrections Fund which included the following:

- General – County Clerk \$18,232
- General - Sheriff's Equipment, \$54,745
- General – Health Department, \$43,334
- General – Public Works General Maintenance, \$184,805
- General – South Transfer Station, \$11,719
- General – Surveyor, \$85,283
- General – Non-Departmental, \$334,284
- Road Equipment Reserve - \$1,533,610
- Road Fund - \$1,300,946
- 911 Emergency- \$19,929
- Parks - \$255,489
- CIP Fund - \$3,484,461
- Fair Fund - \$33,233
- Community Corrections Fund - \$42,480

Additional information on the County's capital assets can be found in note 5 on page 43 of this report.

**Long-term debt.** At the end of the current fiscal year, the County had total debt outstanding of \$7,982,840. This was in the form of long-term capital lease obligations, a construction loan for the new Heppner Administrative Building, and bonds payable. The County's total long-term debt increased by decreased by \$6,408,492 during the current fiscal year.

During the current year, the County issued bonds through The Commerce Bank of Oregon to finance the construction of the North Morrow County Government Center in Irrigon, Oregon. Starting in December 2021, semi-annual payments are due in June and December including interest at 1.79%. The total bond proceeds received were \$6,900,000.

Additional information on the County's long-term debt can be found in note 6 on page 44 of this report.

**MORROW COUNTY, OREGON  
MANAGEMENT'S DISCUSSION AND ANALYSIS**

**Key Economic Factors and Budget Information**

- Morrow County was impacted by the 2020 Coronavirus (COVID-19) Pandemic. The Board of Commissioners organized an Emergency Operations Center consisting of key management team including a Commissioner, County Administrator, Public Health Director, Emergency Manager, and other management staff as needed. The County received U.S. Department of the Treasury federal funding, passed through the Oregon Department of Administrative Services, Coronavirus Aid, Relief, and Economic Security Act (“CARES Act”) and American Rescue Plan Act (ARPA) dollars in the amount of \$6.4 million. The permissible use of Funds was limited to necessary expenditures incurred due to the public health emergency.
- The County continues to experience significant industrial development over the last several years, with food processing and data centers in the Port of Morrow and large wind power projects throughout the County. Most of these projects involve some sort of property tax exemption, like SIP (Strategic Investment Program) which is a 15 year exemption or EZ (Enterprise Zone) which can be a 3 year to 15 year exemption. These programs have resulted in an exempt value of around one billion dollars for the County. These projects have created several hundred jobs for the County but unfortunately the residential and commercial development has not increased as much.
- The 2021-2022 fiscal year the County will see the tenth significant payment of Strategic Investment Program (SIP) monies from the Caithness/Shepherds Flat Wind Project, the fifth significant payment from PGE – Carty Plant, and the first payment for Wheatridge Wind and Orchard Wind. The 2021-2022 budget includes an estimated receipt of \$5.7 million for these payments which will be used to fund Road Fund, Road Equipment, and Capital Improvement Fund for capital projects and equipment within the County.
- It is anticipated that the costs of providing cost of living wage increases to be 2.5%, and medical & dental insurance coverage to employees will continue to rise in the next fiscal year.
- The County’s retirement plan experienced a significant change in 2020-2021. The Board of Commissioners, along with three Collective Bargaining Units, approved moving forward with a new defined contribution and PERS retirement plan, effective to all new-hires on or after July 1, 2020. The approval will assist the County in paying down the defined benefit unfunded liability over an estimated twenty-eight years.
  - Defined Benefit Plan:
    - Continue to be “equal to or better” than the PERS plan through the end of fiscal year 2021-2022. The Plan was tested in 2009-2010 and passed the “equal to or better” standard required for public safety members and has historically been applied to all members;
    - County will continue to contribute 24.8% for the 2021-2022 fiscal year.

**MORROW COUNTY, OREGON  
MANAGEMENT'S DISCUSSION AND ANALYSIS**

**Key Economic Factors and Budget Information (continued):**

- Defined Contribution Plan
  - Open to new, 'non-safety', hires effective on or after July 1, 2020;
  - probationary waiting period is six months from the date of hire;
  - employer will contribute 9%, and employee will contribute 6%.
- PERS
  - Open to new, Teamster members, hires effective on or after July 1, 2020;
  - terms are reflective of the PERS agreement.
- Road funding continues to be a priority for Morrow County. In an effort to continue to provide the Road Department with sufficient funds and cover general operation of the department, the 2021-2022 budget included several transfers to the Road Fund of unrestricted, non-property tax monies. The 2021-2022 budget included a transfer of \$3,042,275 from the Finley Buttes License Fee Fund, and a transfer of \$2,610,667 of Strategic Investment Program (SIP) monies from the Shepherds Flat Fees Fund and PGE Carty Fees.
- Road Equipment Reserve received an increase in transfers to support the road equipment replacement plan. The transfers were from the Road Fund, \$1,055,000, and Shepherds Flat SIP money, \$175,000.

All of these factors were considered in preparing the County's budget for fiscal year 2021-2022. The unassigned fund balances increased to \$8,385,969, (General Fund - \$3,637,616, and all other funds, \$4,748,353).

**Requests for Information:**

This financial report is designed to provide a general overview of Morrow County's finances for all those with an interest in the government's finances. Questions concerning any of the information provided in this report or requests for additional financial information should be directed to the following address:

**Morrow County Finance, PO Box 867, Heppner, OR 97836**

**BASIC FINANCIAL STATEMENTS**

DRAFT

**MORROW COUNTY, OREGON**

**Statement of Net Position**

**June 30, 2021**

	<u>Governmental Activities</u>
<b><u>ASSETS:</u></b>	
Cash and investments	\$ 28,300,930
Receivables (net of allowance for uncollectibles):	
Property taxes	313,068
Other receivables	1,131,751
Prepaid expenses	166,632
Capital assets:	
Land and other non-depreciable assets	8,583,324
Other capital assets (net of accumulated depreciation)	69,005,457
Total assets	<u>107,501,162</u>
<b><u>DEFERRED OUTFLOWS OF RESOURCES:</u></b>	
Pension and other post employment benefits deferrals	3,655,863
Total deferred outflows of resources	<u>3,655,863</u>
<b><u>LIABILITIES:</u></b>	
Accounts payable	3,165,471
Accrued payroll and payroll taxes payable	294,390
Compensated absences	389,312
Non current liabilities:	
Long-term debt, due within one year	532,659
Long-term debt, due in more than one year	7,450,181
Net pension liability	12,909,992
Other post employment benefits	377,016
Total liabilities	<u>25,119,021</u>
<b><u>NET POSITION:</u></b>	
Net investment in capital assets	69,605,941
Restricted for:	
Highways and streets	4,154,454
Public safety	1,098,026
Education	1,315
Other restrictions	207,216
Unrestricted	10,971,052
Total net position	<u>\$ 86,038,004</u>

The notes to the financial statements  
are an integral part of this statement.

**MORROW COUNTY, OREGON**

**Statement of Activities**

**Year Ended June 30, 2021**

<u>Functions/Programs</u>	<u>Program Revenues</u>				<u>Net (Expense) Revenue and Change in Net Position</u>
	<u>Expenses</u>	<u>Fees, Fines, and Charges for Services</u>	<u>Operating Grants and Contributions</u>	<u>Capital Grants and Contributions</u>	
General government	\$ 11,181,819	\$ 6,854,454	\$ 3,014,199	\$ 243,752	\$ (1,069,414)
Public safety	6,826,041	1,178,940	1,667,129	-	(3,979,972)
Highways and streets	10,006,551	3,320,185	526,131	-	(6,160,235)
Cultural and recreation	891,560	324,227	202,767	-	(364,566)
Education	262,137	4,478	30,891	-	(226,768)
Health	1,299,044	277,854	774,945	-	(246,245)
Interest on long-term debt	29,244	-	-	-	(29,244)
<b>Total governmental activities</b>	<b>\$ 30,496,396</b>	<b>\$ 11,960,138</b>	<b>\$ 6,216,062</b>	<b>\$ 243,752</b>	<b>(12,076,444)</b>

General revenues:

Taxes:

Property taxes, levied for general purposes	10,548,982
Payments in lieu of taxes	2,120,598
State shared taxes	1,790,514
Interest and investment earnings	173,642
Other revenues	2,748,885
<b>Total general revenues</b>	<b>17,382,621</b>
Change in net position	5,306,177
<b>Net position--beginning</b>	<b>80,731,827</b>
<b>Net position--ending</b>	<b>\$ 86,038,004</b>

The notes to the financial statements are an integral part of this statement.

**MORROW COUNTY, OREGON**

**Governmental Funds**

**Balance Sheet**

**June 30, 2021**

	General	General Road	Capital		Total
			Improvement Projects	Other Governmental	
<b><u>ASSETS:</u></b>					
Cash and investments	\$ 10,625,475	\$ 4,754,732	\$ 3,997,095	\$ 8,923,628	\$ 28,300,930
Receivables					
Property taxes	308,645	-	-	4,423	313,068
Due from other funds	170,381	-	-	-	170,381
Other receivables	271,735	5,784	-	854,232	1,131,751
Prepays	166,632	-	-	-	166,632
<b>Total assets</b>	<b>\$ 11,542,868</b>	<b>\$ 4,760,516</b>	<b>\$ 3,997,095</b>	<b>\$ 9,782,283</b>	<b>\$ 30,082,762</b>
<b><u>LIABILITIES:</u></b>					
Accounts payable	\$ 268,937	\$ 1,913,964	\$ 622,366	\$ 360,204	\$ 3,165,471
Accrued payroll and payroll taxes payable	196,085	58,826	-	39,479	294,390
Due to other funds	-	-	-	170,381	170,381
<b>Total liabilities</b>	<b>465,022</b>	<b>1,972,790</b>	<b>622,366</b>	<b>570,064</b>	<b>3,630,242</b>
<b><u>DEFERRED INFLOWS OF RESOURCES:</u></b>					
Deferred property taxes	242,726	-	-	3,478	246,204
<b>Total deferred inflows of resources</b>	<b>242,726</b>	<b>-</b>	<b>-</b>	<b>3,478</b>	<b>246,204</b>
<b><u>FUND BALANCES:</u></b>					
Nonspendable	166,632	-	-	-	166,632
Restricted	-	2,787,726	-	2,793,577	5,581,303
Committed	-	-	3,374,729	6,415,164	9,789,893
Unassigned	10,668,488	-	-	-	10,668,488
<b>Total fund balances</b>	<b>10,835,120</b>	<b>2,787,726</b>	<b>3,374,729</b>	<b>9,208,741</b>	<b>26,206,316</b>
<b>Total liabilities, deferred inflows of resources, and fund balances</b>	<b>\$ 11,542,868</b>	<b>\$ 4,760,516</b>	<b>\$ 3,997,095</b>	<b>\$ 9,782,283</b>	<b>\$ 30,082,762</b>

The notes to the financial statements  
are an integral part of this statement.

MORROW COUNTY, OREGON

Governmental Funds  
Reconciliation of the Balance Sheet  
to the Statement of Net Position  
June 30, 2021

Fund Balances - Governmental Funds	\$ 26,206,316
Amounts reported for governmental activities in the statement of net position are different because:	
Capital assets used in governmental activities are not financial resources and therefore are not reported in the governmental funds.	
Governmental capital assets	\$ 182,900,124
Less accumulated depreciation	<u>(105,311,343)</u>
	77,588,781
Deferred outflows of resources related to pensions and other post employment benefits are not current financial resources, so are not reported in the governmental fund statements.	3,655,863
Long-term liabilities, including capital leases payable are not due and payable in the current period and therefore are not reported in the governmental funds.	
Notes payable	(711,903)
Bonds payable	(6,900,000)
Capital leases payable	(370,937)
Accrued compensated absences are not due and payable in the current period and therefore are not reported in the funds.	(389,312)
Net pension liability for the County's retirement plan is not reported in the governmental fund financial statements because such amounts are not due and payable in the current period. (See Note 19 to the financial statements)	(12,909,992)
Other post employment benefits liability for the County is not reported in the governmental fund financial statements because such amounts are not due and payable in the current period. (See Note 20 to the financial statements)	(377,016)
Deferred revenue represents amounts that were not available to fund current expenditures and therefore are not reported in the governmental funds.	<u>246,204</u>
Net Position of Governmental Activities	<u>\$ 86,038,004</u>

The notes to the financial statements  
are an integral part of this statement.

**MORROW COUNTY, OREGON**

**Governmental Funds**  
**Statement of Revenues, Expenditures and Changes in Fund Balances**  
**Year Ended June 30, 2021**

	General	General Road	Capital Improvement Projects	Other Governmental	Total
<b><u>REVENUES:</u></b>					
Taxes	\$ 12,498,664	\$ 1,180,495	\$ -	\$ 468,569	\$ 14,147,728
Intergovernmental	3,096,968	526,131	-	3,152,407	6,775,506
Fees, fines, and charges for services	1,218,372	-	-	7,913,641	9,132,013
Investment interest	74,786	16,949	7,881	74,026	173,642
Miscellaneous	1,640,378	3,815,704	-	154,581	5,610,663
Total revenues	<u>18,529,168</u>	<u>5,539,279</u>	<u>7,881</u>	<u>11,763,224</u>	<u>35,839,552</u>
<b><u>EXPENDITURES:</u></b>					
Current:					
General government	7,054,670	-	107,824	3,184,992	10,347,486
Public safety	4,645,690	-	-	1,549,027	6,194,717
Highways and streets	-	6,741,938	-	-	6,741,938
Cultural and recreation	11,000	-	-	667,392	678,392
Education	-	-	-	262,137	262,137
Health	1,229,771	-	-	-	1,229,771
Capital outlay	735,611	1,300,946	3,484,461	2,075,296	7,596,314
Debt service:					
Principal	-	-	360,824	130,684	491,508
Interest	-	-	11,798	17,446	29,244
Total expenditures	<u>13,676,742</u>	<u>8,042,884</u>	<u>3,964,907</u>	<u>7,886,974</u>	<u>33,571,507</u>
<b><u>EXCESS (DEFICIENCY) OF</u></b>					
<b><u>REVENUES OVER (UNDER)</u></b>					
	<u>4,852,426</u>	<u>(2,503,605)</u>	<u>(3,957,026)</u>	<u>3,876,250</u>	<u>2,268,045</u>
<b><u>OTHER FINANCING SOURCES</u></b>					
<b><u>(USES):</u></b>					
Bond proceeds	-	-	6,900,000	-	6,900,000
Transfers in	317,377	4,246,667	394,000	1,928,003	6,886,047
Transfers out	(1,075,251)	(730,000)	-	(5,080,796)	(6,886,047)
Total other financing sources (uses)	<u>(757,874)</u>	<u>3,516,667</u>	<u>7,294,000</u>	<u>(3,152,793)</u>	<u>6,900,000</u>
<b><u>NET CHANGE IN FUND</u></b>					
<b><u>BALANCES</u></b>					
	<u>4,094,552</u>	<u>1,013,062</u>	<u>3,336,974</u>	<u>723,457</u>	<u>9,168,045</u>
<b><u>FUND BALANCES, BEGINNING OF</u></b>					
<b><u>YEAR</u></b>					
	<u>6,740,568</u>	<u>1,774,664</u>	<u>37,755</u>	<u>8,485,284</u>	<u>17,038,271</u>
<b><u>FUND BALANCES, END OF YEAR</u></b>					
	<u>\$ 10,835,120</u>	<u>\$ 2,787,726</u>	<u>\$ 3,374,729</u>	<u>\$ 9,208,741</u>	<u>\$ 26,206,316</u>

The notes to the financial statements  
are an integral part of this statement.

**MORROW COUNTY, OREGON**

**Governmental Funds**  
**Reconciliation of the Statement of Revenues, Expenditures, and**  
**Changes in Fund Balances to the Statement of Activities**  
**Year Ended June 30, 2021**

Net change in fund balances - Governmental Funds \$ 9,168,045

Amounts reported for governmental activities in the statement of activities are different because:

Governmental funds report capital outlay as expenditures. However in the statement of activities, the cost of those assets is depreciated over their estimated useful lives. When capital assets are disposed of the difference between original cost and depreciation and the proceeds are booked as a gain or (loss) on the sale. This entry takes into account the difference in how capital costs are treated between the Statement of Activities and the governmental fund statements.

Expenditures for capital assets	\$ 7,596,314	
Less current year depreciation	(4,269,590)	
Disposal of Capital Assets and other adjustments	<u>(3,575)</u>	3,323,149

Revenues in the statement of activities that do not provide current financial resources are not reported as revenues in the governmental funds.

Net change in deferred property taxes	(33,404)
---------------------------------------	----------

The issuance of long-term debt (e.g. notes payable, capital leases) provides current financial resources to governmental funds, while the repayment of the principal of long-term debt consumes the current financial resources of governmental funds. Neither transaction, however, has any effect on net position.

Proceeds from bonds payable	(6,900,000)	
Principal payments on notes payable and capital leases	<u>491,508</u>	(6,408,492)

Some expenses reported in the statement of activities do not require the use of current financial resources and therefore are not reported as expenditures in governmental funds.

Net change in compensated absences		123,807
Net change in net pension liability	(1,132,189)	
Net change in net other post employment benefits liability	26,524	
Net change in deferred outflows of resources - pension deferrals	<u>238,737</u>	<u>(866,928)</u>

Change in Net Position of Governmental Activities	<u>\$ 5,306,177</u>
---	---------------------

The notes to the financial statements  
are an integral part of this statement.

**MORROW COUNTY, OREGON**

**General Fund**

**Statement of Revenues, Expenditures, and Changes in Fund Balances**

**Budget (Non-GAAP Budgetary Basis) to Actual**

**Year Ended June 30, 2021**

	Budgeted Amounts		Actual Amounts	Variance with Final Budget
	Original	Final		
<b>REVENUES:</b>				
Property taxes	\$ 10,500,044	\$ 10,500,044	\$ 10,476,941	\$ (23,103)
Payments in lieu of taxes	650,000	650,000	1,925,373	1,275,373
Liquor tax apportionment	50,000	50,000	85,900	35,900
Cigarette tax apportionment	10,000	10,000	8,387	(1,613)
Amusement Device Tax	-	-	2,063	2,063
General government grants	8,000	41,165	182,286	141,121
Wolf depredation grant	8,650	8,650	22,260	13,610
Assessor fees and other	19,600	19,600	20,377	777
Clerk, recorder fees, and grants	78,176	108,176	146,896	38,720
Veterans service office grants and other	81,054	81,054	91,438	10,384
District attorney grants and other	40,500	40,500	74,678	34,178
Emergency management grants	63,600	63,600	78,158	14,558
Health department fees	146,900	146,900	277,854	130,954
Health department grants and other	437,281	610,281	1,933,927	1,323,646
Juvenile court grants and other	52,950	52,950	36,979	(15,971)
State grant, assessment and taxation	124,300	124,300	202,967	78,667
Non-departmental fees and other	1,579,400	2,189,505	1,465,703	(723,802)
Planning fees and grants	31,800	31,800	62,631	30,831
Weed department fees and grants	20,500	20,500	35,008	14,508
Transfer station revenue and fees	59,500	59,500	108,540	49,040
Sheriff civil fees and other	351,232	351,232	450,156	98,924
Sheriff intergovernmental contracts	422,666	422,666	399,755	(22,911)
Justice court fines and other	273,000	273,000	366,105	93,105
Interest	100,000	100,000	74,786	(25,214)
Total revenues	15,109,153	15,955,423	18,529,168	2,573,745
<b>EXPENDITURES:</b>				
General government:				
County court	633,900	650,366	566,951	83,415
County accountant	572,920	572,920	545,824	27,096
Assessor	876,970	876,970	786,408	90,562
Treasurer	138,825	138,825	126,747	12,078
County clerk	346,657	385,552	369,403	16,149
Veteran's service officer	108,941	112,279	98,259	14,020
Juvenile	409,374	409,374	357,052	52,322
Planning department	377,323	388,900	358,565	30,335
Community development	150,052	150,052	100,389	49,663
County surveyor	179,226	190,869	178,626	12,243
Public works, administrator	573,800	579,349	253,978	325,371
Public works, general maintenance	590,058	598,792	524,744	74,048
Computer	190,267	190,267	168,961	21,306
Weed department	151,326	151,326	117,591	33,735
Board of Property Tax Appeals	2,882	2,947	2,058	889
Solid waste transfer station - north	37,670	53,764	63,514	(9,750)
Solid waste transfer station - south	65,221	85,039	85,046	(7)
Non-departmental	3,839,613	4,899,718	2,956,376	1,943,342
Total general government	9,245,025	10,437,309	7,660,492	2,776,817

The notes to the financial statements  
are an integral part of this statement.

**MORROW COUNTY, OREGON**

**General Fund**  
**Statement of Revenues, Expenditures, and Changes in Fund Balances**  
**Budget (Non-GAAP Budgetary Basis) to Actual**  
**Year Ended June 30, 2021**

Continued from previous page.

**EXPENDITURES (continued):**

	Budgeted Amounts		Actual Amounts	Variance with Final Budget
	Original	Final		
Public Safety:				
District attorney	430,148	442,112	392,200	49,912
Justice of the peace	335,161	342,399	296,229	46,170
Sheriff	4,605,707	4,355,707	3,941,599	414,108
Emergency management	43,807	44,328	20,829	23,499
Total public safety	5,414,823	5,184,546	4,650,857	533,689
Heath:				
Health department	1,518,939	1,691,939	1,270,179	421,760
Total health	1,518,939	1,691,939	1,270,179	421,760
Cultural and recreation:				
Museum	11,000	11,000	11,000	-
Total cultural and recreation	11,000	11,000	11,000	-
Contingency	-	-	-	-
Total expenditures	16,189,787	17,324,794	13,592,528	3,732,266
<b><u>EXCESS (DEFICIENCY) OF REVENUES</u></b>				
<b><u>OVER (UNDER) EXPENDITURES</u></b>	(1,080,634)	(1,369,371)	4,936,640	6,306,011
<b><u>OTHER FINANCING SOURCES (USES):</u></b>				
Transfers in	489,377	489,377	317,377	(172,000)
Transfers out	(1,085,172)	(1,118,337)	(1,075,251)	43,086
Total other financing sources (uses)	(595,795)	(628,960)	(757,874)	(128,914)
<b><u>NET CHANGE IN FUND BALANCES</u></b>	(1,676,429)	(1,998,331)	4,178,766	6,177,097
<b><u>FUND BALANCES, BEGINNING</u></b>	4,912,628	5,234,530	6,408,497	1,173,967
<b><u>FUND BALANCES, ENDING</u></b>	\$ 3,236,199	\$ 3,236,199	\$ 10,587,263	\$ 7,351,064

The notes to the financial statements  
are an integral part of this statement.

**MORROW COUNTY, OREGON**

**General Road Fund**

**Statement of Revenues, Expenditures, and Changes in Fund Balances**

**Budget (Non-GAAP Budgetary Basis) to Actual**

**Year Ended June 30, 2021**

	<u>Budgeted Amounts</u>		<u>Actual Amounts</u>	<u>Variance with Final Budget</u>
	<u>Original</u>	<u>Final</u>		
<b><u>REVENUES:</u></b>				
Federal forest fees	\$ 120,235	\$ 120,235	\$ 93,463	\$ (26,772)
Licenses	1,402,236	1,402,236	1,180,495	(221,741)
Intergovernmental	641,983	641,983	432,668	(209,315)
Reimbursed items	110,000	3,728,040	3,771,427	43,387
Interest	4,000	4,000	16,949	12,949
Other	25,275	25,275	44,277	19,002
Total revenues	<u>2,303,729</u>	<u>5,921,769</u>	<u>5,539,279</u>	<u>(382,490)</u>
<b><u>EXPENDITURES:</u></b>				
Road department	6,399,515	8,017,555	6,704,898	1,312,657
Capital equipment	70,000	2,070,000	1,307,938	762,062
Contingency	660,906	660,906	-	660,906
Total expenditures	<u>7,130,421</u>	<u>10,748,461</u>	<u>8,012,836</u>	<u>2,735,625</u>
<b><u>EXCESS (DEFICIENCY) OF REVENUES OVER (UNDER) EXPENDITURES</u></b>				
	<u>(4,826,692)</u>	<u>(4,826,692)</u>	<u>(2,473,557)</u>	<u>2,353,135</u>
<b><u>OTHER FINANCING SOURCES:</u></b>				
Transfers in	4,246,667	4,246,667	4,246,667	-
Transfers out	(730,000)	(730,000)	(730,000)	-
Total other financing sources (uses)	<u>3,516,667</u>	<u>3,516,667</u>	<u>3,516,667</u>	<u>-</u>
<b><u>NET CHANGE IN FUND BALANCES</u></b>				
	<u>(1,310,025)</u>	<u>(1,310,025)</u>	<u>1,043,110</u>	<u>2,353,135</u>
<b><u>FUND BALANCES, BEGINNING</u></b>				
	<u>2,310,025</u>	<u>2,310,025</u>	<u>1,647,316</u>	<u>(662,709)</u>
<b><u>FUND BALANCES, ENDING</u></b>				
	<u>\$ 1,000,000</u>	<u>\$ 1,000,000</u>	<u>\$ 2,690,426</u>	<u>\$ 1,690,426</u>

The notes to the financial statements  
are an integral part of this statement.

MORROW COUNTY, OREGON

Capital Improvement Project Fund

Statement of Revenues, Expenditures, and Changes in Fund Balances

Budget (Non-GAAP Budgetary Basis) to Actual

Year Ended June 30, 2021

	<u>Budgeted Amounts</u>		<u>Actual Amounts</u>	<u>Variance with Final Budget</u>
	<u>Original</u>	<u>Final</u>		
<b><u>REVENUES:</u></b>				
Interest	\$ -	\$ -	\$ 7,881	\$ 7,881
<b><u>EXPENDITURES:</u></b>				
Debt service	394,000	394,000	372,622	21,378
Capital outlay	-	4,753,186	3,592,285	1,160,901
Total expenditures	<u>394,000</u>	<u>5,147,186</u>	<u>3,964,907</u>	<u>1,182,279</u>
<b><u>EXCESS (DEFICIENCY) OF REVENUES OVER (UNDER) EXPENDITURES</u></b>	(394,000)	(5,147,186)	(3,957,026)	1,190,160
<b><u>OTHER FINANCING SOURCES:</u></b>				
Bond proceeds	-	6,900,000	6,900,000	-
Transfers in	394,000	394,000	394,000	-
Total other financing sources	<u>394,000</u>	<u>7,294,000</u>	<u>7,294,000</u>	<u>-</u>
<b><u>NET CHANGE IN FUND BALANCES</u></b>	-	2,146,814	3,336,974	1,190,160
<b><u>FUND BALANCES, BEGINNING</u></b>	<u>30,049</u>	<u>30,049</u>	<u>37,755</u>	<u>7,706</u>
<b><u>FUND BALANCES, ENDING</u></b>	<u>\$ 30,049</u>	<u>\$ 2,176,863</u>	<u>\$ 3,374,729</u>	<u>\$ 1,197,866</u>

The notes to the financial statements  
are an integral part of this statement.

**MORROW COUNTY, OREGON**

**Agency Funds**  
**Statement of Fiduciary Net Position**  
**June 30, 2021**

	<b><u>Agency Funds</u></b>
<b>ASSETS:</b>	
Cash and investments	\$ 3,750,835
Taxes receivable	901,715
Total assets	<u>4,652,550</u>
<b>LIABILITIES:</b>	
Payable to other agencies	4,652,550
Total liabilities	<u>4,652,550</u>
<b>NET POSITION</b>	<u>\$ -</u>

DRAFT

The notes to the financial statements are an integral part of this statement.

## MORROW COUNTY, OREGON

### Notes to Basic Financial Statements

June 30, 2021

#### NOTE 1 – SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES:

Morrow County was organized February 16, 1885 under the Statutory Provisions of Oregon Law. Administration of the County is vested in an elected county court consisting of a county judge and two commissioners.

The financial statements of Morrow County, Oregon include the accounts of all County operations and have been prepared in conformity with generally accepted accounting policies as applied to government units. The Governmental Accounting Standards Board (GASB) is the accepted standard-setting body for establishing governmental accounting and financial reporting principles. The more significant of the County's accounting policies are described below.

#### Reporting Entity:

A component unit is a separate legal organization for which the County is considered to be financially accountable. The County has determined that no other organization meets the criteria to be included as a component unit in the County's financial statements.

#### Government-wide and fund financial statements:

The government-wide financial statements (the statement of net position and the statement of activities) report information on all of the nonfiduciary activities of the County. For the most part, the effect of interfund activity has been removed from these statements. Governmental activities, which normally are supported by taxes and intergovernmental revenues, are reported separately from business-type activities, which rely to a significant extent on fees and charges for support. The County had no business-type activities for the year ended June 30, 2021.

The statement of activities demonstrates the degree to which the direct expenses of a given function or segment is offset by program revenues. Direct expenses are those that are clearly identifiable with a specific function or segment. Program revenues include : 1) charges to customers or applicants who purchase, use or directly benefit from goods, services, or privileges provided by a given function or segment and 2) grants and contributions that are restricted to meeting the operational or capital requirements of a particular function or segment. Taxes and other items not properly included among program revenues are reported instead as general revenues.

Separate financial statements are provided for governmental funds and fiduciary funds, even though the latter are excluded from the government-wide financial statements. Major individual governmental funds are reported in separate columns with composite columns for non-major funds.

**MORROW COUNTY, OREGON**

**Notes to Basic Financial Statements**

**June 30, 2021**

**NOTE 1 -- SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (continued):**

**Measurement focus, basis of accounting, and financial statement presentation:**

The government-wide financial statements are reported using the economic resources measurement focus and the accrual basis of accounting, as are the fiduciary fund financial statements. Revenues are recorded when earned and expenses are recorded when a liability is incurred, regardless of the timing of related cash flows. Property taxes are recognized as revenues in the year for which they are levied. Grants and similar items are recognized as revenue as soon as all eligibility requirements imposed by the provider have been met.

Governmental fund financial statements are reported using the current financial resources measurement focus and the modified accrual basis of accounting. Revenues are recognized as soon as they are both measurable and available. Revenues are considered to be available when they are collectible within the current period or soon enough thereafter to pay liabilities of the current period. For this purpose, the government considers revenues to be available if they are collected within 60 days of the end of the current fiscal period. Expenditures generally are recorded when a liability is incurred, as under accrual accounting. However, principal and interest of long-term debt are recorded as fund liabilities when payment is due.

Those revenues susceptible to accrual are property taxes, special assessments, intergovernmental revenue, licenses, interest revenue, and charges for services. All other revenue items are considered to be measurable and available only when cash is received by the County.

The County reports deferred revenue on its balance sheet. Deferred revenues arise when a potential revenue does not meet both the "measurable" and "available" criteria for recognition in the current period. Deferred revenues also arise when resources are received by the government before it has a legal claim to them. In subsequent periods, when other revenue recognition criteria are met, or when the County has legal claim to the resources, the liability for deferred revenue is removed from the balance sheet and revenue is recognized.

The County reports the following major governmental funds:

- The General Fund is the County's primary operating fund. It accounts for all financial resources of the general government, except those required to be accounted for in another fund.
- The General Road Fund accounts for revenues and expenditures association with the improvement and maintenance of the County's road infrastructure.

**MORROW COUNTY, OREGON**

**Notes to Basic Financial Statements**  
**June 30, 2021**

**NOTE 1 -- SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (continued):**

Additionally, the County reports the following fund types:

Special Revenue Funds are primarily operating funds that account for revenue derived from specific taxes or other revenue sources, which are legally restricted to finance particular functions or activities. When a special revenue fund is not an operating fund, transfers are made from the special revenue fund to the operating funds authorized to make expenditures.

Capital Project Funds account for expenditures on major construction projects or equipment acquisition.

Fiduciary Funds account for assets held by the County for other governmental units. These funds are custodial in nature (assets equal liabilities) and do not measure the results of operations.

**Assets, liabilities, and net position or equity:**

**Cash and investments:**

Cash includes demand deposits, short-term cash investments, and deposits in the Oregon Local Government Investment Pool (LGIP). The County Treasurer combines each fund's cash in a cash pool which is accounted for monthly.

Oregon Revised Statutes authorize counties to invest in obligations of the U.S. Treasury, agencies and instrumentalities of the United States, bankers acceptances guaranteed by a qualified financial institution, repurchase agreements, interest bearing bonds of any city, county, or port, among others.

The Oregon Short Term Fund (OSTF) is the LGIP for local governments and was established by the State Treasurer. OSTF investments are regulated by the Oregon Short Term Fund Board and approved by the Oregon Investment Council (ORS 294.805 to 294.895). The fair value of the District's position in the pool is the same as the value of its pool shares.

**Inventories:**

The County does not have any significant inventories. Inventory items are recorded as expenditures when purchased.

MORROW COUNTY, OREGON

Notes to Basic Financial Statements

June 30, 2021

**NOTE 1 -- SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (continued):**

Receivables and payables:

During the course of operations, numerous transactions occur between individual funds for goods provided or services rendered. These receivables and payables are classified as "due from other funds" or "due to other funds". Property tax receivables are deemed to be substantially collectible or recoverable through foreclosure. Accordingly, no allowance for doubtful tax accounts is deemed necessary. All other receivables are shown net of an allowance for uncollectible accounts.

Morrow County assesses, collects, and distributes property taxes for all local governments within the County. Property taxes are billed in October of each year. Unpaid personal and real property taxes become liens against the property on July 1. Property taxes are payable in three installments due November 15, February 15, and May 15. A 3% discount is allowed for full payment by November 15. Interest at 16% annually is charged for late payments.

Capital assets and long-term liabilities:

The County capitalized assets purchased or constructed with an individual cost of more than \$5,000 and an estimated useful life in excess of one year. All capital assets are valued at historical cost or estimated historical cost if actual historical cost is not available. Donated fixed assets are valued at their estimated fair values on the date donated.

Capital assets are comprehensively reported in the governmental-wide financial statements. Capital assets are depreciated using the straight-line method. Maintenance and repairs are charged to expenditures in various budgetary funds as incurred and are not capitalized. Upon disposal, the cost and applicable accumulated depreciation are removed from the respective account, and the resulting gain or loss is recorded in operations.

The estimated useful lives for depreciable assets are as follows:

Street system	40-50 years
Buildings and improvements	15-40 years
Machinery and equipment	4-20 years
Automobiles and trucks	4-6 years

Long-term debt and other long-term obligations are reported as liabilities in the government-wide financial statements.

MORROW COUNTY, OREGON

Notes to Basic Financial Statements

June 30, 2021

NOTE 1 -- SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (continued):

Compensated absences:

It is the County's policy to permit employees to accumulate earned but unused vacation benefits. All vacation pay is accrued when incurred in the government-wide statements.

Income taxes:

The County is a municipal corporation exempt from federal and state income taxes.

Fund balance:

In the fund financial statements, the fund balance for governmental funds is reported in classifications that comprise a hierarchy based primarily on the extent to which the government is bound to honor constraints on the specific purposes for which amounts in those funds can be spent.

Fund balance is reported as nonspendable when the resources cannot be spent because they are either in a nonspendable form or legally or contractually required to be maintained intact. Nonspendable items are not expected to be converted to cash and include inventories and prepaid amounts.

Fund balance is reported as restricted when the constraints placed on the use of resources are either: (a) externally imposed by creditors (such as through debt covenants), grantors, contributors, or laws or regulations of other governments; or (b) imposed by law through constitutional provisions or enabling legislation.

Fund balance is reported as committed when the County Court passes a resolution that places specific constraints on how the resources may be used. The County Court can modify or rescind the resolution at any time through passage of an additional resolution.

Fund balance is reported as assigned when resources are constrained by the government's intent to use them for a specific purpose, but are neither restricted nor committed. Intent is expressed when the County Court approves which resources should be assigned to expenditure for particular purposes during the adoption of the annual budget. The County's Finance Director uses that information to determine whether those resources should be classified as assigned or unassigned for presentation in the County's financial statements.

Unassigned fund balance is the residual classification for the General Fund. This classification represents fund balance that has not been restricted, committed, or assigned.

MORROW COUNTY, OREGON

Notes to Basic Financial Statements

June 30, 2021

**NOTE 1 -- SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (continued):**

When the option is available to use restricted or unrestricted resources for any purpose, the County expends restricted resources first. When the option is available to use committed, assigned, or unassigned resources for any purpose, the County expends committed resources before assigned resources, and assigned resources before unassigned resources.

Use of estimates:

The preparation of financial statements in conformity with generally accepted accounting principles requires management to make estimates and assumptions that affect the reported amounts of assets and liabilities and disclosure of contingent assets and liabilities at the date of the financial statements and the reported amounts of revenues and expenses during the reporting period. Actual results could differ from those estimates.

**NOTE 2 – FUND BALANCES, STEWARDSHIP, COMPLIANCE, AND ACCOUNTABILITY:**

Fund balances by classification for the year ended June 30, 2021 were as follows:

	<u>General</u>	<u>General Road</u>	<u>Other Governmental</u>	<u>Total Governmental Funds</u>
<b><u>Fund Balances</u></b>				
<b>Nonspendable:</b>				
Prepays and deposits	\$ 166,632	\$ -	\$ -	\$ 166,632
<b>Restricted:</b>				
Public safety	-	-	1,121,924	1,121,924
Highways and streets	-	2,787,726	1,464,028	4,251,754
Education	-	-	409	409
Other restrictions	-	-	207,216	207,216
Total restricted	<u>-</u>	<u>2,787,726</u>	<u>2,793,577</u>	<u>5,581,303</u>
<b>Committed:</b>				
Culture and recreation	-	-	580,183	580,183
Education	-	-	31,250	31,250
Capital projects	-	-	1,744,768	1,744,768
Economic development	-	-	620,294	620,294
Other committed	-	-	3,438,669	6,813,398
Total committed	<u>-</u>	<u>-</u>	<u>6,415,164</u>	<u>9,789,893</u>
Unassigned	<u>10,668,488</u>	<u>-</u>	<u>-</u>	<u>10,668,488</u>
Ending fund balance	<u>\$ 10,835,120</u>	<u>\$ 2,787,726</u>	<u>\$ 9,208,741</u>	<u>\$ 26,206,316</u>

Of the amount restricted for highways and streets, \$2,787,726 is restricted by enabling legislation.

**MORROW COUNTY, OREGON**

**Notes to Basic Financial Statements**

**June 30, 2021**

**NOTE 2 – FUND BALANCES, STEWARDSHIP, COMPLIANCE, AND ACCOUNTABILITY**  
**(continued):**

**Budget procedures:**

A budget is prepared for each fund in accordance with the modified accrual basis of accounting and legal requirements set forth in the Oregon Local Budget Law. Budget amounts shown in the financial statements include the original and supplemental budget amounts and all appropriation transfers approved by the County Commissioners.

The budget for the General Fund includes capital outlay expenditures in each program for capital outlay applicable to that program. Capital outlay expenditures in other funds, which are not a part of an identifiable program, are reported separately.

The County uses the following procedures in establishing the budgetary data reflected in the financial statements:

1. The appointed budget officer develops a proposed budget for submission to the budget committee appointed by the County Commissioners. The operating budget includes proposed expenditures and the means for financing them for the upcoming year, along with estimates for the current year and actual data for the two preceding years.
2. After the proposed budget is prepared, the budget officer publishes a "Notice of Budget Committee Meeting" in at least one newspaper of general circulation. At the budget committee meeting, the budget message is delivered explaining the proposed budget and any significant changes in the County's financial position. The budget committee meets thereafter as many times as necessary until the budget document is completed.
3. After approval by the budget committee and the required public hearing, and prior to July 1, the budget is adopted by the County Commissioners, and appropriations are enacted by resolution. Appropriations control expenditures in broad categories as required by Oregon Local Budget Law. More detailed classifications of budgeted expenditures are adopted for administrative control purposes. Budget appropriations lapse at year end.
4. Management is not allowed to modify the budget without action by the governing body. The governing body is authorized to modify the original budget appropriation ordinance in the following ways:
  - a. Transfer of budget appropriations within a fund are authorized by resolution of the governing body.
  - b. Budget revisions that increase total expenditures in any fund require a supplemental budget to be adopted. If a supplemental budget increases a fund's expenditures by less than 10%, the County can adopt the adoption resolution at a regularly scheduled meeting. If a supplemental budget increases a fund's expenditures by more than 10%, the County can adopt it by publishing a notice five to thirty days before a meeting is held to pass the adoption resolution.

MORROW COUNTY, OREGON

Notes to Basic Financial Statements

June 30, 2021

NOTE 2 – FUND BALANCES, STEWARDSHIP, COMPLIANCE, AND ACCOUNTABILITY

(continued):

Three supplemental budgets were adopted during the year ended June 30, 2021; total appropriations increased by \$14,450,354.

5. The following funds legally adopt annual budgets:

General fund, all special revenue funds, and all capital project funds.

6. The agency funds do not adopt annual budgets. These funds are not used to expend funds for County activities or functions.
7. Expenditures may not legally exceed budget appropriations at the departmental level of control in most funds. Appropriations are made at various legal levels of control for each fund.
8. For budget preparation, capital lease proceeds and related capital outlay expenditures are recorded when the capital lease payments are disbursed.

Budget overexpenditures:

Oregon state local budget laws prohibit overexpenditure of budgeted appropriations. For the year ended June 30, 2021, the County overexpended the budget of the following funds:

General Fund	Solid Waste Transfer - North	\$ 9,750
General Fund	Solid Waste Transfer - South	\$ 7
Park Fund	Fair park	\$ 2,301
Shepherd Flat Fees Fund	Special Payments	\$ 20,515
FTA Grant Fund	Personal services	\$ 86

**MORROW COUNTY, OREGON**

**Notes to Basic Financial Statements**

**June 30, 2021**

**NOTE 3 – CASH AND INVESTMENTS:**

The County maintains a cash management pool for its cash and cash equivalents in which each fund participates. Interest earnings are distributed monthly based on average daily balances.

Cash

Demand deposits	\$ 202,653
Petty cash	2,016
	<u>204,669</u>

Investments

State of Oregon Local Government Investment Pool	<u>31,847,096</u>
--	-------------------

<u>Weighted Average Maturity (Years)</u>
0.55

Total cash and investments

\$ 32,051,765

Cash and investments are reflected in the basic financial statements as follows:

Cash and investments - governmental activities	\$ 28,300,930
Statement of Fiduciary Net Position	<u>3,750,835</u>
	<u>\$ 32,051,765</u>

**Custodial Credit Risk - Deposits**

In the case of deposits, this is the risk that in the event of bank failure, the County's deposits may not be returned. ORS Chapter 295 governs the collateralization of Oregon public funds and provides the statutory requirements for the Public Funds Collateralization Program. The Public Funds Collateralization Program was created by the Office of the State Treasurer to facilitate bank depository, custodian, and public official compliance with ORS 295. ORS 295 requires the depository institutions to pledge collateral against any public funds deposits in excess of deposit insurance amounts. As of June 30, 2021, the total bank balances were \$828,334. Of these deposits, \$500,000, was covered by federal depository insurance. The County keeps its deposits at financial institutions deemed to be qualified depositories by the Office of the State Treasurer.

**Credit Risk - Investments**

State statutes authorize the County to invest in general obligations of the US Government and its agencies, certain bonded obligations of Oregon municipalities, bank' repurchase agreements, bankers' acceptances, certain commercial papers and the State Treasurer's investment pool, among others. The County has no formal investment policy that further restricts its investment choices.

MORROW COUNTY, OREGON

Notes to Basic Financial Statements

June 30, 2021

NOTE 3 – CASH AND INVESTMENTS (continued):

**Credit Risk - Investments (continued)**

The State of Oregon Local Government Investment Pool (LGIP or Pool) is not registered with the U.S. Securities and Exchange Commission as an investment company. The Oregon Revised Statutes and the Oregon Investment Council govern the Pool's investment policies. The State Treasurer is the investment officer for the Pool and is responsible for all funds in the Pool. These funds must be invested and the investments managed, as a prudent investor would, exercising reasonable care, skill and caution. Investments in the fund are further governed by portfolio guidelines issued by the Oregon Short-Term Funds Board, which established diversification percentages and specify the types and maturities of investments. The LGIP's credit risk is not rated by any national rating service. The Oregon Audits Division of the Secretary of State's Office audits the Pool annually.

**Concentration Risk - Investments**

The County has concentrations in the following investments: Local Government Investment Pool comprises 94% of the County's total investments. The remaining 6% is held in US Government Securities.

**Interest Rate Risk - Investments**

The County does not have a formal investment policy that explicitly limits investments maturities as means of managing its exposure to fair value loss arising from increasing interest rates.

**Custodial Credit Risk - Investments**

The Local Government Investment Pool is not subject to custodial credit risk because it is not evidenced by securities that exist in physical or book entry form as defined by GASB Statement No. 3. Other securities are held by a third party custodian in a segregated account. The County does not have investments exposed to custodial credit risk on June 30, 2021.

NOTE 4 -- RECEIVABLES

The County lends money to businesses in Morrow County for economic development. The Equity Fund is used for this purpose. On June 30, 2021 loans receivable and corresponding interest of \$320,056 were outstanding. This balance is not expected to be collected with in one year.

The County expects to collect all receivables, no allowance is deemed necessary. Other Receivables at June 30, 2021 are as follows:

Receivable	General		Other	Total
	General	Road	Governmental	
Intergovernmental	\$ 113,671	\$ -	\$ 153,339	\$ 267,010
Other shared taxes	11,688	-	38,027	49,715
Charges for services	146,376	5,784	342,810	494,970
Equity Fund loans	-	-	312,485	312,485
Equity Fund interest	-	-	7,571	7,571
	<u>\$ 271,735</u>	<u>\$ 5,784</u>	<u>\$ 854,232</u>	<u>\$ 1,131,751</u>

**MORROW COUNTY, OREGON**

**Notes to Basic Financial Statements**

**June 30, 2021**

**NOTE 5 - CAPITAL ASSETS:**

Capital asset activity for the year ended June 30, 2021 was as follows:

	<u>Beginning Balance</u>	<u>Increases</u>	<u>Decreases</u>	<u>Ending Balance</u>
<b>Governmental activities:</b>				
<b>Capital assets, not being depreciated</b>				
Land	\$ 2,407,778	\$ -	\$ -	\$ 2,407,778
Construction in progress	1,003,303	6,012,065	(839,822)	6,175,546
<b>Total capital assets, not being depreciated</b>	<u>3,411,081</u>	<u>6,012,065</u>	<u>(839,822)</u>	<u>8,583,324</u>
<b>Capital assets, being depreciated:</b>				
Buildings and improvements	17,468,301	813,427	-	18,281,728
Campsites and trails	961,898	-	-	961,898
Machinery and equipment	16,250,603	1,622,866	(639,754)	17,233,715
Bridges	23,384,760	-	-	23,384,760
Infrastructure	114,454,699	-	-	114,454,699
<b>Total capital assets being depreciated</b>	<u>172,520,261</u>	<u>2,436,293</u>	<u>(639,754)</u>	<u>174,316,800</u>
<b>Less accumulated depreciation for:</b>				
Buildings and improvements	(8,497,893)	(474,968)	-	(8,972,861)
Campsites and trails	(647,631)	(28,883)	-	(676,514)
Machinery and equipment	(11,049,328)	(901,703)	623,957	(11,327,074)
Bridges	(15,968,952)	(587,013)	-	(16,555,965)
Infrastructure	(65,501,906)	(2,277,023)	-	(67,778,929)
<b>Total accumulated depreciation</b>	<u>(101,665,710)</u>	<u>(4,269,590)</u>	<u>623,957</u>	<u>(105,311,343)</u>
<b>Total capital assets being depreciated, net</b>	<u>70,854,551</u>	<u>(1,833,297)</u>	<u>(15,797)</u>	<u>69,005,457</u>
<b>Governmental activities capital assets, net</b>	<u>\$ 74,265,632</u>	<u>\$ 4,178,768</u>	<u>\$ (855,619)</u>	<u>\$ 77,588,781</u>

Depreciation was charged to functions and programs as follows:

	<b><u>Governmental activities</u></b>
General government	\$ 570,370
Public safety	358,922
Highways and streets	3,142,397
Cultural and recreation	191,201
Health	6,700
	<u>\$ 4,269,590</u>

MORROW COUNTY, OREGON

Notes to Basic Financial Statements

June 30, 2021

**NOTE 6 - LONG TERM DEBT:**

The County has entered into lease/purchase agreements to acquire property. The agreements qualify as capital leases for accounting purposes and have been capitalized in accordance with generally accepted accounting principles.

Lease purchase agreement payable at \$45,479 per year, by the Road Fund, including interest at 4.94%, collateralized by a Caterpillar 315F excavator. Final payment is due in October 2022.	84,400
Lease purchase agreement payable at \$60,553 per year, by the Road Fund, including interest at 2.95%, collateralized by a Caterpillar 938M wheel loader. Final payment is due in October 2022.	58,407
Lease purchase agreement payable at \$42,098 annually, by the Road fund, including interest at 2.95%, collateralized by John Deere 772G motor grader. Final payment is due in March 2027.	228,130
	<u>\$ 370,937</u>

Future minimum payments of the capital lease obligations are as follows:

<u>Fiscal Year</u>	<u>Governmental</u>		
	<u>Payment</u>	<u>Interest</u>	<u>Principal</u>
2022	\$ 147,708	12,772	134,936
2023	87,408	7,928	79,480
2024	42,098	4,680	37,418
2025	42,098	3,561	38,537
2026	42,098	2,409	39,689
2027-2031	42,099	1,222	40,877
Total	<u>\$ 403,509</u>	<u>\$ 32,572</u>	<u>\$ 370,937</u>

The County entered into a note payable with Community Bank for the construction of the Administration Building in Heppner, Oregon during the year ended June 30, 2015. Starting in November 2016, semi-annual principal and interest payments are due each November and May for \$182,624.55. The balance of the note payable on June 30, 2021 is \$711,903.

**MORROW COUNTY, OREGON**

**Notes to Basic Financial Statements**

**June 30, 2021**

**NOTE 6 - LONG TERM DEBT (continued):**

Future principal and interest payments on this loan are as follows:

<u>Fiscal Year</u>	<u>Principal</u>	<u>Interest</u>
2022	\$ 357,723	\$ 7,526
2023	354,180	3,197
Total	<u>\$ 711,903</u>	<u>\$ 10,723</u>

During the current year, the County issued bonds through The Commerce Bank of Oregon to finance the construction of the North Morrow County Government Center in Irrigon, Oregon. Starting in December 2021, semi-annual payments are due June and December including interest at 1.79%. The total bond proceeds received were \$6,900,000.

Future principal and interest payments of the bonds are as follows:

<u>Fiscal Year</u>	<u>Principal</u>	<u>Interest</u>
2022	\$ 40,000	\$ 154,387
2023	90,000	122,794
2024	465,000	121,183
2025	475,000	112,859
2026	485,000	104,357
2027-2031	2,550,000	388,877
2032-2036	2,795,000	148,737
Total	<u>\$ 6,900,000</u>	<u>\$ 1,153,194</u>

Changes to the County's long term debt consisted of the following:

	<u>Capital Leases</u>	<u>Note Payable</u>	<u>Bonds Payable</u>	<u>Totals</u>
Principal balance June 30, 2020	\$ 501,601	\$ 1,072,747	\$ -	\$ 1,574,348
New obligations	-	-	6,900,000	6,900,000
Payments	(148,130)	(372,622)	-	(520,752)
Interest included	17,466	11,778	-	29,244
Principal balance June 30, 2021	<u>\$ 370,937</u>	<u>\$ 711,903</u>	<u>\$ 6,900,000</u>	<u>\$ 7,982,840</u>

**NOTE 7 - COMPENSATED ABSENCES:**

The following is a summary of accumulated unpaid vacation pay transactions of the County for the year ended June 30, 2021:

Balance June 30, 2020	\$ 513,119
Net change in benefits payable	<u>(123,807)</u>
Balance June 30, 2021	<u>\$ 389,312</u>

Compensated absences are typically liquidated by the governmental funds for which the employees who earned the compensated absences were assigned.

**MORROW COUNTY, OREGON**

**Notes to Basic Financial Statements**  
**June 30, 2021**

**NOTE 8 -- INTERFUND TRANSACTIONS:**

During the course of normal operations, the County has numerous transactions between funds including expenditures and transfers of resources primarily to provide services. The governmental fund financial statements generally reflect such transactions as transfers. In addition, certain funds have been transferred for which repayment is anticipated during the next twelve months. These balances are to cover the funds expenses due to timing differences in revenue reimbursements. Amounts due from and to other funds at June 30, 2021 consisted of the following:

<u>Due To</u>	<u>Due From</u>	<u>Amount</u>
General Fund	FTA Grant Fund	<u>\$ 142,956</u>

The following are the County's interfund transfers for the year ended June 30, 2021. All transfers routinely occur between funds:

<u>Transfer From</u>	<u>Transfer To</u>	<u>Purpose</u>	<u>Amount</u>
General	Fair	For general operations of the Fair Fund	\$ 33,165
General	Computer Equipment	For purchase of computer equipment	20,000
General	Building Res.	For future construction	50,000
General	Programming Res.	For purchase of software	30,000
General	Airport	For general operations of the Airport Fund	43,086
General	Heppner Admin Bldg.	For debt service payments of Heppner Admin Build.	394,000
General	Resiliency	For general operations of the Resiliency Fund	500,000
General	Weed Equip Reserve	For capital purchases of weed equipment	5,000
General Road	Road Equip. Res.	For purchases of equipment	730,000
Finley Buttes Lic.	General Road	For improvements to County Road	1,636,000
Finley Buttes Lic.	General Fund	For general operations of the County	210,000
Fair	Fair Improvement	For capital upgrades to the fairgrounds	5,000
Fair	Fair Roof	For capital upgrades to fair buildings	2,000
Special Transportation	SIF Vehicle Reserve	For future purchase of vehicle	15,804
Special Transportation	FTA Grant	For general operations of the FTA Grant Fund	28,948
Video Lottery Econ. Develop.	Rodeo	For general operations of the Rodeo Fund	10,000
Video Lottery Econ. Develop.	General	For general operations of the museum department	11,000
Video Lottery Econ. Develop.	Airport	For general operations of the Airport Fund	30,000
Willow Creek Wind	General	For general operations of the County	33,167
Echo Wind Fees	General	For general operations of the County	35,210
Shepherds Flat Fees	General Road	For general operations & impr. of Co. Roads	785,990
Shepherds Flat Fees	Road Equip. Res.	For purchases of equipment	175,000
Shepherds Flat Fees	Building Res.	For future construction	250,000
Shepherds Flat Fees	General	For general operations of the County	28,000
PGE - CARTY	General Road	For general operations & improv. of Co. Roads	1,824,677
		Total	<u>\$ 6,886,047</u>

**MORROW COUNTY, OREGON**

**Notes to Basic Financial Statements**  
**June 30, 2021**

**NOTE 9 - DEFERRED INFLOWS OF RESOURCES:**

Deferred revenue at June 30, 2021 consisted of the following:

	Governmental Funds	Statement of Net Position
Property taxes	246,204	-
	<u>\$ 246,204</u>	<u>\$ -</u>

Property tax deferred revenues are shown as revenues in the government-wide financial statements.

**NOTE 10 -- CONTINGENT LIABILITY, GRANTS:**

Amounts received or receivable from grantor agencies are subject to audit and adjustment by grantor agencies. Any disallowed claims, including amounts already collected, may constitute a liability of the applicable funds. The amount, if any, of expenditures which may be disallowed by the grantor cannot be determined at this time although the County expects such amounts, if any, to be immaterial.

**NOTE 11 -- DEFERRED COMPENSATION PLAN:**

The County offers its employees a deferred compensation plan created in accordance with Internal Revenue Code Section 457. The plan, available to all employees, permits them to defer a portion of their salary until future years. The deferred compensation is not available to employees until termination, retirement, death or unforeseeable emergency.

All amounts of compensation deferred, all property and rights purchased, and all income, property, or rights are, until paid or made available to the employee or other beneficiary, held by a third-party administrator for the exclusive benefit of the participants and their beneficiaries. The deferred compensation investments are not included in the County's financial statements.

**NOTE 12 -- LITIGATION:**

The County is the defendant in various pending claims. These matters have been referred to legal counsel and the County's insurance carriers. The County administration expects any losses to be covered by insurance. County management does not expect uninsured losses and defense costs to materially affect the financial statements.

**NOTE 13 -- RISK MANAGEMENT:**

The county is exposed to various risks of loss related to torts; theft of, damage to, and destruction of assets; errors and omissions; and natural disasters. These risks are covered by commercial insurance purchased from independent third parties. Settled claims from these risks have not exceeded commercial insurance coverage for the past three years. There were no significant reductions in insurance coverage in the prior year.

**MORROW COUNTY, OREGON**

**Notes to Basic Financial Statements**

**June 30, 2021**

**NOTE 14 -- SUBSEQUENT TAX REVENUES:**

The 2021-2022 budget was adopted anticipating property tax revenues at a rate of \$4.1347 per \$1,000 of assessed value for operations. Budgeted property tax revenues, after discount and adjustments, are as follows:

	Budgeted Property tax Revenue
General fund	\$ 11,067,640
County school fund	28,500
Ione school fund	3,200
Fair fund	72,674
	<u>\$ 11,172,014</u>

After an allowance for expected delinquent tax payments, the County expects to collect at least the amount of property taxes budgeted for 2021-2022.

**NOTE 15 -- TAXES:**

County governmental funds received the following tax revenues:

Property taxes	\$ 10,688,788
Fuel tax apportionment	1,180,495
Payments in lieu of taxes	1,925,373
Other taxes	353,072
	<u>\$ 14,147,728</u>

**MORROW COUNTY, OREGON**

**Notes to Basic Financial Statements**

**June 30, 2021**

**NOTE 16 -- INTERGOVERNMENTAL REVENUES:**

County governmental funds received the following federal and Oregon governmental revenues:

Health department funds	\$ 1,933,927
Oregon Health Authority funds	1,250,409
Park department funds	150,037
Community Corrections funds	565,456
Airport grants	213,238
Sheriff department grants	399,755
Road department funds	432,668
911 Emergency funds	457,613
Federal forest fees and federal mineral lease	93,463
Assessment and taxation funds	202,967
Video lottery apportionment	121,056
Victim/Witness assistance funds	98,228
Other federal and state funds	856,689
	<u>\$ 6,775,506</u>

**NOTE 17 -- FINLEY BUTTES LANDFILL:**

A private company operates the Finley Buttes Landfill in Morrow County. The County receives licensing fees from the landfill operator. During the year ended June 30, 2021, Morrow County received the following fees from the landfill operator:

Finley Buttes road fund	\$ 478,083
Finley Buttes license fee fund	<u>1,939,567</u>
	<u>\$ 2,417,650</u>

The Finley Buttes License Fee fund portion of the landfill fees are available for general county government.

The Finley Buttes Road fund portion of the fees will be used to maintain the Bombing Range road.

The agency fund portion of landfill fees is dedicated to future landfill closing costs. The landfill operator and the landfill owners are responsible for future landfill closure costs. Morrow County is obligated for future closure costs only to the extent of funds available in the agency fund. At June 30, 2021, the balance of funds in the landfill closure agency fund was \$1,262,382.

**MORROW COUNTY, OREGON**

**Notes to Basic Financial Statements**

**June 30, 2021**

**NOTE 18 -- DEFINED BENEFIT PENSION PLAN:**

**A. Plan Description:**

The County's defined benefit pension plan, Retirement Plan for Employees of Morrow County, Oregon (Plan), provides retirement and disability benefits to employees of the County. The Plan is a single-employer group annuity contract. Morrow County created the Morrow County Trust Fund, the purpose of which is to hold the Plan's assets. The trustees are the Morrow County Court. A copy of the Plan's most recent actuarial report (July 1, 2015) can be obtained from officials at the Morrow County Courthouse in Heppner, Oregon. The plan was established on July 1, 1966, and was last restated effective July 1, 2015.

The Plan covers full time employees as well as part-time employees and elected officials working more than twenty hours per week. The employees contribute 6.0% of their base earnings. For income tax reporting by employees, the County treats the employee contribution as a pre-tax contribution, as allowed by the Internal Revenue Code.

Employees who retire at or after age fifty-five for uniformed employees and sixty for non-uniformed employees with five years of credited service are entitled to a retirement benefit, payable monthly for life, equal to a percentage of their final average salary for each year of credited service on or after July 1, 1973 but prior to the normal retirement date. The percentages are as follows:

- (a) 2.4% for members hired by the County after December 31, 1994 who are not sheriff office employees.
- (b) 3.0% for all other employees.

Final average salary is the employee's highest average monthly salary of three consecutive years during the last ten years of employment. The benefits are adjusted annually for cost of living adjustment under a formula which has a maximum annual increase of two percent. Benefits fully vest on reaching five years of service. Vested employees may retire at or after age fifty-five and receive reduced retirement benefits. The plan also provides death and disability, and post-retirement medical supplement benefits. The plan also provides for an early retirement incentive benefit for eligible employees.

**MORROW COUNTY, OREGON**

**Notes to Basic Financial Statements**

**June 30, 2021**

**NOTE 18 -- DEFINED BENEFIT PENSION PLAN (continued):**

The following is a summary of plan participants at July 1, 2020:

Active members:	
Public safety	24
General	84
Total active	<u>108</u>
Inactive participants:	
Vested terminated	25
Non-vested terminated entitled to account balance	52
Retirees and beneficiaries	68
Total inactive	<u>145</u>
Total participants	<u><u>253</u></u>

**B. Funding Policy and Net Pension Liability:**

County employees are required to contribute 6% of their annual covered salary. The County uses actuarial reports to determine the recommended pension contribution percentages. For the fiscal year ended June 30, 2021, the recommended rate was 24.3% of covered payroll. The County contributed 24.3% of covered payroll for the fiscal year ended June 30, 2021. On July 1, 2021 the recommended rate increased to 25.0% of covered payroll for fiscal year ended June 30, 2022.

The components of the net pension liability of the Plan were as follows:

	<u>June 30, 2019</u>	<u>June 30, 2020</u>
Total pension liability	\$37,244,726	\$39,927,493
Plan fiduciary net position	25,466,923	27,017,501
Net pension liability	<u>\$11,777,803</u>	<u>\$12,909,992</u>
Fiduciary net position as a % of total pension liability	68.38%	67.67%
Covered payroll	\$ 6,392,832	\$ 6,684,360
Net pension liability as a % of covered payroll	184.23%	193.14%

**C. Actuarial Methods and Assumptions:**

Significant actuarial assumptions used in the valuation include a rate of return on the investment of present and future assets of 7.0%, an annual cost of living increase of 2.0%, and annual salary increase ranging from 7.5% percent in the first year of service, 6.25% in years 2-4, 4.75% in years 5-9, and 3.75% after 9 years of service. Mortality rates were based on the RP2000 blended 25% blue collar/75% white collar, set back 12 months for males.

**MORROW COUNTY, OREGON**

**Notes to Basic Financial Statements**  
**June 30, 2021**

**NOTE 18 -- DEFINED BENEFIT PENSION PLAN (continued):**

**D. Changes in Net Pension Liability:**

	<u>Total Pension Liability (a)</u>	<u>Plan Fiduciary Net Position (b)</u>	<u>Net Pension Liability (a)-(b)</u>
Balances June 30, 2019	\$ 37,244,726	\$ 25,466,923	\$ 11,777,803
Changes for the year:			
Service cost	973,073	-	973,073
Interest on total pension liability	2,626,398	-	2,626,398
Effect of plan changes	-	-	-
Effect of economic/demographic (gains) or losses	478,937	-	478,937
Effect of assumptions changes or inputs	-	-	-
Benefit payments	(1,464,644)	(1,464,644)	-
Administrative expenses	-	(49,808)	49,808
Member contributions	69,003	69,003	-
Net investment income	-	937,244	(937,244)
Employer contributions	-	2,058,783	(2,058,783)
Balances as of June 30, 2020	<u>\$ 39,927,493</u>	<u>\$ 27,017,501</u>	<u>\$ 12,909,992</u>

**E. Sensitivity Analysis:**

The following presents the net pension liability of the Plan, calculated using the discount rate of 7.0%, as well as what the Plan's net pension liability would be if it were calculated using a discount rate that is one percent lower (6.0%) or one percent higher (8.0%) than the current rate:

	<u>1% Decrease 6.0%</u>	<u>Current Rate 7.0%</u>	<u>1% Increase 8.0%</u>
Total pension liability	\$ 44,794,146	\$ 39,927,493	\$ 35,854,812
Fiduciary net position	27,017,501	27,017,501	27,017,501
Net pension liability	<u>\$ 17,776,645</u>	<u>\$ 12,909,992</u>	<u>\$ 8,837,311</u>

**MORROW COUNTY, OREGON**

**Notes to Basic Financial Statements**  
**June 30, 2021**

**NOTE 18 -- DEFINED BENEFIT PENSION PLAN (continued):**

**F. Pension Expense:**

	Fiscal Year Ending June 30, 2021
Service cost	\$ 973,073
Interest on total pension liability	2,626,398
Effect of plan changes	-
Administrative expenses	49,808
Expected investment return net of investment expenses	(1,804,151)
Recognition of deferred (inflows)outflows of resources:	
Recognition of economic/demographic (gains) or losses	531,085
Recognition of assumption changes or inputs	-
Recognition of investment (gains) or losses	520,175
Pension expense	<u>\$ 2,896,388</u>

**G. Deferred (Inflows) / Outflows of Resources:**

As of June 30, 2021, the deferred inflows and outflows of resources are as follows:

	Deferred Inflows of Resources	Deferred Outflows of Resources
Differences between expected and actual experience	\$ -	\$ 640,217
Changes in assumptions or inputs	-	-
Net difference between projected and actual earnings	-	896,318
Contributions made subsequent to measurement date	-	2,096,328
	<u>\$ -</u>	<u>\$ 3,632,863</u>

Deferred outflows of resources are presented as positive amounts. Deferred inflows or resources are presented as negative amounts. Contributions made subsequent to the measurement date will be recognized as a reduction of the net pension liability in the year ended June 30, 2022.

Other amounts currently reported as deferred outflows of resources and deferred inflows of resources related to pensions will be recognized in pension expense as follows:

<u>Year ended June 30:</u>	<u>Annual Recognition</u>
2022	\$ 662,191
2023	382,613
2024	318,348
2025	173,383
	<u>\$ 1,536,535</u>

**MORROW COUNTY, OREGON**

**Notes to Basic Financial Statements**  
**June 30, 2021**

**NOTE 19 -- OTHER POST EMPLOYMENT BENEFIT PLAN:**

**A. Plan Description:**

The County operates a single-employer retiree benefit plan which provides medical benefits insurance for retirees and their dependents under the age of 65. As of July 1, 2020, there were 79 active employees and 4 eligible retired members in the plan. Eligible retirees pay the same premium for the medical benefit insurance as active employees, which results in an implicit subsidy and an OPEB liability. The contribution requirements of plan members are established by and may be amended by the County. The County currently finances the retiree benefit plan on a pay-as-you-go basis. The same monthly premiums apply to retirees.

The County's annual other postemployment benefit (OPEB) liability is determined using the normal actuarial cost allocation method in accordance with the parameters of GASB Statement No. 75. In addition, GASB 75 requires that the allocation of costs for accounting purposes be made as a level percentage of employee's projected pay, including future anticipated pay increases. The following table shows the total OPEB liability as of June 30, 2021, based on the July 1, 2020 valuation date and a June 30, 2020 measurement date. The total OPEB liability was determined by an actuarial valuation as of the valuation date, calculated based on the discount rate and actuarial assumptions below, and was then projected forward to the measurement date.

	Year Ended June 30, 2020	Year Ended June 30, 2021
Total OPEB liability	\$ 403,540	\$ 377,016
Covered payroll	\$ 6,392,832	\$ 6,684,360
Total OPEB liability as a % of covered payroll	6.31%	5.64%
Discount rate	3.50%	2.21%
<b>Other Key Actuarial Assumptions and Methods:</b>		
Valuation date	July 1, 2018	July 1, 2020
Measurement Date	June 30, 2019	June 30, 2020
Inflation	2.50%	2.50%
Salary Increases	3.50%	3.50%
Healthy Mortality	RP-2000 healthy white collar male and female mortality tables, set back one year for males. Mortality is projected on a generational basis using Scale BB for males and females	RP-2000 healthy white collar male and female mortality tables, set back one year for males. Mortality is projected on a generational basis using Scale BB for males and females
Actuarial Cost Method	Entry Age Normal	Entry Age Normal

**MORROW COUNTY, OREGON**

**Notes to Basic Financial Statements**

**June 30, 2021**

**NOTE 19 -- OTHER POST EMPLOYMENT BENEFIT PLAN (continued):**

The following table shows the changes in net OPEB liability from June 30, 2020 to June 30, 2021:

	<u>Increase (Decrease) Total</u>
Balance as of June 30, 2020	\$ 403,540
Changes for the year:	
Service cost	19,883
Interest on total OPEB liability	14,261
Effect of changes to benefit terms	-
Effect of economic/demographic gains or losses	13,360
Effect of assumptions changes or inputs	(41,827)
Benefit payments	(32,201)
Balance as of June 30, 2021	<u>\$ 377,016</u>

The following presents the total OPEB liability of the Plan, calculated using the discount rate of 2.21%, as well as what the Plan's total OPEB liability would be if it were calculate using a discount rate that is 1 percentage point lower (1.21%) or 1 percentage point higher (3.21%) than the current rate. A similar sensitivity analysis is then presented for changes in the healthcare cost trend assumption.

	<u>1% Decrease</u>	<u>Current Discount Rate</u>	<u>1% Increase</u>
Total OPEB Liability	<u>\$ 392,529</u>	<u>\$ 377,016</u>	<u>\$ 361,705</u>
	<u>1% Decrease</u>	<u>Current Trend Rate</u>	<u>1% Increase</u>
Total OPEB Liability	<u>\$ 352,206</u>	<u>\$ 377,016</u>	<u>\$ 405,262</u>

**MORROW COUNTY, OREGON**

**Notes to Basic Financial Statements**

**June 30, 2021**

**NOTE 19 – OTHER POST EMPLOYMENT BENEFIT PLAN (continued):**

The annual OPEB expense is an accounting item designed to recognize certain changes to the Total OPEB Liability in the current period income statement. Additionally, changes to the total OPEB Liability not fully recognized in a given year's OPEB expense will be tracked as deferred inflows and outflows, and recognized incrementally in the OPEB expense over time. The following table shows the OPEB expense for the fiscal year ending June 30, 2021.

	<u>July 1, 2020 to June 30, 2021</u>
Service cost	\$ 19,883
Interest on total OPEB liability	14,261
Effect of plan changes	-
Recognition of Deferred (Inflows)/Outflows of Resources	
Recognition of economic/demographic (gains) or losses	(2,445)
Recognition of assumptions changes or inputs	(4,871)
Administrative expenses	-
Balance as of June 30, 2020	<u>\$ 26,828</u>

The following shows the total deferred inflows and outflows of resources as of June 30, 2021, along with a schedule showing the amounts that will be recognized in future years.

	<u>Deferred Inflows of Resources</u>	<u>Deferred Outflows of</u>
Difference between expected and actual experience	\$ (14,010)	\$ 10,974
Changes of assumptions or inputs	(39,948)	16,431
Benefit payments	-	37,978
Total as of June 30, 2021	<u>\$ (53,958)</u>	<u>\$ 65,383</u>

Other amounts currently reported as deferred outflows of resources and deferred inflows of resources related to other postemployment benefits will be recognized in OPEB expense as follows:

<u>Year ended June 30:</u>	<u>Annual recognition</u>
2022	\$ (7,316)
2023	(7,316)
2024	(4,850)
2025	(4,019)
2026	(3,052)
Thereafter	-
	<u>\$ (26,553)</u>

MORROW COUNTY, OREGON

Notes to Basic Financial Statements

June 30, 2021

**NOTE 20 -- RECONCILIATION OF GAAP BASIS REVENUES AND EXPENDITURES TO BUDGETARY BASIS REVENUES AND EXPENDITURES:**

The County accounts for budgetary basis revenues and expenditures using a non-GAAP method. Budgetary basis information reconciles to GAAP basis as follows (only funds with differences listed):

<u>Fund:</u>	<u>GAAP Basis Change in Fund Balances</u>	<u>Change in Compensated Absences</u>	<u>Budgetary Basis - Change in Fund Balances</u>
General	\$ 4,094,552	\$ 84,214	\$ 4,178,766
General Road	1,013,062	30,048	1,043,110
911 Emergency Telephone	174,973	5,871	180,844
Fair	30,856	589	31,445
Special Transportation	159,927	(3,708)	156,219
Victim/Witness Assistance	(389)	(410)	(799)
Park	(177,178)	1,031	(176,147)
Community Corrections	(33,873)	6,172	(27,701)

**NOTE 21 -- RECONCILIATION OF GAAP BASIS FUND EQUITY TO BUDGETARY BASIS FUND EQUITY:**

<u>Fund:</u>	<u>GAAP Basis Fund Balances</u>	<u>Compensated Absences</u>	<u>Budgetary Basis Fund Balances</u>
General Fund	10,835,120	\$ (247,857)	\$ 10,587,263
General Road	2,787,726	(97,300)	2,690,426
911 Emergency Telephone	500,126	(7,632)	492,494
Fair	293,655	(2,049)	291,606
Special Transportation	550,288	(4,500)	545,788
Victim/Witness Assistance	13,540	(1,058)	12,482
Park	226,453	(12,650)	213,803
Community Corrections	402,813	(16,266)	386,547

**MORROW COUNTY, OREGON**

**Notes to Basic Financial Statements**

**June 30, 2021**

**NOTE 22 -- TAX ABATEMENT AGREEMENTS:**

The County has two programs through which tax abatements are provided:

*Enterprise Zone Program:* This program is authorized by Oregon Revised Statutes and is intended to attract and retain jobs through abatement of property taxes. Businesses apply to for exemption with the County. Some program agreements have In Lieu of Taxes payments that are required to be paid to the County.

*Strategic Investment Program:* This program is authorized by Oregon Revised Statutes and is intended to attract large, capital intensive facilities to locate and grown in the County through property tax abatements. The County approves the agreements between businesses after holding public hearings. The property taxes are abated for 15 years. The businesses agree to pay a Community Service Fee that is included in the agreement.

For the year ended June 30, 2021, the County abated taxes as follows:

<u>Tax Abatement Program</u>	<u>Amount Abated (in thousands)</u>		<u>In-Lieu and Community Service Fees Collected (in thousands)</u>	
	<u>Total</u>	<u>County Share</u>	<u>Total</u>	<u>County Share</u>
Enterprise Zone	\$ 44,034	\$ 12,576	\$ 469	\$ -
Strategic Investment Program	\$ 10,334	\$ 3,162	\$ 4,162	\$ 3,206

**NOTE 23 -- SUBSEQUENT EVENTS:**

Management has evaluated subsequent events through the date of this report, which is the date the financial statements were available to be issued.

The County is currently in the planning stages of constructing a new administration building in Irrigon, Oregon. The estimated cost for the new building is between \$6,000,000 and \$8,000,000, with an estimated completion date of Spring 2022. The County has approved \$6,900,000 of credit bonds to finance this project, payable over 15 years.

**REQUIRED SUPPLEMENTARY INFORMATION**

DRAFT

MORROW COUNTY, OREGON

Schedule of Deferred (Inflows) and Outflows of Resources

	Original Amount	Experience Period	Original Recognition Period	Amount Recognized in Expense 6/30/2021	Balance of Deferred Inflows 6/30/2021	Balance of Deferred Outflows 6/30/2021
Investment (gains) or losses	\$				\$	\$
	866,907	2019-2020	5.0	173,381	-	693,526
	507,126	2018-2019	5.0	101,425	-	304,276
	83,078	2017-2018	5.0	16,616	-	33,230
	(673,578)	2016-2017	5.0	(134,716)	(134,714)	-
	(1,817,353)	2015-2016	5.0	363,469	-	-
				\$ 520,175	\$ (134,714)	\$ 1,031,032
Economic/demographic (gains) or losses	\$				\$	\$
	478,937	2019-2020	3.3	145,132	-	333,805
	565,425	2018-2019	3.5	161,550	-	242,325
	448,618	2017-2018	3.5	128,177	-	64,087
	577,357	2016-2017	3.6	96,226	-	-
				\$ 531,085	-	\$ 640,217
Assumption changes or inputs	\$				\$	\$
	-	2019-2020	3.3	-	-	-
	-	2018-2019	3.5	-	-	-
	-	2017-2018	3.6	-	-	-
	-	2016-2017	3.5	-	-	-
				\$ -	\$ -	\$ -

See accompanying independent auditor's report.

**MORROW COUNTY, OREGON**

**Schedule of Changes in Total Pension Liability, Fiduciary Net Position and Related Ratios**

	Fiscal Year Ending June 30,					
	June 30, 2015	June 30, 2016	June 30, 2017	June 30, 2018	June 30, 2019	June 30, 2020
<b>Total Pension Liability</b>						
Service cost	\$ 564,657	\$ 670,931	\$ 768,358	\$ 851,065	\$ 917,396	\$ 973,073
Interest on total pension liability	1,894,605	2,049,096	2,143,810	2,297,651	2,450,738	2,626,398
Effect of plan changes	-	-	-	-	-	-
Effect of economic/demographic (gains) or losses	1,362,260	201,509	577,357	448,618	565,425	478,937
Effect of assumptions changes or inputs	1,567,973	-	-	-	-	-
Benefit payments	(1,030,803)	(2,021,216)	(1,416,721)	(1,443,225)	(1,627,635)	(1,464,644)
Member contributions	34,322	48,953	57,180	53,759	63,676	69,003
Net change in total pension liability	4,393,014	949,273	2,129,984	2,207,868	2,369,600	2,682,767
Total pension liability, beginning	25,194,987	29,588,001	30,537,274	32,667,258	34,875,126	37,244,726
Total pension liability, ending	\$ 29,588,001	\$ 30,537,274	\$ 32,667,258	\$ 34,875,126	\$ 37,244,726	\$ 39,927,493
<b>Fiduciary Net Position</b>						
Employer contributions	\$ 1,225,021	\$ 1,350,209	\$ 1,769,758	\$ 2,811,558	\$ 1,968,992	\$ 2,058,783
Member contributions	34,322	48,953	57,180	53,759	63,676	69,003
Investment income net of investment expenses	271,052	(447,095)	2,001,161	1,445,686	1,181,999	937,244
Benefit payments	(1,030,803)	(2,021,216)	(1,416,721)	(1,443,225)	(1,627,635)	(1,464,644)
Administrative expenses	(13,825)	(67,539)	(45,738)	(40,865)	(95,888)	(49,808)
Net change in plan fiduciary net position	485,767	(1,136,688)	2,365,640	2,826,913	1,491,144	1,550,578
Fiduciary net position, beginning	19,434,147	19,919,914	18,783,226	21,148,866	23,975,779	25,466,923
Fiduciary net position, ending	\$ 19,919,914	\$ 18,783,226	\$ 21,148,866	\$ 23,975,779	\$ 25,466,923	\$ 27,017,501
Net pension liability, ending	\$ 9,668,087	\$ 11,754,048	\$ 11,518,392	\$ 10,899,347	\$ 11,777,803	\$ 12,909,992
Fiduciary net position as a % of total pension liability	67.32%	61.51%	64.74%	68.75%	68.38%	67.67%
Covered payroll	\$ 4,959,599	\$ 5,315,783	\$ 5,802,486	\$ 5,881,681	\$ 6,392,832	\$ 6,684,360
Net pension liability as a % of covered payroll	194.94%	221.12%	198.51%	185.31%	184.23%	193.14%

See accompanying independent auditor's report.

**MORROW COUNTY, OREGON**

**Schedule of Employer Contributions**

**Fiscal Year Ending June 30,**  
**(Dollar Amounts in Thousands)**

	<b>2020</b>	<b>2019</b>	<b>2018</b>	<b>2017</b>	<b>2016</b>	<b>2015</b>	<b>2014</b>	<b>2013</b>	<b>2012</b>	<b>2011</b>
Actuarially determined contribution	\$ 1,979	\$ 1,956	\$ 1,812	\$ 1,770	\$ 1,350	\$ 1,225	\$ 1,110	\$ 1,005	\$ 1,133	\$ 1,123
Actual employer contribution	2,059	1,969	2,812	1,770	1,350	1,225	1,075	909	896	1,089
Contribution deficiency (Excess)	80	13	1,000	-	-	-	(35)	(96)	(237)	(34)
Covered payroll	6,684	6,393	5,881	5,802	5,315	4,960	4,800	4,748	4,837	4,813
Contribution as a % of covered payroll	30.80%	30.80%	47.81%	30.51%	25.40%	24.70%	22.40%	19.14%	18.52%	22.63%
Valuation Date	7/1/2019	7/1/2018	7/1/2017	7/1/2016	7/1/2015	7/1/2014	7/1/2013	7/1/2012	7/1/2011	7/1/2010
Investment Rate of Return Assumption	7.00%	7.00%	7.00%	7.00%	7.50%	7.50%	7.50%	7.50%	7.50%	7.50%

See accompanying independent auditor's report.

**MORROW COUNTY, OREGON**

**Money -Weighted Rate of Return**

**Fiscal Year Ending June 30, 2020**

The money-weighted rate of return is the internal rate of return on plan assets based on the amounts and timing of actual cash flows. External cash flows (contributions, benefit payments and administrative expenses) are determined on a monthly basis and are assumed to occur at the middle of each month. External cash inflows are netted with external cash outflows, resulting in a net external cash flow in each month. The money-weighted rate of return is calculated net of investment expenses.

	<u>Net External Cash Flows</u>	<u>Periods Invested</u>	<u>Period Weight</u>	<u>Net External Cash Flows With Interest</u>
Beginning Value - July 1, 2019	\$ 25,466,923	12.00	1.00	\$ 23,393,956
Monthly net external cash flows:				
July	49,552	11.00	0.96	51,279
August	(54,189)	10.00	0.88	(55,912)
September	163,346	9.00	0.79	168,035
October	125,327	8.00	0.71	128,542
November	(68,599)	7.00	0.63	(70,149)
December	81,874	6.00	0.54	83,475
January	(65,382)	5.00	0.46	(66,463)
February	25,827	4.00	0.38	26,176
March	237,647	3.00	0.29	240,138
April	37,611	2.00	0.21	37,893
May	30,307	1.00	0.13	30,443
June	50,014	0.00	0.04	50,089
Ending Value - June 30, 2020	27,017,501			
Money - Weighted Rate of Return	3.64%			

**Schedule of Investment Returns**

<b>Fiscal Year Ending June 30,</b>	<b>Money-Weighted Rate of Return Net of Investment Expenses</b>
2020	3.64%
2019	4.94%
2018	6.67%
2017	10.51%
2016	(2.27)%
2015	1.39%

See accompanying independent auditor's report.

MORROW COUNTY, OREGON

Schedule of Changes in Total OPEB Liability and Related Ratios

	<u>Fiscal Year Ending June 30,</u>		
	<u>June 30, 2019</u>	<u>June 30, 2020</u>	<u>June 30, 2021</u>
<b>Total Pension Liability</b>			
Service cost	\$ 18,301	\$ 17,900	\$ 19,883
Interest on total OPEB liability	13,889	15,207	14,261
Effect of plan changes	-	-	-
Effect of economic/demographic (gains) or losses	(28,503)	-	13,360
Effect of assumptions changes or inputs	24,058	6,969	(41,827)
Benefit payments	(21,810)	(22,936)	(32,201)
Net change in total pension liability	5,935	17,140	(26,524)
Total pension liability, beginning	380,465	386,400	403,540
Total pension liability, ending	<u>\$ 386,400</u>	<u>\$ 403,540</u>	<u>\$ 377,016</u>
Covered payroll	\$ 5,881,681	\$ 6,392,832	\$ 6,684,360
Net pension liability as a % of covered payroll	6.57%	6.31%	5.64%

See accompanying independent auditor's report.

**MORROW COUNTY, OREGON**

**Notes to Required Supplementary Information**  
**June 30, 2021**

**CHANGE IN BENEFIT TERMS:**

GASB 68 and 75 requires employers to briefly describe any changes between the Measurement Date and the employer's reporting date that are expected to have a significant effect on the employer's share of the collective Net Pension or OPEB Liability, along with an estimate of resulting change, if available.

We are not aware of any changes that meet this disclosure requirement.

DRAFT

**OTHER SUPPLEMENTARY INFORMATION**

DRAFT

**MORROW COUNTY, OREGON**

**Non-Major Governmental Funds**

**June 30, 2021**

**Special Revenue Funds:**

- Heritage Fund
- Finley Buttes Road Fund
- Commission on Children and Families Fund
- Airport Fund
- Law Library Fund
- 911 Emergency Telephone Fund
- Surveyor Preservation Fund
- Finley Buttes License Fund
- County School Fund
- Ione School Fund
- Fair Fund
- Special Transportation Fund
- Alcohol Enforcement Fund
- Video Lottery Economic Development Fund
- Victim/Witness Assistance Fund
- Willow Creek Wind Fund
- CAMI Grant Fund
- Safety Committee Fund
- Rodeo Fund
- Justice Court Bail and Fine Fund
- Clerks Records Fund
- DUII Impact Fund
- Building Permit Fees Fund
- Parks Fund
- Equity Fund
- Liquor Control Fund
- Water Planning Fund
- Forest Service
- Court Security Fund
- Echo Wind Fees Fund
- Shepherds Flat Fees Fund
- FTA Grant Fund
- Community Corrections Fund
- PGE - Carty
- Sheriff Reserve Fund
- Resiliency Fund

**Capital Projects Funds:**

- Road Equipment Reserve Fund
- Computer Equipment Reserve Fund
- Programming Reserve Fund
- Weed Equipment Reserve Fund
- STF Vehicle Reserve Fund
- Fair Roof Reserve
- Capital Improvements Project Fund
- Bleacher Reserve Fund
- Fair Improvement Reserve Fund
- Building Reserve Fund

See accompanying independent auditor's report.

**MORROW COUNTY, OREGON**

**Nonmajor Governmental Funds**

**Combining Balance Sheet**

**June 30, 2021**

	Total Nonmajor Special Revenue Funds	Total Nonmajor Capital Projects Funds	Total Nonmajor Governmental Funds
<b><u>ASSETS:</u></b>			
Cash	\$ 7,177,019	\$ 1,746,609	\$ 8,923,628
Property taxes receivable	4,423	-	4,423
Other receivables	852,207	2,025	854,232
Total assets	<u>\$ 8,033,649</u>	<u>\$ 1,748,634</u>	<u>\$ 9,782,283</u>
<b><u>LIABILITIES, DEFERRED INFLOWS OF RESOURCES, AND FUND BALANCES</u></b>			
<b><u>LIABILITIES:</u></b>			
Accounts payable	\$ 356,338	\$ 3,866	\$ 360,204
Accrued payroll and payroll taxes payable	39,479	-	39,479
Due to other funds	170,381	-	170,381
Total liabilities	<u>566,198</u>	<u>3,866</u>	<u>570,064</u>
<b><u>DEFERRED INFLOWS OF RESOURCES:</u></b>			
Deferred property taxes	3,478	-	3,478
Total deferred inflows of resources	<u>3,478</u>	<u>-</u>	<u>3,478</u>
<b><u>FUND BALANCES:</u></b>			
Restricted	2,793,577	-	2,793,577
Committed	4,670,396	1,744,768	6,415,164
Unassigned	-	-	-
Total fund balances	<u>7,463,973</u>	<u>1,744,768</u>	<u>9,208,741</u>
Total fund balances and liabilities	<u>\$ 8,033,649</u>	<u>\$ 1,748,634</u>	<u>\$ 9,782,283</u>

See accompanying independent auditor's report.

**MORROW COUNTY, OREGON**

**Nonmajor Governmental Funds**

**Combining Statement of Revenues, Expenditures, and Changes in Fund Balances**

**Year Ended June 30, 2021**

	<u>Total Nonmajor Special Revenue Funds</u>	<u>Total Nonmajor Capital Projects Funds</u>	<u>Total Nonmajor Governmental Funds</u>
<b><u>REVENUES:</u></b>			
Taxes	\$ 468,569	\$ -	\$ 468,569
Intergovernmental	3,152,407	-	3,152,407
Fees, fines and charges for services	7,913,641	-	7,913,641
Interest	58,857	15,169	74,026
Miscellaneous	54,212	100,369	154,581
Total revenues	<u>11,647,686</u>	<u>115,538</u>	<u>11,763,224</u>
<b><u>EXPENDITURES:</u></b>			
General government	3,184,992	-	3,184,992
Public safety	1,549,027	-	1,549,027
Highways and streets	-	-	-
Culture and recreation	667,392	-	667,392
Education	262,137	-	262,137
Capital outlay	541,686	1,533,610	2,075,296
Debt service	-	148,130	148,130
Total expenditures	<u>6,205,234</u>	<u>1,681,740</u>	<u>7,886,974</u>
<b><u>EXCESS (DEFICIENCY) OF REVENUES OVER (UNDER) EXPENDITURES</u></b>	<u>5,442,452</u>	<u>(1,566,202)</u>	<u>3,876,250</u>
<b><u>OTHER FINANCING SOURCES (USES):</u></b>			
Operating transfers in	645,199	1,282,804	1,928,003
Operating transfers out	(5,080,796)	-	(5,080,796)
Total other financing sources (uses)	<u>(4,435,597)</u>	<u>1,282,804</u>	<u>(3,152,793)</u>
<b><u>NET CHANGE IN FUND BALANCES</u></b>	1,006,855	(283,398)	723,457
<b><u>FUND BALANCE, BEGINNING OF YEAR</u></b>	<u>6,457,118</u>	<u>2,028,166</u>	<u>8,485,284</u>
<b><u>FUND BALANCE, END OF YEAR</u></b>	<u>\$ 7,463,973</u>	<u>\$ 1,744,768</u>	<u>\$ 9,208,741</u>

See accompanying independent auditor's report.

**MORROW COUNTY, OREGON**

**Non-Major Special Revenue Funds**

**June 30, 2021**

These funds account for revenue derived from specific taxes or other earmarked revenue sources which are legally restricted or committed to finance particular functions or activities. Funds included are:

- **Heritage Fund** - accounts for revenue and expenditures for upkeep of county trails.
- **Finley Buttes Road Fund** - accounts for revenues collected in landfill fees that are designated to maintain the Bombing Range road section associated with landfill traffic.
- **Commission on Children and Families Fund** - accounts for grant revenue and expenditure dedicated to County services provided to children and families residing in the County.
- **Airport Fund** - accounts for revenues and expenditures for upkeep and management of County airports.
- **Law Library Fund** - accounts for revenues collected from the courts that are designated to help support the law library located in the County.
- **911 Emergency Telephone Fund** - accounts for 911 taxes and expenditures for the operation of the County's 911 emergency telephone system.
- **Surveyor Preservation Fund** - accounts for the revenues and expenditures associated surveyor preservation.
- **Finley Buttes License Fund** - accounts for license fees generated by the Finley Buttes landfill and the corresponding expenditures.
- **County School Fund** - accounts for revenues designated specifically for the school districts located in the County.
- **Ione School Fund** - accounts for revenues designated specifically for the Ione school district located in the County.
- **Fair Fund** - accounts for revenues and expenditures associated with the annual County fair.
- **Special Transportation Fund** - accounts for revenues and expenditures associated with providing the certain County residents with transportation throughout the County.
- **Alcohol Enforcement Fund** - accounts for fines specifically designated to fund the County's alcohol enforcement programs.
- **Video Lottery Economic Development Fund** - accounts for video lottery funds received from the State of Oregon.
- **Victim/Witness Assistance Fund** - accounts for grant revenues and expenditures associated with the County's victim and witness programs.
- **Willow Creek Wind Fund** - accounts for revenues and expenditures associated with the Willow Creek wind project.
- **CAMI Grant Fund** - accounts for revenue received from the State of Oregon's 'Child Abuse Multidisciplinary Intervention' (CAMI) program.

MORROW COUNTY, OREGON

Non-Major Special Revenue Funds (Continued)

June 30, 2021

These funds account for revenue derived from specific taxes or other earmarked revenue sources which are legally restricted or committed to finance particular functions or activities. Funds included are:

- **Safety Committee Fund** - accounts for SAIF dividends and the associated safety expenditures.
- **Rodeo Fund** - accounts for revenues and expenditures associated with the County's annual Oregon Trail Pro Rodeo.
- **Justice Court Bail and Fine Fund** - accounts for fines received by the County and the associated turnover to other governmental agencies.
- **Clerks Records Fund** - accounts for revenues and expenditures associated with the clerks records.
- **DUII Impact Fund** - accounts for court ordered fees specifically designated to help fund the County's DUII enforcement programs.
- **Building Permit Fees Fund** - accounts for building permit fees received by the County.
- **Park Fund** accounts for revenues and expenditures associated with the operation and maintenance of the County's parks.
- **Equity Fund** - accounts for revenues received specifically designated to fund the County's small business development programs.
- **Liquor Control Fund** - accounts for revenues for designated to fund the County's liquor control activities.
- **Water Planning Fund** - accounts for revenues received from State water resources.
- **Forest Service** - accounts for forest fees received and the expenditures associated with the County's federal forest land.
- **Court Security Fund** - accounts for revenues specifically designated to fund the County's court security programs.
- **Echo Wind Fees Fund** - accounts for revenues and expenditures associated with the Echo wind project.
- **Shepherd Flat Fees Fund** - accounts for revenues and expenditures associated with the Shepherd Flat wind project.
- **FTA Grant Fund** - accounts for revenues and expenditures associated with the FTA Grant.
- **Community Corrections Fund** - accounts for revenues and expenditures associated with the parole and probation of the County.
- **PGE- Carty** - accounts for revenues and expenditures associated with the PGE Carty project.
- **Sheriff Reserve** - accounts for revenues and expenditures associated with Sheriff donations.
- **Resiliency Fund** - accounts for revenues and expenditures associated with small business Covid relief grants.

**MORROW COUNTY, OREGON**

**Nonmajor Special Revenue Funds**  
**Combining Balance Sheet**

**June 30, 2021**

	Heritage	Finley Buttes Road	Commission on Children and Families	Airport	Law Library	911 Emergency Telephone
<b>ASSETS:</b>						
Cash	\$ 17,242	\$ 1,423,563	\$ 66,158	\$ 146,416	\$ 31,690	\$ 378,704
Property taxes receivable	-	-	-	-	-	-
Other receivables	-	40,465	-	-	-	132,114
Total assets	\$ 17,242	\$ 1,464,028	\$ 66,158	\$ 146,416	\$ 31,690	\$ 510,818
<b>LIABILITIES, DEFERRED INFLOWS OF RESOURCES AND FUND BALANCES</b>						
<b>LIABILITIES:</b>						
Accounts payable	\$ -	\$ -	\$ -	\$ 3,474	\$ 440	\$ 4,944
Accrued payroll and payroll taxes payable	-	-	-	-	-	5,748
Due to other funds	-	-	-	-	-	-
Total liabilities	-	-	-	3,474	440	10,692
<b>DEFERRED INFLOWS OF RESOURCES:</b>						
Deferred property taxes	-	-	-	-	-	-
Total deferred inflows of resources	-	-	-	-	-	-
<b>FUND BALANCES:</b>						
Restricted	-	1,464,028	66,158	-	-	500,126
Committed	17,242	-	-	142,942	31,250	-
Unassigned	-	-	-	-	-	-
Total fund balances	17,242	1,464,028	66,158	142,942	31,250	500,126
	\$ 17,242	\$ 1,464,028	\$ 66,158	\$ 146,416	\$ 31,690	\$ 510,818

See accompanying independent auditor's report. Continued on next page.

**MORROW COUNTY, OREGON**

**Nonmajor Special Revenue Funds**  
**Combining Balance Sheet**

**June 30, 2021**

Continued from previous page.

	Surveyor Preserve- tion	Finley Buttes Lic. Fees	County School	One School	Fair	Special Trans- portation
Cash	\$ 259,286	\$ 983,141	\$ 124	\$ 13	\$ 302,984	\$ 584,174
Property taxes receivable	-	-	1,159	113	3,151	-
Other receivables	-	162,547	-	-	-	-
Total assets	\$ 259,286	\$ 1,145,688	\$ 1,283	\$ 126	\$ 306,135	\$ 584,174
<b><u>LIABILITIES, DEFERRED INFLOWS OF RESOURCES AND FUND BALANCES</u></b>						
<b><u>LIABILITIES:</u></b>						
Accounts payable	\$ -	\$ 3,223	\$ -	\$ -	\$ 8,967	\$ 28,614
Accrued payroll and payroll taxes payable	-	-	-	-	1,035	5,272
Due to other funds	-	-	-	-	-	-
Total liabilities	-	3,223	-	-	10,002	33,886
<b><u>DEFERRED INFLOWS OF RESOURCES:</u></b>						
Deferred property taxes	-	-	911	89	2,478	-
Total deferred inflows of resources	-	-	911	89	2,478	-
<b><u>FUND BALANCES:</u></b>						
Restricted	-	-	372	37	-	-
Committed	259,286	1,142,465	-	-	293,655	550,288
Unassigned	-	-	-	-	-	-
Total fund balances	259,286	1,142,465	372	37	293,655	550,288
	\$ 259,286	\$ 1,145,688	\$ 1,283	\$ 126	\$ 306,135	\$ 584,174

See accompanying independent  
auditor's report.

Continued on next page.

**MORROW COUNTY, OREGON**

**Nonmajor Special Revenue Funds**  
**Combining Balance Sheet**

**June 30, 2021**

Continued from previous page.

	Alcohol Enforcement	Video Lottery Economic Development	Victim/Witness Assistance	Willow Creek Wind	CAMI Grant	Safety Committee
\$	22,003	\$ 41,130	\$ 22,640	\$ 45,954	\$ 47,296	\$ 12,058
	-	-	-	-	-	-
	-	-	22,011	-	-	-
Total assets	\$ 22,003	\$ 41,130	\$ 44,651	\$ 45,954	\$ 47,296	\$ 12,058

**LIABILITIES, DEFERRED INFLOWS OF RESOURCES AND FUND BALANCES**

**LIABILITIES:**

A accounts payable	\$ 218	\$ -	\$ 1,739	\$ -	\$ 80	\$ 1,816
Accrued payroll and payroll taxes payable	-	-	1,947	-	-	-
Due to other funds	-	-	27,425	-	-	-
Total liabilities	218	-	31,111	-	80	1,816

**DEFERRED INFLOWS OF RESOURCES:**

Deferred property taxes	-	-	-	-	-	-
Total deferred inflows of resources	-	-	-	-	-	-

**FUND BALANCES:**

Restricted	21,785	41,130	-	-	47,216	-
Committed	-	-	13,540	45,954	-	10,242
Unassigned	-	-	-	-	-	-
Total fund balances	21,785	41,130	13,540	45,954	47,216	10,242
\$	22,003	\$ 41,130	\$ 44,651	\$ 45,954	\$ 47,296	\$ 12,058

See accompanying independent auditor's report.

Continued on next page.

**MORROW COUNTY, OREGON**

**Nonmajor Special Revenue Funds**  
**Combining Balance Sheet**

**June 30, 2021**

Continued from previous page.

	Rodeo	Justice Court Bail and Fine	Clerks Records	DUII Impact	Building Permit Fees	Parks
<b><u>ASSETS:</u></b>						
Cash	\$ 10,000	\$ 67,608	\$ 21,778	\$ 29,651	\$ 1,096,730	\$ 233,831
Property taxes receivable	-	-	-	-	-	-
Other receivables	-	-	-	-	-	39,726
Total assets	\$ 10,000	\$ 67,608	\$ 21,778	\$ 29,651	\$ 1,096,730	\$ 273,557
<b><u>LIABILITIES, DEFERRED INFLOWS OF RESOURCES AND FUND BALANCES</u></b>						
<b><u>LIABILITIES:</u></b>						
Accounts payable	\$ -	\$ 48,284	\$ -	\$ -	\$ -	\$ 37,873
Accrued payroll and payroll taxes payable	-	-	-	-	-	9,231
Due to other funds	-	-	-	-	-	-
Total liabilities	-	48,284	-	-	-	47,104
<b><u>DEFERRED INFLOWS OF RESOURCES:</u></b>						
Deferred property taxes	-	-	-	-	-	-
Total deferred inflows of resources	-	-	-	-	-	-
<b><u>FUND BALANCES:</u></b>						
Restricted	-	19,324	-	29,651	-	-
Committed	10,000	-	21,778	-	1,096,730	226,453
Unassigned	-	-	-	-	-	-
Total fund balances	10,000	19,324	21,778	29,651	1,096,730	226,453
	\$ 10,000	\$ 67,608	\$ 21,778	\$ 29,651	\$ 1,096,730	\$ 273,557

See accompanying independent  
auditor's report.

Continued on next page.

**MORROW COUNTY, OREGON**

**Nonmajor Special Revenue Funds**  
**Combining Balance Sheet**  
**June 30, 2021**

Continued from previous page.

	Equity	Liquor Control	Water Planning	Forest Service	Court Security	Echo Wind Fees
<b>ASSETS:</b>						
Cash	\$ 305,331	\$ 874	\$ 258	\$ 81,820	\$ 91,277	\$ 17,711
Property taxes receivable	-	-	-	-	-	-
Other receivables	320,056	-	-	-	825	-
Total assets	\$ 625,387	\$ 874	\$ 258	\$ 81,820	\$ 92,102	\$ 17,711
<b>LIABILITIES, DEFERRED INFLOWS OF RESOURCES AND FUND BALANCES</b>						
<b>LIABILITIES:</b>						
Accounts payable	\$ 5,093	\$ -	\$ -	\$ -	\$ 10,909	\$ -
Accrued payroll and payroll taxes payable	-	-	-	-	-	-
Due to other funds	-	-	-	-	-	-
Total liabilities	5,093	-	-	-	10,909	-
<b>DEFERRED INFLOWS OF RESOURCES:</b>						
Deferred property taxes	-	-	-	-	-	-
Total deferred inflows of resources	-	-	-	-	-	-
<b>FUND BALANCES:</b>						
Restricted	-	874	-	81,820	81,193	-
Committed	620,294	-	258	-	-	17,711
Unassigned	-	-	-	-	-	-
Total fund balances	620,294	874	258	81,820	81,193	17,711
	\$ 625,387	\$ 874	\$ 258	\$ 81,820	\$ 92,102	\$ 17,711

See accompanying independent auditor's report. Continued on next page.

**MORROW COUNTY, OREGON**

**Nonmajor Special Revenue Funds**  
**Combining Balance Sheet**

**June 30, 2021**

Continued from previous page.

	Shepherds Flat Fees	FTA Grant	Comm. Corrections Fund	PGE Carty	Sheriff Reserve	Resiliency	Totals
<b><u>ASSETS:</u></b>							
Cash	\$ 183,371	\$ 173,087	\$ 320,179	\$ 51,941	\$ 14,988	\$ 92,008	\$ 7,177,019
Property taxes receivable	-	-	-	-	-	-	4,423
Other receivables	-	13,499	120,964	-	-	-	852,207
Total assets	\$ 183,371	\$ 186,586	\$ 441,143	\$ 51,941	\$ 14,988	\$ 92,008	\$ 8,033,649
<b><u>LIABILITIES, DEFERRED INFLOWS OF RESOURCES AND FUND BALANCES</u></b>							
<b><u>LIABILITIES:</u></b>							
Accounts payable	\$ 172,000	\$ 5,377	\$ 23,287	\$ -	\$ -	\$ -	\$ 356,338
Accrued payroll and payroll taxes payable	-	1,203	15,043	-	-	-	39,479
Due to other funds	-	142,956	-	-	-	-	170,381
Total liabilities	172,000	149,536	38,330	-	-	-	566,198
<b><u>DEFERRED INFLOWS OF RESOURCES:</u></b>							
Deferred property taxes	-	-	-	-	-	-	3,478
Total deferred inflows of resources	-	-	-	-	-	-	3,478
<b><u>FUND BALANCES:</u></b>							
Restricted	-	37,050	402,813	-	-	-	2,793,577
Committed	11,371	-	-	51,941	14,988	92,008	4,670,396
Unassigned	-	-	-	-	-	-	-
Total fund balances	11,371	37,050	402,813	51,941	14,988	92,008	7,463,973
	\$ 183,371	\$ 186,586	\$ 441,143	\$ 51,941	\$ 14,988	\$ 92,008	\$ 8,033,649

See accompanying independent  
auditor's report.

**MORROW COUNTY, OREGON**

**Nonmajor Special Revenue Funds**  
**Combining Statement of Revenues, Expenditures, and Changes in Fund Balances**  
**Year Ended June 30, 2021**

	Heritage	Finley Buttes Road	Commission on Children/ Families	Airport	Law Library	911 Emergency Telephone
<b><u>REVENUES:</u></b>						
Taxes	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Intergovernmental	-	-	-	213,238	-	457,613
Fees, fines, and charges for services	-	478,083	-	63,132	4,478	-
Interest	141	8,942	-	490	256	2,486
Miscellaneous	-	-	-	200	-	149
Total revenues	141	487,025	-	277,060	4,734	460,248
<b><u>EXPENDITURES:</u></b>						
General government	-	-	-	72,344	-	-
Public safety	-	-	-	-	-	265,346
Highways and streets	-	-	-	-	-	-
Culture and recreation	765	-	-	-	-	-
Education	-	-	-	-	3,737	-
Capital outlay	-	-	-	164,357	-	19,929
Total expenditures	765	-	-	236,701	3,737	285,275
<b><u>EXCESS (DEFICIENCY) OF REVENUES OVER (UNDER) EXPENDITURES</u></b>	(624)	487,025	-	40,359	997	174,973
<b><u>OTHER FINANCING SOURCES (USES):</u></b>						
Operating transfers in	-	-	-	73,086	-	-
Operating transfers out	-	-	-	-	-	-
Total other financing sources (uses)	-	-	-	73,086	-	-
<b><u>NET CHANGE IN FUND BALANCES:</u></b>	(624)	487,025	-	113,445	997	174,973
<b><u>FUND BALANCE, BEGINNING OF YEAR</u></b>	17,866	977,003	66,158	29,497	30,253	325,153
<b><u>FUND BALANCE, END OF YEAR</u></b>	\$ 17,242	\$ 1,464,028	\$ 66,158	\$ 142,942	\$ 31,250	\$ 500,126

See accompanying independent auditor's report.

-78-

Continued on next page.

**MORROW COUNTY, OREGON**

**Nonmajor Special Revenue Funds**

Continued from previous page.

**Combining Statement of Revenues, Expenditures, and Changes in Fund Balances**  
**Year Ended June 30, 2021**

	Surveyor Preserva- tion	Finley Buttes Lic. Fees	County School	Ione School	Fair	Special Trans- portation
<b><u>REVENUES:</u></b>						
Taxes	\$ -	\$ -	\$ 209,479	\$ 17,739	\$ 73,452	\$ -
Intergovernmental	-	-	28,594	2,297	53,166	421,559
Fees, fines, and charges for services	19,475	1,939,567	-	-	6,490	11,599
Interest	1,974	8,050	169	14	2,353	4,210
Miscellaneous	-	-	-	-	751	979
Total revenues	21,449	1,947,617	238,242	20,050	136,212	438,347
<b><u>EXPENDITURES:</u></b>						
General government	-	30,380	-	-	-	233,668
Public safety	-	-	-	-	-	-
Highways and streets	-	-	-	-	-	-
Culture and recreation	4,550	-	-	-	98,288	-
Education	-	-	238,341	20,059	-	-
Capital outlay	-	-	-	-	33,233	-
Total expenditures	4,550	30,380	238,341	20,059	131,521	233,668
<b><u>EXCESS (DEFICIENCY) OF</u></b>						
<b><u>REVENUES OVER (UNDER)</u></b>	16,899	1,917,237	(99)	(9)	4,691	204,679
<b><u>EXPENDITURES</u></b>						
Operating transfers in	-	-	-	-	33,165	-
Operating transfers out	-	(1,846,000)	-	-	(7,000)	(44,752)
Total other financing sources (uses)	-	(1,846,000)	-	-	26,165	(44,752)
<b><u>NET CHANGE IN FUND</u></b>						
<b><u>BALANCES:</u></b>						
<b><u>FUND BALANCE, BEGINNING</u></b>	16,899	71,237	(99)	(9)	30,856	159,927
<b><u>OF YEAR</u></b>						
<b><u>FUND BALANCE, END</u></b>	242,387	1,071,228	471	46	262,799	390,361
<b><u>OF YEAR</u></b>						
\$	259,286	\$ 1,142,465	\$ 372	\$ 37	\$ 293,655	\$ 550,288

See accompanying independent auditor's report.

Continued on next page.

**MORROW COUNTY, OREGON**

**Nonmajor Special Revenue Funds** Continued from previous page.  
**Combining Statement of Revenues, Expenditures, and Changes in Fund Balances**  
**Year Ended June 30, 2021**

	Alcohol Enforce- ment	Video Lottery Econ. Devel.	Victim/ Witness Assistance	Willow Creek Wind	CAMI Grant	Safety Committee
<b><u>REVENUES:</u></b>						
Taxes	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Intergovernmental	-	121,056	98,228	-	21,871	-
Fees, fines, and charges for services	-	-	-	107,302	-	-
Interest	183	368	-	424	302	114
Miscellaneous	-	-	384	-	-	33,979
Total revenues	183	121,424	98,612	107,726	22,173	34,093
<b><u>EXPENDITURES:</u></b>						
General government	-	63,893	-	76,315	18,397	40,803
Public safety	2,290	-	99,001	-	-	-
Highways and streets	-	-	-	-	-	-
Culture and recreation	-	-	-	-	-	-
Education	-	-	-	-	-	-
Capital outlay	-	-	-	-	-	-
Total expenditures	2,290	63,893	99,001	76,315	18,397	40,803
<b><u>EXCESS (DEFICIENCY) OF REVENUES OVER (UNDER) EXPENDITURES</u></b>	(2,107)	57,531	(389)	31,411	3,776	(6,710)
<b><u>OTHER FINANCING SOURCES (USES)</u></b>						
Operating transfers in	-	-	-	-	-	-
Operating transfers out	-	(51,000)	-	(33,167)	-	-
Total other financing sources (uses)	-	(51,000)	-	(33,167)	-	-
<b><u>NET CHANGE IN FUND BALANCES:</u></b>	(2,107)	6,531	(389)	(1,756)	3,776	(6,710)
<b><u>FUND BALANCE, BEGINNING OF YEAR</u></b>	23,892	34,599	13,929	47,710	43,440	16,952
<b><u>FUND BALANCE, END OF YEAR</u></b>	\$ 21,785	\$ 41,130	\$ 13,540	\$ 45,954	\$ 47,216	\$ 10,242

See accompanying independent auditor's report.

**MORROW COUNTY, OREGON**

**Nonmajor Special Revenue Funds** Continued from previous page.  
**Combining Statement of Revenues, Expenditures, and Changes in Fund Balances**  
**Year Ended June 30, 2021**

	Rodeo	Justice Court Bail and Fine	Clerks Records	DUII Impact	Building Permit Fees	Parks
<b><u>REVENUES:</u></b>						
Taxes	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 167,899
Intergovernmental	-	-	-	-	-	150,037
Fees, fines, and charges for services	-	546,401	2,210	-	175,843	298,552
Interest	-	-	153	232	7,855	2,042
Miscellaneous	-	-	-	-	-	17,570
Total revenues	-	546,401	2,363	232	183,698	636,100
<b><u>EXPENDITURES:</u></b>						
General government	-	-	2,717	-	1,526	-
Public safety	-	556,574	-	-	-	-
Highways and streets	-	-	-	-	-	-
Culture and recreation	-	-	-	-	-	557,789
Education	-	-	-	-	-	-
Capital outlay	-	-	-	-	-	255,489
Total expenditures	-	556,574	2,717	-	1,526	813,278
<b><u>EXCESS (DEFICIENCY) OF REVENUES OVER (UNDER) EXPENDITURES</u></b>	-	(10,173)	(354)	232	182,172	(177,178)
<b><u>OTHER FINANCING SOURCES (USES)</u></b>						
Operating transfers in	10,000	-	-	-	-	-
Operating transfers out	-	-	-	-	-	-
Total other financing sources (uses)	10,000	-	-	-	-	-
<b><u>NET CHANGE IN FUND BALANCES:</u></b>						
FUND BALANCE, BEGINNING OF YEAR	10,000	(10,173)	(354)	232	182,172	(177,178)
FUND BALANCE, END OF YEAR	-	29,497	22,132	29,419	914,558	403,631
	\$ 10,000	\$ 19,324	\$ 21,778	\$ 29,651	\$ 1,096,730	\$ 226,453

Continued on next page.

See accompanying independent auditor's report.

**MORROW COUNTY, OREGON**

**Nonmajor Special Revenue Funds**  
**Combining Statement of Revenues, Expenditures, and Changes in Fund Balances**  
**Year Ended June 30, 2021**

Continued from previous page.

	Equity	Liquor Control	Water Planning	Forest Service	Court Security	Echo Wind Fees
<b><u>REVENUES:</u></b>						
Taxes	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Intergovernmental	-	-	-	4,361	-	-
Fees, fines, and charges for services	-	-	-	-	11,524	86,771
Interest	6,903	7	-	613	758	136
Miscellaneous	-	-	-	-	-	-
Total revenues	<u>6,903</u>	<u>7</u>	<u>-</u>	<u>4,974</u>	<u>12,282</u>	<u>86,907</u>
<b><u>EXPENDITURES:</u></b>						
General government	5,092	-	-	-	-	41,123
Public safety	-	-	-	-	25,580	-
Highways and streets	-	-	-	-	-	-
Culture and recreation	-	-	6,000	-	-	-
Education	-	-	-	-	-	-
Capital outlay	-	-	-	-	-	-
Total expenditures	<u>5,092</u>	<u>-</u>	<u>6,000</u>	<u>-</u>	<u>25,580</u>	<u>41,123</u>
<b><u>EXCESS (DEFICIENCY) OF REVENUES OVER (UNDER) EXPENDITURES</u></b>	<u>1,811</u>	<u>7</u>	<u>(6,000)</u>	<u>4,974</u>	<u>(13,298)</u>	<u>45,784</u>
<b><u>OTHER FINANCING SOURCES (USES)</u></b>						
Operating transfers in	-	-	-	-	-	-
Operating transfers out	-	-	-	-	-	(35,210)
Total other financing sources (uses)	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>(35,210)</u>
<b><u>NET CHANGE IN FUND BALANCES:</u></b>	<u>1,811</u>	<u>7</u>	<u>(6,000)</u>	<u>4,974</u>	<u>(13,298)</u>	<u>10,574</u>
<b><u>FUND BALANCE, BEGINNING OF YEAR</u></b>	<u>618,483</u>	<u>867</u>	<u>6,258</u>	<u>76,846</u>	<u>94,491</u>	<u>7,137</u>
<b><u>FUND BALANCE, END OF YEAR</u></b>	<u>\$ 620,294</u>	<u>\$ 874</u>	<u>\$ 258</u>	<u>\$ 81,820</u>	<u>\$ 81,193</u>	<u>\$ 17,711</u>

Continued on next page.

See accompanying independent auditor's report.

**MORROW COUNTY, OREGON**

**Nonmajor Special Revenue Funds**  
**Combining Statement of Revenues, Expenditures, and Changes in Fund Balances**  
**Year Ended June 30, 2021**

Continued from previous page.

	Shepherds Flat Fees	FTA Grant	Comm. Corrections Fund	PGE Carty	Sheriff Reserve	Resiliency	Totals
<b><u>REVENUES:</u></b>							
Taxes	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 468,569
Intergovernmental	-	81,118	565,456	-	-	933,813	3,152,407
Fees, fines, and charges for services	1,702,262	-	35,128	2,419,503	5,321	-	7,913,641
Interest	2,716	380	2,763	3,694	129	-	58,857
Miscellaneous	-	-	-	-	200	-	54,212
Total revenues	<u>1,704,978</u>	<u>81,498</u>	<u>603,347</u>	<u>2,423,197</u>	<u>5,650</u>	<u>933,813</u>	<u>11,647,686</u>
<b><u>EXPENDITURES:</u></b>							
General government	573,897	70,406	-	612,626	-	1,341,805	3,184,992
Public safety	-	-	594,740	-	5,496	-	1,549,027
Highways and streets	-	-	-	-	-	-	-
Culture and recreation	-	-	-	-	-	-	667,392
Education	-	-	-	-	-	-	262,137
Capital outlay	-	26,198	42,480	-	-	-	541,686
Total expenditures	<u>573,897</u>	<u>96,604</u>	<u>637,220</u>	<u>612,626</u>	<u>5,496</u>	<u>1,341,805</u>	<u>6,205,234</u>
<b><u>EXCESS (DEFICIENCY) OF REVENUES OVER (UNDER) EXPENDITURES</u></b>	<u>1,131,081</u>	<u>(15,106)</u>	<u>(33,873)</u>	<u>1,810,571</u>	<u>154</u>	<u>(407,992)</u>	<u>5,442,452</u>
<b><u>OTHER FINANCING SOURCES (USES)</u></b>							
Operating transfers in	-	28,948	-	-	-	500,000	645,199
Operating transfers out	(1,238,990)	-	-	(1,824,677)	-	-	(5,080,796)
Total other financing sources (uses)	<u>(1,238,990)</u>	<u>28,948</u>	<u>-</u>	<u>(1,824,677)</u>	<u>-</u>	<u>500,000</u>	<u>(4,435,597)</u>
<b><u>NET CHANGE IN FUND BALANCES:</u></b>	<u>(107,909)</u>	<u>13,842</u>	<u>(33,873)</u>	<u>(14,106)</u>	<u>154</u>	<u>92,008</u>	<u>1,006,855</u>
<b><u>FUND BALANCE, BEGINNING OF YEAR</u></b>	<u>119,280</u>	<u>23,208</u>	<u>436,686</u>	<u>66,047</u>	<u>14,834</u>	<u>-</u>	<u>6,457,118</u>
<b><u>FUND BALANCE, END OF YEAR</u></b>	<u>\$ 11,371</u>	<u>\$ 37,050</u>	<u>\$ 402,813</u>	<u>\$ 51,941</u>	<u>\$ 14,988</u>	<u>\$ 92,008</u>	<u>\$ 7,463,973</u>

See accompanying independent auditor's report.

MORROW COUNTY, OREGON

Heritage Trail Fund  
Schedule of Revenues, Expenditures, and Changes in Fund Balances  
Budget (Non-GAAP Budgetary Basis) to Actual  
Year Ended June 30, 2021

	<u>Budgeted Amounts</u>		<u>Actual Amounts</u>	<u>Variance with Final Budget</u>
	<u>Original</u>	<u>Final</u>		
<b><u>REVENUES:</u></b>				
Interest	\$ 300	\$ 300	\$ 141	\$ (159)
<b><u>EXPENDITURES:</u></b>				
Materials and services	18,095	18,095	765	17,330
<b><u>EXCESS (DEFICIENCY) OF REVENUES OVER (UNDER) EXPENDITURES</u></b>	(17,795)	(17,795)	(624)	17,171
<b><u>FUND BALANCES, BEGINNING</u></b>	17,795	17,795	17,866	71
<b><u>FUND BALANCES, ENDING</u></b>	\$ -	\$ -	\$ 17,242	\$ 17,242

See accompanying independent auditor's report.

**MORROW COUNTY, OREGON**

**Finley Buttes Road Fund**

**Schedule of Revenues, Expenditures, and Changes in Fund Balances**

**Budget (Non-GAAP Budgetary Basis) to Actual**

**Year Ended June 30, 2021**

	<u>Budgeted Amounts</u>		<u>Actual Amounts</u>	<u>Variance with Final Budget</u>
	<u>Original</u>	<u>Final</u>		
<b><u>REVENUES:</u></b>				
Landfill fees	\$ 340,000	\$ 340,000	\$ 478,083	\$ 138,083
Interest	11,000	11,000	8,942	(2,058)
Total revenues	<u>351,000</u>	<u>351,000</u>	<u>487,025</u>	<u>136,025</u>
<b><u>EXPENDITURES:</u></b>				
Contractual services	<u>100,000</u>	<u>100,000</u>	<u>-</u>	<u>100,000</u>
<b><u>EXCESS OF REVENUES OVER EXPENDITURES</u></b>				
	<u>251,000</u>	<u>251,000</u>	<u>487,025</u>	<u>236,025</u>
<b><u>FUND BALANCES, BEGINNING</u></b>				
	<u>922,337</u>	<u>922,337</u>	<u>977,003</u>	<u>54,666</u>
<b><u>FUND BALANCES, ENDING</u></b>				
	<u>\$ 1,173,337</u>	<u>\$ 1,173,337</u>	<u>\$ 1,464,028</u>	<u>\$ 290,691</u>

See accompanying independent auditor's report.

**MORROW COUNTY, OREGON**

**Commission on Children and Families Fund**  
**Schedule of Revenues, Expenditures, and Changes in Fund Balances**  
**Budget (Non-GAAP Budgetary Basis) to Actual**  
**Year Ended June 30, 2021**

	<u>Budgeted Amounts</u>		<u>Actual Amounts</u>	<u>Variance with Final Budget</u>
	<u>Original</u>	<u>Final</u>		
<b><u>REVENUES:</u></b>				
Interest	\$ -	\$ -	\$ -	\$ -
<b><u>EXPENDITURES:</u></b>				
Total expenditures	-	-	-	-
<b><u>EXCESS OF REVENUES OVER EXPENDITURES</u></b>	-	-	-	-
<b><u>FUND BALANCES, BEGINNING</u></b>	-	-	66,158	66,158
<b><u>FUND BALANCES, ENDING</u></b>	\$ -	\$ -	\$ 66,158	\$ 66,158

See accompanying independent auditor's report.

**MORROW COUNTY, OREGON**

**Airport Fund**

**Schedule of Revenues, Expenditures, and Changes in Fund Balances**

**Budget (Non-GAAP Budgetary Basis) to Actual**

**Year Ended June 30, 2021**

	<u>Budgeted Amounts</u>		<u>Actual Amounts</u>	<u>Variance with Final Budget</u>
	<u>Original</u>	<u>Final</u>		
<b><u>REVENUES:</u></b>				
Grants and other	\$ 1,007,111	\$ 1,007,111	\$ 213,238	\$ (793,873)
Rental and leases	19,400	19,400	17,235	(2,165)
Charges for services	15,900	15,900	45,897	29,997
Interest	100	100	490	390
Miscellaneous revenue	2,400	2,400	200	(2,200)
Total revenues	<u>1,044,911</u>	<u>1,044,911</u>	<u>277,060</u>	<u>(767,851)</u>
<b><u>EXPENDITURES:</u></b>				
Materials and services	62,700	90,467	72,344	18,123
Capital outlay	1,092,283	1,081,516	164,357	917,159
Contingency	21,691	4,691	-	4,691
Total expenditures	<u>1,176,674</u>	<u>1,176,674</u>	<u>236,701</u>	<u>939,973</u>
<b><u>EXCESS (DEFICIENCY) OF REVENUES OVER (UNDER) EXPENDITURES</u></b>				
	(131,763)	(131,763)	40,359	172,122
<b><u>OTHER FINANCING SOURCES:</u></b>				
Transfers in	<u>116,172</u>	<u>116,172</u>	<u>73,086</u>	<u>(43,086)</u>
<b><u>NET CHANGE IN FUND BALANCES</u></b>				
	(15,591)	(15,591)	113,445	129,036
<b><u>FUND BALANCES, BEGINNING</u></b>				
	<u>26,763</u>	<u>26,763</u>	<u>29,497</u>	<u>2,734</u>
<b><u>FUND BALANCES, ENDING</u></b>				
	<u>\$ 11,172</u>	<u>\$ 11,172</u>	<u>\$ 142,942</u>	<u>\$ 131,770</u>

See accompanying independent auditor's report.

MORROW COUNTY, OREGON

Law Library Fund

Schedule of Revenues, Expenditures, and Changes in Fund Balances

Budget (Non-GAAP Budgetary Basis) to Actual

Year Ended June 30, 2021

	<u>Budgeted Amounts</u>		<u>Actual Amounts</u>	<u>Variance with Final Budget</u>
	<u>Original</u>	<u>Final</u>		
<b><u>REVENUES:</u></b>				
State court, clerk fees	\$ 7,000	\$ 7,000	\$ 4,478	\$ (2,522)
Interest	800	800	256	(544)
Total revenues	<u>7,800</u>	<u>7,800</u>	<u>4,734</u>	<u>(3,066)</u>
<b><u>EXPENDITURES:</u></b>				
Materials and services	<u>41,565</u>	<u>41,565</u>	<u>3,737</u>	<u>37,828</u>
<b><u>EXCESS (DEFICIENCY) OF REVENUES OVER (UNDER) EXPENDITURES</u></b>				
	<u>(33,765)</u>	<u>(33,765)</u>	<u>997</u>	<u>34,762</u>
<b><u>FUND BALANCES, BEGINNING</u></b>				
	<u>33,765</u>	<u>33,765</u>	<u>30,253</u>	<u>(3,512)</u>
<b><u>FUND BALANCES, ENDING</u></b>				
	<u>\$ -</u>	<u>\$ -</u>	<u>\$ 31,250</u>	<u>\$ 31,250</u>

See accompanying independent auditor's report.

**MORROW COUNTY, OREGON**

**911 Emergency Telephone Fund**  
**Schedule of Revenues, Expenditures, and Changes in Fund Balances**  
**Budget (Non-GAAP Budgetary Basis) to Actual**  
**Year Ended June 30, 2021**

	<u>Budgeted Amounts</u>		<u>Actual Amounts</u>	<u>Variance with Final Budget</u>
	<u>Original</u>	<u>Final</u>		
<b><u>REVENUES:</u></b>				
State 911 apportionment	\$ 407,978	\$ 407,978	\$ 457,613	\$ 49,635
Interest	4,000	4,000	2,486	(1,514)
Other	-	-	149	149
Total revenues	<u>411,978</u>	<u>411,978</u>	<u>460,248</u>	<u>48,270</u>
<b><u>EXPENDITURES:</u></b>				
Personnel services	282,720	282,720	227,304	55,416
Materials and services	61,700	61,700	32,171	29,529
Capital outlay	100,000	100,000	19,929	80,071
Contingency	224,804	224,804	-	224,804
Total expenditures	<u>669,224</u>	<u>669,224</u>	<u>279,404</u>	<u>389,820</u>
<b><u>EXCESS (DEFICIENCY) OF REVENUES OVER (UNDER) EXPENDITURES</u></b>				
	(257,246)	(257,246)	180,844	438,090
<b><u>FUND BALANCES, BEGINNING</u></b>				
	<u>457,246</u>	<u>457,246</u>	<u>311,650</u>	<u>(145,596)</u>
<b><u>FUND BALANCES, ENDING</u></b>				
	<u>\$ 200,000</u>	<u>\$ 200,000</u>	<u>\$ 492,494</u>	<u>\$ 292,494</u>

See accompanying independent auditor's report.

**MORROW COUNTY, OREGON**

**Surveyor Preservation Fund**  
**Schedule of Revenues, Expenditures, and Changes in Fund Balances**  
**Budget (Non-GAAP Budgetary Basis) to Actual**  
**Year Ended June 30, 2021**

	<u>Budgeted Amounts</u>		<u>Actual Amounts</u>	<u>Variance with Final Budget</u>
	<u>Original</u>	<u>Final</u>		
<b><u>REVENUES:</u></b>				
Charges for services	\$ 11,000	\$ 11,000	\$ 19,475	\$ 8,475
Interest	4,000	4,000	1,974	(2,026)
Total revenues	<u>15,000</u>	<u>15,000</u>	<u>21,449</u>	<u>6,449</u>
<b><u>EXPENDITURES:</u></b>				
Materials and services	<u>253,876</u>	<u>253,876</u>	<u>4,550</u>	<u>249,326</u>
<b><u>EXCESS (DEFICIENCY) OF REVENUES OVER (UNDER) EXPENDITURES</u></b>	<u>(238,876)</u>	<u>(238,876)</u>	<u>16,899</u>	<u>255,775</u>
<b><u>FUND BALANCES, BEGINNING</u></b>	<u>238,876</u>	<u>238,876</u>	<u>242,387</u>	<u>3,511</u>
<b><u>FUND BALANCES, ENDING</u></b>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ 259,286</u>	<u>\$ 259,286</u>

See accompanying independent auditor's report.

**MORROW COUNTY, OREGON**

**Finley Buttes License Fee Fund**  
**Schedule of Revenues, Expenditures, and Changes in Fund Balances**  
**Budget (Non-GAAP Budgetary Basis) to Actual**  
**Year Ended June 30, 2021**

	<u>Budgeted Amounts</u>		<u>Actual Amounts</u>	<u>Variance with Final Budget</u>
	<u>Original</u>	<u>Final</u>		
<b><u>REVENUES:</u></b>				
Landfill license fees	\$ 1,370,000	\$ 1,370,000	\$ 1,939,567	\$ 569,567
Interest	5,000	5,000	8,050	3,050
Total revenues	<u>1,375,000</u>	<u>1,375,000</u>	<u>1,947,617</u>	<u>572,617</u>
<b><u>EXPENDITURES:</u></b>				
Materials and services	<u>58,478</u>	<u>58,478</u>	<u>30,380</u>	<u>28,098</u>
<b><u>EXCESS OF REVENUES OVER EXPENDITURES</u></b>	<u>1,316,522</u>	<u>1,316,522</u>	<u>1,917,237</u>	<u>600,715</u>
<b><u>OTHER FINANCING SOURCES (USES):</u></b>				
Transfers out	<u>(1,846,000)</u>	<u>(1,846,000)</u>	<u>(1,846,000)</u>	<u>-</u>
<b><u>NET CHANGE IN FUND BALANCES</u></b>	<u>(529,478)</u>	<u>(529,478)</u>	<u>71,237</u>	<u>600,715</u>
<b><u>FUND BALANCES, BEGINNING</u></b>	<u>529,478</u>	<u>529,478</u>	<u>1,071,228</u>	<u>541,750</u>
<b><u>FUND BALANCES, ENDING</u></b>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ 1,142,465</u>	<u>\$ 1,142,465</u>

See accompanying independent auditor's report.

**MORROW COUNTY, OREGON**

**County School Fund (ORS 328.005)**

**Schedule of Revenues, Expenditures, and Changes in Fund Balances**  
**Budget (Non-GAAP Budgetary Basis) to Actual**  
**Year Ended June 30, 2021**

	<u>Budgeted Amounts</u>		<u>Actual Amounts</u>	<u>Variance with Final Budget</u>
	<u>Original</u>	<u>Final</u>		
<b><u>REVENUES:</u></b>				
Property taxes	\$ 28,700	\$ 28,700	\$ 28,771	\$ 71
Federal forest rentals (25%)	9,000	28,590	28,594	4
In lieu of taxes	163,000	183,700	180,708	(2,992)
Interest	300	300	169	(131)
Total revenues	<u>201,000</u>	<u>241,290</u>	<u>238,242</u>	<u>(3,048)</u>
<b><u>EXPENDITURES:</u></b>				
Tax turnovers	<u>201,060</u>	<u>241,350</u>	<u>238,341</u>	<u>3,009</u>
<b><u>EXCESS OF REVENUES OVER EXPENDITURES</u></b>				
	(60)	(60)	(99)	(39)
<b><u>FUND BALANCES, BEGINNING</u></b>				
	<u>60</u>	<u>60</u>	<u>471</u>	<u>411</u>
<b><u>FUND BALANCES, ENDING</u></b>				
	<u>\$ -</u>	<u>\$ -</u>	<u>\$ 372</u>	<u>\$ 372</u>

See accompanying independent auditor's report.

MORROW COUNTY, OREGON

Ione School Fund  
Schedule of Revenues, Expenditures, and Changes in Fund Balances  
Budget (Non-GAAP Budgetary Basis) to Actual  
Year Ended June 30, 2021

	<u>Budgeted Amounts</u>		<u>Actual Amounts</u>	<u>Variance with Final Budget</u>
	<u>Original</u>	<u>Final</u>		
<b><u>REVENUES:</u></b>				
Property taxes	\$ 3,200	\$ 3,200	\$ 3,222	\$ 22
Federal forest rentals	500	2,290	2,297	7
In lieu of taxes	16,500	16,500	14,517	(1,983)
Interest	30	30	14	(16)
Total revenues	<u>20,230</u>	<u>22,020</u>	<u>20,050</u>	<u>(1,970)</u>
<b><u>EXPENDITURES:</u></b>				
Tax turnovers	<u>20,240</u>	<u>22,030</u>	<u>20,059</u>	<u>1,971</u>
<b><u>EXCESS OF REVENUES OVER EXPENDITURES</u></b>				
	(10)	(10)	(9)	1
<b><u>FUND BALANCES, BEGINNING</u></b>				
	<u>10</u>	<u>10</u>	<u>46</u>	<u>36</u>
<b><u>FUND BALANCES, ENDING</u></b>				
	<u>\$ -</u>	<u>\$ -</u>	<u>\$ 37</u>	<u>\$ 37</u>

See accompanying independent auditor's report.

**MORROW COUNTY, OREGON**

**Fair Fund**  
**Schedule of Revenues, Expenditures, and Changes in Fund Balances**  
**Budget (Non-GAAP Budgetary Basis) to Actual**  
**Year Ended June 30, 2021**

	<u>Budgeted Amounts</u>		<u>Actual Amounts</u>	<u>Variance with Final Budget</u>
	<u>Original</u>	<u>Final</u>		
<b><u>REVENUES:</u></b>				
Gate admissions	\$ 10,500	\$ 10,500	\$ -	\$ (10,500)
Concessions	1,000	1,000	-	(1,000)
Rental of facilities	2,150	2,150	1,990	(160)
Donations	100	100	-	(100)
Sponsors and premium book advertising	12,400	12,400	4,500	(7,900)
Other	3,600	3,600	751	(2,849)
Intergovernmental (Oregon State)	53,166	53,166	53,166	-
Property taxes	73,674	73,674	73,452	(222)
Interest	2,000	2,000	2,353	353
Total revenues	<u>158,590</u>	<u>158,590</u>	<u>136,212</u>	<u>(22,378)</u>
<b><u>EXPENDITURES:</u></b>				
Administrative and non-departmental	68,273	101,438	87,298	14,140
Fair	87,959	92,281	41,498	50,783
Queen and court	2,550	2,550	-	2,550
Multipurpose buildings	2,450	2,450	2,136	314
St. Pats event	2,260	2,260	-	2,260
Operating contingency	238,898	234,576	-	234,576
Total expenditures	<u>402,390</u>	<u>435,555</u>	<u>130,932</u>	<u>304,623</u>
<b><u>EXCESS (DEFICIENCY) OF REVENUES OVER (UNDER) EXPENDITURES</u></b>				
	<u>(243,800)</u>	<u>(276,965)</u>	<u>5,280</u>	<u>282,245</u>
<b><u>OTHER FINANCING SOURCES (USES):</u></b>				
Transfers in	5,000	38,165	33,165	(5,000)
Transfers out	<u>(7,000)</u>	<u>(7,000)</u>	<u>(7,000)</u>	<u>-</u>
Total other financing sources (uses)	<u>(2,000)</u>	<u>31,165</u>	<u>26,165</u>	<u>(5,000)</u>
<b><u>NET CHANGE IN FUND BALANCES</u></b>				
	<u>(245,800)</u>	<u>(245,800)</u>	<u>31,445</u>	<u>277,245</u>
<b><u>FUND BALANCES, BEGINNING</u></b>				
	<u>245,800</u>	<u>245,800</u>	<u>260,161</u>	<u>14,361</u>
<b><u>FUND BALANCES, ENDING</u></b>				
	<u>\$ -</u>	<u>\$ -</u>	<u>\$ 291,606</u>	<u>\$ 291,606</u>

See accompanying independent auditor's report.

**MORROW COUNTY, OREGON**

**Special Transportation Fund**  
**Schedule of Revenues, Expenditures, and Changes in Fund Balances**  
**Budget (Non-GAAP Budgetary Basis) to Actual**  
**Year Ended June 30, 2021**

	<u>Budgeted Amounts</u>		<u>Actual Amounts</u>	<u>Variance with Final Budget</u>
	<u>Original</u>	<u>Final</u>		
<b><u>REVENUES:</u></b>				
Grants	\$ 45,000	\$ 45,000	\$ 8,089	\$ (36,911)
State apportionment	805,036	805,036	413,470	(391,566)
Bus receipts and other	500	500	11,599	11,099
Interest	3,000	3,000	4,210	1,210
Other	-	-	979	979
Total revenues	<u>853,536</u>	<u>853,536</u>	<u>438,347</u>	<u>(415,189)</u>
<b><u>EXPENDITURES:</u></b>				
Personnel services	364,544	364,544	139,630	224,914
Materials and services	320,100	280,470	97,746	182,724
Contingency	<u>1,437,134</u>	<u>1,437,134</u>	-	<u>1,437,134</u>
Total expenditures	<u>2,121,778</u>	<u>2,082,148</u>	<u>237,376</u>	<u>1,844,772</u>
<b><u>EXCESS (DEFICIENCY) OF REVENUES OVER (UNDER) EXPENDITURES</u></b>				
	<u>(1,268,242)</u>	<u>(1,228,612)</u>	<u>200,971</u>	<u>1,429,583</u>
<b><u>OTHER FINANCING SOURCES (USES):</u></b>				
Transfers out	<u>(6,282)</u>	<u>(45,912)</u>	<u>(44,752)</u>	<u>1,160</u>
<b><u>NET CHANGE IN FUND BALANCES</u></b>				
	<u>(1,274,524)</u>	<u>(1,274,524)</u>	<u>156,219</u>	<u>1,430,743</u>
<b><u>FUND BALANCES, BEGINNING</u></b>				
	<u>1,274,524</u>	<u>1,274,524</u>	<u>389,569</u>	<u>(884,955)</u>
<b><u>FUND BALANCES, ENDING</u></b>				
	<u>\$ -</u>	<u>\$ -</u>	<u>\$ 545,788</u>	<u>\$ 545,788</u>

See accompanying independent auditor's report.

**MORROW COUNTY, OREGON**

**Alcohol Enforcement Fund (ORS 471.670)**  
**Schedule of Revenues, Expenditures, and Changes in Fund Balances**  
**Budget (Non-GAAP Budgetary Basis) to Actual**  
**Year Ended June 30, 2021**

	<u>Budgeted Amounts</u>		<u>Actual Amounts</u>	<u>Variance with Final Budget</u>
	<u>Original</u>	<u>Final</u>		
<b><u>REVENUES:</u></b>				
Fines and forfeits	\$ -	\$ -	\$ -	\$ -
Interest	500	500	183	(317)
Total revenues	500	500	183	(317)
<b><u>EXPENDITURES:</u></b>				
Materials and services	19,403	19,403	2,290	17,113
Capital outlay	5,000	5,000	-	5,000
Total expenditures	24,403	24,403	2,290	22,113
<b><u>EXCESS (DEFICIENCY) OF REVENUES OVER (UNDER) EXPENDITURES</u></b>				
	(23,903)	(23,903)	(2,107)	21,796
<b><u>FUND BALANCES, BEGINNING</u></b>				
	23,903	23,903	23,892	(11)
<b><u>FUND BALANCES, ENDING</u></b>				
	\$ -	\$ -	\$ 21,785	\$ 21,785

See accompanying independent auditor's report.

MORROW COUNTY, OREGON

Video Lottery Economic Development  
Schedule of Revenues, Expenditures, and Changes in Fund Balances  
Budget (Non-GAAP Budgetary Basis) to Actual  
Year Ended June 30, 2021

	<u>Budgeted Amounts</u>		<u>Actual Amounts</u>	<u>Variance with Final Budget</u>
	<u>Original</u>	<u>Final</u>		
<b><u>REVENUES:</u></b>				
Video lottery	\$ 87,000	\$ 87,000	\$ 121,056	\$ 34,056
Interest	900	900	368	(532)
Total revenues	<u>87,900</u>	<u>87,900</u>	<u>121,424</u>	<u>33,524</u>
<b><u>EXPENDITURES:</u></b>				
Materials and services	<u>90,893</u>	<u>90,893</u>	<u>63,893</u>	<u>27,000</u>
<b><u>EXCESS OF REVENUES OVER EXPENDITURES</u></b>				
	(2,993)	(2,993)	57,531	60,524
<b><u>OTHER FINANCING SOURCES (USES):</u></b>				
Transfers out	<u>(51,000)</u>	<u>(51,000)</u>	<u>(51,000)</u>	<u>-</u>
<b><u>NET CHANGE IN FUND BALANCES</u></b>	<u>(53,993)</u>	<u>(53,993)</u>	<u>6,531</u>	<u>60,524</u>
<b><u>FUND BALANCES, BEGINNING</u></b>	<u>53,993</u>	<u>53,993</u>	<u>34,599</u>	<u>(19,394)</u>
<b><u>FUND BALANCES, ENDING</u></b>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ 41,130</u>	<u>\$ 41,130</u>

See accompanying independent auditor's report.

**MORROW COUNTY, OREGON**

**Victim-Witness Assistance Fund**  
**Schedule of Revenues, Expenditures, and Changes in Fund Balances**  
**Budget (Non-GAAP Budgetary Basis) to Actual**  
**Year Ended June 30, 2021**

	<u>Budgeted Amounts</u>		<u>Actual Amounts</u>	<u>Variance with Final Budget</u>
	<u>Original</u>	<u>Final</u>		
<b><u>REVENUES:</u></b>				
State apportionment	\$ 105,969	\$ 105,969	\$ 98,228	\$ (7,741)
Other	-	-	384	384
Total revenues	<u>105,969</u>	<u>105,969</u>	<u>98,612</u>	<u>(7,357)</u>
<b><u>EXPENDITURES:</u></b>				
Personal services	89,349	89,349	88,255	1,094
Materials and services	<u>19,527</u>	<u>19,527</u>	<u>11,156</u>	<u>8,371</u>
Total expenditures	<u>108,876</u>	<u>108,876</u>	<u>99,411</u>	<u>9,465</u>
<b><u>EXCESS (DEFICIENCY) OF REVENUES OVER (UNDER) EXPENDITURES</u></b>				
	(2,907)	(2,907)	(799)	2,108
<b><u>FUND BALANCES, BEGINNING</u></b>				
	<u>2,907</u>	<u>2,907</u>	<u>13,281</u>	<u>10,374</u>
<b><u>FUND BALANCES, ENDING</u></b>				
	<u>\$ -</u>	<u>\$ -</u>	<u>\$ 12,482</u>	<u>\$ 12,482</u>

See accompanying independent auditor's report.

**MORROW COUNTY, OREGON**

**Willow Creek Wind**  
**Schedule of Revenues, Expenditures, and Changes in Fund Balances**  
**Budget (Non-GAAP Budgetary Basis) to Actual**  
**Year Ended June 30, 2021**

	<u>Budgeted Amounts</u>		<u>Actual Amounts</u>	<u>Variance with Final Budget</u>
	<u>Original</u>	<u>Final</u>		
<b><u>REVENUES:</u></b>				
Wind fees	\$ 90,000	\$ 90,000	\$ 107,302	\$ 17,302
Interest	1,000	1,000	424	(576)
Total revenues	<u>91,000</u>	<u>91,000</u>	<u>107,726</u>	<u>16,726</u>
<b><u>EXPENDITURES:</u></b>				
Willow Creek Fee Distribution	<u>90,000</u>	<u>90,000</u>	<u>76,315</u>	<u>13,685</u>
Total expenditures	<u>90,000</u>	<u>90,000</u>	<u>76,315</u>	<u>13,685</u>
<b><u>EXCESS OF REVENUES OVER EXPENDITURES</u></b>				
	1,000	1,000	31,411	30,411
<b><u>OTHER FINANCING SOURCES (USES):</u></b>				
Transfers out	<u>(33,167)</u>	<u>(33,167)</u>	<u>(33,167)</u>	<u>-</u>
<b><u>NET CHANGE IN FUND BALANCES</u></b>				
	(32,167)	(32,167)	(1,756)	30,411
<b><u>FUND BALANCES, BEGINNING</u></b>				
	<u>32,167</u>	<u>32,167</u>	<u>47,710</u>	<u>15,543</u>
<b><u>FUND BALANCES, ENDING</u></b>				
	<u>\$ -</u>	<u>\$ -</u>	<u>\$ 45,954</u>	<u>\$ 45,954</u>

See accompanying independent auditor's report.

MORROW COUNTY, OREGON

CAMI Grant Fund  
Schedule of Revenues, Expenditures, and Changes in Fund Balances  
Budget (Non-GAAP Budgetary Basis) to Actual  
Year Ended June 30, 2021

	<u>Budgeted Amounts</u>		<u>Actual Amounts</u>	<u>Variance with Final Budget</u>
	<u>Original</u>	<u>Final</u>		
<b><u>REVENUES:</u></b>				
Grants	\$ 29,160	\$ 29,160	\$ 21,871	\$ (7,289)
Interest	-	-	302	302
Other	-	-	-	-
Total revenues	<u>29,160</u>	<u>29,160</u>	<u>22,173</u>	<u>(6,987)</u>
<b><u>EXPENDITURES:</u></b>				
Materials and services	<u>36,920</u>	<u>36,920</u>	<u>18,397</u>	<u>18,523</u>
<b><u>EXCESS (DEFICIENCY) OF REVENUES OVER (UNDER) EXPENDITURES</u></b>	<u>(7,760)</u>	<u>(7,760)</u>	<u>3,776</u>	<u>11,536</u>
<b><u>FUND BALANCES, BEGINNING</u></b>	<u>7,760</u>	<u>7,760</u>	<u>43,440</u>	<u>35,680</u>
<b><u>FUND BALANCES, ENDING</u></b>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ 47,216</u>	<u>\$ 47,216</u>

See accompanying independent auditor's report.

**MORROW COUNTY, OREGON**

**Safety Committee Fund**  
**Schedule of Revenues, Expenditures, and Changes in Fund Balances**  
**Budget (Non-GAAP Budgetary Basis) to Actual**  
**Year Ended June 30, 2021**

	<u>Budgeted Amounts</u>		<u>Actual Amounts</u>	<u>Variance with Final Budget</u>
	<u>Original</u>	<u>Final</u>		
<b><u>REVENUES:</u></b>				
SAIF dividend	\$ 3,000	\$ 3,000	\$ 3,465	\$ 465
Interest	100	100	114	14
Reimbursements	-	21,363	30,514	9,151
Total revenues	<u>3,100</u>	<u>24,463</u>	<u>34,093</u>	<u>9,630</u>
<b><u>EXPENDITURES:</u></b>				
Materials and services	<u>22,356</u>	<u>43,719</u>	<u>40,803</u>	<u>2,916</u>
<b><u>EXCESS (DEFICIENCY) OF REVENUES OVER (UNDER) EXPENDITURES</u></b>				
	(19,256)	(19,256)	(6,710)	12,546
<b><u>FUND BALANCES, BEGINNING</u></b>				
	<u>19,256</u>	<u>19,256</u>	<u>16,952</u>	<u>(2,304)</u>
<b><u>FUND BALANCES, ENDING</u></b>				
	<u>\$ -</u>	<u>\$ -</u>	<u>\$ 10,242</u>	<u>\$ 10,242</u>

See accompanying independent auditor's report.

MORROW COUNTY, OREGON

Rodeo Fund

Schedule of Revenues, Expenditures, and Changes in Fund Balances

Budget (Non-GAAP Budgetary Basis) to Actual

Year Ended June 30, 2021

	<u>Budgeted Amounts</u>		<u>Actual Amounts</u>	<u>Variance with Final Budget</u>
	<u>Original</u>	<u>Final</u>		
<b><u>REVENUES:</u></b>				
Interest	\$ -	\$ -	\$ -	\$ -
<b><u>EXPENDITURES:</u></b>				
Materials and services	10,000	10,000	-	10,000
<b><u>EXCESS (DEFICIENCY) OF REVENUES OVER (UNDER) EXPENDITURES</u></b>	(10,000)	(10,000)	-	10,000
<b><u>OTHER FINANCING SOURCES:</u></b>				
Transfers in	10,000	10,000	10,000	-
<b><u>NET CHANGE IN FUND BALANCES</u></b>	-	-	10,000	10,000
<b><u>FUND BALANCES, BEGINNING</u></b>	-	-	-	-
<b><u>FUND BALANCES, ENDING</u></b>	\$ -	\$ -	\$ 10,000	\$ 10,000

See accompanying independent auditor's report.

**MORROW COUNTY, OREGON**

**Justice Court Bail and Fine Fund**  
**Schedule of Revenues, Expenditures, and Changes in Fund Balances**  
**Budget (Non-GAAP Budgetary Basis) to Actual**  
**Year Ended June 30, 2021**

	<u>Budgeted Amounts</u>		<u>Actual Amounts</u>	<u>Variance with Final Budget</u>
	<u>Original</u>	<u>Final</u>		
<b><u>REVENUES:</u></b>				
Fines	\$ 525,000	\$ 574,613	\$ 546,401	\$ (28,212)
<b><u>EXPENDITURES:</u></b>				
Fine turnover	593,253	642,866	556,574	86,292
<b><u>EXCESS (DEFICIENCY) OF REVENUES OVER (UNDER) EXPENDITURES</u></b>	(68,253)	(68,253)	(10,173)	58,080
<b><u>FUND BALANCES, BEGINNING</u></b>	68,253	68,253	29,497	(38,756)
<b><u>FUND BALANCES, ENDING</u></b>	\$ -	\$ -	\$ 19,324	\$ 19,324

See accompanying independent auditor's report.

**MORROW COUNTY, OREGON**

**Clerks Records Fund**  
**Schedule of Revenues, Expenditures, and Changes in Fund Balances**  
**Budget (Non-GAAP Budgetary Basis) to Actual**  
**Year Ended June 30, 2021**

	<u>Budgeted Amounts</u>		<u>Actual Amounts</u>	<u>Variance with Final Budget</u>
	<u>Original</u>	<u>Final</u>		
<b><u>REVENUES:</u></b>				
Records fees	\$ 1,500	\$ 1,500	\$ 2,210	\$ 710
Interest	200	200	153	(47)
Total revenues	<u>1,700</u>	<u>1,700</u>	<u>2,363</u>	<u>663</u>
<b><u>EXPENDITURES:</u></b>				
Materials and services	<u>23,357</u>	<u>23,357</u>	<u>2,717</u>	<u>20,640</u>
Total expenditures	<u>23,357</u>	<u>23,357</u>	<u>2,717</u>	<u>20,640</u>
<b><u>EXCESS (DEFICIENCY) OF REVENUES OVER (UNDER) EXPENDITURES</u></b>				
	(21,657)	(21,657)	(354)	21,303
<b><u>FUND BALANCES, BEGINNING</u></b>				
	<u>21,657</u>	<u>21,657</u>	<u>22,132</u>	<u>475</u>
<b><u>FUND BALANCES, ENDING</u></b>				
	<u>\$ -</u>	<u>\$ -</u>	<u>\$ 21,778</u>	<u>\$ 21,778</u>

See accompanying independent auditor's report.

**MORROW COUNTY, OREGON**

**DUII Impact Fund**  
**Schedule of Revenues, Expenditures, and Changes in Fund Balances**  
**Budget (Non-GAAP Budgetary Basis) to Actual**  
**Year Ended June 30, 2021**

	<u>Budgeted Amounts</u>		<u>Actual Amounts</u>	<u>Variance with Final Budget</u>
	<u>Original</u>	<u>Final</u>		
<b><u>REVENUES:</u></b>				
Court ordered fees	\$ -	\$ -	\$ -	\$ -
Interest	400	400	232	(168)
Total revenues	<u>400</u>	<u>400</u>	<u>232</u>	<u>(168)</u>
<b><u>EXPENDITURES:</u></b>				
Materials and services	<u>30,174</u>	<u>30,174</u>	<u>-</u>	<u>30,174</u>
<b><u>EXCESS (DEFICIENCY) OF REVENUES OVER (UNDER) EXPENDITURES</u></b>				
	(29,774)	(29,774)	232	30,006
<b><u>FUND BALANCES, BEGINNING</u></b>				
	<u>29,774</u>	<u>29,774</u>	<u>29,419</u>	<u>(355)</u>
<b><u>FUND BALANCES, ENDING</u></b>				
	<u>\$ -</u>	<u>\$ -</u>	<u>\$ 29,651</u>	<u>\$ 29,651</u>

See accompanying independent auditor's report.

MORROW COUNTY, OREGON

Building Permit Fees Fund  
Schedule of Revenues, Expenditures, and Changes in Fund Balances  
Budget (Non-GAAP Budgetary Basis) to Actual  
Year Ended June 30, 2021

	<u>Budgeted Amounts</u>		<u>Actual Amounts</u>	<u>Variance with Final Budget</u>
	<u>Original</u>	<u>Final</u>		
<b><u>REVENUES:</u></b>				
Building permit fees	\$ 100,000	\$ 100,000	\$ 175,843	\$ 75,843
Interest	12,000	12,000	7,855	(4,145)
Total revenues	112,000	112,000	183,698	71,698
<b><u>EXPENDITURES:</u></b>				
Materials & Service	252,000	252,000	1,526	250,474
Capital outlay	28,000	28,000	-	28,000
Total Expenditures	280,000	280,000	1,526	278,474
<b><u>EXCESS (DEFICIENCY) OF REVENUES OVER (UNDER) EXPENDITURES</u></b>				
	(168,000)	(168,000)	182,172	350,172
<b><u>FUND BALANCES, BEGINNING</u></b>				
	877,499	877,499	914,558	37,059
<b><u>FUND BALANCES, ENDING</u></b>				
	\$ 709,499	\$ 709,499	\$ 1,096,730	\$ 387,231

See accompanying independent auditor's report.

**MORROW COUNTY, OREGON**

**Park Fund**

**Schedule of Revenues, Expenditures, and Changes in Fund Balances**

**Budget (Non-GAAP Budgetary Basis) to Actual**

**Year Ended June 30, 2021**

	<u>Budgeted Amounts</u>		<u>Actual Amounts</u>	<u>Variance with Final Budget</u>
	<u>Original</u>	<u>Final</u>		
<b><u>REVENUES:</u></b>				
Grants	\$ 484,500	\$ 484,500	\$ 150,037	\$ (334,463)
Camping fees and other charges for services	162,250	162,250	298,552	136,302
State apportionment	147,000	147,000	167,899	20,899
Interest	2,000	2,000	2,042	42
Other	6,700	6,700	17,570	10,870
Total revenues	<u>802,450</u>	<u>802,450</u>	<u>636,100</u>	<u>(166,350)</u>
<b><u>EXPENDITURES:</u></b>				
Cutsforth park	88,230	90,350	80,776	9,574
Anson Wright park	60,755	66,353	60,895	5,458
OHV park	741,635	741,167	666,334	74,833
Fair park	1,941	1,941	4,242	(2,301)
Contingency	174,881	167,631	-	167,631
Total expenditures	<u>1,067,442</u>	<u>1,067,442</u>	<u>812,247</u>	<u>255,195</u>
<b><u>EXCESS (DEFICIENCY) OF REVENUES OVER (UNDER) EXPENDITURES</u></b>				
	(264,992)	(264,992)	(176,147)	88,845
<b><u>FUND BALANCES, BEGINNING</u></b>				
	<u>264,992</u>	<u>264,992</u>	<u>389,950</u>	<u>124,958</u>
<b><u>FUND BALANCES, ENDING</u></b>				
	<u>\$ -</u>	<u>\$ -</u>	<u>\$ 213,803</u>	<u>\$ 213,803</u>

See accompanying independent auditor's report.

**MORROW COUNTY, OREGON**

**Equity Fund**  
**Schedule of Revenues, Expenditures, and Changes in Fund Balances**  
**Budget (Non-GAAP Budgetary Basis) to Actual**  
**Year Ended June 30, 2021**

	<u>Budgeted Amounts</u>		<u>Actual Amounts</u>	<u>Variance with Final Budget</u>
	<u>Original</u>	<u>Final</u>		
<b><u>REVENUES:</u></b>				
Interest-Loans	\$ 9,000	\$ 9,000	\$ 4,574	\$ (4,426)
Interest	4,000	4,000	2,329	(1,671)
Total revenues	13,000	13,000	6,903	(6,097)
<b><u>EXPENDITURES:</u></b>				
Materials and services	523,000	23,000	5,092	17,908
<b><u>EXCESS (DEFICIENCY) OF REVENUES OVER (UNDER) EXPENDITURES</u></b>				
	(510,000)	(10,000)	1,811	11,811
<b><u>OTHER FINANCING SOURCES:</u></b>				
Transfers in	500,000	-	-	-
<b><u>NET CHANGE IN FUND BALANCES</u></b>				
	(10,000)	(10,000)	1,811	11,811
<b><u>FUND BALANCES, BEGINNING</u></b>				
	10,000	10,000	618,483	608,483
<b><u>FUND BALANCES, ENDING</u></b>				
	\$ -	\$ -	\$ 620,294	\$ 620,294

See accompanying independent auditor's report.

**MORROW COUNTY, OREGON**

**Liquor Control Fund**  
**Schedule of Revenues, Expenditures, and Changes in Fund Balances**  
**Budget (Non-GAAP Budgetary Basis) to Actual**  
**Year Ended June 30, 2021**

	<u>Budgeted Amounts</u>		<u>Actual Amounts</u>	<u>Variance with Final Budget</u>
	<u>Original</u>	<u>Final</u>		
<b><u>REVENUES:</u></b>				
Interest	\$ 15	\$ 15	\$ 7	\$ (8)
Total Revenues	15	15	7	(8)
<b><u>EXPENDITURES:</u></b>				
Materials and services	883	883	-	883
<b><u>EXCESS (DEFICIENCY) OF REVENUES OVER (UNDER) EXPENDITURES</u></b>	(868)	(868)	7	875
<b><u>FUND BALANCES, BEGINNING</u></b>	868	868	867	(1)
<b><u>FUND BALANCES, ENDING</u></b>	\$ -	\$ -	\$ 874	\$ 874

See accompanying independent auditor's report.

**MORROW COUNTY, OREGON**

**Water Planning Fund**  
**Schedule of Revenues, Expenditures, and Changes in Fund Balances**  
**Budget (Non-GAAP Budgetary Basis) to Actual**  
**Year Ended June 30, 2021**

	<u>Budgeted Amounts</u>		<u>Actual Amounts</u>	<u>Variance with Final Budget</u>
	<u>Original</u>	<u>Final</u>		
<b><u>REVENUES:</u></b>				
Grant revenue	\$ -	\$ -	\$ -	\$ -
<b><u>EXPENDITURES:</u></b>				
Materials and services	6,258	6,258	6,000	258
<b><u>EXCESS (DEFICIENCY) OF REVENUES OVER (UNDER) EXPENDITURES</u></b>	(6,258)	(6,258)	(6,000)	258
<b><u>FUND BALANCES, BEGINNING</u></b>	6,258	6,258	6,258	-
<b><u>FUND BALANCES, ENDING</u></b>	\$ -	\$ -	\$ 258	\$ 258

See accompanying independent auditor's report.

**MORROW COUNTY, OREGON**

**Forest Service Fund**  
**Schedule of Revenues, Expenditures, and Changes in Fund Balances**  
**Budget (Non-GAAP Budgetary Basis) to Actual**  
**Year Ended June 30, 2021**

	<u>Budgeted Amounts</u>		<u>Actual Amounts</u>	<u>Variance with Final Budget</u>
	<u>Original</u>	<u>Final</u>		
<b><u>REVENUES:</u></b>				
Intergovernmental revenue	\$ -	\$ -	\$ 4,361	\$ 4,361
Interest	1,200	1,200	613	(587)
Total revenues	1,200	1,200	4,974	3,774
<b><u>EXPENDITURES:</u></b>				
Materials and services	71,237	71,237	-	71,237
<b><u>EXCESS (DEFICIENCY) OF REVENUES OVER (UNDER) EXPENDITURES</u></b>				
	(70,037)	(70,037)	4,974	75,011
<b><u>FUND BALANCES, BEGINNING</u></b>				
	70,037	70,037	76,846	6,809
<b><u>FUND BALANCES, ENDING</u></b>				
	\$ -	\$ -	\$ 81,820	\$ 81,820

See accompanying independent auditor's report.

**MORROW COUNTY, OREGON**

**Court Security Fund**  
**Schedule of Revenues, Expenditures, and Changes in Fund Balances**  
**Budget (Non-GAAP Budgetary Basis) to Actual**  
**Year Ended June 30, 2021**

	<u>Budgeted Amounts</u>		<u>Actual Amounts</u>	<u>Variance with Final Budget</u>
	<u>Original</u>	<u>Final</u>		
<b><u>REVENUES:</u></b>				
Court security	\$ 11,000	\$ 11,000	\$ 11,524	\$ 524
Interest	3,000	3,000	758	(2,242)
Total revenues	<u>14,000</u>	<u>14,000</u>	<u>12,282</u>	<u>(1,718)</u>
<b><u>EXPENDITURES:</u></b>				
Materials and services	58,500	58,500	25,580	32,920
Capital outlay	<u>35,000</u>	<u>35,000</u>	-	<u>35,000</u>
Total expenditures	<u>93,500</u>	<u>93,500</u>	<u>25,580</u>	<u>67,920</u>
<b><u>EXCESS (DEFICIENCY) OF REVENUES OVER (UNDER) EXPENDITURES</u></b>				
	(79,500)	(79,500)	(13,298)	66,202
<b><u>FUND BALANCES, BEGINNING</u></b>				
	<u>113,682</u>	<u>113,682</u>	<u>94,491</u>	<u>(19,191)</u>
<b><u>FUND BALANCES, ENDING</u></b>				
	<u>\$ 34,182</u>	<u>\$ 34,182</u>	<u>\$ 81,193</u>	<u>\$ 47,011</u>

See accompanying independent auditor's report.

**MORROW COUNTY, OREGON**

**Echo Wind Fees**  
**Schedule of Revenues, Expenditures, and Changes in Fund Balances**  
**Budget (Non-GAAP Budgetary Basis) to Actual**  
**Year Ended June 30, 2021**

	<u>Budgeted Amounts</u>		<u>Actual Amounts</u>	<u>Variance with Final Budget</u>
	<u>Original</u>	<u>Final</u>		
<b><u>REVENUES:</u></b>				
Wind fees	\$ 90,100	\$ 90,100	\$ 86,771	\$ (3,329)
Interest	100	100	136	36
Total revenues	<u>90,200</u>	<u>90,200</u>	<u>86,907</u>	<u>(3,293)</u>
<b><u>EXPENDITURES:</u></b>				
Other requirements	<u>62,100</u>	<u>62,100</u>	<u>41,123</u>	<u>20,977</u>
<b><u>EXCESS OF REVENUES OVER EXPENDITURES</u></b>	<u>28,100</u>	<u>28,100</u>	<u>45,784</u>	<u>17,684</u>
<b><u>OTHER FINANCING SOURCES (USES):</u></b>				
Transfers out	<u>(35,210)</u>	<u>(35,210)</u>	<u>(35,210)</u>	<u>-</u>
<b><u>NET CHANGE IN FUND BALANCES</u></b>	<u>(7,110)</u>	<u>(7,110)</u>	<u>10,574</u>	<u>17,684</u>
<b><u>FUND BALANCES, BEGINNING</u></b>	<u>7,110</u>	<u>7,110</u>	<u>7,137</u>	<u>27</u>
<b><u>FUND BALANCES, ENDING</u></b>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ 17,711</u>	<u>\$ 17,711</u>

See accompanying independent auditor's report.

**MORROW COUNTY, OREGON**

**Shepherds Flat Fees**  
**Schedule of Revenues, Expenditures, and Changes in Fund Balances**  
**Budget (Non-GAAP Budgetary Basis) to Actual**  
**Year Ended June 30, 2021**

	<u>Budgeted Amounts</u>		<u>Actual Amounts</u>	<u>Variance with Final Budget</u>
	<u>Original</u>	<u>Final</u>		
<b><u>REVENUES:</u></b>				
Wind fees	\$ 1,790,000	\$ 1,790,000	\$ 1,702,262	\$ (87,738)
Interest	1,000	1,000	2,716	1,716
Total revenues	<u>1,791,000</u>	<u>1,791,000</u>	<u>1,704,978</u>	<u>(86,022)</u>
<b><u>EXPENDITURES:</u></b>				
Materials and services	172,000	172,000	172,000	-
Other requirements	<u>381,382</u>	<u>381,382</u>	<u>401,897</u>	<u>(20,515)</u>
Total expenditures	<u>553,382</u>	<u>553,382</u>	<u>573,897</u>	<u>(20,515)</u>
<b><u>EXCESS OF REVENUES OVER EXPENDITURES</u></b>				
	1,237,618	1,237,618	1,131,081	(106,537)
<b><u>OTHER FINANCING SOURCES (USES):</u></b>				
Transfers out	<u>(1,269,108)</u>	<u>(1,269,108)</u>	<u>(1,238,990)</u>	<u>30,118</u>
<b><u>NET CHANGE IN FUND BALANCES</u></b>				
	(31,490)	(31,490)	(107,909)	(76,419)
<b><u>FUND BALANCES, BEGINNING</u></b>				
	<u>31,490</u>	<u>31,490</u>	<u>119,280</u>	<u>87,790</u>
<b><u>FUND BALANCES, ENDING</u></b>				
	<u>\$ -</u>	<u>\$ -</u>	<u>\$ 11,371</u>	<u>\$ 11,371</u>

See accompanying independent auditor's report.

**MORROW COUNTY, OREGON**

**FTA Grant Fund**  
**Schedule of Revenues, Expenditures, and Changes in Fund Balances**  
**Budget (Non-GAAP Budgetary Basis) to Actual**  
**Year Ended June 30, 2021**

	<u>Budgeted Amounts</u>		<u>Actual Amounts</u>	<u>Variance with Final Budget</u>
	<u>Original</u>	<u>Final</u>		
<b><u>REVENUES:</u></b>				
Grants	\$ 68,172	\$ 224,628	\$ 81,118	\$ (143,510)
Interest	1,000	1,000	380	(620)
Total revenues	<u>69,172</u>	<u>225,628</u>	<u>81,498</u>	<u>(144,130)</u>
<b><u>EXPENDITURES:</u></b>				
Personal services	41,020	42,366	42,452	(86)
Materials and services	42,340	108,340	27,154	81,186
Capital outlay	-	103,956	26,998	76,958
Contingency	33,396	42,376	-	42,376
Total expenditures	<u>116,756</u>	<u>297,038</u>	<u>96,604</u>	<u>200,434</u>
<b><u>EXCESS (DEFICIENCY) OF REVENUES OVER (UNDER) EXPENDITURES</u></b>				
	(47,584)	(71,410)	(15,106)	56,304
<b><u>OTHER FINANCING SOURCES:</u></b>				
Transfers in	6,282	30,108	28,948	(1,160)
<b><u>NET CHANGE IN FUND BALANCES</u></b>	(41,302)	(41,302)	13,842	55,144
<b><u>FUND BALANCES, BEGINNING</u></b>	<u>41,302</u>	<u>41,302</u>	<u>23,208</u>	<u>(18,094)</u>
<b><u>FUND BALANCES, ENDING</u></b>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ 37,050</u>	<u>\$ 37,050</u>

See accompanying independent auditor's report.

**MORROW COUNTY, OREGON**

**Community Corrections Fund**  
**Schedule of Revenues, Expenditures, and Changes in Fund Balances**  
**Budget (Non-GAAP Budgetary Basis) to Actual**  
**Year Ended June 30, 2021**

	<u>Budgeted Amounts</u>		<u>Actual Amounts</u>	<u>Variance with Final Budget</u>
	<u>Original</u>	<u>Final</u>		
<b><u>REVENUES:</u></b>				
State P&P revenue	\$ 578,918	\$ 578,918	\$ 565,456	\$ (13,462)
Charges for services and other	57,500	57,500	35,128	(22,372)
Interest	6,000	6,000	2,763	(3,237)
Total revenues	<u>642,418</u>	<u>642,418</u>	<u>603,347</u>	<u>(39,071)</u>
<b><u>EXPENDITURES:</u></b>				
Personal services	451,021	466,916	444,043	22,873
Materials and services	191,060	191,060	144,525	46,535
Capital outlay	45,000	45,000	42,480	2,520
Contingency	100,000	84,105	-	84,105
Total expenditures	<u>787,081</u>	<u>787,081</u>	<u>631,048</u>	<u>156,033</u>
<b><u>EXCESS (DEFICIENCY) OF REVENUES OVER (UNDER) EXPENDITURES</u></b>				
	(144,663)	(144,663)	(27,701)	116,962
<b><u>FUND BALANCES, BEGINNING</u></b>				
	<u>415,190</u>	<u>415,190</u>	<u>414,248</u>	<u>(942)</u>
<b><u>FUND BALANCES, ENDING</u></b>				
	<u>\$ 270,527</u>	<u>\$ 270,527</u>	<u>\$ 386,547</u>	<u>\$ 116,020</u>

See accompanying independent auditor's report.

**MORROW COUNTY, OREGON**

**PGE - Carty**

**Schedule of Revenues, Expenditures, and Changes in Fund Balances**  
**Budget (Non-GAAP Budgetary Basis) to Actual**  
**Year Ended June 30, 2021**

	<u>Budgeted Amounts</u>		<u>Actual Amounts</u>	<u>Variance with Final Budget</u>
	<u>Original</u>	<u>Final</u>		
<b><u>REVENUES:</u></b>				
PGE - Carty Comm Serv	\$ 2,306,877	\$ 2,419,503	\$ 2,419,503	\$ -
Interest	2,000	2,000	3,694	1,694
Total revenues	<u>2,308,877</u>	<u>2,421,503</u>	<u>2,423,197</u>	<u>1,694</u>
<b><u>EXPENDITURES:</u></b>				
Other requirements	<u>550,000</u>	<u>662,626</u>	<u>612,626</u>	<u>50,000</u>
Total expenditures	<u>550,000</u>	<u>662,626</u>	<u>612,626</u>	<u>50,000</u>
<b><u>EXCESS OF REVENUES OVER EXPENDITURES</u></b>	1,758,877	1,758,877	1,810,571	51,694
<b><u>OTHER FINANCING SOURCES (USES):</u></b>				
Transfers out	<u>(1,824,677)</u>	<u>(1,824,677)</u>	<u>(1,824,677)</u>	<u>-</u>
<b><u>NET CHANGE IN FUND BALANCES</u></b>	(65,800)	(65,800)	(14,106)	51,694
<b><u>FUND BALANCES, BEGINNING</u></b>	<u>65,800</u>	<u>65,800</u>	<u>66,047</u>	<u>247</u>
<b><u>FUND BALANCES, ENDING</u></b>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ 51,941</u>	<u>\$ 51,941</u>

See accompanying independent auditor's report.

**MORROW COUNTY, OREGON**

**Sheriff Reserve Fund**  
**Schedule of Revenues, Expenditures, and Changes in Fund Balances**  
**Budget (Non-GAAP Budgetary Basis) to Actual**  
**Year Ended June 30, 2021**

	<u>Budgeted Amounts</u>		<u>Actual Amounts</u>	<u>Variance with Final Budget</u>
	<u>Original</u>	<u>Final</u>		
<b><u>REVENUES:</u></b>				
Donations	\$ 7,000	\$ 7,000	\$ 200	\$ (6,800)
Reserve fees	6,000	6,000	5,321	(679)
Interest	-	-	129	129
Total revenues	<u>13,000</u>	<u>13,000</u>	<u>5,650</u>	<u>(7,350)</u>
<b><u>EXPENDITURES:</u></b>				
Materials and services	10,200	15,200	5,496	9,704
Contingency	17,400	12,400	-	12,400
Total expenditures	<u>27,600</u>	<u>27,600</u>	<u>5,496</u>	<u>22,104</u>
<b><u>EXCESS (DEFICIENCY) OF REVENUES OVER (UNDER) EXPENDITURES</u></b>				
	(14,600)	(14,600)	154	14,754
<b><u>FUND BALANCES, BEGINNING</u></b>				
	<u>14,600</u>	<u>14,600</u>	<u>14,834</u>	<u>234</u>
<b><u>FUND BALANCES, ENDING</u></b>				
	<u>\$ -</u>	<u>\$ -</u>	<u>\$ 14,988</u>	<u>\$ 14,988</u>

See accompanying independent auditor's report.

**MORROW COUNTY, OREGON**

**Resiliency Fund**  
**Schedule of Revenues, Expenditures, and Changes in Fund Balances**  
**Budget (Non-GAAP Budgetary Basis) to Actual**  
**Year Ended June 30, 2021**

	<u>Budgeted Amounts</u>		<u>Actual Amounts</u>	<u>Variance with Final Budget</u>
	<u>Original</u>	<u>Final</u>		
<b><u>REVENUES:</u></b>				
Grants	\$ -	\$ 1,015,840	\$ 933,813	\$ (82,027)
<b><u>EXPENDITURES:</u></b>				
Materials and services	-	1,515,840	1,341,805	174,035
<b><u>EXCESS (DEFICIENCY) OF REVENUES OVER (UNDER) EXPENDITURES</u></b>	-	(500,000)	(407,992)	92,008
<b><u>OTHER FINANCING SOURCES (USES):</u></b>				
Transfers in	-	500,000	500,000	-
<b><u>NET CHANGE IN BALANCES</u></b>	-	-	92,008	92,008
<b><u>FUND BALANCES, BEGINNING</u></b>	-	-	-	-
<b><u>FUND BALANCES, ENDING</u></b>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ 92,008</u>	<u>\$ 92,008</u>

See accompanying independent auditor's report.

**MORROW COUNTY, OREGON**

**Non-Major Capital Projects Funds**

**June 30, 2021**

These funds account for the purchase and construction of the capital assets of the County. The majority of the funds used to purchase capital assets are transfers from other funds. Funds included are:

- **Road Equipment Reserve Fund** - accounts for the acquisition of road equipment.
- **Computer Equipment Reserve Fund** - accounts for the acquisition of the County's computer assets.
- **Programming Reserve Fund** - accounts for the acquisition of the County's various software assets.
- **Weed Equipment Reserve Fund** - accounts for the acquisition of the County's weed fund equipment.
- **STF Vehicle Reserve Fund** - accounts for the acquisition of the special transportation bus.
- **Fair Roof Reserve Fund** - accounts for the improvements made to buildings located at the fairgrounds.
- **Bleacher Reserve Fund** - accounts for the acquisition of bleachers at the County's fairgrounds.
- **Fair Improvement Reserve** - accounts for the acquisition and payment of new dorms and showers at the County's fairgrounds.
- **Building Reserve Fund** - accounts for the construction and acquisition of the County's buildings.

**MORROW COUNTY, OREGON**

**Nonmajor Capital Project Funds**

**Combining Balance Sheet**

**June 30, 2021**

	Road Equipment Reserve	Computer Equipment Reserve	Program- ming Reserve	Weed Equipment Reserve	STF Vehicle Reserve	Fair Roof Reserve	Bleacher Reserve	Fair Improve. Reserve	Building Reserve	Totals
Cash	\$ 341,073	\$ 66,704	\$ 31,116	\$ 20,789	\$ 115,609	\$ 24,901	\$ 25,823	\$ 21,200	\$ 1,099,394	\$ 1,746,609
Receivables	-	-	-	-	2,025	-	-	-	-	2,025
Total assets	\$ 341,073	\$ 66,704	\$ 31,116	\$ 20,789	\$ 117,634	\$ 24,901	\$ 25,823	\$ 21,200	\$ 1,099,394	\$ 1,748,634

**LIABILITIES AND FUND  
BALANCES**

**LIABILITIES:**

Accounts payable

\$ 3,866	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 3,866
----------	------	------	------	------	------	------	------	------	------	----------

**FUND BALANCES:**

Committed

Total liabilities and fund  
balances

337,207	66,704	31,116	20,789	117,634	24,901	25,823	21,200	1,099,394	1,744,768
\$ 341,073	\$ 66,704	\$ 31,116	\$ 20,789	\$ 117,634	\$ 24,901	\$ 25,823	\$ 21,200	\$ 1,099,394	\$ 1,748,634

See accompanying independent auditor's report.

**MORROW COUNTY, OREGON**

**Nonmajor Capital Project Funds**

**Combining Statement of Revenues, Expenditures, and Changes in Fund Balances**  
**Year Ended June 30, 2021**

	Road Equip. Reserve	Computer Equipment Reserve	Program- ming Reserve	Weed Equip. Reserve	STF Vehicle Reserve	Fair Roof Reserve	Bleacher Reserve	Fair Improve. Reserve	Building Reserve	Totals
REVENUES:										
Miscellaneous	\$ 92,769	\$ -	\$ -	\$ -	\$ 7,600	\$ -	\$ -	\$ -	\$ -	\$ 100,369
Interest	6,514	430	105	140	656	186	202	143	6,793	15,169
Total revenues	99,283	430	105	140	8,256	186	202	143	6,793	115,538
EXPENDITURES										
General government	-	-	-	-	-	-	-	-	-	-
Highways and streets	-	-	-	-	-	-	-	-	-	-
Cultural and recreation	-	-	-	-	-	-	-	-	-	-
Capital outlay	1,533,610	-	-	-	-	-	-	-	-	1,533,610
Debt service	148,130	-	-	-	-	-	-	-	-	148,130
Total expenditures	1,681,740	-	-	-	-	-	-	-	-	1,681,740
EXCESS (DEFICIENCY) OF REVENUES OVER (UNDER) EXPENDITURES	(1,582,457)	430	105	140	8,256	186	202	143	6,793	(1,566,202)
OTHER FINANCING SOURCES:										
Capital lease proceeds	-	-	-	-	-	-	-	-	-	-
Transfers in	905,000	20,000	30,000	5,000	15,804	2,000	-	5,000	300,000	1,282,804
Total other financing sources	905,000	20,000	30,000	5,000	15,804	2,000	-	5,000	300,000	1,282,804
NET CHANGE IN FUND BALANCES	(677,457)	20,430	30,105	5,140	24,060	2,186	202	5,143	306,793	(283,398)
FUND BALANCES, BEGIN	1,014,664	46,274	1,011	15,649	93,574	22,715	25,621	16,057	792,601	2,028,166
FUND BALANCES, ENDING	\$ 337,207	\$ 66,704	\$ 31,116	\$ 20,789	\$ 117,634	\$ 24,901	\$ 25,823	\$ 21,200	\$ 1,099,394	\$ 1,744,768

See accompanying independent auditor's report.

**MORROW COUNTY, OREGON**

**Road Equipment Reserve Fund**  
**Schedule of Revenues, Expenditures, and Changes in Fund Balances**  
**Budget (Non-GAAP Budgetary Basis) to Actual**  
**Year Ended June 30, 2021**

	<u>Budgeted Amounts</u>		<u>Actual Amounts</u>	<u>Variance with Final Budget</u>
	<u>Original</u>	<u>Final</u>		
<b><u>REVENUES:</u></b>				
Sale of assets	\$ 25,000	\$ 25,000	\$ 92,769	67,769
Interest	6,000	6,000	6,514	514
Total revenues	31,000	31,000	99,283	68,283
<b><u>EXPENDITURES:</u></b>				
Capital outlay	1,332,841	1,970,664	1,681,740	288,924
<b><u>EXCESS (DEFICIENCY) OF REVENUES OVER (UNDER) EXPENDITURES</u></b>				
	(1,301,841)	(1,939,664)	(1,582,457)	357,207
<b><u>OTHER FINANCING SOURCES:</u></b>				
Transfers in	925,000	925,000	905,000	(20,000)
<b><u>NET CHANGE IN FUND BALANCES</u></b>	(376,841)	(1,014,664)	(677,457)	337,207
<b><u>FUND BALANCES, BEGINNING</u></b>	376,841	1,014,664	1,014,664	-
<b><u>FUND BALANCES, ENDING</u></b>	\$ -	\$ -	\$ 337,207	\$ 337,207

See accompanying independent auditor's report.

MORROW COUNTY, OREGON

Computer Equipment Reserve Fund  
Schedule of Revenues, Expenditures, and Changes in Fund Balances  
Budget (Non-GAAP Budgetary Basis) to Actual  
Year Ended June 30, 2021

	<u>Budgeted Amounts</u>		<u>Actual Amounts</u>	<u>Variance with Final Budget</u>
	<u>Original</u>	<u>Final</u>		
<b><u>REVENUES:</u></b>				
Interest	<u>\$ 800</u>	<u>\$ 800</u>	<u>\$ 430</u>	<u>\$ (370)</u>
<b><u>EXPENDITURES:</u></b>				
Capital outlay	<u>67,071</u>	<u>67,071</u>	<u>-</u>	<u>67,071</u>
<b><u>EXCESS (DEFICIENCY) OF REVENUES OVER (UNDER) EXPENDITURES</u></b>	<u>(66,271)</u>	<u>(66,271)</u>	<u>430</u>	<u>66,701</u>
<b><u>OTHER FINANCING SOURCES:</u></b>				
Transfers in	<u>20,000</u>	<u>20,000</u>	<u>20,000</u>	<u>-</u>
<b><u>NET CHANGE IN FUND BALANCES</u></b>	<u>(46,271)</u>	<u>(46,271)</u>	<u>20,430</u>	<u>66,701</u>
<b><u>FUND BALANCES, BEGINNING</u></b>	<u>46,271</u>	<u>46,271</u>	<u>46,274</u>	<u>3</u>
<b><u>FUND BALANCES, ENDING</u></b>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ 66,704</u>	<u>\$ 66,704</u>

See accompanying independent auditor's report.

**MORROW COUNTY, OREGON**

**Programming Reserve Fund**  
**Schedule of Revenues, Expenditures, and Changes in Fund Balances**  
**Budget (Non-GAAP Budgetary Basis) to Actual**  
**Year Ended June 30, 2021**

	<u>Budgeted Amounts</u>		<u>Actual</u>	<u>Variance with</u>
	<u>Original</u>	<u>Final</u>	<u>Amounts</u>	<u>Final Budget</u>
<b><u>REVENUES:</u></b>				
Interest	\$ 1,400	\$ 1,400	\$ 105	\$ (1,295)
<b><u>EXPENDITURES:</u></b>				
Capital outlay	92,773	92,773	-	92,773
<b><u>EXCESS (DEFICIENCY) OF REVENUES</u></b>				
<b><u>OVER (UNDER) EXPENDITURES</u></b>	(91,373)	(91,373)	105	91,478
<b><u>OTHER FINANCING SOURCES:</u></b>				
Transfers in	30,000	30,000	30,000	-
<b><u>NET CHANGE IN FUND BALANCES</u></b>	(61,373)	(61,373)	30,105	91,478
<b><u>FUND BALANCES, BEGINNING</u></b>	61,373	61,373	1,011	(60,362)
<b><u>FUND BALANCES, ENDING</u></b>	\$ -	\$ -	\$ 31,116	\$ 31,116

See accompanying independent auditor's report.

**MORROW COUNTY, OREGON**

**Weed Equipment Reserve**  
**Schedule of Revenues, Expenditures, and Changes in Fund Balances**  
**Budget (Non-GAAP Budgetary Basis) to Actual**  
**Year Ended June 30, 2021**

	<u>Budgeted Amounts</u>		<u>Actual Amounts</u>	<u>Variance with Final Budget</u>
	<u>Original</u>	<u>Final</u>		
<b><u>REVENUES:</u></b>				
Interest	\$ 50	\$ 50	\$ 140	\$ 90
<b><u>EXPENDITURES:</u></b>				
Capital outlay	20,640	20,640	-	20,640
<b><u>EXCESS (DEFICIENCY) OF REVENUES OVER (UNDER) EXPENDITURES</u></b>	(20,590)	(20,590)	140	20,730
<b><u>OTHER FINANCING SOURCES:</u></b>				
Transfers in	5,000	5,000	5,000	-
<b><u>NET CHANGE IN FUND BALANCES</u></b>	(15,590)	(15,590)	5,140	20,730
<b><u>FUND BALANCES, BEGINNING</u></b>	15,590	15,590	15,649	59
<b><u>FUND BALANCES, ENDING</u></b>	\$ -	\$ -	\$ 20,789	\$ 20,789

See accompanying independent auditor's report.

**MORROW COUNTY, OREGON**

**STF Vehicle Reserve Fund**  
**Schedule of Revenues, Expenditures, and Changes in Fund Balances**  
**Budget (Non-GAAP Budgetary Basis) to Actual**  
**Year Ended June 30, 2021**

	<u>Budgeted Amounts</u>		<u>Actual Amounts</u>	<u>Variance with Final Budget</u>
	<u>Original</u>	<u>Final</u>		
<b><u>REVENUES:</u></b>				
Sale of equipment	\$ -	\$ -	\$ 7,600	\$ 7,600
Interest	2,000	2,000	656	(1,344)
Total revenues	2,000	2,000	8,256	6,256
<b><u>EXPENDITURES:</u></b>				
Capital outlay	146,250	162,054	-	162,054
<b><u>EXCESS (DEFICIENCY) OF REVENUES OVER (UNDER) EXPENDITURES</u></b>				
	(144,250)	(160,054)	8,256	168,310
<b><u>OTHER FINANCING SOURCES:</u></b>				
Transfers in	-	15,804	15,804	-
<b><u>NET CHANGE IN FUND BALANCES</u></b>				
	(144,250)	(144,250)	24,060	168,310
<b><u>FUND BALANCES, BEGINNING</u></b>				
	144,250	144,250	93,574	(50,676)
<b><u>FUND BALANCES, ENDING</u></b>				
	\$ -	\$ -	\$ 117,634	\$ 117,634

See accompanying independent auditor's report.

**MORROW COUNTY, OREGON**

**Fair Roof Reserve Fund**

**Schedule of Revenues, Expenditures, and Changes in Fund Balances**

**Budget (Non-GAAP Budgetary Basis) to Actual**

**Year Ended June 30, 2021**

	<u>Budgeted Amounts</u>		<u>Actual Amounts</u>	<u>Variance with Final Budget</u>
	<u>Original</u>	<u>Final</u>		
<b><u>REVENUES:</u></b>				
Interest	<u>\$ 200</u>	<u>\$ 200</u>	<u>\$ 186</u>	<u>\$ (14)</u>
<b><u>EXPENDITURES:</u></b>				
Capital outlay	<u>22,335</u>	<u>22,335</u>	<u>-</u>	<u>22,335</u>
<b><u>EXCESS (DEFICIENCY) OF REVENUES OVER (UNDER) EXPENDITURES</u></b>	<u>(22,135)</u>	<u>(22,135)</u>	<u>186</u>	<u>22,321</u>
<b><u>OTHER FINANCING SOURCES:</u></b>				
Transfers in	<u>2,000</u>	<u>2,000</u>	<u>2,000</u>	<u>-</u>
<b><u>NET CHANGE IN FUND BALANCES</u></b>	<u>(20,135)</u>	<u>(20,135)</u>	<u>2,186</u>	<u>22,321</u>
<b><u>FUND BALANCES, BEGINNING</u></b>	<u>20,135</u>	<u>20,135</u>	<u>22,715</u>	<u>2,580</u>
<b><u>FUND BALANCES, ENDING</u></b>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ 24,901</u>	<u>\$ 24,901</u>

See accompanying independent auditor's report.

**MORROW COUNTY, OREGON**

**Bleacher Reserve Fund**

**Schedule of Revenues, Expenditures, and Changes in Fund Balances**

**Budget (Non-GAAP Budgetary Basis) to Actual**

**Year Ended June 30, 2021**

	<u>Budgeted Amounts</u>		<u>Actual Amounts</u>	<u>Variance with Final Budget</u>
	<u>Original</u>	<u>Final</u>		
<b><u>REVENUES:</u></b>				
Interest	<u>\$ 200</u>	<u>\$ 200</u>	<u>\$ 202</u>	<u>\$ 2</u>
<b><u>EXPENDITURES:</u></b>				
Capital outlay	<u>25,724</u>	<u>25,724</u>	<u>-</u>	<u>25,724</u>
<b><u>EXCESS (DEFICIENCY) OF REVENUES OVER (UNDER) EXPENDITURES</u></b>	<u>(25,524)</u>	<u>(25,524)</u>	<u>202</u>	<u>25,726</u>
<b><u>FUND BALANCES, BEGINNING</u></b>	<u>25,524</u>	<u>25,524</u>	<u>25,621</u>	<u>97</u>
<b><u>FUND BALANCES, ENDING</u></b>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ 25,823</u>	<u>\$ 25,823</u>

See accompanying independent auditor's report.

**MORROW COUNTY, OREGON**  
**Fair Improvement Reserve Fund**  
**Schedule of Revenues, Expenditures, and Changes in Fund Balances**  
**Budget (Non-GAAP Budgetary Basis) to Actual**  
**Year Ended June 30, 2021**

	<u>Budgeted Amounts</u>		<u>Actual Amounts</u>	<u>Variance with Final Budget</u>
	<u>Original</u>	<u>Final</u>		
<b><u>REVENUES:</u></b>				
Interest	\$ 100	\$ 100	\$ 143	\$ 43
<b><u>EXPENDITURES:</u></b>				
Capital outlay	21,097	21,097	-	21,097
<b><u>EXCESS (DEFICIENCY) OF REVENUES OVER (UNDER) EXPENDITURES</u></b>				
	(20,997)	(20,997)	143	21,140
<b><u>OTHER FINANCING SOURCES:</u></b>				
Transfers in	5,000	5,000	5,000	-
<b><u>NET CHANGE IN FUND BALANCES</u></b>				
	(15,997)	(15,997)	5,143	21,140
<b><u>FUND BALANCES, BEGINNING</u></b>				
	15,997	15,997	16,057	60
<b><u>FUND BALANCES, ENDING</u></b>				
	\$ -	\$ -	\$ 21,200	\$ 21,200

See accompanying independent auditor's report.

**MORROW COUNTY, OREGON**

**Building Reserve Fund**  
**Schedule of Revenues, Expenditures, and Changes in Fund Balances**  
**Budget (Non-GAAP Budgetary Basis) to Actual**  
**Year Ended June 30, 2021**

	<u>Budgeted Amounts</u>		<u>Actual Amounts</u>	<u>Variance with Final Budget</u>
	<u>Original</u>	<u>Final</u>		
<b><u>REVENUES:</u></b>				
Interest	\$ 1,000	\$ 1,000	\$ 6,793	\$ 5,793
<b><u>EXPENDITURES</u></b>				
Capital outlay	500,000	500,000		500,000
Contingency	300,000	300,000	-	300,000
Total expenditures	800,000	800,000	-	800,000
<b><u>EXCESS (DEFICIENCY) OF REVENUES OVER (UNDER) EXPENDITURES</u></b>	(799,000)	(799,000)	6,793	(794,207)
<b><u>OTHER FINANCING SOURCES:</u></b>				
Transfers in	330,119	330,119	300,000	(30,119)
<b><u>NET CHANGE IN FUND BALANCES</u></b>	(468,881)	(468,881)	306,793	(824,326)
<b><u>FUND BALANCES, BEGINNING</u></b>	739,699	739,699	792,601	52,902
<b><u>FUND BALANCES, ENDING</u></b>	\$ 270,818	\$ 270,818	\$ 1,099,394	\$ (771,424)

See accompanying independent auditor's report.

**MORROW COUNTY, OREGON**

**Other Schedules**

**June 30, 2021**

**Agency Funds:**

- Combining Statement of Assets and Liabilities
- Combining Statement of Receipts, Expenditures, and Changes in Cash (Arising from Cash Transactions)

**Schedule of Accountabilities:**

- County Treasurer
- Other Elected Officials

**Schedule of Cash and Investments**

**Property taxes:**

- Schedule of Property Tax Transactions and Outstanding Balances
- Schedule of Property Taxes Receivable -- By Fund

DRAFT

**MORROW COUNTY, OREGON**

**Agency Funds**  
**Combining Statement of Assets and Liabilities**  
**(Arising from Cash Transactions)**  
**June 30, 2021**

	ASSETS			LIABILITIES AND FUND EQUITY		
	Cash and Investments	Taxes Receivable	Total	Payable to Other Agencies	Fund Balance	Total
<b>AGENCY FUNDS:</b>						
Property taxes	\$ -	\$ 901,715	\$ 901,715	\$ 901,715	\$ -	\$ 901,715
Assessments and taxation	23,290	-	23,290	23,290	-	23,290
Treasurer's account	1,160	-	1,160	1,160	-	1,160
Morrow Co. medical fund	9,745	-	9,745	9,745	-	9,745
Other districts, general	14,054	-	14,054	14,054	-	14,054
Other districts, debt service	24,349	-	24,349	24,349	-	24,349
Fire districts, general	1,012,458	-	1,012,458	1,012,458	-	1,012,458
Cemetery districts	819	-	819	819	-	819
Park districts	6,728	-	6,728	6,728	-	6,728
Water control districts	48	-	48	48	-	48
School districts, general	56,227	-	56,227	56,227	-	56,227
School districts, debt service	192,198	-	192,198	192,198	-	192,198
Morrow County Unified Recreation	579,396	-	579,396	579,396	-	579,396
North Morrow vector control	2,283	-	2,283	2,283	-	2,283
Ione-Lex Perpetual	-	-	-	-	-	-
Finley buttes landfill	1,272,354	-	1,272,354	1,272,354	-	1,272,354
Tax appeals	381,253	-	381,253	381,253	-	381,253
Library district	112,633	-	112,633	112,633	-	112,633
Other	61,814	-	61,814	61,814	-	61,814
Mobile home ombudsman	26	-	26	26	-	26
<b>Total</b>	<b>\$ 3,750,835</b>	<b>\$ 901,715</b>	<b>\$ 4,652,550</b>	<b>\$ 4,652,550</b>	<b>\$ -</b>	<b>\$ 4,652,550</b>

See accompanying independent auditor's report.

**MORROW COUNTY, OREGON**

**Agency Funds**  
**Combining Statement of Receipts, Expenditures, and Changes in Cash**  
**(Arising from Cash Transactions)**  
**Year Ended June 30, 2021**

	Cash and Investments June 30, 2020	Additions	Deductions	Cash and Investments June 30, 2021
<b><u>AGENCY FUNDS:</u></b>				
Property taxes	\$ -	\$ 43,496,427	\$ 43,496,427	\$ -
Assessments and taxation	25,242	1,703,875	1,705,827	\$ 23,290
Treasurer's account	1,151	5,760	5,751	\$ 1,160
Morrow Co. Health District	15,771	2,533,232	2,539,258	\$ 9,745
Other districts, general	22,757	3,303,254	3,311,957	\$ 14,054
Other districts, debt service	24,952	641,423	642,026	\$ 24,349
Fire districts, general	880,095	2,510,801	2,378,438	\$ 1,012,458
Cemetery districts	130,917	231,512	361,610	\$ 819
Library districts	93,495	667,499	648,361	\$ 112,633
Park districts	10,890	1,652,293	1,656,455	\$ 6,728
Water control districts	77	11,353	11,382	\$ 48
School districts, general	91,410	13,545,978	13,581,161	\$ 56,227
School districts, debt service	38,697	3,046,241	2,892,740	\$ 192,198
Morrow County Unified Recreation	493,142	1,332,093	1,245,839	\$ 579,396
North Morrow vector control	3,747	588,193	589,657	\$ 2,283
Ione-Lex Perpetual	26,159	-	26,159	\$ -
Finley buttes landfill	1,262,382	10,750	778	\$ 1,272,354
Tax appeals	-	1,284,750	903,497	\$ 381,253
Other	40,919	1,782,959	1,762,064	\$ 61,814
Mobile home ombudsman	43	5,913	5,930	\$ 26
Total	<u>\$ 3,161,846</u>	<u>\$ 78,354,306</u>	<u>\$ 77,765,317</u>	<u>\$ 3,750,835</u>

See accompanying independent auditor's report.

**MORROW COUNTY, OREGON**

**Schedule of Accountability -- County Treasurer**

**Cash Transactions**

**Year Ended June 30, 2021**

<b><u>COUNTY FUNDS:</u></b>	Cash Balance June 30, 2020	Receipts	Disbursements	Cash Balance June 30, 2021
General	\$ 7,025,233	\$ 27,404,788	\$ 23,805,519	\$ 10,624,502
Heritage	17,866	141	765	17,242
Road Fund Equipment	1,014,664	1,734,283	2,407,874	341,073
General Road	2,443,791	12,918,429	10,607,788	4,754,432
Finley Buttes Road	940,550	483,013	-	1,423,563
Juvenile Services Commission	66,158	-	-	66,158
Airport	31,192	350,269	235,045	146,416
Law Library	30,801	4,734	3,845	31,690
911 Emergency Telephone	255,195	436,998	313,489	378,704
Surveyor Preservation	242,273	21,953	4,940	259,286
Finley Buttes license fee	930,745	2,342,791	2,290,395	983,141
County School	217	238,248	238,341	124
Ione School	21	20,051	20,059	13
Fair	265,345	170,501	133,012	302,834
Computer Equipment Reserve	46,274	20,471	41	66,704
Special Transportation	393,925	468,741	278,492	584,174
Programing Reserve	1,011	30,124	19	31,116
Alcohol Enforcement	23,892	197	2,086	22,003
Video Lottery	37,599	121,445	117,914	41,130
Victim/Witness Assistance	25,878	95,108	98,346	22,640
Willow Creek Wind	47,710	213,771	215,527	45,954
CAMI Grant	21,149	44,539	18,392	47,296
Weed Equipment Reserve	15,649	5,153	13	20,789
STF Vehicle Reserve	93,574	22,096	61	115,609
Roof Reserve	22,715	2,201	15	24,901
Heppner Admin Building	37,755	7,301,909	3,342,569	3,997,095
Safety committee	17,266	37,518	42,726	12,058
Bleacher Reserve	25,621	218	16	25,823
Rodeo	-	10,000	-	10,000
Justice Court	61,093	563,587	557,072	67,608
Clerks Records	22,119	2,431	2,772	21,778
DUII Impact	30,048	251	648	29,651
Fair Improvement Reserve	16,057	5,156	13	21,200
Building Permit Fees	914,558	184,340	2,168	1,096,730
Park	117,418	922,801	806,981	233,238
Equity	252,036	67,217	13,922	305,331
Building Reserve	792,601	307,312	519	1,099,394
Liquor Control	867	7	-	874
Water Planning	6,258	-	6,000	258
Forest Service	76,846	5,021	47	81,820
Court Security	113,231	18,417	40,371	91,277
Echo Wind Fees	7,137	86,918	76,344	17,711
Shepherds Flat Fees	119,280	2,691,995	2,627,904	183,371
FTA Grant	(24,483)	294,324	96,754	173,087
Community Corrections	354,409	603,439	637,669	320,179
PGE - Carty	66,047	2,423,787	2,437,893	51,941
Sheriff Reserve	14,834	5,663	5,509	14,988
Resiliency	-	1,445,345	1,353,337	92,008
Total County Funds	17,014,425	64,127,701	52,843,212	28,298,914
<b><u>AGENCY FUNDS</u></b>	3,161,846	78,354,306	77,765,317	3,750,835
County Treasurer Totals	\$ 20,176,271	\$ 142,482,007	\$ 130,608,529	\$ 32,049,749

See accompanying independent auditor's report.

**MORROW COUNTY, OREGON**

**Schedule of Cash and Investments**  
**June 30, 2021**

County Treasurer	\$ 32,049,749
Cash on hand, various funds	<u>2,016</u>
Total cash and investments	<u>\$ 32,051,765</u>

DRAFT

See accompanying independent auditor's report.

MORROW COUNTY, OREGON

Schedule of Property Tax Transactions and Outstanding Balances  
Year Ended June 30, 2021

Fiscal Year	Property Taxes Receivable July 1, 2020	Current Levy as Extended by Assessor	Discounts Allowed	Corrections and Adjustments	Cash Collections	Property Taxes Receivable June 30, 2021
2020-21	\$ -	\$ 41,582,571	\$ (1,168,471)	\$ (70,058)	\$ (39,885,834)	\$ 458,208
2019-20	507,273	-	-	(53,421)	(163,887)	289,965
2018-19	293,419	-	-	(6,715)	(70,409)	216,295
2017-18	343,211	-	-	(6,239)	(117,793)	219,179
2016-17	130,486	-	-	(5,074)	(108,880)	16,532
2015-16	14,253	-	-	(875)	(3,502)	9,876
2014-15	6,640	-	-	(860)	(2,983)	2,797
Prior years	4,612	-	-	(88)	(2,593)	1,931
	<u>\$ 1,299,894</u>	<u>\$ 41,582,571</u>	<u>\$ (1,168,471)</u>	<u>\$ (143,330)</u>	<u>\$ (40,355,881)</u>	<u>\$ 1,214,783</u>
<u>County Summary:</u>						
County Operations	\$ 365,545	\$ 10,983,044	\$ (308,624)	\$ (38,109)	\$ (10,688,788)	\$ 313,068
Agency Funds	934,349	30,599,527	(859,847)	(105,221)	(29,667,093)	901,715
	<u>\$ 1,299,894</u>	<u>\$ 41,582,571</u>	<u>\$ (1,168,471)</u>	<u>\$ (143,330)</u>	<u>\$ (40,355,881)</u>	<u>\$ 1,214,783</u>

See accompanying independent auditor's report.

MORROW COUNTY, OREGON

Schedule of Property Taxes Receivable -- By Fund  
June 30, 2021

General fund	\$ 308,645
County school fund	1,159
Ione school fund	113
Fair fund	<u>3,151</u>
Sub-total	313,068
Agency funds	<u>901,715</u>
Total	<u>\$ 1,214,783</u>

DRAFT

See accompanying independent auditor's report.

**AUDIT REPORTS, COMMENTS AND DISCLOSURES**  
**REQUIRED BY GOVERNMENT AUDITING STANDARDS**  
**AND STATE REGULATIONS**

DRAFT

**INDEPENDENT AUDITOR'S REPORT ON INTERNAL CONTROL OVER FINANCIAL  
REPORTING AND ON COMPLIANCE AND OTHER MATTERS BASED ON AN AUDIT OF  
FINANCIAL STATEMENTS PERFORMED IN ACCORDANCE WITH GOVERNMENT AUDITING  
STANDARDS**

County Commissioners  
Morrow County, Oregon

We have audited, in accordance with the auditing standards generally accepted in the United States of America and the standards applicable to financial audits contained in *Government Auditing Standards* issued by the Comptroller General of the United States, the financial statements of the governmental activities, each major fund, and the aggregate remaining fund information of Morrow County, Oregon, as of and for the year ended June 30, 2021, and the related notes to the financial statements, which collectively comprise Morrow County, Oregon's basic financial statements and have issued our report thereon dated June 3, 2022.

**Internal Control Over Financial Reporting**

In planning and performing our audit of the financial statements, we considered Morrow County, Oregon's internal control over financial reporting (internal control) to determine the audit procedures that are appropriate in the circumstances for the purpose of expressing our opinions on the financial statements, but not for the purpose of expressing an opinion on the effectiveness of Morrow County, Oregon's internal control. Accordingly, we do not express an opinion on the effectiveness of Morrow County, Oregon's internal control.

A deficiency in internal control exists when the design or operation of a control does not allow management or employees, in the normal course of performing their assigned functions, to prevent, or detect and correct, misstatements on a timely basis. A material weakness is a deficiency, or a combination of deficiencies, in internal control such that there is a reasonable possibility that a material misstatement of the entity's financial statements will not be prevented, or detected and corrected on a timely basis. A significant deficiency is a deficiency, or a combination of deficiencies, in internal control that is less severe than a material weakness, yet important enough to merit attention by those charged with governance.

Our consideration of internal control was for the limited purpose described in the preceding paragraph and was not designed to identify all deficiencies in internal control that might be material weaknesses or significant deficiencies and therefore, material weaknesses or significant deficiencies may exist that have not been identified. Given these limitations, during our audit we did not identify any deficiencies in internal control that we consider to be material weaknesses. However, material weaknesses may exist that have not been identified.

County Commissioners  
Morrow County  
Page two

**Compliance and Other Matters**

As part of obtaining reasonable assurance about whether Morrow County, Oregon’s financial statements are free of material misstatement, we performed tests of its compliance with certain provisions of laws, regulations, contracts, and grant agreements, noncompliance with which could have a direct and material effect on the determination of financial statement amounts. However, providing an opinion on compliance with those provisions was not an objective of our audit, and accordingly, we do not express such an opinion. The results of our tests disclosed no instances of noncompliance or other matters that are required to be reported under *Government Auditing Standards*.

**Purpose of this Report**

The purpose of this report is solely to describe the scope of our testing of internal control and compliance and results of that testing, and not to provide an opinion on the effectiveness of the County's internal control or on compliance. This report is an integral part of an audit performed in accordance with *Governmental Auditing Standards* in considering the County's internal control and compliance. Accordingly, this communication is not suitable for any other purposes.

Barnett & Moro, P.C.

By \_\_\_\_\_  
Cameron W. Anderson, Shareholder  
Hermiston, Oregon  
June 3, 2022

**AUDIT COMMENTS AND DISCLOSURES**  
**REQUIRED BY STATE REGULATIONS**

Oregon Administrative Rules 162-10-000 through 162-10-330 of the Minimum Standards for Audits of Oregon Municipal Corporations, prescribed by the Secretary of State in cooperation with the Oregon State Board of Accountancy, enumerate the financial statements, schedules, comments, and disclosures as set forth in the preceding sections of this report. Required comments and disclosures related to the audit of such statements and schedules are set forth following.

**INDEPENDENT AUDITOR'S REPORT**  
**REQUIRED BY OREGON STATE REGULATIONS**

County Commissioners  
Morrow County  
Heppner, Oregon

We have audited the basic financial statements of Morrow County, Oregon as of and for the year ended June 30, 2021, and have issued our report thereon dated April 5, 2022. We conducted our audit in accordance with auditing standards generally accepted in the United States of America and the standards applicable to financial audits contained in Government Auditing Standards, issued by the Comptroller General of the United States.

**Compliance**

As part of obtaining reasonable assurance about whether Morrow County, Oregon's financial statements are free of material misstatement, we performed tests of its compliance with certain provisions of laws, regulations, contracts, and grants, including the provisions of Oregon Revised Statutes as specified in Oregon Administrative Rules 162-10-000 through 162-10-320 of the Minimum Standards for Audits of Oregon Municipal Corporations, noncompliance with which could have a direct and material effect on the determination of financial statements amounts. However, providing an opinion on compliance with those provisions was not an objective of our audit, and accordingly, we do not express such an opinion.

We performed procedures to the extent we considered necessary to address the required comments and disclosures which included, but were not limited to the following:

- Deposit of public funds with financial institutions (ORS Chapter 295).
- Indebtedness limitations, restrictions and repayment.
- Budgets legally required (ORS Chapter 294).
- Insurance and fidelity bonds in force or required by law.
- Programs funded from outside sources.
- Highway revenues used for public highways, roads, and streets.
- Authorized investment of surplus funds (ORS Chapter 294).
- Public contracts and purchasing (ORS Chapters 279A, 279B, 279C).

County Commissioners  
Morrow County  
Page two

In connection with our testing nothing came to our attention that caused us to believe the Morrow County, Oregon was not in substantial compliance with certain provisions of laws, regulations, contracts, and grants, including the provisions of Oregon Revised Statutes as specified in Oregon Administrative Rules 162-10-000 through 162-10-320 of the Minimum Standards for Audits of Oregon Municipal Corporations, except for the budget overexpenditures listed in Note 2 to the financial statements.

**OAR 162-10-0230 Internal Control**

In planning and performing our audit, we considered Morrow County, Oregon's internal control over financial reporting as a basis for designing our auditing procedures for the purpose of expressing our opinions on the financial statements, but not for the purpose of expressing an opinion on the effectiveness of Morrow County, Oregon's internal control over financial reporting. Accordingly, we do not express an opinion on the effectiveness of the Morrow County, Oregon's internal control over financial reporting.

A deficiency in internal control exists when the design or operation of a control does not allow management or employees, in the normal course of performing their assigned functions, to prevent or detect and correct misstatements on a timely basis. A material weakness is a deficiency, or a combination of deficiencies, in internal control such that there is a reasonable possibility that a material misstatement of the entity's financial statements will not be prevented, or detected and corrected on a timely basis.

Our consideration of internal control over financial reporting was for the limited purpose described in the first paragraph of this section and was not designed to identify all deficiencies in internal control that might be deficiencies, significant deficiencies, or material weaknesses. We did not identify any deficiencies in internal control over financial reporting that we consider to be material weaknesses, as defined above.

This report is intended solely for the information and use of management, the County Commissioners, and the Oregon Secretary of State and is not intended to be and should not be used by anyone other than these specified parties.

Barnett & Moro, P.C.

By: \_\_\_\_\_  
Cameron W. Anderson, Shareholder  
Hermiston, Oregon  
June 3, 2022

SINGLE AUDIT SECTION

DRAFT

**MORROW COUNTY, OREGON**

**Schedule of Expenditures of Federal Awards**  
**Year Ended June 30, 2021**

<b><u>Federal Grantor/Program Name:</u></b>	<b>Federal CFDA Number</b>	<b>Major Programs (X)</b>	<b>Amount</b>
<b><u>U.S. DEPARTMENT OF AGRICULTURE:</u></b>			
Schools and roads - grants to states	10.665		\$ 127,924
<b><u>U.S. DEPARTMENT OF JUSTICE:</u></b>			
Crime victim assistance	16.575		\$ 98,228
Justice reinvestment initiative	16.827		94,100
			<u>\$ 192,328</u>
<b><u>U.S. DEPARTMENT OF ENERGY:</u></b>			
Environmental remediation and waste processing and disposal	81.104		\$ 13,600
<b><u>U.S. DEPARTMENT OF VETERAN AFFAIRS</u></b>			
Veterans transportation program	64.035		\$ 48,057
<b><u>U.S. DEPARTMENT OF TREASURY</u></b>			
Coronavirus Relief Fund	21.019	X	\$ 1,824,672
<b><u>U.S. DEPARTMENT OF HEALTH AND HUMAN SERVICES:</u></b>			
Oregon Health Authority:			
Public health emergency preparedness	93.069		\$ 68,055
Immunization cooperative agreements	93.268		140,959
Medical assistance program	93.778		12,046
Opioid STR	93.788		30,000
Block grants for community mental health services	93.958		59,249
Block grants for prevention and treatment of substance abuse	93.959		30,232
Maternal and child health services block grants to the states	93.994		20,133
			<u>360,674</u>
Oregon Department of Justice:			
Child support enforcement	93.563		67,919
			<u>\$ 428,593</u>
<b><u>U.S. DEPARTMENT OF TRANSPORTATION:</u></b>			
Airport Improvement Program	20.106		\$ 175,860
Enhanced mobility of seniors and individuals with disabilities	20.513		27,651
Metropolitan Transportation Planning and State and Non-Metropolitan	20.505		13,499
			<u>\$ 217,010</u>
<b><u>U.S. DEPARTMENT OF THE INTERIOR:</u></b>			
Bureau of Land Management, Mineral Land Leasing	15.214		\$ 791
Payment in Lieu of Taxes	15.226		280,068
Distributions of Receipts to State & Local Governments	15.227		51
			<u>\$ 280,910</u>
<b><u>U.S. DEPARTMENT OF HOMELAND SECURITY:</u></b>			
Emergency management performance grants	97.042		\$ 64,558
Total expenditures of federal awards			<u>\$ 3,197,652</u>

See notes to schedule of  
expenditures of federal awards.

**MORROW COUNTY, OREGON**

**Notes to Schedule of Expenditures of Federal Awards**  
**Year Ended June 30, 2021**

**NOTE A - BASIS OF PRESENTATION:**

The accompanying schedule of expenditures of federal awards (the Schedule) includes the federal grant activity of Morrow County, Oregon and is presented on the modified accrual basis of accounting as described in note 1 to the basic financial statements. The information in this schedule is presented in accordance with the requirements of Title 2 U.S. Code of Federal Regulations Part 200, *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards* (Uniform Guidance). Because the schedule presents only a selected portion of the operations of Morrow County, Oregon, it is not intended to and does not present the financial position, changes in net position, or cash flows of Morrow County. Therefore, some amounts presented in this schedule may differ from amounts presented in, or used in the preparation of, the basic financial statements.

**NOTE B -- SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES:**

Expenditures reported on the on the Schedule are reported on the basis of accounting described in Note 1 to the financial statements. Such expenditures are recognized following the cost principles contained in the Uniform Guidance, wherein certain types of expenditures are not allowable or are limited as to reimbursement.

The County has not elected to use the 10% percent de minimis indirect cost rate as allowed under the Uniform Guidance.

**INDEPENDENT AUDITOR'S REPORT ON COMPLIANCE FOR EACH MAJOR PROGRAM AND  
ON INTERNAL CONTROL OVER COMPLIANCE REQUIRED BY THE UNIFORM GUIDANCE**

County Commissioners  
Morrow County  
Heppner, Oregon

**Report on Compliance for Each Major Federal Program**

We have audited Morrow County, Oregon's compliance with the types of compliance requirements described in the OMB Compliance Supplement that could have a direct and material effect on each of Morrow County, Oregon's major federal programs for the year ended June 30, 2021. Morrow County, Oregon's major federal programs are identified in the summary of auditor's results section of the accompanying schedule of findings and questioned costs.

**Management's Responsibility**

Management is responsible for compliance with federal statutes, regulations, and the terms and conditions of its federal awards applicable to its federal programs.

**Auditor's Responsibility**

Our responsibility is to express an opinion on compliance for each of Morrow County, Oregon's major federal programs based on our audit of the types of compliance requirements referred to above. We conducted our audit of compliance in accordance with auditing standards generally accepted in the United States of America; the standards applicable to financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States; and the audit requirements of Title 2 U.S. *Code of Federal Regulations* Part 200, *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards* (Uniform Guidance). Those standards and the Uniform Guidance require that we plan and perform the audit to obtain reasonable assurance about whether noncompliance with the types of compliance requirements referred to above that could have a direct and material effect on a major federal program occurred. An audit includes examining, on a test basis, evidence about Morrow County, Oregon's compliance with those requirements and performing such other procedures as we considered necessary in the circumstances.

We believe that our audit provides a reasonable basis for our opinion on compliance for each major federal program. However, our audit does not provide a legal determination of Morrow County, Oregon's compliance.

**Opinion on Each Major Federal Program**

In our opinion, Morrow County, Oregon, complied, in all material respects, with the types of compliance requirements referred to above that could have a direct and material effect on each of its major federal programs for the year ended June 30, 2021.

### **Report on Internal Control Over Compliance**

Management of Morrow County, Oregon, is responsible for establishing and maintaining effective internal control over compliance with the types of compliance requirements referred to above. In planning and performing our audit of compliance, we considered Morrow County, Oregon's internal control over compliance with the types of requirements that could have a direct and material effect on each major federal program to determine the auditing procedures that are appropriate in the circumstances for the purpose of expressing an opinion on compliance for each major federal program and to test and report on internal control over compliance in accordance with the Uniform Guidance, but not for the purpose of expressing an opinion on the effectiveness of internal control over compliance. Accordingly, we do not express an opinion on the effectiveness of Morrow County, Oregon's internal control over compliance.

A deficiency in internal control over compliance exists when the design or operation of a control over compliance does not allow management or employees, in the normal course of performing their assigned functions, to prevent, or detect and correct, noncompliance with a type of compliance requirement of a federal program on a timely basis. A material weakness in internal control over compliance is a deficiency, or combination of deficiencies, in internal control over compliance, such that there is a reasonable possibility that material noncompliance with a type of compliance requirement of a federal program will not be prevented, or detected and corrected, on a timely basis. A significant deficiency in internal control over compliance is a deficiency, or a combination of deficiencies, in internal control over compliance with a type of compliance requirement of a federal program that is less severe than a material weakness in internal control over compliance, yet important enough to merit attention by those charged with governance.

Our consideration of internal control over compliance was for the limited purpose described in the first paragraph of this section and was not designed to identify all deficiencies in internal control over compliance that might be material weaknesses or significant deficiencies. We did not identify any deficiencies in internal control over compliance that we consider to be material weaknesses. However, material weaknesses may exist that have not been identified.

The purpose of this report on internal control over compliance is solely to describe the scope of our testing of internal control over compliance and the results of that testing based on the requirements of the Uniform Guidance. Accordingly, this report is not suitable for any other purpose.

Barnett & Moro, P.C.

By: \_\_\_\_\_  
Cameron W. Anderson, Shareholder  
Hermiston, Oregon  
June 3, 2022

MORROW COUNTY, OREGON

Schedule of Findings and Questioned Costs

Year Ended June 30, 2021

---

**Section I-Summary of Auditor's Results**

---

Financial Statements

Type of auditor's report issued: unmodified opinion

Internal control over financial reporting:

- Material weakness(es) identified?           yes        X   no
- Significant deficiency(ies) identified  
that are not considered to be material weaknesses?           yes        X   none reported

Noncompliance material to financial statements noted?           yes        X   no

Federal Awards

Internal control over major programs:

- Material weakness(es) identified?           yes        X   no
- Significant deficiency(ies) identified  
that are not considered to be material weakness(es)?           yes        X   no

Type of auditor's report issued on compliance for major program: unmodified opinion

Any audit findings disclosed that are required to be reported in accordance with 2 CFR 200.516(a)?           yes        X   no

Identification of major programs:

CFDA Number	Name of Federal Program or Cluster
21.019	Coronavirus Relief Fund

Dollar threshold used to distinguish between type A and type B programs:           \$        750,000  

Auditee qualified as low-risk auditee?        X   yes           no

---

**Section II-Financial Statement Findings**

---

There are no financial statement findings for the year ended June 30, 2021.

---

**Section III-Federal Award Findings and Questioned Costs**

---

There are no federal award findings or questioned costs for the year ended June 30, 2021.

MORROW COUNTY, OREGON

SUMMARY SCHEDULE OF PRIOR YEAR'S AUDIT FINDINGS

Year Ended June 30, 2021

QUESTIONED COSTS:

There were no questioned costs for the year ended June 30, 2020.

FINDINGS:

There were no findings for the year ended June 30, 2020.

DRAFT



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: Sandi Pointer
Department: Public Works - Airport
Short Title of Agenda Item: Lexington Airport Taxiway D Reconstruction Design Phase Contract
(No acronyms please)
Date submitted to reviewers: 05/25/2022
Requested Agenda Date: 06/08/2022

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: Century West Engineering Corp
Contractor/Entity Address: 5500 Meadows Rd, Suite 250, Lake Oswego, OR 97035
Effective Dates - From: June 8, 2022 Through: June 8, 2023
Total Contract Amount: \$161,027.00 Budget Line: 205-250-5.40-4311
Does the contract amount exceed \$5,000? Yes No

Reviewed By:

Department Director Required for all BOC meetings
Administrator Required for all BOC meetings
J. Nelson via email 5-31-22 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):**

Due to the Airport Improvement Program (AIP) the disbursement of funds is funneled through the Capital Improvement Plan (CIP) which Morrow Co. Lexington Airport is recipient/qualifies for these funds for small municipal airports. In the current Layout Plan it is to complete the Taxiway D & Apron Reconstruction Design Phase. Century West is our current Aviation Engineer. They help to facilitate all our projects and that are up to Federal Aviation Administration (FAA) standards. This document currently is to accept their work on the Design Phase of the Taxiway D & Apron Reconstruction (Design). This is to reconstruct the surface, underdrains, install reflector and pavement markings. Design includes bidding process along with contracting procedures. The funding breakdown is as follows.

FAA (90%) - \$144,924

Oregon Department of Aviation (ODA) Critical Oregon Airport Relief (COAR) Grant (9%) \$14,492

County (1%) - \$1,611

Included you will find the CIP date sheet that is giving a short scope of the project.

Included you will find the overall layout to familiarize yourself with the project.

Included the Agreement with Century West Authorizing them to do the Design for the project.

**2. FISCAL IMPACT:**

FAA (90%) - \$144,924 Revenue 205-250-3-30-3618

ODA COAR Grant (9%) \$14,492 Revenue 205-250-3-30-3620

County (1%) - \$1,611 Only amount non reimbursable.

Expenditure will be 205-250-5-40-4311

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

Motion to accept the agreement with Century West Engineering and Morrow Co in the amount of \$161,027.00 for the Design phase of the Taxiway D & Apron Reconstruction.

Attach additional background documentation as needed.

## AGREEMENT FOR ENGINEERING AVIATION PROJECT SERVICES

THIS AGREEMENT, made this May 22, 2019, by and between **Morrow County, Oregon**, hereinafter referred to as the COUNTY, and **Century West Engineering Corporation** hereinafter referred to as the ENGINEER:

The COUNTY has need of a consulting Engineer from time to time for various Morrow County Lexington Airport projects. The COUNTY hereby designates the ENGINEER as "Engineer of Record for Morrow County Lexington Airport projects". The COUNTY intends to have the ENGINEER provide assistance with these projects and intends to contract for these services on a project-by-project basis by issuing individual Work Orders which will by extensions of this general engineering agreement, subject to all of the provisions contained herein. The scope of work and cost of services for each specific project shall be described in each project Work Order requesting the ENGINEER'S services. The ENGINEER agrees to provide the necessary engineering services under the terms and conditions as outlined herein and as may be further detailed and described in the respective Work Orders.

### WITNESSETH:

That for and in consideration of the mutual covenants and promises between the parties hereto, it is hereby agreed:

### SECTION A – ENGINEERING SERVICES

#### WORK ORDERS

The COUNTY shall request the ENGINEER to provide Professional Services whenever the COUNTY wishes to engage the ENGINEER. A Work Order (see general format attached to this Agreement) shall be prepared which describes the scope of services to be provided by the ENGINEER, which describes any special contractual agreements that are applicable to the Work Order, and which defines the method of compensation for the services to be performed. Either the COUNTY or the ENGINEER may prepare the Work Order. The ENGINEER will provide the services outlined in the Work Order after the Work Order has been approved and authorized by both the COUNTY and the ENGINEER's representatives. However, the ENGINEER may proceed immediately, if requested by the COUNTY, and the Work order will be prepared and approved within a reasonable amount of time thereafter. Work Orders will be prepared for each specific project or work task to be performed for the COUNTY.

#### ENGINEERING SERVICES

When requested by the COUNTY in a Work Order, the ENGINEER may provide engineering services of the general type and scope outlined hereafter. The detailed scope of the requested engineering services shall be defined in the respective Work Order.

1. Planning studies, technical evaluations, and feasibility studies.

Due 5/2021 -

2. Design engineering services including conceptual designs, cost estimates, site mapping, final designs, and plans and specifications.
3. Construction engineering services such as construction contract administration, engineering review of construction work, staking, and materials testing.
4. Preparation of environmental review records, impact statements, and other information as may be requested from outside agencies or bodies.
5. Assistance with obtaining permits, applications, etc., as necessary for the work.
6. Property surveys, property plats, legal descriptions, and other items necessary for negotiating for land rights and easements.
7. Geological, hydraulic, or other studies.
8. Assistance with water right issues and the preparation of water right applications.
9. Administrative services for administering project grant and loan funding from outside agencies. Such services may include preparation of requests for funds, reports, coordinating meetings, audit data, wage monitoring and reviews, and other support as appropriate to help facilitate the overall project development in accordance with local, State, and Federal requirements.

## **SECTION B – COMPENSATION FOR ENGINEERING SERVICES**

The COUNTY shall compensate the ENGINEER for the various engineering services to be provided on either a Lump Sum Basis or on a Time and Materials Basis as the COUNTY and ENGINEER agree. The method(s) of compensation shall be defined in each Work Order and as described herein.

### **1. Lump Sum Basis**

The COUNTY shall compensate the ENGINEER on a lump sum basis for the tasks defined and at the dollar amounts stated in the respective Work Orders. If during the course of the work, the scope of the work should substantially change, the COUNTY and the ENGINEER shall amend the Work Order to cover the revised scope and lump sum cost of services.

### **2. Time and Materials Basis**

The COUNTY shall compensate the ENGINEER on a time and materials basis, plus direct reimbursable expenses, for the tasks defined in the respective Work Orders.

The time and materials cost referred to in this Agreement shall be the sum of the “total personnel cost” plus “overhead cost and profit”. Total personnel cost includes the base wages paid to employees plus payroll taxes and fringe benefits. Total personnel cost is computed as 1.35 times the base wages paid to employees. This figure shall be adjusted annually to reflect changes in the cost of payroll taxes and fringe benefits.

The overhead cost and profit is 1.52 times the total personnel cost. The overhead cost and profit factor may be adjusted annually to reflect the ENGINEER'S actual overhead rate.

Direct reimbursable expenses shall include such direct job costs as the cost of travel, subsistence, lodging, special tests and services of special or outside consultants, plus 10 percent to cover handling, overhead, and insurance costs, etc. Mileage shall be charged at the Federal reimbursement rate (currently \$0.555 per mile).

### **3. Payment**

The COUNTY agrees to pay the ENGINEER for the services outlined in this section on a monthly basis for the actual services provided. The ENGINEER will render to the COUNTY an itemized bill at the end of each month, for compensation for such services performed under each separate Work Order during such month, the same to be due and payable by the COUNTY to the ENGINEER. Past due amounts owed shall include a service fee charge of 10 percent annual interest from the 45<sup>th</sup> day from date of billing. The ENGINEER may suspend work under this Agreement until the account is paid in full.

## **SECTION C – GENERAL PROVISIONS**

1. This Agreement represents the entire and integrated agreement between the COUNTY and the ENGINEER and supersedes all prior negotiation, representations or agreements, either written or oral. This Agreement may be amended only by written instrument signed by both the COUNTY and the ENGINEER.
2. This Agreement is not exclusive to either party. The COUNTY may contract with other engineering firms as the COUNTY deems appropriate and in the best interest of the COUNTY.
3. Approval of a Work Order under this Agreement by the COUNTY and the ENGINEER will serve as written authorization for the ENGINEER to proceed with the services called for in this Agreement and as further defined in the respective Work Order. However, the ENGINEER may proceed immediately with the work prior to execution of a Work Order, if requested by the COUNTY.
4. Neither party shall hold the other responsible for damages or delays in performance caused by acts of God, strikes, lockouts, accidents, or other events beyond the control of the other or the other's employees and agents.
5. In the event any provisions of this Agreement shall be held to be invalid and unenforceable, the remaining provisions shall be valid and binding upon the parties. One or more waivers by either party of any provisions, term, condition or covenant shall not be construed by the other party as a waiver of a subsequent breach of the same by the other party.

6. The ENGINEER intends to render his services under this Agreement in accordance with generally accepted professional practices for the intended purpose of the projects and no warranty or representation either express or implied, is included or intended as part of its services.
7. Any opinion of construction costs prepared by the ENGINEER represents his judgment as a design professional and is supplied for the general guidance of the COUNTY. Since the ENGINEER has no control over the cost of labor and material, or over the competitive bidding or market conditions, the ENGINEER does not guarantee the accuracy of such opinions as compared to contractor bids or actual costs to the COUNTY.
8. The COUNTY shall pay plan review fees, advertisement for bids, building or other permits, licenses, etc., as may be required by local, State, or Federal authorities, and shall secure the necessary land easements, rights-of-way, and construction permits.
9. Insofar as the work under this Agreement may require, the COUNTY shall furnish the ENGINEER all existing maps, field survey data, grades and lines of street, pavements, and boundaries, rights-of-way, and other surveys presently available. The COUNTY shall provide for full and free access for the ENGINEER to enter upon all property required for the performance of the ENGINEER'S services under this Agreement.
10. This Agreement is to be binding on the heirs, successors, and assigns of the parties hereto and is not to be assigned by either party without first obtaining the written consent of the other.
11. Original documents, survey notes, tracings and the like, except those furnished to the ENGINEER by the COUNTY, are and shall remain the property of the ENGINEER. Documents, including plans and specifications, which contain an Engineer's stamp prepared under this Agreement are instruments of service of the Engineer. Reuse of any of the plans and specifications that may be developed during a project by the COUNTY on extensions of the project or on any other project without the written permission of the ENGINEER shall be at the COUNTY'S risk. The COUNTY agrees to defend, indemnify and hold harmless the ENGINEER from all claims, damages, and expenses including attorneys' fees arising out of any unauthorized reuse of the ENGINEER'S instruments of service by the COUNTY OR BY OTHER'S AGENTS ACTING THROUGH THE COUNTY. The ENGINEER shall make available to the COUNTY, when requested, copies of these documents, plans, photographs, etc., that are prepared as part of the ENGINEER'S services under this Agreement. There will be no cost for these documents except for the cost of the labor to compile the documents and the reproduction costs.
12. There are no third party beneficiaries of this Agreement between COUNTY and

ENGINEER and no third party shall be entitled to rely upon any work performed or reports prepared by the ENGINEER hereunder.

13. Neither the COUNTY nor the ENGINEER shall delegate his duties under this Agreement without the written consent of the other.
14. This Agreement may be terminated by either party in the event of default under this contract by the other party. Either party may do so by giving written notice to the other of its intent to terminate this Agreement for substantial failure to perform according to this Agreement, which written notice shall specify the failure to remedy or correct in 20 days, this Agreement may be terminated in writing at the option of the party giving the prior notice. If this Agreement is terminated, the ENGINEER shall be paid for services based on actual man-hours worked to the termination notice date, including reimbursable expenses due, less any amount in dispute.
15. This Agreement may be terminated by either party without cause with 60 days notice to the other party, and may also be terminated for non-appropriation of funds. If this Agreement is terminated, the ENGINEER shall be paid for services performed based on actual man-hours worked to the termination notice date, including reimbursable expenses due, less any amount in dispute.
16. Unless otherwise specified within this Agreement, this Agreement shall be governed by the laws of the State of Oregon.
17. The COUNTY will require that any contractor or subcontractor performing construction work in connection with drawings and specifications produced under this Agreement to hold harmless, indemnify and defend, the COUNTY and the ENGINEER, their consultants, and each of their officers, agents, and employees from any and all liability claims, losses or damage arising out of or alleged to arise from the contractor's (or subcontractor's) negligence in the performance of the work described in the Construction contract Documents, but not including liability that may be due to the sole negligence of the COUNTY, the ENGINEER, their consultants, or their officers, agents and employees.
18. The COUNTY and ENGINEER acknowledge that during construction projects, changes may be required as the result of possible omissions, ambiguities, or inconsistencies in the drawing and specifications or changes that are identified during construction which will result in a better overall project for the COUNTY, or changes which are necessary due to unusual field conditions, or construction circumstances beyond the control of the COUNTY, ENGINEER or Contractor.

As a consequence of the above, the COUNTY realizes that the construction contractors may be entitled to additional payment. The COUNTY agrees to set up a reserve in the project budget to be used as required to make additional payments to the construction contractors with respect to such changes. When additional payments are due the contractor they will be made in accordance with an approved

change order. The COUNTY further agrees to make no claim by way of direct or third party action against the ENGINEER with respect to additional payments made to construction contracts relating to such changes.

19. The ENGINEER shall comply with all applicable provisions of the Regulations of the U.S. Department of Commerce (Part 8 of Subtitle 15 of the Code of Federal Regulations) issued pursuant to the Civil Rights Act of 1964, in regard to nondiscrimination in employment because of race, religion, color, sex, or national origin. The ENGINEER shall comply with applicable Federal, State, and local laws, rules, and regulations concerning Equal Employment Opportunity.

This Agreement is executed in duplicate the day and year written at the beginning of this Agreement.

CONTRACTOR

CENTURY WEST ENGINEERING CORPORATION

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

  
JOSEPH ROSZAK

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

PRESIDENT

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

5/14/2019

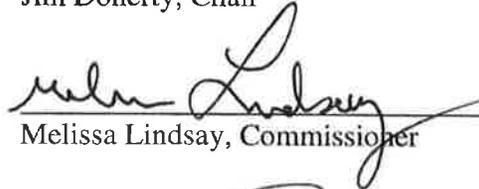
COUNTY

MORROW COUNTY BOARD OF COMMISSIONERS

Date: June 5, 2019

  
\_\_\_\_\_

Jim Doherty, Chair

  
\_\_\_\_\_

Melissa Lindsay, Commissioner

  
\_\_\_\_\_

Don Russell, Commissioner

APPROVED AS TO FORM:

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

Jessie Nelson  
OSB #074466

**AMENDMENT TO AGREEMENT FOR ENGINEERING AVIATION PROJECT SERVICES**

1. This amendment (the "Amendment") is made by and between Morrow County, Oregon, hereinafter referred to as the COUNTY, and Century West Engineering Corporation hereinafter referred to as the ENGINEER.
2. Effective Date. This Amendment shall become effective upon signing by all parties.
3. The Agreement is hereby amended as follows (new language is indicated by **underlining**):
  - a. This agreement is hereby amended as follows:

**SECTION C – GENERAL PROVISIONS**

**20. This agreement shall begin on May 22, 2019 and shall terminate on May 21, 2024, unless terminated earlier.**

4. Except as set forth in this Amendment, the Agreement is unaffected and shall continue in full force and effect in accordance with its terms. If there is conflict between this amendment and the Agreement or any earlier amendment, the terms of this amendment will prevail.

**CONTRACTOR**

**CENTURY WEST ENGINEERING CORPORATION**

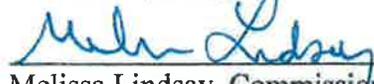
By:  Title: PRESIDENT Date: 6/19/19  
*JOSEPH ROSNAL*

**COUNTY**

**MORROW COUNTY BOARD OF COMMISSONERS**

Date: June 19, 2019

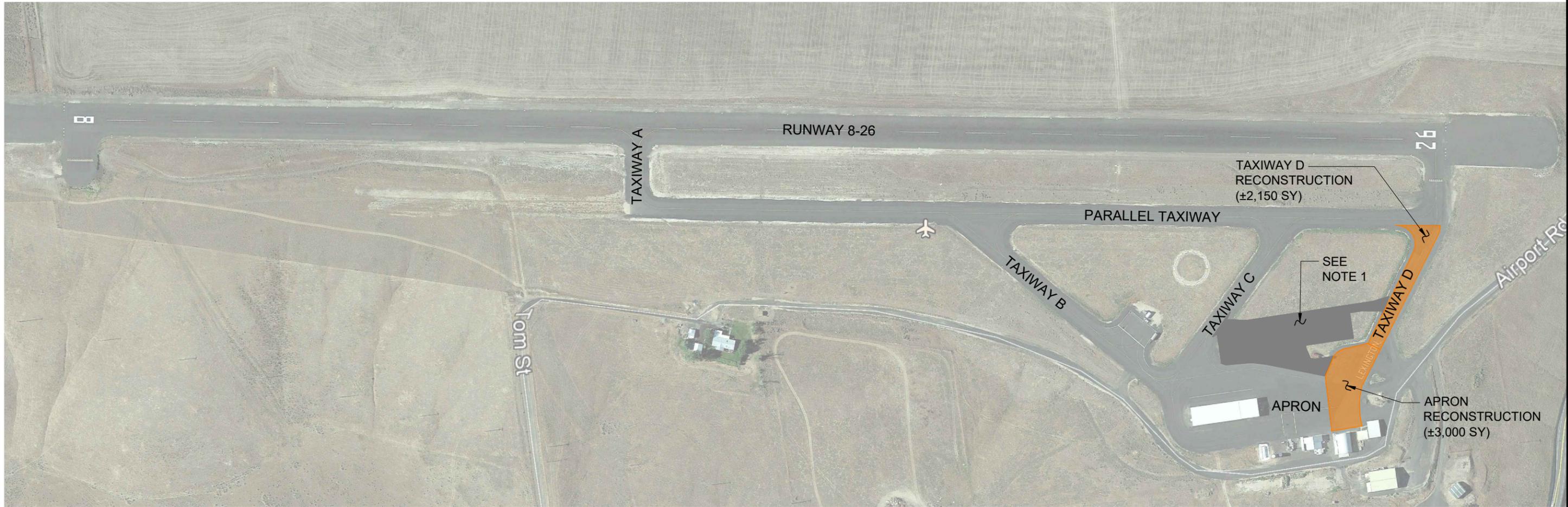
  
Jim Doherty, Chair

  
Melissa Lindsay, Commissioner

  
Don Russell, Commissioner

APPROVED AS TO FORM:

  
County Counsel  
*RICHARD S. TOVEY OSB 0884573*



SOURCE: GOOGLE EARTH (2015)

**PROJECT OVERVIEW**  
SCALE: 1" = 150'

1  
EX-1

**LEGEND:**

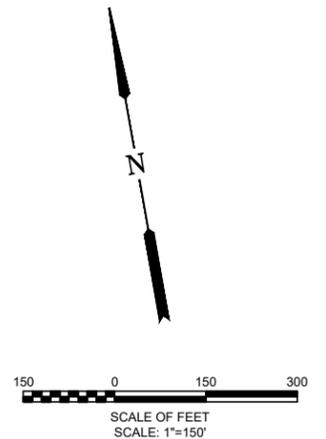
APPROXIMATE RECONSTRUCTION LIMITS

**NOTES:**

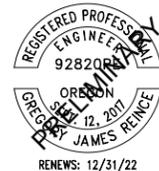
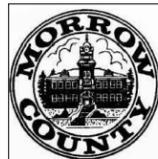
1. APRON CONSTRUCTION LINE WORK (2018) APPROXIMATED ON AERIAL IMAGE.

**EXISTING CONDITIONS NOTES:**

1. THE PORTIONS OF THE APRON AND TAXIWAY D ANTICIPATED TO BE RECONSTRUCTED UNDER THIS PROJECT WERE ORIGINALLY CONSTRUCTED IN 1967 AND 1989.
2. ESTIMATED 2022 PCI VALUES RANGE FROM 0 TO 60.
3. THE LAST KNOWN MAINTENANCE ON THESE PAVEMENTS WAS CRACK SEALING IN 2008 AND AN ASPHALT OVERLAY IN 2007 (NON-AIP FUNDED).
4. THE PAVEMENT EXHIBITS LARGE, TRANSVERSE CRACKS, PAVEMENT OXIDATION, AND ALLIGATOR CRACKING THAT IS GENERATING FOD.



X:\Projects\Morrow County\2022 - Taxiway D Reconstruction (Design)\CAD\Exhibits\Scope Exhibit\Project Overview Exhibit.dwg



**VERIFY SCALES**  
BAR IS ONE INCH ON ORIGINAL DRAWING.  
0" 1"  
IF NOT ONE INCH ON THIS SHEET, ADJUST SCALES ACCORDINGLY.

NO.	DATE	BY	APPR	REVISIONS



BEND OFFICE  
1020 SW EMKAY DRIVE, #100  
BEND, OR 97702  
541.322.8962  
541.382.2423 FAX

DESIGNED BY:  
GJR  
DRAWN BY:  
GJR  
CHECKED BY:  
JNR  
SCALE:  
AS NOTED

DATE:  
OCTOBER 2021

PROJECT NO:  
12414.007.01

MORROW COUNTY  
LEXINGTON AIRPORT  
TAXIWAY D RECONSTRUCTION

PROJECT OVERVIEW EXHIBIT  
AIP #3-41-0034-012-2022

DRAWING NO.  
**EX-1**  
SHEET NO.  
1 OF 1

**AGREEMENT AND AUTHORIZATION FOR  
ENGINEERING CONSULTING SERVICES**

---

By this Agreement, effective upon signing of all parties, **Morrow County** (Client) authorizes **Century West Engineering Corporation** (Engineer) to carry out and complete the Scope of Services in consideration of the mutual covenants set forth in the Master Agreement dated May 22, 2019, the *ENGINEERING CONSULTING TERMS AND CONDITIONS*, and the following additional attachments: FAA Required Contract Provisions.

**Project:** Taxiway D Reconstruction (Design)

**Project No.:** 12414.007.01

**Scope of Services:** See attached.

**Opinion of Probable Cost:**

\$161,027

Lump Sum not to exceed specified amount without prior authorization by Client.

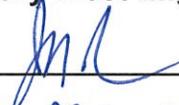
**Morrow County**

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

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

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

**Century West Engineering Corporation**

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

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

Date: 6/2/2022 \_\_\_\_\_

## ENGINEERING CONSULTING ♦ TERMS AND CONDITIONS

**1. SERVICES:** Engineer agrees to perform the Scope of Services (Services) under the following terms and conditions. Additional Services will be provided only by written amendment to this Agreement.

**2. TIMES OF PAYMENTS:** Engineer will submit invoices on a monthly basis for the unbilled portion of Services actually completed. Client will pay the invoice within 30 days of the invoice date. Accounts remaining unpaid after said 30 days will be considered delinquent and assessed a late payment charge (currently at the rate of 1 1/2% per month) calculated each month from the date of the invoice. Engineer reserves the right to suspend all Services until account delinquencies have been remedied.

**3. OPINIONS OF COST:** Because Engineer has no control over the cost of labor, materials, equipment or Services furnished by others, or over contractors' methods of determining prices, or other competitive bidding or market conditions, any cost estimates provided by Engineer will be made on the basis of experience and judgment. Engineer cannot and does not guarantee that proposals, bids or actual Project construction costs will not vary from opinions of probable costs prepared by Engineer.

**4. CLIENT-PROVIDED INFORMATION:** Client will make available to Engineer, all information readily available to Client regarding existing and proposed conditions of the site which will aid Engineer in its performance of Services. Engineer shall be entitled to rely, without further inquiry or investigation, on all information furnished to Engineer by Client. Client agrees to advise Engineer of any hazardous substances or any condition existing in, on or near the site presenting a potential danger to human health, the environment, or equipment. Client will immediately transmit to Engineer any new information which becomes available to Client which may have a bearing on Engineer's performance of Services or which relates to information Engineer has requested from Client. If any hazards, not disclosed to Engineer, are discovered after the Services are undertaken, Client and Engineer agree that the Scope of Services, time schedule and rate schedule shall be modified accordingly.

**5. STANDARD OF PERFORMANCE:** Engineer represents that Services will be performed within the limits prescribed by Client, and that its findings, recommendations, specifications and/or professional advice provided hereunder will be prepared and presented in a manner consistent with the level of care and skill ordinarily exercised by other professionals under similar circumstances at the time the Services are performed.

**6. ACCESS, APPROVALS, PERMITS:** Client shall arrange for access to and make all provisions for Engineer to enter onto public and private property as required for Engineer to perform the Services. Unless otherwise agreed, Client will be solely responsible for applying for and obtaining such permits and approvals as may be necessary for Engineer to perform the Services.

**7. REUSE OF DOCUMENTS:** All documents, including computer files,

drawings and specifications, prepared by Engineer pursuant to this Agreement shall remain the property of Engineer and are instruments of service with respect to the Project. They are not intended or represented to be suitable for reuse by Client or others on extensions of the Services provided for the Project under this Agreement or on any other project. Any reuse without written authorization, certification or adaptation by Engineer for the specific purpose intended will be at Client's sole risk and without liability to Engineer.

**8. ASBESTOS/PCBs:** All asbestos/PCB related Services are excluded from Engineer's Scope of Services. Client shall notify Engineer at the start of the Project if the presence of asbestos/PCBs on the project is suspected. If asbestos/PCBs are suspected or encountered, Engineer will stop its own work to permit proper testing and evaluation. If requested as an additional Service, Engineer will assist Client in contacting regulatory agencies and/or identifying appropriate testing laboratories.

**9. SUBMITTAL REVIEW:** Review by Engineer of submittals by contractor is only for general conformance with the design concept of the Project and general compliance with the information given in the Contract Documents. The review does not affect the contractor's responsibility to perform all contract requirements with no change in contract price or time. Any action taken by the Engineer is subject to the requirements of the plans, specifications and other Contract Documents. Client shall indemnify Engineer against any claim by any contractor based on the review.

**10. ENGINEER AT CONSTRUCTION SITE:** The presence or duties of Engineer's personnel at the construction site, whether as on-site representatives or otherwise, do not make Engineer or its personnel in any way responsible for those duties that belong to the Owner and/or the construction contractors or other entities, and do not relieve the construction contractors or any other entity of their obligations, duties and responsibilities, including but not limited to, all construction methods, means, techniques, sequences and procedures necessary for coordinating and completing all portions of the construction work in accordance with the Contract Documents and any health or safety precautions required by such construction work. Engineer and its personnel have no authority to exercise control over any construction contractor or other entity or their employees in connection with their work or any health or safety precautions and have no duty for inspecting, noting, observing, correcting or reporting on health or safety deficiencies of the construction contractor or other entity or any other persons at the site except Engineer's own personnel.

#### **11. INDEMNIFICATION AND INSURANCE:**

**(a)** Client agrees to indemnify, hold harmless and defend Engineer, its directors, officers, agents and employees, from and against any and all liabilities, claims, penalties, forfeitures, suits and the cost and expenses incidental thereto, including but not limited to reasonable attorney fees, which Engineer may hereafter incur, become responsible for or pay out as a result of death or bodily injuries to any person, destruction or damage to any property, contamination of or adverse effects on the environment or any violation of governmental laws, regulations or orders caused by (1) Client's breach of any term or provision of this Agreement; (2) Client's negligent or wrongful act or omission in the performance of this Agreement; or (3) Client's generation, storage or release of waste products including hazardous waste..

**(b)** Engineer agrees to indemnify, hold harmless and defend Client, its directors, officers, agents and employees, from and against any and all liabilities, claims, penalties, forfeitures, suits and the cost and expenses incidental thereto, including but not limited to reasonable attorney fees, which Client may hereafter incur, become responsible for or pay out as a result of death or bodily injuries to any person, destruction or damage to any property, contamination of or adverse effects on the environment or any violation of governmental laws, regulations or orders caused by Engineer's (1) breach of any term or provision of this Agreement; or (2) any negligent or wrongful act or omission in the performance of this Agreement.

**(c)** In the event any claim arises as a result of the concurrent negligence of Engineer and Client, liability will be determined on the basis of the doctrine of comparative negligence. Each party shall promptly notify the other party, in writing, of any threatened or actual claim, action, or proceeding. Engineer and Client shall jointly control the defense.

**(d)** Notwithstanding any other provision contained in this Agreement, neither party shall be liable to the other party for any indirect, incidental, special or consequential damages of any kind, including without limitation, lost profits or loss of use, regardless of the cause, including negligence.

**(e)** Upon request, Engineer will provide Client with Certificates of Insurance for Workers Compensation, General, Auto and Professional Liability coverage. Client agrees to maintain, during the performance of Services, general liability and automobile liability insurance in the amount of one million dollars (\$1,000,000).

**12. LIMITED LIABILITY: Client agrees that Engineer's liability to Client, contractors, subcontractors, and their agents, employees and consultants, and to all other third parties which may arise from or be due directly or indirectly to the negligent acts, errors and/or omissions of engineer, its agents, employees or consultants shall be limited to a continued aggregate not to exceed \$100,000 or the total amount paid in fees to Engineer, whichever is greater.**

**13. TERMINATION:** Either party may terminate this Agreement upon thirty (30) days written notice to the other. Either party may terminate this Agreement immediately in the event of a material breach by the other party to perform in accordance with the terms hereof but only if said breach is through no fault of the terminating party and said breach is not corrected before the date of termination. If this Agreement terminates for Force Majeure, Client shall pay Engineer for all Services authorized and performed prior to the termination date including, if applicable, a prorated lump sum fee.

**14. SUCCESSORS AND ASSIGNS:** Neither Engineer nor Client may assign this Agreement without the prior written consent of the other. Engineer may, however, employ any other party or entity it deems necessary or proper for any part of the Services required to be performed by Engineer under the terms of this Agreement. The covenants, conditions and terms of this Agreement shall extend to and be binding upon and inure to the benefit of the heirs, personal representatives, successors and assigns of the parties hereto.

#### **15. MISCELLANEOUS:**

**(a)** This Agreement shall be governed by the laws of the State of Oregon.

**(b)** Any claim brought by Client against Engineer must be brought no later than two years after the date of substantial completion of the Services hereunder or the expiration of the appropriate statute of limitations, whichever is earlier.

**(c)** In the event this Agreement should be referred to an attorney at law or agent for collection, Client agrees to pay such reasonable attorney's or agent's fees and costs as Engineer may incur to any attorney or agent in such collection even if no action is instituted. In the event an action is instituted to enforce any of the terms or conditions of this Agreement, the losing party shall pay to the prevailing party, in addition to the costs and disbursements allowed by statutes, such sum as the court may adjudge reasonable as attorney's fees in such action, in both trial and appellate courts.

**(d)** No waiver by either party of any provision of this Agreement shall be construed or deemed to be a waiver of (a) any other provision of this Agreement or (b) a subsequent breach of the same provision, unless such waiver be so expressed in writing and signed by the party to be bound.

**(e)** The terms and conditions of this Agreement contain a series of separate agreements. If in any proceeding a court or arbitrator shall refuse to enforce any of the separate agreements, any unenforceable agreement shall be deemed reduced or eliminated from the terms and conditions for the purpose of such proceeding, but only to the extent necessary to permit the remaining agreements to be enforced in such proceeding.

**(f)** This Agreement constitutes the entire agreement between Client and Engineer regarding the Services and supersedes all prior or contemporaneous oral or written representations or agreements. This Agreement shall not be modified except by a written document signed by both parties.



## **Scope of Work**

### **Morrow County Lexington Airport**

#### **Engineering Design, Bidding, and Project Closeout Services Taxiway D Reconstruction**

**Rev 0 – 3 December 2021**

**Rev 1 – 14 December 2021**

### **GENERAL**

The general scope of the project is to provide engineering design, bidding, and project closeout services for the reconstruction of Taxiway D at the Lexington Airport (9S9). The project is anticipated to be designed in 2022 and constructed in 2023. Construction management services are not included as a part of this agreement and will be included as a separate agreement. The Airport is owned and operated by Morrow County (OWNER). See attached **Exhibit 1** for a project overview.

The project area encompasses approximately 2,150 SY of reconstruction of Taxiway D and approximately 3,000 SY of the adjacent apron. Record data indicate Taxiway D and the Apron was originally constructed in 1967 and 1989. The last known rehabilitation maintenance performed within the project limits was a non-AIP eligible overlay in 2007 and crack sealing in 2008. The 2017 PCI Study has projected PCI values for Taxiway A and the Apron in 2027 between 0 (failed) and 55 (poor). The pavement exhibits large, transverse cracks, pavement oxidization, and alligator cracking that is generating foreign object debris (FOD). The project improvements include full-depth reconstruction.

Due to previous feedback received from the FAA, Sponsor Force Account work will not be considered for this project.

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

The improvements include:

- Reconstruction of existing Taxiway D and adjacent Apron (~5,150 SY);
- Construction of pavement underdrains for the taxiway and apron;

- Installation of elevated reflectors for the taxiway and apron;
- Installation of pavement markings for the taxiway and apron;
- Construction of miscellaneous drainage structures and pipe to adequately drain the site; and
- Miscellaneous site grading to accommodate the work.

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

No impacts or upgrades are anticipated to the existing electrical system.

Services to be performed are as follows:

## **PHASE I – DESIGN, BIDDING, AND PROJECT CLOSEOUT SERVICES**

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

1. Finalize work scope, fee estimate, and negotiate contract with the Owner.
2. Provide a detailed scope of work and figures without costs to OWNER for obtaining an independent fee estimate (IFE) by a separate Engineer.
3. Provide OWNER with Record of Negotiations documentation template. OWNER will prepare and submit Record of Negotiations documentation for FAA review.
4. Carry out project administration including, but not limited to monitoring design and project schedules, coordination of project with the Sponsor, monitoring and reporting technical and budget issues to the Sponsor, preparation of monthly consultant invoices for submittal to the Sponsor. Assume 4 hours per month over a non-consecutive 12-month period for design, bidding, and project closeout.
5. Attend predesign meeting with the OWNER and FAA via telephone conference. The Consultant will provide a conference call-in number, prepare a meeting agenda, and distribute meeting minutes. The Project Manager will attend.
6. Coordinate project team and sub-consultants. Prepare sub-consultant agreements and scope of work to be performed.

7. Provide a project schedule to the OWNER and FAA. Up to 3 revisions are anticipated.
8. Prepare FAA grant application for design. A separate FAA grant application will be prepared for Construction under a separate task.
9. Assist OWNER with the submittal of FAA Sponsor Certification forms (up to 6).
10. Assist the OWNER in the administration and reporting for annual FAA reports and/or other funding programs and development of overall program costs. Annual FAA reports are anticipated to be required for up to two fiscal years.
11. Prepare FAA form 7460s for submittal to FAA. Up to (8) 7460s are anticipated include the following:
  - Contractor Staging Area (temporary) – 4 total
  - Work Area (temporary) – 4 total
12. Prepare and submit up to 6 FAA Quarterly Performance Reports via email to the FAA Project Manager.
13. Conduct in-house quality control for each element of design.
14. Attend up to 2 Airport Advisory Board meetings at the Airport during the design of the project to provide Airport personnel and management project updates and status reports. The Project Manager will attend the meetings.

### Task 1 Summary

Anticipated Schedule: December 2021-June 2023.

#### Deliverables:

- Scope and Fee (PDF)
- IFE Spreadsheet (Excel)
- Predesign Meeting Minutes (PDF)
- Project Schedule (PDF)
- Sponsor Certification Forms (PDF)
- 7460s (Submitted online via OEAAA Website)
- Quarterly Performance Reports (PDF)

## **TASK 2 – DESIGN SURVEYING**

1. Perform one site visit during the topographic survey. It is anticipated the Staff Engineer will perform a two-day site visit.
2. Identify Primary Airport Control Station (PACS) and Secondary Airport Control Stations (SACS), if present. If PACS and SACS are not present, surveyor shall establish horizontal, NAD 83 (2011), and vertical control, NAVD 88, for survey work at the airport. Establish one benchmark for elevation control and a minimum of two additional points for horizontal control, outside of anticipated disturbance limits.
3. Conduct a topographic survey as follows:
  - a. Start at the Runway 26 threshold. Extend parallel with the runway centerline east 200'. Then proceed south along a line 200' east of Taxiway D centerline until intercepting southern edge of Airport Road. Continue survey along south edge of Airport Road and the Access Road until intercepting a line parallel with the northwest edge of Taxiway C pavement. Extend survey to a point 600' west of the Runway 26 threshold, parallel with the runway centerline and connect. See **Exhibit 2**. Approximate topographic survey area is 84,000 SY.
  - b. Runway/Taxiway/Apron survey data, on pavement surfaces, shall be collected at cross sections on a 25' (maximum) interval or a 25' (maximum) grid as appropriate. Survey data, off of pavement surfaces, shall be collected at cross sections on a 50' (maximum) interval or a 50' (maximum) grid as appropriate.
  - c. The topographic survey shall show existing pavement striping/markings, edge lights and reflectors, signs, ditches, swales, drainage structures, fences, buildings, tie-down anchors, pavement edges (AC and PCC) gravel areas, roadways, utilities, test pits, pavement core locations, NAVAIDS and other structures or surface features within the survey limits.
  - d. Survey finish floor elevations for all hangars within the survey limits.
  - e. Survey the seal coat joint on the Apron between the pavement that received a seal coat in 2021 and old pavement to be reconstructed.

- f. The survey shall tie the Runway 8-26 centerline at each end and identify monuments, if present.
- g. Property line and boundary delineations are not included.
4. Engage the Oregon Utility Notification Center (“one call”) to request utility locates within the survey limits. The Surveyor will identify all locates identified in the “one call” request and include in the base map.
5. Surveyor will engage utility locate firm to denote on-airport private utilities within the survey limits, including the existing MIRL system, existing Runway 26 PAPI system, existing AWOS system, and existing Airport Beacon system and coordinate on-airport utility locations with the airport. The Surveyor will identify all locates identified and include in the base map. The anticipated utilities include the MIRL system, Runway 26 PAPI system, AWOS system, and Airport Beacon system. Century West will provide the Surveyor with available record drawings of these utilities.
6. Using the data collected from the topographic survey, develop a digital terrain model of the area surveyed in AutoCAD Civil 3D format.
7. Develop a contour map at a scale of 1”=50’ for use in the design. The contour interval shall be 0.5 feet.
8. All elevations shall be accurate to 0.04 feet on pavement and 0.10 feet off pavement.

### Task 2 Summary

Anticipated Schedule: June 2022-August 2022

Deliverables:

- AutoCAD Base Map (.dwg)

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

1. Solicit input from FAA Environmental Protection Specialist about required environmental scope. Prepare and provide project summary, pertinent past project environmental documentation, CIP data sheet, and scope exhibit for review.

This effort assumes the project will be categorically excluded and no further environmental documentation will be required.

#### **TASK 4 – GEOTECHNICAL INVESTIGATION**

No separate geotechnical investigation will be performed for this project. The Engineer will utilize past geotechnical investigations in the project vicinity which include the Apron Construction performed in 2018 and the Runway 8-26 Reconstruction performed in 2010.

#### **TASK 5 – PRELIMINARY DESIGN**

1. Review past mapping, plans, documents and other available information pertaining to the project.
2. Make recommendations and prepare the design for surface and subsurface drainage of the project area. Drainage features may include inlets, pipes, underdrains, ditches, swales, manholes and other appurtenances to provide site drainage.
3. Prepare a pavement section design for the Taxiway and Apron pavement. The basis of the pavement section design will be light aircraft (12,500 lbs design). Aircraft fleet information will be taken from forecasts developed in the Airport's 2015 Airport Master Plan.
4. Prepare up to (3) three Taxiway geometry alternatives for consideration by the OWNER and FAA.
5. Prepare Draft Taxiway geometry alternatives memo for OWNER and FAA review. Summarize alternatives and cost estimates for each alternative. Solicit feedback and approval from FAA prior to proceeding with 90% construction documents.
6. Finalize Taxiway geometry alternatives memo incorporating FAA and OWNER comments. Include final memo in the design report.
7. Prepare up to (3) three phasing alternatives for consideration by the OWNER.
8. Conduct (1) one meeting at the Airport with staff and potential stakeholders to discuss construction impacts and a preferred phasing alternative. The Project Manager will attend the meeting.

9. Prepare a preliminary construction phasing and safety plan (CSPP) and recommendations. Safety plan is to be reviewed by the FAA and OWNER. Solicit comments and incorporate into final form for approval by FAA. Final version shall be submitted via the OEAAA portal for approval a minimum of 45 days prior to bid opening.
10. Complete the Annual Uniform DBE Report and submit via online FAA Civil Rights portal. One submittal is anticipated for FY2022.
11. Prepare a NPDES 1200-C permit application and obtain the permit on behalf of OWNER. OWNER will pay all permit application and annual renewal fees.

An Environmental Cleanup Site Information (ECSI) number exists in the vicinity of the project area. As a result, it is anticipated consultation with the Oregon Department of Environmental Quality will be required to determine what mitigation will be needed as a part of construction.

12. The Project Manager and Senior Project Engineer will make one site visit and inspection when the project is approximately 75% complete and discuss progress with the OWNER.
13. Prepare preliminary quantity and construction estimates for the project. Up to 3 preliminary estimates will be made.
14. Prepare preliminary (90%) plans. The plan set is expected to consist of approximately 22 drawings and will include the following components:
  - Cover Sheet (1 Sheet)
  - Site & Survey Control Plan (1 Sheet)
  - Construction phasing/safety/work area plan and detail drawings to be incorporated into the construction plan set based on the recommendations from a previous task (3 Sheets)
  - Preliminary erosion control plan and details for construction (2 Sheets)
  - Demolition plan to depict civil and electrical items scheduled for removal (1 Sheet)
  - Apron Geometry Plan (1 Sheet)
  - Taxiway D Plan & Profile (1 Sheet)
  - Paving and Grading Plan (3 Sheets)

- Storm Drainage Plan (2 Sheets)
- Storm Drainage Details (2 Sheets)
- Pavement Marking Plan (1 Sheet)
- Pavement Marking Details (1 Sheet)
- Typical Section and Paving Details (1 Sheet)
- Reflector Layout Plan (1 Sheet)
- Cross Sections (1 Sheet)

15. Prepare an engineer's design report to the established FAA requirements.
16. Prepare 90% preliminary specifications manual using Advisory Circular 150/5370-10(latest edition), Standards for Specifying Construction of Airports. OWNER will provide contract boilerplate for consultant use in developing bidding documents. At the owner's request, Consultant's standard contract boilerplate will be used.

It is anticipated that the project bidding documents will be developed as a Base Bid with Additive Alternates, if necessary, so the work to be constructed can be matched with available project funding.

17. Provide up to five (5) sets of 90% preliminary contract documents (plans, specifications, design report, and cost estimate). A digital (PDF) copy will be sent to the FAA, one (1) hard copy will be sent to the Owner, and the Engineer will retain three (3) hard copies.
18. Solicit, receive, record and incorporate into the final form of the 90% preliminary contract documents, all comments provided by the OWNER and FAA. Hold a conference call with the FAA and Owner to discuss comments. Consultant will provide agenda, meeting minutes, and call-in number.

### Task 5 Summary

Anticipated Schedule: August 2022 through December 2022.

#### Deliverables:

- Taxiway Geometry Alternatives Memo (PDF)
- Phasing Alternatives (PDF)
- CSPP (PDF & Upload via OEAAA website)
- 90% Plans (Up to 5 hard copies)
- 90% Specifications (Up to 5 hard copies)

- 90% Design Report (Up to 5 hard copies)
- 90% Cost Estimate (Up to 5 hard copies)

## **TASK 6 – FINAL DESIGN**

1. Incorporate preliminary design comments and respond as necessary to requests for additional information.
2. Provide final design drawings (22 drawings).
3. Develop final specifications manual.
4. Complete final quantity calculations and prepare a detailed Engineer's estimate of construction costs for the project.
5. Print and bind up to 10 sets of contract documents for OWNER for use during bidding and construction. The Consultant will retain 5 sets of the plans for use during construction.
6. Submit final contract documents (plans, specifications, design report, and cost estimate) to OWNER and FAA for review and approval. One copy will be sent to the OWNER, and a digital (PDF) copy will be sent to the FAA.

### Task 6 Summary

Anticipated Schedule: January 2023 through February 2023

Deliverables:

- Final Plans (Up to 10 hard copies)
- Final Specifications (Up to 10 hard copies)
- Final Design Report (Up to 10 hard copies)
- Final Cost Estimate (Up to 10 hard copies)

## **TASK 7 – BIDDING SERVICES**

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

2. Assist in answering questions from potential bidders during the construction contract bidding process.
3. Prepare addenda as necessary to clarify bid documents. This scope assumes up to two addendums will be prepared and distributed. Any additional addenda will be considered additional work and may require a subsequent agreement.
4. Organize, attend, and conduct a pre-bid conference at the Airport. The Project Manager will attend the pre-bid conference.
5. Attend the bid opening at the Airport. The Project Manager will attend the bid opening.
6. Prepare bid analysis tabulation, recommendation of award to the FAA, and notice of award to the Contractor.
7. Prepare FAA grant application for construction and construction management services for OWNER signature and submittal to FAA.

### Task 7 Summary

Anticipated Schedule: February 2023-March 2023

Deliverables:

- Addenda, as necessary (PDF)
- Prebid Conference Agenda & Meeting Minutes (PDF)
- Bid Tab (PDF)
- Recommendation of Award Letter (PDF)
- FAA Grant Application (PDF)

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

1. Prepare final project records and closeout in accordance ANM-620-05, Standard Handout for Final Reports available at:

[https://www.faa.gov/airports/northwest\\_mountain/engineering/construction\\_resources/media/standard-handout-for-final-reports.zip](https://www.faa.gov/airports/northwest_mountain/engineering/construction_resources/media/standard-handout-for-final-reports.zip)

- Prepare administrative FAA forms, project close out, and OWNER certification forms for submittal to FAA by OWNER.
2. Assist the OWNER with the A-133 annual audit including finding appropriate project files and answering questions, as required.
  3. Assist the OWNER to update the 5-year FAA Capital Improvement Plan for submittal to the FAA.

### Task 8 Summary

Anticipated Schedule: April 2023-June 2023

Deliverables:

- Final Closeout Documentation (PDF)

PROJECT TITLE:		LEXINGTON AIRPORT-TAXIWAY D RECONSTRUCTION (DESIGN)											
CLIENT:		MORROW COUNTY											
JOB NUMBER:		12414.007.01											
2022 Rates		PRINCIPAL		SENIOR		STAFF		CADD					
PROJECT TASK		ENGR	MGR	ENGR	ENGR	TECH	CLER.	TOTAL	PROJECT				
		\$294.00	\$165.00	\$150.00	\$120.00	\$107.00	\$95.00	HRS	COST				
PHASE 1 - DESIGN, BIDDING, & PROJECT CLOSEOUT SERVICES													
Task 1 - Administration and Coordination													
Expenses													
Meal Days Hotel Nights Roundtrip													
1	Scope of Work	2	2				2	6	\$1,108.00	\$26,354.00			
2	Prepare IFE Materials			2				2	\$300.00				
3	Record of Negotiations			2				2	\$300.00				
4	Project Administration		24				24	48	\$6,240.00				
5	Pre-design Meeting (Teleconference)		4					4	\$660.00				
6	Coordinate Team and Subs		4	4			2	10	\$1,450.00				
7	Project Schedule		2	4				6	\$930.00				
8	Grant Application (Design)			2	4			6	\$780.00				
9	Sponsor Certification Forms			4				4	\$600.00				
10	Grant Reporting		4	8				12	\$1,860.00				
11	7460 Submittal			2	4			6	\$780.00				
12	Quarterly Performance Reports		6					6	\$990.00				
13	In House QAQC	24						24	\$7,056.00				
14	Airport Advisory Board Meetings (2 Meetings)		20					20	\$3,300.00		2	0	2
Task 2 - Design Surveying													
1	Surveying Site Visit						16	16	\$1,920.00	\$1,920.00	2	1	1
2-8	Surveying Field Work	Included as a Subconsultant Below											
Task 3 - Environmental Work													
1	Environmental Documentation		2		2			4	\$570.00	\$570.00			
Task 4 - Geotechnical Investigation Work													
No Geotechnical Investigation in Scope of Work													
Task 5 - Preliminary Design													
1	Review Prior Mapping and Plans			2	2			4	\$540.00	\$80,347.00			
2	Subsurface Drainage Design		8	16	16			40	\$5,640.00				
3	Pavement Section Design		2		4			6	\$810.00				
4	Geometry Alternatives (Up to 3)		4	8	16			28	\$3,780.00				
5	Geometry Alternatives Memo		8	4				12	\$1,920.00				
6	Finalize Geometry Alternatives Memo		1	2				3	\$465.00				
7	Phasing Alternatives (Up to 3)		2	4	12			18	\$2,370.00				
8	Phasing Meeting		10					18	\$1,650.00		1	0	1
9	Preliminary CSPP		2	4	16			22	\$2,850.00				
10	Annual DBE Uniform Report			1	2			3	\$390.00				
11	1200-C Permit		4	8	16			28	\$3,780.00				
12	75% Site Visit		10	10				20	\$3,150.00		2	0	1
13	Preliminary Quantities and Cost Estimate (Up to 3)		2	8	16			26	\$3,450.00				
14	90% Plans (22 Sheets)	4	24	60	120	100		308	\$39,236.00				
15	Preliminary Design Report		2	4	12			18	\$2,370.00				
16	90% Specifications Manual	4	8	24			8	44	\$6,856.00				
17	Print & Submit 90% Review Documents (5 Copies)						8	8	\$760.00				
18	Solicit and Receive 90% Comments		2					2	\$330.00				
Task 6 - Final Design													
\$13,322.00													
1	Incorporate Review Comments		4	8	8			20	\$2,820.00				
2	Final Construction Plans		4	8	16	16		44	\$5,492.00				
3	Final Specifications Manual		4	8			8	20	\$2,620.00				
4	Final Quantities and Cost Estimate			2	2			4	\$540.00				
5	Print 10 Sets						16	16	\$1,520.00				
6	Submit Final Contract Documents		2					2	\$330.00				
Task 7 - Bidding Services													
\$13,620.00													
1	Provide Advertisement				2			2	\$240.00				
2	Answer Questions During Bidding		8	8	8		2	26	\$3,670.00				
3	Prepare Addenda (Up to 2)		2	4	16		4	26	\$3,230.00				
4	Pre-bid Conference		10					10	\$1,650.00		1	0	1
5	Bid Opening		10					10	\$1,650.00		1	0	1
6	Bid Analysis		4		8			12	\$1,620.00				
7	FAA Grant Application (Construction)			4	8			12	\$1,560.00				
Task 8 - Project Closeout Services													
\$2,790.00													
1	Final Project Closeout		4	8					\$1,860.00				
2	A-133 Audit		1	2					\$465.00				
3	Update Airport CIP		1	2					\$465.00				
Labor Subtotal		34	211	237	326	116	74	970	\$138,923		9	1	7
EXPENSES:													
Travel:													
Cost Meal Ground Hotel R.T. Markup													
Per Unit Days Trips Nights Miles													
Lodging	\$125.00				1			1.0	\$125				
Mileage (Federal Rate)	\$0.56			7			436	1.0	\$1,709				
Meals	\$30.00	9						1.0	\$270				
Misc. expenses:													
PHOTO COPIES \$250													
TELEPHONE \$250													
POSTAGE \$500													
PRINTING & PLOTTING (15 Sets) \$1,000													
Sub-Consultants:													
1. Survey Subconsultant (John Thompson) \$18,000.00 1.0 \$18,000													
2.													
3.													
Subtotal - Expenses									\$4,104				
Subtotal - Subconsultants									\$18,000				
PHASE 1 - DESIGN, BIDDING, & PROJECT CLOSEOUT SERVICES									\$161,027				



# **Contract Provision Guidelines for Obligated Sponsors and Airport Improvement Program Projects**

## **Contents**

Record of Changes .....	2
Contract Guidance .....	4
1. Purpose of this Document .....	4
2. Sponsor Requirements.....	4
3. Typical Procurement Steps .....	5
4. Applicability Matrix for Contract Provisions .....	6
Appendix A – CONTRACT PROVISIONS .....	1
A1 ACCESS TO RECORDS AND REPORTS.....	1
A2 AFFIRMATIVE ACTION REQUIREMENT.....	2
A3 BREACH OF CONTRACT TERMS .....	5
A4 BUY AMERICAN PREFERENCE .....	6
A5 CIVIL RIGHTS - GENERAL .....	12
A6 CIVIL RIGHTS – TITLE VI ASSURANCE.....	14
A7 CLEAN AIR AND WATER POLLUTION CONTROL .....	24
A8 CONTRACT WORKHOURS AND SAFETY STANDARDS ACT REQUIREMENTS.....	25
A9 COPELAND “ANTI-KICKBACK” ACT .....	27
A10 DAVIS-BACON REQUIREMENTS.....	29
A11 DEBARMENT AND SUSPENSION.....	36
A12 DISADVANTAGED BUSINESS ENTERPRISE .....	38
A13 DISTRACTED DRIVING .....	41
A14 ENERGY CONSERVATION REQUIREMENTS .....	42
A15 DRUG FREE WORKPLACE REQUIREMENTS.....	43
A16 EQUAL EMPLOYEMENT OPPORTUNITY (EEO).....	44

A17	FEDERAL FAIR LABOR STANDARDS ACT (FEDERAL MINIMUM WAGE) .....	51
A18	LOBBYING AND INFLUENCING FEDERAL EMPLOYEES.....	52
A19	PROHIBITION of SEGREGATED FACILITIES.....	54
A20	OCCUPATIONAL SAFETY AND HEALTH ACT OF 1970 .....	56
A21	PROCUREMENT OF RECOVERED MATERIALS.....	57
A22	RIGHT TO INVENTIONS.....	59
A23	SEISMIC SAFETY.....	60
A24	TAX DELINQUENCY AND FELONY CONVICTIONS .....	62
A25	TERMINATION OF CONTRACT .....	64
A26	TRADE RESTRICTION CERTIFICATION .....	68
A27	VETERAN’S PREFERENCE .....	70

## RECORD OF CHANGES

No.	Date	Item	Change
1	1/29/2016	Entire Document	Re-structured document to enhance user understanding of use and applicability; added suggested provisions for “Termination for Cause”, “Recovered Materials”, “Seismic Safety”.
2	6/10/2016	Table 1	Distracted Driving: Updated “Dollar Threshold” to \$3,500 to reflect current micro-purchase threshold.
3	6/10/2016	A2, Affirmative Action	Update the reference to the Department of Labor online document to be “Participation Goals for Minority and Females”
4	6/10/2016	A12, Disadvantaged Business Enterprise	<p>A12.3: Changed Title to “Required Provisions”</p> <p>A12.3.1: Corrected starting timeframe for submitting written confirmation from “Owner Notice of Award” to “bid opening”</p> <p>A12.3.1: Provided two sets of last paragraphs to reflect change (7 days to 5 days) that occurs on December 31, 2016.</p> <p>A12.3.2: Moved Race/Gender Neutral language up and renamed heading to reflect text is solicitation language.</p> <p>A12.3.3: Moved and renamed contract clause information and clarified it is for prime contract covered by a DBE program.</p>
5	12/12/2017	Cover	Change title of document for clarity
6	12/12/2017	1. Purpose of this Document	Added clarifying text addressing purpose and limitations of this guidance.

No.	Date	Item	Change
			1.7-1.9: Added definitions of contract, applicant, bid
7	12/12/2017	2. Sponsor requirements	Added clarifying text addressing sponsor responsibilities.
8	12/12/2017	3. Typical Procurement Steps	Added clarifying text for typical procurement process steps.
9	12/12/2017	Table 1 – Applicability Matrix	Re-arranged table in alphabetic order. Added “Solicitation” column to address solicitation provisions Item I, Seismic Safety: Added Limited Application Added note on Airport Concessions Disadvantaged Business Enterprises
10	12/12/2017	All Clauses	Clarifying revisions made to applicability section.
11	12/12/2017	A5, Civil Rights - General	Rephrased General Civil Rights Provision to simplify language and to clarify duration of obligation for tenant/concessionaire/lessee
12	12/12/2017	A6.3.1 Civil Rights – Solicitations	Added sponsor must select either DBE or ACDBE
12	12/12/2017	A12, Disadvantaged Business Enterprise	The deadline to submit DBE confirmation of participation is now 5 days after bid opening or as a matter of bid responsiveness.  Updated DBE contract assurance (12.3.3) to match language of 49 CFR § 26.13
13	12/12/2017	A24, Tax Delinquency and Felony Conviction	New certification addressing contractor tax delinquency and felony conviction.
14	6/19/2018	6.2.1, Applicability of Title VI Solicitation Notice	For Title VI Clauses for Compliance with Nondiscrimination Requirements, change second sentence in second column to changed “are already subject to nondiscrimination requirements” to “are <b>not</b> already subject to nondiscrimination requirements”.
15	6/19/2018	A6.4.1, Title VI Clauses for Compliance with Nondiscrimination Requirements	In second item, changed “are already subject to nondiscrimination requirements” to “are <b>not</b> already subject to nondiscrimination requirements”.

# CONTRACT GUIDANCE

## 1. Purpose of this Document

- 1) The purpose of this document is to establish a convenient resource for Sponsors that consolidates all possible provisions and clauses into one document that includes an applicability matrix. This document itself does not create, revise or delete requirements for participation in the Airport Improvement Program. The source of requirements addressed within this document are identified within the section for each individual clause.
- 2) Federal laws and regulations require that an sponsor (a recipient of federal assistance) include specific clauses in certain contracts, solicitations, or specifications regardless of whether or not the project is federally funded.
- 3) The term **sponsor** is used in this document to mean either an obligated sponsor on a project that is not federally funded, or a sponsor on an AIP funded project.
- 4) The term **Owner** is generally used in the solicitation or contract clauses because of its common use in public contracts.
- 5) An Owner becomes an obligated sponsor upon acceptance of the Airport Improvement Program (AIP) grant assurances associated with current or prior AIP grant funded projects.
- 6) For purposes of determining requirements for contract provisions, the term **contract** includes subcontracts and supplier contracts such as purchase orders.
- 7) For purpose of remaining compliant with its obligations, a sponsor must incorporate applicable contract provisions in all its procurements and contract documents. Unless otherwise stated, these provisions flow down to subcontracts and sub-tier agreements.
- 8) The term **contractor** is understood to mean a contractor, subcontractor, or consultant; and means one who participates, through a contract or subcontract (at any tier).
- 9) The term **bid** is understood to mean a bid, an offer, or a proposal.
- 10) **Applicant:**
  - a. For the Equal Employment Opportunity (EEO) clause, the term **applicant** means an applicant for employment (whether or not the phrase, *for employment*, follows the word applicant or applicants).
  - b. For all other clauses, the term **applicant** means a bidder, offeror, or proposer for a contract.

## 2. Sponsor Requirements

In general, the sponsor must take the following actions in order to remain consistent with its obligations:

- 1) Include in its procurements the provisions that are applicable to its project.

- 2) Not incorporate the entire contract provisions guidelines in its solicitation or contract documents, whether by reference or by inclusion in whole. Incorporation of this entire guidance document creates potential for ambiguous interpretation and may lead to improper application that unnecessarily increases price. A sponsor that fails to properly incorporate applicable contract clauses may place themselves at risk for audit findings or denial of Federal funding.
- 3) Incorporate applicable contract provisions using mandatory language as required. The subheading entitled *Applicability* advises whether a particular clause or provision has mandatory language that a sponsor must use.
  - (a) Mandatory Language - Whenever a clause or provision has mandatory text, the sponsor must incorporate the text of the provision **without change**, except where specific adaptive input is necessary (e.g. such as the sponsor's name).
  - (b) No Mandatory Language Provided - For provisions without mandatory language, this guidance provides model language acceptable to the FAA. Some sponsors may already have standard procurement language that is equivalent to those federal provisions. In these cases, sponsors may use their existing standard procurement provision language provided the text meets the intent and purpose of the Federal law or regulation.
- 4) Require the contractor (including all subcontractors) to insert these contract provisions in each lower tier contract (e.g. subcontract or sub-agreement).
- 5) Require the contractor (including all subcontractors) to incorporate the applicable requirements of these contract provisions by reference for work done under any purchase orders, rental agreements and other agreements for supplies or services.
- 6) Require that the prime contractor be responsible for compliance with these contract provisions by any subcontractor, lower-tier subcontractor or service provider.
- 7) Verify that any required local or State provision does not conflict with or alter a Federal law or regulation.

### **3. Typical Procurement Steps**

The usual procurement steps in a project are:

- 1) Solicitation, Request for Bids or Request for Proposals – This is also called the Advertisement or Notice to Bidders.
- 2) Bidding or Accepting Proposals – In this stage, the bidders receive a complete set of the procurement documents, also known as the project manual. The project manual will typically include a copy of the solicitation, instructions-to-bidders, bid forms, certifications and representations, general provisions, contract conditions, copy of contract, project drawings, technical specifications and related project documents.
- 3) Bid/Proposal Evaluation – Period when Sponsor tabulates and reviews all proposals for bid responsiveness and bidder responsibility.
- 4) Award – Point when the Sponsor formally awards the contract to the successful bidder.

- 5) Execution of Contract – Point at which the Sponsor formally enters into a legally binding agreement to perform services or provide goods.

#### **4. Applicability Matrix for Contract Provisions**

[Table 1](#) summarizes the applicability of contract provisions based upon the type of contract or agreement. The dollar threshold represents the value at which, when equal to or exceeded, the sponsor must incorporate the provision in the contract or agreement.

Supplemental information addressing applicability and use for each provision is located in Appendix A. Appendix A and the Matrix include notes indicating when the sponsor may incorporate references in the **solicitation** in lieu of including the entire text.

**Meaning of cell values**

- Info – Sponsor has discretion on whether to include clause in its contracts.
- Limited – Provision with limited applicability depending on circumstances of the procurement.
- n/a – Provision that is not applicable for that procurement type.
- NIS – Provision that does not need to be included or referenced in the solicitation document
- REF – Provision to be incorporated into the solicitation by reference.
- REQD - Provision the sponsor must incorporate into procurement documents.

**Table 1 – Applicability of Provisions**

Provisions/Clauses	Dollar Threshold	Solicitation	Professional Services	Construction	Equipment	Property (Land)	Non-AIP Contracts
<a href="#">Access to Records and Reports</a>	\$ 0	NIS	REQD	REQD	REQD	REQD	n/a
<a href="#">Affirmative Action Requirement</a>	\$10,000	REQD	Limited	REQD	Limited	Limited	n/a
<a href="#">Breach of Contract</a>	\$150,000	NIS	REQD	REQD	REQD	REQD	n/a
<a href="#">Buy American Preferences</a>	\$ 0	REF	Limited	REQD	REQD	Limited	n/a
(1) <a href="#">Buy American Statement</a>	\$ 0	NIS	Limited	REQD	REQD	Limited	n/a
(2) <a href="#">BA – Total Facility</a>	\$ 0	NIS	Limited	REQD	REQD	Limited	n/a
(3) <a href="#">B.A. – Manufactured Product</a>	\$ 0	NIS	Limited	REQD	REQD	Limited	n/a
<a href="#">Civil Rights – General</a>	\$ 0	NIS	REQD	REQD	REQD	REQD	REQD
<a href="#">Civil Rights - Title VI Assurances</a>	\$ 0	REF	REQD	REQD	REQD	REQD	REQD
(1) <a href="#">Notice - Solicitation</a>	\$ 0	REQD	REQD	REQD	REQD	REQD	REQD
(2) <a href="#">Clause - Contracts</a>	\$ 0	NIS	REQD	REQD	REQD	REQD	REQD
(3) <a href="#">Clause – Transfer of U.S. Property</a>	\$ 0	NIS	n/a	n/a	n/a	Limited	REQD
(4) <a href="#">Clause – Transfer of Real Property</a>	\$ 0	NIS	n/a	n/a	n/a	REQD	REQD
(5) <a href="#">Clause - Construct/Use/Access to Real Property</a>	\$ 0	NIS	n/a	n/a	n/a	REQD	REQD
(6) <a href="#">List – Pertinent Authorities</a>	\$0	NIS	REQD	REQD	REQD	REQD	REQD
<a href="#">Clean Air/Water Pollution Control</a>	\$150,000	NIS	REQD	REQD	REQD	REQD	n/a
<a href="#">Contract Work Hours and Safety Standards</a>	\$100,000	NIS	Limited	REQD	Limited	Limited	n/a
<a href="#">Copeland Anti-Kickback</a>	\$ 2,000	NIS	Limited	REQD	Limited	Limited	n/a
<a href="#">Davis Bacon Requirements</a>	\$ 2,000	REF	Limited	REQD	Limited	Limited	n/a
<a href="#">Debarment and Suspension</a>	\$25,000	REF	REQD	REQD	REQD	Limited	n/a
<a href="#">Disadvantaged Business Enterprise</a>	\$ 0	REF	REQD	REQD	REQD	REQD	n/a
<a href="#">Distracted Driving</a>	\$3,500	NIS	REQD	REQD	REQD	REQD	n/a
<a href="#">Energy Conservation Requirements</a>	\$ 0	NIS	REQD	REQD	REQD	REQD	n/a
<a href="#">Equal Employment Opportunity</a>	\$10,000	NIS	Limited	REQD	Limited	Limited	n/a
(1) <a href="#">EEO Contract Clause</a>	\$10,000	NIS	Limited	REQD	Limited	Limited	n/a
(2) <a href="#">EEO Specification</a>	\$10,000	NIS	Limited	REQD	Limited	Limited	n/a
<a href="#">Federal Fair Labor Standards Act</a>	\$ 0	NIS	REQD	REQD	REQD	REQD	Info
<a href="#">Foreign Trade Restriction</a>	\$ 0	REF	REQD	REQD	REQD	REQD	n/a
<a href="#">Lobbying Federal Employees</a>	\$ 100,000	REF	REQD	REQD	REQD	REQD	n/a
<a href="#">Occupational Safety and Health Act</a>	\$ 0	NIS	REQD	REQD	REQD	REQD	Info
<a href="#">Prohibition of Segregated Facilities</a>	\$10,000	NIS	Limited	REQD	Limited	Limited	n/a
<a href="#">Recovered Materials</a>	\$10,000	REF	Limited	REQD	REQD	Limited	n/a
<a href="#">Rights to Inventions</a>	\$ 0	NIS	Limited	Limited	Limited	n/a	n/a
<a href="#">Seismic Safety</a>	\$ 0	NIS	Limited	Limited	Limited	n/a	n/a
<a href="#">Tax Delinquency and Felony Conviction</a>	\$ 0	NIS	REQD	REQD	REQD	REQD	n/a
<a href="#">Termination of Contract</a>	\$10,000	NIS	REQD	REQD	REQD	REQD	n/a
<a href="#">Veteran’s Preference</a>	\$ 0	NIS	REQD	REQD	REQD	REQD	n/a

**Airport Concessions Disadvantage Business Enterprise (ACDBE) Notes:**

1. Language relative to solicitation for ACDBEs does not need to be included in AIP funded solicitations, since in no case are concessions activities funded with federal funds.
2. Airport sponsors must include the appropriate Title VI language in their solicitation notices when they seek proposals for concessions.

## **APPENDIX A – CONTRACT PROVISIONS**

### **A1 ACCESS TO RECORDS AND REPORTS**

#### **A1.1 SOURCE**

2 CFR § 200.333

2 CFR § 200.336

FAA Order 5100.38

#### **A1.2 APPLICABILITY**

2 CFR § 200.333 requires a sponsor to retain records pertinent to a Federal award for a period of three years from submission of final closure documents. 2 CFR § 200.336 establishes that sponsors must provide Federal entities the right to access records pertinent to the Federal award. FAA policy extends these requirements to the sponsor's contracts and subcontracts of AIP funded projects.

**Contract Types** – The sponsor must include this provision in all contracts and subcontracts of AIP funded projects.

**Use of Provision** – No mandatory language provided. The following language is acceptable to the FAA with meeting the intent of this requirement. If the sponsor prefers to use different language, the sponsor's language must fully satisfy the requirements of §§ 200.333 and 200.336.

#### **A1.3 CONTRACT CLAUSE**

##### **ACCESS TO RECORDS AND REPORTS**

The Contractor must maintain an acceptable cost accounting system. The Contractor agrees to provide the Owner, the Federal Aviation Administration and the Comptroller General of the United States or any of their duly authorized representatives access to any books, documents, papers and records of the Contractor which are directly pertinent to the specific contract for the purpose of making audit, examination, excerpts and transcriptions. The Contractor agrees to maintain all books, records and reports required under this contract for a period of not less than three years after final payment is made and all pending matters are closed.

## **A2 AFFIRMATIVE ACTION REQUIREMENT**

### **A2.1 SOURCE**

41 CFR part 60-4

Executive Order 11246

### **A2.2 APPLICABILITY**

**Minority Participation.** Sponsors are required to set goals for minority participation in AIP funded projects exceeding \$10,000. The goals for minority participation derive from Economic Area (EA) and Standard Metropolitan Statistical Area (SMSA) as established in Volume 45 of the Federal Register dated 10/3/80. Page 65984 contains a table of all EAs and SMSAs and the associated minority participation goals.

To find the goals for minority participation, a sponsor must either refer to the Federal Register Notice or to the Department of Labor online document, "[Participation Goals for Minorities and Females](#)". EAs and SMSAs span state boundaries. A sponsor may have to refer to entries for adjacent states in order to locate the goal for the project location.

**Female Participation.** Executive Order 11246 has set a goal of 6.9% nationally for female participation for all construction projects. This value remains constant for all counties and states.

#### **Contract Types –**

*Construction* – The sponsor must incorporate this notice in all solicitations for bids or requests for proposals for AIP funded construction work contracts and subcontracts that exceed \$10,000. Construction work means construction, rehabilitation, alteration, conversion, extension, demolition or repair of buildings, highways or other changes or improvements to real property, including facilities providing utility services. The term also includes the supervision, inspection and other onsite functions incidental to the actual construction.

*Equipment* – The sponsor must incorporate this notice in any equipment project exceeding \$10,000 that involves installation of equipment onsite (e.g. electrical vault equipment). This provision does not apply to equipment acquisition projects where the manufacture of the equipment takes place offsite at a manufacturer's plant (e.g. firefighting and snow removal vehicles).

*Professional Services* – The sponsor must incorporate this notice in any professional service agreement if the professional services agreement includes tasks that meet the definition of construction work [as defined by the U.S. Department of Labor (DOL)] and exceeds \$10,000. Examples include installation of monitoring systems (e.g. noise, environmental, etc.).

*Property/Land* – The sponsor must incorporate this notice in any agreement associated with land acquisition if the agreement includes construction work (defined above) that exceeds \$10,000. Examples include demolition of structures or installation of boundary fencing.

**Use of Provision – MANDATORY TEXT.** The sponsor must:

- (a) Incorporate the text of this provision in its solicitations without modification.
- (b) Incorporate the applicable minority participation goal and the covered area by geographic name.
- (c) Not simply insert a reference to the 1980 Federal Register Notice.

### **A2.3 SOLICITATION CLAUSE**

#### **NOTICE OF REQUIREMENT FOR AFFIRMATIVE ACTION to ENSURE EQUAL EMPLOYMENT OPPORTUNITY**

1. The Offeror's or Bidder's attention is called to the "Equal Opportunity Clause" and the "Standard Federal Equal Employment Opportunity Construction Contract Specifications" set forth herein.
2. The goals and timetables for minority and female participation, expressed in percentage terms for the Contractor's aggregate workforce in each trade on all construction work in the covered area, are as follows:

#### **Timetables**

- Goals for minority participation for each trade: **2.1%**
- Goals for female participation in each trade: 6.9%

These goals are applicable to all of the Contractor's construction work (whether or not it is Federal or federally assisted) performed in the covered area. If the Contractor performs construction work in a geographical area located outside of the covered area, it shall apply the goals established for such geographical area where the work is actually performed. With regard to this second area, the Contractor also is subject to the goals for both its federally involved and non-federally involved construction.

The Contractor's compliance with the Executive Order and the regulations in 41 CFR Part 60-4 shall be based on its implementation of the Equal Opportunity Clause, specific affirmative action obligations required by the specifications set forth in 41 CFR 60-4.3(a) and its efforts to meet the goals. The hours of minority and female employment and training must be substantially uniform throughout the length of the contract, and in each trade, and the Contractor shall make a good faith effort to employ minorities and women evenly on each of its projects. The transfer of minority or female employees or trainees from Contractor to Contractor or from project to project for the sole purpose of meeting the Contractor's goals shall be a violation of the contract, the Executive Order and the regulations in 41 CFR Part 60-4. Compliance with the goals will be measured against the total work hours performed.

3. The Contractor shall provide written notification to the Director of the Office of Federal Contract Compliance Programs (OFCCP) within 10 working days of award of any construction subcontract in excess of \$10,000 at any tier for construction work under the contract resulting from this solicitation. The notification shall list the name, address, and telephone number of the subcontractor; employer identification number of the subcontractor; estimated dollar amount of the subcontract; estimated starting and completion dates of the subcontract; and the geographical area in which the subcontract is to be performed.

4. As used in this notice and in the contract resulting from this solicitation, the “covered area” is ***Lexington, Morrow County, Oregon.***

## **A3 BREACH OF CONTRACT TERMS**

### **A3.1 SOURCE**

2 CFR § 200 Appendix II(A)

### **A3.2 APPLICABILITY**

This provision requires sponsors to incorporate administrative, contractual or legal remedies if contractor violate or breach contract terms. The sponsor must also include appropriate sanctions and penalties.

**Contract Types** – This provision is required for all contracts that exceed the simplified acquisition threshold as stated in 2 CFR Part 200, Appendix II (A). This threshold is occasionally adjusted for inflation and is now equal to \$150,000.

**Use of Provision** – No mandatory language provided. The following language is acceptable to the FAA as meeting the intent of this requirement. If the sponsor uses different language, the sponsor’s language must fully satisfy the requirements of part 200. Select either “contractor” or “consultant” as applicable.

### **A3.3 CONTRACT CLAUSE**

#### **BREACH OF CONTRACT TERMS**

Any violation or breach of terms of this contract on the part of the [Consultant] or its subcontractors may result in the suspension or termination of this contract or such other action that may be necessary to enforce the rights of the parties of this agreement.

Owner will provide [Consultant] written notice that describes the nature of the breach and corrective actions the [Consultant] must undertake in order to avoid termination of the contract. Owner reserves the right to withhold payments to Contractor until such time the Contractor corrects the breach or the Owner elects to terminate the contract. The Owner’s notice will identify a specific date by which the [Consultant] must correct the breach. Owner may proceed with termination of the contract if the [Consultant] fails to correct the breach by the deadline indicated in the Owner’s notice.

The duties and obligations imposed by the Contract Documents and the rights and remedies available thereunder are in addition to, and not a limitation of, any duties, obligations, rights and remedies otherwise imposed or available by law.

## **A4 BUY AMERICAN PREFERENCE**

### **A4.1 SOURCE**

Title 49 USC § 50101

### **A4.2 APPLICABILITY**

The Buy American Preference requirement in 49 USC § 50101 requires that all steel and manufactured goods used on AIP projects be produced in the United States. The statute gives the FAA the ability to issue a waiver to a sponsor to use non-domestic material on an AIP funded project subject to meeting certain conditions. A sponsor may request that the FAA issue a waiver from the Buy American Preference requirements if the FAA finds that:

- 1) Applying the provision is not in the public interest;
- 2) The steel or manufactured goods are not available in sufficient quantity or quality in the United States;
- 3) The cost of components and subcomponents produced in the United States is more than 60 percent of the total components of a facility or equipment, and final assembly has taken place in the United States. Items that have an FAA standard specification item number (such as specific airport lighting equipment) are considered the equipment.
- 4) Applying this provision would increase the cost of the overall project by more than 25 percent.

**Timing of Waiver Requests.** Sponsors desiring a Type 1 or Type 2 waiver must submit their waiver requests *before* issuing a solicitation for bids or a request for proposal for a project.

The sponsor must submit Type 3 or Type 4 waiver requests *prior* to executing the contract. The FAA will generally not consider waiver requests after execution of the contract except where extraordinary and extenuating circumstances exist. The FAA cannot review waiver requests with incomplete information. Sponsors must assess the adequacy of the waiver request and associated information prior to forwarding a waiver request to the FAA for action.

**Buy American Conformance List.** The FAA Office of Airports maintains a listing of equipment that has received a nationwide waiver from the Buy American Preference requirements or that fully meet the Buy American requirements. The Nationwide Buy American Waiver List is available online at [www.faa.gov/airports/aip/buy\\_american/](http://www.faa.gov/airports/aip/buy_american/). Products listed on the Buy American Conformance list do not require additional submittal of domestic content information under a project specific Buy American Preference waiver.

**Facility Waiver Requests.** For construction of a facility, the sponsor may submit the waiver request after bid opening, but prior to contract execution. Examples of facility construction include terminal buildings, terminal renovation, and snow removal equipment buildings.

#### **Contract Types –**

*Construction and Equipment* – The sponsor must meet the Buy American Preference requirements of 49 USC § 50101 for all AIP funded projects that require steel or manufactured

goods. The Buy America requirements flow down from the sponsor to first tier contractors, who are responsible for ensuring that lower tier contractors and subcontractors are also in compliance.

Note: The Buy American Preference does not apply to equipment a contractor uses as a tool of its trade and which does not remain as part of the project.

*Professional Services* – Professional service agreements (PSAs) do not normally result in a deliverable that meets the definition of a manufactured product. However, the emergence of various project delivery methods has created situations where task deliverables under a PSA may include a manufactured product. If a PSA includes providing a manufactured good as a deliverable under the contract, the sponsor must include the Buy American Preference provision in the agreement.

*Property* – Most land transactions do not involve acquiring a manufactured product. However, under certain circumstances, a property acquisition project could result in the installation of a manufactured product. For example, the installation of property fencing, gates, doors and locks, etc. represent manufactured products acquired under an AIP funded land project that must comply with Buy American Preferences.

**Use of Provision** – No mandatory language provided. The following language is acceptable to the FAA and meets the intent of this requirement. If the sponsor uses different language, the sponsor’s revised language must fully comply with 49 USC § 50101.

There are two types of Buy American certifications. The sponsor must incorporate the appropriate “Certificate of Buy America Compliance” in the solicitation:

- Projects for a facility (buildings such as terminals, snow removal equipment (SRE) buildings, aircraft rescue and firefighting (ARFF) buildings, etc.) – Insert the Certificate of Compliance Based on Total Facility.
- Projects for non-facility development (non-building construction projects such as runway or roadway construction or equipment acquisition projects) – Insert the Certificate of Compliance Based on Equipment and Materials Used on the Project.

### **A4.3 SOLICITATION CLAUSE**

#### **A4.3.1 Buy American Preference Statement**

##### **BUY AMERICAN PREFERENCE**

The Contractor agrees to comply with 49 USC § 50101, which provides that Federal funds may not be obligated unless all steel and manufactured goods used in AIP funded projects are produced in the United States, unless the Federal Aviation Administration has issued a waiver for the product; the product is listed as an Excepted Article, Material Or Supply in Federal Acquisition Regulation subpart 25.108; or is included in the FAA Nationwide Buy American Waivers Issued list.

A bidder or offeror must complete and submit the Buy America certification included herein with their bid or offer. The Owner will reject as nonresponsive any bid or offer that does not include a completed Certificate of Buy American Compliance.

#### **A4.3.2 Certificate of Buy American Compliance – Total Facility**

##### **CERTIFICATE OF BUY AMERICAN COMPLIANCE FOR TOTAL FACILITY**

As a matter of bid responsiveness, the bidder or offeror must complete, sign, date, and submit this certification statement with its proposal. The bidder or offeror must indicate how it intends to comply with 49 USC § 50101 by selecting one of the following certification statements. These statements are mutually exclusive. Bidder must select one or the other (i.e. not both) by inserting a checkmark (✓) or the letter “X”.

- Bidder or offeror hereby certifies that it will comply with 49 USC § 50101 by:
- a) Only installing steel and manufactured products produced in the United States; or
  - b) Installing manufactured products for which the Federal Aviation Administration (FAA) has issued a waiver as indicated by inclusion on the current FAA Nationwide Buy American Waivers Issued listing; or
  - c) Installing products listed as an Excepted Article, Material or Supply in Federal Acquisition Regulation Subpart 25.108.

By selecting this certification statement, the bidder or offeror agrees:

- To provide to the Owner evidence that documents the source and origin of the steel and manufactured product.
- To faithfully comply with providing U.S. domestic products.
- To refrain from seeking a waiver request after establishment of the contract, unless extenuating circumstances emerge that the FAA determines justified.

- The bidder or offeror hereby certifies it cannot comply with the 100 percent Buy American Preferences of 49 USC § 50101(a) but may qualify for either a Type 3 or Type 4 waiver under 49 USC § 50101(b). By selecting this certification statement, the apparent bidder or offeror with the apparent low bid agrees:

- a) To submit to the Owner within 15 calendar days of the bid opening, a formal waiver request and required documentation that supports the type of waiver being requested.
- b) That failure to submit the required documentation within the specified timeframe is cause for a non-responsive determination that may result in rejection of the proposal.
- c) To faithfully comply with providing U.S. domestic products at or above the approved U.S. domestic content percentage as approved by the FAA.
- d) To furnish U.S. domestic product for any waiver request that the FAA rejects.
- e) To refrain from seeking a waiver request after establishment of the contract, unless extenuating circumstances emerge that the FAA determines justified.

#### **Required Documentation**

**Type 3 Waiver** – The cost of components and subcomponents produced in the United States is more than 60 percent of the cost of all components and subcomponents of the “facility”. The required documentation for a Type 3 waiver is:

- a) Listing of all manufactured products that are not comprised of 100 percent U.S. domestic content (excludes products listed on the FAA Nationwide Buy American Waivers Issued listing and products excluded by Federal Acquisition Regulation Subpart 25.108; products of unknown origin must be considered as non-domestic products in their entirety).
- b) Cost of non-domestic components and subcomponents, excluding labor costs associated with final assembly and installation at project location.
- c) Percentage of non-domestic component and subcomponent cost as compared to total “facility” component and subcomponent costs, excluding labor costs associated with final assembly and installation at project location.

**Type 4 Waiver** – Total cost of project using U.S. domestic source product exceeds the total project cost using non-domestic product by 25 percent. The required documentation for a Type 4 of waiver is:

- a) Detailed cost information for total project using U.S. domestic product
- b) Detailed cost information for total project using non-domestic product

**False Statements:** Per 49 USC § 47126, this certification concerns a matter within the jurisdiction of the Federal Aviation Administration and the making of a false, fictitious or fraudulent certification may render the maker subject to prosecution under Title 18, United States Code.

\_\_\_\_\_

Date

\_\_\_\_\_

Signature

\_\_\_\_\_

Company Name

\_\_\_\_\_

Title

### **A4.3.3 Certificate of Buy American Compliance – Manufactured Product**

#### **Certificate of Buy American Compliance for Manufactured Products**

As a matter of bid responsiveness, the bidder or offeror must complete, sign, date, and submit this certification statement with their proposal. The bidder or offeror must indicate how they intend to comply with 49 USC § 50101 by selecting one on the following certification statements. These statements are mutually exclusive. Bidder must select one or the other (not both) by inserting a checkmark (✓) or the letter “X”.

- Bidder or offeror hereby certifies that it will comply with 49 USC § 50101 by:
- a) Only installing steel and manufactured products produced in the United States;
  - b) Installing manufactured products for which the Federal Aviation Administration (FAA) has issued a waiver as indicated by inclusion on the current FAA Nationwide Buy American Waivers Issued listing; or
  - c) Installing products listed as an Excepted Article, Material or Supply in Federal Acquisition Regulation Subpart 25.108.

By selecting this certification statement, the bidder or offeror agrees:

1. To provide to the Owner evidence that documents the source and origin of the steel and manufactured product.
2. To faithfully comply with providing U.S. domestic product.
3. To furnish U.S. domestic product for any waiver request that the FAA rejects
4. To refrain from seeking a waiver request after establishment of the contract, unless extenuating circumstances emerge that the FAA determines justified.

- The bidder or offeror hereby certifies it cannot comply with the 100 percent Buy American Preferences of 49 USC § 50101(a) but may qualify for either a Type 3 or Type 4 waiver under 49 USC § 50101(b). By selecting this certification statement, the apparent bidder or offeror with the apparent low bid agrees:

1. To the submit to the Owner within 15 calendar days of the bid opening, a formal waiver request and required documentation that supports the type of waiver being requested.
2. That failure to submit the required documentation within the specified timeframe is cause for a non-responsive determination may result in rejection of the proposal.
3. To faithfully comply with providing U.S. domestic products at or above the approved U.S. domestic content percentage as approved by the FAA.
4. To refrain from seeking a waiver request after establishment of the contract, unless extenuating circumstances emerge that the FAA determines justified.

#### **Required Documentation**

**Type 3 Waiver** – The cost of the item components and subcomponents produced in the United States is more that 60 percent of the cost of all components and subcomponents of the “item”. The required documentation for a Type 3 waiver is:

- a) Listing of all product components and subcomponents that are not comprised of 100 percent U.S. domestic content (Excludes products listed on the FAA Nationwide Buy American Waivers Issued listing and products excluded by Federal Acquisition Regulation Subpart 25.108; products of unknown origin must be considered as non-domestic products in their entirety).
- b) Cost of non-domestic components and subcomponents, excluding labor costs associated with final assembly at place of manufacture.
- c) Percentage of non-domestic component and subcomponent cost as compared to total “item” component and subcomponent costs, excluding labor costs associated with final assembly at place of manufacture.

**Type 4 Waiver** – Total cost of project using U.S. domestic source product exceeds the total project cost using non-domestic product by 25 percent. The required documentation for a Type 4 of waiver is:

- a) Detailed cost information for total project using U.S. domestic product
- b) Detailed cost information for total project using non-domestic product

**False Statements:** Per 49 USC § 47126, this certification concerns a matter within the jurisdiction of the Federal Aviation Administration and the making of a false, fictitious or fraudulent certification may render the maker subject to prosecution under Title 18, United States Code.

\_\_\_\_\_

Date

\_\_\_\_\_

Signature

\_\_\_\_\_

Company Name

\_\_\_\_\_

Title

## **A5 CIVIL RIGHTS - GENERAL**

### **A5.1 SOURCE**

49 USC § 47123

### **A5.2 APPLICABILITY**

There are two separate civil rights provisions that apply to projects:

1. FAA General Civil Rights Provision and,
2. Title VI provisions, which are addressed in Appendix A6.

**Contract Types** – The General Civil Rights Provisions found in 49 USC § 47123, derived from the Airport and Airway Improvement Act of 1982, Section 520, apply to all sponsor contracts *regardless* of funding source.

**Use of Provision – MANDATORY TEXT.** There are two separate general civil rights provisions —one that is used for contracts, and one that is used for lease agreements or transfer agreements. The sponsor must incorporate the text of the appropriate provision without modification into the contract, or the lease or transfer agreement.

### **A5.3 CONTRACT CLAUSE (Use the Correct Clause for the Situation)**

#### **A5.3.1 Clause that is used for Contracts**

##### **GENERAL CIVIL RIGHTS PROVISIONS**

The Contractor agrees to comply with pertinent statutes, Executive Orders and such rules as are promulgated to ensure that no person shall, on the grounds of race, creed, color, national origin, sex, age, or disability be excluded from participating in any activity conducted with or benefiting from Federal assistance.

This provision binds the Contractor and subcontractors from the bid solicitation period through the completion of the contract. This provision is in addition to that required by Title VI of the Civil Rights Act of 1964.

#### **A5.3.2 Clause that is used for Lease Agreements or Transfer Agreements**

##### **GENERAL CIVIL RIGHTS PROVISIONS**

The (tenant/concessionaire/lessee) agrees to comply with pertinent statutes, Executive Orders and such rules as are promulgated to ensure that no person shall, on the grounds of race, creed, color, national origin, sex, age, or disability be excluded from participating in any activity conducted with or benefiting from Federal assistance. If the (tenant/concessionaire/lessee) transfers its obligation to another, the transferee is obligated in the same manner as the (tenant/concessionaire/lessor).

This provision obligates the (tenant/concessionaire/lessee) for the period during which the property is owned, used or possessed by the (tenant/concessionaire/lessee) and the airport remains obligated to the

Federal Aviation Administration. This provision is in addition to that required by Title VI of the Civil Rights Act of 1964.

## A6 CIVIL RIGHTS – TITLE VI ASSURANCE

### A6.1 SOURCE

49 USC § 47123

FAA Order 1400.11

### A6.2 APPLICABILITY

Title VI of the Civil Rights Act of 1964, as amended, (Title VI) prohibits discrimination on the grounds of race, color, or national origin under any program or activity receiving Federal financial assistance. Sponsors must include appropriate clauses from the Standard DOT Title VI Assurances in all contracts and solicitations.

The text of each individual clause comes from the U.S. Department of Transportation [Order DOT 1050.2](#), Standard Title VI Assurances and Nondiscrimination Provisions, effective April 24, 2013. These assurances require that the Recipient (the sponsor) insert the appropriate clauses in the form provided by the DOT. Where the clause refers to the applicable activity, project, or program, it means the AIP project.

The clauses are as follows:

#### A6.2.1 Applicability of Title VI Solicitation Notice

Contract Clause	The Sponsor must include the contract clause in:	Clause Text is Included in Paragraph
Title VI Solicitation Notice – <ul style="list-style-type: none"><li>Assurance 2 of the DOT Standard Title VI Assurances and Nondiscrimination Clauses</li><li>Assurance 30d of the Airport Sponsor Assurances</li></ul>	<ol style="list-style-type: none"><li>All AIP funded solicitations for bids, requests for proposals, or any work subject to Title VI regulations; and</li><li>All sponsor proposals for negotiated agreements <b>regardless of funding source</b>.</li></ol>	A6.3.1
Title VI Clauses for Compliance with Nondiscrimination Requirements <ul style="list-style-type: none"><li>Assurance 3 of the DOT Standard Title VI Assurances and Nondiscrimination Clauses</li><li>Assurance 30e.1 of the Airport Sponsor Assurances</li></ul>	Every contract or agreement (unless the sponsor has determined, and the FAA concurs, that the contract or agreement is not subject to the Nondiscrimination Acts and Authorities)  It has been determined that service contracts with utility companies that are not already subject to nondiscrimination requirements must include this clause.	A6.4.1

Contract Clause	The Sponsor must include the contract clause in:	Clause Text is Included in Paragraph
<p>Title VI Required Clause for Property Interests Transferred from the United States</p> <ul style="list-style-type: none"> <li>Assurance 4 of the DOT Standard Title VI Assurances and Nondiscrimination Clauses</li> <li>Assurance 30e.3 of the Airport Sponsor Assurances</li> </ul>	<p>As a covenant running with the land, in any deed from the United States effecting or recording a transfer of real property, structures, use, or improvements thereon or interest therein to a sponsor.</p> <p>This is a rare occurrence and it will be the responsibility of the United States government to include the clause in the contract.</p>	<p>A6.4.2</p>
<p>Title VI Required Clause for Transfer of Real Property Acquired or Improved Under the Activity, Facility or Program –</p> <ul style="list-style-type: none"> <li>Assurance 5 of the DOT Standard Title VI Assurances and Nondiscrimination Clauses</li> <li>Assurance 30e.4a of the Airport Sponsor Assurances</li> </ul>	<p>As a covenant running with the land, in any future deeds, leases, licenses, permits, or similar instruments entered into by the sponsor with other parties for all transfers of real property acquired or improved under Airport Improvement Program</p> <p>This applies to agreements such as leases where a physical portion of the airport is transferred for use, for example a fuel farm, apron space, or a parking facility.</p>	<p>A6.4.3</p>
<p>Clause for Construction/Use/Access to Real Property Acquired Under the Activity, Facility or Program</p> <ul style="list-style-type: none"> <li>Assurance 6 of the DOT Standard Title VI Assurances and Nondiscrimination Clauses</li> <li>Assurance 30e.4b of the Airport Sponsor Assurances</li> </ul>	<p>In any future (deeds, leases, licenses, permits, or similar instruments) entered into by the sponsor with other parties for the construction or use of, or access to, space on, over, or under real property acquired or improved under Airport Improvement Program</p> <p>This applies to agreements such as leases of concession space in a terminal.</p>	<p>A6.4.4</p>
<p>Title VI List of Pertinent Nondiscrimination Acts and Authorities</p> <ul style="list-style-type: none"> <li>Assurance 3 of the DOT Standard Title VI Assurances and Nondiscrimination Clauses</li> <li>Assurance 30e.2 of the Airport Sponsor Assurances</li> </ul>	<p>Insert this list in every contract or agreement, unless the sponsor has determined, and the FAA concurs, that the contract or agreement is not subject to the Nondiscrimination Acts and Authorities.</p> <p><b>This list can be omitted if the FAA has determined that the contractor or company is already subject to nondiscrimination requirements.</b></p>	<p>A6.4.5</p>

### **A6.3 SOLICITATION CLAUSE**

**The sponsor must include this clause in:**

- 1) All AIP funded solicitations for bids, requests for proposals, or any work subject to Title VI regulations; and
- 2) All sponsor proposals for negotiated agreements **regardless of funding source.**

#### **A6.3.1 Title VI Solicitation Notice**

**Title VI Solicitation Notice:**

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

## A6.4 CONTRACT CLAUSES

### A6.4.1 Title VI Clauses for Compliance with Nondiscrimination Requirements

The sponsor must include this contract clause in:

- 1) Every contract or agreement (unless the sponsor has determined, and the FAA concurs, that the contract or agreement is not subject to the Nondiscrimination Acts and Authorities); and
- 2) Service contracts with utility companies that are not already subject to nondiscrimination requirements.

#### **Compliance with Nondiscrimination Requirements:**

During the performance of this contract, the Contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the “Contractor”), agrees as follows:

1. **Compliance with Regulations:** The Contractor (hereinafter includes consultants) will comply with the Title VI List of Pertinent Nondiscrimination Acts and Authorities, as they may be amended from time to time, which are herein incorporated by reference and made a part of this contract.
2. **Nondiscrimination:** The Contractor, with regard to the work performed by it during the contract, will not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The Contractor will not participate directly or indirectly in the discrimination prohibited by the Nondiscrimination Acts and Authorities, including employment practices when the contract covers any activity, project, or program set forth in Appendix B of 49 CFR part 21.
3. **Solicitations for Subcontracts, including Procurements of Materials and Equipment:** In all solicitations, either by competitive bidding or negotiation made by the Contractor for work to be performed under a subcontract, including procurements of materials, or leases of equipment, each potential subcontractor or supplier will be notified by the Contractor of the contractor’s obligations under this contract and the Nondiscrimination Acts and Authorities on the grounds of race, color, or national origin.
4. **Information and Reports:** The Contractor will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the sponsor or the Federal Aviation Administration to be pertinent to ascertain compliance with such Nondiscrimination Acts and Authorities and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish the information, the Contractor will so certify to the sponsor or the Federal Aviation Administration, as appropriate, and will set forth what efforts it has made to obtain the information.
5. **Sanctions for Noncompliance:** In the event of a Contractor’s noncompliance with the non-discrimination provisions of this contract, the sponsor will impose such contract sanctions as it or the Federal Aviation Administration may determine to be appropriate, including, but not limited to:

- a. Withholding payments to the Contractor under the contract until the Contractor complies; and/or
  - b. Cancelling, terminating, or suspending a contract, in whole or in part.
6. **Incorporation of Provisions:** The Contractor will include the provisions of paragraphs one through six in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Acts, the Regulations, and directives issued pursuant thereto. The Contractor will take action with respect to any subcontract or procurement as the sponsor or the Federal Aviation Administration may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if the Contractor becomes involved in, or is threatened with litigation by a subcontractor, or supplier because of such direction, the Contractor may request the sponsor to enter into any litigation to protect the interests of the sponsor. In addition, the Contractor may request the United States to enter into the litigation to protect the interests of the United States.

#### **A6.4.2 Title VI Clauses for Deeds Transferring United States Property**

This is a rare occurrence, and it will be the responsibility of the United States government to include the clause in the contract. It will be included as a covenant running with the land, in any deed from the United States effecting or recording a transfer of real property, structures, use, or improvements thereon or interest therein to a sponsor.

#### **CLAUSES FOR DEEDS TRANSFERRING UNITED STATES PROPERTY**

The following clauses will be included in deeds effecting or recording the transfer of real property, structures, or improvements thereon, or granting interest therein from the United States pursuant to the provisions of the Airport Improvement Program grant assurances.

**NOW, THEREFORE**, the Federal Aviation Administration as authorized by law and upon the condition that the (*Title of Sponsor*) will accept title to the lands and maintain the project constructed thereon in accordance with (*Name of Appropriate Legislative Authority*), for the (**Airport Improvement Program or other program for which land is transferred**), and the policies and procedures prescribed by the Federal Aviation Administration of the U.S. Department of Transportation in accordance and in compliance with all requirements imposed by Title 49, Code of Federal Regulations, U.S. Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Non-discrimination in Federally-assisted programs of the U.S. Department of Transportation pertaining to and effectuating the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252; 42 USC § 2000d to 2000d-4), does hereby remise, release, quitclaim and convey unto the (*Title of Sponsor*) all the right, title and interest of the U.S. Department of Transportation/Federal Aviation Administration in and to said lands described in (*Exhibit A attached hereto or other exhibit describing the transferred property*) and made a part hereof.

#### **(HABENDUM CLAUSE)**

**TO HAVE AND TO HOLD** said lands and interests therein unto (*Title of Sponsor*) and its successors forever, subject, however, to the covenants, conditions, restrictions and reservations herein contained as follows, which will remain in effect for the period during which the real property or structures are used for a purpose for which Federal financial assistance is extended or for another purpose involving the provision of similar services or benefits and will be binding on the (*Title of Sponsor*), its successors and assigns.

The (*Title of Sponsor*), in consideration of the conveyance of said lands and interests in lands, does hereby covenant and agree as a covenant running with the land for itself, its successors and assigns, that (1) no person will on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination with regard to any facility located wholly or in part on, over, or under such lands hereby conveyed [,] [and]\* (2) that the (*Title of Sponsor*) will use the lands and interests in lands and interests in lands so conveyed, in compliance with all requirements imposed by or pursuant to Title 49, Code of Federal Regulations, U.S. Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Non-discrimination in Federally-assisted programs of the U.S. Department of Transportation, Effectuation of Title VI of the Civil Rights Act of 1964, and as said Regulations and Acts may be amended[, and (3) that in the event of breach of any of the above-mentioned nondiscrimination conditions, the Department will have a right to enter or re-enter said lands and facilities on said land, and that above described land and facilities will thereon revert to and vest in and become the absolute property of the Federal Aviation Administration and its assigns as such interest existed prior to this instruction].\*

(\*Reverter clause and related language to be used only when it is determined that such a clause is necessary in order to make clear the purpose of Title VI.)

#### **A6.4.3 Title VI Clauses for Transfer of Real Property Acquired or Improved Under the Activity, Facility, or Program**

This applies to agreements such as leases where a physical portion of the airport is transferred for use—for example a fuel farm, apron space, or a parking facility—and will be included as a covenant running with the land, in any future deeds, leases, licenses, permits, or similar instruments entered into by the sponsor with other parties for all transfers of real property acquired or improved under the Airport Improvement Program.

#### **CLAUSES FOR TRANSFER OF REAL PROPERTY ACQUIRED OR IMPROVED UNDER THE AIRPORT IMPROVEMENT PROGRAM**

The following clauses will be included in (deeds, licenses, leases, permits, or similar instruments) entered into by the (*Title of Sponsor*) pursuant to the provisions of the Airport Improvement Program grant assurances.

- A. The (grantee, lessee, permittee, etc. as appropriate) for himself/herself, his/her heirs, personal representatives, successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree [in the case of deeds and leases add “as a covenant running with the land”] that:
  1. In the event facilities are constructed, maintained, or otherwise operated on the property described in this (deed, license, lease, permit, etc.) for a purpose for which a Federal Aviation Administration activity, facility, or program is extended or for another purpose involving the provision of similar services or benefits, the (grantee, licensee, lessee, permittee, etc.) will maintain and operate such facilities and services in compliance with all requirements imposed by the Nondiscrimination Acts and Regulations listed in the Pertinent List of Nondiscrimination Authorities (as may be amended) such that no person on the grounds of race, color, or national origin, will be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of said facilities.
- B. With respect to licenses, leases, permits, etc., in the event of breach of any of the above Nondiscrimination covenants, (*Title of Sponsor*) will have the right to terminate the (lease,

license, permit, etc.) and to enter, re-enter, and repossess said lands and facilities thereon, and hold the same as if the (lease, license, permit, etc.) had never been made or issued.\*

- C. With respect to a deed, in the event of breach of any of the above Nondiscrimination covenants, the (*Title of Sponsor*) will have the right to enter or re-enter the lands and facilities thereon, and the above described lands and facilities will there upon revert to and vest in and become the absolute property of the (*Title of Sponsor*) and its assigns.\*

(\*Reverter clause and related language to be used only when it is determined that such a clause is necessary to make clear the purpose of Title VI.)

#### **A6.4.4 Title VI Clauses for Construction/Use/Access to Real Property Acquired Under the Activity, Facility or Program**

This applies to agreements such as leases of concession space in a terminal and any future deeds, leases, licenses, permits, or similar instruments entered into by the sponsor with other parties for the construction or use of, or access to, space on, over, or under real property acquired or improved under the Airport Improvement Program.

##### **CLAUSES FOR CONSTRUCTION/USE/ACCESS TO REAL PROPERTY ACQUIRED UNDER THE ACTIVITY, FACILITY OR PROGRAM**

The following clauses will be included in deeds, licenses, permits, or similar instruments/agreements entered into by (*Title of Sponsor*) pursuant to the provisions of the Airport Improvement Program grant assurances.

- A. The (grantee, licensee, permittee, etc., as appropriate) for himself/herself, his/her heirs, personal representatives, successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree (in the case of deeds and leases add, “as a covenant running with the land”) that (1) no person on the ground of race, color, or national origin, will be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of said facilities, (2) that in the construction of any improvements on, over, or under such land, and the furnishing of services thereon, no person on the ground of race, color, or national origin, will be excluded from participation in, denied the benefits of, or otherwise be subjected to discrimination, (3) that the (grantee, licensee, lessee, permittee, etc.) will use the premises in compliance with all other requirements imposed by or pursuant to the List of discrimination Acts And Authorities.
- B. With respect to (licenses, leases, permits, etc.), in the event of breach of any of the above nondiscrimination covenants, (*Title of Sponsor*) will have the right to terminate the (license, permit, etc., as appropriate) and to enter or re-enter and repossess said land and the facilities thereon, and hold the same as if said (license, permit, etc., as appropriate) had never been made or issued.\*
- C. With respect to deeds, in the event of breach of any of the above nondiscrimination covenants, (*Title of Sponsor*) will there upon revert to and vest in and become the absolute property of (*Title of Sponsor*) and its assigns.\*

(\*Reverter clause and related language to be used only when it is determined that such a clause is necessary to make clear the purpose of Title VI.)

#### **A6.4.5 Title VI List of Pertinent Nondiscrimination Acts and Authorities**

Insert this list in every contract or agreement, unless the sponsor has determined and the FAA concurs, that the contract or agreement is not subject to the Nondiscrimination Acts and Authorities. This list can be omitted if the FAA has determined that the contractor or company is already subject to nondiscrimination requirements.

##### **Title VI List of Pertinent Nondiscrimination Acts and Authorities**

During the performance of this contract, the Contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the “Contractor”) agrees to comply with the following non-discrimination statutes and authorities; including but not limited to:

- Title VI of the Civil Rights Act of 1964 (42 USC § 2000d *et seq.*, 78 stat. 252) (prohibits discrimination on the basis of race, color, national origin);
- 49 CFR part 21 (Non-discrimination in Federally-assisted programs of the Department of Transportation—Effectuation of Title VI of the Civil Rights Act of 1964);
- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 USC § 4601) (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- Section 504 of the Rehabilitation Act of 1973 (29 USC § 794 *et seq.*), as amended (prohibits discrimination on the basis of disability); and 49 CFR part 27;
- The Age Discrimination Act of 1975, as amended (42 USC § 6101 *et seq.*) (prohibits discrimination on the basis of age);
- Airport and Airway Improvement Act of 1982 (49 USC § 471, Section 47123), as amended (prohibits discrimination based on race, creed, color, national origin, or sex);
- The Civil Rights Restoration Act of 1987 (PL 100-209) (broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, the Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms “programs or activities” to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not);
- Titles II and III of the Americans with Disabilities Act of 1990, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 USC §§ 12131 – 12189) as implemented by U.S. Department of Transportation regulations at 49 CFR parts 37 and 38;
- The Federal Aviation Administration’s Nondiscrimination statute (49 USC § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);
- Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures nondiscrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations;
- Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100);

- Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 USC 1681 et seq).

## **A7 CLEAN AIR AND WATER POLLUTION CONTROL**

### **A7.1 SOURCE**

2 CFR § 200, Appendix II(G)

### **A7.2 APPLICABILITY**

**Contract Types** – This provision is required for all contracts and lower tier contracts that exceed \$150,000.

**Use of Provision** – No mandatory language provided. The following language is acceptable to the FAA and meets the intent of this requirement. If the sponsor uses different language, the sponsor's language must fully satisfy the requirements of Appendix II to 2 CFR §200.

### **A7.3 CONTRACT CLAUSE**

#### **CLEAN AIR AND WATER POLLUTION CONTROL**

Contractor agrees to comply with all applicable standards, orders, and regulations issued pursuant to the Clean Air Act (42 USC § 740-7671q) and the Federal Water Pollution Control Act as amended (33 USC § 1251-1387). The Contractor agrees to report any violation to the Owner immediately upon discovery. The Owner assumes responsibility for notifying the Environmental Protection Agency (EPA) and the Federal Aviation Administration.

Contractor must include this requirement in all subcontracts that exceeds \$150,000.

## **A8 CONTRACT WORKHOURS AND SAFETY STANDARDS ACT REQUIREMENTS**

### **A8.1 SOURCE**

2 CFR § 200, Appendix II(E)

### **A8.2 APPLICABILITY**

Contract Workhours and Safety Standards Act Requirements (CWHSSA) requires contractors and subcontractors on covered contracts to pay laborers and mechanics employed in the performance of the contracts one and one-half times their basic rate of pay for all hours worked over 40 in a workweek. CWHSSA prohibits unsanitary, hazardous, or dangerous working conditions on federally assisted projects. The Wage and Hour Division (WHD) within the U.S. Department of Labor (DOL) enforces the compensation requirements of this Act, while DOL's Occupational Safety and Health Administration (OSHA) enforces the safety and health requirements

#### **Contract Types –**

*Construction* – This provision applies to all contracts and lower tier contracts that exceed \$100,000, and employ laborers, mechanics, watchmen, and guards.

*Equipment* – This provision applies to any equipment project exceeding \$100,000 that involves installation of equipment onsite (e.g. electrical vault equipment). This provision does not apply to equipment acquisition projects where the manufacture of the equipment takes place offsite at the vendor plant (e.g. ARFF and SRE vehicles).

*Professional Services* – This provision applies to professional service agreements that exceed \$100,000 and employs laborers, mechanics, watchmen, and guards. This includes members of survey crews and exploratory drilling operations.

*Property* – While most land transactions do not involve employment of laborers, mechanics, watchmen, and guards, under certain circumstances, a property acquisition project could require such employment. Examples include the installation of property fencing or testing for environmental contamination

**Use of Provision – MANDATORY TEXT.** Sponsors must incorporate this text without modification.

### **A8.3 CONTRACT CLAUSE**

#### **CONTRACT WORKHOURS AND SAFETY STANDARDS ACT REQUIREMENTS**

##### **1. Overtime Requirements.**

No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic, including watchmen and guards, in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a

rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

## 2. Violation; Liability for Unpaid Wages; Liquidated Damages.

In the event of any violation of the clause set forth in paragraph (1) of this clause, the Contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (1) of this clause, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (1) of this clause.

## 3. Withholding for Unpaid Wages and Liquidated Damages.

The Federal Aviation Administration (FAA) or the Owner shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (2) of this clause.

## 4. Subcontractors.

The Contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraphs (1) through (4) and also a clause requiring the subcontractor to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (1) through (4) of this clause.

## **A9 COPELAND “ANTI-KICKBACK” ACT**

### **A9.1 SOURCE**

2 CFR § 200, Appendix II(D)

29 CFR Parts 3 and 5

### **A9.2 APPLICABILITY and PURPOSE**

The Copeland (Anti-Kickback) Act (18 USC 874 and 40 USC 3145) makes it unlawful to induce by force, intimidation, threat of dismissal from employment, or by any other manner, any person employed in the construction or repair of public buildings or public works, financed in whole or in part by the United States, to give up any part of the compensation to which that person is entitled under a contract of employment. The Copeland Act also requires each contractor and subcontractor to furnish weekly a statement of compliance with respect to the wages paid each employee during the preceding week.

#### **Contract Types –**

*Construction* – This provision applies to all construction contracts and subcontracts financed under the AIP that exceed \$2,000.

*Equipment* – This provision applies to all equipment installation projects (e.g. electrical vault improvements) financed under the AIP that exceed \$2,000. This provision does not apply to equipment acquisitions where the equipment is manufactured at the vendor’s plant (e.g. SRE and ARFF vehicles).

*Professional Services* –The emergence of different project delivery methods has created situations where Professional Service Agreements (PSAs) include tasks that meet the definition of construction, alteration, or repair as defined in 29 CFR Part 5. If such tasks result in work that qualifies as construction, alteration, or repair and it exceeds \$2,000, the PSA must incorporate the Copeland Anti-kickback provision.

*Property* –Ordinarily, land acquisition projects would not involve employment of laborers or mechanics and thus the Copeland Anti-Kickback provision would not apply. However, land projects that involve installation of boundary fencing and demolition of structures would involve laborers and mechanics. The sponsor must include this provision if the land acquisition project involves employment of laborers or mechanics for a contract exceeding \$2,000.

**Use of Provision – MANDATORY TEXT.** 29 CFR Part 5 establishes specific language a sponsor must use in construction contracts. The sponsor may not make any modification to the standard language. Architectural/Engineering (A/E) firms that employ laborers and mechanics on a task that meets the definition of construction, alteration, or repair are acting as a contractor. The sponsor may not substitute the term “contractor” for “consultant” in such instances.

### **A9.3 CONTRACT CLAUSE**

#### **COPELAND “ANTI-KICKBACK” ACT**

Contractor must comply with the requirements of the Copeland “Anti-Kickback” Act (18 USC 874 and 40 USC 3145), as supplemented by Department of Labor regulation 29 CFR part 3. Contractor and subcontractors are prohibited from inducing, by any means, any person employed on the project to give up any part of the compensation to which the employee is entitled. The Contractor and each Subcontractor must submit to the Owner, a weekly statement on the wages paid to each employee performing on covered work during the prior week. Owner must report any violations of the Act to the Federal Aviation Administration.

## **A10 DAVIS-BACON REQUIREMENTS**

### **A10.1 SOURCE**

2 CFR § 200, Appendix II(D)

29 CFR Part 5

### **A10.2 APPLICABILITY**

The Davis-Bacon Act ensures that laborers and mechanics employed under the contract receive pay no less than the locally prevailing wages and fringe benefits as determined by the Department of Labor.

#### **Contract Types –**

*Construction* – Incorporate into all construction contracts and subcontracts that exceed \$2,000 and include funding from the AIP.

*Equipment* – This provision applies to all equipment installation projects (e.g. electrical vault improvements) financed under the AIP that exceed \$ 2, 000. This provision does not apply to equipment acquisitions where the equipment is manufactured at the vendor’s plant (e.g. SRE and ARFF vehicles)

*Professional Services* – The emergence of different project delivery methods has created situations where Professional Service Agreements (PSAs) includes tasks that meet the definition of construction, alteration, or repair as defined in 29 CFR Part 5. If such tasks result in work that qualifies as construction, alteration, or repair and it exceeds \$2,000, the PSA must incorporate this clause.

*Property* – Ordinarily, land acquisition projects would not involve employment of laborers or mechanics and thus the provision would not apply. However, land projects that involve installation of boundary fencing and demolition of structures would involve laborers and mechanics. The sponsor must include this provision if the land acquisition project involves employment of laborers or mechanics for a contract exceeding \$2,000.

*Fencing Projects* – Fencing projects that exceed \$2,000 must include this provision.

**Use of Provision – MANDATORY TEXT.** 29 CFR part 5 establishes specific language a sponsor must use. The sponsor may not make any modification to the standard language. A/E firms that employ laborers and mechanics on a task that meets the definition of construction, alteration, or repair are acting as a contractor. The sponsor may not substitute the term “Contractor” for “Consultant” in such instances.

### **A10.3 CONTRACT CLAUSE**

#### **DAVIS-BACON REQUIREMENTS**

1. Minimum Wages.

(i) All laborers and mechanics employed or working upon the site of the work will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any

account (except such payroll deductions as are permitted by the Secretary of Labor under the Copeland Act (29 CFR Part 3)), the full amount of wages and bona fide fringe benefits (or cash equivalent thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the Contractor and such laborers and mechanics.

Contributions made or costs reasonably anticipated for bona fide fringe benefits under section 1(b)(2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of paragraph (1)(iv) of this section; also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period. Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, except as provided in 29 CFR Part 5.5(a)(4). Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein: *Provided* that the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classification and wage rates conformed under (1)(ii) of this section) and the Davis-Bacon poster (WH-1321) shall be posted at all times by the Contractor and its subcontractors at the site of the work in a prominent and accessible place where it can easily be seen by the workers.

(ii)(A) The contracting officer shall require that any class of laborers or mechanics, including helpers, which is not listed in the wage determination and which is to be employed under the contract shall be classified in conformance with the wage determination. The contracting officer shall approve an additional classification and wage rate and fringe benefits therefore only when the following criteria have been met:

- (1) The work to be performed by the classification requested is not performed by a classification in the wage determination;
- (2) The classification is utilized in the area by the construction industry; and
- (3) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.

(B) If the Contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and the contracting officer agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken shall be sent by the contracting officer to the Administrator of the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, Washington, DC 20210. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

(C) In the event the Contractor, the laborers, or mechanics to be employed in the classification, or their representatives, and the contracting officer do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits where appropriate), the contracting officer shall

refer the questions, including the views of all interested parties and the recommendation of the contracting officer, to the Administrator for determination. The Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

(D) The wage rate (including fringe benefits where appropriate) determined pursuant to subparagraphs (1)(ii) (B) or (C) of this paragraph, shall be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.

(iii) Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the contractor shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly cash equivalent thereof.

(iv) If the Contractor does not make payments to a trustee or other third person, the Contractor may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program: *Provided* that the Secretary of Labor has found, upon the written request of the Contractor, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the Contractor to set aside in a separate account assets for the meeting of obligations under the plan or program.

## 2. Withholding.

The Federal Aviation Administration or the sponsor shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld from the Contractor under this contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to Davis-Bacon prevailing wage requirements, which is held by the same prime contractor, so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees, and helpers, employed by the Contractor or any subcontractor the full amount of wages required by the contract. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee, or helper, employed or working on the site of work, all or part of the wages required by the contract, the Federal Aviation Administration may, after written notice to the Contractor, Sponsor, Applicant, or Owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased.

## 3. Payrolls and Basic Records.

(i) Payrolls and basic records relating thereto shall be maintained by the Contractor during the course of the work and preserved for a period of three years thereafter for all laborers and mechanics working at the site of the work. Such records shall contain the name, address, and social security number of each such worker; his or her correct classification; hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in 1(b)(2)(B) of the Davis-Bacon Act); daily and weekly number of hours worked; deductions made; and actual wages paid. Whenever the Secretary of Labor has found under 29 CFR 5.5(a)(1)(iv) that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in section 1(b)(2)(B) of the Davis-Bacon Act, the Contractor shall maintain records that show that the commitment to provide such benefits is

enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and that show the costs anticipated or the actual costs incurred in providing such benefits. Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs.

(ii)(A) The Contractor shall submit weekly for each week in which any contract work is performed a copy of all payrolls to the Federal Aviation Administration if the agency is a party to the contract, but if the agency is not such a party, the Contractor will submit the payrolls to the applicant, Sponsor, or Owner, as the case may be, for transmission to the Federal Aviation Administration. The payrolls submitted shall set out accurately and completely all of the information required to be maintained under 29 CFR 5.5(a)(3)(i), except that full social security numbers and home addresses shall not be included on weekly transmittals. Instead the payrolls shall only need to include an individually identifying number for each employee (*e.g.* the last four digits of the employee's social security number). The required weekly payroll information may be submitted in any form desired. Optional Form WH-347 is available for this purpose from the Wage and Hour Division Web site at [www.dol.gov/whd/forms/wh347instr.htm](http://www.dol.gov/whd/forms/wh347instr.htm) or its successor site. The prime contractor is responsible for the submission of copies of payrolls by all subcontractors. Contractors and subcontractors shall maintain the full social security number and current address of each covered worker and shall provide them upon request to the Federal Aviation Administration if the agency is a party to the contract, but if the agency is not such a party, the Contractor will submit them to the applicant, sponsor, or Owner, as the case may be, for transmission to the Federal Aviation Administration, the Contractor, or the Wage and Hour Division of the Department of Labor for purposes of an investigation or audit of compliance with prevailing wage requirements. It is not a violation of this section for a prime contractor to require a subcontractor to provide addresses and social security numbers to the prime contractor for its own records, without weekly submission to the sponsoring government agency (or the applicant, Sponsor, or Owner).

(B) Each payroll submitted shall be accompanied by a "Statement of Compliance," signed by the Contractor or subcontractor or his or her agent who pays or supervises the payment of the persons employed under the contract and shall certify the following:

- (1) The payroll for the payroll period contains the information required to be provided under 29 CFR § 5.5(a)(3)(ii), the appropriate information is being maintained under 29 CFR § 5.5 (a)(3)(i), and that such information is correct and complete;
- (2) Each laborer and mechanic (including each helper, apprentice, and trainee) employed on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in Regulations 29 CFR Part 3;
- (3) Each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification of work performed, as specified in the applicable wage determination incorporated into the contract.

(C) The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 shall satisfy the requirement for submission of the “Statement of Compliance” required by paragraph (3)(ii)(B) of this section.

(D) The falsification of any of the above certifications may subject the Contractor or subcontractor to civil or criminal prosecution under Section 1001 of Title 18 and Section 231 of Title 31 of the United States Code.

(iii) The Contractor or subcontractor shall make the records required under paragraph (3)(i) of this section available for inspection, copying, or transcription by authorized representatives of the sponsor, the Federal Aviation Administration, or the Department of Labor and shall permit such representatives to interview employees during working hours on the job. If the Contractor or subcontractor fails to submit the required records or to make them available, the Federal agency may, after written notice to the Contractor, Sponsor, applicant, or Owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 CFR 5.12.

#### 4. Apprentices and Trainees.

(i) Apprentices. Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Bureau of Apprenticeship and Training, or with a State Apprenticeship Agency recognized by the Bureau, or if a person is employed in his or her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Bureau of Apprenticeship and Training or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice. The allowable ratio of apprentices to journeymen on the job site in any craft classification shall not be greater than the ratio permitted to the contractor as to the entire work force under the registered program. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated above, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a contractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman’s hourly rate) specified in the Contractor’s or subcontractor’s registered program shall be observed. Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice’s level of progress, expressed as a percentage of the journeymen hourly rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination. In the event the Bureau of Apprenticeship and Training, or a State Apprenticeship Agency recognized by the Bureau,

withdraws approval of an apprenticeship program, the Contractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(ii) Trainees. Except as provided in 29 CFR 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, Employment and Training Administration. The ratio of trainees to journeymen on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration. Every trainee must be paid at not less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed on the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman wage rate on the wage determination that provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate that is not registered and participating in a training plan approved by the Employment and Training Administration shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. In the event the Employment and Training Administration withdraws approval of a training program, the Contractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(iii) Equal Employment Opportunity. The utilization of apprentices, trainees, and journeymen under this part shall be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended, and 29 CFR Part 30.

#### 5. Compliance with Copeland Act Requirements.

The Contractor shall comply with the requirements of 29 CFR Part 3, which are incorporated by reference in this contract.

#### 6. Subcontracts.

The Contractor or subcontractor shall insert in any subcontracts the clauses contained in 29 CFR Part 5.5(a)(1) through (10) and such other clauses as the Federal Aviation Administration may by appropriate instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in 29 CFR Part 5.5.

#### 7. Contract Termination: Debarment.

A breach of the contract clauses in paragraph 1 through 10 of this section may be grounds for termination of the contract, and for debarment as a contractor and a subcontractor as provided in 29 CFR 5.12.

8. Compliance with Davis-Bacon and Related Act Requirements.

All rulings and interpretations of the Davis-Bacon and Related Acts contained in 29 CFR Parts 1, 3, and 5 are herein incorporated by reference in this contract.

9. Disputes Concerning Labor Standards.

Disputes arising out of the labor standards provisions of this contract shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR Parts 5, 6, and 7. Disputes within the meaning of this clause include disputes between the Contractor (or any of its subcontractors) and the contracting agency, the U.S. Department of Labor, or the employees or their representatives.

10. Certification of Eligibility.

(i) By entering into this contract, the Contractor certifies that neither it (nor he or she) nor any person or firm who has an interest in the Contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

(ii) No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

(iii) The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 USC 1001.

## **A11 DEBARMENT AND SUSPENSION**

### **A11.1 SOURCE**

2 CFR part 180 (Subpart C)

2 CFR part 1200

DOT Order 4200.5

### **A11.2 APPLICABILITY**

The sponsor must verify that the firm or individual that it is entering into a contract with is not presently suspended, excluded, or debarred by any Federal department or agency from participating in federally assisted projects. The sponsor accomplishes this by:

- 1) Checking the System for Award Management (SAM.gov) to verify that the firm or individual is not listed in SAM.gov as being suspended, debarred, or excluded;
- 2) Collecting a certification from the firm or individual that it is not suspended, debarred, or excluded; and
- 3) Incorporating a clause in the contract that requires lower tier contracts to verify that no suspended, debarred, or excluded firm or individual is included in the project.

**Contract Types** – This requirement applies to *covered transactions*, which are defined in 2 CFR part 180. AIP funded contracts are non-procurement transactions, as defined by §180.970. Covered transactions include any AIP-funded contract, regardless of tier, that is awarded by a contractor, subcontractor, supplier, consultant, or its agent or representative in any transaction, if the amount of the contract is expected to equal or exceed \$25,000. This includes contracts associated with land acquisition projects.

**Use of Provision** – No mandatory language provided. The following language is acceptable to the FAA in meeting the intent of this requirement. If the sponsor uses different language, the sponsor's language must fully satisfy the requirements of 2 CFR part 180. For professional service agreements, sponsor may substitute bidder/offeror with consultant.

### **A11.3 SOLICITATION CLAUSE**

#### **A11.3.1 Bidder or Offeror Certification**

##### **CERTIFICATION OF OFFERER/BIDDER REGARDING DEBARMENT**

By submitting a bid/proposal under this solicitation, the bidder or offeror certifies that neither it nor its principals are presently debarred or suspended by any Federal department or agency from participation in this transaction.

### **A11.3.2 Lower Tier Contract Certification**

#### **CERTIFICATION OF LOWER TIER CONTRACTORS REGARDING DEBARMENT**

The successful bidder, by administering each lower tier subcontract that exceeds \$25,000 as a “covered transaction”, must verify each lower tier participant of a “covered transaction” under the project is not presently debarred or otherwise disqualified from participation in this federally assisted project. The successful bidder will accomplish this by:

1. Checking the System for Award Management at website: <http://www.sam.gov>.
2. Collecting a certification statement similar to the Certification of Offerer /Bidder Regarding Debarment, above.
3. Inserting a clause or condition in the covered transaction with the lower tier contract.

If the Federal Aviation Administration later determines that a lower tier participant failed to disclose to a higher tier participant that it was excluded or disqualified at the time it entered the covered transaction, the FAA may pursue any available remedies, including suspension and debarment of the non-compliant participant.

## **A12 DISADVANTAGED BUSINESS ENTERPRISE**

### **A12.1 SOURCE**

49 CFR part 26

### **A12.2 APPLICABILITY**

A sponsor that anticipates awarding \$250,000 or more in AIP funded prime contracts in a federal fiscal year must have an approved Disadvantaged Business Enterprise (DBE) program on file with the FAA Office of Civil Rights (§ 26.21). The approved DBE program will identify a 3-year overall program goal that the sponsor bases on the availability of ready, willing, and able DBEs relative to all businesses ready, willing, and able to participate on the project (§ 26.45).

**Contract Types** – Sponsors with a DBE program on file with the FAA must include the three following provisions, if applicable:

- 1) Clause in all solicitations for proposals for which a contract goal has been established,
- 2) Clause in each prime contract, and
- 3) Clause in solicitations that are obtaining DBE participation through race/gender neutral means.

#### **Use of Provision –**

1. *Solicitations with a DBE Project Goal* – No mandatory language provided. 49 CFR §26.53 requires a sponsor's solicitation to address what a contractor must submit on proposed DBE participation. The language of A12.3.1 is acceptable to the FAA in meeting the intent of this requirement. If the sponsor uses different language, the sponsor's revised language must fully satisfy these requirements. The sponsor may require the contractor's submittal on proposed DBE participation either at bid opening as a matter of responsiveness or within five days of bid opening as a matter of responsibility.
2. *Solicitations Relying on Race-gender Neutral Means* – No mandatory language provided. The language of A12.3.2 is acceptable to the FAA in meeting the intent of this requirement. If the sponsor uses different language, the sponsor's revised language must fully satisfy requirements for a sponsor that is not applying a project specific contract goal but is covered by a DBE program on file with the FAA.
3. *Contracts Covered by DBE Program* – **MANDATORY TEXT PROVIDED**. Sponsors must incorporate this language if they have a DBE program on file with the FAA. This includes projects where DBE participation is obtained through race-gender neutral means (i.e. no project goal). Sections §26.13 and §26.29 establish mandatory language for contractor assurance and prompt payment. The sponsor must not modify the language.
4. Sponsors that are not required to have a DBE program on file with the FAA are not required to include DBE provisions and clauses.

## **A12.3 REQUIRED PROVISIONS**

### **A12.3.1 Solicitation Language (Solicitations that include a Project Goal)**

#### Information Submitted as a matter of bidder responsiveness:

The Owner's award of this contract is conditioned upon Bidder or Offeror satisfying the good faith effort requirements of 49 CFR §26.53.

As a condition of bid responsiveness, the Bidder or Offeror must submit the following information with its proposal on the forms provided herein:

- 1) The names and addresses of Disadvantaged Business Enterprise (DBE) firms that will participate in the contract;
- 2) A description of the work that each DBE firm will perform;
- 3) The dollar amount of the participation of each DBE firm listed under (1)
- 4) Written statement from Bidder or Offeror that attests their commitment to use the DBE firm(s) listed under (1) to meet the Owner's project goal; and
- 5) If Bidder or Offeror cannot meet the advertised project DBE goal, evidence of good faith efforts undertaken by the Bidder or Offeror as described in appendix A to 49 CFR part 26.

#### Information submitted as a matter of bidder responsibility:

The Owner's award of this contract is conditioned upon Bidder or Offeror satisfying the good faith effort requirements of 49 CFR §26.53.

The successful Bidder or Offeror must provide written confirmation of participation from each of the DBE firms the Bidder or Offeror lists in its commitment within five days after bid opening.

- 1) The names and addresses of Disadvantaged Business Enterprise (DBE) firms that will participate in the contract;
- 2) A description of the work that each DBE firm will perform;
- 3) The dollar amount of the participation of each DBE firm listed under (1)
- 4) Written statement from Bidder or Offeror that attests their commitment to use the DBE firm(s) listed under (1) to meet the Owner's project goal; and
- 5) If Bidder or Offeror cannot meet the advertised project DBE goal, evidence of good faith efforts undertaken by the Bidder or Offeror as described in appendix A to 49 CFR part 26.

### **A12.3.2 Solicitation Language (Race/Gender Neutral Means)**

The requirements of 49 CFR part 26 apply to this contract. It is the policy of the [Insert Name of Owner] to practice nondiscrimination based on race, color, sex, or national origin in the award or performance of this contract. The Owner encourages participation by all firms qualifying under this solicitation regardless of business size or ownership.

### **A12.3.3 Prime Contracts (Projects Covered by a DBE Program)**

#### **DISADVANTAGED BUSINESS ENTERPRISES**

##### **Contract Assurance (§ 26.13) –**

The Contractor or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The Contractor shall carry out applicable requirements of 49 CFR part 26 in the award and administration of Department of Transportation-assisted contracts. Failure by the Contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the Owner deems appropriate, which may include, but is not limited to:

- 1) Withholding monthly progress payments;
- 2) Assessing sanctions;
- 3) Liquidated damages; and/or
- 4) Disqualifying the Contractor from future bidding as non-responsible.

**Prompt Payment (§26.29) –** The prime contractor agrees to pay each subcontractor under this prime contract for satisfactory performance of its contract no later than **30** days from the receipt of each payment the prime contractor receives from **Morrow County**. The prime contractor agrees further to return retainage payments to each subcontractor within **30** days after the subcontractor's work is satisfactorily completed. Any delay or postponement of payment from the above referenced time frame may occur only for good cause following written approval of the **Morrow County**. This clause applies to both DBE and non-DBE subcontractors.

## **A13 DISTRACTED DRIVING**

### **A13.1 SOURCE**

Executive Order 13513

DOT Order 3902.10

### **A13.2 APPLICABILITY**

The FAA encourages recipients of Federal grant funds to adopt and enforce safety policies that decrease crashes by distracted drivers, including policies to ban text messaging while driving when performing work related to a grant or subgrant.

**Contract Types** – Sponsors must insert this provision in all AIP funded contracts that exceed the micro-purchase threshold of 2 CFR §200.67 (currently set at \$3,500).

**Use of Provision** – No mandatory text provided. The following language is acceptable to the FAA in meeting the intent of this requirement. If the sponsor uses different language, the sponsor’s revised language must fully satisfy these requirements.

### **A13.3 CONTRACT CLAUSE**

#### **TEXTING WHEN DRIVING**

In accordance with Executive Order 13513, “Federal Leadership on Reducing Text Messaging While Driving”, (10/1/2009) and DOT Order 3902.10, “Text Messaging While Driving”, (12/30/2009), the Federal Aviation Administration encourages recipients of Federal grant funds to adopt and enforce safety policies that decrease crashes by distracted drivers, including policies to ban text messaging while driving when performing work related to a grant or subgrant.

In support of this initiative, the Owner encourages the Contractor to promote policies and initiatives for its employees and other work personnel that decrease crashes by distracted drivers, including policies that ban text messaging while driving motor vehicles while performing work activities associated with the project. The Contractor must include the substance of this clause in all sub-tier contracts exceeding \$3,500 that involve driving a motor vehicle in performance of work activities associated with the project.

## **A14 ENERGY CONSERVATION REQUIREMENTS**

### **A14.1 SOURCE**

2 CFR § 200, Appendix II(H)

### **A14.2 APPLICABILITY**

The Energy Conservation Requirements of 2 CFR § 200 Appendix II(H) requires this provision on energy efficiency.

**Contract Types** – The sponsor must include this provision in all AIP funded contracts and lower-tier contracts.

**Use of Provision** – No mandatory text provided. The following language is acceptable to the FAA and meets the intent of this requirement. If the sponsor uses different language, the sponsor’s revised language must fully satisfy these requirements. Sponsor may substitute “Contractor and subcontractor” with “Consultant and sub-consultant” for professional service agreements.

### **A14.3 CONTRACT CLAUSE**

#### **ENERGY CONSERVATION REQUIREMENTS**

Contractor and Subcontractor agree to comply with mandatory standards and policies relating to energy efficiency as contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (42 USC 6201*et seq*).

## **A15 DRUG FREE WORKPLACE REQUIREMENTS**

### **A15.1 SOURCE**

49 CFR part 32

Drug-Free Workplace Act of 1988 (41 U.S.C. 701 *et seq.*, as amended)

### **A15.2 APPLICABILITY**

The Drug-Free Workplace Act of 1988 requires some Federal contractors and *all* Federal grantees to agree that they will provide drug-free workplaces as a condition of receiving a contract or grant from a Federal agency. The Act does **not** apply to contractors, subcontractors, or subgrantees, although the Federal grantees workplace may be where the contractors, subcontractors, or subgrantees are working.

**Contract Types** – This provision applies to all AIP funded projects, but not to the contracts between the grantee (the sponsor) and a contractor, subcontractors, suppliers, or subgrantees.

**Use of Provision** – No mandatory or recommended text provided because the requirements do not extend beyond the sponsor level.

### **A15.3 CONTRACT CLAUSE**

None.

## **A16 EQUAL EMPLOYEMENT OPPORTUNITY (EEO)**

### **A16.1 SOURCE**

2 CFR 200, Appendix II(C)

41 CFR § 60-1.4

41 CFR § 60-4.3

Executive Order 11246

### **A16.2 APPLICABILITY**

The purpose of this provision is to provide equal opportunity for all persons, without regard to race, color, religion, sex, or national origin who are employed or seeking employment with contractors performing under a federally assisted construction contract. There are two provisions — a construction clause and a specification clause.

The equal opportunity contract clause must be included in any contract or subcontract when the amount exceeds \$10,000. Once the equal opportunity clause is determined to be applicable, the contract or subcontract must include the clause for the remainder of the year, regardless of the amount or the contract.

#### **Contract Types –**

*Construction* – The sponsor must incorporate contract and specification language in all construction contracts and subcontracts as required above.

*Equipment* – The sponsor must incorporate contract and specification language into all equipment contracts as required above that involves installation of equipment onsite (e.g. electrical vault equipment). This provision does not apply to equipment acquisition projects where the manufacture of the equipment takes place offsite at the vendor plant (e.g. ARFF and SRE vehicles).

*Professional Services* – The sponsor must include contract and specification language into all professional service agreements as required above.

*Property* – The sponsor must include contract and specification language into all land acquisition projects that include work that qualifies as construction work as defined by 41 CFR part 60 as required above. An example is installation of boundary fencing.

**Use of Provision – MANDATORY TEXT.** 41 CFR § 60-1.4 provides the mandatory **contract** language. 41 CFR § 60-4.3 provides the mandatory **specification** language. The sponsor must incorporate these clauses without modification.

## **A16.3 MANDATORY CONTRACT CLAUSE**

### **A16.3.1 EEO Contract Clause**

#### **EQUAL OPPORTUNITY CLAUSE**

During the performance of this contract, the Contractor agrees as follows:

(1) The Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, sexual orientation, gender identify, or national origin. Such action shall include, but not be limited to, the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff, or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

(2) The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive considerations for employment without regard to race, color, religion, sex, or national origin.

(3) The Contractor will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the Contractor's commitments under this section and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

(4) The Contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

(5) The Contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

(6) In the event of the Contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the Contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

(7) The Contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (7) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The Contractor will take such action with respect to any subcontract or purchase order as the

administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance: *Provided, however*, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency the Contractor may request the United States to enter into such litigation to protect the interests of the United States.

### **A16.3.2 EEO Specification**

#### **STANDARD FEDERAL EQUAL EMPLOYMENT OPPORTUNITY CONSTRUCTION CONTRACT SPECIFICATIONS**

1. As used in these specifications:

- a. “Covered area” means the geographical area described in the solicitation from which this contract resulted;
- b. “Director” means Director, Office of Federal Contract Compliance Programs (OFCCP), U.S. Department of Labor, or any person to whom the Director delegates authority;
- c. “Employer identification number” means the Federal social security number used on the Employer’s Quarterly Federal Tax Return, U.S. Treasury Department Form 941;
- d. “Minority” includes:
  - (1) Black (all persons having origins in any of the Black African racial groups not of Hispanic origin);
  - (2) Hispanic (all persons of Mexican, Puerto Rican, Cuban, Central or South American, or other Spanish culture or origin regardless of race);
  - (3) Asian and Pacific Islander (all persons having origins in any of the original peoples of the Far East, Southeast Asia, the Indian Subcontinent, or the Pacific Islands); and
  - (4) American Indian or Alaskan native (all persons having origins in any of the original peoples of North America and maintaining identifiable tribal affiliations through membership and participation or community identification).

2. Whenever the Contractor, or any subcontractor at any tier, subcontracts a portion of the work involving any construction trade, it shall physically include in each subcontract in excess of \$10,000 the provisions of these specifications and the Notice which contains the applicable goals for minority and female participation and which is set forth in the solicitations from which this contract resulted.

3. If the Contractor is participating (pursuant to 41 CFR part 60-4.5) in a Hometown Plan approved by the U.S. Department of Labor in the covered area either individually or through an association, its affirmative action obligations on all work in the Plan area (including goals and timetables) shall be in accordance with that Plan for those trades which have unions participating in the Plan. Contractors shall be able to demonstrate their participation in and compliance with the provisions of any such Hometown Plan. Each contractor or subcontractor participating in an approved plan is individually required to comply with its obligations under the EEO clause and to make a good faith effort to achieve each goal under the Plan in each trade in which it has employees. The overall good faith performance by other

contractors or subcontractors toward a goal in an approved Plan does not excuse any covered contractor's or subcontractor's failure to take good faith efforts to achieve the Plan goals and timetables.

4. The Contractor shall implement the specific affirmative action standards provided in paragraphs 7a through 7p of these specifications. The goals set forth in the solicitation from which this contract resulted are expressed as percentages of the total hours of employment and training of minority and female utilization the Contractor should reasonably be able to achieve in each construction trade in which it has employees in the covered area. Covered construction contractors performing construction work in a geographical area where they do not have a Federal or federally assisted construction contract shall apply the minority and female goals established for the geographical area where the work is being performed. Goals are published periodically in the Federal Register in notice form, and such notices may be obtained from any Office of Federal Contract Compliance Programs office or from Federal procurement contracting officers. The Contractor is expected to make substantially uniform progress in meeting its goals in each craft during the period specified.

5. Neither the provisions of any collective bargaining agreement nor the failure by a union with whom the Contractor has a collective bargaining agreement to refer either minorities or women shall excuse the Contractor's obligations under these specifications, Executive Order 11246, or the regulations promulgated pursuant thereto.

6. In order for the non-working training hours of apprentices and trainees to be counted in meeting the goals, such apprentices and trainees shall be employed by the Contractor during the training period and the Contractor shall have made a commitment to employ the apprentices and trainees at the completion of their training, subject to the availability of employment opportunities. Trainees shall be trained pursuant to training programs approved by the U.S. Department of Labor.

7. The Contractor shall take specific affirmative actions to ensure equal employment opportunity. The evaluation of the Contractor's compliance with these specifications shall be based upon its effort to achieve maximum results from its actions. The Contractor shall document these efforts fully and shall implement affirmative action steps at least as extensive as the following:

a. Ensure and maintain a working environment free of harassment, intimidation, and coercion at all sites, and in all facilities at which the Contractor's employees are assigned to work. The Contractor, where possible, will assign two or more women to each construction project. The Contractor shall specifically ensure that all foremen, superintendents, and other onsite supervisory personnel are aware of and carry out the Contractor's obligation to maintain such a working environment, with specific attention to minority or female individuals working at such sites or in such facilities.

b. Establish and maintain a current list of minority and female recruitment sources, provide written notification to minority and female recruitment sources and to community organizations when the Contractor or its unions have employment opportunities available, and maintain a record of the organizations' responses.

c. Maintain a current file of the names, addresses, and telephone numbers of each minority and female off-the-street applicant and minority or female referral from a union, a recruitment source, or community organization and of what action was taken with respect to each such individual. If such individual was sent to the union hiring hall for referral and was not referred back to the Contractor

by the union or, if referred, not employed by the Contractor, this shall be documented in the file with the reason therefore along with whatever additional actions the Contractor may have taken.

d. Provide immediate written notification to the Director when the union or unions with which the Contractor has a collective bargaining agreement has not referred to the Contractor a minority person or female sent by the Contractor, or when the Contractor has other information that the union referral process has impeded the Contractor's efforts to meet its obligations.

e. Develop on-the-job training opportunities and/or participate in training programs for the area which expressly include minorities and women, including upgrading programs and apprenticeship and trainee programs relevant to the Contractor's employment needs, especially those programs funded or approved by the Department of Labor. The Contractor shall provide notice of these programs to the sources compiled under 7b above.

f. Disseminate the Contractor's EEO policy by providing notice of the policy to unions and training programs and requesting their cooperation in assisting the Contractor in meeting its EEO obligations; by including it in any policy manual and collective bargaining agreement; by publicizing it in the company newspaper, annual report, etc.; by specific review of the policy with all management personnel and with all minority and female employees at least once a year; and by posting the company EEO policy on bulletin boards accessible to all employees at each location where construction work is performed.

g. Review, at least annually, the company's EEO policy and affirmative action obligations under these specifications with all employees having any responsibility for hiring, assignment, layoff, termination, or other employment decisions, including specific review of these items, with onsite supervisory personnel such as superintendents, general foremen, etc., prior to the initiation of construction work at any job site. A written record shall be made and maintained identifying the time and place of these meetings, persons attending, subject matter discussed, and disposition of the subject matter.

h. Disseminate the Contractor's EEO policy externally by including it in any advertising in the news media, specifically including minority and female news media, and providing written notification to and discussing the Contractor's EEO policy with other contractors and subcontractors with whom the Contractor does or anticipates doing business.

i. Direct its recruitment efforts, both oral and written, to minority, female, and community organizations, to schools with minority and female students; and to minority and female recruitment and training organizations serving the Contractor's recruitment area and employment needs. Not later than one month prior to the date for the acceptance of applications for apprenticeship or other training by any recruitment source, the Contractor shall send written notification to organizations, such as the above, describing the openings, screening procedures, and tests to be used in the selection process.

j. Encourage present minority and female employees to recruit other minority persons and women and, where reasonable, provide after school, summer, and vacation employment to minority and female youth both on the site and in other areas of a contractor's workforce.

k. Validate all tests and other selection requirements where there is an obligation to do so under 41 CFR part 60-3.

l. Conduct, at least annually, an inventory and evaluation at least of all minority and female personnel, for promotional opportunities and encourage these employees to seek or to prepare for, through appropriate training, etc., such opportunities.

m. Ensure that seniority practices, job classifications, work assignments, and other personnel practices do not have a discriminatory effect by continually monitoring all personnel and employment related activities to ensure that the EEO policy and the Contractor's obligations under these specifications are being carried out.

n. Ensure that all facilities and company activities are non-segregated except that separate or single user toilet and necessary changing facilities shall be provided to assure privacy between the sexes.

o. Document and maintain a record of all solicitations of offers for subcontracts from minority and female construction contractors and suppliers, including circulation of solicitations to minority and female contractor associations and other business associations.

p. Conduct a review, at least annually, of all supervisor's adherence to and performance under the Contractor's EEO policies and affirmative action obligations.

8. Contractors are encouraged to participate in voluntary associations, which assist in fulfilling one or more of their affirmative action obligations (7a through 7p). The efforts of a contractor association, joint contractor union, contractor community, or other similar groups of which the Contractor is a member and participant may be asserted as fulfilling any one or more of its obligations under 7a through 7p of these specifications provided that the Contractor actively participates in the group, makes every effort to assure that the group has a positive impact on the employment of minorities and women in the industry, ensures that the concrete benefits of the program are reflected in the Contractor's minority and female workforce participation, makes a good faith effort to meet its individual goals and timetables, and can provide access to documentation which demonstrates the effectiveness of actions taken on behalf of the Contractor. The obligation to comply, however, is the Contractor's and failure of such a group to fulfill an obligation shall not be a defense for the Contractor's noncompliance.

9. A single goal for minorities and a separate single goal for women have been established. The Contractor, however, is required to provide equal employment opportunity and to take affirmative action for all minority groups, both male and female, and all women, both minority and non-minority. Consequently, if the particular group is employed in a substantially disparate manner (for example, even though the Contractor has achieved its goals for women generally), the Contractor may be in violation of the Executive Order if a specific minority group of women is underutilized.

10. The Contractor shall not use the goals and timetables or affirmative action standards to discriminate against any person because of race, color, religion, sex, or national origin.

11. The Contractor shall not enter into any subcontract with any person or firm debarred from Government contracts pursuant to Executive Order 11246.

12. The Contractor shall carry out such sanctions and penalties for violation of these specifications and of the Equal Opportunity Clause, including suspension, termination, and cancellation of existing

subcontracts as may be imposed or ordered pursuant to Executive Order 11246, as amended, and its implementing regulations, by the Office of Federal Contract Compliance Programs. Any contractor who fails to carry out such sanctions and penalties shall be in violation of these specifications and Executive Order 11246, as amended.

13. The Contractor, in fulfilling its obligations under these specifications, shall implement specific affirmative action steps, at least as extensive as those standards prescribed in paragraph 7 of these specifications, so as to achieve maximum results from its efforts to ensure equal employment opportunity. If the Contractor fails to comply with the requirements of the Executive Order, the implementing regulations, or these specifications, the Director shall proceed in accordance with 41 CFR part 60-4.8.

14. The Contractor shall designate a responsible official to monitor all employment related activity to ensure that the company EEO policy is being carried out, to submit reports relating to the provisions hereof as may be required by the Government, and to keep records. Records shall at least include for each employee, the name, address, telephone number, construction trade, union affiliation if any, employee identification number when assigned, social security number, race, sex, status (e.g., mechanic, apprentice, trainee, helper, or laborer), dates of changes in status, hours worked per week in the indicated trade, rate of pay, and locations at which the work was performed. Records shall be maintained in an easily understandable and retrievable form; however, to the degree that existing records satisfy this requirement, contractors shall not be required to maintain separate records.

15. Nothing herein provided shall be construed as a limitation upon the application of other laws which establish different standards of compliance or upon the application of requirements for the hiring of local or other area residents (e.g. those under the Public Works Employment Act of 1977 and the Community Development Block Grant Program).

## **A17 FEDERAL FAIR LABOR STANDARDS ACT (FEDERAL MINIMUM WAGE)**

### **A17.1 SOURCE**

29 USC § 201, et seq

### **A17.2 APPLICABILITY**

The U.S. Department of Labor (DOL) Wage and Hour Division administers the Fair Labor Standards Act (FLSA). This act prescribes federal standards for basic minimum wage, overtime pay, record keeping, and child labor standards.

**Contract Types** – Per the Department of Labor, all employees of certain enterprises having workers engaged in interstate commerce; producing goods for interstate commerce; or handling, selling, or otherwise working on goods or materials that have been moved in or produced for such commerce by any person are covered by the FLSA.

All consultants, sub-consultants, contractors, and subcontractors employed under this federally assisted project must comply with the FLSA.

*Professional Services* – 29 CFR § 213 exempts employees in a bona fide executive, administrative or professional capacity. Because professional firms employ individuals that are not covered by this exemption, the sponsor’s agreement with a professional services firm must include the FLSA provision.

**Use of Provision** – No mandatory text provided. The following language is acceptable to the FAA and meets the intent of this requirement. If the sponsor uses different language, the sponsor’s language must fully satisfy the requirements of 29 USC § 201. The sponsor must select *contractor* or *consultant*, as appropriate for the contract.

### **A17.3 SOLICITATION CLAUSE**

All contracts and subcontracts that result from this solicitation incorporate by reference the provisions of 29 CFR part 201, the Federal Fair Labor Standards Act (FLSA), with the same force and effect as if given in full text. The FLSA sets minimum wage, overtime pay, recordkeeping, and child labor standards for full and part-time workers.

The [*Contractor* | *Consultant*] has full responsibility to monitor compliance to the referenced statute or regulation. The [*Contractor* | *Consultant*] must address any claims or disputes that arise from this requirement directly with the U.S. Department of Labor – Wage and Hour Division.

## **A18 LOBBYING AND INFLUENCING FEDERAL EMPLOYEES**

### **A18.1 SOURCE**

31 USC § 1352 – Byrd Anti-Lobbying Amendment

2 CFR part 200, Appendix II(J)

49 CFR part 20, Appendix A

### **A18.2 APPLICABILITY**

Consultants and contractors that apply or bid for an award of \$100,000 or more must certify that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant, or another award covered by 31 USC 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award.

**Contract Types** – The sponsor must incorporate this provision into all contracts exceeding \$100,000.

**Use of Provision – MANDATORY TEXT.** Appendix A to 49 CFR Part 20 prescribes language the sponsor must use. The sponsor must incorporate this provision without modification.

### **A18.3 CONTRACT CLAUSE**

#### **CERTIFICATION REGARDING LOBBYING**

The Bidder or Offeror certifies by signing and submitting this bid or proposal, to the best of his or her knowledge and belief, that:

- (1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the Bidder or Offeror, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- (2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, “Disclosure Form to Report Lobbying,” in accordance with its instructions.
- (3) The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, subgrants, and contracts under

grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

## **A19 PROHIBITION of SEGREGATED FACILITIES**

### **A19.1 SOURCE**

41 CFR § 60

### **A19.2 APPLICABILITY**

The contractor must comply with the requirements of the EEO clause by ensuring that facilities they provide for employees are free of segregation on the basis of race, color, religion, sex, sexual orientation, gender identity, or national origin. This clause must be included in all contracts that include the equal opportunity clause, regardless of the amount of the contract.

**Contract Types** – AIP sponsors must incorporate the Prohibition of Segregated Facilities clause in any contract containing the Equal Employment Opportunity clause of 41 CFR §60.1. This obligation flows down to subcontract and sub-tier purchase orders containing the Equal Employment Opportunity clause.

*Construction* – Construction work means construction, rehabilitation, alteration, conversion, extension, demolition or repair of buildings, highways, or other changes or improvements to real property, including facilities providing utility services. The term also includes the supervision, inspection, and other onsite functions incidental to the actual construction.

*Equipment* – On site installation of equipment such as airfield lighting control equipment meets the definition of construction and thus this provision would apply. This provision does not apply to equipment projects involving manufacture of the item at a vendor’s manufacturing plant. An example would be the manufacture of a SRE or ARFF vehicle.

*Professional Services* – Professional services that include tasks that qualify as construction work as defined by 41 CFR part 60. Examples include the installation of noise monitoring equipment.

*Property/Land* – Land acquisition contracts that include tasks that qualify as construction work as defined by 41 CFR part 60. Examples include demolition of structures or installation of boundary fencing.

**Use of Provision** – No mandatory text provided. The following language is acceptable to the FAA and meets the intent of this requirement. If the sponsor uses different language, the sponsor’s language must fully satisfy the requirements of 41 CFR § 60.

### **A19.3 CONTRACT CLAUSE**

#### **PROHIBITION OF SEGREGATED FACILITIES**

(a) The Contractor agrees that it does not and will not maintain or provide for its employees any segregated facilities at any of its establishments, and that it does not and will not permit its employees to perform their services at any location under its control where segregated facilities are maintained. The Contractor agrees that a breach of this clause is a violation of the Equal Employment Opportunity clause in this contract.

(b) “Segregated facilities,” as used in this clause, means any waiting rooms, work areas, rest rooms and wash rooms, restaurants and other eating areas, time clocks, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing facilities provided for employees that are segregated by explicit directive or are in fact segregated on the basis of race, color, religion, sex, or national origin because of written or oral policies or employee custom. The term does not include separate or single-user rest rooms or necessary dressing or sleeping areas provided to assure privacy between the sexes.

(c) The Contractor shall include this clause in every subcontract and purchase order that is subject to the Equal Employment Opportunity clause of this contract.

## **A20 OCCUPATIONAL SAFETY AND HEALTH ACT OF 1970**

### **A20.1 SOURCE**

29 CFR part 1910

### **A20.2 APPLICABILITY**

**Contract Types** – All contracts and subcontracts must comply with the Occupational Safety and Health Act of 1970 (OSH). The U.S. Department of Labor Occupational Safety and Health Administration (OSHA) oversees the workplace health and safety standards wage provisions from OSH.

**Use of Provision** – No mandatory text provided. The following language is acceptable to the FAA and meets the intent of this requirement. If the sponsor uses different language, the sponsor’s language must fully satisfy the requirements of 20 CFR part 1910.

### **A20.3 CONTRACT CLAUSE**

All contracts and subcontracts that result from this solicitation incorporate by reference the requirements of 29 CFR Part 1910 with the same force and effect as if given in full text. The employer must provide a work environment that is free from recognized hazards that may cause death or serious physical harm to the employee. The employer retains full responsibility to monitor its compliance and their subcontractor’s compliance with the applicable requirements of the Occupational Safety and Health Act of 1970 (20 CFR Part 1910). The employer must address any claims or disputes that pertain to a referenced requirement directly with the U.S. Department of Labor – Occupational Safety and Health Administration.

## **A21 PROCUREMENT OF RECOVERED MATERIALS**

### **A21.1 SOURCE**

2 CFR § 200.322

40 CFR part 247

Solid Waste Disposal Act

### **A21.2 APPLICABILITY**

Sponsors of AIP funded development and equipment projects must comply with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. Section 6002 emphasizes maximizing energy and resource recovery through use of affirmative procurement actions for recovered materials identified in the Environmental Protection Agency (EPA) guidelines codified at 40 CFR part 247. When acquiring items designated in the guidelines, the sponsor must procure items that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition.

**Contract Types** – This provision applies to any contracts that include procurement of products designated in subpart B of 40 CFR part 247 where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired by the preceding fiscal year exceeded \$10,000.

*Construction and Equipment* – Include this provision in all construction and equipment projects.

*Professional Services and Property* – Include this provision if the agreement includes procurement of a product that exceeds \$10,000.

**Use of Provision** – No mandatory text provided. The following language is acceptable to the FAA and meets the intent of this requirement. If the sponsor uses different language, the sponsor's language must fully satisfy the requirements of 2 CFR § 200.

### **A21.3 CONTRACT CLAUSE**

#### **PROCUREMENT OF RECOVERED MATERIALS**

Contractor and subcontractor agree to comply with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act, and the regulatory provisions of 40 CFR Part 247. In the performance of this contract and to the extent practicable, the Contractor and subcontractors are to use products containing the highest percentage of recovered materials for items designated by the Environmental Protection Agency (EPA) under 40 CFR Part 247 whenever:

- 1) The contract requires procurement of \$10,000 or more of a designated item during the fiscal year; or
- 2) The contractor has procured \$10,000 or more of a designated item using Federal funding during the previous fiscal year.

The list of EPA-designated items is available at [www.epa.gov/smm/comprehensive-procurement-guidelines-construction-products](http://www.epa.gov/smm/comprehensive-procurement-guidelines-construction-products).

Section 6002(c) establishes exceptions to the preference for recovery of EPA-designated products if the contractor can demonstrate the item is:

- a) Not reasonably available within a timeframe providing for compliance with the contract performance schedule;
- b) Fails to meet reasonable contract performance requirements; or
- c) Is only available at an unreasonable price.

## **A22 RIGHT TO INVENTIONS**

### **A22.1 SOURCE**

2 CFR § 200, Appendix II(F)

37 CFR §401

### **A22.2 APPLICABILITY**

**Contract Types** – This provision applies to all contracts and subcontracts with small business firms or nonprofit organizations that include performance of *experimental, developmental, or research work*. This clause is not applicable to construction, equipment, or professional service contracts unless the contract includes *experimental, developmental, or research work*.

**Use of Provision** – No mandatory text provided. The following language is acceptable to the FAA and meets the intent of this requirement. If the sponsor uses different language, the sponsor’s language must fully satisfy the requirements of Appendix II to 2 CFR part 200.

### **A22.3 CONTRACT CLAUSE**

#### **RIGHTS TO INVENTIONS**

Contracts or agreements that include the performance of experimental, developmental, or research work must provide for the rights of the Federal Government and the Owner in any resulting invention as established by 37 CFR part 401, Rights to Inventions Made by Non-profit Organizations and Small Business Firms under Government Grants, Contracts, and Cooperative Agreements. This contract incorporates by reference the patent and inventions rights as specified within 37 CFR §401.14. Contractor must include this requirement in all sub-tier contracts involving experimental, developmental, or research work.

## **A23 SEISMIC SAFETY**

### **A23.1 SOURCE**

49 CFR part 41

### **A23.2 APPLICABILITY**

**Contract Types** – This provision applies to construction of new buildings and additions to existing buildings financed in whole or in part through the Airport Improvement Program.

*Professional Services*– Sponsor must incorporate this clause in any contract involved in the construction of new buildings or structural addition to existing buildings.

*Construction* – Sponsor must incorporate this clause in any contract involved in the construction of new buildings or structural addition to existing buildings.

*Equipment* – Sponsor must include the construction provision if the project involves construction or structural addition to a building such as an electrical vault project to accommodate or install equipment.

*Land* – This provision will not typically apply to a property/land project.

**Use of Provision** – No mandatory text provided. The following language is acceptable to the FAA and meets the intent of this requirement. If the sponsor uses different language, the sponsor’s language must fully satisfy the requirements of 49 CFR part 41.

### **A23.3 CONTRACT CLAUSE**

#### **A23.3.1 Professional Service Agreements for Design**

##### **SEISMIC SAFETY**

In the performance of design services, the Consultant agrees to furnish a building design and associated construction specification that conform to a building code standard that provides a level of seismic safety substantially equivalent to standards as established by the National Earthquake Hazards Reduction Program (NEHRP). Local building codes that model their building code after the current version of the International Building Code (IBC) meet the NEHRP equivalency level for seismic safety. At the conclusion of the design services, the Consultant agrees to furnish the Owner a “certification of compliance” that attests conformance of the building design and the construction specifications with the seismic standards of NEHRP or an equivalent building code.

#### **A23.3.2 Construction Contracts**

##### **SEISMIC SAFETY**

The Contractor agrees to ensure that all work performed under this contract, including work performed by subcontractors, conforms to a building code standard that provides a level of seismic safety substantially equivalent to standards established by the National Earthquake Hazards Reduction

Program (NEHRP). Local building codes that model their code after the current version of the International Building Code (IBC) meet the NEHRP equivalency level for seismic safety.

## **A24 TAX DELINQUENCY AND FELONY CONVICTIONS**

### **A24.1 SOURCE**

Sections 415 and 416 of Title IV, Division L of the Consolidated Appropriations Act, 2014 (Pub. L. 113-76), and similar provisions in subsequent appropriations acts.

DOT Order 4200.6 - Requirements for Procurement and Non-Procurement Regarding Tax Delinquency and Felony Convictions

### **A24.2 APPLICABILITY**

The sponsor must ensure that no funding goes to any contractor who:

- Has been convicted of a Federal felony within the last 24 months; or
- Has any outstanding tax liability for which all judicial and administrative remedies have lapsed or been exhausted.

**Contract Types** – This provision applies to all contracts funded in whole or part with AIP.

**Use of Provision** – The following language is acceptable to the FAA and meets the intent of this requirement. If the sponsor uses different language, the sponsor’s language must fully satisfy the requirements of DOT Order 4200.6.

### **A24.3 CONTRACT CLAUSE**

#### **CERTIFICATION OF OFFERER/BIDDER REGARDING TAX DELINQUENCY AND FELONY CONVICTIONS**

The applicant must complete the following two certification statements. The applicant must indicate its current status as it relates to tax delinquency and felony conviction by inserting a checkmark (✓) in the space following the applicable response. The applicant agrees that, if awarded a contract resulting from this solicitation, it will incorporate this provision for certification in all lower tier subcontracts.

#### **Certifications**

- 1) The applicant represents that it is (  ) is not (  ) a corporation that has any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability.
- 2) The applicant represents that it is (  ) is not (  ) is not a corporation that was convicted of a criminal violation under any Federal law within the preceding 24 months.

#### **Note**

If an applicant responds in the affirmative to either of the above representations, the applicant is ineligible to receive an award unless the sponsor has received notification from the agency suspension and debarment official (SDO) that the SDO has considered suspension or debarment and determined that further action is not required to protect the Government’s interests. The applicant therefore must provide information to the owner about its tax liability or conviction to the Owner, who will then notify

the FAA Airports District Office, which will then notify the agency's SDO to facilitate completion of the required considerations before award decisions are made.

### **Term Definitions**

**Felony conviction:** Felony conviction means a conviction within the preceding twentyfour (24) months of a felony criminal violation under any Federal law and includes conviction of an offense defined in a section of the U.S. code that specifically classifies the offense as a felony and conviction of an offense that is classified as a felony under 18 U.S.C. § 3559.

**Tax Delinquency:** A tax delinquency is any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted, or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability.

## **A25 TERMINATION OF CONTRACT**

### **A25.1 SOURCE**

2 CFR § 200 Appendix II(B)

FAA Advisory Circular 150/5370-10, Section 80-09

### **A25.2 APPLICABILITY**

**Contract Types** – All contracts and subcontracts in excess of \$10,000 must address *termination for cause* and *termination for convenience* by the sponsor. The provision must address the manner (i.e. notice, opportunity to cure, and effective date) by which the sponsor’s contract will be affected and the basis for settlement (i.e. incurred expenses, completed work, profit, etc.).

#### **Use of Provision –**

*Termination for Default* – **MANDATORY TEXT.** Section 80-09 of FAA Advisory Circular 150/5370-10 establishes standard language for Termination for Default under a construction contract. The sponsor must not make any changes to this standard language.

*Termination for Convenience* – No mandatory text provided. The sponsor must include a clause for termination for convenience. The following language is acceptable to the FAA and meets the intent of this requirement. If the sponsor uses different language, the sponsor’s language must fully satisfy the requirements of Appendix II to 2 CFR part 200.

*Equipment, Professional Services, and Property* – No mandatory text provided. The sponsor may use their established clause language provided that it adequately addresses the intent of Appendix II(B) to Part 200, which addresses termination for fault and for convenience.

### **A25.3 CONTRACT CLAUSE**

#### **A25.3.1 Termination for Convenience**

#### **TERMINATION FOR CONVENIENCE (CONSTRUCTION & EQUIPMENT CONTRACTS)**

The Owner may terminate this contract in whole or in part at any time by providing written notice to the Contractor. Such action may be without cause and without prejudice to any other right or remedy of Owner. Upon receipt of a written notice of termination, except as explicitly directed by the Owner, the Contractor shall immediately proceed with the following obligations regardless of any delay in determining or adjusting amounts due under this clause:

1. Contractor must immediately discontinue work as specified in the written notice.
2. Terminate all subcontracts to the extent they relate to the work terminated under the notice.
3. Discontinue orders for materials and services except as directed by the written notice.
4. Deliver to the Owner all fabricated and partially fabricated parts, completed and partially completed work, supplies, equipment and materials acquired prior to termination of the work, and as directed in the written notice.

5. Complete performance of the work not terminated by the notice.
6. Take action as directed by the Owner to protect and preserve property and work related to this contract that Owner will take possession.

Owner agrees to pay Contractor for:

- 1) completed and acceptable work executed in accordance with the contract documents prior to the effective date of termination;
- 2) documented expenses sustained prior to the effective date of termination in performing work and furnishing labor, materials, or equipment as required by the contract documents in connection with uncompleted work;
- 3) reasonable and substantiated claims, costs, and damages incurred in settlement of terminated contracts with Subcontractors and Suppliers; and
- 4) reasonable and substantiated expenses to the Contractor directly attributable to Owner's termination action.

Owner will not pay Contractor for loss of anticipated profits or revenue or other economic loss arising out of or resulting from the Owner's termination action.

The rights and remedies this clause provides are in addition to any other rights and remedies provided by law or under this contract.

#### **TERMINATION FOR CONVENIENCE (PROFESSIONAL SERVICES)**

The Owner may, by written notice to the Consultant, terminate this Agreement for its convenience and without cause or default on the part of Consultant. Upon receipt of the notice of termination, except as explicitly directed by the Owner, the Contractor must immediately discontinue all services affected.

Upon termination of the Agreement, the Consultant must deliver to the Owner all data, surveys, models, drawings, specifications, reports, maps, photographs, estimates, summaries, and other documents and materials prepared by the Engineer under this contract, whether complete or partially complete.

Owner agrees to make just and equitable compensation to the Consultant for satisfactory work completed up through the date the Consultant receives the termination notice. Compensation will not include anticipated profit on non-performed services.

Owner further agrees to hold Consultant harmless for errors or omissions in documents that are incomplete as a result of the termination action under this clause.

#### **A25.3.2 Termination for Default**

##### **TERMINATION FOR DEFAULT (CONSTRUCTION)**

Section 80-09 of FAA Advisory Circular 150/5370-10 establishes conditions, rights, and remedies associated with Owner termination of this contract due to default of the Contractor.

##### **TERMINATION FOR DEFAULT (EQUIPMENT)**

The Owner may, by written notice of default to the Contractor, terminate all or part of this Contract if the Contractor:

1. Fails to commence the Work under the Contract within the time specified in the Notice- to- Proceed;
2. Fails to make adequate progress as to endanger performance of this Contract in accordance with its terms;
3. Fails to make delivery of the equipment within the time specified in the Contract, including any Owner approved extensions;
4. Fails to comply with material provisions of the Contract;
5. Submits certifications made under the Contract and as part of their proposal that include false or fraudulent statements; or
6. Becomes insolvent or declares bankruptcy.

If one or more of the stated events occur, the Owner will give notice in writing to the Contractor and Surety of its intent to terminate the contract for cause. At the Owner's discretion, the notice may allow the Contractor and Surety an opportunity to cure the breach or default.

If within [10] days of the receipt of notice, the Contractor or Surety fails to remedy the breach or default to the satisfaction of the Owner, the Owner has authority to acquire equipment by other procurement action. The Contractor will be liable to the Owner for any excess costs the Owner incurs for acquiring such similar equipment.

Payment for completed equipment delivered to and accepted by the Owner shall be at the Contract price. The Owner may withhold from amounts otherwise due the Contractor for such completed equipment, such sum as the Owner determines to be necessary to protect the Owner against loss because of Contractor default.

Owner will not terminate the Contractor's right to proceed with the Work under this clause if the delay in completing the work arises from unforeseeable causes beyond the control and without the fault or negligence of the Contractor. Examples of such acceptable causes include: acts of God, acts of the Owner, acts of another Contractor in the performance of a contract with the Owner, and severe weather events that substantially exceed normal conditions for the location.

If, after termination of the Contractor's right to proceed, the Owner determines that the Contractor was not in default, or that the delay was excusable, the rights and obligations of the parties will be the same as if the Owner issued the termination for the convenience the Owner.

The rights and remedies of the Owner in this clause are in addition to any other rights and remedies provided by law or under this contract.

#### **TERMINATION FOR DEFAULT (PROFESSIONAL SERVICES)**

Either party may terminate this Agreement for cause if the other party fails to fulfill its obligations that are essential to the completion of the work per the terms and conditions of the Agreement. The party initiating the termination action must allow the breaching party an opportunity to dispute or cure the breach.

The terminating party must provide the breaching party [7] days advance written notice of its intent to terminate the Agreement. The notice must specify the nature and extent of the breach, the conditions

necessary to cure the breach, and the effective date of the termination action. The rights and remedies in this clause are in addition to any other rights and remedies provided by law or under this agreement.

- a) **Termination by Owner:** The Owner may terminate this Agreement in whole or in part, for the failure of the Consultant to:
1. Perform the services within the time specified in this contract or by Owner approved extension;
  2. Make adequate progress so as to endanger satisfactory performance of the Project; or
  3. Fulfill the obligations of the Agreement that are essential to the completion of the Project.

Upon receipt of the notice of termination, the Consultant must immediately discontinue all services affected unless the notice directs otherwise. Upon termination of the Agreement, the Consultant must deliver to the Owner all data, surveys, models, drawings, specifications, reports, maps, photographs, estimates, summaries, and other documents and materials prepared by the Engineer under this contract, whether complete or partially complete.

Owner agrees to make just and equitable compensation to the Consultant for satisfactory work completed up through the date the Consultant receives the termination notice. Compensation will not include anticipated profit on non-performed services.

Owner further agrees to hold Consultant harmless for errors or omissions in documents that are incomplete as a result of the termination action under this clause.

If, after finalization of the termination action, the Owner determines the Consultant was not in default of the Agreement, the rights and obligations of the parties shall be the same as if the Owner issued the termination for the convenience of the Owner.

- b) **Termination by Consultant:** The Consultant may terminate this Agreement in whole or in part, if the Owner:
1. Defaults on its obligations under this Agreement;
  2. Fails to make payment to the Consultant in accordance with the terms of this Agreement;
  3. Suspends the Project for more than [180] days due to reasons beyond the control of the Consultant.

Upon receipt of a notice of termination from the Consultant, Owner agrees to cooperate with Consultant for the purpose of terminating the agreement or portion thereof, by mutual consent. If Owner and Consultant cannot reach mutual agreement on the termination settlement, the Consultant may, without prejudice to any rights and remedies it may have, proceed with terminating all or parts of this Agreement based upon the Owner's breach of the contract.

In the event of termination due to Owner breach, the Engineer is entitled to invoice Owner and to receive full payment for all services performed or furnished in accordance with this Agreement and all justified reimbursable expenses incurred by the Consultant through the effective date of termination action. Owner agrees to hold Consultant harmless for errors or omissions in documents that are incomplete as a result of the termination action under this clause.

## **A26 TRADE RESTRICTION CERTIFICATION**

### **A26.1 SOURCE**

49 USC § 50104

49 CFR part 30

### **A26.2 APPLICABILITY**

Unless waived by the Secretary of Transportation, sponsors may not use AIP funds on a product or service from a foreign country included in the current list of countries that discriminate against U.S. firms as published by the Office of the United States Trade Representative (USTR).

**Contract Types** – The trade restriction certification and clause applies to all AIP funded projects.

**Use of Provision – MANDATORY TEXT.** 49 CFR part 30 prescribes the language for this model clause. The sponsor must include this certification language in all contracts and subcontracts without modification.

### **A26.3 SOLICITATION CLAUSE**

#### **TRADE RESTRICTION CERTIFICATION**

By submission of an offer, the Offeror certifies that with respect to this solicitation and any resultant contract, the Offeror –

- 1) is not owned or controlled by one or more citizens of a foreign country included in the list of countries that discriminate against U.S. firms as published by the Office of the United States Trade Representative (USTR);
- 2) has not knowingly entered into any contract or subcontract for this project with a person that is a citizen or national of a foreign country included on the list of countries that discriminate against U.S. firms as published by the USTR; and
- 3) has not entered into any subcontract for any product to be used on the Federal project that is produced in a foreign country included on the list of countries that discriminate against U.S. firms published by the USTR.

This certification concerns a matter within the jurisdiction of an agency of the United States of America and the making of a false, fictitious, or fraudulent certification may render the maker subject to prosecution under Title 18 USC Section 1001.

The Offeror/Contractor must provide immediate written notice to the Owner if the Offeror/Contractor learns that its certification or that of a subcontractor was erroneous when submitted or has become erroneous by reason of changed circumstances. The Contractor must require subcontractors provide immediate written notice to the Contractor if at any time it learns that its certification was erroneous by reason of changed circumstances.

Unless the restrictions of this clause are waived by the Secretary of Transportation in accordance with 49 CFR 30.17, no contract shall be awarded to an Offeror or subcontractor:

- 1) who is owned or controlled by one or more citizens or nationals of a foreign country included on the list of countries that discriminate against U.S. firms published by the USTR or
- 2) whose subcontractors are owned or controlled by one or more citizens or nationals of a foreign country on such USTR list or
- 3) who incorporates in the public works project any product of a foreign country on such USTR list.

Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render, in good faith, the certification required by this provision. The knowledge and information of a contractor is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

The Offeror agrees that, if awarded a contract resulting from this solicitation, it will incorporate this provision for certification without modification in all lower tier subcontracts. The Contractor may rely on the certification of a prospective subcontractor that it is not a firm from a foreign country included on the list of countries that discriminate against U.S. firms as published by USTR, unless the Offeror has knowledge that the certification is erroneous.

This certification is a material representation of fact upon which reliance was placed when making an award. If it is later determined that the Contractor or subcontractor knowingly rendered an erroneous certification, the Federal Aviation Administration (FAA) may direct through the Owner cancellation of the contract or subcontract for default at no cost to the Owner or the FAA.

## **A27 VETERAN'S PREFERENCE**

### **A27.1 SOURCE**

49 USC § 47112(c)

### **A27.2 APPLICABILITY**

**Contract Types** – This provision applies to all AIP funded projects that involve labor to carry out the project. This preference, which excludes executive, administrative, and supervisory positions, applies to covered veterans (as defined under § 47112(c)) only when they are readily available and qualified to accomplish the work required by the project.

**Use of Provision** – No mandatory text provided. The following language is acceptable to the FAA and meets the intent of this requirement. If the sponsor uses different language, the sponsor's language must fully satisfy the requirements of 49 USC § 47112.

### **A27.3 CONTRACT CLAUSE**

#### **VETERAN'S PREFERENCE**

In the employment of labor (excluding executive, administrative, and supervisory positions), the Contractor and all sub-tier contractors must give preference to covered veterans as defined within Title 49 United States Code Section 47112. Covered veterans include Vietnam-era veterans, Persian Gulf veterans, Afghanistan-Iraq war veterans, disabled veterans, and small business concerns (as defined by 15 USC 632) owned and controlled by disabled veterans. This preference only applies when there are covered veterans readily available and qualified to perform the work to which the employment relates.



## BOARD OF COMMISSIONERS

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

Jim Doherty, Chair  
Melissa Lindsay, Commissioner  
Don Russell, Commissioner

June 8, 2022

Office of Rural Development  
United States Department of Agriculture  
1400 Jefferson Dr., S.W. Rm 240-E  
Washington D.C. 20024

RE: Letter of Support – LimitBid Packing Grant Application

Dear Undersecretary Xochitl Torres Small,

We are writing in support of the LimitBid Packing application for a USDA Meat and Poultry Processing Expansion Program (MPPEP) grant. The plans and stated values of this company founded by an area rancher, align with the letter and the spirit of the program. We are looking forward to all they will accomplish for, and with, local farmers, ranchers and Oregon communities.

A new beef processing plant to the scale LimitBid Packing is proposing would provide meaningful competition in a consolidated portion of the supply chain. This additional local processing capacity will support thousands of local cattle ranchers with another marketing avenue and alleviate the current processing bottleneck, which limits prices paid to producers.

The many benefits embedded in this project are exciting and worthy of MPPEP financial assistance. They include living wage jobs, a reduction in food production miles and carbon footprint, all while supporting economic opportunities for our rural communities. These factors should propel the project forward without delay as the need is here and now.

LimitBid Packing stands out as a strong applicant for MPPEP due to its unique footing in traditional ranching. They have a commitment to build the facility with technology that will provide product transparency and traceability, both of which are in high demand domestically and in the geographically-accessible markets of Asia. The focus on sourcing cattle that are produced using sustainable, regenerative methods, combined with the processing facility technology to track beef cuts back to the ranch-level, poise this project to have a great positive impact to the Northwest beef industry. This is exactly the type of product customers demand in our modern market.

Thank you for your consideration,

---

Jim Doherty  
Chair

---

Melissa Lindsay  
Commissioner

---

Don Russell  
Commissioner



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: Robin Canaday
Department: Public Health
Short Title of Agenda Item:
(No acronyms please)

Date submitted to reviewers:
Requested Agenda Date: 6/8/2022

Fiscal Year 2021 Close-Out of Oregon Health Authority Intergovernmental Agreement #159824 for
the Financing of Public Health Services

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:

Robin Canaday 6/6/2022 Department Director

Required for all BOC meetings

Plumley J A 6/17/22 Administrator

Required for all BOC meetings

County Counsel

\*Required for all legal documents

Finance Office

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

Human Resources

\*If appropriate

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

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

# AGENDA ITEM COVER SHEET

Morrow County Board of Commissioners

(Page 2 of 2)

---

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

On 5/25/2022 we received a closeout letter from Danna Drum (Local Public Health Manager with OHA) re: IGA #159824. After submitting Morrow County's final expense report it was found that we owe a balance back to OHA for unspent funds. PE 01-05 (COVID-19 Local Active Monitoring) The Total Payment received was \$914,475.10, Morrow County's final Expenditure report stated our total eligible expenses were \$611,385.76. The reconciled amount that Morrow County did not spend totaled \$303,089.34. This amount is due back to OHA by June 15th.

## **2. FISCAL IMPACT:**

GL -101-114-5-20-2284 (Scientific Supplies TB & Communicable Disease)

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

Pay OHA back the reconciled amount: \$303,089.34

Attach additional background documentation as needed.



PUBLIC HEALTH DIVISION  
Office of the State Public Health Director

Kate Brown, Governor

Oregon  
**Health**  
Authority

800 NE Oregon Street, Suite 930  
Portland, OR 97232  
Voice: 971-673-1222  
FAX: 971-673-1299  
TTY: 711

**AWARD INFORMATION CLOSE OUT**  
**Re: Contract 159824 LPHA IGA FY21**

May 25, 2022

Robin Canaday  
Morrow County  
Contract #159824  
110 N. Court Street  
Heppner, OR 97836  
rcanaday@co.morrow.or.us

Dear Ms. Canaday:

This letter serves as a final recovery of funds documentation to Morrow County regarding the final close out of Agreement # 159824. The LPHA has submitted its final expense report(s) and OHA has found that there is a balance owed to OHA.

The Recipient has been paid a total of \$914,475.10 and the final Expenditure reports state that eligible expenses totaling \$611,385.76 have been spent. Therefore, the final award amounts have been adjusted and are reflected in the final FAA pages attached.

The attached Final FIT (funding information table), required by 2 CFR 200.331(a) has been updated based on your final expenditure reports.

Please see below for a breakdown of the Summary of Payments Made, the Reported Expenses from the final Expenditure report, as well as the amount that must be returned to OHA. Also attached is a detailed reconciliation of awards and payments.

**Summary of Payments Made:**

Total Paid: \$914,475.10

Total eligible Expenditures reported: \$611,385.76

Amount to be returned to OHA: \$303,089.34

Funds can be returned via check to the following address:

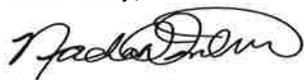
Receipting Unit  
PO Box 14006  
Salem OR 97309-9899

Please return funds to OHA by June 15, 2022. When returning funds, please provide a copy of this payment due letter and include contract number 159824 on the check.

Please contact Derrick Clark at [derrick.d.clark@dhsosha.state.or.us](mailto:derrick.d.clark@dhsosha.state.or.us) or 971-291-4776 if you have any questions or concerns regarding this letter. He is available to meet with you to discuss if that is helpful as we know you have had some significant fiscal staff changes.

Thank you for your attention to this matter.

Sincerely,



Nadia Davidson, MPH, MS  
Public Health  
Director of Finance

Cc: Derrick Clark, Program Support Manager, Office of the State Public Health  
Director  
Danna Drum, Local and Tribal Public Health Manager, OHA-PHD  
Patricia Ortiz, Morrow County Public Health Officer Manager

Program Element #	Program Element Title	Executed Award	Deobligate/re-obligate award amounts (based on final Expenditure report)	Final FY21 Award	Reported Expenses	*Eligible Reported Expenses	Payments	Payments rolled over to FY22	Total Payments	Amount Due from (to) OHA
PE01-01	State Support for Public Health	14,354.00	0.00	14,354.00	14,354.00	14,354.00	14,354.00		14,354.00	0.00
PE01-04	SSPH - COVID19 Response	16,892.27	0.00	16,892.27	16,893.00	16,892.27	16,892.27		16,892.27	0.00
PE01-05	COVID-19 Local Active Monitoring	643,319.22	(303,089.34)	340,229.88	340,229.88	340,229.88	643,319.22		643,319.22	(303,089.34)
PE01-07	ELC ED Contact Tracing - PE01-07	162,128.00	(162,128.00)	0.00	-	0.00	162,128.00	(162,128.00)	0.00	0.00
PE01-08	Community Chronic Disease Prevention	20,000.00	(20,000.00)	0.00	-	0.00	20,000.00	(20,000.00)	0.00	0.00
PE01-09	COVID-19 Active Monitoring - ELC	466,916.00	(466,916.00)	0.00	-	0.00	466,916.00	(466,916.00)	0.00	0.00
PE01-10	OIP - CARES	124,198.00	(124,198.00)	0.00	-	0.00	124,198.00	(124,198.00)	0.00	0.00
PE12	Public Health Emergency Preparedness and Response (PHEP)	70,384.00	(3,090.01)	67,293.99	67,293.99	67,293.99	67,293.99		67,293.99	0.00
PE12-02	COVID-19 Response	19,991.88	0.00	19,991.88	19,992.00	19,991.88	19,991.88		19,991.88	0.00
PE13-01	Tobacco Prevention and Education Prgram (TPEP)	7,500.00	(6,663.35)	836.65	836.65	836.65	836.65		836.65	0.00
PE42-03	MCAH Perinatal General Funds & Title XIX	1,890.00	(1,434.94)	455.06	455.06	455.06	455.06		455.06	0.00
PE42-04	MCAH Babies First! General Funds	6,044.00	(4,322.10)	1,721.90	1,721.90	1,721.90	1,721.90		1,721.90	0.00
PE42-06	MCAH General Funds & Title XIX	3,548.00	(3,548.00)	0.00	-	0.00	0.00		0.00	0.00
PE42-11	MCAH Title V	18,366.00	0.00	18,366.00	51,198.89	18,366.00	18,366.00		18,366.00	0.00
PE42-12	MCAH Oregon Mothers Care Title V	3,441.00	(2,784.16)	656.84	656.84	656.84	656.84		656.84	0.00
PE43-01	Public Health Practice (PHP) - Immunization Services (Vendors)	8,455.00	0.00	8,455.00	30,217.42	8,455.00	8,455.00		8,455.00	0.00
PE43-06	CARES Flu	16,761.00	0.00	16,761.00	16,761.00	16,761.00	16,761.00		16,761.00	0.00
PE44-01	SBHC Base	60,000.00	0.00	60,000.00	60,000.00	60,000.00	60,000.00		60,000.00	0.00
PE44-02	SBHC - Mental Health Expansion	52,220.33	(19,203.01)	33,017.32	33,017.32	33,017.32	33,017.32		33,017.32	0.00
PE46-05	RH Community Participation & Assurance of Access	12,470.00	(11,184.58)	1,285.42	1,285.42	1,285.42	1,285.42		1,285.42	0.00
PE51-01	LPHA Leadership, Governance and Program Implementation	36,910.84	(25,842.29)	11,068.55	11,068.55	11,068.55	11,068.55		11,068.55	0.00
<b>Grand Total</b>		<b>\$ 1,765,789.54</b>	<b>\$ (1,154,403.78)</b>	<b>\$ 611,385.76</b>	<b>\$ 665,981.92</b>	<b>\$ 611,385.76</b>	<b>\$ 1,687,717.10</b>	<b>\$ (773,242.00)</b>	<b>\$ 914,475.10</b>	<b>\$ (303,089.34)</b>

\* Reported expenses may have exceeded awarded amount. When this occurred, we identified only expenses up to the awarded amount



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: Katie Imes
Department: Public Transit - The Loop
Short Title of Agenda Item: Consolidated STF/STIF Advisory Committee Bylaws (Order No. OR-2022-10), and Membership Roster
Date submitted to reviewers: 5/31/2022
Requested Agenda Date: 6/8/2022
(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:
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
Justin Nelson - via email 5/31/2022 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):**

**STF/STIF Background**

Morrow County Public Transit has two advisory committees the Special Transportation Fund (STF) and the Statewide Transportation Improvement Fund (STIF). These committees assist the Morrow County Commissioners in recommending projects for our area's Public Transit needs. The Oregon Department of Transportation (ODOT) will be consolidating the two funding programs effective July 1<sup>st</sup>, 2023.

On May 18<sup>th</sup>, 2022 the two committees held a joint meeting to consolidate the bylaws and the membership roster. Attached are both the draft bylaws and membership roster for your review. Language that has been updated or added is highlighted or in red text. All changes are per the STIF updated rule and/or the committees recommendations.

Also for your review is Order No. OR-2022-10 to adopt the updated bylaws.

**2. FISCAL IMPACT:**

None

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

Motion to approve the Morrow County Public Transit Advisory Committee Bylaws, Membership roster and adopt Order No. OR-2022-10.

Attach additional background documentation as needed.

## **Morrow County Public Transit Advisory Committee (MCPT-AC)**

### **By-Laws**

#### **Article 1**

---

##### **Name**

The name of this organization shall be the Morrow County Public Transit Advisory Committee

(MCPT-AC)

#### **Article 2**

---

##### **Citations**

This Committee and these bylaws are established for the purpose of carrying out the statutory requirements as established under ORS 184.758(1)(b) and ORS 184.761, and the rules establishing the procedures and requirements for the administration of the Statewide Transportation Improvement Fund (STIF), as set forth under OAR Chapter 732, Division 040

#### **Article 3**

---

##### **Definitions**

###### **732-040-0005**

##### **Definitions**

**The following definitions apply to rules in Chapter 732, Divisions 40, 42, and 44:**

- (1) “Advisory Committee” means either a committee formed by a Qualified Entity to assist the Qualified Entity in carrying out the purposes of the STIF Formula Fund and the Advisory Committee requirements specified in ORS 184.761(1) or a joint committee formed by two or more Qualified Entities for the same purposes, pursuant to ORS 184.761(5).
- (2) “Agency” means Oregon Department of Transportation (“ODOT”).
- (3) “Americans with Disabilities Act” (“ADA”) means section 504 of the Rehabilitation Act of 1973 and the Americans with Disabilities Act of 1990 as amended by the ADA Amendments Act of 2008.

- (4) “Area Commission on Transportation” (“ACT”) means an advisory body chartered under the authority of the Commission, and subject to the Commission’s oversight and final decision-making authority.
- (5) “Area of Responsibility” means the geographic area for which each Qualified Entity is responsible to provide STIF Formula Fund moneys.
  - (a) For a Qualified Entity that is a county, the Area of Responsibility is the geographic area within the county’s jurisdictional boundaries.
  - (b) For a Qualified Entity that is a Mass Transit or Transportation District that shares continuous jurisdictional boundaries with a county, the Area of Responsibility is the geographic area within the District’s jurisdictional boundaries.
  - (c) For a Qualified Entity that is a Mass Transit or Transportation District that does not share continuous jurisdictional boundaries with a county, the Area of Responsibility is the geographic area within the jurisdictional boundaries of the county or counties in which any part of the District is located.
  - (d) For a Qualified Entity that is an Indian Tribe, the Area of Responsibility is the geographic area on which the Indian Tribe’s Tribal Enterprises are located.
- (6) “Biennium” (plural, “Biennia”) means a two-year period which runs from July 1 of an odd-numbered year to June 30 of the next odd-numbered year.
- (7) “Calendar Year” means the year which begins on January 1 and ends on December 31.
- (8) “Capital Asset” means real property or tangible items purchased or leased with STIF moneys, including without limitation vehicles and structures, with a purchase price of \$5,000 or more and a useful life of at least one year.
- (9) “Client-Only Project” means a project where the underlying transportation service is offered to a limited group of people and not made available to the general public.
- (10) “Commission” means the Oregon Transportation Commission (“OTC”) established under ORS 184.612.
- (11) “Discretionary Fund” means up to five percent of STIF funds to be disbursed to Public Transportation Service Providers, which includes Qualified Entities, through a competitive grant funding process, pursuant to ORS 184.758(2)(b).
- (12) “Fiscal Year” means the Agency’s fiscal year which begins on July 1 and ends on June 30.
- (13) “Governing Body” means the decision-making body or board of a Qualified Entity.

- (14) "Indexed Minimum" means the smallest amount to be distributed under the Population-Based Formula and Payroll-Based Formula to any one Qualified Entity. This amount is tied to the minimum distribution of the STIF Formula and Special Transportation Fund Formula programs in the 2019-2021 biennium, adjusted biennially by the rate of growth in the overall STIF fund.
- (15) "Indian Tribe" means a federally recognized Indian Tribe in Oregon that has members residing on a reservation or in tribal trust lands in Oregon.
- (16) "Intercommunity Discretionary Fund" means up to four percent of STIF funds to be disbursed to Public Transportation Service Providers through a competitive grant funding process, pursuant to ORS 184.758(2)(c).
- (17) "Intergovernmental Entity" means entities organized under ORS 190.010.
- (18) "Low-Income Household" means a household the total income of which does not exceed 200% of the poverty guidelines updated periodically in the Federal Register by the U.S. Department of Health and Human Services under the authority of 42 U.S.C. 9902(2) for the 48 Contiguous States and the District of Columbia.
- (19) "Local Plan" means a local or regional public transportation plan(s), which may include adopted policy(ies) that is developed and approved by the Governing Body of a Qualified Entity, Public Transportation Service Provider, or Metropolitan Planning Organization and which includes, at a minimum:
- (a) A planning horizon of at least four years;
  - (b) An existing and future conditions analysis that includes:
    - (A) Current and forecast population and demographics, including locations of people who are often transit dependent, including low-income households, individuals of age 65 or older, youth, and individuals who are racially and ethnically diverse;
    - (B) Locations of existing housing, employment centers, medical and social and human services centers, major destinations, and other locations with needs for public transportation services and programs;
    - (C) Inventories of current Public Transportation Services located within, adjacent to, or with the reasonable potential to connect to the local or regional public transportation services, as applicable;
  - (c) Prioritized lists of public transportation improvements and capital projects; and
  - (d) Identified opportunities to coordinate public transportation services within and outside the county, district, or tribal area and with other

agencies and areas to improve efficiency and effectiveness of service and reduce gaps in service.

- (e) Local Plans include, but are not limited to: Coordinated Public Transit Human Services Transportation Plans, Transportation System Plans, Transit Development Plans, and Transit Master Plans.
- (20) "Mass Transit District" means a district organized under ORS 267.010 to 267.390.
- (21) "Payroll-Based Formula" means the portion of STIF Formula Funds disbursed per ORS 184.758(5).
- (22) "Population-Based Formula" means the portion of STIF Formula Funds disbursed per ORS 184.758(3).
- (23) "Project" means a public transportation improvement activity or group of activities eligible for STIF moneys and a plan or proposal for which is included in a STIF Plan or in a grant application to a Qualified Entity or the Agency. Examples of project types include, but are not limited to: discrete activities, such as purchasing transit vehicles, planning, or operations; and groups of activities for a particular geographic area or new service, such as a new route that includes purchase of a transit vehicle, and maintenance and operations on the new route.
- (24) "Public Corporation" means an independent legal entity that was formed by legislative action, serves a public purpose, and is under exclusive public management or control.
- (25) "Public Transportation Advisory Committee" ("PTAC") means the ODOT Public Transportation Advisory Committee established by the Commission in 2000.
- (26) "Public Transportation Service Provider" means a Qualified Entity or a city, county, Special District, Intergovernmental Entity or any other political subdivision or municipal or Public Corporation that provides Public Transportation Services.
- (27) "Public Transportation Services" means any form of passenger transportation by car, bus, or other conveyance, either publicly or privately owned, which provides service to the general public (not including charter, sightseeing, or exclusive school bus service) on a regular and continuing basis. Such transportation may include services designed to meet the needs of a specific user group, including for older adults and individuals with disabilities, for purposes such as health care, shopping, education, employment, public services, personal business, or recreation. Public Transportation Services must be designed and advertised as Shared-Ride Service.

- (28) "Qualified Entity" means, a county in which no part of a Mass Transit District or Transportation District exists, a Mass Transit District, a Transportation District or an Indian Tribe.
- (29) "Recipient" means a Qualified Entity or Public Transportation Service Provider that has a STIF Plan approved by the Commission or enters into an agreement directly with the Agency to receive STIF funds.
- (30) "Satisfactory Continuing Control" means the legal assurance that a Capital Asset will remain available to be used for its originally authorized purpose throughout its useful life or until disposition.
- (31) "Shared-Ride Service" means a service where neither the operator nor any passenger may refuse to permit additional passengers that are otherwise complying with the operator's rules and policies.
- (32) "Special District" means a service district organized under ORS 451.010(1)(h).
- (33) "STIF Formula Fund" means up to 90 percent of the Statewide Transportation Improvement funds to be disbursed to Qualified Entities conditioned upon the Commission's approval of a STIF Plan, pursuant to ORS 184.758(2)(a).
- (34) "STIF" or "Statewide Transportation Improvement Fund" means the fund established under ORS 184.751.
- (35) "STIF Plan" means a public transportation improvement plan that is approved by a Governing Body and submitted to the Agency for review and approval by the Commission in order for the Qualified Entity to receive a share of the STIF Formula Fund.
- (36) "Statewide Transit Network" means the collection of all transit service that operates in Oregon.
- (37) "Student Transit Services" means Public Transportation Services within the Qualified Entity's area of responsibility that can feasibly and efficiently be used by students in grades 9 through 12.
- (38) "Sub-Recipient" means any entity that has entered into an agreement with a Recipient in order to complete one or more tasks specified in the agreement between the Agency and the Recipient.
- (39) "These Rules" means OAR Chapter 732 Divisions 40, 42, and 44.
- (40) "Transportation District" means a district organized under ORS 267.510 to 267.650.
- (41) "Tribal Enterprise" means a commercial activity or business managed or controlled by an Indian Tribe.
- (42) "Work Group" means a subcommittee formed by a Qualified Entity's Governing Body or Advisory

Committee for the purpose of providing additional input on STIF Formula Fund projects.

**STATUTORY/OTHER AUTHORITY:** ORS 184.619, ORS 184.658, ORS 184.761

**STATUTES/OTHER IMPLEMENTED:** ORS 184.751-184.766

**OTHER DEFINITIONS FOR THE ADVISORY COMMITTEE REPRESENTATION**

- (1) “Areas of High Percentage of Low-Income Households” shall mean geographic areas within Morrow County which are determined to have a high percentage of low-income households. Pursuant to OAR 732-040-0035(2)(a)
- (2) “Bicycle and Pedestrian Advocates” shall be individuals representing either organizations or standing committees associated with local governments within Morrow County which advocate for and promote bicycle and pedestrian-related issues, goals, projects, or interests, or which exist to advise local government elected officials on matters related to bicycle and/or pedestrian traffic safety and enforcement, pathways and travel lanes, project planning and development, and promote public events.
- (3) “Commissioners” or “The Commissioners” shall mean the Morrow County Board of Commissioners.
- (4) “Committee” or “The Committee” shall mean the Morrow County Public Transit Advisory Committee. Outside of these Bylaws, this Committee may commonly be referred to as “Morrow County Public Transit Committee”
- (5) “Employer Representative” shall mean any employee, supervisor, manager, or owner of a business enterprise legally operating within the boundaries of Morrow County
- (6) “Environmental Advocates” shall be individuals representing either organizations or standing committees associated with local governments in Morrow County which advocate for any of a wide range of environmental issues, goals, projects, or interests, or which exist to advise local government elected officials on matters related to the environment or to environmental features of public property.
- (7) “Local Government Representative” shall mean an employee of a County, municipal, or special district governmental organization formed and organized under the Oregon Revised Statutes and operating within the jurisdictional boundaries of Morrow County.

- (8) "Low-Income Individuals" or "person with low-income" shall mean individuals with an income at or below 150% of the Federal Poverty Level for the size of family including children and dependents.
- (9) "Major Destinations" shall mean a well-known and commonly recognized destination within Morrow County, which may either be at one physical location (ex. Morrow County Historical Museum) or a group of destinations located within an industry (ex. Local wineries or craft beer breweries.) A "Representative of Major Destinations" may be an employee, manager or owner of a destination or representing a destination industry group or a member of an organization which promotes tourism with Morrow County generally.
- (10) "Non-Profit Public Transportation Service Provider Representative" shall mean a representative of a non-profit transportation service engaged in providing public transportation service with the County, regardless of whether or not this entity receives public transportation funding.
- (11) "Person(s) living with Disabilities" shall mean individuals with disabilities which limit or constrain any aspect of their daily life, and may include, but is not necessarily limited to, physical, intellectual, cognitive, developmental, and /or emotional disabilities.
- (12) "Persons with Limited English Proficiency" shall be persons as defined in Morrow County's Limited English Proficiency Plan adopted by the Board of Commissioners, who did not speak English as their original language and who may have limited proficiency in either speaking or understanding written or spoken English, or both.
- (13) "Public Transportation Service Provider Representative" shall mean a representative of a publicly managed transportation service engaged in providing public transportation services with the County.
- (14) "Representative of Educational Institutions" shall mean a person who is employed by or on the Board of Directors of a K-12 public school; chartered or state-licensed private K-12 school, community college, university, private college, or trade school operating within the jurisdictional boundaries of Morrow County.
- (15) "Representative of Low-Income Individuals" shall be a person representing the needs of low-income transportation system users, and who is familiar through association with groups or individuals with special transportation needs of low-income users.
- (16) "Representative Person(s) living with Disabilities" shall be a person representing the needs of disabled transportation system users, and who is familiar through association with groups or individuals, or facilities serving persons with disabilities, is familiar with the special transportation needs of disabled users.

- (17) "Representative of Persons with Limited English Proficiency" shall be someone representing the needs of transportation system users with limited English proficiency, and who is familiar through association with neighborhood groups, local school groups, social services or non-profit agencies, with the transportation needs of limited English proficiency users.
- (18) "Senior" or "Elderly" shall mean persons sixty (60) years of age or older. A "Senior Representative" shall be someone, who may also be a senior, representing the needs of elderly transportation system users, and who is familiar through association with groups or individuals, or facilities serving seniors, with the special transportation needs of elderly users.
- (19) "Social and Human Service Provider Representative" shall mean a representative of a social services, human services, or health services agency operating within Morrow County. Said agency may be a public agency, a non-profit agency, or a not-for-profit institution such as a health center.
- (20) "Social Equity Advocates" shall be individuals representing either organizations or standing committees associated with local governments within Morrow County which advocate for equity for groups of persons who may be disadvantaged due to but not limited to ethnicity; income or other economic circumstances; limited English proficiency; homelessness; citizenship status; gender identity; sexual orientation; or which exist to advise local government elected officials on matters related to equity.
- (21) "Transit Dependent User" shall mean an individual who is dependent on public transportation for mobility due to economic reasons or due to other special transportation needs.

---

## Article 4

### Function

**Section 1. Purpose:** The Committee shall assist the Commissioners in tasks and duties supporting local and regional transportation services funded through the State Transportation Improvement Fund (STIF) and allocated to Morrow County, for distribution to Public Transportation Service Providers within and adjacent to Morrow County. The Committee's functions also include promoting and educating the public on the acceptance and usage of the transit system.

**Section 2. Major Tasks:** The Committee shall have four major tasks. These are:

- (a) Reviewing and advising staff on the development of the local STIF Plan, consistent with the guidelines promulgated by State administering agencies;
- (b) Reviewing all projects proposed for inclusion within the STIF Plan, and prioritizing the approved projects, including the funding level for each project to be included within the STIF Plan;

- (c) Developing a process for monitoring and evaluating projects to ensure that Public Transportation Providers that have received funds are applying the funds in accordance with and for the purposes described within their project proposal;
- (d) As and if requested, and in the manner directed by the Commissioners, reviewing and advising staff on the methodology for distribution of STIF Formula Program monies allocated to Morrow County;

Section 3. STIF Plan Duties: The Committee shall perform the tasks consistent with the administrative requirements set forth under OAR Chapter 732, Division 040, as defined by Morrow County:

- (a) Hold public meetings to assist and advise staff with the development of the County's local STIF Plan, including components of the Plan developed by or for other Public Transportation Service Providers within the County;
- (b) Review every project proposed for inclusion in the County's STIF Plan and make a determination whether to recommend inclusion or rejection of the project for the STIF Plan;
- (c) Advise and assist staff by recommending projects to be included in the STIF Plan; the priority of each project in the Plan; and the level of project funding to be included for each project, consistent with the County's allocation process for the distribution of Formula Fund moneys;
- (d) Consider the criteria established under OAR Chapter 732, Division 040 when identifying Projects for inclusion in the STIF Plan, including but not limited to; expanded service and frequency in areas with a high percentage of low-income households; improved service connections between communities; reduced fragmentation of service and closure of service gaps; maintenance of existing services; and other factors such as geographic equity;
- (e) Advise staff regarding the opportunities to coordinate STIF funded projects in the Plan with other local or regional transportation programs and services;
- (f) Recommend to the Board of Commissioners a STIF Plan which includes the prioritization of projects proposed for funding within the Plan;
- (g) Develop processes for review and monitoring of ongoing funded projects and local Plans, which may include reporting and site visits to local public transportation providers receiving STIF project funding;
- (h) If appropriate, propose changes to policies or practices to ensure

that the Public Transportation Service Provider has applied the monies received in accordance with and for the purposes described in the STIF Plan or project proposal, and that the project does not unduly fragment the provision of public transportation services.

## ARTICLE 5

### Membership

Section 1. Number, Qualifications, and Selection of Members: The Committee shall consist of no less than five (5), and no more than nine (9) members, appointed directly by the Commissioners, as follows:

- a) To be qualified to serve on the Committee, an individual must:
- Reside or work in Morrow County and;
  - Be knowledgeable about the public transportation needs of residents or employees located within or traveling to and from the County and be a person who is a member of or represents one or more of the following:
    - local governments, including land use planners;
    - people with disabilities;
    - veterans;
    - low-income individuals;
    - social equity advocates;
    - environmental advocates;
    - black, indigenous, and people of color;
    - bicycle and pedestrian advocates;
    - people with limited English proficiency;
    - public health, social and human service providers;
    - transit users who depend on transit for accomplishing daily activities;
    - individuals age 65 or older;
    - educational institutions;
    - Public Transportation Service Providers;
    - non-profit entities which provide public transportation services;
    - neighboring Public Transportation Service Providers; employers;
    - or
    - major destinations for users of public transit.
- b) If a Qualified Entity is a county with a population fewer than 50,000 persons, then its Advisory Committee, or the joint Advisory Committee in which it participates, must include at least three members who collectively represent each of the groups listed in 732-040-0035(6) (a-d).
1. low-income individuals;

2. individuals age 65 or older;
  3. people with disabilities; and
  4. Public Transportation Service Providers or non-profit entities which provide public transportation services.
- c) The Commissioners will seek to appoint Committee members who represent the diverse interests, perspectives, geography, and demographics of the County. Consideration may also be given to individuals within these categories who are users of public transportation services provided within the County.

**Section 2. Alternate Members:** the second group of nine shall comprise the alternate voting members who may stand in as voting members if their designated voting member is absent. This group shall be selected in the same manner as the voting members using the same criteria for geographic location.

**Section 3. Ex Officio Members:** The Committee may additionally consist of any of the following ex officio members, appointed by the Board of Commissioners as follows:

One (1) County representative;

Any additional representatives which the Board of Commissioners deems appropriate.

**Section 4. Terms of Office:** Terms shall be three (3) years. Any member may serve two (2) successive terms if reappointed by the Board of Commissioners. Terms begin on July 1 and end on June 30. Terms shall be staggered, with either two or three members' terms expiring each year.

**Section 5. Member Responsibilities:**

1. All Committee members shall regularly attend meetings of the Committee and any meetings of the subcommittees to which they are appointed, and shall fulfill other duties as appointed by the Chairman.
2. Meeting attendance is mandatory unless previously arranged with the County Transportation Coordinator, alternates are permitted to vote in such cases.
3. All Committee members shall come prepared to achieve meeting objectives described in the published agenda, focus on the agreed scope of the group operation, and listen to and appreciate a diversity of views and opinions.

**Section 6. Termination of Membership:**

The Board of Commissioners may remove Committee members by a majority as follows:

- (a) The Board of Commissioners may declare a member's position vacant

when the member has had three (3) unexcused absences in one year or no longer meets a membership requirement;

- (b) For cause following a public hearing, for reasons including, but not limited to the commission of a felony, corruption, intentional violation of open meetings law, failure to declare a conflict of interest, or incompetence

Section 7. Vacancies: The Board of Commissioners shall make appointments to fill vacancies as they occur. Such appointments shall be for the duration of the unexpired term of that position.

---

## ARTICLE 6

### Officers

The following officers shall be elected from the Committee members during the first meeting of each calendar year:

Chair: The Chair shall have the responsibility of conducting all meetings and hearings in an orderly manner. The Chair may not initiate a motion, but may second, and shall vote on each issue after the question is called.

Vice Chair: The Vice Chair shall be responsible for conducting the meetings and hearings in the absence of the Chair.

---

## ARTICLE 7

### Subcommittees

Section 1. Creation of Subcommittees: The Committee shall have the power to create subcommittees with such responsibilities as the Committee directs.

Section 2. Naming of Subcommittees: The Chair shall appoint and charge each subcommittee with its responsibilities, shall appoint the members of the subcommittee, and shall appoint the chair of the subcommittee in the event the subcommittee consists of more than one person.

The subcommittee chair shall be responsible for scheduling meetings, assigning specific tasks within the mandate of the subcommittee, and reporting to the Committee concerning the work of the subcommittee.

---

## ARTICLE 8

### Advisors

The Committee and the subcommittees may call on lay citizens and professionals as advisors without voting rights to provide technical assistance,

expert guidance and advice, data support and analysis, provide information for and testify in deliberations, and attend meetings to the extent deemed appropriate and approved by the Committee and the Chair.

Calling of advisors by the Committee will be coordinated by the Chair or subcommittee chairs through County staff assigned to the Committee.

## ARTICLE 9

---

### Meetings

**Section 1. Regular Meetings:** Meetings shall be held a minimum of two times per year, as required by statute, but may be held more frequently to carry out the purposes of the Committee. These meetings shall be held in publicly accessible facilities and shall take place during transit operating hours, to facilitate the attendance of interested individuals. Attendance may be achieved by being in person or available by phone or other electronic means.

**Section 2. Special Meetings:** Special meetings may be called by the Chair or by the Board of Commissioners by giving the members and the press written or verbal notice at least 24 hours before the meeting.

**Section 3. Quorum:** A simple majority of the appointed, and filled, voting membership shall constitute a quorum. All business conducted with a majority vote of the quorum shall stand as the official action of the Committee.

**Section 4. Voting:** Each Committee member, except ex officio members, shall have one vote. In the event the Chair's vote shall create a tie vote, the Chair shall refrain from voting. A Committee member shall not vote on any funding decision in which they are an applicant for funds.

**Section 5. Staff:** Administrative staff to the Committee shall be determined by the Commissioners in consultation with the County Administrator. Staff for recording the proceedings of the Committee shall also be provided by the County.

**Section 6. Agenda:** The Chair, with the assistance of the County-provided staff, shall prepare the agenda of items requiring Committee action, and shall add items of business as may be requested by individual Committee members and/or the Board of Commissioners. Agendas of all meetings shall be posted in advance as required under existing County policy and filed with the Commissioners.

**Section 7. Notice:** All members shall be given written notice of time, date, location, and purpose of the meetings at least three (3) days before a regular Committee meeting, and written or verbal notice one (1) day before a special meeting. In the event a member is provided with less than three (3) days written notice of a regular meeting, or less than one (1) day actual notice of a special meeting, and objects to the proceedings based on a lack of adequate notice, all business conducted at that meeting shall be reconsidered at the next

regular meeting or at a special meeting called with adequate notice.

Section 8. Minutes: Minutes recording all motions and subsequent actions for each issue shall be taken. In addition, all conflicts of interest shall be noted. Minutes of all meetings shall be posted following all meetings as required under public meeting laws.

---

## ARTICLE 10

---

### **Public Records & Meeting Law and Public Engagement**

Section 1. Public Records and Meeting Law: The Committee is a public body for the purposes of ORS Chapter 192, and is subject to the statutory procedures related to Oregon public records and meetings. Pursuant to OAR 732-040-035(2)(b), written copies of Committee agendas, minutes, and By-laws shall be made available to the public for a period of no less than six (6) years.

Section 1. Public Engagement: Pursuant to OAR 735-040-0035, the Committee shall strive to seek public engagement in all its deliberative processes, with particular regard to the selection of projects for inclusion and funding in the County STIF Plan

---

## ARTICLE 11

---

### **Parliamentary Procedure**

The current edition of Robert's Rules of Order shall govern the Committee where not inconsistent with these By-laws or any special rules of order the Committee shall adopt.

---

## ARTICLE 12

---

### **Conflict of Interest**

A potential or actual conflict of interest shall be declared by any member who has or may have a conflict of interest as defined by Oregon law (ORS 244.020), prior to taking any action on the matter causing the conflict. No member shall vote upon any motion which requires a declaration of an actual conflict of interest.

---

## ARTICLE 13

---

### **By-Laws and Amendments**

Section 1. By-laws: The Committee shall maintain written By-laws pursuant to OARS 732-040-035 that include, but are not limited to, name and purpose, committee membership criteria, appointment process, terms of office for the

committee members, general procedures of the committee, member duties, meeting schedule, public noticing requirements and engagement processes, and the STIF Plan development process and general decision-making criteria.

Section 2. Review of By-laws: The Committee shall periodically review its By-laws and update them as required, but no less frequently than every three (3) years. Committee By-laws will be reviewed by the County Counsel and presented to the Commissioners for adoption. The Commissioners may also elect to review Committee By-laws at any time.

Section 3. Amendments: Committee By-laws may be amended by the Board of Commissioners upon its own motion. Prior to an amendment, the Board of Commissioners may request a recommendation from the Committee which may recommend changes at any regular meeting of the Committee by a two-thirds vote of the appointed and filled membership, provided that the recommended amendment has been submitted in writing to the Committee members no later than three days before the regular meeting.

**Morrow County Public Transportation Advisory Committee**

2022

Members	Minimum Members: 5	Maximum Members: 9	Term allowance: 3 years
NAMES	REPRESENTING		TERM EXPIRATION
Vacancy	People with limited English proficiency - At Large		
<b>Alternate</b>			
Karen Pettigrew	Boardman/Low Income		12/31/2023
<b>Alternate</b>			
Debbie Radie - Vice Chair	Port of Morrow Employers/Employees		12/31/2024
<b>Alternate</b>			
Sheryll Bates	Heppner/Seniors		10/30/2024
<b>Alternate</b> Debra Khaljani			12/31/2022
Aaron Palmquist - Chair	Irrigon/Low Income		6/30/2024
<b>Alternate</b>			
Vacancy	Ione		
<b>Alternate</b>			
Vacancy	Lexington		
<b>Alternate</b>			
Katie Imes	County Staff/Transportation Coordinator		12/31/2022
<b>Alternate</b>			
Stephanie Case	County Staff/Local Planner		12/31/2022
<b>Alternate</b> George Nairns			12/31/2022

**Proposed Updates to Consolidating STF/STIF Membership**

Update name to "Morrow County Public Transportation Advisory Committee"

Provide alternate for each position

Limit Representation to each community within Morrow County and add categories "People with limited English proficiency" and "Port of Morrow/Employers/Employees"

Move STF Member - Debra Khaljani to Heppner alternate

Move George Nairns to Heppner or County Staff alternate

Carry over recent officer elections

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

IN THE MATTER OF ESTABLISHING )  
THE MORROW COUNTY PUBLIC ) ORDER NO: OR-2022-10  
TRANSIT ADVISORY COMMITTEE )

This matter having come before the Morrow County Board of Commissioners this 8<sup>TH</sup> day of June 2022, the Morrow County Board of Commissioners does hereby issue the following ORDER:

- I. The Morrow County Public Transit (MCPT) Advisory Committee shall be created as of June 8, 2022.
- II. The MCPT Advisory Committee shall assist the Commissioners in tasks and duties supporting local and regional transportation services funded through the Statewide Transportation Improvement Fund (STIF) and allocated to Morrow County, for distribution to Public Transportation Service Providers within and adjacent to Morrow County.
- III. The Morrow County Board of Commissioners adopts the bylaws of MCPT Advisory Committee (Attachment A).
- IV. The MCPT Advisory Committee shall follow the bylaws approved by the Morrow County Board of Commissioners.

SO ORDERED this 8<sup>th</sup> day of June 2022.

**MORROW COUNTY  
BOARD OF COMMISSIONERS**

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

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

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

**Bylaws of the  
Morrow County  
Public Transit Advisory Committee**

**Approved by Morrow County Board of Commissioners: 6/8/2022**

**ARTICLE I: NAME**

The name of this organization shall be the Morrow County Public Transit Advisory Committee (MCPT-AC).

**ARTICLE II: CITATIONS**

This Committee and these bylaws are established for the purpose of carrying out the statutory requirements as established under ORS 184.758(1)(b) and ORS 184.761, and the rules establishing the procedures and requirements for the administration of the Statewide Transportation Improvement Fund (STIF), as set forth under OAR Chapter 732, Division 040.

**ARTICLE III: DEFINITIONS**

**732-040-0005**

The following definitions apply to rules in Chapter 732, Divisions 40, 42, and 44:

1. "Advisory Committee" means either a committee formed by a Qualified Entity to assist the Qualified Entity in carrying out the purposes of the STIF Formula Fund and the Advisory Committee requirements specified in ORS 184.761(1) or a joint committee formed by two or more Qualified Entities for the same purposes, pursuant to ORS 184.761(5).
2. "Agency" means Oregon Department of Transportation (ODOT).
3. "Americans with Disabilities Act" (ADA) means section 504 of the Rehabilitation Act of 1973 and the Americans with Disabilities Act of 1990 as amended by the ADA Amendments Act of 2008.
4. "Area Commission on Transportation" (ACT) means an advisory body chartered under the authority of the Commission, and subject to the Commission's oversight and final decision-making authority.
5. "Area of Responsibility" means the geographic area for which each Qualified Entity is responsible to provide STIF Formula Fund moneys.
  - a. For a Qualified Entity that is a county, the Area of Responsibility is the geographic area within the county's jurisdictional boundaries.
  - b. For a Qualified Entity that is a Mass Transit or Transportation District that shares continuous jurisdictional boundaries with a county, the Area of Responsibility is the geographic area within the District's jurisdictional boundaries.
  - c. For a Qualified Entity that is a Mass Transit or Transportation District that does not share continuous jurisdictional boundaries with a county, the Area of Responsibility is the geographic area within the jurisdictional boundaries of the county or counties in which any part of the District is located.
  - d. For a Qualified Entity that is an Indian Tribe, the Area of Responsibility is the geographic area on which the Indian Tribe's Tribal Enterprises are located.
6. "Biennium" (plural, "Biennia") means a two-year period which runs from July 1 of an odd-numbered year to June 30 of the next odd-numbered year.

7. "Calendar Year" means the year which begins on January 1 and ends on December 31.
8. "Capital Asset" means real property or tangible items purchased or leased with STIF moneys, including without limitation vehicles and structures, with a purchase price of \$5,000 or more and a useful life of at least one year.
9. "Client-Only Project" means a project where the underlying transportation service is offered to a limited group of people and not made available to the general public.
10. "Commission" means the Oregon Transportation Commission ("OTC") established under ORS 184.612.
11. "Discretionary Fund" means up to five percent of STIF funds to be disbursed to Public Transportation Service Providers, which includes Qualified Entities, through a competitive grant funding process, pursuant to ORS 184.758(2)(b).
12. "Fiscal Year" means the Agency's fiscal year which begins on July 1 and ends on June 30.
13. "Governing Body" means the decision-making body or board of a Qualified Entity.
14. "Indexed Minimum" means the smallest amount to be distributed under the Population-Based Formula and Payroll-Based Formula to any one Qualified Entity. This amount is tied to the minimum distribution of the STIF Formula and Special Transportation Fund Formula programs in the 2019-2021 biennium, adjusted biennially by the rate of growth in the overall STIF fund.
15. "Indian Tribe" means a federally recognized Indian Tribe in Oregon that has members residing on a reservation or in tribal trust lands in Oregon.
16. "Intercommunity Discretionary Fund" means up to four percent of STIF funds to be disbursed to Public Transportation Service Providers through a competitive grant funding process, pursuant to ORS 184.758(2)(c).
17. "Intergovernmental Entity" means entities organized under ORS 190.010.
18. "Low-Income Household" means a household the total income of which does not exceed 200% of the poverty guidelines updated periodically in the Federal Register by the U.S. Department of Health and Human Services under the authority of 42 U.S.C. 9902(2) for the 48 Contiguous States and the District of Columbia.
19. "Local Plan" means a local or regional public transportation plan(s), which may include adopted policy(ies) that is developed and approved by the Governing Body of a Qualified Entity, Public Transportation Service Provider, or Metropolitan Planning Organization and which includes, at a minimum:
  - a. A planning horizon of at least four years;
  - b. An existing and future conditions analysis that includes:
    - i. Current and forecast population and demographics, including locations of people who are often transit-dependent, including low-income households, individuals of age 65 or older, youth, and individuals who are racially and ethnically diverse.
    - ii. Locations of existing housing, employment centers, medical and social and human services centers, major destinations, and other locations with needs for public transportation services and programs.
    - iii. Inventories of current Public Transportation Services located within, adjacent to, or with the reasonable potential to connect to the local or regional public transportation services, as applicable.

- c. Prioritized lists of public transportation improvements and capital projects; and
  - d. Identified opportunities to coordinate public transportation services within and outside the county, district, or tribal area and with other agencies and areas to improve efficiency and effectiveness of service and reduce gaps in service.
  - e. Local Plans include, but are not limited to: Coordinated Public Transit Human Services Transportation Plans, Transportation System Plans, Transit Development Plans, and Transit Master Plans.
20. "Mass Transit District" means a district organized under ORS 267.010 to 267.390.
  21. "Payroll-Based Formula" means the portion of STIF Formula Funds disbursed per ORS 184.758(5).
  22. "Population-Based Formula" means the portion of STIF Formula Funds disbursed per ORS 184.758(3).
  23. "Project" means a public transportation improvement activity or group of activities eligible for STIF moneys and a plan or proposal for which is included in a STIF Plan or in a grant application to a Qualified Entity or the Agency. Examples of project types include, but are not limited to: discrete activities, such as purchasing transit vehicles, planning, or operations; and groups of activities for a particular geographic area or new service, such as a new route that includes purchase of a transit vehicle, and maintenance and operations on the new route.
  24. "Public Corporation" means an independent legal entity that was formed by legislative action, serves a public purpose, and is under exclusive public management or control.
  25. "Public Transportation Advisory Committee" (PTAC) means the ODOT Public Transportation Advisory Committee established by the Commission in 2000.
  26. "Public Transportation Service Provider" means a Qualified Entity or a city, county, Special District, Intergovernmental Entity or any other political subdivision or municipal or Public Corporation that provides Public Transportation Services.
  27. "Public Transportation Services" means any form of passenger transportation by car, bus, or other conveyance, either publicly or privately owned, which provides service to the general public (not including charter, sightseeing, or exclusive school bus service) on a regular and continuing basis. Such transportation may include services designed to meet the needs of a specific user group, including for older adults and individuals with disabilities, for purposes such as health care, shopping, education, employment, public services, personal business, or recreation. Public Transportation Services must be designed and advertised as Shared-Ride Service.
  28. "Qualified Entity" means, a county in which no part of a Mass Transit District or Transportation District exists, a Mass Transit District, a Transportation District or an Indian Tribe.
  29. "Recipient" means a Qualified Entity or Public Transportation Service Provider that has a STIF Plan approved by the Commission or enters into an agreement directly with the Agency to receive STIF funds.
  30. "Satisfactory Continuing Control" means the legal assurance that a Capital Asset will remain available to be used for its originally authorized purpose throughout its useful life or until disposition.
  31. "Shared-Ride Service" means a service where neither the operator nor any passenger may refuse to permit additional passengers that are otherwise complying with the operator's rules and policies.
  32. "Special District" means a service district organized under ORS 451.010(1)(h).

33. "STIF Formula Fund" means up to 90 percent of the Statewide Transportation Improvement funds to be disbursed to Qualified Entities conditioned upon the Commission's approval of a STIF Plan, pursuant to ORS 184.758(2)(a).
34. "STIF" or "Statewide Transportation Improvement Fund" means the fund established under ORS 184.751.
35. "STIF Plan" means a public transportation improvement plan that is approved by a Governing Body and submitted to the Agency for review and approval by the Commission in order for the Qualified Entity to receive a share of the STIF Formula Fund.
36. "Statewide Transit Network" means the collection of all transit service that operates in Oregon.
37. "Student Transit Services" means Public Transportation Services within the Qualified Entity's area of responsibility that can feasibly and efficiently be used by students in grades nine through 12.
38. "Sub-Recipient" means any entity that has entered into an agreement with a Recipient in order to complete one or more tasks specified in the agreement between the Agency and the Recipient.
39. "These Rules" means OAR Chapter 732 Divisions 40, 42, and 44.
40. "Transportation District" means a district organized under ORS 267.510 to 267.650.
41. "Tribal Enterprise" means a commercial activity or business managed or controlled by an Indian Tribe.
42. "Work Group" means a subcommittee formed by a Qualified Entity's Governing Body or Advisory Committee for the purpose of providing additional input on STIF Formula Fund projects.

**STATUTORY/OTHER AUTHORITY:** ORS 184.619, ORS 184.658, ORS 184.761

**STATUTES/OTHER IMPLEMENTED:** ORS 184.751-184.766

**OTHER DEFINITIONS FOR THE ADVISORY COMMITTEE REPRESENTATION**

1. "Areas of High Percentage of Low-Income Households" shall mean geographic areas within Morrow County which are determined to have a high percentage of low-income households as defined in OAR 732-040-0005.
2. "Bicycle and Pedestrian Advocates" shall be individuals representing either organizations or standing committees associated with local governments within Morrow County which advocate for and promote bicycle and pedestrian-related issues, goals, projects, or interests, or which exist to advise local government elected officials on matters related to bicycle and/or pedestrian traffic safety and enforcement, pathways and travel lanes, project planning and development, and promote public events.
3. "Commissioners" or "The Commissioners" shall mean the Morrow County Board of Commissioners.
4. "Committee" or "The Committee" shall mean the Morrow County Public Transit Advisory Committee. Outside of these Bylaws, this Committee may commonly be referred to as "Morrow County Public Transit Committee."
5. "Employer Representative" shall mean any employee, supervisor, manager, or owner of a business enterprise legally operating within the boundaries of Morrow County.

6. "Environmental Advocates" shall be individuals representing either organizations or standing committees associated with local governments in Morrow County which advocate for any of a wide range of environmental issues, goals, projects, or interests, or which exist to advise local government elected officials on matters related to the environment or to environmental features of public property.
7. "Local Government Representative" shall mean an employee of a County, municipal, or special district governmental organization formed and organized under the Oregon Revised Statutes and operating within the jurisdictional boundaries of Morrow County.
8. "Low-Income Individuals" or "person with low-income" shall mean individuals with an income at or below 150% of the Federal Poverty Level for the size of family including children and dependents.
9. "Major Destinations" shall mean a well-known and commonly recognized destination within Morrow County, which may either be at one physical location (ex. Morrow County Historical Museum) or a group of destinations located within an industry (ex. Local wineries or craft beer breweries). A "Representative of Major Destinations" may be an employee, manager or owner of a destination or representing a destination industry group or a member of an organization which promotes tourism with Morrow County generally.
10. "Non-Profit Public Transportation Service Provider Representative" shall mean a representative of a non-profit transportation service engaged in providing public transportation service with the County, regardless of whether or not this entity receives public transportation funding.
11. "Person(s) living with Disabilities" shall mean individuals with disabilities which limit or constrain any aspect of their daily life, and may include, but is not necessarily limited to, physical, intellectual, cognitive, developmental, and/or emotional disabilities.
12. "Persons with Limited English Proficiency" shall be persons as defined in Morrow County's Limited English Proficiency Plan adopted by the Board of Commissioners, who do not speak English as their original language and who may have limited proficiency in either speaking or understanding written or spoken English, or both.
13. "Public Transportation Service Provider Representative" shall mean a representative of a publicly managed transportation service engaged in providing public transportation services with the County.
14. "Representative of Educational Institutions" shall mean a person who is employed by or on the Board of Directors of a K-12 public school; chartered or state-licensed private K-12 school, community college, university, private college, or trade school operating within the jurisdictional boundaries of Morrow County.
15. "Representative of Low-Income Individuals" shall be a person representing the needs of low-income transportation system users, and who is familiar through association with groups or individuals with special transportation needs of low-income users.
16. "Representative Person(s) living with Disabilities" shall be a person representing the needs of disabled transportation system users, and who is familiar through association with groups or individuals, or facilities serving persons with disabilities, and is familiar with the special transportation needs of disabled users.
17. "Representative of Persons with Limited English Proficiency" shall be someone representing the needs of transportation system users with limited English proficiency, and who is familiar through association with neighborhood groups, local school groups, social services or non-profit agencies, with the transportation needs of limited English proficiency users.

18. “Senior” or “Elderly” shall mean persons 60 years of age or older. A “Senior Representative” shall be someone, who may also be a senior, representing the needs of elderly transportation system users, and who is familiar through association with groups or individuals, or facilities serving seniors, with the special transportation needs of elderly users.
19. “Social and Human Service Provider Representative” shall mean a representative of a social services, human services, or health services agency operating within Morrow County. Said agency may be a public agency, a non-profit agency, or a not-for-profit institution such as a health center.
20. “Social Equity Advocates” shall be individuals representing either organizations or standing committees associated with local governments within Morrow County which advocate for equity for groups of persons who may be disadvantaged due to, but not limited to, ethnicity; income or other economic circumstances; limited English proficiency; homelessness; citizenship status; gender identity; sexual orientation; or which exist to advise local government elected officials on matters related to equity.
21. “Transit Dependent User” shall mean an individual who is dependent on public transportation for mobility due to economic reasons or due to other special transportation needs.

#### **ARTICLE IV: FUNCTION**

**Section 1. Purpose:** The Committee shall assist the Commissioners in tasks and duties supporting local and regional transportation services funded through the State Transportation Improvement Fund (STIF) and allocated to Morrow County, for distribution to Public Transportation Service Providers within and adjacent to Morrow County. The Committee's functions also include promoting and educating the public on the acceptance and usage of the transit system.

**Section 2. Major Tasks:** The Committee shall have four major tasks. These are:

1. Reviewing and advising staff on the development of the local STIF Plan, consistent with the guidelines promulgated by State administering agencies.
2. Reviewing all projects proposed for inclusion within the STIF Plan, and prioritizing the approved projects, including the funding level for each project to be included within the STIF Plan.
3. Developing a process for monitoring and evaluating projects to ensure that Public Transportation Providers that have received funds are applying the funds in accordance with, and for, the purposes described within their project proposal.
4. As, and if requested, and in the manner directed by the Commissioners, reviewing and advising staff on the methodology for distribution of STIF Formula Program moneys allocated to Morrow County.

**Section 3. STIF Plan Duties:** The Committee shall perform the tasks consistent with the administrative requirements set forth under OAR Chapter 732, Division 040, as defined by Morrow County:

1. Hold public meetings to assist and advise staff with the development of the County's local STIF Plan, including components of the Plan developed by or for other Public Transportation Service Providers within the County.
2. Review every project proposed for inclusion in the County's STIF Plan and make a determination whether to recommend inclusion or rejection of the project for the STIF Plan.

3. Advise and assist staff by recommending projects to be included in the STIF Plan; the priority of each project in the Plan; and the level of project funding to be included for each project, consistent with the County's allocation process for the distribution of Formula Fund moneys.
4. Consider the criteria established under OAR Chapter 732, Division 040 when identifying Projects for inclusion in the STIF Plan, including but not limited to, expanded service and frequency in areas with a high percentage of low-income households; improved service connections between communities; reduced fragmentation of service and closure of service gaps; maintenance of existing services; and other factors such as geographic equity.
5. Advise staff regarding the opportunities to coordinate STIF funded projects in the Plan with other local or regional transportation programs and services.
6. Recommend to the Board of Commissioners a STIF Plan which includes the prioritization of projects proposed for funding within the Plan.
7. Develop processes for review and monitoring of ongoing funded projects and local Plans, which may include reporting and site visits to local public transportation providers receiving STIF project funding.
8. If appropriate, propose changes to policies or practices to ensure that the Public Transportation Service Provider has applied the moneys received in accordance with, and for the purposes described in the STIF Plan or project proposal, and that the project does not unduly fragment the provision of public transportation services.

#### **ARTICLE V: MEMBERSHIP**

**Section 1. Number, Qualifications, and Selection of Members:** The Committee shall consist of no less than five, and no more than nine members, appointed directly by the Board of Commissioners, as follows:

1. To be qualified to serve on the Committee, an individual must:
  - a. Reside or work in Morrow County and;
  - b. Be knowledgeable about the public transportation needs of residents or employees located within or traveling to and from the County, and be a person who may be a member of, or represent, one or more of the following:
    - Local governments, including land use planners
    - People with disabilities
    - Veterans
    - Low-income individuals
    - Social equity advocates
    - Environmental advocates
    - Black, indigenous, and people of color;
    - Bicycle and pedestrian advocates
    - People with limited English proficiency
    - Public health, social and human service providers
    - Transit users who depend on transit for accomplishing daily activities
    - Individuals age 65 or older
    - Educational institutions
    - Public Transportation Service Providers
    - Non-profit entities which provide public transportation services

- Neighboring Public Transportation Service Providers; employers; or
  - Major destinations for users of public transit
2. If a Qualified Entity is a county with a population fewer than 50,000 persons, then its Advisory Committee, or the joint Advisory Committee in which it participates, must include at least three members who collectively represent each of the groups listed in 732-040-0035(6) (a-d).
    - a. Low-income individuals
    - b. Individuals age 65 or older
    - c. People with disabilities
    - d. Public Transportation Service Providers or non-profit entities which provide public transportation services
  3. The Commissioners will seek to appoint committee members who represent the diverse interests, perspectives, geography, and demographics of the County. Consideration may also be given to individuals within these categories who are users of public transportation services provided within the County.

**Section 2. Alternate Members:** The second group of nine shall comprise the alternate voting members who may stand in as voting members if their designated voting member is absent. This group shall be selected in the same manner as the voting members using the same criteria for geographic location.

**Section 3. Ex Officio Members:** The Committee may additionally consist of any of the following ex officio members, appointed by the Board of Commissioners as follows:

1. One County representative
2. Any additional representatives which the Board of Commissioners deems appropriate

**Section 4. Terms of Office:** Terms shall be three years. Any member may serve two successive terms if reappointed by the Board of Commissioners. Terms begin on July 1 and end on June 30. Terms shall be staggered, with either two- or three-members' terms expiring each year.

**Section 5. Member Responsibilities:**

1. All Committee members shall regularly attend meetings of the Committee and any meetings of the subcommittees to which they are appointed, and shall fulfill other duties as appointed by the Chairman.
2. Meeting attendance is mandatory unless previously arranged with the County Transportation Coordinator; alternates are permitted to vote in such cases.
3. All Committee members shall come prepared to achieve meeting objectives described in the published agenda, focus on the agreed scope of the group operation, and listen to and appreciate a diversity of views and opinions.

**Section 6. Termination of Membership:**

The Board of Commissioners may remove Committee members by a majority as follows:

1. The Board of Commissioners may declare a member's position vacant when the member has had three unexcused absences in one year or no longer meets a

- membership requirement.
2. For cause following a public hearing, for reasons including, but not limited to, the commission of a felony, corruption, intentional violation of open meetings law, failure to declare a conflict of interest, or incompetence.
  3. MCPT staff will make every effort to contact a member in the event of an unexcused absence.

**Section 7. Vacancies:** The Board of Commissioners shall make appointments to fill vacancies as they occur. Such appointments shall be for the duration of the unexpired term of that position.

#### **ARTICLE VI: OFFICERS**

The following officers shall be elected from the Committee members during the first meeting of each calendar year:

- Chair: The Chair shall have the responsibility of conducting all meetings and hearings in an orderly manner. The Chair may not initiate a motion, but may second, and shall vote on each issue after the question is called.
- Vice Chair: The Vice Chair shall be responsible for conducting the meetings and hearings in the absence of the Chair.

#### **ARTICLE VII: SUBCOMMITTEES**

**Section 1. Creation of Subcommittees:** The Committee shall have the power to create subcommittees with such responsibilities as the Committee directs.

**Section 2. Naming of Subcommittees:** The Chair shall appoint and charge each subcommittee with its responsibilities, shall appoint the members of the subcommittee, and shall appoint the chair of the subcommittee in the event the subcommittee consists of more than one person.

The subcommittee chair shall be responsible for scheduling meetings, assigning specific tasks within the mandate of the subcommittee, and reporting to the Committee concerning the work of the subcommittee.

#### **ARTICLE VIII: ADVISORS**

The Committee and the subcommittees may call on lay citizens and professionals as advisors without voting rights to provide technical assistance, expert guidance and advice, data support and analysis, provide information for and testify in deliberations, and attend meetings to the extent deemed appropriate and approved by the Committee and the Chair.

Calling of advisors by the Committee will be coordinated by the Chair or subcommittee chairs through County staff assigned to the Committee.

#### **ARTICLE VIII: MEETINGS**

**Section 1. Regular Meetings:** Meetings shall be held a minimum of two times per year, as required by statute, but may be held more frequently to carry out the purposes of the Committee. These meetings shall be held in publicly accessible facilities and shall take place during transit operating hours, to facilitate the attendance of interested individuals. Attendance may be achieved by being in-person or available by phone, or other electronic

means.

**Section 2. Special Meetings:** Special meetings may be called by the Chair or by the Board of Commissioners by giving the members and the press written or verbal notice at least 24 hours before the meeting.

**Section 3. Quorum:** A simple majority of the appointed, and filled, voting membership shall constitute a quorum. All business conducted with a majority vote of the quorum shall stand as the official action of the Committee.

**Section 4. Voting:** Each Committee member, except ex officio members, shall have one vote. In the event the Chair's vote shall create a tie vote, the Chair shall refrain from voting. A Committee member shall not vote on any funding decision in which they are an applicant for funds.

**Section 5. Staff:** Administrative staff to the Committee shall be determined by the Commissioners in consultation with the County Administrator. Staff for recording the proceedings of the Committee shall also be provided by the County.

**Section 6. Agenda:** The Chair, with the assistance of the County-provided staff, shall prepare the agenda of items requiring Committee action, and shall add items of business as may be requested by individual Committee members and/or the Board of Commissioners. Agendas of all meetings shall be posted in advance as required under existing County policy and filed with the Commissioners.

**Section 7. Notice:** All members shall be given written notice of time, date, location, and purpose of the meetings at least three days before a regular Committee meeting, and written or verbal notice one day before a special meeting. In the event a member is provided with less than three days' written notice of a regular meeting, or less than one day actual notice of a special meeting, and objects to the proceedings based on a lack of adequate notice, all business conducted at that meeting shall be reconsidered at the next regular meeting or at a special meeting called with adequate notice.

**Section 8. Minutes:** Minutes recording all motions and subsequent actions for each issue shall be taken. In addition, all conflicts of interest shall be noted. Minutes of all meetings shall be posted following all meetings as required under public meeting laws.

## **ARTICLE X: PUBLIC RECORDS & MEETING LAW AND PUBLIC ENGAGEMENT**

**Section 1. Public Records and Meeting Law:** The Committee is a public body for the purposes of ORS Chapter 192, and is subject to the statutory procedures related to Oregon public records and meetings. Pursuant to OAR 732-040-035(2)(b), written copies of Committee agendas, minutes, and Bylaws shall be made available to the public for a period of no less than six years.

**Section 1. Public Engagement:** Pursuant to OAR 735-040-0035, the Committee shall strive to seek public engagement in all its deliberative processes, with particular regard to the selection of projects for inclusion and funding in the County STIF Plan.

**ARTICLE XI: PARLIAMENTARY PROCEDURE**

The current edition of Robert's Rules of Order shall govern the Committee where not inconsistent with these Bylaws or any special rules of order the Committee shall adopt.

**ARTICLE XII: CONFLICT OF INTEREST**

A potential or actual conflict of interest shall be declared by any member who has or may have a conflict of interest as defined by Oregon law (ORS 244.020), prior to taking any action on the matter causing the conflict. No member shall vote upon any motion which requires a declaration of an actual conflict of interest.

**ARTICLE XIII: BYLAWS AND AMENDMENTS**

**Section 1. Bylaws:** The Committee shall maintain written Bylaws pursuant to OARS 732-040- 035 that include, but are not limited to, name and purpose, committee membership criteria, appointment process, terms of office for the committee members, general procedures of the committee, member duties, meeting schedule, public noticing requirements and engagement processes, and the STIF Plan development process and general decision-making criteria.

**Section 2. Review of Bylaws:** The Committee shall periodically review its Bylaws and update them as required, but no less frequently than every three years. Committee Bylaws will be reviewed by the County Counsel and presented to the Commissioners for adoption. The Commissioners may also elect to review Committee Bylaws at any time.

**Section 3. Amendments:** Committee Bylaws may be amended by the Board of Commissioners upon its own motion. Prior to an amendment, the Board of Commissioners may request a recommendation from the Committee which may recommend changes at any regular meeting of the Committee by a two-thirds vote of the appointed and filled membership, provided that the recommended amendment has been submitted in writing to the Committee members no later than three days before the regular meeting.



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: Tamra Mabbott
Department: Planning Department
Short Title of Agenda Item:
(No acronyms please)

Date submitted to reviewers: 6-03-22
Requested Agenda Date: 6-08-22

Bi-Annual Report and Update by Karie Walchli, Morrow County Tourism Consultant

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: 20-30 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:

Tamra Mabbott 6-03-22 Department Director
[Signature] 6/3/22 Administrator
County Counsel
Finance Office
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.

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):

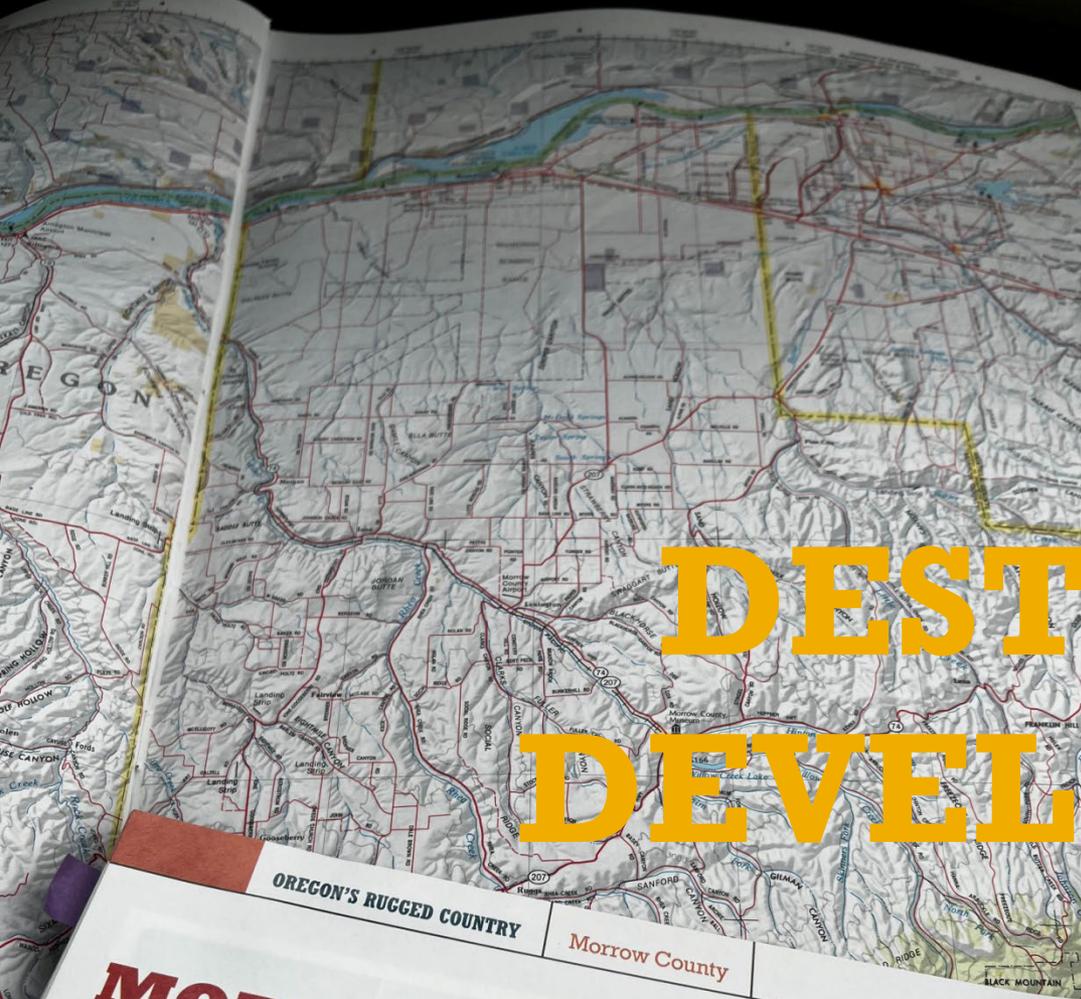
Morrow County contract with Karie Walchli requires a bi-annual report of her tourism activities.

Ms. Walchli will be presenting the attached powerpoint slides highlighting her work.

## 2. FISCAL IMPACT:

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

Attach additional background documentation as needed.



# DESTINATION DEVELOPMENT

# MORROW COUNTY

OREGON'S RUGGED COUNTRY

Morrow County

## MORROW COUNTY

**EMBRACE THE GREAT OUTDOORS.**

Morrow County has a rich history, from the Morrow County Courthouse that survived the great 1903 flood to the vast Columbia River that now flows over the original town of Boardman. Today, as you travel in the diverse county, you will find a beautiful view of the Columbia River, thousands of miles of scenic views, and friendly small towns.

### ADVENTURE ABOUNDS

#### WATER RECREATION

Willow Creek flows from the Black Mountains and eventually into the Columbia River. Near Heppner, the creek fills the namesake reservoir which creates a 125-acre lake. It is home to trout, bass and catfish, making it a popular spot for fishing. Cool off in swimming pools at the Morrow County Fairgrounds. Morrow County, a swimmer's paradise.

Building tourism in a manageable, sustainable way that will stimulate the local economy, protect, and enhance local resources and foster community pride — without compromising the qualities that make the place so special.

# Morrow County Destination Development Plan of Action - Scope of Work

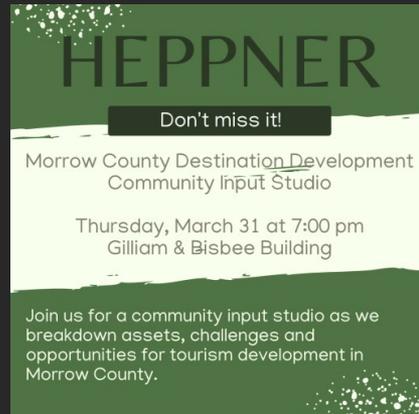
- ❖ Exploring Morrow County in person
- ❖ Researching Morrow County history via county website, various online sites, local newspaper, social media
- ❖ Researching historic economic development impact from tourism (Dean Runyan reports & various report's)
- ❖ Developed Press Release for Heppner Gazette Times and N. Morrow Times
- ❖ Reviewing past editorial in publications, EOVA Trip planner (2007 to current)
- ❖ Developing contact list
- ❖ Conversations with community leaders. in person , via phone call or zoom.
- ❖ Connecting with local, regional and state for call outs on digital photos, editorial
- ❖ Constructing the Destination Development presentation, assessment /Studio Input outline
- ❖ Gathering and documenting assets (locations, attractions, events, eat, stay, play, explore)
- ❖ Developing/Implementing digital database of assets for media, OTIS (Oregon tourism information system)
- ❖ Revamped Morrow County Tourism Facebook page - Explore Morrow County (Morrow County Tourism)
- ❖ Developed Explore Morrow County Instagram page
- ❖ Social Media (posting, research, interaction, calendar development to align locally, regionally & w/ state)
- ❖ Updating contact/information list
- ❖ Liaison mtg. w/ Comm. Doherty & Tamra Mabbott
- ❖ Constructing/Finalizing MC Destination Development preview presentation for each community (collecting appropriate digitals & data)
- ❖ Constructing/Finalizing MC Destination Development Community Input Studio presentation for each community. (collecting appropriate digitals & data)
- ❖ Developing digital and PDF assets to promote studio input sessions. Sharing with each community for wider distribution on social media, contact lists, community forums, etc.
- ❖ Paid advertising of Community Studio Input session on social media
- ❖ Researching grants for destination development projects
- ❖ Developing summary of information collected from conversations with community leaders, presentation preview and community studio input series.
- ❖ Developing & implementing comprehensive interactive public online survey to involve community members who were not able to come to in person meeting.
- ❖ Statewide DD research – connecting with regional and state level industry partners
- ❖ Researching, reviewing and investigating information from Travel Oregon's Destination Boot Camp.

# Community Input Studio

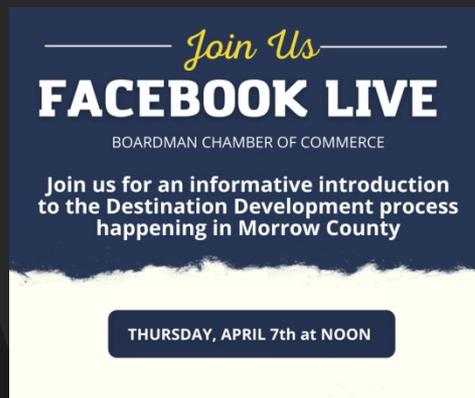
## Getting the word out

### Social Media

Designed & developed individual social media imagery & PDF flyer for each community to share & distribute weeks prior to Studio Input . Paid advertising on Explore Morrow County Facebook & Instagram to concentrate on a larger reach.



### Facebook Live



### PDF for Chamber/City contacts

#### MORROW COUNTY DESTINATION DEVELOPMENT

Building tourism in a manageable, sustainable way can stimulate the local economy, protect, and enhance local resources and foster community pride—without compromising the qualities that make the place so special.

Come learn how the Destination Development Interactive Studios for Morrow County will help communities cultivate regional visions; identify strategies to harness the power of tourism; and develop unique experiences in culinary and agritourism, outdoor recreation, bicycle tourism, cultural heritage tourism and more.

#### IRRIGON

Wednesday, May 4th at 6:00 pm - Oregon Trail Library - Meeting room  
Join us for a community input studio as we breakdown assets, challenges & opportunities for tourism development in Morrow County.

Irrigon Chamber of Commerce  
420 NE Main Ave  
Irrigon, Oregon 97844  
541-571-0599



*Karie Walchli*  
Oregon's Rugged Country Representing  
Morrow Co. Tourism  
Umatilla Co. Tourism  
kariewalchli@gmail.com

# Morrow County Destination Development Six Month Check Up

Heppner - Information Preview & Studio Input Series Done  
Boardman - Information Preview & Studio Input Series Done  
Irrigon - Information Preview & Studio Input Series Done  
Ione - to be completed in June  
Lexington - to be completed in June

Online Survey to launch in June, concluding in July.

Key Outcomes so far –

- ❖ Raised awareness of the impact of the tourism dollars foot print
- ❖ Eagerness for a county wide trail system – connecting the communities
- ❖ Utilizing natural resource assets to develop events - birding, fun run on trails
- ❖ Desire to share history so generations won't forget. Develop a living history event
- ❖ Rental access to draw visitors to area – kayaks or paddle boards, bikes
- ❖ Desire for more or improved events
- ❖ Building a community that will entice the younger generations to stay and be engaged in, and that will bring in new business and visitors
- ❖ Realizing that there are hurdles to overcome to move forward, infrastructure, insurance (rentals or events)
- ❖ Getting the vision to align between all community entities

# Morrow County Destination Development Next Steps

- ❖ Finish Studio input Series for Lexington & Lone
- ❖ Report summarizing information gathered during conversations, interviews, community studio input series & online survey
- ❖ Present report to Morrow County Commissioners
- ❖ Tourism committee, representing all corners of Morrow County appointed and formed
- ❖ Strategic plan deigned
- ❖ Short and long term goals identified
- ❖ Goals and action items selected for grant applications
- ❖ Moving forward with 2023 goals in place by the end of 2022



*Thank You*

**Karie Walchli**  
Oregon's Rugged Country  
Representing  
**Morrow Co. Tourism**  
**Umatilla Co. Tourism**

**[kariewalchli@gmail.com](mailto:kariewalchli@gmail.com)**

**Follow Morrow County Tourism – EXPLORE MORROW COUNTY  
on Facebook & Instagram**



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: Tamra Mabbott
Department: Planning Department
Short Title of Agenda Item: Update on Measure 109 psilocybin
(No acronyms please)

Date submitted to reviewers: 6-03-22
Requested Agenda Date: 6-08 or 6-22-22

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

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

Reviewed By:
Tamra Mabbott 6-03-22 Department Director Required for all BOC meetings
[Signature] 6/3/22 Administrator Required for all BOC meetings
County Counsel \*Required for all legal documents
Finance Office \*Required for all contracts; other items as appropriate.
Human Resources \*If appropriate

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

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

# AGENDA ITEM COVER SHEET

Morrow County Board of Commissioners

(Page 2 of 2)

---

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

Measure 109 passed in 2021 which made psilocybin legal in the State of Oregon.

There are many land use implications as well as implications to several county departments, Public Health, Sheriff's Office and law enforcement, District Attorney.

Unlike marijuana legislation, counties are considered to opt in unless a vote is specifically referred to voters at a general election. The deadline to place this on the ballot is August 19, 2022.

ORS 475A.718 goes into effect January 1, 2023.

Attached is a memo summarizing the land use issues. Again, there are significant impacts to other departments, especially if a ballot measure to "opt out" is not referred to voters in November election

*The primary purpose of this agenda item is to begin the discussion at the Board level and determine whether the Board will refer the "opt out" to voters. Other departments will likely weigh in accordingly.*

## 2. FISCAL IMPACT:

0

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

Consider option to refer the "opt out" option to voters.

Attach additional background documentation as needed.



## PLANNING DEPARTMENT

---

---

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

June 3, 2022

### MEMO

TO: Board of Commissioners  
CC: Darrell Green, County Administrator  
Justin Nelson, County Counsel  
John Bowles, Undersheriff  
Robyn Canaday, Interim Public Health Director  
RE: Measure 109 (psilocybin) – Summary of Land Use

Oregon voters approved Ballot Measure 109 in 2020, which authorizes the manufacture and use of psilocybin products under controlled supervision and establishes the regulatory framework for oversight and administration. BM 109 is codified in ORS Chapter 475A.

BM109 and ORS Chapter 475A are patterned after the current marijuana statutes and regulatory system. ORS 475A goes into effect on January 1, 2023.

Unlike the marijuana legislation, all jurisdictions are treated as having “opted-in” to the psilocybin regulations, unless the Board refers the matter to the voters at the next general election and the voters elect to “opt-out”. Whether opting in or opting out, the County may adopt “time-place-manner” regulations, as with the marijuana statutes.

### Land Use Issues

1. **County Ordinances:** Certain County Ordinances may need to be amended to establish land use regulations and standards regarding psilocybin production and “psilocybin service centers;” or to prohibit or otherwise restrict them.
2. **Opt-out under ORS 475A.718:** BM 109 / ORS 475A will become effective beginning January 1, 2023, unless Linn County voters elect to “opt out” in the upcoming November general election. The deadline to get a measure on the ballot is August, 19, 2022. If there is interest in putting the question on the ballot, drafting should begin soon.
3. **Time-Place-Manner (TPM) regulations under ORS 475A.530:** The regulatory framework and TPM regulations permitted by statute are largely the same as those for marijuana businesses.

4. **Land Use Compatibility Statements (LUCS) under ORS 475A.270:** As with the marijuana regulations, an application for production license or a license to operate a “psilocybin service center” under BM 109 / ORS 475A requires that the County sign a land use compatibility statement to indicate whether the use is permitted at the proposed location. The language in the form and the process will be essentially the same.
5. **Farm use under ORS 475A.570: (1)** Psilocybin-producing fungi is: (a) A crop for the purposes of “farm use” as defined in ORS 215.203 (see below). However, psilocybin production must occur indoors.

#### **Key Provisions of ORS Chapter 475A**

##### **475A.305 Psilocybin service center operator license; fees; rules.**

\*\*

- (d) Must ensure that the psilocybin service center is located in an area that is not:
  - (A) Within the limits of an incorporated city or town; and
  - (B) Zoned exclusively for residential use;

**475A.270 Duty to request land use compatibility statement.** (1) Prior to receiving a license under ORS 475A.290 or 475A.305, an applicant shall request a land use compatibility statement from the city or county that authorizes the land use. The land use compatibility statement must demonstrate that the requested license is for a land use that is allowable as a permitted or conditional use within the given zoning designation where the land is located. The Oregon Health Authority may not issue a license if the land use compatibility statement shows that the proposed land use is prohibited in the applicable zone.

(2) Except as provided in subsection (3) of this section, a city or county that receives a request for a land use compatibility statement under this section must act on that request within 21 days of:

- (a) Receipt of the request, if the land use is allowable as an outright permitted use; or
- (b) Final local permit approval, if the land use is allowable as a conditional use.

(3) A city or county that receives a request for a land use compatibility statement under this section is not required to act on that request during the period that the authority discontinues licensing those premises pursuant to ORS 475A.718 (4).

(4) A city or county action concerning a land use compatibility statement under this section is not a land use decision for purposes of ORS chapter 195, 196, 197, 215 or 227. [2021 c.1 §19]

**475A.530 Local time, place and manner regulations.** (1) For purposes of this section, “reasonable regulations” includes:

- (a) Reasonable conditions on the manner in which a psilocybin product manufacturer that holds a license issued under ORS 475A.290 may manufacture psilocybin products;

(b) Reasonable conditions on the manner in which a psilocybin service center operator that holds a license issued under ORS 475A.305 may provide psilocybin services;

(c) Reasonable limitations on the hours during which a premises for which a license has been issued under ORS 475A.210 to 475A.722 may operate;

(d) Reasonable requirements related to the public's access to a premises for which a license has been issued under ORS 475A.210 to 475A.722; and

(e) Reasonable limitations on where a premises for which a license may be issued under ORS 475A.210 to 475A.722 may be located.

(2) Notwithstanding ORS 30.935, 215.253 (1) or 633.738, the governing body of a city or county may adopt ordinances that impose reasonable regulations on the operation of businesses located at premises for which a license has been issued under ORS 475A.210 to 475A.722 if the premises are located in the area subject to the jurisdiction of the city or county, except that the governing body of a city or county may not adopt an ordinance that prohibits a premises for which a license has been issued under ORS 475A.305 from being located within a distance that is greater than 1,000 feet of another premises for which a license has been issued under ORS 475A.305. [2021 c.1 §81]

**475A.538 Repeal of city, county ordinance that prohibits certain establishments.** (1) The governing body of a city or county may repeal an ordinance that prohibits the establishment of any one or more of the following in the area subject to the jurisdiction of the city or in the unincorporated area subject to the jurisdiction of the county:

(a) Psilocybin product manufacturers that hold a license issued under ORS 475A.290;

(b) Psilocybin service center operators that hold a license issued under ORS 475A.305; or

(c) Any combination of the entities described in this subsection.

(2) If the governing body of a city or county repeals an ordinance under this section, the governing body must provide the text of the ordinance to the Oregon Health Authority, in a form and manner prescribed by the authority, if the ordinance concerns a premises for which a license has been issued under ORS 475A.210 to 475A.722. [2021 c.1 §83]

**475A.570 Psilocybin-producing fungi as crop; exceptions to permitted uses.** (1) Psilocybin-producing fungi is:

(a) A crop for the purposes of "farm use" as defined in ORS 215.203;

(b) A crop for purposes of a "farm" and "farming practice," both as defined in ORS 30.930;

(c) A product of farm use as described in ORS 308A.062; and

(d) The product of an agricultural activity for purposes of ORS 568.909.

(2) Notwithstanding ORS chapters 195, 196, 197, 215 and 227, the following are not permitted uses on land designated for exclusive farm use:

- (a) A new dwelling used in conjunction with a psilocybin-producing fungi crop;
  - (b) A farm stand, as described in ORS 215.213 (1)(r) or 215.283 (1)(o), used in conjunction with a psilocybin-producing fungi crop; and
  - (c) Subject to subsection (3) of this section, a commercial activity, as described in ORS 215.213 (2)(c) or 215.283 (2)(a), carried on in conjunction with a psilocybin-producing fungi crop.
- (3) The operation of a psilocybin service center may be carried on in conjunction with a psilocybin-producing fungi crop.
- (4) A county may allow the manufacture of psilocybin products as a farm use on land zoned for farm or forest use in the same manner as the manufacture of psilocybin products is allowed in exclusive farm use zones under this section and ORS 215.213, 215.283 and 475C.053.
- (5) This section applies to psilocybin product manufacturers that hold a license under ORS 475A.290. [2021 c.1 §91]

#### **Authority of Cities and Counties to Prohibit Establishment of Psilocybin-Related Businesses**

**475A.718 Adoption of ordinances; referral to electors for approval.** (1) The governing body of a city or county may adopt ordinances to be referred to the electors of the city or county as described in subsection (2) of this section that prohibit or allow the establishment of any one or more of the following in the area subject to the jurisdiction of the city or in the unincorporated area subject to the jurisdiction of the county:

- (a) Psilocybin product manufacturers that hold a license issued under ORS 475A.290;
- (b) Psilocybin service center operators that hold a license issued under ORS 475A.305; or
- (c) Any combination of the entities described in this subsection.

(2) If the governing body of a city or county adopts an ordinance under this section, the governing body shall submit the measure of the ordinance to the electors of the city or county for approval at the next statewide general election.

(3) If the governing body of a city or county adopts an ordinance under this section, the governing body must provide the text of the ordinance to the Oregon Health Authority.

(4) Upon receiving notice of a prohibition under subsection (3) of this section, the authority shall discontinue licensing those premises to which the prohibition applies until the date of the next statewide general election.

(5) If an allowance is approved at the next statewide general election under subsection (2) of this section, the authority shall begin licensing the premises to which the allowance applies on the first business day of the January immediately following the date of the next statewide general election.

(6) Notwithstanding any other provisions of law, a city or county that adopts an ordinance under this section that prohibits the establishment of an entity described in subsection (1) of this section may not impose a tax or fee on the manufacturing or sale of psilocybin products. [2021 c.1 §128]

I. law forecloses future option to have third party inspector.

# Ballot Measure 109

## Oregon Psilocybin Services Act

- Directs the Oregon Health Authority to license and regulate the manufacture, delivery, purchase, and consumption of psilocybin at licensed psilocybin service centers.
- Psilocybin is an FDA designated breakthrough therapy for treatment of resistant depression and major depressive disorder.
- A person at least 21 years of age may purchase, possess, consume, and experience the effects of psilocybin only at a licensed psilocybin service center during a psilocybin administration session with a licensed psilocybin service facilitator.
- Does not legalize the purchase, possession, and consumption of psilocybin outside of a licensed premises.

# Ballot Measure 109

## Oregon Psilocybin Services Act

- Passed November 3, 2020 / Effective January 1, 2023
- **Morrow County: 1689 yes 3263 no**
- **Morrow County by precincts:**
  - Boardman 535 yes 824 no
  - Irrigon 584 yes 1088 no
  - Lexington 75 yes 292 no
  - Lone 114 yes 268 no
  - Heppner 381 yes 791 no

- BM 109 is codified in ORS Chapter 475A.
- BM 109 and ORS Chapter 475A are patterned after Oregon's marijuana statutes and regulatory system.
- County may refer an ordinance to the voters to prohibit or allow the establishment of licensed psilocybin facilities.
- County may adopt ordinances to impose reasonable (time-place-manner) regulations on the operation of licensed establishments.

# Oregon Psilocybin Services Act County Regulation

- **Opt-out under ORS 475A.718:** ORS 475A will become effective beginning January 1, 2023, unless Morrow County voters elect to “opt out” in the upcoming November general election. The deadline to get a measure on the ballot is August, 19, 2022. If there is interest in putting the question on the ballot, drafting should begin soon.
- **Time-Place-Manner (TPM) regulations under ORS 475A.530:** The regulatory framework and TPM regulations permitted by statute are largely the same as those for marijuana businesses.
- **County Ordinances:** Some County Ordinances may need to be amended to establish land use regulations and standards regarding psilocybin production and “psilocybin service centers.”

# Oregon Psilocybin Services Act

## Land Use Issues

- Land Use Compatibility Statement (LUCS) Required:
  - An application for a production license or a license to operate a “psilocybin service center” requires that the County sign a land use compatibility statement to indicate whether the use is permitted at the proposed location.
- Psilocybin-producing fungi is a farm crop for the purposes of “farm use” as defined in ORS 215.203.
- Psilocybin production must occur indoors.



MEMORANDUM

To: Morrow County Board of Commissioners  
From: Tamra Mabbott, Planning Director  
CC: Planning Commission  
BOC Date: June 8, 2022  
RE: Monthly Planning Update

**Mission Statement**

Planning team is pleased to announce our department’s Mission Statement:  
*Morrow County Planning Department provides guidance and support to citizens for short term and long range planning in land use, to sustain and improve the county’s lands for future generations. Our goal is to foster development where people can live, work & play.*

**Planning Commission Update**

Planning Commission did not meet in May. June 28<sup>th</sup> meeting will be held in Heppner. Zoom will continue to be an option for participation.

**Current Planning Activity Month of May 2022**

- Zoning Permits – 2
- Land Use Compatibility Reviews – 17
- Agriculture Building Permit Exemption – 1
- Zone Change – 2
- Pre-Application Meetings – 2

**Code Enforcement Activity**

- 4 new complaints- Zoning violations, solid waste, garbage, junk and general nuisance
- 2 complaints- Garbage & Debris, General Nuisance
- 1 Complaint- Commercial Business complaint in residential zone
- 1 Complaint- Solid waste
- 3 cases closed – Properties have been cleaned up,
- 2 code cases closed- overgrown weeds and debris causing fire hazards were properly removed.
- 1 code case closed- Commercial business with garbage being blown around by wind, at times impacting travel on Interstate 84. Business is making progress and will continue to work on keeping it cleaned up.
- 1 Court Case Continued- Making Progress with removal of garbage and vehicles. RV removed from property as requested. Court Date scheduled.
- Communicating with 8 non-permitted trucking business operations located in residential zones.
- Other outstanding/ongoing cases - **38**



**Energy Projects**

Staff continue to coordinate and host pre-application meetings for permitting new solar and other energy developments. List of pending and approved projects can be found here:

<https://www.co.morrow.or.us/planning/page/renewable-energy-1>

### Access and Transportation

Planning and Public Works are hosting an informal discussion on July 14<sup>th</sup> about Tower Road and the Interstate 84 Impacts. Staff has received commitment that Oregon Department of Transportation (ODOT) will fund a formal Interchange Area Management Plan next year.

### Umatilla Army Depot

Planning staff continue to provide support on matters related to the future transfer of the US Army lands to the Columbia Development Authority (CDA).

### Grants and Grant Writing

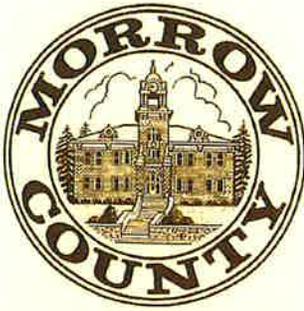
Staff have provided support on various grant writing services which will result in county selecting a person or firm(s) to assist with future grant writing efforts.



**Data Dashboard** Stephen Wrecsics, GIS and Planner Tech recently developed a dashboard for Morrow County. Available here: [www.co.morrow.or.us/planning/page/dashboards](http://www.co.morrow.or.us/planning/page/dashboards)  
The dashboard is available for anyone to use. Stephen Wrecsics can answer questions at (541) 922-4624.

**New Morrow County Building:** On May 26<sup>th</sup>, Planning staff helped host the ribbon cutting ceremony for the new North Morrow Government Center Building in Irrigon. Photos below show County Commissioners, Sheriff and Undersheriff and Stephanie Case, Planner II. Bottom photo includes the architecture and design team, County Administrator, Darrell Green and representatives of Fortis Construction, General Contractor. Many residents of Irrigon attended to welcome the new addition to their city.





# TREASURER

Jaylene Papineau

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

Date Prepared: June 2, 2022, 2022

BOC Agenda Date: June 8, 2022

## **Subject: Monthly Treasurer Report-April**

Re: Treasurer's Monthly Financial Statements as per ORS 208.090

### **Earning Yield and Interest Rates: APRIL**

<u>Bank</u>	<u>Prior Month</u>	<u>Current Month</u>	<u>Change</u>
LGIP	0.50%	0.63%	.13%
Bank of Eastern Oregon	0.05%	0.05%	.00%
Community Bank (Quarterly)	0.02%	0.02%	.00%

### **Outstanding checks:**

Outstanding checks total as of April 30th, 2022 was \$417,371.65

**April Total Interest:** Interest (less fees) was \$24,301.68

**April Turnover:** Total Paid Out to Taxing Districts was \$81,379.72

**Transfer Requests:** I received one Taxing District transfer of funds requests in April

- By the end of April, the LGIP Interest should be 0.65% per notice from the Oregon State Treasury and by the end of May the LGIP Interest should be 0.90%. (Notices are attached)
- The statement for the LGIP and the Pooled Cash Report are included.

Please let me know if you have any questions.

Jaylene Papineau  
Morrow County Treasurer  
541-676-5630  
PO Box 37  
Heppner, OR 97836



OREGON  
STATE  
TREASURY

### Account Statement - Transaction Summary

For the Month Ending **April 30, 2022**

MORROW CO - MORROW COUNTY - 4206

<b>Oregon LGIP</b>		<b>Asset Summary</b>		
Opening Balance	47,985,054.52		<b>April 30, 2022</b>	<b>March 31, 2022</b>
Purchases	444,883.77			
Redemptions	(8,510,333.51)			
		<b>Oregon LGIP</b>	39,919,604.78	47,985,054.52
		<b>Total</b>	<b>\$39,919,604.78</b>	<b>\$47,985,054.52</b>
<b>Closing Balance</b>	<b>\$39,919,604.78</b>			
Dividends	24,258.52			



OREGON  
STATE  
TREASURY

## Account Statement

For the Month Ending **April 30, 2022**

### MORROW CO - MORROW COUNTY - 4206

Trade Date	Settlement Date	Transaction Description	Share or Unit Price	Dollar Amount of Transaction	Balance
<b>Oregon LGIP</b>					
<b>Opening Balance</b>					<b>47,985,054.52</b>
04/01/22	04/01/22	LGIP Fees - ACH Redemption (6 @ \$0.05 - From 4206) - March 2022	1.00	(0.30)	47,985,054.22
04/01/22	04/01/22	LGIP Fees - Received ACH (2 @ \$0.10 - From 4206) - March 2022	1.00	(0.20)	47,985,054.02
04/06/22	04/06/22	Redemption - ACH Redemption	1.00	(500,000.00)	47,485,054.02
04/08/22	04/08/22	Transfer to Ione School District #2 - IONE SCHOOL DISTRICT #2	1.00	(682.66)	47,484,371.36
04/08/22	04/08/22	Transfer to Blue Mountain Community College - BLUE MOUNTAIN COMMUNITY COLLEGE	1.00	(1,223.49)	47,483,147.87
04/08/22	04/08/22	Transfer to Boardman, City of - BOARDMAN CITY OF / CENTRAL URA	1.00	(45.80)	47,483,102.07
04/08/22	04/08/22	Transfer to Boardman, City of - BOARDMAN CITY OF/ WEST URA	1.00	(42.14)	47,483,059.93
04/08/22	04/08/22	Transfer to Boardman Park and Recreation - BOARDMAN PARK AND RECREATION	1.00	(227.54)	47,482,832.39
04/08/22	04/08/22	Transfer to Boardman Park and Recreation - BOARDMAN PARK & REC/RECREATION CENTER	1.00	(506.26)	47,482,326.13
04/08/22	04/08/22	Transfer to Boardman, City of - BOARDMAN CITY OF	1.00	(1,593.79)	47,480,732.34
04/08/22	04/08/22	Transfer to Morrow County School District #1 - MORROW COUNTY SCHOOL DISTRICT #1	1.00	(5,151.50)	47,475,580.84
04/08/22	04/08/22	Transfer to InterMountain Education Service Dis - INTERMOUNTAIN ESD	1.00	(856.59)	47,474,724.25
04/11/22	04/11/22	Redemption - ACH Redemption	1.00	(3.24)	47,474,721.01
04/12/22	04/12/22	Redemption - ACH Redemption	1.00	(500,000.00)	46,974,721.01
04/13/22	04/13/22	SFMS Fr:OLCC OLCC Tax (Liquor)	1.00	5,769.95	46,980,490.96
04/14/22	04/14/22	SFMS Fr:Oregon Health Authority Mental Health Tax	1.00	982.83	46,981,473.79
04/15/22	04/15/22	SFMS Fr:Oregon Health Authority CFAA Monthly Allotment	1.00	100,163.10	47,081,636.89
04/18/22	04/18/22	SFMS Fr:Administrative Services, Dept of Amusement Tax	1.00	394.90	47,082,031.79
04/20/22	04/20/22	ODOT - ODOT PYMNT	1.00	100,377.11	47,182,408.90



OREGON  
STATE  
TREASURY

## Account Statement

For the Month Ending April 30, 2022

### MORROW CO - MORROW COUNTY - 4206

Trade Date	Settlement Date	Transaction Description	Share or Unit Price	Dollar Amount of Transaction	Balance
<b>Oregon LGIP</b>					
04/20/22	04/20/22	SFMS Fr:Administrative Services, Dept of County Cigarette Tax	1.00	543.80	47,182,952.70
04/21/22	04/21/22	ODOT - ODOT PYMNT	1.00	26,791.74	47,209,744.44
04/21/22	04/21/22	SFMS Fr:Oregon Health Authority OHA public Health Program	1.00	28,765.29	47,238,509.73
04/26/22	04/26/22	SFMS Fr:Administrative Services, Dept of 25% Forest Reserve Receipts	1.00	124,477.43	47,362,987.16
04/28/22	04/28/22	OR REV CAFFA - CAFFACNTYD	1.00	32,359.10	47,395,346.26
04/29/22	04/29/22	Redemption - ACH Redemption	1.00	(1,500,000.00)	45,895,346.26
04/29/22	04/29/22	Redemption - ACH Redemption	1.00	(6,000,000.00)	39,895,346.26
04/29/22	05/02/22	Accrual Income Div Reinvestment - Distributions	1.00	24,258.52	39,919,604.78
<b>Closing Balance</b>					<b>39,919,604.78</b>

	Month of April	Fiscal YTD July-April		
<b>Opening Balance</b>	47,985,054.52	31,847,095.63	<b>Closing Balance</b>	39,919,604.78
<b>Purchases</b>	444,883.77	53,549,557.92	<b>Average Monthly Balance</b>	46,882,532.11
<b>Redemptions</b>	(8,510,333.51)	(45,477,048.77)	<b>Monthly Distribution Yield</b>	0.63%
<b>Closing Balance</b>	<b>39,919,604.78</b>	<b>39,919,604.78</b>		
<b>Dividends</b>	24,258.52	151,552.20		

FUND ACCOUNT#	ACCOUNT NAME	BEGINNING BALANCE	CURRENT ACTIVITY	CURRENT BALANCE
<u>CLAIM ON CASH</u>				
101-100-1-10-1500	GENERAL FC W/TREASURER	12,607,630.04 (	551,795.78)	12,055,834.26
200-100-1-10-1500	HERITAGE TRAIL FC W/TREAS	23,640.23	17.57	23,657.80
201-100-1-10-1500	ROAD EQUIP FC W/TREASURER	1,101,408.07	818.63	1,102,226.70
202-100-1-10-1500	ROAD FC W/TREASURER	992,757.36 (	8,676.99)	984,080.37
203-100-1-10-1500	FINLEY BUTTES FC W/TREASURER	1,754,041.02	33,989.06	1,788,030.08
204-100-1-10-1500	YOUTH/CHILD FC/TREASURER	66,157.92	0.00	66,157.92
205-100-1-10-1500	AIRPORT FC W/TREASURER	( 31,815.66)	171,080.83	139,265.17
206-100-1-10-1500	LAW LIBRARY FC W/TREASURER	32,171.83 (	203.18)	31,968.65
207-100-1-10-1500	911 FC W/TREASURER	545,219.44 (	19,325.03)	525,894.41
208-100-1-10-1500	SURVEYOR PRES FC/TREASURER	271,876.10	1,466.11	273,342.21
209-100-1-10-1500	CSEPP FC W/TREASURER	0.00	0.00	0.00
210-100-1-10-1500	FINLEY BUTTES LIC. FC W/TREAS	1,052,670.83	129,108.08	1,181,778.91
211-100-1-10-1500	MCSO CO SCHOOL FC W/TREAS	16.17	27,881.63	27,897.80
212-100-1-10-1500	ISD COMMON SCH FC W/TREASURER	1.71	2,225.90	2,227.61
214-100-1-10-1500	FAIR FC W/TREASURER	325,645.30 (	9,192.02)	316,453.28
215-100-1-10-1500	COMP EQUIP FC W/TREASURER	87,002.10	64.66	87,066.76
216-100-1-10-1500	STF FC W/TREASURER	735,231.66	80,360.57	815,592.23
217-100-1-10-1500	PROGRAMMING RES FC W/TREASURER	5,283.54	3.93	5,287.47
218-100-1-10-1500	ENFORCEMENT FC W/TREAS	20,718.58 (	31.81)	20,686.77
219-100-1-10-1500	VIDEO LOTTERY FC W/TREAS	64,710.68 (	29,970.48)	34,740.20
220-100-1-10-1500	VICTIM/WITNESS FC W/TREAS	15,925.02 (	7,460.22)	8,464.80
222-100-1-10-1500	WILLOW CREEK FEES FC W/TREAS	46,160.20	34.31	46,194.51
223-100-1-10-1500	CAMI GRANT FC W/TREAS	33,584.78 (	1,875.28)	31,709.50
224-100-1-10-1500	WEED EQUIP RES. FC W/TREAS	25,879.41	19.24	25,898.65
225-100-1-10-1500	STF VEHICLE FC W/TREAS	69,652.20	51.77	69,703.97
226-100-1-10-1500	FAIR ROOF FC W/TREAS	27,004.21	20.07	27,024.28
227-100-1-10-1500	HEPPNER ADMIN BLDG FC W/TREAS	2,666,001.17 (	276,117.63)	2,389,883.54
228-100-1-10-1500	SAFETY COMMITTEE FC W/TREAS	17,648.05 (	455.10)	17,192.95
229-100-1-10-1500	BLEACHER RESERVE FC W/TREAS	25,926.93	19.27	25,946.20
230-100-1-10-1500	RODEO FC W/TREAS	0.00	0.00	0.00
231-100-1-10-1500	JUSTICE COURT FC W/TREAS	44,624.34	35.74	44,660.08
233-100-1-10-1500	CLERKS RECORD FC W/TREAS	22,919.59	156.59	23,076.18
234-100-1-10-1500	DUII IMPACT FC W/TREAS	29,770.32	22.13	29,792.45
236-100-1-10-1500	FAIR IMPROV. FUND FC W/TREAS	26,292.36	19.54	26,311.90
237-100-1-10-1500	BUILDING PERMIT FC W/TREAS	1,203,452.88	162,405.06	1,365,857.94
238-100-1-10-1500	PARK FC W/TREAS	456,163.40 (	23,406.09)	432,757.31
240-100-1-10-1500	EQUITY FC W/TREAS	218,825.70	162.64	218,988.34
241-100-1-10-1500	BUILDING RESERVE FC W/TREAS	842,860.81	626.46	843,487.27
243-100-1-10-1500	LIQUOR CONTROL FC W/TREAS	877.07	0.65	877.72
245-100-1-10-1500	WPF FC W/TREASURER	257.73	0.00	257.73
321-100-1-10-1500	FOREST SERVICE FC W/TREAS	82,148.96	4,305.15	86,454.11
322-100-1-10-1500	COURT SECURITY FC W/TREAS	75,006.74	639.83	75,646.57
500-100-1-10-1500	ECHO WINDS FC W/TREAS	57,201.41	42.52	57,243.93
501-100-1-10-1500	SHEPHERDS FLAT FC W/TREAS	266,731.96	198.25	266,930.21
502-100-1-10-1500	MO CO ENTERPRIZE ZO FC W/TREAS	0.00	0.00	0.00
504-100-1-10-1500	STO FC W/TREAS	153,785.86 (	13,290.51)	140,495.35
505-100-1-10-1500	IONE/LEX CEM-IRRIG FC W/TREAS	0.00	0.00	0.00
510-100-1-10-1500	P & P FC W/TREAS	278,486.38 (	44,316.22)	234,170.16
514-100-1-10-1500	IONE SD B & I FC W/TREAS	196.49	521.34	717.83

MORROW COUNTY, OREGON  
 POOLED CASH REPORT (FUND 999)  
 AS OF: APRIL 30TH, 2022

FUND	ACCOUNT#	ACCOUNT NAME	BEGINNING BALANCE	CURRENT ACTIVITY	CURRENT BALANCE
515-100-1-10-1500	BOARDMN URB REN FC W/TREAS		45.80	115.73	161.53
516-100-1-10-1500	RADIO DIST FC W/TREAS		238.87	598.89	837.76
519-100-1-10-1500	WEST BOARDMN URA FC W/TREAS		42.14	102.79	144.93
521-100-1-10-1500	PGE CARTY FC W/TREAS		1,137,987.88	845.82	1,138,833.70
522-100-1-10-1500	SHERIFF RES FUND/TREAS		15,541.39	11.55	15,552.94
523-100-1-10-1500	WHEATRIDGE WIND FC W/TREAS		1,176,228.56	874.24	1,177,102.80
524-100-1-10-1500	ORCHARD WIND FC W/TREAS		2,600.00	0.00	2,600.00
540-100-1-10-1500	RESILIENCY FUND W/TREAS		14,114,739.35	150,000.00	13,964,739.35
617-100-1-10-1500	MO CO HEALTH DIST FC W/TREAS		1,289.67	3,229.32	4,518.99
618-100-1-10-1500	IRRIGON SEWER FC W/TREAS		0.00	0.00	0.00
619-100-1-10-1500	WEST EXTENSION FC W/TREAS		0.00	0.00	0.00
620-100-1-10-1500	BLACK MNT FC W/TREAS		0.00	0.00	0.00
621-100-1-10-1500	CITY OF BOARDMAN B & I FC W/TR		360.30	962.28	1,322.58
622-100-1-10-1500	CITY OF HEPPNER B & I FC W/TRE		0.00	0.00	0.00
623-100-1-10-1500	CITY OF IRRIGON B & I FC W/TRE		120.09	305.38	425.47
624-100-1-10-1500	CITY OF LEXINGTON B & I FC W/T		18,376.44	41.15	18,417.59
625-100-1-10-1500	BOARDMAN PARK & REC B & I		0.00	0.00	0.00
626-100-1-10-1500	MAN. STRUCTURE OMBUDSMAN		3.24	8.14	11.38
628-100-1-10-1500	WILLOW CREEK PARK B & I FC W/T		3,637.99	2.70	3,640.69
629-100-1-10-1500	PORT OF MORROW B & I FC W/TREA		0.00	0.00	0.00
630-100-1-10-1500	PORT OF MORROW FC W/TREAS		118.21	296.26	414.47
631-100-1-10-1500	CITY OF BOARDMAN FC W/TREAS		1,233.49	3,117.88	4,351.37
632-100-1-10-1500	CITY OF HEPPNER FC W/TREAS		252.06	628.04	880.10
633-100-1-10-1500	CITY OF IONE FC W/TREAS		40.24	100.28	140.52
634-100-1-10-1500	CITY OF IRRIGON FC W/TREAS		125.62	315.28	440.90
635-100-1-10-1500	CITY OF LEXINGTON FC W/TREAS		22.43	59.39	81.82
636-100-1-10-1500	BOARDMAN F&R FC W/TREAS		790.83	1,987.63	2,778.46
637-100-1-10-1500	BOARDMAN F&R DIST BOND		61.58	180.84	242.42
638-100-1-10-1500	HEPPNER RFPD FC W/TREAS		40.41	102.49	142.90
639-100-1-10-1500	IRRIGON RFPD FC W/TREAS		75.35	187.47	262.82
640-100-1-10-1500	IONE RFPD FC W/TREAS		779,800.53	4,789.00	775,011.53
641-100-1-10-1500	S GILLIAM RFPD FC W/TREAS		127.36	0.34	127.70
642-100-1-10-1500	BOARDMAN CEMETERY FC W/TREAS		21.55	55.08	76.63
643-100-1-10-1500	HEPPNER CEMETERY FC W/TREAS		32.43	81.43	113.86
644-100-1-10-1500	IONE-LEX CEMETERY FC W/TREAS		37.70	93.30	131.00
645-100-1-10-1500	IRRIGON CEMETERY FC W/TREAS		14.12	34.81	48.93
646-100-1-10-1500	WILLOW CREEK PARK FC W/TREAS		102.39	255.03	357.42
647-100-1-10-1500	BOARDMAN PARK FC W/TREAS		227.54	580.72	808.26
648-100-1-10-1500	IRRIGON PARK FC W/TREAS		56.11	138.31	194.42
649-100-1-10-1500	BOARDMAN PK B&I FC W/TREASURER		506.26	1,330.06	1,836.32
650-100-1-10-1500	MO CO UNIFIED REC FC W/TREAS		1,244,298.33	3,171.73	1,247,470.06
651-100-1-10-1500	HEPPNER WATER CONTROL FC W/TRE		6.14	15.42	21.56
652-100-1-10-1500	MO CO SCHOOL DIST FC W/TREAS		5,135.33	12,880.46	18,015.79
653-100-1-10-1500	MO CO SCHOOL B & I FC W/TREAS		223,402.47	2,815.26	226,217.73
654-100-1-10-1500	UMATILLA-MORROW ESD FC W/TREAS		856.59	2,147.86	3,004.45
655-100-1-10-1500	CHAPLAINCY PROG FC W/TREAS		14.54	0.01	14.55
656-100-1-10-1500	IONE-LEX CEM PERP FC W/TREAS		0.00	0.00	0.00
657-100-1-10-1500	IONE-LEX CEM EQUIP FC W/TREAS		0.00	0.00	0.00
658-100-1-10-1500	BMCC FC W/TREASURER		919.91	2,306.61	3,226.52
659-100-1-10-1500	BMCC B & I FC W/TREASURER		303.58	760.61	1,064.19
660-100-1-10-1500	NORTH MO VECTOR CONT FC W/TREA		303.90	762.25	1,066.15

MORROW COUNTY, OREGON  
 POOLED CASH REPORT (FUND 999)  
 AS OF: APRIL 30TH, 2022

FUND ACCOUNT#	ACCOUNT NAME	BEGINNING BALANCE	CURRENT ACTIVITY	CURRENT BALANCE
662-100-1-10-1500	IONE LIBRARY DIST FC W/TREAS	30.83	75.90	106.73
663-100-1-10-1500	OREGON TRAIL LIB FC W/TREAS	305.10	765.97	1,071.07
665-100-1-10-1500	STATE & FED WILDLIFE FC W/TREA	3,112.00	0.00	3,112.00
666-100-1-10-1500	STATE FIRE PATROL FC W/TREAS	112.97	283.81	396.78
667-100-1-10-1500	EOTT FC W/TREASURER	0.00	0.00	0.00
668-100-1-10-1500	TAX APPEALS FC W/TREAS	382,788.25	284.51	383,072.76
669-100-1-10-1500	SCHOLARSHIP TRUST FC W/TREAS	11,045.95	8.21	11,054.16
670-100-1-10-1500	ADV COLL 04-05 FC W/TREAS	8,818.99	6.55	8,825.54
671-100-1-10-1500	ADV COLL 03-04 FC W/TREAS	0.00	0.00	0.00
672-100-1-10-1500	ADV COLL 05-06 FC W/TREAS	0.00	0.00	0.00
673-100-1-10-1500	PREPAID TAX FC W/TREAS	0.00	0.00	0.00
674-100-1-10-1500	SALE OF CO LAND FC W/TREAS	0.00	0.00	0.00
675-100-1-10-1500	TREASURER TRUST FC W/TREAS	1,164.82	0.87	1,165.69
676-100-1-10-1500	IONE RFPD RESERVE FC W/TREAS	429,930.03	319.55	430,249.58
678-100-1-10-1500	STATE ADMIN CONT FC W/TREAS	0.00	0.00	0.00
680-100-1-10-1500	PERSONAL PROPERTY SALES FC W/T	0.00	0.00	0.00
681-100-1-10-1500	COUNTY A & T FC W/TREAS	10,073.66	( 2,608.77)	7,464.89
682-100-1-10-1500	STATE FIRE FC W/TREAS	0.00	0.00	0.00
683-100-1-10-1500	PILOT ROCK RFPD FC W/TREAS	2,072.88	5.60	2,078.48
684-100-1-10-1500	FINLEY BUTTES CLOSURE FC W/TRE	1,277,475.95	949.49	1,278,425.44
685-100-1-10-1500	STATE HOUSING FC W/TREAS	26,604.76	( 18,316.62)	8,288.14
686-100-1-10-1500	IONE LIBRARY BLDG FC W/TREAS	130,532.45	97.02	130,629.47
687-100-1-10-1500	FINLEY BUTTES TRUST FC W/TREAS	0.00	0.00	0.00
688-100-1-10-1500	IONE SCHOOL DIST FC W/TREAS	484.46	1,188.19	1,672.65
690-100-1-10-1500	HEPPNER RURAL FIRE DIST BOND	19.26	48.73	67.99
691-100-1-10-1500	CITY OF HEPPNER BND FC W/TREAS	27.75	69.59	97.34
693-100-1-10-1500	IRRIGON TIPPAGE FC W/TREAS	0.00	0.00	0.00
695-100-1-10-1500	M.C. RET. PLAN TR. FC W/TREAS	( 2,565.77)	49,140.41	46,574.64
697-100-1-10-1500	UNSEG TAX INT FC W/TREAS	0.00	0.00	0.00
698-100-1-10-1500	INTEREST EARNED FC W/TREAS	0.00	0.00	0.00
699-100-1-10-1500	UNSEGREGATED TAX FC W/TREAS	81,590.32	( 81,590.32)	0.00
TOTAL CLAIM ON CASH		47,435,514.27	( 532,376.28)	46,903,137.99

CASH IN BANK - POOLED CASH

999-100-1-10-1501	AP POOLED BEO	154,064.45	7,533,291.93	7,687,356.28
999-100-1-10-1502	PAYROLL BEO	21,931.53	1.63	21,933.16
999-100-1-10-1503	STATE TREASURY POOL	47,985,054.52	( 8,065,669.74)	39,919,384.78
999-100-1-10-1504	CERTIFICATES OF DEPOSIT	0.00	0.00	0.00
999-100-1-10-1505	WELLS FARGO INVESTMENTS	0.00	0.00	0.00
999-100-1-10-1506	UNION BANK OF CALIFORNIA	0.00	0.00	0.00
999-100-1-10-1507	COMMUNITY BANK	100.20	0.00	100.20
999-100-1-10-1508	US BANK	0.00	0.00	0.00
SUBTOTAL CASH IN BANK - POOLED CASH		48,161,150.70	( 532,376.28)	47,628,774.42

**Jaylene Papineau**

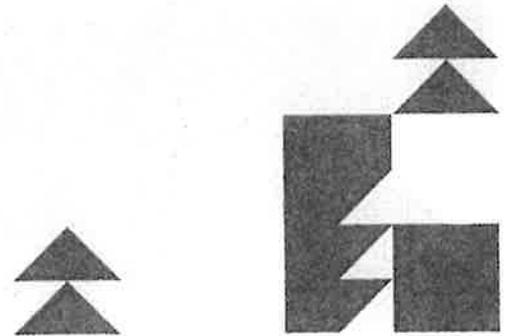
---

**From:** Local-Gov-News <local-gov-news-bounces@omls.oregon.gov> on behalf of OST NEWSLISTS via Local-Gov-News <local-gov-news@omls.oregon.gov>  
**Sent:** Wednesday, April 6, 2022 10:28 AM  
**To:** local-gov-news@omls.oregon.gov  
**Subject:** [Local-Gov-News] Oregon State Treasury | OSTF Rate Change

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

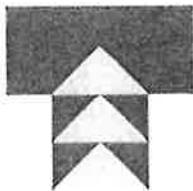
---

# Oregon Short Term Fund



## Rate Change

Effective Thursday, April 7, 2022, the Oregon Short Term Fund (OSTF) rate will change from 0.55% to 0.65%. Additional information about the OSTF, including historical rate data, is available online [here](#).



**OREGON  
STATE  
TREASURY**

867 Hawthorne Ave SE  
Salem, OR 97301-5241

503.378.4000

[oregon.gov/treasury](http://oregon.gov/treasury)

[Manage Your Subscription or Unsubscribe](#)

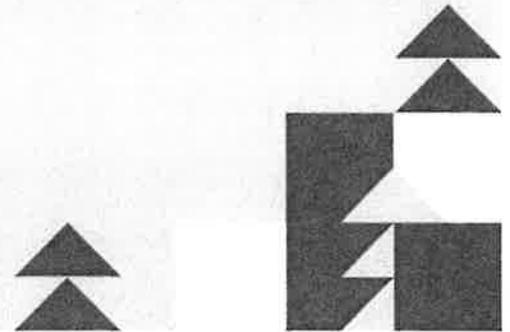
**Jaylene Papineau**

---

**From:** Local-Gov-News <local-gov-news-bounces@omls.oregon.gov> on behalf of OST NEWSLISTS via Local-Gov-News <local-gov-news@omls.oregon.gov>  
**Sent:** Monday, May 9, 2022 9:21 AM  
**To:** local-gov-news@omls.oregon.gov  
**Subject:** [Local-Gov-News] Oregon State Treasury | OSTF Rate Change

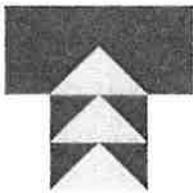
**STOP and VERIFY This message came from outside of Morrow County Gov**

# Oregon Short Term Fund



## Rate Change

Effective Tuesday, May 10, 2022, the Oregon Short Term Fund (OSTF) rate will change from 0.65% to 0.75%. Additional information about the OSTF, including historical rate data, is available online [here](#).



**OREGON  
STATE  
TREASURY**

867 Hawthorne Ave SE  
Salem, OR 97301-5241

503.378.4000

[oregon.gov/treasury](http://oregon.gov/treasury)

[Manage Your Subscription or Unsubscribe](#)

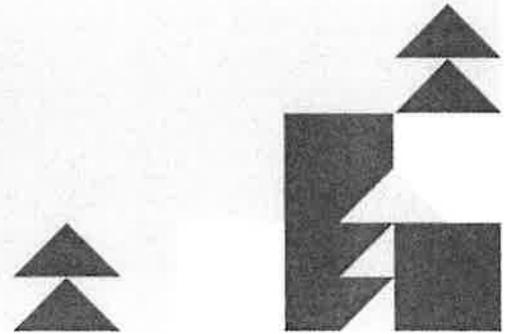
**Jaylene Papineau**

---

**From:** Local-Gov-News <local-gov-news-bounces@omls.oregon.gov> on behalf of OST NEWSLISTS via Local-Gov-News <local-gov-news@omls.oregon.gov>  
**Sent:** Wednesday, May 25, 2022 10:04 AM  
**To:** local-gov-news@omls.oregon.gov  
**Subject:** [Local-Gov-News] Oregon State Treasury | OSTF Rate Change

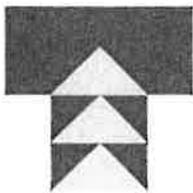
**STOP and VERIFY This message came from outside of Morrow County Gov**

# Oregon Short Term Fund



## Rate Change

Effective Friday, May 27, 2022, the Oregon Short Term Fund (OSTF) rate will change from 0.75% to 0.90%. Additional information about the OSTF, including historical rate data, is available online [here](#).



**OREGON  
STATE  
TREASURY**

867 Hawthorne Ave SE  
Salem, OR 97301-5241

503.378.4000

[oregon.gov/treasury](http://oregon.gov/treasury)

[Manage Your Subscription or Unsubscribe](#)

# 2020 Post-Census Group Quarters Review (PCGQR)

## 2020 PCGQR provides governments the opportunity to ask the U.S. Census Bureau to review 2020 Census group quarters population counts.

The 2020 PCGQR provides a mechanism for governmental units in the United States and Puerto Rico, or their designated representatives, to request that the Census Bureau review their population counts of group quarters they believe were not counted correctly as of April 1, 2020.

If the review process finds discrepancies in these population counts are supported by sufficient documentation, approved revisions to the group quarters population will be provided to the Population Estimates Program. These updates will be incorporated into the next population base that the production schedule allows. The population estimates developed from the updated population base will also be used by the American Community Survey and the Puerto Rico Community Survey as survey controls so the population totals from the survey conform to the updated population estimates.

Please note that the 2020 PCGQR does not constitute a recount for the 2020 Census. For example, 2020 Census data products and counts delivered to the President for apportionment, or the 2020 Census Public Law 94-171 Redistricting Data Files and Geographic Products will not be updated as a result of the 2020 PCGQR.

A group quarters is a place where people live or stay in a group living arrangement that is owned or managed by an entity or organization providing housing and/or services for the residents. These services may include custodial or medical care as well as other types of assistance, and residency is commonly restricted to those receiving these services. This is not a typical household-type living arrangement. People living in group quarters are usually not related to each other.

Group quarters include such places as college/university student housing, residential treatment centers, nursing/skilled-nursing facilities, group homes, correctional facilities, workers' group living quarters, and job corps centers.

## The Census Bureau will respond to all 2020 PCGQR requests and notify the affected government of any updates.

The Census Bureau will respond to all cases, even if the case is considered ineligible for 2020 PCGQR and will notify the affected governmental unit of any updates resulting from a 2020 PCGQR decision in the form of an official determination letter.

## 2020 PCGQR Case Type

Group quarters population cases request a Census Bureau review of population counts for valid group quarters by block to address discrepancies. The 2020 PCGQR can only review group quarters that existed and were available for occupancy on April 1, 2020. Corrections submitted should be consistent with the 2020 Census Residence Criteria and Residence Situations found at <[https://www2.census.gov/programs-surveys/decennial/2020/program-management/memo-series/2020-memo-2018\\_04-appendix.pdf](https://www2.census.gov/programs-surveys/decennial/2020/program-management/memo-series/2020-memo-2018_04-appendix.pdf)> and additional guidance provided by the Census Bureau due to the COVID-19 pandemic found at <<https://www.census.gov/newsroom/press-releases/2020/modifying-2020-operations-for-counting-college-students.html>>.



## 2020 PCGQR participants will not see the actual population counts of a specific census block because they are subject to privacy protections.

2020 Census data, including population counts associated with individual census blocks, are subject to disclosure avoidance methods.

More information on Census Bureau disclosure avoidance methods and efforts to ensure individuals' privacy can be found at <[www.census.gov/programs-surveys/decennial-census/decade/2020/planning-management/process/disclosure-avoidance.html](http://www.census.gov/programs-surveys/decennial-census/decade/2020/planning-management/process/disclosure-avoidance.html)>.

These measures are taken to protect the privacy of the individuals who live in housing units and group quarters. Therefore, 2020 PCGQR participants will not observe precise counts of people below the state level in published data or in updated data.

If updates are warranted regarding the group quarters population counts, the Census Bureau will send a letter with the decision to the highest elected official of the governmental unit.

## Submitting a 2020 PCGQR Case

Governmental units must submit their cases electronically using the Census Bureau's Secure Web Incoming Module (SWIM). The template for data to support your case, participant guide, and other supporting materials are available free for download from <https://www.census.gov/programs-surveys/decennial-census/decade/2020/planning-management/evaluate/pcgqr.html>.

The Census Bureau will only accept cases that are initiated from the highest elected or appointed official of tribal, state, and local governmental units, or their designated representative.

## Example Scenario and Outcomes of a 2020 PCGQR Investigation

A town representative reviews the population counts of group quarters for individual census blocks and believes the population count for one census block is low because of the large student housing facility located in the block. The town's designated 2020 PCGQR representative can provide evidence of the population as of April 1, 2020.

### Possible outcomes include:

- The town representative submitted evidence provided by the student housing administrator that supports that the student housing was undercounted in the 2020 Census. Census Bureau staff will provide updated group quarters population counts to the Population Estimates Program for incorporation into the base population for upcoming vintages of estimates. Updated data will be included in the next population base according to the production schedule. The population estimates developed from the updated population base will also be used by the American Community Survey and the Puerto Rico Community Survey as survey controls so that the population totals from the survey conform to the updated population estimates.
- Evidence provided by the town representative indicates a group quarters in the census block is new and did not exist on April 1, 2020. This should not be included in an updated group quarters population base for use by the Population Estimates Program. The 2020 PCGQR case would be denied and appropriate feedback will be issued to the town representative.

## Eligible Participants

The following active functioning governmental units are eligible to participate:

- Tribal areas, including federally recognized American Indian tribes with reservation and/or off-reservation trust lands, Alaska Native Regional Corporations, and Alaska Native villages.
- States and equivalent entities (District of Columbia, Puerto Rico).
- Counties and equivalent entities.
- Minor civil divisions (e.g., townships).
- Consolidated cities.
- Incorporated places (e.g., villages, towns, cities).



## Schedule

2020 PCGQR occurs between **June 6, 2022, and September 30, 2023.**

After the Census Bureau notifies the public in May 2022, it will accept cases from the highest elected or appointed official in each tribal, state and local government for 2020 Post-Census Group Quarters (PCGQR) between June 6, 2022, and June 30, 2023.

Revised group quarters population counts will be provided to the Population Estimates Program for incorporation into the next population base that the production schedule allows.

The review for all cases concludes on September 30, 2023. More information about the 2020 PCGQR can be found at <https://www.census.gov/programs-surveys/decennial-census/decade/2020/planning-management/evaluate/pcgqr.html>.

For additional assistance, please contact the Census Bureau by e-mail at [dcmd.2020.pcgqr.submissions@census.gov](mailto:dcmd.2020.pcgqr.submissions@census.gov) or by telephone at 1 (844)-242-1765.

**Connect with us**  
@uscensusbureau

# Morrow County Crop Tour Agenda

Thursday, June 16, 2022

**1<sup>st</sup> Stop:** [1 PM]; **OSU Winter Wheat Variety (and Blending) Test Site:** Proudfoot Ranches

*Larry Lutcher, Ryan Graebner, and Bob Zemetra*

Coordinates: N: 45.59632°; W: 119.74393°

Directions: From Irrigon exit east of Boardman. After taking the exit, turn right and drive south almost 17 miles on **Bombing Range Road** to **Juniper Lane** (just beyond the quonset hut on the left) and turn right; travel west on Juniper Lane for about 7.5 miles. Plots are on the south side of the pavement.

**2<sup>nd</sup> Stop:** [2 PM]; **Flood Irrigated Sunflower Production;** Snow-McElligott Ranch

*Mark McElligott*

Coordinates: N: 45.49681°; W: 119.77904°

Directions: From the 1<sup>st</sup> stop, travel west about 0.2 miles then turn left onto **lone-Boardman Road**; drive 5.6 miles then merge (south) onto **Ella Road** and continue for another 2.5 miles (towards lone) to the stop sign. Turn left onto **HWY 74** and drive 2 miles. Turn right into the farmstead near the intersection of HWY 74 and the bottom of Jordan Grade.

**3<sup>rd</sup> Stop:** [3 PM]; **Cheatgrass and China Lettuce Control from Applications of Valor or Heavy Rates of Metribuzin in Chemical Fallow.** Dick Snider Farm

*Larry Lutcher and Adam McCabe*

Coordinates: N: 45.38595°; W: 119.83915°

Directions: From the 2<sup>nd</sup> stop, travel east on HWY 74 for ½ mile, then turn right onto Rhea Creek Road. Travel about 6 miles (up the creek) then turn right onto Brenner Canyon Road; drive 3.4 miles to the top of the hill and turn left; continue on for another 0.4 miles and merge right onto driveway (towards house).

**4<sup>th</sup> Stop:** [4 PM]; **Soft White CoAXium® Wheat Varieties, Aggressor® Herbicide, and Cheatgrass Control;** Keith Morter Farm

Chad Shelton, Mike Flowers, and Hannah Kammeyer

Coordinates: N: 45.42279°; W: 119.89265°

Directions: From the 4<sup>th</sup> stop, travel (on Olden Road) almost 2 miles to lone-Gooseberry Road. Turn right, travel 1.2 miles, and turn left onto Kincaid Lane. Drive 1.6 miles then turn right (north) onto Swanson Road. Continue on Swanson road for 1 mile. Plots are clearly marked on the left (west) side of the road.

**5<sup>th</sup> and Final Stop:** (5 PM); **Spring Wheat After Fallow Variety Performance and Yield;** Keith Morter Farm

*Ryan Graebner*

Coordinates: N: 45.45872°; W: 119.87387°

Directions: From the 4<sup>th</sup> stop, travel about 0.4 miles (north) to the "T." Turn right, travel 2.5 miles and then turn left onto lone-Gooseberry Rd. Continue more-or-less north for 1.2 miles, then turn left onto Halvorsen Lane. Drive west for 0.6 miles. Plots are on the north side of the road.

**BILL HANSELL**  
**STATE SENATOR**  
DISTRICT 29



May 30, 2022

**OREGON STATE SENATE**

Commission Chair Jim Doherty  
P.O. Box 788  
Heppner, OR 97836

Dear Chair Doherty,

When I was elected State Senator and moved from the Courthouse to the Statehouse, one of the things I took with me was the importance of national associations. I had been active in NACo, and I found there were several similar associations that served State Legislators. I was encouraged to look into one committee in particular, sponsored by the Council of State Governments West (CSG West) called the Legislative Council on River Governance (LCRG). This committee's focus is the Columbia River, and has as its members, state legislators from the four states that share the Columbia River basin.

I have served on the LCRG for the past ten years, and at our 2021 meeting in Lewiston, ID, I was elected Chair for 2022. The next annual meeting would be some place in Oregon of my choosing. I chose Morrow County, at the Port of Morrow. This year's conference will be held August 9-11, 2022. Rep. Cliff Bentz, who also served on this committee while in the Oregon Legislature, will be one of our key note speakers. I want to focus what we have been able to accomplish in my part of the state on the Columbia River.

You and Commissioner Lindsey, and Commissioner Russel are more than welcome to attend any of the sessions. We are planning to have sessions on the Treaty with Canada, dam removal, and other issues. I think it should be interesting.

One of the things as Chair, I volunteered to do was to help raise some sponsorships for the conference. I have made contact with Commissioner Shafer, and I believe Umatilla County will be a sponsor. CSG West has put together a sheet on sponsorship opportunities, which I have enclosed. Since we are going to be holding the conference in Morrow County, I wanted you to know about it, and have the opportunity to be one of the sponsors. I know times are tough and money is short, and I don't want you to feel any obligation. We are coming to Morrow County regardless. I just wanted to give the Board the opportunity.

Thanks for your consideration, and if you have any questions, please contact me.

Sincerely,

Bill Hansell  
Senator Dist. 29



WEST

# 2022 LEGISLATIVE COUNCIL ON RIVER GOVERNANCE

AUGUST 9-11, 2022 PORT OF MORROW, OREGON

Join us in Oregon! Become a sponsor of the LCRG to engage with lawmakers from the four Columbia and Snake River basin states in a relaxed, yet collaborative setting. Learn about new innovations, policy issues, and perspectives from across the Pacific Northwest.



IDAHO



MONTANA



OREGON



WASHINGTON

## SPONSORSHIP OPPORTUNITIES

All registered sponsors are invited to attend scheduled meeting sessions, in addition to the various activities & networking opportunities listed for each sponsorship level.

### BRONZE SPONSOR \$2500

- (2) Invitations to welcome reception & hosted meals
- (2) Invitations to policy tour(s)
- Opportunity to host social event (i.e. breakfast, luncheon, or reception)\*
- Special recognition during dinner
- Logo featured on signage & web page

### FRIENDS OF LCRG \$500

- Recognition during day-time programming
- Listing on signage & web page

### QUARTZ SPONSOR \$1500

- (1) Invitation to welcome reception & hosted meals
- (1) Invitation to policy tour(s)
- Special recognition during dinner
- Logo featured on signage & web page

"The Columbia is absolutely critical to life in the Pacific Northwest. The LCRG provides a forum for legislators to discuss, collaborate, and work on solutions."  
- Oregon Senator Bill Hansell, LCRG Chair

\*Available on a first come, first serve basis. Up to \$500 in food & beverage included. Host is responsible for any additional charges.

To learn more, please contact Edgar Ruiz, CSG West Director  
(p) 916.501.5070 (e) eruiz@csg.org

## Roberta Lutcher

---

**From:** CLARK Christopher \* ODOE <Christopher.CLARK@energy.oregon.gov>  
**Sent:** Thursday, May 26, 2022 12:25 PM  
**To:** Jim Doherty; Melissa Lindsay; Don Russell  
**Cc:** tmabbot@co.morrow.or.us; Roberta Lutcher; CORNETT Todd \* ODOE; ESTERSON Sarah \* ODOE  
**Subject:** Comments requested on Notice of Intent for the Echo Solar Project by August 5, 2022  
**Attachments:** ESPNOI-ODOE-Request-for-Comments-Morrow-County-BOC-2022-05-26.pdf; ESPNOI Notice of Intent 2022-05-06.pdf

**STOP and VERIFY This message came from outside of Morrow County Gov**

Dear Commissioners,

On May 10, 2022, the Oregon Department of Energy received a Notice of Intent to File an Application for a Site Certificate (NOI) for a 1,250-megawatt solar photovoltaic power generation facility in Morrow County, Oregon. The NOI was submitted by Echo Solar, LLC, a wholly owned subsidiary of Pine Gate Renewables, LLC. The proposed facility would consist of a 1,250-megawatt solar photovoltaic power generation facility with related and supporting facilities located within an approximately 10,900 acre site boundary on predominately cultivated private land zoned for Exclusive Farm Use in Morrow County.

Because the proposed facility would occupy more than 1,280 acres of predominately cultivated land, the applicant must obtain a Site Certificate from the Energy Facility Siting Council prior to the construction and operation of the proposed facility. Consistent with ORS 469.504, the Applicant has indicated that they intend to seek land use approval by obtaining a determination that the proposed facility complies with the statewide planning goals from the Energy Facility Siting Council. ORS 469.480(1) requires the Council to designate the governing body of any local government within whose jurisdiction a facility is proposed to be located as a Special Advisory Group to provide input on the applicable substantive criteria and land use regulations that apply to the review of the proposed facility. Accordingly, the Department will recommend that the Council designate the Morrow County Board of Commissioners as a Special Advisory Group for the proposed facility at the Council's June 23-24, 2022, meeting.

The Department respectfully requests your comments and recommendations on the NOI by August 5, 2022. A letter including additional details about the EFSC review process and the specific information requested, as well as a complete copy of the NOI, are attached to this email. A paper copy of the NOI will be mailed to the Morrow County Planning Department separately. Please contact me at any time if you have questions about this project or the EFSC review process. The Department would also be happy to present this information to the Board at an upcoming Commission meeting. Please let me know if you would like us to schedule a presentation.

Thank you,



**Christopher M. Clark**  
Siting Policy Analyst & Rules Coordinator  
550 Capitol St. NE | Salem, OR 97301  
[christopher.clark@energy.oregon.gov](mailto:christopher.clark@energy.oregon.gov)  
P: 503-871-7254



Stay connected!

## Registration for the 2022 AOC Legislative Committee Retreat is now open!

Starts: **Wednesday, June 15** at 9:00 a.m

Ends: **Wednesday, June 15** at 7:00 p.m.

Location: Eastern Oregon Trade and Event Center, 1705 E Airport Rd, Hermiston, OR 97838

### ITINERARY

The AOC Legislative Committee, convened by President George Murdock, invites all members of AOC to join for a full day of continued work on AOC Visioning at the Eastern Oregon Trade and Event Center, 1705 E Airport Rd, Hermiston, OR 97838.

In person participants will meet to tie AOC's strategic planning and goals into legislative advocacy with facilitator, Salam Noor. Following a lunch hosted by Morrow and Umatilla Counties, participants will break into small groups by steering committees to discuss forthcoming legislation, principles, priorities, and 2023 Legislative Session AOC bills.

After the Legislative Committee Retreat a reception, hosted by Morrow County and Umatilla County, will take place at the Bellinger Produce Farms & Gourmet Shoppe, located at 1823 S Hwy 395, Hermiston, OR 97838

A phone line will be offered to listen in to audio of the full group discussions and potential Legislative Committee action items. Participation in discussions will only be available to in person attendees.

### Wednesday, June 15

- 9:00 a.m. - 4:00 p.m. - Legislative Committee Retreat
- 5:00 p.m. - 7:00 p.m. - Legislative Committee Reception

### REGISTRATION

Visit the [2022 Legislative Committee Retreat registration page](#), at <https://membersportal.oregoncounties.org/events/EventDetails.aspx?id=1632906> by **Monday, June 6, 2022** to complete registration if you plan to attend this event in person.

*While this retreat is being publicly noticed as a Legislative Committee meeting, **AOC President George Murdock would like to convey that all AOC members are invited to attend** and participate in discussions during this meeting.*

Please note that AOC has a new registration system. You can register for the event [here](#). If you have not yet accessed the new registration portal you will need to reset your password in order to register. View steps on resetting your password [here](#).

A fee of \$25 is available during registration for those that would like to bring a guest to the reception.

### ACCOMMODATIONS

AOC has **not** secured a room block for this event. Recommended options for lodging include:

- [Oxford Suites Hermiston](#)
- [Holiday Inn Express & Suites Hermiston Downtown](#)