

# MORROW COUNTY BOARD OF COMMISSIONERS MEETING AGENDA

Wednesday, August 17, 2022 at 9:00 a.m.

Bartholomew Building Upper Conference Room

110 N. Court St., Heppner, Oregon

See Zoom Meeting Info on Page 2

AMENDED

1. **Call to Order and Pledge of Allegiance - 9:00 a.m.**
2. **City/Citizen Comments:** Individuals may address the Board on issues not on the agenda
3. **Open Agenda:** The Board may introduce subjects not already on the agenda
4. **Consent Calendar**
  - a. Accounts Payable and Payroll Payables
  - b. Minutes: August 3<sup>rd</sup>
  - c. Sheriff's Office Out-of-State Travel Request
  - d. First Amendment to Independent Contractor Agreement with Wolfe Consulting, LLC
  - e. **Granting of Signing Authority for Morrow County – Property Purchase**
5. **Emergency Operations Center Update**
6. **Business Items**
  - a. Declaring Terry Tallman Day in Morrow County
  - b. Critical Oregon Airport Relief (COAR) Grant Program Agreement, Lexington Airport Taxiway D Reconstruction Phase 1 Design (Sandi Pointer, Public Works)
  - c. Annual Application for Oregon Department of Veterans' Affairs Funds (Linda Skendzel, Veterans Services Officer)
  - d. Lead Person for Water Related Issues
  - e. Coordinated Human Services Transportation Plan Update Presentation (Katie Imes, Public Transit)
  - f. Budget Committee Appointment (Kevin Ince, Finance Director)
  - g. **Permit Application #OTL Windwave Communications (, PW Director)**
7. **Department Reports – None Scheduled**
8. **Commissioner Liaison Reports**
9. **Correspondence**
10. **Commissioner Report**
11. **Executive Session:** Pursuant to ORS 192.660(2)(g) – To consider preliminary negotiations involving matters of trade or commerce in which the governing body is in competition with governing bodies in other states or nations
12. **Signing of documents**
13. **Adjournment**

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

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

Pursuant to ORS 192.640, this agenda includes a list of the principal subjects anticipated to be considered at the meeting; however, the Board may consider additional subjects as well. This meeting is open to the public and interested citizens are invited to attend. Executive sessions are closed to the public; however, with few exceptions and under specific guidelines, are open to the media. The Board may recess for lunch depending on the anticipated length of the meeting and the topics on the agenda. If you have anything that needs to be on the agenda, please notify the Board office before noon of the preceding Friday. If something urgent comes up after this publication deadline, please notify the office as soon as possible. If you have any questions about items listed on the agenda, please contact Chair Jim Doherty, 541-571-0584.

### **Zoom Meeting Information**

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

**PASSWORD: 97836**

Meeting ID: 541-676-2546

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

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

**Morrow County Board of Commissioners Meeting Minutes**  
**August 17, 2022**  
**Bartholomew Building Upper Conference Room**  
**Heppner, OR 97836**

**Present In-Person**

Chair Jim Doherty  
Commissioner Melissa Lindsay  
Commissioner Don Russell  
Karen Wolff, Staff  
Roberta Lutcher, Executive Assistant

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

**Terry Tallman Day**

Chair Doherty called Cheryl Tallman, wife of former Judge Terry Tallman, forward. Chair Doherty read the full text of Resolution NO. R-2022-15.

*Commissioner Russell moved to accept Resolution NO. R-2022-15 IN THE MATTER OF DECLARING AUGUST 17, 2022 AS TERRY TALLMAN DAY FOR ALL OF MORROW COUNTY. Commissioner Lindsay seconded. Unanimous approval.*

*Commissioner Russell presented the certificate of the Resolution to Cheryl Tallman.*

Ms. Tallman told the group that Terry enjoyed working with everyone.

Chair Doherty shared a fishing story. Commissioner Russell shared a story. Commissioner Lindsay shared a story.

Ms. Tallman said that she brought melons to share, just as Terry did while he was Judge. These are melons that Terry started from seed and oversaw the planting and growing throughout the year.

**City and Citizen Comments:**

Mike Hughes, Fire Chief Boardman Fire and Rescue District

Chief Hughes said that Chair Doherty suggested a couple of times that the Health District and the Fire District get together to update the ASA (Ambulance Service Area) plan together. Chief Hughes would like to take advantage of that offer. He asked that Deputy District Attorney Zach Williams be appointed to oversee the committee. He suggested that there be two representatives from the Health District, two representatives from the Fire District, no attorneys others than DDA Williams. He also suggested leadership from the Sheriff's Office, Boardman PD, and representatives from the City of Heppner, Lexington, Irrigon and Boardman. This committee would put together an ASA plan that DDA Williams can bring back to the Commission.

Chair Doherty said the Board has been supportive of coming forward with a unified front. He said we would consider that option.

No one online on Zoom with hands up to speak.

Lisa Pratt, Morrow County Resident, lives in the Boardman area

Ms. Pratt read a prepared statement regarding: questioning Chair Doherty's interactions with Chief Hughes at a previous meeting and Chair Doherty's alleged bias against Boardman; the need for a stronger ASA plan; and the need to increase (health care) services in the county.

Chair Doherty said he did visit with Chief Hughes after the meeting and suggested that if Chief Hughes was going to come into a Commission meeting and suggest that Chair Doherty does not have the best health care in mind for his home town and then expect to get on a future agenda. Chair Doherty said that Chief Hughes then said "Are you telling me I will not be on a future agenda?", to which Chair Doherty did not respond.

**Open Agenda:**

None

**Consent Calendar:**

*Commissioner Lindsay moved to approve the Consent Calendar as presented. Commissioner Russell seconded. Unanimous approval.*

**Business Items:**

Lexington Airport Taxiway D Reconstruction Grant

Sandra Pointer, Public Works Management Assistant by Zoom

Ms. Pointer explained that she previously brought the design project grant forward, and was approved. This is a grant for the matching funds for the project.

*Commissioner Lindsay moved to approve the agreement with COAR (Critical Oregon Airport Relief)/ODA (Oregon Department of Aviation) and Morrow County in the amount of \$137,347.47 for the Design phase of the Taxiway D & Apron Reconstruction and authorize Commissioner Russell sign on behalf of Morrow County. Commissioner Russell seconded. Unanimous approval.*

Upon learning the document was prepared with a signature line for the Chair to sign, she made the following amendment: *Commissioner Lindsay moved to amend the previous motion to have Chair Doherty sign. Commissioner Russell said he approved of and seconded the friendly amendment. Unanimous approval.*

County Application for ODVA Funds

Linda Skendzel, Veterans Service Officer

Ms. Skendzel explained that this grant is needed to update some Personal Services expenses in the budget. She has been working with Kevin Ince, Finance Director and he has approved this grant.

*Commissioner Lindsay moved to approve the Oregon Department of Veteran's Affairs County Application for ODVA Fuds FY2022: July 1, 2022 to June 30, 2023 in the amount of \$81, 736 and authorize Chair Doherty to sign on behalf of Morrow County. Commissioner Russell second. Unanimous approval.*

Morrow County Coordinated Human Services Public Transportation Plan Update (CTP)

Katie Imes, Transportation Manager

Ms. Imes introduced Krista Purser, Kittelson a& Associates, who prepared the update. Ms. Purser presented a Powerpoint presentation of the update and reviewed bullet points. Ms. Purser explained that this is a guiding, living document and should be updated as needed.

Ms. Imes explained that this update will come back to the Commissioners to be adopted. The presentation today was condensed. Commissioner Lindsay asked for the final document to be sent to the Commissioners for review well in advance, to allow time to thoroughly review.

Lead Person for Water Related Issues

Tamra Mabbott, Planning Director

Chair Doherty said he is glad we are having this conversation. Commissioner Lindsay agreed. She has been watching Harney County on their water issues.

Ms. Mabbott said she had prepared a document that could be used in preparing a potential position description. Ms. Mabbott reviewed the Water Coordination document. She explained that GIS has been engaged to assist in developing data in relation to the nitrate issues. She said people are 'thirsty' for data. GIS will help with where domestic wells located, and located in relation to septic systems, fields and other factors. This could generate the data that people/agencies need. The State's role has been to regulate water, not plan for future water. Harney County is looking at water holistically.

Commissioner Lindsay said watching what is happening nationally and in the Klamath Basin, we need to start looking locally.

Chair Doherty said when we had the workshop, he pulled info from a Colorado county. They had a whole department on this subject.

Commissioner Russell said well drillers have a log with data about soils, whether cased etc. He assumes this data has not been mined. It would be good information to have. The long-term solution is not a filter on a faucet. He suggested a water district would be something to consider. One well has high nitrates and another does not. Why is that? That needs to be investigated with data.

Commissioner Lindsay agreed. Harney County has done something like this. Leadership, collaboration, and stakeholders.

Commissioner Russell said since 1989, wells have to be tested when property is sold. Not sure if it is public information, but it could be useful.

Ms. Mabbott agreed. She mentioned we might want to look at some land use amendments related to water.

Commissioner Lindsay asked if we are ready to do an RFP (Request For Proposals) for a contract? Do we split it with Umatilla County? Do we just have our own? She thinks a one year or two year contract would be good. Commissioner Russell does not think one year is long enough. He prefers two years, whatever we do.

Ms. Mabbott said an RFQ (Request For Qualifications) would be a good start. Pull together a position description as well to consider an in-house person

Chair Doherty said water security is important. We have a code book. We need a regulatory piece too. If we find out that Joe Industry or Commissioner Doherty are doing something, we need to address that.

Commissioner Lindsay said a two year RFP or RFQ would be good. A contract has worked well on the Broadband Initiative. Commissioner Russell agreed. Commissioner Russell said he is ok with a bi-county agreement as long as it is a true bi-county situation, with equal work for each county. Commissioner Lindsay agreed. Chair Doherty prefers to write our own future and keep it in-house. Look at both options.

Ms. Mabbott with work up options for review.

#### Budget Committee Appointment

Kevin Ince, Finance Director

Mr. Ince explained that there was one response to the public advertisement for appointment to the Budget Committee. Kim Cutsforth has been on the committee previously. Mr. Ince recommends moving forward with the appointment.

*Commissioner Russell moved to appoint Kim Cutsforth to the Budget Committee for a three year term, effective July 1, 2022 to June 30, 2025. Chair Doherty seconded. Unanimous approval.*

#### Permit Application #OTL

Mike Haugen, Assistant Roadmaster

Mr. Haugen explained the permit application and answered questions from the Commissioners.

*Chair Doherty moved to authorize the Assistant Roadmaster to approve Permit #OTL for Windwave Communications. Commissioner Lindsay seconded. Commissioner Russell recused himself because he has a financial interest in Windwave Communications. Chair Doherty yes. Commissioner Lindsay yes. Commissioner Russell abstain.*

#### **Department Report**

None

### **Commissioner Liaison Reports**

Chair Doherty none.

Commissioner Lindsay said Public Works may be coming forward with a discussion around funding for maintenance of the 21 Road.

Commissioner Russell said he recently reviewed the Job Description for the Community Development Director position. We are having trouble filling the position with the current Job Description. He would like a Work Session to review.

In the Finance Department, Sabrina has been promoted to Financial Analyst. The Finance Director has asked about allowing her to work remotely so she can complete work outside of regular hours. Chair Doherty said it is up to Commissioner Russell. Commissioner Lindsay said we have policy regarding remote work. As long as we follow policy, it is fine. We do not want to set a precedence for other departments. All agreed it is up to Commissioner Russell. Commissioner Russell said he will approve it.

### **Correspondence**

Commissioners reviewed. Much discussion regarding the EPA letter.

### **Commissioner Reports**

#### Commissioner Russell

Nothing to report.

#### Commissioner Lindsay

Nothing to report.

#### Chair Doherty

Nothing to report.

### **Executive Session**

Chair Doherty explained that the Executive Session is not needed today.

Chair Doherty responded to the request from the Boardman Fire Chief to form a committee. Chair Doherty said he would consider the request, but that he does not respond well to threats, lies or homophobic recalls and he is not going to begin now.

**Adjourn 10:30 a.m.**

BEFORE THE BOARD OF COMMISSIONERS  
FOR MORROW COUNTY, OREGON

IN THE MATTER OF DECLARING )  
AUGUST 17, 2022 AS TERRY )  
TALLMAN DAY FOR ALL OF )  
MORROW COUNTY )

Resolution NO. R-2022-15

**WHEREAS**, Morrow County recognizes that Terry Tallman gave many years of voluntary service to Morrow County, including serving on the City of Boardman Planning Commission, City of Boardman Mayor for five years, and County Judge of Morrow County for 18 years; and

**WHEREAS**, Morrow County further recognizes that Terry Tallman was the longest serving Morrow County Judge in Morrow County history; and

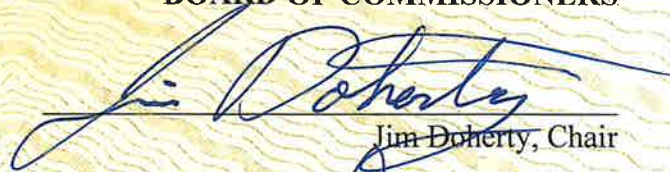
**WHEREAS**, Morrow County further recognizes the giving nature of Terry Tallman, through his tireless efforts to help those in need in Morrow County; and

**WHEREAS**, Morrow County further recognizes that Morrow County has become the community it is today because of the voluntary work and dedication of Terry Tallman; and

**BE IT RESOLVED** that August 17, 2022 shall be known by all Morrow County citizens as Terry Tallman Day.

Dated this 17<sup>th</sup> day of August 2022

MORROW COUNTY  
BOARD OF COMMISSIONERS

  
Jim Doherty, Chair

  
Melissa Lindsay, Commissioner

  
Don Russell, Commissioner



Good morning, my name is Lisa Pratt. I am a Morrow County resident, and I live in the Boardman area.

On August 3<sup>rd</sup>, 2022, Mike Hughes the Fire Chief for Boardman Fire Rescue District attended the Board of Commissioner meeting, where he spoke in the public comment section of the meeting. Chief Hughes pointed out that he feels that some of the commissioners are being biased towards the Fire District and the community of Boardman. After the meeting adjourned Commissioner Doherty approached Chief Hughes in front of multiple witnesses and stated that as long as he is a commissioner, Chief Hughes will never be on the agenda. So, my question to you commissioner Doherty, how is this not being biased???

My second concern is on March 24<sup>th</sup> of this year, Morrow County Health Department received a letter from the Oregon Health Authority approving the ASA plan. In that letter it stated that Oregon Health Authority encouraged a stronger ASA plan. How is not utilizing all available

resources within our county, encouraging a stronger ASA Plan?

My final concern: is as a growing county we should be increasing our services, and making the strongest ASA Plan using every available service and agency within our county. The ASA plan should be rewritten with the input from ALL EMS, Fire, Sheriff Office, Police, and cities within our county. This plan should not just be a copy and paste from 27 years ago. I feel some of the commissioners are letting personal feelings and/or relationships getting in the way of making the best decision for the public safety for our county. As being a Boardman resident, we will never get away from the 22-mile ambulance drive to the hospital in Hermiston, so why are we not trying to strengthen the prehospital care. I can tell you for liability reasons I am glad I am trying to increase services within our county then trying decrease them. In this situation more is better than less.....

Thank you for your time.



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

(For BOC Use)
Item #
4.c.

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

Presenter at BOC:
Department: Sheriff's Office
Short Title of Agenda Item: RIMSCON 2022 (Dispatch System Training)
(No acronyms please)

Date submitted to reviewers:
Requested Agenda Date: 08-17-2022

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

Reviewed By:
John A. Bowles 08-09-2022 Department Director Required for all BOC meetings
Liaison Commissioner Required for all BOC meetings
County Counsel \*Required for all legal documents
Finance Office \*Required for all contracts; other items as appropriate.
Human Resources \*If appropriate

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

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

This is the yearly training on the RIMS System that is the hub of the Sheriff's Office. This is the dispatch system used to dispatch all county first responders. This training is held once a year and every year it has been held in Reno. There is a lot of information covered in this training and our two dispatch supervisors go and receive the training then come back, update and train our staff. Our staff has not attended this training since 2016. Going forward I recommend the dispatch LT and Sgt attend this training at least every three years.

SEE ATTCHED Conference Agenda.

## **2. FISCAL IMPACT:**

Registration: 1950

Lodging: 1138

Travel: 498

Meals: ?

The costs are covered from the 911 Budget that is State Funded.

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

Attach additional background documentation as needed.



Sun Ridge Systems, Inc.  
2022 Annual Users Conference

- Home
- Conference Passes
- Conference Agendas ▼
- Hotel and Travel ▼
- About ▼
- Post Registration** ▼

Log Out

# Congratulations, you are now registered!

Your Confirmation Number is:

MYN4FJ6GL4F

You will receive an email with your registration details.

[Print Invoice](#)

Add to Calendar

## Registration Summary

Review your registration information below

🕒 Viewing in Pacific Time

**Sarah Baker**

sbaker@co.morrow.or.us



Title

Mobile

Sergeant

5419459240

Agency

Role

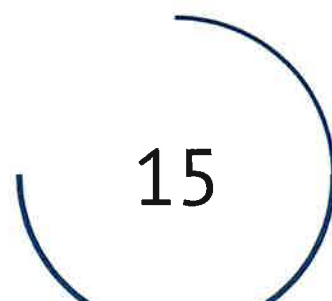
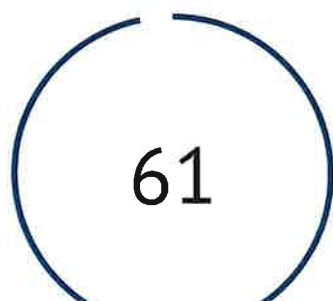
Morrow County, OR Sheriff's Office

Dispatch

### Agenda

Item	Date	Price
<b>Admission Item</b>		
Tuesday Training Pass & Annual RIMS User Conference		\$975.00
<b>Sessions</b>		
Tips and Tricks - Getting the Most out of RIMS	10/11/22, 8:00 AM - 10/11/22, 8:45 AM PT	\$0.00
Surviving and Thriving in Chaos	10/11/22, 10:00 AM - 10/11/22, 11:30 AM PT	\$0.00
System Admin (Non IT) - Keeping RIMS Up-to-Date (Session 2)	10/11/22, 1:00 PM - 10/11/22, 1:45 PM PT	\$0.00
Making the Most of CAD Incidents	10/11/22, 3:00 PM - 10/11/22, 4:45 PM PT	\$0.00
Tuesday Evening Welcome Reception	10/11/22, 6:00 PM - 10/11/22, 8:00 PM PT	\$0.00
Introduction and Opening Remarks	10/12/22, 8:30 AM - 10/12/22, 9:00 AM PT	\$0.00
Wednesday Evening Dinner	10/12/22, 5:30 PM - 10/12/22, 9:00 PM PT	\$0.00
Outside California Agencies Breakout Session	10/13/22, 1:15 PM - 10/13/22, 2:15 PM PT	\$0.00

See you in...



DAYS

HOURS

MINUTES

SECONDS

Modify  
Registration

Transfer  
Registration

Cancel Registration

Submit Payment

[Privacy Policy](#)





# AGENDA ITEM COVER SHEET

Morrow County Board of Commissioners

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

Christa Wolfe, with Wolfe Consulting has requested an amendment to her existing professional services contract with Morrow County to reflect the agreed upon changes in her scope of work.

## 2. FISCAL IMPACT:

Amount is based on hours worked, as needed.

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

Motion to approve the contract amendment with Wolfe Consulting as presented.

Attach additional background documentation as needed.

**FIRST AMENDMENT TO INDEPENDENT CONTRACTOR AGREEMENT**

**THIS FIRST AMENDMENT TO AGREEMENT**, is made and entered into this 17th day of August 2022 by and between the **County of Morrow** ("Client") and **Wolfe Consulting, LLC** ("Contractor").

**WHEREAS**, Client and Contractor are parties to an Agreement dated April 4, 2022 ("Agreement"), regarding the performance of financial support services related to budgeting, budget software, accounting and reporting, and

**WHEREAS**, the parties wish to amend that Agreement to modify the original scope to include the following specific activities.

**NOW, THEREFORE**, the parties do hereby agree as follows:

A. The Agreement is hereby amended to include the following in the 'SERVICES' section of 'EXHIBIT

A—PERSONAL SERVICES CONTRACT SCOPE OF WORK:

FY 2021-22 Fiscal Year End Support – ad hoc assistance to the Finance Director regarding year end closing process and preparation for the June 30, 2022 audit.

Open Gov Budget Support – assistance with configuration issues and chart of accounts differences between Open Gov and Incode for the personnel budget. Preparation assistance with the supplemental budget to adjust the FY 2022-23 personnel budget.

B. Except as set forth in this First Amendment, the Agreement is unaffected and shall continue in full force and effect in accordance with its terms. If there is a conflict between this First Amendment and the Agreement or any earlier amendment, the terms of this First Amendment will prevail.

**CONTRACTOR**

By:  Title: Partner Date: 8/12/22

Christa Bosserman Wolfe for Wolfe Consulting, LLC

Email Address: christa@wcportland.com

**MORROW COUNTY BOARD OF COMMISSIONERS**

**Dated:** August 17, 2022

  
Jim Doherty, Chair

  
Melissa Lindsay, Commissioner

  
Don Russell, Commissioner

## **Independent Contractor Agreement**

This Agreement is made between Morrow County ("Client") with a principal place of business at 110 N Court St, Heppner, OR 97836 and Wolfe Consulting, LLC ("Contractor").

### **1. Services to Be Performed**

Contractor shall provide the following personal services: assistance with budgeting, new budget software, accounting and reporting and other finance services as required, which is further described in Exhibit A. Services will be provided remotely, unless specifically request by the client.

### **2. Payment**

In consideration for the services to be performed by Contractor, Client agrees to pay Contractor at the following rate of \$200.00 per hour. Consideration rates are on a time and materials basis as specified in Exhibit A.

Contractor shall be paid within 15 days after Contractor submits an invoice to Client. The invoice should include the following: an invoice number, the dates covered by the invoice, and a summary of the work performed.

### **3. Expenses**

Travel expense reimbursement is authorized for onsite services, providing those onsite services are requested and authorized by Client in advance of travel.

### **4. Vehicles and Equipment**

Client will not require Contractor to rent or purchase any equipment, product, or service as a condition of entering into this Agreement.

Client will supply Contractor with a laptop and access to the appropriate files and folders to perform the above stated services remotely.

### **5. Independent Contractor Status**

Contractor is an independent contractor, and neither Contractor nor Contractor's employees or contract personnel are, or shall be deemed, Client's employees. In its capacity as an independent contractor, Contractor agrees and represents, and Client agrees, as follows:

[Check all that apply]

Contractor has the right to perform services for others during the term of this Agreement.

Contractor has the sole right to control and direct the means, manner, and method by which the services required by this Agreement will be performed. Contractor shall select, starting and quitting times, days of work, and order the work is performed.

Contractor has the right to hire assistants as subcontractors or to use employees to provide the services required by this Agreement.

Neither Contractor nor Contractor's employees or contract personnel shall be required to wear any uniforms provided by Client.

[X] The services required by this Agreement shall be performed by Contractor, Contractor's employees, or contract personnel, and Client shall not hire, supervise, or pay any assistants to help Contractor.

[X] Neither Contractor nor Contractor's employees or contract personnel shall receive any training from Client in the professional skills necessary to perform the services required by this Agreement.

[X] Neither Contractor nor Contractor's employees or contract personnel shall be required by Client to devote full time to the performance of the services required by this Agreement.

#### **6. Business Licenses, Permits, and Certificates**

Contractor represents and warrants that Contractor and Contractor's employees and contract personnel will comply with all federal, state, and local laws requiring drivers and other licenses, business permits, and certificates required to carry out the services to be performed under this Agreement.

#### **7. State and Federal Taxes**

Client will not:

- withhold FICA (Social Security and Medicare taxes) from Contractor's payments or make FICA payments on Contractor's behalf
- make state or federal unemployment compensation contributions on Contractor's behalf, or
- withhold state or federal income tax from Contractor's payments.

Contractor shall pay all taxes incurred while performing services under this Agreement- including all applicable income taxes and, if Contractor is not a corporation, self-employment (Social Security) taxes. Upon demand, Contractor shall provide Client with proof that such payments have been made.

#### **8. Fringe Benefits**

Contractor understands that neither Contractor nor Contractor's employees or contract personnel are eligible to participate in any employee pension, health, vacation pay, sick pay, or other fringe benefit plan of Client.

#### **9. Unemployment Compensation**

Client shall make no state or federal unemployment compensation payments on behalf of Contractor or Contractor's employees or contract personnel. Contractor will not be entitled to these benefits in connection with work performed under this Agreement.

#### **10. Workers' Compensation**

Client shall not obtain workers' compensation insurance on behalf of Contractor or Contractor's employees. If Contractor hires employees to perform any work under this Agreement, Contractor will cover them with workers' compensation insurance to the extent required by law and provide Client with a certificate of workers' compensation insurance before the employees begin the work.

#### **11. Insurance**

Client shall not provide insurance coverage of any kind for Contractor or Contractor's employees or contract personnel. Contractor shall obtain the following insurance coverage and maintain it during the entire term of this Agreement:

[Check all that apply.]

[ ] Automobile liability insurance for each vehicle used in the performance of this Agreement -- including owned, non-owned (for example, owned by Contractor's employees), leased, or hired vehicles -- in the minimum amount of \$50,000 combined single limit per occurrence for bodily injury and property damage.

[X] Contractor shall provide liability insurance as required by State law. The insurance shall also be of the type recognized as standard in this industry and shall be no less than \$100,000. Before commencing any work, Contractor shall provide Client with proof of this insurance and with proof that Client has been made an additional insured under the policies.

## **12. Indemnification**

Contractor shall indemnify and hold Client harmless from loss or liability arising errors or omissions from the Contractor performing services under this Agreement.

## **13. Term of Agreement**

This agreement will become effective when signed by both parties or on 4/18/2022 and will terminate on the earlier of:

- October 21, 2022, unless extended by mutual written agreement of the parties, or
- the date Contractor completes the services required by this Agreement, or
- the date a party terminates the Agreement as provided below.

## **14. Terminating the Agreement**

Either party may terminate this Agreement at any time by giving 30 days' written notice to the other party of the intent to terminate.

## **15. Exclusive Agreement**

This is the entire Agreement between Contractor and Client.

## **16. Modifying the Agreement**

This Agreement may be modified only by a writing signed by both parties.

## **17. Resolving Disputes**

If a dispute arises under this Agreement, the parties agree to first try to resolve the dispute with the help of a mutually agreed-upon mediator in Morrow County, OR. Any costs and fees other than attorney fees associated with the mediation shall be shared equally by the parties. If it proves impossible to arrive at a mutually satisfactory solution through mediation, the parties agree to submit the dispute to a mutually agreed-upon arbitrator in Morrow County, OR. Judgment upon the award rendered by the arbitrator may be entered in any court having jurisdiction to do so. Costs of arbitration, including attorney fees, will be allocated by the arbitrator.

## **18. Confidentiality**

Contractor acknowledges that it will be necessary for Client to disclose certain confidential and proprietary information to Contractor in order for Contractor to perform duties under this Agreement. Contractor acknowledges that disclosure to a third party or misuse of this proprietary or confidential information would irreparably harm Client.

Accordingly, Contractor will not disclose or use, either during or after the term of this Agreement, any proprietary or confidential information of Client without Client's prior written permission except to the extent necessary to perform services on Client's behalf.

Proprietary or confidential information includes:

- the written, printed, graphic, or electronically recorded materials furnished by Client for Contractor to use
- any written or tangible information stamped "confidential," "proprietary," or with a similar legend, or any information that Client makes reasonable efforts to maintain the secrecy of
- business or marketing plans or strategies, customer lists, operating procedures, trade secrets, design formulas, know-how and processes, computer programs and inventories, discoveries, and improvements of any kind, sales projections, and pricing information
- information belonging to customers and suppliers of Client about whom Contractor gained knowledge as a result of Contractor's services to Client, and

Upon termination of Contractor's services to Client, or at Client's request, Contractor shall deliver to Client all materials in Contractor's possession relating to Client's business with Contractor and services performed by Contractor for Client. Contractor acknowledges that any breach or threatened breach of Clause 18 of this Agreement will result in irreparable harm to Client for which damages would be an inadequate remedy. Therefore, Client shall be entitled to equitable relief, including an injunction, in the event of such breach or threatened breach of Clause 18 of this Agreement. Such equitable relief shall be in addition to Client's rights and remedies otherwise available at law.

#### **19. Proprietary Information.**

A. The product of all work performed under this Agreement ("Work Product"), including without limitation all notes, reports, documentation, drawings, computer programs, inventions, creations, works, devices, models, work-in-progress and deliverables will be the sole property of the Client, and Contractor hereby assigns to the Client all right, title and interest therein, including but not limited to all audiovisual, literary, moral rights and other copyrights, patent rights, trade secret rights and other proprietary rights therein. Contractor retains no right to use the Work Product and agree not to challenge the validity of the Client's ownership in the Work Product.

#### **20. No Partnership**

This Agreement does not create a partnership relationship. Contractor does not have authority to enter into contracts on Client's behalf.

#### **21. Assignment and Delegation**

Either Contractor or Client may assign rights and may delegate duties under this Agreement.

#### **22. Applicable Law**

This Agreement will be governed by Oregon law, without giving effect to conflict of laws principles.


**23. Merger.**

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

**24. Notice.**

Except as otherwise expressly provided in this Contract, any communication between the parties hereto or notices to be given hereunder shall be given in writing by personal delivery, facsimile, or certified mail, or electronic email (with reply by other party indicating receipt of electronic mail) to Contractor or Client at the address or number set forth below of this Contract, or to such other addresses or numbers as either party may hereafter indicate. Any communication or notice delivered by facsimile shall be deemed to be given when receipt of the transmission is generated by the transmitting machine. To be effective against County, such facsimile transmission must be confirmed by telephone notice to County's Contract Administrator. Any communication or notice by personal delivery shall be deemed to be given when actually delivered. Any communication or notice by electronic mail shall be deemed to be given when reply by other party is received through electronic mail (automated delivery notification is insufficient for delivery to be deemed as completed).

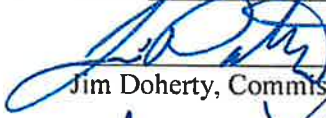

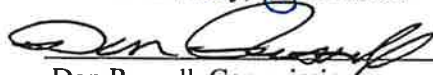
**CONTRACTOR**

By:  Title: Partner Date: 4-4-2022

Christa Bosserman Wolfe for Wolfe Consulting, LLC

Email Address: christa@wcportland.com Phone number: 503-631-9200

**MORROW COUNTY BOARD OF COMMISSIONERS** Dated: 4-6-22

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

Attachments: [X] Exhibit A: Additional Description of Services to be Performed (check if applicable)

**EXHIBIT A  
PERSONAL SERVICES CONTRACT  
SCOPE OF WORK**

**PROPOSAL**

Contractor shall provide on call finance support services to the County to support the budget process, the new budget software, accounting and reporting, and other finance services as required.

Number of hours of service per week will be based on County's need and Contractor's availability.

**SERVICES**

The primary need expressed by the County Administrator is Interim Finance Director services, to ensure the Finance Department maintains essential services (such as weekly check runs, budgetary compliance, and required financial reporting) until a new permanent Finance Director can be onboarded. County is estimating that the engagement may be up to 6 months in length.

Contractor shall provide the following services, as requested by the Client:

**Interim Finance Support** – This includes stepping into a vacancy in your organization and directing the daily operations of the Department and the team. Includes all aspects of financial operations for the Finance Department.

**Audit Support** – This includes schedule coordination, working with the independent audit firm, workpaper preparation, review of staff or other consultant prepared workpapers, drafting schedules, drafting financials, review of financials on behalf of the governmental entity, presenting and/or preparing materials for audit committee or board meetings, and filing with GFOA.

**Budget Support** – This includes schedule coordination, meetings with management for development and review, review of prior year and current year actuals, escalation factors for inflation, 3 year average of prior year actuals, preparation of end of year projections, and preparation of new fiscal year budget.

**Project Management** – This includes financial or technology projects, consultant acts as Project Manager on behalf of the governmental entity, provides leadership and oversight of the project, assists in the identification of stakeholders and engages the stakeholders in the project, directs the work of staff assigned to the project, works collaboratively with project partners/other contractors, holds weekly project meetings – monitoring progress, deliverables, while providing solutions and timely updates to the project sponsors.

**General Consulting/Training** – This includes all matters outside of the above described services, such as general financial consulting services, training, and development. Includes financial best practices, process improvements, and financial policies.

As value added to our clients, we also will provide a letter of recommendations on any potential improvements or best practices regarding the Finance Department operations, internal controls, and financial practices at the end of our engagement.

**FEE SCHEDULE: TIME & MATERIALS BASIS**

All services will be billed at \$200.00 per hour. Work will be performed remotely unless requested by the client and authorized in advance for onsite services. Travel for onsite is billable to the client for time, plus expenses.



**EXHIBIT A**  
**PERSONAL SERVICES CONTRACT**  
**SCOPE OF WORK**

Contractor's compensation is subject to Consumer Price Index ("CPI") adjustments, to be applied annually on January 1st. The amount of compensation may increase annually by the percentage change in the West Region (West City Size B/ C 2.5 Million or less) Consumer Price Index of the US Dept. of Labor, Bureau of Labor Statistics ([https:// www.bls.gov/regions/west/data/xg-tables/ro9xg01.htm](https://www.bls.gov/regions/west/data/xg-tables/ro9xg01.htm)), based upon the rate of change as stated from the last month reported to the same month of the preceding year. In the event such Consumer Price Index (or a successor or substitute index) is not available, a reliable governmental or other nonpartisan publication evaluating the information theretofore used in determining the Consumer Price Index shall be used in lieu of such Consumer Price Index. Provided, however, that in no event shall the compensation increase by greater than 5% per year.

**EQUIPMENT & ACCESS**

The County is to provide Wolfe Consulting, LLC with reliable access to the County network and systems as needed in order to provide the services requested. Any County supplied equipment to access network and systems would be returned to the County upon completion of services or termination of the contract.

**PAYMENT**

Payments are due and payable within 15 days. Invoices will be sent monthly.



## 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

DATE: August 17, 2022

TO: Parties Involved in Property Transaction: **4N2509 AD, Tax Lots 300 & 400**

FROM: Morrow County Board of Commissioners

RE: Granting of Signing Authority for Morrow County- Property Purchase

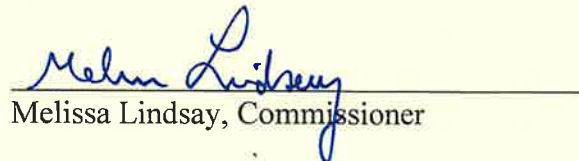
During a regularly scheduled Morrow County Board of Commissioners meeting on August 17, 2022, the Morrow County Board of Commissioners approved the granting of authority for Morrow County Chair Jim Doherty to sign documents related to the purchase of property by Morrow County, described as the following property: **4N2509 AD, Tax Lots 300 & 400.**

The Morrow County Board of Commissioners hereby delegate the authority to sign deeds, easements, purchase agreements and other real property instruments related to the purchase or acquisition of real property interests related to property described as: **4N2509 AD, Tax Lots 300 & 400.** Morrow County Board of Commissioners agree to be bound by the agreements signed related to the purchase of property described as: **4N2509 AD, Tax Lots 300 & 400.**

Dated this 17th day of August, 2022

**MORROW COUNTY BOARD OF COMMISSIONERS**  
**MORROW COUNTY, OREGON**

  
Jim Doherty, Chair

  
Melissa Lindsay, Commissioner

  
Don Russell, Commissioner



# AGENDA ITEM COVER SHEET

Morrow County Board of Commissioners

(Page 2 of 2)

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

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%) - \$137,347.47.

Oregon Department of Aviation (ODA) Critical Oregon Airport Relief (COAR) Grant (9%) \$13,735.04  
County (1%) - \$1,526.12, NOTE: This is in and has been budgeted.

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:

ODA COAR Grant (9%) \$13,735.04 Revenue 205-250-3-30-3620

Expenditure will be 205-250-5-40-4311

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

Motion to accept the agreement with COAR/ ODA and Morrow Co in the amount of \$137,347.47 for the Design phase of the Taxiway D & Apron Reconstruction.

Note: Wants elected official to sign.

Attach additional background documentation as needed.

### CIP DATA SHEET

<b>AIRPORT</b>	Lexington Airport	<b>LOCID</b>	9S9	<b>LOCAL PRIORITY</b>	1
<b>PROJECT DESCRIPTION</b>	Taxiway D & Apron Reconstruction (Design)	<b>PLANNED YEAR TO CONSTRUCT</b>	2022		



**JUSTIFICATION:** This project will significantly reduce the amount of potential FOD generation by reconstructing deteriorating pavement. Furthermore, the project will increase the life of airport pavement previously supported under AIP.

**COST ESTIMATE:**

ADMINISTRATION:	\$ 5,500	1. Construction	\$		4 \$
ENGINEERING:	\$ 161,027	2	\$		5 \$
INSPECTION:	\$	3	\$		<b>TOTAL: \$ 166,527</b>

**Federal ( % )** \$ 149,874
**State** \$
**Local ( % )** \$ 16,653

<b>SPONSOR VERIFICATION:</b>	Date (see instruction sheet or attached comments for more information)
For each and every project as applicable	2015 -Date of approved ALP with project shown
	TBD -Date of environmental determination (ROD, FONSI, CatEx)
	N/A -Date of land acquisition or signed purchase agreement
	2019 -Date of pavement maintenance program
	TBD -Date of Benefit Cost Analysis (BCA) as required

**SPONSOR'S SIGNATURE:** Eric L. Imes      **DATE:** 03/30/2022  
**PRINTED NAME:** Eric Imes      **TITLE:** Public Works Director  
**PHONE NUMBER:** 541-989-9500      **EMAIL:** eimes@co.morrow.or.us

FAA USE ONLY

PREAPP NUMBER	GRANT NUMBER	NPIAS CODE	WORK CODE	FAA PRIORITY	FEDERAL \$



**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: \_\_\_\_\_

*L. P. Pateky*

Title: Chair, Board of Commissioners

Date: June 8, 2022

**Century West Engineering Corporation**

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

*ML*

Title: PRESIDENT

Date: 6/2/2022

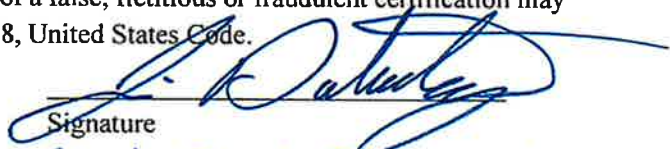
- a) Listing of all product components and subcomponents that are not comprised of 100 percent U.S. domestic content (Excludes products listed on the FAA Nationwide Buy American Waivers Issued listing and products excluded by Federal Acquisition Regulation Subpart 25.108; products of unknown origin must 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.

June 8, 2022  
Date  
Morrow County  
Company Name

  
Signature  
Chair, Board of Commissioners  
Title

**GRANT AGREEMENT**  
**CRITICAL OREGON AIRPORT RELIEF GRANT PROGRAM AGREEMENT**  
**Lexington Airport**  
**Project Name: Lexington Airport - Taxiway D Reconstruction: Phase 1 - Design**

THIS AGREEMENT is made and entered into by and between the **State of Oregon**, acting by and through its Department of Aviation, (“ODA”), and **Morrow County**, a public entity acting by and through its elected officials, (“Recipient”), (ODA and Recipient, collectively the “Parties”).

**BACKGROUND**

A. The State of Oregon has established the Aviation System Action Program (the “Program”) pursuant to 2015 Ore. Laws Ch. 700 (H.B. 2075).

B. Among the purposes of the Program are:

- i. Assisting airports in Oregon with match requirements for Federal Aviation Administration Airport Improvement Grants;
- ii. Making grants for emergency preparedness and infrastructure projects in accordance with the Oregon Resilience Plan or the Oregon Aviation Plan; and
- iii. Making grants for services critical or essential to aviation; aviation-related business development; and airport development for local economic development.

C. Recipient applied for a grant through the Program to undertake the project described in Exhibit A, attached and incorporated by this reference (the “Project”). The Project will benefit the **Morrow County** (the “Airport”).

D. ODA approved a grant in the maximum amount of **\$13,735.04** and is willing to provide the grant to Recipient for the Project on the terms and conditions of this Agreement.

**TERMS OF AGREEMENT**

**1. Effective Date.** This Agreement shall become effective on the date that it is fully executed and approved as required by applicable law (the “Effective Date”). Unless otherwise terminated or extended, Grant Funds under this Agreement shall be available for Project Costs incurred on or after the Effective Date through the date that is two years after the Effective Date (the “Availability Termination Date”). No Grant Funds are available for any expenditure before the Effective Date or after the Availability Termination Date.

**2. Agreement Documents.** This Agreement consists of this document and the following documents:

- a. Exhibit A: **Project Description, Milestones, Schedule and Budget**
- b. Exhibit B: **Application and documents provided by Recipient to ODA prior to the execution of this Agreement**



**c. Exhibit C: Subcontractor Insurance Requirements**

Exhibits A, B, and C are incorporated by reference into this Agreement and are attached hereto. In the event of a conflict between two or more of the documents comprising this Agreement, the language in the document with the highest precedence shall control. The precedence of each of the documents comprising this Agreement is as follows, listed from highest precedence to lowest precedence: This Agreement without Exhibits; Exhibit A; Exhibit B; Exhibit C.

**3. Project Cost; Grant Funds; Match; Reimbursement Rate.**

- a. Project Cost:** The total Project Cost eligible for COAR funding is estimated at **\$152,608.63**. If the Recipient separately receives AIP grant funds for the Project from the FAA, Project Costs shall include only that portion that is eligible for COAR funding.
- b. Grant Funds; Match:** Match provided through an FAA AIP Grant shall only include the portion of costs that are eligible for COAR funding. The Recipient's eligible AIP Grant for purposes of this project is **\$137,347.47** or . In accordance with the terms and conditions of this Agreement, ODA shall provide grant funds to Recipient in an amount not to exceed **\$13,735.04** or **9.00%** of the Remaining Project Cost, whichever is less (the "Grant Funds"). Recipient shall be responsible to provide matching funds, in the amount of **\$1,526.12** or **1.00%**, whichever is less ("Match"), for their portion of all other Eligible Costs as calculated in Exhibit A, Table 2 (Funding Breakdown).
- c. Reimbursement Rate:** ODA shall reimburse Recipient for **9%** of the amount of Eligible Costs, provided that in no event shall the total amount reimbursed exceed the sum of **\$13,735.04** ODA will withhold five percent (5%) from each disbursement as Retainage (the "Retainage"), which is payable as provided in Section 9.c.

**4. Project Implementation and Completion.** Recipient shall implement and complete the project in accordance with the plans and specifications and all documents or plans included in Exhibit A, incorporated herein, as they may be revised or modified with the approval of ODA. In accordance with the provisions of Section 6, Recipient shall notify ODA in writing of all changes in the project activities prior to performing any changes and shall not perform any changes without written prior approval from ODA.

**5. Grant Funds.**

- a. Use of Grant Funds; Grant Award; No Exclusive Right.** The Grant Funds shall be used solely for the Project described in Exhibit A and shall not be used for any other purpose. No Grant Funds will be disbursed for any changes to the Project unless ODA approves such changes pursuant to the Project Change Procedures in Section 6 or pursuant to the Amendment provisions of Section 15.d.
  - i. Recipient agrees to substantially initiate the Project within six (6) months of the Effective Date.
  - ii. In accepting the Grant Funds, the Recipient, its contractors, lessees, and their successors and assigns covenant not to sell, transfer, or convey any exclusive right to use the Airport, its improvements or its services at any time during the 20 year-period following the Effective Date.

**b. Eligible Project Costs.** The Grant Funds may only be used for Recipient's actual Project Costs to the extent those costs are (a) reasonable, necessary and directly used for the Project; (b) permitted by generally accepted accounting principles established by the Governmental Accounting Standards Board, as reasonably interpreted by ODA, to be capitalized to an asset that is part of the Project; and (c) eligible or permitted uses of the Grant Funds under State of Oregon law and this Agreement. Any payment of principal due under any interim financing agreement associated with or executed for the Project will be deemed an Eligible Project Cost only if ODA (i) specifically determines the costs are reasonable, necessary and directly used for the Project as provided by this subsection; and (ii) provides the Agency's prior written consent before any claim of reimbursement is submitted.

**c. Ineligible Project Costs.** The Grant Funds may not be used for any operating or working capital expenditures that Recipient charges to the Project; or for any maintenance costs of the Project; or for any payments made to related parties (as described in Section 13.b. or as prohibited under Section 13.c.) or for any loans or grants to be made to third parties, except as provided in Section 5.b.

**d. Request for Reimbursements.** ODA will disburse Grant Funds to the Recipient on an expense reimbursement or cost-incurred basis. To obtain reimbursement for Eligible Project Costs, Recipient shall submit to ODA's Program Coordinators no more frequently than monthly a Request for Reimbursement (Form 109-007), the form of which is incorporated by reference, together with (i) the Milestone Progress Report for that month as required by Section 8.a. and (ii) invoices and other supporting documentation that ODA may request in its reasonable discretion. In no case will ODA reimburse a Request for Reimbursement that is not accompanied with the Milestone Progress Report required by Section 8.a.

**6. Project Change Procedures.** Project change orders are only for changes to the schedule. Recipient shall submit a Request for Change Order (Form 109-009), the form of which is hereby incorporated by reference, to ODA's Program Coordinators:

**a.** If Recipient anticipates Project milestones will be delayed by more than ninety (90) days from the milestones shown in Exhibit A, Recipient shall submit a Request for Change Order (Form 109-009) to ODA's Project Coordinators as soon as Recipient becomes aware of any possible delay. The Request for Change Order must be submitted prior to the milestone completion date shown in Exhibit A.

**b.** Recipient shall not proceed with any changes to Project scope or delivery schedule prior to the execution of an amendment to this Agreement executed in response to ODA's approval of a Request for Change. A Request for Change Order may be rejected at the discretion of ODA. ODA may choose to request review by the State Aviation Board. Changes will not include additional costs or reimbursement requests in excess of the maximum grant award stated in Section 3.

**7. Inspection.** ODA may inspect the Project on a periodic basis and at Project completion. ODA may conduct any or all of its Project inspections by an onsite walkthrough inspection or, in lieu of a walkthrough inspection, by reviewing date-stamped photographs or video or by using other means satisfactory to ODA in its sole discretion.

**8. Reporting.**

**a. Milestone Progress Reports.** On or before the 15th of every month until the Project completion date or the Availability Termination Date, whichever is earlier, Recipient shall submit to ODA's Program Coordinators a completed Milestone Progress Report (Form 109-008), the form of which is incorporated by reference, that reports the Project's progress for the preceding month.

**b. Final Report.** Within ninety (90) days from the Project completion date, Recipient shall submit a written report (the "Final Report") to ODA's Program Coordinators that includes the following information at the minimum:

- i. The number of jobs created or retained both during construction and after Project completion as a direct result of the Project;
- ii. The number of jobs projected in the Recipient's Project application;
- iii. Data on the methodology that measures the Project's success as described in the grant application.

Recipient's obligation to provide this report survives expiration of this Agreement. Recipient shall use Final Report form, which Recipient must also sign.

## **9. Disbursement and Recovery of Grant.**

**a. Disbursement Generally.** ODA shall reimburse Eligible Project Costs that Recipient incurs, subject to Section 5, up to the maximum amount of Grant Funds provided in Section 3. Reimbursements shall be made by ODA within forty-five (45) days of ODA's approval of a Request for Reimbursement from Recipient.

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

- i. ODA has received funding, appropriations, limitations, allotments, or other expenditure authority sufficient to allow ODA, in the exercise of its reasonable administrative discretion, to make the disbursement.
- ii. Recipient is in compliance with the terms of this Agreement, including without limitation completion of all prerequisites for reimbursement.
- iii. Recipient has provided to ODA a Request for Reimbursement, together with a Milestone Progress Report, in accordance with Section 5. Recipient must submit its final Request for Reimbursement following completion of the Project and no later than ninety (90) days after the earlier of completion of the Project or the Availability Termination Date. Failure to submit the final Request for Reimbursement within ninety (90) days after the completion of the Project or the Availability Termination Date could result in non-payment.
- iv. Recipient agrees to submit an IRS form W-9 form, and any other required documentation requested by ODA in order to input Recipient into ODA's financial system for the disbursement of Grant Funds.

**c. Retainage.** ODA will withhold five percent (5%) from each disbursement for the duration of the Project schedule (the "Retainage"). ODA will release the cumulative Retainage to Recipient only after ODA certifies the Project as complete.

**d. General Right to withhold Payments.** ODA reserves the right to withhold payment of funds if there are unresolved audit findings, or inadequate information concerning Recipient's Project activities. ODA reserves the right to reallocate any portion of the Grant Funds that ODA estimates the Recipient will use .

**e. Recovery of Grant Funds.** Any Grant Funds disbursed to Recipient under this Agreement that are expended in violation of one or more of the provisions of this Agreement ("Misexpended Funds") or that remain unexpended on the earlier of the Availability Termination Date or termination of this Agreement must be returned to ODA. Recipient shall return all Misexpended Funds to ODA promptly after ODA's written demand and no later than fifteen (15) days after ODA's written demand. Recipient shall return all unexpended Grant Funds to ODA within fourteen (14) days after the earlier of the Availability Termination Date or termination of this Agreement.

**10. General Representations and Warranties of Recipient.** Recipient represents and warrants to ODA as follows:

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

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

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

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

**e. Compliance with Oregon Taxes, Fees and Assessments.** Recipient is, to the best of the undersigned's knowledge, and for the useful life of the Project will remain, current on all applicable state and local taxes, fees and assessments.

**11. Special Warranty of Recipient To Maintain and Operate the Airport & Segregate Income.**

**a. Recipient warrants that it shall maintain and operate the Airport as an airport in a usable, safe, and orderly manner at all times for a period of at least 20 years from the Effective Date.** If this condition is not met, Recipient shall immediately reimburse to ODA all Grant Funds in an amount equal to the total amount of Grant Funds provided for the Project, divided by twenty (20), multiplied by the difference between twenty (20) and the number of years that the Airport remained open after the Effective Date. By way of example only, if \$100,000 in Grant Funds are distributed and Recipient closes the Airport after only seven years of the required 20-year operating period, then Recipient must reimburse ODA \$65,000 of Grant Funds ( $\$100,000/20 \text{ years} = \$5,000$ ;  $\$5,000 \times 13 \text{ years} = \$65,000$ ).

**b. Recipient also warrants and agrees that all income derived from the Airport shall be deposited into a segregated account for a period of at least 20 years from the Effective Date, and these funds shall be used only for the operation, maintenance or capital improvement of the Airport.**

**12. Records Maintenance and Access; Audit.**

**a. Records, Access to Records and Facilities.** Recipient shall make and retain proper and complete books of record and account and maintain all fiscal records related to this Agreement and the Project in accordance with all applicable generally accepted accounting principles, generally accepted governmental auditing standards, and state minimum standards for audits of municipal corporations. Recipient shall ensure that each of its subrecipients and subcontractors complies with these requirements. ODA, the Secretary of State of the State of Oregon (the "Secretary") and their duly authorized representatives shall have access to the books, documents, papers and records of Recipient that are directly related to this Agreement, the funds provided hereunder, or the Project for the purpose of making audits and examinations. In addition, ODA, the Secretary and their duly authorized representatives may make and retain excerpts, copies, and transcriptions of the foregoing books, documents, papers, and records. Recipient shall permit authorized representatives of ODA, and the Secretary to perform site reviews of the Project, and to inspect all vehicles, real property, facilities and equipment purchased by Recipient as part of the Project, and any transportation services rendered by Recipient. Nothing herein is meant to be or will be interpreted to be a waiver of any protection against disclosure of records or communication otherwise provided by law, including protection provided by attorney-client privilege or the attorney work product doctrine.

**b. Retention of Records.** Recipient shall retain and keep accessible all books, documents, papers, and records, that are directly related to this Agreement, the funds or the Project until the date that is six (6) years following the Availability Termination Date.

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

This Section 12 shall survive any expiration or termination of this Agreement.

**13. Recipient Subagreements and Procurements.**

**a. Subagreements generally.** Recipient may enter into agreements with sub-recipients, contractors or subcontractors (collectively, "subagreements") for performance of the Project.

- i. All subagreements must be in writing, executed by Recipient and must incorporate and pass through all of the applicable requirements of this Agreement to the other party or parties to the subagreement(s). Use of a subagreement does not relieve Recipient of its responsibilities under this Agreement.
- ii. Recipient shall require all of its contractors performing work under this Agreement to name ODA as a third party beneficiary of Recipient's subagreement with the Contractor and to name ODA as an additional obligee on contractors' bonds.
- iii. Upon ODA's request, Recipient shall provide ODA with a copy of any signed subagreement, as well as identify all owners of the sub-recipient, contractor, or subcontractor with whom Recipient entered into the subagreement. Recipient must report to ODA any substantial breach of a term or condition of a subagreement relating to this Agreement within ten (10) days of Recipient discovering the breach.

**b. Conflicts of Interest; Private Recipients.** If Recipient is not a public body, as defined in ORS 174.109, Recipient shall not award, enter into, or otherwise participate in any subagreement if a conflict of interest, real or apparent, would arise. Such a conflict arises when any of the following would be a party to the subagreement:

- i. An employee, officer, or agent of the Recipient ("Recipient Person");
- ii. A Recipient Person's spouse, domestic partner, parent, stepparent, child, sibling, stepsibling, son-in-law or daughter-in-law;
- iii. The parent, stepparent, child, sibling, stepsibling, son-in-law or daughter-in-law of the spouse or domestic partner of a Recipient Person;
- iv. Any individual for whom a Recipient Person has a legal support obligation; or
- v. An organization in which any of the individuals identified in (i) through (iv) is a partner, member, or employee or from which the individual otherwise receives a financial benefit.

**c. Conflicts of Interest; Public Recipients.** If Recipient is a public body, as defined in ORS 174.109, Recipient's public officials shall comply with Oregon's government ethics laws, ORS 244.010 et seq., as those laws may be subsequently amended.

**d. Subagreement indemnity; insurance.**

- i. ***Recipient shall require its contractor(s) and subcontractor(s) that are not units of local government as defined in Oregon Revised Statute (ORS) 190.003, if any, to indemnify, defend, save and hold harmless the State of Oregon, the Oregon Aviation Board and its members, the Oregon Department of Aviation and its officers, employees and agents from and against any and all claims, actions, liabilities, damages, losses, or expenses, including attorneys' fees, arising from a tort, as now or hereafter defined in ORS 30.260 ("Claims"), to the extent such Claims are caused, or alleged to be caused by the negligent or willful acts or omissions of Recipient's contractor or any of the officers, agents, employees or subcontractors of the contractor. It is the specific intention of the Parties that ODA shall, in all instances, except to the extent Claims arise from the negligent or willful acts or omissions of ODA, be indemnified for all Claims caused or alleged to be caused by the contractor or subcontractor.***
- ii. Any such indemnification shall also provide that neither Recipient's contractor or subcontractor, nor any attorney engaged by Recipient's contractor or subcontractor, shall defend any claim in the name the State of Oregon or any agency of the State of Oregon, nor purport to act as legal representative of the State of Oregon or any of its agencies, without the prior written consent of the Oregon Attorney General. The State of Oregon may, at any time at its election, assume its own defense and settlement in the event that it determines that Recipient's contractor is prohibited from defending the State of Oregon, or that Recipient's contractor is not adequately defending the State of Oregon's interests, or that an important governmental principle is at issue or that it is in the best interests of the State of Oregon to do so. The State of Oregon reserves all rights to pursue claims it may have against Recipient's contractor if the State of Oregon elects to assume its own defense.
- iii. Recipient shall require the other party, or parties, to each of its subagreements that are not units of local government as defined in ORS 190.003 to obtain and maintain insurance of the types and in the amounts provided in Exhibit C to this Agreement.

**e. Procurements for Public Recipients.** If Recipient is a public body, as defined in ORS 174.109, Recipient shall make purchases of any equipment, materials, or services for the Project under procedures that comply with Oregon law, including all applicable provisions of the Oregon Public Contracting Code and rules, ensuring that:

- i. all applicable clauses required by federal statute, executive orders and their implementing regulations are included in each competitive procurement;
- ii. all procurement transactions are conducted in a manner providing full and open competition; and
- iii. procurements exclude the use of statutorily or administratively imposed in-state or geographic preference in the evaluation of bids or proposals (with exception of locally controlled licensing requirements).

**f. Procurements for Private Recipients.** If Recipient is not a public body, as defined in ORS 174.109:

- i. For procurements over \$25,000, Recipient must solicit quotes or bids from at least three sources. If three quotes or bids are not reasonably available, fewer will suffice. In either case, Recipient shall retain, and provide upon ODA's request, documentation of the bidding and selection process for all procurements over \$25,000, including Recipient's efforts to obtain the quotes or bids.
- ii. Recipient may not artificially divide or fragment a procurement so as to reduce the procurement amount below the \$25,000 threshold designated by this section.

**14. Termination and ODA Rights Upon Termination.**

**a. Mutual Termination.** This Agreement may be terminated by mutual written consent of the Parties.

**b. Termination by ODA.** ODA may terminate this Agreement effective upon delivery of written notice to Recipient, or at such later date as may be established by ODA, under any of the following circumstances:

- i. If Recipient fails to pay its share of the Project costs;
- ii. If Recipient fails to provide services or funds called for by this Agreement within the time specified herein;
- iii. If Recipient fails to perform any of its other obligations under this Agreement, and that failure continues for a period of 10 calendar days after the date ODA delivers Recipient written notice specifying such failure. The ODA may agree in writing to an extension of time if it determines Recipient instituted and has diligently pursued corrective action;
- iv. If any false or misleading representation is made by or on behalf of Recipient in this Agreement or in any document provided by Recipient related to this Agreement or the Project;
- v. If ODA fails to receive funding, appropriations, limitations or other expenditure authority sufficient to allow ODA, in the exercise of its reasonable administrative discretion, to continue to make payments for performance of this Agreement;
- vi. If federal or state laws, regulations or guidelines are modified or interpreted in such a way that the Project work under this Agreement is prohibited or if ODA is prohibited from paying for such Project work from the planned funding source; or
- vii. If, in the sole opinion of ODA, the Project would not produce results that are commensurate with the further expenditure of funds.

**c. ODA's Rights upon Termination.** Upon termination under Section 14(a) or Section 14(b) above, ODA may:

- i. Terminate ODA's commitment and obligation to make any further disbursements of Grant Funds;
- ii. Require Recipient to immediately repay ODA all disbursed Grant Funds; and
- iii. For termination on any of the grounds set forth in Section 14(b)(i)-(iv), bar Recipient from applying to ODA for future assistance.

ODA's remedies are cumulative and are in addition to any other rights or remedies available at law or in equity.



## 15. GENERAL PROVISIONS:

### a. Contribution.

- i. If any third party makes any claim or brings any action, suit or proceeding alleging a tort as now or hereafter defined in ORS 30.260 ("Third Party Claim") against ODA or Recipient with respect to which the other Party may have liability, the notified Party must promptly notify the other Party in writing of the Third Party Claim and deliver to the other Party a copy of the claim, process, and all legal pleadings with respect to the Third Party Claim. Each Party is entitled to participate in the defense of a Third Party Claim, and to defend a Third Party Claim with counsel of its own choosing. Receipt by a Party of the notice and copies required in this paragraph and meaningful opportunity for the Party to participate in the investigation, defense and settlement of the Third Party Claim with counsel of its own choosing are conditions precedent to that Party's liability with respect to the Third Party Claim.
- ii. With respect to a Third Party Claim for which ODA is jointly liable with Recipient (or would be if joined in the Third Party Claim), ODA shall contribute to the amount of expenses (including attorneys' fees), judgments, fines and amounts paid in settlement actually and reasonably incurred and paid or payable by Recipient in such proportion as is appropriate to reflect the relative fault of ODA on the one hand and of the Recipient on the other hand in connection with the events which resulted in such expenses, judgments, fines or settlement amounts, as well as any other relevant equitable considerations. The relative fault of ODA on the one hand and of Recipient on the other hand shall be determined by reference to, among other things, the Parties' relative intent, knowledge, access to information and opportunity to correct or prevent the circumstances resulting in such expenses, judgments, fines or settlement amounts. ODA's contribution amount in any instance is capped to the same extent it would have been capped under Oregon law, including the Oregon Tort Claims Act, ORS 30.260 to 30.300, if ODA had sole liability in the proceeding.
- iii. With respect to a Third Party Claim for which Recipient is jointly liable with ODA (or would be if joined in the Third Party Claim), Recipient shall contribute to the amount of expenses (including attorneys' fees), judgments, fines and amounts paid in settlement actually and reasonably incurred and paid or payable by ODA in such proportion as is appropriate to reflect the relative fault of Recipient on the one hand and of ODA on the other hand in connection with the events which resulted in such expenses, judgments, fines or settlement amounts, as well as any other relevant equitable considerations. The relative fault of Recipient on the one hand and of ODA on the other hand shall be determined by reference to, among other things, the Parties' relative intent, knowledge, access to information and opportunity to correct or prevent the circumstances resulting in such expenses, judgments, fines or settlement amounts. Recipient's contribution amount in any instance is capped to the same extent it would have been capped under Oregon law, including the Oregon Tort Claims Act, ORS 30.260 to 30.300, if it had sole liability in the proceeding.

**b. Indemnification and Hold Harmless.** Recipient shall, to the full extent permitted by the Oregon Constitution and the Oregon Tort Claims Act, indemnify and hold ODA harmless from all liability of whatsoever nature, and for any costs, fees or expenses that ODA may incur from Recipient's performance of this Agreement.

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

**d. Amendments.** This Agreement may be amended or extended only by a written instrument signed by both Parties and approved as required by applicable law.

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

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

**g. Notices.** Except as otherwise expressly provided in this Agreement, any communications between the Parties hereto or notices to be given hereunder shall be given in writing by personal delivery, facsimile, email or mailing the same, postage prepaid, to Recipient Contact or ODA Contact at the address or number set forth on the signature page of this Agreement, or to such other addresses or numbers as either party may hereafter indicate pursuant to this section. Any communication or notice personally delivered shall be deemed to be given when actually delivered. Any communication or notice delivered by facsimile shall be deemed to be given when receipt of the transmission is generated by the transmitting machine, and to be effective against ODA, such facsimile transmission must be confirmed by telephone notice to ODA Contact. Any communication by email shall be deemed to be given when the recipient of the email acknowledges receipt of the email. Any communication or notice mailed shall be deemed to be given when received.

**h. Governing Law, Consent to Jurisdiction.** This Agreement shall be governed by and construed in accordance with the laws of the State of Oregon without regard to principles of conflicts of law. Any claim, action, suit or proceeding (collectively, "Claim") between ODA (or any other agency or department of the State of Oregon) and Recipient that arises from or relates to this Agreement shall be brought and conducted solely and exclusively within the Circuit Court of Marion County in the State of Oregon. In no event shall this section be construed as a waiver by the State of Oregon of any form of defense or immunity, whether sovereign immunity, governmental immunity, immunity based on the eleventh amendment to the Constitution of the United States or otherwise, from any Claim or from the jurisdiction of any court. Each party hereby consents to the exclusive jurisdiction of Circuit Court of Marion County in the State of Oregon, waives any objection to venue, and waives any claim that such forum is an inconvenient forum.

**i. Compliance with Law.** Recipient shall comply with all applicable federal, state, and local laws, regulations, executive orders and ordinances applicable to the Project including, but not limited to, the provisions of ORS 319.020 and OAR 738 Divisions 124 and 125 where applicable by this Agreement, incorporated herein by reference and made a part of this Agreement. In addition, without limiting the generality of the foregoing, Recipient expressly agrees to comply with (i) Title VI of Civil Rights Act of 1964; (ii) Title V and Section 504 of the Rehabilitation Act of 1973; (iii) the Americans with Disabilities Act of 1990 and ORS 659A.142; (iv) all regulations and administrative rules established pursuant to the foregoing laws; and (v) all other applicable requirements of federal and state civil rights and rehabilitation statutes, rules and regulations.

**j. Costs and Expenses Related to Employment of Individuals; Insurance; Workers' Compensation.**

Recipient is responsible for all costs and expenses related to its employment of individuals to perform the work under this Agreement, including but not limited to retirement contributions, workers' compensation, unemployment taxes, and state and federal income tax withholding. In addition, Recipient's subcontractors, if any, and all employers working under this Agreement are subject employers under the Oregon Workers' Compensation Law and shall comply with ORS 656.017 and shall provide the required Workers' Compensation coverage, unless such employers are exempt under ORS 656.126. Employer's liability insurance with coverage limits of not less than \$500,000 must be included. Recipient shall ensure that each of its subrecipient(s), contractor(s), and subcontractor(s) complies with these requirements.

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

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

**m. Counterparts.** This Agreement may be executed in several counterparts (facsimile or otherwise) all of which when taken together shall constitute one agreement binding on all Parties, notwithstanding that all Parties are not signatories to the same counterpart. Each copy of this Agreement so executed shall constitute an original.

**n. Integration and Waiver.** This Agreement, and attached exhibits constitute the entire Agreement between the Parties on the subject matter hereof. There are no understandings, agreements, or representations, oral or written, not specified herein regarding this Agreement. No waiver, consent, modification or change of terms of this Agreement shall bind either party unless in writing and signed by both Parties and all necessary approvals have been obtained. Such waiver, consent, modification or change, if made, shall be effective only in the specific instance and for the specific purpose given. The failure of ODA to enforce any provision of this Agreement shall not constitute a waiver by ODA of that or any other provision.

**o. Questions; Program Coordinators.** Questions regarding this Agreement may be directed to:

Oregon Department of Aviation  
Attn: Program Coordinators: Cathy Clark, or Andria Abrahamson, or each of their successors  
3040 25th Street SE  
Salem, OR 97302

**Cathy Clark, Program Coordinator**  
cathy.rb.clark@aviation.state.or.us  
503-378-2894

**Andria Abrahamson, Program Coordinator**  
andria.abrahamson@aviation.state.or.us  
503-378-4881

**Heather Peck, Program Manager**  
heather.peck@aviation.state.or.us  
503-378-3168

In the absence of any of the above-named individuals during the term of this Agreement, ODA shall notify the Recipient in writing of a substitute contact.

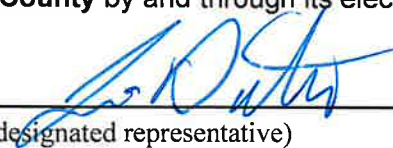
**SIGNATURE PAGE TO FOLLOW**

**THE PARTIES**, by execution of this Agreement, hereby acknowledge that its signing representatives have read this Agreement, understand it, and agree to be bound by its terms and conditions.

The Director of the Department of Aviation or his designee is authorized to act on behalf of State in approving and executing this Agreement.

The State Aviation Board approved the COAR funding request and delegated authority to the Director of the Oregon Department of Aviation to enter into Agreement.

**Morrow County** by and through its elected officials

By   
(Legally designated representative)

Name Jim Doherty, Chair, Board of Commissioners  
(printed)

Date August 17, 2022

**STATE OF OREGON**, by and through its Oregon Department of Aviation

By \_\_\_\_\_  
Director

Name \_\_\_\_\_  
(printed)

Date \_\_\_\_\_

**APPROVED AS TO LEGAL SUFFICIENCY**

(If required in local process)

By \_\_\_\_\_  
(Recipient's Legal Counsel)

Date \_\_\_\_\_

**APPROVED AS TO LEGAL SUFFICIENCY**

(For funding over \$150000)

By \_\_\_\_\_  
Department of Justice

Date \_\_\_\_\_

**Recipient Contact:**

Sandi Pointer, Management Assistant  
365 W. Hwy 74  
Lexington, Oregon, 97839  
(541) 989-8166  
spointer@co.morrow.or.us

**ODA Contacts:**

Cathy Clark, Program Coordinator  
3040 25th Street SE  
Salem, OR 97302  
503-378-2894  
cathy.rb.clark@aviation.state.or.us

Andria Abrahamson, Program Coordinator  
3040 25th Street SE  
Salem, OR 97302  
503-378-4881  
andria.abrahamson@aviation.state.or.us



**EXHIBIT A**  
**Project Description, Milestones, Schedule and Budget**

**Application Number: COAR-2022-9S9-00017**

**Project Name: Lexington Airport - Taxiway D Reconstruction: Phase 1 - Design**

**A. PROJECT DESCRIPTION**

Reconstruction of Taxiway D due to poor pavement condition.

**B. PROJECT MILESTONES AND SCHEDULE**

Milestones are used for evaluating performance on the Project as described in the Agreement. Milestones cannot be changed without an amendment to the Agreement.

If Recipient anticipates that Project milestones will be delayed by more than ninety (90) days, Recipient shall submit a Request for Change Order, as described in Section 6 of the Agreement, to the ODA Project Coordinators as soon as Recipient becomes aware of any possible delay. The Request for Change order must be submitted before the Milestone completion date shown in Table 1 below.

The anticipated start date of the Project is: **01/01/22**

The anticipated completion date of the Project is: **09/30/24**

**Table 1: Milestones**

Milestone	Description	Estimated Start Date	Estimated Completion Date
1.	FAA Grant Award	01/01/22	07/08/22
2.	30% Submittal	07/08/22	08/19/22
3.	90% Submittal	08/19/22	12/02/22
4.	100% Submittal	12/02/22	02/03/23
5.	Bid Advertisement	02/03/23	03/03/23
6.	Bid Opening	03/03/23	04/03/23

7.	FAA Grant Closeout	04/03/23	09/30/24
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**Table 2: Funding Breakdown**

1	Grant Award Amount	\$13,735.04
2	Recipient Match (minimum 10% of Total Project Cost and any portion of the Project which is not covered by Grant Funds.)	\$1,526.12
3	TOTAL PROJECT COST	\$152,608.63



## EXHIBIT C Subcontractor Insurance Requirements

### GENERAL.

Recipient shall require its first tier contractor(s) that are not units of local government as defined in ORS 190.003, if any, to: i) obtain insurance specified under TYPES AND AMOUNTS and meeting the requirements under ADDITIONAL INSURED, "TAIL" COVERAGE, NOTICE OF CANCELLATION OR CHANGE, and CERTIFICATES OF INSURANCE before the contractors perform under contracts between Recipient and the contractors (the "Subcontracts"), and ii) maintain the insurance in full force throughout the duration of the Subcontracts. The insurance must be provided by insurance companies or entities that are authorized to transact the business of insurance and issue coverage in the State of Oregon and that are acceptable to Recipient. Recipient shall not authorize contractors to begin work under the Subcontracts until the insurance is in full force. Thereafter, Recipient shall monitor continued compliance with the insurance requirements on an annual or more frequent basis. Recipient shall incorporate appropriate provisions in the Subcontracts permitting it to enforce contractor compliance with the insurance requirements and shall take all reasonable steps to enforce such compliance. Examples of "reasonable steps" include issuing stop work orders (or the equivalent) until the insurance is in full force or terminating the Subcontracts as permitted by the Subcontracts, or pursuing legal action to enforce the insurance requirements. In no event shall Recipient permit a contractor to work under a Subcontract when the Recipient is aware that the contractor is not in compliance with the insurance requirements. As used in this section, a "first tier" contractor is a contractor with which the Recipient directly enters into a contract. It does not include a subcontractor with which the contractor enters into a contract.

### TYPES AND AMOUNTS.

1. **WORKERS COMPENSATION.** Insurance in compliance with ORS 656.017, which requires all employers that employ subject workers, as defined in ORS 656.027, to provide workers' compensation coverage for those workers, unless they meet the requirement for an exemption under ORS 656.126(2). Employers liability insurance with coverage limits of not less than \$500,000 must be included.
2. **COMMERCIAL GENERAL LIABILITY.** Commercial General Liability Insurance covering bodily injury, death, and property damage in a form and with coverages that are satisfactory to ODA. This insurance shall include personal injury liability, products and completed operations. Coverage shall be written on an occurrence form basis, with not less than the following amounts as determined by ODA:

Bodily Injury, Death and Property Damage:

Not less than \$2,000,000 per occurrence (for all claimants for claims arising out of a single accident or occurrence). Annual aggregate limit shall not be less than \$4,000,000.

3. **AUTOMOBILE LIABILITY INSURANCE: AUTOMOBILE LIABILITY.** Automobile Liability Insurance covering all owned, non-owned and hired vehicles. This coverage may be written in combination with the Commercial General Liability Insurance (with separate limits for "Commercial General Liability" and "Automobile Liability"). Automobile Liability Insurance must be in not less than the following amounts as determined by ODA:

**Bodily Injury, Death and Property Damage:**

Not less than \$2,000,000 per occurrence (for all claimants for claims arising out of a single accident or occurrence).

4. **ADDITIONAL INSURED.** The Commercial General Liability Insurance and Automobile Liability insurance must include the State of Oregon, ODA, its officers, employees and agents as Additional Insureds, but only with respect to the contractor's activities to be performed under the Subcontract. Coverage must be primary and non-contributory with any other insurance and self-insurance.
5. **"TAIL" COVERAGE.** If any of the required insurance policies is on a "claims made" basis, such as professional liability insurance, the contractor shall maintain either "tail" coverage or continuous "claims made" liability coverage, provided the effective date of the continuous "claims made" coverage is on or before the effective date of the Subcontract, for a minimum of twenty-four (24) months following the later of : (i) the contractor's completion and Sponsor's acceptance of all Services required under the Subcontract or, (ii) the expiration of all warranty periods provided under the Subcontract. Notwithstanding the foregoing twenty-four (24) month requirement, if the contractor elects to maintain "tail" coverage and if the maximum time period "tail" coverage reasonably available in the marketplace is less than the twenty-four (24) month period described above, then the contractor may request and ODA may grant approval of the maximum "tail " coverage period reasonably available in the marketplace. If ODA approval is granted, the contractor shall maintain "tail" coverage for the maximum time period that "tail" coverage is reasonably available in the marketplace.
6. **NOTICE OF CANCELLATION OR CHANGE.** The contractor or its insurer must provide thirty (30) days' written notice to Recipient before cancellation of, material change to, potential exhaustion of aggregate limits of, or non-renewal of the required insurance coverage(s). Any failure to comply with the reporting provisions of this clause shall constitute a material breach of this Agreement and shall be grounds for immediate termination of this Agreement.
7. **CERTIFICATE(S) OF INSURANCE.** Recipient shall obtain from the contractor a certificate(s) of insurance for all required insurance before the contractor performs under the Subcontract. The certificate(s) or an attached endorsement must specify: i) all entities and individuals who are endorsed on the policy as Additional Insured (or Loss Payees) and ii) for insurance on a "claims made" basis, the extended reporting period applicable to "tail" or continuous "claims made" coverage. Required insurance coverages shall be obtained from insurance companies acceptable to ODA and the contractor shall pay for all deductibles, self-insured retention or self-insurance.
8. **INSURANCE REQUIREMENT REVIEW.** Recipient agrees to periodic review of insurance requirements by ODA under this Agreement and to provide updated requirements as mutually agreed upon by ODA and Recipient.
9. **ODA ACCEPTANCE.** All insurance providers are subject to ODA acceptance. If requested by ODA, Recipient shall provide complete copies of its Contractors' insurance policies, endorsements, self-insurance documents and related insurance documents to ODA's representatives responsible for verification of the insurance coverages required under this Exhibit C.

**The Recipient shall immediately notify ODA of any change in insurance coverage.**



# AGENDA ITEM COVER SHEET

Morrow County Board of Commissioners

(Page 2 of 2)

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

Veterans Budget exceeds the budgeted amount for FY2021/2022 this wasn't taken into account at the end of year Budget Resolution.

The budget exceeded the requested amount due to medical insurance added to Personnel Costs beginning January 2022.

Oregon Department of Veterans Affairs is not concerned with the budget exceeding the budgeted amount. I discussed these issues with Kevin Ince, our new Finance Director.

The Annual Oregon Department of Veterans Affairs Funding Application and documentation is attached.

## **2. FISCAL IMPACT:**

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

Requesting Commissioner Lindsay to sign the Annual Application to receive funds from Oregon Department of Veterans Affairs.

Attach additional background documentation as needed.



*This is a fillable form. Save the form to your computer, complete the form, print, sign, scan and send electronically.*

A county must complete and submit this form along with the required documents listed below to the Oregon Department of Veterans' Affairs **no later than 8/31/2022** in order to receive state funds for the county's Veteran Services Office. Please submit the documents to: [ODVA\\_CVSO-NSOFunding@odva.oregon.gov](mailto:ODVA_CVSO-NSOFunding@odva.oregon.gov).

**SUBMIT TO:** [ODVA\\_CVSO-NSOFunding@odva.oregon.gov](mailto:ODVA_CVSO-NSOFunding@odva.oregon.gov)

TIME PERIOD

July 1, 2022 to June 30, 2023

COUNTY

Morrow

**CONTACT INFORMATION**

Oregon Department of Veterans' Affairs Statewide Veteran Services  
700 Summer St NE Salem, OR 97301-1285  
For questions, please call: (503) 373-2090

**Budgeted Revenue for July 1, 2022 to June 30, 2023**

ITEM	AMOUNT
County Funds	\$ 34,218
*Carry forward of unspent budgeted funds from previous fiscal year (if applicable)*	\$ 0.00
ODVA Funds for 2022-23	\$ 81,736
Other Funds (Identify source) Outreach Grant	\$ 4,000
<b>TOTAL REVENUE</b>	<b>\$ 119,954</b>

**Budgeted Expenditures for July 1, 2022 to June 30, 2023**

**TOTAL BUDGETED EXPENDITURES \$ 119,954**

(NOTE: Budgeted expenditures should match budgeted revenue)

**Required Documents**

- A copy of the approved budget for county Veteran Services Office for the fiscal year 2023.
- A copy of the actual revenue and expenditures for the prior fiscal year, **if changed since submission with fourth quarter report.**
- \*A description of the planned use of the carry-forward funds from FY 2022, if applicable.\*
- If the county contracts for the provision of veteran services, attach a signed copy of the contract.

**CERTIFICATION**

By my signature below, I hereby certify the following: the county is applying for funds for the county Veteran Services Office from the Oregon Department of Veterans' Affairs; the county will use these funds only as provided in ORS 406.310 and ORS 406.450 – 406.460; the county will comply with the Oregon Administrative Rules in Chapter 274, Division 030 that govern these funds; and the county will submit quarterly reports of activities and expenditures to the Oregon Department of Veterans' Affairs no later than the 30<sup>th</sup> day of the month following the end of each quarter.

Printed Name of County Commissioner/Judge (or designee)

*Jim Doherty*

Signature of Authorized County Representative named above

Date Signed

*August 17, 2022*

Title of Signer

Email Address

Telephone Number

*Chair, Board of Commissioners*

*jdoherty@co.morrow.or.us*

*541-676-5613*

ODVA APPROVED FOR FUNDING

Authorized Signature

Date

BEFORE THE BOARD OF COMMISSIONERS FOR  
MORROW COUNTY, OREGON

IN THE MATTER OF ADOPTING THE BUDGET, ) RESOLUTION No. R-2022-10  
 MAKING APPROPRIATIONS, IMPOSING AND )  
 CATEGORIZING THE TAXES.....) )

BE IT RESOLVED that the Board of Commissioners of Morrow County hereby adopts the budget for fiscal year 2022-23 in the sum of \$83,674,523.

This budget is now on file at the Morrow County Courthouse in Heppner, Oregon.

BE IT RESOLVED that the amounts for the fiscal year beginning July 1, 2022, and for the purposes shown below are hereby appropriated as follows:

<b>GENERAL FUND</b>	
Board of Commissioners	\$ 709,643
Administrative Services	731,416
County Assessor/Tax Collector	920,695
County Treasurer	137,565
County Clerk	376,074
Veterans Officer	119,954
Board of Property Tax Appeals	3,036
Justice Court	343,083
District Attorney	439,246
Juvenile Department	410,074
Sheriff	4,681,053
Health Department	1,605,874
Planning	772,377
Community Development	156,757
Emergency Management	534,252
Surveyor	172,883
Museum	11,000
Public Works Administration	76,085
Public Works General Maintenance	781,714
Solid Waste Transfer Station North	64,250
Solid Waste Transfer Station South	163,206
Transfers to Other Funds	3,169,794
Computer	355,500
Weed Department	142,668
Nondepartmental Personnel Services	86,171
Nondepartmental Materials & Services	871,650
Nondepartmental Capital Outlay	365,000
Debt Service	1,200
Special Payments	1,924,437
Contingency	4,324,202
<b>TOTAL FOR GENERAL FUND</b>	<b>\$ 24,450,859</b>

	<b>HERITAGE TRAIL FUND</b>	
Materials & Services	\$	<u>51,726</u>
<b>TOTAL FOR HERITAGE TRAIL FUND</b>	<b>\$</b>	<b>51,726</b>
	<b>ROAD EQUIPMENT RESERVE FUND</b>	
Capital Outlay	\$	<u>1,771,000</u>
<b>TOTAL FOR ROAD EQUIPMENT RESERVE FUND</b>	<b>\$</b>	<b>1,771,000</b>
	<b>ROAD FUND</b>	
Personnel Services	\$	2,326,775
Materials and Services		3,947,525
Capital Outlay		80,000
Transfer to other funds		580,000
Contingency		<u>1,052,806</u>
<b>TOTAL FOR ROAD FUND</b>	<b>\$</b>	<b>7,987,106</b>
	<b>FINLEY BUTTES TRUST FUND</b>	
Materials & Services	\$	<u>100,000</u>
<b>TOTAL FOR FINLEY BUTTES TRUST FUND</b>	<b>\$</b>	<b>100,000</b>
	<b>MORROW COUNTY COMMISSIONS ON CHILDREN &amp; FAMILIES</b>	
Transfer to Other Funds		<u>66,158</u>
<b>TOTAL FOR MORROW COUNTY COMMISSION ON CHILDREN AND FAMILIES</b>	<b>\$</b>	<b>66,158</b>
	<b>AIRPORT FUND</b>	
Materials & Services		69,140
Capital Outlay		557,500
Contingency		<u>167,514</u>
<b>TOTAL FOR AIRPORT FUND</b>	<b>\$</b>	<b>794,154</b>
	<b>LAW LIBRARY FUND</b>	
Materials & Services	\$	<u>40,379</u>
<b>TOTAL FOR LAW LIBRARY FUND</b>	<b>\$</b>	<b>40,379</b>
	<b>911 EMERGENCY FUND</b>	
Personnel Services	\$	302,717
Materials & Services		70,400
Capital Outlay		100,000
Contingency		<u>323,331</u>
<b>TOTAL FOR 911 EMERGENCY FUND</b>	<b>\$</b>	<b>796,448</b>

<b>SURVEYOR PRESERVATION FUND</b>		
Materials & Services	\$	<u>288,984</u>
<b>TOTAL FOR SURVEYOR PRESERVATION FUND</b>	<b>\$</b>	<b>288,984</b>
<b>FINLEY BUTTES LICENSE FUND</b>		
Transfer To Other Funds	\$	1,636,000
Special Payments		<u>710,665</u>
<b>TOTAL FOR FINLEY BUTTES LICENSE FEE FUND</b>	<b>\$</b>	<b>2,346,665</b>
<b>COUNTY SCHOOL FUND</b>		
Special Payments	\$	<u>201,350</u>
<b>TOTAL FOR COUNTY SCHOOL FUND</b>	<b>\$</b>	<b>201,350</b>
<b>IONE SCHOOL FUND</b>		
Special Payments	\$	<u>20,265</u>
<b>TOTAL FOR IONE SCHOOL FUND</b>	<b>\$</b>	<b>20,265</b>
<b>FAIR FUND</b>		
Personnel Services	\$	25,842
Materials & Services		188,050
Capital Outlay		15,000
Transfer To Other Funds		7,000
Contingency		<u>168,418</u>
<b>TOTAL FOR FAIR FUND</b>	<b>\$</b>	<b>404,310</b>
<b>COMPUTER EQUIPMENT RESERVE FUND</b>		
Capital Outlay	\$	<u>107,350</u>
<b>TOTAL FOR COMPUTER EQUIPMENT RESERVE FUND</b>	<b>\$</b>	<b>107,350</b>
<b>SPECIAL TRANSPORTATION FUND</b>		
Personnel Services	\$	298,674
Materials & Services		612,060
Capital Outlay		77,500
Transfer to Other Funds		563,922
Contingency		<u>60,520</u>
<b>TOTAL FOR SPECIAL TRANSPORTATION FUND</b>	<b>\$</b>	<b>1,612,676</b>
<b>PROGRAMMING RESERVE FUND</b>		
Capital Outlay	\$	<u>187,100</u>
<b>TOTAL FOR PROGRAMMING RESERVE</b>	<b>\$</b>	<b>187,100</b>



	<b>ENFORCEMENT FUND</b>	
Materials & Service		\$ <u>21,275</u>
<b>TOTAL FOR ENFORCEMENT FUND</b>		<b>\$ 21,275</b>
	<b>VIDEO LOTTERY FUND</b>	
Materials & Services		\$ 15,000
Special Payments		25,000
Transfer to Other Funds		81,500
Contingency		<u>51,250</u>
<b>TOTAL FOR VIDEO LOTTERY FUND</b>		<b>\$ 172,750</b>
	<b>VICTIM/WITNESS ASSISTANCE FUND</b>	
Personnel Services		\$ 94,211
Materials & Services		<u>19,527</u>
<b>TOTAL FOR VICTIM/WITNESS ASSISTANCE FUND</b>		<b>\$ 113,738</b>
	<b>WILLOW CREEK WIND FEES</b>	
Special Payments		\$ 45,000
Transfer to Other Funds		<u>46,000</u>
<b>TOTAL FOR WILLOW CREEK WIND FEES</b>		<b>\$ 91,000</b>
	<b>CAMI GRANT FUND</b>	
Materials & Services		\$ <u>36,920</u>
<b>TOTAL FOR CAMI GRANT FUND</b>		<b>\$ 36,920</b>
	<b>WEED EQUIPMENT RESERVE FUND</b>	
Capital Outlay		\$ <u>30,915</u>
<b>TOTAL FOR WEED EQUIPMENT RESERVE FUND</b>		<b>\$ 30,915</b>
	<b>STF VEHICLE RESERVE FUND</b>	
Capital Outlay		\$ <u>536,874</u>
<b>TOTAL FOR STF VEHICLE RESERVE FUND</b>		<b>\$ 536,874</b>
	<b>FAIR ROOF RESERVE FUND</b>	
Capital Outlay		\$ <u>31,307</u>
<b>TOTAL FOR FAIR ROOF RESERVE FUND</b>		<b>\$ 31,307</b>
	<b>CAPITAL IMPROVEMENT FUND</b>	
Capital Outlay		\$ 9,275,458
Debt Service		<u>773,582</u>
<b>TOTAL FOR HEPNER ADMIN. BUILDING FUND</b>		<b>\$ 10,049,040</b>

	<b>SAFETY COMMITTEE FUND</b>	
Materials & Services		\$ <u>23,100</u>
<b>TOTAL FOR SAFETY COMMITTEE</b>		<b>\$ 23,100</b>
	<b>BLEACHER RESERVE FUND</b>	
Capital Outlay		\$ <u>26,231</u>
<b>TOTAL FOR BLEACHER RESERVE FUND</b>		<b>\$ 26,231</b>
	<b>RODEO FUND</b>	
Materials & Services		\$ <u>12,500</u>
<b>TOTAL RODEO FUND</b>		<b>\$ 12,500</b>
	<b>JUSTICE COURT BAILS/FINES FUND</b>	
Materials & Services		\$ <u>540,000</u>
<b>TOTAL FOR JUSTICE COURT BAILS/FINES FUND</b>		<b>\$ 540,000</b>
	<b>CLERKS RECORDS FUND</b>	
Materials & Services		\$ <u>22,850</u>
<b>TOTAL FOR CLERKS RECORDS FUND</b>		<b>\$ 22,850</b>
	<b>DUII IMPACT FUND</b>	
Materials & Services		\$ <u>30,290</u>
<b>TOTAL FOR DUII IMPACT FUND</b>		<b>\$ 30,290</b>
	<b>FAIR IMPROVEMENT FUND</b>	
Capital Outlay		\$ <u>36,485</u>
<b>TOTAL FOR FAIR IMPROVEMENT FUND</b>		<b>\$ 36,485</b>
	<b>BUILDING PERMIT FUND</b>	
Materials & Services		\$ 2,000
Transfer to Other Funds		<u>50,000</u>
<b>TOTAL FOR BUILDING PERMIT FUND</b>		<b>\$ 52,000</b>
	<b>PARK FUND</b>	
Personnel Services		\$ 285,976
Materials & Services		361,031
Capital Outlay		100,000
Contingency		<u>190,493</u>
<b>TOTAL FOR PARK FUND</b>		<b>\$ 937,500</b>
	<b>EQUITY FUND</b>	
Materials & Services		\$ <u>21,000</u>
<b>TOTAL FOR EQUITY FUND</b>		<b>\$ 21,000</b>

	<b>BUILDING RESERVE FUND</b>	
Capital Outlay		\$ 500,000
Transfers to Other Funds		<u>500,000</u>
<b>TOTAL FOR BUILDING RESERVE FUND</b>		<b>\$ 1,000,000</b>
	<b>LIQUOR CONTROL FUND</b>	
Materials & Services		\$ <u>893</u>
<b>TOTAL FOR LIQUOR CONTROL FUND</b>		<b>\$ 893</b>
	<b>WATER PLANNING FUND</b>	
Materials & Services		\$ <u>16,258</u>
<b>TOTAL FOR WATER PLANNING FUND</b>		<b>\$ 16,258</b>
	<b>FOREST SERVICE FUND</b>	
Materials & Services		\$ <u>87,700</u>
<b>TOTAL FOR FOREST SERVICE FUND</b>		<b>\$ 87,700</b>
	<b>COURT SECURITY FUND</b>	
Materials & Services		\$ 52,500
Capital Outlay		<u>35,000</u>
<b>TOTAL FOR COURT SECURITY FUND</b>		<b>\$ 87,500</b>
	<b>ECHO WINDS FEES FUND</b>	
Transfer to Other Funds		\$ 53,785
Special Payments		<u>48,100</u>
<b>TOTAL FOR ECHO WINDS FEES FUND</b>		<b>\$ 101,885</b>
	<b>SHEPHERDS FLAT FEES FUND</b>	
Transfer to Other Funds		\$ 1,139,500
Special Payments		<u>521,500</u>
<b>TOTAL FOR SHEPHERDS FLAT FEES FUND</b>		<b>\$ 1,661,000</b>
	<b>5310 FTA GRANT FUND</b>	
Personnel Services		\$ 97,604
Materials and Services	<b>ECHO WINDS FEES FUND</b>	448,538
Capital Outlay		126,956
Transfer to Other Funds		63,000
Contingency		<u>318,679</u>
<b>TOTAL FOR STO OPERATING FUND</b>		<b>\$ 1,054,777</b>

**COMMUNITY CORRECTIONS**

Personnel Services	\$	486,733
Materials & Services		219,862
Capital Outlay		55,000
Contingency		<u>78,505</u>
<b>TOTAL FOR COMMUNITY CORRECTIONS FUND</b>	<b>\$</b>	<b>840,100</b>
<b>PGE CARTY FUND</b>		
Transfer to Other Funds	\$	3,003,500
Special Payments		<u>500,000</u>
<b>TOTAL FOR PGE CARTY FUND</b>	<b>\$</b>	<b>3,503,500</b>
<b>SHERIFF RESERVE FUND</b>		
Materials & Services	\$	10,800
Contingency		<u>8,200</u>
<b>TOTAL FOR SHERIFF RESERVE FUND</b>	<b>\$</b>	<b>19,000</b>
<b>WHEATRIDGE WIND FUND</b>		
Special Payments	\$	1,500,000
Transfer to Other Funds		<u>930,000</u>
<b>TOTAL FOR WHEATRIDGE WIND FUND</b>	<b>\$</b>	<b>2,430,000</b>
<b>ORCHARD WIND FUND</b>		
Special Payments	\$	150,000
Transfers to Other Funds		<u>4,850</u>
<b>TOTAL RESILIENCY FUND</b>	<b>\$</b>	<b>154,850</b>
<b>RESILIENCY FUND</b>		
Materials & Services	\$	5,400,000
Transfers to Other Funds		<u>4,000,000</u>
<b>TOTAL RESILIENCY FUND</b>	<b>\$</b>	<b>9,400,000</b>
<b>TOTAL APPROPRIATIONS, All Funds</b>	<b>\$</b>	<b>74,369,768</b>

**NON-APPROPRIATED BUDGET**

**REQUIREMENTS**

General Fund	\$	3,613,888
Road Fund		1,000,000
Finley Butte Road		2,148,382
Airport Fund		20,000
911 Emergency Fund		200,000
Fair Fund		40,830
Victim Witness Fund		15,344
STF Vehicle Reserve Fund		133,000
Building Permit Fund		1,454,440
Equity Fund		605,000
Building Reserve Fund		73,871

**TOTAL UNAPPROPRIATED AND RESERVE AMOUNTS, All Funds** \$ 9,304,755

**TOTAL ADOPTED BUDGET** \$ 83,674,523

BE IT RESOLVED that the following ad valorem property taxes are hereby imposed at the assessed value of all taxable property within the district for the tax year 2022-2023 at the rate of \$4.1347 per \$1,000.

BE IT RESOLVED that the taxes imposed are hereby categorized for purposes of Article XI section 11b as:

Permanent Rate Tax \$4.1347/\$1,000.

**Excluded from Limitation**

The above Resolution statements were approved and declared adopted on June 29, 2022.

**Morrow County Board of Commissioners**

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

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

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

101-GENERAL FUND  
 VETERANS

	CURRENT BUDGET	CURRENT PERIOD	YEAR TO DATE ACTUAL	BUDGET BALANCE	% OF BUDGET
<b>REVENUES</b>					
<b>GRANT REVENUE</b>					
101-106-3-30-3511 AID TO COUNTIES	81,736.00	0.00	61,302.18	20,433.82	75.00
101-106-3-30-3512 SB1100	0.00	0.00	0.00	0.00	0.00
101-106-3-30-3513 VETS EXTENDED OUTREACH	0.00	0.00	0.00	0.00	0.00
101-106-3-30-3514 OUTREACH DISCRETIONARY	0.00	0.00	0.00	0.00	0.00
TOTAL GRANT REVENUE	81,736.00	0.00	61,302.18	20,433.82	75.00
<b>MISCELLANEOUS REVENUE</b>					
101-106-3-60-4187 MISC REVENUE	4,000.00	0.00	4,000.00	0.00	100.00
TOTAL MISCELLANEOUS REVENUE	4,000.00	0.00	4,000.00	0.00	100.00
<b>REIMBURSEMENTS</b>					
101-106-3-80-7075 REIMBURSED ITEMS	0.00	0.00	0.00	0.00	0.00
TOTAL REIMBURSEMENTS	0.00	0.00	0.00	0.00	0.00
<b>TOTAL REVENUES</b>	<b>85,736.00</b>	<b>0.00</b>	<b>65,302.18</b>	<b>20,433.82</b>	<b>76.17</b>
<b>EXPENDITURES</b>					
<b>PERSONNEL SERVICES</b>					
101-106-5-10-1001 VETERANS OFFICER	56,424.00	5,233.73	57,217.18 (	793.18)	101.41
101-106-5-10-1002 OFFICE ASSISTANT	15,670.00	1,727.57	15,814.70 (	144.70)	100.92
101-106-5-10-1301 FICA	4,470.00	530.25	5,091.71 (	621.71)	113.91
101-106-5-10-1302 WORKERS COMP	81.00	1.97	27.84	53.16	34.37
101-106-5-10-1303 PACIFIC MUTUAL	13,993.00	1,297.97	14,347.44 (	354.44)	102.53
101-106-5-10-1304 DEFINED CONTRIBUTION	0.00	0.00	0.00	0.00	0.00
101-106-5-10-1305 AOC-MEDICAL	0.00	346.71	5,015.24 (	5,015.24)	0.00
101-106-5-10-1306 DENTAL	0.00	21.31	255.72 (	255.72)	0.00
101-106-5-10-1309 UNEMPLOYMENT INSURANCE	773.00	97.03	831.67 (	58.67)	107.59
101-106-5-10-1316 PRINCIPAL FINANCIAL GR	62.00	5.20	62.40 (	0.40)	100.65
101-106-5-10-1317 UNITED HERITAGE LIFE	52.00	2.80	32.06	19.94	61.65
101-106-5-10-1320 VACATION ACCRUALS	1,480.00	0.00	0.00	1,480.00	0.00
101-106-5-10-1321 MANDATED MEDICARE	1,045.00	0.00	530.34	514.66	50.75
TOTAL PERSONNEL SERVICES	94,050.00	9,264.54	99,226.30 (	5,176.30)	105.50
<b>MATERIALS &amp; SERVICES</b>					
101-106-5-20-2110 OFFICE SUPPLIES	750.00	0.00	1,674.76 (	924.76)	223.30
101-106-5-20-2111 STATIONERY OFFICE	0.00	0.00	0.00	0.00	0.00
101-106-5-20-2282 OPERATING SUPPLIES-O&E	11,682.00	631.10	12,283.11 (	601.11)	105.15
101-106-5-20-2283 OPERATING SUPPLIES	0.00	0.00	0.00	0.00	0.00
101-106-5-20-2284 SB1100 CARRYOVER FUNDS	4,092.00	0.00	3,847.17	244.83	94.02
101-106-5-20-3240 TELEPHONE-BUSINESS EXP	4,800.00	483.26	3,859.12	940.88	80.40
101-106-5-20-3247 OFFICE RENT-E&E	1,680.00	0.00	875.00	805.00	52.08
101-106-5-20-3311 LODGING & MEALS-E&E	1,300.00	0.00	0.00	1,300.00	0.00
101-106-5-20-3314 REGISTRATION DUES-E&E	300.00	0.00	550.00 (	250.00)	183.33

MORROW COUNTY, OREGON  
 REVENUE & EXPENSE REPORT (UNAUDITED)  
 AS OF: JUNE 30TH, 2022

101-GENERAL FUND  
 VETERANS

	CURRENT BUDGET	CURRENT PERIOD	YEAR TO DATE ACTUAL	BUDGET BALANCE	% OF BUDGET
101-106-5-20-3323 MILEAGE-E&E	800.00	0.00	33.86	766.14	4.23
101-106-5-20-3710 REPAIR & MAINT. AUTO	500.00	0.00	245.48	254.52	49.10
TOTAL MATERIALS & SERVICES	25,904.00	1,114.36	23,368.50	2,535.50	90.21
<u>CAPITAL OUTLAY</u>					
101-106-5-40-4404 OFFICE EQUIPMENT	0.00	0.00	0.00	0.00	0.00
101-106-5-40-4413 NEW VEHICLES	0.00	0.00	0.00	0.00	0.00
TOTAL CAPITAL OUTLAY	0.00	0.00	0.00	0.00	0.00
<hr/>					
TOTAL EXPENDITURES	119,954.00	10,378.90	122,594.80 (	2,640.80)	102.20
REVENUE OVER/(UNDER) EXPENDITURES (	34,218.00) (	10,378.90) (	57,292.62)	23,074.62	167.43



## Water Coordination

August 15, TM edits

**The Region and Demographics**

The Lower Umatilla Basin is located in western Umatilla and Northern Morrow Counties. Of the approximately 85,000 residents, there resides one of the largest Latinx populations in Oregon. See attached map.

**Agricultural Economy and Water**

The Region’s unique combination of climate, soil type, access to water, and infrastructure makes it one of the most productive agricultural areas in the world. Water is a vital component of the formula in order to provide long-term sustainable economic growth and food security for Oregon and the United States.

Declining groundwater tables and increasing demand for groundwater by growing communities threaten resilience and sustainability of regional water supply for agricultural, industrial, residential and environmental needs.

**Groundwater Regulatory Areas**

**Water Supply**

This bi-county region has four designated Critical groundwater areas, designated by the State of Oregon Water Resources Department (OWRD) in the 1990’s. OWRD has responsibility and regulatory authority to protect senior water right holders.

The State is not directly involved in developing remedies to groundwater declines. Based on that, the Northeast Oregon Water Association (NOWA) was founded to develop projects to recharge the declining aquifers.

**Water Quality**

Portions of the Lower Umatilla Basin have been designated as Groundwater Management Area (LUBGWMA) due to high nitrate levels. The Oregon Department of Environmental Quality (DEQ) has regulatory authority for groundwater within this LUBGWMA since 1990.

While nitrate standards were adopted by the Environmental Protection Agency and ODEQ to protect public health, Oregon Health Authority involvement is only recent.

**Historical and Current Initiatives**

1. LUBGWMA (since 1990).
2. LUBGWMA Subcommittee – studying historical data (2021-present)
3. Public Health - Drinking Water Emergency
4. Regional Solutions activated
5. CDS appropriation – standardized testing and data collection; research solutions for clean, potable water.
6. Water at Depot – water rights, water development, Umatilla County recharge project.

**Water Coordinator Position**

Morrow and Umatilla Counties have discussed a shared Water Coordinator Position to identify, coordinate, and propose action to County Commissions on water quality, water quantity, and water-related public health matters in the Region. The position would be overseen by the County Planning and Public Health Department(s) and report to both County Commissions.



**OBJECTIVES**

1. Public Education – water quality.
2. Secure short-term and long-term potable water supplies.
3. Develop standardized testing and data to evaluate nitrate levels.
4. Identify research and data gaps.
5. Coordinate among counties, state and federal agencies, stakeholders and community.,
6. Facilitate the improvement of a scientific understanding of the hydrogeology of the basin to help address high nitrate groundwater concentrations. (EOU REV SRS option)
7. Help implement the LUBGWMA Committee Second Action Plan.
8. Develop public policies and programs to ameliorate or remove nitrate contamination in drinking water.
9. Further the development of a water reuse and aquifer recharge policy at the state level.
10. Advocate for the region and help plan for future water priorities.
11. Pursue place based planning collaborative similar to Harney and Union counties.
- 12.



# AGENDA ITEM COVER SHEET

Morrow County Board of Commissioners

(Page 2 of 2)

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

Attached - Morrow County Coordinated Human Services Public Transportation Plan Update. Kittelson and Associates has presentation slides to highlight the CTP update.

## **2. FISCAL IMPACT:**

N/A

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

N/A

Attach additional background documentation as needed.

# MORROW COUNTY COORDINATED HUMAN SERVICES TRANSPORTATION PLAN



August 2022



### ACKNOWLEDGEMENTS

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Morrow County appreciates the input, energy, and commitment of local and regional stakeholders who participated in this plan update. The following organizations and individuals made significant contributions toward this effort:

#### Morrow County Public Transit Advisory Committee (PTAC)

Aaron Palmquist – Chair, Irrigon/Low Income  
Debbie Radie – Vice Chair, Port of Morrow Employers/Employees  
Karen Pettigrew, Boardman/Low Income  
Sheryll Bates, Heppner/Seniors  
Debra Khaljani  
Katie Imes, County Staff/Transportation Coordinator  
Stephanie Case, County Staff/Local Planner  
George Nairns

#### Morrow County Public Transit Project Management Team

Katie Imes, Transportation Coordinator  
Stephanie Case, County Planner II  
Tamra Mabbott, County Planning Director

#### Morrow County The Loop Stakeholder Workshop Participants

Aaron Palmquist, City of Irrigon  
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**ACRONYMS**

- ACS - American Community Survey
CTP - Coordinated Human Services Public Transportation Plan/Coordinated Transportation Plan
CTUIR - Confederated Tribes of Umatilla Indian Reservation
DLCD - Department of Land Conservation and Development
FTA - Federal Transit Administration
IAMP - Interchange Area Master Plan
HRTG - Highly Rural Transportation Grant
ICU - Intensive Care Unit
LEP - Low English Proficiency
MCPT - Morrow County Public Transit
PMT - Project Management Team
PTAC - Public Transit Advisory Committee
ODOT - Oregon Department of Transportation
RVHT - Rural Veteran Healthcare Transportation Grant
STF - Special Transportation Fund
STIF - Statewide Transportation Improvement Fund
TSP - Transportation System Plan
WORC - Workforce On-Demand Ride Cooperative



# INTRODUCTION



### INTRODUCTION

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Morrow County is undertaking an update to its Coordinated Human Services Public Transportation Plan (the Coordinated Transportation Plan, or CTP) to address a combination of regulatory and community goals.

The Federal Transit Administration's (FTA's) Section 5310 program and Oregon's Special Transportation Fund (STF) both fund projects and services that enhance the mobility of seniors and persons with disabilities. To be eligible for funding, projects and services are required to be "included in a locally developed, coordinated public transit human services transportation plan." While §5310 funds are directed solely toward services open to the general public, STF funds can also be used for client-only services and programs enhancing the mobility of low-income individuals. As the recipient of Morrow County's STF funds, Morrow County Public Transit (MCPT) implements projects and services funded by §5310.

The STF is being merged into Oregon's Statewide Transportation Improvement Fund (STIF) effective July 2023. Administrative rulemaking related to this merger will not be finalized until late 2022. However, if ODOT's initial recommendations are implemented, client-only projects and services will need to be included in the CTP to be eligible to receive STIF funding. As the designated STIF Qualified Entity, Morrow County has the ability to distribute federal and state funds to itself and to eligible subrecipients to support the mobility of seniors and persons with disabilities. An update to Morrow County's CTP should capture existing STIF plan projects and inform future STIF planning.

The intent of the CTP is to be a "living" document identifying needs and investment priorities. Transit providers and partners in Morrow County will use the plan to allocate funding and develop and enhance transit services. Since the plan must be updated every five years, it has been written in a way that can incorporate ongoing updates and revisions.

### Coordinated Transportation Plan Requirements

ODOT provides the following requirements for Coordinated Transportation Plans:

- » (1) An assessment of available services that identifies current transportation providers (public, private, and non-profit);
- » (2) An assessment of transportation needs for individuals with disabilities, older adults, and people with low incomes. This assessment can be based on the experiences and perceptions of the planning partners or on more sophisticated data collection efforts, and gaps in service (Note: If a community does not intend to seek funding for a particular program (Section 5310, 5311), then the community is not required to include an assessment of the targeted population in its coordinated plan);
- » (3) Strategies, activities, and/or projects to address the identified gaps between current services and needs, as well as opportunities to achieve efficiencies in service delivery; and
- » (4) Priorities for implementation based on resources (from multiple program sources), time, and feasibility for implementing specific strategies and/or activities identified.





### Assessing Need and Identifying Proposed Service and Capital Improvements

Reflecting legislative priorities identified in the Keep Oregon Moving act, the CTP addresses the transportation needs of people residing and traveling within the region, especially those residents in low-income communities. Key project and program provisions of the CTP include the following STIF Criteria:

- » Increased frequency of bus service to areas with a high percentage of Low-Income Households.
- » Expansion of bus routes and bus services to serve areas with a high percentage of Low-Income Households.
- » Fund the implementation of programs to reduce fares for public transportation in communities with a high percentage of Low-Income Households.
- » Procurement of low or no emission buses.
- » The improvement in the frequency and reliability of service between communities inside and outside of the Qualified Entity's service area.
- » Coordination between Public Transportation Service Providers to reduce fragmentation in the provision of transportation services.
- » Implementation of programs to provide student transit service for students in grades 9-12.



# DEMOGRAPHICS



### DEMOGRAPHICS

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Understanding specific demographic distributions and needs is vital to evaluating the quality of a transit system. This section discusses the composition of Morrow County and its communities, and the considerations for needs for different transit dependent populations. It should be noted that census block groups in Morrow County are large, and dilute the density of populations. As such, maps provide the total population within each transit dependent population group in addition to density.

Transit riders are typically generalized into two categories:

- » **Choice riders** have adequate resources and abilities to own, operate, and maintain a vehicle but choose to use transit. Choice riders are more likely to use public transportation for commuting or when transit offers an advantage over driving (i.e., roads are congested, convenience, high parking fees, passenger amenities, etc.)
- » **Captive riders**, also referred to as transit dependent riders, use public transportation because they lack access or resources to own or operate a vehicle. These riders use public transportation for most of their trips, including to get to work, medical appointments, shops, and social activities.

Choice riders can be located anywhere in a community, with the strongest market areas typically being areas with high population or employment density. Market areas for captive riders, however, is more complex, as an understanding of population distributions and considerations for special concerns is needed. For example, older adults tend to travel during the daytime and require shorter walks to/from a bus stop. The following outlines seven demographic groups typically associated with higher use of transit:

- » **People Experiencing Poverty** – individuals who live within a set of income thresholds established by the US Census Bureau, which vary by family size and composition. Low-income households tend to rely on public transportation as it is less expensive than owning and operating a vehicle.
- » **People with Disabilities** – people with a disability often have difficulty operating a vehicle and require access to public transportation.
- » **Youth** – individuals under 18 years old have limited access or ability to drive a vehicle.
- » **Elderly Adults** – individuals aged 65 and older may become less comfortable driving as they age or are no longer physically able to drive.
- » **People of a Racial Minority** – often live in neighborhoods that have suffered systemic disinvestment and other barriers to transportation.
- » **Zero Vehicle Households** – persons residing in households without access to a vehicle typically rely on walking, biking, public transportation, or carpooling to meet their mobility needs.
- » **Low English Proficiency Households** – low English proficiency (LEP) can be a barrier for interacting with the transportation system, particularly in terms of owning and operating a vehicle. Typically, households with low English proficiency rely on other modes to meet their mobility needs.



- » **Veterans** - have devoted years of their lives into their respective field of expertise, with many impacted by limited mobility and high medical needs.

Title VI of the Civil Rights Act of 1964 prohibits discrimination in the provision of federally supported benefits and services, including public transportation service. In addition to Title VI populations, this analysis presents information about the study area population's transit reliant populations, including poverty status, age, racial/ethnic composition, and English proficiency, and proportion of people with disabilities.

**Table 1** breaks down these metrics for Morrow County and its communities. This analysis provides information regarding populations who are typically more reliant on transit or have been historically underrepresented in planning processes. Values higher than the state average are in **bold**. As shown, cities throughout Morrow County have high percentages of people below the poverty line, people with a disability, youth, older adults, zero vehicle households, households with low English proficiency, and veterans.

**Table 1. Title VI and Underrepresented Populations**

	2020 Census Population	Total Population (ACS)	Total Households (ACS)	Below 100% Poverty	Below 200% Poverty	People with Disability	Youth (Under 18)	Older Adults (65 and older)	Racial/Ethnic Minority	Zero Vehicle Households	Households with LEP	Veteran
<b>Oregon</b>	4,246,155	4,096,744	1,642,579	12.4%	29.3%	14.3%	20.7%	17.7%	25.0%	7.2%	2.4%	8.3%
<b>Morrow County</b>	12,303	11,384	4,093	<b>15.1%</b>	<b>42.5%</b>	<b>17.3%</b>	<b>27.5%</b>	<b>22.4%</b>	<b>41.3%</b>	2.0%	<b>6.7%</b>	<b>10.6%</b>
<b>Boardman</b>	NA	3,527	1,086	<b>20.6%</b>	<b>51.3%</b>	11.1%	<b>33.7%</b>	12.5%	<b>74.7%</b>	2.5%	<b>20.3%</b>	4.2%
<b>Heppner</b>	NA	1,264	556	10.9%	<b>39.9%</b>	<b>27.9%</b>	<b>25.9%</b>	<b>29.5%</b>	12.3%	2.0%	0.0%	<b>12.1%</b>
<b>Ione</b>	NA	410	178	<b>16.6%</b>	29.3%	<b>32.7%</b>	19.5%	<b>32.9%</b>	24.6%	0.0%	<b>10.1%</b>	<b>12.1%</b>
<b>Irrigon</b>	NA	1,896	668	<b>16.2%</b>	<b>44.6%</b>	<b>16.4%</b>	<b>25.9%</b>	16.6%	<b>51.3%</b>	0.7%	<b>4.5%</b>	<b>11.2%</b>
<b>Lexington</b>	NA	160	85	8.8%	<b>51.3%</b>	<b>44.4%</b>	<b>21.9%</b>	<b>40.0%</b>	12.5%	<b>15.3%</b>	0.0%	<b>20.0%</b>

Source: 2020 Census and American Community Survey 2016-2020 5-Year Estimates; Tables S1602, S1701, S1810, B25044. NA = Not Available.

### People Experiencing Poverty

Low-income populations are individuals that live within a set of income thresholds established by the US Census Bureau, which vary by family size and composition. Historically, people experiencing poverty may rely on active and public transportation more than the general population; therefore, recognition of this group's concentration centers is needed to determine transportation needs. Figure 1 and Figure 2 illustrate areas with high percentages of people living below the poverty level. Densities of individuals residing below 100% poverty exist in the following areas:



- » Northern part of Irrigon and the surrounding areas
- » Most parts of Boardman with a higher concentration south of I-84 and north of Wilson Lane

Densities of individuals residing below 200% poverty exist in the following areas:

- » Throughout Irrigon
- » Parts of Boardman south of I-84 and north of Wilson Lane

### People with Disabilities

People with a disability often have difficulty operating a vehicle and require access to public transportation. Figure 3 illustrates areas with high percentages of households with disabilities. Densities of people with disabilities exist in the following areas:

- » All of Irrigon, but mostly concentrated in the northern part and surrounding areas
- » Most parts of Boardman, with a higher concentration south of I-84
- » Western half of Lone
- » Western portion of Heppner

### Youth & Seniors

Analyzing an area's age composition helps decision-makers understand the potential need for increased transit options. As people age, they typically begin to drive less and require alternative modes of transportation for medical appointments, shopping, and visiting family and friends. Children are unable to operate a vehicle and must rely on family, friends, walking, biking, or public transportation to travel. Figure 4 and Figure 5 illustrate areas with concentrations of youth and older adults, respectively. As illustrated in both the figures, densities of youth and older adults existing in the following areas:

- » All of Irrigon, but mostly concentrated in the northern part and surrounding areas
- » Most parts of Boardman, with a higher concentration south of I-84 and north of Wilson Lane

### People of a Racial Minority

People of a racial minority, defined by the US Census Bureau as non-white and/or Hispanic populations, typically live in neighborhoods that have suffered systemic disinvestment and other barriers to transportation. Understanding where people of color live is a step towards equitably implementing transit service that serves their needs. Figure 6 illustrates areas with high percentages of people of a racial minority. Densities of racial minorities existing in the following areas:

- » All of Irrigon, but mostly concentrated in the northern part and surrounding areas
- » All of Boardman, with a higher concentration south of I-84 and north of Wilson Lane
- » Most of Lone
- » Western portion of Heppner

The federal poverty level is defined by household size. The 2022 federal poverty level for a family of 4 is \$27,750 of income. 200% of federal poverty level for a family of 4 would be \$55,500. The state of Oregon uses 200% poverty level for Statewide Transportation Improvement Fund criteria.



### Zero Vehicle Households

Vehicle availability may limit a person's ability to commute to work or get to an activity center. Depending on the number of people living in each household, a certain number of vehicles may not be able to provide everyone with a means of transportation. Figure 7 illustrates areas with concentrations of households with no vehicles available. Densities of zero car households existing in the following areas:

- » Northern part of Irrigon and the surrounding areas
- » Most parts of Boardman with a higher concentration north of I-84
- » Eastern part of Lone
- » Southeastern portion of Heppner

### Low English Proficiency Households

Low English proficiency can be a barrier for interacting with the transportation system, particularly in terms of owning and operating a vehicle. Typically, households with low English proficiency rely on other modes to meet their mobility needs. Figure 8 illustrates areas with high percentages of households with low English proficiency. Densities of households with low English proficiency exist in the following areas:

- » Northern part Irrigon and the surrounding areas
- » All of Boardman, with a higher concentration south of I-84 and north of Wilson Lane
- » Most of Lone
- » Portion of the northern Heppner

### Veterans

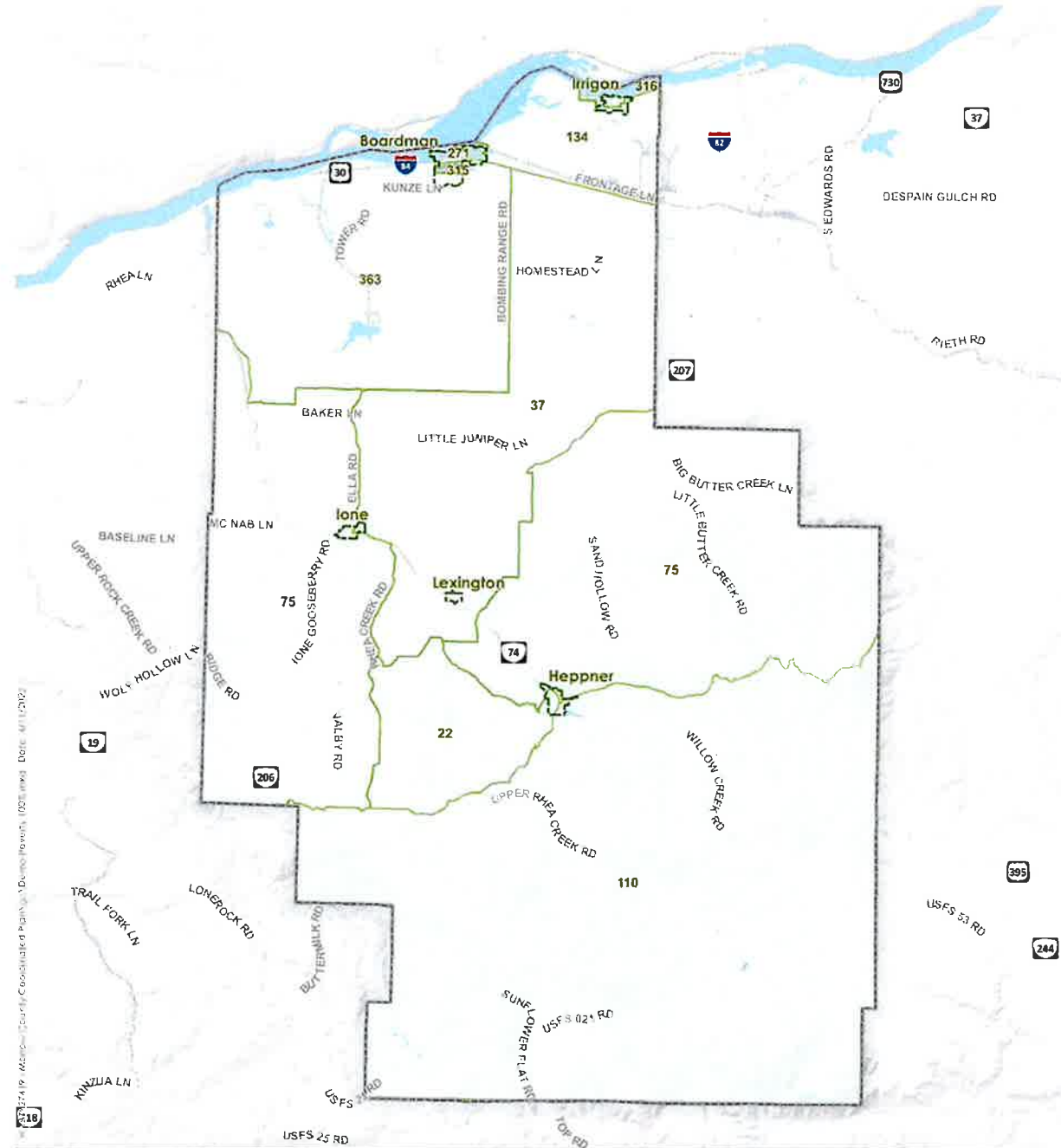
Veterans typically have an increased need for transit options given mobility impairments and higher medical travel needs. Figure 9 illustrates areas with high percentages of veterans. Densities of households with veterans exist in the following areas:

- » All of Irrigon, but mostly concentrated in the northern part and surrounding areas
- » All of Boardman, with a higher concentration south of I-84 and north of Wilson Lane
- » Western portion of Heppner



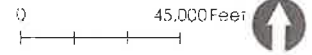
# Morrow County Coordinated Transportation Plan

Figure 1. People Below 100% Poverty



### People below 100% Poverty per Acre by Block Group

- 0.00
- 0.01 - 0.25
- 0.25 - 0.50
- UGB
- County Boundary

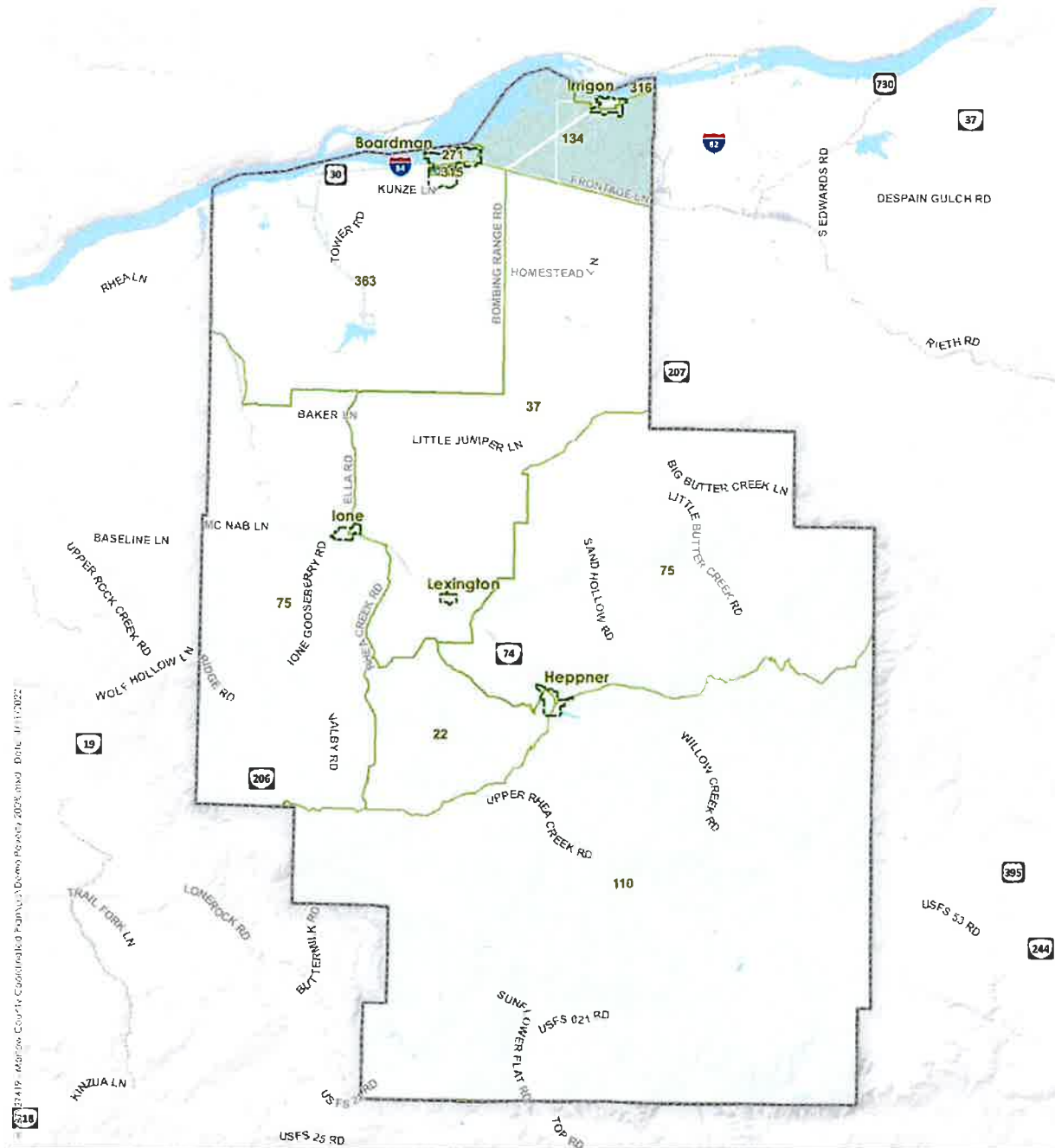


Source: American Community Survey 5yr 2020 Table C21007



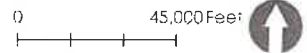
# Morrow County Coordinated Transportation Plan

Figure 2. People Below 200% Poverty



People below 200% Poverty per Acre by Block Group

- 0.00
- 0.01 - 0.25
- 1 - 1.5
- UGB
- County Boundary



Source: American Community Survey 5yr 2020 Table C21007





Figure 3. People with Disabilities



People with Disabilities per Acre by Block Group

- 0.00
- 0.01 - 0.00
- 0.01
- 0.02 - 0.08
- 0.09 - 0.20

- UGB
- County Boundary



Source: American Community Survey 5yr 2020 Table C21007



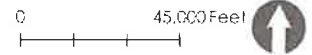
# Morrow County Coordinated Transportation Plan

Figure 4. Youth Population



**People Under Age 18  
per Acre by Block Group**

- 0.00
- 0.01 - 0.02
- 0.03 - 0.07
- 0.08 - 0.14
- 0.15 - 1.00
- UGB
- County Boundary

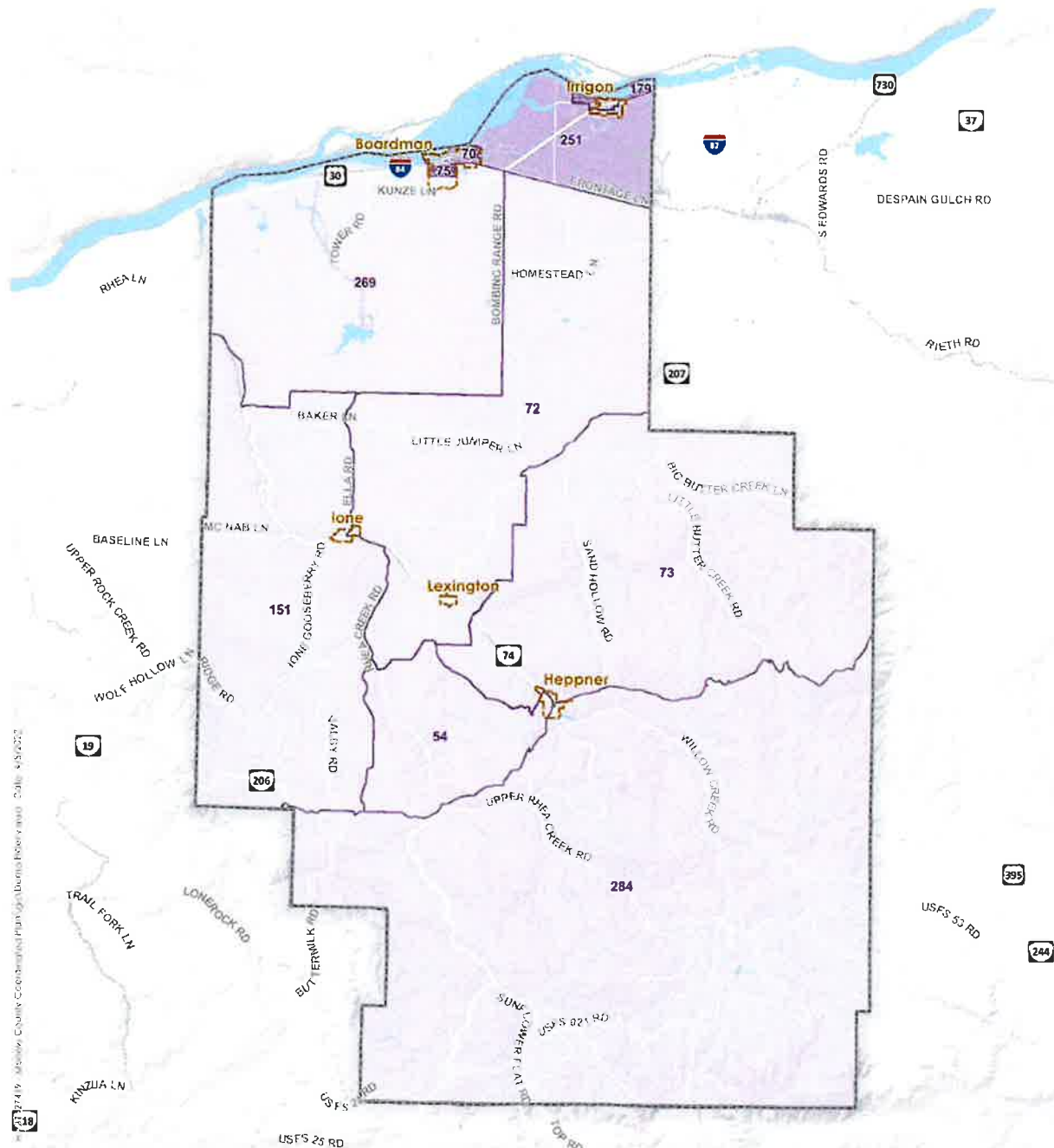


Source: American Community Survey 5yr 2020 Table B01001



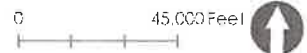
# Morrow County Coordinated Transportation Plan

### Figure 5. Senior (Age 65 and Over) Population



People Age 65 and Over per Acre by Block Group

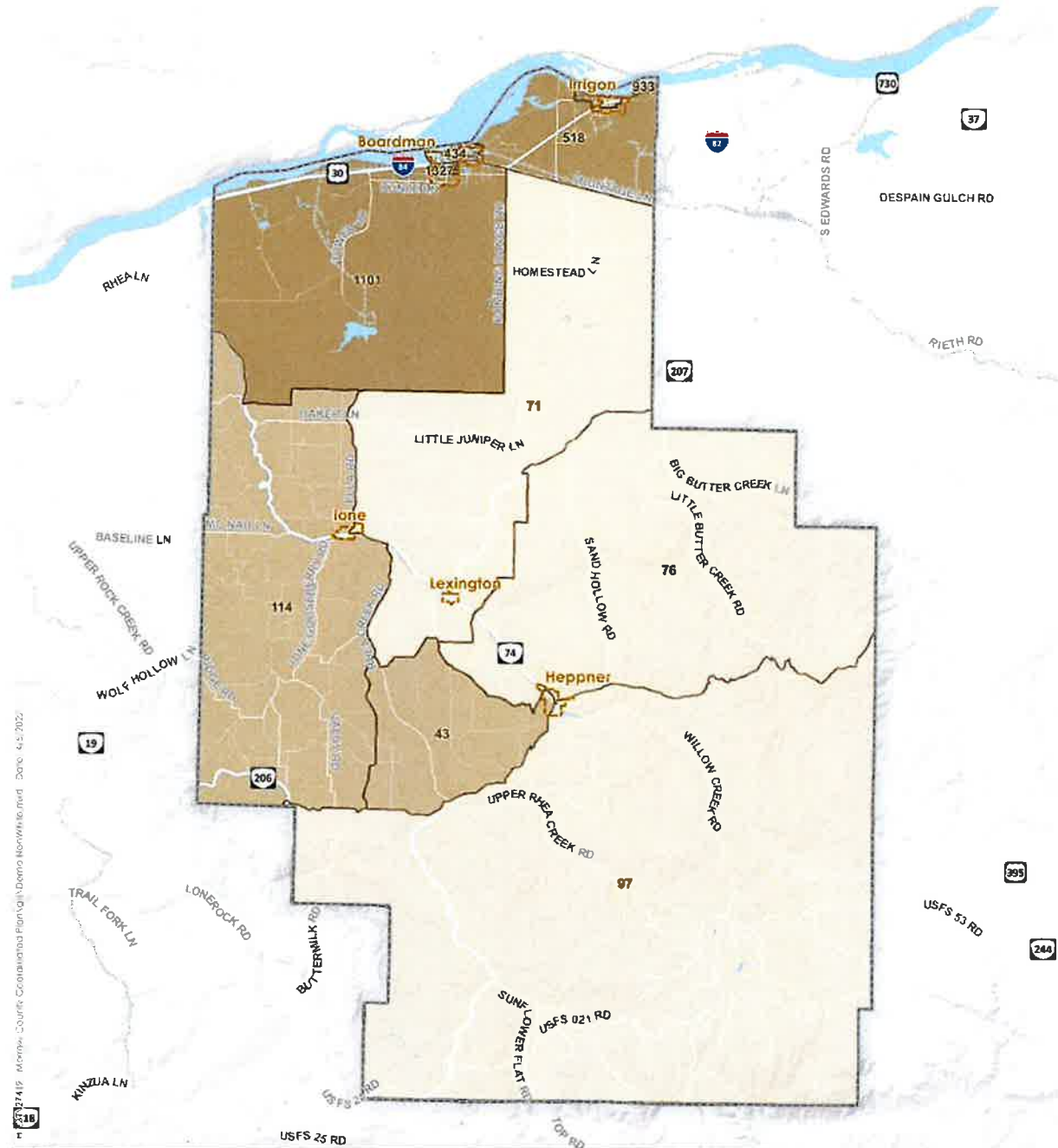
- 0.00
- 0.01
- 0.02 - 0.03
- 0.04 - 0.06
- 0.07 - 0.10
- UGB
- County Boundary



Source: American Community Survey 5yr 2020 Table B01001



Figure 6. People of a Racial Minority



**Non-White Population per Acre by Block Group**

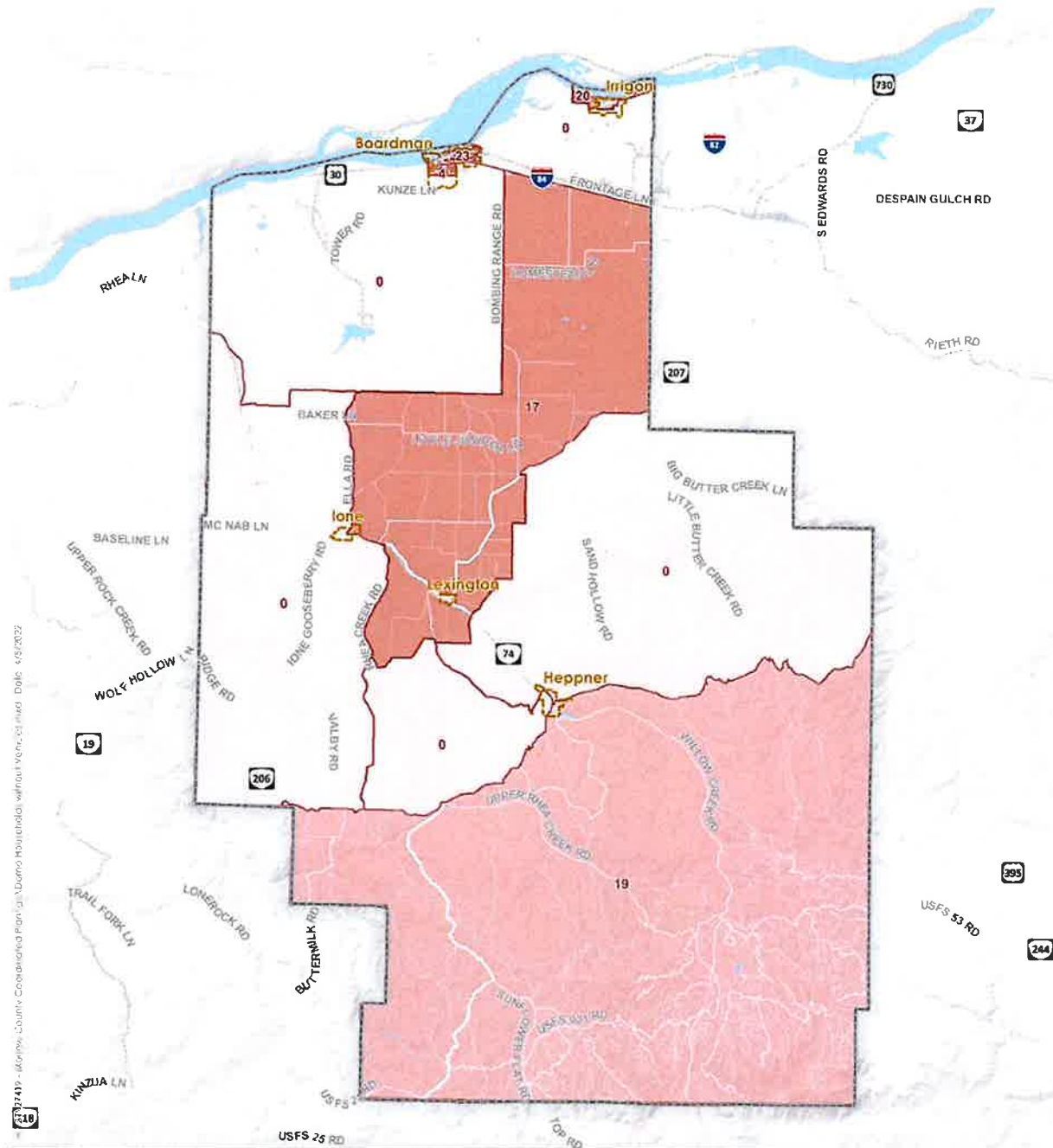
- 0.00
- 0.01 - 0.00
- 0.01
- 0.02 - 0.30
- 0.31 - 1.79
- UGB
- County Boundary



Source: Census 2020 Table P1



Figure 7. Zero Vehicle Households



**Households without Vehicles per Acre by Block Group**

- 0.00
- 0.01 - 0.00
- 0.01 - 0.00
- 0.01
- 0.02 - 0.01

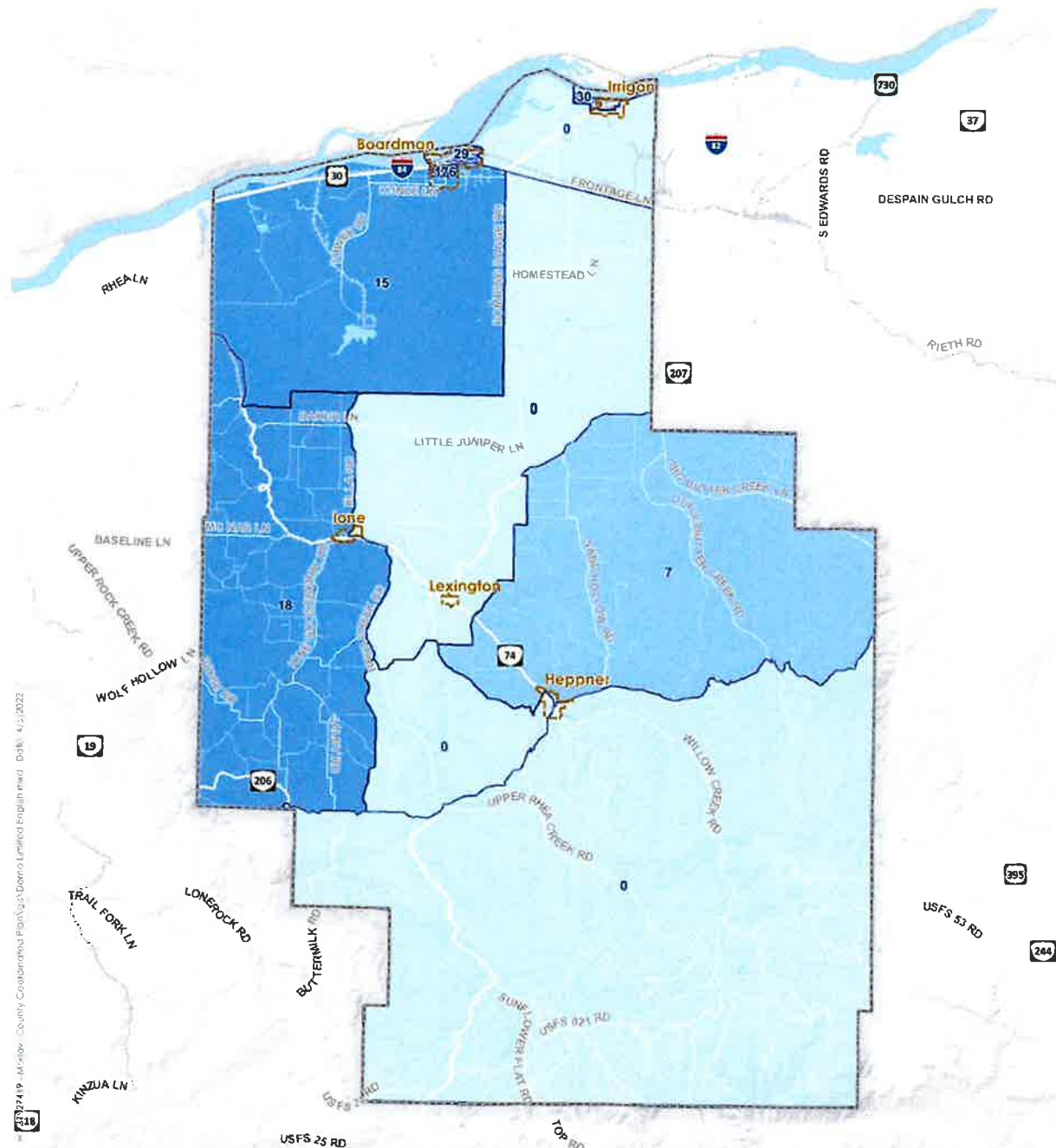
- UGB
- County Boundary



Source: American Community Survey 5yr 2020 Table B25044



Figure 8. Low English Proficiency (LEP) Households



**Households with Limited English Spoken per Acre by Block Group**

- 0.00
- 0.01 - 0.00
- 0.01 - 0.00
- 0.01
- 0.02 - 0.24
- UGB
- County Boundary

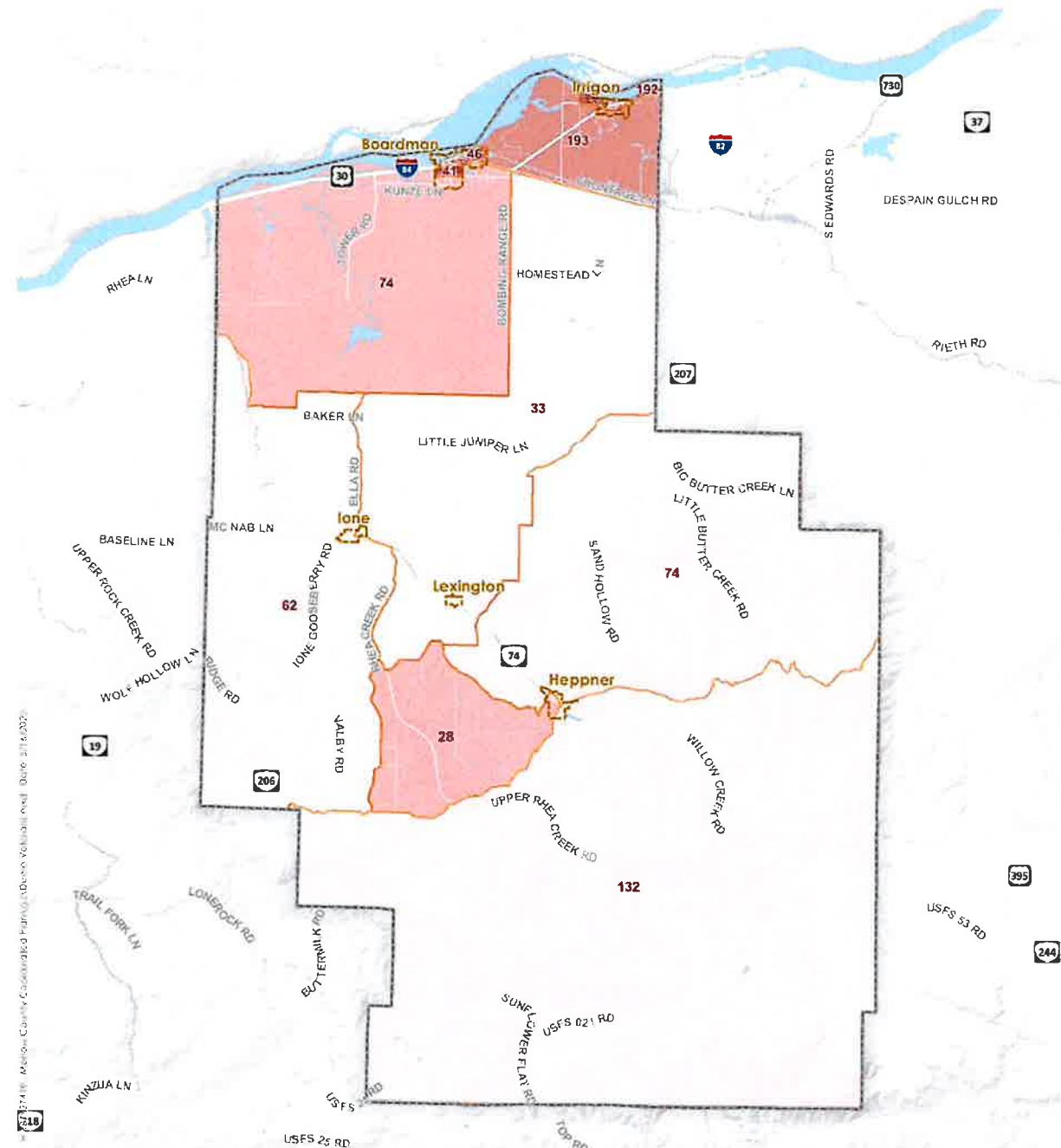


Source: American Community Survey 5yr 2020 Table C16002



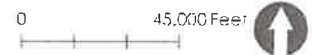
# Morrow County Coordinated Transportation Plan

Figure 9. Veterans



**Veterans per Acre by Block Group**

- 0.00
- 0.01 - 0.00
- 0.01 - 0.00
- 0.01 - 0.02
- 0.03 - 0.06
- UGB
- County Boundary



Source: American Community Survey 5yr 2020 Table C21001



## **EXISTING SERVICES AND RESOURCES**





### EXISTING SERVICES AND RESOURCES

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Taking inventory of the existing transportation services and resources within the county helps identify any unmet transit needs and gaps in transportation service. Available services include one fixed-route (buses running on a set schedule with set pick-up and drop-off points) operated by Kayak Public Transit serving Irrigon. The second main public transportation operator is Morrow County, which operates a dial-a-ride service (called The Loop) in which passengers can get picked up at their home and taken to their destination. Other privately provided transportation services in the region are also described.

#### Public Transportation Service within Morrow County

Transportation services provided in Morrow County by public entities are summarized below.

##### THE LOOP

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

##### KAYAK PUBLIC TRANSIT

Kayak Public Transit provides public transportation serving southeastern Washington and northeastern Oregon via fixed-route, ADA Paratransit<sup>6</sup>, and a voucher-based taxi system. The service is operated by the Confederated Tribes of the Umatilla Indian Reservation (CTUIR), which is headquartered in Mission in Umatilla County. The goal of service lies in connecting towns and transporting people to employment and school. Kayak Public Transit's Hermiston Hopper route services Irrigon Monday-Saturday, providing two stop times daily. Morrow County funds the service to Irrigon.

##### TRANSIT FACILITIES

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

#### Neighboring Public Transportation Services

Neighboring transportation services are provided by local city, county, and private providers.

##### GREYHOUND

Regional transportation services available near Morrow County are provided by Greyhound. Greyhound operates private transit bus lines throughout the United States. Greyhound has a daily route that travels through Morrow County but does not have a scheduled stop within the County. The nearest scheduled Greyhound stop is in Stanfield, 25 miles east of Boardman on I-84,



in Umatilla County at the Pilot Travel Center. The stop is served by a Greyhound route connecting Portland and Denver via Boise and Salt Lake City. The stop is also the end point of a connecting route to Pasco, Yakima, and Seattle. Morrow County residents feel strongly that Greyhound should schedule stops in the northern portion of Morrow County.

### GRANT COUNTY

Grant County People Mover also provides service near Morrow County, with a Prairie City to Walla Walla route providing stops in John Day, Mt. Vernon, Long Creek, Dale, Ukiah, Pilot Rock, Pendleton, and Milton-Freewater on Tuesdays.

### CITY OF HERMISTON

The City of Hermiston provides workforce and senior transportation services seven days a week, typically between 6 AM and 6 PM. The workforce program (WORC) serves approximately 30 riders per month and senior transportation serves 100 riders per month.

### GILLIAM COUNTY

Gilliam County provides dial-a-ride services Monday through Thursday, 8 a.m. to 5 p.m., and Fridays, 8 a.m. to 4 p.m., providing roughly 75 to 100 trips per month. Riders are typically accessing services such as grocery stores, medical, social services, elder/senior services, banking, and community events.

### WHEELER COUNTY

Wheeler County provides dial-a-ride services, primarily for seniors and people with disabilities but open to the general public when space allows. The service is operated by both volunteer and paid drivers. Trips are typically for non-emergency medical, and passengers access facilities as far as The Dalles and Portland.

## Client-Based Transportation Service

Several transportation services in Morrow County are privately provided to specific clients.

### CAREVAN (GOOD SHEPHERD HEALTH CARE SYSTEM)

In addition to The Loop's demand-response service for all populations, CareVan Medical Transportation provides services for residents living in Boardman and Irrigon that have appointments at Good Shepherd Medical facilities in Hermiston. Service operates from 7:30 a.m. to 5:30 p.m. on weekdays. Rides are dispatched by a volunteer at Good Shepherd and are only available for clients of Good Shepherd. Transportation is currently provided for approximately 400 to 700 clients per month.

### COLUMBIA RIVER COMMUNITY HEALTH SERVICES

Columbia River Community Health Services is a clinic located in Boardman providing medical services to the greater Boardman area population, migrant/seasonal farm workers, refugees, and low-income populations. Clients without access to other transportation are provided nonemergent rides to/from appointments. Rides must be scheduled with the clinic on a case-by-case basis. Transportation is currently provided for approximately 50 clients per month.



### CAPECO

CAPECO is a non-profit who provides service to a mix of clients including Medicaid recipients, older adults, and the general public. The agency provides Dial-a-Ride transportation in Umatilla County and community services in Morrow County. CAPECO services include eight drivers, four of whom are paid.

### TRANSPORTATION SOLUTIONS

Transportation Solutions provides non-emergency medical transport in Walla Walla, The Dalles, La Grande, Pendleton, Hermiston, Baker City, Clarkston/Lewiston, Boise, and the Coeur d'Alene areas for Medicaid patients. They typically serve into Irrigon about once per day and occasionally other communities in Morrow County. Vehicles include ambulatory and wheelchair-accessible vans.

### EMPLOYMENT TRANSPORTATION

Workforce transportation is provided by some employers, such as Independent Transport, Atkinson Staffing, MJ's Labor, and others.

## Other Transportation Service

### TAXIS

Limited taxi service exists in the northern region of Morrow County provided by taxi companies based in Umatilla County (e.g., Umatilla Cab Company, Elite Taxi). There is no consistent taxi service in eastern or southern Morrow County.

### UMATILLA-MORROW COUNTY HEADSTART

Umatilla-Morrow County Headstart provides bus services for children enrolled at the Boardman Center and Irrigon Headstart. The Oregon Child Development Coalition provides bus services for children enrolled in the Migrant Education Program.

### MID COLUMBIA BUS COMPANY

Mid Columbia Bus Company provides school transportation services, though buses can be contracted as charter bus transportation if fleet and drivers are available. Should Mid Columbia Bus Company not provide charter services, public entities in the region can contract to serve these trips.

## Rail Facilities

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



### RAIL FREIGHT FACILITIES

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

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

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

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

### PASSENGER RAIL FACILITIES

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

### Airport Facilities

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

### LEXINGTON-MORROW COUNTY AIRPORT

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

Lexington is located one-half mile north of the Town of Lexington city center, just west of Highway 207. The airport access road is located approximately one-half mile north of the



intersection of Highway 207 and Highway 74. The paved airport access road travels approximately ¼ mile from Highway 207 to the vehicle parking area.

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

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

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

### **PORT OF MORROW AIRPORT FACILITY**

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

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

Future Port of Morrow improvements to the Airport Industrial Park focus on improved access for ground transportation services. Also to be considered are the actions approving a major motor speedway and related uses at the Boardman Airport.

### **LIFE FLIGHT SERVICES**

Air Ambulance World provides life flight services to Pioneer Memorial Hospital in Heppner. These services provide Intensive Care Unit (ICU)-equipped aircraft to transport patients between medical facilities.



# SUMMARY OF RELEVANT PLANS



### SUMMARY OF RELEVANT PLANS

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The Morrow County Coordinated Human Services Transportation Plan (Morrow County CTP) Update will identify public transportation needs for people with disabilities, seniors, individuals with lower incomes, individuals with limited English proficiency, and others who depend on public transportation services. The Morrow County CTP will seek to minimize duplication of services, identify gaps in services, identify unmet needs, and prioritize strategies for better public transportation services. This section lists the relevant plans conducted since the 2016 Morrow County CTP and identifies elements critical to this Morrow County CTP update. Reviewed documents include:

- » Morrow County Coordinated Human Services Public Transportation Plan (2016)
- » Port of Morrow Interchange Area Master Plan (IAMP, 2012 with ongoing update)
- » City of Heppner Transportation System Plan (2018)
- » Morrow County/Umatilla County Transit Development Strategies (2018)
- » Hermiston – Boardman Connector / Boardman – Port of Morrow Circular Report (2021)

In addition to these plans, the project team notes that the following documents were completed prior to and incorporated in the 2016 Morrow County CTP:

- » Morrow County Heritage Trail Concept Plan (2000)
- » Boardman Main Street IAMP (2009)
- » City of Lone Transportation System Plan (1999)
- » City of Lexington Transportation System Plan (2003)
- » Irrigon Downtown Development Plan and Highway 730 Streetscape Plan (2009)
- » Irrigon to Umatilla Highway 730 Corridor Plan (2008)

### **Morrow County Coordinated Human Services Public Transportation Plan (2016)**

The 2016 Coordinated Human Services Public Transportation Plan developed and documented transportation needs, opportunities, and challenges for Morrow County for key target populations, including older adults, people with disabilities, and people with low incomes. In addition to intra-city, commuters, the plan aims for better coordination with health and human services providers. This document will be further evaluated in *Task 3: Evaluation of Former Plan Recommendations* for relevancy and updates. Table 2 summarizes the documented transit-related needs and opportunities from the 2016 Morrow County CTP.



## Morrow County Coordinated Transportation Plan

**Table 2: 2016 Morrow County CTP Needs/Opportunities**

Need	Opportunity	Keep and Update?
<b>Information and Marketing</b>		
Market The Loop to the general public	Focus marketing so that all individuals know they can use The Loop, and it is not only for "special transportation."	Yes
Bilingual information and marketing	Morrow County's large Spanish-speaking population may not be aware of transit service availability.	Yes
<b>Geographic</b>		
Service to medical facilities	Central/southern Morrow County residents need access to Pioneer Memorial Hospital in Heppner while those in northern Morrow County generally need to get to Tri-Cities or Umatilla County hospitals.	Yes
Connections to Port of Morrow	Dense employment clusters at Port of Morrow could support transit, carpools, or vanpools.	Yes
Inter-county service	Morrow County residents must often travel to Tri-Cities, Umatilla County, or farther destinations for services.	Yes
Kayak service to Boardman	Kayak currently links Pendleton through Hermiston to Irrigon. The agency has thought about extending service to Boardman. The county and Boardman can work with Kayak to assess service viability and support expansion, if warranted.	Modify – Implement service to Boardman
Long-distance trips	Current volunteer and veteran's programs transport passengers 100 miles or more to services on a regular basis, including destinations such as Portland or Walla Walla.	Yes
Regional transportation network	Many providers serve the greater region, but service lacks coordination. A system with a mix of regional intercity routes supported with demand-response services and vanpools/carpools would provide all-day mobility options serving multiple markets.	Yes
<b>Temporal</b>		
Late night/very early morning service	Employees working 2nd and 3rd shifts (late night and early morning) do not have transit options available.	Yes
<b>Organization</b>		
Employer coordination	So far one employer has shown interest in providing transportation options to employees at the Port of Morrow. The Loop can reach out to this employer and others to educate employers about existing service and find out transportation needs.	Yes
Funding silos dictate service eligibility requirements	Special Transportation Funds, Highly Rural Transportation Grants, Title III B, and Medicaid are some of the funding sources being used to provide transportation in Morrow County and its neighbors. Comingling clients funded by separate sources on one vehicle is often either disallowed outright or is not encouraged, resulting in low passenger productivity per vehicle or hour.	Yes





Need	Opportunity	Keep and Update?
<b>Technology</b>		
Scheduling software	The county plans to purchase scheduling software, which will enable The Loop to potentially increase service productivity and also coordinate with other providers.	Modify – Monitor purchased software
<b>Operations</b>		
Lack of volunteers	The Loop relies upon volunteers, which are often in short supply.	No
Lack of regular service	Residents do not have access to regularly scheduled service offerings that do not require a reservation, making transit inconvenient.	Yes
Door-through-door assistance	Some passengers are not able to board vehicles at the curb without assistance, meaning the volunteer must be able to provide assistance.	Yes
<b>Underserved Markets</b>		
Medicaid recipients	There is no public transportation Medicaid authorized provider in the county.	Yes
Hispanic community	Hispanic populations in Morrow County (Boardman, Irrigon) do not have access to or know of how to use available public transit	Yes
Veterans	The VA clinic in Boardman can provide some services and has capacity to serve more people, but funding is limited and its continued operation is in question. Continued outreach needed to alert veterans about Veteran's Choice program providers in Morrow County.	Yes

## Port of Morrow Interchange Area Master Plan (IAMP, 2012 with ongoing update)

The Port of Morrow IAMP was prepared for the I-84/Laurel Lane interchange to preserve the capacity of the interchange while providing safe and efficient operations between connecting roadways. The IAMP establishes near-term and long-term recommendations for the interchange and surrounding roadway network. The ongoing update currently proposes refined interchange area designs with walking and biking facilities, but does not include mention of transit needs.

## Morrow County/Umatilla County Transit Development Strategies (2018)

The 2018 *Morrow County/Umatilla County Transit Development Strategy* evaluates needs and identifies strategies and solutions that address these needs. The transit-related needs identified in this plan are summarized below.

### TRANSIT SERVICE

- » Add transit service not just to major population centers, but to the various rural employment clusters that exist throughout Morrow and Umatilla County. Major employment clusters that should be a focus of this study include:
  - Port of Morrow



## Morrow County Coordinated Transportation Plan

- I-84/I-82/Westland Road interchange area
  - US 395 (south of Hermiston) industrial area
  - McNary/Port of Umatilla area
- » Increase the geographic scope of fixed route transit service. Areas for consideration include:
- City of Boardman/Port of Morrow
  - City of Arlington
  - City of Heppner/City of Lexington
  - Tri-Cities in Washington State
  - OR 11 corridor between Pendleton and Milton-Freewater/Walla Walla, WA.
- » Consider the special needs of providing transit service to industrial areas and rural employment clusters.
- Take into account employee shift patterns when considering transit service to industrial areas and employment clusters.
  - Broad service spans that accommodate the variety of work shifts that exist at many large-scale employment centers.
- » Some employment clusters such as the Port of Morrow and Port of Umatilla/McNary area have a large geographic footprint. Transit service to these areas may necessitate smaller shuttle service to more efficiently serve the various businesses that are located too far from transit stops or lack adequate pedestrian facilities.

### INFRASTRUCTURE NEEDS

- » Construct and integrate Park-and-Ride facilities along the I-84 corridor. Planning for Park-and-Ride facilities has already been included in the recent City of Pendleton Transportation System Plan and Mission Area Community Plan.
- » Construct new pedestrian improvements to accommodate transit service in employment clusters.

### COORDINATION AND ORGANIZATIONAL NEEDS

- » Coordinate services that cross jurisdictional and transit provider service area boundaries.
- » Coordinate services among social service agencies, senior centers, medical facilities, employers, and other organizations to share information about local transportation options, training opportunities, and other information.
- » Apply technological solutions to facilitate coordination efforts.

### CAPITAL AND FUNDING NEEDS

- » Sustainable funding to maintain and provide for service additions and route enhancements.
- » Fare subsidies for several population groups (fixed incomes, those with medical plans that don't cover transportation, for medical trips, for accompanying caregivers).



### City of Heppner Transportation System Plan (2018)

The City of Heppner TSP highlighted issues and opportunities related to transit, including those related to information and marketing, technology, operations, and the market for transit service. With regards to physical improvements, the City of Heppner TSP highlights the need for a larger long-term facility for fleet storage, maintenance and operations, vehicle upgrades, shuttles/vanpools, fixed-route feasibility in Heppner, and continued demand-response service. Table 3 summarizes the identified transit-related issues and opportunities in the City of Heppner TSP.



## Morrow County Coordinated Transportation Plan

**Table 3: City of Heppner TSP Transit Plan - Issues and Opportunities**

Topic Area	Issue	Opportunity
Information and Marketing	General public may not be aware of The Loop Service	Continue marketing service to all Morrow County residents
	Potential to appeal to younger generation who is interest in transit	Increase marketing and social media presence
Technology	Dispatching and schedule done manually	Staff currently receiving training on new scheduling software. Pursue a contract with software provider to automatically handle scheduling and dispatch.
	Limited vehicle amenities; long trip distances	Study the possibility of offering wi-fi on vehicles to increase appeal to broader range of riders.
Operations	Fleet has outgrown existing Heppner bus barn	Explore options for building or renting larger long-term facility in Heppner, Lexington, or the surrounding area.
	Not all The Loop vehicles are equipped with wheelchair lifts or ramps.	Upgrade vehicles when funding becomes available.
	Long-term staffing for The Loop uncertain	Form a succession plan to account for current staff retirement, and hire new staff with specific transit planning experience.
	Lack of volunteers/unmet demand – 17 denials in the month of September	Identify additional volunteer drivers to expand the volunteer pool beyond the existing nine. Explore ways to incentivize additional volunteers, such as by increasing the daily reimbursement rate.
	Limited funding for system expansion	Oregon HB 2017 will allocate additional funding for Morrow County transportation – possibly \$100,000 - \$200,000 annually beginning in FY 2020.
Market for Transit Service	Difficult to serve agricultural sector workers and Port of Morrow; destinations not on main roads and demand for employees ebbs and flows.	Shuttles or vanpools may best serve employment market
	Trip distances on The Loop are very long. People must travel far from Heppner to major destinations, which is difficult to address with regular transit service.	Consider connecting people via Morrow County transit to locations served by other providers, like Kayak. Transit to Hermiston, for example, would allow a person to travel via Kayak to Pendleton, Tri-Cities, or La Grande, for example.
	Desire to expand public transportation both within Heppner as well as connecting to regional destinations.	Study feasibility of establishing fixed route service in the near future. Look to Grant County People Mover as a potential example.
	Although Heppner is compact, topography and consideration of those with limited mobility may indicate demand for intra-Heppner transit	Continue providing demand-response service within Heppner



### Hermiston – Boardman Connector / Boardman – Port of Morrow Circular Report (2021)

The Hermiston – Boardman Connector / Boardman – Port of Morrow Circular Report identified the preferred operations of two new services:

- » The Hermiston- Boardman Connector, a clockwise and counterclockwise fixed-route loop between Hermiston, Umatilla, Irrigon, and Boardman utilizing the I-84, Westland Road, US 395, and US 730 corridors. Service would be provided by Kayak Public Transit.
- » Boardman – Port of Morrow Circular, a deviated fixed-route service covering the Port of Morrow with a flexible deviation zone and the City of Boardman along Columbia Avenue, Main Street, Wilson Lane, Boardman Avenue, and other local roadways. Morrow County's the Loop would operate the Circular.

In addition to the services, key outcomes for Morrow County include bus stop improvements in the County, bicycle and pedestrian connections to those stops, and the need for a Morrow County transit center, storage and maintenance, and/or park-and-ride facilities, likely in Boardman and/or Irrigon.

Near-term implementation needs (verbatim from the Final Report) include:

- » **Pursue** funding through the identified funding sources or others that arise to support operating and capital costs.
- » **Coordinate** with local jurisdictions, businesses, and property owners to establish stops and seek bus stop and access improvements.
- » **Develop** marketing and advertising materials in conjunction with partners.
- » **Improve** local coordination, potentially through dedicated staff at transit agencies and/or designated liaisons at the local agencies.
- » **Plan** for property acquisitions and/or capital improvement of existing properties for regional facilities such as transit centers, park-and-rides, and vehicle maintenance and storage facilities as described in this Report.
- » **Refine** the transit schedules through ground-truthing prior to implementation.
- » **Monitor** system performance and demand over time and consider adjustments to service.

### Morrow County Transportation System Plan

The Morrow County Transportation System Plan (TSP) was recently updated to incorporate recent transit planning efforts. The TSP reiterates many of the needs discussed above, and also describes the desire for improved long-distance rail and bus transportation in the County. The TSP identifies other roadway, biking, and walking facility improvements that can support and promote transit use.



# STAKEHOLDER INVOLVEMENT



### STAKEHOLDER INVOLVEMENT

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Stakeholder involvement is essential for a successful Coordinated Transportation Plan. Engaging the appropriate organizations and individuals in this planning efforts is critical to identifying the needs of the target populations, the public transportation resources available, local context, and prioritization of strategies.

This section summarizes responses to a provider survey to inventory transportation services in Morrow County, provider interview summary, stakeholder workshop feedback, and Morrow County Public Transportation Advisory Committee (PTAC) feedback.

#### Inventory Survey

The inventory survey asked questions regarding existing services provided, rider use of the system, COVID-19 pandemic impacts, funding, and needs identified by each agency and/or its clients. Responses from the inventory survey were received from the following providers:

- » City of Hermiston's Hermiston WORC program
- » Columbia River Health
- » Confederated Tribes of the Umatilla Indian Reservation (CTUIR)'s Kayak Public Transit
- » Gilliam County Transportation
- » Good Shepherd Health Care System's CareVan
- » Greyhound (via Isaacs & Associates)
- » Morrow County

Responses from these providers helped to revise and supplement the pre-populated inventory of existing services. In addition, responses were used to understand needs and potential strategies. Key findings related to goals and needs from the responses are as follows:

- » All respondents serve the general public, and most noted that they serve tribal members, low-income households, people with disabilities, older adults, homeless populations, veterans, people with limited English proficiency, people with chronic medical needs, and people in recovery from substance abuse.
- » The most common trip purpose includes medical/dental appointments, social service appointments, grocery shopping, and recreation.
- » Key transportation challenges faced by clients include:
  - Local routine trips such as appointments, work, and grocery shopping aren't accessible by transit
  - Lack of understanding on how to use the transit system
  - Transit trips take longer than a client's capacity for travel
  - Lack of resources to pay for transportation services
  - Public transit service does not operate late enough in the evening
  - An accessible vehicle isn't always available
  - Bus stops are not close enough to residences and/or destinations like work
  - Eligible trip purposes are limited (e.g., for medical, senior nutrition, day program, or work trips only)
  - Difficulty making reservations for demand response services



- » Several providers don't have ADA accessible vehicles
- » Most respondents require reservations to be made in-advance (typically 24 hours), rather than within an hour or two
- » Average ridership is at about 40-50% of pre-COVID levels for Greyhound, Columbia River Health, senior services, and Kayak Public Transit. Gilliam County and the WORC program are near their pre-COVID levels.
- » Providers responded to COVID by reducing service when-needed (either frequency, service type, or stopping service altogether), using vehicles for food transportation, limiting trip purposes, reducing the number of passengers per vehicle, and implementing disinfecting procedures
- » Key funding includes federal, state, county, and city-level funding, as well as grants, private donations, and fares.
  - Morrow County has secured the DLCD Rural Transportation Equity Fund grant and is looking to incorporate it into the CTP.
- » Columbia River Health added that a stop near their clinic on future services would be helpful for clients.

Other feedback, that doesn't necessarily impact goals and needs, include:

- » Most respondents directly provide transportation services and own their own fleet (rather than lease), except for the City of Hermiston

Full details are included in Appendix A.

### Interview Summary

Interviews were conducted to further expand on survey responses and explore other topics stemming from initial questions. Interviews were conducted with the following providers:

- » Gilliam County
- » Grant County
- » Greyhound
- » Kayak Public Transit
- » Morrow County
- » Wheeler County

Detailed notes are provided in Appendix B. Key themes from these discussions include:

- » Obtaining drivers is challenging for all agencies.
- » Dial-a-ride services are generally back to their pre-COVID demand, with several agencies not seeing changes to demand during COVID.
- » Greyhound services are down in ridership, and the provider will need to see ridership return more before returning to 2 roundtrips per day for service, which is currently at 1 roundtrip per day.
- » Most public providers primarily serve elderly, people with disabilities, and low-income populations, and typically for medical and grocery shopping trips.





- » Marketing and education is challenging, many members of the public don't know that the services exist. Leveraging local organizations and agencies to market services could be helpful.

### Stakeholder Workshop

The summary of relevant plans, demographics, inventory of existing services and resources, and draft goals and objectives were presented to stakeholders during a workshop. Key comments and needs from the discussion are as follows:

- » In addition to the STF/highly rural funds, note that STIF and other funding sources should be used efficiently and allow for passengers sharing vehicles and rides, regardless of funding source.
- » It's important to have parking availability for the workforce, and also consider how working parents get to and from childcare. Can buses provide car seats? Bike parking?
- » Look at wheelchair charging stations at more stop locations.
- » ODOT has a micromobility pilot program, looking at this for electric scooters, golf carts, etc. for first/last-mile connections in the Port would be helpful.
- » Explicitly state that providers with both paid and unpaid drivers were surveyed and are present in the area.
- » Improve services goal should discuss workforce, connecting people with disabilities, low-income populations, and access like parking, scooters and other micromobility
- » Think more regionally, provide linkages between other areas and plans. How do these plans work together?
- » For funding, include partnerships with employers
- » For staff, seek other training opportunities, increases to driver pay to be competitive, bilingual staff
- » Focus the plan on "Human" – what are all the needs? Making sure to integrate into other plans.

### Morrow County Public Transportation Advisory Committee (PTAC) Presentation

This draft CTP was presented to the Morrow County Public Transportation Advisory Committee on July 19<sup>th</sup>, 2022, for review and feedback. The PTAC was in agreement with the CTP's identified needs, strategies, and priorities. The PTAC noted that obtaining resources, such as funding and vehicles, can be challenging in Morrow County. A statement was added to the *Implementation and Monitoring Program* section to highlight that the identified timeframes are outlined by need, and that resources must be obtained to be able to implement the strategies.



# GOALS AND OBJECTIVES



### GOALS AND OBJECTIVES

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Goals and objectives were developed based on statewide and regional plans, local needs, and survey and stakeholder feedback. These were refined based on input from the Project Management Team (PMT), Morrow County PTAC, and further stakeholder input.

- » Goal 1. Provide improved service to meet the needs of all community members, with a focus on those reliant on public transportation.
  - Objective 1A. Prioritize improvements, with the help of the DLCD transit equity grant and similar efforts, for transit-dependent people, including low-income populations, people with disabilities, zero-vehicle households, racial and ethnic minorities, older adults, youth, people with limited English proficiency, and veterans.
  - Objective 1B. Improve access to education and work opportunities, in particular at the Port of Morrow, via new and improved transportation services and coordination with private transportation providers.
  - Objective 1C. Determine customer needs through direct outreach, consultation with service providers, and findings from other planning efforts.
  - Objective 1D. Improve convenience through mobile tools and apps that integrate regional and neighboring transportation services.
  - Objective 1E. As services are implemented and improved, promote safe and comfortable transit facilities and low-stress walking and biking connections, especially at transit centers and major transit stops.
  - Objective 1F. Collaborate with local governments and connecting transit providers to ensure transit service meets the needs of riders.
  
- » Goal 2. Provide reliable transportation options for health-supporting destinations.
  - Objective 2A. Enhance service to connect to grocery stores, pharmacies, recreational centers, social service agencies, and other community resources.
  - Objective 2B. Collaborate with all transportation service providers, pairing traditional fixed-route and demand-response services with first-/last-mile connection options such as shuttles, transportation network companies (TNCs), sharing of bikes and other mobility devices, and cooperative programs such as those within assisted living communities.
  - Objective 2C. Support enhancements to long-distance services, such as passenger rail, Greyhound service within Morrow County, and transportation by private providers, for access to medical, employment training, and other opportunities not available in Morrow County.
  
- » Goal 3. Provide reliable transportation options for economic opportunities.
  - Objective 3A. Enhance service to connect to educational centers, government centers, job centers, and other community resources.
  - Objective 3B. Collaborate with large employers to help meet the transportation needs of employees, especially for those who are working non-traditional business hours (early morning/late night shifts).
  - Objective 3C. Coordinate with other public agencies and divisions, such as those responsible for land use planning, housing, and development review, to strengthen transit effectiveness and include transit considerations in growth and development.



- » Goal 4. Improve marketing of services and education across transportation service areas.
  - Objective 4A. Improve transit education and marketing, particularly through outreach to transportation-disadvantaged and underserved groups that focuses on bilingual marketing and outreach and travel training.
  - Objective 4B. Collaborate with transit agencies to share public transit information in a variety of formats and media to inform and attract new transit users, such as improving availability of route and schedule information as well as access to real-time arrivals and other data.
  - Objective 4C. Promote transit-supportive measures that make bus stop availability clear, including trip planning services, wayfinding signage, stop amenities (e.g., bike racks), and more.
  
- » Goal 5. Pursue stable funding sources to maintain and lower transportation costs to the public.
  - Objective 5A. Foster new and innovative partnerships to share and leverage resources, improve services, and further create awareness of transportation services in and nearby Morrow County.
  - Objective 5B. Pursue clean fuel for transit vehicles, such as electrification of the future vehicle fleet and infrastructure, to reduce gas and maintenance costs.
  - Objective 5C. Identify a range of needs, opportunities, and strategies that can be ready to take advantage of grant funding opportunities, such as those focused on employment, capital improvements, service reliability, and/or geographic coverage.
  - Objective 5D. Identify vehicle storage and maintenance and public-friendly transit center sites to reduce "deadhead" mileage and costs.
  
- » Goal 6. Recruit and retain staff to be able to provide reliable services.
  - Objective 6A. Partner with Oregon Employment Department and neighboring transit providers to promote and access Commercial Driver's License (CDL) training centers and reduce costs to agencies and/or potential drivers.
  - Objective 6B. Consider ways to provide transportation for driver or staff training opportunities or market existing services for job access opportunities.
  - Objective 6C. Conduct regular feedback with staff to ensure workplace satisfaction and identify opportunities to improve working conditions.
  - Objective 6D. Monitor salaries, incentives, and benefits of peer agencies to promote fair living wages to transportation provider staff.



**NEED AND  
STRATEGIES**



### NEEDS AND STRATEGIES

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Based on the above analysis, the needs and corresponding strategies are summarized below. Many strategies meet multiple needs. While displayed as tied to each individual need here, the strategies are expanded and prioritized individually in the next section.

- » **Need:** Provide local and regional connectivity for transit-dependent groups, especially in Heppner, Boardman, and Lexington, which have high percentages of people with disabilities, people experiencing poverty, racially diverse populations, and zero vehicle households
  - Implement and continue to monitor the Boardman – Port of Morrow Circular and Hermiston – Boardman Connector
  - Begin on-demand shuttles to communities such as Heppner, Lexington, Lone, and other communities not connected to the fixed-route system.
  - Enhance service hours and/or number of vehicles operating at a time dial-a-ride services
  - Promote and/or subsidize vanpools
  - Expand bilingual information and marketing program
- » **Need:** Enhance services for populations in unincorporated areas and communities not connected to the existing system, in particular for elderly populations
  - Begin on-demand shuttles to communities such as Heppner, Lexington, Lone, and other communities not connected to the fixed-route system.
  - Enhance service hours and/or number of vehicles operating at a time dial-a-ride services
  - Coordinate with public and private providers to ensure access and eligibility
  - Promote rideshares
- » **Need:** Ensure reliable transportation for employment-based trips, especially for low-income populations
  - Implement and continue to monitor the Boardman – Port of Morrow Circular and Hermiston – Boardman Connector
  - Refine, implement, and continue to monitor the Heppner – Boardman Connector
  - Refine, implement, and continue to monitor the Arlington – Boardman Connector
  - Promote and/or subsidize vanpools
  - Expand marketing and partnerships via employers
- » **Need:** Maintain and enhance connections with other transportation providers
  - Establish regular coordination meetings with connecting providers
  - Enhance bus amenities throughout Boardman, Hermiston, and other locations that currently exist or are planned to connect with The Loop and Kayak Public Transit.
- » **Need:** Better serve ridership on existing services
  - Enhance weekend dial-a-ride and/or future fixed-route service and later night/earlier morning service
  - Improve fare payment options for transportation services that aren't free, including affordable options for low-income populations and students
  - Provide real-time vehicle arrival information



- » **Need:** Enhance transit facilities
  - Enhance bus amenities throughout Boardman, Hermiston, and other locations that currently exist or are planned to connect with The Loop and Kayak Public Transit.
  - Implement transit centers and major bus stops with higher levels of amenities
  - Build bus storage and maintenance facilities to accommodate existing and future buses
  - Provide bilingual marketing materials at stops
  - Consider the installation of wheelchair charging stations at transit stops
  - Provide parking near stops
- » **Need:** Maintain and grow vehicle fleet to meet service needs
  - Obtain new vehicles
  - Establish capital replacement plan
  - Investigate and pursue transition to alternative fuels
  - Ensure adequate storage and maintenance capabilities, such as the planning effort in Boardman
- » **Need:** Stabilize costs and grow funding streams
  - Continue to leverage local funds to obtain state and federal funds, such as the Rural Transportation Equity Program
  - Seek ways to share trips across funding pools (5310, 5311, RVHT, HRTG, etc.) while maintaining separate ride records
  - Investigate and pursue transition to alternative fuels
- » **Need:** Attract and retain staff, including drivers, maintenance, supervisors, and administration
  - Partner with local colleges to communicate availability of job openings
  - Seek peer review to ensure competitive wages and benefits
  - Conduct regular feedback sessions with staff
  - Provide professional development/continuing education opportunities
  - Provide an employee recruitment/retainment incentive program

The following section brings forward the strategies discussed above, establishes evaluation criteria, and presents the prioritized strategies.

### Evaluation Criteria

The evaluation criteria for the strategies focus on the costs and benefits, ease of implementation, and group(s) served or needs met. These criteria are established at the following scales:

- » Costs – Roughly estimated costs considering the scale of implementation.
  - \$: Less than \$25,000 Annually
  - \$\$: \$25,000 to \$75,000 Annually
  - \$\$\$: Greater than \$75,000 Annually
- » Benefits – Qualitative measure identifying expected outcome of the recommendation.
  - +: Allows for services to continue operating as-is, such as retaining a fleet and staff
  - ++: Enhances services slightly to moderately, such as adding slight geographic area or service hours



- +++: Enhances services substantially, such as adding new connections regionally
- » Difficulty of Implementation – Considers whether the strategy can be implemented quickly and with little complication, beyond costs to implement.
  - Low: Infrastructure, staff, and other resources are already in-place
  - Medium: Some infrastructure, staff, and other resources are in-place, but more will need to be obtained
  - High: No infrastructure, staff, or other resources are in-place
- » Group(s) Served/Needs Met – Considers how many of the following groups benefit from this strategy: Low-income populations, people with disabilities, youth, older adults, racial/ethnic minority, zero vehicle households, households with Limited English Proficiency, veterans, and employees.
  - ◐: Fewer groups served/needs met
  - ●: Many groups served/needs met

### Results and Prioritization

Using the above evaluation criteria, the strategies were evaluated and prioritized in Table 4. High priority strategies are generally lower cost, provide greater benefits, have lower difficulty to implement, and serve the needs of more groups.





## Morrow County Coordinated Transportation Plan

**Table 4. Strategies and Priorities**

Strategy	Cost	Benefit	Difficulty of Implementation	Group(s) Served/Needs Met	Resulting Priority
<b>Routes and Services</b>					
Implement and continue to monitor the Boardman – Port of Morrow Circular and Hermiston – Boardman Connector	\$\$\$	+++	Low	●	High
Refine, implement, and continue to <b>monitor the Heppner – Boardman Connector</b>	\$\$\$	+++	High	●	High
Refine, implement, and continue to monitor the Arlington – Boardman Connector	\$\$\$	+++	High	●	Medium
Begin on-demand shuttles to communities such as Heppner, Lexington, lone, and other communities not connected to the fixed-route system.	\$\$	+++	Medium	●	Medium
Enhance service hours and/or number of vehicles operating at a time dial-a-ride services	\$\$	++	Medium	●	Medium
Promote and/or subsidize vanpools	\$	++	Medium	○	High
Enhance weekend dial-a-ride and/or future fixed-route service and later night/earlier morning service	\$\$	++	High	●	Low
<b>Transit Stops and Rider Facilities</b>					
Enhance bus amenities throughout Boardman, Hermiston, and other locations that currently exist or are planned to connect with The Loop and Kayak Public Transit.	\$	++	Low	○	High
<b>Implement transit centers and major bus stops with higher levels of amenities</b>	\$\$\$	++	Medium	●	Medium
Consider the installation of wheelchair charging stations at transit stops	\$	+	Medium	○	Medium
Provide parking near stops	\$\$\$	+	Medium	○	Low
<b>Internal and Inter-Agency Coordination</b>					
Establish regular coordination meetings with connecting providers	\$	+	Low	●	High
Conduct regular feedback sessions with staff	\$	+	Low	●	High



## Morrow County Coordinated Transportation Plan

Strategy	Cost	Benefit	Difficulty of Implementation	Group(s) Served/Needs Met	Resulting Priority
Coordinate with public and private providers to ensure access and eligibility	\$	+	Low	●	High
Continue to leverage local funds to obtain state and federal funds, such as the Rural Transportation Equity Program	\$	+	Low	●	High
Seek peer review to ensure competitive wages and benefits	\$\$	+	Low	●	Medium
Provide professional development/continuing education opportunities	\$	+	Low	●	High
Provide an employee recruitment/retention incentive program	\$\$	+	Low	●	High
<b>Marketing and External Information</b>					
Expand marketing and partnerships via employers	\$	+	Low	●	High
Provide bilingual marketing materials at stops	\$\$	+	Low	●	High
Expand bilingual information and marketing program	\$\$	+	Low	●	High
Partner with local colleges to communicate availability of job openings	\$	+	Low	●	High
Promote rideshares	\$	++	Medium	●	Medium
<b>Technology</b>					
Provide real-time vehicle arrival information	\$\$	++	Low	●	High
Seek ways to share trips across funding pools (5310, 5311, RVHT, HRTG, etc.) while maintaining separate ride records	\$	+	Medium	●	High
Improve fare payment options for transportation services that aren't free, including affordable options for low-income populations and students	\$\$	++	Medium	●	Medium
<b>Fleet and Facilities</b>					
Obtain new vehicles	\$\$	++	Medium	●	High
Establish capital replacement plan	\$	+	Low	●	High
Investigate and pursue transition to alternative fuels	\$\$\$	++	High	●	Medium
Build bus storage and maintenance facilities to accommodate existing and future buses, such as the planning effort in Boardman	\$\$\$	+	Medium	●	High



# IMPLEMENTATION AND MONITORING PLAN



IMPLEMENTATION AND MONITORING PLAN

This section identifies funding opportunities and timeline for the high-priority strategies and describes the considerations and partners to get recommendations on-the-ground.

Funding Sources and Timeline

Table 5 shows the funding sources that were assessed for each strategy and their primary area of eligibility for operating, capital, city/county facilities (primarily walking and biking connections), and marketing and outreach.

Table 5. Funding Sources

Funding Source	Description	Eligibility			
		Operating	Capital	City/County Facilities	Marketing/Outreach
Federal Transit Administration (FTA) Grants	Section 5304: Non-Metropolitan Transportation Planning Grant. Funds are allocated to states, which then distribute them to regional and local agencies for transit planning. Planning needs to be cooperative, continuous, and comprehensive, resulting in long-range plans and short-range programs reflecting transportation investment priorities.				X
	Section 5310: Enhanced Mobility of Seniors & Individuals with Disabilities. Formula funding to states and metropolitan regions for the purpose of meeting the transportation needs of seniors and people with disabilities. ODOT allocates state 5310 funds to rural areas via local STF agency and may reserve for discretionary programs.	X	X		X
	Section 5311: Rural Area. Formula funding to small cities and rural areas with populations of less than 50,000 for transit capital, planning, and operations, including job access and reverse commute projects. Funds are apportioned to states based on a formula that includes land area, population, revenue vehicle miles, and low-income individuals in rural areas and funds are distributed to providers through ODOT. Additionally, no less than 15 percent of funds must be spent on the development and support of intercity bus transportation, unless the intercity bus needs of the state are being adequately met.	X	X		X
	Section 5339: funding through an allocation process to states for small urban and rural areas, and transit agencies in large urban areas, to replace, rehabilitate, and purchase buses and related equipment and to construct bus-related facilities.		X		
	Other: The FTA periodically releases additional funding opportunities. In 2019, the FTA released the Integrated Mobility Innovation opportunity, providing \$15 million for demonstration projects focused on Mobility on Demand, Strategic Transit Automation Research, and Mobility Payment Integration. For FY20, the FTA also announced the Mobility for All Pilot Program to invest in mobility options for older adults, individuals with disabilities, and people with low incomes, aimed to enable connections to jobs, education, and health services. The FTA also provides Section 5314 – Technical Assistance and Workforce Development grants, which support technical assistance and educational activities that enable more effective and efficient delivery of transportation services, foster compliance with federal laws (including the ADA). These types of funding opportunities can help ODOT and providers invest in innovative and effective practices and partnerships.				



# Morrow County Coordinated Transportation Plan

<b>State Special Transportation Funds (STF)</b>	Allocated by the Oregon Legislature every two years. Funds may be used for any purpose directly related to public transportation services for seniors and people with disabilities.	X	X				
<b>Statewide Transportation Improvement Fund (STIF)</b>	<p>Formula funds for expanding access to jobs, improving mobility, relieving congestion, and reducing greenhouse gas emissions, while providing a special focus on low-income populations. STIF funds may be used for public transportation purposes that support the operations, planning, and administration of public transportation programs and may also be used as the local match for state and federal grants for public transportation service.</p> <ul style="list-style-type: none"> <li>• 90% of STIF funds are distributed to Qualified Entities (Morrow County).</li> <li>• 5% of STIF funds are available via discretionary grants for flexible funding.</li> <li>• 4% of funds are available via discretionary grants for projects enhancing intercommunity service and the statewide transit network.</li> <li>• 1% of the funds are allocated for program administration and a technical resource center.</li> </ul>	X	X	X			
<b>Highly Rural Transportation Grant (HRTG)</b>	This grant-based federal program, under Veteran Affairs, provides demand-response services. It transports Veterans in highly rural areas to VA-authorized health care facilities. There is no cost fee, as long as the program is available in the area the Veteran lives in.	X					
<b>Rural Veteran Healthcare Transportation Grant (RVHT)</b>	This program, under ODOT, provides demand-response services, providing Veterans access to physical, mental, and/or behavioral healthcare. Access is not limited to VA-authorized health care facilities; access to services that contribute to a veteran's well-being may be accommodated as well. This program aims to focus its services to veterans but is open to shared rides with civilians.	X					
<b>Private/Public Sponsorships</b>	Private/public sponsorships involve a private entity, such as a local business owner, working with the public agency to fund a project (e.g., bus stop shelter and sidewalk connection maintenance). In return for their investment in the community, these business owners often have recognition for their role, providing a marketing venue for the business.	X	X	X	X		
<b>STIP Enhance</b>	Funds allocated to projects through a competitive grant application process. Eligible projects include public transit capital improvements.		X	X			
<b>Multimodal Impact Fees</b>	Similar to transportation system development charges (SDC), but focused on improvements to multimodal transportation options. In the event a TIF is established, the fixed-route service could work to allocate a portion of funds towards transit-enhancing improvements.				X		
<b>ODOT Safe Routes to School Grant Program</b>	Eligible projects include safety improvements that positively affect the ability of children to walk and bicycle to school. Projects must be within a public road right-of-way, consistent with jurisdictional plans, supported by the school or school district, within a one-mile radius of a school, and able to be constructed within five years of the application. Project examples include sidewalks, median refuge islands, rapid flashing beacons, etc. The minimum funding request is \$60,000, and the maximum is \$2 million.		X	X			
<b>Transportation Options Program</b>	<p>Discretionary grant program including initiatives such as Innovative Mobility Grants, which ODOT is currently determining a framework for, and Immediate Opportunity Grants of \$5,000 or less for qualified activities. Examples of eligible activities include:</p> <ul style="list-style-type: none"> <li>• Transportation focused community events such as Open Streets, Bike Rodeos, etc.</li> <li>• Activities to engage historically underserved communities in active or multimodal transportation outreach or education</li> <li>• Purchase of bike racks, helmets, locks, etc. associated with bike and pedestrian safety outreach</li> </ul>						X
<b>Rural Transportation</b>	This one-off ODOT funding opportunity seeks to support rural communities in:						



## Morrow County Coordinated Transportation Plan

### Equity Program

- Identifying and engaging underserved communities in rural areas to provide transportation options like biking, walking, and public transportation in order to access to critical services and destinations;
- Building capacity within local governments to maintain relationships and connections to underserved communities, with a focus on including underserved groups in future planning efforts; and/or
- Matching communities' needs with outside funding opportunities (i.e. Federal, State programs and resources) through strategic investment planning.

Morrow County received this grant and will conduct outreach in the coming year. Should this grant become a regularly provided fund, Morrow County could continue to pursue this in the future.

In addition to these, roadway facility owners (cities, Morrow County, ODOT) can pursue walking and biking facility improvements through the following funds:

- |                                       |  |
|---------------------------------------|--|
| » Surface Transportation Block Grants | » All Roads Transportation Safety (ARTS) |
| » State Highway Fund                  | » General Fund                           |
| » Road Fund Serial Levy               | » Transportation Development Tax         |
| » Road Utility Fee                    | » System Development Charges (SDC)       |
| » Vehicle Registration Fee            | » Local Improvement District (LID)       |
| » Local-Option Fuel Tax               | » Tax Increment Financing                |
| » Immediate Opportunity Funds         | » Urban Renewal Districts                |

Table 6 aligns the high-priority strategies to the relevant funding sources and identifies a timeline. The timeline is based on considerations such as securing staff, vehicles, or other resources to implement the recommendation, whether an activity is ongoing or a discrete task, and what other strategies need to be in-place before the strategy itself should be implemented. These timeframes represent the ideal implementation timeline and are subject to the availability of resources such as funding, staff availability, vehicles and facilities, and other factors.



## Morrow County Coordinated Transportation Plan

**Table 6. High Priority Strategies and Available Funding Pools**

Strategy	Section 5304	Section 5310	Section 5311	Section 5339	STF	STIF	HRTG	RVHT	Private/Public Sponsorships	STIF Enhance	ODOT Safe Routes to School Grant	Transportation Options Program	Rural Transportation Equity Program	Timeline
Implement and continue to monitor the Boardman – Port of Morrow Circular and Hermiston – Boardman Connector	X	X	X	X	X	X	X	X	X					<2 yrs
	X	X	X	X	X	X	X	X	X					3-5 yrs
	X	X	X	X	X	X			X		X			<2 yrs
<b>Transit Stops and Rider Facilities</b>														
Promote and/or subsidize vanpools														
Enhance bus amenities throughout Boardman, Hermiston, and other locations that currently exist or are planned to connect with The Loop and Kayak Public Transit.	X	X	X	X	X	X			X	X	X			0-5 yrs
<b>Internal and Inter-Agency Coordination</b>														
Establish regular coordination meetings with connecting providers	X	X	X	X	X	X			X					<2 yrs
Conduct regular feedback sessions with staff	X	X	X	X	X	X								0-5 yrs
Coordinate with public and private providers to ensure access and eligibility	X	X	X	X	X	X			X					0-5 yrs
Continue to leverage local funds to obtain state and federal funds, such as the Transit Equity Fund	-	-	-	-	-	-	-	-	-	-	-	-	-	0-5 yrs



Morrow County Coordinated Transportation Plan

Strategy	Section 5304	Section 5310	Section 5311	Section 5339	STF	STF	HRTG	RVHT	Private/Public Sponsorships	STIP Enhance	ODOT Safe Routes to School Grant	Transportation Options Program	Rural Transportation Equity Program	Timeline
Provide professional development/continuing education opportunities		X	X		X									0-5 yrs
Provide an employee recruitment/retention incentive program		X	X		X									0-5 yrs
<b>Marketing and External Information</b>														
Expand marketing and partnerships via employers		X	X		X				X			X	X	0-5 yrs
Provide bilingual marketing materials at stops			X		X				X					0-5 yrs
Expand bilingual information and marketing program	X		X		X				X		X	X	X	<2 yrs
Partner with local colleges to communicate availability of job openings	X	X	X		X				X		X	X	X	0-5 yrs
<b>Technology</b>														
Provide real-time vehicle arrival information		X	X		X		X	X	X					<2 yrs
Seek ways to share trips across funding pools (5310, 5311, RVHT, HRTG, etc.) while maintaining separate ride records		X	X		X		X	X	X					0-5 yrs
<b>Fleet and Facilities</b>														
Obtain new vehicles		X	X		X		X	X	X		X			0-5 yrs
Establish capital replacement plan	X	X	X		X									<2 yrs
Build bus storage and maintenance facilities to accommodate existing and future buses, such as the planning effort in Boardman		X	X		X		X	X	X		X			3-5 yrs





### Considerations and Partners

The following section describes additional considerations and partners to implement the high-priority strategies.

#### ROUTES AND SERVICES

- » **Implement and continue to monitor the Boardman – Port of Morrow Circular and Hermiston – Boardman Connector:** Morrow County has procured a vehicle and identified a preferred operating plan for the Circular alongside Umatilla County, Kayak Public Transit, cities, and stakeholder such as employers and healthcare representatives. As this strategy moves forward, continuing to refine its stop locations and amenities, route schedule, and marketing will be crucial to its success.
- » **Refine, implement, and continue to monitor the Heppner – Boardman Connector:** Morrow County will need to procure a vehicle, hire a driver, and refine a preferred operating plan for the Heppner – Boardman Connector. While entirely within Morrow County and intended to be operated by MCPT, this service would still need coordination with partners such as city staff, employers, health and social service agencies, and other organizations.
- » **Promote and/or subsidize vanpools:** Morrow County could implement this recommendation by promoting programs such as Commute with Enterprise<sup>1</sup> or further supporting vanpools by subsidizing this service, similar to Cascades East Transit's program which subsidizes \$500 per van per month<sup>2</sup>.

#### TRANSIT STOPS AND RIDER FACILITIES

- » **Enhance bus amenities throughout Boardman, Hermiston, and other locations that currently exist or are planned to connect with The Loop and Kayak Public Transit:** While establishing new bus stops in Morrow County, MCPT could start with basic amenities such as signage at stops as ridership patterns become apparent. Higher-level stops may warrant the need for benches, shelters, trash cans, bike racks, and more. Partners for this strategy include land owners, primarily private property owners, cities, ODOT, and Morrow County itself.

#### INTERNAL AND INTER-AGENCY COORDINATION

- » **Establish regular coordination meetings with connecting providers:** Partners for this strategy include staff from connecting agencies such as Kayak Public Transit and the Hermiston WORC program. These regular coordination meetings can help to identify further opportunities to enhance services and reduce duplication of efforts.
- » **Conduct regular feedback sessions with staff:** Gathering feedback from MCPT staff can help to not only improve staff morale and retention, but can also help to highlight rider concerns and institutional challenges that may otherwise not be passed along to MCPT administration staff.
- » **Coordinate with public and private providers to ensure access and eligibility:** Working with both the public agencies previously identified and private providers, such as employers

<sup>1</sup> [www.commutewithenterprise.com](http://www.commutewithenterprise.com)

<sup>2</sup> <https://www.commuteoptions.org/vanpool/>



and non-emergency medical transportation brokerages, can improve public access to affordable transportation services. This coordination can also support updating the inventory of existing services and marketing services to the public.

- » **Continue to leverage local funds to obtain state and federal funds, such as the Transit Equity Fund:** MCPT can leverage local funds, such as those provided by city improvements and private property owner development, to access state and federal funds. In addition to property owners and infrastructure improvements as local match, services such as vanpool programs offered by employers may be able to be used as local match.
- » **Provide professional development/continuing education opportunities:** Professional development and education helps to keep staff up-to-date on industry trends in addition to basic training requirements, bringing fresh ideas to improve service back to Morrow County. Beyond MCPT staff, MCPT could look to provide training and education to other agency staff (ODOT, cities, etc.) through partnerships.
- » **Provide an employee recruitment/retainment incentive program:** Attracting and retaining staff is a challenge in providing reliable services. Establishing an incentive program can help to expand the staffing pool and promote staff morale and retention.

### MARKETING AND EXTERNAL INFORMATION

- » **Expand marketing and partnerships via employers:** MCPT has strong connections to many employers throughout the County, and continuing these partnerships can help to market services to existing and potential employees. In addition to employers, MCPT can work with neighboring transportation providers to educate the public on all available services.
- » **Provide bilingual marketing materials at stops:** As bus stops are implemented, providing information in both English and Spanish will be crucial to serving Limited English Proficiency populations. MCPT can work with local organizations and community members to refine the messaging and communication.
- » **Expand bilingual information and marketing program:** Similar to the previous strategy, expanding the bilingual information and marketing program can promote transportation use for populations who often lack reliable options. This strategy could be implemented imminently through the Rural Transportation Equity Program in partnership with community groups. This program should be reviewed and revised as-needed following implementation.
- » **Partner with local colleges to communicate availability of job openings:** Promoting job openings through local colleges not only attracts staff to MCPT, but also provides job opportunities to younger populations who tend to be lower-income. In addition to the colleges, Oregon Employment Department and workforce organizations such as New Horizons would be helpful partners in implementing this strategy.

### TECHNOLOGY

- » **Provide real-time vehicle arrival information:** MCPT is participating in iTransitNW, a trip planning and bus tracking tool which several providers in the northeast Oregon and southeast Washington markets use to present transit information in one place. Real-time vehicle tracking is an aspect of iTransitNW, and allows for MCPT vehicles to be tracked both in this application and in other tools such as Google Maps. While typically implemented for fixed-route systems, real-time vehicle arrival information could also be



helpful for dial-a-ride services and giving better estimated arrival times to these passengers.

- » **Seek ways to share trips across funding pools (5310, 5311, RVHT, HRTG, etc.) while maintaining separate ride records:** Institutional barriers can prohibit or limit the sharing of trips when different funding pools are involved. Resolving these barriers can help to efficiently use transportation services and meet the needs of the community. MCPT can work with other public and private transportation providers to share trips and identify technologies for tracking these data. They can also work with ODOT to identify where barriers remain and work to resolve these at the state and federal levels.

### FLEET AND FACILITIES

- » **Obtain new vehicles:** To continue providing services and ultimately expand their system, MCPT needs to regularly obtain new vehicles to replace aging fleets. An up-to-date fleet is also less likely to breakdown, increasing reliability of the system and reducing maintenance costs.
- » **Establish capital replacement plan:** In addition to the activity of obtaining new vehicles, a capital replacement plan can help MCPT to plan ahead for vehicle replacement and additions. A capital replacement plan should also consider alternative fuel technologies, specifically which service(s) could feasibly operate using alternative fuels based on existing mileage limitations. Partners for this strategy may include utility companies and other agencies and neighboring providers who may wish or need to charge their fleet within Morrow County.
- » **Build bus storage and maintenance facilities to accommodate existing and future buses, such as the planning effort in Boardman:** MCPT's bus storage facilities are currently at capacity. In addition to currently planning efforts for a storage and maintenance/public-facing transit center near Boardman, MCPT will continue to monitor the need for additional facilities. Partners include property owners, and where the facility is public-facing, the riders and any connecting transit providers.



### MONITORING PROGRAM

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The following section provides a program to track transit service performance and the success of the plan's recommendations. The program is data-driven and is founded on performance measures that can be tracked on a regular basis through set benchmarks. In most cases, these performance measures are already tracked as part of Federal Transit Administration (FTA) reporting requirements. This program enables a dynamic system where service adjustments can be implemented and justified following performance evaluations.

Performance measures are divided into monitoring on an annual and a less-frequent (e.g., biennial) basis. Most of the recommended performance measures should be reviewed each year; the performance measures identified for less-frequent review are less likely to fluctuate meaningfully on an annual basis. As these performance measures are applied in the future, Morrow County may adjust how often specific performance measures are examined. Benchmarks also consider existing and future data availability.

#### Annual Review of Performance Measures

The following performance measures are recommended to be evaluated at least annually to understand how the new services are being used. All but one of these measures are typically already monitored for National Transit Database (NTD) reporting purposes.

- » **Capital costs:** Examine annual capital costs directly to the service operator (Morrow County) and improvements by facility owners (Morrow County, local cities, employers, other property owners). This information is useful for budgeting for vehicle replacements and additional transit-supportive infrastructure such as shelters, based on actual agency cost experience.
- » **Operating costs:** Tracks annual operating costs for the services. This information is useful for evaluating cost trends for future budgeting purposes, and for calculating other performance measures, such as cost per hour, that can be compared with peer agencies.
- » **Annual rides:** Tracks total number of rides per year. This information is useful for evaluating ridership trends, and for calculating other performance measures, such as rides per hour or cost per ride, that can be compared with peer agencies. Transit providers typically also track ridership more frequently (e.g., by month, by day of week) to help identify ridership patterns and trends.
- » **Revenue service hours:** Tracks total number of hours of revenue service provided. This measure is used to calculate rides and cost per hour.
- » **Rides per hour:** Tracks average annual rides per hour (productivity). Staff resources permitting, tracking annual productivity by scheduled trip is useful for identifying and supporting the need for schedule changes (e.g., addressing consistently over- or under-utilized trips), for identifying the need to purchase higher-capacity vehicles, and for targeting marketing efforts to increase ridership, among other uses.
- » **Cost per hour:** Tracks average annual operating cost per revenue hour. Cost per hour is a useful measure to compare to peer agencies, to check whether one's costs and cost trends are in line with, greater than, or less than one's peers.



- » **Number of Deviation Request Denials (Circular service):** Tracks the total number of deviation requests denied on the Boardman – Port of Morrow Circular, to help identify the need for schedule and/or route changes to maintain service reliability and attractiveness. In addition, although more labor-intensive, tracking where and how frequently deviation requests are made can be useful for making route adjustments to serve high-demand trip origins and destinations.

### Less-Frequent Review of Performance Measures

The following performance measures are either (1) less likely to change in a significant way on an annual basis and do not need to be tracked each year, or (2) are time-intensive to evaluate on an annual basis.

- » **System ease of use:** Tracks improvements made to travel between communities or transit providers, such as technology improvements (trip-planning, real-time tracking apps) and timed transfers between different transit providers.
- » **Walking and bicycling access:** Tracks the percentage of stops having a sidewalk/path, bicycle lane/path, and/or crossings connecting to the stop.

### Peer Comparison

While every transit provider has unique service area and operating characteristics, comparing a provider's performance to that of similar providers can help managers and decision-makers gauge whether changes in performance match the experience of similar agencies, or may be due to actions on the provider's part (either something to correct or something to continue, depending on how performance changed). Transit agencies that receive federal funding are required to report information about service miles, service hours, and ridership, among others, to the NTD. Peer comparisons were conducted for Morrow County to understand existing and potential performance using the most-recent year of available data, 2018. Peers were primarily identified using the process described in *TCRP Report 141: A Guidebook on Performance Measurement and Peer Comparison in the Transit Industry*, which uses factors such as type of service provided, amount of service provided, geographic characteristics, and more.

Morrow County does not currently report data to NTD, given that it has not historically received federal funding that requires NTD reporting. Therefore, several providers who provide service similar to the proposed service were selected. These peers were matched based on an estimated 5,000 service hours and about 50,000 annual service miles for the Port of Morrow Circular and accompanying countywide dial-a-ride. This analysis only looked at local bus service (i.e., not commuter bus or demand-response as reported to NTD). Similar providers include CTUIR's local services, the City of Woodburn, South Clackamas Transportation District's (SCTD's) Molalla service, Lane Transit District's Florence service, and Malheur Council on Aging and Community Service's (MCOACS's) Ontario service. All of these services connect to regional transit service. Table 7 provides the peer comparison evaluation and

Figure 10 shows rides per hour for the peer providers. Table 7 also shows city populations and employments for each jurisdiction, with the Boardman numbers not including unincorporated

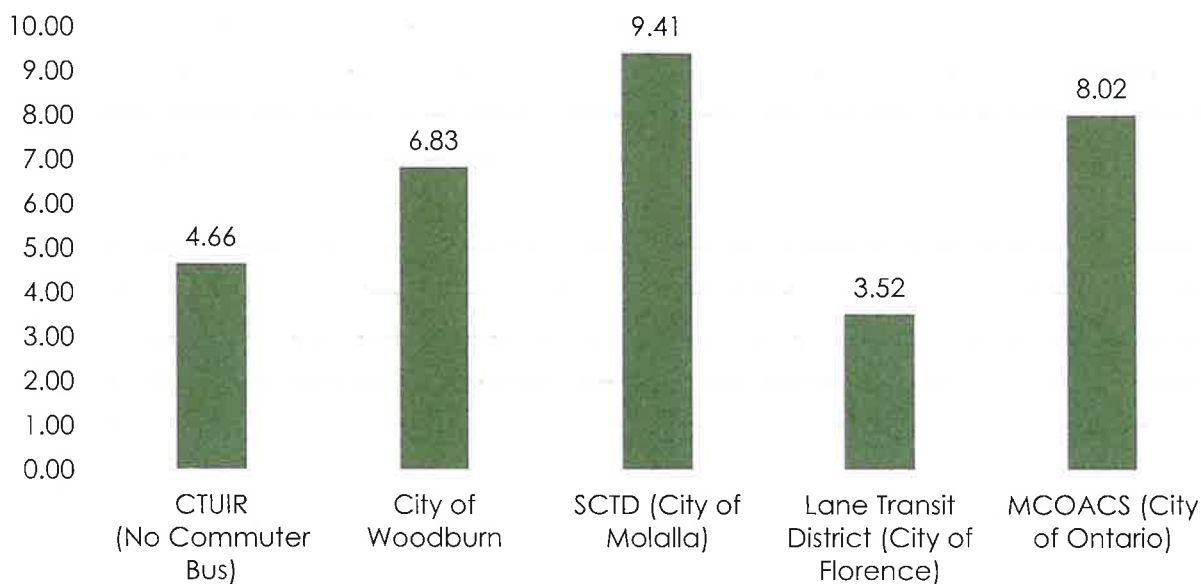


Port of Morrow employment. As shown, similar-sized providers typically generate 4-10 rides per hour. Ridership is generally higher in communities with high employment such as Boardman.

**Table 7. Transit Provider Comparison (2018) for Boardman - Port of Morrow Circular**

Data	Boardman/Port of Morrow	CTUIR (No Commuter Bus)	City of Woodburn	SCTD (City of Molalla)	Lane Transit District (City of Florence)	MCOACS (City of Ontario)
Population	3,439	Hermiston - 17,423 Mission - 850	25,738	9,155	8,921	10,966
Employment	6,283+	Hermiston - 7,305 Mission - 2,101	9,517	2,570	3,112	8,542
Annual Service Miles	50,000	92,832	45,023	17,104	27,177	65,023
Annual Service Hours	5,000	5,256	3,048	2,547	2,173	3,012
Annual Rides	—	24,485	20,831	23,968	7,651	24,150
Rides per Hour	—	4.66	6.83	9.41	3.52	8.02

**Figure 10. Rides per Hour for Boardman - Port of Morrow Circular Comparable Services**





# CONCLUSION



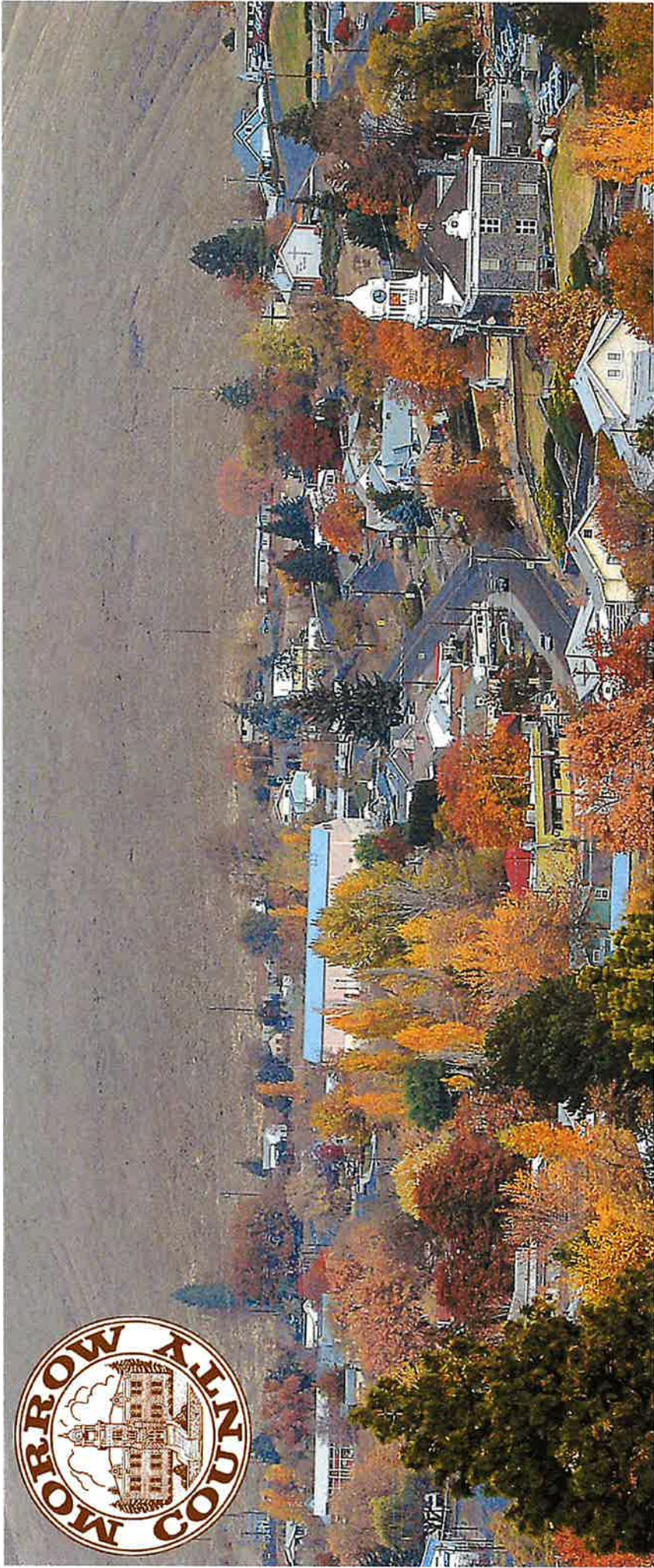
### CONCLUSION

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Transportation services play a key role in Morrow County, connecting its residents and visitors to the places they need to go locally and regionally. Most imminently, this document can serve as preparation for funding cycles, including STF and STIF plans, to begin implementing recommendations and enhancing transportation services. Beyond that, the recommendations are intended to provide conceptual guidance to be refined by MCPT and its partners as funding and partnership opportunities become available.

While this document provides prioritized strategies and examples of how these would specifically be implemented, the recommendations are a snapshot in time and may adjust to meet the changing needs of the region.





# Morrow County Coordinated Human Services Public Transportation Plan (CTP)

Board of Commissioners

August 17<sup>th</sup>, 2022



**KITTELSON**  
& ASSOCIATES








## Project Overview

Identify public transportation needs for people with disabilities, seniors, young people, individuals with lower incomes, individuals with limited English proficiency, and others who depend on public transportation services.

- Minimize duplication of services
- Identify gaps in services
- Identify unmet needs
- Prioritize strategies



# Tasks and Timeframes

2022	
 1 – Project Initiation and Management	Throughout
 2 – Existing Conditions	March - April
 3 – Evaluation of Former Plan Recommendations	April
 4 – Public Outreach	Throughout
 5 – Identify Transportation Needs, Strategies, Prepare Implementation Plan	June - July
 6 – Updated Coordinated Human Services Transportation Plan	June - August
 7 & 8 – Final Presentation & Final Deliverables	July - September

# Existing Providers

## Local Public Transportation Service

- The Loop - Dial-a-ride, countywide
- Kayak Public Transit - Fixed-route, service into Irrigon twice a day
- Transit Facilities - Bus storage in Heppner, Boardman, and Irrigon

## Neighboring Transportation Service

- Greyhound – Regional transportation service
- Grant County – Prairie City – Walla Walla via Umatilla County
- City of Hermiston – WORC and senior transportation
- Gilliam County – Dial-a-ride
- Wheeler County – Dial-a-ride

## Client-Based Transportation Service

- CareVan (Good Shephard Health Care System) - NEMT
- Columbia River Community Health Services - NEMT
- CAPECO - NEMT
- Transportation Solutions - NEMT
- Employment Transportation – Independent Transport, Atkinson Staffing, MJ's Labor

# Existing Providers

## Other Transportation Service

- Taxis
- Umatilla-Morrow County Headstart – youth bus services through Oregon Child Development Coalition
- Mid Columbia Bus Company – school transportation, occasional charters

## Rail Facilities

- Rail Freight Facilities – Union Pacific Railroad, generally along I-84
- Passenger Rail Facilities – No current service

## Airport Facilities

- Lexington-Morrow County Airport – mostly agricultural spraying, but can do small general aviation
- Port of Morrow Airport Facility – mostly corporate jets, light general aviation
- Life Flight – Pioneer Medical Hospital

# Goals

Provide improved service to meet the needs of all community members, with a focus on those reliant on public transportation



Provide reliable transportation options for health-supporting destinations



Improve marketing of services and education across transportation service areas



Pursue stable funding sources to maintain and lower transportation costs to the public



Recruit and retain staff to be able to provide reliable services



Provide reliable transportation options for economic opportunities



# Needs



Provide local and regional connectivity for transit-dependent groups, especially in Heppner, Boardman, and Lexington, which have high percentages of people with disabilities, people experiencing poverty, racially diverse populations, and zero vehicle households



Enhance services for populations in unincorporated areas and communities not connected to the existing system, in particular for elderly populations



Ensure reliable transportation for employment-based trips, especially for low-income populations



Maintain and enhance connections with other transportation providers



Better serve ridership on existing services

# Needs



Enhance transit facilities



Maintain and grow  
vehicle fleet to meet  
service needs



Stabilize costs and  
grow funding  
streams



Attract and retain staff,  
including drivers,  
maintenance, supervisors,  
and administration



## Evaluation Criteria (1/2)

- **Costs** – Roughly estimated costs considering the scale of implementation.
  - **\$**: Less than \$25,000 Annually
  - **\$\$**: \$25,000 to \$75,000 Annually
  - **\$\$\$**: Greater than \$75,000 Annually
- **Benefits** – Qualitative measure identifying expected outcome of the recommendation.
  - **+**: Allows for services to continue operating as-is, such as retaining a fleet and staff
  - **++**: Enhances services slightly to moderately, such as adding slight geographic area or service hours
  - **+++**: Enhances services substantially, such as adding new connections regionally

## Evaluation Criteria (2/2)

- **Difficulty of Implementation** – Considers whether the strategy can be implemented quickly and with little complication, beyond costs to implement.
  - **Low**: Infrastructure, staff, and other resources are already in-place
  - **Medium**: Some infrastructure, staff, and other resources are in-place, but more will need to be obtained
  - **High**: No infrastructure, staff, or other resources are in-place
- **Group(s) Served/Needs Met** – Considers how many of the following groups benefit from this strategy: Low-income populations, people with disabilities, youth, older adults, racial/ethnic minority, zero vehicle households, households with Limited English Proficiency, veterans, and employees.
  - : Fewer groups served/needs met
  - : Many groups served/needs met

# Evaluation Criteria: Routes and Services

Strategy	Cost	Benefit	Difficulty of Implementation	Group(s) Served / Needs Met	Resulting Priority
Implement and continue to monitor the Boardman – Port of Morrow Circular and Hermiston – Boardman Connector	\$\$\$	+++	Low	●	High
Refine, implement, and continue to monitor the Heppner – Boardman Connector	\$\$\$	+++	High	●	High
Refine, implement, and continue to monitor the Arlington – Boardman Connector	\$\$\$	+++	High	●	Medium
Begin on-demand shuttles to communities such as Heppner, Lexington, Lone, and other communities not connected to the fixed-route system.	\$\$	+++	Medium	●	Medium
Enhance service hours and/or number of vehicles operating at a time dial-a-ride services	\$\$	++	Medium	●	Medium
Promote and/or subsidize vanpools	\$	++	Medium	○	High
Enhance weekend dial-a-ride and/or future fixed-route service and later night/earlier morning service	\$\$	++	High	●	Low

# Evaluation Criteria: Transit Stops and Rider Facilities

Strategy	Cost	Benefit	Difficulty of Implementation	Group(s) Served / Needs Met	Resulting Priority
Enhance bus amenities throughout Boardman, Hermiston, and other locations that currently exist or are planned to connect with The Loop and Kayak Public Transit.	\$	++	Low	○	High
Implement transit centers and major bus stops with higher levels of amenities	\$\$\$	++	Medium	●	Medium
Consider the installation of wheelchair charging stations at transit stops	\$	+	Medium	○	Medium
Provide parking near stops	\$\$	+	Medium	○	Low

# Evaluation Criteria: Internal and Inter-Agency Coordination

Strategy	Cost	Benefit	Difficulty of Implementation	Group(s) Served / Needs Met	Resulting Priority
Establish regular coordination meetings with connecting providers	\$	+	Low	●	High
Conduct regular feedback sessions with staff	\$	+	Low	●	High
Coordinate with public and private providers to ensure access and eligibility	\$	+	Low	●	High
Continue to leverage local funds to obtain state and federal funds, such as the Rural Transportation Equity Program	\$	+	Low	●	High
Seek peer review to ensure competitive wages and benefits	\$\$	+	Low	●	Medium
Provide professional development/continuing education opportunities	\$	+	Low	●	High
Provide an employee recruitment/retention incentive program	\$\$	+	Low	●	High

# Evaluation Criteria: Marketing and External Information

Strategy	Cost	Benefit	Difficulty of Implementation	Group(s) Served / Needs Met	Resulting Priority
Expand marketing and partnerships via employers	\$	+	Low	○	High
Provide bilingual marketing materials at stops	\$\$	+	Low	○	High
Expand bilingual information and marketing program	\$\$	+	Low	○	High
Partner with local colleges to communicate availability of job openings	\$	+	Low	○	High
Promote rideshares	\$	++	Medium	●	Medium

# Evaluation Criteria: Technology

Strategy	Cost	Benefit	Difficulty of Implementation	Group(s) Served / Needs Met	Resulting Priority
Provide real-time vehicle arrival information	\$\$	++	Low	●	High
Seek ways to share trips across funding pools (5310, 5311, RVHT, HRTG, etc.) while maintaining separate ride records	\$	+	Medium	○	High
Improve fare payment options for transportation services that aren't free, including affordable options for low-income populations and students	\$\$	++	Medium	○	Medium

# Evaluation Criteria: Fleet and Facilities

Strategy	Cost	Benefit	Difficulty of Implementation	Group(s) Served / Needs Met	Resulting Priority
Obtain new vehicles	\$\$	++	Medium	●	High
Establish capital replacement plan	\$	+	Low	○	High
Investigate and pursue transition to alternative fuels	\$\$\$	++	High	○	Medium
Build bus storage and maintenance facilities to accommodate existing and future buses, such as the planning effort in Boardman	\$\$\$	+	Medium	○	High



# Funding Sources

- **Federal Transit Administration (FTA) Grants:** funds used to invest in enhancing public transportation to improve mobility and reduce congestion
- **State Special Transportation Funds (STF):** funds used to provide transportation services for seniors and people with disabilities
- **Statewide Transportation Improvement Fund (STIF):** funds used to expand access to jobs, improve mobility, and relieve congestion, with a special focus on low-income populations
- **HRTG and RVHT** – Veteran-based transportation grants
- **Private/Public Sponsorships:** funds from a private entity in return for providing a marketing venue for their business
- **STIP Enhance:** funds allocated to projects through a competitive grant application process
- **Multimodal Impact Fees:** fees focused on improvements to multimodal transportation options

# Funding Sources

- **ODOT Safe Routes to School Grant Program:** allocates funds to safety improvements that positively affect children's access to school
- **Transportation Options Program:** allocates funds to projects that connect people to transportation choices (walk, bike, transit, etc.)
- **Rural Transportation Equity Program:** allocated funds to support the transportation needs of underserved communities in rural areas
- In addition to these, roadway facility owners (cities, Morrow County, ODOT) can pursue walking and biking facility improvements through the following funds:
  - Surface Transportation Block Grants
  - State Highway Fund
  - Road Fund Serial Levy
  - Road Utility Fee
  - Vehicle Registration Fee
  - Local-Option Fuel Tax
  - Immediate Opportunity Funds
  - All Roads Transportation Safety (ARTS) General Fund
  - Transportation Development Tax
  - System Development Charges (SDC)
  - Local Improvement District (LID)
  - Tax Increment Financing
  - Urban Renewal Districts



# High Priority Strategies and Available Funding Pools

Strategy	Internal and Inter-Agency Coordination										Timeline			
	Section 5304	Section 5310	Section 5311	Section 5339	STF	STF	HRTG	RVHT	Private/Public Sponsorships	STIF Enhance		ODOT Safe Routes to School Grant	Transportation Options Program	Rural Transportation Equity Program
Establish regular coordination meetings with connecting providers	X	X	X	X	X	X	X	X	X					<2 yrs
Conduct regular feedback sessions with staff	X	X	X	X	X	X	X	X	X					0-5 yrs
Coordinate with public and private providers to ensure access and eligibility	X	X	X	X	X	X	X	X	X					0-5 yrs
Continue to leverage local funds to obtain state and federal funds, such as the Transit Equity Fund	-	-	-	-	-	-	-	-	-	-	-	-	-	0-5 yrs
Provide professional development/continuing education opportunities	X	X	X	X	X	X	X	X	X					0-5 yrs
Provide an employee recruitment/retainment incentive program	X	X	X	X	X	X	X	X	X					0-5 yrs

# High Priority Strategies and Available Funding Pools

Strategy	Section 5304	Section 5310	Section 5311	Section 5339	STF	STIF	HRTG	RVHT	Private/Public Sponsorships	STIF Enhance	ODOT Safe Routes to School Grant	Transportation Options Program	Rural Transportation Equity Program	Timeline
		X	X	X	X	X	X			X		X	X	X
Enhance marketing and partnerships via employers			X			X			X		X			0-5 yrs
Provide bilingual marketing materials at stops														
Establish bilingual information and marketing program	X	X	X		X	X			X		X	X	X	<2 yrs
Partner with local colleges to communicate availability of job openings		X	X		X	X			X			X	X	0-5 yrs

## Marketing and External Information

# High Priority Strategies and Available Funding Pools

Strategy	Section 5304	Section 5310	Section 5311	Section 5339	STF	STF	HRTG	RVHT	Private/Public Sponsorships	STP Enhance	ODOT Safe Routes to School Grant	Transportation Options Program	Rural Transportation Equity Program	Timeline
<b>Technology</b>														
Provide real-time vehicle arrival information	X	X	X	X	X	X	X	X	X	X				<2 yrs
Seek ways to share trips across funding pools (5310, 5311, VHRTH, etc.) while maintaining separate ride records		X	X		X	X	X	X	X					0-5 yrs
<b>Fleet and Facilities</b>														
Obtain new vehicles		X	X	X	X	X	X			X				0-5 yrs
Establish capital replacement plan	X	X	X	X	X	X								<2 yrs
Build bus storage and maintenance facilities to accommodate existing and future buses, such as the planning effort in Boardman		X	X	X	X	X			X					3-5 yrs

# Monitoring Program

## Annual Review of

### Performance Measures:

- . Capital costs
- . Operating costs
- . Annual rides
- . Revenue service hours
- . Rides per hour
- . Cost per hour
- . Number of deviation request denials (circular service)

## Less-Frequent Review of

### Performance Measures:

- . System ease of use
- . Walking and bicycling access

Questions?





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

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

The Morrow County Budget Committee has a vacancy for a member to serve a three-year term. This appointment is to fill a term effective July 1, 2022 to June 30, 2025.

The Morrow County residents interested in serving on the Budget Committee were encouraged to submit their letter of interest to the Finance Department no later than Friday, July 21 2022.

At the end of Friday, July 21 2022 the County had not received any letters of interest from a qualified candidate (per ORS 294.414, renumbered from 294.336).

On August 8, 2022, the County received a letter of interest from a qualified candidate.

Please review the attached letter of interest.

**2. FISCAL IMPACT:**

The selected Budget Committee member will be responsible for reviewing, making recommendations, and approving the annual budget for the County.

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

It is recommended, that the Board of Commissioners appoint the candidate to serve on the Morrow County Budget Committee for a three-year term, effective July 1, 2022 to June 30, 2025.

Attach additional background documentation as needed.

Kim Cutsforth  
PO Box 570  
Heppner, OR 97836  
(541) 980-3465

August 8, 2022

Kevin Ince  
Finance Director  
Morrow County

This letter is to inform you of my continued interest in serving on the Morrow County Budget Committee.

I have municipal budget experience. I have just completed a three-year term on the Morrow County Budget Committee. I have prepared the Willow Creek Park District Budget for over twenty years. I was the past Heppner City Manager and prepared the budget there for six years. I served as acting interim Morrow County Administrator in 2017. This time with the County allowed me to work with the department heads and to have a reasonable understanding of the workings of the County and the needs of the departments.

I recognize the commitment required for this position and I am willing to dedicate my time to this very important task. I hope that yourself and the Commissioners will consider me for this committee.

Sincerely

Kim Cutsforth



# AGENDA ITEM COVER SHEET

Morrow County Board of Commissioners

(Page 2 of 2)

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

Windwave Communications has applied for a permit to work in the county right-of-way. The project is approximately 4,000ft, with a vault placed every 1,000ft. Bulk package with 40 conduits to be installed on the west-side of the Bombing Range Rd, 35ft +/- from centerline. A minimum of four(4) feet from the top of surface.

## 2. FISCAL IMPACT:

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

Approve the Assistant Road Master and the Public Works Director to approve permit OTL.

\* Attach additional background documentation as needed.

Return to:  
**MORROW COUNTY PUBLIC WORKS**  
365 West Highway 74  
P.O. Box 428  
Lexington, Oregon 97839  
Phone: (541) 989-9500

APPLICATION #: OTL

COUNTY ROAD #: 490

ROAD NAME: Bombing Ramp Rd

**Applicant Mailing Address**  
Windwave Communications Attn: Wendy  
Name (Business Name, Attn: Name)  
P O Box 1390  
Mailing Address (Street/Post Office Box)  
Boardman, OR 97818  
City, State, Zip Code  
541-561-4428  
Phone Number

APPLICATION FEE:  
(CHECK ONE)  
 Private (\$50.00)  Utility Company (No Fee)

PAYMENT RECEIVED:  
08-04-2022 - \$0  
(Date Payment Received - Amount Received - Initials)

**APPLICATION FOR NECESSITY TO BUILD ON RIGHT OF WAY  
(Water, Gas, Communication Service Lines, Fixtures, Signs, and other Facilities)**

Please fill out this form completely in ink (Blue or Black) or type.

We, Windwave Communications 73500 Rupe Kennedy Road, Boardman 474  
(Name - Individual/Business) (Physical Address) (Work Order Number)  
hereby request permission either to locate within County Road right of way or cross  
Morrow County road Bombing Road at .75 miles from nearest  
(Name of County Road) (Miles)  
intersection with road Wilson Road W 13424 4 North 25 East  
(Name of County Road) (Section) (Township) (Range)  
E.W.M. with a Communication of 24" Center Line 25 feet distance  
(Water, Gas, Telephone Lines, ect.) (Dimensions) (Distance)  
from R/W line 4 ft depth of line or pipe, West and East X side of road.  
(Depth) (Note N, S, E, W)

As more particularly described by the attached sketch.

PERMITTEE AGREES TO TERMS AND CONDITIONS ON THE ATTACHED TWO PAGES

Page 1 W  
(Initial)

Page 2 W  
(Initial)

Additional Terms and Conditions to be noted here.

When work is completed call Morrow County Public Works Office for final inspection at (541) 989-9500.

PERMITTEE SIGNATURE: [Signature]  
(Signature of Authorized Permittee)

DATE: 8/4/2022  
(Date Signed)

State of Oregon  
County of Morrow  
This instrument was acknowledged before me on August 4, 2022  
by Thirza E. Kilgore  
Notary Public - State of Oregon

OFFICIAL STAMP  
THIRZA EILEEN KILGORE  
NOTARY PUBLIC-OREGON  
COMMISSION NO. 988658  
MY COMMISSION EXPIRES JUNE 25, 2023

Denied permit application may be appealed to the Morrow County Board of Commissioners

RECOMMENDED BY: \_\_\_\_\_  
(Assistant Road Master)

DATE: \_\_\_\_\_  
(Date Signed)

APPROVED BY: \_\_\_\_\_  
(Public Works Director)

DATE: \_\_\_\_\_  
(Date Signed)

ATTEST: \_\_\_\_\_  
(Morrow County Clerk)

## **TRAFFIC**

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

## **INSURANCE**

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

## **REPAIRS**

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

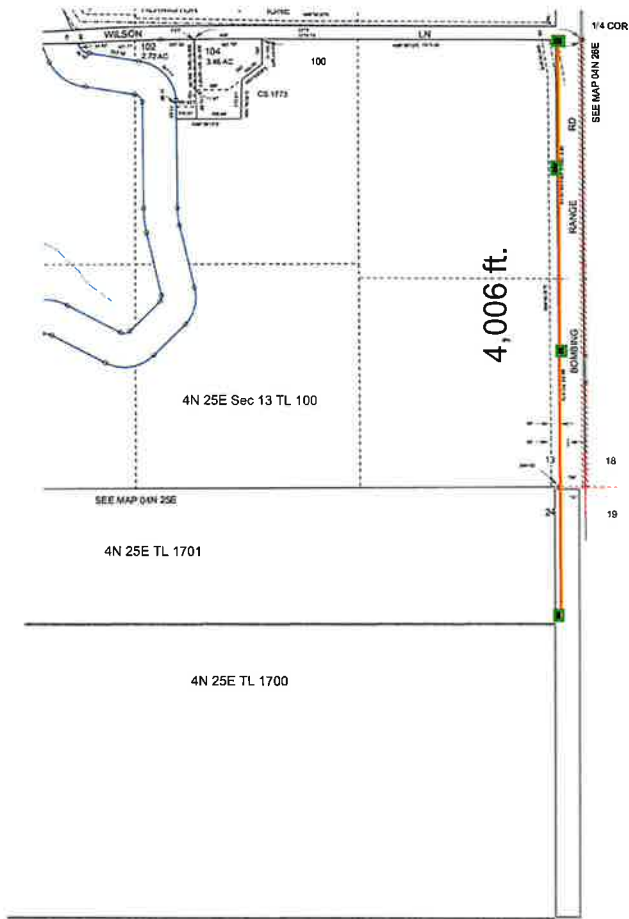
## **REMOVEAL, RELOCATION AND REPAIR**

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

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

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

*Permit # 072*



40 Conduit Bulk  
 Package  
 9x9 Vault (4)  
 35 feet from CL  
 Depending on existing  
 utilities  
 Bombing Range Road

Not to Scale

Project is approximately 4,000 ft, with a vault placed every 1,000 feet.

Bulk package with 40 conduits to be installed on the westside of the Bombing Range County Road, 35 feet +/- from Centerline. Existing road has a 150' right of way width





04N25E13

301

WATER

102

104

75' C/L

Fiber Installed 35' C/L

Fiber  
Vaults

100

Morrow County

3405

1701

04N25E



13

Morrow County

Fiber ———  
Vaults ■

3407

3405



Fiber  
Vaults

Morrow County

1701

04N25E

3416



UNITED STATES ENVIRONMENTAL PROTECTION AGENCY

REGION 10

1200 Sixth Avenue, Suite 155  
Seattle, WA 98101

ENFORCEMENT &  
COMPLIANCE  
ASSURANCE DIVISION

Reply To: 20-C04

**RETURN RECEIPT REQUESTED**

Ms. Rachael Banks, MPA  
Public Health Director  
Oregon Health Authority  
500 Summer Street Northeast, E-20  
Salem, Oregon 97301

Ms. Leah Feldon  
Deputy Director  
Oregon Department of Environmental Quality  
4026 Fairview Industrial Drive Southeast  
Salem, Oregon 97302

Mr. Lauren Henderson  
Deputy Director  
Oregon Department of Agriculture  
635 Capital Street Northeast  
Salem, Oregon 97301

Re: January 16, 2020, Petition to EPA for Emergency Action Pursuant to Safe Drinking Water Act Section 1431 to Address Nitrate in the Lower Umatilla Basin in North Central Oregon

Dear Ms. Banks, Ms. Feldon and Mr. Henderson:

This letter continues communications between the U.S. Environmental Protection Agency (EPA or "Agency") and Oregon Health Authority (OHA), Department of Environmental Quality, and the Oregon Department of Agriculture regarding nitrate contamination in drinking water in the Lower Umatilla Basin (LUB), Oregon and specifically Oregon's strategy to protect residents from associated health impacts. We appreciate your continued willingness to coordinate with EPA, including your July 7, 2022 letter, which provided additional information about nitrate sources and, most pertinent to this letter, outlined your plan to ensure safe drinking water for LUB residents as soon as possible.

As EPA previously conveyed, the Agency supports the general framework of Oregon's plan to mitigate health risks from nitrate-contaminated drinking water, as set forth in the *State of Oregon Workplan: Protecting Public Health from Nitrate Exposure in the Lower Umatilla Basin Ground Water Management Area* ("Workplan"), dated December 22, 2021 and in your July 7<sup>th</sup> letter. The Workplan states that Oregon will conduct outreach and education regarding nitrate contamination in the LUB Groundwater Management Area (GWMA); perform a detailed hazard

assessment; offer free drinking water testing; and provide alternative water, where necessary. EPA is encouraged that Oregon has expedited its implementation of the Workplan. Specifically, OHA secured interim funding so that implementation will begin this summer; obtained authorization to request funding from the Oregon Legislative Emergency Board in September 2022; and is developing a comprehensive funding request for the 2023 Oregon Legislative Assembly. However, the Workplan and subsequent correspondence lack sufficient detail for EPA to evaluate whether your proposed actions will timely and adequately ensure safe drinking water for all LUB residents. To help confirm that Oregon's response action will address the immediate public health risks and to ensure it is adequately funded, below EPA has identified criteria we believe critical for an effective drinking water response action in the LUB. Hopefully this information will be helpful as you prepare for your upcoming presentations to the state Legislature.

EPA considers that an adequate response plan to address the immediate health risks in the LUB must include the following minimum components:

1. **Coordination** – An effective response plan includes a communication plan that identifies how information and responsibilities will be shared among the Oregon Governor's Office, state agencies, Umatilla and Morrow Counties and any private businesses or local utilities that have volunteered or been required to act, so that each entity's efforts serve a singular and coordinated response.
2. **Identification of Impacted Residences** – The hazard assessment, in part, should identify each residence that obtains drinking water from a private well in the LUB GWMA.
3. **Education and Outreach** – Public education and outreach should be conducted in a form and manner reasonably calculated to reach all impacted LUB residents and consistent with analogous requirements and suggestions for Tier 1 public notice set forth in *EPA's Revised Public Notification Handbook*, EPA 816-09-013, March 2010 ("Handbook"). For example, EPA recommends that the state's efforts include, as components of a comprehensive public outreach plan, (a) increased visibility and accessibility of information (*e.g.*, in all appropriate languages) regarding nitrate contamination on state and local government websites and (b) a program by which the state coordinates with local health care providers to distribute information regarding nitrate contamination to LUB residents that are particularly vulnerable to the associated health risks (*e.g.*, homes with formula fed infants). Additional public outreach methods set forth in the Handbook, such as broadcast media, should also be utilized as appropriate. Each component of the broad public outreach plan should include, among other analogous public notice elements listed in the Handbook, clear instruction for private drinking water well users to request free drinking water testing. By documenting responses to the public notices and requests for drinking water testing, Oregon should measure its progress in contacting all private well users that were identified in the hazard assessment. For those private well users identified in the hazard assessment that do not respond to public notices, Oregon should attempt personal communications, such as visits to individual residences.

4. **Drinking Water Testing** – An effective response plan provides laboratory analysis of a drinking water sample from the residence of any private well user in the LUB that requests testing, unless a nitrate test strip demonstrates that the nitrate concentration of the well is below 5 mg/L. Testing should be provided at no cost to LUB residents.
5. **Provision of Alternate Water** – Alternate drinking water should be offered to each residence where the drinking water sample exceeds the federal maximum contaminant level (MCL) of 10 mg/L nitrate based on laboratory analysis. Alternative water should be provided as needed for drinking, cooking, maintaining oral hygiene and dish washing at no cost to the resident and in a manner that minimizes the burden on the impacted resident to obtain safe drinking water, such as reverse osmosis (RO) treatment units, water delivery services or connection to a public water system. To the extent certain LUB residences will be connected to a public water system, they should receive alternate water until construction is completed. Residences provided RO treatment units should be offered regular maintenance at no cost to the resident. The alternate water supply and any necessary maintenance shall be made available to the impacted resident until sampling shows that nitrate concentrations in their private well no longer exceed the MCL.
6. **Public Records** – An effective response plan maintains and regularly publishes records such that LUB residents and the general public can better understand the scope and severity of nitrate contamination in the LUB and measure Oregon’s progress in implementing its response plan. Information important for public review includes (a) the number and general location of private drinking water wells in the LUB GWMA; (b) quantitative data regarding Oregon’s public outreach efforts and the responses received, including the number of residences that responded to public notices and the number of residences that received and responded to personal communications; (c) the number of residences that requested and were provided drinking water testing and the results; (d) the number of residences that were offered and accepted alternate drinking water, specifying the method of water delivery; (e) quantitative data regarding efforts to regularly maintain RO treatment units; and (f) groundwater monitoring results from the LUB GWMA Well Network and synoptic sampling events, as they occur. In making this information available, Oregon should implement precautions to ensure that LUB residents’ personally identifiable information is kept confidential.
7. **Communication with EPA** – EPA requests that Oregon provide progress reports to EPA that (a) describe actions taken during the previous quarter to address the immediate health impacts of nitrate contamination; (b) identify major accomplishments and issues that arose; (c) describe actions planned for the next quarter; and (d) describe any problems or delays encountered and the solutions implemented to address them. As Oregon requests funding and initiates implementation of the Workplan in 2022 and 2023, EPA will benefit from quarterly progress reports. Less frequent progress reports may be appropriate as implementation continues. Additionally, EPA requests that Oregon designate a point of contact for ongoing coordination between EPA and the state regarding Workplan implementation and that the point of contact schedule recurring meetings coinciding with the progress reports.

Certain LUB residents may continue to consume water that exceeds the MCL for nitrate if, for example, the resident does not respond to outreach attempts; nitrate concentrations fluctuate and an individual well does not demonstrate an exceedance when testing is performed; or a resident moves to the LUB after initial public outreach efforts but before nitrate concentrations in groundwater fall below the MCL. Accordingly, the success of Oregon's response plan depends on the state's willingness and ability to sustain public outreach, testing, and alternative water supply for so long as nitrate concentrations in LUB groundwater remain elevated. The need to inform and protect LUB residents from nitrate contamination and its potential health risks will remain even after completion of initial outreach efforts in 2022 and 2023.

EPA recognizes that the burden to ensure safe water for LUB residents is placed more appropriately on the sources in the LUB that contribute excess nitrate to groundwater. EPA expects the state to hold nitrate sources accountable by requiring them to assume some of the responsibilities set forth above and, more importantly, to change their practices to reduce the amount of nitrate they discharge to groundwater in order to protect the health of their employees and neighbors. The state possesses various tools to effect reductions in nitrate concentrations, such as the authority to implement the Clean Water Act's National Pollutant Discharge Elimination System (NPDES) program, including the development and enforcement of individual NPDES permits for industrial discharges and the Oregon Concentrated Animal Feeding Operation NPDES General Permit. Use of such tools will be required, since reliance on voluntary best management practices has resulted in increasing nitrate trends since the Groundwater Management Area's first Action Plan in 1997. Recurring meetings between EPA and the state, as requested above, will include discussion of the state's efforts and progress in implementing the changes necessary to mitigate nitrate sources. If EPA observes a reluctance to require that sources implement necessary changes, EPA will consider increased federal intervention, including use of its emergency authorities in Section 1431 of the Safe Drinking Water Act, to lessen sources' contributions of nitrate to groundwater.

As we have previously expressed, EPA appreciates your continued engagement and your efforts to address the complex groundwater contamination problems in the LUB. The Agency will continue to closely monitor the situation and continues to assess options for additional Agency intervention if necessary. Please inform us of the results of your upcoming funding requests. In the interim, if you wish to discuss any portion of this letter, including the minimum components of an adequate response plan set forth above, please do not hesitate to contact me at [kowalski.edward@epa.gov](mailto:kowalski.edward@epa.gov) or (206) 553-6695 or your staff may contact Jeff KenKnight, at [kenknight.jeff@epa.gov](mailto:kenknight.jeff@epa.gov) or (206) 553-6641. I look forward to additional coordination with you as you begin to implement your plans to protect LUB residents.

Sincerely,

**EDWARD  
KOWALSKI**

Digitally signed by  
EDWARD KOWALSKI  
Date: 2022.07.29  
11:23:39 -07'00'

Edward J. Kowalski  
Director



## PLANNING DEPARTMENT

PO Box 40 • 205 Third Street NE  
Irrigon, Oregon 97844  
(541) 922-4624

### PUBLIC NOTICE

August 10<sup>th</sup>, 2022

Dear Adjoining Landowners, Public Agencies and Interested Parties:

Under provisions of the Morrow County Zoning Ordinance you are an "adjoining landowner," public agency or interested party who may have interest in the land use hearings listed on the attached Public Notice.

The Morrow County Planning Commission will hold a public hearing on Tuesday, August 30<sup>th</sup>, at 7:00 p.m. at the Bartholomew Building located at 110 North Court Street in Heppner, OR 97836, in the Upper Floor Conference Room. For information on remote meeting participation via Zoom please visit the Planning Department website <https://www.co.morrow.or.us/pc/page/morrow-county-planning>

A copy of the Preliminary Findings of Fact for each application will be available on Friday, August 19<sup>th</sup>, 2022 The Planning Commission meeting materials will be available on our website at <https://www.co.morrow.or.us>.

If you would like a paper or email copy of the application materials or if you have information or concerns that you would like to share, please contact our office. You are invited to participate in the Planning Commission hearing on August 30<sup>th</sup>, 2022 or submit written comments prior to or during the hearing.

If you wish to be advised of the results of the hearings please call the office at (541) 922-4624 or email Tamra Mabbott at [tmabbott@co.morrow.or.us](mailto:tmabbott@co.morrow.or.us); Stephen Wrecsics [swrecsics@co.morrow.or.us](mailto:swrecsics@co.morrow.or.us); or Stephanie Case [scase@co.morrow.or.us](mailto:scase@co.morrow.or.us).

Cordially,

Tamra Mabbott

Planning Director

Enclosures: Public Notice

Map



**PUBLIC NOTICE  
MORROW COUNTY LAND USE HEARING**

**THE MORROW COUNTY PLANNING COMMISSION** will hold the following hearings of public interest on Tuesday, August 30, 2022, at 7:00 p.m. at the Bartholomew Building located at 110 N. Court Street, Heppner, 97836. For information on meeting participation via Zoom please visit the Planning Department website. <https://www.co.morrow.or.us/pc> and click on Agenda and the Zoom link will be located within the agenda dated for this hearing.

**Conditional Use Permit CUP-N-356-22: Vance Dairy Construction, Applicant and Threemile Canyon Farms, Owner.** The property is described as tax lot 100 of Assessor's Map 3N 23E and tax lot 110 of 4N 23E. The property is zoned Exclusive Farm Use (EFU) and is located approximately 10 miles southwest of Boardman on Sim-Tag Road. Request is to approve a concrete batch plant. Criteria for approval includes Morrow County Zoning Ordinance (MCZO) Article 3 Section 3.010(C)(14) and Article 6 Sections 6.020 – 6.040 and 6.050(I).

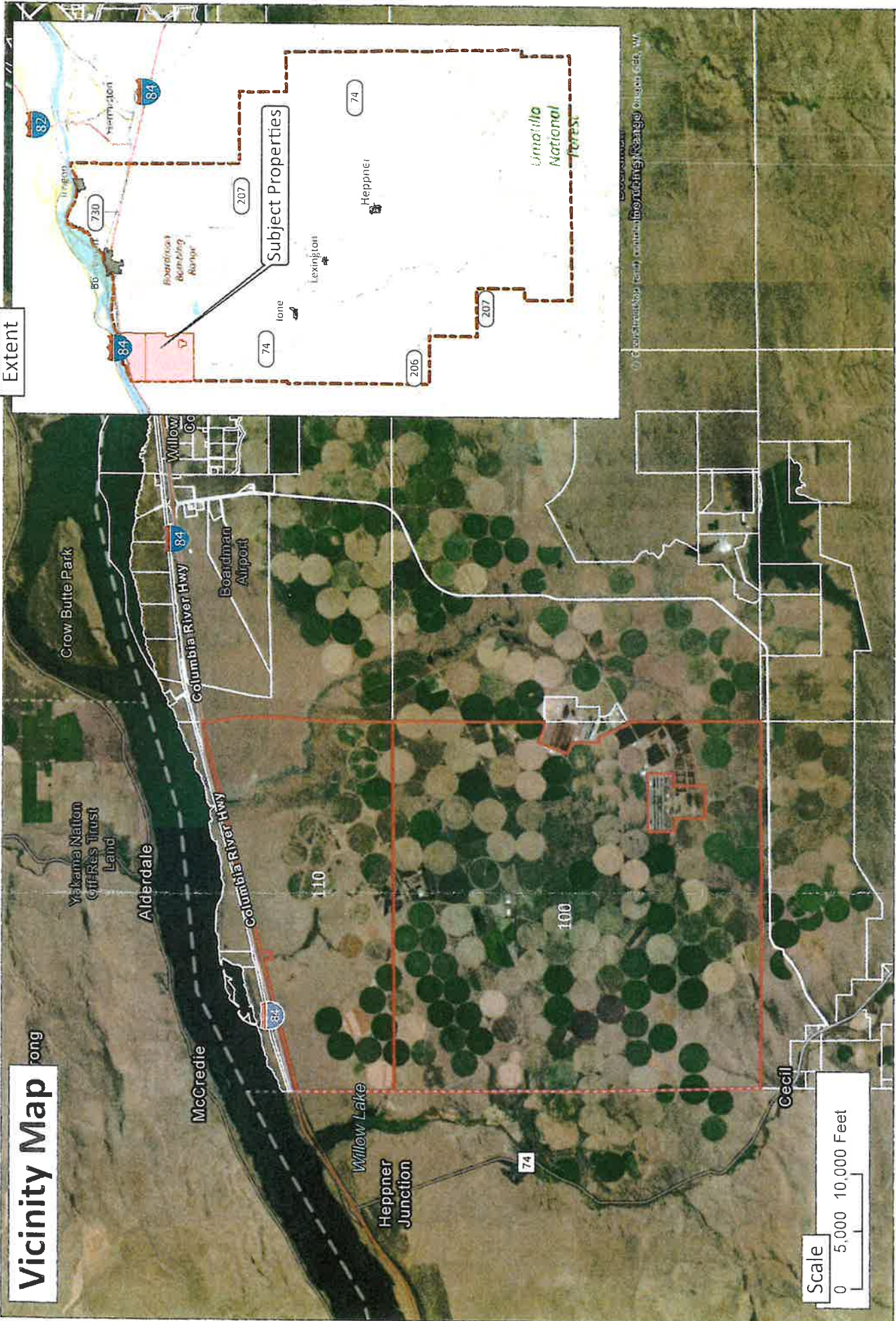
**Conditional Use Permit CUP-N-355-22 and Comprehensive Plan Amendment AC-140-22: OneEnergy Development, LLC., applicant, and Madison Ranches Land 4, LLC., owner.** The properties are described as Tax Lots 1701, 1101, 1400, and 1401 of Assessor's Map 3N 27E. The properties are zoned EFU and located between the Boardman Bombing Range and Highway 207, approximately 6-miles southwest of the intersection of I-84 and I-82. Request is to allow the construction and operation of a 74-Megawatt Photovoltaic Solar Array with optional battery storage. Approval criteria for the Comprehensive Plan Amendment (AC-140-22) includes Morrow County Zoning Ordinance (MCZO) Article 8 Amendments, ORS 197.732 and OAR 660-033-0130(38) for the exception to Statewide Planning Goal 3 Agricultural Lands to allow a solar development on up to 600-acres in the EFU zone. Criteria for approval for the Conditional Use Permit (CUP-N-355-22) includes the MCZO Article 3 Section 3.010 EFU and Article 6 Conditional Uses.

This is the first of at least one hearing with the final decision being issued by the Planning Commission for CUP-N-355-22. This is the first of at least two public hearings with the final hearing before the Board of Commissioners for AC-140-22. Opportunity to voice support or opposition to the above applications or to ask questions will be provided. Failure to raise an issue in person or by letter or failure to provide sufficient specificity to afford the decision maker an opportunity to respond to the issue precludes appeal to the Land Use Board of Appeals based on those issues.

Copies of the staff report and all relevant documents will be available on or before August 23, 2022. For more information, please contact Tamra Mabbott, Stephen Wrecsics or Stephanie Case at 922-4624 or by email at [swrecsics@co.morrow.or.us](mailto:swrecsics@co.morrow.or.us) ; [scase@co.morrow.or.us](mailto:scase@co.morrow.or.us) and [tmabbott@co.morrow.or.us](mailto:tmabbott@co.morrow.or.us)

DATED this 4<sup>th</sup> day of August 2022  
MORROW COUNTY PLANNING DEPARTMENT  
Publish Date: EO – August 9, 2022; GT - August 10, 2022

# Vicinity Map



**CUP-N-356-22**  
 Threemile Canyon  
 Farms  
 3N 23E TL110

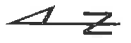
## Legend

- Taxlot
- Taxlot selection



Date Saved: 7/17/2022 10:18 AM

Cartography By: Stephen Wreccics  
 Morrow County Planning Department  
 Coordinate System: NAD83 Oregon GIC - Lambert ft  
 Datum: North American 1983  
 Projection: Lambert Conformal Conic



Click [here](#) if you are having trouble viewing this message.



## ENERGY FACILITY SITING COUNCIL

### Energy Facility Siting Council Meeting August 29-31, 2022

The agenda for EFSC's next regularly-scheduled meeting is [now available online](#).

#### Meeting Details:

- **Monday, August 29 at 4 p.m.**
- **Tuesday, August 30 at 8 a.m.**
- **Wednesday, August 31 at 8 a.m.**

The public meeting will be held virtually via Webex and in person at Eastern Oregon University's Gilbert Event Center in La Grande, OR. More details, including information on how to join the meeting and other meeting materials can be found on the Oregon Department of Energy's website: [Energy Facility Siting Council Meetings](#)

ODOE strongly recommends joining the Webex meeting online, if possible. When you join, please use your full name so it is easier to identify attendees and manage public comments. Public participants will be in listen-only mode, but can use the Webex tool to "raise your hand" to share public comments.

Or join Webex meeting by phone. Phone participants will be in listen-only mode. To notify the host you if wish to make comment, press \*3 to raise your hand. Council will also offer an opportunity for phone participants to provide comments.

#### WebEx Resources:

[WebEx Meeting Instructions](#)

[WebEx How to Raise Your Hand](#)

#### Questions About the EFSC Meeting:

Nancy Hatch

Oregon Department of Energy

550 Capitol St. NE

Salem, OR 97301

503-428-7905

[Nancy.Hatch@energy.oregon.gov](mailto:Nancy.Hatch@energy.oregon.gov)

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**Oregon Department of Energy**  
***Leading Oregon to a safe, equitable, clean, and sustainable energy future.***

The Oregon Department of Energy helps Oregonians improve the energy efficiency of their homes, provides policy expertise to prepare for Oregon's future energy needs, staffs the Energy Facility Siting Council, provides technical and financial assistance to encourage investments in energy efficiency and renewable energy resources, promotes the cleanup of the Hanford nuclear site, and ensures state preparedness to respond to emergencies at energy facilities.



AskEnergy@oregon.gov | 503-378-4040 | 550 Capitol St. NE in Salem  
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thank  
you

## Board of Commissioners

We wanted to take a moment to thank-you for the thoughtfulness and kindness. With the economy changing and prices hitting everyone hard you all took action to help your current Morrow County Staff Members. Please know this has not gone unnoticed or unappreciated.

Thank-you!

Morrow County  
Planning Staff.

\*We appreciate  
you ALL.