MORROW COUNTY BOARD OF COMMISSIONERS MEETING AGENDA

Wednesday, September 21, 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: September 14, 2022; June 9, 2022; June 28, 2022
- c. Oregon Health Authority Intergovernmental Agreement #169524 Amendment #5
- d. Public Health Contract with Local Provider for Family Planning Services

5. Business Items

- a. Winter Water Storage Project Lower Willow Groundwater Recharge Project (Kevin Payne, SWCD) (Commissioners Lindsay)
- b. Second Reading, Ordinance No. ORD-2022-3: Updating the Subdivision Ordinance and Article 9 (Stephanie Case, Planner II)
- c. Second Reading, Ordinance No. ORD-2022-4: Updating the Morrow County/Port of Morrow/City of Boardman Interchange Area Management Plan (Tamra Mabbott, Planning Director)
- d. Reimplement OpenGov, Resolution No. R-2022-17 In the Matter of Transfer of Appropriations for Fiscal Year Beginning July 1, 2022 (Kevin Ince, Finance Director)
- e. The Loop & GOBHI Service Agreement Update 2022
- f. Request to Purchase/Order one demand response vehicle Minivan (Katie Imes, Transit Manager)
- g. Road Committee Member Appointments (Sandi Pointer, Public Works Management Assistant)
- h. Rock Crushing Fee Increase Request (Eric Imes, Public Works Director)
- i. Road Improvements in West Glen Subdivision (Eric Imes, Public Works Dir.)

6. Old Business

a. Road Use Agreement with Amazon Data Services (Eric Imes, Public Works Dir.)

b. Administrator Job Description

7. Department Reports

- a. Planning Department Monthly Report (Tamra Mabbott)
- b. Treasurer's Monthly Report (Jaylene Papineau, Treasurer)
- 8. Commissioner Liaison Reports
- 9. Correspondence
- **10.** Commissioner Reports
- 11. Signing of documents
- 12. Adjournment

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

The meeting location is accessible to persons with disabilities. A request for an interpreter for the hearing impaired or for other accommodations for persons with disabilities should be made at least 48 hours before the meeting to Karen Wolff 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

1 ASS WORD. 77050	https://zoom.us/j/5416762546	PASSWORD: 97836	Meeting ID: 541-676-2546
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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 June 9, 2022 Bartholomew Building Upper Conference Room Heppner, OR 97836

Present In-Person Chair Jim Doherty Roberta Lutcher, Executive Assistant

Online Commissioner Melissa Lindsay

Excused Commissioner Don Russell

Call to Order, Pledge of Allegiance: 3:00 p.m.

Chair Doherty provided background on water quality. In our Comprehensive Plan the County is tasked with water quality. Working with State agencies to ensure that nothing ever interferes or adversely affects our water quality.

While attending a variety of meeting recently, Chair Doherty became very aware that everyone at the meetings looked just like him. He believes that many of the people most affected by the water issues may be minorities. Anna Pinyero from Public Health assisted Chair Doherty in going out to areas outside of the current mapping. Tested from Bombing Range Road to Tower Road, outside of the incorporated cities. The results were beyond alarming.

The State suggested including the Emergency Management Department. 68 of the 70 wells tested high enough to be concerning. The Health District asked why this has not been declared an emergency. Public Health and Emergency Management were brought on board, and that is why we are having a meeting today.

Paul Gray, Emergency Management Director, said that in order to get State funding help, we have to do an Emergency Declaration. Some of the wells were five (5) times more than the acceptable level. This can cause quite a few health issues. Pregnant women and infants up to six (6) months especially can be adversely affected by this.

Chair Doherty asked Mr. Gray if the Emergency Declaration for COVID and the wind storm not long ago, opened the doors to funding, procurement, and cost recovery. Mr. Gray said yes, the Emergency Declaration helps us get more support from the State and shortens the procurement process.

County Counsel explained that he has prepared examples of potential Orders. The time frame lasts through the end of this year.

Morrow County Board of Commissioner Meeting Minutes June 9, 2022 Page 1 | 3 Chair Doherty moved to approve the second version as prepared by County Counsel: An Order Declaring a Local State of Emergency In Morrow County Oregon Order No. OR-2022-7.

Commissioner Lindsay would like more discussion. Commissioner Lindsay would like to table for five minutes, but does not want to go on the record as opposing.

Commissioner Lindsay likes option 2. She is a fan of the Emergency Declaration. What do we gain by doing this today as opposed to waiting until the next regularly scheduled meeting? The safe drinking water of our constituents is #1. The other issues are #2.

Chair Doherty said it was not brought to the Board yesterday because of the need for appropriate notice. Chair Doherty was on a video meeting recently with 37 State Agencies who were leaning in to provide assistance. They are anxious to provide support.

Mr. Gray has bottled water arriving tomorrow and they are trying to get water distribution trailers brought in. Also trying to get State help on testing. This is for rural wells, not City water, in the Lower Umatilla Groundwater area. That is what we will get immediately if this is approved today.

Tim Seymore, Oregon Office of Emergency Management (OEM) Regional Coordinator for Eastern Oregon said OEM is pushing to support Morrow County in any way they can. By declaring a State of Emergency today, Morrow County is in essence saying this issue is a top priority and OEM needs to lean forward and support Morrow County. If the State of Emergency is not declared today, OEM will pump the brakes a little and wait for Morrow County's lead.

Shelley Wight, Oregon Department of Human Services-Office of Resilience and Emergency Management, Social Service Emergency Liaison said they are here as support. She works in the shelter, food, and water division and they are here to support any identified needs.

Commissioner Lindsay said she wants to retain local teamwork and not have the State step in. Is there any risk that we will give up that control? Paul said that in Emergency Management everything starts and ends at the local level. State and Federal resources are support to Morrow County.

Chair Doherty said he received a call from Governor Brown who said to let them know what they can do to help. She did not say they would come run our county.

Commissioner Lindsay asked Chair Doherty why he voted against the last two COVID Emergency Declarations. Chair Doherty said he was not sure the last Declarations rose to the level of a true emergency. He believes this is a true emergency.

Chair Doherty reviewed the comments in the online chat and responded to each.

Commissioner Lindsay seconded the motion for discussion.

Commissioner Lindsay said she is going to respect the opinions of the professionals in the room and support an action that could benefit the residents of the county in obtaining clean water.

Chair Doherty reviewed more online comments and responded.

Mr. Gray explained that this is not just about short-term about getting water distributed. This is also about getting testing with the help of the State and filter systems put into homes. This is long-term in the recovery aspect.

Commissioner Lindsay pointed out that we are not handing any control over to the State. It is doing the opposite.

Vote: Chair Doherty Aye. Commissioner Lindsay Aye. Commissioner Russell excused.

Adjourn 3:50 p.m.

Morrow County Board of Commissioner Meeting Minutes June 9, 2022 Page 3 3

Morrow County Board of Commissioners Meeting Minutes September 14, 2022 Bartholomew Building Upper Conference Room Heppner, OR 97836

Present In-Person

Chair Jim Doherty Commissioner Melissa Lindsay Commissioner Don Russell Karen Wolff, Staff Zach Williams, County Counsel

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

City and Citizen Comments:

Kip Krebs, Krebs Sheep Company

Kevin Payne, Soil & Water Conservation District

Mr. Krebs explained he is working on a Winter Water Storage Project. The water can only be stored and used from where Rhea Creek meets Willow Creek on out to the Columbia River. There are 480 acres in Gilliam County and 1692 acres in Morrow County currently in the project, with 2172 acres of water available. He has talked to seventeen (17) large and small acreage landowners and water users who support the project.

They are asking for matching funds for an Oregon Water Resources Department (OWRD) feasibility study.

Commissioner Lindsay asked cost of the study. Mr. Payne said \$8,500 through Anderson Perry as the contractor. There is a 1-1 match for the actual project. There will be a need for \$25,000 from both counties, plus the \$8,500. They will be looking for help after the study to pay for the installation.

Mr. Krebs said he will be addressing Gilliam county nest week. Mr. Payne explained the application is due November 2, 2022

The Commissioners asked to have it brought back next week on the regular agenda.

Ken Brown, Boardman Fire & Rescue Said he went through all the hoops to get on the agenda and still not there.

Chair Doherty explained that we have a mediator coming in to meet with the Morrow County Health District and Boardman Fire & Rescue Department. Chair Doherty asked to give peace a chance.

Mr. Brown agrees with having the mediator. He is asking about licensing an ambulance. Chair Doherty says it is part and parcel. Mr. Brown said they can not run the ambulance until the ASA approves it. Licensing takes awhile.

Morrow County Board of Commissioners Meeting Minutes September 14, 2022 Page 1|5 Chair Doherty would like to wait until after the first mediator meeting.

Commissioner Russell said the idea was to have an independent expert come in and help tamp down the friction that has developed. Commissioner Russell wants to hear the expert in this area, who has worked with ASAs and all 36 counties, to tell us what is the best path forward.

Commissioner Russell said there is a meeting Friday, September 23, at BMCC, a neutral site. The mediator provided 36 people she wants to have invited. This is not Commissioner Russell's list. Zoom will also be an option. Meeting will be about $1\frac{1}{2}$ hours. Give her a chance.

Commissioner Lindsay said she is tired of the chaos. She is asking all parties to let the mediator do their job. Please let the process work.

Commissioner Russell said that there is a board member from the Health District in the room and they are shaking their head in agreement.

Commissioner Russell said the ultimate goal is customer care. Commissioner Lindsay agreed. Chair Doherty agreed.

Open Agenda:

Commissioner Russell added Use of County Credit Cards.

Consent Calendar:

Commissioner Lindsay moved to approve the Consent Calendar as presented consisting of Accounts Payables. Minutes, and ASA Mediation Contract with Elizbeth Heckathorn.

Commissioner Russell said he looked at Chair Doherty's invoices that were questioned last week. All is in order.

Commissioner Russell seconded the motion to approve the Consent Calendar as presented. Unanimous approval.

Business Items

Tower Solar Brian Walsh, Avangrid Renewables, Director, Development – WEST online.

Mike Gorman, Assessor/Tax Collector said he is waiting for a response from the Department of Revenue regarding any limitations on how monies from the PILOT (Payment-In-Lieu-Of-Taxes) Program may be spent.

Mr. Gorman explained that Justin Nelson, County Counsel reviewed and revised the agreement. Mr. Gorman had some revisions as well.

Chair Doherty explained that we have established a policy that the other party signs first and then the Commissioners sign. The document is not ready to send to Avangrid for signature.

Morrow County Board of Commissioners Meeting Minutes September 14, 2022 Page 2|5 Commissioner Russell said we have a couple of rates in the PILOT program. We need to decide the rate. The current agreement has \$7,000 per megawatt if they have battery storage and \$6,250 per megawatt if no battery storage.

Chair Doherty moved to approve the substantive contract as presented for the PILOT Tax Exemption Program for Tower Solar with the payments of \$7,000 per megawatt if they have battery storage and \$6,250 per megawatt if no battery storage for a term of 15 years with the option to extend for another 5 years, pending signature from Avengrid. Commissioner Lindsay seconded.

Commissioner Lindsay explained that she thinks \$7,000 per megawatt is too low and has worked at the State level for a change. She does not agree fiscally to the variable rate for an even lower amount, as in the current contract.

Commissioner Russell Aye. Chair Doherty Aye. Commissioner Lindsay no. Motion carries 2-1.

Mr. Walsh thanked the Board.

ECHO Solar

Jeff Fox, VP, Land & Community Affairs, Gallatin Power Partners

Chair Doherty explained that a month ago we had a presentation from ECHO Solar. They would like a PILOT Tax Abatement Program. Chair Doherty said this one includes battery storage and a 20-year term. Larger project. Not dissimilar.

Mr. Fox said the project is the early stage. They are just starting permitting with EFSC (Energy Facility Siting Council). Start construction end of 2024, completed 2026.

Mr. Fox said they are seeking a 20-year agreement. When additional phases are brought in, they will not extend the agreement. They are proposing energy storage and the maximum payment per megawatt that is allowed in program. They would like to make the agreement effective when commercial operation begins.

Chair Doherty said his ask is to have Mr. Gorman and County Counsel to work together and bring a clean copy back.

Commissioner Russell declared he has a Potential Conflict of Interest due to his financial interest in a company named Windwave, a provider of fiber optics, as advised by the Ethics Commission. As far as he knows, there is no contract and as far as he knows there is no discussion between Windwave and ECHO Solar. He will continue to participate, but has advised of his Potential Conflict Interest.

Mr. Gorman explained that ECHO Solar is asking for a 20-year agreement. The 20 years begins when they obtain a site certificate. Only 20 years from the first production. Each phase does not get it's own 20 years.

Morrow County Board of Commissioners Meeting Minutes September 14, 2022 Page 3|5 Commissioner Lindsay asked what if the project doubles. Mr. Gorman said the agreement names a maximum capacity. Mr. Fox agreed. 1,250 megawatt capacity.

Chair Doherty encouraged Jeff to continue to work toward a more formal document with Mr. Gorman and County Counsel.

Mr. Fox said everyone in Morrow County has been a pleasure to work with.

Road Use Agreement with Amazon Data Services Eric Imes, Public Works Director

Commissioner Lindsay believes this agreement is inconsistent with previous agreements. She wants to treat everyone the same.

Chair Doherty would like to wait until Eric is here to continue discussion.

Break 9:59 a.m.

Reconvene 10:05 am

Chair Doherty explained that he just talked to Mr. Imes and believes Mr. Imes is of the opinion that this warrants an internal discussion.

Commissioner Russell declared an actual conflict of interest. The company that he has a financial interest in, Windwave, has done some work on this project already. He will not participate in this discussion.

Mr. Imes joined online. He has some questions and wants to review the document.

Chair Doherty is good setting this over. Commissioner Lindsay agreed. Chair Doherty asked Mr. Imes to bring this back another day.

Credit Card Discussion

Commissioner Russell explained that he reviewed credit card statements of Chair Doherty to verify there were not duplicate pay requests, and there were not. He is concerned by the lack of receipts for purchases. He looked back to January 2021. There are a lot of missing receipts, and receipts that are not detailed. He also reviewed County policy. Commissioner Russell would like to have a Work Session because he is sure that there are several other people who are submitting without receipts or no information. Chair Doherty said he will meet with Finance to review.

Commissioner Russell said the Commissioners need to set the example for everyone else.

Chair Doherty said he is surprised at how many receipts were missing. He will be sure to square them away.

Morrow County Board of Commissioners Meeting Minutes September 14, 2022 Page 4|5 Commissioner Russell said the County Car Use Policy says there needs to be a log of use. Commissioner Russell thinks we need to review that too.

Kevin Ince, Finance Director added online that the Credit Card policy is at odds with the Travel Policy. The Credit Card policy allows for a missing receipt with a written description added.

Old Business

IT Outage

Commissioner Russell said he has taken care of this. Sarah Baker at the Sheriff's Office has agreed to schedule the equipment replacement for after hours. There is an additional cost, but less then the cost of idle employees.

Administrator Job Description

Chair Doherty said at the Department Director/Elected Officials meeting yesterday he asked for comments on this position.

Chair Doherty would like to address this position before addressing the Community Development Director (CDD) position. Chair Doherty encouraged all to continue to provide input.

Commissioner Russell agreed and then see what we want from a CDD. CEO and COO type of set up. He has received a lot of input.

Commissioner Lindsay said has spent a lot of time on this. She is getting a lot of support for the Chief of Staff option. She would encourage that we select one position and then move forward with that one.

Correspondence

Chair Doherty reviewed.

Commissioner Reports

Commissioner Russell will attend the demolition of the coal stack at PGE Coal Plant.

Commissioner Lindsay explained that the land sale on the Boardman Bus property has been completed. She thanked Patrick Collins (online) and Jeff Wenholz (online) with Umatilla Electric Cooperative who helped get a clean title.

Chair Doherty has a meeting with State people the afternoon of September 28, 2022. There is a Board Tour in the morning. Chair Doherty is suggesting a call-in Board of Commissioners meeting at 8:00 a.m. to pay the bills and then do the tour. Commissioner Russell and Commissioner Lindsay agreed.

Adjourn 10:31 am



AGENDA ITEM COVER SHEET

(For BOC Use) Item # **4. C**.

Morrow County Board of Commissioners (Page 1 of 2)

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

Presenter at BOC: Robin Canaday Department: Public Health Short Title of Agenda Item: Date submitted to reviewers: 09/14/2022 Requested Agenda Date: 09/21/2022

(No acronyms please) Oregon Health Authority Intergovenmental Agreement #169524-5

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

N/A Purchase	Pre-Authorizations, Contracts & Agreements
Contractor/Entity: Oregon Health Authority	
Contractor/Entity Address: 800 NE Oregon S	treet, Suite 930, Portland, OR 97232
Effective Dates – From: 06/01/2022	Through:
Total Contract Amount:	Budget Line:
Does the contract amount exceed \$5,000?	🗌 Yes 🔳 No

Reviewed	By:
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Robin Canaday	09/14/20	22Department Director	Required for all BOC meetings
	DATE	Administrator	Required for all BOC meetings
	DATE	County Counsel	*Required for all legal documents
	DATE	Finance Office	*Required for all contracts; other items as appropriate.
	DATE		#If appropriate simultaneously). When each office has notified the submitting a request to the BOC for placement on the arouds

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

Rev: 3-25-22

AGENDA ITEM COVER SHEET

Morrow County Board of Commissioners

(Page 2 of 2)

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

Fifth Amendment to Oregon Health Authority 2021-2023 Intergovermental Agreement #169524 for the financing of Public Health Services

2. FISCAL IMPACT:

Funding for the Program Elements utilized by Morrow Public Health Dept.

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

Motion to accept the Fifth Amendment to IGA #169524

Attach additional background documentation as needed.

Agreement #169524



FIFTH AMENDMENT TO OREGON HEALTH AUTHORITY 2021-2023 INTERGOVERNMENTAL AGREEMENT FOR THE FINANCING OF PUBLIC HEALTH SERVICES

In compliance with the Americans with Disabilities Act, this document is available in alternate formats such as Braille, large print, audio recordings, Web-based communications and other electronic formats. To request an alternate format, please send an e-mail to <u>dhs-oha.publicationrequest@state.or.us</u> or call 503-378-3486 (voice) or 503-378-3523 (TTY) to arrange for the alternative format.

This Fifth Amendment to Oregon Health Authority 2021-2023 Intergovernmental Agreement for the Financing of Public Health Services, effective July 1, 2021, (as amended the "Agreement"), is between the State of Oregon acting by and through its Oregon Health Authority ("OHA") and Morrow County, ("LPHA"), the entity designated, pursuant to ORS 431.003, as the Local Public Health Authority for Morrow County. OHA and LPHA are each a "Party" and together the "Parties" to the Agreement.

RECITALS

WHEREAS, OHA and LPHA wish to modify the Fiscal Year 2022 (FY22) Financial Assistance Award set forth in Exhibit C of the Agreement.

NOW, THEREFORE, in consideration of the premises, covenants and agreements contained herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

AGREEMENT

- 1. This Amendment is effective on June 1, 2022, regardless of the date this amendment has been fully executed with signatures by every Party and when required, approved by the Department of Justice. However, payments may not be disbursed until the Amendment is fully executed.
- 2. The Agreement is hereby amended as follows:
 - a. Section 1 of Exhibit C of the Agreement, entitled "Financial Assistance Award" for FY22 is hereby superseded and replaced in its entirety by Attachment A, entitled "Financial Assistance Award (FY22)", attached hereto and incorporated herein by this reference. Attachment A must be read in conjunction with Section 3 of Exhibit C.
- 3. LPHA represents and warrants to OHA that the representations and warranties of LPHA set forth in Section 4 of Exhibit F of the Agreement are true and correct on the date hereof with the same effect as if made on the date hereof.
- 4. Capitalized words and phrases used but not defined herein shall have the meanings ascribed thereto in the Agreement.
- 5. Except as amended hereby, all terms and conditions of the Agreement remain in full force and effect.
- 6. This Amendment may be executed in any number of counterparts, 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 Amendment so executed shall constitute an original.

IN WITNESS WHEREOF, the parties hereto have executed this Amendment as of the dates set forth below their respective signatures.

7. Signatures.

STATE OF OREGON, ACTING BY AND THROUGH ITS OREGON HEALTH AUTHORITY

Signature:	
Name:	/for/ Nadia A. Davidson
Title:	Director of Finance
Date:	
Morrow	COUNTY LOCAL PUBLIC HEALTH AUTHORITY
Signature:	
Printed Name:	
Title:	

DEPARTMENT OF JUSTICE – APPROVED FOR LEGAL SUFFICIENCY

Approved by Wendy Johnson, Senior Assistant Attorney General on July 27, 2021. Copy of emailed approval on file at OHA, OC&P.

REVIEWED BY OHA PUBLIC HEALTH ADMINISTRATION

Signature:

Name: Derrick Clark (or designee)

Title: Program Support Manager

Date: _____

Attachment A Financial Assistance Award (FY22)

State of Oregon Oregon Health Authority Public Health Division			
1) Grantee	2) Issue Date	This Action	
Name: Morrow County	Saturday, January 1, 2022	Amendment	
Street: 110 N Court Street		FY 2022	
City: Heppner	3) Award Period		
State: OR Zip: 97836-7328	From July 1, 2021 through Ju	From July 1, 2021 through June 30, 2022	

Number	Program	Previous Award Balance	Increase / Decrease	Current Award Balance
PE01-01	PHD - State Support for PH	\$15,225.00	\$0.00	\$15,225.00
PE01-07	ELC ED Contact Tracing	\$162,128.00	\$0.00	\$162,128.00
PE01-08	COVID Wrap Direct Client Services	\$20,000.00	\$0.00	\$20,000.00
PE01-09	COVID-19 Active Monitoring - ELC	\$466,916.00	\$0.00	\$466,916.00
PE01-10	OIP - CARES	\$186,799.00	\$0.00	\$186,799.00
PE10-02	Sexually Transmitted Disease (STD)	\$23,633.00	\$0.00	\$23,633.00
PE12-01	Public Health Emergency Preparedness and Response (PHEP)	\$68,636.00	\$0.00	\$68,636.00
PE13-01	HPCDP - TPEP	\$7,500.00	\$0.00	\$7,500.00
PE42-03	MCAH - Perinatal GF & Title XIX	\$1,911.00	\$0.00	\$1,911.00
PE42-04	MCAH - Babies First! GF	\$6,112.00	\$0.00	\$6,112.00
PE42-06	MCAH - GF & Title XIX	\$3,587.00	\$0.00	\$3,587.00
PE42-11	MCAH Title V	\$18,583.00	\$0.00	\$18,583.00
PE42-12	MCAH Oregon Mothers Care Title V	\$3,441.00	\$0.00	\$3,441.00
PE43-01	Immi - Immunization Services	\$8,628.00	\$0.00	\$8,628.00

Number	Program	Previous Award Balance	increase / Decrease	Current Award Balance	
PE43-06	CARES Flu	\$0.00	\$0.00	\$0.00	
PE44-01	AGRH - SBHC Base	\$60,000,00	\$0.00	\$60,000.00	
PE44-02	AGRH - SBHC - Mental Health Exp.	\$40,000.00	\$0.00	\$40,000.00	
PE46-05	RH Community Access	\$12,950.00	\$0.00	\$12,950.00	
	PHD - PH LPHA Implementation	\$97,388.00	\$0.00	\$97,388.00	
PE51-01	ARPA WF Funding	\$37,505.00	\$0.00	\$37,505.00	
PE51-03		\$1,240,942.00	\$0.00	\$1,240,942.00	
PE01-01	budgets are final. 9/1/21: Prior comment null and void. Funding is now for FY22 7/1/2021-6/30/2022.				
PE01-01	9/1/21: Prior comment null and void. Funding is now for FY22 7/1/2021-6/30/2022.				
PE01-07	9/1/2021: Funds are available 07/01/2021 - 06/30/2023				
PE01-08	9/1/2021: Funds are available 07/01/2021 - 06/30/2023				
PE01-09	9/1/2021: Funds are available 7/1/2021 - 06/30/2023				
PE01-10	Awarded funds can be spent on allowable costs for the period of 7/1/2021 - 6/30/2024. Any unspent funds as of 6/30/22 will be rolled over into the FY23 award. Please see provided budget guidance for more details on roll over information.				
PE42-11	6/2022 - indirect rate maximum is 10%				
PE42-12	6/2022: indirect rate maximum is 10%				
PE43-06	9/1/2021: Activities funded under PE43-06 are the same as PE01-10. Please use PE43- 06 funds first and if possible, use by 6/30/2022. No additional funds will be added to PE43-06. Current FY22 awards are a rollover of unspent FY21 awards.				
PE51-01	5/1/21: Bridge funding for July-Sept 2021. Additional funds to be awarded once budgets are final.				
PE51-01		nd void. Award is for FY			

6) Commei	nts:
PE01-07	9/2021: SFY22 Rollover of unspent funds from FY21
PE01-08	9/2021: Rollover of unspent FY21 award to FY22
PE01-09	9/2021: Rollover of unspent funds from FY21 to FY22
PE01-10	9/2021: Rollover of Unspent funds 124, 198 from FY21 to FY22
PE10-02	1/2022: Funds must be spent between 1/1/2022-06/30/2022
PE12-01	10/2021: SFY22 award of unspent funds from SFY21 - must be spent by 06/30/2022 and an updated Budget is required by 12/31/2021
PE51-01	9/2021: added funding for FY22

7) Capital outlay Requested in this action:

Prior approval is required for Capital Outlay. Capital Outlay is defined as an expenditure for equipment with a purchase price in excess of \$5,000 and a life expectancy greater than one year.

Cost	PROG APPROV
	Cost

DOCUMENT RETURN STATEMENT

Please complete the following statement and return with the completed signature page and the Contractor Data and Certification page and/or Contractor Tax Identification Information (CTII) form, if applicable.

If you have any questions or find errors in the above referenced Document, please contact the contract specialist.

Document number: , hereinafter referred to as "Document."

١,

Name

Title

received a copy of the above referenced Document, between the State of Oregon, acting by and through the Department of Human Services, the Oregon Health Authority, and

by en	nail.

Contractor's name

On ______,

Date

I signed the electronically transmitted Document without change. I am returning the completed signature page, Contractor Data and Certification page and/or Contractor Tax Identification Information (CTII) form, if applicable, with this Document Return Statement.

Authorizing signature

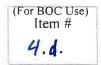
Date

Please attach this completed form with your signed document(s) and return to the contract specialist via email.



AGENDA ITEM COVER SHEET

Morrow County Board of Commissioners (Page 1 of 2)



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

Presenter at BOC: Robin Canaday Department: Public Health Short Title of Agenda Item: (No acronyms please) Contract with local Pro Dept.	Date submitted to reviewers: 09/14/2022 Requested Agenda Date: 09/21/2022 vider to provide Family Planning Services to Morrow County Public Health	
Order or Resolution Ordinance/Public Hearing: Ist Reading 2nd Reading Public Comment Anticipated: Estimated Time:	Check all that apply for this meeting.) Appointments Update on Project/Committee Consent Agenda Eligible Discussion & Action Estimated Time: 10 minutes	
Document Recording Required Contract/Agreement	 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: <u>Robin Canaday</u> 09/14/2022 Department Director Required for all BOC meetings DATE		
DATE	dministrator Required for all BOC meetings	
DATE	County Counsel *Required for all legal documents	
DATE	inance Office *Required for all contracts; other items as appropriate.	

Human Resources *If appropriate

DATE — Mow 1 week for review (submit to all simultaneously). When each office has notified the submitting department of anoroval, then submit the request to the BOC for placement on the avenda.

<u>Note</u>: 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.

Rcv: 3-25-22

AGENDA ITEM COVER SHEET

Morrow County Board of Commissioners

(Page 2 of 2)

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

Public Health has been in need of a family planning provider for the past several months, in order to provide Family planning services to Morrow County residents.

In collaboration with Morrow County Health District have a new provider interested in filling this role.

I am asking for the Board to consider a contract with Amanda Roy, PA-C to work 1-4, 8 hour days per month to Provide Family planning services to Morrow County Public Health at the proposed rate of \$101.77/hour. (See Attached contract)

2. FISCAL IMPACT:

\$814.00-\$3,256.64 per month

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

Motion to approve contract with Amanda Roy PA-C at the rate of \$101.77/hour to Provide Family Planning Services for Morrow County Public Health Dept.

Attach additional background documentation as needed.

PHYSICIAN ASSISTANT-CERTIFIED AGREEMENT

THIS AGREEMENT is hereby entered into between MORROW COUNTY, a political subdivision of the State of Oregon, hereafter "County", ______, PA-C (Physician Assistant – Certified) hereafter "and MORROW COUNTY HEALTH DISTRICT (_______'s employer), hereafter "District";

W-I-T-N-E-S-S-E-T-H:

WHEREAS County, through the Morrow County Health Department, provides public health services to Morrow County; and

WHEREAS, it is necessary to the interest and welfare of the people of Morrow County that the services of a Physician Assistant, duly licensed in the State of Oregon, be obtained to provide consulting services to the Morrow County Health Department; and

WHEREAS, _________ is so licensed to practice in the State of Oregon and has the necessary training and experience to provide the services desired by Morrow County; and

WHEREAS, ________ is willing and able to serve in the capacity of Physician Assistant Consultant to Morrow County Health Department; NOW, THEREFORE,

THE PARTIES HEREBY AGREE to the following terms and conditions:

- 1. Commencing_____, 2022, and continuing until this agreement is terminated, as provided herein, ______shall serve as a Physician Assistant Consultant to the Morrow County Health Department.
- 2. Duties of ______, pursuant to this Agreement, shall include the following:
 - a. Exams within the scope of Physician Assistant practice as required by the Health Department.
 - b. Membership on Health Department Quality Assurance Committee or related activities.
 - c. Maintain familiarity with the statutes and administrative rules governing the operation of the County Health Department and comply with those rules in the duties provided for in this Agreement.
 - d. Phone consultation on days in-between ______scheduled days in the Health Department Clinic regarding clients, lab results and other needs of the Morrow County Health Department.
 - e. At least 10% of ______ charts shall be reviewed by a supervising physician from the District.
- 3. County shall pay to District, as _____employer, compensation for services rendered pursuant to this Agreement, the following:
 - a. Fifty dollars (\$50.00) per hour of clinical services performed onsite or QA duties and other requirements as outlined in Section #2, A E.

Morrow County Health Department / Physician Agreement Page 1 of 3

- b. Mileage at the standard mileage rate set by the IRS for authorized and necessary travel.
- c. Payment shall be made within thirty (30) days of receipt by Morrow County of a statement or invoice provided by District, subject to verification.
- 4. District shall be responsible for providing all documentation to County for compensation billed to County.
- 5. ______shall perform services at times and locations as assigned by the Morrow County Health Department Director, subject to being provided reasonable notice and accommodation of scheduling conflicts.
- 6. It is the understanding and intention of the parties that ______shall work under the supervision of a supervising physician assigned by the District, in the performance of this Agreement. This Agreement shall operate as an agreement with ______ and District. _______is not an employee of Morrow County. ______ and District shall indemnify and hold County harmless from any and all claims, actions, suits or other liabilities resulting or arising as a result of ______'s conduct pursuant to this Agreement. ______ shall maintain professional liability insurance in an amount of at least Five Hundred Thousand Dollars (\$500,000.00) and provide proof of such insurance to County at the commencement of this Agreement and at any time as requested by County.
- 7. No party to this agreement shall discriminate because of race, color, religion, national origin, ancestry, physical or mental disability, medical condition (cancer related), marital status, pregnancy, sex, sexual orientation, age, veteran status or any other non-merit factor unrelated to job duties.
- 8. Either party may terminate this Agreement by providing thirty (60) days written notice to the other party.
- 9. ______shall maintain any licensing required during the term of this Agreement.

DATED this _____ day of 2022.

MORROW COUNTY BOARD OF COMMISSIONERS

Don Russell, Commissioner and Chair

Jim Doherty, Commissioner

Melissa Lindsay, Commissioner

Morrow County Health Department / Physician Agreement Page 2 of 3 Approved as to Form:

Morrow County Counsel

MORROW COUNTY HEALTH DISTRICT

, Physician Assistant-Certified

Emily Roberts, Morrow County Health District CEO

Morrow County Health Department / Physician Agreement Page 3 of 3

5.a.

Lower Willow Groundwater Recharge Project

This project proposes to submit a grant application to the Oregon Water Resources Department (OWRD) for consideration under the Water Conservation, Re-Use and Storage feasibility (1069) program. The purpose of the application is to acquire funding to conduct a study of the feasibility of using aquifer storage and recovery (ASR) to store and deliver water to growers in the Willow Creek area during low-flow summer months. The feasibility grant program will fund 50 percent of the costs for a feasibility study, up to \$500,000. The applicant must provide 50 percent of the costs as a match.

Kip and the other producers involved are looking for funds to have Anderson Perry and GSI Water Solutions staff prepare the application (~\$8,500.00) and for match for the feasibility study (~25,000.00). Kip is asking Gilliam County for funds as well. There are 1,692.00 irrigated acres in Morrow County (78% of project acres) and 480 acres of irrigated acres in Gilliam County (22% or project acres). The group's thinking was to ask for funds according to percentage of irrigated acres in the project area per county.

Application fee: \$8,500.00

Morrow County ask: \$3,315.00 Willow Creek Economic Development ask: \$3,315.00 Gilliam County ask: \$1,870.00

Feasibility Study Match Funding: \$25,000.00

Applications due each fall

Morrow County ask: \$19,500.00

Gilliam County ask: \$5,500.00

-These funds will be matched by OWRD if application is successful.

Oregon Water Resources Department Timeline and Process

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Fall

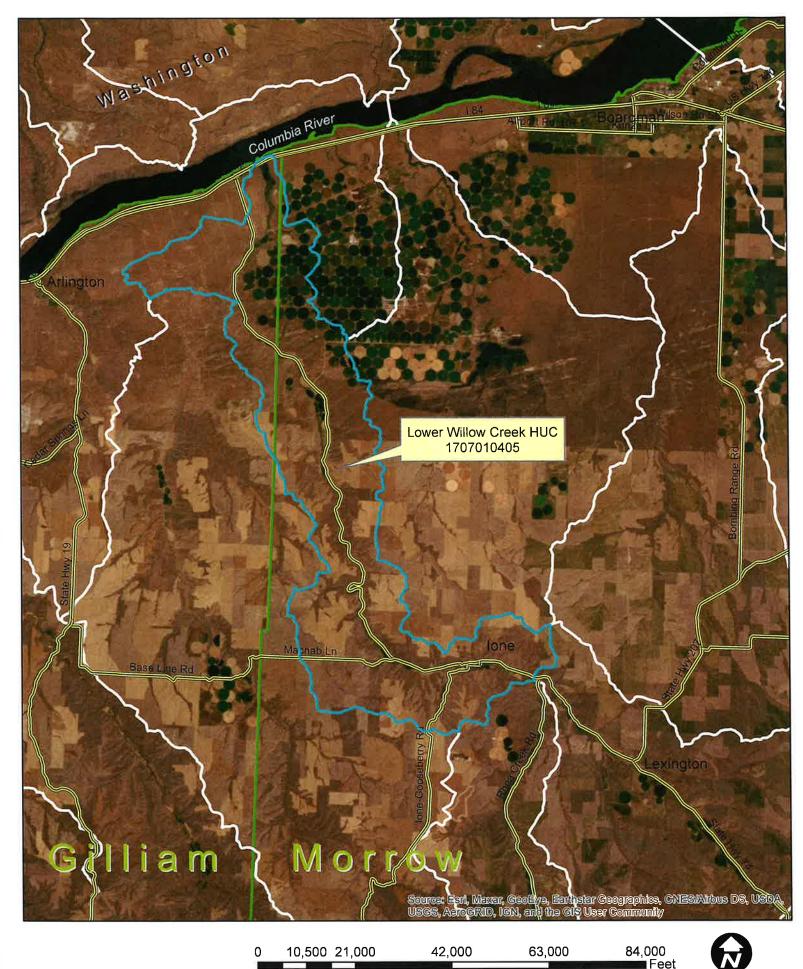
Eligibility and completeness check on all applications Tribes contacted

Application Review Team evaluates applications

Funding recommendations posted for 30-day public comment period Water Resource Commission awards funds (typically June)

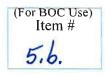
Grant agreements drafted Recipient reviews grant agreement Grant agreement is finalized Grant funded project work may begin

Lower Willow Groundwater Recharge Project Location Map





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



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

Presenter at BOC: Stephanie Case Department: Planning Department Short Title of Agenda Item: (No acronyms please) Second Reading of Subdivision Ordin	Date submitted to Requested Age of Ordinance 2022-3 nance Update and Zoning Ordinance A	reviewers: 9/8/2022 enda Date: 9/21/2022 rticles 1 and 9 Update
This Item Involv Order or Resolution Ordinance/Public Hearing: 1st Reading Public Comment Anticipated Estimated Time: Document Recording Requin Contract/Agreement	ing Consent Ag d: Discussion Estimated	ents Project/Committee genda Eligible & Action
N/A <u>Purchase Pr</u> Contractor/Entity: Contractor/Entity Address: Effective Dates – From: Total Contract Amount: Does the contract amount exceed \$5,000?	re-Authorizations, Contracts & Agreements Through: Budget Line: Yes I No	
Reviewed By:	Department Director	Required for all BOC meetings
DATE	Liaison Commissioner	Required for all BOC meetings
DATE	County Counsel	*Required for all legal documents
DATE	Finance Office	*Required for all contracts; other items as appropriate.
DATE	Human Resources *Allow 1 week for review (submit to all simul denartment of annroval, <i>then</i> submit the read	*If appropriate taneously). When each office has notified the submitting test to the BOC for placement on the agenda.

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

AGENDA ITEM COVER SHEET

Morrow County Board of Commissioners

(Page 2 of 2)

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

Board of Commissioners held a Public Hearing on August 24, 2022 and voted unanimously to adopt amendments to the Morrow County Subdivision Ordinance and Articles 1 and 9 of the Morrow County Zoning Ordinance. The First Reading of the Ordinance was September 7, 2022. This is the Second Reading of the Ordinance.

Ordinance 2022-3 is attached.

2. FISCAL IMPACT:

There is no direct fiscal impact to the County.

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

Second Reading of Ordinance 2022-3

Attach additional background documentation as needed.

BEFORE THE BOARD OF COMMISSIONERS FOR MORROW COUNTY, OREGON

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AN ORDINANCE AMENDING THE MORROW COUNTY SUBDIVISION ORDINANCE AND THE MORROW COUNTY ZONING ORDINANCE ARTICLES 1 AND 9 Ordinance Number ORD-2022-3

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

WHEREAS, Morrow County adopted a Comprehensive Land Use Plan which was acknowledged by the Land Conservation and Development Commission on January 15, 1986 and;

WHEREAS, the Morrow County Planning Commission held a hearing to review the request on July 26, 2022 at the Morrow County Government Center in Irrigon, Oregon; and

WHEREAS, the Morrow County Planning Commission considered the request and unanimously voted to recommend to that the Board of Commissioners approve the Subdivision Ordinance and the Zoning Ordinance Articles 1 and 9 changes; and

WHEREAS, the Morrow County Board of Commissioners held a hearing to consider the recommendation of the Morrow County Planning Commission on August 24, 2022, held at the Bartholomew Building in Heppner, Oregon; and

WHEREAS, the Morrow County Board of Commissioners accepted the Planning Commission recommendation, adopted Findings of Fact, and approved amendments to the Subdivision Ordinance and Zoning Ordinance Articles 1 and 9.

NOW THEREFORE BE IT ORDAINED THAT THE MORROW COUNTY BOARD OF COMMISSIONERS ADOPTS AS AN AMENDMENT TO THE MORROW COUNTY SUBDIVISION ORDINANCE AND THE MORROW COUNTY ZONING ORDINANCE ARTICLE 1 INTRODUCTORY PROVISIONS AND THE MORROW COUNTY ZONING ORDINANCE ARTICLE 9 ADMINISTRATIVE PROVISIONS.

Section 1 Title of Ordinance:

This Ordinance shall be known, and may be cited, as the "2022 Subdivision Ordinance Update."

Section 2 Affected and Attached Documents:

Morrow County Subdivision Ordinance

Morrow County Zoning Ordinance Article 1. Introductory Provisions

Morrow County Zoning Ordinance Article 9. Administrative Provisions

Section 3 Effective Date:

This ordinance shall be effective on December 20, 2022.

Date of First Reading:	September 7, 2022
Date of Second Reading:	September 21, 2022

ADOPTED BY THE MORROW COUNTY BOARD OF COMMISSIONERS THIS 21st DAY OF SEPTEMBER 2022.

BOARD OF COMMISSIONERS OF MORROW COUNTY, OREGON

Jim Doherty, Chair

Melissa Lindsay, Commissioner

Don Russell, Commissioner

Attest:

Bobbi Childers, County Clerk

Approve as to Form:

Morrow County Counsel



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



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

Presenter at BOC: Tamra Mabbott Department: Planning Department Short Title of Agenda Item: Second Reading of Ordinance 202		Date submitted to reviewers: Requested Agenda Date:	
	Second Reading of Ordinance 2022-4 Port of Morrow Interchange Area Mar		
This Item Involves: (Check all that apply for this meeting)			

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

N/A Purchase	e Pre-Authorizations, Contracts & Agreements	
Contractor/Entity:		
Contractor/Entity Address:		
Effective Dates – From:	Through:	
Total Contract Amount:	Budget Line:	
Does the contract amount exceed \$5,0003	? 🗌 Yes 📕 No	

Reviewed By:

	Department Director	Required for all BOC meetings
	Liaison Commissioner	Required for all BOC meetings
<i>D</i>	County Counsel	*Required for all legal documents
D	Finance Office	*Required for all contracts; other items as appropriate.
<i>D</i>		*If appropriate simultaneously). When each office has notified the submitting e request to the BOC for placement on the agenda.

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

AGENDA ITEM COVER SHEET

Morrow County Board of Commissioners

(Page 2 of 2)

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

Board of Commissioners held a Public Hearing on August 24, 2022 and voted unanimously to adopt update to the Interchange ARea Management Plan. The First Reading of the Ordinance was September 7, 2022. This is the Second Reading of the Ordinance.

Ordinance 2022-4 is attached.

2. FISCAL IMPACT:

There is no direct fiscal impact to the County.

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

Second Reading of Ordinance 2022-4

Attach additional background documentation as needed.

BEFORE THE BOARD OF COMMISSIONERS FOR MORROW COUNTY, OREGON

AN ORDINANCE AMENDING THE PORT OF MORROW INTERCHANGE AREA MANAGEMENT PLAN

Ordinance Number ORD-2022-4

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

WHEREAS, Morrow County adopted a Comprehensive Land Use Plan which was acknowledged by the Land Conservation and Development Commission on January 15, 1986; and

WHEREAS, Morrow County adopted the Port of Morrow Interchange Area Management Plan as part of the Transportation System Plan and Comprehensive Plan in 2011; and

WHEREAS, the Port of Morrow, City of Boardman and Morrow County identified the need to update Section 7 of the 2011 Interchange Area Management Plan; and

WHEREAS, the Morrow County Planning Commission held a hearing to review the request on July 26, 2022 at the Morrow County Government Center in Irrigon, Oregon; and

WHEREAS, the Morrow County Planning Commission considered the request and unanimously voted to recommend to the Board of Commissioners approval of a new Section 7 of the Interchange Area Management Plant; and

WHEREAS, the Morrow County Board of Commissioners held a hearing to consider the recommendation of the Morrow County Planning Commission on June 28, 2022, held at the Bartholomew Building in Heppner, Oregon; and

WHEREAS, the Morrow County Board of Commissioners accepted the Planning Commission recommendation, adopted Findings of Fact, and approved amendments to the Boardman

NOW THEREFORE BE IT ORDAINED THAT THE MORROW COUNTY BOARD OF COMMISSIONERS ADOPTS REVISED SECTION 7 OF THE PORT OF MORROW INTERCHANGE AREA MANAGEMENT PLAN

Section 1 Title of Ordinance:

This Ordinance shall be known, and may be cited, as "Updated Section 7 of the Port of Morrow Interchange Area Management Plan."

Section 2 Affected and Attached Documents: 2022 Section 7 Port of Morrow Interchange Area Management Plan.

Section 3 Effective Date:

This ordinance shall be effective on December 20, 2022.

Date of First Reading:	September 7, 2022
Date of Second Reading:	September 21, 2022

ADOPTED BY THE MORROW COUNTY BOARD OF COMMISSIONERS THIS 21st DAY OF SEPTEMBER 2022.

BOARD OF COMMISSIONERS OF MORROW COUNTY, OREGON

Jim Doherty, Chair

Melissa Lindsay, Commissioner

Don Russell, Commissioner

Attest:

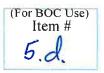
Bobbi Childers, County Clerk

Approve as to Form:

Morrow County Counsel



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



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

Presenter at BOC: Kevin C. Ince Department: Finance Short Title of Agenda Item: (No acronyms please) OpenGov Re-Implementation

Date submitted to reviewers: Sept 15, 2022 Requested Agenda Date: Sept 21, 2022

This Item Involves: (Check all that apply for this meeting.)		
Order or Resolution	Appointments	
Ordinance/Public Hearing:	Update on Project/Committee	
🔲 1st Reading 🔄 2nd Reading	Consent Agenda Eligible	
Public Comment Anticipated:	Discussion & Action	
Estimated Time:	Estimated Time: 10 minutes	
Document Recording Required	Purchase Pre-Authorization	
Contract/Agreement	Other	

□ N/A	Purchase Pre-Authorizations, Contracts & Agreements	
Contractor/Entity: OpenGov		
Contractor/Entity Address: 6525 Cr	own Blvd #41340 San Jose, CA 95160	
Effective Dates – From:	Through:	
Total Contract Amount: \$15,375.00	Budget Line: 101-102-5-20-3531	
Does the contract amount exceed 3		

Reviewed By:

Kevin C. Ince	<u>9/08/2022</u> Department Director	Required for all BOC meetings
-	Liaison Commissioner	Required for all BOC meetings
	County Counsel	*Required for all legal documents
Kevin C. Ince	<u>9/08/2022</u> Finance Office	*Required for all contracts; other items as appropriate.
		*If appropriate simultaneously). When each office has notified the submitting request to the BOC for placement on the agenda.

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AGENDA ITEM COVER SHEET

Morrow County Board of Commissioners

(Page 2 of 2)

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

The initial implementation of OpenGov concluded without completing the setup and implementation of the Workforce planning module and other system functionality due to time constraints with completing the FY2022-23 budget and the complexities of Morrow County's chart of accounts. Upon further review by representatives from OpenGov, our consultant, Christa Wolfe, and Myself, it has been determined that the implementation cannot be completed without addressing the issues present within the structure of the County's chart of accounts in our accounting system (InCode).

Once the issues with our current account structure have been addressed, OpenGov will need to be re-implemented and re-integrated with InCode. In recognition that the implementation was likely not fully complete at the time it was signed off on and accepted by the County, OpenGov has offered to provide these services less than what a full re-implementation would typically cost.

The attached statement of work reflects that work that will need to be completed by both OpenGov and by the County in order to correct the issues and re-implement the system. However, there are may be some small changes to the final statement of work as I am currently in the process of refining it with OpenGov. It is not anticipated that any of the small changes to the statement of work will have an impact on the cost of the project.

A resolution to transfer appropriations in the amount of \$17,000 from General Fund Operating Contingency to Dept 102-Administration has been prepared since this expenditure was not known or appropriated during the preparation of the FY2022-23 budget. This transfer would provide 10% above the estimated cost provided by OpenGov to cover additional time that may be needed if other unknown issues are identified during the process.

2. FISCAL IMPACT:

\$15,375.00

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

Motion to approve resolution R-2022-17 and authorize the Finance Director to execute the purchase agreement with OpenGov once the Statement of Work has been finalized.

Attach additional background documentation as needed.

OPENGOV

Statement of Work

COUNTY OF MORROW

Creation Date: 09/14/2022 Document Number: DD-02896 Version Number: 1 Created by: Mark Welch



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2



1. Overview and Approach 1.1. Agreement

This Statement of Work ("SOW") identifies services that OpenGov, Inc. ("OpenGov" or "we") will perform for County of Morrow ("Customer" or "you") pursuant to that order for Professional Services entered into between OpenGov and the Customer ("Order Form") which references the Software Services Agreement or other applicable agreement entered into by the parties (the "Agreement").

- Customer acknowledges and agrees that this Statement of Work is subject to the confidentiality obligations set forth in the Software Services Agreement between OpenGov and County of Morrow
- Customer's use of the Professional Services is governed by the Agreement and not this SOW.
- Upon execution of the Order Form or other documentation referencing the SOW, this SOW shall be incorporated by reference into the Agreement.
- In the event of any inconsistency or conflict between the terms and conditions of this SOW and the Agreement, the terms and conditions of this SOW shall govern with respect to the subject matter of this SOW only. Unless otherwise defined herein, capitalized terms used in this SOW shall have the meaning defined in the Agreement.
- This SOW may not be modified or amended except in a written agreement signed by a duly authorized representative of each party.
- OpenGov will be deployed as is, Customer has access to all functionality available in the current release.

2. Statement of Work

This SOW is limited to the Implementation of the OpenGov Cloud as defined in the OpenGov Responsibilities section of this document (<u>Section 2.4</u>). Any additional services or support will be considered out of scope.

2.1. Project Scope

Under this project, OpenGov will deliver a cloud based Budget and Planning to help the County of Morrow power a more effective and accountable government. OpenGov's estimated charges and schedule are based on performance of the activities listed in the "OpenGov Responsibilities" section below. Deviations that arise during the project will be managed through the procedure described in Appendix A-2: Project Change Control Procedure, and may result in adjustments to the Project Scope, Estimated Schedule, Charges and other terms. These adjustments may include charges on a time-and-materials or fixed-fee basis using OpenGov's standard rates in effect from time to time for any resulting additional work or waiting time.



2.2. Facilities and Hours of Coverage

OpenGov will

- a. Perform the work under this SOW remotely, except for any project-related activity which OpenGov determines would be best performed at your facility in Morrow County in order to complete its responsibilities under this SOW
- b. Provide the Services under this SOW during normal business hours, 8:30am to 6:00pm local time, Monday through Friday, except holidays

2.3. Key Assumptions

The SOW and OpenGov estimates are based on the following key assumptions. Deviations that arise during the proposed project will be managed through the Project Change Control Procedure (see Appendix A-2), and may result in adjustments to the Project Scope, Estimated Schedule, Charges, and other terms.

- a) The OpenGov Suites are not customized beyond current capacities based on the latest release of the software.
- b) Individual software modules are configured based on discussions between OpenGov and Customer.
- c) OpenGov will review and load a new Chart of Accounts based on the existing Chart of Accounts in OpenGov and ensure the new structure works for Workforce Plan
- d) OpenGov will use the new structure to update the existing Workforce Plan to align with the new Chart of Accounts
- e) Open will update the integration to align with the new Chart of Accounts
- f) OpenGov will provide one (1), two (2) hour training session on the new configuration and how the County can rebuild the budget proposals.
- g) Morrow County will rebuild the Operating Budget, Stories and Reports

2.4. OpenGov Responsibilities

2.4.1. Activity 1 – Project Management

OpenGov will provide project management for the OpenGov responsibilities in this SOW. The purpose of this activity is to provide direction to the OpenGov project personnel and to provide a framework for project planning, communications, reporting, procedural and contractual activity. This activity is composed of the following tasks:

Planning

OpenGov will:

- a. review the SOW, contract and project plan with Customer's Project Manager and key stakeholders to ensure alignment and agreed upon timelines
- b. maintain project communications through your Project Manager



- c. establish documentation and procedural standards for deliverable Materials;
- d. assist your Project Manager to prepare and maintain the project plan for the performance of this SOW which will include the activities, tasks, assignments, and project milestones;

Project Tracking and Reporting

OpenGov will:

- a. review project tasks, schedules, and resources and make changes or additions, as appropriate. Measure and evaluate progress against the project plan with your Project Manager;
- b. work with your Project Manager to address and resolve deviations from the project plan;
- c. conduct regularly scheduled project status meetings and
- d. administer the Project Change Control Procedure with your Project Manager;

Completion Criteria:

This is an on-going activity which will be considered complete at the end of the Services

Deliverable Materials:

- Weekly status reports
- Project plan
- Project Charter
- Risk, action, issues and decisions Register (RAID)

2.4.2. Activity 2 – Initialization and Setup

OpenGov will provide the following:

1. Confirm Data Validation strategy

Completion Criteria:

This activity will be considered complete when:

- Customer Entity is created
- System Administrators have access to Customer
- EntitySolution Blueprint is presented to Customer

Deliverable Materials:

Update chart of Accounts plan

2.4.3. Activity 3 – OpenGov Budget & Planning Suite use cases

For Budget & Planning choose from the following Use Cases: confirm these

- 1. Automate and Centralize the Budgeting Process
- 2. Plan Accurately for Workforce Needs
- 3. Increase Budget (or Financial) Transparency

OPENGOV

Completion Criteria:

This activity will be considered complete when:

- Chart of Accounts is configured
- Workforce Plan is configured
- Financial integration is configured

Deliverable Materials:

Formal sign off document

2.4.4. Activity 7 – Training

Training will be provided in instructor-led virtual sessions or through OpenGov University Training courses. For any instructor-led virtual sessions, the class size is recommended to be 10, for class sizes larger than 10 it may be necessary to have more than one instructor.

Completion Criteria:

This activity will be considered complete when:

- All agreed to Virtual instructor-led trainings (2 Hours)have been performed
- D

Deliverable Materials:

• Formal sign off document

2.5. Your Responsibilities

The completion of the proposed scope of work depends on the full commitment and participation of your management and personnel. The responsibilities listed in this section are in addition to those responsibilities specified in the Agreement and are to be provided at no charge to OpenGov. OpenGov's performance is predicated upon the following responsibilities being managed and fulfilled by you. Delays in performance of these responsibilities may result in delay of the completion of the project and will be handled in accordance with Appendix A-1: Project Change Control Procedure.

2.5.1. Your Project Manager

Prior to the start of this project, you will designate a person called your Project Manager who will be the focal point for OpenGov communications relative to this



project and will have the authority to act on behalf of you in all matters regarding this project.

Your Project Manager's responsibilities include the following:

- a. manage your personnel and responsibilities for this project (for example: ensure personnel complete any self-paced training sessions, configuration, validation or user acceptance testing)
- b. serve as the interface between OpenGov and all your departments participating in the project;
- c. administer the Project Change Control Procedure with the Project Manager;
- d. participate in project status meetings;
- e. obtain and provide information, data, and decisions within five (5) business days of OpenGov's request unless you and OpenGov agree in writing to a different response time;
- f. resolve deviations from the estimated schedule, which may be caused by you;
- help resolve project issues and escalate issues within your organization, as necessary;
- h. create, with OpenGov's assistance, the project plan for the performance of this SOW which will include the activities, tasks, assignments, milestones and estimates.

2.6. Completion Criteria

OpenGov will have fulfilled its obligations under this SOW when any of the following first occurs:

- OpenGov accomplishes the activities set forth in "OpenGov responsibilities" section and delivers the Materials listed, if any; or
- b. The End date is reached

2.7. Estimated Schedule

OpenGov will schedule resources for this project upon signature of the order form. Unless specifically noted, the OpenGov assigned project manager will work with Customer Project Manager to develop the project schedule for all requested deliverables under this SOW. OpenGov reserves the right to adjust the schedule based on the availability of OpenGov resources and/or Customer resources, and the timeliness of deliverables provided by the Customer.

The Services are currently estimated to start within two (2) weeks but no later than four (4) weeks from signatures and an estimated end date of December 31, 2022 ("End Date"), or on other dates mutually agreed to between you and OpenGov.



2.8. Illustrative Project Timelines

The typical project timelines are for illustrative purposes only and may not reflect your use cases.

Fating and Time the s				
Estimated Timeline	Very land the rest of the	Month 1	Month 2	Month 3
	Chart of Accounts			
	Workforce Planning			
Budget and Planning Suite	Department User Training			1 - 12 M 1 - 5 - 1
Financial Integration				

2.9. Charges

The Services will be conducted on a fixed price basis. The fixed price for performing the Services defined in the SOW will be \$15,375. This fixed price is exclusive of any travel and living expenses and other reasonable expenses incurred in connection with the Services. All charges are exclusive of any applicable taxes.

2.10. Offer Expiration Date

This offer will expire on 10/15/2022, unless extended by OpenGov in writing.



Appendix A: Engagement Charter

A-1: Communication and Escalation Procedure

Active engagement throughout the implementation process is the foundation of a successful deployment. To help assess progress, address questions, and minimize risk during the course of deployment both parties agree to the following:

- Regular communication aligned to the agreed upon project plan and timing.
 - OpenGov expects our customers to raise questions or concerns as soon as they arise. OpenGov will do the same, in order to be able to address items when known.
- Executive involvement
 - Executives may be called upon to clarify expectations and/or resolve confusion.
 - Executives may be needed to steer strategic items to maximize the value through the deployment.
- Escalation Process:
 - OpenGov and Customer agree to raise concerns and follow the escalation process, resource responsibility, and documentation in the event an escalation is needed to support issues raised
 - Identification of an issue impeding deployment progress, outcome or capturing the value proposition, that is not acceptable.
 - Customer or OpenGov Project Manager summarizes the problem statement and impasse.
 - Customer and OpenGov Project Managers jointly will outline solution, acceptance or schedule Executive review.
 - Resolution will be documented and signed off following Executive review.

Phase Sign-Off

OpenGov requests sign-offs at various stages during the implementation of the project. Once the Customer has signed-off, any additional changes requested by Customer on that stage will require a paid change order for additional hours for OpenGov to complete the requested changes.

A-2: Change Order Process

This SOW and related efforts are based on the information provided and gathered by OpenGov. Customers acknowledge that changes to the scope may require additional effort or time, resulting in additional cost. Any change to scope must be agreed to in writing or email, by both Customer and OpenGov, and documented as such via a:

• Change Order - Work that is added to or deleted from the original scope of this SOW. Depending on the magnitude of the change, it may or may not alter the original contract amount or completion date and be paid for by Customer. Changes might include:



- o Timeline for completion
- o Sign off process
- o Cost of change and Invoice timing
- o Amending the SOW to correct an error.
- o Extension of work as the complexity identified exceeds what was expected by Customer or OpenGov.
- o Change in type of OpenGov resources to support the SOW.

A-3: Deliverable Materials Acceptance Procedure

Deliverable Materials as defined herein will be reviewed and accepted in accordance with the following procedure

- The deliverable Material will be submitted to your Project Manager.
- Your Project Manager will have decision authority to approve/reject all project Criteria, Phase Acceptance and Engagement Acceptance.
- Within five (5) business days of receipt, your Project Manager will either accept the deliverable Material or provide OpenGov's Project Manager a written list of requested revisions. If OpenGov receives no response from your Project Manager within five (5) business days, then the deliverable Material will be deemed accepted. The process will repeat for the requested revisions until acceptance.
- All acceptance milestones and associated review periods will be tracked on the project plan.
- Both OpenGov and Customer recognize that failure to complete tasks and respond to open issues may have a negative impact on the project.
- For any tasks not yet complete, OpenGov and/or Customer will provide sufficient resources to expedite completion of tasks to prevent negatively impacting the project.
- Any conflict arising from the deliverable Materials Acceptance Procedure will be addressed as specified in the Escalation Procedure set forth in Appendix A-1.

OPENGOV

Appendix B: Implementation Activities

B-1: OpenGov Budget and Planning

Chart of Accounts

Budgeting and Planning Suite				
Description	OpenGov Responsibilities	Customer Responsibilities		
Chart of Accounts Configuration	 Based on the OpenGov technical requirements for the Chart of Accounts in the system, OpenGov will: Build Chart of Accounts in OpenGov from the existing Chart of Accounts. OpenGov will review to ensure usability across the entire platform. OpenGov will provide a listing of duplicative codes to review and revise. Provide formal sign off document for Chart of Accounts 	Customer will: • Validate • Provide sign off on Chart of Accounts		

Financial Integration

Description	OpenGov Responsibilities	Customer Responsibilities
Financial Integration	OpenGov will update the existing integration to ensure compliance with the new Chart of Accounts	Customer will provide an IT resource to assist the project team in the initial set-up

Workforce Planning Configuration

Description	OpenGov Responsibilities	Customer Responsibilities
Workforce Planning Confi guration	OpenGov will provide: • Update the existing Workforce Plan to accommodate the new Chart of Accounts Structure.	Customer will: • Validate Workforce calculations

O OP	ENGOV	OpenGov Inc. 6525 Crown Blvd #41340 San Jose, CA 95160 United States
Order Number:	Q004786	Prepared By: Alex Martinez
Created On:	September 14, 2022	Email: amartinez@opengov.com
Quote Expiration Dat	te: September 30, 2022	Contract Term: Professional Services
Professional Services		
Start Date:	September 30, 2022	
Customer Information		
Customer:	County of Morrow, OR	Contact Name: Kevin Ince
Bill To/Ship To:	PO Box 788	Email: kince@co.morrow.or.us
	Heppner, OR US	
Order Details		
Billing Frequency: An	nnual	Payment Terms: Net 30

PROFESSIONAL SERVICES:		
Product / Service	Start Date	Total Amount
Professional Services Deployment - Prepaid	September 30, 2022	\$15,375.00
	Services Total Amount	\$15,375.00

Order Form Legal Terms

Welcome to OpenGov! Thanks for using our Software Services. This Order Form is entered into between OpenGov, Inc., with its principal place of business at PO Box 41340, San Jose, CA 95160 ("OpenGov"), and you, the entity identified above ("Customer"), as of the Effective Date. This Order Form includes and incorporates the OpenGov Software Services Agreement ("SSA") attached, or if no such SSA is attached, the SSA available at https://opengov.com/terms-of-service and the applicable Statement of Work ("SOW") incorporated herein in the event Professional Services are purchased. The Order Form, SSA and SOW shall hereafter be referred to as the "Agreement". Unless otherwise specified above, fees for the Software Services and Professional Services shall be due and payable, in advance, on the Effective Date. By signing this Agreement, Customer acknowledges that it has reviewed, and agrees to be legally bound by, the OpenGov Terms and Conditions. Each party's acceptance of this Agreement is conditional upon the other's acceptance of the terms in the Agreement to the exclusion of all other terms.

County of Morrow, OR	OpenGov, Inc.
Signature:	Signature:
Name:	Name:
Title:	Title:
Sign Date:	Countersign Date:

BEFORE THE BOARD OF COMMISSIONERS FOR MORROW COUNTY, OREGON

IN THE MATTER OF TRANSFER OF) APPROPRIATIONS FOR FISCAL) YEAR BEGINNING JULY **1**, 2022)

RESOLUTION NO. R-2022-17

WHEREAS, the above-entitled matter came before the Board of Commissioners on September 21, 2022; and

WHEREAS, Contracted services from OpenGov are required to facilitate and complete the implementation of the OpenGov platform; and

WHEREAS, The additional contracted services could not have been foreseen during the preparation of the FY2022-23 Budget; and

WHEREAS, ORS 294.463(1) and ORS 294.463(2) provide that when authorized by resolution of the governing body, a county may transfer general operating contingency appropriations that, in aggregate during a fiscal year or budget period, do not exceed 15 percent of the total appropriations of the fund contained in the original budget; and

WHEREAS, The aggregate transfers from Operating Contingency in the General Fund in the FY2022-23 Budget (inclusive of this transfer) will not exceed 15 percent of the total appropriations of the General Fund;

NOW THEREFORE, be it resolved, the amounts shown adjust appropriations for the fiscal year beginning July 1, 2022:

	Ар	Current propriations	Increa	se/(Decrease)	Ame	nded FY2022-23 Budget
General Fund						
General Fund Dept. 102-Administrative Services	\$	731,416.00	\$	17,000.00	\$	748,416.00
Contingency		4,224,202.00		(17,000.00)		4,207,202.00
Total Change-General Fund Appropriations	\$	4,955,618.00	\$	070	\$	4,955,618.00
Total Appropriations, General Fund - Original Budget	\$ 2	24,450,859.00				
Total Year-to-Date Transfer From Contingency	\$	100,000.00				
Current Change		17,000.00				
	\$	117,000.00				
Total Year-To-Date Changes as a % of Original Budget Appropriations - General Fund		0.48%				

Dated this 21st day of September, 2022.

MORROW COUNTY BOARD OF COMMISSIONERS

Jim Doherty, Chair

Melissa Lindsay, Commissioner

Don Russell, Commissioner



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



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

	LOOP oop and Greater Oregon Beha e Agreement Update 2022	Date submitted to reviewers: 8/1/2022 Requested Agenda Date: 9/14/2022 avioral Health, Inc. (GOHBI)
Order or Resolution	n Jearing: 2nd Reading .nticipated: ng Required	 that apply for this meeting.) Appointments Update on Project/Committee Consent Agenda Eligible Discussion & Action Estimated Time: Purchase Pre-Authorization Other
N/A Contractor/Entity: Contractor/Entity Address: Effective Dates – From: Total Contract Amount: Does the contract amount exceed S	Purchase Pre-Authorizations, Cor \$5,000? Yes No	Through: Budget Line:
Reviewed By:	Department	Director Required for all BOC meetings
	DATE Liaison Con	nmissioner Required for all BOC meetings
Justin Nelson - via email	8/4/2022 County Cou	*Required for all legal documents
	Finance Off	fice *Required for all contracts; other items as appropriate.
	Human Res	ources *If appropriate

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

DATE

*Allow 1 week for review (submit to all simultaneously). When each office has notified the submitting

AGENDA ITEM COVER SHEET

Morrow County Board of Commissioners

(Page 2 of 2)

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

Please see attached contract with Greater Oregon Behavioral Health, Inc. (GOHBI).

Due to the recent fuel increases a cost analysis was conducted to update our contract with GOHBI. Through this analysis an increase was proposed to GOBHI to compensate the County \$70.00 for each one-way trip that the Loop provides to a GOBHI-Medicaid authorized passenger. GOHBI has reviewed and signed the contract.

2. FISCAL IMPACT:

Revenue to budget 216

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

Motion to approve The Loop and Greater Oregon Behavioral Health, Inc. (GOHBI) Service Agreement 2022 Update that expires on June 30, 2023.

Attach additional background documentation as needed.

The Loop and Greater Oregon Behavioral Health, Inc. Service Agreement

Section I Parties

This agreement is made by and between **Morrow County**, a political subdivision of the State of Oregon, hereafter referred to as "County," and **Greater Oregon Behavioral Health**, **Inc.**, hereafter referred to as "GOBHI."

Section II Considerations

- 1. It is hereby agreed by and between the above named parties that as consideration for performance by County of services in accordance with the terms and conditions specified below, that GOBHI will pay to the County the sum of \$70.00 per one-way trip used with The Loop. County will submit monthly billings to GOBHI based upon trips used.
- 2. The \$70.00 per one-way trip compensation will apply for GOBHI-Medicaid authorized passengers. GOBHI shall supply County with an updated list of authorized passengers, and shall update that list as necessary through the duration of this agreement.

Section III Term

1. This agreement shall be effective from the date of signing by all parties, and shall expire on June 30, 2023.

Section IV Terms and Conditions

The following terms and condition are binding on the parties of this agreement:

- 1. GOBHI shall compensate County \$70.00 for each one-way trip of The Loop by a GOBHI-Medicaid authorized passenger.
- 2. The Loop will provide the GOBHI passenger with transportation services as allowed and authorized by The Loop policy and procedures.
- 3. GOBHI passengers will not be granted priority for reservations or use of The Loop compared to other county passengers on The Loop. Reservation and trip priority will continue to be the same for all passengers on The Loop.

Section V Labor Standards

1. County agrees to comply with all applicable labor standards and restriction set forth in ORS 279.310 through 279.320.

Section VI Waiver

1. A waiver of any term or condition under this agreement by either party shall not be construed as a continuing waiver of that term or condition or affect the right to future enforcement of that term or condition.

Section VII Indemnification

1. Each party shall indemnify, defend, protect, hold harmless, and release the other, its officers, agents, and employees, from and against any and all claims, loss, proceedings, damages, causes of action, liability, costs, or expense (including attorneys' fees and witness costs) arising from or in connection with, or caused by any act, omission, or negligence of such indemnifying party or its agents, employees, contractors, or subcontractors.

Section VIII Dispute Resolution

- 1. If a dispute should arise concerning this agreement, the parties agree to make a good faith effort to mediate the dispute before filing any action or suit, with costs of mediation to be shared equally by the parties.
- 2. If a suit or action is filed, each party will pay its own costs and attorney fees.
- 3. Venue for such action shall be filed in Morrow County, Oregon.

Section IX Governing Law

- 1. The provisions of this agreement shall be governed by the laws of the state of Oregon.
- 2. County and GOBHI agree to comply with all federal, state, and local laws in the performance of this agreement.

Section X Assignment

1. County may not assign the rights or duties under this agreement to any other person or party without express written consent of GOBHI.

Section XI Modification

1. Any amendment of modification to any provision of this agreement must be in writing, dated, and signed by both parties.

Section XII Termination

1. Either party shall have the right to terminate this contract with or without cause upon 30 days' notice in writing to the other party. If GOBHI terminates the agreement, GOBHI shall be required to repay to County the **reasonable** amount owed for unpaid trips within 30 days.

<u>GOBHI</u>

Dated this	day of	2022.

Representative Greater Oregon Behavioral Health, Inc.

MORROW COUNTY

Dated this _____ day of _____ 2022.

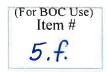
Jim Doherty Morrow Co. Commissioner, Chair

Don Russell Morrow Co. Commissioner

Melissa Lindsay Morrow Co. Commissioner



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



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

Presenter at BOC: Katie Imes		Date submitted to reviewers:	9/8/2022
Department: Public Transit -		Requested Agenda Date:	
Short Title of Agenda Item:			
(No acronyms please)	Request to Purchase/Order one deman	id response vehicle - Minivan	

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

N/A	Purchase Pre-Authorizations, Contracts & Agreements
Contractor/Entity: Rogers Toyota	
Contractor/Entity Address: 80364 N	HWY 395, Hermiston OR 97838
Effective Dates – From:	Through:
Total Contract Amount: 37,974.03	Budget Line: 225-320-5-40-4407
Does the contract amount exceed S	35,000? 🗌 Yes 📕 No

Kevlewed By:			
	DATE	Department Director	Required for all BOC meetings
	DATE	Liaison Commissioner	Required for all BOC meetings
	DATE		required for an 200 moetings
		County Counsel	*Required for all legal documents
	DATE		
· · · · · · · · · · · · · · · · · · ·		Finance Office	*Required for all contracts; other
	DATE	-	items as appropriate.
<u>.</u>	DATE	Human Resources	*If appropriate
			imultaneously). When each office has notified the submitting request to the BOC for placement on the agenda.

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

AGENDA ITEM COVER SHEET

Morrow County Board of Commissioners

(Page 2 of 2)

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

This purchase will replace VIN:2C4RDGBG4GR1522393 which has exceeded it's useful life according to the Oregon Department of Transportation (ODOT) Transit Division. This vehicle will be taken out of service to be used as a backup and for office staff use.

Request for quote was released in August 2022 for one standard "white" minivan on Oregon Buys website. No quotes were received. Next, email requests were sent to six plus northwest area dealerships.

Three of the six dealerships responded with quotes, the remaining three did not have any inventory nor did they plan on placing an order with the manufacture. Quotes are in the agenda packet for your review.

Summary of quotes:

RonTonkin Chryser Jeep Dodge Ram Fiat of Portland 2022 Pacifica Touring L \$37,974.03

Rogers Toyota of Hermiston 2022 Sienna -LE AWD 8-Passenger Hybrid CVT \$39,235.00

Driveway Chrysler Dodge Jeep Ram of Portland 2022 Pacifica Touring L \$40,852.00

2. FISCAL IMPACT:

\$37,974.03 from budget 225 Vehicle Reserve

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

Motion to order one 2022 Chrysler Pacifica Touring for \$37,364 from Tonkin Chrysler of Portland.

Attach additional background documentation as needed.

16800 S E MCLOUGHLIN MILWAUKIE, OR 9726749		Confi	guration Preview		
Date Printed: Estimated Ship Date:	2022-09-09 3:09	PM VIN: VON:	t,	Quantity: Status:	
				FAN 1:	
				FAN 2:	
Sold to:		Ship to:		PO Number:	
RON TONKIN CJDRF (60	706)	RON TONKIN	N CJDRF (60706)		
16800 S E MCLOUGHLIN	BLVD	16800 S E M	CLOUGHLIN BLVD		
MILWAUKIE, OR 9726749	956	MILWAUKIE,	OR 972674956		
/ehicle:			2022 PACIFICA TOU	RING (RUCR53)	
	Sales Code	Description	-		MSRP(USD)
Nodel:	RUCR53	PACIFICA TOURIN			37,095
ackage:	27W	Customer Preferred	•		0
	ERC	3.6L V6 24V VVT E			0
	DFH	9-Spd 948TE Auto			0
aint/Seat/Trim:	PW7	Bright White Clear (Coat		0
	APA	Monotone Paint			0
	*H7	Cloth Bucket Seats	5		0
Options:	-X3	Black/Black/Black			0
vpuons.	YEP XA5	Manuf Statement of Parksense RR Park	-		0
	5N6		Assist Unavailable		-65
	4FM	Easy Order Fleet Option Editor			0
	4FT	Fleet Sales Order			0
	170	Zone 70-Phoenix A	17000		0
	4EA	Sold Vehicle	nzuna		0
Ion Equipment:	4WA	Misc Commercial A	count		0
Discounts:	YGE	5 Additional Gallons			0
Destination Fees:					1,595
				Total Price:	38.625
Order Type;	Fleet		PSP Month/Wee	ek:	
Scheduling Priority:	1-Sold Order		Build Priority:	99	
alesperson:	John L Paters	on			
Sustomer Name:			55102	_	\$37,634.00
Customer Address:			PRICE		
	USA		CORP	PACT TAX	\$151.89
nstructions:			PRIVI	LEGE TAX	\$188.17
			TOTA		\$37,974.03

Note: This is not an invoice. The prices and equipment shown on this priced order confirmation are tentative and subject to change or correction without prior notice. No claims against the content listed or prices quoted will be accepted. Refer to the vehicle invoice for final vehicle content and pricing. Orders are accepted only when the vehicle is shipped by the factory.



Rogers Toyota of Hermiston

80364 N. Highway 395 Hermiston OR 97838 541-567-6461

2022 Sienna-LE AWD 8-Passenger H				
Model: 5403E VIN: 5TDKSKFC5NS069254 Stock: 22H1311				
Engine: 2.5-Liter-Hybrid				
Transmission: ECVT		EXTERIOR White	Gray-V	OR Voven Fabric
PRICE		Fuel Economy		
Vehicle base model (MSRP *)	\$37,285.00			
Factory Installed Packages & Accessories	\$150.00	B 35	35 _{mpg}	36 _{mpg}
Port Installed Packages & Accessories	\$585.00	Combined	CITY	Highway
Delivery processing / handling	\$1,215.00			
Total Price	\$39,235.00			
TOTAL INSTALLED PACKAGES & Au 50-State Emissions Roof-rails	CCESSORIES		FIO	\$0.00 \$150.00
Roof-rails.			FIO	
All-Weather-Floor Liner Package			FIG	\$220.00
Engineered-to precisely fit your vehicle, all-w that cleans easily. Precise injection molding u for second and third rows. Skid-resistant back	uses Toyota's original veh	icle design data for a perfe	ct fit. Full coverage	
Roof-Rack Cross Bars				\$200.00
Mount-directly to the roof rails to help you ca variety of roof rack accessories . LE, XLE, and Bars.				
			PIO	
Tri-Fold-Cargo Liner Precisely-engineered to fit the Sienna's cargo	floor Folds up for an	torac		\$165.00
Fredsely-engineered to ne the siema's cargo	ricor. Folds up for easy s	corage.	PIO	
Preferred-Owner's Portfolio				\$0.00
Total Optional Equipment			PIO	
Total Optional Equipment				\$735.00
Vehicle base model (MSRP *)				\$37,285.00



Delivery processing / handling

Features

Mechanical & Performance

- Engine:-Hybrid—2.5-Liter with Double Overhead Cam (DOHC), 16-Valve, D-4S Injection and Dual VVT-i
- Emission-rating: Super Ultra Low Emission Vehicle (SULEV)
- Traction-battery: Battery type: sealed Nickel-Metal Hydride (Ni-MH)
- Drivetrain:-Electronic On-Demand All-Wheel Drive (AWD) system
 Suspension:-Independent MacPherson strut front suspension; multi-link rear suspension
- Brakes:-Ventilated 12.9-in. front disc brakes
- Turning-circle diameter, curb to curb (ft.) 38.30 ft
- Engine-2.5-Liter Hybrid
- Weight-Rating 6170 lbs

Exterior

- LED-headlights and LED Daytime Running Lights (DRL) with auto on/off feature
- Black-grille
- Dual-power sliding side doors
- 17-in.-alloy wheels with P235/65R17 tires
- Intermittent-rear wiper
- Rear-lower bumper in black
- Black-Sienna liftgate logo
- Chrome-AWD badge

Exterior Dimensions

- Overall-length 203.7
- Overall-height, unloaded, with/without roof rails 68.5/69.7
- Track-(front/rear) 67.7 / 68.5
- Coefficient-of drag (Cd) 0.29

Interior

- Three-zone-automatic climate control with air filter, individual temperature settings for driver, front passenger and rear-seat passengers, and separate rear digital control panel
- Fabric-trimmed-front seats with seatback pockets; 8-way poweradjustable driver's seat
- Fabric-trimmed-60/40 One-Motion-Stow Split & Stow 3rd Row[®] seat
- 4.2-in.-Multi-Information Display (MID) with odometer, fuel economy, trip information, and warning messages
- Rear-window defogger with timer
- Power-windows with one-touch auto up/down, jam protection in all positions
- Manual-second-row sunshades
- Fixed-center console with wood-grain-style accents, passthrough, illuminated storage compartment, and four cup holders
- Lockable-glove compartment
- Up-to 18 cup and bottle holders
- Front--and rear-door map pockets with bottle holders

Audio Multimedia

🐨 TOYOTA 🔜 💻

Proud Mobility Partner

 Audio—9-in.-touchscreen, six speakers, Android Auto[™] & Apple CarPlay[®] & Amazon Alexa compatible, one USB media port, six USB charge ports, hands-free phone capability and music streaming via Bluetooth[®] wireless technology, SiriusXM[®] with 3month Platinum Plan trial subscription. See toyota.com/audiomultimedia for details. Connected Services — Safety Connect[®] with 1-year trial, Wi-Fi Connect with up to 2 GB within 3-month

- Engine:-245 net hybrid system hp
- Electric-motors: Permanent magnet synchronous motors (two front, one rear)
- Transmission:-Electronically controlled Continuously Variable Transmission (ECVT) with sequential shift mode
- Drive-modes: Normal, Eco, EV, Sport
- Steering:-Electric Power Steering (EPS)
- Brakes:-Ventilated 12.5-in. rear disc brakes
- Electronic-On-Demand All-Wheel Drive (AWD) system
- ECVT
- LED-taillights and stop lights
- Color-keyed-heated power outside mirrors with blind spot warning indicators
- Color-keyed-outside door handles
- Variable-windshield wipers
- Privacy-glass on rear windows
- Color-keyed-rear spoiler with LED center high-mount stop light
- Chrome-Toyota emblem and grade badge
- Black-roof-mounted shark-fin antenna
- Overall-width 78.5
- Wheelbase-120.5
- Ground-clearance 6.37
- Integrated-backup camera
- 8-passenger-seating with fabric-trimmed second-row bench with stowable center seat
- Tilt/telescopic-steering wheel with audio, Multi-Information Display (MID), Bluetooth[®] hands-free phone and voicecommand, Dynamic Radar Cruise Control (DRCC), Lane Departure Alert (LDA) and Lane Tracing Assist (LTA) controls
- Remote-keyless entry system with lock, unlock, panic, and Push Button Start
- Power-door locks with shift-activated locking feature and antilockout feature
- Non-glare-rearview mirror
- One-USB media port and six USB charge ports
- Dual-sun visors with illuminated vanity mirrors
- One-12V DC outlet (under bridge console)
- Overhead-console with maplights and dome lights, side door controls and Safety Connect[®]
- Electric-Parking Brake (EPB) with Brake Hold function

trial. S

ToyotaCare

• 24-hour-Roadside Assistance \$0 (No Cost)

Safety & Convenience

- Star-Safety System[™]—includes Enhanced Vehicle Stability Control (VSC), Traction Control (TRAC), Anti-lock Brake System (ABS), Electronic Brake-force Distribution (EBD), Brake Assist (BA) and Smart Stop Technology[®] (SST)
- Tire-Pressure Monitor System (TPMS) with direct pressure readout and individual tire location alert
- Tire-repair kit
- Adjustable-seatbelt anchors on front and outboard second-row seats and driver and front passenger seatbelt pretensioners with force limiters
- Hill-Start Assist Control (HAC)
- Blind-Spot Monitor (BSM) and Rear Cross-Traffic Alert (RCTA) with Rear Cross-Traffic Braking (RCTB)

- No-cost maintenance plan \$0 (No Cost)
- Ten-airbags —includes driver and front passenger Advanced Airbag System, driver, front passenger and second-row outboard seatmounted side airbags, driver knee airbag, front passenger seatcushion airbag, side curtain airbags
- Child-protector-rear door locks
- 3-point-seatbelts for all seating positions; driver-side Emergency Locking Retractor (ELR) and Automatic/ Emergency Locking Retractors (ALR/ELR) on all passenger seatbelts
- Five-LATCH (Lower Anchors and Tethers for CHildren) locations: includes lower anchors on all three second-row seats, and passenger side and center third-row seats
- Toyota-Safety Sense™ 2.0 (TSS 2.0) Pre-Collision System with Pedestrian Detection (PCS w/PD), Lane Departure Alert with Steering Assist (LDA w/SA), Lane Tracing Assist (LTA), Automatic High Beams (AHB), Full-Speed Range Dynamic Radar Cruise Control (DRCC), Road Sign Assist (RSA)
- Anti-theft-system with alarm and engine immobilizer

*2022 Manufacturer's Suggested Retail Price excludes the Delivery +Processing and Handling Fee taxes license title and available or regionally required +equipment. Actual Dealer price may vary. Pricing fuel economy specification standard features and +available equipment are based on information available when this page was produced and +subject to change without notice.

ToyotaCare, which covers normal factory scheduled maintenance for 2 years or 25,000 miles, whichever comes first, is included as part of the sales price of the vehicle for qualifying buyers. See participating dealer for eligibility and coverage details,

Disclaimer: This document is only representative of some of the information contained on an actual window sticker and is not meant to replace or + substitute for the actual window sticker on the vehicle. Please see your retailer for +further information.

Create Date: 08/24/2022



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PORTLAND, OR 972322	720						
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Model:	RUCH53	Description PACIFICA TOURIN				MSRP(USD)	FWP(USD)
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Note: This is not an involce. The prices and equipment shown on this priced order confirmation are tentative and subject to change or correction without prior notice. No claims against the content listed or prices quoted will be accepted. Refer to the vehicle invoice for final vehicle content and pricing. Orders are accepted only when the vehicle is shipped by the factory.

Karen Wolff

From: Sent: To: Cc: Subject: Kevin Ince Friday, September 9, 2022 1:55 PM Katie Imes Jim Doherty; Karen Wolff RE: BoC ACS - Vehicle Purchase 9/21/22

Finance has reviewed; no issues with proceeding.

Kevin C. Ince, CMA Morrow County Finance Director Office: (541) 676-5615 Mobile: (541) 256-0871 P.O. Box 867 110 N. Court St. Heppner, OR 97836 Email: kince@co.morrow.or.us



From: Katie Imes <kimes@co.morrow.or.us>
Sent: Friday, September 9, 2022 1:10 PM
To: Kevin Ince <kince@co.morrow.or.us>
Cc: Jim Doherty <jdoherty@co.morrow.or.us>; Karen Wolff <kwolff@co.morrow.or.us>
Subject: RE: BoC ACS - Vehicle Purchase 9/21/22

Hello, Here is the updated ACS for 9/21, I added a third quote that was received today.

Thanks,

Katie Imes Morrow County Transit Manager P.O. Box 495 Heppner, Or. 97836 Office: 541-676-5667 Cell: 541-256-6106

"It's Time to Get Going"

From: Katie Imes Sent: Thursday, September 8, 2022 1:24 PM To: Kevin Ince <<u>kince@co.morrow.or.us</u>> Cc: Jim Doherty <<u>jdoherty@co.morrow.or.us</u>> Subject: BoC ACS - Vehicle Purchase 9/21/22

Hello Kevin,

Attached is ACS for the purchase of a standard minivan. Please review and let me know if you have any questions and/or approve to move forward.

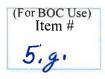
Thank you,

Katie Imes Morrow County Transit Manager P.O. Box 495 Heppner, OR 97836 Office 541-676-5667 Cell 541-256-6106

"It's Time to Get Going"



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



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

Presenter at BOC: Sandi Pointer	Date submitted to reviewers: 09.14.2022
Department: Public Works - Road Department	Requested Agenda Date: 09/21/2022
Short Title of Agenda Item: Road Committee Member	Appointments (3)
(No acronyms please)	
This Item Involves: (C	heck all that apply for this meeting.)
Order or Resolution	Appointments
Ordinance/Public Hearing:	Update on Project/Committee
Ist Reading 2nd Reading	Consent Agenda Eligible
Public Comment Anticipated:	Discussion & Action
Estimated Time:	Estimated Time:
Document Recording Required	Purchase Pre-Authorization
Contract/Agreement	Other
N/A Purchase Pre-Author	izations, Contracts & Agreements
Contractor/Entity:	
Contractor/Entity Address:	
Effective Dates – From:	Through:
Total Contract Amount:	Budget Line:
Does the contract amount exceed \$5,000?	es 🔲 No
Reviewed By:	
ErEric Imes 09/13/2De	partment Director Required for all BOC meetings
Melissa Linsday 09/13/2Lia	ison Commissioner Required for all BOC meetings
CO	unty Counsel *Required for all legal documents
	ance Office *Required for all contracts; other
DATE	items as appropriate.
	man Resources *If appropriate
DATE *Allow I	week for review (submit to all simultaneously). When each office has notified the submitting
	ent of approval, then submit the request to the BOC for placement on the agenda.

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

AGENDA ITEM COVER SHEET

Morrow County Board of Commissioners

(Page 2 of 2)

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

Morrow County Road Committee has a nine-person committee with alternates. Public Works is working to fill vacant positions.

Attached you will find the completed applications from the individuals wishing to be on the committee.

Representing Boardman area Rolf Prag and his term will expire 2025.

Three individuals have requested committee membership: Representing an alternate for Ione area is Elizabeth Peterson and her term will expire 2025. Representing an alternate for Ione area is Sabrina Bailey Cave and her term will expire 2025. Representing an alternate for Ione area is Jason Proudfoot and his term will expire 2025. Out of these two individuals, one representative will need to be selected that best fits the committee.

Representing North Co. At Large an alternate position, Joe Taylor and his term will expire 2025

2. FISCAL IMPACT:

N/A

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

Motion to accept Rolf Prag for representative for Boardman area term ending 2025. Joe Taylor for North Co. at Large, term ending 2025. Motion to accept a ______ Ione Alternate which term will expire 2025.

Attach additional background documentation as needed.

- Road Committee Members -

3 Applicants

Morrow County Public	: Works Departm	ent
365 W. Highway 74	Eric Imes	
P.O. Box 428	Director	Asst. Road Master
Lexington, OR. 97839		
Phone: (541) 989-9500	Sandi Pointer	Kirsti Cason
Fax: (541) 989-8352	Management Asst.	Administrative Asst.
(III A)		



Application for Morrow County Committee

Application will remain active for six months after it is received.

F

Date:	5 2022
Name:	Elizabeth Peterson
Address:	
Mailing Add	re
E-mail Addro	es Ione, DR-
Telephoner	
Telephone:	Ni
	Ho

NOTE: Information on this page is considered public record and may be available up on request.
Area of Representation:
Boardman, Irrigon, Heppner, Lexington, Ione, South County, North County
South County at Large, North County at Large or any postion as an Alternate
Name: Elizabeth Petersn
A 1
Occupation: City Administration
2
Availability: <u>Both</u>
day, evenings or both?
Briefly state why you would like to serve on the Morrow County Road Committee
I have lived in Morrow Ceruly the
majority of my life and travel most
of the roads is Down morrow County
and Toro. I an aware of roads that
need improvement. I feel that I can offer
Valuable insight and speak for the
Commany menor.

Please list qualifications and skills you have which you believe would be valuable if you are appointed to this position.

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of	the	(bren	s I	nace	SLIVE	r vor r
ma	n	(committee	ىن د	my life	me	and I
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han	nefici		am	readily	anu	able .

Please list personal and/or professional interest relevant to this committee and how you would use those skills to help develop, evaluate and plan during meetings:

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		munty		11	5		
)	5					

Road funds are dedicated funding defined by state statue and is prioritized by road classification to determine work schedules and allocations: Please explain your experience

Morrow County Publi	c Works Department	
365 W. Highway 74	Matt Scrivner	Eric Imes
P.O. Box 428	Director	Asst. Road Master
Lexington, OR. 97839		
Phone: (541) 989-9500	Sandi Pointer	Kirsti Cason
Fax: (541) 989-8352	Management Asst.	Administrative Asst.



Application for Morrow County Committee

Application will remain active for six months after it is received.

Date:	8-24-2022
Name:	Javon Pronetoot
Address:	
Mailing Ad	
	Ture, UR
E-mail Add	
Telephone:	

Information on this page is considered public record and may be available up on NOTE: request. Area of Representation: Jone Boardman, Irrigon, Heppner, Lexington, Ione, South County, North County South County at Large, North County at Large or any postion as an Alternate hone Name: Occupation: rea Availability: んず day, evenings or both? Briefly state why you would like to serve on the Morrow County Road Committee With the change in leadership I feel there is non appointing

inn

Please list qualifications and skills you have which you believe would be valuable if you are appointed to this position.

Please list personal and/or professional interest relevant to this committee and how

you would use those skills to help develop, evaluate and plan during meetings: Have 15 serve an saren con Hecs / Sinces

Road funds are dedicated funding defined by state statue and is prioritized by road classification to determine work schedules and allocations: Please explain your experience in budgeting, scheduling and any experience or knowledge of dedicated funding experience:

Morrow County Pub	lic Works Depart	ment
365 W. Highway 74	Eric Imes	
P.O. Box 428	Director	Asst. Road Master
Lexington, OR. 97839		
Phone: (541) 989-9500	Sandi Pointer	Kirsti Cason
Fax: (541) 989-8352	Management Asst.	Administrative Asst.
ATU O		



Application for Morrow County Committee

Application will remain active for six months after it is received.

Date:	23-May-2	22			
Name:	SaBrina	Bailey Cave			
Address:	145 W 2	nd Street, Ione		_	
Mailing Add	lress:			_	
E-mail Addr	ess:	Love	OR	_	
Telephone:	Work: Cell: Home:	110			

NOTE: Information on this page is considered public record and may be available up on request.

Area of Representation:	Alternate for lone
	Boardman, Irrigon, Heppner, Lexington, Ione, South County, North County
	South County at Large, North County at Large or any postion as an Alternate
Name:	SaBrina Bailey Cave
Occupation:	Accounting Clerk
Availability:	Both
	day, evenings or both?
Briefly state why you we	ould like to serve on the Morrow County Road Committee
The roads in our coun	ty are in nice shape compared to several other
counties in our state.	would like to contribute to the group that uses

long-range planning to improve our road conditions, along with creating a maintenance program to keep them in good repair.

Please list qualifications and skills you have which you believe would be valuable if you are appointed to this position.

As I work in the Finance Dept. of Morrow County, I have an intimate	
knowledge of how our county finances our various departments. My	
understanding of the expenditures, and financial reports, involving the	
Road Dept. could be a valuable asset to the committee.	

Please list personal and/or professional interest relevant to this committee and how you would use those skills to help develop, evaluate and plan during meetings:

The City of Ione has county roads running through it. As a member of the City Council, I have a vested interest in the general conditions of all of the roads in the vacinity of Ione. Once people know you're on a committee, they freely share information that can be taken to the area's representative, or the committee as a whole, to be considered in the long-range or maintenance plan. I enjoy representing the folks who have valid concerns but do not wish to, or cannot, attend meetings.

Road funds are dedicated funding defined by state statue and is prioritized by road classification to determine work schedules and allocations: Please explain your experience in budgeting, scheduling and any experience or knowledge of dedicated funding experience:

Working in the Administration department of Morrow County has allowed me to learn more about how our Special Revenue Funds, like our Road Dept., are funded. I have learned that with a good long-range plan, and a frugal eye on future expenditures, we are in a good financial position to get all of our roads in good working order and have the ability to continue the upkeep on them for years to come.

Morrow County Publi	c Works Departn	nent
365 W. Highway 74	Eric Imes	
P.O. Box 428	Director	Asst. Road Master
Lexington, OR. 97839		
Phone: (541) 989-9500	Sandi Pointer	Kirsti Cason
Fax: (541) 989-8352	Management Asst.	Administrative Asst.
RBOW CODA		



Application for Morrow County Committee

Application will remain active for six months after it is received.

+

 \mathbf{x}^{i}

Date:	5/18/2022 Rolf Prag City of Brand Men-
Name:	Non may
Address:	to city conter Circle
Mailing Address:	
	Burdwen, DR-
E-mail Address:	· 0 M
Telephone: Work: Cell: Home:	

NOTE: Information request.	on this page is considered public record and may be available up on
Area of Representation:	Boardman
Area of Representation.	Boardman, Irrigon, Heppner, Lexington, Ione, South County, North County
	South County at Large, North County at Large or any postion as an Alternate
Name:	Rolf Prug
Occupation:	city of Boardman
Availability:	both
	lay, evenings or both?
Briefly state why you wo	ould like to serve on the Morrow County Road Committee
I would like and Alberran Con Work's Dependent	to represent the barenon and inter to suport your county Public
-	
Please list qualifications valuable if you are appo <u>T whis part of</u> <u>Team Far 16</u> <u>Local govern</u>	the Port of Mourow Management
you would use those ski I Helped W	for professional interest relevant to this committee and how ills to help develop, evaluate and plan during meetings: ill Budget and planting at the last in T saw construction to This

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Road funds are dedicated funding defined by state statue and is prioritized by road classification to determine work schedules and allocations: Please explain your experience

Morrow County Publ	ic Works Departr	nent
365 W. Highway 74	Eric Imes	
P.O. Box 428	Director	Asst. Road Master
Lexington, OR. 97839		
Phone: (541) 989-9500	Sandi Pointer	Kirsti Cason
Fax: (541) 989-8352	Management Asst.	Administrative Asst.
OW Co		



Application for Morrow County Committee

Application will remain active for six months after it is received.

Date:	5/16/2022	
Name:	Joe Taylor	
Address:	78597 P	
Mailing Ad	dress:	
	Boerdmen,	<u>DR-</u>
E-mail Add	ress:	
Telephone		
	Work:	
	Cell:	
	Home:	

NOTE:		on this pag	ge is considered public record and may be available	: up on	
request. Area of Representation:		•	North county- alternate		
	cpresentation		Boardman, Irrigon, Heppner, Lexington, Ione, South County, South County at Large, North County at Large or any postion		
Name:		Joe Taylor			
Occupati	on:	Farmer			
Availabili	ty:	both day, evenings	c oc both2		
Briefly st	ate why you w		serve on the Morrow County Road Committee		
Because	was asked.				
	t qualification if you are app		you have which you believe would be iis position.		
l am fam	iliar with road	s in the Boa	rdman area.		
			sional interest relevant to this committee and how develop, evaluate and plan during meetings:	ı	

Road funds are dedicated funding defined by state statue and is prioritized by road classification to determine work schedules and allocations: Please explain your experience

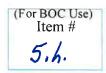


AGENDA ITEM COVER SHEET

Morrow County Board of Commissioners (Page 1 of 2)

Date submitted to reviewers: 9/6/2022

Requested Agenda Date: 9/21/2022



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

Presenter at BOC: Eric Imes Department: Public Works - Roads Short Title of Agenda Item: (No acronyms please) Rock crushing fee increase request

This Item Involves: (Check all	that apply for this meeting.)
Order or Resolution	Appointments
Ordinance/Public Hearing:	Update on Project/Committee
🔲 1st Reading 🔄 2nd Reading	Consent Agenda Eligible
Public Comment Anticipated:	Discussion & Action
Estimated Time:	Estimated Time: 10 minutes
Document Recording Required	Purchase Pre-Authorization
Contract/Agreement	Other
	[1] (mark)

N/A Purchase P	re-Authorizations, Contracts & Agreements
Contractor/Entity: 4-R Equipment, LLC	
Contractor/Entity Address: PO Box 1669 Red	mond, Or 97756
Effective Dates – From: September 14, 2022	Through: November 15, 2023
Total Contract Amount: \$955,650 this year.	Budget Line: 202-220-5-20-3440
Does the contract amount exceed \$5,000?	Yes No

Reviewed	By:
----------	-----

Eric Imes	9/7/2022 DATE	_Department Director	Required for all BOC meetings
Melissa Lindsay	9/7/2022 DATE	Liaison Commissioner	Required for all BOC meetings
	DATE	_County Counsel	*Required for all legal documents
Kevin Ince	9/7/2022 DATE	_Finance Office	*Required for all contracts; other items as appropriate.
			*If appropriate ltaneously). When each office has notified the submitting uest to the BOC for placement on the agenda.

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

AGENDA ITEM COVER SHEET

Morrow County Board of Commissioners

(Page 2 of 2)

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

On December 8th, 2021 the previous Public Works Director requested approval for a contract extension with our rock crushing contractor 4-R Equipment, LLC. The extension was approved and set to terminate November 15th, 2023. In the discussion portion of the agenda cover sheet (attached below) I read that 4-R agreed to a two year extension with no change to the fee schedule. That agreement poses a problem for me. The original fee schedule is from 2016. Due to inflation and todays market 4-R cannot crush rock at those costs. In hindsight 4-R should not have made the verbal agreement.

Attached is an updated fee schedule dated September 2nd, 2022. 4-R assured me they kept the costs as low as they could. I checked with Heppner ODOT on their most recent crushing fees. 4-R is at least a dollar per ton cheaper. ODOT would pay at least \$127,000 more if they crushed what we are hoping to crush this year. I also reached out to a few other County Road Officials for their opinion on this quote. I am confident we are getting a fair price for our crushing this year.

2. FISCAL IMPACT:

Rock Crushing is payed out of the road fund contract services 202-220-5-20-3340

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

Motion to approve the updated fee schedule for 4-R Equipment.

Attach additional background documentation as needed.

Extension of Contract Agreement

7	This Extension of Contract is between Morrow County, a political subdivision of the State of Oregon,
8	hereafter called County, and 4R Equipment L.L.C., hereafter called Contractor. County's Contract
9	Administrator for this contract is Matt Scrivner, Public Works Director. Countractor. County's Contract
10	and the mark between, I used works Director.
11	THIS EXTENSION OF CONTRACT ("Extension") is made the out

11 THIS EXTENSION OF CONTRACT ("Extension") is made this 8th day of December, 2021, for the purpose 12 of extending the contract known as Morrow County Personal/Professional Services Contract Rock Crushing 13 dated November 16, 2016, ("Original Contract") between Contractor and Morrow County (the "Parties").

1.	The Original Contract, which is attached hereto as a part of this Extension-Morrow County
	Personal/Professional Services Contract Rock Crushing (Exhibit A)

2. The Parties agree to extend the Original Contract for an additional period. The contract shall terminate on November 15, 2023, unless earlier terminated or extended.

3.	This Extension binds and benefits both Parties and any successors or assigns.	This document
	including the attached Original Contract, is the entire agreement between the	Parties

All other terms and conditions of the Original Contract remain unchanged.

CONTRACTOR By: Title Date: 12-8-21 COUNTY MORROW COUNTY BOARD OF COMMISSIONERS Date: Dec V -Don Russell, Chair a Jim Doherty, Commissione Abser APPROVED AS TO FORM Melissa Lindsay, Commissioner County Counsel Just Nels OSB \$07446c

MORROW COUNTY MATERIALS AND PERSONAL/PROFESSIONAL SERVICES CONTRACT ROCK CRUSHING

THIS AGREEMENT, made as of the 16th DAY OF NOVEMBER, 2016 by and between <u>Morrow</u> <u>County</u>, a political subdivision of the State of Oregon, (County) and <u>4R Equipment L.L.C.</u> (Contractor). County's Contract Administrator for this contract is <u>Burke O'Brien</u>. <u>Public Works</u> <u>Director</u>.

1001

NOW THEREFORE, the parties are agreed as follows:

1. Effective Date and Duration.

This contract shall become effective on the date this Contract has been signed by every party hereto. Unless earlier terminated or extended, this Contract shall expire after five years from the effective date of this contract. This contract does include the option for renewal. Expiration shall not extinguish or prejudice **County**'s right to enforce this Contract with respect to any breach of a Contractor warranty; or any default or defect in Contractor performance that has not been cured.

2. Statement of Work.

The parties are agreed upon the following terms and conditions: Contractor will perform gravel crushing services, as herein described:

SPECIFICATON OF MATERIALS

- a) Contractor shall provide the following amounts in the specified estimated amount with costs to provide the County: See Attached Bid Documents.
- b) Contractor shall supply all labor, supplies, materials and supervision necessary to complete Contractor's performance of this agreement.
- c) Contractor shall supply and operate under the sole action of the contractor and will be responsible for any and all fines, fees and penalties associated with the mining of materials. Any fees and citations due to unsafe practices will be paid by contractor. Abide by all rules and regulations.
- d) Any injuries incurred by, or caused by, contractor are the sole responsibility of contractor. Contractor shall indemnify and hold County harmless for any and all injuries resulting from contractor carrying out the terms of the contract.
- e) All labor, materials and equipment required in the drilling and blasting of the rock quarry site shall be furnished solely by Contractor.
- f) Contractor shall be fully and solely responsible for any damage or loss to any person or property, of any kind or nature whatsoever, arising by reason of drilling and blasting operation, and shall indemnify and hold County harmless therefrom; Contractor shall provide to County proof of insurance coverage protection in the amount of One Million Dollars (\$1,000,000), against such loss or damage upon execution of this contract.
- g) All acts required of Contractor to be performed pursuant to this agreement, shall be performed in the exercise of Contractor's sole discretion and professional judgement. Contractor shall establish the times the work is to be performed; so long as there results no unreasonable interference with County's work.

- h) The contractor shall be given notice and begin project within fourteen (14) calendar days from notice to proceed at quarry pits or road construction projects. However, the Contractor may be called to do emergency drilling and blasting due to nature caused situations. The Contractor will be reimbursed actual move in and move out cost plus drilling and blasting cost for such incidents.
- i) Prior to commencement of the drilling and blasting, Contractor shall provide to County a certificate of proof certifying that Contractor is maintaining Workman's Compensation coverage on any and all of Contractor's employees, if any.
- j) In the event suit or action is brought to enforce the terms and provisions of this Agreement, or any of them, the prevailing party shall be entitled to an award of its costs and reasonable attorney's fees at trial, or upon any appeal therefrom.
- k) Contractor shall comply with ORS Chapter 279, wage and hour requirements, as applicable.

3. Payment

- a) Payment for each project will be made in full within thirty (30) days of production or delivery and submission of an itemized invoice by Contractor, to County. The itemized invoice shall include number of tons, price per ton, and an explanation of any other cost incurred during production of material. Prices are controlled by the bid documents attached as Exhibit "A".
- b) In the event County is unable to perform its obligations hereunder by reason of inability to obtain funds through the budgetary process, then this agreement shall be terminated, and shall be of no further force or effect, and shall not be binding upon either party. Contractor shall be notified in writing that this agreement is terminated, all delivery will cease.
- c) The Parties acknowledge that the County reserves the right to retain ten percent (10%) of total payment until they are satisfied work is completed as per contract requirements, and not in lieu of any other remedy available to County in the ordinary course of the law.

4. Contract Documents.

This contract consists of this Contract with all attached exhibits. All attached Exhibits are hereby incorporated by reference.

5. Independent Contractor; Responsibility for Taxes and Withholding

- a) Contractor shall perform required Work as an independent contractor. Although County reserves the right (i) to determine (and modify) the delivery schedule for the Work to be performed and (ii) to evaluate the quality of the completed performance, County cannot and will not control the means or manner of Contractor's performance. Contractor is responsible for determining the appropriate means and manner of performing the Work.
- b) If Contractor is currently performing work for County, the State of Oregon or the Federal Government, Contractor by signature to this Contract declares and certifies that: Contractor's work to be performed under this Contract creates no potential or actual conflict of interest as defined by ORS 244 and that no rules or regulations of Contractor's employing entity (county, state or federal) would prohibit Contractor's activities under this

² Page - MORROW COUNTY MATERIALS AND PERSONAL/PROFESSIONAL SERVICES CONTRACT- ROCK CRUSHING

Contract. Contractor is not an "officer", "employee", or "agent" of **County**, as those terms is used in ORS 30.265.

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

6. Subcontracts and Assignment; Successors and Assigns.

- a) Contractor shall not enter into any subcontracts for any of the Work required by this Contract, or assign or transfer any of its interest in this Contract, without County's prior written consent. In addition to any other provisions County may require, Contractor shall include in any permitted subcontract under this Contract a requirement that the subcontractor be bound by sections 6, 10, 11, 15, and 17 of this Contract as if the subcontractor were the Contractor. County's consent to any subcontract shall not relieve Contractor of any of its duties or obligations under this Contract.
- b) The provisions of this Contract shall be binding upon and shall inure to the benefit of the parties hereto, and their respective successors and assigns, if any.

7. No Third Party Beneficiaries.

County and Contractor are the only parties to this Contract and are the only parties entitled to enforce its terms. Nothing in this Contract gives, is intended to give, or shall be construed to give or provide any benefit or right, whether directly, indirectly or otherwise, to third persons unless such third persons are individually identified by name herein and expressly described as intended beneficiaries of the terms of this Contract.

8. Funds Available and Authorized

- a) Contractor shall not be compensated for work performed under this contract by any other County or department of the State of Oregon. County has sufficient funds currently available and authorized for expenditure to finance the costs of this Contract.
- b) County will only pay for completed work that is accepted by COUNTY.

9. Representations and Warranties

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

10. Indemnity.

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

11. Insurance.

Contractor shall provide insurance as required by State law.

12. Terminations

- a) Parties Right to Terminate for Convenience. This Contract may be terminated at any time by mutual written consent of the parties.
- b) County's rights to Terminate for Convenience. County may, at its sole discretion, terminate this Contract, in whole or in part upon 30 days notice to Contractor.
- c) County's Right to Terminate for Cause. County may terminate this Contract, in whole or in part, immediately upon notice to Contractor, or at such later date as County may establish in such notice, upon the occurrence of any of the following conditions: (i) County fails to receive funding, or appropriations, limitations or other expenditures authority at levels sufficient to pay for contractor's work, (ii) federal or state laws, regulation or guidelines are modified, or interpreted in such a way that either the Work under this Contract is prohibited or County is prohibited from paying for such work for the planned funding source; (iii) contractor no longer holds any license or certificate that is required to perform the work; or (iv) contractor commits any material breach or default of any covenant, warranty, obligation or agreement under this Contract, fails to perform the work under this contract or's performance under this contract in accordance with its terms, and such breach, default or failure is not cured within 10 business days after delivery of County's notice, or such longer period as County may specify in such notice.
- d) Contractor's right to terminate for cause. Contractor may terminate this Contract upon 30 days notice to County if County fails to pay contractor pursuant to the terms of this contract and County fails to cure within 30 business days after receipt of Contractor's notice, or such longer period of cure as Contractor may specify in such notice.
- e) Remedies in the event of termination pursuant to Sections 13.a,13.b,13.c (i), 13,c (ii) or 13.d, Contractor's sole remedy shall be a claim for the sum designated for accomplishing the Work multiplied by the percentage of Work completed and accepted by County, less previous amount paid and any claim(s) which state has against contractor. If previous amounts paid to contractor exceed the amount die to contractor under this subsection, contractor shall pay any excess to county upon demand. In the event of termination pursuant to section 13.c (iii) or 13.c (iv), county shall have any remedy available to it in lay or equity. If it is determined for any reason the contractor was not in default under Section 13.c (iv), the rights and obligations of the parties shall be the same as it the contract was terminated pursuant to section 13.b.

4 Page- MORROW COUNTY MATERIALS AND PERSONAL/PROFESSIONAL SERVICES CONTRACT- ROCK CRUSHING

f) Contractors tender upon termination upon receiving a notice of termination of this contract, contractor shall immediately cease all activities under this contract, unless county expressly directs otherwise in such notice of termination, upon termination of this contract, contractor shall deliver to county all documents, information, works-in-progress and other property that are or would be deliverables had the contract been completed. Upon county request, contractor shall surrender to anyone county designates, all documents, research or objects or other tangible things needed to complete the work.

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

14. Records Maintenance; Access.

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

15. Compliance with Applicable Law.

Contractor shall comply with all federal, state and local laws, regulations, executive orders and ordinances applicable to the Work under this Contract. Without limiting the generality of the foregoing, Contractor expressly agrees to comply with: (i) Title VI of Civil Rights Act of 1964; (ii) Section V of the Rehabilitation Act of 1973; (iii) the Americans with Disabilities Act of 1990 and ORS 659.425; (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. County's performance under this Contract is conditioned upon Contractor's compliance with the provisions of ORS 279.312, 279.314, 279.316, 279.320, and 279.555, which are incorporated by reference herein.

16. Force Majeure.

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

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17. Survival.

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

18. Time is of the Essence. Contractor agrees that time is of the essence under this Contract.

19. 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 mailing the same, postage prepaid, to Contractor or County at the address or number set forth on the signature page of this Contract, or to such other addresses or numbers as either party may hereafter indicate pursuant to this Section 21. Any communication or notice so addressed and mailed shall be deemed to be given five (5) days after mailing. 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.

20. Severability.

The parties agree that if any term or provision of this contract 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 the contract did not contain the particular term or provision held to be invalid.

21. Counterparts.

This Contract may be executed in several counterparts, 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 the Contract so executed shall constitute an original.

22. Disclosure of Social Security Number.

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

23. Governing Law, Venue, Consent to Jurisdiction.

This Contract 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 County (and/or any other County or department of the State of Oregon) and Contractor that arises from or relates to this Contract shall be brought and conducted solely and exclusively within the Circuit Court of Morrow County for the State of Oregon; provided, however, if a Claim must be brought in a federal forum, then it shall be brought and conducted solely and exclusively within the United States District Court for the District of Oregon. CONTRACTOR, BY EXECUTION OF THIS CONTRACT, HEREBY CONSENTS TO THE IN PERSONAM JURISDICTION OF SAID COURTS.

6 Page- MORROW COUNTY MATERIALS AND PERSONAL/PROPESSIONAL SERVICES CONTRACT- ROCK CRUSHING



24. Merger.

This contract and any 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 County to enforce any provision of this Contract shall not constitute a waiver by County of that or any other provision.

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

CONTRACTOR DATA AND CERTIFICATION

Name (tax filing): 4R EQUIPMENT L.L.C.

Address:

Citizenship, if applicable: Non-resident alien 🗆 Yes 🛛 No

Business Designation (check one):		
□ Corporation □ Partne	rship Limited Partnership	🛛 Limited Liability
Company	•	
Limited Liability Partnership	□ Sole Proprietorship	□ Other
		12
Federal Tax ID#: 93.1100544	or SSN#:	-

Above payment information must be provided prior to contract approval. This information will be reported to the Internal Revenue Service (IRS) under the name and taxpayer I.D. number submitted. (See IRS 1099 for additional instructions regarding taxpayer ID numbers.) Information not matching IRS records could subject contractor to 31 percent backup withholding.

Certification: The individual signing on behalf of Contractor hereby certifies and swears under penalty of perjury: (a) the number shown on this form is Contractor's correct taxpayer identification; (b) Contractor is not subject to backup withholding because (i) Contractor is exempt from backup withholding, (ii) Contractor has not been notified by the IRS that Contractor is subject to backup withholding as a result of a failure to report all interest or dividends, or (iii) the IRS has notified Contractor that Contractor is no longer subject to backup withholding; (c) s/he is authorized to act on behalf of Contractor, s/he has authority and knowledge regarding Contractor's payment of taxes, and to the best of her/his knowledge, Contractor is not in violation of any Oregon tax laws (including, without limitation, those listed in Exhibit B); (d) Contractor is an independent contractor as defined in ORS 670.600; and (e) the above Contractor data is true and accurate.

7 Page- MORROW COUNTY MATERIALS AND PERSONAL/PROFESSIONAL SERVICES CONTRACT- ROCK CRUSHING 🕥 Exhibit A - 8 👘

	CONTRACTOR 4R EQUIPMENT L.L.C.
	By: Gon Golenson L Title: Momber Date: 11-10-2016
	Phone number: 541 - 480 - 370 6
	COUNTY MORROW COUNTY COURT
	ATTEST: <u>Bethold Utboll</u> Court Clerk Date: <u>11972016</u> <u>Jerry K. Jallman</u> , County Judge <u>December Rea</u> Learn Rea, Commissioner
/	Approved as to form: County Counsel
//	

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BID SHEET FOR LOCATIONS OF PITS

	perion	Cost per T				
CHIP SE	1	ROCK	ROAD R	оск	BASE RC	оск
/2" 1/2"-3,	-1" 3/4"	" 3/4"-1"	1'	1 1/2"	Z"	and up
ton	ton	ton	ton	ton	ton	ton
6.45	5.40	6.10	5.40	5.20	5.10	5,10
6.10	4,75	5.90	4.75	4.45	4,35	4.35
6.75	5.70	6.40	5.70	5.50	5.40	5.40
5.45	9 4.40	5.10	4.40	4.20	4.10	4.10
6.45	5.40	6.10	5.40	5.20	5.10	5.10
17.50	610	7.50	6 10	5.00	5 80	5.80
	7.50 7.50	7.50	7.50 7.50 6.10	7.50 7.50 6.10 6.10	7.50 7.60 6.10 6.10 5.90	7.50 7.50 6.10 6.10 5.90 5.80

PROPOSED BID SHEET FOR LOCATIONS If we end up having to make 1-chip product only in a pit add 2.30 per ton to the chip rock prices in Helburg pit and 2.60 per ton to chip rock prices in all other pits. Additional tonnage above 25,000 tons in any pit will have a .50 cent per ton discount for all material produced in that pit above 25,000 tons.

BID SHEET FOR LOCATIONS OF PITS

Proposal sheet

PIT SITE LOCATION		CHIP SEAL	ROCK	Cost per	Ton ROAD R	ЭСК	BASE RO	СК
	• -	' 1/2"-3/4'	•	3/4"	1'	1 1/2"	2"	and up
Unit of Measure	ton	ton	ton	ton	ton	ton	ton	ton
LITTLE BUTTER CREEK AGREEMENT PIT OWNER – BUTTER CREEK CATTLE								
28/15/28E	6.80	6.45	6.10	5.40	5.40	5.20	5.10	5.10
HALVORSEN AGREEMENT PIT DWNER - FRANK HALVORSEN								
27/15/23	6.80	6.45	6.10	5.40	5.40	5.20	5.10	5.10
BIG BUTTERCREEK AGREEMENT PIT DWNER - BUTTER CREEK CATTLE								
25/1N/28E	7.70	7.35	7.00	6.30	6.30	6.10	6.00	6.00

PROPOSED BID SHEET FOR LOCATIONS If we end up having to make 1-chip product only in a pit add 2.30 per ton to the chip rock prices in Helburg pit and 2.60 per ton to chip rock prices in all other pits. Additional tonnage above 25,000 tons in any pit will have a .50 cent per ton discount for all material produced in that pit above 25,000 tons.

BID SHEET FOR LOCATIONS OF PITS

Proposal sheet

PIT SITE LOCATION		CHIP SE	AL ROCK	1	ROAD R	DCK	BASE RO	CK
	1/4"-1/	2" 1/2"-3/	4" 3/4"-1"	3/4"	1'	1 1/2"	2"	and up
Unit of Measure SANDHOLLOW/DOUGHERTY AGREEMENT PIT OWNER - DOUGHERTY RANCH	ton	ton	ton	ton	ton	ton	ton	ton
7/15/27E	6.80	5.45	6.10	5.40	5.40	5.20	5.10	5,10
WILDINSON/SKINNER FORK AGREEMENT PIT OWNER - WILKENSON RANCHES								
12/35/27E	5.80	6.45	6.10	5.40	5.40	5.20	5.10	5.10
T URNER - SANDHOLLOW AGREEMENT PIT OWNER - TURNER RANCHES								
17/2S/27E	7.10	6.75	6.40	5.70	5.70	5.50	5.40	5.40
CARLSON AGREEMENT PIT OWNER 4 C RANCHES/LOUIS CARI	SON							
7/3S/24E	6.80	6.45	6.10	5.40	5.40	5.20	5.10	5.10
BRITT AGREEMENT PIT OWNER MARTY BRITT RANDY, RAE AND SID								
1N/27E/	6.80	6.80	6.80		5.40	5.20	5,10	

PROPOSED BID SHEET FOR LOCATIONS If we end up having to make 1-chip product only in a pit add 2.30 per ton to the chip rock prices in Helburg pit and 2.60 per ton to chip rock prices in all other pits. Additional tonnage above 25,000 tons in any pit will have a .50 cent per ton discount for all material produced in that pit above 25,000 tons.



CCB# 135060 TAX I.D. 93-1100544

Eric Imes Morrow County Morrow County Rock Crushing 2022 September 2nd, 2022

Clarks Canyon

<u>Material:</u>	<u>Rate:</u>	Est. Qty:	<u>Total:</u>
½"-0 Oil Rock	\$7.65	40,000 tons	\$306,000.00
¾"-0 Road Rock	\$7.25	25,000 tons	\$181,250.00
½"-¼" Chip Rock	\$10.70	10,000 tons	\$107,000.00

Miller Pit

<u>Material:</u>	<u>Rate:</u>	Est. Qty:	<u>Total:</u>
¾"-0 Road Rock	\$7.25	26,000 tons	\$188,500.00
2"-0 Road Rock	\$6.65	26,000 tons	\$172,900.00

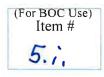
• All discounts have been applied in this quote.

Ryan Clark 4-R Equipment, LLC PO Box 1669 Redmond, OR 97756 541-390-7837



AGENDA ITEM COVER SHEET

Morrow County Board of Commissioners (Page 1 of 2)



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

Depar Short			Requested A	to reviewers: 9/15/2022 genda Date: 9/21/2022 ments to public access roads in the
	Order or Resoluti	Hearing: 2nd Reading Anticipated: ding Required	Appoint Update o Consent Discussion Estimate	
Contra Contra Effect Total	/A actor/Entity: actor/Entity Address: ive Dates – From: Contract Amount: approxim the contract amount exceed	Purchase Pre-Authorizations, C ately \$37,000 d \$5,000?	Through:	s various GL lines
Revie	wed By:			
÷	Eric Imes	9/15/2022 Departmer	nt Director	Required for all BOC meetings
,	Melissa Lindsay	9/15/2022 Liaison Co DATE	ommissioner	Required for all BOC meetings
	Justin Nelson	<u>9/15/2022</u> County Co DATE	ounsel	*Required for all legal documents
4	Kevin Ince	9/15/2022 Finance O	ffice	*Required for all contracts; other items as appropriate.
ē		Human Re		*If appropriate nultaneously). When each office has notified the submitting

department of approval, then submit the request to the BOC for placement on the agenda.

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

AGENDA ITEM COVER SHEET

Morrow County Board of Commissioners

(Page 2 of 2)

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

Over the past year I have received many requests to grade the roads in the West Glen Neighborhood (map attached) off of Kunze Rd just outside of Boardman. The roads total in length just under two miles with 10 intersections and more than 60 approaches onto properties. These local access roads fall under the rules found in ORS 368.031

County jurisdiction over local access roads.

A local access road that is outside a city is subject to the exercise of jurisdiction by a county governing body in the same manner as a county road except as follows:

(1) A county and its officers, employees or agents are not liable for failure to improve the local access road or keep it in repair.

(2) A county governing body shall spend county moneys on the local access road only if it determines that the work is an emergency or if:

(a)The county road official recommends the expenditure;

(b)The public use of the road justifies the expenditure proposed; and

(c)The county governing body enacts an order or resolution authorizing the work and designating the work to be either a single project or a continuing program. [1981 c.153 §7]

During my site visit I found that sections of these roads are in pretty bad shape and need attention. I also counted 30 big rigs and numerous semi trailers in the neighborhood. I would like to send a mailer to the homeowners sharing the ORS, when we will be working in the area, and a recommendation that the homeowners and trucking companies using these public access roads come up with a plan to pay for annual maintenance to avoid such costly road repairs. The Road Department struggles to maintain the miles of road in our system especially with materials and services costs continuing to rise. If Morrow County can bring the West Glen roads to a better standard and the property owners maintain them for the long run seems to be the most fiscally responsible way to assist.

2. FISCAL IMPACT:

approximately \$15,000 out of Personnel Services. approximately \$22,000 out of Materials and Services approximately \$37,000 total

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

Motion to authorize the Road Department to make road repairs in the West Glen neighborhood as a single project.

Attach additional background documentation as needed.



December 3, 2021

To Whom It May Concern:

This is a request for Morrow County Public Works to address the gravel roads in all of the West Glen area in the outskirts of Boardman, OR.

Thank you,

wes Tooy3 office (one Bourdman OK. Istillo 70037 Ridge Coest Lu. Boardman OR iontos Signature adi W?M Signature Maria Elena Andrewle Hill-top Drive 7545 Signature 78525 Hill-lop Drive Javiex Signature Martinez 78544 Hilltop Drive Elvia Signature Benito Sanchez) 78567 Hilltop Dr. Stenature 70052 yilleges Ln Abes Signature 78508 Willtop Dr Irvin Manarrol Signature CARLOS 6 COUN 70032 OlIVE LANE Signature Jame Pache & 700 17-0110e LANE Signature

West Glen gravel road improvements

West Glen annual maintenance

Boardman

Boardm	an	
--------	----	--

ROAD GRADING	RATE	UNIT (hr, ton, yard)	TOTAL
6 crew members	\$291.00	40	\$11,640.00
3 water trucks	\$188.04	40	\$7,521.60
roller	\$38.50	40	\$1,540.00
2 graders	\$213.60	40	\$8,544.00
2 flaggers	\$97.00	40	\$3,880.00
2 belly dumps	\$191.90	10	\$1,919.00
loader	\$71.41	10	\$714.10
	\$0.00	0	\$0.00
	\$0.00	0	\$0.00
	\$0.00	0	\$0.00
	\$0.00	0	\$0.00
road rock	\$7.25	250	\$1,812.50
SUB TOTAL			\$37,571.20

ROAD GRADING	RATE	UNIT (hr, ton, yard)	TOTAL
3 crew members	\$145.50	40	\$5,820.00
1 water truck	\$62.68	40	\$2,507.20
roller	\$38.50	40	\$1,540.00
grader	\$106.80	40	\$4,272.00
	\$0.00	0	\$0.00
	\$0.00	0	\$0.00
	\$0.00	0	\$0.00
	\$0.00	0	\$0.00
	\$0.00	0	\$0.00
	\$0.00	0	\$0.00
	\$0.00	0	\$0.00
	\$0.00	0	\$0.00
SUB TOTAL			\$14,139.20



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



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

 Presenter at BOC: Lindsay Grogan
 Date submitted to reviewers: 9/16/2022

 Department: Human Resources
 Requested Agenda Date: 9/21/2022

 Short Title of Agenda Item:
 Review of Administrator Position

 (No acronyms please)
 Review of Administrator Position

This Item Involves: (Check all that apply for this meeting.)				
Order or Resolution	Appointments			
Ordinance/Public Hearing:	Update on Project/Committee			
🔲 1st Reading 🔄 2nd Reading	Consent Agenda Eligible			
Public Comment Anticipated:	Discussion & Action			
Estimated Time:	Estimated Time: 15 minutes			
Document Recording Required	Purchase Pre-Authorization			
Contract/Agreement	Other			

■ N/A <u>P</u>	urchase 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:
----------	-----

	DATE	Department Director	Required for all BOC meetings
	DATE	Liaison Commissioner	Required for all BOC meetings
	DATE	County Counsel	*Required for all legal documents
3		Finance Office	*Required for all contracts; other
	DATE		items as appropriate.
Lindsay Grogan	9/16/2022	Human Resources	*If appropriate
			simultaneously). When each office has notified the submitting e request to the BOC for placement on the agenda.

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

AGENDA ITEM COVER SHEET

Morrow County Board of Commissioners

(Page 2 of 2)

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

With the vacancy of the County Administrator position, the Board requested to review the duties of the position to best fit the needs of the County.

In a meeting on September 7th, the Board held a work session to review the direction of the position. HR was instructed to gather feedback from the Commission, and also consider feedback given by the department heads and elected officials regarding what they believe are the needs for that position.

After compiling the feedback submitted, it was determined to build a job description for a BOC Chief of Staff position. The primary duties of this position are; to coordinate and provide administrative support to the Board, serve as the County contract officer and the real property manager, serve as the liaison to advisory boards and external agencies, and lead major projects and programs.

Please see attached job description for review.

2. FISCAL IMPACT:

Current range of Administrator: 28 = \$9,025 - \$12,699/mo

Proposed range of Chief of Staff: 24 = \$7,425 - \$10,447 /mo

Difference of + \$1,600 - \$2,252 /mo

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

Suggested motion to 1) approve the change in position, 2) job description, 3) and allow Human Resources to open the position.

Attach additional background documentation as needed.



MORROW COUNTY JOB DESCRIPTION

Date Prepared:	Sept 15, 2022
Position Title:	BOC Chief of Staff
Department:	Board of Commissioners (BOC)
Supervisor:	Commissioners
Grade:	Non-Union Exempt, Range 24

Position Summary: This position is responsible for all County facilities and contracts for business. This position coordinates and provides administrative support services to the Board and serves as liaison between the Board and advisory boards and external agencies, as well as support to departments. Other principal duties include serving as the County contract officer and real property manager.

Supervisory Responsibilities: The Chief of Staff supervises support staff in the Board of County Commissioners' office and serves as the department head for the Facilities/Maintenance department. This position also provides general supervision to the Veterans and Fair department heads.

Qualifications:

- Education: Bachelor's Degree with one year of experience in related field.
- Experience: One year of experience in related field i.e. program administration, management, public administration, business administration.
- OR: May substitute additional experience for equivalent in degree (4 years).
- License: Must possess a valid driver's license.

Skills/Abilities:

- Equipment used: Computer, tablet, telephone, copy machine, fax machine, personal electronic devices and other office equipment, automobile.
- Proficient with Microsoft Office, including Microsoft Excel, Outlook, Word, Adobe Acrobat, and other software applications as required.
- Knowledge: Knowledge of principles, practices, and techniques of public administration including fiscal management, personnel management, contract management, grant management, building and construction management, fleet

management, and budget preparation. Knowledge of data collection and research techniques.

- Strong analytical and assessment skills. Strong human relations, interpersonal, negotiation, public speaking, and written and verbal communication skills.
- Strong skills in writing grants, preparing reports and policies, and creating, administering, and tracking grants and budgets.
- High level skills in management principles and practices, including planning, organizing, directing, and decision making. Skill in departmental collaboration and development. Skill in supervising, leading, and collaborating with staff. Skill in motivating staff to work effectively and directing workflow to promote the departments' mission. This position requires skills not only in managing employees but also in relating to government officials, and business and corporate representatives.

Job Duties/Responsibilities:

- Department Supervision
 - Provides overall department supervision for: Board of Commissioners staff, Facilities/Maintenance, and Veteran's. Routinely provides supervision to direct reports: Board Executive Assistant, Veteran's Service Officer, Fair Secretary, and Maintenance Supervisor. Create, track, and manage budgets for the Board of Commissioners' office, and Facilities/Maintenance. Provide budget support for the Veteran's and Fair office.
- County Representation
 - Represent the County in a variety of internal and external meetings.
 Respond to special project or technical assistance requests from the Board of Commissioners, committees and action groups. Research and present information as required. Participate in special programs and multi-agency projects and serve on state-wide committees as directed by the Board.
 Provide information to the public and advisory groups. Coordinate and help orientate new commissioners.
- Commissioner's Meetings
 - Coordinate and plan Commissioners' meetings with the Board, County Counsel, and the Executive Assistant. Review agenda items and information for Commissioners' meeting agendas. Research and record agenda information for public dispersal with brief description and background information on items of importance. Supports the Board in communicating and implementing existing and proposed Board policy decisions to

Chief of BOC Staff

Page 2 | 5

department heads and elected officials. Attend meetings and on occasion serve as back up to audio record, take, and create the minutes.

- Facilities Management
 - Create and actively maintain a formal inventory of County facilities. Include a listing of the departments that occupy and maintain such facilities. Plan for adequate space for employees, public, and records to maximize use of County facilities.
 - Create an operations and maintenance manual for County facilities.
 Conduct an annual capital needs assessment.
 - Works with the Maintenance Supervisor to generate preventative maintenance plans and solutions to rectify building safety issues; i.e., leaky ceilings and walls, unhealthy air in the building, generator issues, and asbestos problems.
 - Responsible for any remodeling or construction of County facilities.
- Project Management
 - Tasked regularly to lead and manage major projects and programs, including long range planning, strategic planning, the Broadband Action Team, and various major construction projects in County facilities. Apply for and manage grants that support County projects assigned to this position. Ensure compliance with grant conditions. Prepare and submit cash requests for grant funds and required reports. Participate in audits.
- Real Property Manager
 - Actively maintain a formal inventory of all County properties. Prepare, schedule, and coordinate the annual land auction. Prepare deeds, contracts, and other real property instruments. Negotiate easements and leases of property for County use. Locate boundaries and photograph properties. Coordinate environmental cleanups.
- County Contract Officer
 - Actively maintain a database of all County agreements. Review and approve standard form public contracting documents and procurements for all County departments. Direct construction contracts and oversee contractors. Provide or lead contract solicitations as needed by departments. Work together with Finance to ensure that Morrow County's public contracting procurements comply with the requirements of Oregon Law, administrative rules and Federal law and regulation. Ensure the efficacy of contracts with the County. Refer proposed contracts that do not meet criteria to County Counsel. Coordinate the sale of surplus equipment and vehicles.

- County Legal Counsel Coordination
 - Assist County counsel with research matters as necessary.
- Reporting
 - Write and otherwise prepare reports involving complex and inter-related management analyses. Research and analyze surveys, procedural and administrative studies, and evaluations. Recommend course of action if required. Create and update historical/educational materials relating to the Board.
- At the direction of the Board, assist in writing, coordinating, and tracking Board policies.
- Performs related duties as assigned to meet business needs.

Essential Job Functions:

Working Environment: Work is performed primarily in County Board of Commissioners office and includes travel to other county facilities or within the state for training.

Physical:

- Ability to sit for extended periods of time while viewing a computer monitor and operating a keyboard.
- Other physical requirements include walking, bending, stooping, filing books on upper shelves, lifting heavy boxes and files up to 50 pounds occasionally.
- While performing the duties of this job, the employee is occasionally exposed to outside weather conditions.
- The noise level in the work environment is usually quiet but on occasion can be exposed to construction level noise.

Mental:

- Ability to handle stressful situations when interacting with the public and/or County employees.
- Ability to maintain confidentiality.
- Able to make decisions independently in accordance with established policies and procedures. Able to use initiative and judgment in completing tasks and responsibilities. Able to communicate effectively in oral and written forms.
- Able to read, analyze, and interpret general business periodicals, professional journals, technical procedures, or governmental regulations. Ability to write clear

and concise reports, business correspondence, procedure manuals, contracts, and grant proposals.

- Able to interpret policies, rules, and procedures in light of the particular circumstances at hand. Able to utilize problem identification and resolution techniques.
- Able to meet and deal courteously and effectively with other employees; federal, state, and city representatives; contractors; vendors; advisory boards; community groups; and the public. Able to effectively present information and respond to questions from groups of managers, clients, customers, and the general public.
- Able to calculate figures and amounts such as discounts, interest, commissions, proportions, percentages, area, circumference, and volume. Ability to apply concepts of basic algebra and geometry. Able to establish and maintain records, reports, and statistical data.
- Able to remain calm and use good judgment during confrontational or highpressure situations that may arise. Able to supervise and direct the work of others to attain high quality work in an efficient manner.

ADA Statement:

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

Х

Signed and Reviewed

Date

MEMORANDUM

To:	Morrow County Board of Commissioners
From:	Tamra Mabbott, Planning Director
CC:	Planning Commission
BOC Date:	September 21, 2022
RE:	Monthly Planning Update



Mission Statement

Morrow County Planning Department provides guidance and support to citizens for short term and longrange planning in land use, to sustain and improve the county's lands for future generations. Our goal is to foster development where people can live, work & play.

Planning Commission Update

Planning Commission held their regular meeting on August 30th in Heppner and approved one Conditional Use Permit application. Planning Commission also continued a hearing for a solar project to their September 27th meeting. (Note: the applicant, One Energy Development, filed a request to continue the hearing again to the November 1st meeting.)

Current Planning Activity Month of August 2022

- Zoning Permits 11
- Land Use Compatibility Reviews 5
- Land Partition 2
- Land Use Decision 2
- Rural Address 4
- Property line Adjustment- 2
- Replat- 1
- Other

Code Enforcement Activity

- 3 new complaints- Weeds, Vehicle Nuisance and Noise Violation
- 1 complaint- Several nonoperational vehicles on a property and potentially leaking fluids out onto The ground.
- 1 compliant- Weeds becoming a fire hazard because of overgrowth.
- 1 Compliant- Noise Violation playing music for hours and leaving engine running in driveway
- 3 Closed Complaints- City limits, compliance
- 2 complaints- Closed due to being in city limits.
- 1 Complaint- closed for compliance in cleaning up weeds that were overgrown.
- Communicating with 10 non-permitted trucking business operations located in residential zones.
- Other outstanding/ongoing cases 39



Energy Projects

Staff continue to coordinate and host pre-application meetings for permitting new solar and other energy developments. List of pending and approved projects can be found here: <u>https://www.co.morrow.or.us/planning/page/renewable-energy-1</u>

The Oregon Energy Facility Siting Council held a contested case hearing in La Grande on August 31st to hear testimony from landowners and others opposed to the 500 kV interstate Boardman to Hemingway Transmission line. The EFSC may make a final decision as early as September 23 at a hearing in Salem. The EFSC Contested Case process only allows persons to participate if they have legal standing, a significantly more restrictive process than land use permits issued by a county or city. If EFSC approves the transmission line, the next step in the appeal process would be with the Oregon Supreme Court. If issued a Site Certificate Idaho Power Company (IPC) will likely file an amendment to modify the transmission line route. A link to the website for the B2H line is here: https://www.oregon.gov/energy/facilities-safety/facilities/Pages/B2H.aspx

If the Site Certificate is granted, Morrow County Planning will be required to review a number of permit conditions and issue local land use permits. In preparation for what may transpire, Morrow County is working with Umatilla, Union, Baker and Malheur Counties to coordinate review of permit conditions and compliance if the state permit is granted.

Morrow County Heritage Trail

Morrow County was awarded an AWS In Communities grant of \$10,000 for the Heritage Trail Interpretive Panels. Stephanie Case, Planner II, is leading the effort along with Irrigon High School student Caren Cardenas. They will be having conversations with public agencies and private interested parties about content material for the panels, many of which have been damaged by weather and vandalism. Staff will share the final version of the Interpretive Panel Plan with Planning Commission and Board of Commissioners. Replacement of directional signs have been ordered and will be installed in the coming months. Pre-application materials were submitted for the Oregon Community Paths Program (OCP) grant with support from local cities and districts. If approved, this project would support efforts to identify a series of improvement projects along the trail and work cooperatively with other interested parties to prioritize implementation.

Willow Creek Valley

Planning Department continues to work with the three Willow Creek Valley Cities on two grant projects including the Housing Implementation Plan and the Goal 9 Economic Development Update. The Open House for the HIP is September 19th, 4-6 in the Gilliam Bisbee Building.

WATER

Historically, County Planning has been involved with the Lower Umatilla Basin Groundwater Management Committee (LUBGWMA), primarily to assist with the Action Plan intended to reduce nitrates in groundwater. The LUBGWMA is undergoing a reset with formal appointment of a Chair and members by the Oregon Department of Environmental Quality (ODEQ) which is required in Oregon law. The new committee met recently and recognized the new chair Salini Sasidharan, PH.D. a faculty and researcher at Oregon State University with extensive research expertise in groundwater. Appointment of the new committee will include some previous members and also a representation from various interests and industries in the basin. The good work conducted by the previous LUBGWMA Committee will remain vital to the new committee under the direction of Dr. Sasidharan. Planning staff is beginning work with Public Health and Umatilla County Planning and Public Health to coordinate data collection and development of GIS mapping design and protocol. To assist the Board of Commissioners, Planning Director is helping with a Request for Proposals for Water Coordination support services to provide county with a variety of expertise related to water quality and quantity, policy development and to develop outreach materials.

Wildfire Mapping and SB 762 update

This summer, many Morrow County residents received a wildfire risk map of their property. The maps were developed by 11 state agencies in response to SB 762(2021) after the 2020 devastating fires that burned more than 5,000 homes and businesses. After a large outcry from landowners, the state has retracted the maps and will re-issue maps likely later this year. Landowners interested in providing comments to the Oregon Department of Forestry (ODOF) on the new maps and Administrative Rules can find more information on the ODF webpage here:

https://www.oregon.gov/odf/aboutodf/pages/proposedlawsrules.aspx

How are the maps and SB 762 related to County Planning? Each city and county will be required to adopt new fire-siting standards after the new maps are released. The Oregon Department of Land Conservation and Development (DLCD) drafted a report with recommendations to local governments on implementation of the new laws intended to reduce wildfire risk. The draft report can be found here: https://www.oregon.gov/lcd/NH/Documents/20220819 DLCD-Wildfire-Draft-Recommendations-Report-PublicReview.pdf

Tower Road Informational Meeting

Planning and Public Works hosted an informal discussion on August 11th about Tower Road and the Interstate 84 Impacts. Staff has received commitment that Oregon Department of Transportation (ODOT) will fund a formal Interchange Area Management Plan next year. Interested landowners and residents are welcome to attend the meeting at the North Morrow Annex Building in Irrigon. Local landowners and business owners attended, along with representatives of cities of Boardman and Irrigon, Port of Morrow and Oregon Military Department. Oregon Military Department and City of Boardman gave an update on their shared project to realign the access road to the Navy Bombing Range which will result in construction of a new roadway to the south of the existing dirt road. Based on input shared at the meeting, ODOT and County will develop a scope for work for a future Interchange Area Management Plan.

Access to Transportation

Eastern Oregon University's Rural Economic Vitality (REV) Program and Euvalcree are working on a planning and outreach effort to help underserved communities in rural areas gain access to critical services and destinations by identifying and pursuing transportation options like biking, walking and public transportation. More information will follow soon.

<u>Coordinated Transportation Plan</u> for Morrow County and Umatilla County is in the update process. Planning staff is serving as part of the advisory committee, along with staff from The Loop.



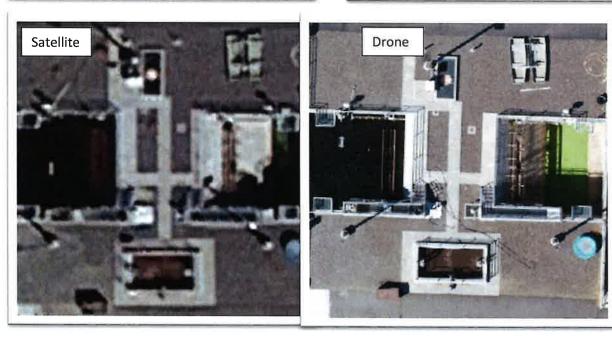


<u>Data Dashboard</u> Stephen Wrecsics, GIS and Planner Tech continues to add data to the recently developed a dashboard for Morrow County. Population by Zip Code is the newest addition. Available here: www.co.morrow.or.us/planning/page/dashboards

Drone Update Stephen is scheduled to take the FAA Part 107 Small Unmanned Aerial System test on Thursday the 22nd of September. Once obtained the license will give Morrow County the ability to utilize the drone for mapping projects around the county. Below are some examples of drone imagery vs. commercially available satellite imagery. The advantages of drones over satellites are image quality, precision, and ease of deployment. Time for each drone mission varies by the size of the area being mapped and the numbers of photographs being taken, but typically, a 6-acre project takes about six minutes to fly and consists of approximately 200 photographs. Stop by the Planning Department if you'd like to see the drone or take a closer look at some sample imagery.







7.6. TREASURER

Jaylene Papineau



100 Court Street P.O. Box 37 Heppner, Oregon 97836 **Phone: 541-676-5630 • Fax: 541-676-5631** E-mail: jpapineau@co.morrow.or.us

Date Prepared: September 9, 2022

BOC Agenda Date: September 14, 2022

Subject: Monthly Treasurer Report-July

Re: Treasurer's Monthly Financial Statements as per ORS 208.090

Earning Yield and Interest Rates: MAY

Bank	Prior Month	Current Month	Change
LGIP	0.93%	1.25%	.32%
Bank of Eastern Oregon	0.05%	0.05%	.00%
Community Bank (Quarterly) / ////	0.02%	0.02%	.00%

Outstanding checks:

Outstanding checks total as of July 31st, 2022 is waiting for reconciliation

July Total Interest: Interest (less fees) was \$37,269.54

July Tax Turnover: Total Paid Out to Taxing Districts was \$7,782.20

Transfer Requests: I received Four Taxing District transfer of funds requests in July

- > The statement for the LGIP and the Pooled Cash Report are included.
- By the end of July, the LGIP Interest should be 1.40% per notice from the Oregon State Treasury. This will show on the August Statement (Notice is attached)
- > Also attached are additional notices regarding increases in the LGIP interest.

Please let me know if you have any questions.

Jaylene Papineau Morrow County Treasurer 541-676-5630 PO Box 37 Heppner, OR 97836



Account Statement - Transaction Summary

For the Month Ending July 31, 2022

MORROW CO - MORROW COUNTY - 4206

Oregon LGIP		Asset Summary		
Opening Balance	36,295,536.43		July 31, 2022	June 30, 2022
Purchases Redemptions	617,077.00 (3,036,182.59)	Oregon LGIP	33,876,430.84	36,295,536.43
Recemptons		Total	\$33,876,430.84	\$36,295,536.43
Closing Balance Dividends	\$33,876,430.84 37,221.99			



Account Statement

For the Month Ending July 31, 2022

MORROW CO - MORROW COUNTY - 4206

Trade	Settlement		Share or Unit Price	Dollar Amount of Transaction	Balance
Date Oregon LGIP	Date	Transaction Description			and the second second
Opening Balan					36,295,536.43
07/01/22	07/01/22	LGIP Fees - ACH Redemption (7 @ \$0.05 - From 4206) - June 2022	1.00	(0.35)	36,295,536.08
07/01/22	07/01/22	LGIP Fees - Received ACH (2 @ \$0.10 - From 4206) - June 2022	1.00	(0.20)	36,295,535.88
07/06/22	07/06/22	Redemption - ACH Redemption	1.00	(500,000.00)	35,795,535.88
07/08/22	07/08/22	SFMS Fr:Oregon Health Authority Oregon Contraceptive Care (CCare)	1.00	120.27	35,795,656.15
07/08/22	07/08/22	Transfer to Ione School District #2 - IONE SCHOOL DISTRICT #2	1.00	(2,369.03)	35,793,287.12
07/08/22	07/08/22	Transfer to InterMountain Education Service Dis - INTERMOUNTAIN ESD	1.00	(2,983.18)	35,790,303.94
07/08/22	07/08/22	Transfer to Morrow County School District #1 - MORROW COUNTY SCHOOL DISTRICT #1	1.00	(17,957.41)	35,772,346.53
07/08/22	07/08/22	Transfer to Boardman Park and Recreation - BOARDMAN PARK & REC/RECREATION CENTER	1.00	(1,781.19)	35,770,565.34
07/08/22	07/08/22	Transfer to Boardman, City of - BOARDMAN CITY OF	1.00	(5,599.52)	35,764,965.82
07/08/22	07/08/22	Transfer to Blue Mountain Community College - BLUE MOUNTAIN COMMUNITY COLLEGE	1.00	(4,266.27)	35,760,699.55
07/08/22	07/08/22	Transfer to Boardman Park and Recreation - BOARDMAN PARK AND RECREATION	1.00	(802.15)	35,759,897.40
07/08/22	07/08/22	Transfer to Boardman, City of - BOARDMAN CITY OF/ WEST URA	1.00	(143.14)	35,759,754.26
07/08/22	07/08/22	Transfer to Boardman, City of - BOARDMAN CITY OF / CENTRAL URA	1.00	(158.91)	35,759,595.35
07/11/22	07/11/22	Redemption - ACH Redemption	1.00	(11.24)	35,759,584.11
07/12/22	07/12/22	SFMS Fr:Oregon Health Authority CFAA Special Payments	1.00	574.38	35,760,158.49
07/13/22	07/13/22	Redemption - ACH Redemption	1.00	(1,000,000.00)	34,760,158.49
07/15/22	07/15/22	SFMS Fr:Oregon Health Authority CFAA Special Payments	1.00	654.00	34,760,812.49
07/18/22	07/18/22	SFMS Fr:Oregon Health Authority Mental Health Tax	1.00	880.99	34,761,693.48
07/18/22	07/18/22	SFMS Fr:OLCC OLCC Tax (Liquor)	1.00	8,833.63	34,770,527.11

PFM Asset Management LLC

Account 4206 Page 2



Account Statement

For the Month Ending July 31, 2022

MORROW CO - MORROW COUNTY - 4206

Trade	Settlement		Share or Unit Price	Dollar Amount of Transaction	Balance
Date	Date	Transaction Description	Unit Price	Of Transaction	
Oregon LGIP		일을 가장 같은 것이 같은 것이 같은 것이 같은 것이 없는 것이 없다.			
07/19/22	07/19/22	ODOT - ODOT PYMNT	1.00	112,583.44	34,883,110.55
07/19/22	07/19/22	Redemption - ACH Redemption	1.00	(110.00)	34,883,000.55
07/20/22	07/20/22	SFMS Fr:Oregon Health Authority CFAA Monthly Allotment	1.00	109,000.32	34,992,000.87
07/25/22	07/25/22	ODOT - ODOT PYMNT	1.00	26,791.74	35,018,792.61
07/25/22	07/25/22	ODOT - ODOT PYMNT	1.00	108,074.00	35,126,866.61
07/25/22	07/25/22	SFMS Fr:Administrative Services, Dept of County Cigarette Tax	1.00	542.55	35,127,409.16
07/28/22	07/28/22	OR REV CAFFA - CAFFACNTYD	1.00	37,341.79	35,164,750.95
07/28/22	07/28/22	SFMS Fr:Military Dept 911 Tax	1.00	139,147.65	35,303,898.60
07/28/22	07/28/22	SFMS Fr:Oregon Health Authority OHA public Health Program	1.00	35,310.25	35,339,208.85
07/28/22	07/28/22	Redemption - ACH Redemption	1.00	(1,500,000.00)	33,839,208.85
07/29/22	08/01/22	Accrual Income Div Reinvestment - Distributions	1.00	37,221.99	33,876,430.84



Account Statement

For the Month Ending July 31, 2022

MORROW CO - MORROW COUNTY - 4206

Trade Date	Settlement Date	Transaction Description			Share or Init Price	Dollar Amount of Transaction	Balance
Closing Balance							33,876,430.84
		Month of July	Fiscal YTD July-July				
Opening Balance Purchases Redemptions	3	36,295,536.43 617,077.00 (3,036,182.59)	36,295,536.43 617,077.00 (3,036,182.59)	Closing Balance Average Monthly Balance Monthly Distribution Yield		33,876,430.84 35,197,880.49 1.25%	
Closing Balance		33,876,430.84	33,876,430.84				
Dividends		37,221.99	37,221.99				

Account 4206 Page 4

MORROW COUNTY, OREGON POOLED CASH REPORT (FUND 999) AS OF: JULY 31ST, 2022

BEGINNING CURRENT CURRENT BALANCE ACTIVITY BALANCE FUND ACCOUNT# ACCOUNT NAME CLAIM ON CASH 10,183,751.22 (1,040,884.36) 9,142,866.86 101-100-1-10-1500 GENERAL FC W/TREASURER 23,693.35 200-100-1-10-1500 HERITAGE TRAIL FC W/TREAS 23,698.15 (4.80) 911,980.15 (27,164.61) 884,815.54 201-100-1-10-1500 ROAD EQUIP FC W/TREASURER 3,108,782.59 (367,058.43) 2,741,724.16 202-100-1-10-1500 ROAD FC W/TREASURER 423,185.18 43,420.78 466,605.96 203-100-1-10-1500 FINLEY BUTTES FC W/TREASURER 66,157.92 0.00 66,157,92 204-100-1-10-1500 YOUTH/CHILD FC/TREASURER 144,277.29 9,201.85 153,479,14 205-100-1-10-1500 AIRPORT FC W/TREASURER 6,207,98 36,326.59 206-100-1-10-1500 LAW LIBRARY FC W/TREASURER 30,118.61 115,320.55 716,029,21 600,708.66 207-100-1-10-1500 911 FC W/TREASURER 1,454.80 278,505.94 208-100-1-10-1500 SURVEYOR PRES FC/TREASURER 277,051.14 0.00 0.00 209-100-1-10-1500 CSEPP FC W/TREASURER 0.00 924,418.09 176,194.72 1,100,612.81 210-100-1-10-1500 FINLEY BUTTES LIC. FC W/TREAS 56,89) 0.02 211-100-1-10-1500 MCSD CO SCHOOL FC W/TREAS 56.91 (212-100-1-10-1500 ISD COMMON SCH FC W/TREASURER 5.98 (5,98) 0.00 301,081.77 319,185.67 (18,103.90) 214-100-1-10-1500 FAIR FC W/TREASURER 110.85 87.326.11 215-100-1-10-1500 COMP EQUIP FC W/TREASURER 87,215.26 216-100-1-10-1500 STF FC W/TREASURER 554,875.55 167,967.71 722,843.26 217-100-1-10-1500 PROGRAMMING RES FC W/TREASURER (1,612.53) 0.00 (1,612.53) 20,430.19 102.86) 218-100-1-10-1500 ENFORCEMENT FC W/TREAS 20,533.05 (40,631.71 65.62 40.697.33 219-100-1-10-1500 VIDEO LOTTERY FC W/TREAS 8,980.57 (7,562.08) 1,418.49 220-100-1-10-1500 VICTIM/WITNESS FC W/TREAS 58.81 46,332.11 46,273,30 222-100-1-10-1500 WILLOW CREEK FEES FC W/TREAS 36,367.73 (4,510.82) 31,856.91 223-100-1-10-1500 CAMI GRANT FC W/TREAS 32.97 25,975.79 25,942.82 224-100-1-10-1500 WEED EOUIP RES, FC W/TREAS 265,877.58 (147,986.53) 117,891.05 225-100-1-10-1500 STF VEHICLE FC W/TREAS 226-100-1-10-1500 FAIR ROOF FC W/TREAS 34.41 27,104.78 27,070.37 2,702.12 2,128,664.54 227-100-1-10-1500 HEPPNER ADMIN BLDG FC W/TREAS 2,125,962.42 449.95) 14,721,75 (14,271.80 228-100-1-10-1500 SAFETY COMMITTEE FC W/TREAS 26,023.48 33.03 229-100-1-10-1500 BLEACHER RESERVE FC W/TREAS 25,990.45 0.00 0.00 0.00 230-100-1-10-1500 RODEO FC W/TREAS 41,934.06 3,225.75 45,159,81 231-100-1-10-1500 JUSTICE COURT FC W/TREAS 23,482.89 198.44 23,681,33 233-100-1-10-1500 CLERKS RECORD FC W/TREAS 37.93 29,881.20 234-100-1-10-1500 DUII IMPACT FC W/TREAS 29,843.27 33.50 26,390,28 26,356.78 236-100-1-10-1500 FAIR IMPROV. FUND FC W/TREAS 1,738.98 1,369,926.57 237-100-1-10-1500 BUILDING PERMIT FC W/TREAS 1,368,187.59 24,187.80 549,280.69 238-100-1-10-1500 PARK FC W/TREAS 525,092.89 278.81 219,640.66 219,361.85 240-100-1-10-1500 EOUITY FC W/TREAS 1,073,91 845,999,86 241-100-1-10-1500 BUILDING RESERVE FC W/TREAS 844,925,95 243-100-1-10-1500 LIQUOR CONTROL FC W/TREAS 879.22 1,12 880.34 257.73 0.00 257.73 245-100-1-10-1500 WPF FC W/TREASURER 86,601.56 110.07 86,711.63 321-100-1-10-1500 FOREST SERVICE FC W/TREAS 322-100-1-10-1500 COURT SECURITY FC W/TREAS 77,110.97 625.53 77,736,50 57,341.56 72.88 57.414.44 500-100-1-10-1500 ECHO WINDS FC W/TREAS 339.85 339.85 0.00 501-100-1-10-1500 SHEPHERDS FLAT FC W/TREAS 0.00 0.00 502-100-1-10-1500 MO CO ENTERPRIZE ZO FC W/TREAS 0,00 20,179.15} 119,526,76 139,705,91 (504-100-1-10-1500 STO FC W/TREAS 0.00 0.00 0.00 505-100-1-10-1500 IONE/LEX CEM-IRRIG FC W/TREAS 320,531.54 244,747.07 75,784.47 510-100-1-10-1500 P & P FC W/TREAS

514-100-1-10-1500 IONE SD B & I FC W/TREAS

704.15 (

78.37

625,78)

MORROW COUNTY, OREGON POOLED CASH REPORT (FUND 999) AS OF: JULY 31ST, 2022

UND ACCOUNT#	ACCOUNT NAME			CURRENT ACTIVITY	CURRENT BALANCE	
15-100-1-10-150	D BOARDMN URB REN FC W/TREAS	158.91	(133.43)	25.48	
16-100-1-10-150	0 RADIO DIST FC W/TREAS	829.87	(701,50)	128.37	
19-100-1-10-150	0 WEST BOARDMN URA FC W/TREAS	143.14				
21-100-1-10-150	0 PGE CARTY FC W/TREAS	228,437.13		1,449.94	229,887.07	
	0 SHERIFF RES FUND/TREAS	14,558.02			14,676.54	
23-100-1-10-150	0 WHEATRIDGE WIND FC W/TREAS	1,179,110.51		1,498.66	1,180,609.17	
24-100-1-10-150	0 ORCHARD WIND FC W/TREAS	2,600.00		0.00	2,600.00	
40-100-1-10-150	0 RESILIENCY FUND W/TREAS	5,490,754.21	(60,000.00)	5,430,754.21	
17-100-1-10-150	0 MO CO HEALTH DIST FC W/TREAS	4,488.26	(3,793.10)	695.16	
18-100-1-10-150	0 IRRIGON SEWER FC W/TREAS	0.00		0,00	0.00	
19-100-1-10-150	0 WEST EXTENSION FC W/TREAS	0.00		0.00	0.00	
	0 BLACK MNT FC W/TREAS	0.00		0.00	0.00	
21-100-1-10-150	0 CITY OF BOARDMAN B & I FC W/TR	1,288.21	(1,141.12)	147.09	
22-100-1-10-150	O CITY OF HEPPNER B & I FC W/TRE	0.00		0.00	0.00	
23-100-1-10-150	O CITY OF IRRIGON B & I FC W/TRE	418.94	(353,78)	65.16	
24-100-1-10-150	0 CITY OF LEXINGTON B & I FC W/T	18,555.46		27.87	18,503.33	
25-100-1-10-150	0 BOARDMAN PARK & REC B & I	0.00			0.00	
26-100-1-10-150	0 MAN. STRUCTURE OMBUDSMAN	11.24	(9.47)	1.77	
	0 WILLOW CREEK PARK B & 1 FC W/T				3,653.84	
	0 PORT OF MORROW B & I FC W/TREA					
	0 PORT OF MORROW FC W/TREAS			347.69)		
	0 CITY OF BOARDMAN FC W/TREAS	4,311.31			679.98	
	O CITY OF HEPPNER FC W/TREAS	874.46				
	O CITY OF IONE FC W/TREAS	139.24				
	O CITY OF IRRIGON FC W/TREAS	437.04				
		80.42				
	O CITY OF LEXINGTON FC W/TREAS	2,760.70				
	0 BOARDMAN F&R DIST BOND					
	O HEPPNER RFPD FC W/TREAS					
	00 IRRIGON RFPD FC W/TREAS					
	0 IONE RFPD FC W/TREAS					
	00 S GILLIAM RFPD FC W/TREAS	128.91				
	0 BOARDMAN CEMETERY FC W/TREAS	76.04				
	00 HEPPNER CEMETERY FC W/TREAS	112.96				
	00 IONE-LEX CEMETERY FC W/TREAS					
645-100-1-10-150	00 IRRIGON CEMETERY FC W/TREAS					
646-100-1-10-15	00 WILLOW CREEK PARK FC W/TREAS	353.89		298.35)	55.54	
)O BOARDMAN PARK FC W/TREAS			680.76)		
	00 IRRIGON PARK FC W/TREAS			162.58)		
	00 BOARDMAN PK B&I FC W/TREASURER					
650-100-1-10-15	00 MO CO UNIFIED REC FC W/TREAS	1,108,287.84				
651-100-1-10-15	DO HEPPNER WATER CONTROL FC W/TRE	21,38				
652-100-1-10-15	00 MO CO SCHOOL DIST FC W/TREAS	17,900.50	(
653-100-1-10-15	DO MO CO SCHOOL B & I FC W/TREAS	230,169.82		875.01	231,044.83	
654-100-1-10-15	00 UMATILLA-MORROW ESD FC W/TREAS	2,983.18	(2,519.87)		
655-100-1-10-15	DO CHAPLAINCY PROG FC W/TREAS	14.57		0.02	14.59	
656-100-1-10-15	DO IONE-LEX CEM PERP FC W/TREAS	0,00		0.00	0.00	
657-100-1-10-15	00 IONE-LEX CEM EQUIP FC W/TREAS	0.00		0.00	0.00	
658-100-1-10-15	00 BMCC FC W/TREASURER	3,204.43	(2,706.61)	497.82	
659-100-1-10-15	00 BMCC B & I FC W/TREASURER	1,061.84	(894.18)	167.66	
	00 NORTH MO VECTOR CONT FC W/TREA	1,059,64	(896.03)	163.61	

MORROW COUNTY, OREGON POOLED CASH REPORT (FUND 999) AS OF: JULY 31ST, 2022

FUND	ACCOUNT#	ACCOUNT NAME	BEGINNING BALANCE	CURRENT	CURRENT BALANCE	
662-10	00-1-10-1500	IONE LIBRARY DIST FC W/TREAS	82,554.60	122.00	82,676.60	
663-1	00-1-10-1500	OREGON TRAIL LIB FC W/TREAS	1,063.96 (899.35)	164.61	
665-1	00-1-10-1500	STATE & FED WILDLIFE FC W/TREA	6,197.00	0.00	6,197.00	
666-1	00-1-10-1500	STATE FIRE PATROL FC W/TREAS	393.21 (331,98)	61.23	
667-1	00-1-10-1500	EOTT FC W/TREASURER	0,00	0.00	0.00	
668-1	00-1-10-1500	TAX APPEALS FC W/TREAS	383,726,14	487.72	384,213.86	
669-1	00-1-10-1500	SCHOLARSHIP TRUST FC W/TREAS	11,073.02	14.07	11,087.09	
670-1	00-1-10-1500	ADV COLL 04-05 FC W/TREAS	9,251.54	10,864.61	20,116.15	
671-1	00-1-10-1500	ADV COLL 03-04 FC W/TREAS	0.00	0.00	0.00	
672-1	00-1-10-1500	ADV COLL 05-06 FC W/TREAS	0.00	0.00	0.00	
673-1	00-1-10-1500	PREPAID TAX FC W/TREAS	0.00	0.00	0.00	
674-1	00-1-10-1500	SALE OF CO LAND FC W/TREAS	0.00	0.00	0.00	
675-1	00-1-10-1500	TREASURER TRUST FC W/TREAS	1,167.68	1.48	1,169.16	
676-1	00-1-10-1500	IONE RFPD RESERVE FC W/TREAS	430,983.43	387,771.05	818,754.48	
678-1	00-1-10-1500	STATE ADMIN CONT FC W/TREAS	0.00	0.00	0.00	
680-1	00-1-10-1500	PERSONAL PROPERTY SALES FC W/T	0,00	0.00	0.00	
681-1	00-1-10-1500	COUNTY A & T FC W/TREAS	20,604.80 (17,046.70)	3,558.10	
682-1	00-1-10-1500	STATE FIRE FC W/TREAS	0.00	0.00	0.00	
683-1	00-1-10-1500	PILOT ROCK RFPD FC W/TREAS	2,098.17 (2,096.94)	1.23	
684-1	00-1-10-1500	FINLEY BUTTES CLOSURE FC W/TRE	1,280,605.96	1,627.66	1,282,233.62	
685-1	00-1-10-1500	STATE HOUSING FC W/TREAS	29,983.86 (22,706.01)	7,277.85	
686-1	00-1-10-1500	IONE LIBRARY BLDG FC W/TREAS	130,852.28	166.31	131,018.59	
687-1	00-1-10-1500	FINLEY BUTTES TRUST FC W/TREAS	0.00	0.00	0.00	
688-1	00-1-10-1500	IONE SCHOOL DIST FC W/TREAS	1,658.90 (1,389.47)	269.43	
690-1	00-1-10-1500	HEPPNER RURAL FIRE DIST BOND	66.72 (56.24)	10.48	2
691-1	00-1-10-1500	CITY OF HEPPNER BND FC W/TREAS	95.89 (80,78)	15.11	
693-1	00-1-10-1500	IRRIGON TIPPAGE FC W/TREAS	0.00	0,00	0.00	
695-1	00-1-10-1500	M.C. RET. PLAN TR. FC W/TREAS	2,565.76)	0.00 (2,565.76)	
697-1	.00-1-10-1500	UNSEG TAX INT FC W/TREAS	0.00	0.00	0.00	
698-1	.00-1-10-1500	INTEREST EARNED FC W/TREAS	0.00	0.00	0.00	
699-1	.00-1-10-1500	UNSEGREGATED TAX FC W/TREAS	0.00	0.00	0.00	
TOTAL	CLAIM ON CA	ISH .	35,517,424.58 (1,149,611.50)	34,367,813.08	
			No. 20, 20, 20, 20, 20, 20, 20, 20, 20, 20,			

CASH IN BANK - POOLED CASH

6,733.35	1,187,242.04	1,193,975.39	
41,684.37 (19,241.86)	22,442.51	
36,295,536.43 (2,419,105.04)	33,876,431.39	
0.00	0.00	0.00	
0.00	0.00	0.00	
0.00	0.00	0.00	
100.22	0.00	100.22	
0.00	0.00	0.00	
36,344,054.37 (1,251,104.86)	35,092,949.51	
	41,684.37 (36,295,536.43 (0.00 0.00 0.00 100.22 0.00	41,684.37 (19,241.86) 36,295,536.43 (2,419,105.04) 0.00 0.00 0.00 0.00 0.00 0.00 100.22 0.00 0.00 0.00	41,684.37 19,241.86) 22,442.51 36,295,536.43 2,419,105.04) 33,876,431.39 0.00 0.00 0.00 0.00 0.00 0.00 0.00 0.00 0.00 0.00 0.00 0.00 100.22 0.00 100.22 0.00 0.00 0.00

Jaylene Papineau

From:	Local-Gov-News <local-gov-news-bounces@omls.oregon.gov> on behalf of OST NEWSLISTS via Local-Gov-News <local-gov-news@omls.oregon.gov></local-gov-news@omls.oregon.gov></local-gov-news-bounces@omls.oregon.gov>
Sent:	Monday, July 18, 2022 11:36 AM
То:	local-gov-news@omls.oregon.gov
Subject:	[Local-Gov-News] Oregon State Treasury OSTF Rate Change

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Oregon Short Term Fund



Rate Change

Effective Wednesday, July 20, 2022, the Oregon Short Term Fund (OSTF) rate will change from 1.15% to 1.40%. Additional information about the OSTF, including historical rate data, is available online <u>here</u>.



867 Hawthorne Ave SE Salem, OR 97301-5241 503.378.4000

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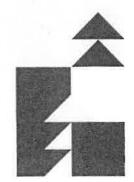
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	NEWSLISTS via Local-Gov-News <local-gov-news@omls.oregon.gov></local-gov-news@omls.oregon.gov>
Sent:	Monday, August 8, 2022 11:54 AM
То:	local-gov-news@omls.oregon.gov
Subject:	[Local-Gov-News] Oregon State Treasury OSTF Rate Change

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Oregon Short Term Fund



Rate Change

Effective Wednesday, August 10, 2022, the Oregon Short Term Fund (OSTF) rate will change from 1.40% to 1.65%. Additional information about the OSTF, including historical rate data, is available online <u>here</u>.



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503 378.4000

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Jaylene Papineau

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	NEWSLISTS via Local-Gov-News <local-gov-news@omls.oregon.gov></local-gov-news@omls.oregon.gov>
Sent:	Tuesday, September 6, 2022 10:01 AM
То:	local-gov-news@omls.oregon.gov
Subject:	[Local-Gov-News] Oregon State Treasury OSTF Rate Change

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Oregon Short Term Fund



Rate Change

Effective Thursday, September 8, 2022, the Oregon Short Term Fund (OSTF) rate will change from 1.65% to 1.90%. Additional information about the OSTF, including historical rate data, is available online <u>here</u>.



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503 378.4000

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From: MCVEIGH-WALKER Chase * ODOE <Chase.MCVEIGH-WALKER@energy.oregon.gov> Sent: Wednesday, September 14, 2022 4:39 PM

To: Tamra Mabbott <tmabbott@co.morrow.or.us>; Stephen Wrecsics <swrecsics@co.morrow.or.us>; Stephanie Case <scase@co.morrow.or.us>; Melissa Lindsay <mlindsay@co.morrow.or.us>; Don Russell <drussell@co.morrow.or.us>; Jim Doherty <jdoherty@co.morrow.or.us>

Subject: Request for Review and Comments on the proposed Wagon Trail Solar Project pASC - October 14, 2022

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Good afternoon Morrow County Planning Department and Board of Commissioners,

The Oregon Department of Energy (ODOE) received a preliminary application for site certificate (pASC) for the Wagon Trail Solar Project on August 31, 2022. ODOE will be relying on your agency's expertise in reviewing the pASC against the statutes and policies relevant to your agency.

The attached memo contains information about the pASC, the Energy Facility Siting Council (EFSC) review process, deadline for comments, and other information. We are requesting that comments be received by **Friday**, **October 14**, **2022 at 5 pm PDT**. If you require additional time to review and comment, please let me know.

An electronic copy of the pASC is available on ODOE's website per the following hyperlink: https://www.oregon.gov/energy/facilities-safety/facilities/Pages/WTS.aspx.

Thank you, and please do not hesitate to contact me with any questions. -Chase



Chase McVeigh-Walker Senior Siting Analyst 550 Capitol St. NE | Salem, OR 97301 P: 971-600-5323 P (In Oregon): 800-221-8035

Stay connected!

1

2





550 Capitol St. N.E., 1st Floor Salem, OR 97301-3737 Phone: (503) 378-4040 Toll Free: 1-800-221-8035 FAX: (503) 373-7806 www.Oregon.gov/ENERGY

MEMORANDUM

То:	Morrow County Board of Commissioners				
From:	Chase McVeigh-Walker, Senior Siting Analyst Phone: (971) 600-5323 Toll-free: 800-221-8035 (in-state only) Fax: (503) 373-7806 Email: <u>chase.mcveigh-walker@energy.oregon.gov</u>				
Date:	September 14, 20	22			
Re:	Request for Comments on the Preliminary Application for Site Certificate for the proposed Wagon Trail Solar Project Proposed in Morrow County				
Summar	у				
Facility N	lame:	Wagon Trail Solar Project			
<u>Descript</u>	ion:	500 MW Solar PV on 7,450 acres (11.64 square miles)			
Location	<u>:</u>	North central Morrow County			
<u>Applican</u>	<u>t</u> :	Wheatridge East Wind, LLC, a wholly-owned subsidiary of NextEra Energy Resources, LLC.			
Required	d Approval:	Site Certificate from the Oregon Energy Facility Siting Council			
<u>Review S</u>	<u>Status</u> :	Preliminary Application for Site Certificate received on August 31, 2022; Comments on the Preliminary Application for Site Certificate now open for a 31-day agency review and comment period			
Commer	nt Deadline:	October 14, 2022			

Introduction:

On August 31, 2022, Wheatridge East Wind, LLC, a wholly-owned subsidiary of NextEra Energy Resources, LLC (applicant), submitted a preliminary Application for a Site Certificate (pASC) to the Energy Facility Siting Council (EFSC) for the proposed Wagon Trail Solar Project (facility). The Oregon Department of Energy (the Department or ODOE) requests your comments on the

completeness of the pASC. In accordance with Oregon Revised Statute (ORS) 469.350 and Oregon Administrative Rule (OAR) 345-015-0180, please reply to this request as soon as possible; the comment deadline is **October 14, 2022. If you require additional time to review and comment, please indicate so by contacting Chase McVeigh Walker.**

A list of exhibits in the preliminary application that agencies may comment on is included as Table 2 of this memo. Please note that Morrow County may be interested in the entirety of the application, but Table 2 is intended to help focus your review on those exhibits that may be of most interest to the county. The pASC is also available for download through ODOE's project webpage for the Wagon Trail Solar Project at: <u>https://www.oregon.gov/energy/facilities-safety/facilities/Pages/WTS.aspx</u>.

Description of the Proposed Facility (see pASC Exhibit B for more details)

The applicant proposes to construct the proposed facility with a nominal and average electric generating capacity of up to 500 megawatts (MW). The proposed facility may also contain a battery energy storage system (BESS) of lithium-ion batteries with a storage capacity of up to 500 MW. The facility site boundary covers approximately 7,450 acres. The applicant has requested flexibility for micrositing the Facility and related and supporting facilities within the site boundary, and considered a "worst-case scenario" for the analysis of permanently disturbing 3,684.9 acres, and temporarily disturbing 167.5 acres.

Proposed facility components, and applicable details for each component are presented in Table 1 below.

Facility Component(s)	Quantity ¹	Unit	Additional Details
Site Boundary			 Approximately 7,450 acres of private land All land within the site boundary (except for state and county road rights-of-way [ROW]) is on private land in Morrow County zoned Exclusive Farm Use (EFU).
Solar Array			 Nominal and average generating capacity of up to 500 megawatts (MW) Largest anticipated solar array footprint: 3,641 acres
Solar Module	965,007	Each	 Dimensions: 6 feet long by 3 feet wide Coating: Antireflective glass Approximately 320 watts per module
Solar Tracker System	35,741	Strings	 Type: Single axis tracker Height = 16 feet 27 modules per string

Table 1: Facility Description and Components

<i>Posts</i> 213,58		Posts	 Typically installed 5-20 feet below surface, and protrude 5 feet above grade Concrete backfill may be required, based on so conditions Post are made of steel 		
Cabling	17,870	Combiner Boxes	 Low voltage (DC) cabling will connect, in series, two strings of solar modules to an inverter DC energy = 400 watt 		
Inverters 142		Inverter/ transformer stations	 The inverter converts the DC energy to AC energy AC output voltage = 1500 volts Could be co-located with transformers on the same concrete slab, or string inverters may be used 		
Transformers 142 transformers stations		Inverter/ transformer stations	 The pad mounted transformer will step up the AC output voltage to a higher voltage of 34.5 k³ Transformers will be non-polychlorinated bipheny! (PCB) oil-filled types 		
Collection System 67.9 miles		miles	 34.5 kV cables Underground cables		
Perimeter Fence			 Chain-link perimeter fencing, 6 to 8 feet in height 		
Battery Energy Storage System (BESS)			 located adjacent to the proposed northern and southern substations Both would be fenced separately from the solar array areas Would be contained in either a warehouse-type enclosure, or self contained containers Containers placed on a concrete foundation Dimensions of Containers: 9.5 feet tall, 20 feet wide, and 8 feet tall; may be stacked up to two levels (estimated height of 20 feet) Lithium-ion battery storage technology Lifespan of 5 to 10 years Chain-link perimeter fencing, 6 to 8 feet in height 		
Northern Battery Energy Storage System			• 182 battery storage units		
Southern Battery Energy Storage System	25	Acres	• 422 battery storage units		
Collector substations		• Height = 10 feet			

			 Both would be fenced separately from the solar array areas with a 6- to 8-foot-tall wire mesh fence Transformers will be non PCB oil-filled types 		
Northern Project Substation	11	acre			
Southern Project Substation	5	Acre			
230-kV Transmission Line	0.6	Mile	 Either H-frame structure or monopole, both utilizing galvanized steel or wood Height = 70 to 180 feet above grade Within the site boundary, but outside of the solar array fence line 		
Operation and Maintenance	Building				
(If new)	6,000 to 9,000	Square feet	 Single-story structure adjacent the northern substation Built outside of the solar array fence line, but within the site boundary Located on up to 0.2 acres Would include a communication and SCADA system (see below for additional details on Communication System) Up to four meteorological (met) stations Up to one temporary met tower up to four temporary construction areas occupying approximately 10 acres each Height = approximately 20 feet Chain-link perimeter fencing, 6 to 8 feet in height 		
(If shared)			 May share, or expand the Wheatridge Facilities O&M building within the existing developed O&M yard 		
Perimeter Fencing			 Total fenced area is approximately 3,692 acres Will include lockable vehicle and pedestrian access gates 247,632 feet of fencing 		
Meteorological Stations and	Tower		Within the solar array fence line		
Permanent met station	4	each	 Consists of a met sensor support tower, support enclosure, datalogger enclosure (mounts above support enclosure), AC/ethernet pull box, soiling station, and met station pull box Installed on an approximate 8 by 8 foot met station pad Height = approximately 8.5 feet 		

Oregon Department of Energy

			 Would require a 30 by 30 foot temporary disturbance area
Temporary met tower	1	each	 Height = approximately 7 feet Requires a 30 by 30 foot temporary disturbance area
Roads and Access			
Access roads (new)	47	miles	 Graded and graveled Service roads within solar array = 12 feet wide Service roads outside of solar array = 20 feet wide
Temporary Construction Areas	4	each	 up to 10 acres each may contain temporary storage of diesel and gasoline fuels, located in an aboveground 1,000 gallon diesel and 500-gallon gasoline tanks, within designated secondary containment areas.
Communication and SCADA S	ystem		 Collects operating and performance data from the solar array Provides remote operation of the Facility from the O&M building The SCADA system will be installed with the solar array collection system

Location of the Proposed Facility (Exhibit C of the pASC)

The proposed facility would be located in Morrow County, Oregon, south of Interstate 84, and northeast of the City of Lexington, as presented in pASC Exhibit C and shown in Figure C-1 below. The Department also has an online mapping tool available at: <u>Oregon Energy Facilities-Public (arcgis.com)</u>

If you are unfamiliar with the project location, please review this exhibit first to orient yourself to the proposed facility location. GIS files of the proposed facility location are provided in the email distribution along with this review request memo.

Oregon Department of Energy

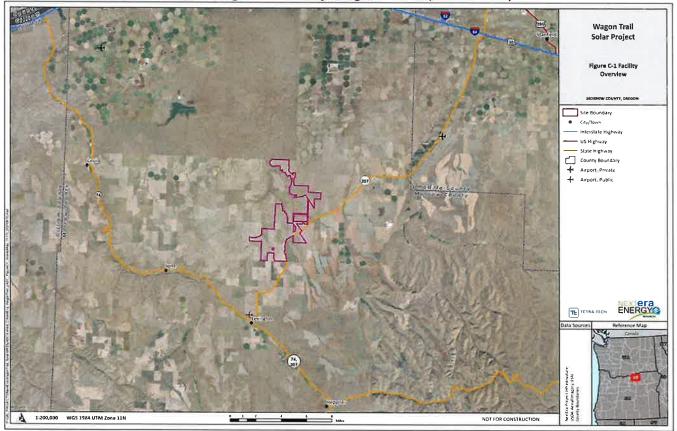


Figure C-1: Proposed Wagon Trail Solar Project Regional Location, Morrow County.

Wagon Trail Solar Project - pASC Reviewing Agency Memo

Page 6 of 13

EFSC Review Process

Before it is authorized to construct and operate the proposed solar PV facility, the applicant must have a site certificate from EFSC. To be granted a site certificate, the applicant must demonstrate that the proposed facility meets the EFSC standards established under ORS 469.501 and OAR Chapter 345, Divisions 22 and 24, as well as all other applicable statutes, rules, and standards including those of other state and local agencies. The Department serves as staff to EFSC and conducts the site certificate application process. As part of this process, the Department asks Reviewing Agencies to provide evaluation and recommended conditions of approval based on their applicable statutes, rules, permits and substantive criteria.

ORS 469.300(11)(a)(D)(iii) defines solar facilities that fall under EFSC jurisdiction, in part, as solar photovoltaic power generation facility using more than 1,920 acres located on any other land not identified as high value farm land or as having Class I-IV soils.

ODOE's website describes the site certificate application process in more detail at: http://www.oregon.gov/energy/facilities-safety/Pages/default.aspx

SAG Roles and Responsibilities

As an appointed SAG, the Morrow County Board of Commissioners will be asked to perform several important functions during the EFSC review process. The information you provide will become part of the decision record for the application for site certificate. In order to be approved by EFSC, the applicant must demonstrate that the proposed facility complies with the applicable local substantive criteria of the County's land use regulations and comprehensive plan.

1) The first critical task of the Morrow County Board of Commissioners is to review the applicable substantive criteria that have been addressed by the applicant in the pASC (Exhibit K) and determine if all the appropriate criteria have been included. If not, the Board of Commissioners is asked to identify those additional criteria that must be assessed by the applicant. Applicable substantive criteria are those criteria from the County's comprehensive plan and land use regulations that apply to the proposed facility components included in the pASC. The applicable substantive criteria are defined in Council rules as the criteria and standards that the County would apply in making all land use decisions necessary to approve the proposed facility components included in the pASC, in the absence of an EFSC proceeding [OAR 345-021-0050(6)]. Those applicable substantive criteria, as well as any local interpretations the Board of Commissioners may have made regarding the criteria are incorporated into the ODOE and EFSC review process. The applicable criteria are those that were in effect on the date the pASC was submitted, August 31, 2022. In addition, if necessary, please provide a complete list of any Land Conservation and Development Commission administrative rules and statewide planning goals and any land use statutes that would apply directly to the facility as described at ORS 197.646(3).

- 2) During the Notice of Intent (NOI) phase, the Morrow County Board of Commissioners submitted to ODOE two comment letters, one in January 2021 on the NOI, and another in June 2021 on the Amended NOI. The January 2021 comment letter provided a list of administrative rules, revised statutes, and local government ordinances that "apply directly to the local government's land use decisions." If the Board of Commissioners finds that additional Land Conservation and Development Commission administrative rules and statewide planning goals and any land use statutes that "apply directly to the local government's land use decisions." If different than those previously provided in response to the NOI and amended NOI, please identify and include in your comments. If these have not changed from the date you submitted those criteria comments on the NOI, please note that in your comments. ODOE requests that you specify which criteria specifically apply to the proposed Wagon Trail Solar Project.
- 3) Please review the Amended pASC (Exhibit K) for compliance with the County's substantive criteria as discussed above, and provide comments to the Department regarding any deficiencies as well as any recommended conditions of approval. Please provide these comments in the format of the attached table.
- 4) The Board of Commissioners is encouraged to review and comment on any other exhibits of interest, such as Exhibit E (Permits), Exhibit R (Scenic Resources), Exhibit U (Public Services), and Exhibit V (Wildfire Prevention and Risk Mitigation).
- 5) You may find it helpful to consult with the Morrow County Planning Department and staff throughout this process. The applicable substantive criteria and your comments may be communicated to EFSC either by the Board of County Commissioners directly or by a staff person (for instance, the Planning Director) acting on behalf of the Morrow County Board of Commissioners. If a staff member conveys criteria or comments to ODOE on behalf of the Board of Commissioners, please confirm your concurrence with the comments either by a written statement from the Board of Commissioners or by having the staff member describe in writing that the criteria or comments are conveyed "on behalf of the Lake County Board of Commissioners."
- 6) Does the proposed facility raise any issues for the County?

When providing comments to the Department, please explain in detail any additional information that the application should contain so that a determination can be made regarding the proposed facility's compliance with the applicable substantive criteria, as well as any other applicable standards, statutes, administrative rules, or ordinances. Please also describe the status of applications for permits, if any, that the applicant has submitted to the SAG and that are necessary for the construction and operation of the proposed facility. Please include any requests for additional information or comments in the format of the attached table.

Application Process

Until the Department determines that an application for site certificate is complete (ASC), it is a preliminary application (pASC). An ASC is deemed complete by the Department when an applicant has provided information adequate for EFSC to make findings or impose conditions on all applicable Council standards. When the ASC is deemed complete by the Department, reviewing agencies will have an opportunity to provide additional comments on the complete ASC, to review any additional information provided by the applicant in response to a reviewing agency comment, and to aid in the Department's preparation and issuance of a Draft Proposed Order. After issuance of the Draft Proposed Order, the Department will open a public comment period and schedule a public hearing, as described in OAR 345-015-0220. The public hearing will be held in the vicinity of the proposed facility. Reviewing agencies may provide additional comments on the Draft Proposed Order at that time, should they choose to do so.

Following the public hearing on the Draft Proposed Order and EFSC review, the Department will issue a Proposed Order, which will be subject to an automatic contested case proceeding. To preserve the right to participate in the contested case proceeding as a party, limited party, or interested agency, and in any appeal of EFSC's final decision, any party, including reviewing agencies, Tribal Governments, and Special Advisory Groups, must comment on the Draft Proposed Order during the comment period, either in person at the public hearing or in writing.

Due Date for Comments

Please reply with your comments as soon as possible, but **no later than October 14, 2022**. If you require additional time to review and comment, please indicate so by contacting Chase McVeigh-Walker, the Department's senior siting analyst for the Wagon Trail Solar Project. For your convenience, please use the enclosed memo comment table, comments may also be submitted by a separate letter or email. This memo and the comment form will accompany the pASC delivered and will also be emailed to you in electronic format. While not required, your utilization of the comment form is appreciated, as it facilitates the Department's compilation of comments from numerous agencies. If you have no comments, and consider the application complete with regard to laws, rules or regulations affecting your agency please provide that response. Please mail, fax or email your response Chase McVeigh-Walker at the address, fax or email listed above.

If Morrow County does not recommend applicable substantive criteria by October 14, 2022, the Council may either determine and apply the applicable substantive criteria or determine compliance with the statewide planning goals under ORS 469.504(1)(b)(B) or (C).

If the Morrow County Board of Commissioners has questions regarding the Wagon Trail Solar Project or the EFSC process, staff at ODOE will gladly attend an in-person meeting at a location convenient for the SAG, or set up a virtual meeting at a date and time that is also convenient.

Cost Recovery

Costs incurred by the Morrow County Board of Commissioners, or by staff on behalf of the Board of Commissioners, during its review of the preliminary application for site certificate may be reimbursable through the County's Intergovernmental Agreement (IGA) with the Department. The IGA covers work performed by the County Board of Commissioners related to the Costs associated with reviewing the pASC and preparing comments may be eligible for reimbursement. The Department's records indicate that there is an executed IGA on file. If you have any questions regarding the IGA or how to submit invoicing to the Department, please contact the Department's financial analyst Sisily Fleming at <u>sisily.fleming@oregon.gov</u> or 503-378-8356.

For More Information

The Department will post announcements and notices about the proposed Wagon Trail Solar Project on the Department's website at: <u>https://www.oregon.gov/energy/facilities-safety/facilities/Pages/WTS.aspx</u>.

Application Exhibit and Agency Guide

Table 2 (below) outlines the Exhibits in the application that agencies, local and Tribal Governments may wish to review to locate information applicable to them. The scope of the review request on the ASC is associated with the facility's compliance with applicable statues, rules and ordinances, issues significant to your agency, and recommended site certificate conditions, as listed above.

Exh.	Exhibit Title	Agoneu
A A	Applicant Information	Agency
<u>в</u>	Project Description	All
c	Project Location	All
D	Organizational Expertise	All
E	Permits Required	
F	Adjacent Property Owners and Addresses	County
G	Materials Analysis	County, DEQ, OSFM
H	Geological and Soil Stability	DOGAMI, ODA
f	Soil Conditions	County, DEQ, ODA, DLCD, ODFW
<u>1</u>	Wetlands and other Jurisdictional Waters	DSL, DEQ
ĸ	Land Use	County, DLCD, ODA
L	Protected Areas	DEQ, OPRD, ODFW, SHPO, ODA, ODF, Tribes
M	Financial Capability	PUC, County
N	Non-Generating Facility Need	Not Applicable
0	Water Use	Local Governments, OWRD, DEQ
P	Fish and Wildlife Habitats and Species	ODFW, Tribes
Q	Threatened and Endangered Plant and Animal Species	ODA, ODFW, Tribes
R	Scenic Resources	OPRD, Local Governments, DLCD, Tribes
S	Historic, Cultural, and Archeological Resources	SHPO, County, Tribes
Т	Recreational Opportunities	OPRD, ODFW, ODF
U	Public Services	County
V	Wildfire Prevention and Risk Mitigation	Local Governments, County, Tribes, ODFW, ODF, State Fire Marshal, PUC
W	Solid Waste and Wastewater	DEQ, Local Governments
Х	Facility Retirement and Site Restoration	PUC, County
Y	Noise	DEQ, ODFW
Z	Evaporative Cooling Towers	Not Applicable
AA	Electric Transmission Line EMFs	County, PUC
BB	Other Information	DEQ, ODF, Tribes
СС	Other Applicable Statutes, Rules, and Ordinances	All
DD	Specific Requirements	County, ODA, PUC

MEMORANDUM

- TO: Chase McVeigh-Walker, Senior Siting Analyst Oregon Department of Energy 550 Capitol St N.E., 1st Floor Salem, OR 97301
- FROM: [Name, Title] [Agency] [Street Address] [City, State Zip Code] [Phone #] [Email]

DATE: [Date]

RE: Morrow County Board of Commissioners Comments on the Preliminary Application for Site Certificate for the Wagon Trail Solar Project

General Comments: [Include general comments here.]

* You will receive an electronic version of this review request memo and the below comment templates via email sent from the project siting analyst. *

Specific Comments: [If there are comments or edits related to a specific location, please include in the comment table below. Please utilize the table format on the following page—this will allow easier collating of comments from multiple agencies on any particular exhibit. Insert additional rows as needed—the header rows and footer should automatically repeat on each additional page.]

Please note the applicable permits, statutes, rules, regulations and ordinances of interest to your Agency (see Exhibit E, Exhibit BB, Exhibit CC) and include in your comments whether your Agency needs additional information to review the application for compliance with those statutes, rules or ordinances. If the applicant will need permits from your agency, please describe the current status of permit applications, if any have been received.

Oregon Department of Energy

			Wagon Trail Solar Project relimInary Application for Site Certificate (pASC) rrow County Board of Commissioners
Exhibit	Rule/ Ordinance/Law Reference	Pg. / Para. / Sentence Reference (as needed)	Comment or Information Request

Wagon Trail Solar Project - pASC Reviewing Agency Memo

Page 13 of 13

MEMORANDUM

TO:	Chase McVeigh-Walker, Senior Siting Analyst
	Oregon Department of Energy
	550 Capitol St N.E., 1st Floor
	Salem, OR 97301

FROM: [Name, Title] [Agency] [Street Address] [City, State Zip Code] [Phone #] [Email]

DATE: [Date]

RE: [Morrow County Board of Commissioners] Comments on the Preliminary Application for Site Certificate for the Wagon Trail Solar Project

General Comments: [Include general comments here.]

* You will receive an electronic version of this review request memo and the below comment templates via email sent from the project siting analyst. *

Specific Comments: [If there are comments or edits related to a specific location, please include in the comment table below. Please utilize the table format on the following page—this will allow easier collating of comments from multiple agencies on any particular exhibit. Insert additional rows as needed—the header rows and footer should automatically repeat on each additional page.]

Please note the applicable permits, statutes, rules, regulations and ordinances of interest to your Agency (see Exhibit E, Exhibit BB, Exhibit CC) and include in your comments whether your Agency needs additional information to review the application for compliance with those statutes, rules or ordinances. If the applicant will need permits from your agency, please describe the current status of permit applications, if any have been received.

			Wagon Trail Solar Project eliminary Application for Site Certificate (pASC)
Exhibit	Rule/ Ordinance/Law Reference	From [Mor Pg. / Para. / Sentence Reference (as needed)	row County Board of Commissioners] Comment or Information Request

Morrow County Public	: Works Departm	ent
365 W. Highway 74	Eric Imes	
P.O. Box 428	Director	Asst. Road Master
Lexington, OR. 97839		
Phone: (541) 989-9500	Sandi Pointer	Kirsti Cason
Fax: (541) 989-8352	Management Asst.	Administrative Asst.
(III A)		



Application for Morrow County Committee

Application will remain active for six months after it is received.

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Date:	5 2022
Name:	Elizabeth Peterson
Address:	
Mailing Add	re
E-mail Addro	es Ione, DR-
Telephoner	
Telephone:	Ni
	Ho

NOTE: Information on this page is considered public record and may be available up on request.
Area of Representation:
Boardman, Irrigon, Heppner, Lexington, Ione, South County, North County
South County at Large, North County at Large or any postion as an Alternate
Name: Elizabeth Petersn
A 1
Occupation: City Administration
2
Availability: <u>Both</u>
day, evenings or both?
Briefly state why you would like to serve on the Morrow County Road Committee
I have lived in Morrow Ceruly the
majority of my life and travel most
of the roads is Down morrow County
and Toro. I an aware of roads that
need improvement. I feel that I can offer
Valuable insight and speak for the
Commany menor.

Please list qualifications and skills you have which you believe would be valuable if you are appointed to this position.

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Please list personal and/or professional interest relevant to this committee and how you would use those skills to help develop, evaluate and plan during meetings:

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		munty		11	5		
)	5					

Road funds are dedicated funding defined by state statue and is prioritized by road classification to determine work schedules and allocations: Please explain your experience

Morrow County Publi	c Works Department	
365 W. Highway 74	Matt Scrivner	Eric Imes
P.O. Box 428	Director	Asst. Road Master
Lexington, OR. 97839		
Phone: (541) 989-9500	Sandi Pointer	Kirsti Cason
Fax: (541) 989-8352	Management Asst.	Administrative Asst.



Application for Morrow County Committee

Application will remain active for six months after it is received.

Date:	8-24-2022
Name:	Javon Pronetoot
Address:	
Mailing Ad	
	Ture, UR
E-mail Add	
Telephone:	

Information on this page is considered public record and may be available up on NOTE: request. Area of Representation: Jone Boardman, Irrigon, Heppner, Lexington, Ione, South County, North County South County at Large, North County at Large or any postion as an Alternate hone Name: Occupation: rea Availability: んず day, evenings or both? Briefly state why you would like to serve on the Morrow County Road Committee With the change in leadership I feel there is non appointing

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Please list qualifications and skills you have which you believe would be valuable if you are appointed to this position.

Please list personal and/or professional interest relevant to this committee and how

you would use those skills to help develop, evaluate and plan during meetings: Have 15 serve an saren con Hecs / Sinces Have an airplane a signer

Road funds are dedicated funding defined by state statue and is prioritized by road classification to determine work schedules and allocations: Please explain your experience in budgeting, scheduling and any experience or knowledge of dedicated funding experience:

Morrow County Public Works Department			
365 W. Highway 74	Eric Imes		
P.O. Box 428	Director	Asst. Road Master	
Lexington, OR. 97839			
Phone: (541) 989-9500	Sandi Pointer	Kirsti Cason	
Fax: (541) 989-8352	Management Asst.	Administrative Asst.	
ATU O			



Application for Morrow County Committee

Application will remain active for six months after it is received.

Date:	23-May-3	22		
Name:	SaBrina Bailey Cave			
Address:	145 W 2	nd Street, Ione		
Mailing Add	lress:			
E-mail Addr	ess:	Love	OR-	
Telephone:	Work: Cell: Home:	2 1 0		

NOTE: Information on this page is considered public record and may be available up on request.

Area of Representation:	Alternate for lone
	Boardman, Irrigon, Heppner, Lexington, Ione, South County, North County
	South County at Large, North County at Large or any postion as an Alternate
Name:	SaBrina Bailey Cave
Occupation:	Accounting Clerk
Availability:	Both
	day, evenings or both?
Briefly state why you we	ould like to serve on the Morrow County Road Committee
The roads in our coun	ty are in nice shape compared to several other
counties in our state.	would like to contribute to the group that uses

long-range planning to improve our road conditions, along with creating a maintenance program to keep them in good repair.

Please list qualifications and skills you have which you believe would be valuable if you are appointed to this position.

As I work in the Finance Dept. of Morrow County, I have an intimate	
knowledge of how our county finances our various departments. My	
understanding of the expenditures, and financial reports, involving the	
Road Dept. could be a valuable asset to the committee.	

Please list personal and/or professional interest relevant to this committee and how you would use those skills to help develop, evaluate and plan during meetings:

The City of Ione has county roads running through it. As a member of the City Council, I have a vested interest in the general conditions of all of the roads in the vacinity of Ione. Once people know you're on a committee, they freely share information that can be taken to the area's representative, or the committee as a whole, to be considered in the long-range or maintenance plan. I enjoy representing the folks who have valid concerns but do not wish to, or cannot, attend meetings.

Road funds are dedicated funding defined by state statue and is prioritized by road classification to determine work schedules and allocations: Please explain your experience in budgeting, scheduling and any experience or knowledge of dedicated funding experience:

Working in the Administration department of Morrow County has allowed me to learn more about how our Special Revenue Funds, like our Road Dept., are funded. I have learned that with a good long-range plan, and a frugal eye on future expenditures, we are in a good financial position to get all of our roads in good working order and have the ability to continue the upkeep on them for years to come.

Morrow County Public Works Department			
365 W. Highway 74	Eric Imes		
P.O. Box 428	Director	Asst. Road Master	
Lexington, OR. 97839			
Phone: (541) 989-9500	Sandi Pointer	Kirsti Cason	
Fax: (541) 989-8352	Management Asst.	Administrative Asst.	
RBOW CODA			



Application for Morrow County Committee

Application will remain active for six months after it is received.

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Date:	5/18/2022 Rolf Prag City of Brand Men-
Name:	Non may
Address:	to city conter Circle
Mailing Address:	
	Burdwen, DR-
E-mail Address:	· 0 M
Telephone: Work: Cell: Home:	

NOTE: Information request.	on this page is considered public record and may be available up on
Area of Representation:	Boardman
Area of Representation.	Boardman, Irrigon, Heppner, Lexington, Ione, South County, North County
	South County at Large, North County at Large or any postion as an Alternate
Name:	Rolf Prug
Occupation:	city of Boardman
Availability:	both
	lay, evenings or both?
Briefly state why you wo	ould like to serve on the Morrow County Road Committee
I would like and Alberran Con Work's Dependent	to represent the barenon and inter to suport your county Public
-	
Please list qualifications valuable if you are appo <u>T whis part of</u> <u>Team Far 16</u> <u>Local govern</u>	the Port of Mourow Management
you would use those ski I Helped W	for professional interest relevant to this committee and how ills to help develop, evaluate and plan during meetings: ill Budget and planting at the last in T saw construction to This

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Road funds are dedicated funding defined by state statue and is prioritized by road classification to determine work schedules and allocations: Please explain your experience

Morrow County Public Works Department			
365 W. Highway 74	Eric Imes		
P.O. Box 428	Director	Asst. Road Master	
Lexington, OR. 97839			
Phone: (541) 989-9500	Sandi Pointer	Kirsti Cason	
Fax: (541) 989-8352	Management Asst.	Administrative Asst.	
OW Co			



Application for Morrow County Committee

Application will remain active for six months after it is received.

Date:	5/16/2022	
Name:	Joe Taylor	
Address:	78597 P	
Mailing Ad	dress:	
	Boerdmen,	<u>DR-</u>
E-mail Add	ress:	
Telephone		
	Work:	
	Cell:	
	Home:	

NOTE:		on this pag	ge is considered public record and may be available	: up on
Area of R	<i>request.</i> epresentation	•	North county- alternate	
	cpresentation		Boardman, Irrigon, Heppner, Lexington, Ione, South County, South County at Large, North County at Large or any postion	
Name:		Joe Taylor		
Occupati	on:	Farmer		
Availabili	ty:	both day, evenings	c oc both2	
Briefly st	ate why you w		serve on the Morrow County Road Committee	
Because	was asked.			
	t qualification if you are app		you have which you believe would be iis position.	
l am fam	iliar with road	s in the Boa	rdman area.	
			sional interest relevant to this committee and how develop, evaluate and plan during meetings:	ı

Road funds are dedicated funding defined by state statue and is prioritized by road classification to determine work schedules and allocations: Please explain your experience