

MORROW COUNTY BOARD OF COMMISSIONERS MEETING AGENDA
Wednesday, February 14, 2018 at 9:00 a.m.
Irrigon Branch of the Oregon Trail Library District, Community Room
490 N.E. Main Ave., Irrigon, Oregon

- 1. Call to Order and Pledge of Allegiance - 9:00 a.m.**
- 2. City and Citizen Comments** – This is the time provided for individuals wishing to address the Board regarding issues that are not already on the agenda.
- 3. Open Agenda** – This is the time for the Board to introduce subjects that are not already on the agenda.
- 4. Consent Calendar**
 - a. Approve Claims: Accounts Payable dated February 15th; Morrow County Retirement Contribution dated February 9th in the amount of \$1,000,000; February 2018 Retirement Taxes dated February 14th in the amount of \$18,767.41; Payroll Payables (3): Immediates & Electronic, dated January 31st in the amount of \$144,262.74; HRA dated January 31st in the amount of \$2,750; Employee Final dated January 31st in the amount of \$118.83
 - b. Minutes: January 24th; February 7th Business Meeting
 - c. Fire Protection Consultant Contract
 - d. Fuel Contracts
 - e. Airport Asphalt Contract
 - f. Federal Lands Access Program Agreement
 - g. General Maintenance Purchase Pre-Authorization Request, Dump Trailer
 - h. Planning Department Purchase Pre-Authorization Request, Vehicle
 - i. Planning Commission Appointment Request
 - j. Fair Board Appointment Request
 - k. Road Committee Appointment Requests
- 5. Business Items**
 - a. Fiscal Year 2018/2019 Cost of Living Adjustment for Non-Represented Employees (Karen Wolff, Human Resources Director; Kate Knop, Finance Director)
 - b. Order No. OR-2018-3: Order Treasurer to Pay Department of Revenue, Marlatt Senior Deferral Lien (Mike Gorman, Assessor/Tax Collector)
- 6. Department Reports**
 - a. Planning Department Monthly Report (Carla McLane, Planning Director)
 - b. Veterans Services Quarterly Report (Linda Skendzel, Veterans Services Officer)
- 7. Correspondence**
- 8. Commissioner Reports**
- 9. Signing of documents**
- 10. Adjournment**

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

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

Pursuant to ORS 192.640, this agenda includes a list of the principal subjects anticipated to be considered at the meeting; however, the Board may consider additional subjects as well. This meeting is open to the public and interested citizens are invited to attend. Executive sessions are closed to the public; however, with few exceptions and under specific guidelines, are open to the media. The Board may recess for lunch depending on the anticipated length of the meeting and the topics on the agenda. If you have anything that needs to be on the agenda, please notify the Board office before noon of the preceding Friday. If something urgent comes up after this publication deadline, please notify the office as soon as possible. If you have any questions about items listed on the agenda, please contact Darrell J. Green, County Administrator at (541) 676-2529.

**Board of Commissioners Meeting Minutes
January 24, 2018
Bartholomew Building Upper Conference Room
Heppner, Oregon**

Present

Chair Don Russell
Commissioner Jim Doherty
Commissioner Melissa Lindsay
Darrell J. Green, Administrator
Karen Wolff, Human Resources Director
Justin Nelson, County Counsel
Kate Knop, Finance Director
Roberta Lutcher, Executive Assistant

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

City and Citizen Comments: None

Open Agenda: Commissioner Lindsay requested the Road Department Monthly Report be moved up to accommodate the Public Works Director's schedule.

Consent Calendar

Commissioner Lindsay requested to move the Contribution to the Morrow County Trust to Business Items.

Commissioner Lindsay moved to approve the following items in the Consent Calendar, removing agenda item 4b. Contribution to the Morrow County Trust:

1. *Accounts Payable dated January 25th in the amount of \$195,374.96; Manual Check dated January 18th to Withnell Motors in the amount of \$41,758; Manual Check dated January 16th to Visa in the amount of \$5,261.07; Payroll Payables, Immediates & Electronic, Employee Final dated January 9th*

Commissioner Doherty seconded. Unanimous approval.

Department Reports

Road Department Monthly Report

Matt Scrivner, Public Works Director
Eric Imes, Assistant Road Master
Mr. Scrivner reviewed the items in his Road Report.

Business Items

Review of Elected Positions and Recommendations to the Compensation Board

Karen Wolff, Human Resources Director

Ms. Wolff said she was seeking recommendations from the Commissioners as to the information and statistics that should be forwarded to the Compensation Board for its February 13th meeting

[since changed to February 21st]. Regarding Cost of Living Adjustment (COLA) and Consumer Price Index (CPI) numbers, Commissioner Russell asked Ms. Wolff to forward the entire information packet she presented today and allow the Compensation Board to make the determination; Commissioners Doherty and Lindsay concurred.

On the subject of Commissioner compensation, Ms. Wolff explained last year the Compensation Board members said the topic needed more public vetting so that is why this is back for consideration. Commissioner Doherty said he made the motion last year that Commissioners be referenced as Commissioners, without a designation of part-time or full-time. He said he continued to evaluate the time spent over the last year and his opinion is the Compensation Board should look at a Commissioner position as one full-time equivalent (FTE). Commissioner Doherty continued by saying he did not want to tell the Compensation Board what that compensation should be.

Commissioner Lindsay said Commissioners are elected, and as such an FTE label would be a false notion. She said the question is not how many hours are worked, but what the citizens expect. She said she kept track of the hours and found it very much to be more than a part-time position...but that is her choice.

Chair Russell said as he looks to the future, he wants anyone who considers running for a Morrow County Commission position to know it's a full-time commitment. He stressed the importance of attending meetings in-person around the State on a regular basis so Morrow County's fate is not left in the hands of others. He said future Commissioners need to know the expectations of the citizens of Morrow County are that it's much more than a part-time commitment. Chair Russell discussed conversations he's had with Commissioners around the State, and the consensus is they are not part-time positions and that the expectation of most counties is for the positions to be full-time. Very few counties expect Commissioners to work part-time, he said.

Surveyor Compensation

Ms. Wolff explained the Commissioners most recently decided to have the Internal Revenue Service (IRS) determine whether the elected Surveyor should be considered a County employee or an independent contractor based on the current compensation structure (\$36,000 stipend plus some fees). That request was made of the IRS in December and can take at least six months. In the meantime, Ms. Wolff requested direction as the budget process is beginning for Fiscal Year 2018/2019.

Ms. Wolff said she and Administrator Darrell Green, and County Counsel Richard Tovey, met to discuss this and concluded the Surveyor should be considered an employee. During the discussion, she said they took into consideration the opinions of the County's auditors, labor counsel and IRS rules.

Ms. Wolff said another option would be to return to a “Fee Based Official” whose only compensation is the fees directly from the public for his/her services. However, she said a Fee Based Official may also receive an additional amount of compensation but it must be less than the fees collected. In this situation, the amount of compensation to the Surveyor, \$36,000, definitely exceeds the amount of fees collected over the last several years, she said. Both the auditors and labor counsel provided opinions that the level of compensation has exceeded that of a Fee Based Official, noted Ms. Wolff.

Chair Russell said, absent an opinion from the IRS, his opinion would be to move forward with the Surveyor position as an elected employee. He said he would leave the budget up to the Compensation Board, but the overall hours don’t justify more than a part-time position. Commissioners Lindsay and Doherty concurred.

Surveyor Stephen Haddock said just as the County relied on its professionals for an opinion, so did he, and his professional did not agree. Mr. Haddock also expressed concern that the Commissioners have not been presented with enough information to fully understand every aspect of his position – from the pertinent Oregon Revised Statutes (ORS) to the hours worked and his actual duties, etc. To be fair to the constituents, he said the Board needs an understanding of what he does in order to make a recommendation on the employee vs. independent contractor issue.

Commissioner Doherty suggested Mr. Haddock have that discussion with the Compensation Board. Mr. Haddock said he provided the statutes to the Compensation Board two years ago but the in-depth conversation has not taken place. He said he keeps getting a “let someone else deal with it” message from everyone.

Commissioner Lindsay recounted events that led to the Surveyor position continuing to be listed on the ballot as an elected position when it could have been made an appointed position. She said at the end of the current term in 2020, she recommended it become an appointed position. The Board’s future vision for the Surveyor position needs to be determined, she concluded.

Chair Russell said he doesn’t want this to reflect on the job being done by Mr. Haddock. He’s done much more for Morrow County than any previous Surveyor and should be compensated for his efforts, he added. Chair Russell also said when the current term expires, his vision is that the County Surveyor be an employee who becomes part of a larger department, or that we put out a Request for Proposals and hire an independent contractor. Extensive discussion.

Commissioner Lindsay moved to classify the Surveyor as an employee, the same as other Elected Officials; paying his \$36,000 – withholdings and other insurance to be withheld; and the \$36,000 compensation rate will be analyzed by the Compensation Board with every other position. Commissioner Doherty seconded. Commissioner Lindsay added that it be effective January 1st. Discussion. Commissioner Lindsay called for the question. Aye: Commissioner Doherty, Commissioner Lindsay. Nay: Chair Russell. Motion carried.

Break: 10:38 a.m. **Resumed:** 10:47 a.m.

JobMeas™ Evaluations for Elected Positions

Ms. Wolff said it was suggested JobMeas™ evaluations be conducted as a way to compare the wages of Elected Officials to those of appointed Department Directors. She said the challenge with the JobMeas™ program is it uses the minimum qualifications and education to be eligible for a position as the major factors in the wage evaluation. The minimum qualifications for some of the elected positions are that a person be an elector of the County, and live in the County for one year. She said this means it brings the wage down substantially and makes it impossible to make a fair comparison. The Commissioners agreed the evaluations should be forwarded to the Compensation Board so all positions will have been through the same matrix.

Compensation Board Meeting Timeline

- If Elected Officials would like to have comments included in the notebooks distributed to the Compensation Board, they should submit them to Ms. Wolff by February 1st.
- The notebooks will be distributed to the Compensation Board by February 5th.
- After the notebooks have been distributed, additional comments will be accepted through February 9th. Any new comments will be electronically scanned to those who received the notebooks.
- The Compensation Board notebooks will be uploaded to the County's website.

Budget Committee Reappointment Requests

Kate Knop, Finance Director

Ms. Knop reviewed the proposed staggered terms for the Budget Committee, as discussed at the January 17th BOC Meeting.

Commissioner Doherty moved to identify the Budget Committee positions by number and to approve revising the appointment term end dates, pursuant to ORS 294.414, so that one-third of the appointive members end each year. Commissioner Lindsay seconded. Unanimous approval.

Commissioner Lindsay moved to reappoint Larry Mills to the Budget Committee, term to be July 1, 2018 through June 30, 2019; and to reappoint Linda LaRue to the Budget Committee, term to be February 4, 2018 through June 30, 2021; thereby filling Positions 1 and 2. Commissioner Doherty seconded. Discussion: The Commissioners agreed that as the end of any given term approaches, the County will advertise and request letters of interest. This will allow the existing member and members of the public an opportunity to apply. Unanimous approval.

Discussion continued that the Commissioners would like staff to follow this same process for future appointments on other boards and committees. That being, prior to any term end date, the opening be advertised and letters of interest solicited that will then be forwarded to the BOC for consideration.

Community Renewable Energy Association (CREA) Request to Participate in Joint Funded Economic Impact Analysis of Wind Energy in Oregon

Chair Russell said when the request was brought up at the last CREA meeting, he was of the opinion Morrow County's payments to CREA were more than enough to allow them to finance the \$15,000 study themselves. However, he said he does see the value that could come to Morrow County from the analysis. There is an effort to bring renewable energy to Oregon that is generated in Montana and Wyoming, said Chair Russell. Being able to show it's economically more advantageous to keep that energy generation in-State would ultimately benefit Morrow County, he said. Brief discussion.

Commissioner Doherty moved to approve a \$2,000 contribution from the Court Discretionary Fund to CREA for the economic impact study being done on renewable energy produced in Oregon versus renewable energy produced outside Oregon. Chair Russell seconded.

Discussion: Commissioner Lindsay stated the Board requests entities receiving money from the County provide periodic updates, but that hasn't been the case with CREA. She said developers are already doing this work and if the County wants to pursue something, it should be the Energy Facility Siting Council process. Aye: Chair Russell, Commissioner Doherty. Nay: Commissioner Lindsay. Motion carried.

Contribution to the Morrow County Trust

Kate Knop, Finance Director

Ms. Knop said she wanted to verify the amount the Board opted to direct to the Morrow County Trust at the most recent Long Range Planning Meeting. She further explained the Morrow County Retirement Plan funded ratio is 66% and the Plan's actuarial accrued liability is \$30,537,274, of which \$10,327,388 is unfunded. Discussion.

Commissioner Lindsay directed staff to bring forward the necessary resolution to apply \$1,000,000 to the Morrow County Retirement Plan, since the funds are currently available. Commissioner Doherty seconded. Unanimous approval.

Department Reports

Sheriff's Office Monthly Report

Administrative Lieutenant Melissa Ross

Lt. Ross reviewed the report of activity for December, which included a more detailed breakdown of arrests and responses to calls. She also mentioned several wolf sightings were reported in the Ione-Gooseberry Road/Carlson Lane area; they were conveyed to the Oregon Department of Fish & Wildlife.

Clerk's Quarterly Report

Bobbi Childers, Clerk

Ms. Childers provided preliminary ballot results for the previous day's election. She said historically, south Morrow County has seen greater voter participation, however, Irrigon had the highest return in this election.

Ms. Childers asked the Board for direction concerning the Surveyor position and whether it will be an elected or appointed position going forward. Commissioner Lindsay said the statute provided by Ms. Childers states the Surveyor will be appointed unless a decision is made that it be elected. Ms. Childers agreed and added the previous County Court and this Board have remained silent and she would like to hear it be said that for 2020 the Surveyor will be appointed.

Commissioner Lindsay moved to have the Surveyor be an appointed position unless something changes. Discussion: Commissioner Doherty said according to ORS, if the Board does nothing, it becomes appointed. County Counsel Justin Nelson agreed but asked what the mechanism will be for informing the public of the change. Ms. Childers said it does say it can continue to be elected. Motion died for lack of a second.

Human Resources Quarterly Report

Karen Wolff, Human Resources Director

Ms. Wolff reviewed the report of activity in her office from November – January (to date). Recruitments took place for the County Administrator, Public Works Director, and Assistant Road Master. Juvenile Probation Counselor and Register Nurse recruitments remain open. Ms. Wolff discussed two recent automobile accidents and reported both employees will return to work.

Surveyor Quarterly Report

Stephen Haddock, Surveyor

Mr. Haddock reviewed his report. He discussed the ongoing problem of property monument markers being destroyed when excavation takes place, mostly by contractors. He said Planning Director Carla McLane suggested he prepare a brochure that can be given to members of the public when they apply for permits that require excavation. It will also be posted to the Surveyor's page of the County website. The brochure will explain the importance of the markers and the cost to replace them.

Mr. Haddock said he and Mr. Green spoke during the break and plan to put together a draft concept of the Surveyor's Office for the Board.

Chair Russell said the contractor doing work near Wilson Lane in Boardman (Zayo) has been at that location for quite some time. He suggested that permits issued by Public Works contain a timeframe for performing the work. Commissioner Doherty agreed, both with the extended length of time Zayo has been there, and with the idea that permits include timeframes.

Public Health Department Quarterly Report

As Director Sheree Smith was unable to attend, her written report was reviewed.

Correspondence

- Notice from the Federal Aviation Administration that the aeronautical study of the project at the airport in Lexington has been completed and is available to view on the FAA website.

Commissioner Reports

- Commissioner Doherty said he will attend a Umatilla National Forest Collaborative meeting tomorrow on the topic of timber sales. He said County involvement is critical, especially concerning the Ellis Commercial Thin project. Commissioner Doherty said he will also meet with local Forest Service personnel in an effort to understand the proposal for new grazing allotments while many current allotments remain vacant. He said he plans to stay actively involved in these, and the other collaborative meetings that impact eastern Oregon.
- Commissioner Lindsay reported the latest development in hiring a Morrow/Umatilla County LPSCC Coordinator (Local Public Safety Coordinating Council) is that Umatilla County chose to hire a candidate who will work for them part-time, but is not willing to travel to Morrow County. This means Morrow County needs to work with the Association of Oregon Counties, which funds the positions, to find a part-time Coordinator for Morrow County. Commissioner Lindsay also discussed meetings with the Treasurer, Veterans Services Officer, and Juvenile Director. She said she plans to be more engaged in the space issues with the Circuit Court system at the Courthouse. Regarding the lack of workforce housing, she said she spoke to lenders about how to engage economic development funds to this issue, and how to attract contractors here to build the houses. She also had a meeting to discuss the flood plain issues in south County and how to address that for the industrial area. Lastly, she said now that the Administrator has been here for a while, she would like to have a discussion on manual checks and cash handling policy.
- Chair Russell said he plans to apply for an opening on the Oregon Parks and Recreation Department's Oregon Outdoor Recreation Committee. The committee reviews and prioritizes grant applications for funding from the Federal Land and Water Conservation Fund for public outdoor recreation areas and facilities. Chair Russell also attended the retirement party for Jim Piro, outgoing Chief Executive Officer of Portland General Electric.

Adjourned: 12:35 p.m.

Morrow County Board of Commissioners Business Meeting Minutes
February 7, 2018
Bartholomew Building Upper Conference Room
Heppner, Oregon

Present

Chair Don Russell

Commissioner Jim Doherty

Commissioner Melissa Lindsay

Darrell Green, Administrator

Call to Order and Pledge of Allegiance: 7:45 a.m.

Open Agenda: No items

Business Items

Evaluate & Update Goals of the County Administrator and Board of Commissioners

Mr. Green presented Administrator goals to the BOC. He stated that they were prioritized and asked for feedback. Commissioner Lindsay suggested that Internal Processes were a higher priority than Update Ordinances/Codes.

Budget Process – All three Commissioners commented that they liked the Budget Work Sessions. They were helpful to acknowledge what the Departments were doing and what they may need for FTEs (full time equivalents) and the upcoming budget. Commissioner Russell asked Assessor Mike Gorman about future property tax projections based on Vadata starting to pay property taxes over the next few years. Mr. Gorman was unable to provide a dollar value at this time.

Commissioner Russell would like to see an analysis on Retirement Plan cost savings and more information about moving from a defined benefit plan to a defined contribution plan. He drew similarities to PERS (Oregon Public Employee Retirement System) moving from a Tier 1 to its current plan OPSRP (Oregon Public Service Retirement Plan).

Mr. Green recapped the value of the leadership training and stated he was glad to see that the County agreed to an all-day training with David Rabiner. Commissioner Lindsay said she appreciated the effort to continue to move forward with this project.

The Commissioners liked the timeline for the north County building. Commissioner Russell commented that he promised Judge Ann Spicer she would get to hold court in the new building before she retired and he hoped that will happen. He also commented that Commissioner Doherty approached the Moose Lodge in Irrigon to see if the County could work out a relationship that would provide additional parking.

Mr. Green reviewed the remaining goals with little or no comment about them.

Adjourned: 8:40 a.m.

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

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

This fire consultant is a huge factor in the three parks all year long and during the dry summer months, reducing fuels and keeping all the fire equipment serviced/maintained and readily available for use. He is the prime contact for safety and assisting cooperating with other agencies (USFS and ODF) He has a good reputation in keeping these contacts informed. He devises plans for prescribed burns for areas with the local agencies and works closely with them to complete these tasks. This helps keep the County property controlled. If there ever is a fire in a surrounding non park area he has the authority to pull his sources and expertise in keeping the County Parks contained or even controlled.

2. FISCAL IMPACT:

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

Morrow County Public Works - Parks would like to have the contract signed between Morrow County and Mr. Dean Robinson.

Attach additional background documentation as needed.

From: Richard Tovey
Sent: Thursday, February 01, 2018 1:01 PM
To: Sandra Pointer <spointer@co.morrow.or.us>
Subject: RE: Fire Consultant

Sandi-

Looks like I may have jumped ahead as well. Roberta was asking if I had reviewed the information in the agenda packet so I went through and reviewed that information. I went back through our emails and saw that there was also a potential contract so I went through and put the contract together. Roberta now has the updated contract and scope of work. I attached a copy of the contract to this email. Hopefully I am not getting too far ahead of what you needed.

Thanks-

Rich

Richard S. Tovey
Deputy District Attorney/ County Counsel
Morrow County District Attorney's Office
P.O. Box 664
Heppner, OR 97836
(541) 676-5626

From: Sandra Pointer
Sent: Wednesday, January 31, 2018 1:19 PM
To: Justin Nelson <jnelson@co.morrow.or.us>; Matt Scrivner <mscrivner@co.morrow.or.us>; Sandra Pointer <spointer@co.morrow.or.us>; Morrow Co Parks Manager <mcparksmgr@co.morrow.or.us>
Cc: Richard Tovey <rtovey@co.morrow.or.us>
Subject: Fire Consultant

Justin,

I am jumping the gun here but wanted to stay caught up. This is the fire consultant Contract that will go Feb. 14 we are having the recommendation on the 7th but this is for the contract signing. Wondering if I can get an Email acceptance to send on to Roberta.

From: PublicWorksCopier@co.morrow.or.us [mailto:PublicWorksCopier@co.morrow.or.us]
Sent: Wednesday, January 31, 2018 12:57 PM
To: Sandra Pointer <spointer@co.morrow.or.us>; Morrow Co Parks Manager <mcparksmgr@co.morrow.or.us>
Subject: Attached Image

Fire Consulting Proposals /

- 1/2/18 State of Oregon
Dept Forestry - John Day Unit -
George Ponte was Contact
Equip hourly rate - 2 Man Crew 210^{HE}
Man Power hourly rate -
Consulting Services - None

- 1/2/18 Bruce Young Logging
Heppner, OR -

Equip hourly - Only own equip. Varies w/ unit
Man Power hourly - Negotiated @ time of event
Consulting Services - None

- 1/4/18 Laura Back Forestry, Inc -
Merlin, Oregon -
Jason Ritz?
Wildland fire suppression
Prescribed burn plans, Fuels Management
Emergency -
* All prevailing wage rates *
Equip hourly - Own equip - FEMA equip rates
Man Power - 24^{MAN} \$6 w/ fringe 13.82
Power equip 39.74 w/ fringe
Consulting Services - Yes -
\$ 28.86 Hour - 39.74 hour per man

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

2
3 This Contract is between Morrow County, a political subdivision of the State of Oregon, hereafter called
4 **County**, and Dean Robinson, Fire Protection Consultant, hereafter called **Contractor**. **County's**
5 Contract Administrator for this contract is Public Works Director.

6
7 **1. Effective Date and Duration.** This contract shall become effective on the date at which this Contract has
8 been signed by every party hereto, whichever occurs first. This Contract shall expire when **County** closes
9 the park or on December 10, 2022 unless earlier terminated or extended, the specific dates of park closing
10 shall be determined by the County, depending upon the weather, the hunting season schedules, and the days
11 upon which weekends occur. Expiration shall not extinguish or prejudice **County's** right to enforce this
12 Contract with respect to any breach of a Contractor warranty; or any default or defect in Contractor
13 performance that has not been cured.

14
15 **2. Statement of Work.** Contractor agrees to perform the Work in accordance with the terms and conditions of
16 the attached Fire Protection Consultant Scope of Work. (Exhibit 1)

17
18 **3. Consideration**

19 a. **County** agrees to pay Contractor the daily rate of \$ 15.00/hour for accomplishing the Work
20 required by the attached Scope of Work. Not limited to the mileage rate of \$0.50 a mile during travel.

21
22 **4. Contract Documents.** This contract consists of this Contract and attached Scope of Work. All attached
23 Exhibits are hereby incorporated by reference.

24
25 **5. Independent Contractor; Responsibility for Taxes and Withholding**

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

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

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

43
44 **6. Subcontracts and Assignment; Successors and Assigns.**

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

51 b. The provisions of this contract shall be binding upon and shall inure to the benefit of the parties hereto,
52 and their respective successors and assigns, if any.
53

54 **7. No Third Party Beneficiaries.** County and Contractor are the only parties to this Contract and are the only
55 parties entitled to enforce its terms. Nothing in this Contract gives, is intended to give, or shall be construed to
56 give or provide any benefit or right, whether directly, indirectly or otherwise, to third persons unless such third
57 persons are individually identified by name herein and expressly described as intended beneficiaries of the terms
58 of this Contract.
59

60 **8. Funds Available and Authorized**

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

64 b. **County** will only pay for completed work that is accepted by **COUNTY**.
65

66 **9. Representations and Warranties**

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

74 b. **Warranties Cumulative.** The warranties set forth in this section are in addition to, and not in lieu of, any
75 other warranties provided.
76

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

87 **11. Indemnity.** Contractor shall defend, save, hold harmless, and indemnify the State of Oregon and **County**,
88 their officers, employees, agents, from and against all claims, suits, or actions, losses, damages, liabilities costs
89 and expenses of any nature whatsoever resulting from, arising out of, or relating to the activities of Contractor
90 or its officers, employees, subcontractors, or agents under this Contract.
91

92 **12. Insurance.** Contractor shall provide insurance as required by State law.
93

94 **13. Termination**

95 **a. Parties Right to Terminate For Convenience.**

- 96 i) This Contract may be terminated at any time by mutual written consent of the parties.
97 ii) This Contract may be terminated by County with 14 day written notice to Contractor.
98
99
100

101 **b. Remedies**

102 i) In the event of termination pursuant to Sections 13, Contractor's sole remedy shall be a claim for the sum
103 designated for accomplishing the Work multiplied by the percentage of Work completed and accepted by
104 **County**, less previous amounts paid and any claim(s) which State has against Contractor. If previous amounts
105 paid to Contractor exceed the amount due to Contractor under this subsection, Contractor shall pay any excess
106 to **County** upon demand.
107

108 **c. Contractor's Tender upon Termination.** Upon receiving a notice of termination of this Contract,
109 Contractor shall immediately cease all activities under this Contract, unless **County** expressly directs otherwise
110 in such notice of termination. Upon termination of this Contract, Contractor shall deliver to **County** all
111 documents, information, works-in-progress and other property that are or would be deliverables had the Contract
112 been completed. Upon **County** request, Contractor shall surrender to anyone **County** designates, all documents,
113 research or objects or other tangible things needed to complete the Work.
114

115 **14. Limitation of Liabilities. EXCEPT FOR LIABILITY ARISING UNDER OR RELATED TO**
116 **SECTIONS 13. (e)(ii) or 9(a), NEITHER PARTY SHALL BE LIABLE FOR (I) ANY INDIRECT,**
117 **INCIDENTAL, CONSEQUENTIAL OR SPECIAL DAMAGES UNDER THE CONTRACT OR (ii)**
118 **ANY DAMAGES OF ANY SORT ARISING SOLELY FROM THE TERMINATION OF THIS**
119 **CONTRACT IN ACCORDANCE WITH ITS TERMS.**
120

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

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

141 **17. Foreign Contractor.** If Contractor is not domiciled in or registered to do business in the State of Oregon,
142 Contractor shall promptly provide to the Oregon Department of Revenue and the Secretary of State Corporation
143 Division all information required by those agencies relative to this Contract. Contractor shall demonstrate its legal
144 capacity to perform the Work under this Contract in the State of Oregon prior to entering into this Contract.
145

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

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19. 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 26.

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

21. 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.

22. 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.

23. 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.

24. 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.

25. 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 Marion 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.**

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

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Name (tax filing): Dean Robinson, Fire Protection Consultant

Address: P.O. Box 715, Heppner, OR. 97839

Citizenship, if applicable: Non-resident alien Yes No

Business Designation (check one):

- Corporation
- Partnership
- Limited Partnership
- Limited Liability Company
- Limited Liability Partnership
- Sole Proprietorship
- Other _____

Federal Tax ID#: _____ **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.

CONTRACTOR

By: _____ Title: _____ Date: _____

COUNTY
MORROW COUNTY BOARD OF COMMISSIONERS

Date: _____

ATTEST:

County Clerk

Don Russell, Chair

Jim Doherty, Commissioner

Melissa Lindsay, Commissioner

Approved as to form:
County Counsel

Exhibit 1

SCOPE OF WORK

Morrow County is the owner and operator of three public parks which are known as Anson Wright, Cutsforth and the OHV Park. The County provides public facilities for recreation at these parks. The County establishes rules and regulations for use of the Parks for Park visitors. It is necessary to have the proper and adequate maintenance of fire protection and access for emergency vehicles that are present during spring summer and fall months while the parks are open to the public but not limited to the off season dangers that may arise.

1. It is intended that the Consultant shall visit the Parks during the Park fire season and be present prior to and after danger fire season. Consultant shall be available to help parks and public works personnel in providing information on the fuels that may cause dangerous fire conditions at around the Parks. Assisting in equipment implementation and ideas that will help make the procedure more efficient for proper and adequate equipment ready for fire usage, be aware of activities occurring in the Park. In order to appropriately perform these responsibilities,

Consultant must:

- Planning and cooperation with other agencies for controlled fire assist;
 - Be observant for activities or conditions occurring in the Park that require immediate attention;
 - Evaluate and design a plan to eliminate all parks for fuels and Dangers;
 - Design projects for fuel reduction from year to year;
 - Evaluate and recommend equipment condition and recommend upgrades when funding is available for the agency;
 - If possible pay attention for funding for equipment and clothing that would benefit the parks fire hazard prevention;
 - Assist and organize training for staff and personnel in fire protection and assist;
 - Layout and design fire routes for equipment access and danger areas.
2. County shall reimburse Fire protection consultant fifteen (\$15.00) per hour of work completed. And include the mileage rate of \$0.50 cents per mile for business miles driven as per IRS announces Standard Mileage Rates, IR-2009-111
 3. County shall provide Fire protection consultant with materials and supplies necessary to accomplish the activities listed under #1 above.
 4. Fire protections consultant is not required to, and shall not attempt to personally deal with emergency situations arising at the Park during the term of this Agreement; The consultant shall contact the appropriate emergency personnel, including medical personnel and law enforcement officers, when in the judgment of the consultant, such emergency services become necessary.

Fire Protection Consultant

5. The parties acknowledge that the fire protection consultant is not an employee of Morrow County. Either party may cancel this Agreement at any time by giving the other forty-eight (48) hours notice of intent to cancel.
6. By signing this Agreement, fire protection consultant agrees to, and does release Morrow County from any liability arising by reason of personal injury suffered by fire protection consultant which is not covered by Worker's Compensation Insurance.

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

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

Morrow County Public Works advertised for Fuel to supply the County with Diesel, Gasoline, Aviation Fuel and Lubricants, this being a three year contract. Public advertising for these supplies started 12/16/2017 and ran till 01/16/2018. February 7,2018 BOC had approved the recommend of approval for the contract for these products.

2. FISCAL IMPACT:

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

Public works would like to recommend a contract to the following bids to the appropriate suppliers.
Lubrication Bids - Hattenhauer Energy Co.,LLC
Aviation Fuel Bids - Devin Oil Company
Diesel Fuel Bids - Devin Oil Company
Unleaded Mid Grade 89 Octane Fuel - Devin Oil Company

Copies of Contracts are attached for your review.

Attach additional background documentation as needed.

Sandra Pointer

From: Richard Tovey
Sent: Wednesday, January 31, 2018 9:37 AM
To: Sandra Pointer
Cc: Matt Scrivner
Subject: RE: FUEL bids - 02/14/2018
Attachments: Amended 2018 - 2021 Contract for Lubicant - Hattenhauer Energy Co. LLC.docx;
Amended 2018 - 2021CONTRACT FOR MATERIALS AND SUPPLIES diesel Devin Oil.doc;
Amended 2018-2021 Aviation Fuel CONTRACT FOR MATERIALS AND SUPPLIES fuel
Devin Oil Comp_ (002).doc; Amended 2018-2021 Unleaded mid Grade Gasoline - Devin
Oil Comp (002).docx

Sandi-

I have reviewed the bid documents and the contracts. I made some changes to the form of the contracts and did minor edits and have no issues with the content at this time.

Thanks-
Rich

Richard S. Tovey
Deputy District Attorney/ County Counsel Morrow County District Attorney's Office P.O. Box 664 Heppner, OR 97836
(541) 676-5626

-----Original Message-----

From: Sandra Pointer
Sent: Tuesday, January 30, 2018 8:59 AM
To: Justin Nelson <jnelson@co.morrow.or.us>; Richard Tovey <rtovey@co.morrow.or.us>; Roberta Lutcher <rlutcher@co.morrow.or.us>
Cc: Matt Scrivner <mscrivner@co.morrow.or.us>
Subject: FUEL bids - 02/14/2018

Justin or Richard,,

I have an award for my fuel bids to be presented to the BOC on 02/07/2018 and was wanting to sign contracts the following week. Wanted to get them early enough for you to review. Find attached what was presented by providers and also the contract. Please let me know if there is anything else you may need.

Roberta, Would you mind putting Public Works down for BOC for contract signing on 02.14.2018, I will get you all paper work after Justin or Richards review.

Morrow County Public Works
Sandi Pointer
Management Assistant
365 W. Hwy 74, P.O. Box 428
Lexington, OR. 97839
541-240-1761 Cell Phone
541-989-9500 Office
541-989-8352 Fax
spointer@co.morrow.or.us

**CONTRACT FOR MATERIALS AND SUPPLIES – Unleaded mid-grade 89 Octane
Gasoline**

THIS AGREEMENT, made as of the 14th day of February, 2018, between Morrow County, a political subdivision of the State of Oregon, (County) and Devin Oil Company, (Contractor);

WITNESSETH:

That whereas, County requires certain fuels necessary to operate its equipment used in the business of the County and the Road Department; and

Whereas, Contractor is in the business of selling such fuel products and can supply the same in sufficient kind and quantity to serve County's needs; and

Whereas, Contractor submitted the lowest bid offered in response to County's advertised request for bids, which bid of Contractor was accepted;

NOW THEREFORE, the parties are agreed as follows:

1. Contract period shall be for a period of three (3) year, beginning February 14, 2018 and ending February 14, 2021.

2. SPECIFICATON OF MATERIALS.

A. Contractor shall provide the following fuels in the specified estimated amount:

1. Approximately 67,500 gallons of unleaded gasoline (tank size 5,000 gallons) delivered to Morrow County Road Department in Lexington at \$0.05 above rack price. This tank will be on a "**Keep Full**" basis with a minimum delivery of 4500 gallons.
2. Approximately 12,000 gallons of unleaded gasoline (tank size 500 gallons) delivered to Morrow County Road Department in Irrigon, Oregon at \$0.05 above rack price. This tank will be on a "**Keep Full**" basis.
3. Approximately 1,500.00 gallons of unleaded Mid-Grade delivered to Morrow/Grant OHV Park with a \$0.10 above rack price. This tank will be a "**as Needed basis**"

B. Contractor shall deliver the above-described fuels as necessary to prevent County from running out of stock.

C. Contractor shall supply all labor, supplies, materials and supervision necessary to complete Contractor's performance of this agreement.

D. Contractor shall supply verification of Rack price with each delivery.

CONTRACT FOR MATERIALS AND SUPPLIES – AVIATION FUEL

THIS AGREEMENT, made as of the 14th day of February, 2018, by and between Morrow County, a political subdivision of the State of Oregon, (County) and Devin Oil Company (Contractor);

WITNESSETH:

That whereas, County requires certain fuels necessary to operate its equipment used in the business of the County and the Road Department; and

Whereas, Contractor is in the business of selling such fuel products and can supply the same in sufficient kind and quantity to serve County's needs; and

Whereas, Contractor submitted the lowest bid offered in response to County's advertised request for bids, which bid of Contractor was accepted;

NOW THEREFORE, the parties are agreed as follows:

1. Contract period shall be for a period of three (3) years, beginning February 14, 2018 and ending February 14, 2021.
2. SPECIFICATON OF MATERIALS.
3.
 - A. Contractor shall provide the following fuels in the specified estimated amount:
 1. Approximately 7,000 gallons of Aviation Fuel (tank size 5,000 gallons) delivered to Morrow County Airport Rd. in Lexington at \$0.15 above Specific location price. This tank will be on an "as needed basis".
 - B. Contractor shall deliver the above-described fuels as necessary to prevent County from running out of stock.
 - C. Contractor shall supply all labor, supplies, materials and supervision necessary to complete Contractor's performance of this agreement.
4. PAYMENT

Payment for each delivery of fuel shall be made in full within twenty-one (21) days of delivery and submission of an itemized invoice by Contractor, to County. The itemized invoice shall include number of gallons, price per gallon, Western Petroleum price and the date of delivery.

5. In the event that the County declares that it is unable to perform its obligations by reason of inability to obtain funds through the budgetary process, then Contractor shall be notified in writing that this agreement is terminated, all delivery will cease.

CONTRACTOR
DEVIN OIL COMPANY

Heaven Wick

Date: 2-5-18

COUNTY
MORROW COUNTY BOARD OF COMMISSIONERS

ATTEST

County Clerk

Don Russell, Chair

Jim Doherty, Commissioner

APPROVED AS TO FORM

County Counsel

Melissa Lindsay, Commissioner

CONTRACT FOR MATERIALS AND SUPPLIES – DIESEL

THIS AGREEMENT, made as of the 14 day of February, 2018, by and between Morrow County, a political subdivision of the State of Oregon, (County) and Devin Oil Company (Contractor);

WITNESSETH:

That whereas, County requires certain fuels necessary to operate its equipment used in the business of the County and the Road Department; and

Whereas, Contractor is in the business of selling such fuel products and can supply the same in sufficient kind and quantity to serve County's needs; and

Whereas, Contractor submitted the lowest bid offered in response to County's advertised request for bids, which bid of Contractor was accepted;

NOW THEREFORE, the parties are agreed as follows:

1. Contract period shall be for a period of three (3) years, beginning February 14, 2018 ending February 14, 2021.
2. SPECIFICATON OF MATERIALS.
 - A. Contractor shall provide the following fuels in the specified estimated amount:
 1. Approximately 60,000 gallons of diesel fuel (tank size 10,000 gallons) delivered to Morrow County Road Department in Lexington at \$0.05 above rack price. This tank is on a "Keep Full" basis with a minimum delivery of 4,500 gallons.
 2. Approximately 6,000.00 gallons of diesel fuel (tank size 1,000 gallons) delivered to Morrow County Road Department in Irrigon, Oregon at \$0.05 above rack price. This tank is on a "Keep Full" basis.
 3. Approximately 10,000 gallons of diesel delivered to Morrow County remote locations at \$0.08 above rack price. This tank is on a "on call basis"
 4. Approximately 2,000 gallons of diesel delivered to the Morrow/Grant OHV Park At \$0.10 above rack price. This tank is on a " on call basis"
 - B. Contractor shall deliver the above-described fuels as necessary to prevent County from running out of stock.
 - C. Contractor shall supply all labor, supplies, materials and supervision necessary to complete Contractor's performance of this agreement.
 - D. Contractor shall supply verification of Pasco Rack price with each delivery.

3. PAYMENT

Payment for each delivery of fuel shall be made in full within twenty-one (21) days of delivery and submission of an itemized invoice by Contractor, to County. The itemized invoice shall include number of gallons, price per gallon, best possible Rack price and the date of delivery.

4. In the event that the County declares that it is unable to perform its obligations by reason of inability to obtain funds through the budgetary process, then Contractor shall be notified in writing that this agreement is terminated, all delivery will cease.

CONTRACTOR
DEVIN OIL COMPANY

Heaven White

Date: 2-5-18

COUNTY
MORROW COUNTY BOARD OF COMMISSIONERS

ATTEST

County Clerk

Don Russell, Chair

Jim Doherty, Commissioner

APPROVED AS TO FORM

County Counsel

Melissa Lindsay, Commissioner

CONTRACT FOR MATERIALS AND SUPPLIES - Lubricants

THIS AGREEMENT, made as of the 14 Day of February, 2018 by and between Morrow County, a political subdivision of the State of Oregon, (County) and Hattenhauer Energy Co., LLC (Contractor);

WITNESSETH:

That whereas, County requires certain lubricants necessary to operate its equipment used in the business of the County and the Road Department; and

Whereas, Contractor is in the business of selling such lubricant products and can supply the same in sufficient kind and quantity to serve County's needs; and

Whereas, Contractor submitted the lowest bid offered in response to County's advertised request for bids, which bid of Contractor was accepted;

NOW THEREFORE, the parties are agreed as follows:

1. Contract period shall be for a period of three (3) years, beginning February 14, 2018 and ending February 14, 2021.
2. SPECIFICATON OF MATERIALS.
 - A. Contractor shall provide the following lubricants in the specified estimated amount:

LUBRICANTS	UNITS	UNIT PRICE	TOTAL QUAN.	TOTAL AMOUNT
30 wt Drive train oil Cat.	Barrel	\$437.25	8 Barrels	3,498.
10 wt. Drive train oil cat. Hydro	Barrel	\$426.25	8 Barrels	3,410.00
80W90 Gear Oil API service GL-5 Mil-L-2015C	Barrel	502.70	1 Barrel	502.70
Multi-Purpose EP#2 Grease Mil-G-18709 A	Multi-Plex Red #2 40/14 oz.	95.00	10 Cases	950.00
Chevron Industrial Ultra-Duty EP Grease NLG12	Milti-Plex Red #2	115.00	10 Cases	1,150.00
Tractor Hydraulic Fluid John Deere 303-J14 B, Case TCH-JIT 145 or equivalent	Barrel	399.85	10 Barrels	3,998.50

15/40 Motor Oil API CD/CE/SESG	Barrel	431.75	15 Barrels	6,476.25
#2 Bulk Grease, Drum min. 27 ¼ tall in order to accommodate our air grease units	120 lbs Barrel	324.00	4 Barrels	1,296.00
BID TOTAL				\$21,281.45

- B. Contractor shall deliver the above-described lubricants as necessary to prevent County from running out of stock.
- C. Contractor shall supply all labor, supplies, materials and supervision necessary to complete Contractor's performance of this agreement.

3. PAYMENT

Payment for each delivery of lubricants shall be made in full within twenty-one (21) days of delivery and submission of an itemized invoice by Contractor, to County. The itemized invoice shall include number of units, price per unit and the date of delivery.

- 4. In the event that the County declares that it is unable to perform its obligations by reason of inability to obtain funds through the budgetary process, then Contractor shall be notified in writing that this agreement is terminated, all delivery will cease.

CONTRACTOR
HATTENHAUER ENERGY CO. LLC



Date: 2-8-18

COUNTY
MORROW COUNTY BOARD OF COMMISSIONERS

ATTEST

County Clerk

Don Russell, Chair

Jim Doherty, Commissioner

APPROVED AS TO FORM

Melissa Lindsay, Commissioner

County Counsel

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

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

Morrow County Road department had applied for a grant with the FLAP Federal lands Access Program in November of 2016 for paving 0.5 miles of the East of Morphine road between Highway 207 and the OHV park. Repair and re-gravel the 10.35 miles f East Morphine road between the OHV park and Tupper Road. This agreement is to meet its match requirement of in kind labor and equipment to complete the project. The entire project cost which is asphalt for the 0.5 miles and the aggregate for the 10.35 miles comes to \$710,458. which Morrow County's in kind match will be \$72,964.00 and the FLAP program will pay the \$637,494.00 which this will provide funding for the asphalt, agregate and some culvert repair.

2. FISCAL IMPACT:

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

Morrow County Public Works - Road department accepts this agreement and would appreciate the Board of Commissioners to accept and sign.

Attach additional background documentation as needed.

State: Oregon

Project Number/Name: OR MORROW 847(1) / Road 847 Surface Improvements

Parties to this Agreement:

U.S. Department of Transportation
Federal Highway Administration
Western Federal Lands Highway Division, FHWA

and

MORROW COUNTY

Purpose of Agreement:

The purpose of this agreement is to document the intent of MORROW COUNTY to meet its match requirement for the subject project as authorized under 23 USC 201(b)(7)(B).

With this agreement, Western Federal Lands Highway Division, FHWA authorizes this project as eligible for federal participation. The purpose of this project is to pave 0.5 miles of East of Morphine Road between Highway 207 and OHV Park. Repair and regravels the 10.35 miles of East Morphine Road between OHV Park and Tupper Road. This agreement does not commit the parties to complete the project, but, rather sets forth the respective responsibilities as the project proceeds. Any subsequent decisions to complete final design and to construct the project will depend on authorizing legislation, NEPA analysis, availability of appropriations, and matching funds at the time of obligation.

The authority for FHWA to enter into this agreement is under Title 23 U.S.C. Section 204.

Funding:

The Federal Lands Access Program (FLAP) under Fixing America's Surface Transportation Act (FAST Act) authorizes FHWA to provide funding for specific projects. The Program Decision Committee (PDC), consisting of FHWA, the State of Oregon, and an organization representing the local agencies of the state, is designated to jointly decide upon projects funded in the state. The PDC has selected this project for programming under the Oregon State Federal Lands Access Program.

All FLAP expenditures associated with this project after execution of this match agreement will need to be matched by a Non-Federal source, by other Federal funds other than those made available under Titles 23 and 49 of the United States Code, or by funds made available under 23 U.S.C. 202 and 203. The matching requirement under the FAST Act will be met by MORROW COUNTY and other agencies that have committed to the project in subsequent agreements. The forms of match *shall* be those consistent with the 'Federal-Aid Guidance Non-Federal Matching Requirements' *and as approved by FHWA*. In the state of Oregon, the match rate is 10.27% of the total project cost.

This project is authorized to use a Tapered Match. Under this approach, the non-Federal match is imposed over the entire project rather than individual progress payments. The terms and form of the Match will be documented in the project Memorandum of Agreement (MOA) in coordination with MORROW COUNTY AND US FOREST SERVICE to be executed at a later date. The final Match will be determined based on actual expenditures at the conclusion of project work. Matching cash funds in FHWA receipt may need to be supplemented, or returned, once actual expenditures are determined.

**Federal Lands Access Program
Match Agreement**

Federal Lands Access Program funds are administered by FHWA and are subject to annual appropriations from Congress. This document does not commit FHWA to advance the project or provide funds for the project, but provides the required matching funds if FHWA expends funds to advance the project.

The following agencies have agreed to contribute the amounts shown which will reduce the federal share by the same amount.

Agency Contributions:

Agency	Percentage of Match	Total Match as a Percentage (%)
MORROW COUNTY	100%	10.27%
		<hr/> 10.27%

MORROW COUNTY is ONLY responsible for their respective match as shown above. The required local match listed in the FLAP application was \$72,964. The value of the match will be confirmed during the development of the Project Memorandum of Agreement.

Modification:

This agreement is expected to be replaced and superseded by the execution of a project Memorandum of Agreement.

This Agreement shall be effective as of the date of the last signature:

**U.S. Department of Transportation
Federal Highway Administration
Western Federal Lands Highway Division, FHWA**

Approved By:

Dan Donovan, Chief of Business Operations

Date

MORROW COUNTY

Approved By:

Don Russell, Commissioner, Chair

Date

Sandra Pointer

From: Richard Tovey
Sent: Tuesday, February 06, 2018 9:06 AM
To: Sandra Pointer; Justin Nelson
Cc: Matt Scrivner; Eric Imes
Subject: RE: FLAP Federal Lands Project

Sandi-

I reviewed FLAP document and have no issues with the form or content of the agreement other than Don Russell needs to be substituted for Melissa Lindsay on the signature line.

Thanks-

Rich

Richard S. Tovey
Deputy District Attorney/ County Counsel Morrow County District Attorney's Office P.O. Box 664 Heppner, OR 97836
(541) 676-5626

AGENDA ITEM COVER SHEET

Morrow County Board of Commissioners

(Page 2 of 2)

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

General Maintenance is requesting to purchase a dump trailer. In the past we have had to wait for the availability of a dump truck through road department to haul any large amounts of material or debris. The trucks are very seldom available which causes General Maintenance to have projects delayed. With a larger crew now there is not always small projects to do while waiting. Your approval of this purchase would be greatly appreciated and aide in keeping the General Maintenance crew at work.

2. FISCAL IMPACT:

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

Requesting approval of pre-authorization to purchase dump trailer.

Attach additional background documentation as needed.

Sales Invoice



Bend & Woodburn, Oregon

TRAILER WORLD-WOODBURN
 1241 EVERGREEN ROAD
 WOODBURN, OR 97071
 503/981-8777 Fax: 503/981-8778

Invoice # X 58576

Sold to: Tony Clement / Clement

Sold to: (58576) (2) (W)
 Tony Clement

Ship to:
 Tony Clement

Phone (541)989-9500

Order Date: 02/05/18

PO #:

Sls: Jim Robison

Invoice Date: 02/05/18

Terms: 0 Days Net

Ordered	Shipped	Description	Amount
1	1	(To Be Ordered) BIG TEX Model 14LX 14BK7SIRPD Yr GVWR: 0 Serial # Vin	6,999.00
			Size: 6' 11" x 14' 0"

Plus Non-Taxable Items:

PREP TRAILER FOR DELIVERY	N	-Incl-
Total Non-Taxable items		0.00

Total Net Selling Price	6,999.00
Sales Tax	0.00
Filing Fee	0.00
Title Fee	0.00
Documentation Fee	0.00
Inspection Fee	0.00
Reg Fee	0.00

Total Sale 6,999.00

Trade Details:

(-) Trade-In Equity	0.00
(-) Deposit Received	0.00

Total Amount Due 6,999.00

There are no trades

Signature:

X

Signature:

X

Tony Clement

Date

For: TRAILER WORLD-WOODBURN

Date

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

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

The Planning Department seeks to purchase a vehicle to replace the Dodge Durango, which was totaled in an accident on November 3, 2017. Purchase of a new vehicle is requested to be paid from the Building Permit Fund - Capital Outlay, budget line 237-115-5-40-440X. We sought bids from six local dealerships, which yielded bids from three: Ford, Toyota and Jeep dealers in Hermiston. The comparable vehicles -- mid-size SUVs, seating at least five, 4-wheel drive or all-wheel drive (ability to go off-road for site visits,) with fog lights -- are as follows, with other factors we used to compare them:

2018 Ford Escape:

\$25,247.00 22/28 mpg 19/20 safety rating maintenance & repairs \$5,598 (5 years)

2018 Toyota RAV-4:

\$24,903 22/28 mpg 18/20 safety rate maintenance & repairs \$5,281 (5 years)

2018 Jeep Cherokee Latitude 4x4:

\$22,132 20/27 mpg 17/20 safety maintenance & repairs \$4,322 (5 years)

The insurance compensation of \$6,299.00, booked as revenue, could be an offset to the purchase price, but would not change the need to allocate the full purchase price within the budget process.

2. FISCAL IMPACT:

This action will require a budget resolution to amend the Building Permit Fund to allow for this expenditure. The Planning Department had originally included a new vehicle out of this fund in the requested budget for this fiscal year, but it was removed by then Administrator Jerry Sorte. He indicated other funds would be available. Planning staff still believe this is the best source of funds for a Planning Department vehicle.

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

Carla McLane, Planning Director, recommends purchase of the 2018 Jeep Cherokee Latitude 4x4, from Hermiston CDJR. Not only is this the lowest bid, further investigation suggests the Jeep will also have the lowest costs for maintenance and repairs. The suggested motion would be:

"I move to authorize the purchase of a 2018 Jeep Cherokee Latitude for a purchase price of \$22,132 using Building Permit Funds."

Attach additional background documentation as needed.



Purchase Pre-Authorization Request

Purchase pre-authorization is required prior to all purchases in excess of \$5,000.

DATE: May 5, 1994

RE: Purchasing Policy

It shall be the policy of Morrow County to require the Finance Director to sign-off on all major purchases. Examples of major purchases may include trips and conferences, lease agreements, or equipment and should include all capital outlay purchases.

Normal operating supplies such as paper, even in large quantities, would not require a sign off. This is particularly important for purchases not anticipated at the time of budget, such as a piece of equipment that breaks down.

The purchasing sign-off should take place before the request comes to the County Court for pre- approval. This allows the County Court to be aware of the expenditure before the obligation is incurred and to be assured that there are adequate funds to cover the request.

Staff Contact: Carla McLane Phone Number (Ext): 5505

Department: Planning Date: 02082018

Purchase Amount: \$ 22,132 Budget Line: 237-115-5-40-440X

Is the purchase a "public improvement?" No Yes, Address ORS 279C

Does the purchase amount exceed \$10,000? No Yes, See Page 2

Description:

The Planning Department seeks to purchase a vehicle to replace the totaled Dodge Durango. Purchase is requested to be paid from the Building Permit Fund - Capital Outlay, budget line 237-115-5-40-440X. Planning staff had originally requested a new vehicle from the Building Permit Fund, which was removed by then Administrator Jerry Sorte, with considerations for other funding sources. Planning staff still believe this is the best funding source, however a Resolution will be needed to amend this Fund's approved budget.

[Signature]
Finance Director signature

[Signature]
Department signature

Board of Commissioners

Date

Original or copies of signed contract should be sent to the following:

Finance Department (Signed Original) Department (Copy for file)

BOC Office (Copy for file)

**Purchase Pre-Authorization Request - Addendum for Intermediate Procurements
Purchases in Excess of \$10,000 but less than \$150,000**

Note: The County may not artificially divide or fragment a procurement so as to constitute an intermediate procurement under this section. Purchases in excess of \$150,000 require a formally solicited Request for Proposals.

Requirements of ORS 279B.070:

(3) When conducting an intermediate procurement, a contracting agency shall seek at least three informally solicited competitive price quotes or competitive proposals from prospective contractors. The contracting agency shall keep a written record of the sources of the quotes or proposals received. If three quotes or proposals are not reasonably available, fewer will suffice, but the contracting agency shall make a written record of the effort the contracting agency makes to obtain the quotes or proposals. [ORS 279B.070(3)]

Quote/Proposal 1:

2018 Ford Escape SE 4WD, \$25,247
Jack Monagle, Tom Denchel Ford Country, Hermiston

Quote/Proposal 2:

2018 Toyota RAV-4 AWD, \$24,903
Mike Frink, Rogers Toyota of Hermiston

Quote/Proposal 3:

2018 Jeep Cherokee Latitude 4x4, \$22,132
Jack Monagle, Hermiston CDJR

*Attach documentation as needed

(4) If a contracting agency awards a contract, the contracting agency shall award the contract to the offeror whose quote or proposal will best serve the interests of the contracting agency, taking into account price as well as considerations including, but not limited to, experience, expertise, product functionality, suitability for a particular purpose and contractor responsibility under ORS 279B.110. [ORS 279B.070(3)]

Staff Recommendation:

Carla McLane, Planning Director, recommends purchase of the 2018 Jeep Cherokee Latitude 4x4, from Hermiston CDJR. Not only is this the lowest bid, further investigation suggests the Jeep will also have the lowest costs for maintenance and repairs.

HERMISTON CHRYSLER DODGE JEEP RAM
 81143 US HWY 395
 HERMISTON, OR 978386228

Configuration Preview

Date Printed: 2018-01-24 4:44 PM VIN: Quantity: 1
 Estimated Ship Date: VIN: Status: BA - Pending order
 FAN 1: 0057U Morrow County Sheriff's Depart
 FAN 2:
 Client Code:
 Bid Number: TB8086
 PO Number:

Sold to: HERMISTON CHRYSLER DODGE JEEP RAM (45650)
 81143 US HWY 395
 HERMISTON, OR 978386228

Ship to: HERMISTON CHRYSLER DODGE JEEP RAM (45650)
 81143 US HWY 395
 HERMISTON, OR 978386228

Vehicle:

Jeep 2018 CHEROKEE LATITUDE 4X4 (KLJM74)

	Sales Code	Description	MSRP(USD)
Model:	KLJM74	CHEROKEE LATITUDE 4X4	25,895
Package:	21J	Customer Preferred Package 21J	0
	ED8	2.4L I4 Zero Evap M-Air Engine	0
	DFH	9-Spd 948TE FWD/AWD Auto Trans (Make	0
Paint/Seat/Trim:	PW7	Bright White Clear Coat	0
	APA	Monotone Paint	0
	*A7	Cloth Low-Back Bucket Seats	0
	-X9	Black	0
Options:	4DH	Prepaid Holdback	0
	4ES	Delivery Allowance Credit	0
	MAF	Fleet Purchase Incentive	0
	5N6	Easy Order	0
	4FM	Fleet Option Editor	0
	4FT	Fleet Sales Order	0
	170	Zone 70-Phoenix Arizona	0
	4EA	Sold Vehicle	0
Non Equipment:	4FA	Special Bid-Ineligible For Incentive	0
Bid Number:	TB8086	Government Incentives	0
Discounts:	NAE	California Emissions	0
	YGS	3 Additional Gallons of Gas	0
Destination Fees:			1,095
Total Price:			26,990

Order Type: Fleet PSP Month/Week:
 Scheduling Priority: 1-Sold Order Build Priority: 99
 Customer Name:
 Customer Address:

Instructions: USA

ORDER PRICE 21900
 oregon .5% ST 110
 Title 93
 & Plate Reg 5
 new plates 24

 \$ 22132⁰⁰

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.

vehicle #1



January 18, 2018

To: Morrow County Planning Department
From: Rogers Toyota of Hermiston
Subject: NEW All-Wheel or 4-Wheel Drive Vehicle

Bid Vehicle: 2018 Toyota RAV-4 All-Wheel Drive
Equipped with All-Wheel Drive Lock Mode: Refer to page 4 of bid.
Vehicle Specs: Our vehicles meets or exceeds ALL required vehicle specifications.

Delivery Time: 2-5 Days after acceptance of bid. Bid good through February 5th, 2018.

Bid Price: \$24,902.67
Price includes all factory incentives if any.

License and
Registration: E-Plate Registration, Title and Doc Fees Additional
\$ 93.00 Title
\$ 34.00 Plate/Registration
\$127.00
\$ 75.00 Doc Fee
202.00 Total

If you need any further information or have any questions, please feel free to give me a call.

A handwritten signature in black ink that reads "Mike Frink". The signature is written in a cursive style and is positioned above a horizontal line.

Mike Frink
Outside Sales & Fleet Manager
Rogers Toyota of Hermiston
541-567-6461

Sales • Service • Parts

1550 N. 1st Street Hermiston, OR 97838 1-541-567-6461 toyotaofhermiston.com



Disclaimer: This window sticker is only representative of the information contained on an actual window sticker, and may or may not match the actual window sticker on the vehicle itself. Please see your retailer for further information.

Vehicle Description

ESCAPE 2018 SE 4WD
 1.5L ECOBOOST ENGINE
 6-SPD AUTO TRANS W/SLCTSHFT

VIN 1FMCU9GD1JU A31746

Exterior
 MAGNETIC METALLIC
Interior
 CHARCOAL BLACK INTERIORCLOTH
 BUCKET SEATS

Standard Equipment INCLUDED AT NO EXTRA CHARGE

EXTERIOR

- . DOOR HANDLES - BODY COLOR
- . EASY FUEL CAPLESS FILLER
- . HEADLAMP COURTESY DELAY
- . MIRRORS - POWER GLASS
- . REAR INT WIPER/WASH/DFRST
- . TAILLAMPS-LED

INTERIOR

- . 4-WAY FRT HEAD RESTRAINTS
- . CARPETED FLOOR MATS
- . DUAL ZONE AUTO CLIMA CTRL DRV & 4-WAY MANUAL PASS
- . ILLUMINATED ENTRY SYSTEM
- . STEERING:TILT/TELESCOPE,

FUNCTIONAL

- . AUTO START STOP TECH
- . CURVE CONTROL
- . MYKEY®
- . REAR VIEW CAMERA
- . SECURICODE KEYLESS KEYPAD

SAFETY/SECURITY

- . AIRBAG - DRIVER KNEE
- . AIRBAGS - FRONT SEAT
- . AIRBAGS - SAFETY CANOPY
- . LATCH CHILD SAFETY SYSTEM
- . SOS POST CRASH ALERT SYS

WARRANTY

- . 5YR/60,000 POWERTRAIN

- . ACTIVE GRILLE SHUTTERS
- . DUAL EXHAUST CHROME TIPS
- . FOG LAMPS
- . HEADLAMPS - AUTOMATIC
- . PRIVACY GLASS - REAR DOORS
- . ROOF RACK SIDE RAILS
- . 1-TOUCH DOWN DRIVER WINDOW
- . 60/40 SPLIT FOLD REAR SEAT
- . DUAL ILLUM VIS VANITY MIRR
- . HTD FRT SEATS - 10-WAY PWR
- . ICE BLUE LIGHTING
- . POWERPOINTS - 12V
- . CRUISE & AUDIO CONTROLS
- . AM/FM SINGLE CD/MP3/6SPKR
- . BRAKES, 4-WHEEL DISC/ABS
- . ELECTRIC PARKING BRAKE
- . POWER STEERING W/EPAS
- . REMOTE KEYLESS ENTRY
- . SIRIUSXM® - SVC N/A AK&HI
- . ADVANCETRAC WITH RSC
- . AIRBAGS - DUAL STAGE FRONT MOUNTED SIDE IMPACT
- . FRT-PASS SENSING SYSTEM
- . PERIMETER ALARM
- . TIRE PRESSURE MONIT SYS
- . 3YR/36,000 BUMPER / BUMPER
- . 5YR/60,000 ROADSIDE ASSIST

Price Information
STANDARD VEHICLE
PRICE

MSRP
\$26,955

Included on this Vehicle
 EQUIPMENT GROUP 200A

Optional Equipment

- 2018 MODEL YEAR
- MAGNETIC METALLIC
- CHARCOAL BLACK CLOTH SEATS
- .17" SPARKLE SILVER PTD ALUM WH
- .1.5L ECOBOOST ENGINE
- .6-SPD AUTO TRANS W/SLCTSHFT
- 235/55R17 LRR A/S BSW TIRES
- FRONT LICENSE PLATE BRACKET
- SE SYNC 3 PACKAGE
- .SMART CHARGING USB PORTS(2)
- .SYNC 3 W/8" TOUCHSCREEN

895

TOTAL VEHICLE & OPTIONS
 DESTINATION & DELIVERY

27,850
 995

TOTAL MSRP

\$28,845

Disclaimer: Option pricing will be blank for any item that is priced as 0 or "No Charge".

Vehicle Engine Information

Actual mileage will vary with options, driving conditions, driving habits and vehicle's condition. Results reported to EPA indicate that the majority of vehicles with these estimates will achieve between _ and _ mpg in the city and between _ and _ mpg on the highway. For Comparison Shopping all vehicles classified as have been issued mileage ratings from _ to _ mpg city and _ to _ mpg highway.



CITY MPG
22
HIGHWAY MPG
28

Estimated Annual Fuel Cost: \$



Ford Extended Service Plan is the ONLY service contract backed by Ford and honored by the Ford and Lincoln dealers. Ask your dealer for prices and additional details or see our website at www.Ford-ESP.com.

27500
 - 2500 rebates

 \$ 25000 +
 9300 title
 500 E Plate reg
 2400 New plates
 12500 Oregon - 5% Sales TAX

 \$ 25247.00

H5991T

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

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

Planning staff have been working to fill a Boardman Planning Commission position since the resignation of Kathy Neal. At the January 10, 2018, Board of Commissioner's meeting two candidates were identified and discussed, with the Board asking for some additional information and possibly a more clear recommendation.

Planning Director Carla McLane discussed the vacancy with Planning Commission Chair Jeff Wenholz who indicated he did not know either candidate and suggested requesting more detailed letters of interest. This was accomplished on January 26, 2018, by requesting via email that both interested parties submit a more detailed letter of interest before close of business on February 9, 2018.

As of 5:00 p.m. on Friday, February 9, 2018, only Michelle Seeley has submitted a more detailed letter of interest which is attached. Based on her continued interest...

2. FISCAL IMPACT:

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

...I would recommend appointing Michelle Seeley to the Boardman Planning Commission position previously held by Kathy Neal. If not part of the Consent Calendar the proposed motion would be:

"I move to appoint Michelle Seeley to Planning Commission Position 9 Boardman with a term effective immediately through December 31, 2021"

Attach additional background documentation as needed.

Morrow County Planning Commission
Carla McLane
P.O. Box 40 / 205 Third Street NE
Irrigon, OR 97844
(541) 922-4624

February 08, 2018

Carla McLane,

I would like to express my interest in serving on the Morrow County Planning Commission. Having lived in Boardman since 1994, I have witnessed the exceptional growth of our community over the past two decades. I have a vested interest in its continued growth toward attracting new businesses and welcoming new citizens as we incorporate the obligations to current businesses and individuals in our communities.

With my knowledge and skill set obtained through current employment at the City of Boardman working closely with the Building and Community Development departments, and my active position as Recorder for the City of Boardman's planning commission, I have a general knowledge of local regulations and statutes required for the completion of building and construction projects as well as zoning guidelines. Coupled with my previous work experience at Mid-Columbia Title Company as a title examiner assistant, I am familiar with Morrow County's geography and demographics.

My personal history as a citizen of the county and my active community volunteering rolls exemplify my dedication and responsibility to the people of Morrow County. In my personal desire to participate and live in a thriving community, and my work experience, community involvement and personal ethics, I believe I am the ideal candidate to represent the people of our communities as a member of the Morrow County Planning Commission.

Thank you for your consideration and I look forward to hearing from you.



Michelle Seeley

Michelle@cityofboardman.com

(541) 705-5038

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

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

There are currently 2 open positions on the Morrow County Fair Board. We had one member take a job in a different county. We received a letter of interest from Buck Elliott from Boardman OR. With Kym Erevia leaving the board we would like to see Mr. Elliott appointed.

2. FISCAL IMPACT:

n/a

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

The Fair Board asks that you appoint Buck Elliott to the Morrow County Fair Board beginning February 14, 2018 and ending December 31, 2021

Attach additional background documentation as needed.



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

Item #
4K

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

Staff Contact: Sandi Pointer
Department: Public Works - Road Committee
Short Title of Agenda Item:

Phone Number (Ext): 541-989-9500
Requested Agenda Date: 02.14.2018

Road Committee member and alternate appointments - Confirmed

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

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

N/A

Purchase Pre-Authorizations, Contracts & Agreements

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

Reviewed By:

Department Head Required for all BOC meetings
Admin. Officer/BOC Office Required for all BOC meetings
County Counsel *Required for all legal documents
Finance Office *Required for all contracts; other items as appropriate.
Human Resources *If appropriate

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

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

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

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

At the BOC meeting of February 7, 2018, recommendations were made for Road Committee members and alternates. Public Works staff were directed to revise the list and return for approval.

2. FISCAL IMPACT:

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

Move to approve Donna Rietmann, Karen Pettigrew, Frank Osmin and Aaron Palmquist as representatives for the Road Committee; terms to be February 14, 2018-February 14, 2021

Move to approve the following as Alternates to the Road Committee: Gerry Arnson, Kyle Robinson, Joe Rietmann, Kim Cutsforth and Bob Nairns; terms to be February 14, 2018-February 14, 2021

Attach additional background documentation as needed.

- Road Committee Members -

Representing	Representative	Alternate	Term	Appointment	End Term
Boardman	Kevin Kennedy		3 YEARS	1/1/2016	January 1, 2019
		VACANT	3 Years		
Irrigon	Gregory Barron		3 YEARS	1/1/2017	January 1, 2020
		VACANT	3 Years		
Hepner	Cam Sweeney		3 YEARS	8/1/2017	August 1, 2020
		Gerry Arnson	3 Years	2/14/2018	February 14, 2021
Lexington	Brian Thompson		3 YEARS	7/1/2017	July 1, 2020
		Kyle Robinson	3 YEARS	2/14/2018	February 14, 2021
lone	Donna Rietmann		3 YEARS	2/14/2018	February 14, 2021
		Joe Rietmann	3 YEARS	2/14/2018	February 14, 2021
South County	Frank Osmin		3 YEARS	2/14/2018	February 14, 2021
		Kim Cutsforth	3 YEARS	2/14/2018	February 14, 2021
North County	Karen Pettigrew		3 YEARS	2/14/2018	February 14, 2021
		VACANT	3 YEARS		
South Co. At Large	Joe McElligott		3 YEARS	8/1/2017	August 1, 2020
		Bob Nairns	3 YEARS	2/14/2018	February 14, 2021
North Co. At Large	Aaron Palmquist		3 YEARS	2/14/2018	February 14, 2021
		VACANT	3 YEARS		

VACANT



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

(For BOC Use)
 Item #
 6a

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

Staff Contact: Carla McLane
 Department: Planning
 Short Title of Agenda Item: **Planning Update**

Phone Number (Ext): 541-922-4624 or 5505
 Requested Agenda Date: February 14, 2018

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

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

N/A Purchase Pre-Authorizations, Contracts & Agreements

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

Reviewed By:

Carla McLane _____	02122018	Department Head	Required for all BOC meetings
_____	2/12/18	Admin. Officer/BOC Office	Required for all BOC meetings
_____	_____	County Counsel	*Required for all legal documents
_____	_____	Finance Office	*Required for all contracts; other items as appropriate.
_____	_____	Human Resources	*If appropriate

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

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

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

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

The following represent the topics for Wednesday's Planning Update (see attached memo and additional documentation):

- A. Affidavit for the Partial Abandonment of a Ground Water Certificate of Registration.
- B. FEMA Region 10 Newsletter.
- C. ACOE Mid-Columbia River Regional Master Plan and Integrated Environmental Assessment.
- D. BLM Great Basin Wide PEIS.
- E. County Wide BLI and HA RFP and IGA.

2. FISCAL IMPACT:

The BLI and HA will have a fiscal impact which has been budgeted for in the Building Permit Fund. Should the BOC pursue work on the ACOE Mid-Columbia River Regional Master Plan and Integrated Environmental Assessment including becoming a Cooperating Agency there will be a cost in staff time.

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

The only item that requires action today is the WEID request to abandon certain water rights. Should a motion be desired the following would be appropriate:

"I move to approve the Affidavit for the Partial Abandonment of a Ground Water Certificate of Registration and authorize Chair Russell to sign on behalf of Morrow County."

Attach additional background documentation as needed.



PLANNING DEPARTMENT

P. O. Box 40 • Irrigon, Oregon 97844
(541) 922-4624 or (541) 676-9061 x 5503
FAX: (541) 922-3472

MEMORANDUM

To: Morrow County Board of Commissioners
From: Carla McLane, Planning Director
Date: February 12, 2018
RE: Planning Update

A. Affidavit for the Partial Abandonment of a Ground Water Certificate of Registration: The WEID is requesting that the BOC sign the necessary 'affidavit' to remove certain older ground water rights from portions of county road. The WEID is working with the adjacent landowner to obtain district rights. In order to proceed all ground water rights must be relinquished. At the time those rights were established both Gravel Pit Lane and a portion of future Seventh Road were not in place, and West Eighth Road had a narrower dedicated width. Coordination with Public Works has identified no concerns. As of this writing still waiting for input from County Counsel. (Action Required)

B. FEMA Region 10 Newsletter: Enclosed is the STARR monthly newsletter. I point your attention to the main article that starts on the front page concerning climate adaptation and hazard mitigation plans. Morrow County has invested in hazard mitigation planning and has a plan in place along with a steering committee. Current work is focused on the Community Wildfire Protection Plan and includes an upcoming tabletop exercise on May 10 with our partner agencies Oregon Department of Forestry and the US Forest Service. (Informational)

C. ACOE Mid-Columbia River Regional Master Plan and Integrated Environmental Assessment: The ACOE is launching a regional project to cover lands from Bonneville Dam east through the John Day pool. Tuesday evening will be the last scoping meeting held, working to gather information to best inform the planning process. Planning staff have or will have before Wednesday's BOC meeting attended an open house allowing for a more informed discussion on Wednesday. Planning staff do recommend submitting a letter of comment at this initial stage, but as of today do not have a full understanding of what should be included. Written comments can be submitted through February 28. It would be the intent of the Planning Department to have a draft letter for the BOC consideration at either the February 21 or 28 meeting. There is also a 'charrette' scheduled for this Wednesday, February 14, at the Bonneville complex that at least one, if not both, Planning Department planners will attend. (Informational; Pending Action)

D. BLM Great Basin Wide PEIS: After further investigation and discussion with Darrell Green, Planning staff recommend that we watch this project, but do not seek cooperator status at this time. The amount and type of BLM lands in Morrow County do not meet the qualifications for inclusion in the proposed PEIS or projects related to fuel breaks or fuels reduction. Additionally this project in being done in support of Sage-Grouse habitat which is not found in Morrow County. (Informational)

E. County Wide BLI and HA RFP and IGA: How's that for alphabet soup!! Attached are current documents which have been provided to County Counsel for review. Should that come back positive and you give the green light we should be ready to let the RFP and coordinate signature of the IGA. (Informational; Pending Action)

**Affidavit for the Partial Abandonment of a
Ground Water Certificate of Registration**

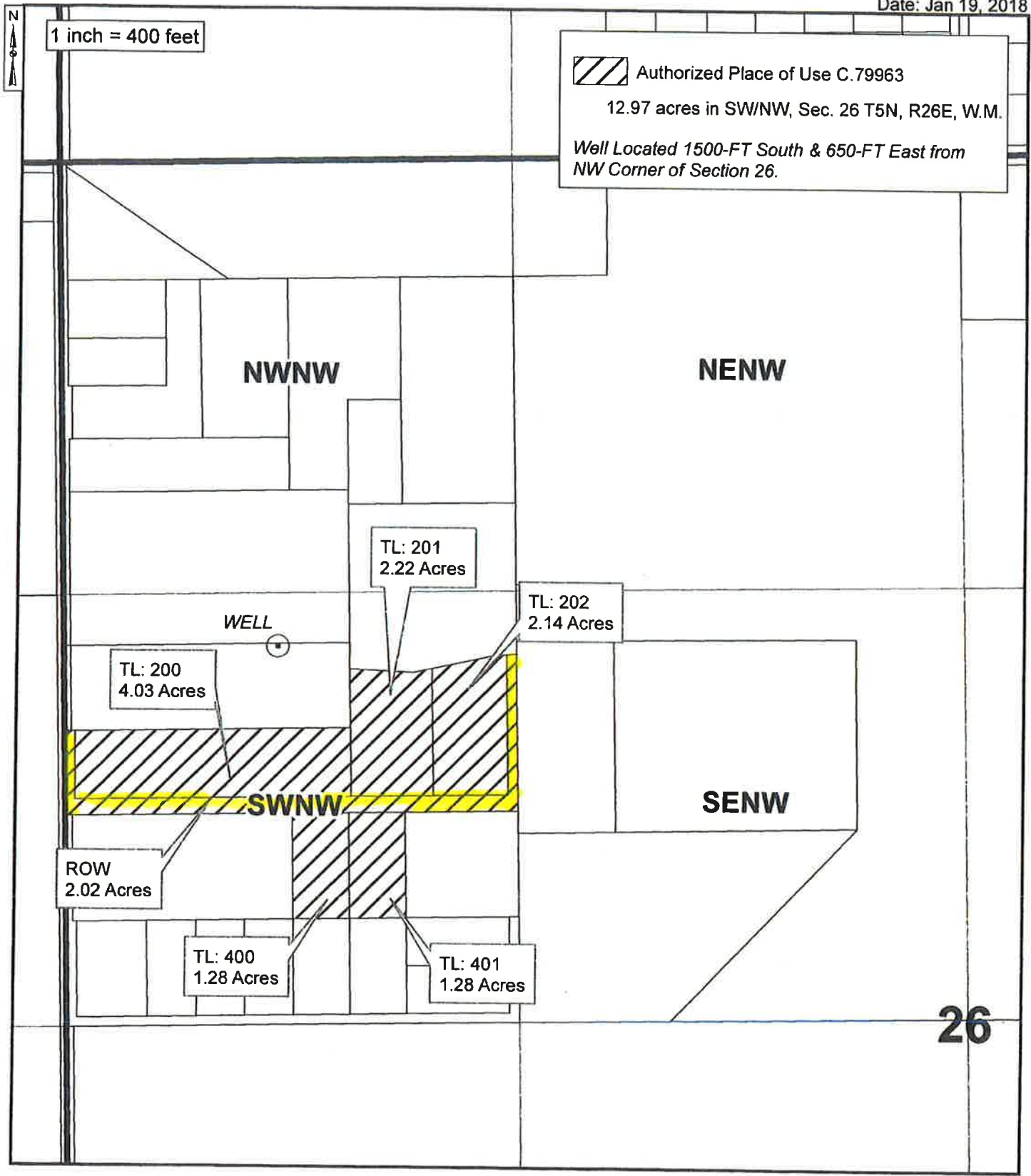
Morrow County

Right of Way Legal Description

Gravel Pit Lane and Rights of Way as recorded on Partition Plat 2006-11.

WATER RIGHT PARTIAL CANCELLATION
TOWNSHIP 5 NORTH, RANGE 26 EAST, WILLAMETTE MERIDIAN
Morrow County

Date: Jan 19, 2018





February 2018
Volume 8, Issue 2

Inside this Issue

- 1 Climate Adaptation and Hazard Mitigation Plans
- 2 NFIP Flood Insurance Workshop
- 2 Mitigation Planning Outreach Graphics
- 2 Featured Training
- 2 Job Announcements
- 3 Online Training Calendar

Strategic Alliance for Risk Reduction
FEMA Region 10 Service Center
20700 44th Avenue West, Suite 110
Lynnwood, Washington 98036
(425) 329-3699

News from Region 10

Missed Connections: Climate Adaptation and Hazard Mitigation Plans

Climate adaptation plans are the attractive and popular sibling to the outcast and introverted hazard mitigation plan. Remove the cause of anticipated climatic impacts and you are left with natural hazards. Flooding is the less-cool version of sea-level rise and droughts are the nerdier version of crop shortages and 'global warming'. While this may seem like a debate about semantics, further investigation reveals the connection between climate adaptation planning and natural hazard mitigation planning isn't being made. This failure to connect the dots is resulting in both duplications of effort and missed opportunities for collaboration.

Climate adaptation planning has become a buzzword for many cities. These cities develop climate adaptation plans in collaboration with their planning and public works departments, using internal funding streams to support sustainable development. The goals of these adaptation plans are to increase resilience and reduce the impacts of climate change while leveraging the city's capital improvement funds for infrastructure. Meanwhile, the same city's emergency manager is likely working with a state-funded contractor to develop or update the hazard mitigation plan, which has the goal of reducing the impacts associated with natural hazards. Funding for structural and infrastructure are typically proposed to be funded by 'federal grants'. These two plans have overlapping

goals, but due to the differences in their respective planning teams, one gets much more attention than the other. The siloed emergency manager has little visibility on the city's infrastructure and future development goals, while planning staff incorrectly view anything related to FEMA as emergency response related and thus they don't participate in the hazard mitigation planning process. They should though, the hazard mitigation plan is linked with federal funding streams and technical assistance upon its successful completion.

How do we remedy this conundrum? Moody's, one of the biggest credit rating agencies in the US, is inadvertently moving us in the right direction. In December, Moody's warned municipal governments to prepare for climate change or see your creditworthiness fall, resulting in higher interest rates. Bond analysts will soon begin evaluating local government's exposure to climate change impacts when determining their bond ratings. By assessing environmental, social, and government indicators, things like municipal investments in capital projects (which demonstrate future resilience) and risk-reduction goals (which demonstrate a focused investment strategy), bond analysts can gauge the likelihood of their bond repayment in the face of changing climatic systems.

By increasing local participation, engagement, and focus on the local hazard mitigation plan rather than

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RiskMAP
Increasing Resilience Together

Missed Connections (cont.)

developing a climate adaptation plan, cities can avoid duplication of efforts. They also can maintain, or possibly even improve, their bond rating while leveraging available state and federal assistance to increase their eligibility for federal grants. Linking bond ratings to hazards may just be the silver bullet mitigation planners have been dreaming of. Elected officials and city staff will finally start using the mitigation plan as a useful planning process, rather than as a requirement for federal funding. If we're lucky, perhaps that bond analyst will also pay attention to the Hazus run depicting major earthquake damage, a major hurdle for that consistent tax base to overcome. See, that outcast and introverted hazard mitigation plan was cool all along!

To read Moody's announcement, please click [here](#).

NFIP Flood Insurance Workshop

February 13, 2018
Jerome, Idaho

A free NFIP Flood Insurance workshop will be held at 300 North Lincoln Avenue, Room 306, Jerome, ID 83338. This one-day course will cover NFIP flood insurance principles and disconnects between NFIP regulations and insurance.

To RSVP, contact Maureen O'Shea, Idaho State NFIP Coordinator, at maureen.oshea@idwr.idaho.gov.

Ask the Help Desk

The FEMA Region 10 Service Center is here to help local community officials and stakeholders with technical, training, mitigation, and mapping questions. Send your questions to RegionXHelpDesk@starr-team.com.

Mitigation Planning Outreach Graphics

Mitigation is most effective when it is based on a comprehensive, long-term plan that is developed before a disaster occurs. The purpose of mitigation planning is to identify local policies and actions that can be implemented over the long term to reduce risk and future losses from hazards.

Region 10 recently developed new graphics for use in mitigation planning outreach and collaboration. [Click here](#) to download and begin using these graphics in your mitigation planning activities.

Featured Training

Tribal Mitigation Plan Review Guide
February 7, 12pm-1:30pm
February 21, 1pm-2:30pm

FEMA is releasing the Tribal Mitigation Plan Review Guide which will update and supersede the existing tribal multi-hazard mitigation planning guidance issued in 2010. The updated policy document will guide how agency officials (mitigation planners) interpret regulatory requirements in their review and approval of tribal mitigation plans. The Guide will become effective on December 5, 2018.

Please join the FEMA Region 10 Mitigation Planning Team and Regional Tribal Affairs for a webinar presentation on the new guide including the basic requirements for standard and enhanced mitigation plans, and updated plan review tool.

Registration is available online at <http://j.mp/starronlinetraining>.

Download the documents

[Tribal Mitigation Plan Review Guide](#)
[Tribal Mitigation Plan Review Tool](#)
[Fact Sheet](#)

Newsletter Ideas?

Want to spread the word about an upcoming event or recent success story? Let us know what you want to see in future issues!

Articles can be up to 500 words and may include pictures. Email RXNewsletter@starr-team.com.

Job Announcements

Risk Analyst (GIS)

Agency: FEMA
Location: Bothell, WA
Closing date: February 1, 2018

The FEMA Region 10 Risk Analysis Branch has two open positions for Risk Analysts to support the Risk MAP program. In this position, you will serve on a project team and support technical specialists with engineering and mapping studies necessary to determine the risk and probable extent of flood and the other natural hazards.

The detailed job announcement can be accessed [here](#) for the public, and [here](#) for current federal employees with status.

Risk MAP Program Manager

Agency: Idaho Office of Emergency Management (IOEM)
Location: Boise, ID
Closing date: January 26, 2018

Assigned to the GIS Section of the IOEM Preparedness and Protection Branch, the primary purpose of this position is to manage the federal Risk Mapping, Analysis, and Planning (Risk MAP) Program with natural hazards planning within Idaho.

The detailed job announcement can be accessed [here](#), under announcement number 18-08-N.

Continued on next page

RiskMAP
Increasing Resilience Together

PUBLIC NOTICE

MID-COLUMBIA RIVER REGIONAL MASTER PLAN AND INTEGRATED ENVIRONMENTAL ASSESSMENT

Skamania, Klickitat and Benton Counties, Washington

Multnomah, Hood River, Wasco, Sherman, Gilliam,
Morrow and Umatilla Counties, Oregon

CENWP-PM-E

Issue Date: January 30, 2018

Closing Date: March 2, 2018

Interested parties are hereby notified that the U.S. Army Corps of Engineers, Portland District (Corps) is seeking public comments and will conduct a series of open houses to assist in the development of the Mid-Columbia River Regional Master Plan for Corps-owned lands associated with Bonneville, The Dalles, John Day and Willow Creek. The Corps intends to integrate into the master plan an Environmental Assessment (EA), prepared in accordance with the National Environmental Policy Act (NEPA), the Council on Environmental Quality's NEPA regulations (40 C.F.R. parts 1500-1508), and the Corps' NEPA regulations (33 C.F.R. part 230).

The purpose of the Mid-Columbia River Regional Master Plan is to serve as the overall strategic land use management document guiding the Corps' comprehensive administration and development of recreational, natural, and cultural resources on project lands of the Corps' mid-Columbia River projects. The master plan would provide resource objectives and management and development concepts that facilitate the efficient and cost-effective management, development, and use of project lands for the next twenty years.

Master plans for the mid-Columbia River projects date back to the 1970s. A regional master plan is needed to integrate and update management and development planning for the mid-Columbia River projects in order to guide the responsible stewardship and sustainability of project resources for the benefit of present and future generations. The Mid-Columbia River Regional Master Plan is needed to ensure the management, development, and use of project lands are aligned with national objectives, regional needs, and resource capabilities and suitabilities; protect and sustain project natural and cultural resources; and provide public recreational opportunities that are consistent with authorized project purposes.

Public Scoping Comment Period and Open Houses: The Corps is seeking public comments and will conduct a series of open houses to help determine the issues to be addressed in the regional master plan and integrated EA. All interested parties including individuals; organizations; local, state, and federal agencies; and tribes are invited to participate in this process. The Corps will consider public comments received or post marked by the expiration date of this public notice to help in the development of the proposed action and possible alternatives in the master plan and integrated EA. The Corps will invite additional public comments after it completes the draft master plan and integrated EA.

Areas likely to be addressed in the master plan and integrated EA include land classifications, sustainable natural resource management, cultural resources, fish and wildlife, aquatic and terrestrial invasive

species management, threatened and endangered species, ecological settings, encroachments, and recreation use and facilities on Project lands within the master plan boundaries. Additional information is available online at: <http://www.nwp.usace.army.mil/plans/master-plan/>.

All interested parties are invited to attend any or all of the open houses. Each open house will provide general information about the Mid-Columbia River Regional Master Plan, and individual open houses will focus on specific areas, as noted below:

Open Houses:

Bonneville Focus Area

Date and Time: February 6, 2018 from 5 - 7 p.m.
Location: Bonneville Dam Auditorium
NE Bonneville Way at Bonneville Dam
(Exit 40 on I-84)

The Dalles Focus Area

Date and Time: February 7, 2018 from 5 - 7 p.m.
Location: The Dalles-Wasco County Library
722 Court Street
The Dalles, OR

John Day Focus Area

Date and Time: February 8, 2018 from 5 - 7 p.m.
Location: Port of Morrow Riverfront Center
2 Marine Drive NE
Boardman, OR

Willow Creek Focus Area

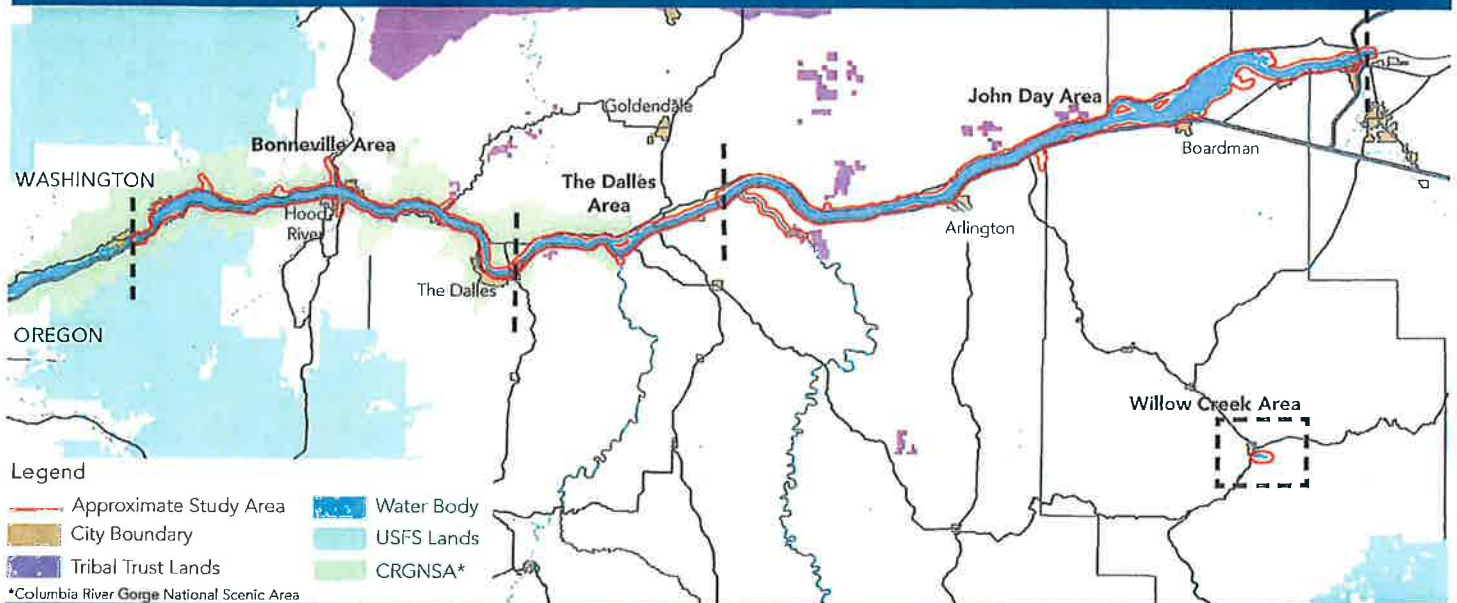
Date and Time: February 13, 2018 from 5 - 7 p.m.
Location: Heppner City Hall
111 N Main Street
Heppner, OR

All interested parties are invited to submit written comments to the U.S. Army Corps of Engineers, Portland District through February 26, 2018. Written comments may be submitted at any of the open houses. Written comments may also be sent via email to: mid-columbia-plan@usace.army.mil or sent via mail to:

U.S. Army Corps of Engineers
Attn: CENWP-PM-F/Gail Saldaña
P.O. Box 2946
Portland, OR 97208-2946

All comments received will become part of the administrative record and are subject to public release under the Freedom of Information Act, including any personally identifiable information such as name, phone numbers and addresses.

MID-COLUMBIA RIVER REGIONAL MASTER PLAN



Four Evening Public Open House Events 5:00-7:00 PM

February 6: Bonneville Focus Area

Bonneville Dam Auditorium

NE Bonneville Way at Bonneville Dam
(Exit 40 from I-84)

February 7: The Dalles Focus Area

The Dalles-Wasco County Library

722 Court St, The Dalles, OR

February 8: John Day Focus Area

Port of Morrow Riverfront Center

2 Marine Dr NE, Boardman, OR

February 13: Willow Creek Focus Area

Heppner City Hall

111 N Main St, Heppner, OR

The U.S. Army Corps of Engineers (Corps) Portland District is developing a Mid-Columbia River Regional Master Plan. The plan will address the Corps management of recreational, natural, and cultural resources at the Corps' Mid-Columbia River projects, which are Bonneville, The Dalles, John Day, and Willow Creek, and develop priorities for management of these resources for the next 20 years. The master plan will update land classifications for Corps-owned lands within the Mid-Columbia River Regional Master Plan boundaries.

We Need Your Input!

Please attend the upcoming open house of interest to you. Each open house will provide general information about the Regional Master Plan, and individual open houses will focus on specific areas, as noted.

We Look Forward to Hearing From You!



US Army Corps
of Engineers
Portland District

More information at: <http://www.nwp.usace.army.mil/plans/master-plan/>



US Army Corps
of Engineers
Portland District

Mid-Columbia River Regional Master Plan

Public Scoping Open Houses • February 6, 7, 8, and 13, 2018

Welcome!

Please review the project stations at your own pace. You're welcome to stop by any and all of the tables, ask questions, and comment. In addition to a general introduction to the project, there is information regarding Recreation and Natural Resources and Environmental Stewardship.

How to Provide Input:

1. Written input can be given to any project staff during the open house
2. Input can be submitted by email at mid-columbia-plan@usace.army.mil
3. or by mail:

Gail Saldaña, U.S. Army Corps of Engineers
Attn: CENWP-PM-F, PO Box 2946
Portland, OR 97208-2946



What Is A Master Plan?

A master plan is a guidance document that provides the vision for how resources will be managed in the future. Master plans are required for U.S. Army Corps of Engineers (Corps) civil works projects on fee-owned land, which are administered by the Corps for management of natural and man-made resources.

The Mid-Columbia River Regional Master Plan will be the strategic land use management document that guides the comprehensive management of recreational, natural, and cultural resources at the Corps' Mid-Columbia River projects, which are Bonneville, The Dalles, John Day, and Willow Creek, and develop priorities for management of these resources for the next 20 years. The Regional Master Plan will update land classifications for Corps-owned lands within the Mid-Columbia River Regional Master Plan boundaries.

The process encompasses interrelated tasks involving the analysis of environmental, recreational, and socioeconomic trends within a conceptual framework. This framework includes regional and ecosystem needs; project resource capabilities and suitability; expressed public interests that are compatible with project authorized purposes; and sustainability elements.

Why is a Master Plan Needed?

The current master plans for the Mid-Columbia River Projects are outdated. A Regional Master Plan is needed to integrate and update management planning for the Corps' Mid-Columbia River projects in order to guide the responsible stewardship and sustainable use of project resources for the benefit of present and future generations.

What Does This Plan Cover?

This master plan specifically addresses recreational, natural, and cultural resources managed by the Corps land. It DOES NOT address operations, eg. power production, fish passage, navigation, or the dam. Furthermore, it applies only to Corps-owned lands, outlined on the maps provided.

Goals of the Regional Master Plan:

1. Identify best management practices
2. Protect and manage natural and cultural resources
3. Identify outdoor recreation opportunities
4. Recognize particular qualities, characteristics, and potentials of the project
5. Provide consistency and compatibility with national objectives and regional goals and programs



For More Information or to Provide Additional Comment

website: <http://www.nwp.usace.army.mil/master-plan>

email: mid-columbia-plan@usace.army.mil

Mid-Columbia River Regional Master Plan Charrette

Wednesday, February 14, 2018

8:30am – 6:00pm

Auditorium Building

Bonneville Lock & Dam (Exit 40, Interstate 84), Bonneville, OR 97014

The U.S. Army Corps of Engineers – Portland District (Corps) is developing a Mid-Columbia River Regional Master Plan. The plan will address management of recreational, natural, and cultural resources at the Corps' Mid-Columbia River projects, which are Bonneville, The Dalles, John Day, and Willow Creek, and develop priorities for management of these resources for the next 20 years. The Regional Master Plan will update land classifications for Corps-owned lands within the Mid-Columbia River Regional Master Plan boundaries.

During this planning workshop, facilitators and stakeholders will help develop a vision, goals and objectives, brainstorm land classification alternatives, and ranking of these alternatives.

AGENDA

0830 – 0845: **Welcome and Introductions**

0845 – 0930: **Planning Context**

0930 – 0945: **Break**

0945 – 1200: **Review of Previous Master Plans and Management Plans
Develop Vision, Goals, and Objectives**

1200 – 1230: **Lunch**

1230 – 1330: **Finalize Visions**

1330 – 1600: **Alternatives Development Activity**
Land Classifications
Area Maps

1600 – 1730: **Presentation and Ratings from Alternatives Development Activity**

1730 – 1800: **Recap and Next Steps**

Planning Team

Urban Collaborative: Mark Gillem; Zoe Anton; Barry Gordon; Nick Meltzer; Kellie Dziedzic;
Jane Jewett; Don Rickman; Rachel Bergseteren; Virginia Bailey

Tetra Tech: David Munro

Integrated Water Solutions: Lauren Reese



**US Army Corps
of Engineers**
Portland District

Great Basin Ecosystem Strategy



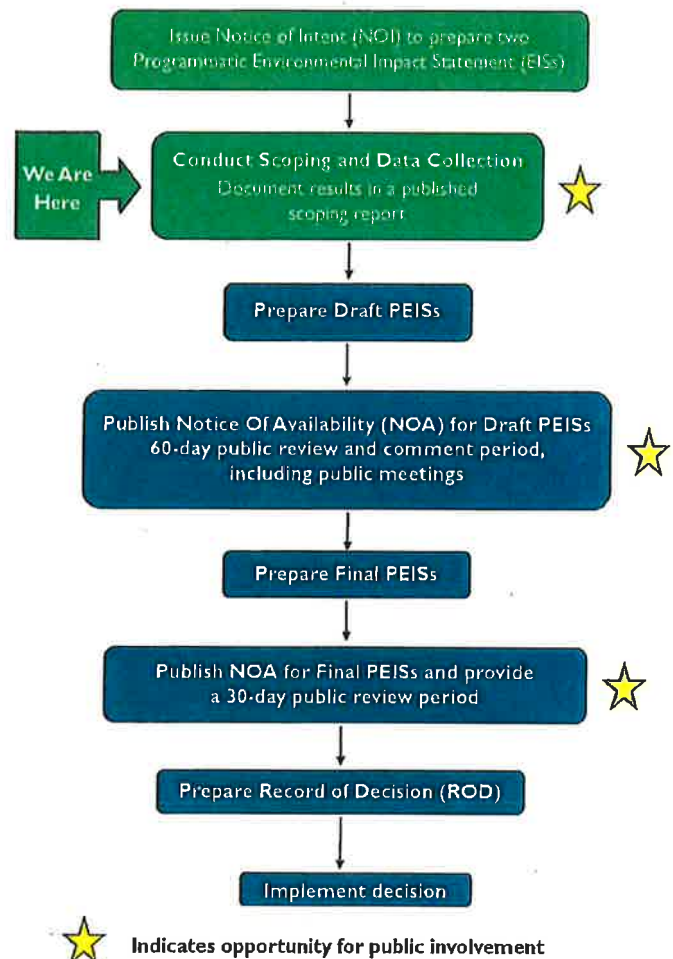
BLM Initiates Two Programmatic Efforts to Improve the Great Basin Sagebrush Steppe Ecosystem

Issue No. 1, January 2018

The BLM, as lead agency, is preparing two regionally focused, landscape-scale, programmatic environmental impact statements (PEISs) in accordance with the National Environmental Policy Act (NEPA). One PEIS will focus on the construction of fuel breaks and the other PEIS will focus on hazardous fuels reduction and rangeland restoration. The PEISs would evaluate conditions under which a comprehensive system of fuel breaks, hazardous fuels reductions, and rangeland restoration tools and techniques could be implemented within the Great Basin region to protect and restore the sagebrush steppe ecosystem, thereby, benefitting users of this ecosystem. The project area includes portions of Idaho, Nevada, California, Oregon, Washington, and Utah.

BLM is proposing to construct a system of fuel breaks across the Great Basin in order to further protect life and property, and to sustain its multiple-use public lands. These fuel breaks would provide a proactive approach by which the BLM could reduce the number of acres burned annually, and decrease loss of life and property, increase multiple-use opportunities, and protect habitat. BLM is also proposing hazardous fuels reduction and rangeland restoration to protect and conserve the sagebrush steppe ecosystem so that it is capable of delivering sustainable goods and services, such as healthy rangelands, clean water, and recreational opportunities, while at the same time conserving and protecting wildlife and their natural surroundings.

Large-scale wildfires, particularly in sagebrush steppe ecosystems, have increased exponentially throughout the Western US in recent years. These large-scale fires have resulted in increased costs, injuries and fatalities within the firefighting community, as well as destruction of private property, habitat loss for a variety of species, and subsequent loss of beneficial uses of those lands for many years post-fire. While fire is an important part of the ecology of sagebrush steppe habitats, frequent large-scale wildfires are a leading cause of sagebrush loss and increasing spread of annual invasive grasses, primarily cheatgrass. Additionally, encroachment of pinyon-juniper into sagebrush steppe habitats has further reduced the quality and functionality of the sagebrush steppe ecosystem. Appropriately installed and maintained fuel breaks and strategic hazardous fuels reduction would



reduce vegetation continuity and aid in suppression opportunities, thereby reducing risks to firefighters, decreasing fire size and acres burned annually, improving or restoring the ecosystem, and protecting our rangeland restoration investments, leading to a sustained and economically viable ecosystem.

The PEISs would aid in meeting provisions of the Federal Land Policy and Management Act (FLPMA), and the objectives and goals as outlined in the relevant land use plans, the Greater Sage-Grouse Wildfire, Invasive Annual Grasses, and Conifer Expansion Assessments, as well as Secretarial Order 3336 (Rangeland Fire Prevention, Management and Restoration). In accordance with the National Environmental Policy Act (NEPA), the BLM will seek public and interagency input to identify issues to



Sagebrush ecosystem

address in the PEISs and coordinate with other federal, tribal, state, and local government agencies in preparing the PEISs.

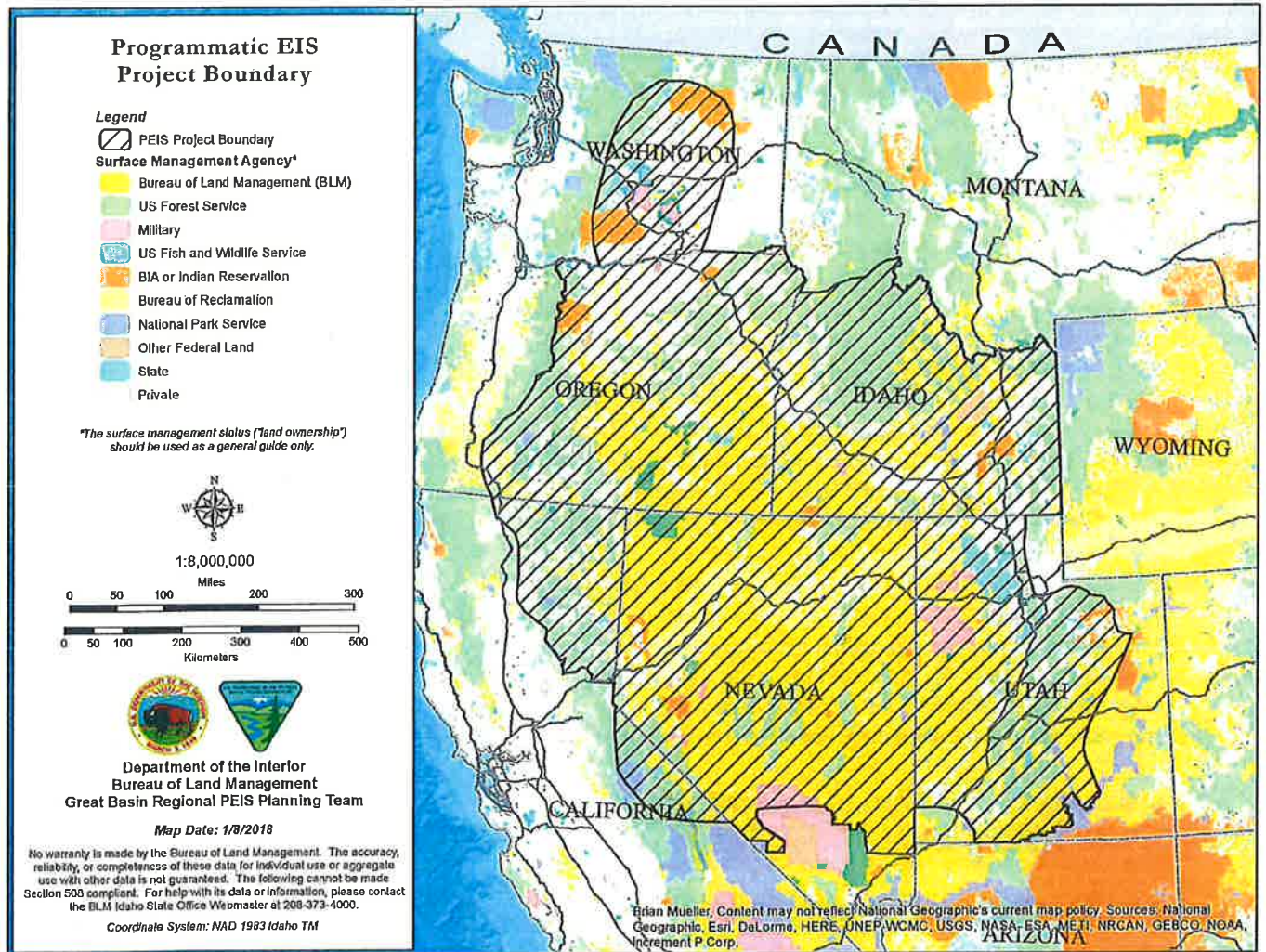
The BLM has assembled two Regional Support Teams based in Boise and Reno to assist with this endeavor. The teams are available to assist with project needs region-wide, though the closest resources or local expertise will generally be used to meet outreach needs.

The BLM is proposing this effort to protect and conserve the sagebrush steppe ecosystem, its values, and associated wildlife and their habitat. The intent of this newsletter is to provide background information and guidance on how to become involved and remain involved throughout the process.

To initiate this process, BLM published a Notice of Intent (NOI) in the Federal Register on December 22, 2017, announcing the beginning of a scoping period to solicit public comments and identify issues. A diagram of the process is located on the first page.

Next Steps

As a public Agency we rely on input concerning local issues, concerns, and values in order to develop flexible, relevant, and usable tools that can aid in a swifter implementation of future projects. The BLM greatly appreciates your interest, participation, and partnership in this process.



During this initial step of the PEIS process, BLM would like to get your input on issues, concerns, or recommendations for the projects. As part of this 60-day scoping period, the BLM will host 15 scoping meetings across six states.

You may submit comments at the meetings, via email or mail, or through the project website at any time during the scoping period. The project website will accept comments for both PEISs.

A Scoping Report will summarize all of the public input that was received for each PEIS and will be made available on the project website. The Regional Support Teams will then incorporate any public input, as appropriate under NEPA, into the PEISs. When BLM releases the Draft PEISs, you will have another opportunity to comment, along with being able to review the documents. With that feedback, BLM will then develop two Final PEISs.



Public Meetings Scheduled for Winter 2018

To participate in the process, please visit the project website (<https://go.usa.gov/xnQcG>) and attend the public scoping and informational meetings to learn more about the projects, speak with BLM staff, view maps, and submit comments. Meeting times and locations will be posted on the project website and announced through local media. All meetings will include informational materials and an opportunity to submit comments. Presentation materials will be on display throughout the meeting and available on the project website.

California

- Susanville

Idaho

- Boise
- Twin Falls
- Idaho Falls

Nevada

- Reno
- Elko
- Ely

Oregon

- Burns
- Lakeview

Utah

- Salt Lake City
- Snowville
- Cedar City
- Vernal

Washington

- Moses Lake

Dear Readers,

This is the first in a series of newsletters that you will receive from the BLM about its plans to protect and conserve the Great Basin sagebrush steppe ecosystem across the Western US. This newsletter provides an overview of the programmatic effort, how to get involved, including a schedule of public meetings, as well as where and how to submit comments.

How to Get Involved

Get on the mailing list by sending a request to GRSG_PEIS@blm.gov

Visit the Project Web site at: <https://go.usa.gov/xnQcG>

Attend public meetings: Public meetings will be held in 15 cities across the Great Basin Region. See website for schedule.

Submit comments at a public meeting or via one of the methods listed below. Comments will be considered as part of the scoping process until February 20, 2018 or 15 days after the last public meeting, whichever is later. You can submit comments even if you haven't attended a public meeting.

E-mail: GRSG_PEIS@blm.gov
Fax: 208-373-3805
US Mail: Jonathan Beck, BLM Idaho State Office
1387 S. Vinnell Way, Boise, ID 83709



**Acting as contracted agent for the Bureau of Land Management*

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Bureau of Land Management
c/o EMPSI *
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Boulder, CO 80301

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Morrow County
City of Boardman
City of Heppner
City of Irrigon
City of Lone
&
Town of Lexington

Request for Proposals

February 6, 2018

Morrow County
Planning Department
Post Office Box 40
Irrigon, OR 97840



PROJECT OVERVIEW

Morrow County and the five communities are requesting proposals from qualified consultants to complete a Buildable Lands Inventory and Housing Analysis to be completed for Morrow County and our partner communities.

The Morrow County Planning Director will serve as the local project manager to coordinate the partners, the process and intergovernmental discussions so that planning and policy stay linked through completion of the project and beyond.

The project is anticipated to start approximately April 1, 2018 and conclude no later than December 31, 2018.

PROPOSALS AND SELECTION PROCESS

Six copies of the proposals, clearly marked "Buildable Lands Inventory and Housing Analysis," along with an electronic copy on either a thumb (USB) drive or CD, must be received by 4:00 p.m. on March 20, 2018 at the following mailing address:

Carla McLane
Planning Director
205 Third Street NE
Post Office Box 40
Irrigon, Oregon 97840
541-922-4624
cmclane@co.morrow.or.us

COLLABORATION WITH STAFF/COMMUNITY PROCESS

Project staff will collaborate with the consultant to provide available existing mapping and data, including current and historical maps and aerial photos. The County has available some Geographic Information System database layers of land use and zone designations. It is recommended that before submitting a proposal, any consultant understand the County's information limitations, and to contact Stephen Wrecsics, Morrow County GIS Planning Technician, to discuss how this information can be used.

The Morrow County Planning Director, in conjunction with the community partner representatives, shall serve as the Project Management Team (PMT). Consultant shall work in partnership with the PMT, which has the responsibility of guiding the project and review of products through the various project stages.

This project will also utilize a Technical Advisory Committee (TAC) to review work products and make recommendations to Morrow County and our community partners through the project and at the adoption stage. The TAC is comprised of the PMT along with representatives from the Port of Morrow, Willow Creek Valley Economic Development Group, Greater Eastern Oregon Development Corporation, and Barry Beyeler, Boardman Community Development Director. The Consultant shall hold an initial meeting with the TAC to kick off and present an overview of the project, including time lines.

The consultant shall be expected to participate in meetings with County and community partners. Consultant will be responsible for presenting the final product. Staff shall be responsible for preparation of any required DLCD Notices for Plan Amendments.

GOALS AND OBJECTIVES

The Port of Morrow continues to grow and describes the growth in the 2017 Economic Impact Analysis released on December 12, 2017. Permanent employment is calculated at just shy of 8,500 jobs with an economic output of \$2.77 billion. Visible signs of this growth have come in the form of new and expanding data center development along with growth in the food processing industry. Housing development has not kept pace with the industrial development at the Port of Morrow, something this Buildable Lands Inventory and Housing Analysis is designed to delineate and describe.

Portland State University's Population Research Center recently released their preliminary population estimates for Oregon, its counties, and incorporated cities. From July 1, 2016 to July 1, 2017, Morrow County's population total rose by 145 residents to reach 11,890, an increase of 1.2 percent. Population growth in Morrow County remained steady from 2013 to 2017, rising within a narrow range of 0.9 to 1.2 percent annually. Unincorporated areas in Morrow County grew at a much slower rate than incorporated areas (cities and towns). Unincorporated areas rose by 105 residents between 2013 and 2017, an increase of just 2.4 percent or 0.5 percent annually. Incorporated areas grew at a much higher 7.0 percent since 2012, gaining 485 residents. Morrow County's unincorporated areas represented 37.7 percent of its 2017 population total. Back in 2012, 38.7 percent of the county's residents lived in an unincorporated area.

In order to respond to growth and development-related issues and to plan for the future Morrow County and our community partners continue to ask: can someone who works in Morrow County find a place to live in Morrow County? Anecdotally and intuitively the answer is no, but to make qualitative legislative changes to provide for "needed housing" the County and our community partners need data - data by way of a BLI and a Housing Analysis. The overall objective is to have accurate information in order to make the legislative changes necessary to provide for housing needed by residents and workers in Morrow County and our communities.

SCOPE OF WORK

All products must be produced in hard copies as well as electronic files, including database, spreadsheet and GIS. All electronic documentation must be compatible with Microsoft Office products and ARCGIS.

A. Complete the BLI as follows (April 1, 2018- June 30, 2018):

Step 1: Prepare a master list and map of land that is zoned for residential, industrial and commercial purposes throughout the county. Also show land is either vacant or developed.

Step 2: For vacant land apply the base zoning density to determine residential, industrial or commercial capacity.

Step 3: For developed land start a further screening process by removing parcels from the

buildable lands inventory that are fully developed per existing zoning.

Step 4: For remaining developed land, apply an appropriate screen of the ratio between land value and improvement value, obtained from the County Assessor, to determine parcels for which redevelopment is feasible. Remove the parcels from the buildable lands inventory where redevelopment is found infeasible.

Step 5: Introduce development constraint layers to the entire remaining inventory of both vacant and redevelopable parcels, including public/semi-public ownership, floodways, floodplains, Goal 5-protected wetlands, and steep slopes. State administrative rules allow exclusion of lands with slopes greater than 25%, and perhaps a discount factor is appropriate for land with slopes of a lesser steepness. Include any other relevant constraint layers here. For the communities of Lone and Lexington include an analysis that compares development both with and without a community waste water treatment facility.

Step 6: Use constraint layers to reduce density of vacant and re-developable lands - this will most likely result in some lands being dropped from the buildable lands inventory. Also, we would recommend as part of this phase a "truthing" step, whereby both the PMT and TAC would look at the draft inventory for any **anomalies** or unusual situations that might not show up in the data, and make adjustments to the inventory as appropriate.

Step 7: Calculate and categorize the remaining development potential - this is the buildable lands inventory.

B. Complete Housing Analysis (July 1, 2018- September 15, 2018):

Step 1: Project the number of new housing units needed in the next 20 years.

Step 2: Identify relevant national, state and local demographic and economic trends and factors that may affect the 20-year projection of structure type mix.

Step 3: Describe demographic characteristics of the population and, if possible, household trends that relate to demand for different types of housing.

Step 4: Determine the types of housing that are likely to be affordable to the projected households based on household income.

Step 5: Estimate the number of additional needed units by structure type.

Step 6: Determine the needed density ranges for each plan designation and the average needed net density for all structure types

C. Identify Potential Legislative Changes to Implement the BLI and HA (September 16, 2018 – October 30, 2018):

Step 1: Provide the Buildable Lands Inventory and Housing Analysis as a Background Report for Morrow County and each of the community partners to allow adoption into each of the jurisdictions Comprehensive Plans.

Step 2: Identify needed policy changes and suggest implementation strategies resulting from the above work to support Goal 10 – Housing amendments to any of the partner communities Comprehensive Plans.

Step 3: Determine if the current Urban Growth Boundaries are adequate for each of the partner communities. Also provide analysis concerning rural residential lands in the unincorporated areas of Morrow County.

Step 4: Develop a timeline and potential scope of work to develop suggested amendments to each of the partner communities Zoning Ordinance or Development Codes outlining the needed steps to adopt code changes reflective of findings in the Buildable Lands Inventory and Housing Analysis that will facilitate affordable work force housing and development of industrial and commercial spaces. This does not have to be a complete list of possible amendments, but obvious changes that come out of the analysis.

PAYMENT SCHEDULE

Develop a requested payment schedule showing the number, timing, and amount of interim and final payments. Relate interim payments to products, if applicable. The payment schedule should include a reasonable number of payments.

PROJECT PARTNERS

The project partners are Morrow County, the Cities of Boardman, Heppner, Ione and Irrigon, and the Town of Lexington.

COSTS INCURRED

Morrow County and our five communities are not liable for any costs incurred by the consultant in the preparation or presentation of the proposal or interview, if one is needed.

PROPOSAL FORMAT

The County requests that the Consultant respond to specific criteria that will facilitate proposal evaluation. The specific criteria are presented below. The criteria need not be presented on separate pages.

A. Introductory Letter

The letter shall name the person(s) authorized to represent the Consultant in any negotiations and name of the person(s) authorized to sign any contract, which may result. The letter shall indicate the insurance carried by the Consultant and be signed by an authorized representative of the Consultant.

B. Consultant's Capabilities

This criterion relates to the firm's capabilities and resources in relation to this project.

- Are resources available to perform the work for the duration of the project?
- What similar projects by type and location have been performed within the last

- three years?
- Has the firm done similar projects with other government agencies?
- Internal procedures and/or policies associated or related to work quality and cost control.

C. Project Team

This criterion relates to the project manager, key staff and sub-consultants. The basic question is how well the team's qualifications and experience relate to this specific project? Identify the project team in a matrix, to include number of hours by project manager on this project.

D. Please Include Information On:

Project principal experience on similar projects.

Extent of principal involvement.

Names of team members who will be performing the work on this project and their responsibilities.

Identity of project manager and his/her experience on similar projects.

Experience of key staff.

Unique qualifications.

Project team experience on similar projects.

How the team's expertise covers all phases of the project.

Timeliness of delivery of services.

References from successfully completed projects managed by the contractor.

Utilization of locally procured goods, services, or personnel (as applicable).

Other services provided by the contractor not specifically listed in this RFP.

Total cost to the County.

E. Project Understanding

This criterion relates to whether the Consultant has a clear understanding of the project.

F. Project Approach

This criterion is the heart of the response and deals with the Consultant's ability to clearly define the action to be taken to deal with the objectives and problems outlined in the scope of work. It should include the proposed design outline and schedule that indicate tasks, milestones, and staff assignments.

The Consultant shall include an estimated fee for services to be used by the County for budgetary purposes. The fee estimate will not be used as an evaluation criterion.

G. Support Information

Support information must be limited to that which is pertinent to the proposal. Material must

include references and may include graphs, charts, photos, resumes, certificates, etc.

PROPOSAL REVIEW, EVALUATION, AND SELECTION

Review

Morrow County and our five communities will award a contract to the consultant whose proposal would be most advantageous to the PMT. The County and community partners will evaluate proposals and decide on those people to be interviewed. A selected committee will evaluate applicants, rank the proposals, and make recommendations to the County within two weeks of the submittal date. The County has the right to require any clarification or change it needs to understand the Consultant's approach to the project and view of the work scope.

Evaluation and Selection

Each proposal will be limited in length and judged as a demonstration of the Consultant's capabilities and understanding of the project. No amendments, additions or alternates shall be accepted after the submittal deadline. Incomplete submittals, incorrect information or late submittals will be disqualified. Evaluation criteria, maximum points and page limitations (one page is considered to measure 8 1/2" x 11") will be as follows:

Proposal Format and Evaluation Criteria Page Limitations and Maximum Points

Contents	Max.# Pages	Max. Points
Introductory Letter	2	5
Firm's Capabilities	1	20
Project Team	4	15
Project Understanding	4	20
Project Approach	6	25
Budget Breakdown	3	10
Support Information	4	5
TOTAL	24	100

CONTRACT REQUIREMENTS

The successful Consultant shall enter into a Personal Services Contract with Morrow County. Payment for contract services will be made not more than monthly, upon receipt of the Consultant's billing statement, for work done to date, in accordance with the contract. The invoice shall include a summary of progress through the billing date. All billings will be processed through the County project manager.

Morrow County nor our Community Partners will be liable for any pre-contractual expenses

incurred. The County reserves the right to negotiate special requirements and service levels using the selected qualification(s) as a basis. Compensation for additional services will be negotiable.

The selected firm must agree to indemnify, hold harmless and defend the County and our Community Partners from any and all liability or loss resulting from any suits, claims or actions brought against the County or our Community Partners which result directly or indirectly from the wrongful or negligent actions of the consultant in the performance of the contract.

All documents, records, designs and specifications developed by the selected firm with regard to this project shall be the property of the County and our Community Partners. Additionally all responses to this RFP become the property of the County and our Community Partners.

Any questions regarding this RFP should be directed to Carla McLane, Planning Director, Morrow County Planning Department at 541-922-4624 or cmclane@co.morrow.or.us.

INTERGOVERNMENTAL AGREEMENT
MORROW COUNTY, CITIES OF BOARDMAN, HEPPNER, IONE AND IRRIGON
AND THE TOWN OF LEXINGTON

THIS INTERGOVERNMENTAL AGREEMENT is made and entered into pursuant to Oregon Revised Statute (ORS) Chapter 190 by and between Morrow County, the City of Boardman, the City of Heppner, the City of Irrigon, the City of Ione, and the Town of Lexington, hereafter referred to as the Community Partners. This Intergovernmental Agreement (IGA) is for the purpose of managing a contract for a Buildable Lands Inventory and Housing Analysis for the county as a whole and for each of the Community Partners. Each party to this agreement has the following common objectives:

- Identify buildable lands within the boundaries of each Community Partner's jurisdiction to identify available land for residential, industrial and commercial purposes.
- Increase the potential buildable lands sites for emerging and expanding residential development, commercial businesses, and industrial growth throughout the county.
- Identify potential policy improvements to each jurisdictions Comprehensive Plan and create a mechanism to achieve additional improvements to each jurisdictions zoning ordinance or development code.

The Community Partners desire to create an intergovernmental entity, the Project Management Team, which will support the Morrow County Planning Director in the oversight of the contract for the Buildable Lands Inventory and Housing Analysis to fulfill the objectives as listed above.

WHEREAS, each of the Community Partners to this agreement has authority to perform the functions, duties, and responsibilities set out in this agreement itself or by agreement with other parties;

WHEREAS, the Community Partners to this agreement wish to enter into an intergovernmental agreement to cooperatively engage a consultant team to complete a Buildable Lands Inventory and Housing Analysis to the mutual benefit of all.

THE PARTIES AGREE AS FOLLOWS:

1. **Purpose:** This IGA establishes and forms a six jurisdictional entity to be known as the Buildable Lands Inventory and Housing Analysis Project Management Team, hereinafter known as the PMT. The PMT will assist in the oversight of the project.
2. **Effective Date:** This agreement shall be effective when fully executed by all parties.

3. Funding: Each of the Community Partners has agreed to support the project with funding as follows:

Morrow County	\$30,000
City of Boardman	\$5,000
City of Heppner	TBD
City of Ione	\$200
City of Irrigon	\$5,000
Town of Lexington	\$200

The total cost of the project will be finalized when the consultant team is identified and contracts are completed. The intent of the PMT is to not have the total exceed the amount available with a target of \$30,000.

4. Term: This IGA shall be in effect for the life of the project, expected to be no later than December 31, 2018. To account for any project delays the IGA shall remain effective until completion of the project.

5. Termination and Dissolution: This agreement may be terminated, in writing, by mutual consent of all the Community Partners prior to conclusion of the project. At the conclusion of the project the IGA is terminated and the PMT is dissolved.

6. Withdrawal: If a party to this IGA withdraws prior to dissolution, that party shall not be entitled to any reimbursement of funds nor to any remaining work products.

7. Modifications: No modification of the IGA shall be effective unless and until it is made in writing and signed by all parties.

8. Hold Harmless: Each of the Community Partners shall be solely responsible for any liability incurred by that Community Partner. To the extent possible each Community Partner shall hold the others harmless, and indemnify and defend the others from any and all liability.

9. Severance: If any aspect of this agreement shall be found to be illegal or invalid for any reason whatsoever, such illegality or invalidity shall not affect the validity of the remainder of this agreement.

10. Contract Execution in Counterparts: This IGA shall be comprised of six separate original documents, identical but for the signature blocks. The governing body of each Community Partner shall execute and date one of the separate original documents. This IGA shall be final upon the date of the last signature. Morrow County shall compile the six original documents in to one document. From that time forward this compilation shall be considered the original IGA. Morrow County shall provide a full copy of this document to each of the other Community Partners and shall maintain the original in its records.

Now therefore, the Community Partners enter into this IGA.

Morrow County Board of Commissioners

Dated this _____ day of _____ 2018.

Don Russell, Chair

Jim Doherty, Commissioner

Melissa Lindsay, Commissioner

Attest:

Bobbi Childers, Clerk

Approve as to Form:

County Counsel

City of Boardman

Dated this _____ day of _____ 2018.

Sandy Toms, Mayor

Del Turner, Council President

Toni Connell, Council Member

Brenda Profitt, Council Member

Brandon Hammond, Council Member

David Jones, Council Member

Art Kegler, Council Member

City of Heppner

Dated this _____ day of _____ 2018.

Cody High, Mayor

Teresa Hughes, Council Member

John Bowles, Council Member

Cory Sweeney, Council Member

Dale Bates, Council Member

Joanne Burleson, Council Member

Adam Doherty, Council Member

City of Irrigon

Dated this _____ day of _____ 2018.

Daren Strong, Mayor

Margaret Anderson, Mayor Pro Tem

Joanna Lamb, Council Member

Ken Matlack, Council Member

Michelle Hagen, Council Member

Alan Carnahan, Council Member

Marlina Avila, Council Member

City of Ione

Dated this _____ day of _____ 2018.

Rod Taylor, Mayor

Dan Peterson, Council Member

Brian Spivey, Council Member

Beverly Benson, Council Member

Taranna Patton, Council Member

Jim Holtz, Council Member

Town of Lexington

Dated this _____ day of _____, 2018.

Vacant, Mayor

Bobbi Gordon, Council Member

Bill Beard, Council Member

Sheila Miller, Council Member



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

(For BOC Use)
 Item #
 6b

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

Staff Contact: Linda Skendzel Phone Number (Ext): 541-922-6420
 Department: Veterans Services Requested Agenda Date: 2/14/18
 Short Title of Agenda Item: Quarterly Report - **Veterans Services**

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

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

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:

_____	2/2/18	Department Head	Required for all BOC meetings
<i>Linda Skendzel</i>	DATE		
_____	_____	Admin. Officer/BOC Office	Required for all BOC meetings
<i>[Signature]</i>	DATE		
_____	_____	County Counsel	*Required for all legal documents
	DATE		
_____	_____	Finance Office	*Required for all contracts; other items as appropriate.
	DATE		
_____	_____	Human Resources	*If appropriate
	DATE		

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

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

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

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

I have provided the written quarterly report sent to Oregon Department of Veterans Affairs.

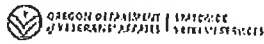
2. FISCAL IMPACT:

n/a

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

n/a

Attach additional background documentation as needed.



COUNTY VETERANS' SERVICES PROGRAM QUARTERLY REPORT OF ACTIVITIES

Important Submission Instructions

ODVA Form VS0914 COUNTY VETERANS' SERVICES PROGRAM QUARTERLY REPORT OF ACTIVITIES is used to report the work load and outreach for a county's veterans' services program each quarter. Please submit, along with your report of expenditures, to the address below, fax to 1-503-373-2393, or email to: CVSO-NSOFunding@ODVA.state.or.us

Reports are due **NO LATER THAN** the last working day of the month following the end of the fiscal quarter.

Submit to: Oregon Department of Veterans' Affairs Statewide Veteran Services 700 Summer Street NE Salem, Oregon 97301-1285	<input type="checkbox"/> 1 st Quarter (July, August, September) <input checked="" type="checkbox"/> 2 nd Quarter (October, November, December) <input type="checkbox"/> 3 rd Quarter (January, February, March) <input type="checkbox"/> 4 th Quarter (April, May, June)
Name of County	Fiscal Year
Morrow	2017 - 2018

INTERVIEW PROCESS

Interviews are face-to-face interactions with a veteran and/or family member, either in the office or out of the office. These are not requests for information handled by a receptionist or casual conversations held at an outreach event. Enough information must be gathered to document the interaction into VetraSpec.

Total In-Office Interviews	Total Out-of-Office Interviews	Total Interviews for Quarter
53	0	53

CLAIMS/APPEALS/BENEFIT AWARDS

Claims information is gathered from VetraSpec reports only, for clients under ODVA Power of Attorney.

Original USDVA Form 526, 527, or 534 filed this quarter:	16
All other new claims filed this quarter	7
Original USDVA Form 1010EZ filed this quarter:	3
NODs/VA Form 9s filed this quarter:	0
Total Recoveries for Quarter	\$ 50,219.63 Retro only

OUTREACH CONDUCTED

Outreach events are outside normal locations. Time spent in a scheduled satellite office is not counted as outreach. Outreach must be to more than one person. No matter the number of VSOs present, one location equals one event. A home visit is not outreach; it is an out-of-office interview.

The goal of outreach is an eventual increase in subsequent interviews, claims filed, and benefits awarded, as well as connecting that veteran or family member with other beneficial programs in your county.

Location of Event	Other Departments/services Attending	Approximate Number of People Attending
Pendleton, Soup Bowl Supper	Domestic Violence Svcs	80+
Pendleton, Stand Down	VSOs VAHC, Community Partners	80+
Hermiston, Womens Vets Open House	ODVA, VSOs	23
Hepburn, Veterans Day Program	Students, Community Partners	100+
Irrigon, Veterans Day Program	Students, Community Partners	100+
Hermiston, Womens VAHC	CTUIR, VSOs, Commissioner	5

COUNTY VETERANS' SERVICES PROGRAM QUARTERLY REPORT OF ACTIVITIES

OUTREACH CONDUCTED (continued)		
Location of Event	Other Departments/services Attending	Approximate Number of People Attending

Please list below any non-veteran specific meetings attended. These meetings serve to get veteran information in more subtle ways to other county offices, as well as assist the VSO to become familiar with services available outside the USDVA. Examples are Rotary Club, Lions Club, Elks Club, or County Transportation Boards.

Healthy Communities, LCAC, LPSCC, CHIP

Sr Coalition, Chamber luncheon

Please list below any Conferences or Training events attended.

Leadership, Morrow County Department Heads

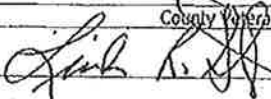
VSO Statewide Fall Conference

CERTIFICATION AND SIGNATURE

This report is submitted to qualify for funds available from the Oregon Department of Veterans' Affairs and is certified to be true and correct to the best of my knowledge and belief.

County Veterans' Service Officer Signature

Date Signed



January 2, 2018

Four Eastern Oregon University Students Join EOU SBDC Team



Left to Right: Patrick Collins, Abi Drotzmann, Elizabeth Basa, CJ Kindle, EOU SBDC Director Greg Smith

The **Eastern Oregon University Small Business Development Center (EOU SBDC)** has added four university students to its staff. The following student interns include:

Patrick Collins is from Heppner, Oregon and will be graduating in 2020 with a BA in Agricultural Science. He is a sophomore and a member of the university's football team. Patrick enjoys to fish and snowmobile in his free time. "It's an honor to have the ability to make a difference in my rural Eastern Oregon which is home to me," said Patrick.

Elizabeth Basa is a sophomore and will graduate in 2020 with a BA in Elementary Education. She is very artistic and loves to draw. "I look forward to this experience and the knowledge I will gain on the job. It's exciting to have my college peers with me on this journey," said Elizabeth.

C.J. Kindle is from Heppner, Oregon and plans to graduate in 2020 with a BA in Business. Also, a sophomore and a member of the university football team, C.J. likes to hunt and snowboard with his friends at Anthony Lakes. "Being part of a strong team and working with Greg Smith is a huge honor for me. This professional experience will be something I'll remember, and I hope to use these lessons I learn here in the future," said C.J. Kindle.

Abi Drotzmann –Abi is a junior who plans on graduating in 2019 with a BA in Biology. She's from Hermiston, Oregon and loves the outdoors and hiking with friends. "I'm excited about this opportunity and to work with Director Greg Smith. I hope to make an impact on the community and help build Eastern Oregon to a higher potential," said Abi Drotzmann

The EOU SBDC students will be working with EOU SBDC Director Greg Smith to gain experience working with business owners throughout Eastern Oregon. The SBDC provides no-cost confidential advising to those looking to start a business or already in business. Their team of professional staff can assist with a variety of issues including business plan development, learning the steps of starting a small business, government contracting, economic and financial assistance, and more.

To schedule an appointment, contact the EOU SBDC at 541-962-1532 or eousbdc@gmail.com.

Contact Information:

Greg Smith, Director

Eastern Oregon University

Small Business Development Center

541-962-1532

eousbdc@gmail.com



ASSESSMENT & TAXATION

P.O. Box 247 • Heppner, Oregon 97836
(541) 676-5607 FAX: (541) 676-5610

MIKE GORMAN
Assessor/Tax Collector

February 9, 2018

To: Morrow County
Morrow County Health District
Umatilla-Morrow Radio & Data District
Port of Morrow
Morrow County URD
Boardman RFD
Heppner RFD
Oregon Trail Library District
Ione Library District
Ione RFD
Ione-Lexington Cemetery District

Willow Creek Park District

From: Mike Gorman 

Morrow County has signed a Strategic Investment Program agreement with NextEra for the proposed Wheatridge Wind Project. The statutes governing SIP agreements call for a Community Service Fee to be paid and distributed according to an agreement between the County and the Special Districts. There will be a public meeting held on Wednesday, February, 28 2014 at 1:30 p.m. at the Bartholomew Building, Upper Conference Room, to determine how the CSF should be distributed. The above districts are located within the area where the is to be sited. According to ORS 285C.623, the County along with the districts listed in ORS 198.010 or 198.180 are the parties to the agreement.

Please try to attend this meeting. The distribution criteria requires that 75% of the taxing authority of the special districts, and the County agree on the plan. If you have any questions about the meeting or the process, please give me a call.