

# MORROW COUNTY BOARD OF COMMISSIONERS MEETING AGENDA

Wednesday, March 7, 2018 at 9:00 a.m.

Bartholomew Building Upper Conference Room

110 N. Court St., Heppner, Oregon

**AMENDED**

1. **Call to Order and Pledge of Allegiance - 9:00 a.m.**
2. **City and Citizen Comments** – This is the time provided for individuals seeking 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. Accounts Payable dated March 8<sup>th</sup>; March 2018 Retirement Taxes dated March 1<sup>st</sup> in the amount of \$18,767.41
  - b. Contract with Pioneer Asphalt Inc., for asphalt work at the Lexington Airport
  - c. Minutes: January 24<sup>th</sup>; February 7<sup>th</sup> Regular and Business Meetings
  - d. Intergovernmental Agreement for Strategic Investment Program Distribution of Community Service Fee, Wheatridge Wind Energy, LLC, et al. (Mike Gorman, Assessor/Tax Collector)
  - e. **Purchase Pre-Authorization Request, Sheriff's Office, 2018 Dodge Charger**
5. **Department Reports**
  - a. Treasurer's Monthly Report (Gayle Gutierrez, Treasurer)
6. **Business Items**
  - a. Update from Oregon Water Resources Department, North Central Region (Mike Ladd, Region Manager; Greg Silbernagel, Watermaster District 5 - Pendleton; Ken Thiemann, Watermaster District 21- Condon)
  - b. Government Accounting Standards Board (GASB) 75 Actuarial Contract (Kate Knop, Finance Director)
  - c. **Willow Creek Park District request that County donate 25' x 43' parcel of property for the Multi-Use Fit Park in Heppner (Kim Cutsforth, Director, Howard & Beth Bryant Foundation)**
  - d. Part-Time Temporary Job Postings (Darrell Green, Administrator)
7. **Department Reports, continued**
  - a. Administrator's Monthly Report (Darrell Green, County Administrator)
8. **Correspondence**
9. **Commissioner Reports**
10. **Signing of documents**
11. **Adjournment**

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

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

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

**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). **Additional discussion, direction and decisions were directed to make an agenda or Work Session in the future.**

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.

**Morrow County Board of Commissioners 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  
Kate Knop, Finance Director  
Karen Wolff, Human Resources Director  
Richard Tovey, County Counsel  
Roberta Lutchter, Executive Assistant

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

**City and Citizen Comments:** No comments

**Open Agenda:** No items

**Consent Calendar**

*Commissioner Doherty moved to approve the following items in the Consent Calendar:*

1. *Accounts Payable dated February 1<sup>st</sup> in the amount of \$89,756.93; Accounts Payable dated February 8<sup>th</sup> in the amount \$144,552.28; Manual Check to Power Motors dated January 22<sup>nd</sup> in the amount of \$68,184.23; 2017 Q4 SUTA/WBF Quarterly Payment dated January 31<sup>st</sup> in the amount of \$8,982.19; Payroll Payables, Immediates & Electronic dated January 17<sup>th</sup> in the amount of \$147,838.81; Payroll Payables, Monthlies dated January 19<sup>th</sup> in the amount of \$176,584.47*
2. *Minutes: January 10<sup>th</sup> and 17<sup>th</sup>; December 13<sup>th</sup> – Corrected*
3. *Resolution No. R-2018-3: In the Matter of Appropriations for Fiscal Year Beginning July 1, 2017 (to distribute \$1,000,000 to the Morrow County Retirement Plan)*

*Commissioner Lindsay seconded. Unanimous approval.*

**Business Items**

Presentation from Howard & Beth Bryant Foundation Regarding the Gilliam-Bisbee Building

Kim Cutsforth, Executive Director, Howard & Beth Bryant Foundation

As background, during the Budget Hearing Meetings in April 2017, the Board discussed setting aside \$250,000 to raze the Gilliam-Bisbee Building if a viable option for its use was not brought forward in the next year. Ms. Cutsforth is now asking for confirmation of the County's willingness to instead allocate those funds to bring the building up to code so the Foundation can work to restore it as an event center. Ms. Cutsforth said the amount the Foundation plans to invest in the building once it's been deeded to the appropriate non-profit entity, will be \$1,200,000. This will be done through a combination of grants, financing and other sources, she said.

After discussion by the Commissioners said that they were in favor of the proposal, but there were two questions left to answer: 1.) Whether the Board will use funds from this or the next fiscal year, and 2.) Ms. Cutsforth needs to return with additional information regarding the non-profit owner.

#### Road Committee Appointment Requests

Matt Scrivner, Public Works Director

Mr. Scrivner reviewed the list of appointees and alternates.

*Commissioner Lindsay moved to appoint the members and alternates to the Road Committee, as presented by the Road Department. Commissioner Doherty seconded. Discussion. The motion was then withdrawn.*

Because there were two new letters of interest presented by Mr. Scrivner and several changes suggested by the Commissioners, the Board directed staff to provide an updated list of appointment recommendations for next week's agenda.

#### Solid Waste Advisory Committee Appointment Requests

Matt Scrivner, Public Works Director

Sandi Pointer, Public Works Management Assistant

Public Works staff recommended the appointment of Blain Middleton, Finley BioEnergy LLC, to Position Two (residing near or adjacent to Finley Buttes Landfill). However, the Board suggested he be appointed to Position Six and staff conduct outreach to find someone who better fits the parameters of Position Two.

*Commissioner Doherty moved to appoint Blain Middleton to Position Six (Person with County, At-Large); term to be July 1, 2018 through June 30, 2022. Commissioner Lindsay seconded. Unanimous approval.*

#### Review Fuel Contract Bids; Award Bids

Matt Scrivner, Public Works Director

Commissioner Russell asked why the specifications in the "Request for Bids – Gasoline" were for mid-grade gas instead of regular. The explanation from Public Works was this was a longstanding preference of the Sheriff's Office. The Commissioners requested verification from the Sheriff's Office, and if it is no longer the preference, rebid at the lower grade.

*Commissioner Lindsay moved to award the following bids:*

- 1. Lubricants to Hattenhauer Energy Co., LLC; \$21,281.45*
- 2. Diesel Fuel to Devin Oil Company; \$159,052*
- 3. Aviation Fuel to Devin Oil Company; \$22,645*

*Commissioner Doherty seconded. Unanimous approval.*

#### Review Airport Asphalt Bids; Award Bid

Sandi Pointer, Public Works Management Assistant

Ms. Pointer explained the asphalt work to the existing parking apron and fuel area at the Airport will be funded through a Federal Aviation Administration/Oregon Department of Aviation sponsored program. A public “Invitation to Bid” process resulted in two bids, with Public Works recommending Pioneer Asphalt, Inc., she said.

*Commissioner Lindsay moved to award the Morrow County Lexington Airport – Apron Construction and Reconfiguration project to the low bid from Pioneer Asphalt, Inc., in the amount of \$199,156.25. Commissioner Doherty seconded. Unanimous approval.*

Resolution No. R-2018-4 – Local Government Grant from Oregon Parks & Recreation Department for Campground Power Upgrades at OHV Park

Greg Close, Parks General Manager

Mr. Close said the Resolution initiates the County’s grant application process to the Oregon Parks & Recreation Department. The application is to make power upgrades to 25 campsites in Sections D and E at the OHV Park, explained Mr. Close. He further explained the roughly \$20,000 matching funds required of the County will be through labor and equipment costs.

Mr. Close outlined the estimates for the work as follows:

- Columbia Basin Electric Cooperative, Inc., line extension to campsites: \$38,641.33
- Wight’s Electric, 400 amp service, etc., to 25 campsites : \$46,162
- 4R Equipment LLC, drill and blast trench: \$11,500 (if needed)

*Commissioner Doherty moved to approve Resolution No. R-2018-4, In the Matter of the Application for the Local Government Grant Program from the Oregon Parks and Recreation Department for Development at Morrow County Off-Highway Vehicle Park Campground. Commissioner Lindsay seconded. Discussion: Commissioner Lindsay stressed the numbers presented by Mr. Close are connected to this Resolution in the last section where authorization to make purchases is mentioned. Unanimous approval.*

Fire Protection Consultant Solicitation Results: Award

Greg Close, Parks General Manager

Matt Scrivner, Public Works Director

The Parks Department proposed retaining Dean Robinson as the contracted Fire Protection Consultant since the contract is due to expire. Public Works personnel gathered estimates for similar services and recommended the contract be awarded to Mr. Robinson, which will be brought forward next week.

*Commissioner Lindsay moved to approve moving forward with engaging Dean Robinson as the Fire Protection Consultant with the contract to follow next week. Commissioner Doherty seconded. Unanimous approval.*

**Break:** 10:14 a.m.

**Resume:** 10:24 a.m.

Fiscal Year 2018/2019 Cost of Living Adjustment (COLA)

Karen Wolff, Human Resources Director

Ms. Wolff presented estimates of the fiscal impact of several different options for potential COLA increases for the County's 25 non-union represented management level employees. After discussion, the Commissioners requested that an additional in-depth analysis of the long-range implications of any increases be brought forward next week.

Surplus Property Disposition

Karen Wolff, Human Resources Director

Ms. Wolff asked the Board for direction as to the disposition of a manufactured home in Irrigon now owned by the County through foreclosure (285 S.E. Fourth St.). Ms. Wolff was directed to contact any agency that may have a use for the property, such as the City of Irrigon. If there is no interest, she will return with an Order to send the property to auction.

Review Responses to the Budget Committee Vacancy Announcement

Kate Knop, Finance Director

Ms. Knop reviewed the letters of interest received and noted all six applicants qualify for appointment because they are registered voters. Applications were received from Kim Cutsforth, Heppner; Jeanine Dilley, Boardman; John Kilkenny, Heppner; John Qualls, Heppner; Greg Sweek, Heppner; and Jeff Wenholz, Irrigon. Discussion took place as to whether the appointment should be based on geographic residency or qualifications.

*Commissioner Doherty moved to appoint John Qualls to a three-year term on the Budget Committee, effective through June 30, 2020. Commissioner Lindsay seconded. Discussion: Commissioner Doherty said he didn't have a challenge with where people come from regionally because there is a safeguard in place against a "rogue" Budget Committee in the Board of Commissioners having the final say. He said while many have expressed to him a preference for regional representation, that sentiment needs to be worked through, but that may be his approach as well. Chair Russell said it's important to keep regional representation on the Budget Committee because what is important to someone in Ione may not be important to someone in Irrigon. He said the County should look for representation from throughout the County on how to spend County dollars. Commissioner Lindsay said she looked at the applicants as individuals and who was more qualified for the daunting task of serving on the Budget Committee. Extensive discussion then took place on geographic residency vs. qualifications. Aye: Commissioner Lindsay. Nay: Chair Russell and Commissioner Doherty. Motion failed.*

*Chair Russell moved to appoint Jeff Wenholz to a three-year term on the Budget Committee, effective through June 30, 2020. Commissioner Doherty seconded. Discussion. Aye: Chair Russell and Commissioner Doherty. Nay: Commissioner Lindsay. Motion carried.*

The Commissioners expressed thanks to all the applicants for their willingness to serve and encouraged people to attend the Budget Hearings scheduled for April 17-19 at the Bartholomew Building.

Review Morrow County Goals for North County Facilities from Crow Engineering

Darrell Green, Administrator

Mr. Green reviewed the seven goals compiled by Crow Engineering for Morrow County Facility Planning and asked the Commissioners for feedback so a final list can be relayed to Crow. There was then concern expressed by some audience members about the Board's intentions concerning goal #7:

- Provide Morrow County with a plan to build a new fully functional and aesthetically appealing facility that will allow for a north County presence to serve its public majority who reside in Boardman and Irrigon, while retaining its seat in Heppner.

The Commissioners stressed there were no intentions to move the County seat and that the sentence contains the phrase "while retaining its seat in Heppner." In the end, it was determined to strike the sentence.

**Department Reports**

Treasurer's Report

Gayle Gutierrez, Treasurer

Ms. Gutierrez reviewed her report and noted the interest rate for the Local Government Investment pool is currently 1.85%.

Ms. Gutierrez said she is continuing to find out why the Oregon Short Term Review Board has not notified her that they approved the Morrow County Investment Policy in October. She said Morrow County is not the only entity in the same situation.

Assessment & Tax Quarterly Report

Mike Gorman, Assessor/Tax Collector

Mr. Gorman reviewed his report, which included the amount of 2017-2018 Taxes Left to Collect (\$1,797,619, or 94.4% collected); activities of Appraisal staff; and that he will testify tomorrow before the House Revenue Committee regarding House Bill 4139 (Rental Equipment Tax).

Finance Department Quarterly Report

Kate Knop, Finance Director

Ms. Knop reviewed her report for October-December 2017. She said her efforts have focused on publishing the audited Morrow County Financial Statement for Fiscal Year 2016-2017 and the administration of the Morrow County Retirement Plan. She also outlined additional work taking place in her office by all staff members (Accounts Payable, Payroll).

Administrator's Monthly Report

Darrell Green, Administrator



Mr. Green reviewed his report. He also discussed the status of the property being purchased in Boardman to relocate the Public Works yard from Irrigon. Commissioner Lindsay offered to sign the closing documents since she has been closely involved in the process from the beginning; Chair Russell and Commissioner Doherty agreed.

### **Correspondence Reviewed**

- Letter to the Secretary of the Navy from Senator Ron Wyden, Senator Jeff Merkley and Representative Greg Walden "...regarding the Navy's apparent lack of progress on its commitment to regional stakeholders to address certain regional impacts and energy needs, including through the Boardman to Hemingway transmission line..."
- Letters from Oregon AFSCME (American Federation of State, County and Municipal Employees) notifying the County of its intention to reopen contracts due to expire for Local 2479 and Local 2479-002.

### **Commissioner Reports**

- Commissioner Doherty discussed the meetings he's attended and said he plans to discuss them in more detail in the future when time allows.
- Commissioner Lindsay discussed the possibility of an invitation to attend a meeting with the Navy at Whidbey Island and said Kathleen Cathey (Sen. Wyden's Field Representative) may have been instrumental in securing it.
- Chair Russell said he attended the Columbia Development Authority meeting and, to no one's surprise, the transfer date for transferring the Umatilla Chemical Depot land has been moved back by the Federal government. He said this process has been going on for at least 29 years.

**Adjourned: 12:30 p.m.**



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

Item #

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

Staff Contact: Sandi Putman
Department: Morrow County Public Works - Airport
Short Title of Agenda Item: Contract w/Pioneer Asphalt Inc., Asphalt work at the Lexington Airport (a copy of Maps & Project Binder available for review at BOC Meeting)
Phone Number (Ext): 541-989-9500
Requested Agenda Date: 03/07/2018

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: March 7, 2018 Through: June 30, 2018
Total Contract Amount:
Budget Line: 205250-540-4309
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 Council \*Required for all legal documents
Finance Office \*Required for all contracts; other items as appropriate.
Human Resources \*If appropriate

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



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

Item #  
46

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

Staff Contact: Sandi Putman Phone Number (Ext): 541-989-9500  
Department: Morrow County Public Works - Airport Requested Agenda Date: 02/28/2018  
Short Title of Agenda Item: Airport Asphalt bids sign contract with Pioneer

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

<input checked="" type="checkbox"/> N/A	<u>Purchase Pre-Authorizations, Contracts &amp; Agreements</u>
Contractor/Entity:	
Contractor/Entity Address:	
Effective Dates – From: <span style="color: red;">February 14, 2018</span>	Through: <span style="color: red;">June 30, 2018</span>
Total Contract Amount:	Budget Line: <span style="color: red;">205250-540-4309</span>
Does the contract amount exceed \$5,000? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	

Reviewed By:

 _____	<span style="color: blue;">2-21-18</span> <small>DATE</small>	Department Head	Required for all BOC meetings
 _____	<span style="color: blue;">2/22/18</span> <small>DATE</small>	Admin. Officer/BOC Office	Required for all BOC meetings
<span style="color: red; font-weight: bold;">SEE ATTACHED</span> _____	<small>DATE</small>	County Counsel	*Required for all legal documents
 _____	<span style="color: blue;">2/21/18</span> <small>DATE</small>	Finance Office	*Required for all contracts; other items as appropriate.
_____	<small>DATE</small>	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)

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

Bids went out July 2017 to request paving the apron area, two bids were received careful review by our contracted Centurywest engineering to make sure everything that was requested was completed.

Explanation on the process was presented at Feb. 7, 2018 BOC regular meeting.

## 2. FISCAL IMPACT:

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

Motion to approve the Contract between Pioneer Asphalt, Inc and Morrow County for asphalt lay down on the apron project at the Lexington Airport.

Attach additional background documentation as needed.

**From:** Justin Nelson  
**Sent:** Monday, March 05, 2018 8:13 AM  
**To:** Roberta Lutcher <[rlutcher@co.morrow.or.us](mailto:rlutcher@co.morrow.or.us)>  
**Subject:** RE: Morrow County Agendas

Roberta,

Can you please include the following in the agenda that we send out today:

“Contract with Pioneer Asphalt Inc., for asphalt work at the Lexington Airport- A copy of maps and project binder will be available for review at the meeting.”

**From:** Roberta Lutcher  
**Sent:** Monday, March 5, 2018 8:15 AM  
**To:** Justin Nelson <[jnelson@co.morrow.or.us](mailto:jnelson@co.morrow.or.us)>  
**Subject:** RE: Morrow County Agendas

The agenda went out last Friday. Do you want to update the coversheet for the packet?

*Roberta Lutcher*  
*Executive Assistant*  
*Morrow County Board of Commissioners*  
*541-676-5613 (5303)*  
*P.O. Box 788*  
*110 N. Court St.*  
*Heppner, OR 97836*  
*Email: [rlutcher@co.morrow.or.us](mailto:rlutcher@co.morrow.or.us)*



Yes, that would be great. Thank you.  
-Justin

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

## Sandra Pointer

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**From:** Richard Tovey  
**Sent:** Tuesday, February 13, 2018 8:28 AM  
**To:** Sandra Pointer  
**Subject:** asphalt construction contract airport  
**Attachments:** Asphalt Construction Agreement.docx

Sandi-

I see that the contract for the asphalt construction contract is on the agenda for tomorrow. I realized that I never got a contract back to you. I made some modifications to the template that you set up and I have attached that for your review. The contract lists a number of items as contract documents, are those all items that we have or plan to attach to the contract?

Thanks-  
Rich

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

## AGREEMENT

THIS AGREEMENT, made this 7th day of March, 2018, by and between **Morrow County**, hereinafter called "OWNER" and PIONEER ASPHALT INC., dba PIONEER CONSTRUCTION INC., doing business as a corporation hereinafter called "CONTRACTOR".

WHEREAS: Morrow County published an invitation to bid in the Heppner Gazette-Times. (Attachment 1)

WHEREAS: Pioneer Asphalt, Inc. submitted a Letter of Intent and proposal for the requested project. (Attachment 2).

WHEREAS: Century West Engineering recommended the approval project to Pioneer Asphalt, Inc. (Attachment 3).

WHEREAS: The Morrow County Board of Commissioners awarded Pioneer Asphalt Inc. with the project.

WITNESSETH: That for and in consideration of the payments and agreements hereinafter mentioned:

1. The CONTRACTOR will commence and complete the construction of **Lexington Airport Apron Construction and Reconfiguration** (as described in previously provided project description and map).

2. The CONTRACTOR will furnish all of the material, supplies, tools, equipment, labor and other services necessary for the construction and completion of the PROJECT described herein.

3. The CONTRACTOR will commence the work required by the CONTRACT DOCUMENTS within **10** calendar days after the date of the NOTICE TO PROCEED and will complete the same within **60** calendar days unless the period for completion is extended otherwise by the CONTRACT DOCUMENTS.

4. The CONTRACTOR agrees to perform all of the WORK described in the CONTRACT DOCUMENTS and comply with the terms therein for the sum of \$199,156.25 or as shown in the BID schedule.

5. The term “CONTRACT DOCUMENTS” means and includes the following (as previously provided by Owner and reviewed and agreed to by Contractor):

- A Invitation to Bid
- B Instruction to Bidders
- C FAA Required Provisions
- D Special Provisions
- E BOLI Wage Rates
- F Davis Bacon Wage Rates
- G Proposal (Including Appendix)
- H Bid Bond
- I Agreement
- J Statutory Public Works Bond
- K Payment Bond
- L Performance Bond
- M Contract Conditions and General Provisions
- N Supplementary Conditions
- O Notice to Award
- P Notice to Proceed
- Q Change Orders
- R DRAWINGS – 12 Sheets prepared by Century West Engineering numbered G-1 through G-5 and C-1 through C-7.



S SPECIFICATIONS – Prepared or issued by Century West Engineering dated June 2017.

6. The OWNER will pay to the CONTRACTOR in the manner and at such times as set forth in the General Conditions such amounts as required by the CONTRACT DOCUMENTS.

7. This Agreement shall be binding upon all parties hereto and their respective heirs, executors, administrators, successors, and assigns.

IN WITNESS WHEREOF, the parties hereto have executed, or caused to be executed by their duly authorized officials, this Agreement in 2 copies each of which shall be deemed an original on the date first above written.

**OWNER:**

Morrow County

By \_\_\_\_\_

Name \_\_\_\_\_

Title \_\_\_\_\_

(Seal)

**ATTEST:**

\_\_\_\_\_

Name \_\_\_\_\_

Title \_\_\_\_\_

**CONTRACTOR:**

\_\_\_\_\_

By \_\_\_\_\_

Name \_\_\_\_\_

Address \_\_\_\_\_

\_\_\_\_\_

(Seal)

**ATTEST:**

\_\_\_\_\_

Name \_\_\_\_\_

Title \_\_\_\_\_

# Attachment 1

TEN - Heppner Gazette-Times, Heppner, Oregon Wednesday, June 14, 2017

## PUBLIC NOTICE

INVITATION TO BID  
MORROW COUNTY -  
LEXINGTON AIRPORT  
APRON CONSTRUCTION AND RECONFIGURATION

A.I.P. PROJECT No. 3-41-0034-008

Sealed bids for the Lexington Airport - Apron Construction and Reconfiguration, A.I.P. Project No. 3-41-0034-008 will be received by Morrow County Public Works at the Public Works Office, 365 West Highway 74, Lexington, Oregon 97839, until the bid closing time of 2:00PM, on the 13th day of July 2017, at which time the bids will be publicly opened and read. Bidders shall submit the required first-tier subcontractor disclosure form within two working hours of the bid closing time. Bidders whose bids and/or disclosure statements are received after the stated times will be considered non-responsive and their bids will not be considered.

The scope of work being considered is:

1. Apron Paving (7,150 SY)

The Contract Documents for the above project may be examined at the Morrow County Public Works Department on working days, between the hours of 8:00 a.m. and 5:00 p.m. Copies of said documents may be obtained at a cost of \$100.00 per set from:

• Century West Engineering Corp.; 1020 SW Emkay Drive, Ste. 100; Bend, OR 97702; (541) 322-8962.

Documents will be promptly sent upon receipt of \$100.00 per hard copy set, or \$50 for electronic files in pdf format to cover the document fee and postage/handling (The document costs also apply to Plan Centers). The

tion statements will not be accepted.

Contractor licensing under ORS 468A.720 for asbestos abatement is not a requirement of this project. No bid shall be considered unless the bidder is registered with the Oregon Construction Contractors Board or licensed by the State Landscape Contractors Board as required by ORS 671.530.

This contract will be funded, in part, by a grant from the Federal Aviation Administration. As such it will be subject to federal requirements. These include, but are not limited to:

- Buy American Preferences;
- Foreign Trade Restrictions;
- Prevailing Wage Rates. All labor shall be paid no less than the minimum wage rates established by the US Secretary of Labor (Davis Bacon) or the State of Oregon (BOLI) whichever is greater.
- Affirmative Action Requirements;
- Government wide Debarment and Suspension Provisions; and
- Government wide Requirements for Drug-free workplace Requirements.

All applicable federal provisions are given in the specifications under FAA Required Provisions.

Morrow County Public Works, in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252, 42 U.S.C. §§ 2000d to 2000d-4) and the Regulations, hereby notifies all bidders that it will affirmatively ensure that any contract entered into pursuant to this advertisement, disadvantaged business enterprises will be afforded full and fair opportunity to sub-

clude DBE's in this contract. Race/gender neutral steps include: unbundling large contracts, subcontracting work the prime contractor may self-perform, providing bonding or financing assistance, providing technical assistance, etc. This contract can be awarded without the lowest responsive bidder meeting the goal or demonstrating good faith effort to meet the goal.

Each prospective bidder is requested to attend a non-mandatory pre-bid meeting to be held at 2:00PM, local time on the 29th day of June 2017, at the airport. At this meeting, questions concerning the Contract Documents and the proposed work will be discussed. Answers and clarifications will be in the form of written addenda to the contract and will be emailed or faxed to all plan holders.

Proposals must be submitted on the prescribed forms and must be accompanied by certified check, cashier's check, or bid bond executed in favor of Morrow County Public Works in an amount equal to ten percent (10%) of the amount bid. Each Bidder must supply all information required by the bid documents and specifications. The successful bidder will be required to furnish a performance bond and payment bond, each in the full amount of the contract price.

Morrow County Public Works reserves the right to reject any and all bids, to waive any irregularities, and to accept the bid deemed in the best interest of Morrow County Public Works. Morrow County Public Works may reject any bid not in compliance with all prescribed public bidding procedures and requirements, and may

sent to the following:

Morrow County  
Sandi Pointer  
Courthouse, 100 S Court  
Street, Heppner, OR 97836  
sputman@co.morrow.or.us  
AND

Federal Aviation Administration Northwest Mountain Regional Office  
Office of Civil Rights Staff  
Sonia Cruz

1601 Lind Ave, S.W.,  
Suite 250  
Renton, WA 98057-3356  
Contract Goals

Morrow County will use contract goals to meet any portion of the overall goal that the recipient does not project being able to meet using RN means. Contract goals are established so that, over the period to which the overall goal applies, they will cumulatively result in meeting any portion of the recipient's overall goal that is not projected to be met through the use of RN means.

Morrow County will establish contract goals only on those DOT-assisted contracts that have subcontracting possibilities. It need not establish a contract goal on every such contract, and the size of the contract goals will be adapted to the circumstances of each such contract (e.g., type and location of work and availability of DBE's to perform the particular type of work).

We will express our contract goals as a percentage of the Federal share of a DOT-assisted contract.

Published: June 14, 2017  
Affidavit

## PUBLIC NOTICE

NOTICE OF BUDGET COMMITTEE MEETING

A public meeting of the budget committee of the City of Ione, Morrow County, State of Oregon, to discuss the budget for the fiscal year July 1, 2017

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tronic files in pdf format to cover the document fee and postage/handling (The document costs also apply to Plan Centers). The cost of the documents is non-refundable, and the documents need not be returned. Technical questions shall be directed to Tom Headley, Century West Engineering Corporation, (541) 322-8962. Contractors must be qualified in accordance with the applicable parts of ORS 279C in order to enter into a contract with Morrow County Public Works. Morrow County Public Works will only consider contractors who are able to demonstrate prior experience with similar work. Morrow County Public Works may investigate to determine the qualifications of the bidders as part of the evaluation of the bids. Bidders must submit qualification statements in accordance with the terms of Subsection 20-02 of the specifications with their Proposal. Proposals submitted without qualifica-

entered into public Attachment Works may reject this advertisement, disadvantaged business enterprises will be afforded full and fair opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, or national origin in consideration for an award. In accordance with federal requirements, Morrow County Public Works has determined that this contract has limited subcontracting opportunities that would be suitable for DBE participation. However, Bidder's are encouraged to seek opportunities for DBE participation and to include DBE's in their bids. Based on the 9th Circuit Court Decision in Western States Paving Company v. Washington State Department of Transportation, Morrow County Public Works has determined that it is appropriate to use a race/gender neutral goal. Morrow County Public Works encourages all bidders to take active race/gender neutral steps to in-

any bid not in compliance with all prescribed public bidding procedures and requirements, and may reject for good cause any or all bids upon a finding by Morrow County Public Works that it is in the public interest to do so.  
**MORROW COUNTY PUBLIC WORKS**  
 Published: June 14, 2017  
 Affidavit

**PUBLIC NOTICE**  
 The Morrow County hereby announces its fiscal years 2018 through 2020 goal of 4.2% for Disadvantaged Business Enterprise (DBE) airport construction Contracts. The proposed goals and rationale is available for inspection between 8:00 a.m. and 5:00 p.m., -Monday through Friday at Morrow County Courthouse, 100 S. Court St. Heppner, OR 97836 for 30 days from the date of this publication. Comments on the DBE goal will be accepted for 30 days from the date of this publication and can be

budget committee of the City of Ione, Morrow County, State of Oregon, to discuss the budget for the fiscal year July 1, 2017 to June 30, 2018 will be held at Ione City Hall 385 W. 2nd St., Ione, OR. The meeting will take place on the 13th day of June, 2016 at 7:00 PM. If a second meeting is necessary, it will be held at the same location on the 27th day of June, 2106 at 6:30 PM. The purpose of the meeting is to receive the budget message and to receive public comment on the budget. A copy of the budget document may be inspected or obtained on or after June 8, 2016 at Ione City Hall, between the hours of 8:00 AM and 1:00 PM. This is a public meeting where deliberation of the budget committee will take place. Any person may appear at the meeting and discuss the proposed programs with the Budget Committee.  
 Published: June 7 and 14, 2017.  
 Affidavit

We know *your* business makes *our* business



Take us along, too.

**Bank of Eastern Oregon**

BEO Mobile  
for Apple & Android

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# Attachment 2 - 1

## LETTER OF INTENT

Name of Bidder's Firm: Pioneer Asphalt, Inc. dba Pioneer Construction, Inc.

Bidder's Address: PO Box 38/73569 McKay Ln

City: Pendleton State OR Zip Code 97801

Name of DBE Firm: Pioneer Asphalt, Inc. dba Pioneer Construction, Inc.

Address: PO Box 38/73569 McKay Ln

City: Pendleton State OR Zip Code 97801

Telephone: 541-276-7885 Area Code: 541

State DBE Certification Number: 19

Description of work to be performed by DBE firm:

Items 1, 12, 13 Bituminous Surface, and  
Prime Coat

Bidder intends to utilize the above-named minority firm for the work described above. The estimated amount of work is valued at \$ 100%. If the above-named bidder is not determined to be the successful bidder, the Letter of Intent shall be null and void.

By: Jayne L. Clarke  
(Signature)

Jayne L. Clarke, President

(Title)

(Copy this page for each DBE subcontractor)

(Letter of intent is not required if no DBE firms participate in the project)

Proposal 11 of 15

JUNE 2017 | #1241400401

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Pioneer Asphalt, Inc.

## Attachment 2 - 2

BID ITEM	DESCRIPTION QUANTITY	SPEC. REF.	UNIT PRICE OR LUMP SUM (FIGURES)	UNIT PRICE OR LUMP SUM (WORDS)	EXTENDED TOTAL (FIGURES)
7	Subgrade Stabilization 100 CY	P-152	By Owner – No Bid Required		
8	Geotextile Fabric 7,335 SY	P-152	By Owner – No Bid Required		
9	Temporary Erosion and Sediment Control 1 LS	P-156	By Owner – No Bid Required		
10	Subbase Course (8") 1,800 CY	P-154	By Owner – No Bid Required		
11	Crushed Aggregate Base Course (5") 1,070 CY	P-208	By Owner – No Bid Required		
12	Bituminous Surface Course 1,375 TON	P-403	89.75	Eighty nine dollars and seventy five cents	123,406. <sup>25</sup>
13	Bituminous Prime Coat 6.3 TON	P-602	976.19	Nine hundred seventy six dollars and nineteen cents	6,150.00
14	6" Perf. Corr. PE Underdrain w/Porous Backfill No. 2 750 LF	D-705	By Owner – No Bid Required		
15	12" Storm HDPE Pipe 465 LF	D-701	By Owner – No Bid Required		
16	6" Corr. PE Pipe 50 LF	D-705	By Owner – No Bid Required		
17	Underdrain Cleanout Wye 5 EA	Per Plan	By Owner – No Bid Required		
18	Catch Basin 2 EA	Per Plan	By Owner – No Bid Required		
19	Tie Down Anchor w/ Chains 24 EA	Per Plan	By Owner – No Bid Required		

Purmar Asphalt. m2-

## Attachment 2 - 3

BID ITEM	DESCRIPTION QUANTITY	SPEC. REF.	UNIT PRICE OR LUMP SUM (FIGURES)	UNIT PRICE OR LUMP SUM (WORDS)	EXTENDED TOTAL (FIGURES)
20	Hydroseeding 0.5 AC	T-901	By Owner – No Bid Required		
21	Pavement Marking (First Application) 1,750 SF	P-620	By Owner – No Bid Required		
22	Pavement Marking (Final Application) 1,750 SF	P-620	By Owner – No Bid Required		
23	Pavement Marking Removal 150 SF	P-620	By Owner – No Bid Required		
24	(2) 2-inch Schedule 40 PVC Conduit 55 LF	L-110	By Owner – No Bid Required		
25	Electrical Hand Hole 2 EA	Per Plan	By Owner – No Bid Required		
<b>BASE BID TOTAL</b>					<u>199,156.<sup>25</sup></u>

Thomas Asphelt, INC.

**BID BOND:**

Accompanying this Proposal is a certified check, cashier's check or bid bond payable to Morrow County, Oregon, in the sum of ~~nineteen thousand nine~~ 19,915.63 Dollars (\$ 19,915.63), said amount being equal to ten percent (10%) of the Total Bid Amount, based on the foregoing prices. If this proposal shall be accepted by Morrow County and the undersigned shall fail to execute a satisfactory Public Improvement Contract, performance bond, and payment bond within seven (7) days from the date of the Notice of Award, then the Owner may, at its option, determine that the undersigned has abandoned the Contract and thereupon this proposal shall be null and void, and the above check or bond accompanying this proposal shall be forfeited to and become the property of the Owner.

# Attachment 2 - 4

## BIDDER'S CHECKLIST MORROW COUNTY – LEXINGTON AIRPORT APRON CONSTRUCTION AND RECONFIGURATION A.I.P. PROJECT No. 3-41-0034-008

### To all Plan Holders and/or Prospective Bidders:

Use the following checklist to ensure that your bid package is complete upon submittal to the Owner on the date listed in the Invitation to Bid. This checklist has been prepared and furnished to aid Bidders in including all necessary supporting information with their bid. Bidder's submittals shall include, but are not limited to, the following:

- |  | Checked                             |
|--|-------------------------------------|
| 1. ✓ Contractor's Qualification Statement, in accordance with Section 20-02, including "Evidence of Competency" and "Evidence of Financial Responsibility". <i>Pre Qual</i>  | <input checked="" type="checkbox"/> |
| 2. Proposal (Bid) Fully Executed. Complete the Proposal in clearly written ink or typed characters. Changes may be made provided all changes are initialed.  | <input type="checkbox"/>            |
| 3. ✓ Acknowledgement of Addenda (on Proposal). Acknowledge receipt of all Addenda. Bidders are strongly encouraged to contact the City to verify that all addenda are in hand prior to submittal of the bid package. <i>w/certains only 1 west</i> | <input checked="" type="checkbox"/> |
| 4. ✓ Certification of Non-segregated Facilities.   | <input checked="" type="checkbox"/> |
| 5. ✓ Bidder's Statement on previous contracts subject to EEO Clause.   | <input checked="" type="checkbox"/> |
| 6. ✓ Letter of Intent (if DBE subcontractors are to be used). <i>only Subs? Pioneer Construction; DBE # 19</i>   | <input checked="" type="checkbox"/> |
| 7. ✓ Restrictions of Federal Public Works Projects.  | <input checked="" type="checkbox"/> |
| 8. ✓ Bidders Certification.  | <input checked="" type="checkbox"/> |
| 9. Buy American Certification. <i>Question, Paving has no steel</i>  | <input checked="" type="checkbox"/> |
| 10. Bidder's Bond or other Security. Include an executed Bid Bond or other acceptable Bid Security in the amount of ten percent (10%) of the total bid amount.   | <input checked="" type="checkbox"/> |
| 11. ✓ Power-of-Attorney for Surety's Agent to execute Bidder's Bond.   | <input checked="" type="checkbox"/> |



## Attachment 2 - 5

12. Complete and submit the First-tier Subcontractors Disclosure Form prior to the time listed in the advertisement for bids. Failure to submit the disclosure form will result in the bid being declared "non-responsive".



13. Bidder's List. The bidder shall submit the name, address, DBE status, age, and gross receipts of all firms bidding or quoting subcontracts on DOT-assisted projects. The attached form in the Appendix shall be used to report this information. The bidders list shall be submitted with the bidder's sealed proposal.



14. Submit the bid package, prior to the Bid Closing time, at the place indicated in the Invitation to Bid. The bid package shall be enclosed in an opaque, sealed envelope, marked with the project title, date of the opening, and the name and address of the Bidder.



# Attachment 2 - 6



Oregon

Kate Brown, Governor

## Department of Transportation Procurement Office-Construction, MS#2-2

3930 Fairview Industrial Drive SE

Salem, Oregon 97302-1166

Voice: (503) 986-2710

Fax: (503) 986-6910

Email: [odotprocurementofficeconstruction@odot.state.or.us](mailto:odotprocurementofficeconstruction@odot.state.or.us)

June 21, 2016

PIONEER ASPHALT INC DBA PIONEER CONSTRUCTION INC  
JAYNE CLARKE  
PO BOX 38  
PENDLETON, OR 97801

Your prequalification application has been approved. This prequalification pertains only to the submission of bid proposals and does not cover your financial ability.

Your bids will be considered responsive on ODOT projects on or after: June 30, 2016

Your prequalification application is valid through: April 30, 2018

Your vendor number is: CV20005335

Work Classifications:

(AB)-AGGREGATE BASE	(MHA)-MISC. HIGHWAY APPURTENANCES
(AC)-ROCK PRODUCTION	(PAVE)-PAVEMENT MARKINGS
(ACP)-ASPHALT CONCRETE PAVING AND OILING	(PCP)-PORTLAND CEMENT CONCRETE PAVING
(EART)-EARTHWORK AND DRAINAGE	(SIGN)-SIGNING (PERMANENT)
(ELEC)-ELECTRICAL	(TTC)-TEMPORARY TRAFFIC CONTROL
(LS)-LANDSCAPING	

Applicants must update their prequalification application with ODOT when information changes. An addendum change form and instructions are available on our web site at:

<http://www.oregon.gov/ODOT/CS/CONSTRUCTION/Pages/Prequalification.aspx>

This prequalification application covers Oregon Department of Transportation projects that are advertised on the ODOT Procurement Office – Construction Contract Unit website:

<http://www.oregon.gov/ODOT/CS/CONSTRUCTION/Pages/contractorplans/NTC.aspx>

This prequalification application does not cover Oregon Department of Transportation projects advertised in ORPIN (Oregon Procurement Information Network) which may be posted on our website.

ODOT eBIDS provides free downloading of plans and specifications and related bid documents. You will need to self register as a holder of bidding plans in order for your bid to be responsive for each project for which you submit a bid.

<https://ecm.odot.state.or.us/cf/EBIDS/>

If you wish to appeal any of the conditions of this prequalification you must notify this office in writing in accordance with ORS 279C.445 and ORS 279C.450 within three business days after receipt of this notice.

Eli Oberlander

Oregon Department of Transportation  
Procurement Office - Construction Contracts Unit, MS#2-2  
3930 Fairview Industrial Drive SE  
Salem, Oregon 97302-1166  
Phone: 503-986-6912 Fax: 503-986-6910

# Attachment 2 - 7

## ADDENDUM NO. 1 TO THE CONTRACT DOCUMENTS

### MORROW COUNTY LEXINGTON AIRPORT APRON CONSTRUCTION

A.I.P. #3-41-0034-008  
Lexington, Oregon

**TO:** All Plan Holders  
**DATE:** July 5, 2017  
**PROJECT NO:** FAA A.I.P. #3-41-0034-008  
CWEC #12414.004.01

The following changes, additions, and/or deletions are hereby made a part of the Contract Documents for the above mentioned project, bids due July 13, 2017, as fully and completely as if the same were fully set forth therein.

#### SPECIFICATIONS

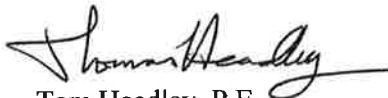
1. Refer to the Wage Rate Schedules provided within the Contract Documents

As was discussed during the pre-bid meeting, the Davis Bacon Wage Rates have been updated within the time window of 10 days from bid opening. The General Decision Number OR170001 06/30/2017 ORI shall apply to this project. Replace the provided wage rate schedule with the updated determination provided as part of this Addendum No. 1.

#### MISCELLANEOUS

1. A copy of the sign-in sheet from the pre-bid meeting is attached as an informational item.

***BIDDERS SHALL ACKNOWLEDGE RECEIPT OF THIS ADDENDUM IN THE SPACE PROVIDED IN THE PROPOSAL. BIDS SUBMITTED WITHOUT ACKNOWLEDGEMENT OF THIS ADDENDUM IN THE PROPOSAL WILL BE CONSIDERED IRREGULAR.***



Tom Headley, P.E.

Project Manager

# Attachment 2 - 8



## SIGN-IN SHEET – Lexington Pre-Bid Meeting (Non-Mandatory)

**Project:** Lexington Airport – Apron Construction

**Date & Time:** Thursday, June 29, 2017, 2:00 p.m.

**Location:** Lexington Airport

<u>NAME</u>	<u>AFFILIATION</u>	<u>PHONE</u>	<u>EMAIL</u>
Tom Healey	CENTURY WEST ENGINEERING	541 322 9962	theadley@centurywest.com
Charley Buckle	PREMIER EX	509 713 4375	charleyb@premierex.com
Terry Clarke	Pioneer CONCRETE	541 276-7888	terry@pioneerconcrete.com
Elmer W. Adkins	GRANITE	541-571 3915	Elmer.adkins@gcinc.com
Sandi Parkler	MG Pworks	541 989 9500	Spambot@Co.Morrow.Or.US -

# Attachment 2 - 9

## PROPOSAL

### MORROW COUNTY – LEXINGTON AIRPORT APRON CONSTRUCTION AND RECONFIGURATION

A.I.P. PROJECT No. 3-41-0034-008

**TO:** *Morrow County*  
365 West Highway 74  
Lexington, Oregon 97839

This Proposal is submitted as an offer by the undersigned, having examined the Contract Documents and considered all conditions to be encountered, to enter into an Agreement with Morrow County (County) to furnish all labor, materials, and equipment, and to perform all work necessary to complete this project, in accordance with the Contract Documents, in consideration of the amounts stated in this Proposal.

#### **BIDDERS DECLARATION:**

The undersigned, hereinafter called the Bidder, declares that the only persons or parties interested in this proposal are those named herein, that this proposal is, in all respects, fair and without fraud, that it is made without collusion with any official of the Owner, and that the proposal is made without any connection or collusion with any person making another proposal on this contract.

The Bidder further declares that he has carefully examined the Contract Documents for the construction of the project, that he has personally inspected the site, that he has satisfied himself as to the quantities involved, including the fact that the description of the quantities of work and materials, as included herein, is brief and is intended only to indicate the general nature of the work and to identify the said quantities with the detailed requirements of the Contract Documents, and that this proposal is made according to the provisions and under the terms of the Contract Documents, which documents are hereby made a part of this proposal.

The Bidder further declares that the provisions required pertaining to Federal and State prevailing wage rates shall be included in his contract and will be complied with.

The Bidder further agrees that he has exercised his own judgment regarding the interpretation of subsurface information and has utilized all data which he believes pertinent from the Engineer, Owner and other sources in arriving at his conclusions.

#### **CONSTRUCTION TIME LIMITS:**

The Bidder agrees to begin work within 10 calendar days after the date of the Owner's written Notice to Proceed and to substantially complete the construction within 60 calendar days.

In the event that certain items not required for substantial completion, as defined in the Supplementary Conditions herein, but required for final completion of the work as put forth in this Contract Document fail to arrive at the work site in time to be properly installed during normal working hours within the time allowed for substantial completion of the work, then an allowance of not more than thirty (30) calendar days following the receipt of the last item required will be given to the Contractor to effect the final completion of said work.

## Attachment 2 - 10

**NOTICE TO PROCEED:**

The Owner reserves the right to delay the Notice to Proceed until such time that soil conditions and weather conditions are conducive to efficient construction. Notice to proceed is anticipated to be given early in 2018. No work shall begin prior to issuance of Notice to Proceed by the Owner.

In the event that Notice to Proceed is delayed, no adjustments will be made to the pricing established in this proposal.

**LIQUIDATED DAMAGES:**

The Owner shall be entitled to liquidated damages for failure of the Bidder to complete the work within the specified contract time.

- A. The Bidder further agrees to pay liquidated damages for failure to complete the work within the specified contract time and for expenses incurred by the Owner for unscheduled employment of the Engineer during the contract time overrun.
- B. As compensation for non-use, the Contractor shall be assessed a liquidated damage of \$600.00 per calendar day for each day that the work remains uncompleted beyond the contract period. As compensation for expense incurred for unscheduled employment of the Engineer, the Contractor shall be assessed an additional liquidated damage equal to the expense incurred for each day that the work remains uncompleted beyond the contract period. The liquidated damage amounts shall also apply to phase or work areas that have limited or specific time constraints.
- C. The Bidder further agrees to pay liquidated damages according to the following hourly rates for the unscheduled employment of the Engineer necessitated by the Contractor:
  - 1. Working more than nine (9) hours per day, more than five (5) days per week and Saturdays (time and one-half), and holidays, and Sundays (double time).
  - 2. Furnishing materials or equipment not in conformance with Contract Documents necessitating redesign by the Engineer.
  - 3. Working beyond the time of completion established in the Notice to Proceed with Construction.

	<u>Stralght Time</u>	<u>Time and One- Half Mon.-Sat.</u>	<u>Double Time Sundays and Holidays</u>
Engineer	\$150.00/Hr.	\$150.00/Hr.	\$150.00/Hr.
Resident Project Rep.	\$100.00/Hr.	\$150.00/Hr.	\$200.00/Hr.
Out of Pocket Cost mat'l, equipment, supplies, transportation, subsistence	At Cost+10%	At Cost+10%	At Cost+10%

# Attachment 2 - 11

D. The Engineering budget will be analyzed at the end of the project to determine whether any unscheduled employment of the Engineer, during the scheduled contract time, resulted in a cost savings to the Owner. If, as a result of working more than nine hours per day, five days per week, the Contractor completes the project within the scheduled time, and if the overtime results in a reduced contract time and cost savings to the Owner, no liquidated damages will be assessed for the unscheduled employment of the Engineer during the scheduled contract time. Liquidated damages will be assessed as stipulated for each day the work remains uncompleted beyond the scheduled contract time.

**SUBCONTRACTORS:**

The Bidder will list all proposed subcontractors by their proper corporate name and the portion of the work the subcontractor intends to perform in the spaces provided below

The Owner reserves the right to reject any subcontractor that the Owner deems unfit for the scope of the work proposed.

	Subcontractor	Work to be performed
1.	<u>NONE</u>	_____
2.	_____	_____
3.	_____	_____
4.	_____	_____
5.	_____	_____
6.	_____	_____
7.	_____	_____
8.	_____	_____
9.	_____	_____
10.	_____	_____

**UNIT PRICES:**

The Bidder further proposes to accept as full payment for the work proposed herein the amounts computed under the provisions of the Contract Documents and based on the following lump sum price or unit price amounts. The Bidder agrees that the lump sum prices or unit prices represent a true measure of the labor and materials required to perform the work, including all allowances for overhead and profit for each type and unit of work called for in these Contract Documents. The amounts shall be shown in both words and figures. In case of discrepancy, the amount shown in words shall govern.

## Attachment 2 - 12

All blanks on the Proposal must be completed by clearly printing in ink or by typewriter. Changes may be made provided that the Bidder initials all changes.

All items in the proposal form shall be completed in full showing a unit or lump sum price or prices for each and every item. The price per item shall be clearly shown in the space provided. The pricing shall be extended to show the total when required.

The extensions in the column headed "EXTENDED TOTAL" are made for the sole purpose of facilitating bid comparisons and if there are any discrepancies between the unit prices and the total amount shown, the unit prices shall govern.

**BASIS OF AWARD:**

The bidder understands that the award shall be made to the lowest responsible and responsive bidder for the total of the items selected for award. The Owner reserves the right to withdraw any item(s) or Alternates from award consideration.

**DBE GOAL:**

No DBE contract goal has been established for this project.

**PROPOSAL AMOUNTS:**

BID ITEM	DESCRIPTION QUANTITY	SPEC. REF.	UNIT PRICE OR LUMP SUM (FIGURES)	UNIT PRICE OR LUMP SUM (WORDS)	EXTENDED TOTAL (FIGURES)
<b><u>BASE BID-APRON CONSTRUCTION AND RECONFIGURATION</u></b>					
1	Mobilization 1 LS	105	69,600. <sup>00</sup>	sixty nine thousand six hundred	69,600. <sup>00</sup>
2	Temporary Flagging Marking and Signing 1 LS	01300	By Owner – No Bid Required		
3	Construction Staking 1 LS	01406	By Owner – No Bid Required		
4	Unclassified Excavation 3,450 CY	P-152	By Owner – No Bid Required		
5	Stripping (4" Depth) 1,050 CY	P-152	By Owner – No Bid Required		
6	Unsuitable Excavation 100 CY	P-152	By Owner – No Bid Required		



## Attachment 2 - 13

BID ITEM	DESCRIPTION QUANTITY	SPEC. REF.	UNIT PRICE OR LUMP SUM (FIGURES)	UNIT PRICE OR LUMP SUM (WORDS)	EXTENDED TOTAL (FIGURES)
7	Subgrade Stabilization 100 CY	P-152	By Owner – No Bid Required		
8	Geotextile Fabric 7,335 SY	P-152	By Owner – No Bid Required		
9	Temporary Erosion and Sediment Control 1 LS	P-156	By Owner – No Bid Required		
10	Subbase Course (8") 1,800 CY	P-154	By Owner – No Bid Required		
11	Crushed Aggregate Base Course (5") 1,070 CY	P-208	By Owner – No Bid Required		
12	Bituminous Surface Course 1,375 TON	P-403	89.75	<i>Eighty nine dollars and seventy five cents</i>	123,406. <sup>25</sup>
13	Bituminous Prime Coat 6.3 TON	P-602	976.19	<i>nine hundred seventy six dollars and nineteen cents</i>	6,150.00
14	6" Perf. Corr. PE Underdrain w/Porous Backfill No. 2 750 LF	D-705	By Owner – No Bid Required		
15	12" Storm HDPE Pipe 465 LF	D-701	By Owner – No Bid Required		
16	6" Corr. PE Pipe 50 LF	D-705	By Owner – No Bid Required		
17	Underdrain Cleanout Wye 5 EA	Per Plan	By Owner – No Bid Required		
18	Catch Basin 2 EA	Per Plan	By Owner – No Bid Required		
19	Tie Down Anchor w/ Chains 24 EA	Per Plan	By Owner – No Bid Required		

## Attachment 2 - 14

BID ITEM	DESCRIPTION QUANTITY	SPEC. REF.	UNIT PRICE OR LUMP SUM (FIGURES)	UNIT PRICE OR LUMP SUM (WORDS)	EXTENDED TOTAL (FIGURES)
20	Hydroseeding 0.5 AC	T-901	By Owner – No Bid Required		
21	Pavement Marking (First Application) 1,750 SF	P-620	By Owner – No Bid Required		
22	Pavement Marking (Final Application) 1,750 SF	P-620	By Owner – No Bid Required		
23	Pavement Marking Removal 150 SF	P-620	By Owner – No Bid Required		
24	(2) 2-inch Schedule 40 PVC Conduit 55 LF	L-110	By Owner – No Bid Required		
25	Electrical Hand Hole 2 EA	Per Plan	By Owner – No Bid Required		
<b>BASE BID TOTAL</b>					<u>199,156.<sup>25</sup></u>

**BID BOND:**

Accompanying this Proposal is a certified check, cashier's check or bid bond payable to Morrow County, Oregon, in the sum of nineteen thousand nine hundred fifteen dollars and 63 cents (\$ 19,915.63), said amount being equal to ten percent (10%) of the Total Bid Amount, based on the foregoing prices. If this proposal shall be accepted by Morrow County and the undersigned shall fail to execute a satisfactory Public Improvement Contract, performance bond, and payment bond within seven (7) days from the date of the Notice of Award, then the Owner may, at its option, determine that the undersigned has abandoned the Contract and thereupon this proposal shall be null and void, and the above check or bond accompanying this proposal shall be forfeited to and become the property of the Owner.

Proposal 6 of 15

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# Attachment 2 - 15

**PUBLIC WORKS BOND:**

For projects over \$100,000, before starting work on a contract or subcontract for a public works project, a contractor or subcontractor shall file with the Construction Contractors Board a public works bond with a corporate surety authorized to do business in this state in the amount of \$30,000. The bond must provide that the contractor or subcontractor will pay claims ordered by the Bureau of Labor and Industries to workers performing labor upon public works projects. (ORS 279C.836).

**PREVAILING WAGE STATEMENT:**

The undersigned bidder declares by the signing of this Proposal that the provisions required by ORS 279C.840 pertaining to prevailing wage rates (and Federal wage rates) are included in this Proposal, and that the bidder will comply with said requirements throughout the duration of the contract.

**NON-DISCRIMINATION STATEMENT:**

By signing and submitting this Proposal to the Owner, the Bidder certifies that, per OAR 137-046-0210, it has not discriminated against any minority, women, or emerging small business enterprises in obtaining any subcontracts.

**ADDENDA:**

***By signing and submitting this Proposal to the Owner, bidder represents that it has examined and carefully studied the Contract Documents, and other data identified in the Contract Documents, and the following Addenda, receipt of which is hereby acknowledged:***

<b>ADDENDUM NO.</b>	<b>ADDENDUM DATE</b>
#01	07/05/17

# Attachment 2 - 16

**SIGNATURE OF BIDDER:**

Name of Bidder: Pioneer Asphalt, Inc. dba Pioneer Construction, Inc.

Signature of Authorized Agent: Jayne L. Clarke

(Date) 7/13/17

Title: Jayne L. Clarke, President

(SEAL)

Business Address: PO Box 38  
Pendleton, OR 97801

Phone #: 541-276-7885

Construction Contractors Board Registration No 41934 exp 06/27/2019

Workers Comp. Insurance Company: SAIF

Workers Comp. Policy/Binder Number: 524129

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# Attachment 2 - 17

## CERTIFICATION OF NONSEGREGATED FACILITIES

The federally assisted construction contractor certifies that he does not maintain or provide for his employees any segregated facilities at any of his establishments, and that he does not permit his employees to perform their services at any location, under his control, where segregated facilities are maintained. The federally assisted construction contractor certifies further that he will not maintain or provide for his employees segregated facilities at any of his establishments, and that he will not permit his employees to perform their services at any location, under his control, where segregated facilities are maintained. The federally assisted construction contractor agrees that a breach of this certification is a violation of the equal opportunity clause in this contract.

As used in this certification, the term "segregated facilities" means any waiting rooms, work areas, restrooms and washrooms, restaurants and other eating areas, time-clocks, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing facilities provided for employees which are segregated by explicit directive or are in fact segregated on the basis of race, color, religion, sex, or national origin, because of habit, local custom, or any other reason. The federally assisted construction contractor agrees that (except where obtained identical certification from proposed subcontractors for specific time periods) he will obtain identical certifications from proposed subcontractors prior to the award of subcontracts exceeding \$10,000 which are not exempt from the provisions of the equal opportunity clause, and that he will retain such certifications in his files.

Certification: The information above is true and complete to the best of my knowledge and belief.

Jayne L. Clarke, President

Name and Title of Signer (Please type)

Jayne L. Clarke  
Signature

7/13/17  
Date

NOTE: The penalty for making false statements in offers is prescribed in 18 U.S.C. 1001.

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# Attachment 2 - 18

## BIDDER'S STATEMENT ON PREVIOUS CONTRACTORS SUBJECT TO EEO CLAUSE

The Bidder (proposer) has   X   has not \_\_\_\_\_ participated in a previous contract subject to the nondiscrimination clause prescribed by Section 202 of Executive Order No. 11246 dated September 24, 1965.

The Bidder (proposer) has   X   had not \_\_\_\_\_ submitted compliance reports in connection with any such contract as required by applicable instructions.

If the Bidder (proposer) has participated in a previous contract subject to the nondiscrimination clause and has not submitted compliance reports as required by applicable instructions, the Bidder (proposer) shall submit Standard Form 100 (for federal construction contracts) with the bid or proposal indicating current compliance.

Jayne L. Clarke, President

Name and Title of Signer (Please type)

Jayne L. Clarke  
Signature

7/13/17  
Date

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# Attachment 2 - 19

## LETTER OF INTENT

Name of Bidder's Firm: Pioneer Asphalt, Inc. dba Pioneer Construction, Inc.

Bidder's Address: PO Box 38/73569 McKay Ln

City: Pendleton State OR Zip Code 97801

Name of DBE Firm: Pioneer Asphalt, Inc. dba Pioneer Construction, Inc.

Address: PO Box 38/73569 McKay Ln

City: Pendleton State OR Zip Code 97801

Telephone: 541-276-7885 Area Code: 541

State DBE Certification Number: 19

Description of work to be performed by DBE firm:

Items 1, 12, 13 Bituminous Surface and  
Prime Coat

Bidder intends to utilize the above-named minority firm for the work described above. The estimated amount of work is valued at \$ 100%. If the above-named bidder is not determined to be the successful bidder, the Letter of Intent shall be null and void.

By: Jayne L. Clarke  
(Signature)

Jayne L. Clarke, President

(Title)

(Copy this page for each DBE subcontractor)


(Letter of intent is not required if no DBE firms participate in the project)

# Attachment 2 - 20

## RESTRICTION ON FEDERAL PUBLIC WORKS PROJECTS

- (a) **General:** This clause implements provisions contained in the Airport and airway Safety and Capacity Expansion Act of 1987, Public Law No. 100223.
- (b) **Restrictions on Contract Award:** No contract will be awarded to a bidder (1) who is owned or controlled by one or more citizens or nationals of a foreign country included on the list of countries that discriminate against U.S. firms, published by the United States Trade Representative (USTR) or (2) whose subcontractors are owned or controlled by one or more citizens or nationals of a foreign country on such USTR list or (3) who incorporates in the project any production of a foreign country on such USTR List; unless a waiver to these restrictions is granted by the President of the United States or the Secretary of Transportation. (Notice of the granting of a waiver will be published in the Federal Register.)
- (c) **Certification:** By this page the bidder certifies that with respect to this solution, and any resultant contract the bidder:
1. Is \_\_\_\_\_ Is not   x   a contractor of a foreign country included on the USTR list;
  2. Has \_\_\_\_\_ Has not   x   entered into any contract with a subcontractor of a foreign country included on the USTR list;
  3. Has \_\_\_\_\_ Has not   x   entered into any contract for any product to be used on this project that is produced in a foreign country included on the USTR list.
- (d) The bidder may rely upon the certification of a prospective subcontractor for the above conditions unless the bidder has knowledge that the certification is erroneous.
- (e) **Erroneous Certification:** This certification is a material representation of fact upon which reliance was placed when making the award. If it is later determined that the bidder knowingly rendered an erroneous certification, the sponsor may cancel this contract for default at no cost to the sponsor.
- (f) **Subcontracts:** The bidder shall incorporate this clause, without modification, including this paragraph (f) in all solicitations and subcontracts under this contract.
- (g) **Applicability of 18 U.S.C. 1001:** This certification concerns a matter within the jurisdiction of the federal Aviation Administration and the making of a false or fraudulent certification may render the maker subject to prosecution under Title 18, Unites States Code, Section 1001.

**Firm Name** Pioneer Asphalt, Inc. dba Pioneer Construction, Inc.

**Authorized Signature** 

**Title** Jayne L. Clarke, President

**Date** 7/13/17

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JUNE 2017 | #1241400401



# Attachment 2 - 21

## BIDDER'S CERTIFICATION

The bidder hereby certifies that neither the bidder nor the bidder's principals are presently debarred, suspended or proposed for debarment by any federal agency. Bidder further agrees to include this clause in all subcontracts. Where the bidder or any subcontractors is unable to certify to this statement on explanation shall be attached to this proposal.

Firm Name Pioneer Asphalt, Inc. dba Pioneer Construction, Inc.

Authorized Signature Jayne L. Clarke

Title Jayne L. Clarke, President

Date Jayne L. Clarke 4/13/17

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## Attachment 2 - 22

### **CERTIFICATE OF BUY AMERICAN COMPLIANCE FOR MANUFACTURED PRODUCTS**

As a matter of bid responsiveness, the bidder or offeror must complete, sign, date, and submit this certification statement with their proposal. The bidder or offeror must indicate how they intend to comply with 49 USC § 50101 by selecting one on the following certification statements. These statements are mutually exclusive. Bidder must select one or the other (not both) by inserting a checkmark (✓) or the letter "X".

Bidder or offeror hereby certifies that it will comply with 49 USC § 50101 by:

- a) Only installing steel and manufactured products produced in the United States, or;
- b) Installing manufactured products for which the FAA has issued a waiver as indicated by inclusion on the current FAA Nationwide Buy American Waivers Issued listing, or;
- c) Installing products listed as an Excepted Article, Material or Supply in Federal Acquisition Regulation Subpart 25.108.

By selecting this certification statement, the bidder or offeror agrees:

1. To provide to the Owner evidence that documents the source and origin of the steel and manufactured product.
2. To faithfully comply with providing US domestic product
3. To furnish US domestic product for any waiver request that the FAA rejects
4. To refrain from seeking a waiver request after establishment of the contract, unless extenuating circumstances emerge that the FAA determines justified.

The bidder or offeror hereby certifies it cannot comply with the 100% Buy American Preferences of 49 USC § 50101(a) but may qualify for either a Type 3 or Type 4 waiver under 49 USC § 50101(b). By selecting this certification statement, the apparent bidder or offeror with the apparent low bid agrees:

1. To the submit to the Owner within 15 calendar days of the bid opening, a formal waiver request and required documentation that support the type of waiver being requested.
2. That failure to submit the required documentation within the specified timeframe is cause for a non-responsive determination may result in rejection of the proposal.

# Attachment 2 - 23

3. To faithfully comply with providing US domestic products at or above the approved US domestic content percentage as approved by the FAA.
4. To refrain from seeking a waiver request after establishment of the contract, unless extenuating circumstances emerge that the FAA determines justified.

## Required Documentation

**Type 3 Waiver** - The cost of the item components and subcomponents produced in the United States is more that 60% of the cost of all components and subcomponents of the "item". The required documentation for a type 3 waiver is:

- a) Listing of all product components and subcomponents that are not comprised of 100% US domestic content (Excludes products listed on the FAA Nationwide Buy American Waivers Issued listing and products excluded by Federal Acquisition Regulation Subpart 25.108; products of unknown origin must be considered as non-domestic products in their entirety).
- b) Cost of non-domestic components and subcomponents, excluding labor costs associated with final assembly at place of manufacture.
- c) Percentage of non-domestic component and subcomponent cost as compared to total "item" component and subcomponent costs, excluding labor costs associated with final assembly at place of manufacture.

**Type 4 Waiver** – Total cost of project using US domestic source product exceeds the total project cost using non-domestic product by 25%. The required documentation for a type 4 of waiver is:

- a) Detailed cost information for total project using US domestic product
- b) Detailed cost information for total project using non-domestic product

**False Statements:** Per 49 USC § 47126, this certification concerns a matter within the jurisdiction of the Federal Aviation Administration and the making of a false, fictitious or fraudulent certification may render the maker subject to prosecution under Title 18, United States Code.

7/13/17  
Date

Jayne L. Clarke  
Signature

Pioneer Asphalt, Inc. dba Pioneer Construction, Inc.  
Company Name

Jayne L. Clarke, President  
Title

Proposal 15 of 15

JUNE 2017| #1241400401

# Attachment 2 - 24

## BID BOND

KNOW ALL MEN BY THESE PRESENTS, that we, the undersigned,

Pioneer Asphalt Inc., dba Pioneer Construction Inc.

as Principal and Western Surety Company as Surety are hereby held and firmly bound unto Morrow County as OWNER in the penal sum of 10% of bid amount for the payment of which, well and truly to be made, we hereby jointly and severally bind ourselves, successors and assigns.

Signed this 17th day of July 2017.

The Condition of the above obligation is such that whereas the Principal has submitted to Morrow County a certain BID attached hereto and hereby made a part hereof to enter into a contract in writing, for the

Lexington Airport Apron Construction and Reconfiguration

NOW, THEREFORE,

(a) If said BID shall be rejected, or

(b) If said BID shall be accepted and the Principal shall execute and deliver a contract in the Form of Contract attached hereto (property completed in accordance with said BID) and shall furnish a BOND for his faithful performance of said contract, and for the payment of all persons performing labor or furnishing materials in connection therewith, and shall in all other respects perform the agreement created by the acceptance of said BID, then this obligation shall be void, otherwise the same shall remain in force and effect; it being expressly understood and agreed that the liability of the Surety for any and all claims hereunder shall, in no event, exceed the penal amount of this obligation as herein stated.

The Surety, for value received, hereby stipulates and agrees that the obligations of said Surety and its BOND shall be in no way impaired or affected by any extension of the time within which the OWNER may accept such BID; and said Surety does hereby waive notice of any such extension.

IN WITNESS WHEREOF, the Principal and the Surety have hereunto set their hands and seals and such of them as are corporations have caused their corporate seals to be hereto affixed and these presents to be signed by their proper officers, the day and year first set forth above.

Pioneer Asphalt Inc., dba Pioneer Construction Inc. (L.S.)

Principal

Western Surety Company

Surety

By:



Kylee Evans, Power of Attorney

IMPORTANT- Surety companies executing BONDS must appear on the Treasury Department's most current list (Circular 570 as amended) and be authorized to transact business in the state where the project is located.

# Western Surety Company

## POWER OF ATTORNEY APPOINTING INDIVIDUAL ATTORNEY-IN-FACT

Know All Men By These Presents, That WESTERN SURETY COMPANY, a South Dakota corporation, is a duly organized and existing corporation having its principal office in the City of Sioux Falls, and State of South Dakota, and that it does by virtue of the signature and seal herein affixed hereby make, constitute and appoint

**Kay Hunkapillar, Flossie Louise Keeler, Karen Kay Gipson, April Joy Rabb, Kylee Evans, Individually**

of Pendleton, OR, its true and lawful Attorney(s)-in-Fact with full power and authority hereby conferred to sign, seal and execute for and on its behalf bonds, undertakings and other obligatory instruments of similar nature

### - In Unlimited Amounts -

and to bind it thereby as fully and to the same extent as if such instruments were signed by a duly authorized officer of the corporation and all the acts of said Attorney, pursuant to the authority hereby given, are hereby ratified and confirmed.

This Power of Attorney is made and executed pursuant to and by authority of the By-Law printed on the reverse hereof, duly adopted, as indicated, by the shareholders of the corporation.

In Witness Whereof, WESTERN SURETY COMPANY has caused these presents to be signed by its Vice President and its corporate seal to be hereto affixed on this 26th day of April, 2017.

WESTERN SURETY COMPANY



Paul T. Bruflat  
Paul T. Bruflat, Vice President

State of South Dakota }  
County of Minnehaha } ss

On this 26th day of April, 2017, before me personally came Paul T. Bruflat, to me known, who, being by me duly sworn, did depose and say: that he resides in the City of Sioux Falls, State of South Dakota; that he is the Vice President of WESTERN SURETY COMPANY described in and which executed the above instrument; that he knows the seal of said corporation; that the seal affixed to the said instrument is such corporate seal; that it was so affixed pursuant to authority given by the Board of Directors of said corporation and that he signed his name thereto pursuant to like authority, and acknowledges same to be the act and deed of said corporation.

My commission expires  
June 23, 2021



J. Mohr  
J. Mohr, Notary Public

### CERTIFICATE

I, L. Nelson, Assistant Secretary of WESTERN SURETY COMPANY do hereby certify that the Power of Attorney hereinabove set forth is still in force, and further certify that the By-Law of the corporation printed on the reverse hereof is still in force. In testimony whereof I have hereunto subscribed my name and affixed the seal of the said corporation this 17<sup>th</sup> day of July, 2017.



WESTERN SURETY COMPANY

L. Nelson  
L. Nelson, Assistant Secretary

# Attachment 2 - 26

## Authorizing By-Law

### ADOPTED BY THE SHAREHOLDERS OF WESTERN SURETY COMPANY

This Power of Attorney is made and executed pursuant to and by authority of the following By-Law duly adopted by the shareholders of the Company.

Section 7. All bonds, policies, undertakings, Powers of Attorney, or other obligations of the corporation shall be executed in the corporate name of the Company by the President, Secretary, and Assistant Secretary, Treasurer, or any Vice President, or by such other officers as the Board of Directors may authorize. The President, any Vice President, Secretary, any Assistant Secretary, or the Treasurer may appoint Attorneys in Fact or agents who shall have authority to issue bonds, policies, or undertakings in the name of the Company. The corporate seal is not necessary for the validity of any bonds, policies, undertakings, Powers of Attorney or other obligations of the corporation. The signature of any such officer and the corporate seal may be printed by facsimile.

# Attachment 2 - 27

## BIDDERS LIST

All firms bidding or quoting on subcontracts for this DOT-assisted project are listed below:

<u>Firm Name</u>	<u>Address</u>	<u>CERTIFIED DBE</u> (Y or N)	<u>Age of Firm</u>	<u>GRS*</u>
Pioneer Asphalt Inc dba Pioneer Construction, Inc.	PO Box 38 Pendleton OR 97801	Y	39 yrs	3

\*GRS – Annual Gross Receipts  
Enter 1 for less than \$1 million  
Enter 2 for more that \$1 million, less than \$5 million  
Enter 3 for more than \$5 million, less than \$10 million  
Enter 4 for more than \$10 million, less than \$15 million  
Enter 5 for more than \$15 million

# Attachment 2 - 28

## FIRST TIER SUBCONTRACTOR DISCLOSURE FORM (ORS 279C.370)

PROJECT NAME: Lexington Airport Apron Construction and Reconfiguration

BID SUBMITTAL: DATE: July 13, 2017 TIME: 2:00 p.m.

DISCLOSURE DEADLINE: DATE: July 13, 2017 TIME: 4:00 p.m.

List below the Name, Address, Contact Name and Telephone Number of each subcontractor that will be furnishing labor or labor and materials that are required to be disclosed. Enter "NONE" if there are no subcontractors that need to be disclosed. (Attach additional sheets if needed).

Name/Address	Nature of Work Performed	Contact Phone #	Contract Amount
1. <u>None</u>			
2.			
3.			
4.			
5.			

The above listed First-Tier Subcontractor(s) are providing labor or labor and materials with a dollar value equal to or greater than:

- 5% of the total Contract Price, but at least \$15,000 (including all alternates). If the dollar value is less than \$15,000 do not list the subcontractor above; or,
- \$350,000 regardless of the percentage of the total Contract Price.

**FAILURE TO SUBMIT THIS FORM BY THE BID OPENING DEADLINE WILL RESULT IN A BID SUBMITTED BECOMING NON-RESPONSIVE, AND SUCH BIDS SHALL NOT BE CONSIDERED FOR AWARD.**

FORM SUBMITTED BY (BIDDER NAME): Pioneer Asphalt, Inc. dba Pioneer Const. Inc.

CONTACT NAME: Jayne Clarke PHONE #: 541-276-7885

DELIVER FORM TO AGENCY: Morrow County, Department of Public Works

PERSON DESIGNATED TO RECEIVE FORM: Public Works Director PHONE: 541.989.9500

AGENCY ADDRESS: 365 West Highway 74, Lexington Oregon, 97839



## Attachment 2 - 29

UNLESS OTHERWISE STATED IN THE ORIGINAL SOLICITATION, THIS DOCUMENT SHALL NOT BE FAXED. IT IS THE RESPONSIBILITY OF THE BIDDERS TO SUBMIT THIS DISCLOSURE FORM AND ANY ADDITIONAL SHEETS, WITH THE PROJECT NAME CLEARLY MARKED, AT THE LOCATION INDICATED BY THE SPECIFIED DISCLOSURE DEADLINE. SEE INSTRUCTIONS TO BIDDERS.

Rev: 03-09-2000 Agency will insert "N/A" above if the Contract amount value is anticipated to be less than \$100,000. Otherwise this form must be submitted within two working hours of the advertised bid closing date and time; no later than the DISCLOSURE DEADLINE stated above. Bids which are submitted by Bid Closing, but for which the separate disclosure submittal has not been made by the specified deadline, are Not Responsive and shall not be considered for Contract award.

## Attachment 3



July 13, 2017

Sandi Pointer  
Morrow County Public Works  
365 W. Hwy 74,  
Lexington, OR 97839

FAA Project Number: 3-41-0034-008  
CWEC Project Number: 12414.004.01

**RE: Morrow County Lexington Airport – Apron Construction and Reconfiguration**

Dear Sandi,

Bids for the above-mentioned project were received and opened on July 13, 2017. Two (2) bids were received for the select, non-Force Account works items (Mobilization, P-403, and P-602). The low bid was received from Pioneer Asphalt, Inc. dba Pioneer Construction, Inc. (Pioneer).

Century West Engineering reviewed Pioneer's bid and found no arithmetic errors in their proposal. No DBE contract goal was established in the contract documents, though Pioneer is a state-certified DBE. All requirements of the proposal were met.

Between federal, state, and local sources, sufficient funding is anticipated to construct the Morrow County Lexington Airport – Apron Construction and Reconfiguration project. The total amount bid was \$199,156.25. A copy the bid tabulation, including Engineer's Estimate and Force Account Summary, will follow this letter.

Century West Engineering therefore recommends that this project be awarded to Pioneer Asphalt, Inc. dba Pioneer Construction, Inc. for the proposed amount of \$199,156.25 to construct the non-Force Account work.

If you have any questions about this recommendation of award, please call me at 541-322-8962.

Sincerely,

A handwritten signature in black ink, appearing to read "Thomas Headley". The signature is fluid and cursive, with a long horizontal stroke extending to the right.

Thomas Headley, PE  
Project Manager

Cc: Dan Stewart, FAA; Burke O'Brien, Morrow County



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

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

Sign Wheatridge SIP CSF Distribution IGA

**2. FISCAL IMPACT:**

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

Attach additional background documentation as needed.

INTERGOVERNMENTAL AGREEMENT FOR  
STRATEGIC INVESTMENT PROGRAM (SIP) DISTRIBUTION  
OF COMMUNITY SERVICE FEE UNDER ORS 285C.609(6)/285C.623(6)

The governments of Morrow County, the Morrow County Health District, Umatilla-Morrow Radio & Data District, Port of Morrow, Morrow County URD, Boardman RFD, Heppner, RFD, Oregon Trial Library District, Ione Library District, Ione RFD, Ione-Lexington Cemetery District, and Willow Creek Park District (collectively “the parties”) do hereby enter into this INTERGOVERNMENTAL AGREEMENT for the purpose of distribution, amongst the parties specified below, of the community service fee collected in each of 15 years (“the fee payment”), respective to an eligible project of the Strategic Investment Program (“SIP”) under Oregon Revised Statute (ORS) 265C.600 to 285C.626 and 307.123.

RECITAL AND FINDINGS

- WHEREAS, the Oregon Legislature has established SIP to promote local hiring and industrial competitiveness in Oregon for exceptionally large capital investments.
- WHEREAS, SIP provides for local governments to enter into agreements with business firms engaged in a traded-sector industry, in order to attract and retain long-term investment and employment in exchange for limitations on the taxable assessment of property.
- WHEREAS, the Oregon Economic and Community Development Commission approved the Strategic Investment Program between Morrow County and Wheatridge Wind Energy, LLC, et. al., (“the Zone”).
- Whereas, Wheatridge Wind Energy, LLC (“the firm”), et. al., has entered into an agreement to receive SIP tax treatment with submitted necessary commitments to the county under ORS 285C.609(4)(a).
- WHEREAS, pursuant to the agreement with the firm and requirements for the Zone, the firm will make the fee payment to the county in each of 15 years subject to SIP tax treatment in an amount equal to twenty-five percent (25%) of the property tax savings resulting from the SIP exemption on property for the current property tax year, up to a maximum in any one year of \$500,000, consistent with ORS 285C.609.
- WHEREAS, the fee payment is not considered as payment in lieu of taxes.
- WHEREAS, under ORS 285C.609 the county shall distribute the collected fee payment based on an additional agreement that is entered into among the county and at least enough local taxing districts listed under ORS 198.010 OR 198.180 to account for seventy-five percent (75%) or more of all such districts’ property tax

authority where the SIP-assessed property is located. As well as the government of any city if the project is located within its corporate limits.

- WHEREAS, the location of the proposed SIP project is currently proposed in the following local taxing districts listed under ORS 198.010 or 198.180 have permanent or local option rate authority to levy ad valorem taxes on real and personal property within those areas: Morrow County, Morrow County Health District, Umatilla-Morrow Radio & Data District, Port of Morrow, Morrow County URD, Boardman RFD, Heppner RFD, Oregon Trial Library District, Ione Library District, Ione RFD, Ione-Lexington Cemetery District, and Willow Creek Park District.
- WHEREAS, it was determined that the proposed Morrow County 4-H, Extension, & Agricultural Research Service District be included in this agreement so long as the district is approved by voters in the May 2018 election.

NOW, THEREFORE, in consideration of mutual agreements, covenants and promises contained hereunder, the parties do hereby agree as follows:

1. DISTRIBUTION AND DISBURSEMENT

- 1.1 Within thirty (30) days of collecting the fee payment from the firm, the county shall disburse a portion of each year's collected amount to all specified parties as computed under this section.
- 1.2 Morrow County, the Morrow County Health District, Umatilla-Morrow Radio & Data District, Port of Morrow, Morrow County URD, Boardman RFD, Heppner RFD, Oregon Trial Library District, Ione Library District, Ione RFD, Ione-Lexington Cemetery District, and Willow Creek Park District have agreed to a distribution as follows:
  - 1.2.1: Morrow County has waived their share of the community service distribution.
  - 1.2.2: Morrow County 4-H, Extension, & Agricultural Research Service District will be eligible to receive distribution under Section 1.2.4 so long as the district is approved by the voters in the May 2018 election.
  - 1.2.3: After completion of the project, if it is determined that certain taxing districts are no longer in the project location, those taxing districts will be removed from this agreement and shall not receive funds from the community service fee.
  - 1.2.4: The community service fee shall be divided on a pro rata basis based on the tax rate existing at the time of the distribution among the voting members.

2. REPORTING AND ADMINISTRATION

- 2.1 With each disbursement the county shall provide to the party a statement showing the fee payment, the shares distributed to each party and the property tax rates used for the computations under Section 1, above.
- 2.2 Upon request by any party, the county, with assistance from the county assessor, shall furnish to each party relevant current and previous assessed values of the firm's property by tax code area - with and without SIP - and the resulting property tax savings for the firm.
- 2.3 The county shall notify all parties if the firm fails to make the fee payment, which may be done once with the first year during the term of this agreement, when the failure is a consequence either of disallowance of the firm's SIP benefit, or of the SIP project property's real market value not exceeding the taxable portion under ORS 307.123(1)(a), effectively negating property tax savings for the firm.

3. EFFECTIVE DATE/TERM OF AGREEMENT

- 3.1 This agreement shall be effective upon the date of its final execution by signature of all parties and may be signed in counterparts, or on the date of determination by the Oregon Economic and Community Development Commission that the firm's project property shall receive SIP tax treatment, whichever occurs later.
- 3.2 The agreement shall expire on June 30 of the tax year at the conclusion of the 15-year period under ORS 307.123(1)(b).

Accepting for Morrow County

\_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Accepting for Morrow County Health District:

\_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Accepting for Port of Morrow

\_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Accepting for Boardman RFD

\_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Accepting for Oregon Trail Library District

\_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Accepting for Willow Creek Park District

\_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_



Accepting for Umatilla-Morrow Radio & Data District

\_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Accepting for Morrow County Unified Recreational District

\_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Accepting for Heppner RFD

\_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Accepting for Ione Library District

\_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Accepting for Ione RFD

\_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Accepting for Ione-Lexington Cemetery District

\_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_



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

(For BOC Use)
Item #
4e

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

Staff Contact: John A. Bowles Phone Number (Ext): 5102
Department: Morrow County Sheriff's Office Requested Agenda Date: 03-07-2018
Short Title of Agenda Item: Replacement vehicle for Deputy Lane Bose

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

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)**

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

This is the replacement vehicle for Deputy Lance Bose. This is currently a claim being handled by Don Rocheleau with CIS. I spoke with Don and he advised to purchase the vehicle, have it outfitted and then send him the final invoice to be processed. The mentioned vehicle is a 2018 Dodge Charger Police AWD.

**2. FISCAL IMPACT:**

The Finance Director review the Purchase Pre-Authorization Request and signed (See the attached form).

MCSO has the funds to cover this purchase in the current budget. Funds will be reimbursed from insurance.

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

Approve the described Purchase Pre-Authorization Request as presented and authorize Undersheriff John A. Bowles to order and purchase the described replacement vehicle.

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: John A. Bowles Phone Number (Ext): 5102

Department: Morrow County Sheriff's Office Date: 03/05/2018

Purchase Amount: \$24,231.00 Budget Line: 101-113-5-40-4413

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

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

**Description:**

This is the replacement vehicle for Deputy Lance Bose. This is currently a claim being handled by Don Rocheleau with CIS. I spoke with Don and he advised to purchase the vehicle, have it outfitted and then send him the final invoice to be processed. The mentioned vehicle is a 2018 Dodge Charger Police AWD.

[Signature]  
Finance Director signature

John A. Bowles  
Department signature

\_\_\_\_\_  
Board of Commissioners

03/05/2018  
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:

Quote/Proposal 2:

Quote/Proposal 3:

\*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:

Move to approve the described Purchase Pre-Authorization Request as presented and authorize Undersheriff John A. Bowles to order and purchase the described replacement vehicle. A 2018 Dodge Charger AWD Police Package vehicle.

# IN STOCK UNIT

**WITHNELL DODGE**  
**2650 COMMERCIAL SE**  
**SALEM, OR 973024451**

**Priced Order Confirmation (POC)**

<b>Date Printed:</b>	2018-01-12 6:45 PM	<b>VIN:</b>	2C3CDXKT3JH140028	<b>Quantity:</b>	01
<b>Estimated Ship Date:</b>	2017-08-23 12:59 AM	<b>VON:</b>	38924722	<b>Status:</b>	KZ - Released by plant and invoiced
<b>Date Ordered:</b>	2017-07-11 12:00 AM			<b>FAN 1:</b>	48979 State of Oregon
				<b>FAN 2:</b>	
				<b>Client Code:</b>	
				<b>Bid Number:</b>	TB7086
				<b>PO Number:</b>	MATT

**Sold to:**  
 WITHNELL DODGE (56440)  
 2650 COMMERCIAL SE  
 SALEM, OR 973024451

**Ship to:**  
 WITHNELL DODGE (56440)  
 2650 COMMERCIAL SE  
 SALEM, OR 973024451

**Vehicle:** **2018 CHARGER POLICE AWD (LDEE48)**

	Sales Code	Description	MSRP(USD)
<b>Model:</b>	LDEE48	CHARGER POLICE AWD	36,750
<b>Package:</b>	29A	Customer Preferred Package 29A	0
	EZH	5.7L V8 HEMI MDS VVT Engine	0
	DGJ	5-Speed Auto W5A580 Transmission	0
<b>Paint/Seat/Trim:</b>	PW7	White Knuckle Clear Coat	0
	APA	Monotone Paint	0
	*C8	HD Cloth Bucket & Rear Bench Seats	0
	-X9	Black	0
	<b>Options:</b>	3AH	Price Protection - Code H
	NAS	50 State Emissions	0
	LNF	Black Left Spot Lamp	210
	GXA	Entire Fleet Alike Key (FREQ 2)	140
	CW6	Deactivate Rear Doors/Windows	75
	AWC	Fleet Safety Group	595
	2SQ	FCA Fleet Powertrain Care	0
	YGF	8 Additional Gallons of Gas	0
	4FT		0
	5N6	Easy Order	0
	4FT	Fleet Sales Order	0
	4EA	Sold Vehicle	0
<b>Non Equipment:</b>	4M1	Retail to Bid Diversion Tracking	0
	4KA	Special Bid Handling	0
	4FA	Special Bid-Ineligible For Incentive	0
	4ES	Delivery Allowance Credit	0
	4DH	Prepaid Holdback	0
<b>Discounts:</b>	3B7	Officer Protection Package Discount	-595
<b>Destination Fees:</b>			1,095

**Total Price: 38,270**

<b>Order Type:</b>	Fleet	<b>PSP Month/Week:</b>	
<b>Scheduling Priority:</b>	1-Sold Order	<b>Build Priority:</b>	01
<b>Customer Name:</b>			
<b>Customer Address:</b>			

\$ 24,231.00

**Instructions:**

**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.**

## John Bowles

---

**From:** Karen Wolff  
**Sent:** Monday, February 26, 2018 10:53 AM  
**To:** John Bowles  
**Cc:** Darrell Green  
**Subject:** FW: Attached Image APDMORC2018079528 Charger Equipment Values

John,

Please see the email string below. I scanned the three pages of costs that you provided to me earlier.

I will be out of the office Feb. 28 – March 11. I don't want to hold up the process on the replacement of the vehicle. Could you please contact Don to figure out how you want to proceed. His contact information is at the bottom of the page.

I will be checking emails Feb. 28 – March 2. Let me know if I can help in any way.

### Karen Wolff

Human Resources Director  
P.O. Box 788  
Heppner, OR 97836  
541-676-5620 or x5620  
541-377-7197 cell  
[kwolff@co.morrow.or.us](mailto:kwolff@co.morrow.or.us)  
[www.co.morrow.or.us](http://www.co.morrow.or.us)

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**From:** Don Rocheleau [mailto:drocheleau@cisoregon.org]  
**Sent:** Monday, February 26, 2018 10:48 AM  
**To:** Karen Wolff <kwolff@co.morrow.or.us>  
**Subject:** RE: Attached Image APDMORC2018079528 Charger Equipment Values

Hi Karen,

The cost to replace the Charger through the State bid is \$24,231.00. I got the amount from Matt at Withnell Dodge. I also need to know where the prices came from on the damaged equipment. I will need that quote or invoice from the vendor.

Thanks,  
Don

---

**From:** Karen Wolff [mailto:kwolff@co.morrow.or.us]  
**Sent:** Monday, February 26, 2018 10:05 AM  
**To:** Don Rocheleau <drocheleau@cisoregon.org>  
**Subject:** FW: Attached Image APDMORC2018079528 Charger Equipment Values

Don,

This is in regard to the Dodge Charger that our deputy rolled on 12/30/2017.



The attached lists of equipment and values were provided by Undersheriff Bowles.

Do you need any other information?

**Karen Wolff**

Human Resources Director

P.O. Box 788

Heppner, OR 97836

541-676-5620 or x5620

541-377-7197 cell

[kwolff@co.morrow.or.us](mailto:kwolff@co.morrow.or.us)

[www.co.morrow.or.us](http://www.co.morrow.or.us)

**From:** [BatholomewUpper-Copier@co.morrow.or.us](mailto:BatholomewUpper-Copier@co.morrow.or.us) [mailto:[BatholomewUpper-Copier@co.morrow.or.us](mailto:BatholomewUpper-Copier@co.morrow.or.us)]

**Sent:** Monday, February 26, 2018 9:52 AM

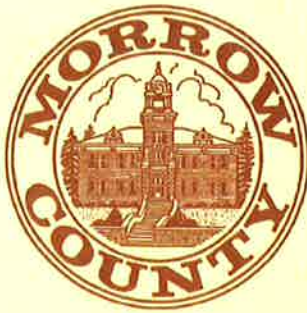
**To:** Karen Wolff <[kwolff@co.morrow.or.us](mailto:kwolff@co.morrow.or.us)>

**Subject:** Attached Image



**Don Rocheleau** | P/L Senior Claims Consultant  
CIS | P.O. Box 1469 | Lake Oswego, OR 97035  
p 503-763-3873 | 800-922-2684 x3873 | f 503-763-3973  
[www.cisoregon.org](http://www.cisoregon.org)

*Register today for the CIS Annual Conference, Feb. 28 - March 2 in Salem. Our agenda is focused on the unique risk management and benefits needs of Oregon's public entities; we share resources and information to help our members face their challenges. Visit [cisoregon.org/conference](http://cisoregon.org/conference) for more information.*



# TREASURER

**Gayle L. Gutierrez**

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

March 7, 2018

To: Morrow County Board of Commissioners  
From: Gayle L. Gutierrez, Morrow County Treasurer  
Re: Treasurer's Monthly Financial Statements as per ORS 208.090

The first two and a half pages of the Pooled Cash Report will tell you the cash amount in each individual fund.

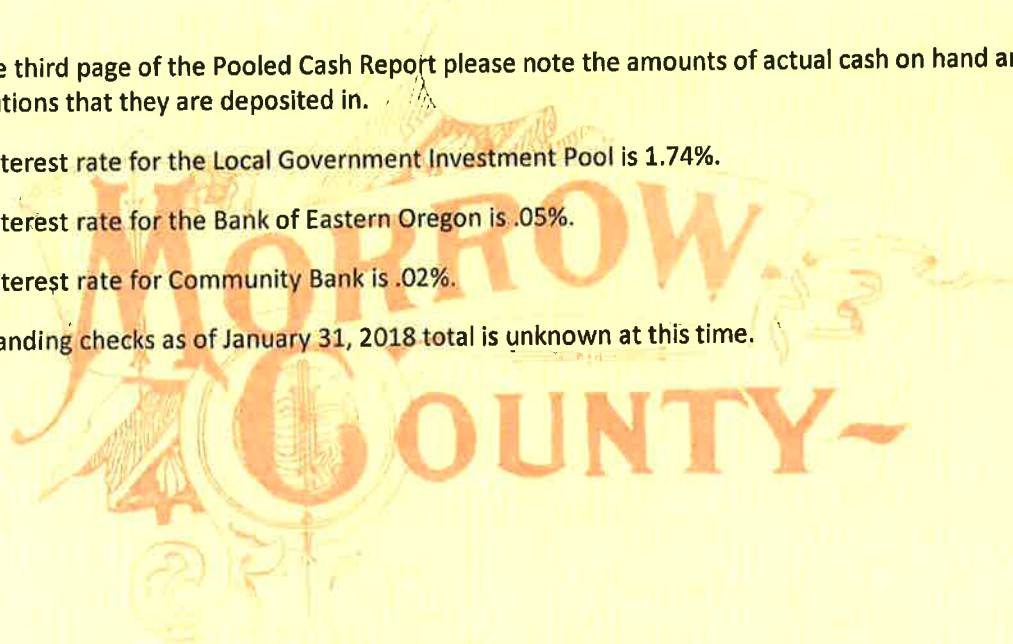
On the third page of the Pooled Cash Report please note the amounts of actual cash on hand and what institutions that they are deposited in.

The interest rate for the Local Government Investment Pool is 1.74%.

The interest rate for the Bank of Eastern Oregon is .05%.

The interest rate for Community Bank is .02%.

Outstanding checks as of January 31, 2018 total is unknown at this time.



FUND	ACCOUNT#	ACCOUNT NAME	BEGINNING BALANCE	CURRENT ACTIVITY	CURRENT BALANCE
<u>CLAIM ON CASH</u>					
101-100-1-10-1500		GENERAL FC W/TREASURER	10,358,382.51 (	1,031,879.38)	9,326,503.13
200-100-1-10-1500		HERITAGE TRAIL FC W/TREAS	17,313.27	25.75	17,339.02
201-100-1-10-1500		ROAD EQUIP FC W/TREASURER	257,616.72	383.20	257,999.92
202-100-1-10-1500		ROAD FC W/TREASURER	567,309.00 (	246,383.72)	320,925.28
203-100-1-10-1500		FINLEY BUTTES FC W/TREASURER	137,697.47	28,403.05	166,100.52
204-100-1-10-1500		YOUTH/CHILD FC/TREASURER	66,157.92	0.00	66,157.92
205-100-1-10-1500		AIRPORT FC W/TREASURER	5,542.45	10,941.58	16,484.03
206-100-1-10-1500		LAW LIBRARY FC W/TREASURER	37,348.38 (	1,738.12)	35,610.26
207-100-1-10-1500		911 FC W/TREASURER	98,085.97	49,950.00	148,035.97
208-100-1-10-1500		SURVEYOR PRES FC/TREASURER	197,659.23	1,388.38	199,047.61
209-100-1-10-1500		CSEPP FC W/TREASURER	0.00	0.00	0.00
210-100-1-10-1500		FINLEY BUTTES LIC. FC W/TREAS	511,243.97	111,608.01	622,851.98
211-100-1-10-1500		MCSD CO SCHOOL FC W/TREAS	112.30	109.97	222.27
212-100-1-10-1500		ISD COMMON SCH FC W/TREASURER	10.92	10.72	21.64
214-100-1-10-1500		FAIR FC W/TREASURER	105,850.64	52,030.91	157,881.55
215-100-1-10-1500		COMP EQUIP FC W/TREASURER	44,259.20	65.84	44,325.04
216-100-1-10-1500		STF FC W/TREASURER	14,086.82	6,990.12	21,076.94
217-100-1-10-1500		PROGRAMMING RES FC W/TREASURER	54,262.89	80.72	54,343.61
218-100-1-10-1500		ENFORCEMENT FC W/TREAS	22,473.27	33.43	22,506.70
219-100-1-10-1500		VIDEO LOTTERY FC W/TREAS	31,695.35	47.15	31,742.50
220-100-1-10-1500		VICTIM/WITNESS FC W/TREAS	29,680.72 (	12,737.99)	16,942.73
222-100-1-10-1500		WILLOW CREEK FEES FC W/TREAS	34,537.37	51.37	34,588.74
223-100-1-10-1500		CAMI GRANT FC W/TREAS	18,244.09	27.14	18,271.23
224-100-1-10-1500		WEED EQUIP RES. FC W/TREAS	5,062.22	4,451.46	9,513.68
225-100-1-10-1500		STF VEHICLE FC W/TREAS	140,268.94	208.65	140,477.59
226-100-1-10-1500		FAIR ROOF FC W/TREAS	17,632.85	26.23	17,659.08
227-100-1-10-1500		HEPPNER ADMIN BLDG FC W/TREAS	48,553.54	72.22	48,625.76
228-100-1-10-1500		SAFETY COMMITTEE FC W/TREAS	21,235.94 (	14.70)	21,221.24
229-100-1-10-1500		BLEACHER RESERVE FC W/TREAS	26,134.90	38.88	26,173.78
230-100-1-10-1500		RODEO FC W/TREAS	45,903.24	68.28	45,971.52
231-100-1-10-1500		JUSTICE COURT FC W/TREAS	52,972.74	4,821.29	57,794.03
233-100-1-10-1500		CLERKS RECORD FC W/TREAS	16,689.24	155.93	16,845.17
234-100-1-10-1500		DUII IMPACT FC W/TREAS	26,286.55	39.10	26,325.65
236-100-1-10-1500		FAIR IMPROV. FUND FC W/TREAS	5,573.94	8.29	5,582.23
237-100-1-10-1500		BUILDING PERMIT FC W/TREAS	543,275.28	30,429.50	573,704.78
238-100-1-10-1500		PARK FC W/TREAS	193,781.62	127,316.69	321,098.31
240-100-1-10-1500		EQUITY FC W/TREAS	184,456.19 (	99,730.42)	84,725.77
241-100-1-10-1500		BUILDING RESERVE FC W/TREAS	168,906.64	251.25	169,157.89
243-100-1-10-1500		LIQUOR CONTROL FC W/TREAS	819.41	1.22	820.63
245-100-1-10-1500		WPF FC W/TREASURER	12,257.73	0.00	12,257.73
321-100-1-10-1500		FOREST SERVICE FC W/TREAS	60,210.99	89.56	60,300.55
322-100-1-10-1500		COURT SECURITY FC W/TREAS	145,681.60	994.53	146,676.13
500-100-1-10-1500		ECHO WINDS FC W/TREAS	41,589.55	61.86	41,651.41
501-100-1-10-1500		SHEPHERDS FLAT FC W/TREAS	1,643,666.87	2,444.95	1,646,111.82
502-100-1-10-1500		MO CO ENTERPRIZE ZO FC W/TREAS	0.00	0.00	0.00
504-100-1-10-1500		STO FC W/TREAS	47,317.19 (	4,176.68)	43,140.51
505-100-1-10-1500		IONE/LEX CEM-IRRIG FC W/TREAS	10,714.03	15.94	10,729.97
510-100-1-10-1500		P & P FC W/TREAS	86,298.46	18,447.69	104,746.15
514-100-1-10-1500		IONE SD B & I FC W/TREAS	37,172.98 (	35,363.01)	1,809.97

MORROW COUNTY, OREGON  
 POOLED CASH REPORT (FUND 999)  
 AS OF: JANUARY 31ST, 2018

FUND	ACCOUNT#	ACCOUNT NAME	BEGINNING BALANCE	CURRENT ACTIVITY	CURRENT BALANCE
515-100-1-10-1500	BOARDMN URB REN FC W/TREAS		241.41	231.96	473.37
516-100-1-10-1500	RADIO DIST FC W/TREAS		7,204.61 (	519.42)	6,685.19
519-100-1-10-1500	WEST BOARDMN URA FC W/TREAS		203.55	190.10	393.65
521-100-1-10-1500	PGE CARTY FC W/TREAS		50,298.03	78.56	50,376.59
617-100-1-10-1500	MO CO HEALTH DIST FC W/TREAS		41,366.61 (	3,839.19)	37,527.42
618-100-1-10-1500	IRRIGON SEWER FC W/TREAS		0.00	0.00	0.00
619-100-1-10-1500	WEST EXTENSION FC W/TREAS		0.00	0.00	0.00
620-100-1-10-1500	BLACK MNT FC W/TREAS		0.01	0.00	0.01
621-100-1-10-1500	CITY OF BOARDMAN B & I FC W/TR		1,979.81	1,950.70	3,930.51
622-100-1-10-1500	CITY OF HEPPNER B & I FC W/TRE		0.26	0.00	0.26
623-100-1-10-1500	CITY OF IRRIGON B & I FC W/TRE		1,028.43	1,016.10	2,044.53
624-100-1-10-1500	CITY OF LEXINGTON B & I FC W/T		1,006.95	118.05	1,125.00
625-100-1-10-1500	BOARDMAN PARK & REC B & I		0.00	0.00	0.00
626-100-1-10-1500	MAN. STRUCTURE OMBUDSMAN		25.44	24.31	49.75
628-100-1-10-1500	WILLOW CREEK PARK B & I FC W/T		3,052.64	28.48	3,081.12
629-100-1-10-1500	PORT OF MORROW B & I FC W/TREA		0.00	0.00	0.00
630-100-1-10-1500	PORT OF MORROW FC W/TREAS		3,565.48 (	257.35)	3,308.13
631-100-1-10-1500	CITY OF BOARDMAN FC W/TREAS		8,496.25	8,269.17	16,765.42
632-100-1-10-1500	CITY OF HEPPNER FC W/TREAS		1,811.92	1,751.48	3,563.40
633-100-1-10-1500	CITY OF IONE FC W/TREAS		287.26	278.68	565.94
634-100-1-10-1500	CITY OF IRRIGON FC W/TREAS		887.23	861.92	1,749.15
635-100-1-10-1500	CITY OF LEXINGTON FC W/TREAS		172.08	167.81	339.89
636-100-1-10-1500	BOARDMAN RFPD FC W/TREAS		4,941.08	20,957.57	25,898.65
638-100-1-10-1500	HEPPNER RFPD FC W/TREAS		275.74	267.88	543.62
639-100-1-10-1500	IRRIGON RFPD FC W/TREAS		515.83	501.17	1,017.00
640-100-1-10-1500	IONE RFPD FC W/TREAS		574,051.93 (	7,281.43)	566,770.50
641-100-1-10-1500	S GILLIAM RFPD FC W/TREAS		107.83	1.19	109.02
642-100-1-10-1500	BOARDMAN CEMETERY FC W/TREAS		111.44	106.73	218.17
643-100-1-10-1500	HEPPNER CEMETERY FC W/TREAS		232.06	225.09	457.15
644-100-1-10-1500	IONE-LEX CEMETERY FC W/TREAS		106,608.27 (	3,320.30)	103,287.97
645-100-1-10-1500	IRRIGON CEMETERY FC W/TREAS		97.44	93.87	191.31
646-100-1-10-1500	WILLOW CREEK PARK FC W/TREAS		13,428.47 (	12,081.56)	1,346.91
647-100-1-10-1500	BOARDMAN PARK FC W/TREAS		1,176.54	1,127.03	2,303.57
648-100-1-10-1500	IRRIGON PARK FC W/TREAS		387.50	374.67	762.17
649-100-1-10-1500	BOARDMAN PK B&I FC W/TREASURER		3,015.37	2,782.85	5,798.22
650-100-1-10-1500	MO CO UNIFIED REC FC W/TREAS		891,973.20	19,258.10	911,231.30
651-100-1-10-1500	HEPPNER WATER CONTROL FC W/TRE		43.46	42.59	86.05
652-100-1-10-1500	MO CO SCHOOL DIST FC W/TREAS		32,860.47	32,412.85	65,273.32
653-100-1-10-1500	MO CO SCHOOL B & I FC W/TREAS		1,804,428.96	18,664.05	1,823,093.01
654-100-1-10-1500	UMATILLA-MORROW ESD FC W/TREAS		26,067.94 (	1,910.94)	24,157.00
655-100-1-10-1500	CHAPLAINCY PROG FC W/TREAS		13.56	0.02	13.58
656-100-1-10-1500	IONE-LEX CEM PERP FC W/TREAS		25,844.75	0.00	25,844.75
657-100-1-10-1500	IONE-LEX CEM EQUIP FC W/TREAS		13,200.99	19.64	13,220.63
658-100-1-10-1500	BMCC FC W/TREASURER		27,995.05 (	16,345.44)	11,649.61
659-100-1-10-1500	BMCC B & I FC W/TREASURER		9,115.11 (	5,314.69)	3,800.42
660-100-1-10-1500	NORTH MO VECTOR CONT FC W/TREA		1,889.12	8,111.90	10,001.02
662-100-1-10-1500	IONE LIBRARY DIST FC W/TREAS		8,560.53 (	8,154.79)	405.74
663-100-1-10-1500	OREGON TRAIL LIB FC W/TREAS		1,937.18	7,372.82	9,310.00
665-100-1-10-1500	STATE & FED WILDLIFE FC W/TREA		0.00	0.00	0.00
666-100-1-10-1500	STATE FIRE PATROL FC W/TREAS		876.16	859.47	1,735.63
667-100-1-10-1500	EOFT FC W/TREASURER		0.00	0.00	0.00

MORROW COUNTY, OREGON  
 POOLED CASH REPORT (FUND 999)  
 AS OF: JANUARY 31ST, 2018

FUND	ACCOUNT#	ACCOUNT NAME	BEGINNING BALANCE	CURRENT ACTIVITY	CURRENT BALANCE
668-100-1-10-1500		TAX APPEALS FC W/TREAS	0.00	0.00	0.00
669-100-1-10-1500		SCHOLARSHIP TRUST FC W/TREAS	10,319.72	15.35	10,335.07
670-100-1-10-1500		ADV COLL 04-05 FC W/TREAS	0.00	0.00	0.00
671-100-1-10-1500		ADV COLL 03-04 FC W/TREAS	300.69	0.45	301.14
672-100-1-10-1500		ADV COLL 05-06 FC W/TREAS	0.00	0.00	0.00
673-100-1-10-1500		PREPAID TAX FC W/TREAS	0.00	0.00	0.00
674-100-1-10-1500		SALE OF CO LAND FC W/TREAS	0.00	0.00	0.00
675-100-1-10-1500		TREASURER TRUST FC W/TREAS	1,088.22	1.62	1,089.84
676-100-1-10-1500		IONE RFPD RESERVE FC W/TREAS	164,220.78	244.28	164,465.06
678-100-1-10-1500		STATE ADMIN CONT FC W/TREAS	0.00	0.00	0.00
680-100-1-10-1500		PERSONAL PROPERTY SALES FC W/T	0.00	0.00	0.00
681-100-1-10-1500		COUNTY A & T FC W/TREAS	14,500.46	( 6,315.12)	8,185.34
682-100-1-10-1500		STATE FIRE FC W/TREAS	0.00	0.00	0.00
683-100-1-10-1500		PILOT ROCK RFPD FC W/TREAS	1,769.37	19.09	1,788.46
684-100-1-10-1500		FINLEY BUTTES CLOSURE FC W/TREAS	1,191,693.45	1,772.64	1,193,466.09
685-100-1-10-1500		STATE HOUSING FC W/TREAS	9,481.45	( 6,692.50)	2,788.95
686-100-1-10-1500		IONE LIBRARY BLDG FC W/TREAS	35,774.42	53.21	35,827.63
687-100-1-10-1500		FINLEY BUTTES TRUST FC W/TREAS	0.00	0.00	0.00
688-100-1-10-1500		IONE SCHOOL DIST FC W/TREAS	3,230.06	3,134.27	6,364.33
690-100-1-10-1500		HEPPNER RURAL FIRE DIST BOND	155.51	141.33	296.84
691-100-1-10-1500		CITY OF HEPPNER BND FC W/TREAS	220.36	201.06	421.42
693-100-1-10-1500		IRRIGON TIPPAGE FC W/TREAS	0.00	0.00	0.00
695-100-1-10-1500		M.C. RET. PLAN TR. FC W/TREAS	0.00	0.00	0.00
697-100-1-10-1500		UNSEG TAX INT FC W/TREAS	0.00	0.00	0.00
698-100-1-10-1500		INTEREST EARNED FC W/TREAS	0.00	0.00	0.00
699-100-1-10-1500		UNSEGREGATED TAX FC W/TREAS	0.00	0.00	0.00
TOTAL CLAIM ON CASH			21,296,171.54	( 918,235.78)	20,377,935.76

CASH IN BANK - POOLED CASH

999-100-1-10-1501	AP POOLED BEO	309,955.77	288,747.42	598,703.19
999-100-1-10-1502	PAYROLL BEO	11,589.91	144,259.70	155,849.61
999-100-1-10-1503	STATE TREASURY POOL	20,974,099.39	( 1,206,984.32)	19,767,115.07
999-100-1-10-1504	CERTIFICATES OF DEPOSIT	0.00	0.00	0.00
999-100-1-10-1505	WELLS FARGO INVESTMENTS	0.00	0.00	0.00
999-100-1-10-1506	UNION BANK OF CALIFORNIA	0.00	0.00	0.00
999-100-1-10-1507	COMMUNITY BANK	100.12	0.00	100.12
SUBTOTAL CASH IN BANK - POOLED CASH		21,295,745.19	( 773,977.20)	20,521,767.99

WAGES PAYABLE

999-100-2-60-6001	WAGES PAYABLE	0.00	144,258.58	144,258.58
SUBTOTAL WAGES PAYABLE		0.00	144,258.58	144,258.58

TOTAL CASH IN BANK - POOLED CASH

21,295,745.19 ( 918,235.78) 20,377,509.41

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**Oregon**  
Kate Brown, Governor

**Water Resources Department**  
**Watermaster**  
116 S.E. Dorion Avenue  
Pendleton, OR 97801  
Phone (541) 278-5456  
Fax (541) 278-0287

March 1, 2018

Re: Umatilla Basin Watermasters Office Intergovernmental Agreement Contract Summary Report

During the 2017-18 Fiscal Year, the \$12,200 contributed to the Assistant Watermaster program has been greatly appreciated. Per the contract agreement, this summary report documents efforts put forth by the Assistant Watermaster from July 1, 2017 – February 28, 2018. This information will also be presented at the upcoming Commissioners meeting. Please reference the “Morrow County Time” spreadsheet provided with this document.

Primary duties to-date within Morrow County have included the Ordnance Gaging Station operation and maintenance, Butter Creek Gaging Station operation and maintenance, monitoring the Ordnance/Hansell Well recharge site, reading Morrow County groundwater flowmeters and assisting the Watermaster and Well Inspector with Lost Valley Dairy compliance.

For the remainder of the contract March-June, we always estimate that the Butter Creek Management Plan will take up the primary responsibilities every year. It is weather dependent, making it impossible to identify a firm time commitment which can and does vary. These tasks entail working with Butter Creek landowners on a daily basis, multiple trips a week to inspect flowmeters, water use accounting and estimating the longevity of the irrigation season. The Assistant Watermaster will also continue reading the gage stations and wells on a monthly basis in addition to the Butter Creek Management Plan work.

If any questions arise, please feel free to contact Greg Silbernagel, at (541)278-5456 or [Greg.M.Silbernagel@Oregon.gov](mailto:Greg.M.Silbernagel@Oregon.gov)

Attachment: “Morrow County Time” Spreadsheet for 7/1/2017 - 2/28/2018

**Morrow County Time  
July 2017 - February 2018**

Party	Area	Date	Start Time	End Time	Total hrs.	Lunch	Miles	Activities
Jered	Butter Creek	7/5/2017	10:30	12:30	2	0	80	Butter Creek mmt.
Jered	Ordnance/Hansell well	7/25/2017	10:30	11:30	1	0	80	Ordnance mmt. & Hansell well mmt.
Jered	Ordnance/Hansell Well/ Butter Cr.	8/10/2017	9:30	4:00	5.5	1	105	Ordnance mmt./ Hansell well mmt./ Butter Creek mmt.
Jered	Ordnance/Hansell Well/ Butter Cr.	9/13/2017	8:30	3:30	6	1	110	Butter Creek mmt./ Hansell Well mmt./ Ordnance mmt.
Jered/Greg	Pendleton Office	9/18/2017	9:00	9:30	0.5	0	0	Meeting with Anne Robins from Irrigon, OR (Morrow County). Researching water rights associated with her property along with answering questions she had regarding irrigation and wells.
Jered	Ordnance/Hansell Well/ Butter Cr.	10/11/2017	8:45	3:00	5.75	0.5	110	Butter Creek mmt./ Hansell Well mmt./ Ordnance mmt.
Jered/Greg	Pendleton Office	10/16/2017	10:00	11:30	1.5	0	0	Reviewing Morrow County Land Partitions for Crum Ranches, LLC, and Billy Griffin Jr.
Jered	Ordnance/Hansell Well/ Butter Cr.	11/14/2017	10:00	4:30	6	0	110	Butter Creek mmt./ Hansell Well mmt./ Ordnance mmt.
Jered	Ordnance/Hansell Well/ Butter Cr.	12/18/2017	9:30	4:00	5.5	1	110	Butter Creek mmt./Hansell Well mmt./Ordnance mmt. Researching a well being drilled close to Wade Aylett's property (Morrow County) that he is concerned about. Also,
Jered	Pendleton Office	1/11/2018	2:00	3:30	1.5	0	0	looking up Wade's C-date on his final order as he requested.
Jered	Ordnance/Hansell Well/ Butter Cr.	1/17/2018	8:30	4:00	6.5	1	115	Hansell Well mmt/ Ordnance gage inspection/ Butter Creek mmt. Ordnance Gage Station Inspection, Meeting with TJ from County line about cleaning out canal so that we can conduct a mmt.
Jered/Greg	Ordnance Gaging Station	1/19/2018	9:00	12:00	3	0	80	Ordnance Recharge Canal mmt. Jered & Curtis conducted comparison mmts.
Jered/Curtis	Ordnance Gaging Station	1/25/2018	9:00	2:00	4	1	80	Ordance Recharge Canal mmt. Jered & Curtis split up to conduct mmts above and below gaging station.
Jered/Curtis/Paul	Ordnance Gaging Station	1/30/2018	8:30	12:00	3.5	0	40	Ordnance Recharge Canal mmt. Jered & Greg Conducted an ADCP Boat mmt.
Jered/Greg	Ordnance Gaging Station	2/2/2018	1:00	4:30	3.5	0	80	Reading well Flowmeters in Boardman, OR
Jered	Boardman, OR	2/7/2018	9:00	3:30	5.5	1	145	Replaced boards in weir box @ Ordnance Gaging Station, Conducted 2 measurements (one above gaging station and one @ gaging station). Water Right Research (Morrow County) for Blake Bjornson.
Jered/Doug	Ordnance Gaging Station	2/8/2018	9:00	3:30	6.5	0	80	Property of interest: 1N 25E Section 33, TL# 3401
Jered	Pendleton Office	2/15/2018	1:30	2:30	1	0	0	Flow meter installation inspection & reading.
Jered/Greg	Lost Valley Dairy	2/22/2018	10:00	1:30	3.5	0	100	Ordnance Recharge canal Insp./ Hansell Well mmt./ Butter creek mmt.
Jered	Ordnance/Hansell well/ Butter Cr.	2/26/2018	9:30	3:30	5	1	110	
					<b>Hours</b>			<b>Miles</b>
<b>Total</b>					<b>77.25</b>			<b>1535</b>

## Watermasters

Regulate and distribute water, including stored water, and work with water right holders to promote wise water use, and restore and protect stream flows.



## Hydrographics

Automated streamflow gages gather round-the-clock water level data.



## Oregon Water Resources Department with Pictures and Information from Heppner NRCS



## Streamflow Measurement

Watermasters, hydrographers, and field staff measure the water flow in Oregon streams.





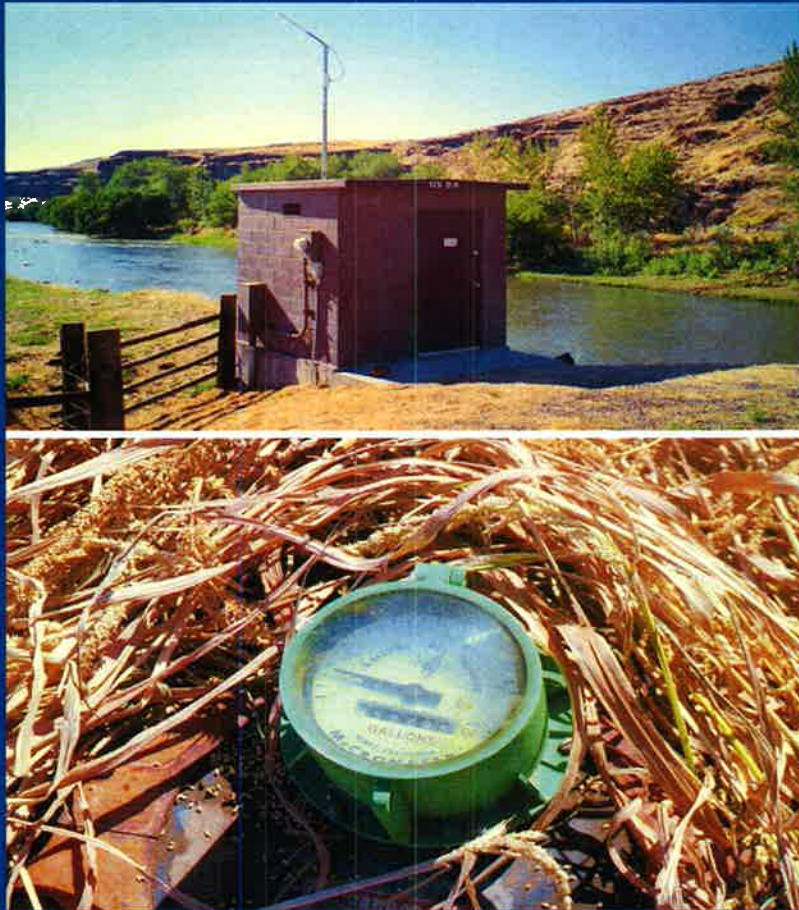
# Distribution of Stored Water



- The Watermaster regulates the distribution of water according to the water rights of record (ORS 540.045)
- Water users pay for ½ the cost of distribution of water by the Watermaster from a reservoir delivered by way of a natural water course (ORS 540.410)



# Watermaster Mission



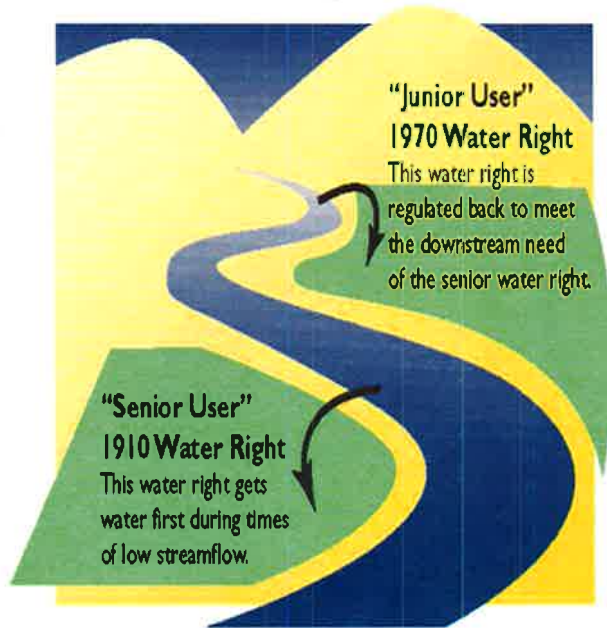
To ensure delivery of live and stored water efficiently:

- Installation of headgates and measuring devices as appropriate
- Users divert within allowable rates
- Possible future need for the installation of gaging stations to help in delivery and determine losses
- Timely request from user for stored water



# Water Rights

Prior Appropriation: an example  
"First in time, first in right"



- Most use of water requires a permit from the Water Resources Department
- These water rights are managed under the doctrine of prior appropriation

## Willow Creek Reservoir water rights

- C-86314 Willow Creek
  - May Store water when available
  - (4/7/1966) 10,200 Ac.Ft.
  - (8/17/1983) 3,050 Ac.Ft.
  - 13,250 Ac.Ft. Total
  - IR 3,500 Ac.Ft.
  - RC 9,750 Ac.Ft.
- C-86313 PM SW (10/10/1983) Willow Creek
  - 3.5 CFS or 1,570gpm
- Permit S-54980 (1/6/2009) Willow Creek Reservoir
  - 2538.14 Ac. of Primary and Supplemental Irrigation from 2500 Ac.Ft. of storage consistent with BOR Contract #129E1010776



# Heppner – Lexington Conservation Pipeline Project



- The pipeline will support ~ 1,700 Acres of irrigated land on 7 farms.
- The pipeline is ~ 6.6 Miles stretching from the lower portion of Mac Hoskins below Heppner to Meadowbrook Farms at the S. end of Lexington.
- The storage permit S-54980 has been amended and approved.
- The surface water transfer T-11699 has been approved.



# Benefits of the new pipeline infrastructure

- Master flow meter installed to account for all use of water from the Pipeline users.
- Individual flow meters to verify use for all pipeline participants to regulate as necessary.
- Easy to regulate the new combined headworks for compliance.

# New Combined Point of Diversion

01-Mar-2018 1911 UTC \* | 45.368606, -119.568404  
53784 OR-74, Heppner, OR 97836, USA



WCDIC POD

Looking down Willow

01-Mar-2018 1912 UTC \* | 45.368586, -119.568528  
53784 OR-74, Heppner, OR 97836, USA



WCDIC POD

Intake

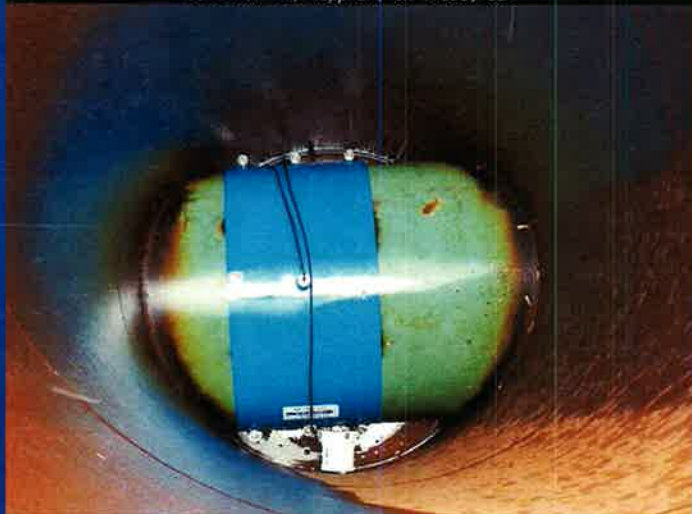
01-Mar-2018 1912 UTC \* | 45.368597, -119.568476  
53784 OR-74, Heppner, OR 97836, USA



WCDIC POD

Outlet

01-Mar-2018 1913 UTC \* | 45.368676, -119.568549  
53784 OR-74, Heppner, OR 97836, USA



WCDIC POD

FM

01-Mar-2018 1930 UTC \* | 45.369310, -119.570308  
53784 OR-74, Heppner, OR 97836, USA



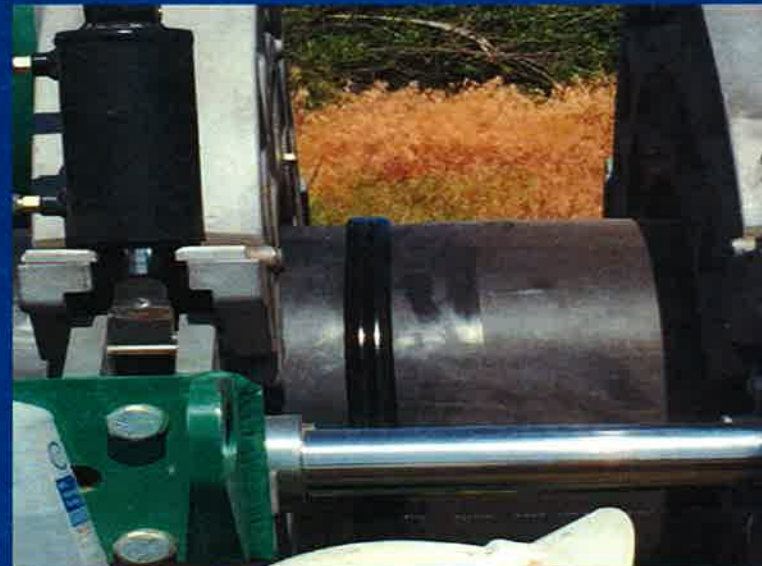
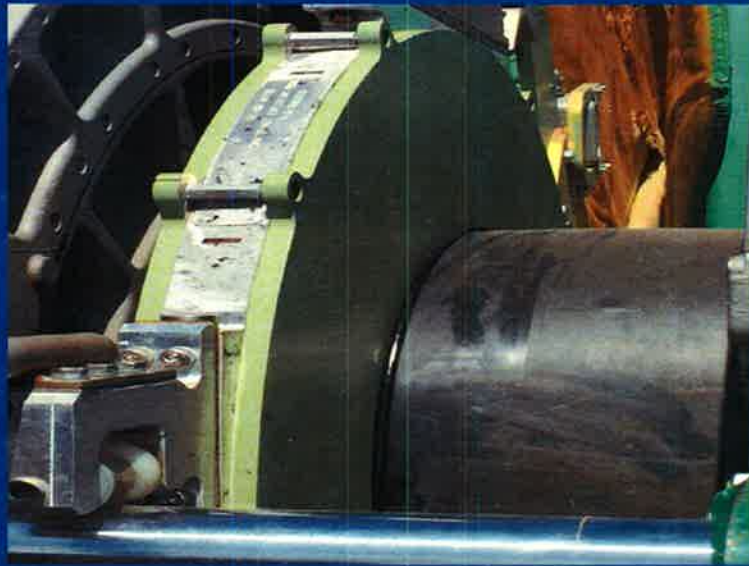
WCDIC POD

Bypass outflow

# New HDPE pipeline (20-34") installed

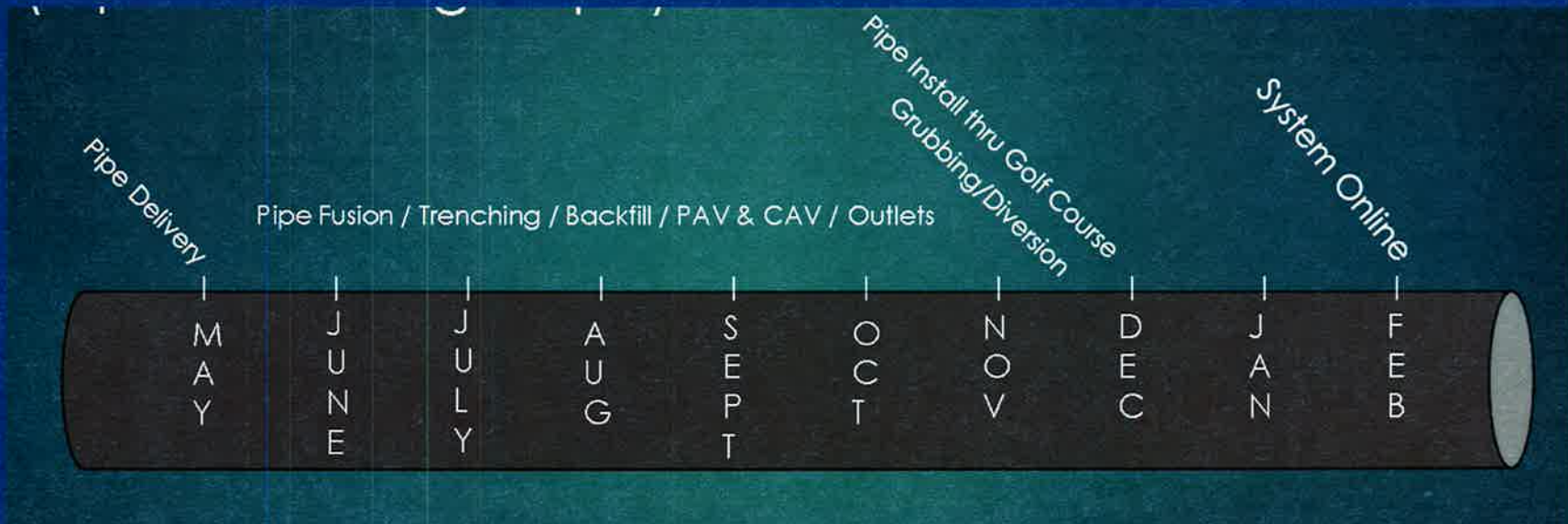
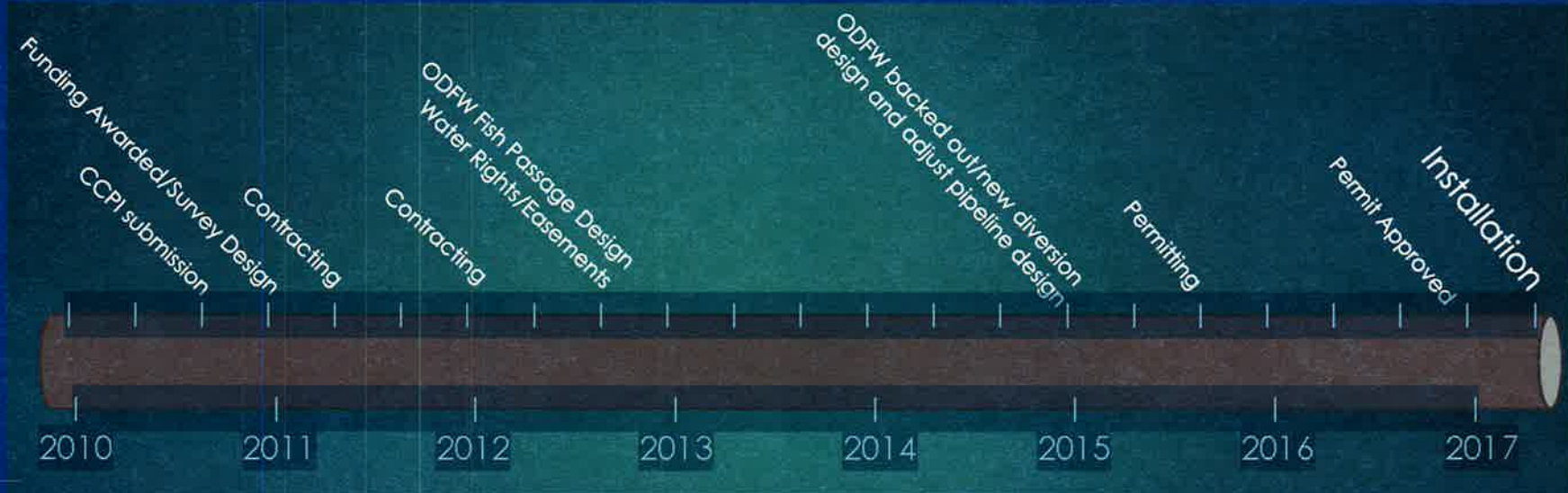


# Fusion welding (45 Min./Joint)





# Overall Project Timeline



Designed for Maximum  
Operating Flow of  
25 CFS (11,225 gpm)

NRCS uses a maximum pipe fluid  
velocity of 5 fps

30 PSI working pressure at first outlet,  
37 PSI static

121 PSI working pressure at last outlet,  
154 PSI static

Air vac valves ~ ¼ mile intervals

Pressure relief valves ~ ½ mile intervals



# OWRD Contacts

- Ken Thiemann, Watermaster  
(541) 384-4207
- Mike Ladd, Region Manager  
(541) 278-5456





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

Item #  
6b

**This document must be completed for each agenda item submitted for consideration by the Board of Commissioners.**

Staff Contact: Kate Knop  
 Department: Finance  
 Person Attending: Kate Knop

Phone Number (Ext): 5302  
 Requested Agenda Date: 3/7/2018

Short Title of Agenda Item: GASB 75 Actuarial Services Contract Request with CIS

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

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

<input type="checkbox"/> N/A Contractor/Entity: Citycounty Insurance Services (CIS) Contractor/Entity Address: Effective Dates – From: Total Contract Amount: \$0 Does the contract amount exceed \$5,000? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No If Yes, Attach Purchase Pre-Authorization Request if Applicable	<p align="center"><b>For Contracts and Agreements Only</b></p> Through: Budget Line: Various
--	---

Reviewed By:

	DATE	Department Head	Required for all BOC meetings
	DATE	Admin. Officer/BOC Office	Required for all BOC meetings
	DATE	County Counsel	Required for all legal documents
Kate Knop	3/5/18	Finance Office	Required for all contracts; Other items as appropriate.
DATE	DATE	Human Resources	If appropriate

**Note:** All entities must sign documents before they are presented to the Board of Commissioners. Original documents are preferred. Agenda requests, including this completed form and supporting documents, must be received by the Board's office by Noon on the Friday prior to the Board of Commissioners Wednesday meeting. County Counsel and Finance review is required for all contracts.

# AGENDA ITEM COVER SHEET

## Morrow County Board of Commissioners

(Page 2 of 2)

1. TITLE OF AGENDA ITEM: GASB 75 Actuarial Service Contract with CIS

2. ISSUES, BACKGROUND, AND DISCUSSION:

The GASB 75 disclosure requires accounting and financial reporting for postemployment benefits other than pensions. The primary objective of the Statement is to improve accounting and financial reporting by state and local governments for postemployment benefits other than pensions (also known as other postemployment benefits or OPEB).

The Citycounty Insurance Services has appropriated funds to support clients by engaging with Milliman for actuarial services, for the implementation of the Government Accounting Standard Board (GASB) 75 disclosure. The actuarial service contract is an agreement between Morrow County and CIS, with a zero dollar fiscal impact. The required implementation date is the fiscal year 2017-2018 financial statements.

3. OPTIONS:

Options available to the Board of Commissioners include:

1. Move to approve GASB 75 Actuarial Contract with CIS as written;
2. Take no action;
3. Other.

4. FISCAL IMPACT:

There is no direct fiscal impact to the budget for the 2016 actuarial valuation.

SUGGESTED ACTION(S) / MOTION(S): After considerations, the board of Commissioners options include the following:

1. Move to approve GASB 75 Actuarial Contract with CIS and Milliman as written;
2. Take no action;
3. Other.

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

- |   |   |
|---|---|
| <input type="checkbox"/> Clerk (Original for recording)         | <input type="checkbox"/> Finance Department (Copy for file) |
| <input type="checkbox"/> Board of Commissioners (Copy for file) | <input type="checkbox"/> Department – For distribution      |
| <input type="checkbox"/> Other _____                            |   |

## GASB 75 ACTUARIAL SERVICES AGREEMENT

This Agreement is entered into between Morrow County ("Client") and CIS Trust ("CIS") as of March 7, 2018. CIS has engaged Milliman, Inc. ("Milliman") to perform GASB 75 OPEB valuation services for its members and qualifying non-members.

Client is a member of CIS for purposes of this agreement. For purposes of this agreement, a CIS member is an entity receiving medical or dental coverage through CIS as of the date of the actuarial valuation.

Client hereby engages CIS to provide the Services described in Schedule A, which is incorporated as part of this Agreement, and understands and agrees such Services will be performed by Milliman pursuant to the terms of the Consulting Services Agreement between CIS and Milliman. Client has expressed a desire to obtain Services under the terms of the agreement between CIS and Milliman.

In consideration for receiving such services, Client agrees as follows:

1. Client will provide to CIS and Milliman in a timely manner all required information about the non-CIS OPEB (Postemployment Benefits Other than Pension) it provides to its employees and retirees; its retiree premium subsidies; current contact information for Client personnel; and such other information necessary to accurately produce the OPEB valuation described in Schedule A. Requests for such information will be provided by CIS or Milliman to Client, and if needed CIS in turn will transmit to Milliman in a timely manner the information provided by Client. To the extent possible, such Client information will be provided in the format requested by CIS or Milliman, and will be complete and correct to avoid additional costs to Client for data clean-up.
2. Upon receipt of all information necessary to provide the services described in Schedule A, and a signed copy of this contract, Milliman will provide for confirmation by Client, a standard set of assumptions and a summary of benefits upon which the valuations will be based. Standard assumptions include expected termination, mortality and retirement rates, as well as medical cost trends, age trending for expected claims, and discount rates. Milliman may request Client approval by negative consent; that is, Client will be informed of Milliman's benefits summary and proposed assumptions and will be deemed to approve those materials in absence of Client's reply. Development of customized assumptions may be requested by Client but will require Client to pay Milliman additional fees.
3. The CIS Board of Trustees has appropriated CIS Benefits funds to pay Milliman for Services provided to CIS member Clients under this Agreement in connection with the 2016 actuarial valuation report. Client otherwise agrees to pay CIS the fees associated with the Services that are (a) incurred for valuation of benefits or financial disclosure, and/or (b) incurred by Client on a time and expense basis, such as for additional actuarial studies, data clean-up, or for other Services requested by Client. CIS will pay Milliman for Services provided to Client.

Fees under this agreement are listed in Schedule B. Unless Client requests additional

services, CIS anticipates payment for Services in two installments. The first installment will be 50% of the estimated cost for Client, that will be invoiced based on CIS' understanding of Client's benefits and population, and is due upon signing of the Agreement. The second installment is due upon receipt of the invoice that will be issued upon completion of the report for Client.

In addition, if Client requested additional services from Milliman, then such additional fees will be billed on a time and expense basis. Any, such fees for requested extra services may be invoiced by Milliman and payable by Client on a monthly basis. CIS and Milliman reserve the right to stop work on behalf of Client if any invoice is unpaid after 30 days.

4. Client agrees to be bound by the following terms with respect to the services provided by Milliman:

A. **Limitation of Liability:** Client agrees that Milliman and CIS, its officers, directors, agents and employees, shall not be liable to Client, under any theory of law including negligence, tort, breach of contract or otherwise, for any damages resulting from, or alleged to have resulted from, the actuarial or consulting services provided pursuant to this contract in excess of \$50,000. In no event shall Milliman or CIS be liable for lost profits of the Client or any other type of incidental or consequential damages. The foregoing limitations shall not apply in the event of the intentional fraud or willful misconduct of Milliman or CIS, its officers, directors, agents, or employees.

B. **Disputes:**

(a) **Mediation.** In the event of any dispute between Client and CIS arising out of this Agreement, or any dispute arising out of or relating to the services provided by Milliman, if the parties in dispute cannot resolve the dispute among themselves, the parties agree first to try in good faith to settle the dispute voluntarily with the aid of an impartial mediator who will attempt to facilitate negotiations. A dispute will be submitted to mediation by written notice to the other party or parties. The mediator will be selected by agreement of the parties. If the parties cannot agree on a mediator, a mediator will be designated by the Presiding Judge of the Circuit Court for the County of Marion, in Salem, Oregon, at the request of either party.

The mediation will be treated as a settlement discussion and therefore will be confidential. Any applicable statute of limitations will be tolled during the pendency of the mediation. Each party will bear its own costs in the mediation. The fees and expenses of the mediator will be shared equally by the parties.

(b) **Arbitration.** If the dispute has not been resolved within 60 days after the written notice beginning the mediation process (or a longer period, if the parties agree to extend the mediation), the mediation will terminate, and the dispute will be resolved by final and binding arbitration under the Commercial Arbitration Rules of the American Arbitration Association. The arbitration will take place in Portland, Oregon before a panel of three arbitrators. Within 30 days of the commencement of the arbitration, each party shall designate in writing a single neutral and independent arbitrator. The two arbitrators designated by the parties shall then select a third arbitrator. The arbitrators will have a sufficient background in either employee benefits, actuarial science, or law to reasonably prepare them to decide a dispute.

The arbitrators will have the authority to permit limited discovery, including depositions, prior to the arbitration hearing, and such discovery will be conducted consistent with the Federal Rules of Civil Procedure. The arbitrators will have no power or authority to award punitive or exemplary damages. The arbitrators may, in their discretion, award the cost of the arbitration, including reasonable attorney fees, to the prevailing party. Any award made may be confirmed in any court having jurisdiction. Any arbitration shall be confidential, and except as required by law, neither party may disclose the content or results of any arbitration hereunder without the prior written consent of the other parties, except that disclosure is permitted to a party's auditors and legal advisors. By mutual agreement of all parties to such dispute, the provisions of this sub-section ("Arbitration") may be waived or modified.

- C. Choice of Law: The construction, interpretation, and enforcement of the terms of this agreement shall be governed by the substantive contract law of the State of Oregon without regard to its conflict of laws provisions. In the event any provision of this agreement is unenforceable as a matter of law, the remaining provisions will stay in full force and effect.
  
- D. No Third Party Distribution: Milliman's work is prepared solely for the internal business use of Client and CIS. Except as required by law including any applicable public disclosure regulations, Milliman's work may not be provided to third parties without Milliman's prior written consent. Milliman does not intend to benefit any third party recipient of its work product, even if Milliman consents to the release of its work product to such third party.

AGREED:

For Client:

For CIS:

\_\_\_\_\_  
Authorized Signature

  
\_\_\_\_\_  
Authorized Signature

\_\_\_\_\_  
Printed name and title

Lynn McNamara, Executive Director  
Printed name and title

Date:

Date:



## **Schedule A - Services**

CIS will provide to Client a report prepared by Milliman that will include required actuarial and GASB 75 accounting information such as the Total OPEB Liability and OPEB expense. A ten-year payout projection and general discussion of the liability will be provided in the report. The report will contain a description of the benefits valued, the participant data, and the actuarial assumptions and methods.

An actuarial certification, including indication of compliance with Actuarial Standards of Practice No. 41 "Actuarial Communications" and American Academy of Actuaries "Prescribed Statement of Actuarial Opinion" will be provided.

The actuarial valuations will be performed as of July 1, 2016 and July 1, 2018. The July 1, 2016 valuation will provide disclosures under GASB 75 for the fiscal year ending June 30, 2018. The July 1, 2018 valuation will provide disclosures under GASB 75 for the fiscal years ending June 30, 2019 and 2020.

The report to Client will be provided on a time frame mutually acceptable to CIS and Milliman, and sufficient for Client to prepare financial reporting in a timely fashion. Milliman may require no less than 12 weeks after receipt of data determined by Milliman to be sufficient to prepare the information described above.

The report to Client will not include valuation of any retiree benefits sponsored by Oregon PERS.

## Schedule B - Fees

The following is the schedule of fees for the July 1, 2016 valuation. Fees are subject to a cost-of-living increase annually thereafter based on the west region CPI-U for the preceding calendar year, plus one percent.

Item	Valuation Fee
Base Valuation Fee for Each Entity Providing a Single Retiree Medical Benefit Arrangement**	\$1,100
First 20 Covered Participants*	Included in base fee
Next 80 Covered Participants*	\$30 per participant
Next 250 Covered Participants*	\$12 per participant
Participants over 350*	\$ 3 per participant
Fee for Each Additional Retiree Medical Arrangement**	\$600 per arrangement Minimum valuation fee of \$3,200
Additional fees for cities and counties that are members of LOC or AOC but do not participate in CIS benefits	\$1,600 if no CIS medical or dental coverages \$800 if a mix of CIS and non-CIS medical and dental coverages
Additional fees for Milliman work with data that does not meet specifications	Generally \$120 - \$200/hour, depending on services required
Additional fees for Milliman OPEB actuarial work requested by Client (Milliman will provide a not-to-exceed fee estimate, if requested, once the scope of services is clearly defined.)	<ul style="list-style-type: none"> <li>▪ Lead Consultants: \$300-460 per hour</li> <li>▪ Project Manager / Lead Technical Actuary: \$200-300 per hour</li> <li>▪ Actuarial and Support Staff: \$100-200 per hour</li> </ul>

\* Participants are active employees, retirees, and dependents who remain on the Client's plan after the retiree is no longer eligible.

\*\* An "Arrangement" is a separately valued benefit structure in Milliman's valuation.

Implicit subsidies for separate employee classifications with different health care coverages may be valued as separate arrangements at Milliman's discretion. It is anticipated that most Clients will have one or two such arrangements.

Client-paid benefits constitute different arrangements if they require separate valuation or data processing. For example, a Client sponsoring a premium reimbursement for AFSCME employees hired prior to July 1, 1995 and a premium reimbursement and life insurance for Management employees hired prior to July 1, 1998 would have three arrangements. Milliman reserves the right at its sole discretion to reduce the number of arrangements billed under the schedule above in certain cases, such as multiple one-person arrangements for current retirees.

Non-June 30 reporting dates will be treated as an additional arrangement. Non-PERS pension plans may also be treated as an additional arrangement.

The Howard and Beth Bryant Foundation  
PO Box 12  
Heppner, OR 97836  
541-676-9411

Morrow County Board of Commissioners

Dear Commissioners:

I am writing on behalf of Willow Creek Park District (WCPD). I have been assisting the Park District with the development of a multiuse fit park. WCPD will need storage for lawn equipment at completion of this project. We would like to place a storage shed in the north east corner of the park, next to the pool property. This property is owned by Morrow County. The required amount of land is 25' x 43' We are asking that Morrow County donate this small parcel of property.

WCPD will cover the costs of a lot line adjustment for this parcel and any recording fees. The estimated value of this parcel after partitioning is \$100-200.

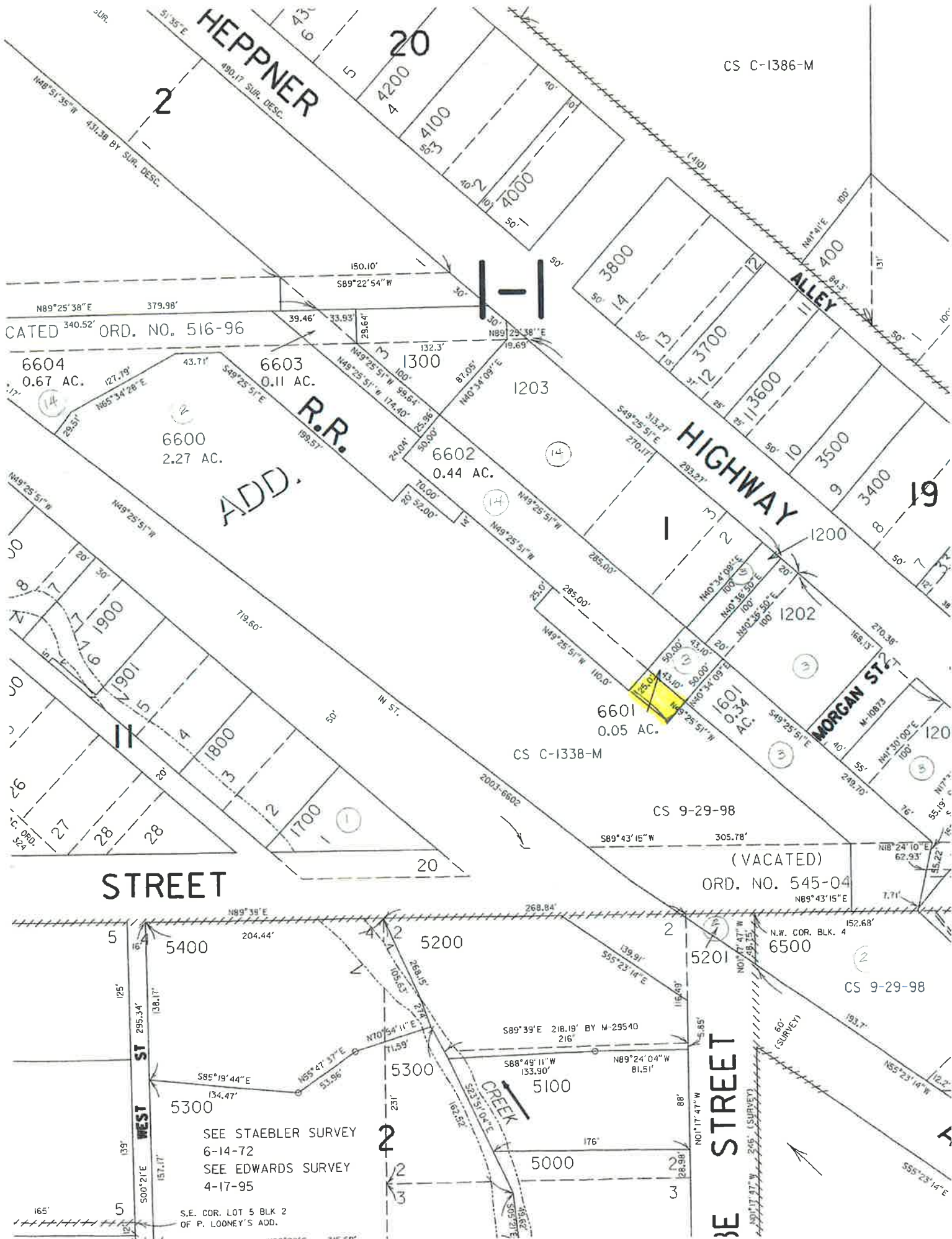
We appreciate your consideration and support for this project.

Sincerely,



Kim Cutsforth  
Director

CS C-1386-M



SEE STAEBLER SURVEY  
6-14-72  
SEE EDWARDS SURVEY  
4-17-95

S.E. COR. LOT 5 BLK 2  
OF P. LOONEY'S ADD.

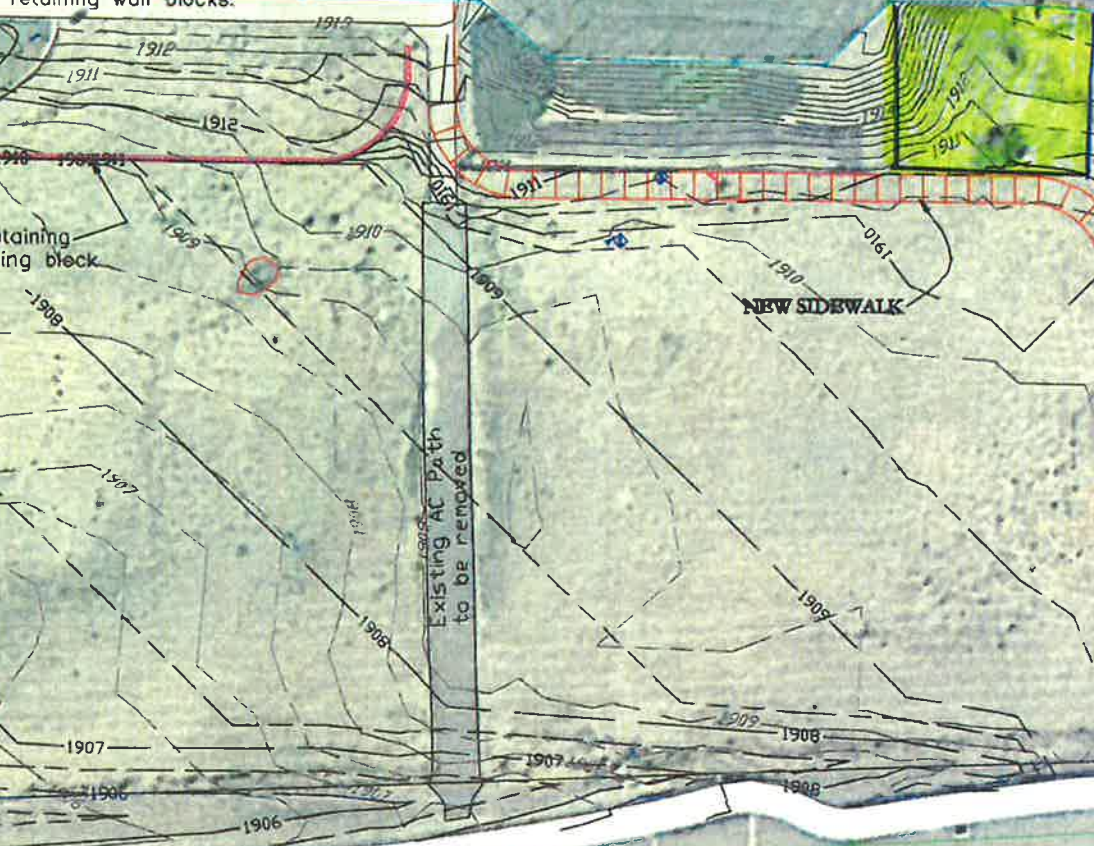


Remove and save existing retaining wall blocks.

Construct new retaining wall, match existing block size and color.

Existing AC Path to be removed

NEW SIDEWALK





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

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

What should be the process/requirements for hiring a part-time temporary 'project' employee.

**2. FISCAL IMPACT:**

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

Based on the discussion, a motion to allow ( or pre-authorize) the County Administrator ( and or designated person(s)) to hire a part-time temporary 'project' employee based on (the agreed upon requirements.)

Attach additional background documentation as needed.

**From:** SCALISE Michele \* OPRD <[Michele.Scalise@oregon.gov](mailto:Michele.Scalise@oregon.gov)>  
**Date:** February 27, 2018 at 1:39:58 PM PST  
**To:** Don Russell <[drussell@co.morrow.or.us](mailto:drussell@co.morrow.or.us)>  
**Subject:** Oregon Outdoor Recreation Committee Appointment

Dear Don,

I am pleased to inform you that Oregon Parks and Recreation Department Director Lisa Sumption has appointed you to the Oregon Outdoor Recreation Committee representing counties east of the cascades. You have been selected to serve a four-year term. The Committee is composed of nine members to review and establish a priority list for the Land and Water Conservation Fund Grant Program.

The next Oregon Outdoor Recreation Committee meeting is scheduled for April 12th in Salem. The Department will reimburse eligible travel, meal and lodging expenses when you attend Committee related meetings. You will be receiving more details about the meeting and grant application evaluation in the very near future. I will also follow up with another email that includes information about how to access and score applications via the online grant system. I have attached the Guide for Public Officials and a Membership Handbook for your review.

If you have any questions or are unable to accept this appointment, please contact me at your earliest convenience.

I appreciate your interest and willingness to take the time to serve on the committee. I look forward to working with you.

Thank you.



## **2018 OREGON OUTDOOR RECREATION COMMITTEE**

### **REPRESENTING SPECIAL DISTRICTS**

Scott Baker, Executive Director  
Northern Wasco County Parks & Recreation  
602 W 2<sup>nd</sup> Street  
The Dalles, OR 97058  
(541) 296-9533 x 201  
[scottb@nwprd.org](mailto:scottb@nwprd.org)  
Term: 3/2018 – 3/2022  
Second Term

### **REPRESENTING CITIES OVER 15,000 POPULATION**

Ivan Anderholm, Director  
City of Lake Oswego Parks and Recreation  
P.O. Box 369  
Lake Oswego, OR 97034  
(503) 675-2548  
[ianderholm@ci.oswego.or.us](mailto:ianderholm@ci.oswego.or.us)  
Term: 3/2017-3/2021  
Second Term

### **REPRESENTING CITIES UNDER 15,000 POPULATION**

James Auburn, Mayor  
City of Port Orford  
343 Sixth Street  
Port Orford, OR 97456  
(541) 290-2080 - mobile  
[auborn@aol.com](mailto:auborn@aol.com)  
Term: 3/2016 – 4/2018  
Second Term

### **REPRESENTING COUNTIES EAST OF THE CASCADES**

Don Russell, County Commissioner  
Morrow County Commission  
PO Box 788  
Heppner, OR 97836  
(541) 676-5620  
[drussell@co.morrow.or.us](mailto:drussell@co.morrow.or.us)  
Term: 3/2018 – 3/2022  
First Term

### **REPRESENTING COUNTIES WEST OF THE CASCADES**

Brian Carroll  
Linn County Parks & Recreation, Director  
3010 Ferry Street SW  
Albany, OR 97322  
(541) 990-2430  
[bcarroll@co.linn.or.us](mailto:bcarroll@co.linn.or.us)  
Term: 3/2018-3/2022  
First Term

### **REPRESENTING PUBLIC-AT-LARGE**

Bob Keefer  
Sisters, OR  
(541)588-6335 - Home  
(541) 954-4119 - Cell  
[rkeefers78@gmail.com](mailto:rkeefers78@gmail.com)  
Term: 3/1/2016 – 3/1/2020  
First Term

### **REPRESENTING MINORITIES**

Robin Laughlin, Bond Project Manager  
Portland Parks & Recreation  
1120 SW 5<sup>th</sup> Ave, Suite 1302  
Portland, OR 97204  
(503) 823-5570  
[robin.laughlin@portlandoregon.gov](mailto:robin.laughlin@portlandoregon.gov)  
Term: 3/2018 – 3/2022  
Second Term

### **REPRESENTING PEOPLE WITH DISABILITIES**

Debbie Timmins  
9433 SW Capitol Hwy  
Portland, OR 97219  
(503) 260-3760  
[debbietim.or@netzero.net](mailto:debbietim.or@netzero.net)  
Term: 4/14 – 4/2018  
First Term

### **REPRESENTING THE OREGON PARKS AND RECREATION DEPARTMENT**

Scott Brown, Park Manager  
OPRD, Smith Rock State Park  
9241 NE Crooked River Drive  
Terrebonne, OR 97760  
(541) 604-4359  
[scott.a.brown@oregon.gov](mailto:scott.a.brown@oregon.gov)  
Term: 4/2016 – 4/2020  
Second Term

### **OREGON PARKS AND RECREATION DEPARTMENT STAFF**

Michele Scalise  
Grant Program Coordinator  
725 Summer Street NE, Suite C  
Salem, OR 97301-1271  
(503) 986-0708  
[michele.scalise@oregon.gov](mailto:michele.scalise@oregon.gov)

Jan Hunt, Manager  
Recreation Grants and Community Programs Section  
725 Summer Street NE, Suite C  
Salem, OR 97301-1271  
(503) 986-0705  
[jan.i.hunt@oregon.gov](mailto:jan.i.hunt@oregon.gov)

**Carla McLane**

---

**From:** WOODS Maxwell \* ODOE <Maxwell.Woods@oregon.gov>  
**Sent:** Monday, March 05, 2018 2:24 PM  
**To:** Melissa Lindsay; Don Russell; Jim Doherty; Carla McLane  
**Cc:** CORNETT Todd \* ODOE; MAY Luke \* ODOE  
**Subject:** Carty Generating Station - Carty Solar Farm, Request for Amendment - Request for Special Advisory Group Review  
**Attachments:** CGS+Solar+RFA1+Public+Notice+2018-3-5.pdf

Good afternoon Morrow County Commissioners and Planning Director McLane,

The Oregon Department of Energy received from Portland General Electric a request for amendment of the Carty Generating Station Site Certificate on February 20, 2018, seeking review and approval from the Energy Facility Siting Council for the Carty Solar Farm, an approximately 50 MW solar PV facility. Because the facility is located within Morrow County, Morrow County Board of Commissioners were appointed as a Special Advisory Group (SAG) by the Energy Facility Siting Council.

For your information, the general procedural history of the CGS is as follows: the Carty Generating Station was previously approved by EFSC to consist of up to two 450-megawatt combined-cycle gas generating turbines (Unit 1 and unit 2). Unit 1 was constructed and placed in service in July 2016. PGE did not construct Unit 2 before its construction deadline; Unit 2 and its corresponding 18-mile 500 kV transmission line to the Slatt Substation are no longer authorized for construction. PGE, through its amendment request, is currently seeking to add a 50 MW solar PV facility. The solar facility would occupy approximately 300 acres and would be located near the Boardman Coal Plant ash disposal area and south of the Carty reservoir.

#### **SAG Roles and Responsibilities**

The Morrow County Board of Commissioners is asked to perform several important functions during this amendment review process. In order to be approved by the EFSC, PGE must demonstrate that the amendment request complies with the applicable substantive criteria of Morrow County land use regulations and comprehensive plan.

The first critical task of the Morrow County Board Commissioners is to review the applicable substantive criteria that have been addressed by PGE in the amendment request and determine if all the appropriate criteria have been included. If not, please identify those additional criteria that must be assessed by PGE.

Applicable substantive criteria are those criteria from the Morrow County comprehensive plan and land use regulations that apply to the components included in the RFA. The applicable substantive criteria are defined in Council rules as the criteria and standards that Morrow County would apply in making all land use decisions necessary to approve the components included in the RFA in the absence of an EFSC proceeding (Oregon Administrative Rules 345-021-0050(6)). Those applicable substantive criteria, as well as any local interpretations the County Commission may have made regarding the criteria are incorporated into the ODOE and EFSC review process. The criteria are those that were in effect on the date the amendment request was submitted, August 29, 2016. Please also provide copies of the applicable substantive criteria or a website link where those regulations may be found. The second task will be to review the amendment request for compliance with Morrow County's substantive criteria as discussed in the preceding paragraph and to provide comments to the Department regarding any deficiencies as well as any recommended conditions of approval.

Morrow County is also encouraged to review and comment on any other exhibits and RFA materials that may be of interest to the County.

Finally, when available, the Morrow County Board of Commissioners will be invited to provide comments on the Department of Energy's proposed order. The proposed order will contain the Department's recommendations regarding PGE's amendment request.

Morrow County may find it helpful to consult with the county planning director throughout this process. The applicable substantive criteria and the County's comments may be communicated to the Department and the Council either by the Commissioners directly or by a county staff person (for instance, the County Planning Director) acting on behalf of the Morrow County Board of Commissioners. However, if a staff member conveys criteria or comments to the Department on behalf of Morrow County Board of Commissioners, please confirm the County's concurrence with the comments either by a written statement or by having the staff member describe in writing that the criteria or comments are conveyed "on behalf of Morrow County Board of Commissioners."

#### **Cost Recovery**

Costs incurred by Morrow County Board of Commissioners, or on behalf of Morrow County Board of Commissioners, during its review of the amendment request are reimbursable, provided the County has entered into an Intergovernmental Agreement (IGA) with ODOE. The IGA will cover work performed by Morrow County related to CGS and any other potential EFSC projects, as outlined in the agreement. If you have questions associated with your IGA with ODOE, please contact ODOE's financial analyst Sisily Fleming at [sisily.fleming@oregon.gov](mailto:sisily.fleming@oregon.gov) or 503-378-8356.

#### **Schedule**

We are requesting Morrow County Board of Commissioners to review and comment on revised Amendment Request by **April 6, 2017**. Please let us know if additional time is needed, and whether you would like to schedule an in-person meeting or conference call to discuss our process or comments/questions. Comments may be submitted directly to me at [Maxwell.Woods@Oregon.gov](mailto:Maxwell.Woods@Oregon.gov)

#### **Attachments**

I have also attached the public notice on the request for amendment. This documents contain information about the amendment request, the review process, deadlines for comments, and other information. A description of the facility and components of the amendment request is available on our website at: <http://www.oregon.gov/energy/facilities-safety/facilities/Pages/CGS.aspx>

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

Regards,  
Max

#### **Maxwell Woods**

Senior Policy Advisor  
Energy Facility Siting Division  
Oregon Department of Energy  
550 Capitol Street NE, 1<sup>st</sup> Floor  
Salem, OR 97301  
P: Direct: (503) 378-5050  
C: (503) 551-8209  
[maxwell.woods@oregon.gov](mailto:maxwell.woods@oregon.gov)

[Oregon.gov/energy](http://Oregon.gov/energy)



# PUBLIC NOTICE



## Carty Generating Station – Carty Solar Farm

### Request for Amendment of Site Certificate

#### Summary

Date Notice Issued: March 5, 2018

Proposal: The proposed amendment to the Site Certificate is for an approximately 50 MW photovoltaic solar farm and associated related or supporting facilities on approximately 300 acres.

Location: Northern Morrow County

Comment Deadline: April 6, 2018 (5 p.m.)

#### Amendment Request History

On February 20, 2018, the Oregon Department of Energy (the Department) received a revised amendment request from Portland General Electric, seeking approval from the Energy Facility Siting Council for a 50 MW solar PV facility. In August 2016, PGE submitted a request to amend the site certificate to extend the construction deadline for the previously-approved Unit 2 natural gas power generating facility, add a Unit 3 natural gas power facility, and add an approximately 50 MW solar PV facility. In May 2017, prior to an EFSC decision on that amendment request, PGE requested a suspension of the review. The revised amendment request only seeks approval of the 50 MW solar PV component.

#### Description of the Facility

In the revised amendment request, PGE is seeking EFSC approval to construct and operate an approximately 50 MW solar PV facility, together with related or supporting facilities. No other components are included in the current amendment request. The Carty Generating Station is a 450 MW combined-cycle natural gas-fueled electric generating power plant. The facility was previously approved by EFSC to consist of up to two 450-megawatt, combined-cycle electric generating turbines (Unit 1 and Unit 2). Unit 1 was constructed and placed in service in July 2016. The construction deadline for Unit 2 has passed and therefore, Unit 2 and all related or supporting facilities that were previously approved but not

built are no longer authorized, including the 18-mile 500 kV transmission line to the Slatt Substation in Gilliam County.

#### Location of Facility

The Carty Generating Station is located approximately 13 miles southwest of Boardman in Morrow County. The facility is adjacent to the Boardman Coal Plant. The proposed solar farm would be south of the Carty reservoir. Please note that the 500 kV transmission line approved in the original site certificate as a related or supporting facility to the energy facility would have extended across the western portion of Morrow County and into eastern Gilliam County to connect to the existing BPA Slatt Substation; however, because that transmission line was not built prior to the construction deadline, it is no longer part of the approved facility. As such, the entirety of the Carty facility, including the proposed solar farm, is located in Morrow County. A map of the facility is included at the end of this Public Notice. Additional maps and information can be found in Exhibits B and C of the RFA, available here:

<http://www.oregon.gov/energy/facilities-safety/facilities/Pages/CGS.aspx>

#### The Siting Council's Review Process

After reviewing the RFA and any comments received, the Department will prepare a Proposed Order that will recommend to the Council the approval, modification, or denial of the amendment request. Upon the release of the Proposed Order, the Department will issue a public notice for a 30-day period for comments or requests for a contested case hearing. The notice will explain the right to request a contested case hearing on the Proposed Order. Because the original amendment request was submitted in 2016, the Department and EFSC will review the request based on the EFSC amendment procedure rules that were in place at that time.

**Receipt of this Notice**

Please note that you may be receiving this notice for multiple reasons:

1. You own property within or adjacent to (within 500 feet) the site boundary. You will automatically receive all future notices on this facility.
2. You own property within or adjacent to (within 500 feet) the previously-approved 500 kV transmission line site boundary. As described above, the 500 kV transmission line is no longer part of the facility. You are receiving this notice as a courtesy; however, you will not automatically receive future notices. If you would like to receive future notices, you must sign-up via GovDelivery. Instructions are below.
3. You previously submitted a comment on the first iteration of the RFA. You are receiving this notice as a courtesy; however, you will not automatically receive future notices. If you would like to receive future notices, you must sign-up via GovDelivery. Instructions are below.
4. You have previously signed up via GovDelivery to receive notices related to the Carty Generating Station or all EFSC project-related notices. You will automatically receive all future notices per your GovDelivery choices, unless you unsubscribe via GovDelivery.

**Comment Period**

Public comments on the RFA must be received by the Department by **April 6, 2018, at 5 p.m.** Comments must be submitted *in writing* by mail, email, hand-delivery or fax. Please send comments to:

Maxwell Woods, Senior Policy Advisor  
Oregon Department of Energy  
550 Capitol St. N.E.  
Salem, OR 97301  
Email: [maxwell.woods@oregon.gov](mailto:maxwell.woods@oregon.gov)  
Fax: 503-373-7806

**Please Note:**

- This is only the first opportunity to comment on the amendment request. The

Department will also solicit comments after issuing the Proposed Order.

- Comment submission does not automatically register your contact information to receive notices. If you would like to receive notices for this proposed facility or any other EFSC project, and have not already done so, please follow the information in the next section to subscribe to the GovDelivery email notification list.

**More Information**

Please contact the listed Department representative if you have questions. The public can also receive more information about the facility and updates on the review process by using the options below:

**1) Oregon Department of Energy’s webpage**

More details on the Carty Generating Station, including the certificate holder’s Request for Amendment, are available at:

<https://www.oregon.gov/energy/Siting/Pages/CGS.aspx>

**2) Updates by Email/Mail**

Subscribe to GovDelivery, a self-managed, automated email system that sends notices and updates on the Carty Generating Station as well as any or all other energy projects and events under Council jurisdiction. For more information, please visit:

<http://tinyurl.com/EFSC-email>.

To receive mail notices, please contact Maxwell Woods.

**3) In Hardcopy**

Copies of the amendment request are available for public review at:

Oregon Department of Energy  
550 Capitol St. N.E.  
Salem, OR 97301

**Accessibility Information**

The Oregon Department of Energy is committed to accommodating people with disabilities. If you require any special physical or language

accommodations, or need information in an alternate format, please contact Esther Kooistra at 503-378-3895, toll-free in Oregon at 800-221-8035, or email to [esther.kooistra@oregon.gov](mailto:esther.kooistra@oregon.gov).

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Amended Site Boundary  
Carty Site Boundary Dispersion Areas



**Figure 9-2**  
**Site Overview and**  
**Amended Site Boundary**  
Request for Amendment No. 1  
Carty Generating Station Site Certificate  
Portland General Electric Company  
February 2018





# Oregon

Kate Brown, Governor

## Department of Transportation

Driver & Motor Vehicle Services

1905 Lana Ave NE

Salem, OR 97314

Phone: (503) 945-5000

February 21, 2018

Morrow Co. Commissioners  
110 N Court St, Suite 102  
PO Box 788  
Heppner, OR 97836

To Whom It May Concern:

The Department of Transportation, Driver and Motor Vehicle Services (DMV) Hermiston field office will be moving to a new location at 810 S Highway 395, Hermiston, Oregon. The grand opening for this new location will be on Monday, March 12, 2018. The office hours will remain the same 8:00AM– 5:00PM on Monday, Tuesday, Thursday and Friday, and from 9:00AM–5:00PM on Wednesday.

The new field office location will offer larger lobby space, additional parking, and easier access. We look forward to serving you at the new location next to Shari's Café and Pies.

The Hermiston field office will be moving Wednesday, March 7, 2018 through Friday, March 9, 2018. During this time the office will be closed. During the closure, the Pendleton DMV field office located at 1732 SW Court St, Pendleton, Oregon will be open to serve your business needs. The Pendleton field office hours are 8:30AM–5:00PM on Monday through Thursday, and 9:00AM–5:00PM on Friday.

Please keep in mind that the availability of on-line services provides a fast and convenient way to renew vehicle registration with a credit/debit card payment option.

For a complete list of DMV offices, hours, and directions and to access online services, please visit our website at [www.oregondmv.com](http://www.oregondmv.com).

If you have any questions, please call me at (503) 945-5222.

Sincerely,

Stefanie Coons, Manager  
Field Services Group  
ODOT/DMV