

MORROW COUNTY BOARD OF COMMISSIONERS MEETING AGENDA
Wednesday, May 2, 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 May 3rd
 - b. Minutes: April 11th Regular and Work Session
- 5. Department Reports**
 - a. Treasurer’s Monthly Report (Gayle Gutierrez, Treasurer)
- 6. Business Items**
 - a. Review Concessionaire Contract for The OHV Landing Kitchen (Justin Nelson, County Counsel)
 - b. Statewide Transportation Improvement Fund Advisory Board Discussion (Anita Pranger, Coordinator, The Loop)
 - c. Letter of support to seek grants for Courthouse repairs (Darrell Green, Administrator)
- 7. Department Reports, continued**
 - a. Administrator’s Monthly Report (Darrell Green, County Administrator)
 - b. Sheriff’s Office Monthly Report (Melissa Ross, Administrative Lieutenant)
 - c. Finance Department Quarterly Report (Kate Knop, Finance Director) **Postpone**
 - d. Assessment & Tax Quarterly Report (Mike Gorman, Assessor/Tax Collector)
- 8. Community Counseling Solutions Update** (Kimberly Lindsay, Executive Director)
- 9. Correspondence**
- 10. Commissioner Reports**
- 11. Signing of documents**
- 12. Tour of the Gilliam-Bisbee Building to review furnishings**
- 13. Lunch Break**
- 14. Executive Session:** Pursuant to ORS 192.660(2)(d) – To conduct deliberations with persons designated by the governing body to carry on labor negotiations
- 15. Adjournment**

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

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

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

Board of Commissioners Business Meeting Minutes
April 11, 2018
Irrigon Branch of the Oregon Trail Library District, Community Room
Irrigon, Oregon

Present

Chair Don Russell
Commissioner Jim Doherty
Commissioner Melissa Lindsay
Darrell Green, Administrator
Richard Tovey, County Counsel
Linda Skendzel, Veterans Services Officer
Carla McLane, Planning Department Director
Roberta Lutcher, Executive Assistant

Call to Order: 7:37 a.m.

Mr. Green distributed copies of building plans by Crow Engineering for a new County facility to be located in Irrigon. While it was understood from the beginning that this first draft would incorporate all the wishes of the Departments, it was acknowledged as not realistic at roughly 24,000 square feet. The Commissioners then reviewed the plans by Department and trimmed the square footage by just over 10,000 square feet. Mr. Green said he will contact Crow Engineering about the changes so they can produce a new floor plan, which will then undergo another review by the Board.

Adjourned: 9:03 a.m.

Board of Commissioners Meeting Minutes
April 11, 2018
Irrigon Branch of the Oregon Trail Library District, Community Room
Irrigon, Oregon

Present

Chair Don Russell
Commissioner Jim Doherty
Commissioner Melissa Lindsay
Darrell Green, Administrator
Richard Tovey, County Counsel
Karen Wolff, Human Resources Director
Roberta Lutcher, Executive Assistant

Call to Order and Pledge of Allegiance: 9:11 a.m.

City and Citizen Comments:

Irrigon City Manager Aaron Palmquist said many projects will come together in the year 2020 for Irrigon, adding it will be a major construction year.

Irrigon resident Barb Huwe thanked the Board for moving forward with the plans for a new building in Irrigon and said the facility should be built with future growth in mind.

Open Agenda: No items

Consent Calendar

Request to postpone review of March 28th Regular Meeting and Work Session Minutes.

Consent Calendar

Commissioner Lindsay moved to approve the following items in the Consent Calendar:

- 1. Accounts Payable dated April 12th in the amount of \$78,900.78; Two Payroll Payables: Immediates & Electronic dated March 27th in the amount of \$152,256.47 and Monthlies dated March 29th in the amount of \$181,506.23; April 2018 One-Time Retirement Tax Payment dated April 3rd in the amount of \$446.19; April 2018 Retirement Taxes dated April 3rd in the amount of \$18,486.16; Void Check to Oregon Festival & Events Association in the amount of \$649*
- 2. February 14th Work Session Minutes; March 29th Continuation of March 28th Regular Meeting Minutes*
- 3. Military Economic Advisory Committee Appointments: Roy Swafford as the Primary Oregon Military Department representative; Stan Hutchinson as the Alternate Oregon Military Department representative; Alec Shiebel as the Primary Umatilla Electric Cooperative representative; Retain Steve Meyers as the Alternate Umatilla Electric Cooperative representative*

Commissioner Doherty seconded. Unanimous approval.

Business Items

Request to Surplus Vehicle

Sandi Pointer, Public Works Management Assistant

Ms. Pointer explained the communication error that led to this vehicle not being declared surplus prior to it being sold at State Surplus.

Commissioner Lindsay moved to declare as surplus: 2004 Ford Expedition, Vehicle Identification Number 1FMPU16214LA92102, license plate number E245614. Commissioner Doherty seconded. Unanimous approval.

Collective Bargaining Negotiating Team Members Discussion and Possible Appointment

Karen Wolff, Human Resources Director

Ms. Wolff said the American Federation of State, County and Municipal Employees (AFSCME) “General Employee” and “Road Employee” contracts expire June 30, 2018. AFSCME would like to bargain subsequent contracts and Ms. Wolff recommended appointing negotiating teams for each unit.

Commissioner Doherty moved to appoint the following to the Road Bargaining Team: Morrow County Labor Counsel, Human Resources, County Administrator, and a Road Management Representative. Commissioner Lindsay requested the motion be amended to allow for a Finance Department Representative to be present as a resource. Commissioner Doherty amended his motion to allow for a Finance Department Representative to be present as a resource. Commissioner Lindsay seconded. Unanimous approval.

Commissioner Doherty moved to appoint Matt Scrivner, Public Works Director, as the Road Management Representative on the Road Bargaining Team. Commissioner Lindsay seconded. Unanimous approval.

Commissioner Doherty moved to appoint the following to the General Employee Bargaining Team: Morrow County Labor Counsel, Human Resources, County Administrator and a Finance Department Representative as a resource. Commissioner Lindsay seconded. Unanimous approval.

Department Reports

Juvenile Department Quarterly Report

Tom Meier

Mr. Meier reviewed his report of statistics for January 1, 2018-March 31, 2018. At the Board’s request, he also took time to explain the philosophical approaches of the Juvenile Department, Oregon Youth Authority and the Department of Human Services.

Justice Court Report

Judge Ann Spicer

Judge Spicer said she did not have a written report but levels have not changed. She said truancy issues are taking up a lot of her time.

Break: 10:39 a.m. **Resumed:** 10:50 a.m.

Planning Department Monthly Report

Carla McLane, Planning Director

Ms. McLane discussed two items:

- Lower Umatilla Basin Ground Water Management Area (LUBGWMA) – Phil Hamm, Oregon State University Extension, is building a collaborative group to identify information needed to help manage and/or reduce the ground nitrate problem in the Basin. Ms. McLane requested a budget amendment to the Water Fund of \$1,000 in this fiscal year and the next to assist OSU in support of the research. The Board agreed by consensus. Ms. McLane said she will work with the Finance Director on a supplemental budget action for this fiscal year, as well as reflect the same in the budget for the next fiscal year.
- Request for Cooperating Agency Status on the Mid-Columbia River Master Plan – Army Corps of Engineers staff have agreed to an informal Cooperating Agency relationship, which Ms. McLane said means Morrow County will be “fully at the table.” She added she is comfortable with the arrangement.

Natural Hazard Mitigation Plan/Community Wildfire Protection Plan Update

Stephen Wrecsics, GIS Planning Tech

Mr. Wrecsics provided updates on activities of both the Natural Hazard Mitigation Plan (NHMP) Steering Committee and the Community Wildfire Protection Plan Stakeholders Meeting. He noted the NHMP tabletop exercise is scheduled for May 10th in the Bartholomew Building Upper Conference Room. In attendance will be representatives from local Emergency Management agencies, State and Federal agencies, and local leaders. The exercise will simulate a wildfire located in the Blake Ranch area of Morrow County.

Correspondence

- Letter from Oregon Water Resources Department to Willow Creek Dairy issuing a stop use order on the well until a workable, totalizing flow meter is installed and operating properly.
- Table listing the U.S. Forest Service Secure Rural School funding to counties in Oregon for the Federal Fiscal Year 2017 Extension.
- Letter from Irrigon City Manager Aaron Palmquist thanking the County for the \$30,380 Irrigon received from the County as part of last year’s Grants to Cities program. In addition, Mr. Palmquist asked that Irrigon’s allocation be increased to a minimum of \$100,000 this year.

Commissioner Reports

- Commissioner Doherty discussed outreach to Commissioners statewide on several topics of mutual interest, and said he attended the North East Area Commission on Transportation meeting in La Grande last week.
- Commissioner Lindsay continues to be closely involved in the Local Public Safety Coordinating Council activities, and meetings involving the Navy, Bonneville Power Administration, and others regarding transmission lines. She is also exploring funding opportunities for improvements to the Morrow County Courthouse.
- Chair Russell attended the Association of Oregon Counties legislative meetings in Salem where preparations for the next legislative session are already underway. He reported he will be back in Salem Thursday for his first Oregon Parks and Recreation Department Committee meeting after having been appointed as the Representative for Counties East of the Cascades. The Committee establishes a funding priority list for the Land and Water Conservation Fund Grant Program. He said he plans to inform other entities and the various Park Districts in the area of this grant program opportunity.

Signing of documents

Adjourned: 12:02 p.m.



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TREASURER

Gayle L. Gutierrez

May 2, 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 2.10%.

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

The interest rate for Community Bank is .02%.

Outstanding checks as of March 31, 2018 total is \$429151.12. The reason for such a large amount of outstanding checks is due to several large checks written at the end on the month.

We have not yet received our letter from Treasury concerning the investment policy. I have contacted Treasury twice this month and I was told that they will be resending the letters. I have given Mr. Green a copy of the investment policy and I will be handing out a copy to you at the meeting today. This will give you time to peruse at your leisure and we can meet at a later date to discuss.

FUND	ACCOUNT#	ACCOUNT NAME	BEGINNING BALANCE	CURRENT ACTIVITY	CURRENT BALANCE
<u>CLAIM ON CASH</u>					
101-100-1-10-1500		GENERAL FC W/TREASURER	7,257,410.60 (	817,012.49)	6,440,398.11
200-100-1-10-1500		HERITAGE TRAIL FC W/TREAS	17,363.31	28.14	17,391.45
201-100-1-10-1500		ROAD EQUIP FC W/TREASURER	258,361.36 (	58,010.48)	200,350.88
202-100-1-10-1500		ROAD FC W/TREASURER	446,507.15 (	99,920.57)	346,586.58
203-100-1-10-1500		FINLEY BUTTES FC W/TREASURER	166,333.22	62,180.63	228,513.85
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	265,280.29	247,633.16	512,913.45
206-100-1-10-1500		LAW LIBRARY FC W/TREASURER	35,458.94 (	149.02)	35,309.92
207-100-1-10-1500		911 FC W/TREASURER	135,183.93 (	10,053.64)	125,130.29
208-100-1-10-1500		SURVEYOR PRES FC/TREASURER	200,467.28	1,475.42	201,942.70
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	622,673.55	247,201.30	869,874.85
211-100-1-10-1500		MCSO CO SCHOOL FC W/TREAS	228.74	7,242.21	7,470.95
212-100-1-10-1500		ISD COMMON SCH FC W/TREASURER	22.28	674.90	697.18
214-100-1-10-1500		FAIR FC W/TREASURER	157,149.31	4,326.12	161,475.43
215-100-1-10-1500		COMP EQUIP FC W/TREASURER	59,402.15 (	3,016.24)	56,385.91
216-100-1-10-1500		STF FC W/TREASURER	10,829.97 (	4,607.07)	6,222.90
217-100-1-10-1500		PROGRAMMING RES FC W/TREASURER	69,434.75	112.54	69,547.29
218-100-1-10-1500		ENFORCEMENT FC W/TREAS	22,538.23	36.53	22,574.76
219-100-1-10-1500		VIDEO LOTTERY FC W/TREAS	50,590.50 (	131.54)	50,458.96
220-100-1-10-1500		VICTIM/WITNESS FC W/TREAS	10,117.96	5,671.24	15,789.20
222-100-1-10-1500		WILLOW CREEK FEES FC W/TREAS	34,637.20	56.14	34,693.34
223-100-1-10-1500		CAMI GRANT FC W/TREAS	15,770.04 (	6,284.30)	9,485.74
224-100-1-10-1500		WEED EQUIP RES. FC W/TREAS	5,197.91	8.43	5,206.34
225-100-1-10-1500		STF VEHICLE FC W/TREAS	140,674.39	228.01	140,902.40
226-100-1-10-1500		FAIR ROOF FC W/TREAS	17,683.82	28.66	17,712.48
227-100-1-10-1500		HEPPNER ADMIN BLDG FC W/TREAS	245,891.02	398.55	246,289.57
228-100-1-10-1500		SAFETY COMMITTEE FC W/TREAS	20,564.59	33.33	20,597.92
229-100-1-10-1500		BLEACHER RESERVE FC W/TREAS	26,210.45	42.48	26,252.93
230-100-1-10-1500		RODEO FC W/TREAS	46,035.92	74.62	46,110.54
231-100-1-10-1500		JUSTICE COURT FC W/TREAS	111,850.47 (	47,427.20)	64,423.27
233-100-1-10-1500		CLERKS RECORD FC W/TREAS	16,996.36	161.16	17,157.52
234-100-1-10-1500		DUII IMPACT FC W/TREAS	26,362.53	42.73	26,405.26
236-100-1-10-1500		FAIR IMPROV. FUND FC W/TREAS	5,590.05	9.06	5,599.11
237-100-1-10-1500		BUILDING PERMIT FC W/TREAS	574,508.51 (	594.96)	573,913.55
238-100-1-10-1500		PARK FC W/TREAS	276,072.38	120,293.16	396,365.54
240-100-1-10-1500		EQUITY FC W/TREAS	84,844.47	137.52	84,981.99
241-100-1-10-1500		BUILDING RESERVE FC W/TREAS	217,390.60	352.36	217,742.96
243-100-1-10-1500		LIQUOR CONTROL FC W/TREAS	821.78	1.33	823.11
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	60,385.03	97.88	60,482.91
322-100-1-10-1500		COURT SECURITY FC W/TREAS	138,939.35	2,210.16	141,149.51
500-100-1-10-1500		ECHO WINDS FC W/TREAS	41,709.76	67.61	41,777.37
501-100-1-10-1500		SHEPHERDS FLAT FC W/TREAS	1,648,417.93	2,671.85	1,651,089.78
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	43,074.99	12,353.14	55,428.13
505-100-1-10-1500		IONE/LEX CEM-IRRIG FC W/TREAS	10,745.00	17.42	10,762.42
510-100-1-10-1500		P & P FC W/TREAS	72,547.11	216,410.37	288,957.48
514-100-1-10-1500		IONE SD B & I FC W/TREAS	1,850.03 (	1,236.24)	613.79

FUND	ACCOUNT#	ACCOUNT NAME	BEGINNING BALANCE	CURRENT ACTIVITY	CURRENT BALANCE
515-100-1-10-1500	BOARDMN URB REN FC W/TREAS		497.16 (	336.21)	160.95
516-100-1-10-1500	RADIO DIST FC W/TREAS		3,097.88 (	2,073.95)	1,023.93
519-100-1-10-1500	WEST BOARDMN URA FC W/TREAS		425.42 (	292.20)	133.22
521-100-1-10-1500	PGE CARTY FC W/TREAS		50,447.16	81.77	50,528.93
617-100-1-10-1500	MO CO HEALTH DIST FC W/TREAS		16,471.16 (	11,024.54)	5,446.62
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		4,017.11 (	2,679.27)	1,337.84
622-100-1-10-1500	CITY OF HEPPNER B & I FC W/TRE		0.25 (	0.25)	0.00
623-100-1-10-1500	CITY OF IRRIGON B & I FC W/TRE		2,098.71 (	1,402.76)	695.95
624-100-1-10-1500	CITY OF LEXINGTON B & I FC W/T		1,245.38	41.68	1,287.06
625-100-1-10-1500	BOARDMAN PARK & REC B & I		0.00	0.00	0.00
626-100-1-10-1500	MAN. STRUCTURE OMBUDSMAN		52.55 (	35.65)	16.90
628-100-1-10-1500	WILLOW CREEK PARK B & I FC W/T		3,090.16	14.70	3,104.86
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		1,533.49 (	1,026.83)	506.66
631-100-1-10-1500	CITY OF BOARDMAN FC W/TREAS		17,418.64 (	11,714.64)	5,704.00
632-100-1-10-1500	CITY OF HEPPNER FC W/TREAS		3,711.51 (	2,500.07)	1,211.44
633-100-1-10-1500	CITY OF IONE FC W/TREAS		588.24 (	395.78)	192.46
634-100-1-10-1500	CITY OF IRRIGON FC W/TREAS		1,814.57 (	1,219.74)	594.83
635-100-1-10-1500	CITY OF LEXINGTON FC W/TREAS		351.62 (	235.96)	115.66
636-100-1-10-1500	BOARDMAN RFPD FC W/TREAS		10,016.86 (	6,695.05)	3,321.81
638-100-1-10-1500	HEPPNER RFPD FC W/TREAS		564.41 (	379.50)	184.91
639-100-1-10-1500	IRRIGON RFPD FC W/TREAS		1,055.44 (	709.57)	345.87
640-100-1-10-1500	IONE RFPD FC W/TREAS		561,733.38 (	11,217.43)	550,515.95
641-100-1-10-1500	S GILLIAM RFPD FC W/TREAS		110.24	0.52	110.76
642-100-1-10-1500	BOARDMAN CEMETERY FC W/TREAS		230.16 (	156.03)	74.13
643-100-1-10-1500	HEPPNER CEMETERY FC W/TREAS		474.98 (	319.52)	155.46
644-100-1-10-1500	IONE-LEX CEMETERY FC W/TREAS		104,916.58 (	4,626.54)	100,290.04
645-100-1-10-1500	IRRIGON CEMETERY FC W/TREAS		200.08 (	135.04)	65.04
646-100-1-10-1500	WILLOW CREEK PARK FC W/TREAS		1,397.14 (	939.87)	457.27
647-100-1-10-1500	BOARDMAN PARK FC W/TREAS		2,429.71 (	1,646.88)	782.83
648-100-1-10-1500	IRRIGON PARK FC W/TREAS		795.39 (	536.21)	259.18
649-100-1-10-1500	BOARDMAN PK B&I FC W/TREASURER		6,207.36 (	4,256.51)	1,950.85
650-100-1-10-1500	MO CO UNIFIED REC FC W/TREAS		660,789.98	4,584.26	665,374.24
651-100-1-10-1500	HEPPNER WATER CONTROL FC W/TRE		89.56 (	60.35)	29.21
652-100-1-10-1500	MO CO SCHOOL DIST FC W/TREAS		66,689.27 (	44,473.43)	22,215.84
653-100-1-10-1500	MO CO SCHOOL B & I FC W/TREAS		1,842,688.18	8,391.43	1,851,079.61
654-100-1-10-1500	UMATILLA-MORROW ESD FC W/TREAS		11,170.83 (	7,482.18)	3,688.65
655-100-1-10-1500	CHAPLAINCY PROG FC W/TREAS		13.60	0.02	13.62
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		12,295.10	19.93	12,315.03
658-100-1-10-1500	BMCC FC W/TREASURER		11,993.15 (	8,031.96)	3,961.19
659-100-1-10-1500	BMCC B & I FC W/TREASURER		4,014.88 (	2,730.55)	1,284.33
660-100-1-10-1500	NORTH MO VECTOR CONT FC W/TREA		3,831.30 (	2,561.08)	1,270.22
662-100-1-10-1500	IONE LIBRARY DIST FC W/TREAS		420.56 (	283.03)	137.53
663-100-1-10-1500	OREGON TRAIL LIB FC W/TREAS		3,934.12 (	2,632.11)	1,302.01
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		1,780.27 (	1,190.17)	590.10
667-100-1-10-1500	EOTT FC W/TREASURER		0.00	0.00	0.00

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		10,349.55	16.78	10,366.33
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		753.45	25.09	778.54
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		1,091.37	1.77	1,093.14
676-100-1-10-1500	IONE RFPD RESERVE FC W/TREAS		164,695.47	266.95	164,962.42
678-100-1-10-1500	STATE ADMIN CONT FC W/TREAS		0.00	0.00	0.00
680-100-1-10-1500	PERSONAL PROPERTY SALES FC W/T		0.00	0.00	0.00
681-100-1-10-1500	COUNTY A & T FC W/TREAS		10,939.08	3,597.86	14,536.94
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		1,808.30	8.53	1,816.83
684-100-1-10-1500	FINLEY BUTTES CLOSURE FC W/TRE		1,195,138.07	1,937.15	1,197,075.22
685-100-1-10-1500	STATE HOUSING FC W/TREAS		5,434.68	2,731.09	8,165.77
686-100-1-10-1500	IONE LIBRARY BLDG FC W/TREAS		35,877.82	15,076.98	50,954.80
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		6,617.34 (	4,452.58)	2,164.76
690-100-1-10-1500	HEPPNER RURAL FIRE DIST BOND		330.38 (	229.75)	100.63
691-100-1-10-1500	CITY OF HEPPNER BND FC W/TREAS		467.59 (	324.67)	142.92
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	(	281.25)	18,767.41	18,486.16
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			18,624,311.01 (	201,609.53)	18,422,701.48

CASH IN BANK - POOLED CASH

999-100-1-10-1501	AP POOLED BEO		108,713.93	16,480.22	125,194.15
999-100-1-10-1502	PAYROLL BEO		159,396.35 (	147,802.89)	11,593.46
999-100-1-10-1503	STATE TREASURY POOL		18,503,478.30 (	218,090.90)	18,285,387.40
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			18,771,688.70 (	349,413.57)	18,422,275.13

WAGES PAYABLE

999-100-2-60-6001	WAGES PAYABLE		147,804.04 (	147,804.04)	0.00
SUBTOTAL WAGES PAYABLE			147,804.04 (147,804.04)	0.00

TOTAL CASH IN BANK - POOLED CASH			18,623,884.66 (201,609.53)	18,422,275.13
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AGENDA ITEM COVER SHEET
Morrow County Board of Commissioners
(Page 2 of 2)

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

See attached packet

2. FISCAL IMPACT:

None, 10% income of total gross sales of operation is paid back to the parks fund.

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

Motion to sign contract for the operation of The Landing at the Morrow County OHV park beginning on April 30th, 2018 thru November 30th, 2018 with Barbara Richmond Harris and Jacob Richmond.

Attach additional background documentation as needed.

1
2
3
4
5
6 **MORROW COUNTY PERSONAL/PROFESSIONAL SERVICES CONTRACT**
7 **The Landing at Morrow/Grant County OHV Park**
8
9

10 **This Contract** is between Morrow County, a political subdivision of the State of Oregon, hereafter called
11 **County**, and Barbara Richmond Harris and Jacob Richmond, hereafter called **Contractor**. **County's** Contract
12 Administrator for this contract is Matt Scrivner, Public Works Director.
13

14 **1. Effective Date and Duration.** This contract shall become effective on **April 30, 2018** or the date at which
15 this Contract has been signed by every party hereto, whichever occurs first. Unless earlier terminated or
16 extended, this Contract shall expire when **County** closes the park or on November 11, 2018. The specific
17 dates of park closing shall be determined by the County, depending upon the weather, the hunting season
18 schedules, and the days upon which weekends occur. Expiration shall not extinguish or prejudice **County's**
19 right to enforce this Contract with respect to any breach of a **Contractor** warranty; or any default or defect
20 in **Contractor** performance that has not been cured.
21

22 **2. Statement of Work.**

23
24 **a. Contractor** agrees to perform the Work in accordance with the terms and conditions of the attached
25 **The Landing Kitchen** Policy and Scope Exhibit A, Exhibit B, Exhibit C, and Exhibit D.
26

27 **3. Consideration**

28
29 **a. County** will receive from **Contractor 10% (Ten Percent)** of the gross sales for accomplishing the
30 Work as described in Section 2- Statement of Work.
31

32 **4. Contract Documents.** This contract consists of this Contract and attached Scope of Work (Exhibit A),
33 cleaning specifications (Exhibit B), complete RFP from **Contractor** (Exhibit C) menu and operating hours
34 supplied by **Contractor** (Exhibit D). All attached Exhibits are hereby incorporated by reference.
35

36 **5. Independent Contractor; Responsibility for Taxes and Withholding**

37
38 **a. Contractor** shall perform required Work as an independent contractor. The delivery and hourly
39 schedule for the work to be performed as described in Exhibits A, B, C, and D shall not be amended
40 unless jointly agreed, in writing, by both parties.
41

42 **b. If Contractor** is currently performing work for County, the State of Oregon or the Federal
43 Government, **Contractor** by signature to this Contract declares and certifies that: **Contractor's** work
44 to be performed under this Contract creates no potential or actual conflict of interest as defined by ORS
45 244 and that no rules or regulations of **Contractor's** employing entity (county, state or federal) would
46 prohibit **Contractor's** activities under this Contract. **Contractor** is not an "officer", "employee", or
47 "agent" of the **County**, as those terms are used in ORS 30.265.
48

49 c. **Contractor** shall be responsible for all federal or state taxes applicable to compensation or payments
50 paid to **Contractor** under this Contract and, unless **Contractor** is subject to backup withholding,
51 **County** will not withhold from such compensation or payments any amount(s) to cover **Contractor's**
52 federal or state tax obligations. **Contractor** is not eligible for any Social Security, unemployment
53 insurance or workers' compensation benefits from compensation or payments paid to **Contractor** under
54 this Contract, except as a self-employed individual.
55

56 **6. Subcontracts and Assignment; Successors and Assigns.**
57

58 a. **Contractor** shall not enter into any subcontracts for any of the Work required by this Contract, or
59 assign or transfer any of its interest in this Contract, without **County's** prior written consent. In
60 addition to any other provisions **County** may require, **Contractor** shall include in any permitted
61 subcontract under this Contract a requirement that the subcontractor be bound by sections 6, 10, 11, 15,
62 and 17 of this Contract as if the subcontractor were the **Contractor**. **County's** consent to any
63 subcontract shall not relieve **Contractor** of any of its duties or obligations under this Contract. If so
64 granted the **County** shall be sent a full copy of any contract interred into by **Contractor**.
65

66 b. The provisions of this contract shall be binding upon and shall inure to the benefit of the parties
67 hereto, and their respective successors and assigns, if any.
68

69 **7. No Third Party Beneficiaries.** **County** and **Contractor** are the only parties to this Contract and are the
70 only parties entitled to enforce its terms. Nothing in this Contract gives, is intended to give, or shall be
71 construed to give or provide any benefit or right, whether directly, indirectly or otherwise, to third persons
72 unless such third persons are individually identified by name herein and expressly described as intended
73 beneficiaries of the terms of this Contract.
74

75 **8. Funds Available and Authorized**
76

77 a. **Contractor** shall not be compensated for work performed under this contract by any other **County**
78 or department of the State of Oregon. **County** has sufficient funds currently available and authorized
79 for expenditure to finance the costs of this Contract.
80

81 b. **County** will only pay for completed work that is accepted by **County**.
82

83 **9. Representations and Warranties**
84

85 a. **Contractor's Representations and Warranties.** **Contractor** represents and warrants to **County**
86 that (1) **Contractor** has the power and authority to enter into and perform this Contract, (2) this
87 Contract, when executed and delivered, shall be a valid and binding obligation of **Contractor**
88 enforceable in accordance with its terms, (3) the Work under this Contract shall be performed in a good
89 and workmanlike manner and in accordance with the highest professional standards, (4) **Contractor**
90 shall, at all times during the term of this Contract, be qualified, professionally competent, and duly
91 license to perform the Work.
92

93 b. **Warranties Cumulative.** The warranties set forth in this section are in addition to, and not in lieu
94 of, any other warranties provided.
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10. Ownership of Work Product, Social Media Accounts, Facility Name

a. Work Product: Contractor hereby irrevocably assigns all of its right, title, and interest in and to any and all interest arising from copyright, patent, trademark, or any other state or federal intellectual property law or doctrine related to The Landing Lodge, it's image or likeness, its name, or reputation. Contractor's recipes, trade practices, techniques, and procedures have been developed by Contractor prior to commencement of this Contract, and shall not become property of the County.

b. Social Media: All social media, electronic or digital content and or advertisement used by Contractor during Contractor's performance of the Work that utilizes trademarks, name or names (in particular the name "The Landing", "The Landing Lodge") owned or associated with County shall be conducted in a good faith manner, and shall at all times represent The Landing in a professional manner. Administrative rights to any and all social media, electronic or digital content and or advertisement that utilize trademarks, name or names (in particular the name "The Landing", "The Landing Lodge") owned or associated to County shall be provided to the Morrow County Public Works Department by Contractor. At termination of contract all social media or digital media must be discontinued and turned over to County with all exclusive administrative rights. Social media as described in this section includes, but is not limited to, the Facebook page "The Landing Lodge".

c. Facility Name: County has sole ownership of facility names: The Landing Lodge and The Landing. Upon termination of this contract, Contractor shall cease use of the name and terms "The Landing Lodge" and "The Landing."

11. Indemnity. Contractor shall defend, save, hold harmless, and indemnify the State of Oregon and County, their officers, employees, agents, from and against all claims, suits, or actions, losses, damages, liabilities costs and expenses of any nature whatsoever resulting from, arising out of, or relating to the activities of Contractor or its officers, employees, subcontractors, or agents under this Contract. All advertising will be done at contractor's expense. All use of trademarks, name or names owned or associated to Morrow county and/or Grant County in any form of advertisement, social media and/or digital media must have written permission from County.

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

13. Termination

a. Parties Right to Terminate for Convenience. This Contract may be terminated at any time by mutual written consent of the parties or with the terminating party providing 14-Days written notice to the other party.

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

147
148 **c. Contractor's Tender Upon Termination.** Upon receiving a notice of termination of this Contract,
149 **Contractor** shall immediately cease all activities under this Contract, unless **County** expressly directs
150 otherwise in such notice of termination. Upon termination of this Contract, **Contractor** shall deliver to
151 **County** all documents, information, works-in-progress and other property that are or would be
152 deliverables had the Contract been completed. Upon **County** request, **Contractor** shall surrender to
153 anyone **County** designates, all documents, research or objects or other tangible things needed to
154 complete the Work. As specified in Section 10, **Contractor** shall cease use of social media sites for
155 The Landing Lodge and The Landing and transfer those to **County**. **Contractor** shall also cease use of
156 the term, logo, or designation of The Landing Lodge and/or The Landing.

157
158 **14. Limitation of Liabilities.** EXCEPT FOR LIABILITY ARISING UNDER OR RELATED TO
159 SECTIONS 13. (e)(ii) or 9(a), NEITHER PARTY SHALL BE LIABLE FOR (I) ANY INDIRECT,
160 INCIDENTAL, CONSEQUENTIAL OR SPECIAL DAMAGES UNDER THE CONTRACT OR (ii)
161 ANY DAMAGES OF ANY SORT ARISING SOLELY FROM THE TERMINATION OF THIS
162 CONTRACT IN ACCORDANCE WITH ITS TERMS.

163
164 **15. Records Maintenance; Access.** Contractor shall maintain all fiscal records relating to this Contract in
165 accordance with generally accepted accounting principles. In addition, **Contractor** shall maintain any other
166 records pertinent to this Contract in such a manner as to clearly document **Contractor's** performance.
167 **Contractor** shall retain and keep accessible all fiscal records, books, documents, papers, and writings for such
168 a time and in such a manner as to comply with all federal, state, and local laws. **Contractor** acknowledges and
169 agrees that **County** shall have access to sale records and documents related to calculation of consideration in
170 Section 3 to perform examinations and audits and make excerpts and transcripts. It is agreed and understood by
171 both parties that access and review of records is necessary to audit compliance of Section 3 of this contract.

172
173 **16. Compliance with Applicable Law.** Contractor shall comply with all federal, state and local laws,
174 regulations, executive orders and ordinances applicable to the Work under this Contract. Without limiting the
175 generality of the foregoing, **Contractor** expressly agrees to comply with: (i) Title VI of Civil Rights Act of
176 1964; (ii) Section V of the Rehabilitation Act of 1973; (iii) the Americans with Disabilities Act of 1990 and ORS
177 659.425; (iv) all regulations and administrative rules established pursuant to the foregoing laws; and (v) all other
178 applicable requirements of federal and state civil rights and rehabilitation statutes, rules and regulations.
179 **County's** performance under this Contract is conditioned upon **Contractor's** compliance with the provisions of
180 ORS 279.312, 279.314, 279.316, 279.320, and 279.555, which are incorporated by reference herein.

181
182 **17. Foreign Contractor.** If **Contractor** is not domiciled in or registered to do business in the State of Oregon,
183 **Contractor** shall promptly provide to the Oregon Department of Revenue and the Secretary of State Corporation
184 Division all information required by those agencies relative to this Contract. **Contractor** shall demonstrate its
185 legal capacity to perform the Work under this Contract in the State of Oregon prior to entering into this Contract.

186
187 **18. Force Majeure.** Neither **County** nor **Contractor** shall be held responsible for delay or default caused by
188 fire, riot, acts of God, or war where such cause was beyond, respectively, **County's** or **Contractor's** reasonable
189 control. **Contractor** shall, however, make all reasonable efforts to remove or eliminate such a cause of delay
190 or default and shall, upon the cessation of the cause, diligently pursue performance of its obligations under this
191 contract.

192
193 **19. Survival.** All rights and obligations shall cease upon termination or expiration of this Contract, except for
194 the rights and obligations set forth in Sections 1, 9, 10, 11, 13, 14, 15, 19, and 26.

196 **20. Time is of the Essence.** Contractor agrees that time is of the essence under this Contract.
197

198 **21. Notice.** Except as otherwise expressly provided in this Contract, any communication between the parties
199 hereto or notices to be given hereunder shall be given in writing by personal delivery, facsimile, or certified
200 mail, to Contractor or County at the address or number set forth below of this Contract, or to such other
201 addresses or numbers as either party may hereafter indicate pursuant to this Section 21. Any communication
202 or notice so addressed and mailed shall be deemed to be given five (5) days after mailing. Any communication
203 or notice delivered by facsimile shall be deemed to be given when receipt of the transmission is generated by
204 the transmitting machine. To be effective against County, such facsimile transmission must be confirmed by
205 telephone notice to County's Contract Administrator. Any communication or notice by personal delivery
206 shall be deemed to be given when actually delivered.
207

208 **22. Severability.** The parties agree that if any term or provision of this contract is declared by a court of
209 competent jurisdiction to be illegal or in conflict with any law, the validity of the remaining terms and
210 provisions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as
211 if the contract did not contain the particular term or provision held to be invalid.
212

213 **23. Counterparts.** This Contract may be executed in several counterparts, all of which when taken together
214 shall constitute one agreement binding on all parties, notwithstanding that all parties are not signatories to the
215 same counterpart. Each copy of the Contract so executed shall constitute an original.
216

217 **24. Disclosure of Social Security Number.** Contractor must provide Contractor's Social Security number
218 unless Contractor provides a federal tax ID number. This number is requested pursuant to ORS 305.385,
219 OAR 125-20-410(3) and OAR 150-305.100. Social Security numbers provided pursuant to this authority will
220 be used for the administration of state, federal and local tax laws.
221

222 **25. Governing Law, Venue, Consent to Jurisdiction.** This Contract shall be governed by and construed in
223 accordance with the laws of the State of Oregon without regard to principles of conflicts of law. Any claim,
224 action, suit or proceeding (collectively, "Claim") between County (and/or any other County or department of the
225 State of Oregon) and Contractor that arises from or relates to this Contract shall be brought and conducted solely
226 and exclusively within the Circuit Court of Morrow County for the State of Oregon; provided, however, if a
227 Claim must be brought in a federal forum, then it shall be brought and conducted solely and exclusively within
228 the United States District Court for the District of Oregon. **CONTRACTOR, BY EXECUTION OF THIS**
229 **CONTRACT, HEREBY CONSENTS TO THE IN PERSONAM JURISDICTION OF SAID COURTS.**
230

231 **26. Merger.** This contract and attached exhibits constitute the entire agreement between the parties on the
232 subject matter hereof. There are no understandings, agreements, or representations, oral or written, not
233 specified herein regarding this Contract. No waiver, consent, modification or change of terms of this Contract
234 shall bind either party unless in writing and signed by both parties and all necessary State approvals have been
235 obtained. Such waiver, consent, modification or change, if made, shall be effective only in the specific
236 instance and for the specific purpose given. The failure of County to enforce any provision of this Contract
237 shall not constitute a waiver by County of that or any other provision.
238
239
240

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

244 **CONTRACTOR DATA AND CERTIFICATION**

245 Name (tax filing): Barbara Richmond Harris and Jacob Richmond

246 Address: P.O. Box 567, Heppner, OR 97836

247 Citizenship, if applicable: Non-resident alien Yes No

248 Business Designation (check one):

249 Corporation Partnership Limited Partnership Limited Liability Company

250 Limited Liability Partnership Sole Proprietorship Other _____

251 _____

252 Federal Tax ID#: _____ - _____ or SSN#: _____ - _____ - _____

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

257
258 **Certification:** The individual signing on behalf of **Contractor** hereby certifies and swears under penalty of
259 perjury: (a) the number shown on this form is **Contractor's** correct taxpayer identification; (b) **Contractor** is
260 not subject to backup withholding because (i) **Contractor** is exempt from backup withholding, (ii) **Contractor**
261 has not been notified by the IRS that **Contractor** is subject to backup withholding as a result of a failure to report
262 all interest or dividends, or (iii) the IRS has notified **Contractor** that **Contractor** is no longer subject to backup
263 withholding; (c) s/he is authorized to act on behalf of **Contractor**, s/he has authority and knowledge regarding
264 **Contractor's** payment of taxes, and to the best of her/his knowledge, **Contractor** is not in violation of any
265 Oregon tax laws (including, without limitation, those listed in Exhibit B); (d) **Contractor** is an independent
266 contractor as defined in ORS 670.600; and (e) the above **Contractor** data is true and accurate.

267
268
269
270

271 **CONTRACTOR**

272
273
274

275 By: _____ Title; _____ Date: _____

276
277
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279 Facsimile number: _____ Phone number: _____

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282 By: _____ Title; _____ Date: _____

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COUNTY
MORROW COUNTY BOARD OF COMMISSIONERS

Date: _____

Approved as to Form:

Morrow County Counsel

Don Russell, Board Chair

Jim Doherty, Commissioner

Melissa Lindsay, Commissioner

Exhibit A

Mission Statement for The Landing at Morrow/Grant County OHV Park

The purpose of The Landing is to provide a welcoming environment for the OHV Park guests. The Landing is a place where patrons may gather to relax, visit or to enjoy a meal offered with top service. This experience should enhance the park guest's experience during their time at the park.

The Landing Kitchen Policy Scope of Work

- 1) The concessionaire is required to provide food service to the public as per the agreement. The concessionaire will be identified as the park's food service provider and shall follow all food sanitation rules and regulations, including providing all necessary permits and licenses. One full hook-up (Power, Water, Sewer) RV campsite will be provided if necessary.
- 2) . At a minimum, proposals must provide a menu for four (4) days per week (Thursday, Friday, Saturday, and Sunday) and all holidays during the season.
- 3) The concessionaire will be required to provide a business plan that will include; hours of operation, months of operation and a menu. This plan must be mutually agreed on by the Park's manager, the Public Works Director and the concessionaire.
- 4) The concessionaire will provide proof of insurance.
- 5) The concessionaire will submit a monthly statement showing the gross income of the services provided through this contract. Statement must show a detailed list of all sales.
- 6) As part of this agreement and based on the above monthly statements the concessionaire will pay the County 10% of the monthly gross income. Payment shall be made out to Morrow County OHV Park, paid by the 15th of the following month, and delivered to the Morrow County Public Works Department.
- 7) The County may renew this contract every year without seeking outside proposals. This will occur if both parties are satisfied with the existing conditions of the agreement. The concessionaire and the County will review the agreement on or before August 31st each year to aide in effective changes prior to seeking other proposals.

Other duties of the concessionaire include but are not limited to:

- Be knowledgeable regarding park rules and regulations.
- Be observant and responsible for conditions or situations occurring in The Landing that would require immediate attention.
- Be aware that you are a visible representative of the County and the Park. Concessionaire and employees of shall be neat and clean in appearance and shall conduct themselves in a manner which is appropriate for persons in public service. They shall also be courteous, efficient and helpful to everyone in their work and shall do the best job possible on every assignment.
- Be responsible for the cleanliness of the facility. Maintain a sanitary environment by daily cleaning of the kitchen, dining hall and restrooms, checking that dispensers are full of paper products and/or soap.

EXIBIT B

The County will be responsible for vent and hood cleaning at the beginning of the season. The contractor will be responsible for any additional hood and vent cleaning deemed necessary for the rest of the season.

Contractor is responsible for keeping the building clean, sanitized and up to ORS standards. A preseason and post season cleaning of all aspects of the building.

County will provide paper towels and toilet paper for the restroom, contractor will keep the restroom area clean and install all paper products provided by the county.

Exhibit C

Untitled

March 16 2018

Attached please find our RFP for the operation of The Landing Lodge at the Morrow Grant County OHV Park.

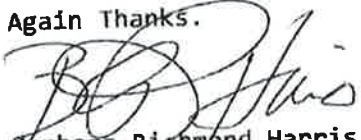
Let me first say Thank you for taking the time to review this information and give us consideration.

Because of the need to merge both documents together so our reponse to the questions in Section 4, you will note that our spacing was staggerred during the conversion. Unfortunately this could not be corrected. Feel free to contact me with any questions.

Please note that in the Introduction it stated the operational contract would run from Approx May 1, 2018 to Nov 30, 2020. In the past, we have opened by the 7-15 of April to help out all of the turkey hunters, especially the Youth during their special hunt. I know it would be a rush, but we would like to be open NO LATER than April 15, 2018. With the Appreciation Dinner to be held as in years past on Saturday April 14, 2018.

Should you have any question, all contact info is below

Again Thanks.



Barbara Richmond Harris
po box 567
Heppner OR 97836
541.969.3822
djo91811@hotmail.com

Jake Richmond
simpleman28@gmail.com
541.419.5603

REQUEST FOR PROPOSALS

FOR

Concessionaire in OHV Landing Kitchen

FOR

MORROW COUNTY -PUBLIC WORKS PROJECTS

MORROW COUNTY

365 W Hwy 74
P.O. Box 428 Lexington,
Oregon 97839
(541) 989-9500

February 2018

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<u>Section 2: Inquiries</u>	<u>3</u>
<u>Section 3: The Landing Kitchen Policy Scope of Work</u>	<u>4</u>
Section 4: RFP Contents	5
Section 5: Proposal Evaluation and Contractors Selection	6
<u>Section 6: General Information</u>	<u>7</u>

INTRODUCTION

Morrow County, hereinafter known as the County, is seeking the services of a qualified concessionaire to provide food preparation services for the Morrow County Landing Lodge kitchen as to provide service for the season. The contract is anticipated to start May 1, 2018 and end around Nov. 30, 2018. The contract may be extended by agreement of both parties at the end of each season. The County reserves the right to amend this contract for additional time if it is in the best interest of the County.

Section 1: RFP Submittal and Closing Date

Morrow County
Attn: Sandi Pointer
P.O. Box 428
365 W Hwy 74
Lexington, OR 97839
(541) 989-9500

Section 2: Inquiries

- 2.1** Questions that arise prior to the RFP deadline shall be addressed to the following:

Morrow County
Attn: Sandi Pointer
P.O. Box 428
365 W Hwy 74
Lexington, OR 97839
(541) 989-9500

- 2.2** Contractors shall submit questions in writing to Sandi Pointer no later than TWO days prior to the submittal date. Substantive questions and answers will be provided to all RFP recipients.

Section 3: The Landing Kitchen Policy Scope of Work

Mission Statement for The Landing at Morrow/Grant County OHV Park

The purpose of The Landing is to provide a welcoming environment for the OHV Park guests. The Landing is a place where patrons may gather to relax, visit or to enjoy a meal offered with top service. This experience should enhance the park guest's experience during their time at the park.

The Landing Kitchen Policy Scope of Work

- 1) The concessionaire is required to provide food service to the public as per the agreement. The concessionaire will be identified as the park's food service provider and shall follow all food sanitation rules and regulations, including providing all necessary permits and licenses. One full hook-up (Power, Water, Sewer) RV campsite will be provided if necessary.
- 2) . At a minimum, proposals must provide a menu for four (4) days per week (Thursday, Friday, Saturday, and Sunday) and all holidays during the season.
- 3) The concessionaire will be required to provide a business plan that will include; hours of operation, months of operation and a menu. This plan must be mutually agreed on by the Park's manager, the Public Works Director and the concessionaire.
- 4) The concessionaire will provide proof of insurance.
- 5) The concessionaire will submit a monthly statement showing the gross income of the services provided through this contract. Statement must show a detailed list of all sales.
- 6) As part of this agreement and based on the above monthly statements the concessionaire will pay the County 10% of the monthly gross income. Payment shall be made out to Morrow County OHV Park, paid by the 15th of the following month, and delivered to the Morrow County Public Works Department.
- 7) The County may renew this contract every year without seeking outside proposals. This will occur if both parties are satisfied with the existing conditions of the agreement. The concessionaire and the County will review the agreement on or before August 31st each year to aide in effective changes prior to seeking other proposals.

Other duties of the concessionaire include but are not limited to:

- Be knowledgeable regarding park rules and regulations.
- Be observant and responsible for conditions or situations occurring in The Landing that would require immediate attention.
- Be aware that you are a visible representative of the County and the Park. Concessionaire and employees of shall be neat and clean in appearance and shall conduct themselves in a manner which is appropriate for persons in public service. They shall also be courteous, efficient and helpful to everyone in their work and shall do the best job possible on every assignment.

- Be responsible for the cleanliness of the facility. Maintain a sanitary environment by daily cleaning of the kitchen, dining hall and restrooms, checking that dispensers are full of paper products and/or soap.

Section 4: RFP Content Requirements

4.0 Contractors Capabilities/Experience/References

John Harris Concessions was previously the contractor for Morrow County Parks Department operation The Landing Lodge. We held that contract from 4/2015 to 11/2017. During that time we provided the parks guests with high quality food while maintaining the highest health standards. With careful planning, marketing and community partnerships we were able to increase our overall sales by almost 27% in 2017, over the previous season.

We have attached letters from Lohman Helicopters, Brandon Britt of ODF for our services to their crews, as well as a certificate from The Northwest Trail Riders for our continued donations to their Mother Day race at the OHV Park. Other references you are free to check include long time park guests Deb and Gary Clark of Touchet Washington. For many years they have stayed at the OHV for their anniversary. We even baked them a cake! Local residents Sid Zinter and family and your across the road neighbor John Patterson, as well as longtime Heppner resident Shirly Ruggs can also be contacted. Shirley is a weekly visitor to the restaurant for our famous Senior Sunday. Heppner Booster Club can be contacted regarding our Mustang Mondays. That day, \$1.00 from every burger or basket is donated to the Booster Club. This in no way affects the county's commission. Its just our way of giving back to those who support us, just like the donations to NWTRA and the EMS Poker Run also held at the park.

An equipment list will be available if awarded contract. We will be increasing our inventory if awarded the contract. A list of what equipment we have will be provided

just prior to opening and a full inventory can once again be taken. Any of the county's cooking utensils or equipment not being used can then be removed for safe keeping and the correct total inventory list will be kept on hand.

HOURS WILL BE AS FOLLOWS

MONDAY	10am-5pm MUSTANG MONDAY
TUESDAY	CLOSED
WEDNESDAY	10am-8pm
THURSDAY	10am-8pm DINNER SPECIAL HAMBURGER
STEAK DINNER	
FRIDAY	10am-8pm DINNER SPECIAL CHICKEN FRIED STEAK
DINNER	
SATURDAY	8am-8pm BREAKFAST BUFFET 8AM - 11AM OR
SOLD OUT	
PRIME RIB DINNER	6PM – CLOSE BY RESERVATION ONLY
SUNDAY	8am-5pm BREAKFAST BUFFET 8AM - 11AM OR
SOLD OUT	
	SENIOR MEAL DINNER NOON - 5 or sold out
	REGULAR MENU ALSO AVAILABLE

Our new menu is attached for you convenience.

During the week days we will be providing biscuits and gravy all day as well as various continental breakfast style items such as donuts, muffins, coffee, juice, fruit etc. No menu is available as those items could change due to availability. Pricing will be by the item.

4.1 Project Team

A/B.

This business will be a partnership between BARBARA RICHMOND-HARRIS and son JAKE RICHMOND. Primary contact person for the duration of the contract will be

BARBARA RICHMOND-HARRIS. Her principal involvement will be 100%. Jake being an equal partner shall have 100% authority to speak for Barbara and make decisions however be advised 100% of the information/changes are discussed between the two, regardless if both are present. Both parties will share responsibility for the performance of this contract. The other KEY person will be JOHN HARRIS. As he is not employed he will act in any position that is required.

C.

Commercial Liability Insure binder will be provided once the proper documentation is provided to our insurance company, Wheatland. This will include a copy of the contract as well as vent hood documentation. Workers Comp is NOT available to owners as we carry no payroll an are self insured. When payroll is incurred, then we can seek workers comp.

D.

As per Oregon State Law, ANYONE who enters the kitchen must have a food handlers license and all members of the project team are current licensed food handlers.

4.2 Method of Approach

We feel it paramount that we work closely with the Public Works Director and park management to make sure that all of countys and the vendors needs and expectations are met. The previous public works director had wanted us to try to draw more business from local communities. With that in mind we proposed and implemented "Senior Sunday" marketed directly to local residents. Immediately we began to see people from Heppner, Spray and as far away as hermiston making the trip to the park just for our Sunday dinners. It continued to grow in popularity and prior to the end of our 2017 contract, Sunday could be counted on being one of our busiest days of the week. We also worked with Greg Close and were able to divide costs and provide satellite TV inside the restaurant for park guests and employees to enjoy on their free time. We've gone as far as keeping small gifts on hand for park patrons who may be celebrating birthdays or anniversaries, as well as a (small) supply of toiletries, sundries and fishing equipment for park guests to purchase or even borrow. Moving forward, we would whole heartedly take under consideration any ideas, feedback or suggestions, knowing we would be given the same consideration by the county.

Section 5: Proposal Evaluation and Contractor Selection

5.1 Evaluation Process

Statements of Proposals submitted on time will be reviewed against the Pass/Fail criteria. RFPs meeting those criteria will be forwarded to an evaluation committee for scoring against the evaluation criteria (listed below) and ranking. The outcome of the evaluations may, at the County's sole discretion, result in (A) notice to a Proposer(s) of selection for tentative contract negotiation and possible award; or (B) further steps to gather more information for further evaluation. The selection process may be canceled if the County determines it is in the public interest to do so.

5.2 Evaluation Criteria

Each proposal will be judged as a demonstration of the contractor's capabilities and understanding of the services requested. Evaluation factors and maximum points will be as follows:

Criteria	Maximum Score
A. Section 4.0: Contractor's Capabilities/Experience/References (Experiences/References, Equipment availability, Operating hours, Menu)	40
B. Section 4.1: Project Team	30
C. Section 4.2: Method of Approach	30
Total Maximum Score:	100

ADVERTISEMENT —
REQUEST FOR PROPOSALS FOR
Concessionaire in OHV Landing Kitchen

Morrow/Grant OHV Park - Morrow County, Oregon

Morrow County, Oregon, requests proposals for a qualified **Concessionaire in OHV Landing Kitchen.**

To provide food handling and preparation services for various events and regular season. Janitorial supplies and equipment are furnished. Concessionaire will need food inventory and appropriate food handler's licenses. Contractors submitting proposals shall be considered based upon the following general evaluation criteria:

1. Contractor's Capabilities/References, Equipment Availability, Operating Hours, Menu
2. Project Team
3. Method of Approach.

Copies of the Request for Proposals may be obtained from Morrow County Public Works, P.O. Box 428, 365 W Hwy 74, Lexington, Oregon 97839, (541) 989-9500. Complete proposals will be accepted at the same address no later than 1:00p.m., March 22, 2018

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7-13-15

Barb, Jodi, and Jake,

Thank you for the warm hospitality and wonderful food you've provided for the Gold Beach (C-31) crew! We have certainly appreciated everything! The food tasted great and we looked forward to every meal! I personally want to thank you for the fun challenge you set up! The burger was absolutely delicious and it was fun trying to beat the boys! As you mentioned, us ladies have to stick together! The gift baskets were hilariously creative and very beautiful! You guys put a lot of work into the gifts and I appreciate it! The whole staff was great and made our stay in camp the best one yet and very memorable! Thank you for everything!

- C. Stewart

A.K.A. The Biggest Eater 



Oregon

Kate Brown, Governor

Department of Forestry

Central Oregon District

John Day Unit

PO Box 546

415 Patterson Bridge Rd

John Day, OR 97845

PHONE: 541-575-1139

FAX: 541-575-2253

www.ODFcentraloregon.com

September 25, 2017



"CIVILIANSHIP IN FORESTRY"

To: The Landing

We greatly appreciate your service that you provided during the 2017 Fire Season. The service that has been provide was above and beyond what we would of expected to get from anywhere else. Having this restaurant to utilize during the fire season is extremely important and useful when planning logistics for fire camps, helicopter crews, and anyother agency gathering that take place in the area of the OHV Park/The Landing. We hope to keep a good strong relationship with the operators of The Landing, due to ease of access and reliability during the summer fire seasons.

It is not an easy task to deal with our agency due to ever changing plans, uncertainty of fire, and rescource allocation in the area, but they do a great job working with us. We plan to use this facility every year and utilize them in feeding larger crews when we establish fire camps at the OHV Park. The folks at The Landing work hard to provide us with full stomachs so that we can work hard on the line. Thank you for the hard work that you do in keeping my crews fed and hope to keep a good strong working relationship with you.

Thank You,

Braden Britt

Fossil Wildland Fire Supervisor

Oregon Department of Forestry

541.620.0185

North West Trail Riders Association, INC

Wishes to **THANK,**

The Landing

Morrow / Great OHV Park

*For their generous donation of a Prime Rib Dinner to our OHV event held on
May 13th 2017.*

Your donation helped to make this event a success.





February 28, 2018

To Whom it may Concern:

This letter is a recommendation for Barbara Richmond-Harris and the Landing Lodge Restaurant.

We are a helicopter company that supports the Oregon Department of Forestry Fire Fighting efforts in Heppner, OR, based out of the Morrow County OHV park. We have a 10 year contract that is 2 years in. My Pilots, Mechanics and Truck Drivers depend on Barbara and the restaurant very much. In the past she has stepped up to help us every time we needed her. She has not let us down even once. She has helped in the following ways;

- There is always food available, and not just food, but good food. My guys work away from their homes for the whole summer. It makes a large difference that they have somewhere that they can get good food instead of bringing up a lunch from the store in Heppner.
- Barbara provides internet service. Without it I would not be able to even perform our operations on a daily basis as well as we do. It is a large benefit to us.
- Barbara always goes the extra mile for us. There are times that my guys are out fighting a fire all day, away from the base. They come dragging in with the Helicopter late in the evening after the Restaurant is closed. She always has stepped up and put together a meal for the guys, or helped in any way she could.
- Last year during the eclipse, we were tasked with everyone staying at the site and not going down the hill at night. We rented two cabins and everyone stayed there. She made sure that they had everything they needed. They were on call 24 hours a day because of the number of people coming into the area. She made a welcome haven where they could be on standby instead of sitting outside on a picnic table for the entire time.
- Barbara allows all of my crew to hang out in a separate area at the restaurant while waiting for Fire calls. She has a big screen TV, and makes my guys feel at home. It makes a large difference to their work days to have some comfort. Without Barbara and the restaurant our job of protecting the area from fires would be far more difficult. My guys would be tired and hungry and not at their best.

We at Lohman Helicopter really appreciate all of the help that Barbara has given us. She and the restaurant are an Integral part of us handling our contract with the ODF.

If you have any questions, please call me.

Thank you,

A handwritten signature in cursive script that reads "Tami Hutchison".

Tami Hutchison
Operations Manager
Lohman Helicopter LLC
Cell / 541-944-8288

WELCOME TO THE LANDING LODGE

Proudly Hosted by John, Barb, Jacob, and Bella

541-969-3822

Wed-Fri: 10am-8pm

Saturday: 8am-8pm

Sunday: 8am-5pm

**BISCUITS & GRAVY
SERVED ALL DAY!!**

**ASK ABOUT
THE GUTBUSTER
\$5.95**

LUNCH

Wed-Sun
11am-Close

All burgers are 1/3# angus beef served with mayo, lettuce, tomatoes and onions.
Choice of Steak Fries or Tater Tots. Sub Curly's or Onion Rings for \$1.00

Hamburger	\$8.95	Chicken Strip Bskt	\$8.95
Cheeseburger	\$9.95	Shrimp Bskt	\$8.95
Bacon Burger	\$9.95	Beer Battered Fish-n-Chips	\$9.95
Bacon Cheeseburger	\$10.95	Grilled Cheese	\$6.95
Double Bacon Cheeseburger	\$13.95	BLT	\$7.95

SIDE ITEMS & APPETIZERS

Steak Fries	\$3.00	Mac-n-Cheese Bites	\$4.00	Sampler (3 items)	\$10.95
Tater Tots	\$3.00	Mozzarella Sticks	\$4.00	Soup (as available)	
Curly Fries	\$4.00	Battered Mushrooms	\$4.00	Cup	\$3.00
Onion Rings	\$4.00	Jalepeno Poppers	\$4.00	Bowl	\$4.95

DINNER SPECIALS

SERVED FROM 6PM TO CLOSE, WITH DINNER SALAD, POTATOE, VEGETABLE AND DINNER ROLL

**THURSDAY NIGHT
HAMBURGER STEAK DINNER**
\$11.95

**FRIDAY NIGHT
CHICKEN FRIED STEAK DINNER**
\$13.95

**SATURDAY NIGHT
PRIME RIB DINNER
(BY RESERVATION ONLY)**
\$25.95

Milk Shake(van, choc, straw)	\$4.50
Malt (van,choc,straw)	\$5.00
Vanilla Ice cream Dish	\$3.00
Coffee	\$1.00
Tea	\$1.00
Soda	\$1.50

Don't forget about **SENIOR SUNDAY!**
Every Sunday we offer a Sunday Lunch Special available from noon to close!

\$7.95

*Eating raw or undercooked meat, poultry, seafood or eggs increases your risk of foodborne illness

Exhibit D

WELCOME TO THE LANDING LODGE

Proudly Hosted by John, Barb, Jacob, and Bella
541-969-3822

Monday 10am-5pm
CLOSED TUESDAY
Wed-Fri: 10am-8pm
Saturday: 8am-8pm
Sunday: 8am-5pm

BISCUIT SERVED WITH GRAVY
ON MONDAY

AND DON'T FORGET THE BEST BUSTER!!

LUNCH

11am-to close

All burgers are 1/3# angus beef served with mayo, lettuce, tomatoes and onions.
Choice of Steak Fries or Tater Tots. Sub Curly's or Onion Rings for \$1.00

Hamburger	\$8.95	Chicken Strip Bskt	\$8.95
Cheeseburger	\$9.95	Shrimp Bskt	\$8.95
Bacon Burger	\$9.95	Beer Battered Fish n-Chips	\$9.95
Bacon Cheeseburger	\$10.95	Grilled Cheese	\$6.95
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SERVED FROM 6PM TO CLOSE, WITH DINNER SALAD, POTATO, VEGETABLE AND DINNER ROLL

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FRIDAY NIGHT
CHICKEN FRIED STEAK DINNER
\$13.95

SATURDAY NIGHT
PRIME RIB DINNER
(BY RESERVATION ONLY)
\$25.95

Milk Shake (van, choc, straw)	\$5.00
Malt (van, choc, straw)	\$5.25
Vanilla Ice cream Dish	\$3.00
Coffee	\$1.00
Tea	\$1.00
Soda (AYCD)	\$2.00

Don't forget about **SENIOR SUNDAY!**
Every Sunday we offer a Sunday Lunch Special available from noon to close!

\$7.95

*Eating raw or undercooked meat, poultry, seafood or eggs increases your risk of foodborne illness

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

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

At last week's Board of Commissioners meeting it was moved to establish a Morrow County STIF Advisory Committee. This can be accomplished one of two ways as per ODOT STIF rules.

Rule 732-040-0035 Advisory Committees number (3) A Qualified Entity may use another standing advisory committee. This rule as I read would mean that the current STF Advisory Committee could also be the standing advisory board for the STIF.

OR

Commissioners can appoint a new committee to accomplish this task. If Commissioners choose to appoint a new committee I feel a seven or nine member board would suffice.

I have attached the STIF Rules for an Advisory Committee and Advisory Committee Composition.

2. FISCAL IMPACT:

None

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

Move to use current STF Advisory Committee as the STIF Advisory Committee.

OR

Move to appoint a (7 or 9) member Morrow County STIF Advisory Committee.

Attach additional background documentation as needed.

**Oregon Department of Transportation
Statewide Transportation Improvement Fund
Rules Advisory Committee Recommendation on General and Formula Fund Rules
DRAFT, Feb. 20, 2018**

732-040-0035

Advisory Committees

(1) The Governing Body of each Qualified Entity shall appoint an Advisory Committee for the purpose of advising and assisting the Qualified Entity in carrying out the purposes of the STIF and prioritizing Projects to be funded by STIF moneys received by the Qualified Entity. An Advisory Committee may also advise the Qualified Entity regarding the opportunities to coordinate STIF funded Projects with other local or regional transportation programs and services to improve transportation service delivery and reduce gaps in service.

(2) The Qualified Entity shall ensure that:

(a) The Advisory Committee is guided by written bylaws that include, at a minimum: the Committee's name and purpose; the number of Committee members; Committee membership criteria; the appointment process; the terms of office for the committee members; the Committee's meeting schedule; and Committee procedures and member duties, including procedures to provide public notice of meetings, to foster public engagement, and to comply with Oregon public meeting and public records laws; and the Committee's process to review

Public Transportation Service Provider proposals and the decision-making criteria identified in these rules. The bylaws must include a definition of "high percentage of Low-Income Households" for the Committee's use in evaluating proposed Projects. The Qualified Entity shall prepare the written bylaws described in this provision and set the terms of office for the Advisory Committee members. The Qualified Entity may seek input on the bylaws from the Advisory Committee.

(b) Copies of Advisory Committee bylaws, meeting minutes and meeting notices are published by the Qualified Entity and made available for public review in a reasonable and timely manner and are maintained for six years.

(c) The Agency is notified of changes in the Advisory Committee membership when the Qualified Entity submits its STIF Plan or grant application.

(3) A Qualified Entity may use another standing advisory committee or combine committees to meet the requirements of these rules as long as that committee also meets all of the committee requirements contained herein.

(4) The Qualified Entity shall appoint an Advisory Committee composed of members that represent diverse interests, perspectives, geography, and the population demographics of the area, as described in OAR 732-040-0040.

(5) In addition to any other duties, the Advisory Committee may also propose any changes to the policies or practices of the Governing Body of the Qualified Entity that the Advisory Committee considers necessary to ensure that:

(a) A Public Transportation Service Provider that has received STIF funds has applied the moneys received in accordance with and for the purposes described in the Project proposal; and

(b) A Project proposal submitted by a Public Transportation Service Provider does not fragment the provision of public transportation services.

732-040-0040

Advisory Committee Composition

- (1) If the Qualified Entity is an Indian Tribe, then the Advisory Committee must be composed of at least three members, each of whom must be able to represent the public transportation needs of individuals served by the Indian Tribe. The Governing Body may authorize a larger Advisory Committee.
- (2) If the Qualified Entity is a Transportation District or county, then the Advisory Committee must be composed of at least five members. The Governing Body may authorize a larger Advisory Committee.
- (3) If the Qualified Entity is a Mass Transit District, then the Advisory Committee must be composed of at least seven members. The Governing Body may authorize a larger Advisory Committee.
- (4) To be qualified to serve on the Advisory Committee for a Qualified Entity that is a Transportation or Mass Transit District or county, an individual must:
 - (a) Be knowledgeable about the public transportation needs of residents or employees located within or traveling to and or from the Transportation or Mass Transit District or county; and
 - (b) Be a person who is a member of or represents one or more of the following:
 - (A) local governments, including land use planners;
 - (B) Public Transportation Service Providers;
 - (C) non-profit entities which provide public transportation services;
 - (D) neighboring public transportation service providers;
 - (E) employers;
 - (F) social and human service providers;
 - (G) transit users;
 - (H) transit users who depend on transit for accomplishing daily activities;
 - (I) individuals age 65 or older;
 - (J) people with disabilities;
 - (K) low-income individuals;
 - (L) social equity advocates;
 - (M) environmental advocates;
 - (N) bicycle and pedestrian advocates;
 - (O) people with limited English proficiency;
 - (P) educational institutions; or,
 - (Q) major destinations for users of public transit.
- (5) Notwithstanding other provisions of this rule, if a Qualified Entity is a Mass Transit District, a Transportation District or a county, then its Advisory Committee must include at least one member who is a member of or represents each of the following three groups:
 - (a) low-income individuals;
 - (b) individuals age 65 or older or people with disabilities; and
 - (c) Public Transportation Service Providers or non-profit entities which provide public transportation services.
- (6) A Qualified Entity that is a Mass Transit District or a Transportation District shall include Advisory Committee members from both within and outside district boundaries.

Stat. Auth.: ORS 184.761(4)(a)

Stats. Implemented: ORS 184.761



Item 6b

Board of Commissioners

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

Commissioner Don Russell, Chair
Commissioner Jim Doherty
Commissioner Melissa Lindsay

May 2, 2018

Association of Oregon Counties
Court Facilities Task Force
1201 Court St. N.E., Suite 300
Salem, OR 97301

To whom it may concern,

The Morrow County Board of Commissioners is in support of pursuing funding to renovate our historic Courthouse, which was placed on the National Register of Historic Places in 1985.

We have been collaborating with Umatilla/Morrow County Circuit Court and Crow Engineering to assess our needs, such as, but not limited to: adequate space, jury assembly, judge's chambers, safety and security, adequate holding area and ADA accessibility.

If granted, it would allow Morrow County to address the above needs, while maintaining the historic nature of our Courthouse.

Sincerely,

Don Russell
Chair

Jim Doherty
Commissioner

Melissa Lindsay
Commissioner



Item 7a

Administration

P.O. Box 788 • Heppner OR 97836
(541) 676-2529 Fax (541) 676-5619

Darrell Green
County Administrator
dgreen@co.morrow.or.us

TO: Board of Commissioners
FROM: Darrell Green, County Administrator
DATE: May 2nd, 2018
RE: Administrator Monthly Report for April 2018

The month of April I have continued my efforts toward working on projects, day to day administrative tasks and meeting with Department Directors and Elected Officials. Below are the highlights of the month:

- 1) North Morrow County Facility- We had a business meeting to review and revise the building layout. Crow Engineering will take our feedback and bring back an updated building plan for us to review.
- 2) Leadership- I spoke to Dave Rabiner about our upcoming Leadership meeting on May 8th at the Parish Hall. He is excited to come back to Morrow County!
- 3) Committees and Boards- The first part of this month was focused on the Budget meetings. I appreciate Kate's assistance and patience to help me understand the process and budgets. Overall, I the meetings went well. I also attended my first STIF meeting with Umatilla County and CTUIR. I look forward to Morrow County's pursuit of public transportation!
- 4) Buildings:
 - a) Working with Public Works Director on the Sand Shed and Boardman Public Works buildings.
 - b) Gilliam Bisbee- Kimberly Lindsay, of Community Counseling Services, and I did a walk-through of the building to understand what they had left in the building and what items were owned by Morrow County. Another walk through is scheduled for today with the BOC
 - c) Courthouse- I attended a meeting with Commissioner Lindsay, Judge Hill, DA Justin Nelson and Roy Blaine to understand their needs of the courthouse. I am in conversation with Crow Engineering to get their professional analysis of what we can do to help meet those needs and the needs of Morrow County.
- 5) The Landing Lodge contract- We have a contract to deliver to our vendor for signature.
- 6) Collective Bargaining Agreement(s)- Karen and I are working together on the CBA's. Karen has been helpful with understanding the agreements and what we have done in the past.

Item 7b

Morrow County Sheriff's Office Monthly Report



Board of Commissioners Meeting

May 2, 2018

Stats for April 2018

❖ Total Arrests – 37*** (10 of these lodged in Jail)

- | | |
|------------------------------|--|
| ❖ 19 - Warrants | 2 - Driving While Under Influence of Intoxicants |
| ❖ 1 – Criminal Mischief | 3 - Theft |
| ❖ 1 - Menacing | 1 - Manslaughter |
| ❖ 3 – Disorderly Conduct | 1 – Unlawful Poss. of Firearm |
| ❖ 2 – Dog as Public Nuisance | 1 – Reckless Driving |
| ❖ 3 - Criminal Trespass | 1 – Hit & Run, Property Damage |
| ❖ 1 – Burglary | 1 – Assault |
| ❖ 1 – Contempt of Court | 1 – Possession of Meth |

***Some cases have more than one charge, therefore, more charges listed than number of arrests.

🚓 Motor Vehicle Accidents – 9

🚓 Concealed Handgun License – 29

🚓 Civil Paper Service - 51 persons served with civil papers

🚓 Traffic Stops – 159 (102 of these were warnings, only 57 received citations)

Press Release - April 13, 2018 (As posted on the Morrow County Sheriff's Office Facebook Page)

The Morrow County Sheriff's Office trained with Boardman Police Department and Morrow County School District in an Active Shooter Drill at Riverside High School in Boardman today. Oregon State Police also participated in the drill along with Boardman Ambulance and Boardman Fire. School district staff and volunteers played the students parts in the drill, as today is not a normal school day. It was a great day for teamwork and best practices learned. After the threat was neutralized by law enforcement, the "students" were cleared out of the high school and bused over to Sam Boardman Elementary School for a Reunification Drill. That is the process where students are safely reunited with their families. For all First Responders, and the Morrow County School District, our NUMBER ONE PRIORITY, is the safe return of EVERY student to their families. Today was all about obtaining that goal. Great teamwork!

AGENDA ITEM COVER SHEET

Morrow County Board of Commissioners

(Page 2 of 2)

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

Assessment & Tax Quarterly Report

2. FISCAL IMPACT:

None

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

Stay Awake

Attach additional background documentation as needed.



ASSESSMENT & TAXATION

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

MIKE GORMAN
Assessor/Tax Collector

Assessment & Tax Department Report 5/2/18

1. Tax Office
 - A. \$1,447,099 2017-18 Taxes left to Collect as of 4/27/18 (About 95% Collected)
 - B. Second Trimester notices were sent on April 17 and are due May 15.
2. Appraisal staff
 - A. The Appraisal Staff has started reappraising residential properties inside the City of Boardman and should be completed later this summer.
 - B. We will be starting our annual sales ration study for the DOR in a few weeks, that report is due July 1.
 - C. The new appraisal application we converted to in February is working fairly smoothly.
3. I have been spending the last few months dealing the conversion of our appraisal application, working on budget estimates for districts, reviewing annual Enterprise Zone Claims and helping facilitate continuing education training for county appraisers through our Assessor's Association.



Correspondence
(2)

ASSESSMENT & TAXATION

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

MIKE GORMAN
Assessor/Tax Collector

April 27, 2018

To: Morrow County
Morrow County Health District
Umatilla-Morrow Radio & Data District
Port of Morrow
Morrow County URD
Boardman RFD
Heppner RFD
Oregon Trail Library District
Ione Library District
Ione RFD
Ione-Lexington Cemetery District
Willow Creek Park District
Morrow County 4-H, Ext. & Agriculture Research Svc. Dist.

RE: Wheatridge Wind Energy Community Service Fee Resolution

Morrow County has signed a Strategic Investment Program agreement with NextEra for the proposed Wheatridge Wind Project. The statutes governing SIP agreements call for a Community Service Fee to be paid and distributed according to an agreement between the County and the Special Districts. A public meeting was held on Wednesday, February, 28 2018 to determine the CSF distribution, with all districts voting on and signing an Intergovernmental Agreement for that distribution.

Attached is a copy of the Special Resolution from the Business Oregon Commission solidifying the CSF distribution.

If you have any questions, please feel free to contact me.

Respectfully,

A handwritten signature in black ink, appearing to read "Michael Gorman".

Michael Gorman
Morrow County Assessor/Tax Collector

cc Art Fish, Business Oregon

SPECIAL RESOLUTION

DISTRIBUTION OF LOCAL COMMUNITY SERVICE FEE UNDER STRATEGIC INVESTMENT PROGRAM (PURSUANT TO RESOLUTION NO. SIP-17-02)

WHEREAS, the Oregon Business Development Commission determined on September 29, 2017, that the Morrow County Wheatridge Wind Energy Facility was an eligible project for the Strategic Investment Program (SIP), to be assessed and taxed as provided in ORS 307.123.

WHEREAS, SIP tax treatment requires annual payment of a *community service fee* to Morrow County of up to \$500,000 per year.

WHEREAS, the county and special service taxing districts (comprising at least 75 percent of such districts' taxing authority where the exempt property is located) did not enter into an agreement on how to distribute the *community service fee* under ORS 285C.609(6)(a) within three months after the determination.

WHEREAS, the OBD Commission shall after such time establish the distribution formula at its discretion under ORS 285C.609(6)(b).

WHEREAS, effective March 15, 2018, the county and eleven special service districts across multiple property tax code areas did execute an agreement for distribution as captured below.

NOW, THEREFORE, THE OREGON BUSINESS DEVELOPMENT COMMISSION DOES HEREBY RESOLVE THAT:

Each year's community service fee respective to the Wheatridge project in Morrow County shall be allocated among the taxing districts under ORS 198.010 and 198.180 as listed below, which are anticipated to have taxing authority in affected tax code areas, based on a percentage equal to the district's total consolidated property tax billing rate (including bond and local option levies) divided by the total of their consolidated billing rates for that year, which would currently be as follows:

Taxing District (multiple code areas combined)	Pro Rata
Heppner Rural Fire Protection	22.61%
Morrow County Health	17.84%
Boardman Rural Fire Protection	13.39%
Ione Rural Fire Protection	13.24%
Morrow County Unified Recreation	8.18%
Willow Creek Park	6.84%
Oregon Trail Library	4.55%
Ione Library	4.48%
Ione-Lexington Cemetery	4.31%
Umatilla-Morrow Radio & Data	3.05%
Port of Morrow	1.51%
Morrow County 4-H, Ext. & Agricultural Research Svc.	tbd*
	<u>100.00%</u>

*To be determined, subject to May 2018 election.

Special Resolution pursuant to No. SIP-17-02 for community service fee distribution formulas

**ADOPTED BY OFFICIAL ACTION OF THE BUSINESS DEVELOPMENT COMMISSION FOR THE
STATE OF OREGON, ON THIS SIXTH DAY OF APRIL, TWO THOUSAND EIGHTEEN**



Kanth Gopalpur, Chair
Oregon Business Development Commission.



ASSESSMENT & TAXATION

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(541) 676-5607 FAX: (541) 676-5610

MIKE GORMAN
Assessor/Tax Collector

April 27, 2018

To: Morrow County
Morrow County Health District
Umatilla-Morrow Radio & Data District
Port of Morrow
Morrow County URD
Boardman RFD
Oregon Trail Library District
North Morrow Vector Control District

RE: PGE Carty Community Service Fee Resolution

In 2011, Morrow County signed a Strategic Investment Program agreement with PGE for their Carty Gas Generation Power Plant. The statutes governing SIP agreements call for a Community Service Fee to be paid and distributed according to an agreement between the County and the Special Districts. A public meeting was held on April 9, 2014, to determine the CSF distribution, with all districts voting on and signing an Intergovernmental Agreement for that distribution.

Attached is a copy of the Special Resolution from the Business Oregon Commission solidifying the CSF distribution.

If you have any questions, please feel free to contact me.

Respectfully,

A handwritten signature in black ink, appearing to read "Michael Gorman".

Michael Gorman
Morrow County Assessor/Tax Collector

cc Art Fish, Business Oregon

SPECIAL RESOLUTION

DISTRIBUTION OF LOCAL COMMUNITY SERVICE FEE UNDER STRATEGIC INVESTMENT PROGRAM (PURSUANT TO RESOLUTION NO. SIP-11-01)

WHEREAS, the Oregon Business Development Commission determined on March 11, 2011, that the Portland General Electric Co. Carty Generating Station was an eligible project for the Strategic Investment Program (SIP), to be assessed and taxed as provided in ORS 307.123.

WHEREAS, SIP tax treatment requires annual payment of a *community service fee* to Morrow County of up to \$500,000 per year.

WHEREAS, within three months after the determination, the county and six special service districts (all of them at the time) in property tax code area 25-11 did enter into an agreement on how to distribute the *community service fee* under ORS 285C.609(6)(a), such that on May 25, 2011 (though signatures came somewhat later), they "... agreed to meet no later than June 5, 2013 to finalize the distribution policy."

WHEREAS, on May 15, 2013, at a meeting of the Morrow County Court with representatives of the special service districts present, they all agreed to include the newly formed Radio and Data District, and pending further information regarding PGE's exact site plans, they agreed to postpone the final decision another year until June 1, 2014, as recorded in County Court minutes.

WHEREAS, effective on April 9, 2014, the county and districts entered into an amended agreement for distributing the fee, the effect of which is captured below. The copy in possession of Business Oregon staff was signed in March 2018 by the county government and previously (in 2014) by all of the special service districts except for the Port of Morrow.

WHEREAS, because the 2013 postponement was evidently not enshrined in a proper amendment or addendum to the original agreement, as well as possible issues with timely or complete signatures on the final amended agreement, the validity of the local agreement for distribution of the *community service fee* might come into question.

WHEREAS, under such circumstances, three or more months after its original determination of an eligible project under SIP, the OBD Commission shall establish the distribution formula at its discretion under ORS 285C.609(6)(b), and by doing so here based on the amended 2014 agreement, the Commission can eliminate any doubt about its effectiveness.


NOW, THEREFORE, THE OREGON BUSINESS DEVELOPMENT COMMISSION DOES HEREBY RESOLVE THAT:

Twenty percent (20%) of each year's community service fee respective to the PGE Carty project in Morrow County shall be distributed to the Morrow County School District, and the remaining 80 percent shall be allocated among the taxing districts under ORS 198.010 and 198.180 that have taxing authority in the affected tax code area, based on a percentage equal to the total consolidated property tax billing rate (including bond and local option levies) of each district divided by the total of their consolidated billing rates for that year, which would currently be as follows:

Special Resolution pursuant to No. SIP-11-01 for community service fee distribution formula

Taxing District, Code Area 25-11	Pro Rata of 80%	Share of Total Fee
Morrow County Health	33.2%	26.6%
Boardman Rural Fire Protection	24.9%	19.9%
Morrow County Unified Recreation	15.2%	12.2%
North Morrow Vector Control	9.7%	7.7%
Oregon Trail Library	8.5%	6.8%
Umatilla-Morrow Radio & Data	5.7%	4.5%
Port of Morrow	2.8%	2.2%
	100.0%	79.9%

**ADOPTED BY OFFICIAL ACTION OF THE BUSINESS DEVELOPMENT COMMISSION FOR THE
STATE OF OREGON, ON THIS SIXTH DAY OF APRIL, TWO THOUSAND EIGHTEEN**



Kanth Gopalpur, Chair
Oregon Business Development Commission.