

MORROW COUNTY BOARD OF COMMISSIONERS MEETING AGENDA

Wednesday, May 30, 2018 at 9:00 a.m.

Bartholomew Building Upper Conference Room
110 N. Court St., Heppner, Oregon

1. **Call to Order and Pledge of Allegiance - 9:00 a.m.**
2. **City/Citizen Comments:** Individuals may address the Board on issues not on the agenda
3. **Open Agenda:** The Board may introduce subjects not already on the agenda
4. **Consent Calendar**
 - a. Accounts Payable dated May 31st; Payroll Payables - Immediates & Electronic dated May 22nd in the amount of \$154,742.62
 - b. Minutes: May 16th and 23rd
 - c. Purchase Pre-Authorization Requests from the Sheriff's Office for vehicles to be purchased in Fiscal Year 2017-2018 Budget, and advance order for FY 2018-2019 Budget
 - d. Purchase Pre-Authorization Request from Public Works for a Caterpillar 420F2
5. **Public Hearing:** AC-121-18 Goal 3 Exception for Solar Facility – Request from OneEnergy Renewables/HARP Solar to amend the Comprehensive Plan by taking a Goal 3 Exception to allow development of a solar photovoltaic energy generation facility and associated equipment on land zoned Exclusive Farm Use
6. **Business Items**
 - a. Temporary Adoption of Weed Lists as Part of the Code Enforcement Ordinance (Carla McLane, Planning Director)
 - b. Request to modify Railroad Easement on County property between Heppner Highway/Highway 74 and Riverside Avenue in Heppner (Kim Cutsforth, Howard & Beth Bryant Foundation)
 - c. North Morrow Lot Fencing Project Request for Proposals – Award; North End Transfer Station Scale Pit Foundation Project Request for Proposals – Award (Matt Scrivner, Public Works Director)
 - d. Order No. OR-2018-5: Adopting the Bylaws of the Morrow County Rodeo Board
7. **Correspondence**
8. **Commissioner Reports**
9. **Signing of documents**
10. **Executive Session:** Pursuant to ORS 192.660(2)(f) – To consider information or records that are exempt by law from public inspection
11. **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 Lutchter 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 Meeting Minutes
May 16, 2018
Port of Morrow Riverfront Center, Wells Springs Room
Boardman, Oregon**

Present

Chair Don Russell	Mike Gorman, Assessor/Tax Collector
Commissioner Jim Doherty	Richard Tovey, County Counsel
Commissioner Melissa Lindsay	Kate Knop, Finance Director
Darrell Green, Administrator	Roberta Lutcher, Executive Assistant
Karen Wolff, Human Resources Director	

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

City and Citizen Comments: Mike Gorman, Assessor/Tax Collector, requested to discuss several items later in the meeting.

Open Agenda: Commissioner Doherty took the opportunity to congratulate Chair Russell on his re-election victory.

Consent Calendar

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

1. *Accounts Payable dated May 17th in the amount of \$257,926.37; Void Check dated March 8th in the amount of \$1,998; 2018 Q1 SUTA/WBF Quarterly Payment dated April 27th in the amount of \$23,966.93*
2. *Minutes: May 2nd*

Commissioner Doherty seconded. Unanimous approval.

9:02 a.m. Public Hearing on the Approved Budget for Fiscal Year 2018-2019

Finance Director Kate Knop said the purpose of the Public Hearing was to discuss the Budget for the Fiscal Year beginning July 1, 2018 as approved by the Morrow County Budget Committee. She noted a summary of the Budget was available at the meeting, as well as at the Bartholomew Building between the hours of 8:00 a.m. and 5:00 p.m., Monday-Friday, or online at www.co.morrow.or.us. She noted the total budget is \$37,857,309.

Chair Russell asked if there were questions from the audience or Board; there was no response. Ms. Knop said the budget is slated for adoption by the Board at the end of June.

9:04 a.m. Closed Public Hearing

Business Items

State Agency Updates – Lost Valley Farm

Wym Matthews, Oregon Department of Agriculture (ODA), Confined Animal Feeding Operations (CAFO), Program Manager

Don Butcher, Department of Environmental Quality (DEQ), Water Quality Permit Manager, Eastern Region

Mike Ladd, Oregon Water Resources Department (OWRD), North Central Region Manager

Greg Silbernagel, OWRD, Watermaster, District 5

The State agency representatives explained their agency's part in the various permit approvals for Lost Valley Farm. They discussed their coordinated efforts in what was a complex process for a facility of this size (23,000 cows). Non-compliance at the dairy became an issue early on and is still being dealt with, even as the dairy goes through bankruptcy but continues to house a much smaller herd of approximately 8,000 cows.

Commissioner Doherty brought up the subject of keeping the County better apprised as issues develop in the future on this, or any other projects. Mr. Butcher said he would talk to his agency's Deputy Director about a process to keep the County informed. He said he would also work with ODA to come up with some sort of arrangement. Mr. Matthews agreed that something could be developed.

At the end of the presentations, statistics were reviewed regarding the public comments received during the Lost Valley Farm permitting processes. Mr. Matthews explained many of the comments were not responsive to the permit, meaning they did not speak to the specific parameters of the permit under review. Mr. Matthews provided details on the 4,280 comments received for the CAFO permit:

- 1,041 were from another state, or 24.3%
- 841 were from another country, or 19.7%
- 2,387 were from other cities in Oregon but outside the cities that ring the facility (Boardman, Hermiston, Ione, Irrigon, Stanfield, Arlington)
- 2/10th of 1% were from the cities that ring the facility

Mr. Butcher discussed DEQ's second round of comment, which focused on environmental justice. That comment period attempted to gather comment from under-represented populations, for example. He said not one single negative or adverse comment was received. All comments were in favor of the dairy, he said. Mr. Matthews agreed, saying the local comments during that phase were overwhelmingly positive.

Resolution No. R-2018-11 – A Resolution Opposing Oregon Initiative Petition 43 (ban on certain firearms and magazines with more than a 10-round capacity) and Initiative Petition 44 (firearm storage, control, transfer and reporting)

Commissioner Doherty commented this Resolution doesn't say the Board is for these particular kinds of weapons, but instead asks to hold to laws already in place. This is a chance for us to weigh in and say enough is enough, he added.

Chair Russell recounted his experience as a hunter education instructor and said gun safety is very important. However, passage of IP 43 would make him a criminal by virtue of owning a Ruger hunting rifle, he said.

Commissioner Doherty moved to approve Resolution No. R-2018-11 – A Resolution Opposing Oregon Initiative Petition 43 and Initiative Petition 44. Commissioner Lindsay seconded. Unanimous approval.

Grants to Cities Funding Formula Discussion

The Fiscal Year 2018-2019 Budget includes \$400,000 for Grants to Cities, those being the County's five incorporated cities/towns: Boardman, Heppner, Irrigon, Ione, and Lexington.

Chair Russell moved to split the \$400,000 in Grants to Cities funds as follows: each of the five cities/towns will receive \$50,000; in addition, the remaining \$250,000 will be distributed based on current population numbers from Portland State University's Population Research Center, which translates to \$72,797 for Boardman; \$25,935 for Heppner; \$39,553 for Irrigon; \$6,609 for Ione; and \$5,107 for Lexington. Commissioner Doherty seconded. Unanimous approval.

Request for Road Vacation of Unnamed County Road

Matt Scrivner, Public Works Director

Carla McLane, Planning Director

Mr. Scrivner said he received a request from the Port of Morrow for a road vacation of an unnamed County road near the intersection of Columbia Lane and Laurel Road.

Ms. McLane provided a short history of road vacations by the County, specifically, why a previous County Court raised fees from \$150 to \$1,500. She also said road vacation requests do not require public hearings, but do require reports by the Public Works Director and Planning Director to the decision making body (Board of Commissioners).

Ms. McLane, Mr. Scrivner and Mr. Gorman discussed possible options for this particular road vacation and ultimately agreed they would work with the Port of Morrow and report back.

Chair Russell said he would like fees to cover the costs incurred by the County, but at the same time, not be unreasonable.

Commissioner Lindsay said she wanted it clear, past history shows the County does not waive fees. She then cited a fee waiver request from the Red Cross that was denied by the previous County Court.

Draft letter regarding Wheatridge/NextEra Energy, Inc., Site Certificate Amendment Process

Carla McLane, Planning Director

Ms. McLane said the discussion of drafting this letter took place last week during her update, and the Board requested it be brought forward for consideration today. She said she worked with Mr.

Green on the draft, which addresses two items raised by the Oregon Department of Energy (ODOE) – turbine specifications and battery storage. Chair Russell discussed the two processes available to ODOE, Type A and Type B. Type A requires public hearings and would likely take years, while Type B is administrative and would be much shorter, he said.

Commissioner Doherty said he stood in opposition to wind energy when he ran against former Commissioner Leann Rea. However, when he found himself in the position of negotiating with a wind energy company on behalf of the County, he was able to “move the needle” from \$45,000,000 to \$51,000,000 because of that stance. He said he agreed with sending the letter to ODOE.

Commissioner Doherty moved to approve submitting the letter to the Oregon Department of Energy and copying Governor Kate Brown. Chair Russell seconded. Discussion: Commissioner Lindsay recused herself from the vote and signing of the letter. She said she was a voice of opposition in the initial application and is a participating landowner. Vote – Aye: Chair Russell, Commissioner Doherty. Recused: Commissioner Lindsay. Motion carried.

Requests from Mike Gorman, Assessor/Tax Collector

- Mr. Gorman said the last day to pay County taxes before they become delinquent was May 15th. Lost Valley Farm declared bankruptcy and owes around \$360,000. The County is a secured lienholder and needs to file proof of a claim, he said. In the past, the County has worked with the Portland law firm, Sussman Shank, he said.
- Mr. Gorman said his office continues to work with the County Surveyor and County Counsel regarding the County-owned property on Elder Street in Heppner. That property was acquired through foreclosure but has some issues with the legal description. The County is attempting to remedy it via quitclaim deed with the neighboring landowner, who has indicated a willingness to do so. Mr. Gorman said people have been asking when the property will be available for public auction.

Commissioner Reports

Recent and upcoming meetings were discussed. Commissioner Lindsay provided an update on the Association of Oregon Counties, Court Facilities Task Force meeting where Morrow County’s funding proposal for Courthouse repairs was ranked. She said Morrow County tied for sixth place, as did three other counties. Morrow County is more than likely positioned for funding, she explained, if the legislature appropriates the funding.

Break: 11:15 a.m. **Resumed:** 11:28 a.m.

11:28 a.m. Executive Session: Pursuant to ORS 192.660(2)(d) – To conduct deliberations with persons designated by the governing body to carry on labor negotiations

11:31 a.m. Closed Executive Session: No decisions

11:31 a.m. Executive Session: Pursuant to ORS 192.660(2)(f) – To consider information or records that are exempt by law from public inspection

11:51 a.m. Closed Executive Session: No decisions

Adjourned: 11:51 a.m.

Morrow County Board of Commissioners Meeting Minutes
May 23, 2018
Bartholomew Building Upper Conference Room
Heppner, Oregon

Present

Chair Don Russell
Commissioner Jim Doherty (via telephone conference)
Commissioner Melissa Lindsay
Darrell Green, Administrator
Kate Knop, Finance Director
Justin Nelson, County Counsel
Roberta Lutchter, Executive Assistant

Call to Order and Pledge of Allegiance: 9:01 a.m.

City and Citizen Comments: No comments

Open Agenda: No items

Consent Calendar

Commissioner Lindsay requested to remove the Oregon Health Authority 2017-19 Intergovernmental Agreement, Amendment #2 for discussion.

Commissioner Doherty moved to accept the balance of the Consent Calendar. Commissioner Lindsay seconded with an amendment. She requested a change to the May 9th minutes, page 2, motion regarding disposition of County furnishings: remove the word "south." Commissioner Doherty agreed with the amendment. Balance of the Consent Calendar consisted of:

- 1. Accounts Payable dated May 24th in the amount of \$281,271.86; Void Check in the amount of \$450; Reissue Check in the amount of \$450*
- 2. Minutes of May 9th, with correction previously noted*
- 3. Oregon Department of Transportation Grant Agreement #31435, Amendment #1*
- 4. Application for Oregon Department of Veterans' Affairs Funds for Veterans Suicide Awareness & Prevention Efforts, and authorize Commissioner Lindsay to sign on behalf of the County*

Unanimous approval.

Oregon Health Authority 2017-19 Intergovernmental Agreement for the Financing of Mental Health, Substance Use Disorders, and Problem Gambling Services Agreement #153133, Amendment #2

Finance Director Kate Knop provided a history of this agreement saying it basically "passes-through" funds from the State to Community Counseling Solutions (CCS), as the County's contracted provider of mental health related services. She said while the Administrator was given authority to sign amendments, they both believed it prudent to bring the amendment to the Board since it involves additional funds of \$207,000 for a new mental health program

(Community Crisis Services for Adult and Children Services for Mobile Crisis Services). It will also require a budget resolution because these funds were not budgeted, she added.

Commissioner Lindsay said any dollar amount should come through the public and Board and not be signed outside the public eye to see the funds transferred.

Commissioner Lindsay moved to approve and authorize Chair Russell to sign the amendment to Oregon Health Authority regarding additional funds to CCS for the new program.

Commissioner Doherty seconded. He then said it's a good thing to keep things above board. Unanimous approval.

Other points of discussion:

- Commissioner Lindsay asked what sort of analysis takes place on amendments to determine whether the funds should go to CCS or Morrow County Public Health. Ms. Knop assured her they are reviewed in consultation with all the relevant parties, such as the Administrator, County Counsel, the Public Health Director, and CCS Executive Director Kimberly Lindsay.
- Commissioner Lindsay said the Board should know if new additional money is being provided and Ms. Lindsay should come and engage that conversation.
- County Counsel Justin Nelson discussed the \$30,000 in marijuana tax revenue received by the Treasurer and the work they've done to determine where those funds should be distributed. He said it's clear the funds are for drug treatment and should be passed through to CCS. Ms. Knop said the funds should not be distributed yet because the County does not have an agreement with CCS for the marijuana tax funds. She said she wants clear direction before approaching the Board for distribution.
- Commissioner Lindsay said things should come to the Board for any additional funds beyond the budget. Chair Russell agreed.
- Commissioner Doherty said the State is looking at moving funds through Public Health Departments as opposed to Mental Health or Public Safety. He said the County passed through funds related to prevention to CCS, adding he'd be curious to know if 100% of those funds were used for prevention. He said he would follow-up with Ms. Lindsay this afternoon. Chair Russell suggested amendments, etc., be discussed during CCS' monthly advisory board meetings attended by Commissioner Doherty and he could relate the information back to the Board so Ms. Lindsay doesn't have to appear before them every time.

Business Items

Status of Buildable Lands Survey Request for Proposals (RFP)

Carla McLane, Planning Director (via telephone conference)

Ms. McLane explained two submissions were received as a result of the RFP and the Project Management Team recommended the higher bidder. She went on to discuss the reasoning behind that decision by the Team. The Board postponed awarding the RFP until a more detailed report of the Team's scoring criteria can be provided.

Department Reports

Road Department Monthly Report

Eric Imes, Assistant Road Master

Mr. Imes reviewed the report for May. He also discussed the permits approved in May, all of which were from Zayo Group for installation of fiber optic lines. Chair Russell said he's observed Zayo does not complete one work area before moving to another, leaving multiple areas torn-up for long periods of time. He asked Mr. Imes if there was any recourse. Yes, he said, Public Works will not approve another permit until Zayo finishes and cleans up existing areas. Public Works has responded to citizens frustrated over this very issue, he said.

Commissioner Reports

- As Commissioner Doherty was attending via telephone from the National Association of Counties, Western Interstate Region Conference, he said he would provide an update on the conference and other matters when he returns.
- Commissioner Lindsay reported the newly hired LPSCC Coordinator (Local Public Safety Coordinating Council) for Morrow County attended yesterday's committee meeting. The LPSCC Committee is moving forward on a strategic plan and goal setting.
- Chair Russell said the Collective Bargaining session scheduled for May 17th was rescheduled to June 7th because the union representative was involved in an accident on the way here (no serious injuries). Chair Russell also discussed an Oregon Business and Industry session he attended in Hermiston where the focus was issues likely to be faced in the upcoming legislative session.

Adjourned: 9:48 a.m.

4c

Clear Form



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: 05/15/2018

Purchase Amount: \$22,500.00 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 last vehicle to be purchased out of the 2017-2018 budget. This mentioned vehicle is a 2018 Dodge Charger Police AWD. This a budgeted item and the budget line currently is at \$34,580.82 remaining.

[Signature]
Finance Director signature

John A. Bowles
Department signature

Board of Commissioners

05/15/2018
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 purchase the described vehicle. A 2018 Dodge Charger AWD Police Package vehicle.

WITHNELL DODGE
2650 COMMERCIAL SE
SALEM, OR 973024451

Configuration Preview

3 UNITS
AVAILABLE

Date Printed: 2018-04-09 6:31 PM VIN:
Estimated Ship Date: VON:

Quantity: 1
Status: BA - Pending order
FAN 1: 48979 State of Oregon
FAN 2:
Client Code:
Bid Number: TB8273
PO Number:

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 RWD (LDDE48)

	Sales Code	Description	MSRP(USD)
Model:	LDDE48	CHARGER POLICE RWD	32,020
Package:	29A	Customer Preferred Package 29A	0
	EZH	5.7L V8 HEMI MDS VVT Engine	2,230
	DGJ	5-Speed Auto W5A580 Transmission	0
Paint/Seat/Trim:	PW7	White Knuckle Clear Coat	0
	APA	Monotone Paint	0
	*C8	HD Cloth Bucket & Rear Bench Seats	0
	-X9	Black	0
Options:	4ES	Delivery Allowance Credit	0
	MAF	Fleet Purchase Incentive	0
	CUG	Police Floor Console	465
	LNF	Black Left Spot Lamp	210
	LNK	LED Spot Lamps	150
	AWC	Fleet Safety Group	595
	4DH	Prepaid Holdback	0
	5N6	Easy Order	0
	4FM	Fleet Option Editor	0
	4FT	Fleet Sales Order	0
	170	Zone 70-Phoenix Arizona	0
	4EA	Sold Vehicle	0
Non Equipment:	4FA	Special Bid-Ineligible For Incentive	0
Bid Number:	TB8273	Government Incentives	0
Discounts:	3B7	Officer Protection Package Discount	-595
	YGF	8 Additional Gallons of Gas	0
Destination Fees:			1,095
Total Price:			<u>38,170</u>

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

Customer Name:
Customer Address: USA
Instructions:

\$ 22,500.⁰⁰

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.

SHOW PRICE



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: 05/16/2018

Purchase Amount: To order vehicles for 2018-2019 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:

- 1- 2018 Dodge Charger Police AWD, Black, w/ spot light \$23,693 plus fees
- 2- 2018 Dodge Charger Police AWD, White, w/ spot light \$23,693 plus fees
- 3- 2018 Dodge Charger Police AWD, Silver, no spot light \$23,383 plus fees
- 4- 2018 Dodge Durango Police AWD, White, no spot light \$27,895 plus fees
- 5- 2019 Dodge 1500 Crew 4X4, White, no spot light \$27,240 plus fees
- 6- 2018 Dodge 2500 Crew 4X4, White, no spot light \$27,730 plus fees
- 7- 2018 Dodge 2500 Crew 4X4, White, no spot light \$27,730 plus fees

[Signature]
Finance Director signature

John A. Bowles
Department signature

Board of Commissioners

Date

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

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

BOC Office (Copy for file)

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

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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 lock in pricing and order the above mentioned vehicles.

Sheriff's

WITHNELL DODGE
2650 COMMERCIAL SE
SALEM, OR 973024451

Configuration Preview

Date Printed: 2018-05-16 5:05 PM VIN:
Estimated Ship Date: VON:

Quantity: 1
Status: BA - Pending order
FAN 1: 48979 State of Oregon
FAN 2:
Client Code:
Bid Number: TB8273
PO Number:

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)
Model:	LDEE48	CHARGER POLICE AWD	36,750
Package:	29A	Customer Preferred Package 29A	0
	EZH	5.7L V8 HEMI MDS VVT Engine	0
	DGJ	5-Speed Auto W5A580 Transmission	0
Paint/Seat/Trim:	PX8	Pitch Black Clear Coat	0
	APA	Monotone Paint	0
	*C8	HD Cloth Bucket & Rear Bench Seats	0
	-X9	Black	0
Options:	4ES	Delivery Allowance Credit	0
	MAF	Fleet Purchase Incentive	0
	LNx	LED Spot Lamps	150
	LNF	Black Left Spot Lamp	210
	CW8	Deactivate Rear Doors/Windows	75
	AWC	Fleet Safety Group	595
	4DH	Prepaid Holdback	0
	5N6	Easy Order	0
	4FM	Fleet Option Editor	0
	4FT	Fleet Sales Order	0
	170	Zone 70-Phoenix Arizona	0
	4EA	Sold Vehicle	0
Non Equipment:	4FA	Special Bid-Ineligible For Incentive	0
Bid Number:	TB8273	Government Incentives	0
Discounts:	3B7	Officer Protection Package Discount	-595
	YGF	8 Additional Gallons of Gas	0
Destination Fees:			1,095

Total Price: 38,280

Order Type: Fleet
Scheduling Priority: 1-Sold Order
Customer Name:
Customer Address:

PSP Month/Week:
Build Priority: 99

23693.⁰⁰

Instructions:

USA

118.⁰⁰

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.

w/ spot

WITHNELL DODGE
2650 COMMERCIAL SE
SALEM, OR 973024451

Configuration Preview

Date Printed: 2018-05-16 5:05 PM VIN:
Estimated Ship Date: VON:

Quantity: 2
Status: BA - Pending order
FAN 1: 48979 State of Oregon
FAN 2:
Client Code:
Bid Number: TB8273
PO Number:

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)
Model:	LDEE48	CHARGER POLICE AWD	36,750
Package:	29A	Customer Preferred Package 29A	0
	EZH	5.7L V8 HEMI MDS VVT Engine	0
	DGJ	5-Speed Auto W5A580 Transmission	0
Paint/Seat/Trim:	PW7	White Knuckle Clear Coat	0
	APA	Monotone Paint	0
	*C8	HD Cloth Bucket & Rear Bench Seats	0
	-X9	Black	0
Options:	4ES	Delivery Allowance Credit	0
	MAF	Fleet Purchase Incentive	0
	LNX	LED Spot Lamps	150
	LNF	Black Left Spot Lamp	210
	CW6	Deactivate Rear Doors/Windows	75
	AWC	Fleet Safety Group	595
	4DH	Prepaid Holdback	0
	5N6	Easy Order	0
	4FM	Fleet Option Editor	0
	4FT	Fleet Sales Order	0
	170	Zone 70-Phoenix Arizona	0
	4EA	Sold Vehicle	0
Non Equipment:	4FA	Special Bid-Ineligible For Incentive	0
Bid Number:	TB8273	Government Incentives	0
Discounts:	3B7	Officer Protection Package Discount	-595
	YGF	8 Additional Gallons of Gas	0
Destination Fees:			1,095
Total Price:			38,280

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

23693.
118.4*

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.

w/out spot

WITHNELL DODGE
2650 COMMERCIAL SE
SALEM, OR 973024451

Configuration Preview

Date Printed: 2018-05-16 5:07 PM
Estimated Ship Date:

VIN:
VON:

Quantity: 1
Status: BA - Pending order
FAN 1: 48979 State of Oregon
FAN 2:
Client Code:
Bid Number: TB8273
PO Number:

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)
Model:	LDEE48	CHARGER POLICE AWD	36,750
Package:	29A	Customer Preferred Package 29A	0
	EZH	5.7L V8 HEMI MDS VVT Engine	0
	DGJ	5-Speed Auto W5A580 Transmission	0
Paint/Seat/Trim:	PS2	Bright Silver Metallic Clear Coat	0
	APA	Monotone Paint	0
	*C8	HD Cloth Bucket & Rear Bench Seats	0
	-X9	Black	0
Options:	4DH	Prepaid Holdback	0
	4ES	Delivery Allowance Credit	0
	MAF	Fleet Purchase Incentive	0
	CW6	Deactivate Rear Doors/Windows	75
	AWC	Fleet Safety Group	595
	5N6	Easy Order	0
	4FM	Fleet Option Editor	0
	4FT	Fleet Sales Order	0
	170	Zone 70-Phoenix Arizona	0
	4EA	Sold Vehicle	0
Non Equipment:	4FA	Special Bid-Ineligible For Incentive	0
Bid Number:	TB8273	Government Incentives	0
Discounts:	3B7	Officer Protection Package Discount	-595
	YGF	8 Additional Gallons of Gas	0
Destination Fees:			1,095
Total Price:			<u>37,920</u>

Order Type: Fleet
Scheduling Priority: 1-Sold Order
Customer Name:
Customer Address:

PSP Month/Week:
Build Priority: 99

Instructions: USA

23383.⁰⁰
116.⁹¹

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.

No spot

WITHNELL DODGE
2650 COMMERCIAL SE
SALEM, OR 973024451

Configuration Preview

Date Printed: 2018-05-16 5:09 PM VIN:
Estimated Ship Date: VON:

Quantity: 1
Status: BA - Pending order
FAN 1: 48979 State of Oregon
FAN 2:
Client Code:
Bid Number: TB8273
PO Number:

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

Vehicle: 2018 DURANGO SPECIAL SERVICE AWD (WDEE75)

	Sales Code	Description	MSRP(USD)
Model:	WDEE75	DURANGO SPECIAL SERVICE AWD	34,195
Package:	22X	Customer Preferred Package 22X	0
	EZH	5.7L V8 HEMI MDS VVT Engine	2,995
	DFD	8-Spd Auto 8HP70 Trans (Buy)	0
Paint/Seat/Trim:	PW7	White Knuckle Clear Coat	0
	APA	Monotone Paint	0
	*H7	Cloth Low-Back Bucket Seats	0
	-X9	Black	0
Options:	4DH	Prepaid Holdback	0
	4ES	Delivery Allowance Credit	0
	MAF	Fleet Purchase Incentive	0
	5N6	Easy Order	0
	4FM	Fleet Option Editor	0
	4FT	Fleet Sales Order	0
	170	Zone 70-Phoenix Arizona	0
	4EA	Sold Vehicle	0
Non Equipment:	4FA	Special Bid-Ineligible For Incentive	0
Bid Number:	TB8273	Government Incentives	0
Discounts:	YG1	7.5 Additional Gallons of Gas	0
Destination Fees:			1,095

Total Price: 38,285

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

Instructions:

27895.^w
139.47

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Will be 19 model

WITHNELL DODGE
2650 COMMERCIAL SE
SALEM, OR 973024451

Configuration Preview

Date Printed: 2018-05-16 5:17 PM
Estimated Ship Date:

VIN:
VON:

Quantity: 1
Status: BA - Pending order
FAN 1: 48979 State of Oregon
FAN 2:
Client Code:
Bid Number: TB8273
PO Number:

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

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

Vehicle: 2018 1500 SSV CREW CAB 4X4 (DS6T98)

	Sales Code	Description	MSRP(USD)
Model:	DS6T98	1500 SSV CREW CAB 4X4	40,175
Package:	25D	Customer Preferred Package 25D	0
	EZH	5.7L V8 HEMI MDS VVT Engine	0
	DG1	6-Spd Automatic 65RFE Transmission	0
Paint/Seat/Trim:	PW7	Bright White Clear Coat	0
	APA	Monotone Paint	0
	*D7	Cloth Front Bench / Vinyl Rear Seat	45
	-X8	Black/Diesel Gray	0
Options:	4DH	Prepaid Holdback	0
	4ES	Delivery Allowance Credit	0
	MAF	Fleet Purchase Incentive	0
	XM9	Delete Spray In Bedliner	-200
	RA2	Uconnect 3 with 5" Display	695
	AED	Chrome Appearance Group	595
	5N6	Easy Order	0
	4FM	Fleet Option Editor	0
	4FT	Fleet Sales Order	0
	170	Zone 70-Phoenix Arizona	0
	4EA	Sold Vehicle	0
Non Equipment:	4FA	Special Bid-Ineligible For Incentive	0
Bid Number:	TB8273	Government Incentives	0
Discounts:	YGE	5 Additional Gallons of Gas	0
Destination Fees:			1,395
Total Price:			42,705

Order Type: Fleet
Scheduling Priority: 1-Sold Order
Customer Name:
Customer Address: USA

PSP Month/Week:
Build Priority: 99

Instructions:

27240¹⁸
136²⁰

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2 Units

WITHNELL DODGE
2650 COMMERCIAL SE
SALEM, OR 973024451

Configuration Preview

Date Printed: 2018-05-16 5:14 PM VIN:
Estimated Ship Date: VON:

Quantity: 2
Status: BA - Pending order
FAN 1: 48979 State of Oregon
FAN 2:
Client Code:
Bid Number: TB8273
PO Number:

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

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

Vehicle: 2018 2500 TRADESMAN CREW CAB 4X4 (149 in WB 6FT 4 IN box) (DJ7L91)

	Sales Code	Description	MSRP(USD)
Model:	DJ7L91	2500 TRADESMAN CREW CAB 4X4 (149 in WB 6FT 4 IN box)	38,945
Package:	26A	Customer Preferred Package 26A	0
	EZC	5.7L V8 HEMI VVT Engine	0
	DFP	6-Spd Automatic 66RFE Transmission	0
Paint/Seat/Trim:	PW7	Bright White Clear Coat	0
	APA	Monotone Paint	0
	*V9	Cloth 40/20/40 Bench Seat	0
	-X8	Black/Diesel Gray	0
Options:	MAF	Fleet Purchase Incentive	0
	RA2	Uconnect 3 with 5" Display	795
	DK3	Elec Shift-On-The-Fly Transfer Case	295
	CK9	Delete Carpet	0
	AJY	Popular Equipment Group	695
	ADB	Protection Group	145
	4DH	Prepaid Holdback	0
	4ES	Delivery Allowance Credit	0
	5N6	Easy Order	0
	4FM	Fleet Option Editor	0
	4FT	Fleet Sales Order	0
	170	Zone 70-Phoenix Arizona	0
	4EA	Sold Vehicle	0
Non Equipment:	4FA	Special Bid-Ineligible For Incentive	0
Bid Number:	TB8273	Government Incentives	0
Discounts:	YG2	5.2 Additional Gallons of Gas	0
Destination Fees:			1,395

Total Price: 42,270

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

27730⁰⁰
138⁶⁵

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2

WITHNELL DODGE
2650 COMMERCIAL SE
SALEM, OR 973024451

Configuration Preview

Date Printed: 2018-05-16 5:13 PM
Estimated Ship Date:

VIN:
VON:

Quantity: 2
Status: BA - Pending order
FAN 1: 48979 State of Oregon
FAN 2:
Client Code:
Bid Number: TB8273
PO Number:

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

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

Vehicle: 2018 2500 TRADESMAN CREW CAB 4X4 (149 in WB 6FT 4 IN box) (DJ7L91)

	Sales Code	Description	MSRP(USD)
Model:	DJ7L91	2500 TRADESMAN CREW CAB 4X4 (149 in WB 6FT 4 IN box)	38,945
Package:	26A	Customer Preferred Package 26A	0
	EZC	5.7L V8 HEMI VVT Engine	0
	DFP	6-Spd Automatic 66RFE Transmission	0
Paint/Seat/Trim:	PW7	Bright White Clear Coat	0
	APA	Monotone Paint	0
	*V9	Cloth 40/20/40 Bench Seat	0
	-X8	Black/Diesel Gray	0
Options:	MAF	Fleet Purchase Incentive	0
	RA2	Uconnect 3 with 5" Display	795
	DK3	Elec Shift-On-The-Fly Transfer Case	295
	CK9	Delete Carpet	0
	AJY	Popular Equipment Group	695
	ADB	Protection Group	145
	4DH	Prepaid Holdback	0
	4ES	Delivery Allowance Credit	0
	5N6	Easy Order	0
	4FM	Fleet Option Editor	0
	4FT	Fleet Sales Order	0
	170	Zone 70-Phoenix Arizona	0
	4EA	Sold Vehicle	0
Non Equipment:	4FA	Special Bid-Ineligible For Incentive	0
Bid Number:	TB8273	Government Incentives	0
Discounts:	YG2	5.2 Additional Gallons of Gas	0
Destination Fees:			1,395
Total Price:			<u>42,270</u>

Order Type: Fleet
Scheduling Priority: 1-Sold Order
Customer Name:
Customer Address: USA

PSP Month/Week:
Build Priority: 99

Instructions:

27730.^{3/1}
138.⁶⁵

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.



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

(For BOC Use)
Item #
4d

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

Staff Contact: Matt Scrivner / Eric Imes
Department: Public works / Road
Short Title of Agenda Item: Purchase Pre-Authorization for Cat 420F2 backhoe
(No acronyms please)
Phone Number (Ext): 541-989-9500
Requested Agenda Date: 5-24-2018

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: 5-10 minutes
Purchase Pre-Authorization
Other

N/A
Purchase Pre-Authorizations, Contracts & Agreements
Contractor/Entity: NJPA / Western States Caterpillar
Contractor/Entity Address: 2100 Frontier Loop Pasco, Washington 99301
Effective Dates - From: Through:
Total Contract Amount: \$ 94,673.37 Budget Line: 201-220-5-40-4401
Does the contract amount exceed \$5,000? Yes No

Reviewed By:
[Signature] 5-24-18 Department Head Required for all BOC meetings
[Signature] 5/25/18 Admin. Officer/BOC Office Required for all BOC meetings
County Counsel *Required for all legal documents
Finance Office *Required for all contracts; other items as appropriate.
Human Resources *If appropriate

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

AGENDA ITEM COVER SHEET

Morrow County Board of Commissioners

(Page 2 of 2)

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

MCPW has been looking at replacing a 1997 Caterpillar 416C backhoe for about a year. After demoing different manufacturers machines it has been determined that the Caterpillar 420F2 would be the best fit for Morrow County. After discussion with the salesman it was determined to trade the 1997 416C backhoe and the 2003 Cat 277 skid-steer loader towards the 2018 Caterpillar 420F2. This purchase would be through the National Joint Purchasing Association, a national fleet purchasing program for governmental purchasing. This would be a lump sum payment for this machine with no lease or future payout.

2. FISCAL IMPACT:

This purchase would be from the road departments equipment replacement budget. Current balance is \$ 382,117.64.

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

Motion to approve purchase pre-authorization of \$ 94,673.37 for a 2018 Caterpillar 420F2 backhoe under the NJPA purchasing program using Morrow Counties member # 130316. A final contract for purchase to be presented at a future BOC meeting.

Attach additional background documentation as needed.



Pasco
 2100 Frontier Loop Pasco, WA 99301
 509.547.9541

SALES AGREEMENT

AGREEMENT: Q000073931-14
 AGREEMENT DATE: 5/22/2018
 AGREEMENT EXPIRES: 12/14/2017
 WAREHOUSE: Pasco Machine Sales
 CUSTOMER NO.: 6040800
 CUSTOMER PO:
 SALESMAN: Joseph D Giacalone

SOLD TO:
 Morrow County
 PO Box 428
 Lexington, OR 97839-0428

SHIP TO:
 Office
 PO Box 428
 Lexington, OR 97839-0428

JosephGiacalone@wseco.com

ITEM DESCRIPTION	PRICE
2018 Caterpillar 420F2 Industrial Loader S/N: HWD02171 SMU: 34 hrs ID:E0024932	\$128,373.37
<ul style="list-style-type: none"> ● Caterpillar FORKS BHL S/N: ART04879 ID: E0007988 ● Caterpillar 48" BKT 0.60 CYD DC-DH 450 F/E S/N: TBD ● Caterpillar 24" HD BKT 6.2CFT 416-430 D/E/F S/N: BL170224596 ID: E0018986 ● Caterpillar THUMB 420F S/N: DJ171105894 ID: E0028643 ● Delivery Freight ● New Warranty - 36 mo 2,000 hrs - POWERTRAIN + HYDRAULICS + TECH 	
Caterpillar 95" GP BKT 1.5YD3 IT 420/430 S/N: TBD	\$3,300.00

TRADE PROPOSAL	
1997 Caterpillar 416C S/N: 5YN02721 SMU: 0 hrs	(\$21,000.00)

The trade proposal offered is based on the information you have provided and is contingent on a final inspection before the Agreement is accepted by both parties. If the proposed trade equipment hours increase by 200 hours over what has been specified herein or the inspection reveals an unexpected change in the equipment operation or the equipment, the trade proposal valuation will become invalid. The Trade Proposal will become final upon the execution of this Agreement by WSECO.

2003 Caterpillar 277 S/N: CNC01356 SMU: 0 hrs	(\$16,000.00)
---	---------------

Notes		
	Before Tax Balance	\$94,673.37
	Sales Tax	\$0.00
	Trade Payoff	\$0.00
	Downpayment	\$0.00
	Net Due	\$94,673.37

Western States Equipment
 Order Received by 
 Title Salesman Date 5/23/18

Morrow County
 Approved and Accepted by _____
 Title _____ Date _____

Warranty Document Received (initial) _____

Trade Ins: All trade-ins are subject to equipment being in as inspected condition by vendor at time of delivery of replacement machine purchase above. Purchaser hereby sells the trade in equipment described above to the vendor and warrants it to be free and clear of all claims, liens, and security interest except as shown above.
 Warranty: By initialing above the customer acknowledges that they have received a copy of the Western States Co/Caterpillar Warranty and has read and understands said warranty. All used equipment is sold as is where is and no warranty is offered or implied except as specified above.



SALES AGREEMENT

NO.: Q000073931-14

EQUIPMENT DETAILS

0P0070 BACKHOE LOADER WORK TOOLS
0P0210 PACK, DOMESTIC TRUCK
2128738 BUCKET-DC, 48", 13.0 CFT
2193387 BUCKET-HD, 24", 6.2
4508450 420F2 BHL IT, TIER 4, HRC
2168840 BUCKET-MP, 1.4 CYD, IT
3379696 COUNTERWEIGHT, 1015 LBS
3982681 RIDE CONTROL
3982882 COLD WEATHER PACKAGE, 120V HRC
4309944 INSTRUCTIONS, ANSI
4470049 PRODUCT LINK, CELLULAR, PL6411
4508616 PT, 4WD, AUTOSHIFT
4508715 AIR CONDITIONER, T4
4508757 ENGINE, 74.5KW,C4.4 ACERT, T4F
9R5320 CUTTING EDGE, TWO PIECE,WIDE
4218926 SERIALIZED TECHNICAL MEDIA KIT
0P9002 LANE 2 ORDER
4621033 RUST PREVENTATIVE APPLICATOR
2825409 THUMB, HYDRAULIC ARR

1515335 FORK, 48" PALLET (QC)-IT
2511798 BUCKET-GP, 1.31 CYD, W/BOCE,IT
0P0070
1783593 PINS, SPARE
2061748 SEAT BELT, 3" SUSPENSION
2823855 TIRES, 12.5 80-18/21L-24, FS
3952942 SEAT, DELUXE FABRIC, HEATED
3982853 LINES, COMBINED AUX, E-STICK
4237607 PLATE GROUP - BOOM WEAR
4447500 COUPLER, PG, MANUAL, DUAL LOCK
4508533 HYDRAULICS, MP, 6FCN/8BNK, IT
4508683 CAB, DELUXE
4508730 STICK, EXTENDABLE, 14FT
4916734 WORKLIGHTS (8) HALOGEN LAMPS
9R6007 STABILIZER PADS, FLIP-OVER
0P0210 PACK, DOMESTIC TRUCK
4616839 SHIPPING/STORAGE PROTECTION
0P0070
2214283 THUMB, TINE, A 3

TERMS AND CONDITIONS

1. OFFER TO SELL, METHODS OF ACCEPTANCE AND AGREEMENT TERMS: This Sales Agreement ("SA") is an offer for the sale of the equipment, vehicles, accessories and attachments described on the invoice (referred to generally as "equipment" or "goods") by Western States Equipment Company, an Idaho business corporation or its affiliates ("WSECO") to Customer under the terms and conditions specified herein. This offer may be accepted by (1) the execution of this SA by a representative of Customer or (2) Customer's verbal or written authorizations or conduct consistent with prior course of dealing between the parties authorizing WSECO to take action to fulfill this SA, or (3) the commencement of the manufacture or shipment of the goods specified in this SA, whichever of the foregoing first occurs.

Acceptance of this SA is limited to the express terms stated herein. Any proposal in Customer's acceptance for additional or different terms or any attempt by Customer to vary in any degree any of the terms is objected to and hereby rejected, but such proposals shall not operate as a rejection of this offer, unless such variances are in the terms of the description, quantity, price, delivery schedule, or payment schedule of the goods, but shall be deemed a material alteration of this SA and this SA shall be deemed agreed to by WSECO without said additional or different terms. Once accepted, this SA shall constitute the entire agreement between WSECO and Customer. WSECO is not bound by any representation or agreements, express, or implied, oral or otherwise, which are not stated within this SA or contained in a separate writing supplementing this SA and signed by authorized agents of both WSECO and Customer. This SA will supersede all previous communications, agreements, and contracts with respect to the subject matter hereof and no understanding, agreement, term, condition, or trade custom at variance with this SA will be binding on WSECO. No waiver or modification of the terms and conditions hereof will be effective unless in writing and signed by both Customer and WSECO.

2. PAYMENT TERMS: Customer agrees to pay the sales price for the equipment, less any net trade-in allowance, in accordance with the payment terms as all stated on the invoice. The sales price is offered F.O.B. at WSECO's designated facility as stated on the invoice and Customer is responsible for all shipping charges as provided in this SA. Customer is also responsible for paying all applicable sales, use or any other applicable taxes levied or assessed on the equipment by any federal, state or local governmental authority, unless Customer provides WSECO an appropriate exemption certificate as stated on the invoice. In the event that Customer fails to pay any applicable tax or other charge as agreed herein or fails to provide a valid exemption certificate, Customer agrees to indemnify and hold WSECO harmless from any liability and expense by reason of Customer's failure to pay said taxes or assessments, including, but not limited to, WSECO's reasonable attorney's fees and costs and other necessary legal expenses resulting from such failure.

3. GRANT OF SECURITY INTEREST, AUTHORIZATION TO FILE STATEMENT AND PROTECTION OF COLLATERAL: Until the Customer pays the total sales price and additional charges as provided in this SA, Customer hereby grants WSECO a security interest in and to the equipment and all additions, replacements, substitutions, and proceeds of the same ("Collateral") to secure payment of the sales price and any and all other amounts owed or owing by Customer to WSECO under this SA or otherwise. Customer authorizes WSECO to file financing statement(s) evidencing this security agreement and the collateral subject thereto and to take all steps necessary to perfect WSECO's interest in the equipment.

Customer agrees to execute any documents required by WSECO to evidence and perfect such security interest. Customer hereby appoints WSECO as its irrevocable attorney-in-fact for the purpose of executing any documents necessary to perfect or to continue the security interest granted in this SA. Customer will reimburse WSECO for all expenses for the perfection and the continuation of the perfection of WSECO's security interest in the Collateral. Customer promptly will notify WSECO before any changes in Customer's name including any changes to the assumed business names of Customer.

Customer, upon WSECO's request, will deliver to WSECO a schedule of the locations of the Collateral and agrees to update the list upon WSECO's further request. Customer will not commit or permit damage to or destruction of the Collateral or any material part of the Collateral. WSECO and its designated representatives and agents shall have the right at all reasonable times to examine and inspect the Collateral. Customer shall immediately notify WSECO of all cases involving the loss or damage of or to any material portion of the Collateral and generally of all material happenings and events affecting the Collateral.

4. INSURANCE: Customer shall not move, load, transport or otherwise handle the equipment on WSECO's premises without first having obtained insurance coverage. Customer shall carry all risks insurance on the equipment, including, without limitation, fire, theft and liability coverage with such other insurance as necessary to protect Customer's and WSECO's respective interests in the equipment. As long as any portion of the sales price is outstanding, Customer will deliver to WSECO from time to time the policies or certificates of insurance in forms satisfactory to WSECO, showing WSECO as an additional insured and including stipulations that coverage will not be cancelled or diminished without at least fifteen (15) days prior written notice to WSECO.

5. TIME OF DELIVERY AND SHIPPING: Orders for equipment are processed in the order of their acceptance by WSECO and WSECO will use its reasonable efforts to deliver the equipment to Customer on the scheduled delivery date as stated on the invoice. However, shipping and delivery dates are acknowledged to be estimates only and dependent upon many factors outside of WSECO's control including, but not limited to, the manufacturer's production schedule, material and labor shortages, shipping delays and various other unrelated factors. WSECO is not liable for delays or damages caused by delays in delivery or shipment of the equipment, unless stated on the face of the invoice to the contrary. Customer is responsible for all freight, shipping, loading and unloading costs.

6. RISK OF LOSS/SHORTAGES/REJECTION OF GOODS: Risk of loss of the goods shall pass to Customer as soon as the goods are properly loaded on the carrier. WSECO's responsibility for shipment ceases upon delivery of the goods to a transportation company. Any claim by Customer for shortage in shipment shall be made by written notice to WSECO within fifteen (15) days after receipt of the shipment. It is specifically agreed that the risk of loss shall not be altered by the fact that the conduct of either party hereto may constitute a default or breach and shortage in shipment is not deemed to constitute a nonconformity.

All equipment or goods shall be subject to the standard manufacturing and commercial variation and practices of the manufacturer thereof. In the event of shipment of non-conforming goods, WSECO shall be given a reasonable opportunity to replace the goods with those which conform to the order. Any notices pertaining to rejection or claims of nonconformity must be made in writing specifying in detail Customer's objections and such notices must be delivered within fifteen (15) days after delivery of the goods. It is agreed that in the event of rejection, Customer will store the goods or reship the goods to WSECO. Should Customer use the equipment or goods, such use shall be deemed an unequivocal acceptance of the goods. If Customer accepts goods tendered under this SA, such acceptance shall be final and irrevocable; no attempted revocation shall have any effect whatsoever.

7. ASSIGNMENTS: No right or interest in this SA shall be assigned by Customer without the written permission of WSECO, and no delegation of any obligation owed or of the performance of any obligation by Customer shall be made without written permission of WSECO. Any attempted assignment or delegation by Customer shall be wholly void and totally ineffective for all purposes unless made in conformity with this paragraph.

8. NO WARRANTY: Unless provided otherwise on the invoice, the equipment is purchased "**AS IS**" and there is no other agreement with Customer regarding the equipment other than what is stated in this SA and in any credit instrument and/or guaranty between Customer and WSECO. There are no other warranties, express or implied, for any equipment, product, service, or other items sold or furnished under this SA unless agreed to in writing between Customer and WSECO. **WSECO DISCLAIMS ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.**

9. EQUIPMENT FAILURE/LIMITATION OF REMEDIES: If, for any reason, the equipment does not perform satisfactorily, as judged by WSECO in its sole discretion, WSECO may repair or replace the equipment or any part thereof, at its option, without affecting any of the terms of this SA. This remedy does not apply if the equipment has failed or performs less than satisfactorily due to improper use of the equipment, accident (including, damage during shipment), neglect, abuse, misuse or exposure of the equipment to conditions beyond capacity, power, environmental design limits or operation constraints specified by WSECO or the equipment manufacturer. Customer is responsible for all expenses related to repair or replacement due to these causes. **THE REMEDIES IN THIS PARAGRAPH ARE CUSTOMER'S SOLE AND EXCLUSIVE REMEDIES AGAINST WSECO.**

10. LIMITATION OF LIABILITY: Notwithstanding trade customs or prior course of dealing to the contrary, in no event will WSECO, its subsidiaries, affiliates, agents or employees be liable for any incidental, indirect, special, or consequential damages in connection with or arising out of this SA or furnishing of any goods, services or other items or any third party's ownership, maintenance, or use of any goods, services or other items furnished under this SA, including, but not limited to, lost profits or revenues, loss of use of the equipment or any associated goods, damage to associated goods, costs of capital, cost of substitute goods, or claims of Customer's clients for such damages. Customer's sole remedy, for any liability of WSECO of any kind, including but not limited to negligence, with respect to any equipment, service, or other item is limited to that set forth in the paragraph entitled "**EQUIPMENT FAILURE/LIMITATION OF REMEDIES**" of this SA. WSECO is not responsible for meeting any federal, state, local or municipal code or specification (whether statutory, regulatory or contractual), unless Customer specifies it in writing and WSECO agrees to it in writing. Customer agrees that it has selected each item of equipment based upon its own judgment and particular needs and disclaims any reliance upon any statements or presentations made by WSECO. The liability for performing under any manufacturer warranty program rests solely with the subject manufacturer and WSECO has no liability or responsibility for performance thereunder.

11. FORCE MAJEURE: WSECO shall not be responsible or liable for any delay or failure to deliver any or all of the goods and/or performance of the services where such delay or failure is caused by any act of God, fire, flood, inclement weather, explosion, war, insurrection, riot, embargo, strike, ordinance, regulation or order of any government or agent thereof, shortage of labor, material fuel, supplies or transportation, strike or other labor dispute, or any other cause, contingency, occurrence or circumstance of any nature, whether or not similar to those herein before specified beyond WSECO's control, which prevents, hinders or interferes with manufacture, assembly or delivery of the goods or performance of the services. Any such cause, contingency, occurrence or circumstances shall release WSECO from performance of its obligations hereunder.

12. INDEMNITY: Customer agrees to indemnify and hold WSECO harmless from and against any and all claims, actions, suits, proceedings, costs, expenses, damages (including but not limited to consequential and incidental damages), liabilities, fees (including, but not limited to, attorney fees and court costs), and settlements, (including those brought or incurred by or in favor of Customer's employees, agents and subcontractors), arising out of or related to the selection, delivery, loading, unloading, towing, possession, use, operation, handling or transportation of the equipment. Customer agrees to defend, at its expense, any and all suits brought against WSECO either alone or in conjunction with others and additionally to satisfy, pay and discharge any and all judgments and fines against WSECO in any such suits or actions, whether based in negligence or otherwise.


13. DEFAULT BY CUSTOMER: An event of default shall occur if (a) Customer fails to pay when due the sales price; (b) Customer fails to perform or observe any covenant, condition, or agreement to be performed by it hereunder; (c) Customer ceases doing business as a going concern, makes an assignment for the benefit of creditors, admits in writing an inability to pay debts as they become due, files a petition in bankruptcy, or if its owners, shareholders or members of Customer take actions towards dissolution or liquidation of Customer; (d) Customer attempts to sell, transfer, or encumber, sublease or convey the equipment or any part thereof prior to paying the full sales price; or (e) WSECO, in good faith deems itself, insecure relative to payment of the sales price.

Upon the occurrence of any event of default, WSECO may exercise the following rights and remedies: (i) declare the sales price immediately due and payable; (ii) require Customer to assemble the equipment and make it available to WSECO at a place and time designated by WSECO; (iii) WSECO shall have full power to enter upon the property or jobsite of the Customer and take possession of and remove the equipment; (iv) WSECO shall have full power and authority to sell, lease, transfer or otherwise deal with the equipment or proceeds thereof, and in connection therewith WSECO may bid on the goods or equipment and that a commercially reasonable price for said reclaimed equipment may be determined by WSECO based upon current national auction values, market trends relating to supply and demand, and related factors for goods of similar type and condition; (v) if WSECO chooses to sell or lease the reclaimed equipment, WSECO may obtain a judgment against Customer for any deficiency remaining on the sales price after application of all amounts received from the exercise of its rights under this SA; and (vi) all rights and remedies of a secured creditor under the provisions of the Idaho Uniform Commercial Code, as amended from time to time. All of WSECO's rights and remedies, whether evidenced by this SA or other related agreement, shall be cumulative and may be exercised singularly or concurrently. Customer agrees to pay all costs incurred by WSECO in enforcing this SA or any of its provisions, including without limitation reasonable attorney's fees and costs and all costs of reclaiming the goods, whether or not legal action is commenced.

14. JURISDICTION AND VENUE: This SA and the relationship between WSECO and Customer shall be governed and construed according to the laws of the State of Idaho. At the sole and exclusive election of WSECO, jurisdiction and venue for any action or dispute arising under this SA shall be in the in the Fourth Judicial District of the State of Idaho, in and for Ada County, which is WSECO's corporate headquarters and principal place of business, wherein the parties acknowledge having done business sufficient to establish minimum contacts under the Idaho long arm statute, and which is a mutually convenient forum. In addition, Customer waives any and all rights to jurisdiction and/or venue in any other forum, including waiver of any and all rights to remove the action from any court originally acquiring jurisdiction.

15. EQUIPMENT DATA: This machine may be equipped with a wireless data communication system, such as Product Link. In such case, Customer understands data reflecting the machine performance, condition and operation is being transmitted to Caterpillar/WSECO to better serve the Customer and to improve upon Caterpillar products and services. This data may include, but is not limited to: fault codes, emissions data, fuel usage, service meter hours, software and hardware version numbers and installed attachments. Neither Caterpillar nor WSECO sell, rent or share collected information to any other third party, and will exercise reasonable efforts to keep the information secure. Caterpillar Inc. and WSECO recognize and will respect customer privacy. Customer agrees to allow this data to be accessed by Caterpillar and WSECO within normal, accepted business practices.

The undersigned represents and warrants that he/she is authorized by Customer identified below to bind the Customer to the obligations and duties expressed herein and does so commit Customer to the terms and conditions of SA by signing below. Until this SA (or identical counterpart thereof) has been signed by our duly authorized representative, it will constitute an offer by Customer to enter into this SA with WSECO on the terms herein.

CUSTOMER: _____	WESTERN STATES EQUIPMENT COMPANY
By: _____	By: 
Print Name: _____	Print Name: <u>Joe Grimalone</u>
Title: _____	Title: <u>Salesman</u>
Date: _____	Date: <u>5/23/18</u>



STANDARD WARRANTY AND APPLICATION FOR EXTENDED COVERAGE FOR CATERPILLAR PRODUCTS

The Caterpillar equipment owner identified below ("Owner") hereby applies to Western States Equipment for Standard or Extended Coverage in accordance with the terms as set forth in this document, for the Caterpillar product identified below. Owner desires the Standard or Extended coverage option(s) listed below:

COVERAGE EXPIRATION - FIRST TO OCCUR (MONTHS OR HOURS) - Months after retail purchase (less duration of rental, demonstration, or other usage, if any, prior to the first purchaser or lessee)

Standard Warranty period based on Caterpillar guidelines				
OWNER's NAME Morrow County			OWNER PHONE	
OWNER ADDRESS, CITY and ZIP CODE PO Box 428 Lexington, OR 97839-0428				
EXTENDED WARRANTY COVERAGE New Warranty - 36 mo 2,000 hrs & POWERTRAIN + HYDRAULICS + TECH				
MODEL	PRODUCT DESCRIPTION	HOUR METER	SERIAL NUMBER	DELIVERY DATE
420F2	420F2 Industrial Loader	34	HWD02171	

IMPORTANT NOTE TO OWNER: Complete terms of Standard or Extended Coverage are set forth on this document. Please read all pages carefully before signing. **YOUR RIGHTS AND REMEDIES IN CONNECTION WITH STANDARD OR EXTENDED COVERAGE ARE LIMITED AS INDICATED ON ALL PAGES OF THIS DOCUMENT. CATERPILLAR PRODUCTS CARRY NO IMPLIED WARRANTY OR MERCHANTABILITY OR FITNESS. STANDARD WARRANTY OR EXTENDED COVERAGE IS NOT INSURANCE.**

ACKNOWLEDGEMENTS: I have read and understand the terms, including limitations and exclusions, of Standard or Extended Coverage, and understand that it is not insurance. I also understand that the coverage applied for herein is not effective unless and until I pay the applicable charge for this extended coverage. I understand the SOS requirements _____ (initial)

OWNER/LESSEE SIGNATURE : _____ DATE: _____

The owner and product identified above meet all requirements for the coverage requested and the applicable charge for extended coverage has been paid.

DEALER SIGNATURE : _____ DATE: 5/23/18

TRANSFER: The unexpired portion of the Standard or Extended Repair Coverage may be transferred with Western States Equipment approval (see section F on back for complete details). Complete the section below to request transfer.

Purchase Application <input type="checkbox"/> COMMERCIAL <input type="checkbox"/> FORESTRY <input type="checkbox"/> WASTE <input type="checkbox"/> GOVERNMENTAL <input type="checkbox"/> AG	PURCHASER NAME	DATE MACHINE SOLD	DATES INSPECTION COMPLETED & APPROVED	
	ADDRESS (STREET, RR)	(CITY/TOWN)	(STATE)	(ZIP CODE)
	TRANSFER HOUR METER READING	SIGNATURE OF NEW BUYER	DEALER CONFIRMATION	

By signing this agreement I agree to the terms on the following pages.

CATERPILLAR STANDARD WARRANTY

General Provisions: Caterpillar warrants the products sold by it, and operating within the geographic area serviced by authorized USA and Canadian Caterpillar dealers, to be free from defects in material and workmanship. In other areas and for other products, different warranties may apply. Copies of applicable warranties may be obtained by writing Caterpillar Inc. 100 N.E. Adams St., Peoria IL, USA 61629-3345.

Warranty Period: The Standard Caterpillar Machine Warranty is 12 Months/UNLIMITED hours of operation (whichever occurs first), based upon Caterpillar's recommended guidelines. For new associated work tools, the warranty period is 12 Months/UNLIMITED hours, starting from the date of delivery or sale to first user. No extended coverage is available for Caterpillar work tools. For new replacement engines, the warranty is 6 months, starting from date of delivery to the first user. Note: For hydraulic line's quick connect / disconnect components sold on compact wheel loaders, mini hydraulic excavators, skid steer loaders, multi terrain loaders, and compact track loader machines, the warranty period is 50 hours starting from the date of delivery to the first user.

Caterpillar Responsibilities: If a defect in materials or workmanship is found during the Standard Warranty period, Caterpillar will, during normal working hours and at a place of business of a Caterpillar dealer or other source approved by Caterpillar. 1) Provide (at Caterpillar's choice) new, remanufactured, or Caterpillar-approved repaired parts or assembled components needed to correct the defect. 2) Replace lubricating oil, filters, antifreeze, and other service items made unusable by the defect. 3) Provide reasonable or customary labor needed to connect the defect. Note: Items replaced under this warranty become the property of Caterpillar. **Owner Responsibilities:** The user is responsible for: 1) Providing proof of deliver date to the first user. 2) The costs associated with transporting the product. 3) Labor costs, except as stated under "Caterpillar Responsibilities." 4) Local taxes, if applicable. 5) Parts shipping charges in excess of those which are usual and customary (air freight). 6) Cost to investigate complaints, unless the problem is caused by a defect in Caterpillar material or workmanship. 7) Giving timely notice of a warrantable failure and promptly making the product available for repair. 8) Costs associated with the performance of required maintenance (including proper fuel, oil, lubricants, and coolant) and items replaced due to normal wear and tear. 9) Allowing Caterpillar access to all electronically stored data. 10) Costs associated with travel time and mileage required for on-site repairs.

EXTENDED REPAIR COVERAGE

A. General Provisions: During the selected coverage period, Western States Equipment will repair or replace, at its option, covered components of the product identified on the face of this document under the Extended Coverage Section. Coverage is subject to the listed conditions of "Standard", "Full Machine", "Power Train", or "Power Train Plus Hydraulics" and for the appropriately indicated "Months" and "Hours" for components that are defective in material or workmanship, subject to the terms and conditions set forth on both sides of this document. Such repair or replacement will be free of charge for parts and labor, except as otherwise stated below or as stated within the Standard Caterpillar Warranty section above. Under the "Governmental Full Machine" option, the extended coverage includes Scheduled Oil Sampling materials and analysis provided by Western States Equipment at Caterpillar's prescribed intervals. An Extended Coverage Contract is not required for purchase or to obtain financing.

Warranty Periods: Warranty periods for Extended Coverage are indicated in the extended warranty coverage box on the face of this document. The coverage is listed for hours and months, whichever expires first.

Owners Responsibilities: The owner (lessee, for leased products) at their expense, must maintain the product in accordance with the product's Operators Manual, and, upon request, provide adequate records verifying maintenance. For the "Power Train", "Power Train Plus Hydraulics", and "Full Machine" Extended Coverage, Scheduled Oil Sampling (SOS) must be taken by the owner at Caterpillar recommended intervals and sent to Western States Equipment. Failure to do so could jeopardize the Extended Coverage and result in shared liability on a pro rata basis if SOS could have predicted or reduced the cost of a covered failure. Note: Any malfunction of the service meter shall be reported within 30 days of said malfunction in writing, or this agreement is null and void.

Power Train Extended Coverage: The following components are covered. If a component is not listed, it is not covered. 1) ENGINE: basic engine including engine components essential to engine operation (i.e., fuel pump, oil pump, water pump, turbocharger, governor, engine control module, etc.). 2) TRANSMISSION: includes transmission pump and hydraulic controls. 3) TORQUE CONVERTER/DIVIDER. 4) DRIVE LINE: includes pinion and bevel gear. 5) TRANSFER GEAR GROUP. 6) DRIVE AXLES. 7) FINAL DRIVES. 8) HYDRAULIC DRIVE PUMPS AND MOTORS: on hydraulic excavators and machines equipped with hydrostatic drive or differential steering, including hydrostatic lines between the pump and motor. 9) BRAKE COMPONENTS for track-type loaders and tractors, only if they also provide steering. 10) STEERING CLUTCH COMPONENTS: on track-type loaders and tractors, if so equipped. 11) DIFFERENTIAL STEERING COMPONENTS: includes differential steer planetary group, pump, motor and pilot valves. 12) VIBRATORY COMPONENTS: on vibratory compactors. Includes vibratory mechanism, hydraulic pump and motor, hydraulic valves, universal joints, bearings, and drum isolation system. 13) ROTOR DRIVE MECHANISM: on paving profilers, reclaimers and stabilizers. This includes the drive shaft group, sheave groups, and clutch group. This excludes belts, chains and rotor brakes. 14) ELECTRONIC CONTROLS AND SENSORS: which function to direct power for moving the machine. This includes power shift controls, engine pressure controls, differential lock, and fingertip controls. Also includes the wiring connectors that are part of the designated power train components.

Power Train Plus Hydraulics Extended Coverage: The following components are covered. If a component is not listed, it is not covered. Power Train Plus Hydraulics coverage includes all of the above listed items under Power Train for the appropriately indicated hours and months, plus the following: 1) HYDRAULIC/STEERING HOSES AND LINES. 2) HYDRAULIC QUICK-COUPERS AND SWIVELS. 3) HYDRAULIC TANKS: includes specific internal parts. 4) HYDRAULIC OIL FILTER BASE, excluding hydraulic oil filters. 5) HYDRAULIC PUMPS AND MOTORS: including steering pumps (main and supplemental). 6) HYDRAULIC CYLINDERS: steering, suspension, and implement hydraulic cylinders (includes bulldozer and ripper cylinders on track-type tractors). 7) HYDRAULIC VALVES AND CONTROLS: includes all parts that make up a valve for directing or controlling hydraulic fluid for steering and implements, including automatic blade controls and bucket position controls. 8) HYDRAULIC ACCUMULATORS: steering and implement. 9) HYDRAULIC OIL COOLERS: steering and implement.

Full Machine Extended Coverage: All of the listed items included in the POWER TRAIN and POWER TRAIN PLUS HYDRAULICS coverage, plus all attachments/accessories that were installed on the product before delivery which are not covered by another warranty, for the appropriately indicated hours and months of coverage on the face of this document (whichever expires first). Governmental application "Full Machine Failsafe Coverage" will also include all fluid filters and pre-paid SOS as prescribed by Caterpillar's recommendations and a 95% machine availability as recorded by owner. Machine availability for Governmental application Full Machine Failsafe coverage will be determined by:

Scheduled Hours Available for Work (numerator)

Scheduled Hours (denominator)

The machine availability will be evaluated at 12-month intervals. If machine availability is below 95%, Western States Equipment will reimburse owner \$25.00 per hour for the

hours necessary to "enhance" availability to the 95% level.

Note: "Power Train", "Power Train Plus Hydraulics", and "Full Machine" coverage continue (unless transferred or terminated as per Section C or G below) until the expiration of the hours or months listed on the face of this document. The coverage period ends after reaching the specified number of months selected, or when the machine's hour meter reaches the specified number of hours limitation selected, whichever occurs first. Extended Coverage is available only through Western States Equipment for Caterpillar Equipment.

Note: Once Extended Coverage becomes effective, Western States Equipment's obligations there under extend only to the applicant identified on the face of this document, unless the remaining coverage is transferred to a subsequent end use purchaser of the product in accordance with Section F below, and indicated on the face of this document, or cancelled under Section G below.

Note: The travel time and mileage/hauling option is available only to Governmental application "Full Machine Failsafe coverage" option.

B. ITEMS NOT COVERED: Western States Equipment is not responsible for the following: 1) Premiums charged for overtime labor requested by the owner/lessee. 2) Transporting the product to and from the place where service is performed, or service calls made by the repairing dealer if the travel time and mileage/hauling option is not included. 3) Depreciation or damage caused by normal wear, lack of reasonable and proper maintenance, failure to follow operating instructions, misuse, lack of proper protection during storage, vandalism, the elements, collision or other accidents, or acts of God. 4) Normal maintenance and replacement of maintenance and wear items, such as filters, oil, fuel, hydraulic fluid, lubricants, coolants and conditioners, labor for taking oil sample, tires, Freon, batteries, lights, paint, fuses, glass, seat upholstery, undercarriage, lubricated joints (including pins and bushings), blades and cutting edge parts, belts, dry brakes, dry clutch linings, and bulbs. 5) Any defect in a non-covered component, or damage to or failure of a covered component caused by a defect in a non-covered component. 6) Travel time and mileage for Extended Repair Coverage repairs in the field, if travel time and mileage/hauling option is not included. 7) Auxiliary Equipment Manufacturers' attachments and new associated work tools and attachments carry only one warranty as prescribed by that manufacturer. 8) Western States Equipment will not be responsible for repairs, cost of repairs, or be assessed hours against the availability guarantee for damage or downtime caused by fire, vandalism, accident, operator's abuse, negligence, strikes, acts of God, failure to perform the manufacturer's recommended maintenance as set forth by the lube and maintenance guide, tire failure or Auxiliary Equipment or Attachments. 9) Owner/Lessee will not assess the time required to perform the manufacturer's recommended maintenance as set forth by the lube and maintenance guide against the availability guarantee. 10) All costs (including travel time and mileage/hauling) for repairs required because of abuse or improper operation will be charged to the owner/lessee. Minor repairs that do not affect the immediate and safe operation of the machine will be completed within the earliest possible period within Western States Equipment maintenance schedule.

C. TERMINATION OF EXTENDED COVERAGE: Western States Equipment is relieved of its obligation under Extended Coverage if: 1) The product is altered or modified in any manner not approved by Western States Equipment in writing. 2) The product's hour meter has been rendered inoperative or otherwise tampered with, or any malfunction of the service meter is not reported within 30 days of said malfunction in writing to Western States Equipment. 3) The product is removed from Western States' territory. 4) Use is made of the product within an application group other than the one designated in the original application for Extended Coverage for the product.

D. LIMITATIONS OF WESTERN STATES EQUIPMENT LIABILITY: In no event will Western States Equipment be liable for any incidental or consequential damages (including, without limitation, loss of profits, rental of substitute equipment, or other commercial loss) that may be caused due to a defect in the product of the breach of performance of Western States Equipment obligations under Extended Coverage.

E. OBTAINING EXTENDED COVERAGE SERVICE: To obtain service the owner/lessee must request Extended Coverage Service from the nearest Western States Equipment branch. When making a request, the owner/lessee must promptly make the product available for repair and inform the dealer of what they believe is the problem/defect. Extended Coverage service can be performed in the field if the owner/lessee and servicing branch agree to do so. However, Western States Equipment will not be held responsible for any additional cost incurred because of the decision to repair a machine in the field. Dealer Branches toll free number:

Idaho Falls, ID	877-552-2287	Pendleton, OR	888-388-2287
Lewiston, ID	800-842-2225	Pasco, WA	800-633-2287
Meridian, ID	800-8s2-2287	Spokane, WA	800-541-1234
Pocatello, ID	800-832-2287	Hayden, ID	208-762-6600 (Not a toll free number)
Twin Falls, ID	800-2s8-1009		
Kalispell, MT	800-63s-7794		
Missoula, MT	800-548-1512		
LaGrande, OR	800-963-3101		

F. TRANSFER OF UNUSED COVERAGE UPON RESALE: Remaining Extended Coverage applicable to a used Caterpillar product is transferred to a subsequent end use purchaser only if: 1) The subsequent purchase is made before the product's Extended Coverage expires. 2) The product is determined by Western States Equipment to be in satisfactory condition following an inspection performed by an authorized Western States Equipment branch at the subsequent end use purchaser's expense. 3) The subsequent end use purchaser receives Western States Equipment's written confirmation of the transfer. 4) The use of the product by the subsequent end use purchaser remains in the initial/same application group designed on the product's original coverage application, or the subsequent end use purchaser pays the amount specified by Western States Equipment for conversion of the remaining coverage to a different application group.

G. CANCELLATION OF COVERAGE: The owner may cancel Extended Coverage: 1) Within thirty (30) days of machine purchase by original end use purchaser if no claim has been made, and receive a full refund of the coverage purchase price, less a \$50.00 cancellation fee. 2) At any other time during the coverage by the first end use purchaser and receive a pro rata refund of the coverage purchase price for the unexpired term of the coverage, based on the number of lapsed months, less a \$50.00 cancellation fee. 3) Prior to cancellation owner/lessee must provide written notice of the intent to cancel coverage to the nearest Western States Equipment branch.

H. COVERAGE AFFORDED UNDER THIS CONTRACT IS NOT GUARANTEED BY THE IDAHO INSURANCE GUARANTY ASSOCIATION. OBLIGATIONS OF THE MACHINE SERVICE CONTRACT PROVIDER UNDER THIS MACHINE SERVICE CONTRACT ARE GUARANTEED UNDER A SERVICE CONTRACT LIABILITY POLICY. SHOULD THE MACHINE SERVICE CONTRACT PROVIDER FAIL TO PAY OR PROVIDE SERVICE ON ANY CLAIM WITHIN SIXTY (60) DAYS AFTER PROOF OF LOSS HAS BEEN FILED, THE MACHINE SERVICE CONTRACT HOLDER IS ENTITLED TO MAKE A CLAIM DIRECTLY AGAINST THE INSURANCE COMPANY.

I. UPON FAILURE OF THE OBLIGOR TO PERFORM UNDER THE CONTRACT, CATERPILLAR INSURANCE COMPANY SHALL PAY ON BEHALF OF THE OBLIGOR ANY SUMS THE OBLIGOR IS LEGALLY OBLIGATED TO PAY OR SHALL PROVIDE THE SERVICE THAT THE OBLIGOR IS LEGALLY OBLIGATED TO PERFORM ACCORDING TO THE OBLIGOR'S CONTRACTUAL OBLIGATION UNDER THE SERVICE CONTRACTS ISSUED BY THE OBLIGOR, AND CATERPILLAR INSURANCE COMPANY WILL PAY CLAIMS AGAINST THE OBLIGOR FOR THE RETURN OF THE UNEARNED PURCHASE PRICE OF THE SERVICE CONTRACT.

J. THIS DOCUMENT IS NOT AN IMPLIED WARRANTY. THIS COVERAGE IS EXPRESSLY IN LIEU OF ANY OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. REMEDIES UNDER THIS COVERAGE ARE LIMITED TO THE PROVISION OF MATERIAL AND LABOR, AS SPECIFIED HEREIN. WESTERN STATES EQUIPMENT IS NOT RESPONSIBLE FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES.

K. REGISTER OBLIGOR: WESTERN STATES EQUIPMENT COMPANY IS REGISTERED OBLIGOR, WHO IS CONTRACTUALLY OBLIGATED TO THE SERVICE CONTRACT HOLDERS NAME TO PROVIDE SERVICE UNDER THIS SERVICE AGREEMENT. WESTERN STATES EQUIPMENT COMPANY CAN BE CONTACTED AT THE FOLLOWING ADDRESS OR PHONE NUMBER: WESTERN STATES EQUIPMENT COMPANY 500 E OVERLAND ROAD, MERIDIAN, ID 83642 (208) 888-2287. SERVICE CONTRACT INSURER: CATERPILLAR INSURANCE COMPANY 2120 WEST END AVE., NASHVILLE, TENNESSEE 37203 | 800 248-4228



Caterpillar Inc.
Peoria, Illinois 61629

Check when information has been entered into the Product Information System through Caterpillar dealer terminal.

DO NOT SEND IF ENTERED INTO P.I.S.

Delivery Service Record

Comprobante Del Servicio de Entrega

DLR. CODE	MODEL	MACHINE SERIAL NO.	HOURS	DELIVERY DATE	ENGINE SERIAL NO.
COD. DISTRIB.	MODELO	N/S MAQUINA	HORAS	FECHA DE ENTREGA	N/S MOTOR
H510	420F2	HWD02171	34		

ATTACHMENTS INSTALLED: BUCKET, DOZER, RIPPER, WINCH, CAB, TRANSMISSION, BOOM, STICK, ETC.

ACCESORIOS INSTALADOS: CUCHARON, HOJA, DESGARRADOR, MALACATE, CABINA, TRANSMISION, PLUMA, BRAZO, ETC.

Mfr. & Model or Part No, Fabricante y Modelo o N/P	Mfr. & Model or Part No, Fabricante y Modelo o N/P	Mfr. & Model or Part No, Fabricante y Modelo o N/P	Mfr. & Model or Part No, Fabricante y Modelo o N/P
FORKS BHL	24" HD BKT 6.2CFT 416-430 D/E/F	THUMB 420F	
Serial No. ART04879 N/S	Serial No. BL170224596 N/S	Serial No. DJ171105894 N/S	Serial No. N/S

Customer Name (Please Print) / Nombre del Cliente (con letra de imprenta) Morrow County

Direction postal completa / Dirección postal completa PO Box 428 Lexington, OR 97839-0428

Country / país USA

Delivery service on this machine has been completed, including the following items. Check () when each item is completed.
El servicio de entrega de esta máquina se ha completado incluso los puntos siguientes, Marque () cada punto que complete.

- 1. Operation Guide delivered with machine and operating controls and warning labels explained to user.
Se entregó con la máquina la Guía de Operación y se explicó al usuario la operación de los controles y los rótulos de advertencia.
- 2. Maintenance Guide delivered with machine and maintenance service, fluid levels and adjustments explained to user.
Se entregó con la máquina la Guía de Conservación y se explicó al usuario el servicio de conservación, ajustes y nivel de fluidos
- 3. Parts Book delivered with machine.
Se entregó con la máquina el Catálogo de Piezas.
- 4. All items on Delivery Checklist have been completed.
Se hizo todo lo indicado en el Comprobante de Entrega (No. de Forma 01-085314-03).

User's Signature / Firma del usuario

Dir. Rep. Signature / Firma del representante del distribuidor

Delivery Checklist CONTINUED ON REVERSE SIDE

At dealership

- Make sure all pending Safety Product Improvement Programs (PIP) have been completed.
- Make sure all necessary forms and literature are available.
- All decals are installed.
- All attachments are installed/available.
- Install shipping/service lock pins in fire suppression system (if equipped) when transporting machine.

At delivery area with customer (owner operator):

- Explain Parts Book.
- Explain all warning labels on machine.
- Show location of all serial numbers on machine.

Lubrication and Maintenance.

- Explain Maintenance Guide.
- Instruct how to use lubrication and maintenance chart.
- Show all lubrication points on the machine and attachments.

Lista de Comprobación SIGUE AL DORSO

En la distribuidora

- Asegurese que se completaron los programas pendientes de mejoras al producto para fines de seguridad (PIP).
- Asegurese que hay disponibles todas las formas y folletos necesarios.
- Se han puesto todas las etiquetas.
- Todos los accesorios están instalados/disponibles.
- Se han instalado los pasadores de trava para embarque/servicio en el sistema supresor de incendios (si tiene) al transportar la máquina.

En el lugar de entrega, con el cliente (propietario, operador).

- Explicar el Catálogo de Piezas.
- Explicar todos los rótulos de advertencia de la máquina.
- Mostrar ubicación de todos los números de serie en la máquina.

Lubricación y Conservación

- Explicar la Guía de Conservación.
- Indicar cómo se utiliza el cuadro de lubricación y conservación.
- Mostrar todos los puntos de lubricación de la máquina y accesorios.

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

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

Please see the attached Board of Commissioner's Memorandum with attachments.

2. FISCAL IMPACT:

An application fee for this has been received.

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

At the conclusion of the Public Hearing the following are the Boards options:

1. Based on the testimony today and the Planning Commission recommendation I approve the Goal 3 Exception that will allow development of a solar photovoltaic energy generation facility and associated equipment on land zoned Exclusive Farm Use, including changes to the Agricultural Lands Element and the creation of a new Exceptions Element, and direct Planning staff to bring the necessary adoption documents back for consideration.
2. Based on testimony today ... [or other considerations] ... I move to continue this hearing to ... [insert date, time and place specific].
3. Based on testimony today and the following findings ... [state necessary findings] ... I move to deny the applicant's request for a Goal 3 Exception.

Attach additional background documentation as needed.



PLANNING DEPARTMENT

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

MEMORANDUM

To: Morrow County Board of Commissioner's and Interested Parties
From: Carla McLane, Planning Director
Date: May 18, 2018
RE: AC-121-18
OE Solar 1/HARP Solar - Comprehensive Plan Amendment/Goal 3 Exception
Public Hearing, Enclosed Findings and Attachments

This memorandum provides notice and a summary of the upcoming Public Hearing scheduled for Wednesday, May 30, 2018, to start at 9:00 a.m. at the Bartholomew Building in Heppner, Oregon. The request is to amend the Morrow County Comprehensive Plan by taking a Goal 3 Exception to allow development of a solar photovoltaic energy generation facility and associated equipment on land zoned Exclusive Farm Use. The associated Conditional Use Permit CUP-N-331 has been approved by the Planning Commission.

Attached are the Planning Commission Final Findings of Fact, with attachments, that outlines the request submitted by the applicant. There are several attachments immediately following the Findings and vicinity map that include the draft Agricultural Lands Element, the developer and owner signed application pages, the applicant's Goal 3 Exception Request narrative, applicant provided supplemental Findings (which have been incorporated into the Planning Commission Final Findings of Fact), a letter from Max Woods with the Oregon Department of Energy, and the applicant PowerPoint presentation provided at the Planning Commission public hearing.

The action for the Board of Commissioners is to evaluate the Goal 3 Exception to determine if allowing a use allowed conditionally on agricultural land, effectively removing up to 99 acres from agricultural production, meets the requirements of the Agricultural Lands element of the Comprehensive Plan. The Planning Commission Final Findings of Fact evaluate this request against the substantive criteria and the draft language found in the Agricultural Lands Element reflect the Planning Commission's recommendation to the Board of Commissioner's to adopt.

It should be noted that comment in favor was received during the Public Hearing for this application from the participating land owner's farm manager and a neighboring farmer. There was no testimony either opposed or neutral.

There is one aspect of what would be included in the final adoption package, should the Board of Commissioner's accept the Planning Commission and staff recommendation, which is the balance of the adoption package which would become a part of the Comprehensive Plan and be incorporated into a new Exceptions Element that will become the place where the bulk of these types of decisions will be housed going forward.

Please do not hesitate to contact me should you have any questions at 541-922-4624 or by email at cmclane@co.morrow.or.us.



**Planning Commission Final Findings of Fact
COMPREHENSIVE PLAN AMENDMENT REQUEST
AC-121-18
ASSOCIATED WITH
CONDITIONAL USE REQUEST
CUP-N-331**

REQUEST: To effect a Goal 3 exception to allow development of a solar photovoltaic energy generation facility and associated equipment on land zoned Exclusive Farm Use.

APPLICANT: OE Solar 1, LLC
2003 Western Avenue, Suite 225
Seattle, Washington 98121

OWNER: Bill and Rena Marquardt LLC
67070 Marquardt Road
Lexington, Oregon 97839

PROPERTY DESCRIPTION: Tax Lot 3401 of Assessor's Map 1N 26

PROPERTY LOCATION: North of Lexington on Baseline Lane, between Lloyd Road and Juniper Canyon Road

I SUMMARY OF APPLICATION AND PROCESS: The applicant participated in a pre-application meeting with Planning staff and other affected agencies in mid-January 2018. This was followed by a variety of phone and email correspondence eventually culminating in the application that is subject to this action, Comprehensive Plan Amendment AC-121-18, and the associated Conditional Use Permit CUP-N-331. Applicant's request is to develop a solar photovoltaic energy generation facility and these Findings of Fact will evaluate the requested Goal 3 Exception.

The associated Conditional Use Permit CUP-N-331 provides the initial analysis under the Morrow County Zoning Ordinance Article 3 Section 3.010 Exclusive Farm Use K. Commercial Facilities for Generating Power (a)(1) and (2). The applicant does conclude, and staff concur, that the applicant does need to obtain an Exception to Goal 3 Agricultural Lands as the facility will impact more than 20 acres of arable land and may likely impact more than 12 acres of high value land.

II SUMMARY OF APPLICABLE CRITERIA: Substantive criteria are found in the Comprehensive Plan at Review and Revision. The Substantive Criteria are found below in **bold**, with responses in regular type.

Applicant's narrative submitted as a part of its Goal 3 exception request, dated March 1, 2018, is hereby incorporated by reference. Applicant also submitted at the hearing Supplemental Findings that are also incorporated by reference and are attached. Applicant's narrative provides additional findings as well as supplemental findings to support removal of up to 99 acres from Goal 3 protection for the Harp Solar Project. Applicant's narrative also includes additional state and local applicable review criteria and supplements the list of Applicable Criteria listed here.

MORROW COUNTY COMPREHENSIVE PLAN: CRITERIA. The following criteria must be considered before approval of an amendment to the Comprehensive Plan is given:

1. **Address the Criteria found in the Morrow County Zoning Ordinance Article 8 Amendments; and**
2. **Show how the request complies with the relevant statewide land use planning Goals. Include evidence of coordination and compliance with State agencies regarding the statewide planning Goals. (MC OR-1-2013)**

The Morrow County Zoning Ordinance criteria follow with the necessary analysis. The Oregon Department of Agriculture, Department of Environmental Quality, Department of Aviation, Department of Energy, Department of Fish and Wildlife and the Department of Land Conservation and Development are all noticed of this action and will receive both the Conditional Use Permit CUP-N-331 and these findings. These Findings of Fact will also be provided to the Department of Navy and the Oregon Military Department relative to their operations at the Boardman Bombing Range. Members of the Department of Fish and Wildlife participated in the pre-application meeting.

During that pre-application meeting Planning staff identified several of the Statewide Planning Goals and associated Morrow County policies that should be reviewed for this request. The applicant has included in their narrative discussion of Goal 9 Economics, Goal 11 Public Services and Goal 13 Energy. These other Goals must be considered as part of the Goal 3 exception and the allowance of an energy generation project that would preclude agricultural production on up to 99 acres of agricultural land.

To better understand the position of Morrow County please consider that in 2016 an update to Goal 9 Economics was adopted and included a section devoted to the Energy Sector, identifying policies in support of energy generation and movement of energy in and through Morrow County. This energy generation request fits the model of the types of energy development that was anticipated when updating the Economic Element of the Comprehensive Plan.

The final decision related to this request needs to balance removing agricultural land from production and converting the use of that land to energy production. Both the Planning Commission and the Board of Commissioners need to balance both the economic needs under the Morrow County Comprehensive Plan and the need for agricultural land to determine if a Goal 3 exception is warranted. The applicant's narrative addresses these factors under the legal framework for an Exception to a Statewide Planning Goal (see attached applicant narrative).

MORROW COUNTY ZONING ORDINANCE: SECTION 8.040. The proponent of the application or permit has the burden of proving justification for its approval. The more drastic the request or the greater the impact of the application or permit on the neighborhood, area, or county, the greater is the burden on the applicant. The following criteria shall be considered by the Planning Commission in preparing a recommendation and by the County Court in reaching their decision.

- A. **The local conditions have changed and would warrant a change in the zoning of the subject property(ies).**
No change in zoning is requested. The applicant has requested approval for a solar photovoltaic energy generation facility which is being reviewed as Conditional Use Permit CUP-N-331. A portion of this review and potential

approval is contingent upon impacts on either or both high value soils or arable soils. The Conditional Use Permit does review this requirement and determines that an Exception to Goal 3 is needed, hence these Findings of Fact and the included analysis.

B. The public services and facilities are sufficient to support a change in designation including, but not limited to, water availability relevant to both quantity and quality, waste and storm water management, other public services, and streets and roads.

- 1. Amendments to the zoning ordinance or zone changes which significantly affect a transportation facility shall assure that land uses are consistent with the function, capacity, and level of service of the facility identified in the Transportation System Plan. This shall be accomplished by one of the following:**
 - a. Limiting allowed land uses to be consistent with the planned function of the transportation facility or roadway;**
 - b. Amending the Transportation System Plan to ensure that existing, improved, or new transportation facilities are adequate to support the proposed land uses consistent with the requirement of the Transportation Planning Rule; or,**
 - c. Altering land use designations, densities, or design requirements to reduce demand for automobile travel to meet needs through other modes.**

No land use designations are changing nor are any transportation systems being affected at this time. The Conditional Use Permit CUP-N-331 does analyze transportation impacts and any needed development permits or review specific to the proposed solar photovoltaic energy generation facility would be evaluated and conditioned there. Planning staff would find these criteria not applicable or otherwise evaluated.

- 2. A plan or land use regulation amendment significantly affects a transportation facility if it:**
 - a. Changes the functional classification of an existing or planned transportation facility;**
 - b. Changes standards implementing a functional classification;**
 - c. Allows types or levels of land use that would result in levels of travel or access that are inconsistent with the functional classification of a transportation facility; or**
 - d. Would reduce the level of service of the facility below the minimal acceptable level identified in the Transportation System Plan. (MC-C-8-98)**

Please see the analysis just above. Planning staff would find that no changes would occur, based on the proposed development, to the current functional classification or level of service of the adjacent or area roads. Planning staff would find these criteria to be not applicable based on the proposed development and its associated impacts. Additionally these types of impacts are addressed as part of Conditional Use Permit CUP-N-331.

C. That the proposed amendment is consistent with unamended portions of the Comprehensive Plan and supports goals and policies of the Comprehensive Plan, that there is a public need for the proposal, and that the need will be best served by allowing the request. If other areas in the

county are designated for a use as requested in the application, then a showing of the necessity for introducing that use into an area not now so zoned and why the owners there should bear the burden, if any, of introducing that zone into their area.

The applicant's narrative generally addresses this criterion and Planning staff can find no fault in their analysis. Planning staff would find that this amendment would be consistent with the Comprehensive Plan and is compatible and does support recent work within the Economic Element concerning the Energy Sector. Additionally the State of Oregon has adopted a Renewable Portfolio Standard and development of solar photovoltaic energy generation facilities does fit within those standards. Other renewable energy development within Morrow County has been asked to limit the impacts from associated transmission lines and this applicant has identified a location that allows direct connection to the Energy Grid by allowing for connection within or immediately adjacent to the project footprint to the in place Bonneville Power Administration 115 kV transmission line that serves the Columbia Basin Electric Cooperative.

When considering other locations that a use like this could be established or other use zones that would better serve or suit the need, Planning staff caution against looking at land zoned for Port Industrial use. The Port Industrial use zone is reserved for large scale industrial uses with significant impacts. This proposed solar photovoltaic energy generation facility has limited impacts and can be sited within the Exclusive Farm Use zone via a conditional use permit without creating conflict. The Airport Light Industrial use zone does allow for solar energy development when certain standards are met; there is currently an application for a project on property so zoned which will consume much of that available land.

The applicant has also completed an analysis of the environmental, economic, social and energy consequences and found that they favor the Goal 3 exception. Planning staff can find no concerns with their analysis and would concur.

D. The request addresses issues concerned with public health and welfare, if any.

Planning staff have not identified any concerns with public health or welfare. The associated Conditional Use Permit CUP-N-331 addresses various environmental concerns related to the proposed project. Planning staff would find that any environmental impacts are better reviewed, and conditioned if necessary, within that context.

- III **DLCD 35 DAY NOTICE:** March 19, 2018
- IV **PROPERTY OWNER NOTICE:** April 4, 2018
- V **LEGAL NOTICE:** Heppner Gazette Times and East-Oregonian
April 4, 2018
- VI **AGENCIES NOTIFIED:** Linda Hayes-Gorman and Don Butcher, Department of Environmental Quality; Phil Stenbeck, Jon Jinnings and Tim Murphy, Department of Land Conservation and Development; Steve Cherry, Oregon Department of Fish and Wildlife; Max Woods, Oregon Department of Energy; Jeff Caines, Oregon Department of

Aviation; Roy Swafford, Oregon Military Department; Jim Johnson, Oregon Department of Agriculture; Kim Peacher, Department of the Navy; Janet Greenup, Morrow Soil and Water Conservation District; Mike Gorman, Morrow County Assessor's Office.

VII HEARING DATES:

Planning Commission
April 24, 2018
Morrow County Bartholomew Building
Heppner, Oregon

Board of Commissioners
May 30, 2018
Morrow County Bartholomew Building
Heppner, Oregon

IX RECOMMENDATION: The Planning Department recommends that the Planning Commission adopt the following Findings:

- ▶ The proposed solar photovoltaic energy generation facility by OE Solar 1, LLC, known as HARP, does require an exception to Goal 3 Agricultural Lands as it will impact over 20 acres of arable land and may impact over 12 acres of high value farm land.
- ▶ The Morrow County Comprehensive Plan Economic Element when updated in 2016 identified the Energy Sector and was written envisioning projects like this one and supports responsible renewable energy development that has limited impacts. The Energy Sector discussion ends as follows: "...and provide mechanisms to maintain and improve energy generation and movement in and through Morrow County." This application achieves that desire.
- ▶ Economic Element Goal 3 states, "To diversify local businesses, industries and commercial activities and to promote the economic growth and stability of the County." This activity creates a new energy facility which would achieve this stated Goal.
- ▶ Economic Element Policy 3A state, "To encourage local producers to new markets for local products and to seek out new products that are in demand in the market place and that can be produced locally." Clearly there is a market demand as well as state policy that supports this development. This is a new and emerging product in Morrow County and fits the vision around Policy 3A.
- ▶ Economic Element Goal 4 states, "To encourage the development of compatible land uses throughout the County and to protect areas suitable for industrial development from encroachment of incompatible land uses." This Economic Element goal can be interpreted to allow renewable energy development on land zoned Exclusive Farm Use where it is allowed conditionally when an applicant can meet the determined standards. The related Conditional Use Permit CUP-N-331 evaluates a variety of criteria and has determined that the application can be approved if an exception to Goal 3 Agricultural Lands is granted.
- ▶ Another interpretation of Economic Element Goal 4 would be that allowing this activity on land zoned for Exclusive Farm Use protects land zoned Port or General Industrial from uses that consume large amounts of acreage, but do not either create jobs or significant tax base. Placing the proposed solar photovoltaic energy generation facility on land zoned for Exclusive Farm Use preserved industrial land for higher density and impact uses.

The record offers exceptional reasons to warrant removal of up to 99 acres from Goal 3 protection for solar development. Section III of the Applicant's narrative provides the analysis for allowing the exception under both OAR 660-004-0022(1) and OAR 660-004-0022(3). In addition, the identified local comprehensive plan goals and policies (listed above) directly support the exception and provide strong support for encouraging renewable energy development in Morrow County. Neither Applicant nor planning staff relied heavily on Statewide Planning Goal 13 to support the exception; justification for the exception is based on the local comprehensive plan goals and policies that implement the Statewide Planning Goals related to economic development and responsible growth. There has been adequate consideration of alternative locations for the development and there is evidence in the record to demonstrate consistency with ORS 197.732(2)(c) as well as MCZO 8.040(C).

Based on these Findings the Planning Commission recommends that the Morrow County Comprehensive Plan Agricultural Lands Element is amended (see attached) to authorize a Goal 3 exception allowing the solar photovoltaic energy generation facility proposed by OE Solar 1, LLC, and known as HARP. Additionally the Planning Commission recommends establishing an Exceptions Element to capture this and future exceptions to the Comprehensive Plan and contain the necessary exceptions documents. The proposed Exceptions Element would contain the Planning Commission Final Findings of Fact, a map representing the area of the exception similar to the current vicinity map, the applicant or other project narrative concerned with the Goal 3 Agricultural Lands exception, and the Board of Commissioners adopting Ordinance and other documents deemed necessary at the time of final adoption.

The Morrow County Planning Commission recommends that the Morrow County Board of Commissioners adopt these Findings of Fact approving the Goal 3 Agricultural Lands element exception and thereby allowing development of the associated Conditional Use Permit CUP-N-331.



Jeff Werholz, Chair



Date

Attachments:

Vicinity Map

Morrow County Comprehensive Plan Agricultural Lands Element - DRAFT

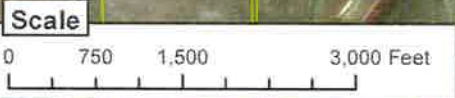
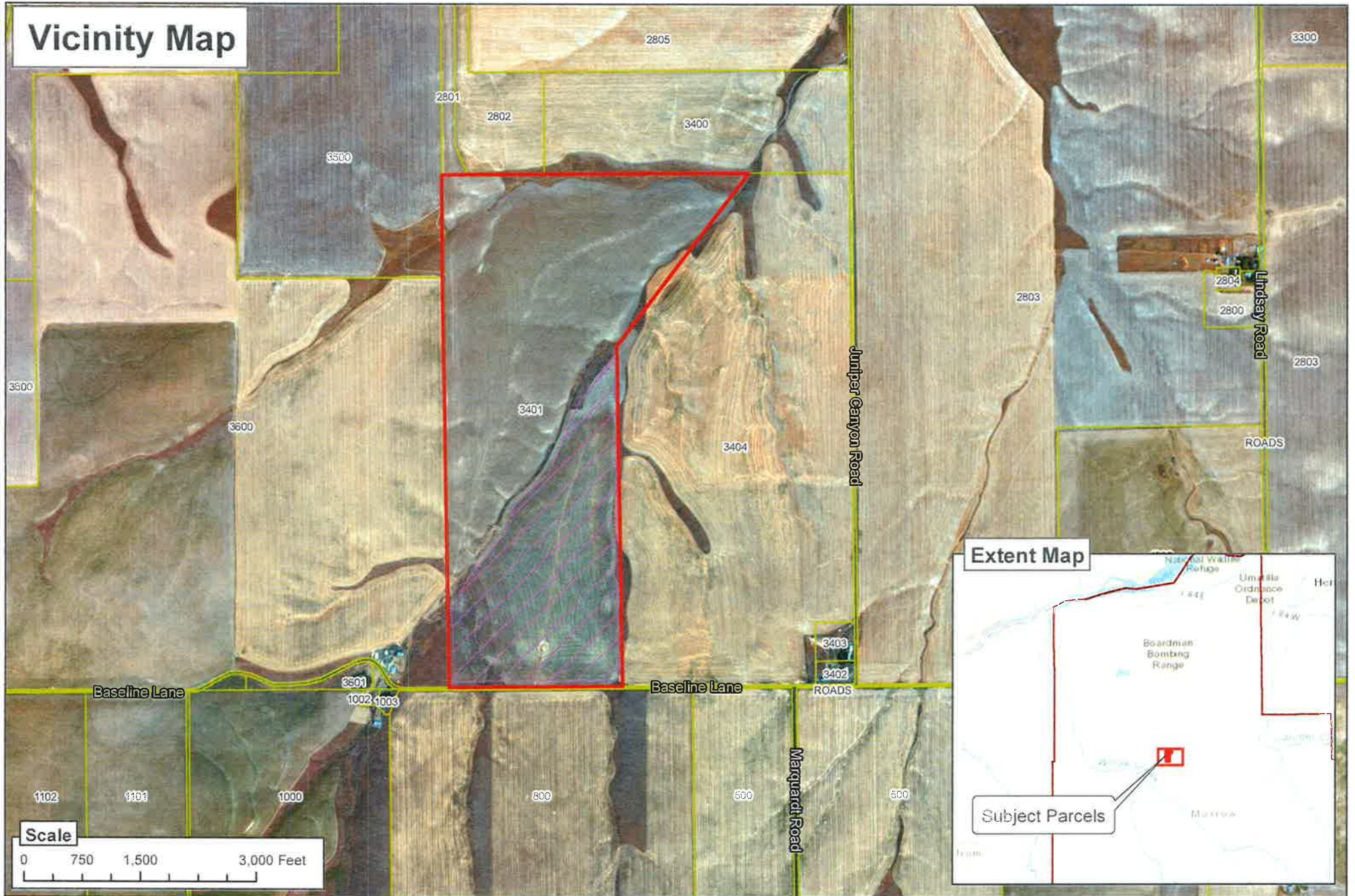
Plan Amendment Application and Applicant Narrative

Applicant - Supplemental Findings (these have been incorporated directly into the Findings)

April 20, 2018 Letter - Oregon Department of Energy

Applicant PowerPoint Presentation

Vicinity Map



CUP-N-331-18
AC-121-18
 1N 25E TL 3401

Legend

- Taxlots
- Subject Parcels
- Proposed Project Boundary Extent

Cartography By: Stephen Wrecsics
 Morrow County Planning Department
 Date Saved: 4/13/2018 8:06:58 AM

Coordinate System: NAD 1983 HARN StatePlane Oregon North FIPS 3601
 Projection: Lambert Conformal Conic
 Datum: North American 1983 HARN

AGRICULTURAL LANDS ELEMENT

DRAFT

Introduction

"Agricultural Lands" as set forth within the context of Statewide Planning Goal No. 3 are defined as land of predominately Class I, II, III, IV, V, and VI soils as identified in the Soil Capability Classification System of the United States Soil Conservation Service, and other lands which are suitable for farm use taking into consideration soil fertility, suitability for grazing, climatic conditions, existing and future availability of water for farm irrigation purposes, existing land use patterns, technological and energy inputs required, or accepted farming practices. Lands in other classes which are necessary to permit farm practices to be undertaken on adjacent or nearby lands, shall be included as agricultural land in any event.

Within the same context, "Farm Use" is defined in reference as set forth in ORS 215.203 and includes the non-farm uses authorized by ORS 215.283.

Morrow County agriculture contributes about \$72 million in annual income to the County and supports local food processing, transportation, trade, and service employment and payrolls. The County's agricultural sector has consistently ranked among the top ten Oregon counties in total agricultural productivity. As agriculturalists enter new crop markets and as continued irrigation and technological advancements are developed, the sector's importance to the County and state will be ensured.

Problems facing County agriculture include formation of water allocation policies between local, state, and inter-state interests, shortages in affordable labor supplies, increased costs of supplies, electricity, equipment, and transportation, development of new markets for County products and in some areas, increased land use pressures among competing interests (i.e., industrial, commercial, recreational, and agricultural). Proper planning, policy formulation, education, and coordination efforts may alleviate some of these problems in the future.

General Resource Description

The U.S. Census of Agriculture (1974) reported a total of 1,107,840 acres (84% of total County) as being classified in farm use. Although the reported number of farms in the County is shown to have decreased from the 1969 total of 347 to the 1974 total of 341 acres in farm use for the same time period increased substantially from 20,759 acres to 78,178 acres. For 1979, irrigated farm land is reported to total 90,000 acres.

The change in irrigated acreage is directly reflective of an increase in agricultural productivity in the County. Further, much of the increase in irrigated farm land often involved previously less intensively used lands, thus contributing significantly to the increase in value of production. The expansion in irrigation has been especially significant in Morrow County, and irrigated acreage increased by 185 percent during five years.

If irrigators are able to substitute Columbia River water or develop new surface impoundments, it is reasonable to assume that more land in Morrow County will come under irrigation in the future. Studies by Oregon State University indicate that irrigated acreage in the County could double by 2000 or earlier, if market demand, sprinkler technology, economics and water availability allow.

Even if irrigation does not advance much beyond present levels in Morrow County it is reasonable to project an increase in this area's share of Oregon's total agricultural production, due to the greater pressure on Willamette Valley farmland for conversion to other uses. It is likely that sufficient sources of water alternative to underground aquifer sources will be developed to sustain present levels, if not to expand.

Another fact of available data is presented by the number of irrigated farms. Essentially, the number of irrigated farms remained constant while the irrigated acreage increased tremendously, indicating irrigators are increasing either total holdings or total holdings under irrigation, or both. Clearly, most irrigated farms in the County are large, progressive capital intensive farms.

Many of the capital intensive irrigated farms are family or large corporations that seasonally employ a large number of workers. Several farms comprise over 10,000 irrigated acres and employ from 50 to 100 full time equivalent persons. Many other irrigated farms range from 1000 to 10,000 acres and may employ several family members and from 3 to 20 persons or more at peak seasons. Non-irrigated farms support lower levels of employment with perhaps a proprietor and a hired hand performing most of the year's work while students or other part time workers may be hired during harvest.

All in all, irrigation development has enabled Morrow County to become one of the largest potato producing counties in the nation and has provided the impetus for processing plant construction, increased cattle feeding (potato culls) and increased prosperity in local agri-business. Entrepreneurs that were attracted to the County by irrigation development and potato potential are now evaluating the feasibility of other crops such as mint, wine grapes, parsnips, carrots, rutabagas and with the addition of a hydro-cooler, sweet corn and cantaloupe. Within the livestock sector of the County's agriculture, cattle and calves receipts experienced the lowest rate of annual increase (7.4% average). This is probably due to low cattle prices in 1974, 75 and 76 and higher prices in the early 1970's.

Morrow County experienced the same trends as other Oregon Counties as beef inventories increased and sales decreased in 1973 and 1974. Even though many wheat farmers liquidated their beef cattle in 1975 and 76 when prices were below the cost of production, the number of cattle in Morrow County has increased substantially since 1969. The following inventory figures are from the Census of Agriculture for 1969 and 1974 and estimates prepared by Harold Kerr, the Morrow County Extension Agent, for subsequent years.

Head of Inventoried Cattle and Calves

<u>1969</u>	<u>1973</u>	<u>1974</u>	<u>1975</u>	<u>1976</u>	<u>1977</u>
27,473	35,000	38,258	38,000	41,000	43,500

The Table that follows shows 1976 and 1977 estimated gross income generated from the primary commodities produced in Morrow County. Total gross farm income fell to \$59 million in 1977 from well over \$64 million in 1976 and \$69 million in 1975 according to these estimates. However, overall change from 1970 to 1976 equaled a 465% increase (from \$11,438,000 to \$64,635,000). This huge increase in total sales accompanied the growth in irrigated crop land and a shift in cropping patterns. The severe drought during 1977 was in part responsible for that

decrease as dryland wheat yields were low and that receipts were about half the 1976 level. It should be noted that income from livestock sales were increased in all categories.

In 1970, potatoes comprised only 6.5% of total County receipts and in 1976 they accounted for 49.6%. At the same time, grain receipts, while increasing an average of 32% per year, fell as a share of total receipts from 55% in 1970 to 31.6% in 1976. Livestock receipts followed those of grain, dropping from 32.8% of 1970 receipts to 9.0% in 1976. Hay and silage receipts increased \$5,037,000 or about 200% per year, growing from 3.1% of total receipts in 1970 to 8.3% in 1976.

Grass and legume seeds fluctuated through the 1970's and none were marketed in 1976. Vegetable crop receipts increased from \$35,000 in 1970 to \$617,000 in 1976 (about 240% annually) and grew from 0.3% of total agricultural receipts to 1.0%. Though vegetables are a very small share of total County crops, growers have increased production tremendously. Specialty crops receipts experienced a marked increase (from \$54,000 to \$224,000) but fell as a share of total receipts (from 0.5% to 0.3%).

Gross farm sales for 1979 in Morrow County were estimated to be \$72,145,000, reports Harold Kerr, Morrow County Extension Agent. This compares to \$72,531,000 in 1978, a decline of less than 1%. Such is shown in a table that follows.

Wheat was the number one crop with total sales of \$34,170,000, up 19.8% from 1978. The large increase was due to an increase of 14,000 acres of irrigated wheat. Overall yields increased slightly. Wheat was produced on 212,000 acres in Morrow County.

Potatoes declined almost 7 million dollars to \$17,710,000. The 39% reduction from \$29,262,000 in 1978 was due to 7,000 less acres; a 10% loss in yield and a 6% lower price.

Other crops total sales were \$10,356,000 up 28% from last year. Crops included in this total are barley, corn, alfalfa, beans, peas, watermelons, mint and others. Livestock sales improved 14% to total \$9,909,000. Beef cattle accounted for the majority of this amount with sales in 1979 of \$7,871,000.

The figures are prepared by O.S.U. Economist Stan Miles in cooperation with the Morrow County Extension Service Staff. Readers are reminded that gross sales are not reflective of agricultural income since there is a wide variety of cost involved to produce the various crops. Most of the increases or decreases are due to fluctuations in acreage and actual sales per acre have not kept pace with inflation.

Table 11
1978 Reported and 1979 Estimated Gross Farm Income
Morrow County

Agricultural Commodity	1978 Acres Harvested	1978 Gross Sales	1979 Acres Harvested	1979 Gross Sales
Wheat	204,000	\$27,389,000	212,000	\$34,170,000
Potatoes	27,350	29,262,000	20,150	17,710,000
Forage Crops	26,200	4,378,000	18,900	5,240,000

Feed Grains	9,050	706,000	8,000	949,000
All Other Crops	3,475	2,353,000	5,695	4,167,000
TOTAL CROPS	271,075	\$64,088,000	264,745	\$62,236,000

Beef Cattle		\$ 7,073,000		\$ 7,871,000
Sheep & Wool		703,000		1,512,000
Dairy		510,000		386,000
Swine		82,000		65,000
Misc. Livestock		75,000		75,000
TOTAL LIVESTOCK		\$ 8,443,000		\$ 9,909,000

TOTAL GROSS FARM SALES		\$72,531,000		\$72,145,000
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prepared by: Harold E. Kerr, Morrow County Extension Agent; John P. Nordheim, Morrow County Extension Agent; Darrell C. Maxwell, Area Extension Agent; and Stan Miles, Extension Economist, Agricultural Economics, OSU, Corvallis, Oregon

In addition to the irrigated farm lands described hereinbefore, there are approximately 560,000 acres of rangeland in Morrow County. The rangeland conditions vary from excellent to poor with the majority in above average condition.

The balance of the farm land total acreage of the County is predominately classified as dryland crop land (380,000 acres) of which a large portion is the primary basis for the important cereal grain industry.

Farm Residential-FR-40 Area

Morrow County Agricultural Plan policy 20 (as amended) requires that the SF-40 zone be "applied only to areas having an existing overall ownership pattern of less than 80 acres." This is to protect the existing resource value of these areas by maintaining the existing lot sizes. The area currently zoned SF-40 meet the requirement of policy 20. A review of ownerships in this area shows that the average ownership size is 34 acres. With a 40 acre minimum parcel size, only two 80-acre parcels can be further partitioned (see Exception Map-West Boardman area).

Review of Land Division below 160 acres

The purpose of this section is to explain County requirements for creating farm parcels below 160 acres and siting a farm dwelling on parcels below 160 acres in size. This also provides the rationale for having flexibility in the review of land divisions below a fixed minimum lot size (160 acres) and still maintain Goal 3 requirements. Based on the results of a parcel size study for Umatilla County and finding similar geographic agricultural areas and farming practices in Morrow County, special conditions exist in both counties that have permitted commercial

agricultural operations on a more intensive basis (on smaller parcels). Usually, water availability and special soil conditions, like those situations that could be found within irrigation districts or along river and creek drainages, permitted specialty crops and crop rotation patterns on smaller acreage.

To determine if a parcel or dwelling would be appropriate to continue the existing commercial agricultural enterprises within an area, the County will inventory commercial farm parcels within a two mile radius of the proposed land division or parcel requesting the dwelling. Soils, crops and land use pattern in the area will be factored into this area review. Therefore, if the proposed land division or farm dwelling request is located within a drainage-way, then only those areas having the similar soils and crops will be included in the inventory. Areas outside these similar type areas (outside the drainage-way on bench land) will not be included in the inventory. A review of farm parcels within two miles of a proposed land division or farm dwelling request would include an area sometime as large as 16 square miles. This certainly would capture the typical agricultural activities occurring in the area as required by OAR 660-05-015(6). The logical standard to measure appropriateness of whether a proposed division or dwelling would be appropriate to continue the existing agricultural enterprises in the area would be that the median size of commercial farm parcels in the area had to be as large or larger than the parcels proposed or existing parcel requesting the dwelling. Of course all non-farm parcels and parcels less than 20 acres are considered non-farm and will not be counted as part of the parcel review.

Another standard used by Morrow County to determine if a parcel or dwelling would be appropriate to continue the existing commercial agricultural enterprises within an area is the availability of water for irrigation. Inventory information document the fact that farm parcels below 160 acres are usually found in areas having water available for irrigation. Areas meeting both the parcelization review standard described above and having water available for commercial irrigation are generally found within the West Extension Irrigation District located in northern Morrow County and in the flood plains and foothills along Willow Creek, Rhea Creek, Butter Creek and some of their tributaries. Applying both the parcelization and water availability standard will limit land divisions and dwelling proposal to only those areas found to be appropriate for the continuation of existing commercial agriculture.

One other standard used by the County to assure compliance with Goal 3 address management suitability of the proposed parcel. This standard requires a finding that the resulting parcels must be a size and shape that is suitable for the continuation of the present agricultural enterprises considering farm management efficiency. In addition, land use proposals that: result in appreciably increased per acre management cost of appreciably reduced yields or management efficiency; or materially alter the stability of the overall land use pattern in the area will not be approved.

Findings, Problems and Potentials of the Agriculture Sector

Perhaps the greatest challenge facing Morrow County farmers is the securement of adequate water supplies. Irrigators now depend on wells and the Umatilla and Columbia River either as individuals, or as a part of an irrigation district. Adequate water supplies are, however, vital to the entire agricultural sector.

Part of Northern Morrow County lies within a critical groundwater area according to the Oregon Water Resources Department. Consequently, the State Engineer has not accepted any new applications for appropriation of groundwater from deep basalt aquifers since June 3, 1965 and

has not issued permits for the use of shallow basalt wells since April 26, 1971 for irrigation purposes. The Department is now in the process of developing new recommendations and policies regarding construction of new wells and regulation of existing wells.

Local irrigators, agricultural agency personnel and local government officials should be actively involved in groundwater policy formulations, for groundwater regulations may not only impact affected irrigators, but could cause repercussions throughout the economy as other industries are affected and as secondary sectors are impacted.

The West Extension Irrigation District serves approximately 575 Morrow County landowners and 150 Umatilla County farms in the Irrigon-Boardman-Umatilla area. The district provides water for 8,708 acres in Morrow County from two diversion points in the Umatilla River. One diversion dam is located three miles up river from the City of Umatilla and the second take out is located in the mouth of the Umatilla where John Day Dam backwater is utilized. The West Extension District was a 1916 Bureau of Reclamation project and is therefore, subject to the 160 acre per owner limitation. The district's water sources are generally adequate to meet present demand and no major expansion or renovation is planned at this time.

Farmers along Butter and Willow Creeks have utilized stream water since the land was homesteaded. Though stream flows are inadequate to meet all landowners needs, they are still an important water source. Many Butter Creek landowners envision supplementing the Butter Creek flow with water diverted from Camas Creek near Ukiah. Consequently the Snipe Creek irrigation project, proposed in 1976, is being re-evaluated. Much work remains to be done on the project, but there is strong support and if farmers, the County and involved agencies can pull loose ends together, it should provide a valuable resource to Morrow County and its agriculturalists.

The Stanfield Westland irrigation project is another plan for possible utilization of Columbia River water. This project did not receive enough support in its original form to go ahead with development in 1978. However, a project of smaller scale is still being discussed. This district would serve low elevation farms in the Boardman area and, where water levels in irrigation wells have dropped in recent years (primarily in the Ordinance area), would provide a viable water source to producers.

The 208 water quality laws which are part of the Federal Water Pollution Control Act Amendments of 1972 and are now being administered by the Environmental Protection Agency, provide another influence on water use and conservation in Morrow County. On a State basis, the program is administered by the State Soil & Water Conservation Commission, and Morrow County has an active 208 Water Quality Committee.

All in all, water is the backbone to Morrow County's recently developed intensive irrigated crop production. As the highly productive land in California and the Willamette Valley experiences increased pressure for other uses, Central and Eastern Oregon's irrigable land will realize an increasing share of Oregon and U.S. agricultural production. Thus, farmers, Morrow County officials and local and state agencies should press for a comprehensive interstate policy for utilization of the Columbia River.

Concurrent with this need is the associated need for a regional power policy. Relatively cheap hydro-electricity has been a cornerstone for irrigation development in northern Morrow County, as it has been for industrial development in other parts of the Northwest. Any move to equalize

power costs throughout the nation would cause power rates in Morrow County to increase to a prohibitive level for irrigators, considering present crop prices and market conditions. Morrow County irrigators should work closely with State and Federal representatives from the Northwest to ensure adequate input at the Federal level as these issues are debated and decisions are made.

More efficient irrigation methods, such as drip irrigation, use of small megawattage hydro generators and application of fossil or nuclear fueled power plant reservoirs to agricultural uses may offer alternatives for handling water and power supply problems in the future. Technological advancements in solar and wind power generation may render these resources economically feasible.

Many of the entrepreneurs that were responsible for the recent irrigation development and associated potato and alfalfa processing plant construction are now evaluating the feasibility of growing other crops and entering new markets. Growers are researching and testing such crops as wine grapes, carrots, rutabegas, parsnips and mint. If a hydro-cooling facility were constructed, producers could enter the sweet corn and cantaloupe markets.

With piggy-back railroad transportation, growers in the County would better compete with California vegetable producers in Chicago and New York markets. Some growers and manufacturers have formed nonprofit organizations to pool resources and utilize truck trailers. In addition to the cost benefits realized by agriculturalists and manufacturers, the railroads are not required to make heavy capital investment in climate controlled freight cars since trailers are purchased by individuals and leased to the marketing organization.

Morrow County's geographic location, and specifically Boardman's location, provides it with some unique transportation advantages. Boardman is located at the junction of main east-west railroad lines and a major waterway, the Columbia River. This is the closest major transfer point for north and midwest producers shipping produce west by rail for eventual Orient markets, to take advantage of generally cheaper water transport. Dock facilities exist at the Port of Morrow and there is certainly potential for additional development.

Another transportation issue affects all farm producers. That is the PUC licensing regulations. Farmers may now obtain two types of special license plates that enable them to utilize truck and truck trailer rigs more efficiently.

Morrow County also has many of the attributes necessary to support a strong dairy industry. Locally grown alfalfa and feed grain could be utilized within the County instead of being shipped to other areas. The County is located within marketing distance of Portland, Tri-Cities and the Pendleton-Walla Walla areas. With increasing urban pressures on Willamette Valley dairies, and increased population throughout the State, the County could realize a large share of the State's dairy production. One constraint, however, that may indirectly limit dairy development in parts of northern Morrow County is the critical groundwater designation. Since no wells can be drilled in the designated area, and since most existing wells have limits on annual water usage, farmers may not be able to obtain adequate water to meet the needs of dairying.

Two of the strongest influences on the Morrow County economy are foreign trade and domestic agricultural policies. Farm products are such an integral part of United States production and exports that they are continually used as a foreign policy tool and may not be marketed to the

producer's advantage. Marketing specialists and producers must remain abreast of economic conditions in foreign countries, currency values and the political climate among nations.

One final subject that should be dealt with is taxes and other government regulations. Inflation, rising land prices (while commodity prices have remained low) and the Oregon Property Tax System have combined to raise havoc with farm land owners and their balance of payments. The farm land deferral program has helped to ease the squeeze and it must be maintained for lack of more equitable tax system reforms. Without such a farm tax deferral program, landowners (especially marginal producers) are encouraged to take land out of production in favor of the higher returns associated with other uses that may be incompatible with neighboring agricultural enterprises.

Government regulations also increase production and labor costs to farmers as they do other businesses. Unemployment and industrial accident insurance programs and health and safety regulations should be closely analyzed when applied to farm workers who are most often seasonal, and part time employees. The benefits of such labor, health, conservation and environmental programs and regulations must be balanced with their effect on farmers and their ability to absorb or recoup these costs.

Agricultural Lands Exceptions

This portion of the Agricultural Lands Element will contain a summary of Exceptions approved to the Agricultural Lands Element, with the bulk of the Exception documentation included in the Exceptions Element.

HARP Solar Energy Facility: In early 2018 OE Solar 1, LLC, made application to site a solar photovoltaic energy generation facility on land zoned for Exclusive Farm Use under Conditional Use Permit provisions within the Morrow County Zoning Ordinance. The evaluation includes a requirement for a Goal 3 Agricultural Lands exception when more than 12 acres of high value farmland or 20 acres of arable farm land is impacted by the proposed development. For this facility it would trigger the 20 acre arable land threshold and would most likely trigger the 12 acre high value threshold. For that reason the applicant submitted a concurrent request for an exception to the Morrow County Comprehensive Plan Agricultural Lands Element.

The Planning Commission held a Public Hearing on April 24, 2018, and made Findings of Fact based on the application and staff review that the exception to Goal 3 was warranted. Upon the Planning Commission recommendation the Board of Commissioners at a Public Hearing held on May 30, 2018, concurred and approved the Goal 3 Agricultural Lands exception based on the following findings:

- ▶ The proposed solar photovoltaic energy generation facility by OE Solar 1, LLC, known as HARP, does require an exception to Goal 3 Agricultural Lands as it will impact over 20 acres of arable land and may impact over 12 acres of high value farm land.
- ▶ The Morrow County Comprehensive Plan Economic Element when updated in 2016 identified the Energy Sector and was written envisioning projects like this one and supports responsible renewable energy development that has limited impacts. The Energy Sector discussion ends as follows: "...and provide mechanisms to maintain and improve energy generation and movement in and through Morrow County." This application achieves that desire.

- ▶ Economic Element Goal 3 states, "To diversify local businesses, industries and commercial activities and to promote the economic growth and stability of the County." This activity creates a new energy facility which would achieve this stated Goal.
- ▶ Economic Element Policy 3A state, "To encourage local producers to new markets for local products and to seek out new products that are in demand in the market place and that can be produced locally." Clearly there is a market demand as well as state policy that supports this development. This is a new and emerging product in Morrow County and fits the vision around Policy 3A.
- ▶ Economic Element Goal 4 states, "To encourage the development of compatible land uses throughout the County and to protect areas suitable for industrial development from encroachment of incompatible land uses." This Economic Element goal can be interpreted to allow renewable energy development on land zoned Exclusive Farm Use where it is allowed conditionally when an applicant can meet the determined standards. The related Conditional Use Permit CUP-N-331 evaluates a variety of criteria and has determined that the application can be approved if an exception to Goal 3 Agricultural Lands is granted.
- ▶ Another interpretation of Economic Element Goal 4 would be that allowing this activity on land zoned for Exclusive Farm Use protects land zoned Port or General Industrial from uses that consume large amounts of acreage, but do not either create jobs or significant tax base. Placing the proposed solar photovoltaic energy generation facility on land zoned for Exclusive Farm Use preserved industrial land for higher density and impact uses.

Findings - General

1. Open lands used for agricultural purposes are an efficient means of conserving natural resources that constitute important physical, social, aesthetic, and economic assets to all of the people living in rural, suburban and urban areas of the County.
2. The preservation of a maximum amount of the present supply of agricultural land is necessary to the conservation of the County's economic resource base, and the preservation of such land in large blocks is necessary in maintaining the economy of the County.
3. Expansion of urban and suburban development and non-farm rural residential subdivisions into the rural areas of the County outside the Urban Growth Boundaries of the Cities is a matter of public concern because of unnecessary increases in costs of public and community services including police, fire, education, transportation, health and welfare; conflicts between agricultural and non-agricultural activities; increasing costs and liabilities to agriculture; loss of open space, natural beauty and nonrenewable resources; detrimental effects on wildlife habitats and migration patterns; increased fire hazards, limits to carrying capacities of air, water and land resources; and conflicts with the conservation of energy.
4. Although existing agricultural land policies set forth in applicable State Planning Goals and Statutes are substantial in scope and afford considerable protection for intensive crop land agricultural practices, such is determined not adequate to insure the desired and necessary preservation and protection of the large-scale cereal grain and range livestock operations and base resources common and important to the County. The full

recognition is that the mere preservation of "all" irrigated lands in the area "will not" preserve the "total" agricultural economy.

5. As set forth by Oregon Revised Statutes, Chapter 215.253, the application of Exclusive Farm Use Zoning pursuant to ORS 215.203 prohibits any state agency, city, county or political subdivision of the state from exercising any powers to enact local laws or ordinances or impose restrictions or regulations within said EFU Zones in a manner that would unreasonably restrict or regulate accepted farming practices because of noise, dust, odor or other materials carried in the air or other conditions arising therefrom if such conditions do not extend beyond the boundaries of the established EFU Zone.
6. Obviously, Morrow County ranks high in agricultural production among Oregon counties. Thereof, based on Extension Service data showing the ten top agricultural counties to gross farm sales in recent years, Morrow County ranked 9th in 1972-74 but moved to 4th in 1975 and 1976, when irrigated crop land in the Northern End came into production. Estimates for 1977 indicated the County dropped to 6th, probably due to severe drought conditions and resulting drop in dryland wheat production.
7. Agriculture is the mainstay of the Morrow County economy, producing \$60 to \$90 million in direct income annually, and supporting local food processing, transport, construction, trade, service and government employment.
8. Morrow County has become increasingly important to the agricultural economy of Oregon during recent years, accounting for 2.25 percent of the State's farm marketings in 1971 and 6.25 percent in 1976.
9. Largely responsible for this increase in share of state farm income has been the recent expansion onto previously under or unused land of potato, alfalfa and grain production, made possible by private investment in sprinkler irrigation technology relying in part on deep well groundwater sources.
10. The State Water Resources Board has identified critical groundwater areas in the northeastern portion of the County and imposed restrictions on pumping for irrigation in those areas.
11. Surface water from new impoundments and the Columbia River will be required both to maintain present levels of agricultural productivity and to bring more presently under or unused land into production.
12. County residents need to ensure that any shutdown of existing wells will be based on accurate data obtained from continuous, non-seasonal monitoring of individual wells from the dates meters were installed until the present time. Evaluation of this data must involve a constant, logical process with enough flexibility to allow for any recent changes of special conditions. The records maintained by the state should be open for public review and inspection.
13. Fluctuations in domestic and international demand for locally produced commodities and chronically depressed grain and beef prices argue for further diversification where economically feasible.

14. A variety of high value per acre crops not currently grown in the County could be successfully produced here if processing facilities were locally available and markets were developed.
15. Expansion of irrigated acres has increased the potential for dairying and beef feeding operations in the County.
16. Existing zoning of some large tracts in the North End for residential or commercial uses could interfere with future cost-effective rational agricultural development and with current farm practices such as chemical spraying and operation of machinery at night.
17. Capital intensive agriculture requires adequate transportation and storage facilities, housing for temporary workers and reliable sources of power, water, supplies, and machinery parts.
18. Although presently used for grazing, the potentially higher productive land tied up in the U.S. Navy Bombing Range could be detrimental to further agricultural, industrial and energy developments in Morrow County.
19. Northern Morrow County's irrigated agricultural economy depends on the continued availability of relatively less expensive hydro-electric power.
20. The existing acreage of low condition range results in poorer quality forage, lower production, imbalance in year-round forage availability, reduced feed and cover for wildlife, and increased erosion hazard. Range condition can be improved through use of range management practices such as fencing, water developments, salt distribution, deferred grazing, proper grazing use, rotation grazing systems, and proper stocking.
21. Private landholders suffer financial losses in the public interest because wild game species forage freely and without limits on their farm and rangelands.
22. Because of the great disparity in farm size in Morrow County, median size is a meaningful measure by which to judge ownership size patterns. Median refers to the dividing point between two equal parts. In Morrow County the median farm size in 1974 for irrigated and dryland farms was 148 acres. In the same year the average farm size was 1380 acres.

County	Median Size (1978)	Average Size (1974)
Morrow	148 (1974)	1380
Grant	874	3999
Malheur	151	1122
Umatilla	99	1144
Union	184	727
Wallowa	354	1828

23. The 160 acre size in the EFU zone is appropriate because it closely conforms to the Median Size shown previously. In addition it is the average size for the circle type irrigation system prevalent in much of the Agricultural land. One circle, which encompasses 160 acres is adequate for farming and each circle can be farmed independently of the others.
24. Average farm size in Morrow County is not a meaningful standard by which to measure future divisions of agricultural lands because ownerships for smaller than 1380 acres contribute to the local agricultural economy in a substantial way and help maintain agricultural processors and farm markets.
25. The overwhelming majority of farms in our County are family farms. The one hundred sixty acre standard allows future generations of young people the chance to own and operate a family farm. Larger minimums escalate the purchase price and decrease the purchasing ability of young farmers and ranchers.
26. One hundred sixty acres will stay in production because they are too large and too expensive to affordably remain idle.

Objectives

1. To maintain a viable agricultural base, preserve agricultural lands for agriculture, and to protect agriculture as a commercial enterprise.
2. To conserve natural resources constituting important physical, social, aesthetic and economic assets through the development and adoption of realistic land use and development policies intended to achieve an economic-environmental balance, minimize public costs, and maximize energy conservation.
3. To minimize and actually prevent conflict between farm and non-farm uses and resultant increased economical costs to the agricultural sector.
4. To provide maximum opportunity for optimum management and operational practices, and provide adequately efficient supportive resources and services.

Agricultural Policies

1. It shall be the policy of Morrow County, Oregon, to preserve agricultural lands, to protect agriculture as its main economic enterprise, to balance economic and environmental considerations, to limit non-compatible nonagricultural development, and to maintain a high level of livability in the County.
2. It shall be the policy of Morrow County to concentrate the major portion of the County's population growth within the Urban Growth Boundary (UGB) of the Cities of the County. Development outside the UGB will be permitted only where conflicts with productive agricultural areas are minimal and only when in compliance with the factors set forth in ORS 215.213 and the Comprehensive Plan. Subdivision development in rural areas shall be directed to nonproductive agricultural land.

3. In order to afford maximum economical and regulatory incentives for agriculture, Exclusive Farm Use (EFU) Zoning pursuant to ORS Chapters 215.000 and 215.213 shall be applied to agricultural lands of the County.
4. It shall be the policy of the County to develop and implement comprehensive and definitive criteria for the evaluation of all non-farm developments to ensure that all objectives and policies set forth herein are complied with to the maximum level possible.
5. Rangelands shall be preserved and maintained for rangeland uses compatible with multiple resource management. These lands shall be inventoried and preserved by adopting exclusive farm use zones, i.e., EFU.
6. The needs of the farm community should be considered in evaluating County policies and future development projects in other sectors of the economy.
7. The County shall encourage conservation of agricultural lands through utilization of best management practices, and agricultural productivity shall be encouraged in the County, especially in light of continuing conversion of Western Oregon farmland to other uses.
8. In order to protect the agricultural capital investment of local companies and resident individuals, County government should promote the preservation of access to cheap, reliable power and adequate water supplies through participation in the ongoing Bonneville River Compact resource allocation process.
9. The County should work with state officials and irrigators in formulating water resource allocation policy both between Oregon irrigators and in-stream users and among the four Columbia drainage basin states for all uses.
10. The County should support proposed energy generating projects offering to release water from their reservoirs for irrigation purposes and proposed new irrigation projects, such as the Snipe Creek project, that could cost-effectively provide Morrow County farmers with surface water.
11. Morrow County should continue to encourage, as part of cooperative range management, programs among Fish and Wildlife, SCS, Extension Service, private and public landowners, and other state and federal land and wildlife management agencies, development of overall systems of forage allocation among control, forage-planting practices most likely to maintain and enhance the range-fed livestock industry, and programs and management practices which conserve soil and related resources and minimize soil erosion.
12. The County should promote cooperation among the Forest Service, Oregon Department of Fish and Wildlife and local landowners, rancher's associations and hunters to determine the extent of damage, to reach agreement on permissible animal numbers and forage allocation plan and controlled hunts where needed.
13. Morrow County, together with agricultural groups, should actively encourage Oregon's congressional representatives to oppose the recent GAO study urging equalization of BPA power rates with national electrical costs.

14. The County should encourage continuation and expansion of present research efforts, both in the private and public sectors, to develop new varieties of crops suited to this area, and should support programs designed to build overseas and domestic markets for all products.
15. The County and Port of Morrow should encourage private investor efforts to finance a local vegetable processing plant, which would allow more crops to be grown and processed in the County.
16. The County should cooperate with investors, local development associations, financial institutions, irrigators and stockmen to interest dairymen in Morrow County, which is well within the Portland metropolitan milkshed.
17. The County, Port, regional and state agencies should work with private citizens to secure utilization of the Navy's north Morrow tract, so that when market conditions permit, the land may be developed for more intensive agriculture, or other compatible and/or complementary uses including industrial and energy purposes.
18. It shall be the policy of Morrow County that all farm divisions on EFU land shall be appropriate for the continuation of the existing commercial agricultural enterprise within the area.
19. Where lands are designated by the Plan as Agricultural and where parcels contain 160 acres or greater shall be presumed to be commercial agricultural entities.
20. Lands designated by the Plan as Small Farm and zoned (SF-40) shall be applied only to areas having an existing overall ownership pattern of less than 80 acres.
21. Policy 21 Review by Planning Commission; Findings; Burden of Proof

All partitions and subdivisions of land zoned for exclusive farm use will be reviewed by the Planning Commission to assure compliance with the policies of the Morrow County Comprehensive Plan and standards of the zoning and subdivision ordinance. The Planning Commission will prepare written findings of fact and legal conclusions based on the findings of fact as the basis for each approval or denial of an application for a partition or subdivision. The failure of an applicant to submit relevant information addressing one or more of the applicable criteria will bar the Planning Commission from approving the application. The County may supply such relevant information but is not obliged to do so.

22. For any farm division creating parcels between 160 and 40 acres in the EFU zone and intended to be a commercial agricultural operation, each parcel shall be found to be typical of the existing commercial agricultural operations in the area.

The following factors shall be addressed in the development of the required findings:

- A. Each parcel resulting from the proposed division is as large or larger than the median size of commercial farms within a 2 mile radius of the subject property relative to similar soil types, crops and land use pattern in the area.
- (aa) If the inventory line includes only a portion of a commercial farm operation, the entire farm shall be included in the inventory.

- (bb) Non-farm parcels and all parcels less than 20 acres will not be used in the inventory of commercial farms.
- (cc) Farm operations which do not meet the commercial test under subsection (C) below shall be excluded from the inventory of commercial farms.
- B. Any proposed parcel between 160 acres and 40 acres shall have useable water rights and water availability of adequate quantity to ensure the operation of irrigated farming techniques at commercial levels.
- C. The proposed parcels must be of a size and shape that is efficient for the use of farm machinery including: cultivating; harvesting and spraying equipment. If the proposed division would probably result in appreciably increased per acre management cost of appreciably reduced yields or management efficiency on new lots, the application shall be denied. If the proposed division would materially alter the stability of the overall land use pattern of the area the application shall be denied.

For the purposes of this policy, a commercial farm operation is one which meets one or more of the following standards:

- (1) Gross farm income is greater than or equal to \$10,000.
- (2) The farm requires the labor of at least one head of household for 20 hours or more per week averaged on an annual basis.
- (3) Gross farm income is equal to 1/3 or more of the total family income.

- 23. Single-family residential dwellings, not provided in conjunction with farm use, may be established, subject to a conditional use in any area zoned for exclusive farm use upon a finding that each such proposed dwelling:
 - A. Is compatible with farm uses described in ORS 215.203(2) and is consistent with the intent and purposes set forth in ORS 215.243;
 - B. Does not interfere seriously with accepted farming practices, as defined in ORS 215.203(2)(c), on adjacent lands devoted to farm use;
 - C. Does not materially alter the stability of the overall land use pattern of the area;
 - D. Is situated upon generally unsuitable land for the production of farm crops and livestock, considering the terrain, adverse soil or land conditions, drainage and flooding, vegetation, location and size of the tract; and
 - E. Complies with such other conditions as the governing body of the County considers necessary.
- 24. No planned unit developments or subdivisions creating non-farm lots shall be allowed on land qualified for exclusive farm use zoning unless an exception is taken to the applicable resource goal under the Statewide Planning Goals. Any such development that creates new urban development on rural land an exception to Statewide Goals 11 and 14 shall be required under OAR 660, Division 14.
- 25. All land divisions in the EFU and SF-40 zone shall comply with ORS 215.243 and ORS 215.263.
- 26. All homestead partitions shall be reviewed against the criteria for non-farm dwellings in ORS 215.283(3).



**PRE-APPLICATION GUIDELINES
ZONE CHANGE AND PLAN AMENDMENT REQUESTS**

To assist in applying for a Zone Change or Comprehensive Plan Amendment, please answer the following questions and return to the Planning Department. After Planning staff have reviewed the information, a staff member will contact you to set up a pre-application meeting. Although the pre-application meeting does not require a fee, one will be due when you submit a final application.

A review is necessary because the information required by the State Administrative Rules and the Morrow County Zoning Ordinance vary depending on the specific piece of land, the existing and proposed zoning, and the existing and proposed land uses. By reviewing these questions, planning staff can identify the components required for a complete application.

Rezoning land in rural, unincorporated Oregon is not a simple process. To prepare the final application you probably will need to retain the services of a professional land-use planner and/or land-use attorney. This information is shared not to discourage you from applying, but to give you a realistic assessment of the time and expense that may be involved.

The three primary documents the Planning Commission will follow in reviewing your application are the Review and Revision of the Comprehensive Plan, Article 8 of the Morrow County Zoning Ordinance (Article 8) and Oregon Administrative Rules Chapter 660, Division 4 (OAR 660 Division 4). Article 8 describes, in general, the process and the minimum standards for approving a zone change. Please note that it is the applicant's responsibility to provide the information necessary to justify a zone change or plan amendment. OAR 660 Division 4 includes a description of the exception process, which is required for nearly all zone changes affecting land not within an urban growth boundary. The specific sections of OAR Chapter 660 that apply to your application will be identified by staff at the time of your pre-application meeting. Article 8 can be found and copied from the Morrow County web site under the Planning Department link. OAR Chapter 660 Division 4 can be found at the following website: <http://arcweb.sos.state.or.us/banners/rules.htm>

At the time of your pre-application meeting, staff will review with you in more detail the applicable components of Article 8 and OAR Chapter 660 and answer your questions about each.

Applicant:
Name(s) OE Solar 1, LLC, a wholly owned subsidiary of OneEnergy, Inc., c/o Blake Bjornson

Address 2003 Western Ave, Suite 225, Seattle, WA 98121

Phone 206-900-9931 E-mail address blake@OneEnergyRenewables.com

Legal Owner: (if different from applicant)
Name(s) Bill & Rena Marquardt LLC ann@OneEnergyRenewables.com

Address 67070 Marquardt Rd, Lexington, OR 97839

Legal Description Portion of the property described Existing Zoning designation EFU

below signature line.

On a separate sheet of paper please address each of the following:

1. Current use of the subject property;
2. Historical use of the land;
3. Do you want to change the current use of the land?
4. What type of development do you have planned for the land?
5. Does the current zone allow the type of development identified in Question 4?
6. What zoning designation would allow this type of development?
7. Is there other property in the area that would allow this type of development?
8. If yes, please identify the properties. (A general response to this question is sufficient for the pre-application. However, a detailed analysis will be required for the final application.)
9. If no, please explain why other lands with the desired zoning would not be suitable for your intended development;
10. What type of development surrounds the subject land, e.g., residential on the north, farming on the west, etc.

Signatures:

Bloch Bj

(Applicant)

(Applicant)

(Legal Owner)

(Legal Owner)

If this application is not signed by the property owner a letter authorizing signature by the applicant must be attached. see attached

Date: 3/1/2018

Fee: \$1,500

A parcel in Sections 27, 28, 33 and 34, Township 1 North, Range 25 East of the Willamette Meridian, in the County of Morrow and State of Oregon, more particularly described as follows:

BEGINNING at the South quarter corner of Section 33, said township and range; thence East 2244.00 feet along the South line of said Section 33 to a point; thence North 4405.00 feet parallel to the East line of said Section 33 to a point; thence Northeasterly to the Northeast corner of the Southwest quarter of the Southwest quarter of Section 27, said township and range; thence West along the North line of the Southwest quarter of the Southwest quarter of said Section 27 and the North line of the South half of the Southeast quarter of Section 28, said township and range, to the North-South centerline of said Section 28; thence South along the North-South centerline of said Sections 28 and 33 to the POINT OF BEGINNING.

**Morrow County Planning Department
P.O. Box 40, Irrigon Oregon 97844
(541) 922-4624 FAX: (541) 922-3472
<http://www.morrowcountyoregon.com>**



February 15, 2018


2003 WESTERN AVE
SUITE 225
SEATTLE, WA 98121
206.922.7072

Bill & Rena Marquardt, LLC
c/o Billee Owen and Rena Marquardt
67070 Marquardt Rd
Lexington, OR 97839

DEAR MRS. MARQUARDT AND MRS. OWEN

This letter serves to authorize OE Solar 1, LLC ("Agent") to act as agent for Bill & Rena Marquardt, LLC ("Landowner") to apply for, sign and file the documents necessary to obtain development permits, including a Conditional Use Permit and a Comprehensive Plan Amendment, for a solar photovoltaic energy generation facility and associated equipment.

Project Location:

Tax lot 3401 in Township 01 North, Range 25 East, Section 33, Morrow County, Oregon

Landowner Information:

Bill & Rena Marquardt LLC
67070 Marquardt Rd
Lexington, OR 97839

Agent Information:

OE Solar 1, LLC
c/o Blake Bjornson
2003 Western Ave
Suite 225
Seattle, WA 98121
Phone: 206-900-9931

Sincerely,

BLAKE BJORNSON
ASSOCIATE, PROJECT DEVELOPMENT

ACCEPTED:

Bill & Rena Marquardt, LLC

Name: Rena Marquardt
Title: Representative, Bill & Rena Marquardt, LLC
Date: 2-15-18

**Supplemental Findings
for
Comprehensive Plan Amendment Request AC-121-18**

Section II, Summary of Applicable Criteria

Add language to first paragraph of Section II on page 1 of the Preliminary Findings of Fact:

Applicant's narrative submitted as a part of its Goal 3 exception request, dated March 1, 2018, is hereby incorporated by reference. Applicant's narrative provides additional findings as well as supplemental findings to support removal of up to 99 acres from Goal 3 protection for the Harp Solar Project. Applicant's narrative also includes additional state and local applicable review criteria and supplements the list of Applicable Criteria listed here.

Section IX, Recommendation

Add language to recommended findings:

The record offers exceptional reasons to warrant removal of up to 99 acres from Goal 3 protection for solar development. Section III of Applicant's narrative provides the analysis for allowing the exception under both OAR 660-004-0022(1) and OAR 660-004-0022(3). In addition, the identified local comprehensive plan goals and policies (listed above) directly support the exception and provide strong support for encouraging renewable energy development in Morrow County. Neither Applicant nor planning staff relied heavily on Statewide Planning Goal 13 to support the exception; justification for the exception is based on the local comprehensive plan goals and policies that implement the Statewide Planning Goals related to economic development and responsible growth. There has been adequate consideration of alternative locations for the development and there is evidence in the record to demonstrate consistency with ORS 197.732(2)(c) as well as MCZO 8.040(C).



Oregon

Kate Brown, Governor



550 Capitol St. NE
Salem, OR 97301
Phone: 503-378-4040
Toll Free: 1-800-221-8035
FAX: 503-373-7806
www.oregon.gov/energy

To: Carla McLane, Morrow County Planning Director

From: Maxwell Woods, Senior Policy Advisor, Oregon Department of Energy

Date: April 20, 2018

Re: Harp Solar Project, Morrow County Conditional Use Permit Application N-331

Ms. McLane and the Morrow County Planning Commission:

The Oregon Department of Energy appreciates the opportunity to comment on the proposed Harp Solar Energy project, which would be located in Morrow County, and which requires a conditional use permit and a Goal 3 exception from Morrow County.

The Energy Facility Siting Council, staffed by the ODOE Siting Division, is responsible for permitting of large-scale solar energy facilities that, in accordance with Oregon Revised Statute 469.300(11)(a)(D), use more than 100 acres of high value farmland, more than 100 acres of predominantly cultivated land or land that is on soils in capability classes I-IV, or more than 320 acres of other land. Solar energy facilities of these acreages also typically require a Goal 3 exception.

ODOE takes no position on the merits of the proposed Harp Solar Energy project, on any goal exception process for non-EFSC jurisdictional energy facilities, and ODOE takes no position regarding whether non-EFSC jurisdictional energy facilities should be approved by local decision-makers, or what conditions should be part of any approvals. We provide these comments for the record with the Morrow County Planning Commission and Board of Commissioners.

Goal 3 Exception and Goal 13

ODOE would like to make clear its position regarding the Statewide Planning Goal 13 ("Energy Conservation"), as developed by the Oregon Land Conservation and Development Commission, in relation to renewable energy development. In the Harp Solar Goal 3 Exception document, Page 26, Section E. *The Project Will Further Important State Policies*, it is stated that "The Oregon Statewide Planning Goal 13 (Energy Conservation) calls for the development of renewable energy resources."

ODOE has become aware of non-EFSC jurisdictional solar facilities relying upon Statewide Planning Goal 13 as part of justification for taking a Goal 3 exception. It is ODOE's interpretation that Goal 13 is fundamentally concerned with conservation of energy, and does not discuss expansion of energy generation, whether from renewable resources or otherwise. Additionally, Goal 13 also does not address or dictate that large-scale energy projects should be developed on farmland (whether high value, arable, or other land). ODOE does not interpret that Goal 13 "calls for the development of renewable energy resources." ODOE would not recommend to EFSC a Goal 3 exception based on "reasons" utilizing Goal 13. ODOE has made this comment on other non-EFSC projects including projects in Clackamas and Jackson counties.

ODOE recognizes that Morrow County has adopted a specific Energy Conservation Element into its Comprehensive Plan, implementing the Statewide Planning Goal 13, and that the County Energy Conservation Element provides a clear and direct policy statement by the County as to its position regarding the development of solar energy ("Policy 2, To conserve energy and develop and use renewable energy sources," and "Policy 3, Encourage development of solar and wind resources."). This Morrow County policy clearly encourages the development of renewable energy resources including solar energy.

EFSC Jurisdiction and Future Facility Expansion

As noted above, EFSC jurisdictional thresholds are set in statute. ODOE understands from the application materials that the proposed Harp Solar Energy facility would be sited on up to 99 acres of land, the entirety of which is comprised of Class III soils. Under ORS 469.300(11)(a)(D)(ii), EFSC has permitting jurisdiction for solar facilities on Class III soils which use more than 100 acres. It is important to note that if the Harp Solar Energy project is approved and built at 99 acres, and if it wishes to expand in the future, it would be subject to EFSC jurisdiction if any future expansion grows the total project size to over 100 acres on Class III soils. At that time, the entire project would be subject to EFSC jurisdiction and the developer would need to apply for and receive a site certificate from EFSC prior to such expansion. In this scenario, the EFSC review of that site certificate would include the full facility, even those components already constructed.

Thank you again for the opportunity to comment on the Harp Solar Energy project. ODOE is always available for questions and if the Morrow County Planning Commission or the County Commissioners would like additional information regarding the EFSC process and jurisdiction, we would be glad to set up a time to meet with and present to the commissioners.

Finally, we note the opinions expressed in this memo are the opinions of ODOE staff, and not necessarily those of EFSC or any EFSC councilmembers.

HARP SOLAR

GOAL 3 EXCEPTION REQUEST

MARCH 1, 2018

OneEnergy Renewables
2003 Western Ave, Suite 225
Seattle, Washington 98121

oneenergy
renewables
.com

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I. OVERVIEW

- Applicant:** OE Solar 1, LLC,
a wholly owned subsidiary of OneEnergy, Inc.
2003 Western Ave
Ste. 225
Seattle, WA 98121
- Applicant Contact:** Elaine Albrich
Davis Wright Tremaine, LLP
1300 SW Fifth Avenue
Suite 2400
Portland, OR 97201
- Property Owner:** Bill & Rena Marquardt LLC
67070 Marquardt Rd
Lexington, OR 97839
- Proposed Action:** Obtain a Goal 3 exception to allow for solar development on up to 99 acres in the Exclusive Farm Use (“EFU”) zone.
- Project Parcel:** A 382-acre parcel in Morrow County, Oregon known as Tax Lot 3401 in Township 01 North, Range 25 East, Section 33 (the “Project Parcel”).
- Project Area:** A portion of the Project Parcel not to exceed 99 acres (the “Project Area”) in a location to be determined following final design and micrositing. The broader micrositing boundary within which the Project Area will be located is referred to herein as the “Project Area Extent”. The Project Area Extent occupies 132 acres on the southern end of the Project Parcel.
- Site Characteristics:** The Project Area Extent is located on land that is used for dryland wheat farming. The terrain consists of a north-south ridge that slopes towards the north at an average slope of 2.5 degrees, with a maximum elevation of 1400 feet. Approximately 85% of the land has an aspect between 67.5 and 292.5 degrees. There are no water rights associated with the Project Parcel. An existing BPA 69-kilovolt (“kV”) electrical transmission line runs across the Project Parcel with a 90-foot easement. From the south property boundary, the transmission line runs in a northwesterly direction for 0.35 miles and turns to a northeasterly direction for an additional 0.57 miles, with a total of 9 poles on the Project Parcel. The Project Parcel is currently accessed via Baseline Lane.

II. PROJECT DESCRIPTION AND LOCATION

OE Solar 1, LLC (“Applicant”), a wholly owned subsidiary of OneEnergy Renewables (“OneEnergy”), proposes to develop a ten (10) megawatt (“MW”) alternating current (“AC”) solar photovoltaic (PV) project in Morrow County called Harp Solar (the “Project”). Honoring the nearby town of Lone’s annual 4th of July Blues Festival, the Project name, Harp, refers to the harmonica, a key instrument in blues music.

OneEnergy’s experienced development team employs rigorous technical and economic analyses, abides by low impact development practices, and possesses a commitment to renewable energy. For more information about OneEnergy, please see **Attachment A**.

The Project will be sited on a parcel zoned exclusive farm use (“EFU”) under the Morrow County Zoning Ordinance (“MCZO”). The Project is allowed in the EFU zone subject to a Conditional Use Permit (“CUP”) and a Goal 3 exception, per MCZO 3.010(K)(3). The Applicant is concurrently filing the CUP permit application and the Goal 3 exception request.

The Project will be located on a 382-acre parcel (Morrow County tax lot 3401 in Township 1 North, Range 25 East, known hereafter as the “Project Parcel”), located approximately 4.5 miles north of the town of Lexington and 6 miles east of Lone in unincorporated Morrow County, Oregon. The Project Parcel is north of Baseline Lane between its intersections with Marquardt Road and Wheatland Road (see **Figure 3**). The Project Parcel is privately-owned by Bill & Rena Marquardt LLC. Coordinates for the center of the Project are 45° 31' 03.71" north latitude and 119° 41' 24.61" west longitude. The Applicant has an exclusive option to enter into a long-term land lease with Bill & Rena Marquardt LLC.

The Project will occupy a portion of the Project Parcel consisting of up to 99 acres (the “Project Area”). The Project Area will be located within the 132-acre micro-siting boundary (“Project Area Extent”). A Preliminary Site Plan is included as **Attachment B**.

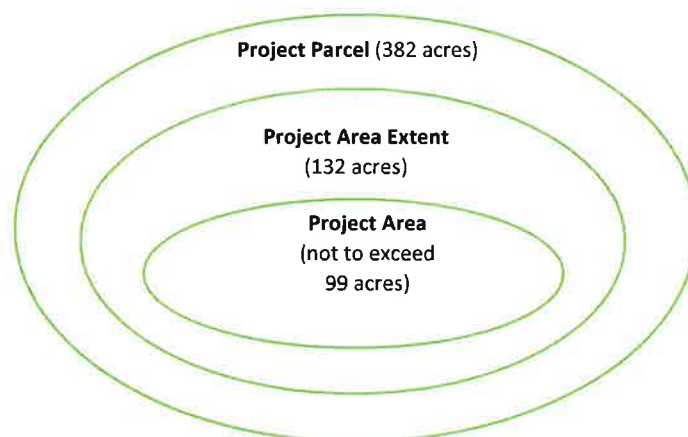


Figure 1: Area Definitions

The Project will sell energy to Portland General Electric (“PGE”) and has an executed long-term power purchase agreement (“PPA”). Energy from the Project will be transmitted to PGE’s service territory through the Bonneville Power Administration’s (“BPA”) transmission system. The Project will interconnect to BPA’s Boardman-to-lone 69-kilovolt (kV) (previously known as the lone-to-Hermiston line) transmission line, which runs across the Project Parcel. The interconnection requires minimal new facilities given the orientation of the Project and the existing BPA line. The Project will be accommodated via a line tap, which will be constructed, owned and operated by BPA.



Figure 2: Regional Context Map

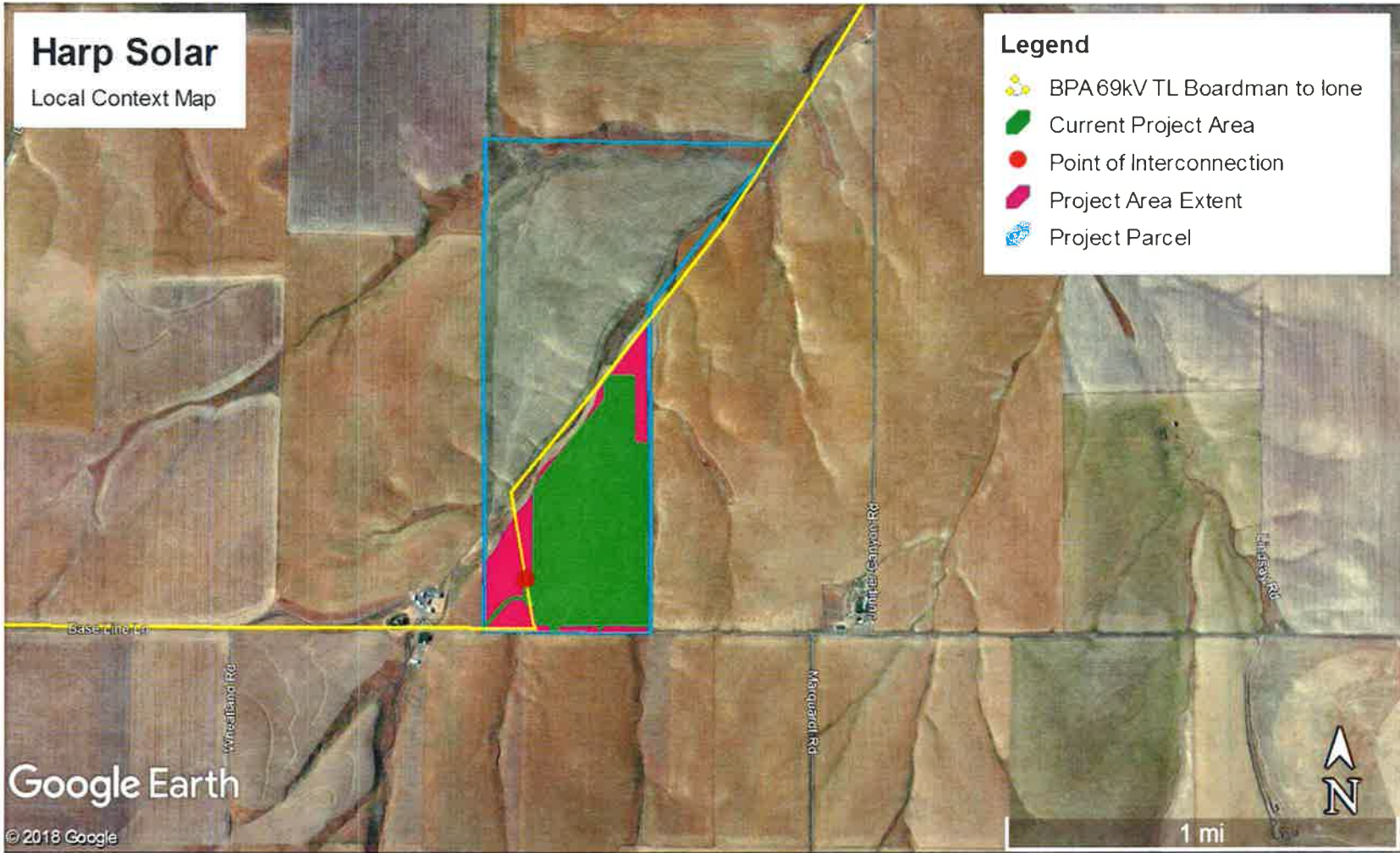


Figure 3: Local Context Map

III. RESPONSE TO PLAN AMENDMENT APPLICATION QUESTIONS

1. *Current use of the subject property;*

Response: The subject property is currently used for dryland wheat farming.

2. *Historical use of the land;*

Response: The property's historical use is dryland wheat farming.

3. *Do you want to change the current use of the land?*

Response: Yes.

4. *What type of development do you have planned for the land?*

Response: Commercial solar photovoltaic facility for the purpose of generating power for public use by sale.

5. *Does the current zone allow the type of development identified in Question 4?*

Response: Yes, as a conditional use per MCZO 3.010(K)(3).

6. *What zoning designation would allow this type of development?*

Response: N/A, this zoning designation allows this type of development.

7. *Is there other property in the area that would allow this type of development?*

Response: All the property in the area is zoned EFU, with the same permitting requirements.

8. *If yes, please identify the properties. (A general response to this question is sufficient for the pre-application. However, a detailed analysis will be required for the final application.)*

Response: All properties in the area would allow this type of development subject to a conditional use permit. As described in more detail throughout this document, this specific property was selected because of its immediate proximity to high-voltage transmission lines requiring no gen-tie lines across adjacent properties, the property's existing access onto Baseline Lane and ability to minimize impact to high-value farmland.

- 9. If no, please explain why other lands with the desired zoning would not be suitable for your intended development;**

Response: N/A

- 10. What type of development surrounds the subject land, e.g., residential on the north, farming on the west, etc.**

Response: The subject land is surrounded by agricultural land. There are farm residences located on adjacent parcels; they are located on tax lot 3600 on Map Number 01N25E to the west and on tax lot 3404 on Map Number 01N25E to the east.

III. GOAL 3 EXCEPTION REQUEST

Introduction

If a photovoltaic solar power generation facility is built on more than 12 acres of high-value farmland or 20 acres of arable land, the County is required to adopt an exception to Statewide Planning Goal 3 (Agricultural Lands). OAR 660-033-0130(38)(f) and (g) provide:

(38)(f) For high-value farmland described at ORS 195.300(10), a photovoltaic solar power generation facility shall not preclude more than 12 acres from use as a commercial agricultural enterprise unless an exception is taken pursuant to ORS 197.732 and OAR chapter 660, division 4.

(38)(g) For arable lands a photovoltaic solar power generation facility shall not preclude more than 20 acres from use as a commercial agricultural enterprise unless an exception is taken pursuant to ORS 197.732 and OAR chapter 660, division 4.

As summarized in the Soils Analysis (**Attachment D**), NRCS Soil Report (**Attachment E**) and Prime Farmland List for Oregon (**Attachment F**), the Project Area Extent is comprised entirely of Class 3 soils under the NRCS soil classification system, not considered prime farmland, and is used for dryland wheat farming. On this basis, the Project Area Extent is considered arable land. However, some land within the Project Area Extent is also considered high-value farmland under ORS 195.300(10)(f)(C) because the land is located in the Columbia Valley American Viticultural Area (AVA) (see AVA Map, **Attachment G**) and is in an exclusive farm use zone, below 3,000 feet in elevation, with a slope less than 15 percent and an aspect between 67.5 and 292.5 degrees. Because the Project may impact more than 12 acres of high-value farmland and will impact more than 20 acres of arable land, the Applicant requests a Goal 3 exception to remove up to 99 acres from Goal 3 protection. The property owner has no objections to this request, (see **Attachment C**, Landowner Support Letter).

Legal Framework for Goal 3 Exception

The County may adopt an exception to Goal 3 and amend the Morrow County Comprehensive Plan under the "reasons" exception in ORS 197.732(2)(c).

ORS 197.732(2)(c) provides:

- A. *Reasons justify why the state policy embodied in the applicable goals should not apply;*
- B. *Areas that do not require a new exception cannot reasonably accommodate the use;*

- C. *The long-term environmental, economic, social and energy consequences resulting from the use at the proposed site with measures designed to reduce adverse impacts are not significantly more adverse than would typically result from the same proposal being located in areas requiring a goal exception other than the proposed site; and*
- D. *The proposed uses are compatible with other adjacent uses or will be so rendered through measures designed to reduce adverse impacts.*

OAR 660-004-0022 provides reasons necessary to justify an exception under ORS 197.732(2)(c). Relevant here, are the reasons contained in OAR 660-004-0022(1) and 660-0040-0022(3).

OAR 660-004-0022(1) provides:

(1) For uses not specifically provided for in this division, or in OAR 660-011-0060, 660-012-0070, 660-014-0030 or 660-014-0040, the reasons shall justify why the state policy embodied in the applicable goals should not apply. Such reasons include but are not limited to the following:

(a) There is a demonstrated need for the proposed use or activity, based on one or more of the requirements of Goals 3 to 19; and either

(A) A resource upon which the proposed use or activity is dependent can be reasonably obtained only at the proposed exception site and the use or activity requires a location near the resource. An exception based on this paragraph must include an analysis of the market area to be served by the proposed use or activity. That analysis must demonstrate that the proposed exception site is the only one within that market area at which the resource depended upon can reasonably be obtained; or

(B) The proposed use or activity has special features or qualities that necessitate its location on or near the proposed exception site.

OAR 660-004-0022(3) provides:

(3) Rural Industrial Development: For the siting of industrial development on resource land outside an urban growth boundary, appropriate reasons and facts may include, but are not limited to, the following:

(a) The use is significantly dependent upon a unique resource located on agricultural or forest land. Examples of such resources and resource sites

include geothermal wells, mineral or aggregate deposits, water reservoirs, natural features, or river or ocean ports;

(b) The use cannot be located inside an urban growth boundary due to impacts that are hazardous or incompatible in densely populated areas; or

(c) The use would have a significant comparative advantage due to its location (e.g., near existing industrial activity, an energy facility, or products available from other rural activities), which would benefit the county economy and cause only minimal loss of productive resource lands. Reasons for such a decision should include a discussion of the lost resource productivity and values in relation to the county's gain from the industrial use, and the specific transportation and resource advantages that support the decision.

The following section demonstrates that the Applicant can satisfy ORS 197.732(2)(A) under either OAR 660-004-0022(1) (the "Other Reasons Test") and 660-004-0022(3) (the "Rural Industrial Development Test"). The Applicant also provides sufficient evidence to demonstrate that the Project complies with ORS 197.732(2)(B)-(D).

A. Reasons to Justify the Exception

1. Other Reasons Test

The Other Reasons Test has two prongs. First, the Applicant must demonstrate a need for the proposed Project based on one or more of the requirements of Goals 3 to 19. Then, the Applicant must demonstrate that the proposed Project has special features or qualities that necessitate its location on or near the proposed exception site.¹

Requirements of Other Goals Justify an Exception to Goal 3

Statewide Planning Goals are implemented at the local level via the County's comprehensive plan. The County's comprehensive plan is acknowledged as being consistent with the Statewide Planning Goals. Therefore, for purposes of analyzing the Project under OAR 660-004-0022(1)(a), the Applicant demonstrates why the requirements contained in the County's goals and policies implementing Goal 13 (Energy Conservation), Goal 9 (Economic Development), and Goal 11 (Public Facilities and Services) evidence a need for the proposed Project and justify removing up to 99 acres of the Project Area Extent from cultivation.

¹ The Applicant opts to show reasons under OAR 660-004-0022(1)(a) and -0022(1)(a)(B). A market area analysis is only required if the Applicant opted to show reasons under OAR 660-004-0022(1)(a) and -0022(1)(a)(A).

Energy Conservation Element (Goal 13)

Introduction:

"In general terms, the primary goals set forth in the element of the "Plan" are directed at conserving energy, maintaining energy sources and costs, and identification of alternate energy sources."

Energy Resources:

"Morrow County residents may be able to utilize solar and wind resources to provide power in the future...Many sites are available which are not suitable for agricultural purposes."

Findings:

"2...economic sources of energy that could feasibly be developed in Morrow County include solar, and wind-power electrical generation.

4. Morrow County receives about 300 days of sunshine per year. Solar energy may be a very feasible source of energy."

Policies:

"1. To encourage renewable and/or efficient energy systems design, siting and construction materials in all new development and improvements in the County.

2. To conserve energy and develop and use renewable energy sources.

3. Encourage development of solar and wind resources.

9. The County will encourage development of alternative energy sources in County industries and businesses.

15. All plans should be directed toward energy conservation and should consider as a major determinant the existing and potential capacity of the renewable energy sources to yield useful energy output. Renewable energy sources include water, sunshine, wind, geothermal heat and municipal, forest and farm waste."

The goals, findings, and policies of Morrow County's Energy Conservation Element make direct and frequent reference to the benefits of developing solar energy and in fact, encourage the development of renewable energy siting.

The fields that comprise the Project Area Extent are composed of Class 3 soils and are susceptible to erosion. As noted in the Landowner Support Letter (**Attachment C**), these fields consist of "shallow soils [that] are subject to wind erosion which leaves a gravelly unproductive soil behind." The site "has limited productivity" and the landowner finds that construction of the Project will be a higher and better use of the land.

The Project enables the County to advance many of its policies found here. Policies 2 and 3 could not be clearer in supporting a Goal 3 exception for the Project in order to advance Goal 13.

Economic Element (Goal 9)

Energy Sector:

“Comprehensive Plan Goals and Policies...need to outline the benefits of the energy sector and provide mechanisms to maintain and improve energy generation and movement in and through Morrow County.”

Goals and Policies:

Goal 3: “Diversify local businesses, industries and commercial activities and promote the economic growth and stability of the County.”

Policy 3A: “To encourage local producers to new markets for local products and to seek out new products that are in demand in the market place and that can be produced locally.”

The Economic Element in the County’s comprehensive plan specifically addresses the need to outline the benefits of the energy section and maintain and improve energy generation in the County. The element further encourages diversifying businesses and industries and encouraging local producers to new markets. The County’s plan is forward thinking and broad to allow the County to adapt to changing markets and demands.

In the case of solar energy production, the “*local producers*” are the County’s landowners who for generations have cultivated the land for its agricultural products. Just like with wheat (the traditional crop grown in this part of Morrow County), a farmer can produce and harvest the solar energy via a solar land lease which generates a profit from the occupied acreage. On a per acre basis, the Project will generate an estimated 265-megawatt hours (MWh) annually; that means each acre produces power for over 24 average Oregon households based on data from the Energy Information Administration (the Project in total is projected to produce 22,582 MWh in its first year, which is enough to power over 2,000 average Oregon households).

The state’s mandated Renewable Portfolio Standard, discussed below under state policies (section E), has created new *demand* for renewable energy created in Oregon. This demand must be accompanied by new *supply* of renewable energy, thus the birth of a “*new market*”. Morrow County’s high insolation rate, abundance of sunny days and robust electrical infrastructure make it an ideal location for efficiently producing renewable energy as a “*local product*”.

Solar development at the Project Area supports the County in achieving its Economic Element goals. The County can find that promoting and encouraging solar projects will create a new product that can be efficiently produced locally and is in demand in a new marketplace.

Further, the development, construction, and ongoing operation of the Project will deliver notable economic benefits to the Morrow County community and the broader region in the form of direct and indirect spending. Capital investment directly in the local and regional economy will include project development technical support, sub-contracting for

construction, construction material procurement, property taxes, landowner lease payments and long-term operations and maintenance. Applicant estimates that during the construction phase, the Project will directly employ more than 90 full-time workers. Additional "indirect" spending that occurs as a result of this Project, including lodging and meals during the construction period, is expected to provide further benefit for the local economy. In total, the Applicant estimates the Project will provide approximately \$2,500,000 for both direct and indirect spending to the regional economy including labor.

Public Facilities and Services Element (Goal 11)

General Policies:

"5. Utilities

A. Programs should be continued to develop additional sources of electric power and other power sources to assure adequate service to the County area and its projected growth."

Now more than ever, the County is seeing growth requiring additional electricity. As reported by the Eastern Oregonian on May 9, 2017, in an article titled "Morrow County thwarts employment trends of rural Oregon", the County's economic base is growing as it adds food processors, biofuels and new data centers. This Project will generate power that will feed the local power grid and those burgeoning industries.

There is a demonstrated need for the deployment of renewable resources, including solar, in Morrow County. The Project will produce a significant advancement of important county and state policies, without undermining the policies behind Goal 3.

The Project Requires Specific Site Characteristics and High Solar Resource Value

This prong of the Other Reasons Test requires that the Project have "special features or qualities that necessitates" locating the Project on the Project Area Extent.

The Project is locationally dependent and the Project Area Extent was identified as a prime location due to its access to the County's high solar insolation rates and its immediate proximity to electrical infrastructure capable of economically interconnecting the Project.

As stated in Goal 13 of the Morrow County Comprehensive Plan, the County receives 300 days of sunshine per year, making it a favorable location for siting solar projects. Solar data collected by the U.S. Department of Energy show that this area provides some of the best solar resource in Oregon (see ***Attachment R***, Solar Resource Map).

The Project Area Extent is located on a parcel across which runs Bonneville Power Administration's ("BPA") Boardman-to-lone 69-kV transmission line. Through the interconnection study process with BPA, it has been determined that interconnecting the Project to this robust transmission line is both technically and economically feasible. Additionally, BPA's infrastructure directly feeds the service territory of Portland General

Electric (“PGE”), to which the Project’s energy will be sold. This direct connection to PGE requires only one transmission wheeling fee (as opposed to a project which connects to one of the area’s electric cooperatives, which would require additional transmission wheeling fees).

The combination of a good solar resource and access to low-cost interconnection and transmission constitute a unique resource upon which the Project is dependent. While the transmission line crosses several types of zoning, the Applicant has concluded that in order for the Project to reasonably utilize this unique resource, it must be located on EFU land (the alternative sites analysis is discussed in detail below at section B).

2. Rural industrial Development Test

Solar development on rural resource land is low impact and involves use of a non-emitting, passive technology. Once constructed, the Project requires only limited maintenance, which includes quarterly to annual maintenance of the electrical equipment and regular mowing and vegetation maintenance. Nonetheless, a solar photovoltaic energy generation facility, as defined under OAR 660-033-0130(38)(e), is a subcategory use of the “power generation facility” use category, which is commonly thought of as industrial development. Therefore, the Applicant analyses the Project under the Rural Industrial Development Test.

The Rural Industrial Development Test contains three reasons the Applicant can reply upon when seeking an exception. The reasons, however, are not exclusive as the rule language says “may include, but are not limited to the following.” The Applicant demonstrates that there are reasons to warrant a Goal 3 exception under OAR 660-004-0022(3)(a) and (c) below, although other reasons related to these two prongs of the test are included in the analysis for additional support.

As discussed above in response to the ‘Other Reasons Test’, the Project is locationally dependent and the Project Area Extent was identified as a prime location due to its access to the County’s high solar insolation rates and its immediate proximity to electrical infrastructure capable of economically interconnecting the Project. This combination of factors can be considered a unique resource located on agricultural land, and the Project is significantly dependent on this unique resource consistent with OAR 660-004-0022(3)(a).

The Project brings economic benefits to the County as described above in relation to the Economic Element of the Morrow County Comprehensive Plan. The Project displaces agricultural resource lands that are minimally productive.

The Project Parcel has been owned and cultivated by the family of the landowner for over 70 years. According to the landowner, the soils at the Project Area Extent make it a relatively difficult area to grow crops and it is less productive than the majority of the 1,959 acres in their farming operation. The shallow soils are particularly susceptible to

wind erosion and become gravelly and unproductive (see **Attachment C**, Landowner Support Letter). This claim is supported by the Soils Analysis (**Attachment D**), which shows that the Project Area Extent is comprised of soils classified with a land capability classification of 3e. The “e” indicates that the Natural Resources Conservation Service considers these soils to have “severe limitations that reduce the choice of plants or require special conservation practices, or both” due to erosion.

The landowner does not have irrigation water rights or a history of water rights for the Project Parcel or any other properties in Morrow County (see **Attachment Q**, Water Rights Map). New water rights would be required for the Project Area Extent to become more productive cropland. The landowner does not have water rights to transfer to the property nor do they have any intention of acquiring new water rights. The Applicant is aware of Northeast Oregon Water Association’s (NOWA) Columbia River Supply Project, which is seeking to divert additional water from the Columbia River for parts of Morrow and Umatilla counties. However, the Project Area Extent is located outside the proposed place of use for those rights.

Due to the poor soil quality at the Project Area Extent and the lack of irrigation rights, the landowner finds that these fields are among the least productive in their operation. Per the Landowner Support Letter (**Attachment C**), “consistently, the wheat yields for these fields are significantly lower than that of other fields.” The primary policy of Goal 3 is to preserve land for agricultural production. Using this relatively unproductive agricultural land for solar development is a higher and better use of the land and directs solar development away from more productive farmland. For these reasons, the landowner has chosen to lease their land to construct the Harp Solar project. The annual lease payments will provide long-term, predictable revenue that will substitute the income generated from wheat farming.

B. Areas Not Requiring a New Goal Exception Cannot Accommodate Use

It is appropriate to consider multiple factors when determining whether there is alternate land that could “accommodate” solar development. It is not simply whether the zoning would allow the development without a Goal 3 exception. The feasibility and practicality of developing such lands for a successful solar project must be considered as well as access to existing electrical and transportation infrastructure.

A Goal 3 exception would not be required for urban land located within the cities of Morrow County. A Goal 3 exception may also not be required for rural land zoned industrial under the MCZO. For urban land, it is difficult to find the acreage needed to site utility-scale solar development on land with a viable solar resource. These lands are often in close proximity to other uses which may be viewed as incompatible with utility-scale energy development. For industrially-zoned land within the County, land may be limited and not offer the topography and proximity to existing energy infrastructure that makes solar development feasible. Urban and rural industrial land is also expensive and can make the economics of a solar project unfeasible.

Critical to this Project's success is the unique resource that is BPA's Boardman-to-lone 69-kV transmission line (hereafter "the Transmission Line"), which has adequate electrical capacity and requires limited new infrastructure for interconnection. BPA owns 26.4 miles of the Transmission Line and the Applicant conducted an Alternative Sites Analysis for the land adjacent to the Transmission Line to identify potential sites for development of a solar facility.

When siting a project of this size, the Applicant looks for approximately 100 acres of usable land within about a mile of the Transmission Line. Starting at the northern terminus of the Transmission Line, the Applicant ruled out the land zoned industrial due to severely limited space which is predominately used for irrigated crops and congested with existing transmission lines. The land zoned farm residential was ruled out because it is all developed for residences and irrigated crops. The remaining land along the along the northern 17.6 miles of the Transmission Line, which is zoned EFU, was ruled out because that land is all considered high-value farmland in ORS 195.300(10)(c) as "land that is in an exclusive farm use zone...within the place of use for a permit, certificate or decree for the use of water for irrigation issued by the Water Resources Department". Table 1 shows a summary of the analysis of the land adjacent to the Transmission Line.

Table 1: Alternatives Analysis - Transmission Line Segments

Segment #	Description of segment	Distance	Zoning of Adjacent Land	Siting Considerations	Conclusion
1	S from Boardman SS, across high-voltage Tx lines and I-84	0.5 miles	0.45 miles General Industrial; 0.05 miles Port Industrial	Insufficient land due to existing agricultural fields and the myriad electrical transmission and distribution lines congesting the area; all underlying land has existing water rights.	Ruled out of consideration.
2	S from I-84, turning east to Root Ln	0.5 miles	Farm Residential	All adjacent land is developed for residential or irrigated crops with existing water rights; zoning not appropriate for solar.	Ruled out of consideration.
3	E from Root Ln, S across Wilson Ln along W of Bombing Range Rd to start of Bombing Range	2.6 miles	2.35 miles EFU; 0.25 miles of General Industrial on one side, EFU on other side	All adjacent land is developed for irrigated crops with existing water rights. EFU portion of land considered high-value farmland.	Ruled out of consideration.
4	S along eastern boundary of Bombing Range, then W along southern boundary of Bombing Range	14 miles	Naval Weapon Systems Training Facility on one side, EFU on other side	All EFU land is developed for irrigated crops with existing water rights and therefore considered high-value farmland.	Ruled out of consideration.
5	S through ag land along Juniper Canyon to Baseline Ln	8.8 miles	EFU	All land is non-irrigated ag land, majority is along the base of canyon with adjacent steep hillsides. All available land considered arable land requiring Goal 3 exception.	Acceptable if minimal impact to high-value farmland and acceptable slope. Alternative considerations include gentie distance, topographic site characteristics and existing access.

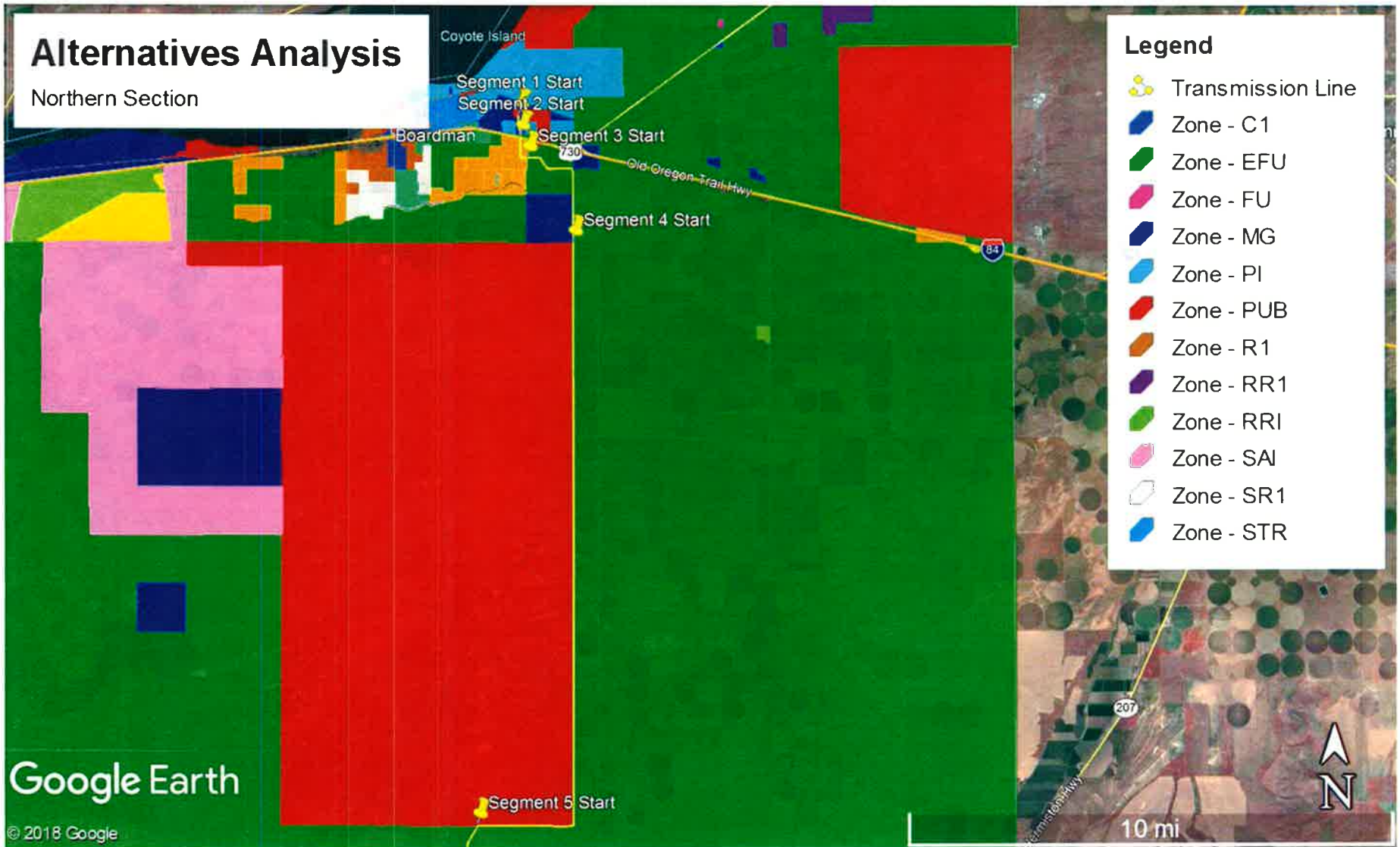


Figure 4: Alternatives Analysis Map, Northern Section

Eliminating the land along the northern 17.6 miles of the Transmission Line left the land along the southern 8.8 miles for consideration. The Applicant analyzed land within one mile of this southern section of the Transmission Line, not including the land within the Naval Weapon Systems Training Facility, which totals 12,079 acres (hereafter the “Buffer Area”). Critical to the analysis of the Buffer Area was consideration of 1) the characterization of the land as arable vs high-value farmland and 2) the characteristics of particular sites, especially the distance of gen-tie required to interconnect the project to the Transmission Line and the slope of the land.

First, the Applicant analyzed the characterization of the land in the Buffer Area. Arable land is defined at OAR 660-033-0130(38) as land that is part of a tract of land that is predominately cultivated. Nearly all the tracts in the Buffer Area are cultivated and therefore considered arable land. There is only one tract which is not cultivated and therefore not arable land; that exception is a tract owned by the Nature Conservancy near the intersection of Juniper Canyon Rd and Little Juniper Canyon Rd, which is unsuitable for development due to the steep topography dropping into the canyons and due to its ownership by a land conservation organization which seeks to protect the land from development. With this conclusion, the Applicant determined that the only available land in the Buffer Area is considered arable land and therefore any project of this size, which will occupy more than 20 acres, will require a Goal 3 exception.

High-value farmland is defined at ORS 195.300(10)(f), which considers land to be high-value farmland if it is (1) in an EFU zone, (2) within the Columbia Valley AVA, and (3) meets specific AVA characteristics related to elevation, aspect, and slope. All the land in the Buffer Area meets the first two criteria of being EFU zoned and within the Columbia Valley AVA. To test the third criteria, the Applicant utilized a dataset created by the Oregon Ocean-Coastal Management Program - Department of Land Conservation and Development (titled sde.gis.pln_or_viticultural_areas_2007) which identifies land that is high-value farmland based on being within an AVA and meeting those specific criteria set forth in ORS 195.300(10)(f). A GIS analysis showed that 41% of land within the Buffer Area is considered high-value farmland.

Table 2: Alternatives Analysis – Southern Section Available Land Characterization Summary

Description	Acreage	% of Buffer Area
Buffer Area	12,079	
Arable Land*	11,730	97%
High-value farmland**	4,919	41%

* As defined in OAR 660-033-0130(38)(a)

** As defined in ORS 195.300

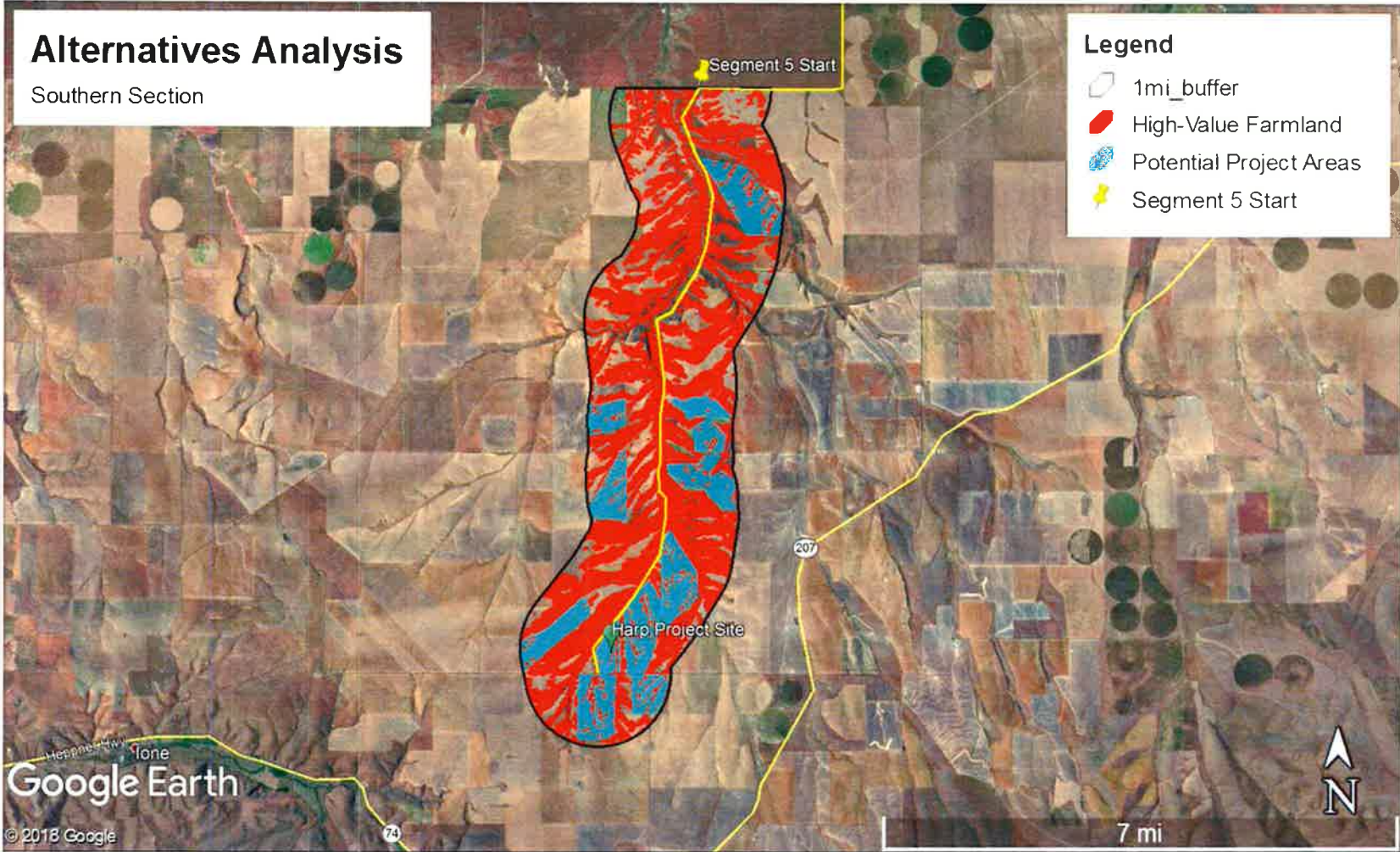


Figure 5: Alternatives Analysis Map - Southern Section

Following this characterization of the land, the Applicant scouted for land in the Buffer Area which would have the least impacts to high-value farmland. The Applicant identified 12 sites with adequate acreage and limited impact to high-value farmland, as shown in **Figure 5**. To compare sites, the Applicant considered (1) the required length of gen-tie to interconnect the Project to the transmission line, (2) the shape of the site and slopes for design considerations, and (3) the existing access available to the site. This comparison led to the identification of the Project Parcel, which (1) requires no gen-tie to interconnect, (2) has a regular shape and slopes which can be economically built upon, and (3) is immediately accessible from an existing road.

In summary, the Applicant conducted an Alternative Sites Analysis to identify appropriate land for a solar project to interconnect to BPA's Boardman-to-Lone transmission line. Considering land availability, appropriate zoning and minimal impacts to high-value farmland, land along the northern portion of the Transmission Line was removed from consideration. From the remaining land within one-mile of the Transmission Line, the Applicant chose the Project Parcel for its minimal impacts from development. Furthermore, from this analysis, the County can find that areas not requiring a new Goal 3 exception cannot accommodate the use.

C. Environmental, Economic, Social and Energy Consequences Favor the Exception

Environmental

The Project Area Extent is located on agricultural land categorized as Habitat Category 6 defined per the ODFW Habitat Mitigation Policy set forth in OAR 635-415-0000 through -0025 and verified by field surveys conducted by Northwest Wildlife Consultants, Inc. in May 2017. The Project will not cause significant adverse environmental consequences because Category 6 habitat has a low potential to become essential or important habitat for fish and wildlife, and no habitat mitigation is required per the ODFW Habitat Mitigation Policy (see **Attachment H**, Wildlife Survey and Habitat Assessment). Additionally, to ensure minimal impacts to wildlife, the Applicant consulted with the ODFW and US Fish and Wildlife Services, including a site visit to the Project on February 8, 2018. Both agencies have provided letters of review for the Project (see ODFW Letter, **Attachment J** and USFWS Letter, **Attachment K**).

A site review for any potential impact to Federal endangered species was completed in June 2017 via the Oregon Department of Fish and Wildlife ("ODFW") online mapping platform, Compass, and the United States Fish & Wildlife Service ("USFWS") Information for Planning and Conservation ("IPaC") Trust Resource Report. No critical habitats were found within the Project Area Extent (see **Attachment I**, USFWS IPaC Report).

To further investigate any potential biological issues, a formal data request was made to the Oregon Biodiversity Information Center ("ORBIC") to identify records of any

ecologically significant areas and/or listed endangered, threatened, or special concern species within a two-mile radius of the area.

Additionally, a Wildlife Habitat Assessment and Habitat Categorization Assessment was completed in June 2017 (see **Attachment H**, Wildlife Survey and Habitat Assessment). This included a spring season on-site survey for special status wildlife species, recording all vertebrate wildlife species detected. The biologist found that it is extremely unlikely that the Project Area Extent could support Washington ground squirrels and their travel through the landscape would be very infrequent. It was also found that the Project Area Extent also provides little value for other native wildlife species.

Further, any construction of the Project must adhere to the solar siting standards in OAR 660-033-0130(38), which require a project-specific erosion control plan. The erosion control plan will use general "best management practices" for erosion control during and after construction. The erosion control plan is provided as an attachment to the CUP application.

The plan will also provide for permanent drainage and erosion control facilities as necessary to allow stormwater passage without damage to local roads or to adjacent areas and without increasing sedimentation of intermittent streams. Applicant will also obtain a National Pollutant Discharge Elimination System ("NPDES") permit, which will contain soil erosion control measures that will be adhered to throughout project construction.

The Applicant does not anticipate any unmitigated adverse impacts on soils, wetlands, protected areas, water resources, threatened and endangered species, scenic resources, historic, cultural and archaeological resources, or public services as a result of this Goal 3 exception request, particularly given that the Project will be subject to conditional use review. As demonstrated in the National Wetlands Inventory Map (**Attachment M**) and the FEMA Map (**Attachment N**), the Project is located outside any wetlands and is outside the 100-year floodplain and will have no impact to wet features. Because of the relatively low presence of habitat, water, and other environmental resources present on the site, other sites that would also require a Goal 3 exception would either have the same or greater environmental impacts from the development of a solar project.

Socioeconomic

The Project will not have any adverse socioeconomic consequences. Economically, the Project will contribute additional income to the local tax base and to the property owners in the form of recurring lease payments. The economic impact to the tax base and local community in spending and job creation is described in detail above. Additionally, the Project will foster traditional rural lifestyles and opportunities by offering the landowner a long-term, predictable annual revenue stream to supplement the financial impacts of

vacillating market forces inherent in farming.

Applicant has consulted with Oregon's State Historic Preservation Office ("SHPO") on this Project and has received letters indicating their concurrence that no historic properties will be affected by the Project and to proceed with caution on construction of the facility as it relates to underground cultural resources, which will be addressed through the implementation of an inadvertent discovery plan, requiring all construction to cease in event of a found artifact, until a qualified archeologist has been contacted (see **Attachment O**, SHPO Historic Concurrence Letter and **Attachment P**, SHPO Cultural Concurrence Letter). Additionally, the Applicant has completed outreach to the Oregon Legislative Commission on Indian Services to identify which Tribes may have an interest in the proposed footprint of the project as well as initiated outreach to the Tribes identified. There are no cultural or archaeological resources identified on the National Registry of Historic Places ("NHRP") at the Project Area Extent.

Energy

The Project will create solar generation capacity of up to 10 MW, resulting in approximately 22,500 MWh of renewable electricity each year. That is enough to power over 2,000 average Oregon households and results in an annual emissions reduction of over 37 million pounds of CO₂e (equivalent to removing over 3,500 passenger vehicles from the road for). Thus, the energy consequences of removing the Project Area from Goal 3 protection will be positive. The renewable, emissions-free energy produced by the Project will help the region meet increasing energy demands.

D. Solar Development on the Project Area Is Compatible with Other Adjacent Uses

Solar development within the Project Area Extent is compatible with adjacent land uses, which include dryland wheat farming and farm residences.

Beyond the fenced project footprint and the estimated 250-foot collector line, no roads or other facilities will be constructed and accommodations for the Project will not negatively impact the landowner's current operations. Specifically, the dirt road across the Project Parcel used to access the landowner's fields to the north will be left unaffected. As noted in the Landowner Support Letter (**Attachment C**), the landowner will continue to farm the remainder of its cultivated property on the Project Parcel (immediately to the north and west of the Project Area Extent).

The Project requires minimal new interconnection infrastructure to be built by BPA in the form of an on-site line-tap, and as such, the Project will not require any new overhead gen-tie lines across adjacent properties at the point of interconnection. Thus, this site minimizes potential impacts from solar development. The adjacent parcels will continue to be farmed used for common agricultural practices. The Project will be

unoccupied and will not cause any change to or increase in the cost of accepted agricultural practices. Access from Baseline Lane to adjacent parcels will not be affected. Plowing and harvesting patterns on adjacent properties can continue unchanged. In compliance with OAR 660-033-0130(38), Applicant will work with the Morrow County Weed Control Supervisor to develop and implement a weed control plan. This will prevent the spread of weeds to adjacent farmland.

There are some residences to the east and west of the Project Parcel, along Baseline Lane. A glare analysis utilizing the Solar Glare Hazard Analysis Tool was conducted and no glare was found at these residences (see **Attachment L**, SGHAT Glare Analysis).

There are no anticipated long-term adverse traffic impacts associated with the Project's construction or operation. Any increase in traffic will largely occur at the beginning of construction during delivery of construction equipment and materials. Daily construction traffic for personnel is estimated to be 50-70 vehicles per day and will include cars, pickup trucks, and other personnel vehicles.

There will be limited traffic to and from the Project during operation. Traffic will mostly be limited to maintenance crews for mowing and vegetation maintenance. Quarterly to yearly maintenance on the solar array components will most likely occur, along with site visits for any operational issues that may arise during normal operation.

E. The Project Will Further Important State Policies

The Project will produce a significant advancement of important state policies. The Oregon Statewide Planning Goal 13 (Energy Conservation) calls for the development of renewable energy resources. In addition to Statewide Planning Goal 13 and Morrow County policies, the state of Oregon published a Renewable Energy Action Plan (ODOE, 2005). The Renewable Energy Action Plan requires significant, additional development of renewable resources, including solar energy. In 2007, the Oregon legislature passed Senate Bill 838 establishing Oregon's Renewable Portfolio Standard for electricity, requiring up to 25 percent of electricity sold to retail customers in Oregon be derived from renewable energy resources by 2025. In 2016, the Oregon legislature passed SB 1547 that further increased Oregon's Renewable Portfolio Standard from 25 percent to 50 percent by 2040. The Oregon Legislative Assembly has enacted numerous tax credits and economic development incentives favoring renewable energy development, including House Bill 3492 that was effective October 5, 2015. Oregon's numerous programs together reflect a comprehensive state policy of supporting renewable energy development. See further ORS 757.612 (creating system benefit charge, a portion of the funds from which go to renewable energy); ORS 757.603(2) (requiring Oregon electric utilities to provide retail customers with at least one option including significant percentage of renewable energy); ORS 469A.205.

IV. CONCLUSION AND REQUEST FOR EXCEPTION

As set forth in this application, the County can reasonably find that a Goal 3 exception is warranted for the Project Area Extent as each criteria in ORS 197.732(2)(c)(A)-(D) is met. There are compelling reasons that justify removing the Project Area Extent from Goal 3 protection, which include: 1) the location provides a comparative advantage for this rural industrial development which will benefit the county economy and cause only minimal loss of resource lands, and 2) there is a demonstrated need for the Project based on the requirements of Goals 9, 11 and 13. Other areas that do not require a new exception and that could otherwise reasonably accommodate the use are not available. The Project does not create any significant adverse economic, social, environmental, or energy consequences. Solar development on the Project Area Extent is compatible with adjacent land uses. For these reasons and those set forth in the record, Applicant respectfully requests approval of the Goal 3 exception request.

V. ATTACHMENTS

- A. About Us – OneEnergy
- B. Preliminary Site Plan
- C. Landowner Support Letter
- D. Soils Analysis
- E. NRCS Soils Report
- F. Prime Farmland List for Oregon
- G. AVA Map
- H. Wildlife Survey and Habitat Assessment
- I. USFWS IPaC Report
- J. ODFW Letter
- K. USFWS Letter
- L. SGHAT Glare Study
- M. National Wetlands Inventory Map
- N. FEMA Map
- O. SHPO Historic Concurrence Letter
- P. SHPO Cultural Concurrence Letter
- Q. Water Rights Map
- R. Solar Resource Map



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

(For BOC Use)
Item #
6a

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

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

Phone Number (Ext): 541-922-4624 or 5505
Requested Agenda Date: 05302018

Temporary Adoption of Weed Lists as part of
the Code Enforcement Ordinance

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: 5 minutes
Purchase Pre-Authorization
Other

N/A

Purchase Pre-Authorizations, Contracts & Agreements

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

Reviewed By:

Carla McLane 05182018 Department Head Required for all BOC meetings
Admin. Officer/BOC Office Required for all BOC meetings
County Counsel *Required for all legal documents
Finance Office *Required for all contracts; other items as appropriate.
Human Resources *If appropriate

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

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

AGENDA ITEM COVER SHEET

Morrow County Board of Commissioners

(Page 2 of 2)

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

The update of the Code Enforcement Ordinance has been delayed. That does not change the fact that the Weed Supervisor needs to have available an updated list of weeds for enforcement purposes.

The attached Appendix A Noxious Weeds and Appendix B Weeds of Economic Importance reflect the proposed changes. It is suggested that a temporary adoption of these two lists by Order would suffice until the Code Enforcement Ordinance is finalized and put through the necessary comment and public hearing process.

2. FISCAL IMPACT:

There is no known fiscal impact.

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

"I move adoption of Order OR.... adopting the attached Appendix A Noxious Weeds and Appendix B Weeds of Economic Importance."

Attach additional background documentation as needed.

**BEFORE THE BOARD OF COMMISSIONERS
FOR MORROW COUNTY, OREGON**

AN ORDER TEMPORARILY AMENDING THE MORROW)	Order Number
COUNTY CODE ENFORCEMENT ORDINANCE)	OR-2018-4
APPENDIX A NOXIOUS WEEDS AND APPENDIX B)	
WEEDS OF ECONOMIC IMPORTANCE)	

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

WHEREAS, it is a concern of Morrow County that the code enforcement ordinances have consistent and achievable enforcement of the State and Morrow County Code; and

WHEREAS, Oregon Revised Statute 569.360 allows for Counties to establish a weed control district; and

WHEREAS, the Morrow County Court did adopt the current Code Enforcement Ordinance on November 5, 2014, which became effective on January 1, 2015; and

WHEREAS, the Morrow Soil and Water Conservation District, serving as the Morrow County Weed Advisory Board has requested changes to both Appendix A Noxious Weeds and Appendix B Weeds of Economic Importance.

NOW THEREFORE BE IT ORDERED THAT THE MORROW COUNTY BOARD OF COMMISSIONERS ADOPTS TEMPORARYILY THE ATTACHED APPENDIX A NOXIOUS WEEDS AND APPENDIX B WEEDS OF ECONOMIC IMPORTANCE TO BE IN EFFECT UNTIL THE CODE ENFORCEMENT ORDINANCE IS AMENDED.

This ORDER shall be effective upon its reading May 30, 2018.

ADOPTED BY THE MORROW COUNTY BOARD OF COMMISSIONERS THIS 30TH DAY OF MAY 2018.

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

Don Russell, Chair

Jim Doherty, Commissioner

Melissa Lindsay, Commissioner

Approve as to Form:

Morrow County Counsel

Appendix A

NOXIOUS WEEDS

Rush Skeletonweed

Yellow Starthistle

Tansy Ragwort

Dalmatian & Yellow Toadflax

Mediterranean Sage

Leafy Spurge

Spikeweed

Musk Thistle

Scotch Thistle

Purple Loosestrife

Common Crupina

White Top

Hounds Tongue

Plumeless Thistle

Flowering Rush

Yellow Flag Iris

Appendix B

WEEDS OF ECONOMIC IMPORTANCE

Poison Hemlock
Canada Thistle
Jointed Goatgrass
St. Johnswort
Perennial Sowthistle
Field Bindweed
Cereal Rye
Wild Oats
Johnsongrass
Knapweeds-Russian, Diffuse, Spotted
Field Dodder (Tar Weed)
Water Hemlock
Medusahead Rye
Puncturevine
Kochia
Perennial Pepperweed
Myrtle Spurge

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

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

discuss setting the floating railroad easement that crosses the County, Park District and MCGG property south of Fuller Canyon Rd to Hinton St. The Howard and Beth Bryant Foundation would incur the cost of establishing a legal description for the easement and any recording fees.

As the easement is written it is a 25 ' utility easement that floats across the entirety of the parcels until a utility is placed. No utility has been placed or is currently planned for the future. This makes it nearly impossible to build on any of these parcels without a great deal of hardship. Setting the easement in a permanent place would allow development in this area. Willow Creek Park District and Morrow County Grain Growers have reviewed and approved the placement of the easement as per the illustration.

As the County owns the easement the Commissioners would have to agree with this action before we can move forward with setting the easement.

2. FISCAL IMPACT:

none

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

agreement from the Commisioners to set/fix the easement as per the map. this will allow me to proceed with investing in the legalities and surveys.

Attach additional background documentation as needed.

PROPOSED MODIFICATION OF EASEMENT
IN THE CITY OF HEPPNER

REFER TO INSTRUMENT #2016-37574
OF THE MORROW COUNTY RECORDS.

FULLER CYN.

PROPOSED EASEMENT
CENTERLINE

HEPPNER HIGHWAY
HIGHWAY 74

NORTHERN LINE FORMER
UNION PACIFIC RAILROAD



2S26E27AC-1000

2S26E27AC-1100

2S26E27AC-1100

2S26E27-1400

RIVERSIDE AVE.

Ferguson
Surveying
Engineering



Scale: 1" = 60'

P.O. BOX 519, 210 E MAIN
MT. VERNON, OR 97866
PHONE (541) 932-4520
FAX (541) 932-4430
EMAIL: djs@worstelco.net

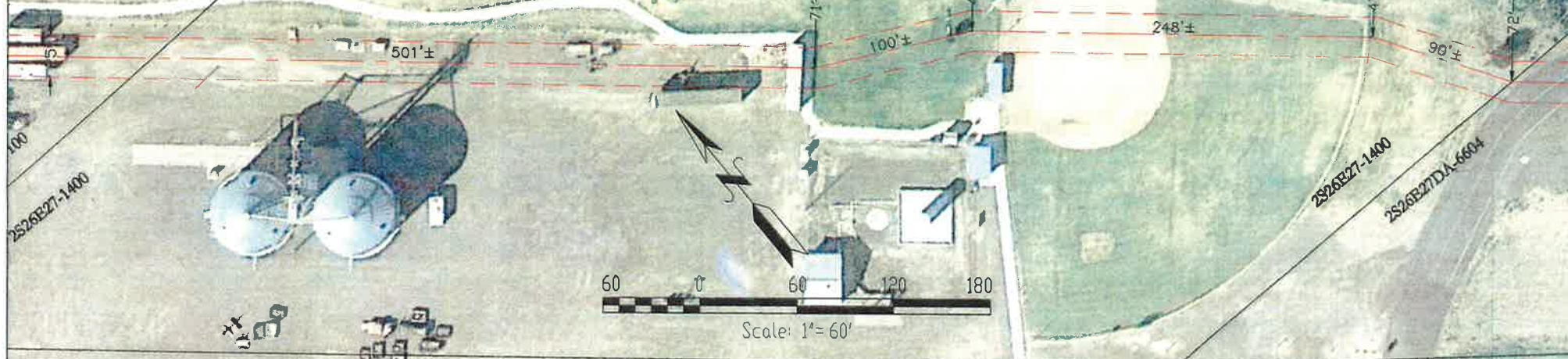
MATCH SHEET 1
SHEET 2

MATCH SHEET 1
SHEET 2

HEPPNER HIGHWAY
HIGHWAY 74

MATCH SHEET 2

MATCH SHEET 3



Ferguson Surveying



Engineering

P.O. BOX 519 210 E MAIN
 MT. VERNON, OR 97865
 PHONE (541) 932-4320
 FAX (541) 932-4301
 EMAIL djse@erielco.net

MATCH SHEET 1

MATCH SHEET 3

HEPPNER HIGHWAY
HIGHWAY 74

2S26E27DA-6603

2S26E27DA-6602

2S26E27DA-6600

224' ±

532' ±

RIVERSIDE AVE.

Gerguson Surveying
Engineering



Scale: 1" = 60'

P.O. BOX 519, 210 E. MAIN
MT. VERNON, OR 97865
PHONE (541) 932-4520
FAX (541) 932-4480
EMAIL gjs@oregon.net

AGENDA ITEM COVER SHEET

Morrow County Board of Commissioners

(Page 2 of 2)

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

Morrow County Public works had solicited for bids to build a perimeter fence surrounding the new acquired N. end Boardman property for the Road Dept. This was advertised on the website along with the East Oregonian the range 5/18/2018 to 5/23/2018.

On May 24, 2018 one bid had been received and careful review of the proposed.

2. FISCAL IMPACT:

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

After careful review of the requested bids, Public works would like BOC to award the North Morrow Lot Fencing Project to Farm City Fence, LLC for the amount of \$47,450.00.

Attach additional background documentation as needed.



PUBLIC WORKS DEPARTMENT

Airport General Maintenance Road Department Parks Waste Management

365 W. Highway 74
P.O. Box 428
Lexington, OR. 97839
Phone: (541) 989-9500
Fax: (541) 989-8352

Matt Scrivner
Director

Eric Imes
Asst. Road Master

Sandi Pointer
Management Asst.

Kirsti Cason
Administrative Asst.

5/24/2018

Bid opening for North Morrow Lot Fencing Project

1. *FARM CITY FENCE, LLC*
2. *[Signature]*
3. *[Signature]*

Amount \$ *47,450.00*
Amount \$ *[Signature]*
Amount \$ *[Signature]*

Eric L. Imes



PUBLIC WORKS DEPARTMENT

Airport General Maintenance Road Department Parks Waste Management

365 W. Highway 74
P.O. Box 428
Lexington, OR. 97839
Phone: (541) 989-9500
Fax: (541) 989-8352

Matt Scrivner
Director

Eric Imes
Asst. Road Master

Sandi Pointer
Management Asst.

Kirsti Cason
Administrative Asst.

5/24/2018

Bid opening for North Morrow Lot Fencing Project

1. Farm City Fence, LLC
2. /
3. /

Amount \$ 47,450.00
Amount \$ /
Amount \$ /

only 1 Bid Received

Kirsti Cason
May 24, 2018
Kirsti Cason



PUBLIC WORKS DEPARTMENT

Airport General Maintenance Road Department Parks Waste Management

365 W. Highway 74
P.O. Box 428
Lexington, OR. 97839
Phone: (541) 989-9500
Fax: (541) 989-8352

Matt Scrivner
Director

Eric Imes
Asst. Road Master

Sandi Pointer
Management Asst.

Kirsti Cason
Administrative Asst.

5/24/2018

Bid opening for North Morrow Lot Fencing Project

1. FARMcity - LLC
2.
3.

Amount \$ 47,450⁰⁰
Amount \$
Amount \$

INVITATION TO BID
For
MORROW COUNTY
NORTH MORROW LOT FENCING PROJECT
MORROW COUNTY PUBLIC WORKS DEPARTMENT
MORROW COUNTY, OREGON
May, 2018

Sealed Bids for the "MORROW COUNTY, NORTH MORROW LOT FENCING PROJECT" will be received by the Morrow County Public Works Department, 365 West Highway 74 (P.O. Box 428), Lexington, Oregon, 97839, until 3:00 p.m. local time on Thursday, May 24, 2018. The bids will be publicly opened and read at the Morrow County Public Works Department, 365 West Highway 74, Lexington, Oregon, at 4:00 p.m. local time on Thursday, May 24, 2018. First Tier Subcontractor Disclosure Forms will be accepted until 5:00 p.m. on date of the bid opening.

The County may reject 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 of the County that it is in the public interest to do so. The bidder must be registered with the Construction Contractors Board.

The work will consist of constructing 1884' feet of 6' high chain link fencing with triple barbed wire top, and one set of double 12' wide gates. The fencing materials and construction shall be similar to the new yard fence at the Morrow County Public Department, 365 West Highway, Lexington, Oregon. The contractor will provide all material and labor necessary to complete the project.

This is a MORROW COUNTY Project by and through THE MORROW COUNTY PUBLIC WORKS DEPARTMENT, fully funded by Morrow County and is subject to the current Oregon Bureau of Labor and Industries (BOLI) Prevailing Wage Rates.

A Bid Bond in the amount of 10% of the bid amount is required with the proposal. Performance and Payment Bonds in the amount of the contract bid amount will be required of the successful bidder.

The contractor will not be required to have an asbestos abatement license under ORS 468A.720.

Plans and Bidding Documents may be obtained at online at <http://www.co.morrow.or.us/rfps> or by contacting the Morrow County Public Works Department at (541) 989-9500.

For additional information, questions or concerns, contact Sandi Pointer by e-mail at spointer@co.morrow.or.us or by phone at (541) 989-9500.

MORROW COUNTY is an equal opportunity employer.

Matt Scrivner
Morrow County Public Works Director.

4. The undersigned contractor submits that the lump sum total price set forth herein as the cost at which he (or they) will perform the work involved.

Bidder understands that the MORROW COUNTY reserves the right to reject any or all bids and to waive informalities in the bidding.

The Bidder agrees that this bid shall be good and may not be withdrawn for a period of sixty (60) calendar days after the scheduled closing time for receiving bids.

By submission of this BID, each BIDDER certifies that this BID has been arrived at independently, without consultation, communication, or agreement as to any matter relating to this BID with any other BIDDER or with any competitor.

BIDDER hereby agrees to commence WORK under this contract on or after a date to be specified in the NOTICE TO PROCEED and to fully complete the PROJECT within 30 calendar day thereafter.

The work will consist of constructing 1884' feet of 6' high chain link fencing with triple barbed wire top, and one set of double 12' wide gates.

LUMP SUM TOTAL AMOUNT \$ 47,450.00

BIDDER SIGNATURE:  DATE: 5-21-18

Ferguson Surveying



Engineering

P.O. BOX 519, 310 F MAIN
MT VERNON, OR 97203
PHONE (541)832-4520
EMAIL af@ferretelco.net

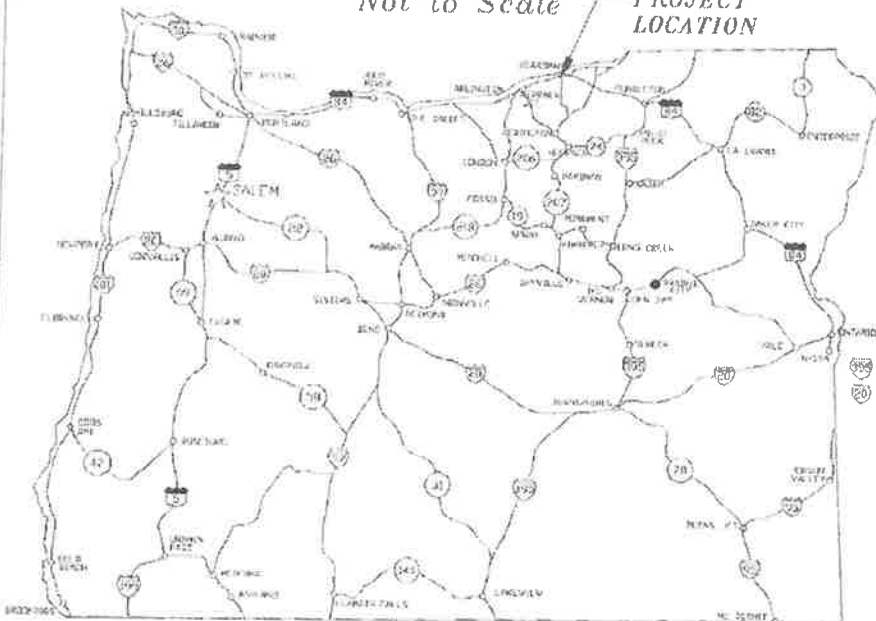
North Morrow Lot Fencing Sheet 1 of 2

INDEX
SHEET 1 - COVER SHEET & INDEX
SHEET 2 - LOT FENCING PLAN

LOCATION MAP

Not to Scale

PROJECT
LOCATION



OREGON



578.75' Fence Length

NOTES:

- 1) Install 6' high chain link fence with triple barbed wire on extension arms. Fence shall be of similar construction as the recently constructed yard fence at the Morrow County Public Works Yard located at 365 West Highway 74, Lexington, Oregon, 97839
- 2) Install new fence 6" inside of property line. Do not disturb survey monuments.

Double 12' Gates

29.93' Access Easement

North Morrow Lot Fencing
Total Fencing = 1883.87'
Double 12' Gates

398.51' Fence Length

PROPERTY CORNER SURVEY MARKER,
DO NOT DISTURB

360.93' Fence Length



Scale: 1" = 40'

1900 lot 2 Complete line Fence 1-5/8" Top 2-3/8" Line
 @ 2 7/8 corners

579.68' Fence Length

RECEIVED MAY 24 2018

11:10

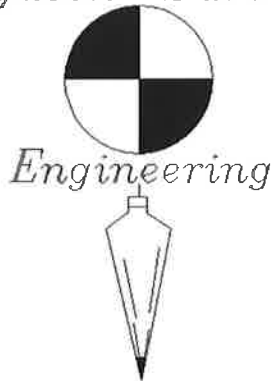
Sprinter

ENTER

**MORROW COUNTY
NORTH MORROW LOT FENCING PROJECT
MORROW COUNTY PUBLIC WORKS DEPARTMENT
MORROW COUNTY, OREGON
May, 2018**

BIDDING DOCUMENTS

Ferguson Surveying



*P.O. BOX 519, 210 E. MAIN
MT. VERNON, OR 97865
PHONE (541)932-4520
FAX (541)932-4430
EMAIL dfse@oretelco.net*



Morrow County Public Works
365 West Hwy. 74, P.O. Box 428
Lexington, OR 97839
Phone 541-989-9500

INDEX
For
MORROW COUNTY
NORTH MORROW LOT FENCING PROJECT
MORROW COUNTY PUBLIC WORKS DEPARTMENT
MORROW COUNTY, OREGON
May, 2018

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INVITATION TO BID
For
MORROW COUNTY
NORTH MORROW LOT FENCING PROJECT
MORROW COUNTY PUBLIC WORKS DEPARTMENT
MORROW COUNTY, OREGON
May, 2018

Sealed Bids for the “**MORROW COUNTY, NORTH MORROW LOT FENCING PROJECT**” will be received by the Morrow County Public Works Department, 365 West Highway 74 (P.O. Box 428), Lexington, Oregon, 97839, until 3:00 p.m. local time on Thursday, May 24, 2018. The bids will be publicly opened and read at the Morrow County Public Works Department, 365 West Highway 74, Lexington, Oregon, at 4:00 p.m. local time on Thursday, May 24, 2018. First Tier Subcontractor Disclosure Forms will be accepted until 5:00 p.m. on date of the bid opening.

The County may reject 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 of the County that it is in the public interest to do so. The bidder must be registered with the Construction Contractors Board.

The work will consist of constructing 1884’ feet of 6’ high chain link fencing with triple barbed wire top, and one set of double 12’ wide gates. The fencing materials and construction shall be similar to the new yard fence at the Morrow County Public Department, 365 West Highway, Lexington, Oregon. The contractor will provide all material and labor necessary to complete the project.

This is a MORROW COUNTY Project by and through THE MORROW COUNTY PUBLIC WORKS DEPARTMENT, fully funded by Morrow County and is subject to the current Oregon Bureau of Labor and Industries (BOLI) Prevailing Wage Rates.

A Bid Bond in the amount of 10% of the bid amount is required with the proposal. Performance and Payment Bonds in the amount of the contract bid amount will be required of the successful bidder.

The contractor will not be required to have an asbestos abatement license under ORS 468A.720.

Plans and Bidding Documents may be obtained at online at <http://www.co.morrow.or.us/rfps> or by contacting the Morrow County Public Works Department at (541) 989-9500.

For additional information, questions or concerns, contact Sandi Pointer by e-mail at spointer@co.morrow.or.us or by phone at (541) 989-9500.

MORROW COUNTY is an equal opportunity employer.

Matt Scrivner
Morrow County Public Works Director.

PROJECT PROPOSAL and BID
FOR
MORROW COUNTY
NORTH MORROW LOT FENCING PROJECT
MORROW COUNTY PUBLIC WORKS DEPARTMENT
MORROW COUNTY, OREGON
May, 2018

TO FURNISH ALL LABOR, TOOLS, EQUIPMENT, MATERIALS AND SERVICES REQUIRED FOR THE CONSTRUCTION OF THE "MORROW COUNTY, NORTH MORROW LOT FENCING PROJECT", AS SHOWN HEREIN, ALL IN ACCORDANCE WITH THE PROJECT PLANS, BIDDING DOCUMENTS AND CONTRACT, WHICH ARE ON FILE AT THE MORROW COUNTY PUBLIC WORKS DEPARTMENT, LEXINGTON, OREGON.

Name of Bidder: _____

Address: _____

Phone: _____

Oregon Construction Contractors Board Registration Number: _____

TO: MORROW COUNTY, Heppner, Oregon.

This proposal is submitted as an offer by the undersigned contractor to enter into a contract with MORROW COUNTY by and through THE MORROW COUNTY PUBLIC WORKS DEPARTMENT, for furnishing of all materials, labor, tools, equipment, and services required for construction of the "MORROW COUNTY, NORTH MORROW LOT FENCING PROJECT", for the MORROW COUNTY PUBLIC WORKS DEPARTMENT, as shown by those certain Project Plans and specified in the Bidding Documents that are on file at the MORROW COUNTY PUBLIC WORKS DEPARTMENT, 365 West Highway 74, Lexington, Oregon, 97839, which are conditions hereof with the same force and effect as though they were attached hereto.

This offer is conditioned on the following declarations as to the acts, intentions and understandings of the undersigned contractor and the agreement of MORROW COUNTY by and through the MORROW COUNTY PUBLIC WORKS DEPARTMENT, to the terms and prices herein submitted.

1. The undersigned contractor has examined all of the project plan and drawings and the specifications that are listed therein and their terms and conditions are hereby accepted.
2. Said drawings may be supplemented by additional drawings and specifications in explanation and elaboration thereof, and, if they are not in conflict with those referred to in Paragraph 1 above, they shall have the same force and effect as though they were attached hereto, and, when issued, they shall be accepted as contract documents.
3. The undersigned contractor shall furnish the bonds required by the specifications and comply with all laws of the State of Oregon that are pertinent to the construction contract of this character, although such laws may not have been quoted or referred to in the specifications.

4. The undersigned contractor submits that the lump sum total price set forth herein as the cost at which he (or they) will perform the work involved.

Bidder understands that the MORROW COUNTY reserves the right to reject any or all bids and to waive informalities in the bidding.

The Bidder agrees that this bid shall be good and may not be withdrawn for a period of sixty (60) calendar days after the scheduled closing time for receiving bids.

By submission of this BID, each BIDDER certifies that this BID has been arrived at independently, without consultation, communication, or agreement as to any matter relating to this BID with any other BIDDER or with any competitor.

BIDDER hereby agrees to commence WORK under this contract on or after a date to be specified in the NOTICE TO PROCEED and to fully complete the PROJECT within 30 calendar day thereafter.

The work will consist of constructing 1884' feet of 6' high chain link fencing with triple barbed wire top, and one set of double 12' wide gates.

LUMP SUM TOTAL AMOUNT \$ _____

BIDDER SIGNATURE: _____ DATE: _____

BID BOND
FOR
MORROW COUNTY
NORTH MORROW LOT FENCING PROJECT
MORROW COUNTY PUBLIC WORKS DEPARTMENT
MORROW COUNTY, OREGON
May, 2018

KNOW ALL MEN BY THESE PRESENTS, THAT _____

_____, herein after called the "PRINCIPAL",

and _____,
a corporation duly organized under the laws of the State of _____, having its
principal place of business at _____ in the state of
_____ and authorized to do business in the State of Oregon, as surety, are held and
firmly bound unto MORROW COUNTY by and through THE MORROW COUNTY PUBLIC WORKS
DEPARTMENT, herein after called the "OBLIGEE", in the penal sum of
_____ dollars (\$_____),
for the payment of which, will and truly to be made, we find ourselves, our heirs, executors,
administrators, successors and assigns, jointly and severally, firmly by these present.

The CONDITIONS of this BOND ARE SUCH that, whereas the PRINCIPAL herein is herewith
submitting a bid proposal for "MORROW COUNTY, NORTH MORROW LOT FENCING
PROJECT", said bid proposal by reference thereto, being made a part hereof.

NOW, THEREFORE, if the said bid proposal submitted by the said PRINCIPAL be accepted, and the
contract be awarded to said PRINCIPAL, and if the said PRINCIPAL shall execute the proposed contract
and shall furnish such performance and payment bonds as required by the bidding and Contract
Documents within the time fixed by said documents, then this obligation shall be void; if the PRINCIPAL
shall fail to execute the proposed contract and furnish said bond, the SURETY hereby agrees to pay to the
OBLIGEE the penal sum as liquidated damages.

Signed and Sealed this _____ day of _____, 2018

PRINCIPAL

By

Surety

By Attorney-in-fact

(A certified copy of the agent's Power-of-Attorney must be attached hereto.)

**FIRST TIER SUBCONTRACTOR DISCLOSURE FORM
FOR
MORROW COUNTY
NORTH MORROW LOT FENCING PROJECT
MORROW COUNTY PUBLIC WORKS DEPARTMENT
MORROW COUNTY, OREGON
May, 2018**

As Per OAR 137-040-0017

BID CLOSING DATE & TIME: May 24, 2018 at 3:00 p.m.

DISCLOSURE DEADLINE: May 24, 2018 at 5:00 p.m.

BID OPENING: May 24, 2018 at 4:00 p.m.

This form must be submitted at the location specified in the Information for Bidders on the advertised bid opening date and within two working hours after the advertised bid opening time.

List below the name of each subcontractor that will be furnishing labor or will be furnishing labor and materials and that is required to be disclosed, the category of work that the subcontractor will be performing and the dollar value of the subcontract. Enter "NONE" if there are no subcontractors that need to be disclosed. (ATTACH ADDITIONAL SHEETS IF NEEDED.)

NAME OF SUBCONTRACTOR	DOLLAR VALUE	CATEGORY OF WORK

Failure to submit this form by the disclosure deadline will result in a non-responsive bid. A non-responsive bid will not be considered for award.

Form submitted by (bidder name): _____

Phone No.: _____

BIDDER'S CERTIFICATION STATEMENTS
FOR
MORROW COUNTY
NORTH MORROW LOT FENCING PROJECT
MORROW COUNTY PUBLIC WORKS DEPARTMENT
MORROW COUNTY, OREGON
May, 2018

As required by certain OREGON REVISED STATUTES (ORS)

The Bidder, _____, certifies to the following:
Company Name

- 1) Bidder is registered with the OREGON CONSTRUCTION CONTRACTORS REGISTRATION BOARD in accordance with ORS 701.021 through 701.128. The Bidder certifies that Registration Number _____ allows his/her company to perform work on Public Works Projects and that this registration is current and valid. The Bidder further certifies that, if awarded the contract, all subcontractors performing work will be registered with the OREGON CONSTRUCTION CONTRACTORS REGISTRATION BOARD in accordance with ORS 701.021 through 701.128 prior to the subcontractors commences work under the contract.
- 2) On all public contracts exceeding \$50,000 and not covered under the Federal Davis-Bacon Act, the Bidder will comply with the applicable provisions of the Oregon Prevailing Wage Law, ORS 279C.800 through 279C.870, which provides input for the payment of not less than the prevailing wage rates including fringe benefits, the posting of wage rates on the job site, the furnishing of payroll certificates and other requirements. In addition, the Bidder will comply with ORS 279C.838, if applicable, and ORS 279C.840.
- 3) The Bidder is in compliance with State of Oregon tax laws in accordance with ORS 305.385
- 4) The Bidder, in accordance with ORS 279A.110, does not discriminate against minorities, women, or emerging small business enterprises in obtaining subcontractors.
- 5) The Bidder is a ____ [Non-resident] ____ [Resident] (check correct designation) as defined under ORS 279A.120. "Resident bidder" means a bidder that has paid unemployment taxes or income taxes in this state during the 12 calendar months immediately preceding submission of the bid and has a business address in the State or Oregon.
- 6) As per the requirements of Oregon law for public contracts Prevailing Wage Rates; under ORS 279C.365 (g), each bid shall contain a statement by the BIDDER that the provisions of ORS 279C.840 are complied with. () Yes () No

Bidder Signature: _____ Date: _____

Title: _____

**DO NOT FILL OUT THE FOLLOWING CONTRACT AND
CERTIFICATION OF WORKER'S COMPENSATION
COVERAGE FOR BIDDING**

**CONTRACT
FOR
MORROW COUNTY
NORTH MORROW LOT FENCING PROJECT
MORROW COUNTY PUBLIC WORKS DEPARTMENT
MORROW COUNTY, OREGON
May, 2018**

THIS CONTRACT, made and entered into in duplicate, this _____ day of _____, 2018 by and between MORROW COUNTY, by and through THE MORROW COUNTY PUBLIC WORKS DEPARTMENT, hereinafter called "Agency" and _____, hereinafter called "Contractor".

Federal Tax ID No.

WITNESSETH:

That the said Contractor, in consideration of the LUMP SUM TOTAL AMOUNT OF \$ _____, to be paid by the Agency in the manner and at the time herein provided, and in consideration of the other covenants and agreements herein contained, hereby agrees to perform and complete the work herein described and provided for and to furnish all necessary machinery, tools, apparatus, equipment, supplies, materials and labor and do all things in accordance with the applicable Plans, the applicable Specifications, the Bidding Documents bound herewith, and in accordance with such alterations or modifications of the same as may be made by the Agency, and according to such directions as may from time to time be made or given by the Engineer under the authority of the Agency.

That the applicable Plans, the applicable Specifications, the Bidding Documents bound herewith are hereby specifically referred to and by this reference made a part hereof, and shall by such reference have the same force and effect as though all of the same were fully written or inserted herein.

That the Contractor shall faithfully complete and perform all the obligation of this contract, and in particular shall promptly, as due, make payment of all just debts, dues, demands and obligations incurred in the performance of said contract; and shall not permit any lien or claim to be filed or prosecuted against the Agency. It is expressly understood that this contract in all things shall be governed by the laws of the State of Oregon.

In consideration of the faithful performance of all of the obligations, both general and special, herein set out, and in consideration of the faithful performance of the work as set forth in this contract, the applicable Plans, the applicable Specifications, the Bidding Documents, and Bid Schedule, containing the contract prices, and all general and detailed specifications and plans which are a part hereof, and in accordance with the directions of the Engineer, to his satisfaction, the Agency agrees to pay to the said Contractor the amount earned, as determined from the actual

quantities of work performed and the prices and other basis of payment specified, taking into consideration any amounts that may be deductible under the terms of the contract, and to make such payments in the manner and at the times provided in the Bidding documents.

The Contractor agrees to complete the work within the time specified herein and to accept as full payment hereunder the amounts completed as determined by the contract documents.

The Contractor agrees to indemnify and save harmless the Agency from any and all defects appearing or developing in the materials furnished and the workmanship performed under this contract for a period of one year after the date of final acceptance of the contract work by the Agency.

The provisions contained in these Contract Documents relating to prevailing wage rates are made a part of this Contract as completely as if the same were fully set forth herein. It is agreed the time limit for substantial completion of the Contract, based upon the proposal as specified by the Agency shall be thirty (30) calendar days after the date of the written Notice to Proceed.

MORROW COUNTY

CONTRACTOR

By: _____
Don Russell, Chair
Morrow County Board of Commissioners

By: _____

By: _____
Jim Doherty, Vice-Chair
Morrow County Board of Commissioners

Title: _____

By: _____
Melissa Lindsay, Commissioner
Morrow County Board of Commissioners

IN WITNESS WHEREOF, The parties hereto have subscribed their names and affixed their respective official seals as of the date first above written.

**MORROW COUNTY
NORTH MORROW LOT FENCING PROJECT
MORROW COUNTY PUBLIC WORKS DEPARTMENT
MORROW COUNTY, OREGON
May, 2018**

CERTIFICATION OF WORKERS COMPENSATION COVERAGE

The Contractor, for the purposes of this contract, hereby certifies that it is currently providing Oregon Workers, Compensation coverage for all its employees and will maintain coverage throughout the course of the project through one of the following methods:

1. "Carrier-Insured Employer" (State accident Insurance Fund Corp. or other authorized insurer.)

Insurance Company Name _____

ID/Policy Number _____

2. "Self-Insured Employer" (Certified by the Workers' Compensation Division)

ID number as assigned by the
Workers Compensation Division _____

3. I am an independent contractor and will perform all work under this contract without the assistance of others.

In the event of cancellation or change in the information above, Contractor certifies that it will immediately notify the MORROW COUNTY of said cancellation or change and will obtain alternative coverage.

Dated _____ 2018

(Contractor's Signature)

REMINDER – ADDITIONAL INFORMATION NEEDED

Has your insurance carrier filed with Oregon Workers' Compensation Division a guaranty contract as proof of coverage for your employees in Oregon?

For filing information, contact the Workers' Compensation Division at Labor and Industries Building: Salem, OR 97310; Phone (503) 947-7810

**PREVAILING WAGE RATES
FOR
MORROW COUNTY
NORTH MORROW LOT FENCING PROJECT
MORROW COUNTY PUBLIC WORKS DEPARTMENT
MORROW COUNTY, OREGON
May, 2018**

The Prevailing Wage Rates for this project, effective January 1, 2018, are available at The Oregon Bureau of Labor and Industries web site:

http://www.oregon.gov/boli/WHD/PWR/Pages/pwr_state.aspx

or by contacting The Oregon Bureau of Labor and Industries, 800 NE Oregon St., Suite 1045 Portland OR 97232-2180 Telephone (971) 673-0761 TDD (971) 673-0766.

Ferguson Surveying



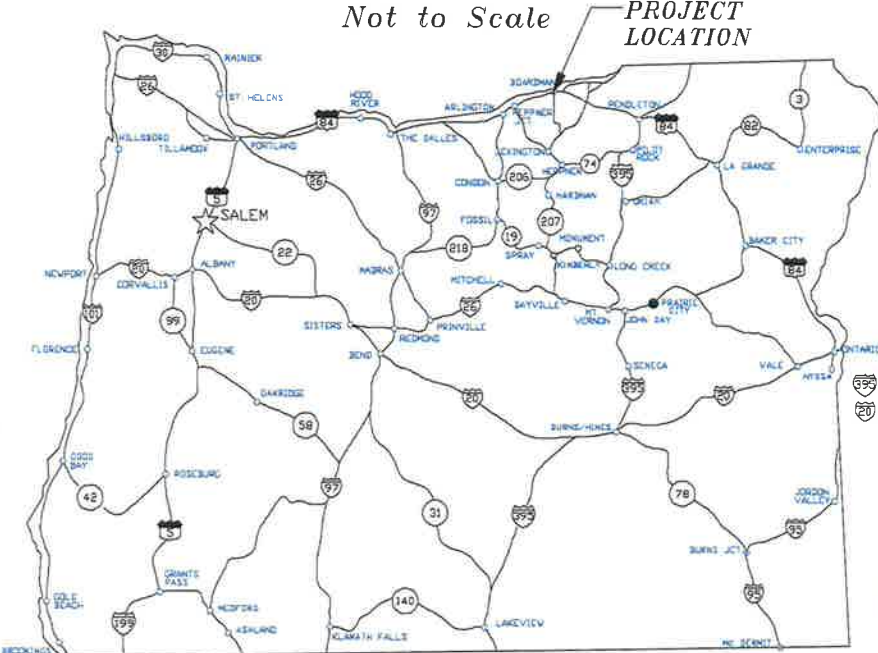
P.O. BOX 519, 210 E. MAIN
MT. VERNON, OR 97865
PHONE (541)932-4520
EMAIL afse@oretelco.net

North Morrow Lot Fencing Sheet 1 of 2

INDEX
SHEET 1 - COVER SHEET & INDEX
SHEET 2 - LOT FENCING PLAN

LOCATION MAP

Not to Scale PROJECT LOCATION



OREGON



578.75' Fence Length

NOTES:

- 1) Install 6' high chain link fence with triple barbed wire on extension arms. Fence shall be of similar construction as the recently constructed yard fence at the Morrow County Public Works Yard located at 365 West Highway 74, Lexington, Oregon, 97839
- 2) Install new fence 6" inside of property line
Do not disturb survey monuments.

29.93'
Access Easement

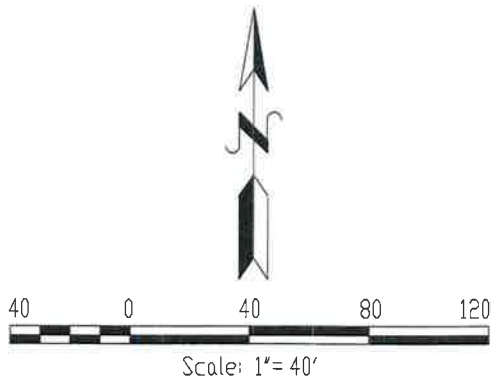
Double 12' Gates

North Morrow Lot Fencing
Total Fencing = 1883.87'
Double 12' Gates

398.51' Fence Length

350.93' Fence Length

• PROPERTY CORNER SURVEY MARKER,
DO NOT DISTURB



579.68' Fence Length

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

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

Morrow County Public works had solicited for bids to install a scale pit foundation at the North end Transfer-station. This was advertised on the website along with the East Oregonian the range 5/18/2018 to 5/23/2018.

On May 24, 2018 one bid had been received and careful review of the proposed.

2. FISCAL IMPACT:

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

After careful review of the requested bids, Public works would like BOC to award Scale Pit foundation Project to Silver Creek Contracting, LLC in the amount of \$31,805.40.

Attach additional background documentation as needed.



PUBLIC WORKS DEPARTMENT

Airport General Maintenance Road Department Parks Waste Management

365 W. Highway 74
P.O. Box 428
Lexington, OR. 97839
Phone: (541) 989-9500
Fax: (541) 989-8352

Matt Scrivner
Director

Eric Imes
Asst. Road Master

Sandi Pointer
Management Asst.

Kirsti Cason
Administrative Asst.

5/24/2018

Bid opening North Transfer Station Scale Pit Foundation

1. Silver Creek Contracting, LLC
- 2.
- 3.

Amount \$ 31,805.40
Amount \$
Amount \$

Only 1 Bid Received

Kirsti Cason
May 24, 2017
Kirsti Cason



PUBLIC WORKS DEPARTMENT

Airport General Maintenance Road Department Parks Waste Management

365 W. Highway 74
P.O. Box 428
Lexington, OR. 97839
Phone: (541) 989-9500
Fax: (541) 989-8352

Matt Scrivner
Director

Eric Imes
Asst. Road Master

Sandi Pointer
Management Asst.

Kirsti Cason
Administrative Asst.

5/24/2018

Bid opening North Transfer Station Scale Pit Foundation

- | | | | |
|----|------------------------------|-----------|--------------|
| 1. | Silver Creek Contracting LLC | Amount \$ | 31,805.40 |
| 2. | 0 | Amount \$ | 0 |
| 3. | 0 | Amount \$ | 0 |

Sandi Pointer

PROJECT PROPOSAL FORM
FOR
MORROW COUNTY
NORTH END TRANSFER STATION
SCALE PIT FOUNDATION PROJECT
MORROW COUNTY PUBLIC WORKS DEPARTMENT
MORROW COUNTY, OREGON
May, 2018

TO FURNISH ALL LABOR, TOOLS, EQUIPMENT, MATERIALS AND SERVICES REQUIRED FOR THE CONSTRUCTION OF THE **"MORROW COUNTY NORTH END TRANSFER STATION SCALE PIT FOUNDATION PROJECT"**, AS SHOWN IN THE BID SCHEDULE, ALL IN ACCORDANCE WITH THE PROJECT PLANS, BIDDER'S PACKET AND CONTRACT DOCUMENTS, WHICH ARE ON FILE AT THE MORROW COUNTY PUBLIC WORKS DEPARTMENT, LEXINGTON, OREGON.

Name of Bidder: Silver Creek Contracting LLC

Address: PO Box 994
Heppner OR 97836

Phone: 541 626 2060

Oregon Construction Contractors Board Registration Number: 202075

TO: MORROW COUNTY, Heppner, Oregon.

This proposal is submitted as an offer by the undersigned contractor to enter into a contract with MORROW COUNTY by and through THE MORROW COUNTY PUBLIC WORKS DEPARTMENT, for furnishing of all materials, labor, tools, equipment, and services required for construction of the **"MORROW COUNTY NORTH END TRANSFER STATION SCALE PIT FOUNDATION PROJECT"**, for the MORROW COUNTY PUBLIC WORKS DEPARTMENT, as shown by those certain Project Plans and specified in the Bidder's Packet and Contract Documents that are on file at the MORROW COUNTY PUBLIC WORKS DEPARTMENT, 365 West Highway 74, Lexington, Oregon, 97839, which are conditions hereof with the same force and effect as though they were attached hereto.

This offer is conditioned on the following declarations as to the acts, intentions and understandings of the undersigned contractor and the agreement of MORROW COUNTY by and through the MORROW COUNTY PUBLIC WORKS DEPARTMENT, to the terms and prices herein submitted.

1. The undersigned contractor has examined all of the project plan and drawings and the specifications that are listed therein and their terms and conditions are hereby accepted.
2. Said drawings may be supplemented by additional drawings and specifications in explanation and elaboration thereof, and, if they are not in conflict with those referred to in Paragraph 1 above, they shall have the same force and effect as though they were attached hereto, and, when issued, they shall be accepted as contract documents.

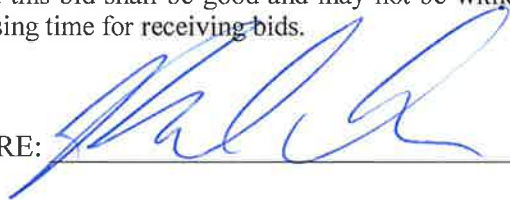
3. Quantities stated in connection with the bid schedule for the contract submitted herewith are approximate only, and payment shall be made on the unit prices named for the actual quantities incorporated in the completed work. Only those items for which estimated quantities are given may be increased or decreased at the unit prices named. If there shall be an increase or decrease in the total payment for an item covered by a lump-sum price, it shall be made only as the result of negotiation between the undersigned contractor and the Agency.
4. The undersigned contractor shall furnish the bonds required by the specifications and comply with all laws of the State of Oregon that are pertinent to the construction contract of this character, although such laws may not have been quoted or referred to in the specifications.
5. The undersigned contractor submits the unit prices set forth in the BID SCHEDULE as those at which he (or they) will perform the work involved. The extensions in the column headed "Total Cost" are made for the sole purpose of facilitating comparison bids. If there are any discrepancies between the unit prices and the total amounts shown, the unit price shall govern
6. All scheduled items for which forms are provided herein shall be completed in full by the showing of a unit or lump sum price for each item thereof.
7. Unit prices that are lump sums for a combination of items herein named, shall be used as the basis for computation of the total compensation to be received by the undersigned, all in accordance with the completed schedule of prices attached hereto and incorporated herein by reference.

The referenced unit prices shall include all labor, transportation, materials, equipment, overhead, profit, insurance, etc., to cover the finished work of several kinds called for.

Bidder understands that the MORROW COUNTY reserves the right to reject any or all bids and to waive informalities in the bidding.

The Bidder agrees that this bid shall be good and may not be withdrawn for a period of sixty (60) calendar days after the scheduled closing time for receiving bids.

BIDDER SIGNATURE: _____



DATE: 5-24-18

BID PROPOSAL
FOR
MORROW COUNTY
NORTH END TRANSFER STATION
SCALE PIT FOUNDATION PROJECT
MORROW COUNTY PUBLIC WORKS DEPARTMENT
MORROW COUNTY, OREGON
May, 2018

Proposal of Silver Creek Contracting LLC, hereinafter called "BIDDER", organized and existing under the laws of the State of OREGON, doing business as

Silver Creek Contracting LLC,
(Bidder's Company Name)

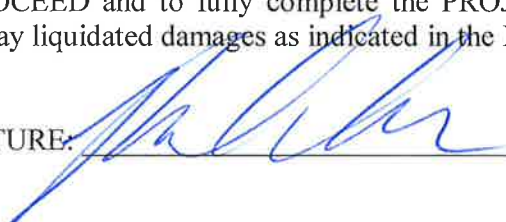
to **MORROW COUNTY** by and through **THE MORROW COUNTY PUBLIC WORKS DEPARTMENT**, Lexington, Oregon, hereinafter called "AGENCY".

In compliance with the INVITATION TO BID, BIDDER hereby proposes to perform all WORK for the construction of the "MORROW COUNTY NORTH END TRANSFER STATION SCALE PIT FOUNDATION PROJECT", in strict accordance with the CONTRACT DOCUMENTS, within the time set forth therein, and at the prices stated below.

By submission of this BID, each BIDDER certifies that this BID has been arrived at independently, without consultation, communication, or agreement as to any matter relating to this BID with any other BIDDER or with any competitor.

BIDDER hereby agrees to commence WORK under this contract on or after a date to be specified in the NOTICE TO PROCEED and to fully complete the PROJECT within the Project Schedule. BIDDER further agrees to pay liquidated damages as indicated in the INFORMATION TO BIDDERS.

BIDDER SIGNATURE:




DATE:

5-24-18

**BID SCHEDULE
FOR
MORROW COUNTY
NORTH END TRANSFER STATION
SCALE PIT FOUNDATION PROJECT
MORROW COUNTY PUBLIC WORKS DEPARTMENT
MORROW COUNTY, OREGON
May, 2018**

ITEM NO.	ITEM DESCRIPTION	UNIT OF MEASURE	QUANTITY	UNIT PRICE	TOTAL COST
1	Mobilization	Lump Sum	1	\$ _____	\$1,000.00 _____
2	Steel Reinforcement for Concrete	Lbs	2065	\$5.16 _____	\$10,655.40 _____
3	Concrete (3300 psi)	Cu. Yds.	31	\$650.00 _____	\$ 20,150.00 _____

TOTAL BID AMOUNT \$ 31,805.40

By: 
Signature

Company Name: Silver Creek Contracting LLC

Print Name: Michael Duna

Mailing Address: PO Box 994

Title: Member

Heppner, OR 97836

Telephone: 541-626-2060

Oregon CCB No.: 202075

BID BOND
FOR
MORROW COUNTY
NORTH END TRANSFER STATION
SCALE PIT FOUNDATION PROJECT
MORROW COUNTY PUBLIC WORKS DEPARTMENT
MORROW COUNTY, OREGON
May, 2018

KNOW ALL MEN BY THESE PRESENTS, THAT Silver Creek Contracting, Inc.
_____, herein after called the "PRINCIPAL",

and Nationwide Mutual Insurance Company,
a corporation duly organized under the laws of the State of Iowa, having its
principal place of business at 1100 Locust St. Dept 2006, Des Moines, IA 50391-2006 in the state of
Iowa and authorized to do business in the State of Oregon, as surety, are held and
firmly bound unto MORROW COUNTY by and through THE MORROW COUNTY PUBLIC WORKS
DEPARTMENT, herein after called the "OBLIGEE", in the penal sum of
---Ten Percent of Total Amount Bid--- dollars (\$ ---10% of Bid---),
for the payment of which, will and truly to be made, we find ourselves, our heirs, executors,
administrators, successors and assigns, jointly and severally, firmly by these present.


The CONDITIONS of this BOND ARE SUCH that, whereas the PRINCIPAL herein is herewith
submitting a bid proposal for "**MORROW COUNTY NORTH END TRANSFER STATION SCALE
PIT FOUNDATION PROJECT**", said bid proposal by reference thereto, being made a part hereof.

NOW, THEREFORE, if the said bid proposal submitted by the said PRINCIPAL be accepted, and the
contract be awarded to said PRINCIPAL, and if the said PRINCIPAL shall execute the proposed contract
and shall furnish such performance and payment bonds as required by the bidding and Contract
Documents within the time fixed by said documents, then this obligation shall be void; if the PRINCIPAL
shall fail to execute the proposed contract and furnish said bond, the SURETY hereby agrees to pay to the
OBLIGEE the penal sum as liquidated damages.

Signed and Sealed this 24th day of May, 2018

Silver Creek Contracting, Inc.
PRINCIPAL

By

Nationwide Mutual Insurance Company
Surety

By **Attorney-in-fact** Alecia Funk
(A certified copy of the agent's Power-of-Attorney must be attached hereto.)

Power of Attorney

KNOW ALL MEN BY THESE PRESENTS THAT:

Nationwide Mutual Insurance Company, an Ohio corporation
National Casualty Company, an Ohio corporation

AMCO Insurance Company, an Iowa corporation
Allied Property and Casualty Insurance Company, an Iowa corporation

hereinafter referred to severally as the "Company" and collectively as "the Companies" does hereby make, constitute and appoint:

ALECIA FUNK

each in their individual capacity, its true and lawful attorney-in-fact, with full power and authority to sign, seal, and execute on its behalf any and all bonds and undertakings, and other obligatory instruments of similar nature, in penalties not exceeding the sum of

ONE MILLION AND NO/100THS DOLLARS \$ 1,000,000.00

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

This power of attorney is made and executed pursuant to and by authority of the following resolution duly adopted by the board of directors of the Company:

"RESOLVED, that the president, or any vice president be, and each hereby is, authorized and empowered to appoint attorneys-in-fact of the Company, and to authorize them to execute and deliver on behalf of the Company any and all bonds, forms, applications, memorandums, undertakings, recognizances, transfers, contracts of indemnity, policies, contracts guaranteeing the fidelity of persons holding positions of public or private trust, and other writings obligatory in nature that the business of the Company may require; and to modify or revoke, with or without cause, any such appointment or authority; provided, however, that the authority granted hereby shall in no way limit the authority of other duly authorized agents to sign and countersign any of said documents on behalf of the Company."

"RESOLVED FURTHER, that such attorneys-in-fact shall have full power and authority to execute and deliver any and all such documents and to bind the Company subject to the terms and limitations of the power of attorney issued to them, and to affix the seal of the Company thereto; provided, however, that said seal shall not be necessary for the validity of any such documents."

This power of attorney is signed and sealed under and by the following bylaws duly adopted by the board of directors of the Company.

Execution of Instruments. Any vice president, any assistant secretary or any assistant treasurer shall have the power and authority to sign or attest all approved documents, instruments, contracts, or other papers in connection with the operation of the business of the company in addition to the chairman of the board, the chief executive officer, president, treasurer or secretary; provided, however, the signature of any of them may be printed, engraved, or stamped on any approved document, contract, instrument, or other papers of the Company.

IN WITNESS WHEREOF, the Company has caused this instrument to be sealed and duly attested by the signature of its officer the 1st day of May, 2017.

Antonio C. Albanese, Vice President of Nationwide Mutual Insurance Company, National Casualty Company, AMCO Insurance Company, Allied Property and Casualty Insurance Company



ACKNOWLEDGMENT

STATE OF NEW YORK, COUNTY OF NEW YORK: ss
On this 1st day of May, 2017, before me came the above-named officer for the Company aforesaid, to me personally known to be the officer described in and who executed the preceding instrument, and he acknowledged the execution of the same, and being by me duly sworn, deposes and says, that he is the officer of the Company aforesaid, that the seal affixed hereto is the corporate seal of said Company, and the said corporate seal and his signature were duly affixed and subscribed to said instrument by the authority and direction of said Company.

BARRY T. BASSIS
Notary Public, State of New York
No. 02BA4656400
Qualified in New York County
Commission Expires April 30, 2019

Notary Public
My Commission Expires
April 30, 2019

CERTIFICATE

I, Laura B. Guy, Assistant Secretary of the Company, do hereby certify that the foregoing is a full, true and correct copy of the original power of attorney issued by the Company; that the resolution included therein is a true and correct transcript from the minutes of the meetings of the boards of directors and the same has not been revoked or amended in any manner; that said Antonio C. Albanese was on the date of the execution of the foregoing power of attorney the duly elected officer of the Company, and the corporate seal and his signature as officer were duly affixed and subscribed to the said instrument by the authority of said board of directors; and the foregoing power of attorney is still in full force and effect.

IN WITNESS WHEREOF, I have hereunto subscribed my name as Assistant Secretary, and affixed the corporate seal of said Company this 24th day of May, 2018.

This power of attorney expires: April 30, 2019

Assistant Secretary

**FIRST TIER SUBCONTRACTOR DISCLOSURE FORM
FOR
MORROW COUNTY
NORTH END TRANSFER STATION
SCALE PIT FOUNDATION PROJECT
MORROW COUNTY PUBLIC WORKS DEPARTMENT
MORROW COUNTY, OREGON
May, 2018**

As Per OAR 137-040-0017
 BID CLOSING DATE & TIME: May 24, 2018 at 3:00 p.m.
 DISCLOSURE DEADLINE: May 24, 2018 at 5:00 p.m.
 BID OPENING: May 24, 2018 at 4:00 p.m.

This form must be submitted at the location specified in the Information for Bidders on the advertised bid opening date and within two working hours after the advertised bid opening time.

List below the name of each subcontractor that will be furnishing labor or will be furnishing labor and materials and that is required to be disclosed, the category of work that the subcontractor will be performing and the dollar value of the subcontract. Enter "NONE" if there are no subcontractors that need to be disclosed. (ATTACH ADDITIONAL SHEETS IF NEEDED.)

NAME OF SUBCONTRACTOR	DOLLAR VALUE	CATEGORY OF WORK
None		

Failure to submit this form by the disclosure deadline will result in a non-responsive bid. A non-responsive bid will not be considered for award.

Form submitted by (bidder name): Silver Creek Contracting LLC

Phone No.: 541-626-2060

BIDDER'S CERTIFICATION STATEMENTS
FOR
MORROW COUNTY
NORTH END TRANSFER STATION
SCALE PIT FOUNDATION PROJECT
MORROW COUNTY PUBLIC WORKS DEPARTMENT
MORROW COUNTY, OREGON
May, 2018

As required by certain OREGON REVISED STATUTES (ORS)

The Bidder, Silver Creek Contracting LLC, certifies to the following:
Company Name

- 1) Bidder is registered with the OREGON CONSTRUCTION CONTRACTORS REGISTRATION BOARD in accordance with ORS 701.021 through 701.128. The Bidder certifies that Registration Number 202075 allows his/her company to perform work on Public Works Projects and that this registration is current and valid. The Bidder further certifies that, if awarded the contract, all subcontractors performing work will be registered with the OREGON CONSTRUCTION CONTRACTORS REGISTRATION BOARD in accordance with ORS 701.021 through 701.128 prior to the subcontractors commences work under the contract.
- 2) On all public contracts exceeding \$50,000 and not covered under the Federal Davis-Bacon Act, the Bidder will comply with the applicable provisions of the Oregon Prevailing Wage Law, ORS 279C.800 through 279C.870, which provides input for the payment of not less than the prevailing wage rates including fringe benefits, the posting of wage rates on the job site, the furnishing of payroll certificates and other requirements. In addition, the Bidder will comply with ORS 279C.838, if applicable, and ORS 279C.840.
- 3) The Bidder is in compliance with State of Oregon tax laws in accordance with ORS 305.385
- 4) The Bidder, in accordance with ORS 279A.110, does not discriminate against minorities, women, or emerging small business enterprises in obtaining subcontractors.
- 5) The Bidder is a [Non-resident] [Resident] (check correct designation) as defined under ORS 279A.120. "Resident bidder" means a bidder that has paid unemployment taxes or income taxes in this state during the 12 calendar months immediately preceding submission of the bid and has a business address in the State or Oregon.
- 6) As per the requirements of Oregon law for public contracts Prevailing Wage Rates; under ORS 279C.365 (g), each bid shall contain a statement by the BIDDER that the provisions of ORS 279C.840 are complied with. Yes No

Bidder Signature:  Date: 5-24-18

Title: Member

BID FOR: MORROW COUNTY NORTH END
TRANSFER STATION SCALE PIT
FOUNDATION PROJECT

Silver Creek Contracting LLC
PO BOX 994
Heppner, OR 97836
CCB: 202075

To Be Opened Only By Authorized Personnel

First Tier Subcontractor Disclosure Form Enclosed

5 points 2.5%

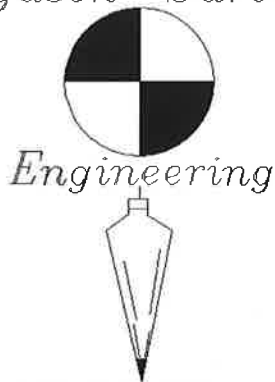
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**MORROW COUNTY
NORTH END TRANSFER STATION
SCALE PIT FOUNDATION PROJECT
MORROW COUNTY PUBLIC WORKS DEPARTMENT
MORROW COUNTY, OREGON**

May, 2018

BIDDER'S PACKET

Ferguson Surveying



*P.O. BOX 519, 210 E. MAIN
MT. VERNON, OR 97865
PHONE (541)932-4520
FAX (541)932-4430
EMAIL dfse@oretelco.net*



Morrow County Public Works
365 West Hwy. 74, P.O. Box 428
Lexington, OR 97839
Phone 541-989-9500

INDEX
For
MORROW COUNTY
NORTH END TRANSFER STATION
SCALE PIT FOUNDATION PROJECT
MORROW COUNTY PUBLIC WORKS DEPARTMENT
MORROW COUNTY, OREGON
May, 2018

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INVITATION TO BID
For
MORROW COUNTY
NORTH END TRANSFER STATION
SCALE PIT FOUNDATION PROJECT
MORROW COUNTY PUBLIC WORKS DEPARTMENT
MORROW COUNTY, OREGON
May, 2018

Sealed Bids for the “**MORROW COUNTY NORTH END TRANSFER STATION SCALE PIT FOUNDATION PROJECT**” will be received by the Morrow County Public Works Department, 365 West Highway 74 (P.O. Box 428), Lexington, Oregon, 97839, until 3:00 p.m. local time on Thursday, May 24, 2018. The bids will be publicly opened and read at the Morrow County Public Works Department, 365 West Highway 74, Lexington, Oregon, at 4:00 p.m. local time on Thursday, May 24, 2018. First Tier Subcontractor Disclosure Forms will be accepted until 5:00 p.m. on date of the bid opening.

The County may reject 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 of the County that it is in the public interest to do so. The bidder must be registered with the Construction Contractors Board.

The work will consist of constructing concrete base and walls as shown in the Project Plans titled “**NORTH END TRANSFER STATION SCALE PIT FOUNDATION**”. The contractor will construct the form work and provide, haul and place concrete reinforcing steel and structural concrete according to the Project Plans. Morrow County Public Works Department will perform all site preparation, excavations and backfill as required.

The work will consist of, but may not be limited to, the following total estimated unit cost quantities:

Mobilization, Lump Sum,1; Steel Reinforcing for Concrete, 1920 Lbs; Concrete (3300 psi), 31 Cu. Yds;

This is a MORROW COUNTY Project by and through THE MORROW COUNTY PUBLIC WORKS DEPARTMENT, fully funded by Morrow County and is subject to the current Oregon Bureau of Labor and Industries (BOLI) Prevailing Wage Rates.

A Bid Bond in the amount of 10% of the bid amount is required with the proposal. Performance and Payment Bonds in the amount of the contract bid amount will be required of the successful bidder.

The contractor will not be required to have an asbestos abatement license under ORS 468A.720.

Plans and Bidding Documents may be obtained at online at <http://www.co.morrow.or.us/rfps> or by contacting the Morrow County Public Works Department at (541) 989-9500.

For additional information, questions or concerns, contact Sandi Pointer by e-mail at spointer@co.morrow.or.us or by phone at (541) 989-9500.

MORROW COUNTY is an equal opportunity employer.

Matt Scrivner
Morrow County Public Works Director.

INFORMATION FOR BIDDERS

MORROW COUNTY (Agency), will receive sealed bids for the “**MORROW COUNTY NORTH END TRANSFER STATION SCALE PIT FOUNDATION PROJECT**”, as shown in the INVITATION TO BID. Each bid shall be submitted in a sealed envelope labeled “**BID FOR: “MORROW COUNTY NORTH END TRANSFER STATION SCALE PIT FOUNDATION PROJECT”**” and shall bear, on its face, the full name of the Bidder with the Bidder’s return address, Oregon Construction Contractors Board Registration Number and the words “To Be Opened Only By Authorized Personnel”.

Sealed bids may be delivered in person to the Morrow County Public Works Department, 365 West Highway 74, Lexington, Oregon, 97839, phone (541) 989-9500 for hours. Bids may be mailed to the Morrow County Public Works Department, P.O. Box 428, Lexington, Oregon, 97839. If sent by mail or other carrier, the sealed bid envelope shall be contained within another envelope.

First-Tier subcontractor disclosure will be required for this project. The First-Tier sub-contractor disclosure form must be submitted either in its bid submission or in a separate sealed envelope within two (2) working hours of the advertised bid closing date and time (see disclosure deadline on the Sub-Contractor Disclosure form). If the disclosure form is included in the bid submission, “***First Tier Subcontractor Disclosure Form Enclosed***” must be marked on the outside of the envelope. If the First Tier Subcontractor Disclosure Form is submitted separately from the bid submission, the enveloped shall be labeled **FIRST TIER SUBCONTRACTOR DISCLOSURE FORM, FOR: “MORROW COUNTY NORTH END TRANSFER STATION SCALE PIT FOUNDATION PROJECT”**, and shall bear on its face the full name of the Bidder with the Bidder’s return address and Oregon Construction Contractors Board Registration Number.

All bids shall be made on enclosed **BID SCHEDULE** form. All blank spaces for bid prices shall be filled in, in ink or typewritten, and the bid schedule form shall be fully completed and executed when submitted. Only one copy of the bid form is required. Using figures, Bidders shall fill in all blank spaces in the Bid Schedule. For each item in the Bid Schedule, Bidders shall enter the unit price and the product of the unit price multiplied by the quantity given. The unit price shall be greater than zero, shall contain no more than two decimal places to the right of the decimal point, and shall be expressed in U.S. dollars and cents (for example, \$150.25 or \$0.37). Bidder shall also enter the Total Bid Amount obtained by adding the sub-totals of all Items in the Bid Schedule. Corrections or changes of item entries shall be in ink, with incorrect entry lined out and correct entry entered and initialed. A conditional or qualified bid will not be accepted.

This project is subject to ORS 279C.800 to 279C.870 (Prevailing Wage Rates).

Once submitted, bids may be modified in writing prior to the scheduled closing date and time for the acceptance of bids as stated in the INVITATION TO BID. Changes must be submitted in sealed envelope labeled “**REVISIONS TO BID, MORROW COUNTY NORTH END TRANSFER STATION SCALE PIT FOUNDATION PROJECT**” and shall bear, on its face, the full name of the Bidder with the Bidder’s return address, Oregon Construction Contractors Board Registration Number and the words “To Be Opened Only By Authorized Personnel”. The bidder shall include a statement, on the Contractor’s company letterhead, signed by an authorized officer, stating that the revised bid submittal supersedes or modifies the prior bid. The Agency shall not accept modifications over the telephone, by fax or e-mail. This does not eliminate a third party hand delivering a revised or modified bid.

Any bid may be withdrawn prior to the scheduled closing date and time for the acceptance of bids set forth in the INVITATION TO BID. A Bidder may withdraw its bid after it has been delivered to the AGENCY’s Office, provided that:

- The written withdrawal request is submitted, in person, on the Bidder's letterhead and includes the name of the project (MORROW COUNTY NORTH END TRANSFER STATION SCALE PIT FOUNDATION PROJECT).
- The request is signed by an individual who is authorized to sign the bid, and proof of authorization to sign the Bid accompanies the withdrawal request;
- The request is received at the location specified for the submittal of bids and is received prior to the time that bids will no longer be accepted.

Any bid received after the time and date specified shall not be considered. No bidder may withdraw a bid within 60 days after the actual date of the opening thereof. Should there be reasons why the contract cannot be awarded within the specified period; the time may be extended by mutual agreement between the Agency and the Bidder.

Each Bidder shall inform himself/herself fully of the conditions relating to the construction of the project and the employment of labor thereon. At the time of the opening of bids, each Bidder will be presumed to have inspected the site and to have read and to be thoroughly familiar with the project plans and this document (including all addenda).

Each Bidder shall satisfy himself/herself of the accuracy of the estimated quantities in the bid schedule. After bids have been submitted, the Bidder shall not assert that there was a misunderstanding concerning the quantities of work or of the nature of the work to be performed. A successful Bidder shall not be relieved of the obligation to furnish all material and labor necessary to carry out the provisions of the contract. The failure or omission of the Bidder to examine any form, instrument or document, or to visit the site, shall in no way relieve the Bidder from any obligation in respect to the bid.

This document and the project plans contain the provisions required for the construction of the project. Information obtained from an officer, agent, or employee of the Agency or any other person shall not affect the risks or obligations assumed by the Contractor or relieve the Contractor from fulfilling any of the conditions of the contract. Any supplemental instructions shall be in the form of written addenda to the contract documents which, if issued, shall be posted on the web site listed in the Invitation to Bid and e-mailed to all prospective Bidders (at the respective e-mail addresses furnished for such purposes), not later than 72 hours prior to the date fixed for submittal of bids. Failure of any Bidder to receive any such addenda shall not relieve such Bidder from any obligation under the bid as submitted. All addenda so issued shall become part of the contract documents. It is the responsibility for all prospective Bidders to verify if addenda have been issued for the project by contacting the Morrow County Public Works Department at (541) 989-9500.

Each bid shall be accompanied by a bid bond or certified check payable to the Agency for ten percent (10%) of the total amount of the bid. As soon as the bid prices have been compared, the Agency will return the certified checks, if any, of all except the three lowest responsible Bidders. When the agreement is executed the certified checks, if any, of the two (2) remaining unsuccessful Bidders will be returned. The bid bond or check of the successful Bidder will be retained until the payment bond and performance bond have been executed and approved, after which a check, if any, will be returned.

Bids will be opened and the total price for each Bid will be read publicly at the time and place indicated in the Invitation to Bid in the Bidder's Packet. Bidders and other interested parties are invited to be present.

Bids will be compared on the basis of the total amount of each Bid. The total amount of the Bid will be the total sum of the sub-totals for all items listed in the BID SCHEDULE. The sub-totals will be computed from quantities listed in the Bid Schedule and unit prices entered by the Bidder.

In case of conflict between the unit price and the corresponding extended amount, the unit price shall govern, and the AGENCY may make arithmetic corrections on extension amounts.

A performance bond and a payment bond, each in the amount of 100 percent (100%) of the total bid price with a corporate surety approved by the Agency, shall be required for the faithful performance of the contract. Attorneys-in-fact who sign bid bonds, payment bonds and performance bonds shall file with each bond a certified and effective dated copy of their power of attorney.

The party to whom the contract is awarded shall be required to execute the agreement and obtain the performance bond and payment bond and provide the required certificate of insurance within fourteen (14) calendar days from the date of the Notice of Award. The Notice of Award shall be accompanied by the necessary agreement, certificate of insurance and bond forms. In case of failure of the Bidder to execute the agreement and other required documents, the Agency may, at the Agencies option, consider the Bidder in default, in which case the bid bond accompanying the bid shall become the property of the Agency.

The Agency, within twenty (20) calendar days of receipt of the acceptable performance bond, payment bond, certificate of insurance and agreement signed by the party to whom the agreement was awarded, shall sign the agreement and return to such party an executed duplicate of the agreement. Should the Agency not execute the agreement within such period, the bidder may by written notice withdraw the signed agreement. Such notice of withdrawal shall be effective upon receipt of the notice by the Agency.

The notice to proceed shall be issued within ten (10) days of the execution of the agreement by the Agency. Should there be reasons why the notice to proceed cannot be issued within such period, the time may be extended by mutual agreement between the Agency and Contractor.

Bidder must agree to commence work on or after the START WORK DATE to be specified in a written "Notice to Proceed" of the Agency and to fully complete the project within forty five (45) consecutive calendar days thereafter. Liquidated Damages for this project for failure to complete the project within the time period specified, or an adjusted Contract Time, will be \$250.00 per calendar day.

The Agency may make such investigations as deemed necessary to determine the ability of the Bidder to perform the work, and the Bidder shall furnish to the Agency all such information and data for this purpose as the Agency may request. The Agency reserves the right to reject any bid if the evidence submitted by, or investigation of, such Bidder fails to satisfy the Agency that such Bidder is properly qualified to carry out the obligations of the agreement and to complete the work contemplated therein. Said investigation shall be as per ORS 279C.375. The low Bidder shall supply the names and addresses of all material suppliers and subcontractors when requested to do so by the Agency.

All applicable laws, ordinances, and the rules and regulations of all authorities having jurisdiction over construction of the project shall apply to the contract throughout, and they will be deemed to be included in the contract the same as though herein written out in full.

Bid items calling for unit prices show estimated quantities of work to be performed. These quantities, although shown with as much accuracy as possible, are approximate and are for BIDDING purposes only. Payment to the Contractor shall be made on the WORK actually performed by the Contractor. The Agency reserves the right to increase or decrease by one hundred percent (100%) the amount of these quantities on bid items amounting to less than twenty percent (20%) of the total Bid Amount as may be deemed necessary and by so doing will not invalidate the unit prices as listed in the bid. In addition, if either the total cost of the work, using original bid quantities and unit prices, or the total quantity of any bid item amounting to more than twenty percent (20%) of the total bid changes by more than thirty percent (30%), then the part of the increase or decrease exceeding thirty percent (30%) shall be adjusted as the parties agree.

Award of the contract will be made to the lowest responsible Bidder, for the **TOTAL BID AMOUNT** shown on the BID SCHEDULE. The Agency may reject any bid not in compliance with the prescribed requirements, and may waive any informalities and minor defects in any and all bids and may reject any and all bids upon finding by the Agency it is in the public interest to do so. If the lowest bid submitted by a responsible Bidder exceeds the amount

of funds estimated by the Agency as available to finance the contract, the Agency may reject all bids or may award the contract.

A responsive bid shall be defined as complying with all conditions set forth in the contract documents, including submitting the following items:

- 1) A completed and signed Project Proposal
- 2) A completed and signed Bid Proposal
- 3) A completed and signed Bid Schedule
- 4) A properly executed Bid Bond or certified check in the amount of ten percent (10%) of the total amount of the bid;
- 5) A completed and signed First Tier Subcontractor Disclosure Form.
- 6) A completed and signed Bidder's Certification Statement as required by certain Oregon Revised Statutes (ORS).

The bid, bid bond, and other forms as required at the bid opening are bound in these contract documents for the convenience of the Bidder.

ENVIRONMENTAL AND NATURAL RESOURCES

Pursuant to ORS 279C.525, the agencies listed below may have enacted ordinances or regulations which deal with the prevention of environmental pollution or the preservation of natural resources. The Contractor shall comply with any ordinances or regulations enacted or adopted by these agencies.

FEDERAL AGENCIES:

Dept of Agriculture
Forest Service
Soil Conservation
Dept of Defense
Army Corps of Engineers
Environmental Protection Agency Department of Interior
Bureau of Sport Fisheries and Wildlife
Bureau of Outdoor Recreation
Bureau of Land Management
Bureau of Indian Affairs
Bureau of Reclamation Dept. of Labor
Occupational Safety and Health Administration Dept. of Transportation
Coast Guard
Federal Highway Administration

STATE AGENCIES:

Dept. of Agriculture
Dept. of Environmental Quality
Dept of Fish and Wildlife
Dept. of Forestry
Dept. of Geology and Mineral Industries
Dept. of Human Resources
Land Conservation and Development Commission
Soil and Water Conservation Commission
State Land Board
Water Resources Dept.

LOCAL AGENCIES:

Morrow County Public Works Department
Rural Fire Protection District
Other Special Districts

PROJECT PROPOSAL FORM
FOR
MORROW COUNTY
NORTH END TRANSFER STATION
SCALE PIT FOUNDATION PROJECT
MORROW COUNTY PUBLIC WORKS DEPARTMENT
MORROW COUNTY, OREGON
May, 2018

TO FURNISH ALL LABOR, TOOLS, EQUIPMENT, MATERIALS AND SERVICES REQUIRED FOR THE CONSTRUCTION OF THE **"MORROW COUNTY NORTH END TRANSFER STATION SCALE PIT FOUNDATION PROJECT"**, AS SHOWN IN THE BID SCHEDULE, ALL IN ACCORDANCE WITH THE PROJECT PLANS, BIDDER'S PACKET AND CONTRACT DOCUMENTS, WHICH ARE ON FILE AT THE MORROW COUNTY PUBLIC WORKS DEPARTMENT, LEXINGTON, OREGON.

Name of Bidder: _____

Address: _____

Phone: _____

Oregon Construction Contractors Board Registration Number: _____

TO: MORROW COUNTY, Heppner, Oregon.

This proposal is submitted as an offer by the undersigned contractor to enter into a contract with MORROW COUNTY by and through THE MORROW COUNTY PUBLIC WORKS DEPARTMENT, for furnishing of all materials, labor, tools, equipment, and services required for construction of the **"MORROW COUNTY NORTH END TRANSFER STATION SCALE PIT FOUNDATION PROJECT"**, for the MORROW COUNTY PUBLIC WORKS DEPARTMENT, as shown by those certain Project Plans and specified in the Bidder's Packet and Contract Documents that are on file at the MORROW COUNTY PUBLIC WORKS DEPARTMENT, 365 West Highway 74, Lexington, Oregon, 97839, which are conditions hereof with the same force and effect as though they were attached hereto.

This offer is conditioned on the following declarations as to the acts, intentions and understandings of the undersigned contractor and the agreement of MORROW COUNTY by and through the MORROW COUNTY PUBLIC WORKS DEPARTMENT, to the terms and prices herein submitted.

1. The undersigned contractor has examined all of the project plan and drawings and the specifications that are listed therein and their terms and conditions are hereby accepted.
2. Said drawings may be supplemented by additional drawings and specifications in explanation and elaboration thereof, and, if they are not in conflict with those referred to in Paragraph 1 above, they shall have the same force and effect as though they were attached hereto, and, when issued, they shall be accepted as contract documents.

3. Quantities stated in connection with the bid schedule for the contract submitted herewith are approximate only, and payment shall be made on the unit prices named for the actual quantities incorporated in the completed work. Only those items for which estimated quantities are given may be increased or decreased at the unit prices named. If there shall be an increase or decrease in the total payment for an item covered by a lump-sum price, it shall be made only as the result of negotiation between the undersigned contractor and the Agency.
4. The undersigned contractor shall furnish the bonds required by the specifications and comply with all laws of the State of Oregon that are pertinent to the construction contract of this character, although such laws may not have been quoted or referred to in the specifications.
5. The undersigned contractor submits the unit prices set forth in the BID SCHEDULE as those at which he (or they) will perform the work involved. The extensions in the column headed "Total Cost" are made for the sole purpose of facilitating comparison bids. If there are any discrepancies between the unit prices and the total amounts shown, the unit price shall govern
6. All scheduled items for which forms are provided herein shall be completed in full by the showing of a unit or lump sum price for each item thereof.
7. Unit prices that are lump sums for a combination of items herein named, shall be used as the basis for computation of the total compensation to be received by the undersigned, all in accordance with the completed schedule of prices attached hereto and incorporated herein by reference.

The referenced unit prices shall include all labor, transportation, materials, equipment, overhead, profit, insurance, etc., to cover the finished work of several kinds called for.

Bidder understands that the MORROW COUNTY reserves the right to reject any or all bids and to waive informalities in the bidding.

The Bidder agrees that this bid shall be good and may not be withdrawn for a period of sixty (60) calendar days after the scheduled closing time for receiving bids.

BIDDER SIGNATURE: _____ DATE: _____

BID PROPOSAL
FOR
MORROW COUNTY
NORTH END TRANSFER STATION
SCALE PIT FOUNDATION PROJECT
MORROW COUNTY PUBLIC WORKS DEPARTMENT
MORROW COUNTY, OREGON
May, 2018

Proposal of _____, hereinafter called "BIDDER",
organized and existing under the laws of the State of OREGON, doing business as

(Bidder's Company Name)

to **MORROW COUNTY** by and through **THE MORROW COUNTY PUBLIC WORKS DEPARTMENT**, Lexington, Oregon, hereinafter called "AGENCY".

In compliance with the INVITATION TO BID, BIDDER hereby proposes to perform all WORK for the construction of the "**MORROW COUNTY NORTH END TRANSFER STATION SCALE PIT FOUNDATION PROJECT**", in strict accordance with the CONTRACT DOCUMENTS, within the time set forth therein, and at the prices stated below.

By submission of this BID, each BIDDER certifies that this BID has been arrived at independently, without consultation, communication, or agreement as to any matter relating to this BID with any other BIDDER or with any competitor.

BIDDER hereby agrees to commence WORK under this contract on or after a date to be specified in the NOTICE TO PROCEED and to fully complete the PROJECT within the Project Schedule. BIDDER further agrees to pay liquidated damages as indicated in the INFORMATION TO BIDDERS.

BIDDER SIGNATURE: _____ DATE: _____

BID BOND
FOR
MORROW COUNTY
NORTH END TRANSFER STATION
SCALE PIT FOUNDATION PROJECT
MORROW COUNTY PUBLIC WORKS DEPARTMENT
MORROW COUNTY, OREGON
May, 2018

KNOW ALL MEN BY THESE PRESENTS, THAT _____

_____, herein after called the "PRINCIPAL",

and _____,
a corporation duly organized under the laws of the State of _____, having its
principal place of business at _____ in the state of
_____ and authorized to do business in the State of Oregon, as surety, are held and
firmly bound unto MORROW COUNTY by and through THE MORROW COUNTY PUBLIC WORKS
DEPARTMENT, herein after called the "OBLIGEE", in the penal sum of
_____ dollars (\$ _____),
for the payment of which, will and truly to be made, we find ourselves, our heirs, executors,
administrators, successors and assigns, jointly and severally, firmly by these present.

The CONDITIONS of this BOND ARE SUCH that, whereas the PRINCIPAL herein is herewith
submitting a bid proposal for "MORROW COUNTY NORTH END TRANSFER STATION SCALE
PIT FOUNDATION PROJECT", said bid proposal by reference thereto, being made a part hereof.

NOW, THEREFORE, if the said bid proposal submitted by the said PRINCIPAL be accepted, and the
contract be awarded to said PRINCIPAL, and if the said PRINCIPAL shall execute the proposed contract
and shall furnish such performance and payment bonds as required by the bidding and Contract
Documents within the time fixed by said documents, then this obligation shall be void; if the PRINCIPAL
shall fail to execute the proposed contract and furnish said bond, the SURETY hereby agrees to pay to the
OBLIGEE the penal sum as liquidated damages.

Signed and Sealed this _____ day of _____, 2018

PRINCIPAL

By

Surety

By Attorney-in-fact
(A certified copy of the agent's Power-of-Attorney must be attached hereto.)

**BID SCHEDULE
FOR
MORROW COUNTY
NORTH END TRANSFER STATION
SCALE PIT FOUNDATION PROJECT
MORROW COUNTY PUBLIC WORKS DEPARTMENT
MORROW COUNTY, OREGON
May, 2018**

ITEM NO.	ITEM DESCRIPTION	UNIT OF MEASURE	QUANTITY	UNIT PRICE	TOTAL COST
1	Mobilization	Lump Sum	1	\$ _____	\$ _____
2	Steel Reinforcement for Concrete	Lbs	2065	\$ _____	\$ _____
3	Concrete (3300 psi)	Cu. Yds.	31	\$ _____	\$ _____
TOTAL BID AMOUNT					\$ _____

By: _____
Signature

Print Name: _____

Title: _____

Telephone: _____

Company Name: _____

Mailing Address: _____

Oregon CCB No.: _____

**FIRST TIER SUBCONTRACTOR DISCLOSURE FORM
FOR
MORROW COUNTY
NORTH END TRANSFER STATION
SCALE PIT FOUNDATION PROJECT
MORROW COUNTY PUBLIC WORKS DEPARTMENT
MORROW COUNTY, OREGON
May, 2018**

As Per OAR 137-040-0017

BID CLOSING DATE & TIME: May 24, 2018 at 3:00 p.m.

DISCLOSURE DEADLINE: May 24, 2018 at 5:00 p.m.

BID OPENING: May 24, 2018 at 4:00 p.m.

This form must be submitted at the location specified in the Information for Bidders on the advertised bid opening date and within two working hours after the advertised bid opening time.

List below the name of each subcontractor that will be furnishing labor or will be furnishing labor and materials and that is required to be disclosed, the category of work that the subcontractor will be performing and the dollar value of the subcontract. Enter "NONE" if there are no subcontractors that need to be disclosed. (ATTACH ADDITIONAL SHEETS IF NEEDED.)

NAME OF SUBCONTRACTOR	DOLLAR VALUE	CATEGORY OF WORK

Failure to submit this form by the disclosure deadline will result in a non-responsive bid. A non-responsive bid will not be considered for award.

Form submitted by (bidder name): _____

Phone No.: _____

BIDDER'S CERTIFICATION STATEMENTS
FOR
MORROW COUNTY
NORTH END TRANSFER STATION
SCALE PIT FOUNDATION PROJECT
MORROW COUNTY PUBLIC WORKS DEPARTMENT
MORROW COUNTY, OREGON
May, 2018

As required by certain OREGON REVISED STATUTES (ORS)

The Bidder, _____, certifies to the following:
Company Name

- 1) Bidder is registered with the OREGON CONSTRUCTION CONTRACTORS REGISTRATION BOARD in accordance with ORS 701.021 through 701.128. The Bidder certifies that Registration Number _____ allows his/her company to perform work on Public Works Projects and that this registration is current and valid. The Bidder further certifies that, if awarded the contract, all subcontractors performing work will be registered with the OREGON CONSTRUCTION CONTRACTORS REGISTRATION BOARD in accordance with ORS 701.021 through 701.128 prior to the subcontractors commences work under the contract.
- 2) On all public contracts exceeding \$50,000 and not covered under the Federal Davis-Bacon Act, the Bidder will comply with the applicable provisions of the Oregon Prevailing Wage Law, ORS 279C.800 through 279C.870, which provides input for the payment of not less than the prevailing wage rates including fringe benefits, the posting of wage rates on the job site, the furnishing of payroll certificates and other requirements. In addition, the Bidder will comply with ORS 279C.838, if applicable, and ORS 279C.840.
- 3) The Bidder is in compliance with State of Oregon tax laws in accordance with ORS 305.385
- 4) The Bidder, in accordance with ORS 279A.110, does not discriminate against minorities, women, or emerging small business enterprises in obtaining subcontractors.
- 5) The Bidder is a ___ [Non-resident] ___ [Resident] (check correct designation) as defined under ORS 279A.120. "Resident bidder" means a bidder that has paid unemployment taxes or income taxes in this state during the 12 calendar months immediately preceding submission of the bid and has a business address in the State or Oregon.
- 6) As per the requirements of Oregon law for public contracts Prevailing Wage Rates; under ORS 279C.365 (g), each bid shall contain a statement by the BIDDER that the provisions of ORS 279C.840 are complied with. () Yes () No

Bidder Signature: _____ Date: _____

Title: _____

**DO NOT FILL OUT THE FOLLOWING CONTRACT AND
CERTIFICATION OF WORKER'S COMPENSATION
COVERAGE FOR BIDDING**

**CONTRACT
FOR
MORROW COUNTY
NORTH END TRANSFER STATION
SCALE PIT FOUNDATION PROJECT
MORROW COUNTY PUBLIC WORKS DEPARTMENT
MORROW COUNTY, OREGON
May, 2018**

THIS CONTRACT, made and entered into in duplicate, this _____ day of _____, 2018 by and between **MORROW COUNTY**, by and through **THE MORROW COUNTY PUBLIC WORKS DEPARTMENT**, hereinafter called "Agency" and _____, hereinafter called "Contractor".

Federal Tax ID No.

WITNESSETH:

That the said Contractor, in consideration of the sums to be paid by the Agency in the manner and at the time herein provided, and in consideration of the other covenants and agreements herein contained, hereby agrees to perform and complete the work herein described and provided for and to furnish all necessary machinery, tools, apparatus, equipment, supplies, materials and labor and do all things in accordance with the applicable Plans, the applicable Specifications, the Bidding Documents bound herewith, and in accordance with such alterations or modifications of the same as may be made by the Agency, and according to such directions as may from time to time be made or given by the Engineer under the authority of the Agency.

That the applicable Plans, the applicable Specifications, the Bidding Documents bound herewith and the BID SCHEDULE containing the contract prices bound herewith are hereby specifically referred to and by this reference made a part hereof, and shall by such reference have the same force and effect as though all of the same were fully written or inserted herein.

That the Contractor shall faithfully complete and perform all the obligation of this contract, and in particular shall promptly, as due, make payment of all just debts, dues, demands and obligations incurred in the performance of said contract; and shall not permit any lien or claim to be filed or prosecuted against the Agency. It is expressly understood that this contract in all things shall be governed by the laws of the State of Oregon.

In consideration of the faithful performance of all of the obligations, both general and special, herein set out, and in consideration of the faithful performance of the work as set forth in this contract, the applicable Plans, the applicable Specifications, the Bidding Documents, and Bid Schedule, containing the contract prices, and all general and detailed specifications and plans which are a part hereof, and in accordance with the directions of the Engineer, to his satisfaction, the Agency agrees to pay to the said Contractor the amount earned, as determined from the actual

quantities of work performed and the prices and other basis of payment specified, taking into consideration any amounts that may be deductible under the terms of the contract, and to make such payments in the manner and at the times provided in the Bidding documents.

The Contractor agrees to complete the work within the time specified herein and to accept as full payment hereunder the amounts completed as determined by the contract documents.

The Contractor agrees to indemnify and save harmless the Agency from any and all defects appearing or developing in the materials furnished and the workmanship performed under this contract for a period of one year after the date of final acceptance of the contract work by the Agency.

The provisions contained in these Contract Documents relating to prevailing wage rates are made a part of this Contract as completely as if the same were fully set forth herein. It is agreed the time limit for substantial completion of the Contract, based upon the proposal as specified by the Agency shall be forty five (45) calendar days after the date of the written Notice to Proceed.

In the event that the Contractor shall fail to complete the work within the time limit or the extended time limit agreed upon, Liquidated Damages shall be paid at the rate \$250.00 per calendar day.

MORROW COUNTY

CONTRACTOR

By: _____
Don Russell, Chair
Morrow County Board of Commissioners

By: _____

By: _____
Jim Doherty, Vice-Chair
Morrow County Board of Commissioners

Title: _____

By: _____
Melissa Lindsay, Commissioner
Morrow County Board of Commissioners

IN WITNESS WHEREOF, The parties hereto have subscribed their names and affixed their respective official seals as of the date first above written.

**MORROW COUNTY
NORTH END TRANSFER STATION
SCALE PIT FOUNDATION PROJECT
MORROW COUNTY PUBLIC WORKS DEPARTMENT
MORROW COUNTY, OREGON
May, 2018**

CERTIFICATION OF WORKERS COMPENSATION COVERAGE

The Contractor, for the purposes of this contract, hereby certifies that it is currently providing Oregon Workers, Compensation coverage for all its employees and will maintain coverage throughout the course of the project through one of the following methods:

1. "Carrier-Insured Employer" (State accident Insurance Fund Corp. or other authorized insurer.)

Insurance Company Name _____

ID/Policy Number _____

2. "Self-Insured Employer" (Certified by the Workers' Compensation Division)

ID number as assigned by the
Workers Compensation Division _____

3. I am an independent contractor and will perform all work under this contract without the assistance of others.

In the event of cancellation or change in the information above, Contractor certifies that it will immediately notify the MORROW COUNTY of said cancellation or change and will obtain alternative coverage.

Dated _____ 2018

(Contractor's Signature)

REMINDER – ADDITIONAL INFORMATION NEEDED

Has your insurance carrier filed with Oregon Workers' Compensation Division a guaranty contract as proof of coverage for your employees in Oregon?

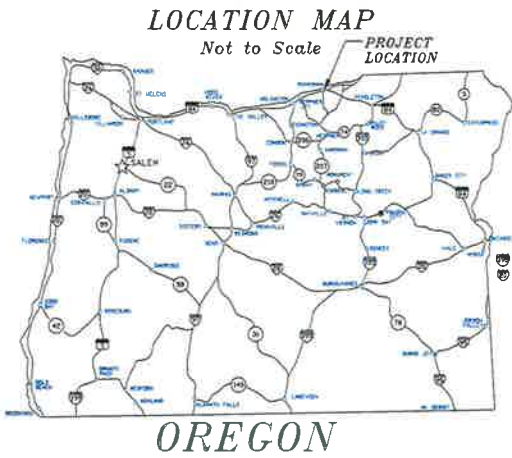
For filing information, contact the Workers' Compensation Division at Labor and Industries Building: Salem, OR 97310; Phone (503) 947-7810

**PREVAILING WAGE RATES
FOR
MORROW COUNTY
NORTH END TRANSFER STATION
SCALE PIT FOUNDATION PROJECT
MORROW COUNTY PUBLIC WORKS DEPARTMENT
MORROW COUNTY, OREGON
May, 2018**

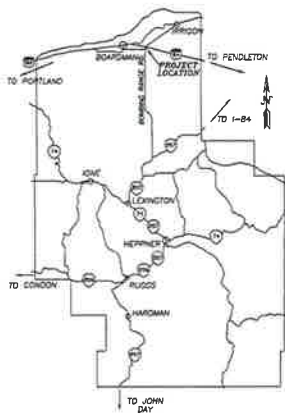
The Prevailing Wage Rates for this project, effective January 1, 2018, are available at The Oregon Bureau of Labor and Industries web site:

http://www.oregon.gov/boli/WHD/PWR/Pages/pwr_state.aspx

or by contacting The Oregon Bureau of Labor and Industries, 800 NE Oregon St., Suite 1045 Portland OR 97232-2180 Telephone (971) 673-0761 TDD (971) 673-0766.

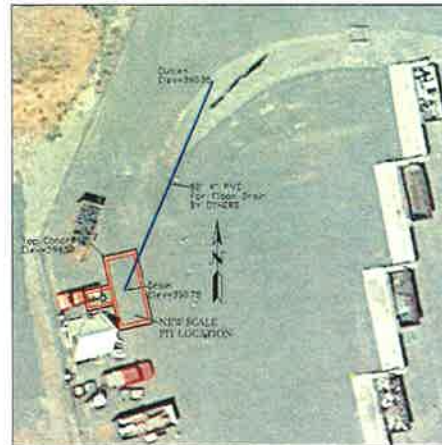


LOCATION MAP
MORROW COUNTY, OR



INDEX

- SHEET 1 – COVER SHEET, INDEX, LOCATION MAPS AND SITE PLAN
- SHEET 2 – GENERAL LAYOUT
- SHEET 3 – REINFORCING STEEL



SITE PLAN
Scale 1"=20'



NORTH END TRANSFER STATION
SCALE PIT FOUNDATION PROJECT

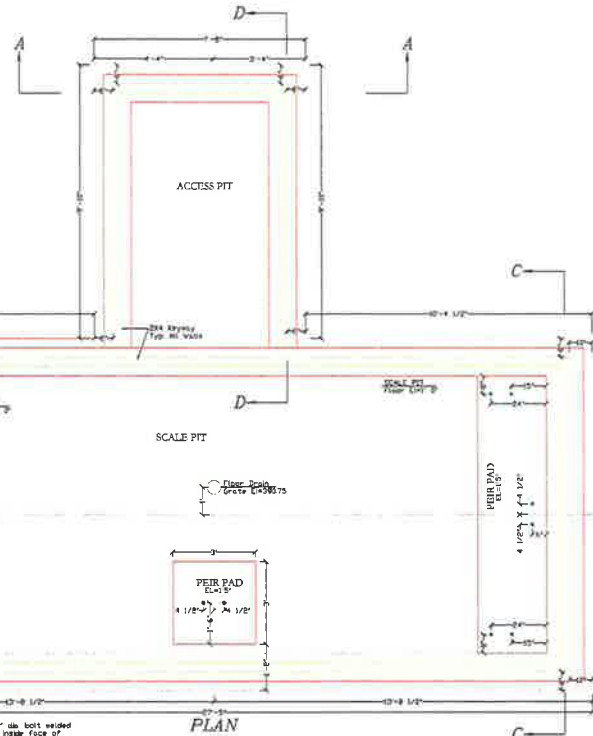
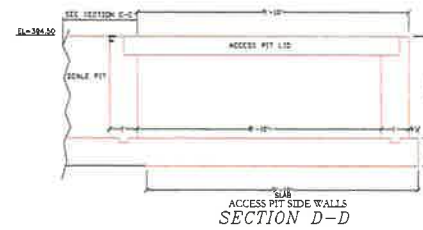
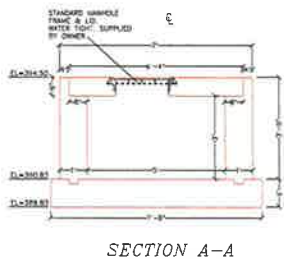
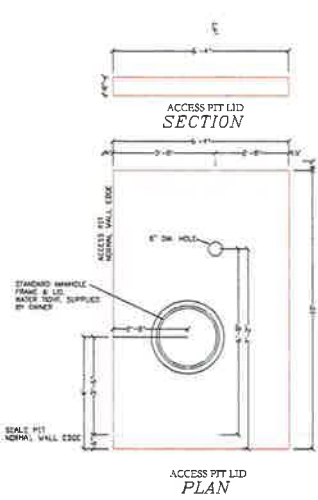
MORROW COUNTY PUBLIC WORKS
366 Hwy. 74, Lexington, Oregon 97239



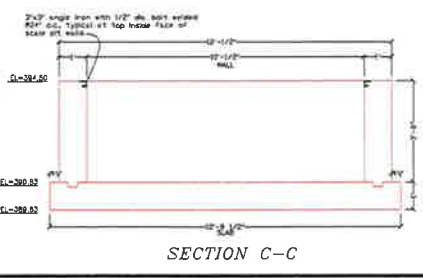
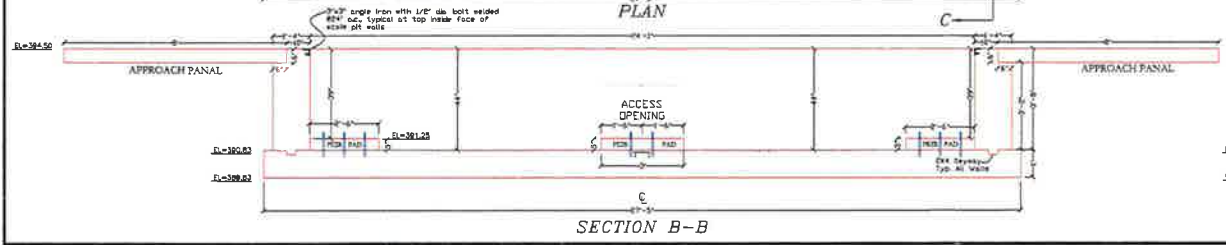
COVER SHEET, INDEX,
LOCATION MAPS AND SITE PLAN

DRAWN BY: *Ferng Delano*
DATE: *6/7/2018*
CHECKED BY: *Pauling* DATE: *6/7/2018*

SCALE 1" = 2'



- NOTES:
- 1) Dimensions shown are from field measurements from the recently demolished scale pit. Actual dimensions may vary slightly and should be verified based on the scale hardware.
 - 2) Scale Anchor bolts are shown for informational purposes and will be installed by others.
 - 3) Excavation and backfill work will be performed by County forces.
 - 4) Floor drain piping will be installed by County forces. Floor drain grate will be supplied by the County.
 - 5) Manhole frame and lid will be supplied by the County.
 - 6) All form work and reinforcing steel placement shall be inspected and approved by the Engineer prior to the placement of concrete.
 - 7) All Concrete shall be tested for verification of compressive strength, slump, air content, temperature and water/cement ratio at a minimum interval of one test per pour and shall meet the following requirements:
 Minimum Compressive Strength (28 day) - 3300 p.s.i.
 Maximum Slump - 4"
 Air Entrainment - 5.0% to 7.0%
 Temperature at time of placement - Min 50°, Max. 90°
 Maximum water/cement ratio - 0.50



NORTH END TRANSFER STATION
SCALE PIT FOUNDATION PROJECT
MORROW COUNTY PUBLIC WORKS
365 Hwy. 74, Lexington, Oregon 97839



GENERAL LAYOUT

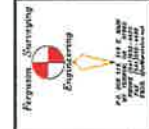
DRAWN BY: Jimmy DeLano
DATE: 6/1/2016
CHECKED BY: [Signature]
DATE: 6/1/2016

Scale 1"=2'
Sheet 2 of 3



NORTH END TRANSFER STATION
SCALE PIT FOUNDATION PROJECT

MORROW COUNTY PUBLIC WORKS
305 Hwy 74, Lexington, Oregon 97050

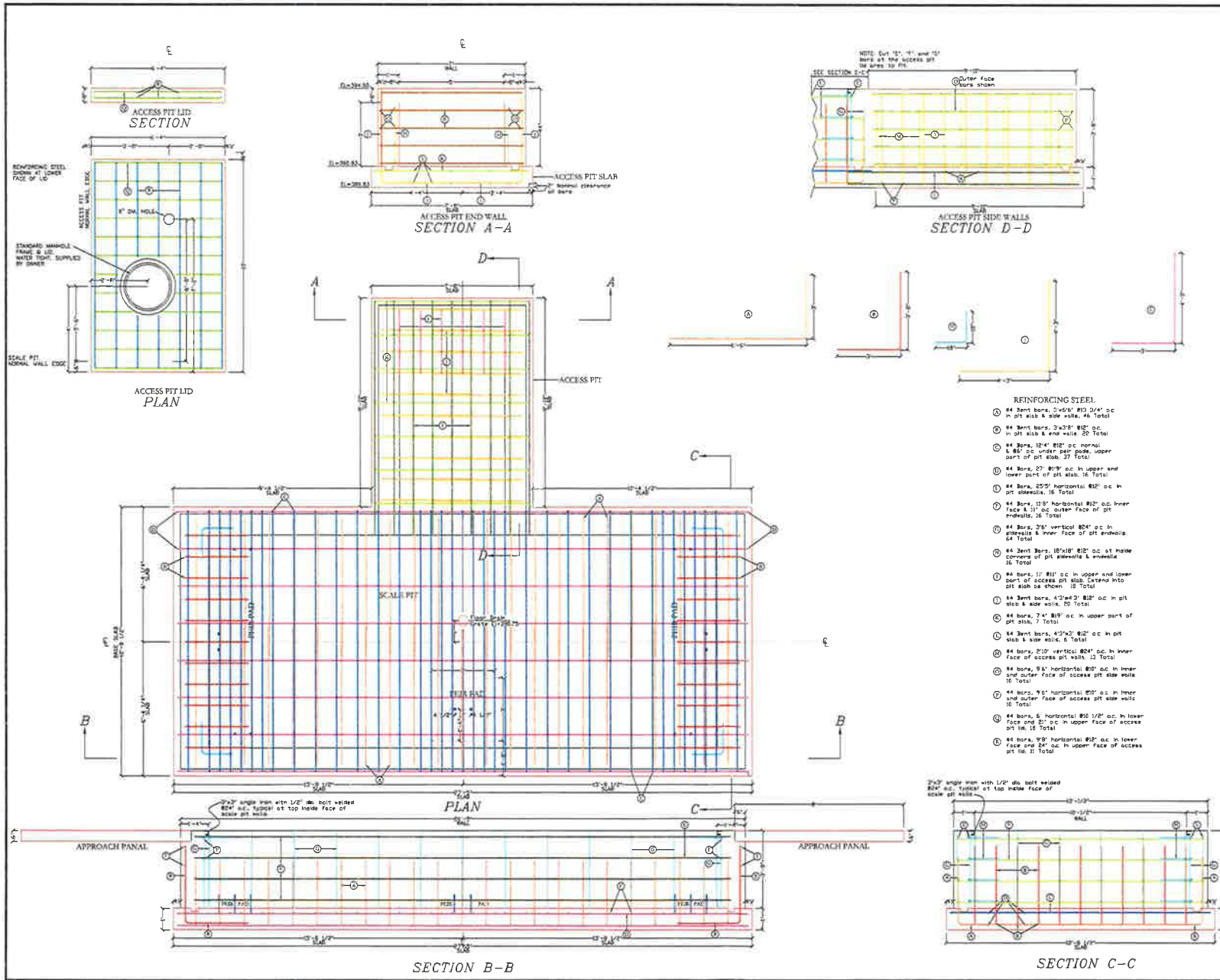


REINFORCING STEEL

DRAWN BY: Emmy Delano
DATE: 5/1/2018
ISSUE: Paving 5/1/2018

Scale 1"=2'

Sheet 3 of 3



- REINFORCING STEEL**
- ① #4 bent bars, 5'x5' #3 3/4" oc in pit slab & side walls, 46 Total
 - ② #4 bent bars, 3'x25' #2" oc in pit slab & end walls, 20 Total
 - ③ #4 Bars, 18'x' #2" oc normal & #4 oc under bent plate, upper part of pit slab, 37 Total
 - ④ #4 bars, 27' #1/2" oc in upper and lower part of pit slab, 16 Total
 - ⑤ #4 bars, 25'5" horizontal #2" oc in pit sidewalls, 16 Total
 - ⑥ #4 bars, 10' horizontal #2" oc lower face & 3' oc outer face of pit endwalls, 16 Total
 - ⑦ #4 bars, 25' vertical #2" oc in sidewalls & inner face of pit endwalls, 24 Total
 - ⑧ #4 bent bars, 18'x18' #2" oc at base corners of pit sidewalls & endwalls, 16 Total
 - ⑨ #4 bars, 11' #1/2" oc in upper and lower part of access pit slab, extend into pit slab on bottom, 15 Total
 - ⑩ #4 bent bars, 4'x4'2" #2" oc in pit slab & side walls, 20 Total
 - ⑪ #4 bars, 7'x' #1/2" oc in upper part of pit slab, 7 Total
 - ⑫ #4 bent bars, 4'x3" #2" oc in pit slab & side walls, 6 Total
 - ⑬ #4 bars, 2'10" vertical #2" oc in lower face of access pit walls, 12 Total
 - ⑭ #4 bars, 9'x' horizontal #2" oc in inner and outer face of access pit side walls, 10 Total
 - ⑮ #4 bars, 9'x' horizontal #2" oc in inner and outer face of access pit side walls, 10 Total
 - ⑯ #4 bars, 6' horizontal #10 1/2" oc in lower face and 2' oc in upper face of access pit 18 Total
 - ⑰ #4 bars, 9'x' horizontal #2" oc in lower face and 2' oc in upper face of access pit 18 Total

AGENDA ITEM COVER SHEET

Morrow County Board of Commissioners

(Page 2 of 2)

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

The Rodeo Board would like to be it's own entity, so they have developed a set of by-laws to be reviewed and if acceptable approved by the Morrow County Board of Commissioners. These by-laws were reviewed and updated by Commissioner Lindsay, Justin Nelson, Matt Scrivner and Darrell Green.

2. FISCAL IMPACT:

No changes

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

Motion to adopt Order Number 2018-5 and approve the Morrow County Rodeo By-Laws as presented.

Attach additional background documentation as needed.

**BEFORE THE BOARD OF COMMISSIONERS FOR MORROW COUNTY,
OREGON**

IN THE MATTER OF ESTABLISHING)
THE MORROW COUNTY RODEO)
BOARD) ORDER NO.: OR-2018-5
)

This matter having come before the Morrow County Board of Commissioners this 30th day of May, 2018, the Morrow County Board of Commissioners does hereby issue the following ORDER:

- I. The Morrow County Rodeo Board shall be created as of May 30, 2018.
- II. The Morrow County Rodeo Board shall follow by-laws approved by the Morrow County Board of Commissioners.
- III. The initial members of the Rodeo Board, and term of office, shall be:

 Position #1:

 Position #2:

 Position #3:

 Position #4:

 Position #5:

SO ORDERED this 30th day of May, 2018.

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

Don Russell, Chair

Jim Doherty, Commissioner

Melissa Lindsay, Commissioner

BY-LAWS MORROW COUNTY RODEO BOARD

ARTICLE I: NAME AND PREAMBLE

The name of the organization shall be known as Morrow County Rodeo Board; hereafter referred to as the “Rodeo Board.” The Rodeo Board is established with Order No. 2018-5 on May 30, 2018. The Rodeo Board shall be organized and recognized by the Morrow County Board of Commissioners.

ARTICLE II: PURPOSE AND DUTIES OF BOARD

SECTION 1. Purpose.

It shall be the purpose of the Rodeo Board to serve the public interest by overseeing and carrying out the following duties:

- 1) Oversee the annual Morrow County Rodeo that is held concurrently with the Morrow County Fair. The Rodeo Board may recommend that the rodeo be provided by contract with an external entity.
- 2) Adopt standards and policies governing the conduct of the Morrow County Rodeo; and other entities associated with the operation of such.
- 3) Prepare and present local program budget proposals to the Morrow County Budget Committee and Morrow County Board of Commissioners.
- 4) Coordinate with the Morrow County Fair Secretary and Public Works Director to identify and prioritize capital and maintenance needs at the Fair and Rodeo grounds.
- 5) Conduct periodic reviews of policies and procedures of activities at the Rodeo grounds.
- 6) Organize, promote, and administer events on the Rodeo grounds as determined by the Rodeo Board in addition to the Morrow County Rodeo.

SECTION 2. Interim Authority in Cases of Dispute or Uncertainty.

In instances of disputed or of uncertainty as to the meaning of these By-Laws, or of any rules proposed by the Rodeo Board, the interpretation and decision of the Rodeo Board Chairman shall be controlling until a decision has been duly rendered by the Rodeo Board at the next scheduled Rodeo Board meeting or if necessary in a special meeting.

SECTION 3. Limitation of Authority.

The provisions of this Article II shall be construed in the light of any restrictions or requirements imposed by law and any policy or procedure prescribed by the Board.

SECTION 4. Laws Applicable to Public Bodies Apply.

All Morrow County policies and procedures that are not otherwise specified in these by-laws shall apply to the operation of the Rodeo Board. The Rodeo Board is subject to the laws applicable to public bodies.

SECTION 5. Finance and Accounting Practices

- A. The Rodeo Board Secretary shall, in cooperation with the Morrow County Finance Director, have charge and custody of and be responsible for Rodeo Capital Improvement Fund and other funds dispersed by the Morrow County Board of Commissioners to the Rodeo Board.
- B. Procurement. The Rodeo Board shall comply with Morrow County's Procurement of Goods and Services Policy.

ARTICLE III. OFFICE

The principal office of the Morrow County Rodeo Board of Directors shall be the office of record for the Rodeo Board.

ARTICLE IV. MEMBERSHIP

SECTION 1. Number, Criteria, Appointment and Qualifications.

The Rodeo Board shall be composed of no less than five members, who shall be appointed by the Morrow County Board of Commissioners. Each member should have a demonstrated interest in the Morrow County Rodeo and a belief in its purpose; the present potential capacity for leadership in connection with the Morrow County Rodeo; the ability and willingness to devote the necessary time to the performance of membership responsibilities.

SECTION 2. Eligibility for Membership.

All members should be a current resident of Morrow County and at least 18 years of age.

SECTION 3. Term of Membership.

All appointments shall be for a term of three (3) years, with the exception for the first term of the Rodeo Board, which shall be staggered between 1, 2, and 3 year

terms. There shall be no limit to the number of terms that a board member can serve provided that the member is reappointed by the Board of Commissioners. Notwithstanding any other provision, each member shall hold their position until their successor shall have been appointed, or until their death, resignation or removal in the manner hereinafter provided.

SECTION 4. Removal.

The Morrow County Rodeo Board may recommend removal of members to the Morrow County Board of Commissioners. Before any such removal shall be made, the member shall be given notice of the cause relied upon and a fair and reasonable opportunity to respond to the same. Facts constituting good cause for removal from the Rodeo Board include, but are not limited to the following:

- A. Absence from three (3) consecutive meetings
- B. Personal Financial gain at the expense of the Morrow County Rodeo.
- C. Behavior inconsistent with appropriate public citizenry.

The Morrow County Board of Commissioners may remove any member of the Morrow County Rodeo Board by majority vote of the Commissioners.

SECTION 5. Vacancies.

Any vacancy occurring on the Rodeo Board shall be filled by the appointment of the Morrow County Board of Commissioners; the duration of an appointment to fill a vacancy shall be for the unexpired portion of the term for the vacant position.

SECTION 6. Public Officials.

Members of the Morrow County Rodeo Board and any sub-committee members created by Board are considered public officials pursuant to Oregon Revised Statutes. As a public official, individuals are required to comply with all relevant ethics, public records, and public meeting law compliance requirements.

The Morrow County Rodeo Board shall consult with Morrow County Counsel regarding compliance with relevant public record and public meeting law compliance requirements.

ARTICLE V. OFFICERS

SECTION 1. Number, Election and Term of Office.

The officers of the Rodeo Board shall be a Chairman, a Vice-Chairman and a Secretary, each of whom shall be elected annually at the first meeting after January 1st, and each of whom shall perform all duties customarily incident to

their respective offices and such other duties as may be prescribed by the Rodeo Board from time to time.

- A. Chairman-Shall supervise the affairs, activities, and chair the meeting of the Rodeo Board.
- B. Vice-Chairman-Shall preside in the absence or at the request of the Chairman.
- C. Secretary- Shall aid and assist the Directors, Chairman and Vice Chairman in any duties that may be prescribed by them.

SECTION 2. Vacancies.

A vacancy in any office shall be filled by the Rodeo Board for the unexpired portion of the term.

ARTICLE VI. MEETING

SECTION 1. Public Meetings Laws Shall Apply.

The Rodeo Board is a public body subject to the public meetings and records laws as stated in Oregon Revised Statutes Chapter 192. All meetings will be open to the public and provide legally sufficient notice of meeting day, time, and location.

SECTION 2. Regular Meetings.

Regular meetings shall be held at such time and place as determined by the Rodeo Board; provided, however, that the Rodeo Board shall meet at least on a bi-annual basis at a location to be determined by the Rodeo Board. The Rodeo Board meetings shall be considered “public meetings” and comply with all Oregon laws involving public meetings, including, but not limited to: notice, agenda, accessibility, and creation of meeting minutes to be retained by the Morrow County Board of Commissioners.

SECTION 3. Special Meetings.

Special meetings of the Rodeo Board may be called by or at the request of the Chairman or the Morrow County Administrator. The person or persons authorized to call special meetings of the Rodeo Board may fix the place for holding any special meetings. The agenda for special meetings shall be determined by the Chairman or those members calling the special meeting.

SECTION 4. Notice.

Notice of any meeting and agenda thereof shall be given at least three (3) days previously thereto. The notice of meeting shall include a list of the principal subjects anticipated to be considered at the meeting.

SECTION 5. Quorum.

A majority of current Board members shall constitute a quorum for the transaction of business.

SECTION 6. Minutes.

The Secretary shall prepare written meeting minutes in compliance with ORS 192.650 and provide copies of those minutes to the Morrow County Board of Commissioners.

ARTICLE VII. RULES OF ORDER

The rules of order for the Rodeo Board, where not otherwise prescribed by these By-Laws, shall be the Revised Robert's Rules of Order.

ARTICLE VIII. AMENDMENTS

These By-Laws may be altered, amended or repealed, and new By-Laws may be adopted upon recommendation by the Morrow County Rodeo Board and approval by the Morrow County Board of Commissioners. Recommended amendments shall be forwarded to the Morrow County Board of Commissioners only after the Morrow County Rodeo Board holds two readings at two separate meetings and only upon the affirmative vote of a majority of the members. Final approval shall be determined by the Morrow County Board of Commissioners.

Adopted this 30th day of May, 2018

MORROW COUNTY BOARD OF COMMISSIONERS

Chair Don Russell

Commissioner Jim Doherty

Commissioner Melissa Lindsay

Finance



P.O. Box 867 • Heppner OR 97836
(541) 676-5615

Kate Knop
Finance Director
kknop@co.morrow.or.us

May 23, 2018

Dear City Managers:

As you may know, the Morrow County Board of Commissioners has approved the Fiscal Year 2018-2019 Budget that includes \$400,000 to the five incorporated Cities.

The Board approved allocating the funds using the following formula— 37.5% of the \$400,000 to be based on population and 62.5% to be split evenly, or:

- *Boardman* to receive a total of \$122,796
- *Heppner* to receive a total of \$75,935
- *Irrigon* to receive a total of \$89,553
- *Ione* to receive a total of \$56,609
- *Lexington* to receive a total of \$55,107

The only restriction is that the funds must be used for infrastructure projects. Funds may be saved for future improvements. The Board would also request a report at the end of the fiscal year that describes how you spent or saved these funds.

Please do not hesitate to call or email me with any questions.

Sincerely,

Kate Knop
Finance Director

JOIN US FOR OUR ANNUAL

Morrow County Wheat League / OSU

CROP TOUR & SOCIAL

Morrow County Dryland, Three-Stop Crop Tour
Thursday - June 7th, 2018

Crop Tour - 3:00 pm

1st Site (3:00 PM): Fusarium Crown Rot Experiment @ Brent Martin's
Christina Hagerty
First-Year Field Research Update

2nd Site (4:00 PM): Statewide Variety Trial @ Starvation Farms
Ryan Graebner and Bob Zemetra
Hear from our new Extension Cereal Specialist and Variety Testing Person (Ryan Graebner) and get highlights of breeding winter wheat for Morrow County

3rd Site (5:00 PM): Variety Trial at Proudfoot Ranch
Kali Brandt, Bob Zemetra, and Larry Lutcher
Sequoia Hard Red Winter Wheat for Early and Deep-Planting Conditions
Upcoming OSU Lines that Mature Early and "Beat-the-Heat"

Social, Dinner and Entertainment at the Park in Lone

6 pm

Steaks & Burgers Provided!
Please Bring a Side, Salad, or Dessert

1st Stop Directions: From intersection of HWY 207 and Baseline Lane, travel 3.7 miles west on Baseline Lane; turn right (north) and travel 0.7 miles on gravel field road. Plots are on the left. Rigs will caravan to 2nd and 3rd stop. Refer to information below if you can only make the 2nd and/or 3rd stop.

2nd Stop Location: From intersection of Bombing Range Road and Strawberry Lane, travel about three (3) miles west on Strawberry Lane.

3rd Stop Location: From intersection of Bombing Range Road and Juniper Lane, drive about seven (7) miles west on Juniper Lane.

**For More Info - Contact:
Larry Lutcher**

(541) 676-9642 (541)571-4454

Brent Martin

(541) 256-0158

**RSVP by 6/1/18 to
julie.baker@oregonstate.edu**

541-676-9642



 Oregon State University
Extension Service
Morrow County



Oregon

Kate Brown, Governor



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Don Russel, Commissioner and Chair
Jim Doherty, Commissioner and Vice Chair
Melissa Lindsay, Commissioner
Morrow County
110 N Court St.
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Commissioners Russell, Doherty and Lindsay,

I appreciate your continued interest in the Wheatridge wind project. As special advisory group members, your input on identifying Morrow County's applicable land use regulations and comprehensive plan provisions, recommending conditions, and evaluating our findings to the Energy Facility Siting Council (EFSC) is a critical part of the state review process.

We recognize that changes in project design after approval can be necessary to make a project viable. And we are sensitive to the complexities and time constraints associated with bringing a project to fruition.

We also know that changes in project design have the potential to significantly impact the built and/or natural environments. It is therefore important that the amendment review process aligns with the complexity and potential public interest associated with each amendment. This is why EFSC recently changed the review process for amendments. The default Type A amendment review process includes maximum timeframes appropriate for a more complex request, during which staff can evaluate the request and make a recommendation to EFSC.

The Type A pathway also includes a public hearing in front of EFSC. Under the previous amendment rules no opportunities to provide comments directly to the decision makers existed. Over the last several years we have heard increasing requests by the public to have better participation opportunities, and this is an example of us being responsive to those requests.

Finally, under the Type A review there is an opportunity to request a contested case. With one exception, this is identical to all requests for contested case under the previous amendment rules. Now, someone making a request for a contested case has to have raised that issue during the prior comment period to allow the site certificate holder and the department staff the opportunity to respond. Previously a contested case request could be made at the very end without any previous comment by the requestor.

Commissioner Russell
Commissioner Doherty
Commissioner Lindsay
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The main differences in the Type B review are shorter maximum timeframes, no public hearing in front of EFSC, and no opportunity to request a contested case. The only absolute time difference between the Type A and Type B reviews is the time it takes to have a public hearing in front of EFSC, which is estimated to be around 30 days. If an amendment is complicated and generates a lot of public interest, it will take more time regardless of whether it goes through the Type A review or the Type B review. Conversely if an amendment under the Type A review ends up not being complex and not being controversial, it will not take any more time than a Type B review, with the exception of the additional time associated with a public hearing. For example, we recently received an amendment request that also included a request to go through the Type B review. ODOE staff responded on the completeness of this request in 12 days and not the maximum 21 days under the Type B review or the maximum 60 days under the Type A review. We have yet to determine whether the Type A or Type B review is appropriate for that project.

ODOE staff evaluated the Type B review request for the Wheatridge amendment and concluded that the Type A review was appropriate for several reasons. One of those reasons was the anticipated interest by members of the public. As previously stated, we are trying to be responsive to the public's interests in participating in our reviews. Because the Type B review does not afford the public the ability to directly testify in front of the decision makers, or have the ability to request a contested case, we determined there would likely be enough public interest that Type A would be the appropriate pathway. That said, this is the first Type B review request submitted to our agency, and it is possible that EFSC will disagree with staff's determination. This is why staff have encouraged NextEra to follow the next step set out in rule, which is to raise the staff determination to EFSC for their concurrence, modification, or rejection. In the meantime, we are committed to reviewing the amendment request as efficiently as possible, once it is submitted.

Sincerely,



Janine Benner

Director

Oregon Department of Energy