

# MORROW COUNTY BOARD OF COMMISSIONERS MEETING AGENDA

Wednesday, June 13, 2018 at 9:00 a.m.

Irrigon Branch of the Oregon Trail Library District, Community Room

490 N.E. Main Ave., Irrigon, Oregon

1. **Call to Order and Pledge of Allegiance - 9:00 a.m.**
  2. **City/Citizen Comments:** Individuals may address the Board on topics not on the agenda
  3. **Open Agenda:** The Board may introduce subjects not on the agenda
  4. **Consent Calendar**
    - a. Approve Claims: Accounts Payable dated June 14<sup>th</sup>; Two Payroll Payables, Immediates & Electronic dated June 6<sup>th</sup>: \$153,188.38 and HRA in the amount of \$2,875; June 2018 Retirement Taxes dated June 13<sup>th</sup> in the amount of \$18,767.41
    - b. Public Works Contracts: North Morrow Lot Fencing Project; North End Transfer Station Scale Pit Foundation Project
    - c. Sales Agreement for the purchase of 2018 Caterpillar 420F2 Industrial Loader
    - d. Resolution No. R-2018-12: Approving an Agreement between the Sponsors of the Columbia River Enterprise Zone and Morrow County Grain Growers
    - e. Resolution No. R-2018-13: Approving an Agreement Between the Sponsors of the Columbia River Enterprise Zone and WOF PNW Threemile Project LLC
  5. **Business Items**
    - a. Request to use County Easement (Ivonne Navarro, Boardman)
    - b. Disposition of Surplus Property – Irrigon (Karen Wolff, Human Resources Director)
    - c. Oregon Department of Transportation Rail & Public Transit Division Grant Agreement No. 32881 to support a permanent part-time position in The Loop – Morrow County Transportation (Anita Pranger, Coordinator, The Loop)
    - d. Herbicide Application Insurance Discussion (Dave Pranger, Weed Inspector)
    - e. Supporting the Appointment of Greg Sweek as Enterprise Zone Manager of the Columbia River Enterprise Zone II (Carla McLane, Planning Director)
    - f. Code Enforcement, Recreational Vehicles as Residential Units (Carla McLane, Planning Director)
    - g. Update on road vacation request from the Port of Morrow (Carla McLane, Planning Director)
    - h. First and Second Readings: Ordinance No. ORD-2018-1 - Harp Solar Adopting Ordinance to Approve an Exception to Goal 3 to Allow Development of a Solar Photovoltaic Energy Generation Facility & Associated Equipment on Land Zoned Exclusive Farm Use (Carla McLane, Planning Director)
  6. **Department Reports**
    - a. Planning Department Monthly Report (Carla McLane, Planning Director)
  7. **Correspondence**
  8. **Commissioner Reports**
  9. **Signing of documents**
  10. **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. Adjournment**

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

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

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



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

Item #
4bi

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

Staff Contact: Matt Scrivner
Department: Public Works - Road
Short Title of Agenda Item: N. Road dept. Property Fencing Contract
Phone Number (Ext): 541-9899500
Requested Agenda Date: 06/13/2018

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

N/A
Purchase Pre-Authorizations, Contracts & Agreements
Contractor/Entity: Farm City Fence, LLC
Contractor/Entity Address: 81252 N Hwy 395, Hermsiton, OR 97838
Effective Dates - From: 06/06/2018 Through: Completion
Total Contract Amount: \$47,450.00 Budget Line: 199-540-4401
Does the contract amount exceed \$5,000? Yes No

Reviewed By:
[Signature] 6/7/18 Department Head Required for all BOC meetings
[Signature] 6/11/18 Admin. Officer/BOC Office Required for all BOC meetings
[Signature] 6/7/18 County Counsel \*Required for all legal documents
[Signature] 6/7/18 Finance Office \*Required for all contracts; other items as appropriate.
[Signature] 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):**

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.

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

**2. FISCAL IMPACT:**

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

Board of Commissioner award the Contract to Farm City Fence, LLC for the amount of \$47,450.00.

Attach additional background documentation as needed.

**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](mailto: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 518, 210 E MAIN  
MT. VERNON, OR 97265  
PHONE (541) 532-4520  
E-Mail: [office@ferguson.net](mailto:office@ferguson.net)

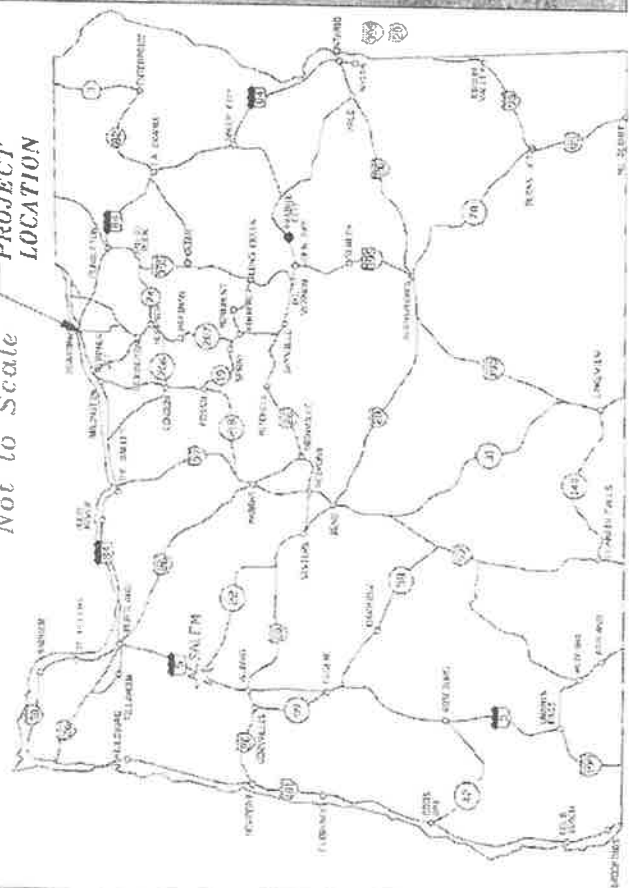
# North Morrow Lot Fencing Sheet 1 of 2

INDEX

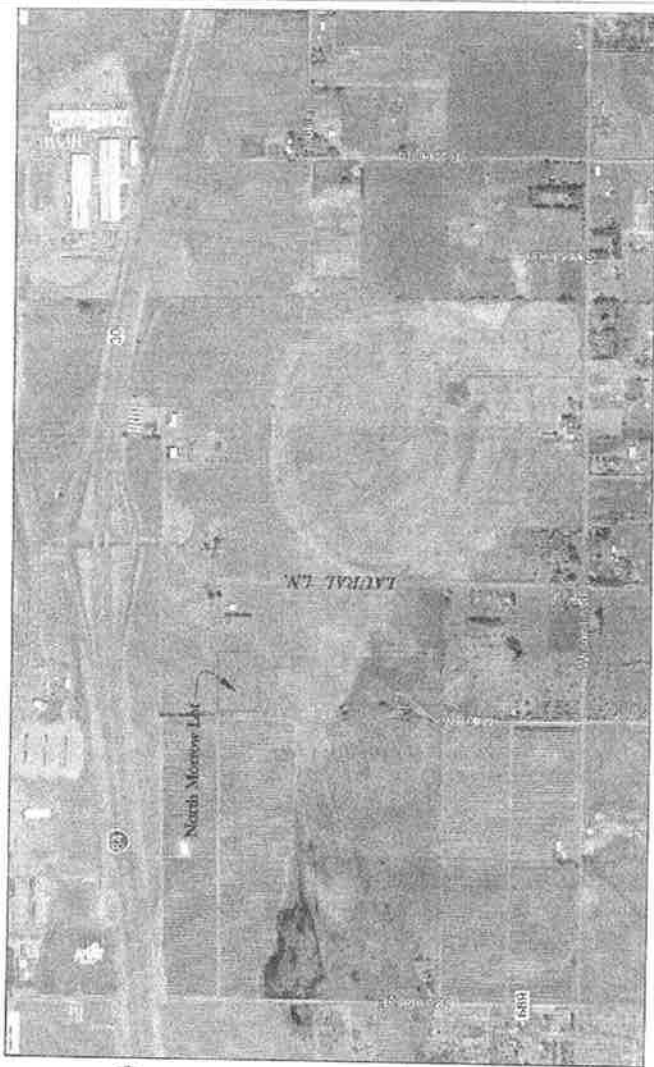
SHEET 1	COVER SHEET & INDEX
SHEET 2	LOT FENCING PLAN

## 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.

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

398.51' Fence Length

• PROPERTY CORNER SURVEY MARKER,  
 DO NOT DISTURB



Scale: 1" = 40'

579.68' Fence Length

1900 lot 2 Complete Line Fence 1-5/8 Top 2-3/8 Line  
 @ 2 7/8 Corners

29.93' Access Easement

Double 12' Gates

350.93' Fence Length



**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: Farm City Fence

Address: 81252 Hwy 395 N  
Hermiston, OR 97838

Phone: 541-567-6854

Oregon Construction Contractors Board Registration Number: 218852

**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.

**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 Federated Mutual Insurance Company

ID/Policy # 

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 5-31-2018 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

*Certification of Workers  
Compensation Coverage*

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**

By: \_\_\_\_\_  
Don Russell, Chair  
Morrow County Board of Commissioners

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

By: \_\_\_\_\_  
Melissa Lindsay, Commissioner  
Morrow County Board of Commissioners

**CONTRACTOR**

By: Shawn R. Eng

Title: Owner

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

**From:** [Justin Nelson](#)  
**To:** [Sandra Pointer](#); [Matt Scrivner](#); [Richard Tovey](#)  
**Subject:** RE: Please review Contract - and documents  
**Date:** Friday, June 01, 2018 1:17:21 PM  
**Attachments:** [Farm City Fence Porposal.pdf](#)  
[North Morrow Lot Fencing Bidding Documents.pdf](#)

---

Since the contract was a part of the bid packet and created by Ferguson, I don't think we have much say/control now. I think the BoC will want it already filled in though (the contract amount, fed ID number etc.).

-Justin

---

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

**From:** Sandra Pointer  
**Sent:** Thursday, May 31, 2018 2:50 PM  
**To:** Matt Scrivner <[mscrivner@co.morrow.or.us](mailto:mscrivner@co.morrow.or.us)>; Justin Nelson <[jnelson@co.morrow.or.us](mailto:jnelson@co.morrow.or.us)>; Richard Tovey <[rtovey@co.morrow.or.us](mailto:rtovey@co.morrow.or.us)>  
**Subject:** FW: Please review Contract - and documents

This is another one, just to look over to see if the contract will work.

**From:** Sandra Pointer  
**Sent:** Wednesday, May 30, 2018 2:56 PM  
**To:** Justin Nelson <[jnelson@co.morrow.or.us](mailto:jnelson@co.morrow.or.us)>; Richard Tovey <[rtovey@co.morrow.or.us](mailto:rtovey@co.morrow.or.us)>  
**Subject:** Please review Contract - and documents

Hello guys

This was on the agenda today to be awarded and we are wanting to get this on the consent for next week the 6<sup>th</sup> please. This is a Ferguson Contract and the entire document that I will submit. But wanted you to review prior to sending on to everyone.

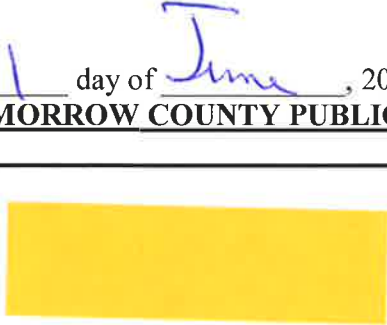
Thank you.

**Morrow County Public Works**

Sandi Pointer  
*Management Assistant*

**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 11 day of June, 2018 by and between MORROW COUNTY, by and through THE MORROW COUNTY PUBLIC WORKS DEPARTMENT, hereinafter called "Agency" and \_\_\_\_\_, hereinafter called "Contractor".



**WITNESSETH:**

That the said Contractor, in consideration of the LUMP SUM TOTAL AMOUNT OF \$ 47,450.00, 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**


By: \_\_\_\_\_  
Don Russell, Chair  
Morrow County Board of Commissioners

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

By: \_\_\_\_\_  
Melissa Lindsay, Commissioner  
Morrow County Board of Commissioners

**CONTRACTOR**

By:  \_\_\_\_\_

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

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

**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, Farm City Fence, 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 217852 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: Shawn P. Eng      Date: 5-31-2018  
Title: owner

**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
Farm City Fence	47,400.00	Fence Install

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): Shawn R Eng

Phone No.: 541-720-0263



50 BOND

WARRANTY BOND

BOND #6075222

FARM CITY FENCE LLC

81252 HWY 395 NORTH HERMISTON OR 97838

FEDERATED MUTUAL INSURANCE COMPANY

MINNESOTA

PO BOX 328 OWATONNA, MN 55060

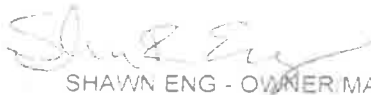
MINNESOTA

10% OF THE PROPOSAL

24TH

MAY

FARM CITY FENCE LLC



SHAWN ENG - OWNER/MANAGING MEMBER

FEDERATED MUTUAL INSURANCE COMPANY



MICHELLE KRAY

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS:

That FEDERATED MUTUAL INSURANCE COMPANY, a corporation duly organized and existing under the laws of the State of Minnesota, and having its principal office in the City of Owatonna, State of Minnesota, does hereby constitute and appoint:

MICHELLE KRAAY of the City of OWATONNA State of MINNESOTA its true and lawful attorney for the following purposes:

To sign its name as surety to, and to execute, affix the seal, acknowledge and deliver any and all surety bonds and penalties not exceeding:

ONE HUNDRED THOUSAND DOLLARS (\$100,000) EACH

FARM CITY FENCE LLC HERMISTON OR

The execution of such bonds or undertakings in pursuance of these presents shall be binding upon the Company as if they had been executed and acknowledged by the regularly elected officers of the Company.

This Power of Attorney granted by Federated Mutual Insurance Company shall terminate when the designee ceases to be:

- 1) Employed by Federated Mutual Insurance Company or
- 2) Employed by Federated Mutual Insurance Company in a job for which such Power of Attorney is required.

IN WITNESS WHEREOF, the said FEDERATED MUTUAL INSURANCE COMPANY has caused this instrument to be signed and its corporate seal to be affixed by its Executive Vice President and Assistant Secretary this the 8TH day of APRIL, 2016

FEDERATED MUTUAL INSURANCE COMPANY

BY James A. Thon  
Executive Vice President

and BY Jonathan R. Hanson  
Assistant Secretary

(SEAL)

STATE OF MINNESOTA  
COUNTY OF STEELE

On this 8TH day of APRIL, 2016 personally appeared before me, the undersigned notary public, James A. Thon and Jonathan R. Hanson to me personally known, who, each being duly sworn by me, did say that they are respectively the Executive Vice President and Assistant Secretary of the FEDERATED MUTUAL INSURANCE COMPANY and that the seal affixed to this instrument is the corporate seal of said Corporation and that this instrument was signed and sealed of behalf of said Corporation by authority of its Board of Directors and said James A. Thon and Jonathan R. Hanson acknowledge said instrument to be the free act and deed of said corporation.



(SEAL)

Kelly J. Hagen

STATE OF OREGON  
CONSTRUCTION CONTRACTORS BOARD  
LICENSE CERTIFICATE

LICENSE NUMBER: 218852

This document certifies that:

FARM CITY FENCE LLC  
81252 HWY 395 NORTH  
HERMISTON OR 97838

is licensed in accordance with Oregon Law as a Commercial General Contractor Level 2.

**License Details:**

EXPIRATION DATE: 02/02/2020  
ENTITY TYPE: Limited Liability Company  
INDEP. CONT. STATUS: NONEXEMPT  
RESIDENTIAL BOND: NONE  
COMMERCIAL BOND: \$20,000  
INSURANCE: \$1,000,000 / \$2,000,000  
RMI: SHAWN RAY ENG  
HOME INSPECTOR CERTIFIED: NO

# Request for Taxpayer Identification Number and Certification

Give Form to the requester. Do not send to the IRS.

▶ Go to [www.irs.gov/FormW9](http://www.irs.gov/FormW9) for instructions and the latest information.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.  
Farm City Fence LLC

2 Business name/disregarded entity name, if different from above

3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only **one** of the following seven boxes.

Individual/sole proprietor or single-member LLC     C Corporation     S Corporation     Partnership     Trust/estate

Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ▶ \_\_\_\_\_

Other (see instructions) ▶ \_\_\_\_\_

4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):  
Exempt payee code (if any) \_\_\_\_\_  
Exemption from FATCA reporting code (if any) \_\_\_\_\_  
(Applies to accounts maintained outside the U.S.)

5 Address (number, street, and apt. or suite no.) See instructions.  
8155 N Hwy 315

6 City, state, and ZIP code  
Hermiston OR 97138

7 List account number(s) here (optional)

8 Requester's name and address (optional)

## Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Social security number

			-			-			
--	--	--	---	--	--	---	--	--	--

**Note:** If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

## Part II Certification

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
- I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
- I am a U.S. citizen or other U.S. person (defined below); and
- The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

**Certification instructions.** You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign Here    Signature of U.S. person ▶ [Signature]

Date ▶ 1/24/18

## General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

**Future developments.** For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to [www.irs.gov/FormW9](http://www.irs.gov/FormW9).

### Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid)

- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See *What is backup withholding*, later.



## AGENDA ITEM COVER SHEET

Morrow County Board of Commissioners  
(Page 1 of 2)

Item #  
**4b ii**

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

Staff Contact: **Matt Scrivner** Phone Number (Ext): **541-989-9500**  
 Department: **Public Works - Road** Requested Agenda Date: **06/13/2018**  
 Short Title of Agenda Item: **N. End Transfer Station Scale pit foundation contract**

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

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

N/A                                      Purchase Pre-Authorizations, Contracts & Agreements

Contractor/Entity: **Silver Creek Contracting, LLC**  
 Contractor/Entity Address: **PO Box 994, Heppner, OR 97836**  
 Effective Dates – From: **06/06/2018** Through: **Completion**  
 Total Contract Amount: **\$31,805.40** Budget Line: **101122-540-4402**  
 Does the contract amount exceed \$5,000?     Yes     No

Reviewed By:

 _____ DATE	Department Head	Required for all BOC meetings
 _____ DATE	Admin. Officer/BOC Office	Required for all BOC meetings
 _____ DATE	County Counsel	*Required for all legal documents
 _____ DATE	Finance Office	*Required for all contracts; other items as appropriate.
_____ DATE	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):**

Morrow County Public works had solicited for bids to install a scale pit foundation at the North end Transfer-station.

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

## **2. FISCAL IMPACT:**

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

BOC to sign the contract for the Scale Pit foundation Project to Silver Creek Contracting, LLC in the amount of \$31,805.40.

Attach additional background documentation as needed.

**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 Contractors Board Registration Num

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 these 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
<b>TOTAL BID AMOUNT</b>					<b>\$ 31,805.40</b>

By:   
 Signature  
 Print Name: Michael Dando  
 Title: Member  
 Telephone: 541-626-2060  
 Company Name: Silver Creek Contracting LLC  
 Mailing Address: PO Box 994  
Heppner, OR 97836  
 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 ----- dollars (\$ -----), Ten Percent of Total Amount 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 Fugik  
 (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 (he, 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, notes, applications, memorandums, undertakings, negotiations, transfers, contracts of indemnity policies, contracts guaranteeing the fidelity of persons holding positions of public or private trust, and other instruments, and to execute the business of the Company in any regular, 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 paper of the Company.

IN WITNESS WHEREOF, the Company has caused this instrument to be signed and duly attested by the signature of its officer the \_\_\_\_\_ day of \_\_\_\_\_, 2017.

*Alecia Funk*  
Alecia Funk, 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 aforesaid is the corporate seal of said Company, and the said corporate seal and the signature were duly authorized and subscribed to said instrument by the authority and direction of said Company.

SARAH T. BASSETT  
Notary Public, State of New York  
No. 0284456400  
Qualified in New York County  
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 the 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 \_\_\_\_\_, 2017.

*Laura Guy*  
Laura Guy, Assistant Secretary

This power of attorney expires: April 30, 2019.

BDJ 1/05-17/00

**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

**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 commencing 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.  
(X) Yes  No

Bidder Signature:  Date: 5-24-18

Title: Member



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
12/21/2017

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsements.

PRODUCER Wheatland Insurance Center Inc PO Box 1349 455 E. Main St Hermiston OR 97638	CONTACT NAME: Alico Park CIC PHONE No. (541) 367-8934 FAX No. (541) 367-8934 ADDRESS: alicopark@acornet	INSURER A: Continental Western Ins Co. INSURER B: SAIF - Service Center INSURER C: INSURER D: INSURER E: INSURER F:	NAIC # OR 97638 OR 97638
--	--	--	--------------------------------

**COVERAGES** CERTIFICATE NUMBER: 1718 Cents REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

TYPE OF INSURANCE	INSURED	POLICY NUMBER	ISSUE DATE (MM/DD/YYYY)	EXPIRES DATE (MM/DD/YYYY)	LIMITS
<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR POLICY <input checked="" type="checkbox"/> FOC <input type="checkbox"/> LOC OTHER: <input type="checkbox"/>		CPA6023556	12/30/2017	12/30/2018	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Per occurrence) \$ 300,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADJ INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED <input type="checkbox"/> NON-OWNED <input checked="" type="checkbox"/> AUTOES ONLY <input type="checkbox"/> AUTOES ONLY		CPA6023556	12/30/2017	12/30/2018	COMBINED SINGLE LIMIT (Per accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
<input checked="" type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> EXCESS <input type="checkbox"/> RETENTION \$		CPA6023556	12/30/2017	12/30/2018	EACH OCCURRENCE \$ 2,000,000 AGGREGATE \$ 2,000,000
<input type="checkbox"/> WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROVISION WITHIN POLICY EXCLUSIVE (Mandatory in NH) IF YES, describe with respect to 28(a) of RSA 28:209 below		786978	01/01/2016	01/01/2019	PER STATUTE WITH OTHER \$ E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
<input type="checkbox"/> INLAND MARINE		CPA6023556	12/30/2017	12/30/2018	Rented Equipment \$400,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER	CANCELLATION
Morrow County PO Box 788 Hepner OR 97636-0788	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.  AUTHORIZED REPRESENTATIVE <i>Melissa Ford</i>

ACORD 25 (2016/03) © 1986-2015 ACORD CORPORATION. All rights reserved. The ACORD name and logo are registered marks of ACORD

**From:** [Justin Nelson](#)  
**To:** [Sandra Pointer](#); [Matt Scrivner](#); [Richard Tovey](#)  
**Subject:** RE: Please review for contract  
**Date:** Friday, June 01, 2018 1:19:54 PM

---

I will just mirror what I said in the prior email with the fence contract: "Since the contract was a part of the bid packet and created by Ferguson, I don't think we have much say/control now. I think the BoC will want it already filled in though (the contract amount, fed ID number etc.). "

-Justin

---

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

**From:** Sandra Pointer  
**Sent:** Thursday, May 31, 2018 2:49 PM  
**To:** Matt Scrivner <[mscrivner@co.morrow.or.us](mailto:mscrivner@co.morrow.or.us)>; Justin Nelson <[jnelson@co.morrow.or.us](mailto:jnelson@co.morrow.or.us)>; Richard Tovey <[rtovey@co.morrow.or.us](mailto:rtovey@co.morrow.or.us)>  
**Subject:** FW: Please review for contract

Justin or Richard, Have you had a chance to look these over?

**From:** Sandra Pointer  
**Sent:** Wednesday, May 30, 2018 3:22 PM  
**To:** Justin Nelson <[jnelson@co.morrow.or.us](mailto:jnelson@co.morrow.or.us)>; Richard Tovey <[rtovey@co.morrow.or.us](mailto:rtovey@co.morrow.or.us)>  
**Subject:** Please review for contract

Justin and Richard,

This is another Ferguson contract but just am getting it together to send up for BOC's approval of the contract for 6/6/2018

**Morrow County Public Works**

Sandi Pointer  
*Management Assistant*  
365 W. Hwy 74, P.O. Box 428  
Lexington, OR. 97839  
541-240-1761 Cell Phone



541-989-8166 Office

541-989-8352 Fax

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

Road,Airport,Waste Management,Parks and General Maintenance

Visit us on the web [www.co.morrow.or.us](http://www.co.morrow.or.us)

**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 13<sup>th</sup> day of June, 2018 by and between **MORROW COUNTY**, by and through **THE MORROW COUNTY PUBLIC WORKS DEPARTMENT**, hereinafter called "Agency" and Silver Creek Contracting LLC hereinafter called "Contractor".



**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**

By: \_\_\_\_\_  
Don Russell, Chair  
Morrow County Board of Commissioners

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

By: \_\_\_\_\_  
Melissa Lindsay, Commissioner  
Morrow County Board of Commissioners

**CONTRACTOR**  
By:   
Title: Member

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 Saif

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 6-13 2018

  
(Contractor's Signature) Member

**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

**PAYMENT BOND**

**Bond Number:** E

**AMCO Insurance Company**  
**Nationwide Mutual Insurance Company**  
**Allied Property & Casualty Insurance Company**  
1100 Locust St., Dept 2006 Des Moines, IA 50391-2006  
(866) 387-0457

**CONTRACTOR:**  
Silver Creek Contracting, LLC  
54188 Hwy 74  
Heppner, OR 97836

**SURETY:**  
Nationwide Mutual Insurance Company  
1100 Locust St., Dept. 2006  
Des Moines, IA 50391-2006

**OWNER:**  
Morrow County Public Works Department  
365 W. Hwy 74 / PO Box 428  
Lexington, OR 97839

**CONSTRUCTION CONTRACT**

Date:

Amount: \$31,805.40                      Thirty One Thousand Eight Hundred Five and 40/100ths---

Description:  
North End Transfer Station Scale Pit Foundation Project

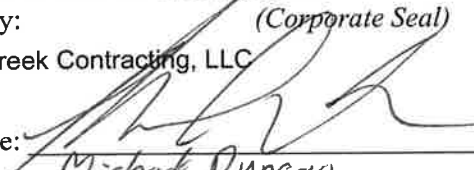
**BOND**

Date: 5/31/18

Amount: \$31,805.40                      Thirty One Thousand Eight Hundred Five and 40/100ths

Modifications to this Bond:  None     See Section 16

**CONTRACTOR AS PRINCIPAL**  
Company: *(Corporate Seal)*  
Silver Creek Contracting, LLC

Signature:   
Name: *Michael Duncan*  
And Title: *Member*

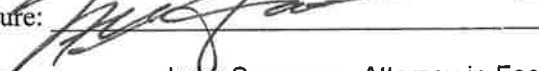
*(Any additional signatures appear on the last page of this Performance Bond)*

*(FOR INFORMATION ONLY – Name, address and telephone)*

**AGENT or BROKER:**

Wheatland Insurance Center, Inc.

**SURETY**  
Company: *(Corporate Seal)*  
Nationwide Mutual Insurance Company

Signature:   
Name: \_\_\_\_\_  
and Title: *Luke Swanson , Attorney-in-Fact*



**OWNERS REPRESENTATIVE:**  
*(Architect, Engineer or other party:)*

§ 1 The Contractor and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors and assigns to the Owner to pay for labor, materials and equipment furnished for use in the performance of the Construction Contract, which is incorporated herein by reference, subject to the following terms.

§ 2 If the Contractor promptly makes payment of all sums due to Claimants, and defends, indemnifies and holds harmless the Owner from claims, demands, liens or suits by any person or entity seeking payment for labor, materials or equipment furnished for use in the performance of the Construction Contract, then the Surety and the Contractor shall have no obligation under this Bond.

§ 3 If there is no Owner Default under the Construction Contract, the Surety's obligation to the Owner under this Bond shall arise after the Owner has promptly notified the Contractor and the Surety (at the address described in Section 13) of claims, demands, liens or suits against the Owner or the Owner's property by any person or entity seeking payment for labor, materials or equipment furnished for use in the performance of the Construction Contract and tendered defense of such claims, demands, liens or suits to the Contractor and the Surety.

§ 4 When the Owner has satisfied the conditions in Section 3, the Surety shall promptly and at the Surety's expense defend, indemnify and hold harmless the Owner against a duly tendered claim, demand, lien, or suit.

§ 5 The Surety's obligations to a Claimant under this Bond shall arise after the following:

§ 5.1 Claimants, who do not have a direct contract with the Contractor,

- .1 have furnished a written notice of non-payment to the Contractor, stating with substantial accuracy the amount claimed and the name of the party to whom the materials were, or equipment was, furnished or supplied or for whom the labor was done or performed, within ninety (90) days after having last performed labor or last furnished materials or equipment included in the Claim; and
- .2 have sent a Claim to the Surety (at the address described in Section 13)

§ 5.2 Claimants, who are employed by or have a direct contract with the Contractor, have sent a Claim to the Surety (at the address described in Section 13).

§ 6 If a notice of non-payment required by Section 5.1.1 is given by the Owner to the Contractor, that is sufficient to satisfy a Claimant's obligation to furnish a written notice of non-payment under Section 5.1.1.

§ 7 When a Claimant has satisfied the conditions of Sections 5.1 or 5.2, whichever is applicable, the Surety shall promptly and at the Surety's expense take the following actions:

§ 7.1 Send an answer to the Claimant, with a copy to the Owner, within sixty (60) days after receipt of the Claim, stating the amounts that are undisputed and the basis for challenging any amounts that are disputed; and

§ 7.2 Pay or arrange for payment of any undisputed amounts.

§ 7.3 The Surety's failure to discharge its obligations under Section 7.1 or Section 7.2 shall not be deemed to constitute a waiver of defenses the Surety or Contractor may have or acquire as to a Claim, except as to undisputed amounts for which the Surety and Claimant have reached agreement. If, however, the Surety fails to discharge its obligations under Section 7.1 or Section 7.2, the Surety shall indemnify the Claimant for the reasonable attorney's fees the Claimant incurs thereafter to recover any sums found to be due and owing to the Claimant.

§ 8 The Surety's total obligation shall not exceed the amount of this Bond, plus the amount of reasonable attorney's fees provided under Section 7.3, and the amount of this Bond shall be credited for any payments made in good faith by the Surety.

§ 9 Amounts owed by the Owner to the Contractor under the Construction Contract shall be used for the performance of the Construction Contract and to satisfy claims, if any, under any construction performance bond. By the Contractor furnishing and the Owner accepting this Bond, they agree that all funds earned by the Contractor in the performance of the Construction Contract are dedicated to satisfy obligations of the Contractor and Surety under this Bond, subject to the Owner's priority to use the funds for the completion of the work.

§ 10 The Surety shall not be liable to the Owner, Claimants or others for obligations of the Contractor that are unrelated to the Construction Contract. The Owner shall not be liable for the payment of any costs or expenses of any Claimant under this Bond, and shall have under this Bond no obligation to make payments to, or give notice on behalf of, Claimants or otherwise have any obligations to Claimants under this Bond.

§ 11 The Surety hereby waives notice of any change, including changes of time, to the Construction Contract or to related subcontracts, purchase orders and other obligations.

§ 12 No suit or action shall be commenced by a Claimant under this Bond other than in a court of competent jurisdiction in the state in which the project that is the subject of the Construction Contract is located or after the expiration of one year from the date (1) on which the Claimant sent a Claim to the Surety pursuant to Section 5.1.2 or 5.2, or (2) on which the last labor or service was performed by anyone or the last materials or equipment were furnished by anyone under the Construction Contract, whichever of (1) or (2) first occurs. If the provisions of this Paragraph are void or prohibited by law, the minimum period of limitation available to sureties as a defense in the jurisdiction of the suit shall be applicable.

§ 13 Notice and Claims to the Surety, the Owner or the Contractor shall be mailed or delivered to the address shown on the page on which their signature appears. Actual receipt of notice or Claims, however accomplished, shall be sufficient compliance as of the date received.

§ 14 When this Bond has been furnished to comply with a statutory or other legal requirement in the location where the construction was to be performed, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

§ 15 Upon request by any person or entity appearing to be a potential beneficiary of this Bond, the Contractor and Owner shall promptly furnish a copy of this bond or shall permit a copy to be made.

## § 16 Definitions

§ 16.1 **Claim.** A written statement by the Claimant including at a minimum:

- .1 the name of the Claimant;
- .2 the name of the person for whom the labor was done, or materials or equipment furnished;
- .3 a copy of the agreement or purchase order pursuant to which labor, materials or equipment was furnished for use in the performance of the Construction Contract;
- .4 a brief description of the labor, materials or equipment furnished;
- .5 the date on which the Claimant last performed labor or last furnished materials or equipment for use in the performance of the Construction Contract;
- .6 the total amount earned by the Claimant for labor, materials or equipment furnished as of the date of the Claim;
- .7 the total amount of previous payments received by the Claimant; and
- .8 the total amount due and unpaid to the Claimant for labor, materials or equipment furnished as of the date of the Claim.

§ 16.2 **Claimant.** An individual or entity having a direct contract with the Contractor or with a subcontractor of the Contractor to furnish labor, materials or equipment for use in the performance of the Construction Contract. The term Claimant also includes any individual or entity that has rightfully asserted a claim under an applicable mechanic's lien or similar statute against the real property upon which the Project is located. The intent of this Bond shall be to include without limitation in the terms "labor, materials or equipment" that part of water, gas, power, light, heat, oil, gasoline, telephone service or rental equipment used in the Construction Contract, architectural and engineering services required for performance of the work of the Contractor and the Contractor's subcontractors, and all other items for which a mechanic's lien may be asserted in the jurisdiction where the labor, materials or equipment were furnished.

§ 16.3 **Construction Contract.** The agreement between Owner and Contractor identified on the cover page, including all Contract Documents and all changes made to the agreement and the Contract Documents.

§ 16.4 **Owner Default.** Failure of the Owner, which has not been remedied or waived, to pay the Contractor as required under the Construction Contract or to perform and complete or comply with the other material terms of the Construction Contract.

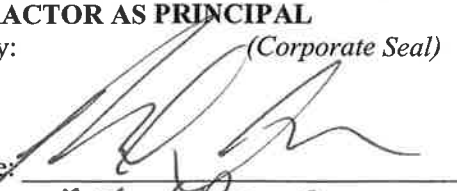
§ 16.5 **Contract Documents.** All the documents that comprise the agreement between the Owner and Contractor.

§ 17 If this Bond is issued for an agreement between a Contractor and subcontractor, the term Contractor in this Bond shall be deemed to be a Subcontractor and the term Owner shall be deemed to be Contractor.


§ 18 Modifications to this bond are as follows:

*(Space is provided below for additional signatures of added parties, other than those appearing on cover page.)*

**CONTRACTOR AS PRINCIPAL**  
Company: \_\_\_\_\_ (Corporate Seal)

Signature:   
Name: Michael Doman  
And Title: Member  
Address: PO Box 994 Heppner, OR

**SURETY**  
Company: \_\_\_\_\_ (Corporate Seal)

Signature:   
Name: LUKE SWANSON  
and Title: Attorney-in-Fact  
Address: 455 E MAIN ST, PO Box 1349  
HEMISTON, OR 97038



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:

LUKE SWANSON

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----

\$ 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 16th day of February, 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 16th day of February, 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, Parag H. Shah, 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 3<sup>rd</sup> day of May, 2018.

Assistant Secretary

This power of attorney expires: April 30, 2019



**PERFORMANCE BOND**

**Bond Number:** 1

**AMCO Insurance Company**  
**Nationwide Mutual Insurance Company**  
**Allied Property & Casualty Insurance Company**  
1100 Locust St., Dept 2006 Des Moines, IA 50391-2006  
(866) 387-0457

**CONTRACTOR:**

Silver Creek Contracting, LLC  
54188 Hwy 74  
Hepner, OR 97836

**SURETY:**

Nationwide Mutual Insurance Company  
1100 Locust St., Dept. 2006  
Des Moines, IA 50391-2006

**OWNER:**

Morrow County Public Works Department  
365 W. Hwy 74 / PO Box 428  
Lexington, OR 97839

**CONSTRUCTION CONTRACT**

Date:

Amount: \$31,805.40                      Thirty One Thousand Eight Hundred Five and 40/100ths-----

Description:

North End Transfer Station Scale Pit Foundation Project

**BOND**

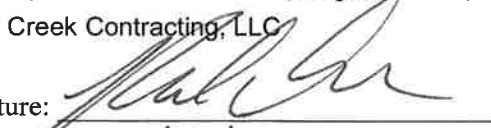
Date: 5/31/18

Amount: \$31,805.40                      Thirty One Thousand Eight Hundred Five and 40/100ths

Modifications to this Bond:  None             See Section 16

**CONTRACTOR AS PRINCIPAL**

Company:                                      *(Corporate Seal)*  
Silver Creek Contracting, LLC

Signature:   
Name                                      *Member*

And Title:  
*(Any additional signatures appear on the last page of this Performance Bond)*

**SURETY**

Company:                                      *(Corporate Seal)*  
Nationwide Mutual Insurance Company

Signature:   
Name  
and Title:                                      Luke Swanson , Attorney-in-Fact



*(FOR INFORMATION ONLY – Name, address and telephone)*

**AGENT or BROKER:**

Wheatland Insurance Center, Inc.

**OWNERS REPRESENTATIVE:**

*(Architect, Engineer or other party:)*

**§ 1** The Contractor and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors and assigns to the Owner for the performance of the Construction Contract, which is incorporated herein by reference.

**§ 2** If the Contractor performs the Construction Contract, the Surety and the Contractor shall have no obligation under this Bond, except when applicable to participate in a conference as provide in Section 3.

**§ 3** If there is no Owner Default under the Construction Contract, the Surety's obligation under this Bond shall arise after

- .1 the Owner first provides notice to the Contractor and the Surety that the Owner is considering declaring a Contractor Default. Such notice shall indicate whether the Owner is requesting a conference among the Owner, Contractor and Surety to discuss the Contractor's performance. If the Owner does not request a conference, the Surety may, within five (5) business days after receipt of the Owner's notice, request such a conference. If the Surety timely requests a conference, the Owner shall attend. Unless the Owner agrees otherwise, any conference requested under this Section 3.1 shall be held within ten (10) business days of the Surety's receipt of the Owner's notice. If the Owner, the Contractor and the Surety agree, the Contractor shall be allowed a reasonable time to perform the Construction Contract, but such an agreement shall not waive the Owner's right, if any, subsequently to declare a Contractor Default:
- .2 the Owner declares a Contractor Default, terminates the Construction Contract and notifies the Surety; and
- .3 the Owner has agreed to pay the Balance of the Contract Price in accordance with the terms of the Construction Contract to the Surety or to a contractor selected to perform the Construction Contract.

**§ 4** Failure on the part of the Owner to comply with the notice requirement in Section 3.1 shall not constitute a failure to comply with a condition precedent to the Surety's obligations, or release the Surety from its obligations, except to the extent the Surety demonstrates actual prejudice.

**§ 5** When the Owner has satisfied the conditions of Section 3, the Surety shall promptly and at the Surety's expense take one of the following actions:

**§ 5.1** Arrange for the Contractor, with the consent of the Owner, to perform and complete the Construction Contract;

**§ 5.2** Undertake to perform and complete the Construction Contract itself, through its agents or independent contractors;

**§ 5.3** Obtain bids or negotiated proposals from qualified contractors acceptable to the Owner for a contract for performance and completion of the Construction Contract, arrange for a contract to be prepared for the execution by the Owner and the contractor selected with the Owner's concurrence, to be secured with performance and payment bonds executed by a qualified surety equivalent to the bonds issued on the Construction Contract, and pay to the Owner the amount of damages as described in Section 7 in excess of the Balance of the Contract Price incurred by the Owner as a result of the Contractor Default; or

**§ 5.4** Waive its right to perform and complete, arrange for completion, or obtain a new contractor and with reasonable promptness under the circumstances:

- .1 After investigation, determine the amount for which it may be liable to the Owner and, as soon as practicable after the amount is determined, make payment to the Owner; or
- .2 Deny liability in whole or in part and notify the Owner, citing the reasons for denial.

**§ 6** If the Surety does not proceed as provided in Section 5 with reasonable promptness, the Surety shall be deemed to be in default on this Bond seven days after receipt of an additional written notice from the Owner to the Surety demanding that the Surety perform its obligations under this Bond, and the Owner shall be entitled to enforce any remedy available to the Owner. If the Surety proceeds as provided in Section 5.4, and the Owner refuses the payment or the Surety has denied liability, in whole or in part, without further notice the Owner shall be entitled to enforce any remedy available to the Owner.

**§ 7** If the Surety elects to act under Section 5.1, 5.2, or 5.3, then the responsibilities of the Surety to the Owner shall not be greater than those of the Contractor under the Construction Contract, and the responsibilities of the Owner to the Surety shall not be greater than those of the Owner under the Construction Contract. Subject to the commitment by the Owner to pay the Balance of the Contract Price, the Surety is obligated, without duplication, for

- .1 the responsibilities of the Contractor for correction of defective work and completion of the Construction Contract;
- .2 additional legal, design professional and delay costs resulting from the Contractor's Default, and resulting from the actions or failure to act of the Surety under Section 5; and
- .3 liquidated damages, or if no liquidated damages are specified in the Construction Contract, actual damages caused by delayed performance or non-performance of the Contractor.

§ 8 If the Surety elects to act under Section 5.1, 5.3, or 5.4, the Surety's liability is limited to the amount of this Bond.

§ 9 The Surety shall not be liable to the Owner or others for obligations of the Contractor that are unrelated to the Construction Contract, and the Balance of the Contract Price shall not be reduced or set off on account of any such unrelated obligations. No right of action shall accrue on this Bond to any person or entity other than the Owner or its heirs, executors, administrators, successors, and assigns.

§ 10 The Surety hereby waives notice of any change, including changes of time, to the Construction Contract or to related subcontractors, purchase orders and other obligations.

§ 11 Any proceeding, legal or equitable, under this Bond may be instituted in any court of competent jurisdiction in the location in which the work or part of the work is located and shall be instituted within two years after a declaration of Contractor Default or within two years after the Contractor ceased working or within two years after the Surety refuses or fails to perform its obligations under this Bond, whichever occurs first. If the provisions of this Paragraph are void or prohibited by law, the minimum period of limitation available to sureties as a defense in the jurisdiction of the suit shall be applicable.

§ 12 Notice to the Surety, the Owner or the Contractor shall be mailed or delivered to the address shown on the page on which their signature appears.

§ 13 When this Bond has been furnished to comply with a statutory or other legal requirement in the location where the construction was to be performed, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

#### § 14 Definitions

§ 14.1 **Balance of the Contract Price.** The total amount payable by the Owner to the Contractor under the Construction Contract after all proper adjustments have been made, including allowance to the Contractor of any amounts received or to be received by the Owner in settlement of insurance or other claims for damages to which the Contractor is entitled, reduced by all valid and proper payments made to or on behalf of the Contractor under the Construction Contract.

§ 14.2 **Construction Contract.** The agreement between the Owner and Contractor identified on the cover page, including all Contract Documents and changes made to the agreement and the Contract Documents.

§ 14.3 **Contractor Default.** Failure of the Contractor, which has not been remedied or waived, to perform or otherwise to comply with a material term of the Construction Contract.

§ 14.4 **Owner Default.** Failure of the Owner, which has not been remedied or waived, to pay the Contractor as required under the Construction Contract or to perform and complete or comply with the other material terms of the Construction Contract.

§ 14.5 **Contract Documents.** All the documents that comprise the agreement between the Owner and Contractor.

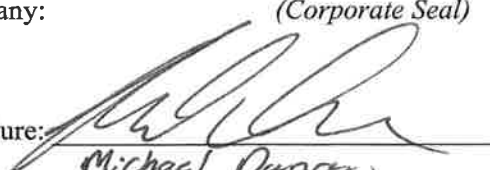
§ 15 If this Bond is issued for an agreement between a Contractor and subcontractor, the term Contractor in this Bond shall be deemed to be a Subcontractor and the term Owner shall be deemed to be Contractor.

§ 16 Modifications to this bond are as follows:

(Space is provided below for additional signatures of added parties, other than those appearing on cover page.)

**CONTRACTOR AS PRINCIPAL**

Company: (Corporate Seal)

Signature: 

Name Michael Dancer

And Title Member

Address PO Box 994 Hesperia OR

**SURETY**

Company: (Corporate Seal)

Signature: 

Name and Title LUKE SWANSON, Attorney-in-Fact

Address 455 E. MAIN, PO BOX 1349  
HEMUSTON, OR 97838

**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](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.



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

(For BOC Use)  
Item #  
**4c**

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

Staff Contact: Matt Scrivner  
Department: Public Works / Road  
Short Title of Agenda Item: (No acronyms please)

Phone Number (Ext): 541-989-9500  
Requested Agenda Date: 6/13/2018

Sales agreement for Cat 420F2

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

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

N/A

Purchase Pre-Authorizations, Contracts & Agreements

Contractor/Entity: **Western States Caterpillar**  
Contractor/Entity Address: **2100 Frontier Loop Pasco, Washington 99301**  
Effective Dates – From: **Date of signing**                      Through: **Lump sum payment**  
Total Contract Amount: **\$ 94,673.37**                      Budget Line: **201-220-5-40-4401**  
Does the contract amount exceed \$5,000?     Yes     No

Reviewed By:

	<u>6/16/18</u> DATE	Department Head	Required for all BOC meetings
	<u>6/13/18</u> DATE	Admin. Officer/BOC Office	Required for all BOC meetings
	<u>6/7/18</u> DATE	County Counsel	*Required for all legal documents
	<u>6/11/18</u> DATE	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 purchase pre-authorization was approved on May 30th 2018. This is the sales agreement that needs to be signed. Please find attached the sales agreement and cost breakdown showing the NJPA discount.

**2. FISCAL IMPACT:**

This purchase will be from the Road departments equipment replacement budget that has a current balance of \$ 382,117.64

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

Motion to approve sales agreement and designate the BOC Chair to sign on behalf of the county.

Attach additional background documentation as needed.

## Sandra Pointer

---

**From:** Justin Nelson  
**Sent:** Thursday, June 07, 2018 7:39 AM  
**To:** Matt Scrivner; Roberta Lutchter; Darrell Green; Kate Knop  
**Cc:** Sandra Pointer  
**Subject:** RE: Agenda packet for purchase agreement of Cat 420F2  
**Attachments:** Agenda packet for purchase of Cat 420F2 .pdf

I have reviewed the attached purchase agreement for the front loader and I do not have any concerns.

-Justin

---

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

---

**From:** Matt Scrivner  
**Sent:** Wednesday, June 6, 2018 6:06 AM  
**To:** Roberta Lutchter <[rlutchter@co.morrow.or.us](mailto:rlutchter@co.morrow.or.us)>; Darrell Green <[dgreen@co.morrow.or.us](mailto:dgreen@co.morrow.or.us)>; Kate Knop <[kknop@co.morrow.or.us](mailto:kknop@co.morrow.or.us)>; Justin Nelson <[jnelson@co.morrow.or.us](mailto:jnelson@co.morrow.or.us)>  
**Cc:** Sandra Pointer <[spointer@co.morrow.or.us](mailto:spointer@co.morrow.or.us)>; Eric Imes <[eimes@co.morrow.or.us](mailto:eimes@co.morrow.or.us)>  
**Subject:** Agenda packet for purchase agreement of Cat 420F2

All

Please find attached the Agenda packet for the purchase of a Cat 420F2 that was approved at last week's BOC meeting. The original will be delivered to Roberta today.

### **Matt Scrivner**

Public Works Director  
Morrow County Public Works  
365 W. Hwy 74  
Lexington, Oregon 97839  
1-541-989-8584 (office)  
1-541-980-7468 (cell)



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"> <li>● Caterpillar FORKS BHL S/N: ART04879 ID: E0007988</li> <li>● Caterpillar 48" BKT 0.60 CYD DC-DH 450 F/E S/N: TBD</li> <li>● Caterpillar 24" HD BKT 6.2CFT 416-430 D/E/F S/N: BL170224596 ID: E0018986</li> <li>● Caterpillar THUMB 420F S/N: DJ171105894 ID: E0028643</li> <li>● Delivery Freight</li> <li>● New Warranty - 36 mo 2,000 hrs - POWERTRAIN + HYDRAULICS + TECH</li> </ul>	
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
	<b>Net Due</b>	<b>\$94,673.37</b>

Western States Equipment

Morrow County

Order Received by

Approved and Accepted by

Title Salesman

Date

6/5/18

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, PL641I  
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, statute, 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 indential 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: \_\_\_\_\_  
By: \_\_\_\_\_  
Print Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

WESTERN STATES EQUIPMENT COMPANY  
By:   
Print Name: Joe Giacalone  
Title: Salesman  
Date: 6/5/12



**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: 6/5/18

**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, 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 delivery 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-COUPPLERS 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	800-852-2287	Spokane, WA	800-541-1234
Pocatello, ID	800-832-2287	Hayden, ID	208-762-6600 (Not a toll free number)
Twin Falls, ID	800-258-1009		
Kalispell, MT	800-635-7794		
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

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

- Asegúrese que se completaron los programas pendientes de mejoras al producto para fines de seguridad (PIP).
- Asegúrese 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 traba 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.



Total List Price	\$ 155,559.00
NJPA Member Discount (22%)	\$ (34,222.98)
<b>Morrow County Purchase Price</b>	<b>\$ 121,336.02</b>

**Additional Work Tools:**

(NJPA Member receive 7.2% Work Tool Discount)

24" HD Bucket	\$ 1,118.08
48" DC Bucket	\$ 1,326.00
Caterpillar Hydraulic Thumb	\$ 1,593.27
95" GP Bucket IT	\$ 3,300.00
48" Backhoe Forks	\$ 3,000.00

<b><u>Morrow County Package Price</u></b>	<b><u>\$ 131,673.37</u></b>
Trade: 1997 Caterpillar 416C	\$ (21,000.00)
Trade: 2003 Caterpillar 277	\$ (16,000.00)

**Net Due:** **\$ 94,673.37**

**Delivered Price Includes the Following:**

1. New 2018 Caterpillar 420F2 IT Hydraulic Backhoe with the above configuration
2. 3 year/2000 hour Powertrain+Hydraulic Machine Governmental Warranty
3. Factory Freight
4. Pre Delivery inspection and calibration performed by Western States
5. Transportation to Morrow County
6. One day onsite safety training with Caterpillar Certified Equipment Trainer.

Joe Giacalone: 

Date: 6/5/18



Morrow County  
NJPA Purchase  
6/04/2018

2018 Caterpillar 420F2 IT  
Prepared by: Joe Giacalone

4508450	420F2 BHL IT, TIER 4, HRC	\$ 94,990.00
2061748	SEAT BELT, 3" SUSPENSION	\$ 108.00
2168840	BUCKET-MP, 1.4 CYD, IT	\$ 7,482.00
2823855	TIRES, 12.5 80-18/21L-24, FS	\$ 2,475.00
3379696	COUNTERWEIGHT, 1015 LBS	\$ 1,750.00
3952942	SEAT, DELUXE FABRIC, HEATED	\$ 1,420.00
3982681	RIDE CONTROL	\$ 1,475.00
3982853	LINES, COMBINED AUX, E-STICK	\$ 3,465.00
3982882	COLD WEATHER PACKAGE, 120V HRC	\$ 775.00
4237607	PLATE GROUP - BOOM WEAR	\$ 214.00
4309944	INSTRUCTIONS, ANSI	\$ -
4447500	COUPLER, PG, MANUAL, DUAL LOCK	\$ 2,026.00
4470049	PRODUCT LINK, CELLULAR, PL641I	\$ -
4508533	HYDRAULICS, MP, 6FCN/8BNK, IT	\$ 2,735.00
4508616	PT, 4WD, AUTOSHIFT	\$ 13,210.00
4508683	CAB, DELUXE	\$ 8,320.00
4508715	AIR CONDITIONER, T4	\$ 2,365.00
4508730	STICK, EXTENDABLE, 14FT	\$ 4,780.00
4508757	ENGINE, 74.5KW,C4.4 ACERT, T4F	\$ 7,000.00
4916734	WORKLIGHTS (8) HALOGEN LAMPS	\$ -
9R5320	CUTTING EDGE, TWO PIECE,WIDE	\$ 329.00
9R6007	STABILIZER PADS, FLIP-OVER	\$ 332.00
4218926	SERIALIZED TECHNICAL MEDIA KIT	\$ -
0P0210	PACK, DOMESTIC TRUCK	\$ -
0P9002	LANE 2 ORDER	\$ -
4616839	SHIPPING/STORAGE PROTECTION	\$ 308.00



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

(For BOC Use)
Item #
4d+e

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: 06132018

Columbia River Enterprise Zone II
Resolutions in Support of CREZ II Agreements

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

N/A Purchase Pre-Authorizations, Contracts & Agreements
Contractor/Entity:
Contractor/Entity Address:
Effective Dates - From: Through:
Total Contract Amount: Budget Line:
Does the contract amount exceed \$5,000? Yes No

Reviewed By:
Carla McLane 06112018 Department Head Required for all BOC meetings
[Signature] DATE Admin. Officer/BOC Office Required for all BOC meetings
\_\_\_\_\_ DATE County Counsel \*Required for all legal documents
\_\_\_\_\_ DATE Finance Office \*Required for all contracts; other items as appropriate.
\_\_\_\_\_ DATE Human Resources \*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 CREZ II Board has negotiated to five year Agreements under the statutory requirements of the Standard Program. The two resolutions are required to be signed by all three Sponsor Entities and are being accomplished last week and this. The Agreements are with the Morrow County Grain Growers and Threemile Canyon Farms.

## **2. FISCAL IMPACT:**

There is no direct fiscal impact based on this action.

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

As a consent agenda item no action or motions are needed. Should it be pulled from the Consent Agenda the following motion is recommended, "I move to approve Resolution R-2018-12 in support of the CREZ II Agreement with the Morrow County Grain Growers." and "I move to approve Resolution R-2018-13 in support of the CREZ II Agreement with WOF PNW Threemile Project."

Attach additional background documentation as needed.

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

IN THE MATTER OF APPROVING            )       RESOLUTION NO. R-2018-12  
AN AGREEMENT BETWEEN THE            )  
SPONSORS OF THE COLUMBIA            )  
RIVER ENTERPRISE ZONE AND            )  
MORROW COUNTY GRAIN GROWERS )

**WHEREAS**, Morrow County, the Port of Morrow and the City of Boardman are Sponsors of the Columbia River Enterprise Zone (II); and

**WHEREAS**, the Columbia River Enterprise Zone (I) was originally established in 1998 and the Columbia River Enterprise Zone (II) was reauthorized in 2009; and

**WHEREAS**, the Columbia River Enterprise Zone (II) is governed by an Intergovernmental Agreement which sets forth governance and authorizes the Columbia River Enterprise Zone II Board to negotiate and enter into Agreements on behalf of the Sponsoring Entities; and

**WHEREAS**, the Columbia River Enterprise Zone (II) Board has negotiated with the Morrow County Grain Growers for extended abatement under the Standard Enterprise Zone requirements outlined in Oregon Administrative Rule Chapter 123 Division 674; and

**WHEREAS**, the Columbia River Enterprise Zone (II) Board and Manager have executed the Agreement; and

**WHEREAS**, the Morrow County Grain Growers has submitted the necessary application to the Columbia River Enterprise Zone Manager;

**NOW THEREFORE, THE MORROW COUNTY BOARD OF COMMISSIONERS  
HEREBY RESOLVES:**

To support the Agreement as negotiated by the Columbia River Enterprise Zone (II) Board with the Morrow County Grain Growers by signing this statutorily required Resolution.



This Resolution shall be effective immediately.

Dated this 13<sup>th</sup> day of June 2018

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

---

Don Russell, Chair

---

Jim Doherty, Commissioner

---

Melissa Lindsay, Commissioner

Approved as to form:

---

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

IN THE MATTER OF APPROVING            )       RESOLUTION NO. R-2018-13  
AN AGREEMENT BETWEEN THE         )  
SPONSORS OF THE COLUMBIA         )  
RIVER ENTERPRISE ZONE AND         )  
WOF PNW THREEMILE PROJECT LLC    )

**WHEREAS**, Morrow County, the Port of Morrow and the City of Boardman are Sponsors of the Columbia River Enterprise Zone (II); and

**WHEREAS**, the Columbia River Enterprise Zone (I) was originally established in 1998 and the Columbia River Enterprise Zone (II) was reauthorized in 2009; and

**WHEREAS**, the Columbia River Enterprise Zone (II) is governed by an Intergovernmental Agreement which sets forth governance and authorizes the Columbia River Enterprise Zone II Board to negotiate and enter into Agreements on behalf of the Sponsoring Entities; and

**WHEREAS**, the Columbia River Enterprise Zone (II) Board has negotiated with WOF PNW Threemile Project LLC for extended abatement under the Standard Enterprise Zone requirements outlined in Oregon Administrative Rule Chapter 123 Division 674; and

**WHEREAS**, the Columbia River Enterprise Zone (II) Board and Manager have executed the Agreement; and

**WHEREAS**, WOF PNW Threemile Project LLC has submitted the necessary application to the Columbia River Enterprise Zone Manager;

**NOW THEREFORE, THE MORROW COUNTY BOARD OF COMMISSIONERS  
HEREBY RESOLVES:**

To support the Agreement as negotiated by the Columbia River Enterprise Zone (II) Board with WOF PNW Threemile Project LLC by signing this statutorily required Resolution.

This Resolution shall be effective immediately.

Dated this 13<sup>th</sup> day of June 2018

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

---

Don Russell, Chair

---

Jim Doherty, Commissioner

---

Melissa Lindsay, Commissioner

Approved as to form:

---



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

(For BOC Use)  
 Item #  
 5a

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

Staff Contact: Darrell Green for Ivonne Navarro      Phone Number (Ext):  
 Department:      Requested Agenda Date: 06/13/2018  
 Short Title of Agenda Item: **County Easement behind Boardman Health Dept buiding**

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

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

Reviewed By:

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

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

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

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

---

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

Yvonne Navarro plans to open a coffee shop near the Sunrise Cafe. She would like to use the gravel road/pathway between the Health Department's building and Sunrise Cafe for her customers to drive through when they come to her coffee shop.  
She will be presenting her ideas and plans for her coffee shop to the BOC to consider granting her an easement or Right-of-Way for her proposed business.

**2. FISCAL IMPACT:**

N/A

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

None at this time

Attach additional background documentation as needed.

# The Oregon Map

ew Directions



AVE

ST

SEE MAP 04N 25E

ST

DEED 2003-7133

DEED 2003-7133

80'

80'

25.77'

32.81'

214.32'

32.81'

46.40'

170'

150'

4100

Boardman  
Sinclair

4

S21°04'45"E

1

S07°35'E

148.64'

150'

4200

MORROW  
COUNTY HEALTH  
DEPT.

2

3

90'

140'

5' EASE

S80°21'37"W

199.67'

4300

SUNRISE

150'

129.97'

153.66'

L=23.69'

L=131.77'

N21°04'45"W

0.25'

PROPERTY  
INTERESTED  
IN USING

ST

After Recording Return to:

Morrow County  
100 Court Street  
Heppner, Oregon 97836

Hereafter All Tax Statements

Are To Be Sent To:  
Morrow County  
100 Court Street  
Heppner, Oregon 97836

*M-59806*  
WARRANTY DEED

MEAT 4623

LEE E. DOCKEN and PAMELA P. DOCKEN, husband and wife, hereafter called grantors, convey to MORROW COUNTY, A POLITICAL SUBDIVISION OF THE STATE OF OREGON, all that real property situated in the County of Morrow, State of Oregon, described as:

Lot Two (2), Block Four (4), Boardman, (according to the duly recorded plat thereof) Section 9, Township 4 North, Range 25, East of the Willamette Meridian, in the County of Morrow, State of Oregon.

and covenant that grantors are the owners of the above property free of all encumbrances except:

1. Subject to restrictions and reservations in that certain deed from Northern Pacific Railroad Company to City of Boardman,

Recorded : April 6, 1964 Book: 70 Page: 442

2. An easement created by instrument, including the terms and provisions thereof,

Dated : January 6, 1970

Recorded : January 14, 1970

In Favor of : City of Boardman

Book: "M" Page: 1934

NOTE: Code Area 25-01, Account No. 4N 25 9CB, Tax Lot 4200, Ref. No. 3735

THIS INSTRUMENT WILL NOT ALLOW USE OF THE PROPERTY DESCRIBED IN THIS INSTRUMENT IN VIOLATION OF APPLICABLE LAND USE LAWS AND REGULATIONS. BEFORE SIGNING OR ACCEPTING THIS INSTRUMENT, THE PERSON ACQUIRING FEE TITLE TO THE PROPERTY SHOULD CHECK WITH THE APPROPRIATE CITY OR COUNTY PLANNING DEPARTMENT TO VERIFY APPROVED USES.

The true and actual consideration for this deed is for and in consideration of an IRC 1031 exchange on behalf of the grantors herein. Dated this 3<sup>rd</sup> day of November, 1999.

*Lee E. Docken*

Lee E. Docken

*Pamela P. Docken*

Pamela P. Docken

STATE OF OREGON )  
                                  )  
County of Morrow )

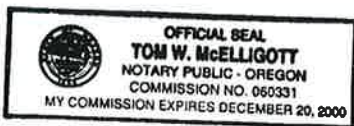
On November 3<sup>rd</sup>, 1999 personally appeared the above named Lee E. Docken and Pamela P. Docken and acknowledged said instrument to be their voluntary act and deed.

Before me:

*[Signature]*

Notary Public for Oregon

My commission expires: 12-20-2000





ACCEPTANCE

THE MORROW COUNTY COURT, by and on behalf of the people of  
Morrow County, because it is in their best interest to do so, hereby ACCEPTS the  
property described in this document.


Dated this 3<sup>RD</sup> day of November, 1999.


ATTEST

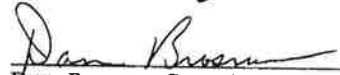
  
Barbara B. Bloodsworth  
County Clerk




MORROW COUNTY COURT

  
Terry K. Tallman, Judge

  
John E. Wenholz, Commissioner

  
Dan Brosnan, Commissioner

APPROVED AS TO FORM:

  
County Counsel


STATE OF OREGON

County of Morrow

} SS

I certify that this instrument was received and  
recorded in the book of records of said county.

BARBARA BLOODSWORTH,  
Morrow County Clerk

by  Deputy.

Doc# 1999-59806

Rept: 14310

11/04/1999 # 30 pm

40.1



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

(For BOC Use)
Item #
5b

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

Staff Contact: Karen Wolff
Department: Administration
Short Title of Agenda Item:
(No acronyms please)

Phone Number (Ext): 5620
Requested Agenda Date: 6/6/2018
Disposition of Surplus Property - Irrigon

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: 10 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:

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):**

Morrow County acquired through Tax Foreclosure a Manufactured Home and lot, located at 285 SE Fourth St., Irrigon, OR. As per Morrow County policy, an email was sent to Morrow County Departments to see if there was interest in retaining this property. At that time, the Sheriff's Office expressed interest. Since that time, it has been decided to not retain this property at this time.

The next option for disposition of a Tax Foreclosed property is to transfer it to another governmental entity. The City of Irrigon has expressed an interest in acquiring this property, depending on the price of the property.

In the attached spreadsheet I have listed the Trended Real Market Value, as provided by the Assessor's Office, and the amount of the delinquent taxes.

I recommend transferring the property to the City of Irrigon because:

- They have expressed and interest in the property.
- The property is in a residential neighborhood, and the best use of the property would be as a residence.
- The property needs maintenance. Yard maintenance and cleaning up inside the structure. The City of Irrigon is aware of these needs and is willing to accept the property in this condition.

**2. FISCAL IMPACT:**

Unknown. The decision(s) of the Board of Commissioners will determine sale price and who is responsible for transfer costs.

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

I recommend setting a price for the property and structure if transferred to the City of Irrigon, as well as any terms or conditions. This information may then be provided to the City of Irrigon and they can then determine if these terms are acceptable. I would recommend giving the County Administrator authority to negotiate, within limits, with the City of Irrigon and bring to the Commissioners a final agreement and document.

Attach additional background documentation as needed.



# MORROW County Assessor's Summary Report

## Real Property Assessment Report

FOR ASSESSMENT YEAR 2016

September 27, 2017 2:08:01 pm

Account # 8183  
 Map # 5N2625-AA-00204  
 Code - Tax # 1003-8183

Tax Status ASSESSABLE  
 Acct Status ACTIVE  
 Subtype NORMAL

Legal Descr LEWIS  
 Lot - 3

Mailing Name HANNIGAN, PATRICIA A

Deed Reference # 1997-154 (SOURCE ID(T): 52118)

Agent

Sales Date/Price 08-29-1997 / \$47,500.00

In Care Of KONTUR, SUZANNE

Appraiser CYDE ESTES

Mailing Address 314 TUCKER EST  
 UMATILLA, OR 97882-9317

Prop Class 109 MA SA NH Unit  
 RMV Class 109 01 00 000 6999-1

Situs Address(s)		Situs City
ID#	285 SE FOURTH ST	IRRIGON

Code Area	AV	Value Summary		MAV	RMV Exception	CPR %
		RMV				
1003	Land	25,900		Land	0	
	Impr.	7,170		Impr.	0	
<b>Code Area Total</b>		17,330	33,070	17,330	0	
<b>Grand Total</b>		17,330	33,070	17,330	0	

Code Area	ID#	RFD	Ex	Plan Zone	Value Source	Land Breakdown		Size	Land Class	LUC	Trended RMV
						TD%	LS				
1003	1	R		R1	Residential	100	A	0.17	MKT	*	14,000
1003	2	R		R1	Site Development	100	A	0.00	MKT	*	11,900
<b>Grand Total</b>								0.17			25,900

Code Area	ID#	Yr Built	Stat Class	Description	Improvement Breakdown		Total Sq. Ft.	Ex%	MS Acct #	Trended RMV
					TD%					
1003	3		396	DECKS-PATIOS-PORCHES	100		0			5,670
1003	2		194	RESIDENTIAL - MISC			0			1,500
1003	1	1977	052	MOBILE HOME, CL-5 DOUBLE WIDE	100		1,464		R - 62402	12,350
<b>Grand Total</b>							1,464			19,520

Code Area	Type	Exemptions/Special Assessments/Potential Liability
1003		NOTATION(S): ■ TAX NOTATION FORECLOSURE

MS Account(s): 1003-R-62402

\*\*\* The Real MS value is not included in the total of the real account

Land

# MORROW COUNTY ASSESSOR

## Manufactured Structure Assessment Report

### FOR ASSESSMENT YEAR 2016

9/27/2017 2:08:07 PM

Account #	62402	TAX STATUS	ASSESSABLE
Code - Tax #	1003	ACCT STATUS	ACTIVE
Mailing Address	HANNIGAN, PATRICIA A KONTUR, SUZANNE 314 TUCKER AVE UMATILLA, OR 97882-9317	SUBTYPE	REAL
		HOME ID	142998
		X NUMBER	142998

<b>SITUS ADDRESS</b> 285 SE FOURTH ST	<b>SITUS CITY</b> IRRIGON	TAX NOTATION FORECLOSURE	APPRaiser CYDE ESTES
--	------------------------------	-----------------------------	-------------------------

VALUE SUMMARY							
CODE AREA		AV	RMV	MAV	TREND %	RMV EXCEPTION	CPR %
1003	IMPR.	\$12,350	\$12,350	\$23,730	100%	IMPR.	\$0

Manufactured Structure Information			
VIN #	64242CKPD22752	STAT CLASS	052 +
BRAND	VILLA WEST	QUALITY	100
MODEL		CONDITION	
YEAR BUILT	1977	MA / SA / NH	01 / 00 / 000
STICKER #		BEDROOMS / BATHS	2 / 2

Real Property Information			
REAL ACCOUNT #	8183	MA / SA / NH	01 / 00 / 000
MAP	5N2625AA00204	PROP CLASS	109
UNIT	6999	RMV CLASS	109
PARK NAME			
COMMENTS			

FLOORS						
DESCRIPTION	CLASS	SQFT	SIZE	TYPE OF HEAT		RMV
			TYPE			
FIRST FLOOR DR-1 LR-1 KT-1 BD-2 FB-2 U-1	5	1,464	S	HEAT-MS: HEAT PUMP		11,504
DIMENSIONS: 61 X 24						
PLBG: FULL BATH	2	0		HEAT-MS: HEAT PUMP	1464	660
EXT WALL: METAL BEVEL SIDING	1464	0		ROOF COVER: COMP SHINGLE	1464	0
FOUNDATION: AVG SKIRTING	170	182		ROOF STYLE: GABLE	1464	0
				<b>Total Floor RMV</b>		<b>12,346</b>

#### EXEMPTIONS / SPECIAL ASSESSMENTS / POTENTIAL LIABILITY

TYPE  
NOTATION(S):  
DESCRIPTION      FORECLOSURE

COMMENTS:

Manufactured  
Home

**STATEMENT OF TAX ACCOUNT**  
**MORROW COUNTY TAX COLLECTOR**  
**P.O. BOX 247**  
**HEPPNER, OR 97836**  
**(541) 676-5607**

28-Sep-2017

HANNIGAN, PATRICIA A  
KONTUR, SUZANNE  
314 TUCKER EST  
UMATILLA, OR 97882-9317

Tax Account #	8183	Lender Name	
Account Status	A	Lender ID	
Roll Type	Real	Property ID	1003 5N2625-AA-00204
Situs Address	285 SE FOURTH ST IRRIGON, OR 97844	Interest To	Sep 28, 2017

**Tax Summary**

Tax Year	Tax Type	Total Due	Current Due	Interest Due	Discount Available	Original Due	Due Date
2016	ADVALOREM	\$432.86	\$391.14	\$41.72	\$0.00	\$391.14	Nov 15, 2016
2015	ADVALOREM	\$497.42	\$392.70	\$104.72	\$0.00	\$392.70	Nov 15, 2015
2014	ADVALOREM	\$503.10	\$385.43	\$117.67	\$0.00	\$385.43	Nov 15, 2014
2013	ADVALOREM	\$527.63	\$353.16	\$174.47	\$0.00	\$353.16	Nov 15, 2013
2012	ADVALOREM	\$602.74	\$358.19	\$244.55	\$0.00	\$358.19	Nov 15, 2012
2011	ADVALOREM	\$371.92	\$201.27	\$170.65	\$0.00	\$301.91	Nov 15, 2011
2011	FEE	\$234.15	\$234.15	\$0.00	\$0.00	\$234.15	Nov 15, 2011
2010	ADVALOREM	\$0.00	\$0.00	\$0.00	\$0.00	\$288.19	Nov 15, 2010
2009	ADVALOREM	\$0.00	\$0.00	\$0.00	\$0.00	\$273.21	Nov 15, 2009
2008	ADVALOREM	\$0.00	\$0.00	\$0.00	\$0.00	\$250.86	Nov 15, 2008
2007	ADVALOREM	\$0.00	\$0.00	\$0.00	\$0.00	\$234.91	Nov 15, 2007
2006	ADVALOREM	\$0.00	\$0.00	\$0.00	\$0.00	\$257.63	Nov 15, 2006
2005	ADVALOREM	\$0.00	\$0.00	\$0.00	\$0.00	\$252.81	Nov 15, 2005
2004	ADVALOREM	\$0.00	\$0.00	\$0.00	\$0.00	\$235.03	Nov 15, 2004
2003	ADVALOREM	\$0.00	\$0.00	\$0.00	\$0.00	\$233.05	Nov 15, 2003
2002	ADVALOREM	\$0.00	\$0.00	\$0.00	\$0.00	\$165.72	Nov 15, 2002
2001	ADVALOREM	\$0.00	\$0.00	\$0.00	\$0.00	\$163.88	Nov 15, 2001
2000	ADVALOREM	\$0.00	\$0.00	\$0.00	\$0.00	\$145.57	Nov 15, 2000
1999	ADVALOREM	\$0.00	\$0.00	\$0.00	\$0.00	\$142.26	Nov 15, 1999
1998	ADVALOREM	\$0.00	\$0.00	\$0.00	\$0.00	\$136.42	Nov 15, 1998
1997	ADVALOREM	\$0.00	\$0.00	\$0.00	\$0.00	\$132.56	Dec 15, 1997
1996	ADVALOREM	\$0.00	\$0.00	\$0.00	\$0.00	\$203.86	Nov 15, 1996
1995	ADVALOREM	\$0.00	\$0.00	\$0.00	\$0.00	\$143.58	Nov 15, 1995
1994	ADVALOREM	\$0.00	\$0.00	\$0.00	\$0.00	\$273.75	Nov 15, 1994
<b>Total</b>		\$3,169.82	\$2,316.04	\$853.78	\$0.00	\$5,949.97	

**TAX NOTATION...**

NOTATION CODE	DATE ADDED	DESCRIPTION
FORECLOSURE	1-Oct-2015	CASE NO 15 CV 154

**STATEMENT OF TAX ACCOUNT**  
**MORROW COUNTY TAX COLLECTOR**  
**P.O. BOX 247**  
**HEPPNER, OR 97836**  
**(541) 676-5607**

28-Sep-2017

HANNIGAN, PATRICIA A  
KONTUR, SUZANNE  
314 TUCKER AVE  
UMATILLA, OR 97882-9317

Tax Account #	62402	Lender Name	
Account Status	A	Lender ID	
Roll Type	MS	Property ID	1003 5N2625-AA-00204
Situs Address	285 SE FOURTH ST IRRIGON, OR 97844	Interest To	Sep 28, 2017

**Tax Summary**

Tax Year	Tax Type	Total Due	Current Due	Interest Due	Discount Available	Original Due	Due Date
2016	ADVALOREM	\$271.32	\$245.16	\$26.16	\$0.00	\$245.16	Nov 15, 2016
2015	ADVALOREM	\$322.48	\$254.59	\$67.89	\$0.00	\$254.59	Nov 15, 2015
2014	ADVALOREM	\$540.20	\$413.85	\$126.35	\$0.00	\$413.85	Nov 15, 2014
2013	ADVALOREM	\$609.11	\$407.69	\$201.42	\$0.00	\$407.69	Nov 15, 2013
2012	ADVALOREM	\$720.76	\$428.32	\$292.44	\$0.00	\$428.32	Nov 15, 2012
2011	ADVALOREM	\$448.55	\$242.74	\$205.81	\$0.00	\$364.12	Nov 15, 2011
2011	FEE	\$147.29	\$147.29	\$0.00	\$0.00	\$147.29	Nov 15, 2011
2010	ADVALOREM	\$0.00	\$0.00	\$0.00	\$0.00	\$361.54	Nov 15, 2010
2009	ADVALOREM	\$0.00	\$0.00	\$0.00	\$0.00	\$351.71	Nov 15, 2009
2008	ADVALOREM	\$0.00	\$0.00	\$0.00	\$0.00	\$358.79	Nov 15, 2008
2007	ADVALOREM	\$0.00	\$0.00	\$0.00	\$0.00	\$309.07	Nov 15, 2007
2006	ADVALOREM	\$0.00	\$0.00	\$0.00	\$0.00	\$354.99	Nov 15, 2006
2005	ADVALOREM	\$0.00	\$0.00	\$0.00	\$0.00	\$382.73	Nov 15, 2005
2004	ADVALOREM	\$0.00	\$0.00	\$0.00	\$0.00	\$390.55	Nov 15, 2004
2003	ADVALOREM	\$0.00	\$0.00	\$0.00	\$0.00	\$423.22	Nov 15, 2003
2002	ADVALOREM	\$0.00	\$0.00	\$0.00	\$0.00	\$494.90	Nov 15, 2002
2001	ADVALOREM	\$0.00	\$0.00	\$0.00	\$0.00	\$489.30	Nov 15, 2001
2000	ADVALOREM	\$0.00	\$0.00	\$0.00	\$0.00	\$434.38	Nov 15, 2000
1999	ADVALOREM	\$0.00	\$0.00	\$0.00	\$0.00	\$424.07	Nov 15, 1999
1998	ADVALOREM	\$0.00	\$0.00	\$0.00	\$0.00	\$406.57	Nov 15, 1998
1997	ADVALOREM	\$0.00	\$0.00	\$0.00	\$0.00	\$395.36	Dec 15, 1997
1996	ADVALOREM	\$0.00	\$0.00	\$0.00	\$0.00	\$450.34	Nov 15, 1996
1995	ADVALOREM	\$0.00	\$0.00	\$0.00	\$0.00	\$428.34	Nov 15, 1995
1994	ADVALOREM	\$0.00	\$0.00	\$0.00	\$0.00	\$420.80	Nov 15, 1994
<b>Total</b>		\$3,059.71	\$2,139.64	\$920.07	\$0.00	\$9,137.68	

**TAX NOTATION...**

NOTATION CODE	DATE ADDED	DESCRIPTION
FORECLOSURE	1-Oct-2015	CASE NO 15 CV 154



After Recording Return To:

Morrow County Assessor/Tax Collector  
P.O. Box 247  
Heppner, Oregon 97836

Tax Foreclosure Deed

This Deed, made this 2 day of October, 2017 between Michael Gorman, Assessor and Tax Collector, Morrow County, State of Oregon, Grantor, and Morrow County, a political subdivision of the State of Oregon, Grantee,

WHEREAS, a General Judgment of the Circuit Court of the State of Oregon, in and for the County of Morrow, duly entered on October 2, 2015, in Case No. 15-CV-154 wherein Morrow County, Oregon was the Plaintiff, and Patricia A Hannigan was the former property owner;

WHEREAS, the hereunder described real property was, by said general judgement, sold subject to redemption, to Morrow County.

WHEREAS, the said real property has been held by Morrow County, Oregon, for the period of two (2) years from and after the date of said General Judgment, and no redemption has been made; and notice of the expiration of redemption period, Exhibit A, has been given as required by law; and

WHEREAS, Pursuant to ORS 312.200, I have this day executed this deed conveying to Morrow County, Oregon, a political subdivision to the State of Oregon the following described property:

Lot 3, Lewis Addition, in the City of Irrigon, County of Morrow and State of Oregon

5N2625AA-204, Acct No. 8183, 62402

Now, therefore, I, Michael Gorman, Assessor and Tax Collector, for Morrow County, Grantor, do hereby grant, bargain, sell, and convey unto Morrow County, Oregon, Grantee, and its assignees that real property described herein.

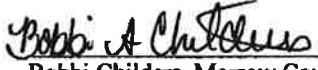
Given under my hand officially this 2 day of October, 2017.

  
Michael Gorman, Morrow County Assessor & Tax Collector

State of Oregon, County of Morrow ) ss.

On this date, October 2<sup>nd</sup>, 2017 before me, as County Clerk for Morrow County, State of Oregon, personally came Michael Gorman, Assessor & Tax Collector for Morrow County, State of Oregon, known to me to be the individual described in, and who executed the above deed, and acknowledged to me that he executed the same.

In witness whereof I have hereunto set my hand and official seal the day and year in this certificate first above written.

  
Bobbi Childers, Morrow County Clerk



MORROW COUNTY, OREGON 2017-41054  
F-TFD  
Cnt=1 Str=23 TC 10/02/2017 03:35:25 PM  
\$10.00 \$11.00 \$20.00 \$10.00 \$61.00



00032604201700410540020028

I, Bobbi Childers, County Clerk for Morrow County, Oregon, certify that the instrument identified herein was recorded in the Clerk records.

Bobbi Childers - County Clerk



EXHIBIT "A"

AFFIDAVIT OF PUBLICATION

STATE OF OREGON }  
County of Morrow } ss:

I, DAVID E. SYKES,

being first duly sworn, depose and say that I am the PUBLISHER of the HEPPNER-GAZETTE TIMES, a newspaper of general circulation, as defined by O.R.S. 193.010 and 193.020; printed and published at Heppner, Oregon: that the Two year redemption period of real properties in the 2015 delinquent tax lien foreclosure proceedings

a printed copy of which is hereto annexed, was published in the entire issue of said newspaper for 2 successive and consecutive weeks in the following issues: September 13, 20, 2017

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Subscribed and sworn before me this 26th day of September, 2017

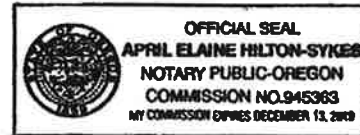
April Elaine Hilton-Sykes  
Notary Public for Oregon

My Commission Expires:  
(SEAL)

**PUBLIC NOTICE**

PUBLIC NOTICE hereby is given, that the two-year period for the redemption of real properties included in the 2015 delinquent tax lien foreclosure proceedings instituted by Morrow County, Oregon, on August 26, 2015, in the circuit court of the State of Oregon for Morrow County, Case No. 15-CV-154 and included in the judgment entered therein on October 2, 2015 will expire on October 2, 2017.

All properties ordered sold under the judgment, unless redeemed on or before October 2, 2017 will be deeded to Morrow County, Oregon immediately on expiration of the period of redemption, and every right or interest of any person in such properties will be forfeited forever to Morrow County, Oregon. Published: September 13 and 20, 2017



**STATEMENT OF TAX ACCOUNT**  
**MORROW COUNTY TAX COLLECTOR**  
**P.O. BOX 247**  
**HEPPNER, OR 97836**  
**(541) 676-5607**

28-Sep-2017

HANNIGAN, PATRICIA A  
KONTUR, SUZANNE  
314 TUCKER AVE  
UMATILLA, OR 97882-9317

Tax Account #	62402	Lender Name	
Account Status	A	Lender ID	
Roll Type	MS	Property ID	1003 5N2625-AA-00204
Situs Address	285 SE FOURTH ST IRRIGON, OR 97844	Interest To	Sep 28, 2017

**Tax Summary**

Tax Year	Tax Type	Total Due	Current Due	Interest Due	Discount Available	Original Due	Due Date
2016	ADVALOREM	\$271.32	\$245.16	\$26.16	\$0.00	\$245.16	Nov 15, 2016
2015	ADVALOREM	\$322.48	\$254.59	\$67.89	\$0.00	\$254.59	Nov 15, 2015
2014	ADVALOREM	\$540.20	\$413.85	\$126.35	\$0.00	\$413.85	Nov 15, 2014
2013	ADVALOREM	\$609.11	\$407.69	\$201.42	\$0.00	\$407.69	Nov 15, 2013
2012	ADVALOREM	\$720.76	\$428.32	\$292.44	\$0.00	\$428.32	Nov 15, 2012
2011	ADVALOREM	\$448.55	\$242.74	\$205.81	\$0.00	\$364.12	Nov 15, 2011
2011	FEE	\$147.29	\$147.29	\$0.00	\$0.00	\$147.29	Nov 15, 2011
2010	ADVALOREM	\$0.00	\$0.00	\$0.00	\$0.00	\$361.54	Nov 15, 2010
2009	ADVALOREM	\$0.00	\$0.00	\$0.00	\$0.00	\$351.71	Nov 15, 2009
2008	ADVALOREM	\$0.00	\$0.00	\$0.00	\$0.00	\$358.79	Nov 15, 2008
2007	ADVALOREM	\$0.00	\$0.00	\$0.00	\$0.00	\$309.07	Nov 15, 2007
2006	ADVALOREM	\$0.00	\$0.00	\$0.00	\$0.00	\$354.99	Nov 15, 2006
2005	ADVALOREM	\$0.00	\$0.00	\$0.00	\$0.00	\$382.73	Nov 15, 2005
2004	ADVALOREM	\$0.00	\$0.00	\$0.00	\$0.00	\$390.55	Nov 15, 2004
2003	ADVALOREM	\$0.00	\$0.00	\$0.00	\$0.00	\$423.22	Nov 15, 2003
2002	ADVALOREM	\$0.00	\$0.00	\$0.00	\$0.00	\$494.90	Nov 15, 2002
2001	ADVALOREM	\$0.00	\$0.00	\$0.00	\$0.00	\$489.30	Nov 15, 2001
2000	ADVALOREM	\$0.00	\$0.00	\$0.00	\$0.00	\$434.38	Nov 15, 2000
1999	ADVALOREM	\$0.00	\$0.00	\$0.00	\$0.00	\$424.07	Nov 15, 1999
1998	ADVALOREM	\$0.00	\$0.00	\$0.00	\$0.00	\$406.57	Nov 15, 1998
1997	ADVALOREM	\$0.00	\$0.00	\$0.00	\$0.00	\$395.36	Dec 15, 1997
1996	ADVALOREM	\$0.00	\$0.00	\$0.00	\$0.00	\$450.34	Nov 15, 1996
1995	ADVALOREM	\$0.00	\$0.00	\$0.00	\$0.00	\$428.34	Nov 15, 1995
1994	ADVALOREM	\$0.00	\$0.00	\$0.00	\$0.00	\$420.80	Nov 15, 1994
<b>Total</b>		<b>\$3,059.71</b>	<b>\$2,139.64</b>	<b>\$920.07</b>	<b>\$0.00</b>	<b>\$9,137.68</b>	

**TAX NOTATION...**

NOTATION CODE	DATE ADDED	DESCRIPTION
FORECLOSURE	1-Oct-2015	CASE NO 15 CV 154

**STATEMENT OF TAX ACCOUNT**  
**MORROW COUNTY TAX COLLECTOR**  
**P.O. BOX 247**  
**HEPPNER, OR 97836**  
**(541) 676-5607**

28-Sep-2017

HANNIGAN, PATRICIA A  
KONTUR, SUZANNE  
314 TUCKER EST  
UMATILLA, OR 97882-9317

Tax Account #	8183	Lender Name	
Account Status	A	Lender ID	
Roll Type	Real	Property ID	1003 5N2625-AA-00204
Situs Address	285 SE FOURTH ST IRRIGON, OR 97844	Interest To	Sep 28, 2017

**Tax Summary**

Tax Year	Tax Type	Total Due	Current Due	Interest Due	Discount Available	Original Due	Due Date
2016	ADVALOREM	\$432.86	\$391.14	\$41.72	\$0.00	\$391.14	Nov 15, 2016
2015	ADVALOREM	\$497.42	\$392.70	\$104.72	\$0.00	\$392.70	Nov 15, 2015
2014	ADVALOREM	\$503.10	\$385.43	\$117.67	\$0.00	\$385.43	Nov 15, 2014
2013	ADVALOREM	\$527.63	\$353.16	\$174.47	\$0.00	\$353.16	Nov 15, 2013
2012	ADVALOREM	\$602.74	\$358.19	\$244.55	\$0.00	\$358.19	Nov 15, 2012
2011	ADVALOREM	\$371.92	\$201.27	\$170.65	\$0.00	\$301.91	Nov 15, 2011
2011	FEE	\$234.15	\$234.15	\$0.00	\$0.00	\$234.15	Nov 15, 2011
2010	ADVALOREM	\$0.00	\$0.00	\$0.00	\$0.00	\$288.19	Nov 15, 2010
2009	ADVALOREM	\$0.00	\$0.00	\$0.00	\$0.00	\$273.21	Nov 15, 2009
2008	ADVALOREM	\$0.00	\$0.00	\$0.00	\$0.00	\$250.86	Nov 15, 2008
2007	ADVALOREM	\$0.00	\$0.00	\$0.00	\$0.00	\$234.91	Nov 15, 2007
2006	ADVALOREM	\$0.00	\$0.00	\$0.00	\$0.00	\$257.63	Nov 15, 2006
2005	ADVALOREM	\$0.00	\$0.00	\$0.00	\$0.00	\$252.81	Nov 15, 2005
2004	ADVALOREM	\$0.00	\$0.00	\$0.00	\$0.00	\$235.03	Nov 15, 2004
2003	ADVALOREM	\$0.00	\$0.00	\$0.00	\$0.00	\$233.05	Nov 15, 2003
2002	ADVALOREM	\$0.00	\$0.00	\$0.00	\$0.00	\$165.72	Nov 15, 2002
2001	ADVALOREM	\$0.00	\$0.00	\$0.00	\$0.00	\$163.88	Nov 15, 2001
2000	ADVALOREM	\$0.00	\$0.00	\$0.00	\$0.00	\$145.57	Nov 15, 2000
1999	ADVALOREM	\$0.00	\$0.00	\$0.00	\$0.00	\$142.26	Nov 15, 1999
1998	ADVALOREM	\$0.00	\$0.00	\$0.00	\$0.00	\$136.42	Nov 15, 1998
1997	ADVALOREM	\$0.00	\$0.00	\$0.00	\$0.00	\$132.56	Dec 15, 1997
1996	ADVALOREM	\$0.00	\$0.00	\$0.00	\$0.00	\$203.86	Nov 15, 1996
1995	ADVALOREM	\$0.00	\$0.00	\$0.00	\$0.00	\$143.58	Nov 15, 1995
1994	ADVALOREM	\$0.00	\$0.00	\$0.00	\$0.00	\$273.75	Nov 15, 1994
<b>Total</b>		<b>\$3,169.82</b>	<b>\$2,316.04</b>	<b>\$853.78</b>	<b>\$0.00</b>	<b>\$5,949.97</b>	

**TAX NOTATION...**

NOTATION CODE	DATE ADDED	DESCRIPTION
FORECLOSURE	1-Oct-2015	CASE NO 15 CV 154

# MORROW COUNTY ASSESSOR

## Manufactured Structure Assessment Report

### FOR ASSESSMENT YEAR 2017

10/25/2017 2:41:23 PM

Account #	62402	TAX STATUS	ASSESSABLE
Code - Tax #	1003	ACCT STATUS	ACTIVE
Mailing Address	HANNIGAN, PATRICIA A MORROW COUNTY PO BOX 788 HEPPNER, OR 97836	SUBTYPE	REAL
		HOME ID	142998
		X NUMBER	142998

<b>SITUS ADDRESS</b>	<b>SITUS CITY</b>
285 SE FOURTH ST	IRRIGON

APPRAISER      CYDE ESTES

VALUE SUMMARY									
CODE AREA		AV	RMV	MAV	TREND %		RMV EXCEPTION		CPR %
1003	IMPR.	\$13,210	\$13,210	\$23,730	107%	IMPR.	\$0		

Manufactured Structure Information			
VIN #	64242CKPD22752	STAT CLASS	052 +
BRAND	VILLA WEST	QUALITY	100
MODEL		CONDITION	
YEAR BUILT	1977	MA / SA / NH	01 / 00 / 000
STICKER #		BEDROOMS / BATHS	2 / 2

Real Property Information			
REAL ACCOUNT #	8183	MA / SA / NH	01 / 00 / 000
MAP	5N2625AA00204	PROP CLASS	109
UNIT	6999	RMV CLASS	109
PARK NAME			
COMMENTS			

#### FLOORS

DESCRIPTION	CLASS	SQFT	SIZE TYPE	TYPE OF HEAT	RMV
FIRST FLOOR DR-1 LR-1 KT-1 BD-2 FB-2 U-1	5	1,464	S	HEAT-MS: HEAT PUMP	11,504
DIMENSIONS: 61 X 24					
PLBG: FULL BATH	2	0		HEAT-MS: HEAT PUMP	660
EXT WALL: METAL BEVEL SIDING	1464	0		ROOF COVER: COMP SHINGLE	0
FOUNDATION: AVG SKIRTING	170	182		ROOF STYLE: GABLE	0
<b>Total Floor RMV</b>					<b>12,346</b>

#### EXEMPTIONS / SPECIAL ASSESSMENTS / POTENTIAL LIABILITY

TYPE

APPRAISAL MAINT: 2018 - TAX STATUS CHANGE TO NON-ASSESSABLE (MISC REDTAG - IN HOUSE), 2018 - TAX STATUS CHANGE TO NON-ASSESSABLE ()

COMMENTS:

# MORROW County Assessor's Summary Report

## Real Property Assessment Report

FOR ASSESSMENT YEAR 2017

October 25, 2017 2:42:56 pm

**Account #** 8183  
**Map #** 5N2625-AA-00204  
**Code - Tax #** 1003-8183  
**Legal Descr** LEWIS  
 Lot - 3  
**Mailing Name** MORROW COUNTY  
**Agent**  
**In Care Of**  
**Mailing Address** PO BOX 247  
 HEPPNER, OR 97836

**Tax Status** ASSESSABLE  
**Acct Status** ACTIVE  
**Subtype** NORMAL  
**Deed Reference #** 2017-41054  
**Sales Date/Price** 10-02-2017 / \$0.00  
**Appraiser** CYDE ESTES

**Prop Class** 109      **MA**    **SA**    **NH**    **Unit**  
**RMV Class** 109      01    00    000    6999-1

Situs Address(s)	Situs City
ID# 285 SE FOURTH ST	IRRIGON

Value Summary						
Code Area		AV	RMV	MAV	RMV Exception	CPR %
1003	Land	15,280	27,710	15,280	Land	0
	Impr.	2,560	7,570	2,560	Impr.	0
<b>Code Area Total</b>		<b>17,840</b>	<b>35,280</b>	<b>17,840</b>		<b>0</b>
<b>Grand Total</b>		<b>17,840</b>	<b>35,280</b>	<b>17,840</b>		<b>0</b>

Land Breakdown											
Code Area	ID#	RFD	Ex	Plan Zone	Value Source	TD%	LS	Size	Land Class	LUC	Trended RMV
1003	1	R		R1	Residential	107	A	0.17	MKT	*	14,980
1003	2	R		R1	Site Development	107	A	0.00	MKT	*	12,730
<b>Grand Total</b>								<b>0.17</b>			<b>27,710</b>

Improvement Breakdown										
Code Area	ID#	Yr Built	Stat Class	Description	TD%	Total Sq. Ft.	Ex%	MS Acct #	Trended RMV	
1003	3		396	DECKS-PATIOS-PORCHES	107	0			6,070	
1003	2		194	RESIDENTIAL - MISC		0			1,500	
1003	1	1977	052	MOBILE HOME, CL-5 DOUBLE WIDE	107	1,464		R - 62402	13,220	
<b>Grand Total</b>						<b>1,464</b>			<b>20,790</b>	

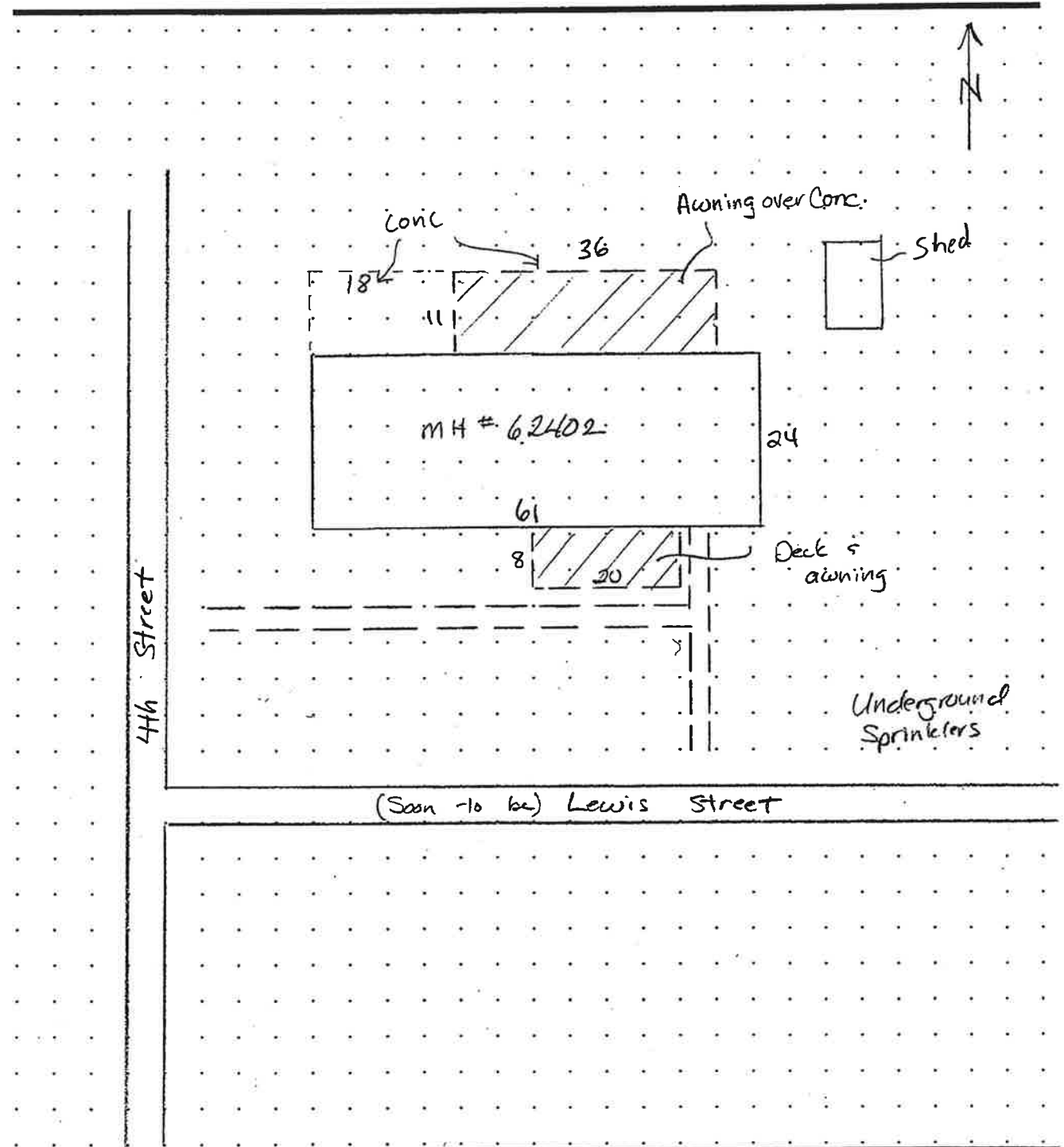
**MS Account(s):** 1003-R-62402

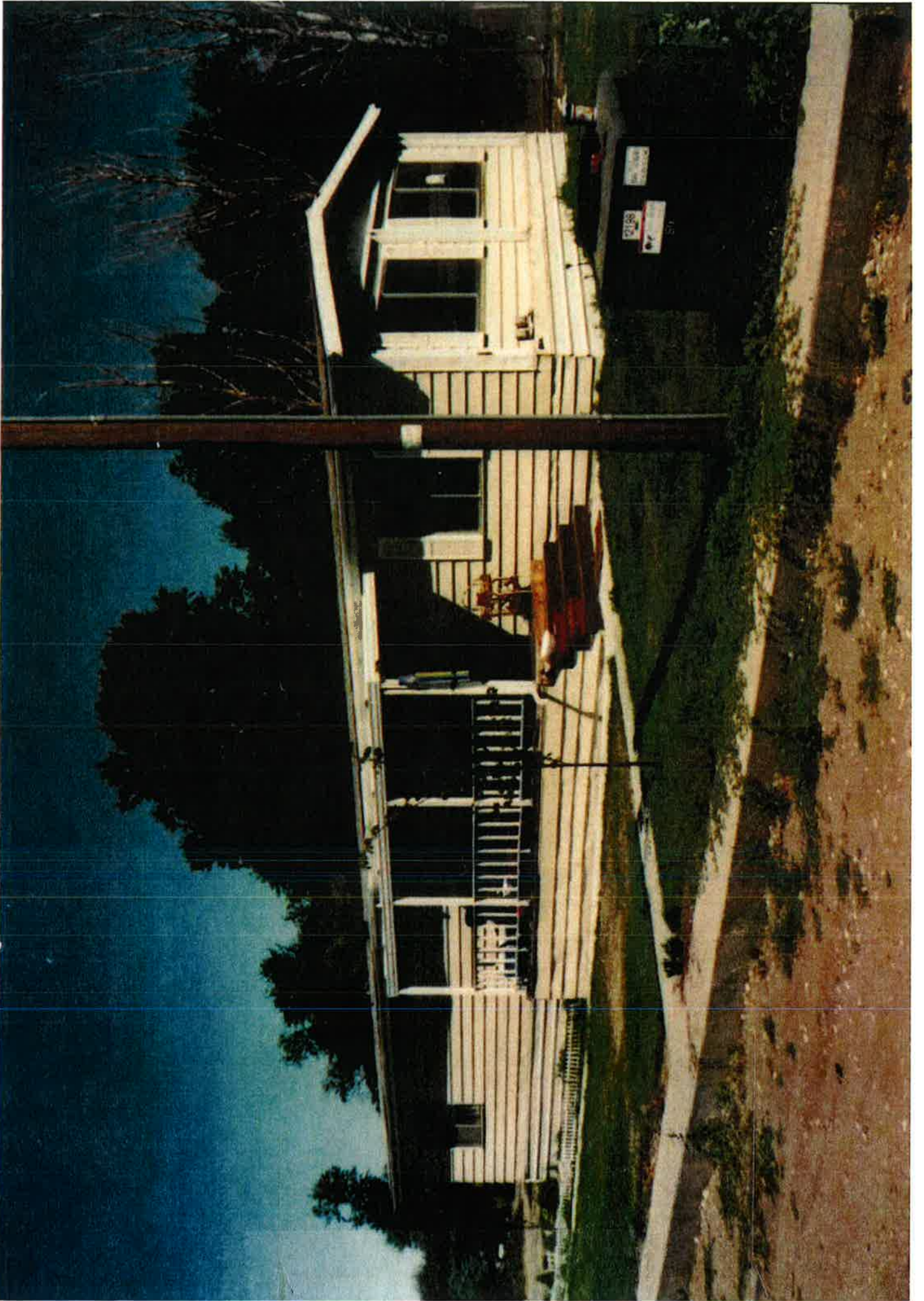
\*\*\* The Real MS value is not included in the total of the real account

**Appr Maint:** 2018 - TAX STATUS CHANGE TO NON-ASSESSABLE (MISC REDTAG - IN HOUSE), 2018 - TAX STATUS CHANGE TO NON-ASSESSABLE

BUILDING DIAGRAM

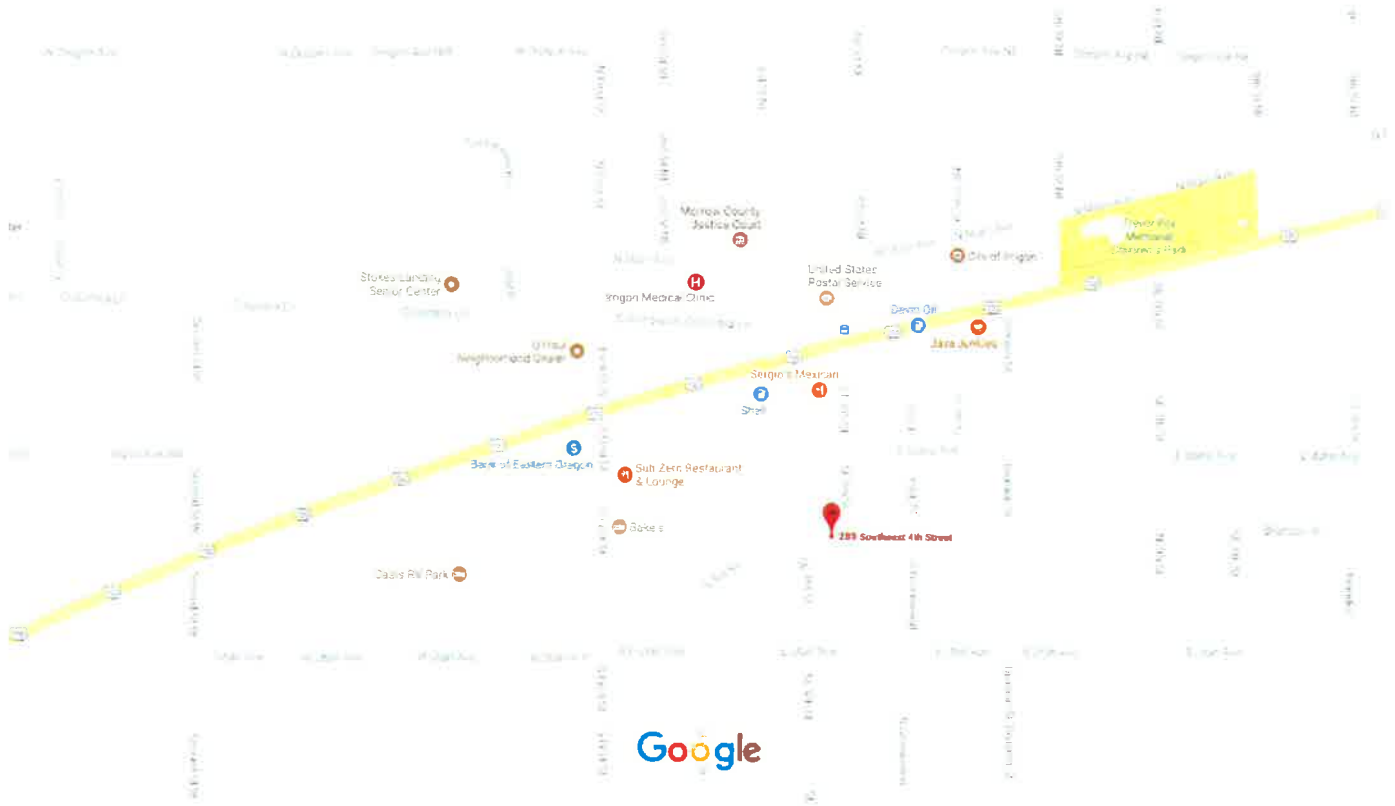
Drawn by B. Jones Date 7-22-94 ACCOUNT NO. SN26 25AA 204  
Ck'd/Rev. by \_\_\_\_\_ Date \_\_\_\_\_  
Ck'd/Rev. by \_\_\_\_\_ Date \_\_\_\_\_ Code Area 10-3 Ref.# 8183







Google Maps 285 SE 4th St



Map data ©2017 Google United States 200 ft



285 SE 4th St  
Irrigon, OR 97844



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

Item # <b>5c</b>
---------------------

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

Staff Contact: Anita Pranger  
 Department: Public Transportation  
 Short Title of Agenda Item: **ODOT Rail and Public Transit Division Grant Agreement No. 32881**


Phone Number (Ext): 541-676-LOOP(5667)  
 Requested Agenda Date: June 13, 2018


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

<input type="checkbox"/> N/A	<u>Purchase Pre-Authorizations, Contracts &amp; Agreements</u>
Contractor/Entity: <b>ODOT Rail and Public Transit</b>	
Contractor/Entity Address: <b>555 13th St. N.E., Salem, OR 97301</b>	
Effective Dates – From: <b>July 1, 2018</b>	Through: <b>June 30, 2020</b>
Total Contract Amount: <b>\$28,500.00</b>	Budget Line: <b>504-504-3-30-3147</b>
Does the contract amount exceed \$5,000? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	

Reviewed By:

Anita Pranger                      June 5, 2018                      Department Head                      Required for all BOC meetings

                      DATE                      Admin. Officer/BOC Office                      Required for all BOC meetings

                      June 6, 2018                      County Counsel                      \*Required for all legal documents

Kate Knop                      6/5/2018                      Finance Office                      \*Required for all contracts; other items as appropriate.

\_\_\_\_\_  
 DATE                      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):**

This is a new grant from ODOT Rail and Public Transit Division. This grant is to cover the costs to increase the part time position in The Loop Morrow County Transportation to a permanent part time position to 19 hours a week.

**2. FISCAL IMPACT:**

The fiscal impact is an increase in grant revenue by \$22,800. The annual increase is \$11,400 for each Fiscal Year 2018-2019 and 2019-2020. There is a required cash match in the amount \$5,700. The match for this grant will come out of STF Funds.

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

Motion to approve signing ODOT Rail and Public Transit Agreement Number 32881.

Attach additional background documentation as needed.

## Anita Pranger

---

**From:** Justin Nelson  
**Sent:** Wednesday, June 06, 2018 2:03 PM  
**To:** Anita Pranger; Roberta Lutcher; Darrell Green; Kate Knop  
**Subject:** RE: Grant

I have reviewed and have no concerns.

-Justin

---

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

---

**From:** Anita Pranger  
**Sent:** Tuesday, June 5, 2018 8:47 AM  
**To:** Roberta Lutcher <[rlutcher@co.morrow.or.us](mailto:rlutcher@co.morrow.or.us)>; Darrell Green <[dgreen@co.morrow.or.us](mailto:dgreen@co.morrow.or.us)>; Kate Knop <[kknop@co.morrow.or.us](mailto:kknop@co.morrow.or.us)>; Justin Nelson <[jnelson@co.morrow.or.us](mailto:jnelson@co.morrow.or.us)>  
**Subject:** Grant

Roberta and Darrell,

Can I please get this agreement on the Board of Commissioners agenda for the June 13, 2018 for the boards signature.

Kate and Justin,

Please look over this agreement and sign the agenda cover sheet before Monday June 11, 2018 so I can send this agreement to the Board of Commissioners for their signatures.

Thank you,  
Anita Pranger  
The Loop  
Morrow Co Transportation  
Phone 541-676-LOOP(5667)  
1-844-676-LOOP(5667)

RAIL AND PUBLIC TRANSIT DIVISION  
OREGON DEPARTMENT OF TRANSPORTATION

This Agreement is made and entered into by and between the **State of Oregon**, acting by and through its Department of Transportation, Rail and Public Transit Division, hereinafter referred to as "State," and **Morrow County**, hereinafter referred to as "Recipient," and collectively referred to as the "Parties."

**AGREEMENT**

1. **Effective Date.** This Agreement shall become effective on the later of **July 1, 2018** or the date when this Agreement is fully executed and approved as required by applicable law. Unless otherwise terminated or extended, Grant Funds under this Agreement shall be available for Project Costs incurred on or before **June 30, 2020** (Expiration Date). No Grant Funds are available for any expenditures after the Expiration Date. State's obligation to disburse Grant Funds under this Agreement shall end as provided in Section 10 of this Agreement.
2. **Agreement Documents.** This Agreement consists of this document and the following documents, all of which are attached hereto and incorporated herein by reference:

**Exhibit A: Project Description and Budget**

**Exhibit B: Financial Information**

**Exhibit C: Subcontractor Insurance**

**Exhibit D: Summary of Federal Requirements, incorporating by reference Annual List of Certifications and Assurances for Federal Transit Administration Grants and Cooperative Agreements ("Certifications and Assurances") and Federal Transit Administration Master Agreement**

**Exhibit E: Information required by 2 CFR 200.331(a), may be accessed at <http://www.oregon.gov/odot/pt/>, Oregon Public Transit Information System (OPTIS), as the information becomes available**

In the event of a conflict between two or more of the documents comprising this Agreement, the language in the document with the highest precedence shall control. The precedence of each of the documents comprising this Agreement is as follows, listed from highest precedence to lowest precedence: Exhibit D; Exhibit E; this Agreement without Exhibits; Exhibit A; Exhibit B; Exhibit C.

3. **Project Cost; Grant Funds; Match.** The total project cost is estimated at **\$28,500.00**. In accordance with the terms and conditions of this Agreement, State shall provide Recipient an amount not to exceed **\$22,800.00** in Grant Funds for eligible costs described in Section 6.a. hereof. Recipient shall provide matching funds for all Project Costs as described in Exhibit A.
4. **Project.** The Grant Funds shall be used solely for the Project described in Exhibit A and shall not be used for any other purpose. No Grant Funds will be disbursed for any changes to the Project unless such changes are approved by State by amendment pursuant to Section 11.c hereof.
5. **Progress Reports.** Recipient shall submit quarterly progress reports to State no later than 45 days after the close of each quarterly reporting period. Reporting periods are July through September, October through December, January through March, and April through June. Reports must be in a format acceptable to State and must be entered into the Oregon Public Transit Information System (OPTIS), which may be accessed at <http://www.oregon.gov/odot/pt/>. If Recipient is unable to access OPTIS, reports must be delivered to [ODOTPTDReporting@odot.state.or.us](mailto:ODOTPTDReporting@odot.state.or.us). Reports shall include a statement of revenues and expenditures for each quarter, including documentation of local match contributions and expenditures. State reserves the right to request such additional information as may be

necessary to comply with federal or state reporting requirements.

**6. Disbursement and Recovery of Grant Funds.**

- a. **Disbursement Generally.** State shall reimburse eligible costs incurred in carrying out the Project, up to the Grant Fund amount provided in Section 3. Reimbursements shall be made by State within 30 days of State's approval of a request for reimbursement from Recipient using a format that is acceptable to State. Requests for reimbursement must be entered into OPTIS or sent to [ODOTPTDReporting@odot.state.or.us](mailto:ODOTPTDReporting@odot.state.or.us). Eligible costs are the reasonable and necessary costs incurred by Recipient, or under a subagreement described in Section 9.a. of this Agreement, in performance of the Project and that are not excluded from reimbursement by State, either by this Agreement or by exclusion as a result of financial review or audit.
- b. **Conditions Precedent to Disbursement.** State's obligation to disburse Grant Funds to Recipient is subject to satisfaction, with respect to each disbursement, of each of the following conditions precedent:
  - i. State has received funding, appropriations, limitations, allotments or other expenditure authority sufficient to allow State, in the exercise of its reasonable administrative discretion, to make the disbursement.
  - ii. Recipient is in compliance with the terms of this Agreement including, without limitation, Exhibit D and the requirements incorporated by reference in Exhibit D.
  - iii. Recipient's representations and warranties set forth in Section 7 hereof are true and correct on the date of disbursement with the same effect as though made on the date of disbursement.
  - iv. Recipient has provided to State a request for reimbursement using a format that is acceptable to and approved by State. Recipient must submit its final request for reimbursement following completion of the Project and no later than 60 days after the Expiration Date. Failure to submit the final request for reimbursement within 60 days after the Expiration Date could result in non-payment.
- c. **Recovery of Grant Funds.** Any funds disbursed to Recipient under this Agreement that are expended in violation or contravention of one or more of the provisions of this Agreement ("Misexpended Funds") or that remain unexpended on the earlier of termination or expiration of this Agreement must be returned to State. Recipient shall return all Misexpended Funds to State promptly after State's written demand and no later than 15 days after State's written demand. Recipient shall return all Unexpended Funds to State within 14 days after the earlier of expiration or termination of this Agreement.

**7. Representations and Warranties of Recipient.** Recipient represents and warrants to State as follows:

- a. **Organization and Authority.** Recipient is duly organized and validly existing under the laws of the State of Oregon and is eligible to receive the Grant Funds. Recipient has full power, authority, and legal right to make this Agreement and to incur and perform its obligations hereunder, and the making and performance by Recipient of this Agreement (1) have been duly authorized by all necessary action of Recipient and (2) do not and will not violate any provision of any applicable law, rule, regulation, or order of any court, regulatory commission, board, or other administrative agency or any provision of Recipient's Articles of Incorporation or Bylaws, if applicable, (3) do not and will not result in the breach of, or constitute a default or require any consent under any other agreement or instrument to which Recipient is a party or by which Recipient or any of its properties may be bound or affected. No authorization, consent, license, approval of, filing or registration with or notification to any governmental body or regulatory or supervisory authority is required for the execution, delivery or performance by Recipient of this Agreement.
- b. **Binding Obligation.** This Agreement has been duly executed and delivered by Recipient and constitutes a legal, valid and binding obligation of Recipient, enforceable in accordance with its terms subject to the laws of bankruptcy, insolvency, or other similar laws affecting the enforcement of creditors' rights generally.
- c. **No Solicitation.** Recipient's officers, employees, and agents shall neither solicit nor

accept gratuities, favors, or any item of monetary value from contractors, potential contractors, or parties to subagreements, except as permitted by applicable law. No member or delegate to the Congress of the United States or State of Oregon employee shall be admitted to any share or part of this Agreement or any benefit arising therefrom.

- d. **No Debarment.** Neither Recipient nor its principals is presently debarred, suspended, or voluntarily excluded from this federally-assisted transaction, or proposed for debarment, declared ineligible or voluntarily excluded from participating in this Agreement by any state or federal agency. Recipient agrees to notify State immediately if it is debarred, suspended or otherwise excluded from this federally-assisted transaction for any reason or if circumstances change that may affect this status, including without limitation upon any relevant indictments or convictions of crimes.

The warranties set in this section are in addition to, and not in lieu of, any other warranties set forth in this Agreement or implied by law.

#### 8. **Records Maintenance and Access; Audit.**

- a. **Records, Access to Records and Facilities.** Recipient shall make and retain proper and complete books of record and account and maintain all fiscal records related to this Agreement and the Project in accordance with all applicable generally accepted accounting principles, generally accepted governmental auditing standards and state minimum standards for audits of municipal corporations. Recipient shall require that each of its subrecipients and subcontractors complies with these requirements. State, the Secretary of State of the State of Oregon (Secretary), the United States Department of Transportation (USDOT), the Federal Transit Administration (FTA) and their duly authorized representatives shall have access to the books, documents, papers and records of Recipient that are directly related to this Agreement, the funds provided hereunder, or the Project for the purpose of making audits and examinations. In addition, State, the Secretary, USDOT, FTA and their duly authorized representatives may make and retain excerpts, copies, and transcriptions of the foregoing books, documents, papers, and records. Recipient shall permit authorized representatives of State, the Secretary, USDOT and FTA to perform site reviews of the Project, and to inspect all vehicles, real property, facilities and equipment purchased by Recipient as part of the Project, and any transportation services rendered by Recipient.
- b. **Retention of Records.** Recipient shall retain and keep accessible all books, documents, papers, and records that are directly related to this Agreement, the Grant Funds or the Project for a minimum of six (6) years, or such longer period as may be required by other provisions of this Agreement or applicable law, following the Expiration Date. If there are unresolved audit questions at the end of the six-year period, Recipient shall retain the records until the questions are resolved.
- c. **Expenditure Records.** Recipient shall document the expenditure of all Grant Funds disbursed by State under this Agreement. Recipient shall create and maintain all expenditure records in accordance with generally accepted accounting principles and in sufficient detail to permit State to verify how the Grant Funds were expended.
- d. **Audit Requirements.**
  - i. Recipients receiving federal funds in excess of \$750,000 are subject to audit conducted in accordance with the provisions of 2 CFR part 200, subpart F. Recipient, if subject to this requirement, shall at Recipient's own expense submit to State, Rail and Public Transit Division, 555 13th Street NE, Suite 3, Salem, Oregon, 97301-4179 or to [ODOTPTDReporting@odot.state.or.us](mailto:ODOTPTDReporting@odot.state.or.us), a copy of, or electronic link to, its annual audit subject to this requirement covering the funds expended under this Agreement and shall submit or cause to be submitted, the annual audit of any subrecipient(s), contractor(s), or subcontractor(s) of Recipient responsible for the financial management of funds received under this Agreement.
  - ii. Recipient shall save, protect and hold harmless State from the cost of any audits or special investigations performed by the Secretary with respect to the funds expended under this Agreement. Recipient acknowledges and agrees that any audit costs incurred by Recipient as a result of allegations of fraud, waste or abuse are ineligible for reimbursement under this or any other agreement between Recipient and State.

## 9. Recipient Subagreements and Procurements

- a. **Subagreements.** Recipient may enter into agreements with sub-recipients, contractors or subcontractors (collectively, "subagreements") for performance of the Project.
  - i. All subagreements must be in writing executed by Recipient and must incorporate and pass through all of the applicable requirements of this Agreement to the other party or parties to the subagreement(s). Use of a subagreement does not relieve Recipient of its responsibilities under this Agreement.
  - ii. Recipient agrees to provide State with a copy of any signed subagreement upon request by State. Any substantial breach of a term or condition of a subagreement relating to funds covered by this Agreement must be reported by Recipient to State within ten (10) days of its being discovered.
- b. Recipient shall review the *Best Practices Procurement Manual*, a technical assistance manual prepared by the FTA, available on the FTA website: [www.fta.dot.gov/grants/13054\\_6037.html](http://www.fta.dot.gov/grants/13054_6037.html)
- c. **Subagreement indemnity; insurance**

***Recipient's subagreement(s) shall require the other party to such subagreements(s) that is not a unit of local government as defined in ORS 190.003, if any, to indemnify, defend, save and hold harmless State and its officers, employees and agents from and against any and all claims, actions, liabilities, damages, losses, or expenses, including attorneys' fees, arising from a tort, as now or hereafter defined in ORS 30.260, caused, or alleged to be caused, in whole or in part, by the negligent or willful acts or omissions of the other party to Recipient's subagreement or any of such party's officers, agents, employees or subcontractors ("Claims"). It is the specific intention of the Parties that the State shall, in all instances, except for Claims arising solely from the negligent or willful acts or omissions of the State, be indemnified by the other party to Recipient's subagreement(s) from and against any and all Claims.***

Any such indemnification shall also provide that neither Recipient's subrecipient(s), contractor(s) nor subcontractor(s) (collectively "Subrecipients"), nor any attorney engaged by Recipient's Subrecipient(s), shall defend any claim in the name of the State or any agency of the State of Oregon, nor purport to act as legal representative of the State of Oregon or any of its agencies, without the prior written consent of the Oregon Attorney General. The State may, at any time at its election, assume its own defense and settlement in the event that it determines that Recipient's Subrecipient is prohibited from defending State or that Recipient's Subrecipient is not adequately defending State's interests, or that an important governmental principle is at issue or that it is in the best interests of State to do so. State reserves all rights to pursue claims it may have against Recipient's Subrecipient if State elects to assume its own defense.

Recipient may require the other party, or parties, to each of its subagreements that are not units of local government as defined in ORS 190.003 to obtain and maintain insurance of the types and in the amounts provided in Exhibit C to this Agreement. Any insurance obtained by the other party to Recipient's subagreements, if any, shall not relieve Recipient of the requirements of Section 11 of this Agreement. The other party to any subagreement with Recipient, if the other party employs subject workers as defined in ORS 657.027, must obtain Workers Compensation Coverage as described in Exhibit C.

- d. **Procurements.** Recipient shall make purchases of any equipment, materials, or services for the Project under procedures that comply with Oregon law, as applicable, including all applicable provisions of the Oregon Public Contracting Code and rules, and in conformance to FTA Circular 4220.1F, Third Party Contracting Requirements including:
  - i. all applicable clauses required by federal statute, executive orders and their implementing regulations are included in each competitive procurement;
  - ii. all procurement transactions are conducted in a manner providing full and open



competition;

iii. procurements exclude the use of statutorily or administratively imposed in-state or geographic preference in the evaluation of bids or proposals (with exception of locally controlled licensing requirements);

iv. construction, architectural and engineering procurements are based on Brooks Act procedures unless the procurement is subject to ORS 279C.100 to 279C.125.

## 10. Termination

a. **Termination by State.** State may terminate this Agreement effective upon delivery of written notice of termination to Recipient, or at such later date as may be established by State in such written notice, if:

- i. Recipient fails to perform the Project within the time specified herein or any extension thereof or commencement, continuation or timely completion of the Project by Recipient is, for any reason, rendered improbable, impossible, or illegal; or
- ii. State fails to receive funding, appropriations, limitations or other expenditure authority sufficient to allow State, in the exercise of its reasonable administrative discretion, to continue to make payments for performance of this Agreement; or
- iii. Federal or state laws, rules, regulations or guidelines are modified or interpreted in such a way that the Project is no longer allowable or no longer eligible for funding under this Agreement; or
- iv. The Project would not produce results commensurate with the further expenditure of funds; or
- v. Recipient takes any action pertaining to this Agreement without the approval of State and which under the provisions of this Agreement would have required the approval of State.

b. **Termination by Recipient.** Recipient may terminate this Agreement effective upon delivery of written notice of termination to State, or at such later date as may be established by Recipient in such written notice, if:

- i. The requisite local funding to continue the Project becomes unavailable to Recipient; or
- ii. Federal or state laws, rules, regulations or guidelines are modified or interpreted in such a way that the Project is no longer allowable or no longer eligible for funding under this Agreement.

c. **Termination by Either Party.** Either Party may terminate this Agreement upon at least ten days notice to the other Party and failure of the other Party to cure within the period provided in the notice, if the other Party fails to comply with any of the terms of this Agreement.

## 11. General Provisions

a. **Contribution.** If any third party makes any claim or brings any action, suit or proceeding alleging a tort as now or hereafter defined in ORS 30.260 ("Third Party Claim") against State or Recipient with respect to which the other Party may have liability, the notified Party must promptly notify the other Party in writing of the Third Party Claim and deliver to the other Party a copy of the claim, process, and all legal pleadings with respect to the Third Party Claim. Each Party is entitled to participate in the defense of a Third Party Claim, and to defend a Third Party Claim with counsel of its own choosing. Receipt by a Party of the notice and copies required in this paragraph and meaningful opportunity for the Party to participate in the investigation, defense and settlement of the Third Party Claim with counsel of its own choosing are conditions precedent to that Party's liability with respect to the Third Party Claim.

With respect to a Third Party Claim for which State is jointly liable with Recipient (or would be if joined in the Third Party Claim ), State shall contribute to the amount of expenses (including attorneys' fees), judgments, fines and amounts paid in settlement actually and

reasonably incurred and paid or payable by Recipient in such proportion as is appropriate to reflect the relative fault of the State on the one hand and of the Recipient on the other hand in connection with the events which resulted in such expenses, judgments, fines or settlement amounts, as well as any other relevant equitable considerations. The relative fault of State on the one hand and of Recipient on the other hand shall be determined by reference to, among other things, the Parties' relative intent, knowledge, access to information and opportunity to correct or prevent the circumstances resulting in such expenses, judgments, fines or settlement amounts. State's contribution amount in any instance is capped to the same extent it would have been capped under Oregon law, including the Oregon Tort Claims Act, ORS 30.260 to 30.300, if State had sole liability in the proceeding.

With respect to a Third Party Claim for which Recipient is jointly liable with State (or would be if joined in the Third Party Claim), Recipient shall contribute to the amount of expenses (including attorneys' fees), judgments, fines and amounts paid in settlement actually and reasonably incurred and paid or payable by State in such proportion as is appropriate to reflect the relative fault of Recipient on the one hand and of State on the other hand in connection with the events which resulted in such expenses, judgments, fines or settlement amounts, as well as any other relevant equitable considerations. The relative fault of Recipient on the one hand and of State on the other hand shall be determined by reference to, among other things, the Parties' relative intent, knowledge, access to information and opportunity to correct or prevent the circumstances resulting in such expenses, judgments, fines or settlement amounts. Recipient's contribution amount in any instance is capped to the same extent it would have been capped under Oregon law, including the Oregon Tort Claims Act, ORS 30.260 to 30.300, if it had sole liability in the proceeding.

- b. **Dispute Resolution.** The Parties shall attempt in good faith to resolve any dispute arising out of this Agreement. In addition, the Parties may agree to utilize a jointly selected mediator or arbitrator (for non-binding arbitration) to resolve the dispute short of litigation.
- c. **Responsibility for Grant Funds.** Any recipient of Grant Funds, pursuant to this Agreement with State, shall assume sole liability for that recipient's breach of the conditions of this Agreement, and shall, upon recipient's breach of conditions that requires State to return funds to the FTA, hold harmless and indemnify State for an amount equal to the funds received under this Agreement; or if legal limitations apply to the indemnification ability of the recipient of Grant Funds, the indemnification amount shall be the maximum amount of funds available for expenditure, including any available contingency funds or other available non-appropriated funds, up to the amount received under this Agreement.
- d. **Amendments.** This Agreement may be amended or extended only by a written instrument signed by both Parties and approved as required by applicable law.
- e. **Duplicate Payment.** Recipient is not entitled to compensation or any other form of duplicate, overlapping or multiple payments for the same work performed under this Agreement from any agency of the State of Oregon or the United States of America or any other party, organization or individual.
- f. **No Third Party Beneficiaries.** State and Recipient are the only Parties to this Agreement and are the only Parties entitled to enforce its terms. Nothing in this Agreement gives, is intended to give, or shall be construed to give or provide any benefit or right, whether directly or indirectly, to a third person unless such a third person is individually identified by name herein and expressly described as an intended beneficiary of the terms of this Agreement.

Recipient acknowledges and agrees that the Federal Government, absent express written consent by the Federal Government, is not a party to this Agreement and shall not be subject to any obligations or liabilities to the Recipient, contractor or any other party (whether or not a party to the Agreement) pertaining to any matter resulting from the this Agreement.

- g. **Notices.** Except as otherwise expressly provided in this Agreement, any communications between the Parties hereto or notices to be given hereunder shall be

given in writing by personal delivery, facsimile, email, or mailing the same, postage prepaid, to Recipient Contact or State Contact at the address or number set forth on the signature page of this Agreement, or to such other addresses or numbers as either Party may hereafter indicate pursuant to this Section 11.g. Any communication or notice personally delivered shall be deemed to be given when actually delivered. Any communication or notice delivered by facsimile shall be deemed to be given when receipt of the transmission is generated by the transmitting machine, and to be effective against State, such facsimile transmission must be confirmed by telephone notice to State Contact. Any communication by email shall be deemed to be given when the recipient of the email acknowledges receipt of the email. Any communication or notice mailed shall be deemed to be given when received.

- h. **Governing Law, Consent to Jurisdiction.** This Agreement shall be governed by and construed in accordance with the laws of the State of Oregon without regard to principles of conflicts of law. Any claim, action, suit or proceeding (collectively, "Claim") between State (or any other agency or department of the State of Oregon) and Recipient that arises from or relates to this Agreement shall be brought and conducted solely and exclusively within the Circuit Court of Marion County in the State of Oregon. In no event shall this section be construed as a waiver by the State of Oregon of any form of defense or immunity, whether sovereign immunity, governmental immunity, immunity based on the eleventh amendment to the Constitution of the United States or otherwise, from any Claim or from the jurisdiction of any court. EACH PARTY HEREBY CONSENTS TO THE EXCLUSIVE JURISDICTION OF SUCH COURT, WAIVES ANY OBJECTION TO VENUE, AND WAIVES ANY CLAIM THAT SUCH FORUM IS AN INCONVENIENT FORUM.
- i. **Compliance with Law.** Recipient shall comply with all federal, state and local laws, regulations, executive orders and ordinances applicable to the Agreement or to the implementation of the Project, as applicable to Recipient, including without limitation as described in Exhibit D. Without limiting the generality of the foregoing, Recipient expressly agrees to comply with (i) Title VI of Civil Rights Act of 1964; (ii) Title V and Section 504 of the Rehabilitation Act of 1973; (iii) the Americans with Disabilities Act of 1990 and ORS 659A.142; (iv) all regulations and administrative rules established pursuant to the foregoing laws; and (v) all other applicable requirements of federal and state civil rights and rehabilitation statutes, rules and regulations.
- j. **Insurance; Workers' Compensation.** All employers, including Recipient, that employ subject workers who provide services in the State of Oregon shall comply with ORS 656.017 and provide the required Workers' Compensation coverage, unless such employers are exempt under ORS 656.126. Employer's liability insurance with coverage limits of not less than \$500,000 must be included. Recipient shall ensure that each of its subrecipient(s), contractor(s), and subcontractor(s) complies with these requirements.
- k. **Independent Contractor.** Recipient shall perform the Project as an independent contractor and not as an agent or employee of State. Recipient has no right or authority to incur or create any obligation for or legally bind State in any way. State cannot and will not control the means or manner by which Recipient performs the Project, except as specifically set forth in this Agreement. Recipient is responsible for determining the appropriate means and manner of performing the Project. Recipient acknowledges and agrees that Recipient is not an "officer", "employee", or "agent" of State, as those terms are used in ORS 30.265, and shall not make representations to third parties to the contrary.
- l. **Severability.** If any term or provision of this Agreement is declared by a court of competent jurisdiction to be illegal or in conflict with any law, the validity of the remaining terms and provisions shall not be affected, and the rights and obligations of the Parties shall be construed and enforced as if this Agreement did not contain the particular term or provision held to be invalid.
- m. **Counterparts.** This Agreement may be executed in two or more counterparts (by facsimile or otherwise), each of which is an original and all of which together are deemed one agreement binding on all Parties, notwithstanding that all Parties are not signatories to the same counterpart.
- n. **Integration and Waiver.** This Agreement, including all Exhibits, constitutes the entire agreement between the Parties on the subject matter hereof. There are no

understandings, agreements, or representations, oral or written, not specified herein regarding this Agreement. The delay or failure of either Party to enforce any provision of this Agreement shall not constitute a waiver by that Party of that or any other provision. Recipient, by the signature below of its authorized representative, hereby acknowledges that it has read this Agreement, understands it, and agrees to be bound by its terms and conditions.

Morrow County/State of Oregon  
Agreement No. 32881

**The Parties**, by execution of this Agreement, hereby acknowledge that each Party has read this Agreement, understands it, and agrees to be bound by its terms and conditions.

The Oregon Transportation Commission on October 20, 2010, approved Delegation Order Number OTC-01, which authorizes the Director of the Oregon Department of Transportation to administer programs related to public transit.

On March 1, 2012, the Director approved Delegation Order Number DIR-04, which delegates the authority to approve this Agreement to the Rail and Public Transit Division Administrator.

**SIGNATURE PAGE TO FOLLOW**

Morrow County/State of Oregon  
Agreement No. 32881

**Morrow County**, by and through its

Board of Commissioners

By \_\_\_\_\_

Name Don Russell, Chair

Date \_\_\_\_\_

By \_\_\_\_\_

Name Jim Doherty, Commissioner

Date \_\_\_\_\_

By \_\_\_\_\_

Name Melissa Lindsay, Commissioner

Date \_\_\_\_\_

**APPROVED AS TO LEGAL SUFFICIENCY**

By \_\_\_\_\_

Recipient's Legal Counsel

Date \_\_\_\_\_

**State Contact:**

Frank Thomas  
555 13<sup>th</sup> St. NE  
Salem, OR 97301-4179  
1 (541)963-1362  
Frank.THOMAS@odot.state.or.us

**State of Oregon**, by and through its

Department of Transportation

By \_\_\_\_\_

H.A. (Hal) Gard

Rail and Public Transit Division Administrator

Date \_\_\_\_\_

**APPROVAL RECOMMENDED**

By Frank Thomas

Date 06/04/2018

**APPROVED AS TO LEGAL SUFFICIENCY**

(For funding over \$150,000)

N/A

**Recipient Contact:**

Anita Pranger

P.O. Box 495

Heppner, OR 97836

1 (541)676-5667

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

**EXHIBIT A**

**Project Description and Budget**

**Project Description/Statement of Work**

<b>Project Title: 5310 Morrow County 32881</b>				
<i>Mobility Management</i>				
<b>Item #1: Mobility Management - 5302(a)(1)(L)</b>				
	Total	Grant Amount	Local Match	Match Type(s)
	\$28,500.00	\$22,800.00	\$5,700.00	Local
<b>Sub Total</b>	\$28,500.00	\$22,800.00	\$5,700.00	
<b>Grand Total</b>	<b>\$28,500.00</b>	<b>\$22,800.00</b>	<b>\$5,700.00</b>	

● 1. BACKGROUND

*Mobility management projects are planning, training, and management activities for improving coordination among public transportation service providers, including human service agencies and private providers. These projects build coordination among existing public transportation providers and increase service options that would not otherwise be available for seniors and individuals with disabilities.*

2. PROJECT DESCRIPTION

*Provide funding to establish a dispatching, ride scheduling and trip coordination position. In addition, Recipient will use the increased capacity to improve passenger guidance, trip planning and ride coaching to seniors and individuals with disabilities.*

*Recipient will oversee and monitor the services and performance of any consultants or contractors used in the project.*

3. PROJECT DELIVERABLES

*Recipient will establish a part time support position that improves the availability of call taking, ride scheduling and trip assignment on behalf of seniors and individuals with disabilities.*

*a. TASK ONE: Travel support targeted to seniors and individuals with disabilities residing in Morrow County, Oregon. Recipient will provide information and assistance to individuals about using demand response and intercommunity access systems by providing scheduling, coordination and trip planning services.*

*The goal of this project is to improve access to transportation by providing additional trip facilitation capacity.*

*Estimated Completion Date: June 30, 2020*

*b. TASK TWO: Public transit travel orientation, ride coaching, outreach and awareness building targeted to seniors and individuals with disabilities. Outreach efforts to including marketing and training meetings held at the four senior meals facilities in Morrow County, Oregon. Recipient will provide information and education about using demand response and coordinated intercity systems.*

*The goal of this project is to improve awareness and the capacity of the targeted populations in Morrow County to access local and coordinated transit service.*

*Estimated Completion Date: June 30, 2020*

PROJECT PERFORMANCE MEASURES

*The following measures are established to evaluate the effectiveness of the project:*

*Gaps in Service Filled: for purposes of this project, Unduplicated Passenger or Client Count (UPC) is defined as the actual or estimated number of individuals served who are a) all passengers or other project clients; and b) seniors and individuals with disabilities, who are provided mobility services developed by this project.*

*3,000 or more UPC contacts will be facilitated through Task One of this project. Recipient will track and report the UPC. Methodology for identifying the UPC is at the discretion of the Recipient, and shall be documented in writing and provided with the quarterly progress report.*

*Unduplicated Transit Travel Mobility Training through Task Two of this project:*

*Number of persons to be trained during the 2018-20 biennium: 20*

*In addition, marketing and outreach efforts will result in awareness building among 400 Morrow County residents and 40 new contacts made at public education meetings.*

#### **4. PROJECT ACCOUNTING and MATCHING FUNDING**

*Eligible mobility management expenses are administrative costs to develop new projects and do not include capital costs other than durable equipment, supplies or the cost of operating public transportation services. Incidental durable equipment is an eligible expense up to \$5,000 of the total project cost. Recipient may not count the same costs twice if they have multiple agreements for which these costs may be eligible.*

*Sources of funding that may be used as Recipient's matching funds for this Agreement include local funds; Special Transportation Formula Funds; service contract revenue, advertisement and other earned income; cash donations; and verifiable in-kind contributions integral to the project budget. In-kind contributions claimed as matching funding must be reported to State. Recipient may not use passenger fares as matching funding.*

#### **5. REPORTING and INVOICING REQUIREMENTS**

*Recipient will submit a quarterly narrative project progress report and a fiscal report in addition to the regular quarterly report required by State. For each task, Recipient will report:*

- a. The task status, including any issues encountered and the planned resolution.*
- b. Hours expended on the tasks to date.*
- c. The cost for each task and the percentage of completion.*

*Task costs will specify labor, non-labor expenses including staff travel and professional consultant expenses, as applicable. Labor expenses shall be reported as an hourly labor rate multiplied by the number of hours expended to date on the task.*



**EXHIBIT B**  
**FINANCIAL INFORMATION**

The information below will assist auditors to prepare a report in compliance with the requirements of 2 CFR part 200, subpart F.

This Agreement is financed by the funding source indicated below:

<b>Federal Program</b>	<b>Federal Funding Agency</b>	<b>CFDA Number</b>	<b>Total Federal Funding</b>
49 U.S.C. 5310	U.S. Department of Transportation Federal Transit Administration 915 Second Avenue, Suite 3142 Seattle, WA 98174	<b>20.513 (5310)</b>	<b>\$22,800.00</b>

<b>Administered By</b> Rail and Public Transit Division 555 13th Street NE Salem, OR 97301-4179
--

## EXHIBIT C

### Insurance Requirements

#### GENERAL.

Recipient shall require in its first tier subagreements with entities that are not units of local government as defined in ORS 190.003, if any, to: i) obtain insurance specified under TYPES AND AMOUNTS and meeting the requirements under ADDITIONAL INSURED, "TAIL" COVERAGE, NOTICE OF CANCELLATION OR CHANGE, and CERTIFICATES OF INSURANCE before performance under the subagreement commences, and ii) maintain the insurance in full force throughout the duration of the subagreement. The insurance must be provided by insurance companies or entities that are authorized to transact the business of insurance and issue coverage in the State of Oregon and that are acceptable to State. Recipient shall not authorize work to begin under subagreements until the insurance is in full force. Thereafter, Recipient shall monitor continued compliance with the insurance requirements on an annual or more frequent basis. Recipient shall incorporate appropriate provisions in the subagreement permitting it to enforce compliance with the insurance requirements and shall take all reasonable steps to enforce such compliance. In no event shall Recipient permit work under a subagreement when Recipient is aware that the contractor is not in compliance with the insurance requirements. As used in this section, "first tier" means a subagreement in which the Recipient is a Party.

#### TYPES AND AMOUNTS.

i. WORKERS COMPENSATION. Insurance in compliance with ORS 656.017, which requires all employers that employ subject workers, as defined in ORS 656.027, to provide workers' compensation coverage for those workers, unless they meet the requirement for an exemption under ORS 656.126(2). Employers liability insurance with coverage limits of not less than \$500,000 must be included.

ii. COMMERCIAL GENERAL LIABILITY. Commercial General Liability Insurance covering bodily injury, death, and property damage in a form and with coverages that are satisfactory to State. This insurance shall include personal injury liability, products and completed operations. Coverage shall be written on an occurrence form basis, with not less than the following amounts as determined by State:

Bodily Injury, Death and Property Damage:

\$1,000,000 per occurrence (for all claimants for claims arising out of a single accident or occurrence).

iii. AUTOMOBILE Liability Insurance: Automobile Liability. Automobile Liability Insurance covering all owned, non-owned and hired vehicles. This coverage may be written in combination with the Commercial General Liability Insurance (with separate limits for "Commercial General Liability" and "Automobile Liability"). Automobile Liability Insurance must be in not less than the following amounts as determined by State:

Bodily Injury, Death and Property Damage:

\$1,000,000 per occurrence (for all claimants for claims arising out of a single accident or occurrence).

ADDITIONAL INSURED. The Commercial General Liability Insurance and Automobile Liability insurance must include State, its officers, employees and agents as Additional Insureds but only with respect to the contractor's activities to be performed under the Subcontract. Coverage must be primary and non-contributory with any other insurance and self-insurance.

"TAIL" COVERAGE. If any of the required insurance policies is on a "claims made" basis, such as

professional liability insurance, the contractor shall maintain either "tail" coverage or continuous "claims made" liability coverage, provided the effective date of the continuous "claims made" coverage is on or before the effective date of the Subcontract, for a minimum of 24 months following the later of: (i) the contractor's completion and Recipient's acceptance of all Services required under the Subcontract or, (ii) the expiration of all warranty periods provided under the Subcontract. Notwithstanding the foregoing 24-month requirement, if the contractor elects to maintain "tail" coverage and if the maximum time period "tail" coverage reasonably available in the marketplace is less than the 24-month period described above, then the contractor may request and State may grant approval of the maximum "tail" coverage period reasonably available in the marketplace. If State approval is granted, the contractor shall maintain "tail" coverage for the maximum time period that "tail" coverage is reasonably available in the marketplace.

**NOTICE OF CANCELLATION OR CHANGE.** The contractor or its insurer must provide 30 days' written notice to Recipient before cancellation of, material change to, potential exhaustion of aggregate limits of, or non-renewal of the required insurance coverage(s).

**CERTIFICATE(S) OF INSURANCE.** Recipient shall obtain from the contractor a certificate(s) of insurance for all required insurance before the contractor performs under the Subcontract. The certificate(s) or an attached endorsement must specify: i) all entities and individuals who are endorsed on the policy as Additional Insured and ii) for insurance on a "claims made" basis, the extended reporting period applicable to "tail" or continuous "claims made" coverage.

## EXHIBIT D

### **Summary of Federal Requirements and Incorporating by Reference Annual List of Certifications and Assurances for FTA Grants and Cooperative Agreements ("Certifications and Assurances") and Federal Transit Administration Master Agreement ("Master Agreement")**

Recipient and Recipient's subrecipient(s), contractor(s), or subcontractor(s), at any tier, if any, must comply with all applicable federal requirements contained in the Certifications and Assurances available at [www.transit.dot.gov](http://www.transit.dot.gov). The Certifications and Assurances, including as they may be changed during the term of this Agreement, are by this reference incorporated herein.

Recipient further agrees to comply with all applicable requirements included in the Master Agreement that is signed and attested to by State. This Master Agreement is incorporated by reference and made part of this Agreement. Said Master Agreement is available upon request from State by calling (503) 986-3300, or at [www.transit.dot.gov](http://www.transit.dot.gov). Without limiting the foregoing, the following is a summary of some requirements applicable to transactions covered by this Agreement and the funds described in Exhibit A:

1. Recipient shall comply with Title VI of the Civil Rights Act of 1964 (78 Stat 252, 42 U.S.C. § 2000d) and the regulations of the United States Department of Transportation (49 CFR 21, Subtitle A). Recipient shall exclude no person on the grounds of race, religion, color, sex, age, national origin, or disability from the benefits of aid received under this Agreement. Recipient will report to State on at least an annual basis the following information: any active lawsuits or complaints, including dates, summary of allegation, status of lawsuit or complaint including whether the Parties entered into a consent decree.
2. Recipient shall comply with FTA regulations in Title 49 CFR 27 Nondiscrimination on the Basis of Disability in Programs or Activities Receiving Federal Financial Assistance which implements the Rehabilitation Act of 1973, as amended, the Americans with Disabilities Act of 1990, 49 CFR 37, and 49 CFR 38.
3. Recipient shall not discriminate on the basis of race, color, national origin, or sex in the award and performance of any USDOT-assisted contract or in the administration of its DBE program or the requirements of 49 CFR Part 26. Recipient shall take all necessary and reasonable steps under 49 CFR Part 26 to ensure nondiscrimination in the award and administration of USDOT-assisted contracts. Recipient's DBE program, if applicable, as required by 49 CFR part 26 and as approved by USDOT, is incorporated by reference in this agreement. Implementation of this program is a legal obligation and failure to carry out its terms shall be treated as a violation of this agreement. Upon notification to State of its failure to carry out its approved program, the Department may impose sanctions as provided for under part 26 and may, in appropriate cases, refer the matter for enforcement under 18 U.S.C. 1001 and/or the Program Fraud Civil Remedies Act of 1986 (31 U.S.C. 3801 et seq.).
4. Recipient must include the following language in each subagreement Recipient signs with a subcontractor or subrecipient:  
  
*The contractor, subrecipient or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this Agreement. The contractor, subrecipient, or subcontractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of USDOT-assisted contracts. Failure by the contractor, subrecipient, or subcontractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as Recipient deems appropriate.*
5. By executing the Agreement, Recipient and contractors receiving in excess of \$100,000 in federal funds, other than Indian tribes, certify to State that they have not and will not use federal funds to pay for influencing or attempting to influence an officer or employee of any federal department or Agency, a member of Congress, or an employee of a member of Congress in connection with obtaining any federal grant, cooperative agreement or any other

federal award as well as the extension, continuation, renewal, amendment or modification of any federal contract, grant, loan, cooperative agreement, or other federal award. This certification is a material representation of fact upon which reliance was placed when this Agreement was made or entered into. Submission of this certification is a prerequisite for making or entering into this Agreement imposed by Section 1352, Title 31 of the U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure. If non-federal funds have been used to support lobbying activities in connection with the Project, Recipient shall complete Standard Form LLL, Disclosure Form to Report Lobbying and submit the form to State at the end of each calendar quarter in which there occurs an event that requires disclosure. Restrictions on lobbying do not apply to influencing policy decisions. Examples of prohibited activities include seeking support for a particular application or bid and seeking a congressional earmark.

**Morrow County**, by and through its

\_\_\_\_\_

By \_\_\_\_\_  
(Legally designated representative)

Name \_\_\_\_\_  
(printed)

Date \_\_\_\_\_

By \_\_\_\_\_

Name \_\_\_\_\_  
(printed)

Date \_\_\_\_\_

**APPROVED AS TO LEGAL SUFFICIENCY**

(If required in local process)

By \_\_\_\_\_  
Recipient's Legal Counsel

Date \_\_\_\_\_

**Recipient Contact:**

Anita Pranger  
PO Box 495  
Heppner, OR 97836  
1 (541) 676-5667  
apranger@co.morrow.or.us

**State Contact:**

Frank Thomas  
555 13th Street NE  
Salem, OR 97301-4179  
1 (541) 963-1362  
Frank.THOMAS@odot.state.or.us

**State of Oregon**, by and through its  
Department of Transportation

By \_\_\_\_\_  
H. A. (Hal) Gard  
Rail and Public Transit Division Administrator

Date \_\_\_\_\_

**APPROVAL RECOMMENDED**

By \_\_\_\_\_ Frank Thomas

Date \_\_\_\_\_ 06/04/2018

**APPROVED AS TO LEGAL SUFFICIENCY**

(For funding over \$150,000)

N/A



# AGENDA ITEM COVER SHEET

Morrow County Board of Commissioners

(Page 2 of 2)

---

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

A change to the insurance coverage amounts needed for Herbicide treatments for ODA grants required us to look at the coverage currently provided by CIS insurance and it was found to be less than needed to proceed with approved grant. Current coverage is at \$50,000 for herbicide treatment through CIS and the State is requiring a minimum \$500,000/\$1,000,000. Our other general and auto liability limits are sufficient but the special coverage herbicide treatment needs addressed. Wheatland Insurance is investigating rider policy information and will present information at this meeting.

## **2. FISCAL IMPACT:**

Additional policy premium for herbicide treatment coverage will need to be figured into budget.

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

After analyzing current coverage limits, it is recommended to proceed with purchase of additional herbicide application coverage in order to better protect county from any possible herbicide treatment claims. While we have a clean record against any such claims, the levels of coverage being requested by the State are not unreasonable and in fact required to be eligible for ODA Weed grants.

Attach additional background documentation as needed.



**dave pranger**

---

**From:** Anna Wedding <awedding@wici.net>  
**Sent:** Monday, June 11, 2018 9:40 AM  
**To:** dave pranger; Kate Knop; Karen Wolff; Matt Scrivner; Darrell Green  
**Cc:** Nancy Snider  
**Subject:** Pollution Excel  
**Attachments:** Pollution quotes.xlsx

Good morning,

Here is the excel spreadsheet for additional pollution coverage over your CIS limits of \$50,000 for pesticide, herbicide, and fungicides, and the \$100,000 for pollution coverage. The Excel breakdowns some of the specific components of the quotes and gives a very broad pictures of the differences in companies. We have submitted to one additional company for a quote that we believe will be competitive, but we have not received that quote at this time. Please review what is attached and let us know if you have any questions. Each policies has some exclusion which is standard practice for insurance and we aren't currently listing those on this excel.

Currently we would recommend the RT Specialty quote, but we would like to review the additional quote we have submitted

Thank you!

Anna Wedding  
Account Manager  
Wheatland Insurance Center  
Phone: 541-676-9113  
FAX: 541-276-7688  
[www.wheatlandins.com](http://www.wheatlandins.com)

"The best compliment we can receive is your referral"  
Be sure to LIKE us OnFacebook!  
<http://www.facebook.com/wheatlandinsurance>

Confidentiality Notice: This e-mail and all attachments may contain CONFIDENTIAL information and are meant solely for the intended recipient. It may contain controlled, privileged, or proprietary information that is protected under applicable law and shall not be disclosed to any unauthorized third party. If you are not the intended recipient, you are hereby notified that any unauthorized review, action, disclosure, distribution, or reproduction of any information contained in this e-mail and any attachments is strictly PROHIBITED. If you received this e-mail in error, please reply to the sender immediately stating that this transmission was misdirected, and delete or destroy all electronic and paper copies of this e-mail and attachments without disclosing the contents. This e-mail does not grant or assign rights of ownership in the proprietary subject matter herein, nor shall it be construed as a joint venture, partnership, teaming agreement, or any other formal business relationship.

Pollution Quotes Morrow County

Companies quoted	RT Speciality	Inter-Pacific Ins. Brokers Inc.	Philadelphia Ins
Premiums		\$1,861.00	\$3,000
Taxes and Fees		\$313.55	\$335
Total Premium		\$2,174.55	\$3,335.00
Deductibles		\$2,500	\$10,000
Liability Limits	1Million/2Million	1Million/2Million	1Million/2Million
Coverage type	Occurrence with claims made Claims made on non-owned propertywith \$10,000 deductible	All Claims made	All Claims Made
Claims Made extended reporting	Available at cost	Trail coverage purchase seperately	Availiable at cost
Transportation Coverage	1 Million	Included	Included
Additional Insured Endos	Included	Can be added	Schedule with company

All non admitted company



3001 Douglas Boulevard Suite 320  
Roseville, CA 95661  
Ph.  
www.rtspecialty.com

1R1R3713A

### QUOTATION SUMMARY

May 29, 2018

Wheatland Insurance Center, Inc. - Pendleton  
Anna Weddina  
PO Box 1127  
Pendleton, OR 97801

FROM: for Matt Hulbert

Outlined below is a summary of the attached quotation obtained for the above noted Insured. The full quote terms, conditions and exclusions can be found on the attached quote. Please pay special attention to those items found on the quote, and note that in the event of any discrepancies between the information found on this summary and the quote itself, the quote supersedes our summary. As the broker with the direct relationship with the Insured, it is your responsibility to carefully review with the Insured all of the terms, conditions, and limitations in the quote, and to specifically reconcile with the Insured any differences between those quoted and those you requested. RT Specialty expressly disclaims any responsibility for any failure on your part to review or reconcile any such differences with the Insured.

<b>NAMED INSURED:</b>	Morrow County PO Box 867 Hedden, OR 97836						
<b>PRIMARY RISK ZIP CODE:</b>	97839						
<b>COVERAGE:</b>	Contractor's Pollution Liability						
<b>INSURER:</b>	Westchester Surplus Lines Insurance Co (Chubb - Non-Admitted)						
<b>POLICY TERM:</b>	6/5/2018 - 6/5/2019						
<b>ESTIMATED POLICY PREMIUM:</b>	\$1,150.00						
<b>OPTIONAL TRIA:</b>	MFP						
<b>FEES:</b>	<table border="0"> <tr> <td>Brokerage Fee</td> <td>\$175.00</td> </tr> <tr> <td><b>TOTAL FEES:</b></td> <td><b>\$175.00</b></td> </tr> </table>	Brokerage Fee	\$175.00	<b>TOTAL FEES:</b>	<b>\$175.00</b>		
Brokerage Fee	\$175.00						
<b>TOTAL FEES:</b>	<b>\$175.00</b>						
<b>ESTIMATED SURPLUS LINES TAX:</b>	<table border="0"> <tr> <td>Surplus Lines Tax</td> <td>\$26.50</td> </tr> <tr> <td>Surplus Lines State Surcharge</td> <td>\$15.00</td> </tr> <tr> <td>Fire Marshall Tax</td> <td>\$3.98</td> </tr> </table>	Surplus Lines Tax	\$26.50	Surplus Lines State Surcharge	\$15.00	Fire Marshall Tax	\$3.98
Surplus Lines Tax	\$26.50						
Surplus Lines State Surcharge	\$15.00						
Fire Marshall Tax	\$3.98						
<b>TOTAL TAXES:</b>	<b>\$45.48</b>						



**3001 Douglas Boulevard Suite 320  
Roseville, CA 95661  
Ph.  
[www.rtspecialty.com](http://www.rtspecialty.com)**

18183713A

**TOTAL:** \$1,370.48  
**AGENT COMMISSION:** 12%  
**SPECIAL CONDITIONS / OTHER COVERAGES:**

**NO FLAT CANCELLATIONS  
ALL FEES ARE FULLY EARNED AT INCEPTION**

For R-T Specialty to file the surplus lines taxes on your behalf, please complete the surplus lines tax document and return with your request to bind. Due to state regulations, R-T Specialty requires tax documents to be completed within 24 to 48 hours of binding. Please be diligent in returning tax forms.



3001 Douglas Boulevard Suite 320  
Roseville, CA 95661  
Ph.  
[www.rtspecialty.com](http://www.rtspecialty.com)

1R1R3713A

#### **HOME STATE FOR NON-ADMITTED RISKS**

Taxes and governmental fees are estimates and subject to change based upon current rates of the Home State and risk information available at the date of binding. The Home State of the Insured for a non-admitted risk shall be determined in accordance with the Nonadmitted and Reinsurance Act of 2010, 15 U.S.C §8201, etc. ("NRRA"). Some states require the producing broker to submit a written verification of the insured's Home State for our records. The applicable law of the Home State governing cancellation or non-renewal of insurance shall apply to this Policy.

#### **BINDING INSTRUCTIONS**

We will only bind coverage in writing after we receive a written request from you to bind coverage. If coverage is requested, the following items must be submitted:

There are subjectivities that:

- must be complied with or resolved before the contract becomes binding
- apply both before or after inception, compliance with which is a condition of all or part of the coverage; and
- apply after the formation of the contract as conditions of continued coverage.

Please note that this is a quote only, and the Insurer reserves the right to amend or withdraw the quote if new, corrected or updated information creating a material difference from the previously provided underwriting material is received. You must notify us of any material change in the risk exposure occurring after submission of the application. If the Insurer binds the risk following your written request, the terms of the policy currently in use by the Insurer will supersede the quote.

Any amendments to coverage must be specifically requested in writing or by submitting a policy change request form and then approved by the Insurer. Coverage cannot be affected, amended, extended or altered through the issuance of certificates of insurance. Underlying Insurers must be rated A- VII or better by A.M. Best.

This quote summary, the quote, the fees quoted and our advice, is confidential. This quote summary and the quote constitutes the entire understanding and supersedes any and all agreements and communications respecting the insurance offered. If you need further information about the quote, our fee or the Insurer that is proposing to provide your insurance, please contact us.



3001 Douglas Boulevard Suite 320
Roseville, CA 95661
Ph-
www.rtspecialty.com

1R1R3713A

PREMIUM FINANCE (If not included in the quote document)

If the insured and the insurer agree to bind coverage and the premium will be financed, we will need the following information and, upon binding, please instruct the premium finance company to send documents to our attention. Premium Finance funds should always be paid to R-T Specialty, LLC:

Table with 2 columns and 2 rows: Name of Premium Finance Company, Premium Finance Account Number

PRODUCER COMPENSATION: (if not included in the quote document)

In order to place the insurance requested we may charge a reasonable fee for additional services that may include performing a risk analysis, comparing policies, processing submissions, communication expenses, inspections, working with underwriters on the coverage proposal, issuing policies or servicing the policy after issuance. We have extensive insurance experience and will represent you honestly and competently in rendering services. Third-party inspection or other fees may be separately itemized upon request. If the insured recommends an inspection company we will endeavor to determine if it is approved by the Insurer. To the extent the insured paid us a fee for services, we represent the insured in performing those services. Our fees are fully earned and nonrefundable, except when required by applicable law. Our fees are applied to new policies, renewal policies, endorsements and certificates. Fees applicable to each renewal, endorsement and certificate will be explained in the quotes. In the event that the premium is adjustable upwards, our fees are adjustable as well and will be collected against any additional premium. The fee charged by us does not obligate the insured to purchase the proposed insurance or the Insurer to bind the proposed insurance. Our fee is not imposed by state law or the Insurer. This fee authorization shall remain operative until terminated by written notice. Depending upon the Insurer involved with your placement, we may also receive a commission from the Insurer.

We may also have an agreement with the Insurer that we are proposing for your insurance that may pay us future additional compensation. This type of compensation is in addition to any fees and/or commissions that we have agreed to accept for servicing your insurance. This compensation could be based on formulas that consider the volume of business placed with the company, the profitability of that business, how much of the business is retained for the company's account each year, and other factors. The agreements frequently consider total eligible premium from all clients placed during a calendar year and any profit-sharing payment is usually received after the end of the following calendar year. Because of variables in these programs, we have no accurate way at this time to determine the amount of any additional compensation that might be attributable to your insurance.

Insurers may choose to delegate their authority for some classes of business to underwriting managers. Some affiliates of Ryan Specialty Group, LLC (RSG) have been delegated authority for underwriting or other services on behalf of Insurers. An underwriting manager (UM) is a segregated business unit separate from the brokering, sales and service teams within RSG. If you need additional information about the compensation arrangements for RSG affiliated UM's or producers please contact your RSG representative.

R-T Specialty, LLC (RT), a subsidiary of Ryan Specialty Group, LLC, provides wholesale brokerage and other services to agents and brokers. RT is a Delaware limited liability company based in Illinois. As a wholesale broker, RT does not solicit insurance from the public. Some products may only be available in certain states, and some products may only be available from surplus lines Insurers. In California: R-T Specialty Insurance Services, LLC License #0G97516.

© 2017 Ryan Specialty Group, LLC

**QUOTE - Option 1**

**Date:** 05/29/2018

**Producer:**  
R-T SPECIALTY LLC DBA: R T SPECIALTY  
INSURANCE SERVICES LLC  
3400 WEST OLIVE AVENUE  
SUITE 350  
BURBANK, CA 91505

**Potential Insured:**  
Morrow County Public Entity  
  
Po Box 867  
Heppner, OR 97836

**Attention:** Matthew Hulburt  
**Telephone:** 916-580-2039  
**Email:** matt.hulburt@rtspecialty.com

The following quote outlines our proposal for the above referenced account. Please review all coverage terms and conditions as they may differ from the submission. These terms and conditions may be modified upon review of the requested additional information.

**Company:** Westchester Surplus Lines Insurance Company - AM Best Rating A++ XV

**Coverage:** Contractor's Pollution Liability Coverage Form – Occurrence

**Limits Of Liability:**  
\$2,000,000 General Aggregate  
\$1,000,000 Contractor's Pollution Liability - Each Pollution Condition

**Deductible:** \$2,500 Contractor's Pollution Liability - Each Pollution Condition

**Premium:** \$1,150

**TRIA Premium Charge:** \$ 250

**Total Premium:** \$ 1,400 (includes TRIA premium charge - Any requests to Reject TRIA coverage must be submitted to the underwriter prior to binding. See Attached TRIA disclosure.)

**Rate:** Flat / Not Auditable  
**Exposure Basis:** \$500,000 (Estimated Revenue)  
**Commission:** 12 %  
**Policy Term:** 07/01/2018 - 07/01/2019

**Retroactive Dates:**

Contractor's Pollution Liability Coverage Form – Not Applicable

Covered Locations: Not Applicable

**Insurance Company Forms:**

- ENV-1200 (03/10) - Contractors Pollution Liability Insurance Policy - Occurrence - Elite
- ENV-1230 (03/10) - Non-Owned Disposal Site(s) Liability - Elite
- ALL-21101 (11/06) - Trade or Economic Sanctions Endorsement
- ENV-3100 (08/04) - Additional Insured Endorsement
- ENV-3101 (08/04) - Additional Insured Endorsement - Primary and Non-Contributory
- ENV-3103 (12/10) - All Known or Reported Incidents Exclusion
- ENV-3137 (08/04) - Separate Defense Limit Endorsement - Contractors Pollution Liability Coverage
- ENV-3143 (03/05) - Waiver of Transfer of Rights of Recovery Against Others to Us
- ENV-3146 (01/14) - Transportation Pollution Liability Coverage Endorsement (Owned)
- ENV-3147 (10-12) - Global Program Solutions Amendatory (Foreign Indemnity) Endorsement
- ENV-3154 (04/17) - Definition of Pollution Conditions Amendatory Endorsement
- ENV-3210 (05/12) - Mold Exclusion
- ENV-3225 (10/08) - Additional Insured Endorsement - Products-Completed Operations Hazard
- ENV-3226 (10/08) - Additional Insured Endorsement - Products-Completed Operations Hazard Primary & Non-Contributory
- ENV-3239 (11/16) - Policy Changes Endorsement
- ENV-5100 (06/11) - Asbestos Amendatory Endorsement
- ENV-5102 (10/04) - Nuclear Hazard Liability Exclusion
- ENV-5519 (09/04) - Earned Premium Endorsement - 25% Minimum Earned
- SL-34256a (01/16) - Service of Suit Endorsement - Oregon

Applicable TRIA Endorsements

**The quoted coverage is subject to the receipt and satisfactory review of the following information within thirty (30) days unless otherwise noted:**

**Additional Terms and Conditions:**

- Proposed terms and conditions may differ from those requested.
- Sample coverage forms will be provided to you prior to binding.
- The producer shall be responsible for all applicable surplus lines filings and taxes.
- Premium is due thirty (30) days from the effective date of coverage.
- The proposed coverage shall be 25% minimum earned at inception.
- The coverage proposed in this quote is valid through 06/28/2018
- We reserve the right to rescind this quote in order to amend the terms and conditions, including premium, or decline the account based upon review of additional underwriting information.
- **PLEASE NOTE THAT FOR POLICIES EFFECTIVE JULY 21, 2011 AND SUBSEQUENT, WE REQUIRE THE PRODUCER TO PROVIDE THE "HOME STATE" AS DEFINED IN THE NONADMITTED AND REINSURANCE REFORM ACT (NRRRA) UPON BINDING OF THIS PLACEMENT.**

Please be advised that we do not review Certificates of Insurance issued by you, or by any party, relating to this policy of insurance either for content or accuracy. Accordingly, we request that you do not provide copies of certificates to us for review or for our records. Authority is granted to you for the limited purpose of issuing **unmodified ACORD Certificates (ACORD 25-S)**. It is your responsibility to see that any Certificate provides an accurate representation of the coverage form and endorsements applicable to this policy at the time the Certificate is issued. **Any modification of the approved ACORD forms specifically set forth above, or the issuance of a non-approved Certificate of Insurance (ACORD or other) is prohibited.** Certificates of Insurance may only be issued as a matter of information. You have no authority by virtue of a Certificate or otherwise, to amend, extend or otherwise alter coverage afforded under this policy. Certificates of Insurance are never recognized as endorsements or policy change requests. You must submit a separate written request if an endorsement or policy change (including but not limited to adding additional insureds or loss payees and/or alteration



of notice requirements for cancellation) is requested. In the event a policy change is requested, the underwriter will advise if the request is acceptable to the Company.

Should you have any questions, please feel free to contact me at 678-795-4580 or [rumen.valkanov@westchester.com](mailto:rumen.valkanov@westchester.com)

Sincerely,

Rumen Valkanov, Underwriter, Westchester

**CHUBB®**

**U.S. FOREIGN ACCOUNT  
TAX COMPLIANCE ACT (“FATCA”)**

The U.S. Foreign Account Tax Compliance Act, commonly known as “FATCA”, became the law in the U.S. in March of 2010 and becomes effective July 1, 2014. Pursuant to FATCA, brokers, producers, agents and/or clients may need to obtain withholding certificates from insurance companies. For information on how to obtain the applicable withholding certificate from Chubb U.S. insurance companies, please go to the following web site:

<http://www2.chubb.com/us-en/u-s-foreign-account-tax-compliance-act-fatca.aspx>

## NON-OWNED DISPOSAL SITE(S) LIABILITY ENDORSEMENT

Named Insured <b>Morrow County Public Entity</b>			Endorsement Number
Policy Symbol <b>CPW</b>	Policy Number	Policy Period <b>07/01/2018 to 07/01/2019</b>	Effective Date of Endorsement <b>07/01/2018</b>
Issued By (Name of Insurance Company) <b>Westchester Surplus Lines Insurance Company</b>			

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

**THIS ENDORSEMENT MODIFIES INSURANCE PROVIDED UNDER THE FOLLOWING:**

### CONTRACTOR'S POLLUTION LIABILITY COVERAGE PART

**THIS IS A CLAIMS-MADE ENDORSEMENT WHICH COVERS ONLY CLAIMS FIRST MADE AGAINST THE INSURED AND REPORTED TO THE INSURER, IN WRITING, DURING THE POLICY PERIOD.**

**PLEASE READ THIS ENDORSEMENT CAREFULLY. SOME OF THE PROVISIONS CONTAINED IN THIS ENDORSEMENT RESTRICT COVERAGE, SPECIFY WHAT IS AND IS NOT COVERED AND DESIGNATE RIGHTS AND DUTIES. LEGAL DEFENSE EXPENSES ARE SUBJECT TO AND WILL ERODE THE LIMITS OF INSURANCE AND ANY APPLICABLE DEDUCTIBLES.**

#### SCHEDULE

Limits of Insurance:	\$ 1,000,000	Each Claim
	\$ 1,000,000	Non-Owned Disposal Site Aggregate Limit (serves to reduce the General Aggregate Limit shown on the Declarations page)
Deductible:	\$ 10,000	Each Claim
Retroactive Date:	Policy Inception	

No coverage is provided under this policy for **Non-Owned Disposal Site(s)** unless this endorsement is attached as a part of the policy; coverage then applies only for the Limits of Insurance specifically listed in above SCHEDULE.

**A. For the purposes of this endorsement. CONTRACTORS POLLUTION LIABILITY COVERAGE PART. COVERAGES, A. Insuring Agreement is deleted in its entirety and replaced by the following:**

#### **COVERAGES – NON-OWNED DISPOSAL SITE LIABILITY**

##### **Insuring Agreement**

1. We will pay those sums in excess of the deductible shown in the above SCHEDULE that the insured becomes legally obligated to pay for **claim(s)** or **suit(s)** seeking damages for **bodily injury, property damage, or cleanup costs** arising from liability of the insured that results from **pollution condition(s)** on, at, under, or migrated beyond the boundaries of a **Non-Owned Disposal Site** as a result of the disposal of any material or waste by the insured provided:
  - a. Such **pollution condition(s)** first commence after the Retroactive Date listed in the above SCHEDULE, if any, and before the end of the **policy period** and any resulting **claim(s)** are reported to us in writing, during the **policy period** or any applicable Extended Reporting Period; **and**
  - b. The material or waste is from a job site where **your work** is being performed or has ever been performed; **and**

- c. The **Non-Owned Disposal Site** is not owned, operated, leased, or maintained by the **Named Insured** or any related entity; and
- d. The **Non-Owned Disposal Site** is a treatment, storage or disposal facility that:
  - i. Is currently permitted and/or licensed by the applicable federal, state, provincial, or municipal authorities; and
  - ii. Is permitted at the time the material or waste is transferred to the **Non-Owned Disposal Site** for treatment, storage or disposal; and
- e. the **Non-Owned Disposal Site** is not listed on a proposed or final federal National Priorities List or Superfund database, or any state, provincial and/or municipal equivalent of the National Priorities List or Superfund database, at or prior to the time the material or waste is transferred to the **Non-Owned Disposal Site** for treatment, storage or disposal.

We shall have the right and duty to defend the insured against any **claim** or **suit** seeking those damages. However, we shall have no duty to defend the insured against any **claim** or **suit** seeking damages for **bodily injury** or **property damage** to which this insurance does not apply.

We may, at our discretion, investigate any **loss** and settle any **claim(s)** or **suit(s)** that may result. But the amount we will pay for damages is limited as described in **C. LIMITS OF INSURANCE** below; and our right and duty to defend ends when the applicable limit of insurance has been exhausted in the payment of judgments, settlements or supplementary payments under all attached Coverage Parts and all Supplementary Payments which reduce the Limit of Insurance.

In the event a **loss** continues to take place during multiple policy periods for policies issued by us, all **bodily injury** and **property damage** arising out of such **loss** will be deemed to take place during the earliest period during which the **loss** commenced.

- B. For the purposes of this endorsement, **CONTRACTORS POLLUTION LIABILITY COVERAGE PART, COVERAGES, Exclusions, Non-Owned Disposal Sites** is deleted in its entirety and replaced by the following:

**Bodily injury** or **property damage** arising out of **pollution conditions** on, at, under or migrated from a **Non-Owned Disposal Site**. This exclusion does not apply to **Non-Owned Disposal Site(s)** described above in **COVERAGES, NON-OWNED DISPOSAL SITE LIABILITY, Insuring Agreement**.

- C. For the purposes of this endorsement, **CONTRACTORS POLLUTION LIABILITY COVERAGE PART, LIMITS OF INSURANCE** is amended to include the following:

The Each Claim Limit shown in the SCHEDULE set forth above is the most we will pay for the sum of all damages because of a **loss** arising out of any one **claim(s)** or **suit(s)** under this endorsement. The most we will pay with respect to any **pollution condition** that continues during the policy periods of more than one Non-Owned Disposal Site Liability Coverage Part is the Each Claim Limit shown in the SCHEDULE set forth above applicable to the first policy period during which the **pollution condition** commenced. The Contractors Pollution Liability Limit shown in the Declarations is amended to include damages and Supplementary Payments under the Non-Owned Disposal Site Liability Coverage Part.

The Non-Owned Disposal Site Aggregate Limit shown in the SCHEDULE set forth above is the most we will pay for the sum of damages under all Coverage Parts and Supplementary Payments afforded by this endorsement. The General Aggregate Limit shown in the Declarations is amended to include damages and Supplementary Payments under the Non-Owned Disposal Site Liability Coverage Part.

The deductible amount stated in the SCHEDULE set forth above is applicable to each **claim** and applies once to each **claim** and applies to defense expenses, investigation, settlement, compromise, or indemnification.

- D. For the purposes of this endorsement, **CONTRACTORS POLLUTION LIABILITY COVERAGE PART, DEFINITIONS** is amended to include the following additional **DEFINITION**:

**Non-Owned Disposal Site** means a facility or site that is used for treatment, storage or disposal of any material or waste.

- E. For the purposes of this endorsement, the following Extended Reporting Period Provisions are added:

**EXTENDED REPORTING PERIOD**

In the event that the coverage provided by this endorsement is deleted or the policy is cancelled or non-renewed by the insured or the Company, for any reason, except for non-payment of premium or non-payment of deductible amounts, the following shall apply:

**A. Automatic Extended Reporting Period**

1. The Insurer shall provide the insured at no additional premium an Automatic Extended Reporting Period of sixty (60) days for any **claim(s)** first made against the **insured** during this automatic extended reporting period provided:
  - a. The **claim(s)** arises out of a **pollution condition(s)** to which this insurance applies; and
  - b. The **pollution condition(s)** commences on or after the Retroactive Date shown in the Declarations and before the expiration or cancellation date of the Policy; and
  - c. The **claim(s)** is reported in writing to the Insurer within sixty (60) days immediately following the expiration or cancellation date of the Policy.
2. The Automatic Extended Reporting Period shall become effective on the expiration or cancellation date of the Policy.
3. The Automatic Extended Reporting Period shall not reinstate or increase the Limits of Insurance, nor shall it extend the **policy period** or change the scope of the coverage provided.
4. The Automatic Extended Reporting Period shall not be provided if the insured has purchased other insurance to replace the coverage provided under this Policy.

**B. Optional Extended Reporting Period**

1. The **Named Insured**, upon payment of a maximum additional premium of 200% of the annual policy premium, shall be entitled to purchase an Optional Extended Reporting Period of thirty-four (34) months for any **claim(s)** first made against the **insured** during this optional extended reporting period or the automatic extended reporting period provided:
  - a. The **claim(s)** arises out of a **pollution condition(s)** to which this insurance applies; and
  - b. The **pollution condition(s)** commences on or after the Retroactive Date shown in the Declarations and before the expiration or cancellation date of the Policy; and
  - c. The **claim(s)** is reported in writing to the Insurer within 36 months immediately following the expiration or cancellation date of the Policy.
2. A written request for the Optional Extended Reporting Period must be received by the Insurer within thirty (30) days immediately following the expiration or cancellation date of the Policy.

3. Upon payment of the additional premium, the Optional Extended Reporting Period may not be cancelled and no return premiums will be provided.
4. The Optional Extended Reporting Period shall become effective on the expiration date of the Automatic Extended Reporting Period.
5. The Optional Extended Reporting Period shall not reinstate or increase the Limits of Insurance, nor shall it extend the **policy period** or change the scope of the coverage provided.

All other terms and conditions remain the same.

Named Insured <b>Morrow County Public Entity</b>			Endorsement Number
Policy Symbol <b>CPW</b>	Policy Number	Policy Period <b>07/01/2018 to 07/01/2019</b>	Effective Date of Endorsement <b>07/01/2018</b>
Issued By (Name of Insurance Company) <b>Westchester Surplus Lines Insurance Company</b>			

Insert the policy number. The remainder of the information is to be completed only when this endorsement is issued subsequent to the preparation of the policy.

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

**ADDITIONAL INSURED ENDORSEMENT  
OWNERS, LESSEES OR CONTRACTORS – SCHEDULED PERSON OR ORGANIZATION**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE  
CONTRACTOR'S POLLUTION LIABILITY COVERAGE

**SCHEDULE:**

**Name of Person or Organization:**

Any person or organization that is an owner of real property or personal property on which you are performing operations, or a contractor on whose behalf you are performing operations, and only at the specific written request of such person or organization to you, wherein such request is made prior to commencement of operations.

(If no entry appears above, information required to complete this endorsement will be shown in the Declarations as applicable to this endorsement.)

**A. SECTION II - WHO IS AN INSURED** is amended to include as an insured the person or organization shown in the Schedule, but only with respect to liability arising out of your ongoing operations performed for that insured.

**B.** With respect to the insurance afforded to these additional insureds, the following exclusion is added:

**2. Exclusions**

This insurance does not apply to **bodily injury** or **property damage** occurring after:

- (1) All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the site of the covered operations has been completed; or
- (2) That portion of **your work** out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

Named Insured <b>Morrow County Public Entity</b>			Endorsement Number
Policy Symbol <b>CPW</b>	Policy Number	Policy Period <b>07/01/2018 to 07/01/2019</b>	Effective Date of Endorsement <b>07/01/2018</b>
Issued By (Name of Insurance Company) <b>Westchester Surplus Lines Insurance Company</b>			

Insert the policy number. The remainder of the information is to be completed only when this endorsement is issued subsequent to the preparation of the policy.

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

**ADDITIONAL INSURED ENDORSEMENT - OWNERS, LESSEES OR CONTRACTORS  
(PRIMARY AND NON-CONTRIBUTORY)**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE  
CONTRACTOR'S POLLUTION LIABILITY COVERAGE

**SCHEDULE:**

Name of Person or Organization:

Any person or organization that is an owner of real property or personal property on which you are performing operations, or a contractor on whose behalf you are performing operations, and only at the specific written request of such person or organization to you, wherein such request is made prior to commencement of operations.

(If no entry appears above, information required to complete this endorsement will be shown in the Declarations as applicable to this endorsement.)

**SECTION II - WHO IS AN INSURED** is amended to include:

- A. **SECTION II - WHO IS AN INSURED** is amended to include as an insured the person or organization shown in the Schedule, but only with respect to liability arising out of your ongoing operations performed for that insured.
- B. With respect to the insurance afforded to these additional insureds, the following exclusion is added:

**2. Exclusions**

This insurance does not apply to **bodily injury** or **property damage** occurring after:

- (1) All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the site of the covered operations has been completed; or
- (2) That portion of **your work** out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

- C. The coverage provided hereunder shall be primary and not contributing with any other insurance available to those designated above under any other third party liability policy.



Named Insured <b>Morrow County Public Entity</b>			Endorsement Number
Policy Symbol <b>CPW</b>	Policy Number	Policy Period <b>07/01/2018 to 07/01/2019</b>	Effective Date of Endorsement <b>07/01/2018</b>
Issued By (Name of Insurance Company) <b>Westchester Surplus Lines Insurance Company</b>			

Insert the policy number. The remainder of the information is to be completed only when this endorsement is issued subsequent to the preparation of the policy.

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

**SEPARATE DEFENSE LIMIT ENDORSEMENT - CONTRACTOR'S POLLUTION LIABILITY**

This endorsement modifies insurance provided under the following:

CONTRACTORS POLLUTION LIABILITY COVERAGE PART

**SECTION I - COVERAGES, C. Supplementary Payments** is deleted in its entirety and replaced by the following:

**C. Supplementary Payments**

We will pay, with respect to any **claim(s)** we investigate or settle, or any **suit(s)** against an insured we defend:

1. All expenses we incur.
2. All premiums on appeal bonds or bonds to release attachments, but only for bond amounts within the applicable Limit of Insurance. The company does not have the obligation to apply for or furnish these bonds.
3. All reasonable expense(s) incurred by the insured at our request to assist us in the investigation or defense of the **claim(s)** or **suit(s)**, including actual loss of earnings up to \$250 per day because of time off from work.
4. All costs taxed against the insured in the **suit(s)**.
5. Prejudgment interest awarded against the insured on that part of the judgment we pay. If we make an offer to pay the applicable Limit of Insurance, we will not pay any prejudgment interest based on that period of time after the offer.
6. All interest on the full amount of any judgment that accrues after entry of the judgment and before we have paid, offered to pay, or deposited in court the part of the judgment that is within the applicable Limit of Insurance.

These payments will not reduce the Limits of Insurance shown in the Declarations until we have paid \$1,000,000 in total Supplementary Payments, after which these payments will reduce the Limits of Insurance shown in the Declarations

Named Insured <b>Morrow County Public Entity</b>			Endorsement Number
Policy Symbol <b>CPW</b>	Policy Number	Policy Period <b>07/01/2018 to 07/01/2019</b>	Effective Date of Endorsement <b>07/01/2018</b>
Issued By (Name of Insurance Company) <b>Westchester Surplus Lines Insurance Company</b>			

Insert the policy number. The remainder of the information is to be completed only when this endorsement is issued subsequent to the preparation of the policy.

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

**WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US**

This endorsement modifies insurance provided under the following:

**COMMERCIAL GENERAL LIABILITY COVERAGE PART  
CONTRACTORS POLLUTION LIABILITY COVERAGE PART**

**SCHEDULE**

Name of Person or Organization:

Any person or organization that is an owner of real property or personal property on which you are performing operations, or a contractor on whose behalf you are performing operations, and only at the specific written request of such person or organization to you, wherein such request is made prior to commencement of operations.

(If no entry appears above, information required to complete this endorsement will be shown in the Declarations as applicable to this endorsement.)

The **TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US Condition** is amended by the addition of the following:

We waive any right of recovery we may have against the person or organization shown in the Schedule above because of payments we make for injury or damage arising out of your ongoing operations or **your work** done under a contract with that person or organization and included in the **products-completed operations hazard**. This waiver applies only to the person or organization shown in the Schedule above.

All other terms and conditions remain the same

**TRANSPORTATION POLLUTION LIABILITY COVERAGE ENDORSEMENT**

Named Insured <b>Morrow County Public Entity</b>			Endorsement Number
Policy Symbol <b>CPW</b>	Policy Number	Policy Period <b>07/01/2018 to 07/01/2019</b>	Effective Date of Endorsement <b>07/01/2018</b>
Issued By (Name of Insurance Company) <b>Westchester Surplus Lines Insurance Company</b>			

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

**THIS ENDORSEMENT MODIFIES INSURANCE PROVIDED UNDER THE FOLLOWING:**

**CONTRACTORS POLLUTION LIABILITY COVERAGE PART**

**COVERAGES - CONTRACTORS POLLUTION LIABILITY, Section B., Exclusions, 16. Vehicles** is deleted in its entirety and replaced with the following:

**16. Vehicles**

**Bodily injury or property damage** arising from the use, maintenance, entrustment to others, or operation of any **auto**, aircraft, watercraft or other conveyance. However, this exclusion does not apply to:

- a. **Bodily injury or property damage** resulting from a **pollution condition** that commences during the transportation of **your product** by a **carrier**; or
- b. **Bodily injury or property damage** resulting from a **pollution condition** arising out of the ownership, maintenance or use of any **autos** or watercraft used in the operations performed by or on behalf of the insured.

With respect to item **b.** above, the following Limits of Insurance apply:

<b>Limits of Insurance:</b>	\$ 1,000,000	Each Occurrence
	\$ 1,000,000	Transportation Pollution Aggregate Limit (serves to reduce the General Aggregate shown on the Declarations page)

The Limits of Insurance are subject to the terms and conditions of the **LIMITS OF INSURANCE** section of the policy to which this endorsement is attached

All other terms and conditions remain the same

**GLOBAL PROGRAM SOLUTIONS AMENDATORY (Foreign Indemnity) ENDORSEMENT**

Named Insured Morrow County Public Entity			Endorsement Number
Policy Symbol CPW	Policy Number	Policy Period 07/01/2018 to 07/01/2019	Effective Date of Endorsement 07/01/2018
Issued By (Name of Insurance Company) Westchester Surplus Lines Insurance Company			

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

**THIS ENDORSEMENT MODIFIES INSURANCE PROVIDED UNDER THE FOLLOWING:**

- COMMERCIAL GENERAL LIABILITY COVERAGE PART**
- CONTRACTOR'S POLLUTION LIABILITY COVERAGE PART**
- PROFESSIONAL LIABILITY COVERAGE PART**
- THIRD-PARTY PREMISES POLLUTION LIABILITY COVERAGE PART**
- ONSITE CLEANUP PREMISES POLLUTION LIABILITY COVERAGE PART**
- SUDDEN AND ACCIDENTAL PREMISES POLLUTION LIABILITY COVERAGE PART**
- PRODUCTS POLLUTION LIABILITY COVERAGE PART**

Notwithstanding anything in this policy that might be construed otherwise, including any definitions or provisions governing Defense and Claims Expense that discuss the geographic scope of coverage to be provided herein, the Coverage Territory of this policy shall include the following:

1. The United States of America, including its territories and possessions, and Puerto Rico;
2. International waters or airspace, but only if the injury or damage occurs in the course of travel or transportation between any of the places included in Item 1., above; and
3. All other parts of the world, except:
  - a. The People's Republic of China; and
  - b. Any of the former member states of the Union of Soviet Socialist Republics, including Armenia, Azerbaijan, Belarus, Estonia, Georgia, Kazakhstan, Kyrgyzstan, Latvia, Lithuania, Moldova, Russia, Tajikistan, Turkmenistan, Ukraine and Uzbekistan.

This policy shall not afford coverage for any risk which would otherwise be in violation of the laws of the United States of America, including, but not limited to, economic or trade sanction laws or export control laws administered by the government of the United States of America.

**I. FOREIGN COVERAGE**

When a **foreign occurrence** arising out of one or more otherwise covered exposures of the insured or **foreign entity** causes injury or damage to which this insurance applies, rather than directly pay on behalf of the insured or **foreign entity**, we shall indemnify the insured for the **foreign loss** or **foreign entity loss** caused by a **foreign occurrence** subject to the following provisions.

**II. WHO IS AN INSURED**

The **WHO IS AN INSURED** provisions of this policy and any other associated definitions or schedules are hereby amended to confirm that **foreign entities** are not insureds on whose behalf we have a direct duty to pay settlements or judgments or to whom we owe any duty to defend.

### III. DEFENSE AND SUPPLEMENTARY PAYMENTS

Rather than directly defend an insured or **foreign entity**, we shall indemnify the insured for defense costs incurred in defending a **suit** brought against it or its **foreign entity**, provided that the insured complies with Section V., **ADDITIONAL CONDITIONS**, of this Endorsement, below, and all other policy terms, conditions and limitations.

### IV. LIMITS OF INSURANCE

The insurance provided by this Endorsement is subject to all applicable limits of insurance, limits of liability, deductibles and self-insured retentions (if any) identified in the Declarations of, or elsewhere in, this policy, including any aggregate limits and sublimits (collectively "limits"). Any **foreign loss** or **foreign entity loss** for which we pay indemnity shall erode and be counted against such limits. Such limits apply on the same basis (e.g., per **occurrence**, per **claim**, in the aggregate etc.) with respect to the insureds as would apply if the **foreign occurrence** had taken place within the United States of America, including its territories and possessions, or Puerto Rico.

The applicability of limits to Supplementary Payments or **allocated loss adjustment expense** applies on the same basis (pursuant to the applicable coverage part) as would apply if the **foreign occurrence** had taken place directly with respect to an insured within the United States of America, including its territories and possessions, or Puerto Rico.

### V. ADDITIONAL CONDITIONS

The following conditions apply in addition to the conditions and limitations provided elsewhere in this policy.

#### A. Claims Made and/or Reported Coverage (to the extent applicable)

Any requirements in this policy that a **claim** be first made and/or reported, or deemed made and/or reported, during the policy period, or any discovery or extended reporting period, shall also apply to all **claims** made against a **foreign entity** for which an insured seeks indemnification. Any provisions regarding notice of circumstances which may become a **claim** pursuant to this policy shall apply to circumstances known or which reasonably should have been known by the insured.

#### B. Additional Duties of the Insured

1. With respect to a **foreign occurrence** which may result in a **claim** to which this insurance applies, the insured assumes the duty to notify us, and must notify us in accordance with the conditions in the applicable coverage part or endorsement of this policy.
2. The insured shall, when directed by us:
  - a. Retain in its own name, but, subject to any relevant retention or deductible obligations herein, a loss adjusting expert approved by us that is authorized in the jurisdiction in which the **foreign loss** or **foreign entity loss** occurred;
  - b. Where permitted by applicable law, grant us the full right to collaborate with such loss adjusting expert;
  - c. Grant us full access to any records produced by such loss adjusting expert; and
  - d. Obtain the right to control the investigation, adjustment, defense and settlement of the **foreign loss** or **foreign entity loss** using experts approved by us, including access to books, records, bills, invoices, vouchers and other information

#### C. Payment as Discharge of Liability

With respect to any **foreign loss** or **foreign entity loss**, payment to the insured shall, in all circumstances, to the extent of such payment, discharge us from any liability or alleged liability to any other person or entity, whether or not such person or entity is named as an insured pursuant to this policy.

#### D. Truthfulness and Accuracy of Information

1. The insured shall make a good faith effort to provide truthful and accurate information to us with respect to the applicable **foreign entity**, **foreign occurrence**, **claim**, **suit**, **foreign loss** or **foreign entity loss**; and
2. The insured shall not, at any time, intentionally conceal or misrepresent facts concerning any **foreign entity**; any **foreign loss**; any **foreign entity loss**; any **claim** or **suit**; or any **foreign occurrence**.

## VI. Additional Definitions

The following definitions apply to this Endorsement in addition to definitions set forth elsewhere in this policy:

### A. Allocated loss adjustment expense means any:

1. Expenses, costs and interest provided for pursuant to this policy that responds to a **loss, claim, suit** or demand; and
2. Other expenses, costs, or interest incurred in connection with the investigation, administration, adjustment, settlement or defense of any **loss, claim, suit** or demand arising pursuant to this policy that we directly allocate to a particular **claim**, whether or not a payment indemnifying the claimant(s) is made by any person or entity. Such expenses shall include: subrogation; all court costs, fees and expenses; fees for service of process; fees and expenses to attorneys for legal services; the cost of services of undercover operations and detectives; fees to obtain medical cost containment services; the cost of employing experts for the purpose of preparing maps, photographs, diagrams, or chemical or physical analysis, or for expert advice or opinion; the cost of obtaining copies of any public records; and the cost of obtaining depositions and court reporters or recorded statements.

However, **allocated loss adjustment expense** does not include:

1. The salaries of the employees of any **foreign entity** or of the insured;
2. Fees, expenses and interest for legal services not provided to or for the benefit of the insured; and
3. Amounts otherwise reimbursed to the insured or **foreign entity**.

### B. Foreign entity means any person or entity which would otherwise qualify as an insured or additional insured as defined in or identified in any coverage part, endorsement or schedule attached to this policy, but for the fact that such person or entity is domiciled or its principal place of business is located within a jurisdiction outside of the United States of America, including its territories and possessions, or Puerto Rico.

### C. Foreign loss means:

1. Damages or other amounts to which this insurance applies, that an insured has incurred or becomes legally obligated to pay within a jurisdiction outside of the United States of America, including its territories and possessions, or Puerto Rico, as the result of injury, damage, **loss**, or liability to which this insurance would apply if the **foreign occurrence** had taken place within the United States of America, including its territories and possessions, or Puerto Rico; and
2. Any reasonable and necessary expenses or costs incurred by the insured to which this insurance would apply if we defended the **claim** or **suit**,

which have not been paid, indemnified or reimbursed pursuant to any other insurance.

### D. Foreign entity loss means:

1. Damages, or other amounts to which this insurance applies, that a **foreign entity** has incurred or becomes legally obligated to pay because of injury, damage, **loss**, or liability to which this insurance would apply if the insured were directly liable for such amounts with respect to covered exposures located within the United States of America, including its territories and possessions, or Puerto Rico; and
2. Any reasonable and necessary expenses or costs incurred by a **foreign entity** to which this insurance would apply if we defended the **claim** or **suit**,

which have not been paid, indemnified or reimbursed pursuant to any other insurance.

### E. Foreign occurrence means an accident, **occurrence, pollution condition, loss, act, error** or omission (as any of these terms may be defined in the applicable coverage parts), which may result in a **foreign loss** or **foreign entity loss**.

All other terms and conditions of this policy remain unchanged.

**ADDITIONAL INSURED ENDORSEMENT – PRODUCTS-COMPLETED OPERATIONS HAZARD**

Named Insured <b>Morrow County Public Entity</b>			Endorsement Number
Policy Symbol <b>CPW</b>	Policy Number	Policy Period <b>07/01/2018 to 07/01/2019</b>	Effective Date of Endorsement <b>07/01/2018</b>
Issued By (Name of Insurance Company) <b>Westchester Surplus Lines Insurance Company</b>			

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

**THIS ENDORSEMENT MODIFIES INSURANCE PROVIDED UNDER THE FOLLOWING:**

**COMMERCIAL GENERAL LIABILITY COVERAGE PART  
CONTRACTOR'S POLLUTION LIABILITY COVERAGE PART**

**SCHEDULE**

Any person or organization that is an owner of real property or personal property on which you are performing operations, or a contractor on whose behalf you are performing operations, and only at the specific written request of such person or organization to you, wherein such request is made prior to commencement of operations.

(If no entry appears above, information required to complete this endorsement will be shown in the Declarations as applicable to this endorsement.)

**Section II – Who Is An Insured** is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for **bodily injury** or **property damage** caused, in whole or in part, by **your work** performed for that additional insured and included in the **products-completed operations hazard**.

All other terms and conditions remain the same.

**ADDITIONAL INSURED ENDORSEMENT – PRODUCTS-COMPLETED OPERATIONS HAZARD  
PRIMARY & NON-CONTRIBUTORY**

Named Insured <b>Morrow County Public Entity</b>			Endorsement Number
Policy Symbol <b>CPW</b>	Policy Number	Policy Period <b>07/01/2018 to 07/01/2019</b>	Effective Date of Endorsement <b>07/01/2018</b>
Issued By (Name of Insurance Company) <b>Westchester Surplus Lines Insurance Company</b>			

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

**THIS ENDORSEMENT MODIFIES INSURANCE PROVIDED UNDER THE FOLLOWING:**

COMMERCIAL GENERAL LIABILITY COVERAGE PART  
CONTRACTOR'S POLLUTION LIABILITY COVERAGE PART

**SCHEDULE**

Any person or organization that is an owner of real property or personal property on which you are performing operations, or a contractor on whose behalf you are performing operations, and only at the specific written request of such person or organization to you, wherein such request is made prior to commencement of operations.

(If no entry appears above, information required to complete this endorsement will be shown in the Declarations as applicable to this endorsement.)

**Section II – Who Is An Insured** is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for **bodily injury** or **property damage** caused, in whole or in part, by **your work** performed for that additional insured and included in the **products-completed operations hazard**.

Furthermore, the coverage provided hereunder shall be primary and not contributing with any other insurance available to those designated above under any other third party liability policy.

All other terms and conditions remain the same



## POLICY CHANGES ENDORSEMENT

Named Insured <b>Morrow County Public Entity</b>			Endorsement Number
Policy Symbol <b>CPW</b>	Policy Number	Policy Period <b>07/01/2018 to 07/01/2019</b>	Effective Date of Endorsement <b>07/01/2018</b>
Issued By (Name of Insurance Company) <b>Westchester Surplus Lines Insurance Company</b>			

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

**THIS ENDORSEMENT MODIFIES INSURANCE PROVIDED UNDER THE FOLLOWING:**

### CONTRACTOR'S POLLUTION LIABILITY INSURANCE POLICY (ENV-1200 (03-10))

- I. The last sentence of Section I., **COVERAGES - CONTRACTORS POLLUTION LIABILITY**, Subsection A., **Insuring Agreement**, of this policy is hereby deleted in its entirety.
- II. Section III., **LIMITS OF INSURANCE**, of this policy is hereby deleted in its entirety and replaced with the following:
  - A. Subject to the Paragraph C., below, the Each Pollution Condition Limit shown in the Declarations is the most we will pay for: **1) the sum of all damages because of loss; 2) emergency response expense and 3) Supplementary Payments**, arising out of the same, continuous, repeated, or related **pollution condition** under this policy. The most we will pay with respect to any **pollution condition** that continues during successive policy periods of more than one occurrence-based Contractors Pollution Liability coverage issued by the Insurer or an affiliate is the Each Pollution Condition Limit shown in the Declarations applicable to the first policy period during which the **pollution condition** commenced.
  - B. Indivisible, progressive **bodily injury or property damage** over multiple policy periods caused by the same, continuous, repeated or related **pollution condition** shall be deemed to have occurred only in the policy period of the date of the first exposure to the **pollution condition**. If the Insurer or an affiliate has issued occurrence-based Contractors Pollution Liability coverage to the insured over successive policy periods, and, if the date of such first exposure cannot be conclusively determined, but the indivisible, progressive **bodily injury or property damage** continues to exist during the Insurer's successive periods of coverage, the **bodily injury or property damage** shall be deemed to have occurred only on the effective date of the first, relevant contractors pollution coverage issued by the Insurer.
  - C. The General Aggregate Limit shown in the Declarations will be the most we will pay pursuant under all Coverage Parts of this policy, including payments damages, **emergency response expense** and Supplementary Payments afforded by this policy.
  - D. The Limits of Insurance apply to the policy period shown in the Declarations or as amended by endorsement.
  - E. The deductible amount stated on the Declarations is applicable to each **pollution condition or emergency response expense**. The deductible amount applies once to each **pollution condition or emergency response expense** and applies to defense expenses, investigation, settlement, compromise, or indemnification
  - F. We, at our sole election and option, may either:
    1. Pay any part of the deductible amount to effect settlement or expense of any **claim**, and upon notification of the action taken, you shall promptly reimburse us for such part of the deductible amount that has been paid by us: or
    2. Simultaneously upon receipt of notice of any **claim** or at any time thereafter, call upon you to pay or deposit with us all or any part of the deductible amount, to be held and applied by us at our sole discretion

- G.** If a **claim** has not entered into litigation, and we and the **Named Insured** mutually agree to **mediation** as a means to settle a **claim** made against the insured, and if such **claim** is settled as a direct result of and during the **mediation**, the deductible stated in the Declarations or applicable endorsement(s) shall be waived up to a maximum of \$25,000. When this occurs, we will reimburse the **Named Insured** as soon as practical for any qualifying deductible amount which was already paid by the **Named Insured** prior to the **mediation**.

All other terms and conditions remain the same.

## DISCLOSURE PURSUANT TO TERRORISM RISK INSURANCE ACT

Named Insured Morrow County Public Entity			Endorsement Number
Policy Symbol CPW	Policy Number	Policy Period 07/01/2018 to 07/01/2019	Effective Date of Endorsement 07/01/2018
Issued By (Name of Insurance Company) Westchester Surplus Lines Insurance Company			

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

### Disclosure Of Premium

In accordance with the federal Terrorism Risk Insurance Act, we are required to provide you with a notice disclosing the portion of your premium, if any, attributable to coverage for terrorist acts certified under the Terrorism Risk Insurance Act. The portion of your premium attributable to such coverage is shown in this endorsement or in the policy Declarations.

### Disclosure Of Federal Participation In Payment Of Terrorism Losses

The United States Government, Department of the Treasury, will pay a share of terrorism losses insured under the federal program. The federal share equals 85% for year 2015, 84% beginning on January 2016; 83% beginning on January 1 2017, 82% beginning on January 1, 2018; 81% beginning on January 1, 2019 and 80% beginning on January 1, 2020 of that portion of the amount of such insured losses that exceeds the applicable insurer retention. However, if aggregate insured losses attributable to terrorist acts certified under the Terrorism Risk Insurance Act exceed \$100 billion in a calendar year , the Treasury shall not make any payment for any portion of the amount of such losses that exceeds \$100 billion

### Cap On Insurer Participation In Payment Of Terrorism Losses

If aggregate insured losses attributable to terrorist acts certified under the Terrorism Risk Insurance Act exceed \$100 billion in a calendar year and we have met our insurer deductible under the Terrorism Risk Insurance Act, we shall not be liable for the payment of any portion of the amount of such losses that exceeds \$100 billion, and in such case insured losses up to that amount are subject to pro rata allocation in accordance with procedures established by the Secretary of the Treasury.

Terrorism Risk Insurance Act premium: \$250 .

---

Authorized Representative



## Inter-Pacific Insurance Brokers, Inc.

### SURPLUS LINE BROKERS

P.O. Box 336, Kingsburg, CA 93631

Telephone No. (559) 634-1400 – Fax No. (559) 634-7191

Surplus Lines License #0609766

Quote # Q0645

**DATE:** May 18, 2018

**TO:** Wheatland Insurance Center

**FAX NUMBER:** **E-Mail:** awedding@wici.net

**ATTN:** Anna Wedding

We are pleased to confirm our quotation as follows:

**NAME OF RISK:** Morrow County Public Entity

**COVERAGE:** Commercial General Liability 1993 ISO Claims Made Policy Form

<b>LIABILITY LIMITS:</b>	\$	2000000	Commercial General Liability Aggregate	
	\$	1,000,000	Products/Completed Operations	
	\$	1,000,000	Personal & Advertising Injury	
	\$	1,000,000	Each Occurrence	
	\$	50,000	Fire Legal	
	\$	5,000	Medical	
<b>DEDUCTIBLE:</b>	\$	2,500	Property Damage – Per Occurrence	
	\$	2,500	Bodily Injury – Per Occurrence	
			Including Loss Adjustment Expense	
<b>PREMIUM:</b>	\$	1,861	<b>DEDUCTIBLE OPTIONS: BASE OF \$1,861</b>	
<b>STATE TAX:</b>	\$	42.22	\$ 5,000 Deductible Credit	\$121
<b>FIRE MARSHAL TAX</b>	\$	6.33		
<b>SLSC:</b>	\$	15.00	\$ 7,500 Deductible Credit	\$161
<b>BROKER FEE:</b>	\$	250.00	\$ 10,000 Deductible Credit	\$201
<b>TOTAL COST:</b>	\$	2,174.55		

**COMMISSION:** 10%

**TERMS/CONDITIONS:**

- General Liability Policy Form 1993 ISO Claims Made – with 60 day reporting period
- 12 Month reporting period available for 125% of premium.
- Includes Pesticide/Herbicide Endorsement for Ground Operations Only (Care Custody & Control Coverage)
- 25% Fully Earned at Binding (NO Flat Cancellations)
- No year end final audit
- Mold Exclusion
- Prior Acts, On-Going, Pending Litigation Exclusion
- Terrorism & War Exclusion



- Any and all operations with cannabis are excluded

**ADDITIONAL COVERAGE ITEMS INCLUDED:**

- Transit Liability (Auto Hazard) – Blanket Form for ALL OWNED vehicles
- This coverage covers the cost to clean up a chemical spill while transporting material, which is a result of a collision and/or overturn of vehicle. Coverage for the defense and/or settlement for bodily injury and/or property damage that may result from the spill is included.
- 
- 

**ADDITIONAL COVERAGE ITEMS AVAILABLE**

(TO ADD ANY OF THESE COVERAGE ITEMS PLEASE SUBMIT A WRITTEN REQUEST):

- Employee Benefits Liability
- Professional Liability for the Licensed Pest Control Advisor
- Limited Job Site Pollution Clean-up: Annual Benefit \$50,000 w/\$2,500 Deductible Per Occurrence – This is coverage for the cost to clean up an accidental spill at a storage site.
  - A. This coverage does not apply to accidental spills that occur while in the process of application – this exposure is covered under the “Pesticide/Herbicide Endorsement”
  - B. This coverage does not apply to clean up costs that are due to a spill while transporting material – this exposure is covered under the “Transit (Auto Hazard) Liability”
  - C. This coverage does not apply to clean up costs due to a number of mini spills.
- Transit Liability (Auto Hazard) – Scheduled Vehicles (Less than five vehicles – we will need the year make and vehicle identification number for each scheduled vehicle)
- This coverage covers the cost to clean up a chemical spill while transporting material, which is a result of a collision and/or overturn of vehicle. Coverage for the defense and/or settlement for bodily injury and/or property damage that may result from the spill is included.
- Waiver of Subrogation
- Blanket Additional Insured Endorsement – Company Form or Form CG2010 10/93 Cost \$250 plus tax & fees (NOTE: CG2010 11/85, Primary/Non Contributory Wording, **NOW AVAILABLE**)
- PC-18 Endorsement provides coverage for the “theft of non-owned chemicals” while in the insured’s care custody & control. Maximum limit \$25,000 with \$2,500 Deductible per Occurrence
- Individual Additional Insured Endorsement – Company Form or Form CG2010 10/93 Cost \$50 each plus tax & fees (NOTE: CG2010 11/85, Primary/Non Contributory Wording, **NOW AVAILABLE**)

**REMARKS:**

All other operations other than Commercial Chemical Application conducted by the County Employee are excluded.

**REQUIREMENTS TO BIND:**

- Diligent Search Form Completed/Signed
- 25% Deposit plus fees – Balance due twenty (20) days after binding
- Retro Date –5/18/2018
- In order to bind coverage, Terrorism Endorsement **MUST BE SIGNED**
- Current loss runs or no loss letter on insured’s letterhead
- Defense costs are Included within the Limit of Liability and Coverage will include any defense costs

exceeding the limit of liability by an additional \$250,000.



**COMPANY:** UNDERWRITERS @ LLOYDS - BEST RATING – 048337

“Quotation is valid for 30 days OR until the Effective Date, whichever is sooner.”

Please remit 25% down payment plus any taxes and/or fees. If premium financed, please submit a copy of premium finance agreement with down payment prior to binding. This quotation may reflect reduced coverage and/or limits from your original request or the expiring policy. This insurance is issued by a non admitted carrier. YOUR CLIENT MUST BE ADVISED.

By: Jeanette Heinrichs, CPIW  
Program Manager  
Direct Telephone Line (559) 634-7113  
Email [jheinric@vanbeurden.com](mailto:jheinric@vanbeurden.com)



**POLICYHOLDER DISCLOSURE  
NOTICE OF TERRORISM  
INSURANCE COVERAGE**

You are hereby notified that under the Terrorism Risk Insurance Act of 2002, as amended ("TRIA"), that you now have a right to purchase insurance coverage for losses arising out of acts of terrorism, **as defined in Section 102(1) of the Act, as amended:** The term "act of terrorism" means any act that is certified by the Secretary of the Treasury, in consultation with the Secretary of Homeland Security, and the Attorney General of the United States to be an act of terrorism; to be a violent act or an act that is dangerous to human life, property, or infrastructure; to have resulted in damage within the United States, or outside the United States in the case of an air carrier or vessel or the premises of a United States mission; and to have been committed by an individual or individuals, as part of an effort to coerce the civilian population of the United States or to influence the policy or affect the conduct of the United States Government by coercion. Any coverage you purchase for "acts of terrorism" shall expire at 12:00 midnight December 31, 2020, the date on which the TRIA Program is scheduled to terminate or the expiry date of the policy whichever occurs first, and shall not cover any losses or events which arise after the earlier of these dates.

YOU SHOULD KNOW THAT COVERAGE PROVIDED BY THIS POLICY FOR LOSSES CAUSED BY CERTIFIED ACTS OF TERRORISM IS PARTIALLY REIMBURSED BY THE UNITED STATES UNDER A FORMULA ESTABLISHED BY FEDERAL LAW. HOWEVER, YOUR POLICY MAY CONTAIN OTHER EXCLUSIONS WHICH MIGHT AFFECT YOUR COVERAGE, SUCH AS AN EXCLUSION FOR NUCLEAR EVENTS. UNDER THIS FORMULA, THE UNITED STATES PAYS 85% THROUGH 2015; 84% BEGINNING ON JANUARY 1, 2016; 83% BEGINNING ON JANUARY 1, 2017; 82% BEGINNING ON JANUARY 1, 2018; 81% BEGINNING ON JANUARY 1, 2019; 80% BEGINNING ON JANUARY 1, 2020; OF COVERED TERRORISM LOSSES EXCEEDING THE STATUTORILY ESTABLISHED DEDUCTIBLE PAID BY THE INSURER(S) PROVIDING THE COVERAGE. YOU SHOULD ALSO KNOW THAT THE TERRORISM RISK INSURANCE ACT, AS AMENDED, CONTAINS A \$100 BILLION CAP THAT LIMITS U.S. GOVERNMENT REIMBURSEMENT AS WELL AS INSURERS' LIABILITY FOR LOSSES RESULTING FROM CERTIFIED ACTS OF TERRORISM WHEN THE AMOUNT OF SUCH LOSSES IN ANY ONE CALENDAR YEAR EXCEEDS \$100 BILLION. IF THE AGGREGATE INSURED LOSSES FOR ALL INSURERS EXCEED \$100 BILLION, YOUR COVERAGE MAY BE REDUCED.

THE PREMIUM CHARGED FOR THIS COVERAGE IS PROVIDED BELOW AND DOES NOT INCLUDE ANY CHARGES FOR THE PORTION OF LOSS COVERED BY THE FEDERAL GOVERNMENT UNDER THE ACT.

	I hereby elect to purchase coverage for acts of terrorism for a prospective premium of \$93
	I hereby elect to have coverage for acts of terrorism excluded from my policy. I understand that I will have no coverage for losses arising from acts of terrorism.

\_\_\_\_\_  
Policyholder/Applicant's Signature

\_\_\_\_\_  
Insurance Company

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Policy Number

\_\_\_\_\_  
Date

12 January 2015  
LMA 9104

**DILIGENT SEARCH STATEMENT**

To: Insurance Commissioner, State of Oregon

Insured Name: \_\_\_\_\_

Policy Number: \_\_\_\_\_

Policy Inception Date: \_\_\_\_\_


Policy Expiration Date: \_\_\_\_\_

Type of Coverage Provided: \_\_\_\_\_

I have determined that, as per the definition as stated in the federal *Nonadmitted and Reinsurance Reform Act of 2010 Sec. 527*, Oregon is the "home state" for this policy. (A copy of the federal *Nonadmitted and Reinsurance Reform Act of 2010* can be viewed online at [www.OregonSLA.org](http://www.OregonSLA.org) under "Publications").

The Insured was expressly advised prior to placement of this insurance in the **SURPLUS LINE MARKET** that:

- A. The Surplus Lines insurer with whom the insurance was placed is not licensed in this state and is not subject to its supervision.
- B. In the event of the insolvency of the **SURPLUS LINES** insurer, losses will not be paid by the **STATE INSURANCE GUARANTY FUND**.

 Select (check) Statement 1, Statement 2, OR Statement 3:

**Statement 1:**

I hereby certify that I have made a diligent effort to place this insurance with companies admitted to write business in Oregon for this class. I am unable to place the full amount or kind of insurance with companies admitted to transact and who are actually writing the particular kind and class of insurance in this state. I am therefore placing this insurance in the **SURPLUS LINE MARKET**.

**Statement 2:**

I have determined that the insured is currently registered with Oregon as a **Risk Purchasing Group (RPG)**, to purchase liability insurance on a group basis, and that this policy placement is exempt from the Diligent Search requirement.

**Statement 3:**

I have determined that, as per the definition as stated in the *Nonadmitted and Reinsurance Reform Act of 2010 Sec. 527*, this insured is an **exempt commercial purchaser**, that the requirements as set forth in the federal *Nonadmitted and Reinsurance Reform Act of 2010 Sec. 525* have been complied with, and that this policy placement is exempt from the Diligent Search requirement. (A copy of the federal *Nonadmitted and Reinsurance Reform Act of 2010* can be viewed online at [www.OregonSLA.org](http://www.OregonSLA.org) under "Publications").

Printed Name of Producing Agent \_\_\_\_\_

Signature of Producing Agent \_\_\_\_\_

Printed Name of Agency \_\_\_\_\_

Date Signed \_\_\_\_\_





## Inter-Pacific Insurance Brokers, Inc.

### SURPLUS LINE BROKERS

P.O. Box 336, Kingsburg, CA 93631

Telephone No. (559) 634-1400 – Fax No. (559) 634-7191

Surplus Lines License #0609766

Quote # Q0645

**DATE:** May 18, 2018

**TO:** Wheatland Insurance Center

**FAX NUMBER:** **E-Mail:** awedding@wici.net

**ATTN:** Anna Wedding

We are pleased to confirm our quotation as follows:

**NAME OF RISK:** Morrow County Public Entity

**COVERAGE:** Commercial General Liability 1993 ISO Claims Made Policy Form

<b>LIABILITY LIMITS:</b>	\$	1000000	Commercial General Liability Aggregate	
	\$	500,000	Products/Completed Operations	
	\$	500,000	Personal & Advertising Injury	
	\$	500,000	Each Occurrence	
	\$	50,000	Fire Legal	
	\$	5,000	Medical	
<b>DEDUCTIBLE:</b>	\$	2,500	Property Damage – Per Occurrence	
	\$	2,500	Bodily Injury – Per Occurrence	
			Including Loss Adjustment Expense	
<b>PREMIUM:</b>	\$	1,587		<b>DEDUCTIBLE OPTIONS: BASE OF \$1,587</b>
<b>STATE TAX:</b>	\$	36.74	\$ 5,000	Deductible Credit \$100
<b>FIRE MARSHAL TAX</b>	\$	5.51		
<b>SLSC:</b>	\$	15.00	\$ 7,500	Deductible Credit \$134
<b>BROKER FEE:</b>	\$	250.00	\$ 10,000	Deductible Credit \$167
<b>TOTAL COST:</b>	\$	1,894.25		

**COMMISSION:** 10%

**TERMS/CONDITIONS:**

- General Liability Policy Form 1993 ISO Claims Made – with 60 day reporting period
- 12 Month reporting period available for 125% of premium.
- Includes Pesticide/Herbicide Endorsement for Ground Operations Only (Care Custody & Control Coverage)
- 25% Fully Earned at Binding (NO Flat Cancellations)
- No year end final audit
- Mold Exclusion
- Prior Acts, On-Going, Pending Litigation Exclusion
- Terrorism & War Exclusion



- Any and all operations with cannabis are excluded

**ADDITIONAL COVERAGE ITEMS INCLUDED:**

- Transit Liability (Auto Hazard) – Blanket Form for ALL OWNED vehicles
- This coverage covers the cost to clean up a chemical spill while transporting material, which is a result of a collision and/or overturn of vehicle. Coverage for the defense and/or settlement for bodily injury and/or property damage that may result from the spill is included.
- 
- 

**ADDITIONAL COVERAGE ITEMS AVAILABLE**

(TO ADD ANY OF THESE COVERAGE ITEMS PLEASE SUBMIT A WRITTEN REQUEST):

- Employee Benefits Liability
- Professional Liability for the Licensed Pest Control Advisor
- Limited Job Site Pollution Clean-up: Annual Benefit \$50,000 w/\$2,500 Deductible Per Occurrence – This is coverage for the cost to clean up an accidental spill at a storage site.
  - A. This coverage does not apply to accidental spills that occur while in the process of application – this exposure is covered under the “Pesticide/Herbicide Endorsement”
  - B. This coverage does not apply to clean up costs that are due to a spill while transporting material – this exposure is covered under the “Transit (Auto Hazard) Liability”
  - C. This coverage does not apply to clean up costs due to a number of mini spills.
- Transit Liability (Auto Hazard) – Scheduled Vehicles (Less than five vehicles – we will need the year make and vehicle identification number for each scheduled vehicle)
- This coverage covers the cost to clean up a chemical spill while transporting material, which is a result of a collision and/or overturn of vehicle. Coverage for the defense and/or settlement for bodily injury and/or property damage that may result from the spill is included.
- Waiver of Subrogation
- Blanket Additional Insured Endorsement – Company Form or Form CG2010 10/93 Cost \$250 plus tax & fees (NOTE: CG2010 11/85, Primary/Non Contributory Wording, **NOW AVAILABLE**)
- PC-18 Endorsement provides coverage for the “theft of non-owned chemicals” while in the insured’s care custody & control. Maximum limit \$25,000 with \$2,500 Deductible per Occurrence
- Individual Additional Insured Endorsement – Company Form or Form CG2010 10/93 Cost \$50 each plus tax & fees (NOTE: CG2010 11/85, Primary/Non Contributory Wording, **NOW AVAILABLE**)

**REMARKS:**

All other operations other than Commercial Chemical Application conducted by the County Employee are excluded.

**REQUIREMENTS TO BIND:**

- Diligent Search Form Completed/Signed
- 25% Deposit plus fees – Balance due twenty (20) days after binding
- Retro Date –5/18/2018
- In order to bind coverage, Terrorism Endorsement **MUST BE SIGNED**
- Current loss runs or no loss letter on insured’s letterhead
- Defense costs are Included within the Limit of Liability and Coverage will include any defense costs

exceeding the limit of liability by an additional \$250,000.



COMPANY: UNDERWRITERS @ LLOYDS - BEST RATING – 048337

“Quotation is valid for 30 days OR until the Effective Date, whichever is sooner.”

Please remit 25% down payment plus any taxes and/or fees. If premium financed, please submit a copy of premium finance agreement with down payment prior to binding. This quotation may reflect reduced coverage and/or limits from your original request or the expiring policy. This insurance is issued by a non admitted carrier. YOUR CLIENT MUST BE ADVISED.

By: Jeanette Heinrichs, CPIW  
Program Manager  
Direct Telephone Line (559) 634-7113  
Email [jheinric@vanbeurden.com](mailto:jheinric@vanbeurden.com)



**POLICYHOLDER DISCLOSURE  
NOTICE OF TERRORISM  
INSURANCE COVERAGE**

You are hereby notified that under the Terrorism Risk Insurance Act of 2002, as amended ("TRIA"), that you now have a right to purchase insurance coverage for losses arising out of acts of terrorism, **as defined in Section 102(1) of the Act, as amended:** The term "act of terrorism" means any act that is certified by the Secretary of the Treasury, in consultation with the Secretary of Homeland Security, and the Attorney General of the United States to be an act of terrorism; to be a violent act or an act that is dangerous to human life, property, or infrastructure; to have resulted in damage within the United States, or outside the United States in the case of an air carrier or vessel or the premises of a United States mission; and to have been committed by an individual or individuals, as part of an effort to coerce the civilian population of the United States or to influence the policy or affect the conduct of the United States Government by coercion. Any coverage you purchase for "acts of terrorism" shall expire at 12:00 midnight December 31, 2020, the date on which the TRIA Program is scheduled to terminate or the expiry date of the policy whichever occurs first, and shall not cover any losses or events which arise after the earlier of these dates.

YOU SHOULD KNOW THAT COVERAGE PROVIDED BY THIS POLICY FOR LOSSES CAUSED BY CERTIFIED ACTS OF TERRORISM IS PARTIALLY REIMBURSED BY THE UNITED STATES UNDER A FORMULA ESTABLISHED BY FEDERAL LAW. HOWEVER, YOUR POLICY MAY CONTAIN OTHER EXCLUSIONS WHICH MIGHT AFFECT YOUR COVERAGE, SUCH AS AN EXCLUSION FOR NUCLEAR EVENTS. UNDER THIS FORMULA, THE UNITED STATES PAYS 85% THROUGH 2015; 84% BEGINNING ON JANUARY 1, 2016; 83% BEGINNING ON JANUARY 1, 2017; 82% BEGINNING ON JANUARY 1, 2018; 81% BEGINNING ON JANUARY 1, 2019; 80% BEGINNING ON JANUARY 1, 2020; OF COVERED TERRORISM LOSSES EXCEEDING THE STATUTORILY ESTABLISHED DEDUCTIBLE PAID BY THE INSURER(S) PROVIDING THE COVERAGE. YOU SHOULD ALSO KNOW THAT THE TERRORISM RISK INSURANCE ACT, AS AMENDED, CONTAINS A \$100 BILLION CAP THAT LIMITS U.S. GOVERNMENT REIMBURSEMENT AS WELL AS INSURERS' LIABILITY FOR LOSSES RESULTING FROM CERTIFIED ACTS OF TERRORISM WHEN THE AMOUNT OF SUCH LOSSES IN ANY ONE CALENDAR YEAR EXCEEDS \$100 BILLION. IF THE AGGREGATE INSURED LOSSES FOR ALL INSURERS EXCEED \$100 BILLION, YOUR COVERAGE MAY BE REDUCED.

THE PREMIUM CHARGED FOR THIS COVERAGE IS PROVIDED BELOW AND DOES NOT INCLUDE ANY CHARGES FOR THE PORTION OF LOSS COVERED BY THE FEDERAL GOVERNMENT UNDER THE ACT.

	I hereby elect to purchase coverage for acts of terrorism for a prospective premium of \$79
	I hereby elect to have coverage for acts of terrorism excluded from my policy. I understand that I will have no coverage for losses arising from acts of terrorism.

\_\_\_\_\_  
Policyholder/Applicant's Signature

\_\_\_\_\_  
Insurance Company

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Policy Number

\_\_\_\_\_  
Date

**DILIGENT SEARCH STATEMENT**

To: Insurance Commissioner, State of Oregon

Insured Name: \_\_\_\_\_

Policy Number: \_\_\_\_\_

Policy Inception Date: \_\_\_\_\_

Policy Expiration Date: \_\_\_\_\_

Type of Coverage Provided: \_\_\_\_\_

I have determined that, as per the definition as stated in the federal *Nonadmitted and Reinsurance Reform Act of 2010 Sec. 527*, Oregon is the "home state" for this policy. (A copy of the federal *Nonadmitted and Reinsurance Reform Act of 2010* can be viewed online at [www.OregonSLA.org](http://www.OregonSLA.org) under "Publications").

The Insured was expressly advised prior to placement of this insurance in the **SURPLUS LINE MARKET** that:

- A. The Surplus Lines insurer with whom the insurance was placed is not licensed in this state and is not subject to its supervision.
- B. In the event of the insolvency of the **SURPLUS LINES** insurer, losses will not be paid by the **STATE INSURANCE GUARANTY FUND**.



Select (check) Statement 1, Statement 2, OR Statement 3:

.....

**Statement 1:**

I hereby certify that I have made a diligent effort to place this insurance with companies admitted to write business in Oregon for this class. I am unable to place the full amount or kind of insurance with companies admitted to transact and who are actually writing the particular kind and class of insurance in this state. I am therefore placing this insurance in the **SURPLUS LINE MARKET**.

.....

**Statement 2:**

I have determined that the insured is currently registered with Oregon as a **Risk Purchasing Group (RPG)**, to purchase liability insurance on a group basis, and that this policy placement is exempt from the Diligent Search requirement.

.....

**Statement 3:**

I have determined that, as per the definition as stated in the *Nonadmitted and Reinsurance Reform Act of 2010 Sec. 527*, this insured is an **exempt commercial purchaser**, that the requirements as set forth in the federal *Nonadmitted and Reinsurance Reform Act of 2010 Sec. 525* have been complied with, and that this policy placement is exempt from the Diligent Search requirement. (A copy of the federal *Nonadmitted and Reinsurance Reform Act of 2010* can be viewed online at [www.OregonSLA.org](http://www.OregonSLA.org) under "Publications").

.....

Printed Name of Producing Agent \_\_\_\_\_

Signature of Producing Agent \_\_\_\_\_

Printed Name of Agency \_\_\_\_\_

Date Signed \_\_\_\_\_



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

(For BOC Use)
Item #
5e

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: 06132018

Columbia River Enterprise Zone II
Appointment of a New Enterprise Zone Manager

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 06112018 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):

As Carla McLane has resigned from the position of Enterprise Zone Manager for the Columbia River Enterprise Zone (CREZ) II, the search is underway for a replacement. Greg Sweek, previous Enterprise Zone Manager and retired Assessor, has indicated an interest in serving as the Enterprise Zone Manager. According to the Intergovernmental Agreement that governs the CREZ the first step is for each of the Sponsoring Entities to ratify the nominee prior to appointment. The Boardman City Council was scheduled to take action last Tuesday; the Port of Morrow will accomplish this task at their meeting today.

## 2. FISCAL IMPACT:

The County has, since the inception of the CREZ, supported the role of Enterprise Zone Manager by providing an email address, mailing address, and the usual and customary trappings of an employee that were used by both Greg Sweek and Carla McLane when they served as Enterprise Zone Manager. There is discussion that the County will provide Greg with these same items.

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

I move to nominate Greg Sweek as the CREZ II Enterprise Zone Manager, fulfilling the requirement of the Intergovernmental Agreement that each Sponsor Entity ratify the nomination prior to the appointment.

Attach additional background documentation as needed.





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

---

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

Attached to this Agenda Cover Sheet are an email thread, a letter from Commissioner Russell to myself and Ken Matlack, and my response to Commissioner Russell.

The questions raised by Commissioner Russell to raise the need to have a discussion around Code Enforcement philosophy.

**2. FISCAL IMPACT:**

This conversation does not have a fiscal impact. But the outcomes could have either a minimal impact or could result in significant fiscal impact.

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

Both the Planning Director and the Sheriff are probably looking for some direction - to enforce by complaint or to be more proactive in our enforcement efforts.

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

June 7, 2018

Don Russell, Chair  
Board of Commissioners  
Post Office Box 788  
Heppner, Oregon 97836

VIA Email/Board of Commissioners Agenda 06132018

RE: Use of Recreational Vehicles

Commissioner Russell,

Thank you for your letter of Friday, June 1, 2018, inquiring about the use of recreational vehicles (RVs), and more specifically the RV on property owned by Blake Philippi. Your letter prompted a conversation between the Planning Department and the Sheriff's Office on current enforcement efforts and will hopefully lead to more thorough information on code violations moving between the two departments. We have also agreed to work on two joint Press Releases in the next couple of weeks; one on the use of RVs and a second on summer fire risks.

The following language is a template used when sending letters to suspected violators of the Morrow County Zoning Ordinance relative to the use of an RV. "The use of a recreational vehicle as a dwelling is not allowed within our county if not properly permitted as a temporary use or hardship, as addressed in Morrow County Zoning Ordinance Article 7 Variances Section 7.040. The recreational vehicle must be vacated immediately unless it can be properly permitted through the Morrow County Planning Department. I have included a copy of the relevant portion of the Morrow County Zoning Ordinance for your reference and the full document can be found at <https://www.co.morrow.or.us/planning/page/zoning-ordinance>."

For your benefit the specific language found at Article 7 Section 7.040 is:

*TEMPORARY USE OF A RECREATIONAL VEHICLE. The Planning Director or their designee can authorize the following uses of a Recreational Vehicle, which are not designed for residential purposes according to standards and specifications of the Uniform Building Code which has been established to protect public health, safety and welfare. Recreational vehicles shall not be used for housing or residential purposes except:*

- 1. When the recreational vehicle is located on an individual lot or parcel during the construction of a dwelling. The Zoning Authorization for the approved dwelling must also authorize this temporary use.*
- 2. For temporary housing to accommodate visitors of the primary residence in a residential or farm use zone not to exceed 30 days in any 12 month*

- period. Property owners found in violation of this requirement will be subject to enforcement action.*
3. *For seasonal recreational (i.e. summer camping or hunting season) use by the land owner or lessee in the Forest Use Zone after obtaining a Zoning Permit and Rural Address.*

The use of an RV for a Hardship Dwelling can also be authorized and is found within Article 7 Variances Section 7.030 Special Uses. Quoting from the Section, "A medical hardship is a Special Use of a manufactured home, recreational vehicle or an existing building necessary for a relative or other designated caregiver to care for or provide custody for an elderly, mentally handicapped, or infirm person whom a medical professional certifies needs this kind of care or custody." Later in this Section it states "As a medical hardship Special Use in any zone that allows dwellings, the Commission may allow as a Special Use one manufactured home, recreational vehicle, or temporary use of an existing building complying with the standards of Section 4.110, as applicable, and providing that no additions, except approaches or handicapped ramps, to the temporary residence shall be permitted **in conjunction with a primary dwelling...**" Planning staff interpret these provisions to mean that a Hardship Dwelling can be an RV but must be sited in proximity to the primary dwelling. Additional requirements state that it shall be within 100 feet of the primary dwelling to further limit impacts and to be able to use the same septic system.

Without knowing more about the person staying in the RV in question on Mr. Philippi's property it is hard to know what options might be available. And if the person she is caring for lives within the city limits of Boardman this letter does not address those standards or requirements.

Based on your description of other potential RV violations two Planning Department staff did spend a morning doing a number of site visits in this general area and have identified and started working nearly 13 violations.

Your letter concludes with several questions. Let me attempt to address them based on current process and the direction of previous County Courts.

- ▶ **What makes it OK for one and not the other?** Planning staff strive to treat each situation equally, but it is also clear from 17 years of experience that each situation is unique. When property owners come to the Planning Department and engage in a conversation about their situation we work to get to yes, but that is not always possible.
- ▶ **Does he need to put skirting around it, or block it up, put in more permanent stairs?** No. That would lead to further enforcement.
- ▶ **We can't drive by multiple properties doing the same thing in plain sight to pick on the person being charitable to help someone in need, or can we?** In this instance there was a complaint on this specific activity. Historically direction to the Code Enforcement Deputy from the Planning Director was to take a look at the neighborhood and identify if a pattern exists. As all of the Deputy's are now handling Code Enforcement it is difficult to get this message to all of them, but we are working to improve communication and create more consistency.

Previous County Courts directed both the Planning Department and Sheriff's Office to implement Code Enforcement by complaint, and with limited scope outside of a complaint. This might be explained to mean if a violation is identified and the Deputy responding can see three

more violations from his vehicle while at the location of the violation, work those as well. But that direction was clearly to not seek out violations or violators. There have been some attempts to accomplish some limited work to address certain issues within a variety of neighborhoods. Previous Code Enforcement Officers have attempted to address issues at Hardman, along Gun Club Lane, and at West Glen - most with limited success.

There are limited resources to accomplish Code Enforcement with Planning staff probably spending upwards of 10 hours a week, more during the summer months (certainly much more since receiving your letter). I do not have any information on how much time is expended by Sheriff's Office staff, both Deputies and others. Understand this is for a program that currently is managed as a complaint driven program. To take a more proactive role the investment in staff and the necessary support could be extensive.

A discussion around code enforcement philosophy is probably overdue. Given the recent conversation between myself and the Sheriff I can say with some confidence we would both welcome the conversation.

Cordially,

A handwritten signature in cursive script, appearing to read "Carla McLane".

Carla McLane  
Planning Director

Carla McLane

Morrow County Planning Director

Ken Matlack

Morrow County Sheriff.

Carla and Ken:

Yesterday my neighbor Blake Philippi came to me with questions that I could not answer and I was hoping that one or both of you could help me.

Blake said that he was contacted by one of our Morrow County deputies and told that he was in violation of county ordinance by having a 5<sup>th</sup> wheel trailer on his property and allowing someone to live in it. This property is on Wilson Road west of Paul Smith. The Philippi family has owned this property for decades and most of the time there has been a mobile home in this spot. There is a well, septic and power. A few years ago, they removed the mobile home and allowed a friend to bring in a park model trailer and live there for a few years. He has since gone and removed the trailer. Blake allows a young lady to live there for no charge, but she must maintain the yard. This young lady works in Boardman and helps out with the care of her parents who are in poor health with cancer issues.

So here are the issues that were raised that I was hoping to get some clarity on. Blake pointed out the obvious that within a mile of this location there are multiple locations with similar RV's. What makes his stand out? Is it just because someone complained or something else? This morning I looked at the situation again and noticed that almost directly across Wilson there is a manufactured home with a 5<sup>th</sup> wheel trailer on the same property. This particular 5<sup>th</sup> wheel trailer has permanent steps and a deck around the front door. If Blake put the same in front of his 5<sup>th</sup> wheel would he be in compliance? From Blakes I drove south on Paul Smith to the Canal and noticed several RV trailers with power and water hooked up to them. I would not swear that someone is living in them but would not know why water and power is hooked up to them if someone were not. I then drove east on Kunze toward main street taking a side trip through West Glen. There is a new home under construction that has had a couple of RV's with workers living in them for maybe 6 weeks. Is there an allowance for temporary construction workers on site? The property next to the construction site had multiple RV's and looked like an RV wrecking yard. Just east is the compound where the incident was last week involving OSP SWAT as well as other agencies including Morrow County Sheriff. Do we just ignore the fact that there are multiple RV's, busses boats and sheds with residents? Is it because there is a 12' privacy fence around the property that we turn a blind eye to what goes on inside? In the drive through West Glen there were multiple properties that had RV's with water and electricity hooked up.

I don't think that Blake is asking for a special allowance, but instead would like to be treated like the rest of his neighbors. Help me answer his questions. What makes it OK for one and not the other? Does he need to put skirting around it, or block it up, put in more permanent stairs? We need to be consistent in what we do. We can't drive by multiple properties doing the same thing in plain sight to pick on the person being charitable to help someone in need, or can we?

Don Russell

Commissioner

**Carla McLane**

---

**From:** Don Russell  
**Sent:** Saturday, June 02, 2018 2:28 PM  
**To:** Kenneth Matlack  
**Cc:** Carla McLane; John Bowles  
**Subject:** Re: Ordinance

Thanks for the reply. I had a good discussion about this today with Steve Myren and he explained how it worked when he was involved. I just need to be able to give people an Informed honest answer when I can. If it's not what they want to hear I'm OK with it as long as it's honest and informed.

Sent from my iPad  
Don Russell  
Commissioner  
Morrow County  
(541) 377-2389

On Jun 2, 2018, at 10:17 AM, Kenneth Matlack <[kmatlack@co.morrow.or.us](mailto:kmatlack@co.morrow.or.us)> wrote:

All,

Yes Carla we can get together Monday and discuss Don's letter.

Don, Morrow County does not have a full time code enforcement deputy assigned to the Planning Department. We take calls as they come in or when Planning has a complaint or needs investigation on an issue or follow up from someone in Planning. Over the years, I would describe our enforcement efforts as more reactive and not proactive. We do not have a full time person assigned to assist planning. We do not have the resources to divert a deputy to primarily work and develop a more specific expertise just in planning and code issues. I agree with you that the RV issue should definitely be the same for everyone and when it becomes an issues we then assign people to address the others pointed out who are doing the same thing. There are several issues about code enforcement that continue to be problematic. Carla and I will get together and discuss several of these ASAP and then we should all get together and see what the best course of action should be.

Ken

---

**From:** Don Russell  
**Sent:** Friday, June 1, 2018 4:27 PM  
**To:** Carla McLane <[cmclane@co.morrow.or.us](mailto:cmclane@co.morrow.or.us)>; Kenneth Matlack <[kmatlack@co.morrow.or.us](mailto:kmatlack@co.morrow.or.us)>  
**Cc:** John Bowles <[jbowles@co.morrow.or.us](mailto:jbowles@co.morrow.or.us)>  
**Subject:** Fwd: Ordinance

Sheriff Matlack, Carla

When you have a chance I hope you can read the attached letter and respond

Sent from my iPad  
Don Russell  
Commissioner  
Morrow County



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

(For BOC Use)
Item #
59

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: 06132018

Port of Morrow
Vacation of Unnamed Road

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: 15 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 06112018 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):

This item was previously discussed at the May 16 Board of Commissioners meeting in Boardman. Since then County staff (Carla McLane, Matt Scrivner, Darrell Green, Mike Gorman and Justin Nelson) have further discussed the process to achieve the desired outcome. It is recommended that the Board take action to transfer the subject property to the Port of Morrow, basically reversing the outcome of the Bargain and Sale Deed transfer recorded as M-26022. The second step is to reverse the road dedication that was memorialized by Order and recorded as M-26023.

Attached for your information is the proposed Order OR-2018-7, a letter of support and explanation from Matt Scrivner, Public Works Director, and the previously recorded M-26022 and M-26023. This Agenda Cover Sheet serves as support from the Planning Director, however with the recent annexation of properties in this vicinity Morrow County does not have any land use authority; that has transferred to the City of Boardman.

The necessary Bargain and Sale Deed, or other instrument, is being drafted by County Council, Justin Nelson.

It is also recommended that any fees associated with this action be paid by the Port of Morrow. Examples include recording fees associated with the Bargain and Sale Deed or the associated Order OR-2018-7.

## 2. FISCAL IMPACT:

There is no direct fiscal impact based on this action.

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

You are taking at least two actions:

I move to approve the Bargain and Sale Deed transferring property to the Port of Morrow. All costs associated with this action are the responsibility of the Port of Morrow.

I move to approve Order OR-2018-7 reversing the dedication of the unnamed road as completed as an Order recorded as M-26023.

Attach additional background documentation as needed.



**ADOPTED BY THE MORROW COUNTY BOARD OF COMMISSIONERS THIS 20<sup>TH</sup> DAY OF JUNE 2018.**

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

---

Don Russell, Chair

---

Jim Doherty, Commissioner

---

Melissa Lindsay, Commissioner

Approve as to Form:

---

Morrow County Counsel



## PUBLIC WORKS DEPARTMENT

*Airport    General Maintenance    Road Department    Parks    Transfer Stations*

---

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

Matt Scrivner  
Public Works Director

Sandi Putman  
Management Asst.

Eric Imes  
Asst. Road Master

Kirsti Cason  
Administrative Asst.

May 5<sup>th</sup>, 2018

Carla McLane  
Morrow County Planning

Subject: Road Vacation request

Carla

We have been in discussion on a request from the Port of Morrow in regards to a "Un-Named County road" off of East Columbia Avenue near Interstate 84 exit #65 in the city limits of Boardman. During our research we have found documents M-26022 and M-26023 and some other maps provided by Mike Gorman. This road is no more than an access to a billboard near the interstate and has never been maintained by the county as it only serves the above mentioned purpose. The Port of Morrow has been issued an approach permit for a new road further East of this location for future development. That permit states that a design of construction must be approved by the County before any construction. I believe that this road should have only been an easement originally and never a county road. I don't see any benefit of this road to Morrow County and see no reason why we shouldn't move forward in transferring this to the current landowner and allow them to develop the area. I would assume that in taking ownership of this road the owner will make access to the billboard owner from the future road that is planned to be constructed.

Matt Scrivner

Morrow County Public Works Director

M-26022

STATUTORY BARGAIN AND SALE DEED

JOSEPH M. TATONE and ALICE M. TATONE, husband and wife, Grantor, conveys to MORROW COUNTY, a political subdivision of the State of Oregon, Grantee, the following described real property:

See attached Exhibit "A", expressly incorporated herein by reference, and consisting of a legal description and map.

The true and actual consideration for this conveyance is Grantee's promise to dedicate the above-described real property as a Morrow County road. In the event that the County should abandon the use of the roadway described above, or in the event that the County should vacate the roadway, the property shall revert to the Grantor, their heirs, assigns and transferees. ~~Further, in the event that Grantee should temporarily close the roadway to the public, the Grantor and their heirs, assigns and/or transferees shall have a right of access to and across the above described property.~~

*Handwritten notes:*  
} deed  
} received

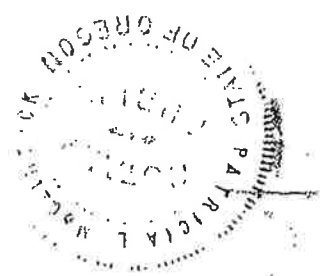
Tax considerations are inapplicable, as this property is being conveyed for roadway purposes.

DONE AND DATED THIS 18<sup>th</sup> DAY OF December, 1985.

Sworn and subscribed before me this 18<sup>th</sup> day of December, 1985, by the alongside-named JOSEPH M. TATONE and ALICE M. TATONE, who did acknowledge this to be their voluntary act and deed.

*Joseph M. Tatone*  
JOSEPH M. TATONE  
*Alice M. Tatone*  
ALICE M. TATONE

*Patricia L. Mellintock*  
Notary Public of Oregon  
My commission expires: 11-18-88



ACCEPTANCE

Under the authority of ORS 368.096, and because it is in the public interest to do so, the County of Morrow, by and through its duly-elected County Court does hereby accept the foregoing STATUTORY BARGAIN AND SALE DEED, as being in the public interest and in the best interest of Morrow County

SO ACCEPTED THIS 23<sup>rd</sup> DAY OF December, 1985.

ATTEST:

*Barbara Blodsworth*  
County Clerk

*Ronald C. McElroy*  
County Judge  
*Kevin E. Brown*  
County Commissioner  
*John W. [Signature]*  
County Commissioner

EXHIBIT "A" p.1

A strip of land, variable in width, in Section 10, Township 4 North, Range 25 East, W.M., County of Morrow, State of Oregon and being more particularly described as follows:

Commencing at the East quarter corner of said section 10; thence South 1°09'00" East along the East line of said Section 10 a distance of 566.59 feet; thence South 88°01'00" West 15.00 feet to Station 14+75.54 feet and the true point of beginning for this description; Thence North 1°09'00" West 460.00 feet to Station 19+35.54 and point of curvature; thence along the arc of a 100.00 foot radius curve to the left (through a central angle of 98°00'00") a distance of 171.04 feet to Station 21+06.58 and point of tangency; thence South 80°01'00" West 515.00 feet to Station 26+21.58 and point of curvature; thence along the arc of a 50.00 foot radius curve to the right (through a central angle of 78°03'00") a distance of 68.11 feet to Station 26+89.69 and point of tangency; thence North 21°56'00" West to the centerline of Columbia Boulevard.

The widths in feet of the strip of land above referred to are as follows:

<u>STATION</u>	<u>TO</u>	<u>STATION</u>	<u>WIDTH ON LEFT SIDE OF CENTER LINE</u>
14+75.54		22+00.00	30.00
22+00.00		Columbia Blvd.	45.00
			<u>WIDTH ON RIGHT SIDE OF CENTER LINE</u>
14+75.54		19+35.54	15.00
19+35.54		21+50.00	30.00
21+50.00		24+00.00	50.00
24+00.00		Projected N. 1°09'00" West to Columbia Blvd.	

**KRUMBEIN ENGINEERING LTD.**  
 ENGINEERS - SURVEYORS - PLANNERS  
 361 S.E. Second Pendleton, Oregon

Scale	1" = 100'	Drn. By	MLO	Drng. No.	85-57C	Revision 1
Date	10-22-85	Ckd. By	DHM	Job No.	85-139	Revision 2

Survey for

MORROW COUNTY

Sec. 10, T4N, R25E, N1M,  
 County Road on Tolere Property

E 1/4  
 Sec. 10

BOTTLEVAARD

COLUMBIA

Sta. 21+50

Sta. 21+06.58

Sta. 22+00

Sta. 19+35.54

Sta. 24+00

Sta. 20+21.58

Sta. 14+75.54

51°09'00" E  
 566.59

15.00  
 S 88°01'00" W

462.00

30

50

50

40

515.00

EXHIBIT "A" P. 2

- denotes 60" x 30" iron pin with aluminum cap stamped PL8 933
- denotes 1/2" aluminum cap
- ▼ denotes 1/2" x 8" iron pin

**Indexed**

STATE OF OREGON }  
County of Morrow } ss. **133912**

I hereby certify that the within instrument was received for record.

on 12-24-85 at 10:50 Am

and assigned **No. 26022**

in the Microfilm Records of said county

Witness My Hand and Seal of County Affixed

Barbara Bloodsworth  
County Clerk

By *Donald H. Rietmann*  
Deputy



M-26023

IN THE COUNTY COURT OF THE STATE OF OREGON  
FOR MORROW COUNTY

In the Matter of Dedication  
of a County Road

ORDER

This matter having come before the Court at its regularly-scheduled meeting of \_\_\_\_\_ and a quorum having been present, the County Court does hereby make the following findings, and does issue the following ORDER:

- 1) That the County has previously accepted from Joseph M. Tatone and Alice M. Tatone a parcel of real property, which was accepted and given for roadway purposes (a copy of which deed is attached hereto as Exhibit "A");
- 2) That dedication of the property shown in Exhibit "A" will materially aid the County in resolving a legal dispute among itself, Umatilla Raedy-Mix and the State of Oregon, the subject of which is roadway access;
- 3) That dedication of property as a county road is properly a matter of county concern, pursuant to ORS 368.016;
- 4) That acquisition and initiation of the subject property as a county road is done on the Court's own motion, pursuant to ORS 368.073(1) and ORS 368.096(1)(a);
- 5) That the subject property has been properly surveyed and monumented by David Krumbein, County Surveyor, and that proper record has been made in the Surveyor's Office, pursuant to ORS 368.106;
- 6) That the subject property properly complies with the standards and specifications of the Department of Transportation for road construction, as required by ORS 368.036;
- 7) That the County Clerk is hereby requested to record this dedication in the deed records of Morrow County, pursuant to ORS 368.106

THEREFORE, it is hereby ORDERED that the road described by the attached Exhibit "A" is hereby dedicated as a County Road of Morrow County and shall be officially included in the road system of Morrow County. Said road shall be immediately considered open and shall be subject to maintenance as a County road from this day forward.

SO ORDERED THIS 23 DAY OF September, 1985.

ATTEST:

*Barbara Bloodsworth*  
County Clerk

*Samuel C. McLaughlin*  
County Judge

*James E. Rough*  
County Commissioner

*[Signature]*  
County Commissioner

STATUTORY BARGAIN AND SALE DEED

JOSEPH M. TATONE and ALICE M. TATONE, husband and wife, Grantor, conveys to MORROW COUNTY, a political subdivision of the State of Oregon, Grantee, the following described real property:

See attached Exhibit "A", expressly incorporated herein by reference, and consisting of a legal description and map.

The true and actual consideration for this conveyance is Grantee's promise to dedicate the above-described real property as a Morrow County road. In the event that the County should abandon the use of the roadway described above, or in the event that the County should vacate the roadway, the property shall revert to the Grantor, their heirs, assigns and transferees. ~~Further, in the event that Grantee should temporarily close the roadway to the public, the Grantor and their heirs, assigns and/or transferees shall have a right of access to and across the above described property.~~

*Handwritten:* } Filed  
REC'D

Tax considerations are inapplicable, as this property is being conveyed for roadway purposes.

DONE AND DATED THIS 18<sup>th</sup> DAY OF December, 1985.

Sworn and subscribed before me this 18<sup>th</sup> day of December, 1985, by the alongside-named JOSEPH M. TATONE and ALICE M. TATONE, who did acknowledge this to be their voluntary act and deed.

*Handwritten signature of Joseph M. Tatone*  
JOSEPH M. TATONE

*Handwritten signature of Alice M. Tatone*  
ALICE M. TATONE

*Handwritten signature of Patricia L. Mellintock*  
Notary Public of Oregon  
My commission expires: 11-18-88

ACCEPTANCE

Under the authority of ORS 368.096, and because it is in the public interest to do so, the County of Morrow, by and through its duly-elected County Court does hereby accept the foregoing STATUTORY BARGAIN AND SALE DEED, as being in the public interest and in the best interest of Morrow County

SO ACCEPTED THIS 23<sup>rd</sup> DAY OF December, 1985.

ATTEST:

*Handwritten signature of Ronald C. McElroy*  
County Judge

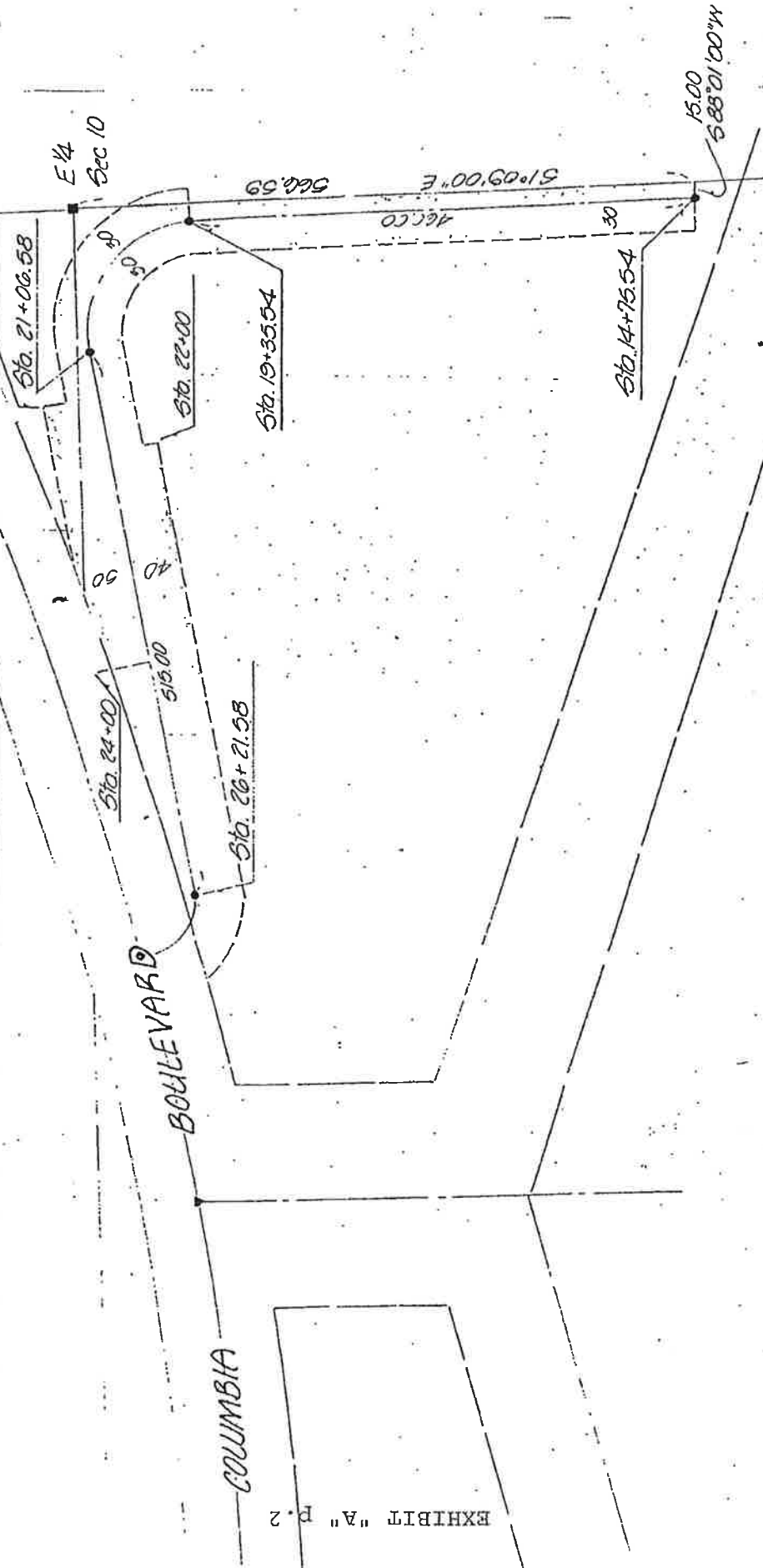
*Handwritten signature of Green E. Brown*  
County Commissioner

*Handwritten signature of J. W. [unclear]*  
County Commissioner

*Handwritten signature of Barbara Bloodworth*  
County Clerk



<b>KRUMBEIN ENGINEERING LTD.</b> ENGINEERS - SURVEYORS - PLANNERS 361 S.E. Second Pendleton, Oregon	Scale	1" = 100'	Drn. By	MLO	Drng. No.	85-57C	Revision 1
	Date	10-22-85	Chk. By	DHT	Job No.	85-133	Revision 2
Survey for <b>MORROW COUNTY</b> Sec. 10, T4N, R25E, W1M. County Road on Tolsons Property							



- denotes 3/16" x 30" iron pin with aluminum cap stamped PLS 933
- ◻ denotes 1/4" aluminum cap
- ▼ denotes 1/4" x 1/8" iron pin

EXHIBIT "A" P. 2

EXHIBIT "A" p.1

A strip of land, variable in width, in Section 10, Township 4 North, Range 25 East, W.M., County of Morrow, State of Oregon and being more particularly described as follows:

Commencing at the East quarter corner of said section 10; thence South 1°09'00" East along the East line of said Section 10 a distance of 566.59 feet; thence South 88°01'00" West 15.00 feet to Station 14+75.54 feet and the true point of beginning for this description; Thence North 1°09'00" West 460.00 feet to Station 19+35.54 and point of curvature; thence along the arc of a 100.00 foot radius curve to the left (through a central angle of 98°00'00") a distance of 171.04 feet to Station 21+06.58 and point of tangency; thence South 80°01'00" West 515.00 feet to Station 26+21.58 and point of curvature; thence along the arc of a 50.00 foot radius curve to the right (through a central angle of 78°03'00") a distance of 68.11 feet to Station 26+89.69 and point of tangency; thence North 21°56'00" West to the centerline of Columbia Boulevard.

The widths in feet of the strip of land above referred to are as follows:

<u>STATION</u>	<u>TO</u>	<u>STATION</u>	<u>WIDTH ON LEFT SIDE OF CENTER LINE</u>
14+75.54		22+00.00	30.00
22+00.00		Columbia Blvd.	45.00
			<u>WIDTH ON RIGHT SIDE OF CENTER LINE</u>
14+75.54		19+35.54	15.00
19+35.54		21+50.00	30.00
21+50.00		24+00.00	50.00
24+00.00		Projected N. 1°09'00" West to Columbia Blvd.	

STATE OF OREGON }  
County of Morrow }

ss. **133913**  
**Indexed**

I hereby certify that the within instrument was received for record.

on 12-24-85 at 10:53 AM

and assigned **N<sup>o</sup> 26023**

in the Microfilm Records of said county

Witness My Hand and Seal of County Affixed

Barbara Bloodsworth  
County Clerk

By *Norman S. Lietmann*  
Deputy



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

(For BOC Use)
Item #

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

Staff Contact:
Department:
Short Title of Agenda Item:

Phone Number (Ext):
Requested Agenda Date:

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

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

N/A

Purchase Pre-Authorizations, Contracts & Agreements

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

Reviewed By:

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

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

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

# AGENDA ITEM COVER SHEET

Morrow County Board of Commissioners

(Page 2 of 2)

---

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

2. FISCAL IMPACT:

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

Attach additional background documentation as needed.

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

AN ORDINANCE AMENDING THE MORROW	)	Ordinance Number
COUNTY COMPREHENSIVE PLAN SPECIFICALLY	)	ORD-2018-1
TAKING AN EXCEPTION TO GOAL 3 TO ALLOW	)	
DEVELOPMENT OF A SOLAR PHOTOVOLTAIC ENERGY	)	
GENERATION FACILITY AND ASSOCIATED	)	
EQUIPMENT ON LAND ZONED EXCLUSIVE FARM USE	)	

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

**WHEREAS**, Morrow County adopted a Comprehensive Land Use Plan which was first acknowledged by the Land Conservation and Development Commission on January 15, 1986, with the Economic Element update acknowledged in May 2016; and

**WHEREAS**, the Morrow County Planning Department received applications for a Conditional Use Permit and Goal 3 Exception to allow development of up to a 99 acre solar photovoltaic energy generation facility on land zoned Exclusive Farm Use (EFU) (referred hereafter as the “Harp Solar Project”); and

**WHEREAS**, the Morrow County Planning Commission held a public hearing on Tuesday, April 24, 2018, at the Bartholomew Building in Heppner, Oregon, to considered both the Conditional Use Permit and the Goal 3 Exception applications for the Harp Solar Project; and

**WHEREAS**, the Morrow County Planning Commission received testimony in favor of the applications, and after discussion, approved the Conditional Use Permit and recommended approval of the Goal 3 Exception to the Morrow County Board of Commissioners. In doing so, the Morrow County Planning Commission adopted the Harp Solar Project Final Findings of Fact approving the Conditional Use Permit and the Final Findings of Fact recommending approval of the Goal 3 exception; and

**WHEREAS**, the Morrow County Board of Commissioners held a hearing to consider the Goal 3 Exception recommendation from the Morrow County Planning Commission on May 30, 2018, at the Bartholomew Building in Heppner, Oregon; and

**WHEREAS**, the Morrow County Board of Commissioners received testimony in favor of the Goal 3 Exception and no opposition testimony; and

**WHEREAS**, the Morrow County Board of Commissioners accepted the Planning Commission recommendation to approve the Goal 3 Exception and approved the Goal 3 Exception in a 3-0 vote.

**NOW THEREFORE BE IT ORDAINED** THAT THE MORROW COUNTY BOARD OF COMMISSIONERS AMENDS THE MORROW COUNTY COMPREHENSIVE PLAN AGRICULTURAL LANDS ELEMENT AND CREATES THE EXCEPTIONS ELEMENT TO REFLECT APPROVAL OF A GOAL 3 EXCEPTION FOR UP TO A 99 ACRE SOLAR PHOTOVOLTAIC ENERGY GENERATION FACILITY AND ASSOCIATED EQUIPMENT ON LAND ZONED EXCLUSIVE FARM USE.

Section 1 Title of Ordinance:

This Ordinance shall be known, and may be cited, as the “2018 HARP Solar Farm Goal 3 Exception.”

Section 2 Affected and Attached Documents:

The Morrow County Comprehensive Plan Agricultural Lands Element is amended to include information about the HARP Solar Farm Goal 3 Exception.

The Morrow County Comprehensive Plan Exceptions Element is established with the adoption of this Ordinance to include the necessary information to support approval of the Harp Goal 3 Exception and other exceptions to the Morrow County Comprehensive Plan in the future.

Section 3 Emergency Clause and Effective Date:

The Morrow County Board of Commissioners does declare an emergency as the Harp Solar Project has time-sensitive deadlines and completion of the land use component is necessary to allow other project approvals to be reviewed and approved.

This ordinance shall be effective immediately upon its reading.

Date of First Reading: June 13, 2018

Date of Second Reading: June 13, 2018

**ADOPTED** BY THE MORROW COUNTY BOARD OF COMMISSIONERS THIS 13<sup>TH</sup> DAY OF JUNE 2018.

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

---

Don Russell, Chair

---

Jim Doherty, Commissioner

---

Melissa Lindsay, Commissioner

Approve as to Form:

---

Morrow County Counsel



**Carla McLane**

---

**From:** Richard Tovey  
**Sent:** Thursday, June 07, 2018 12:22 PM  
**To:** Carla McLane; Justin Nelson  
**Subject:** RE: Adopting Ordinance: HARP Solar

Carla-  
I have read through the proposed ordinance and have no concerns with either form or content.  
Thanks-  
Rich

---

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

---

**From:** Carla McLane  
**Sent:** Thursday, June 07, 2018 10:57 AM  
**To:** Justin Nelson <jnelson@co.morrow.or.us>; Richard Tovey <rtovey@co.morrow.or.us>  
**Subject:** Adopting Ordinance: HARP Solar

Justin and Rich,  
I am working on my packet for next week's BOC meeting. Can one of you provide an 'approved as to form?'  
It would be appreciated.  
Thanks,  
Carla

## AGRICULTURAL LANDS ELEMENT

### 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 agribusiness. 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
<b>TOTAL CROPS</b>	<b>271,075</b>	<b>\$64,088,000</b>	<b>264,745</b>	<b>\$62,236,000</b>
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
<b>TOTAL LIVESTOCK</b>		<b>\$ 8,443,000</b>		<b>\$ 9,909,000</b>
<b>TOTAL GROSS FARM SALES</b>		<b>\$72,531,000</b>		<b>\$72,145,000</b>

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).



# Exceptions Element

Table of Contents

HARP Solar Project. .... Tab 1

**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 Wenholz, 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

# HARP SOLAR

---

## GOAL 3 EXCEPTION REQUEST

---

MARCH 1, 2018

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

oneenergy  
renewables  
.com



## Table of Contents

I. OVERVIEW.....	3
II. PROJECT DESCRIPTION AND LOCATION.....	4
III. RESPONSE TO PLAN AMENDMENT APPLICATION QUESTIONS.....	8
III. GOAL 3 EXCEPTION REQUEST .....	10
Introduction.....	10
Legal Framework for Goal 3 Exception .....	10
A. Reasons to Justify the Exception .....	12
B. Areas Not Requiring a New Goal Exception Cannot Accommodate Use.....	17
C. Environmental, Economic, Social and Energy Consequences Favor the Exception .....	23
D. Solar Development on the Project Area Is Compatible with Other Adjacent Uses .....	25
E. The Project Will Further Important State Policies.....	26
IV. CONCLUSION AND REQUEST FOR EXCEPTION .....	27
V. ATTACHMENTS.....	28

# 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**.

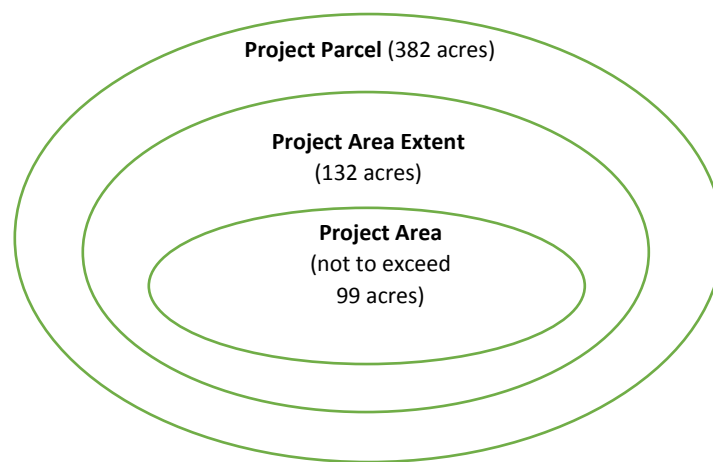


Figure 1: Area Definitions

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.

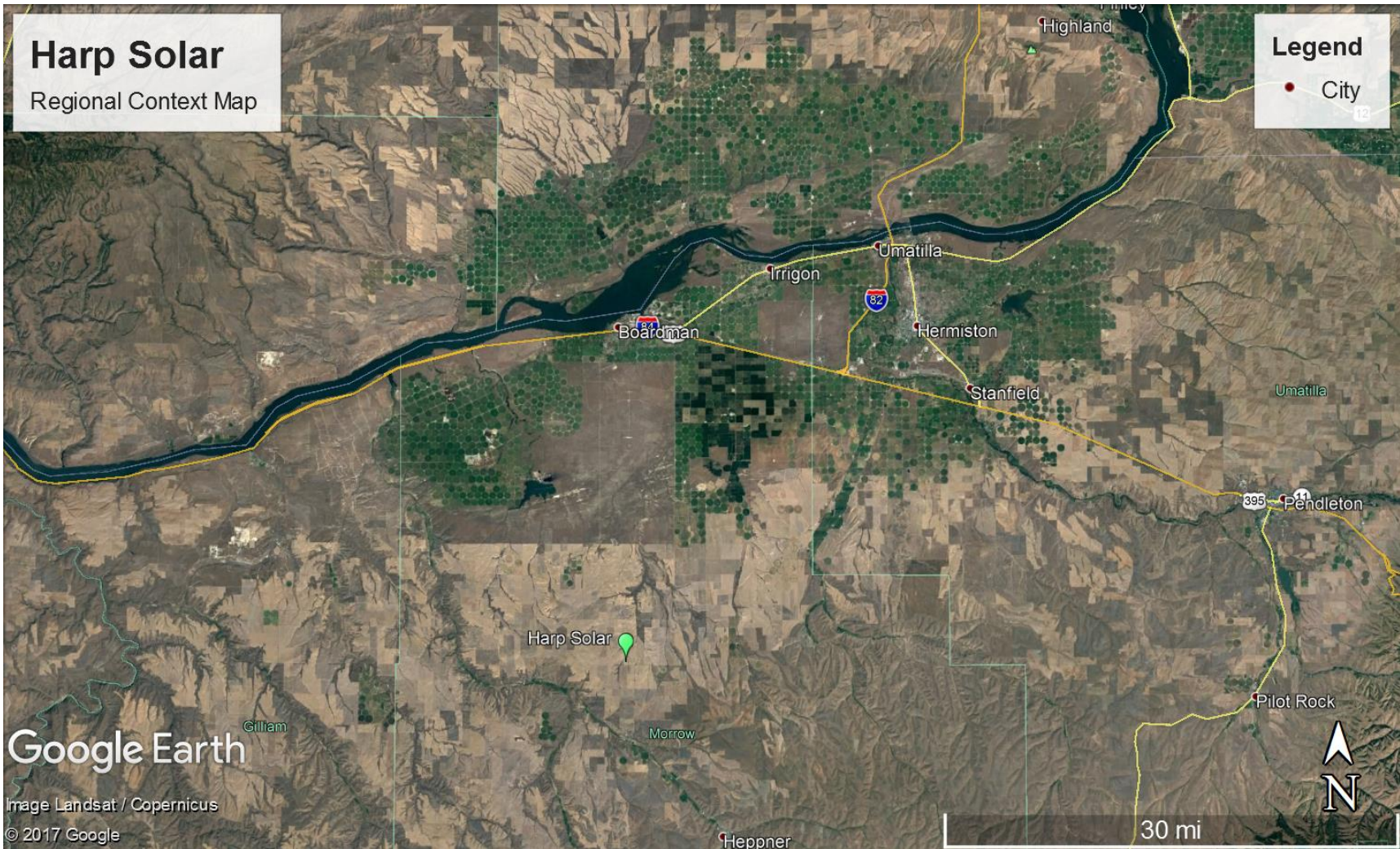


Figure 2: Regional Context Map

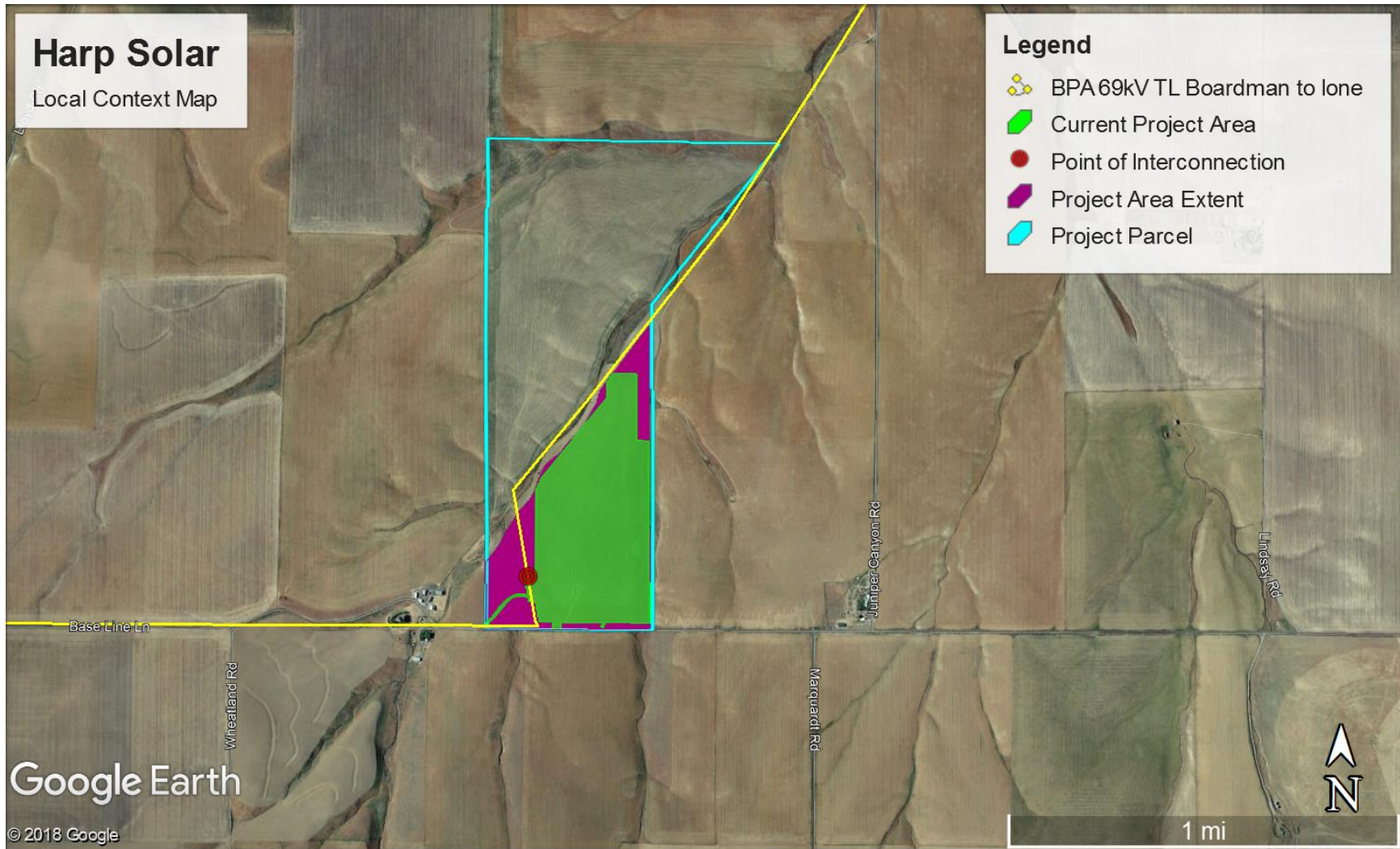


Figure 3: Local Context Map

### 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 ORS197.732 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 ORS197.732 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.<sup>1</sup>

#### *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.

---

<sup>1</sup> 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.

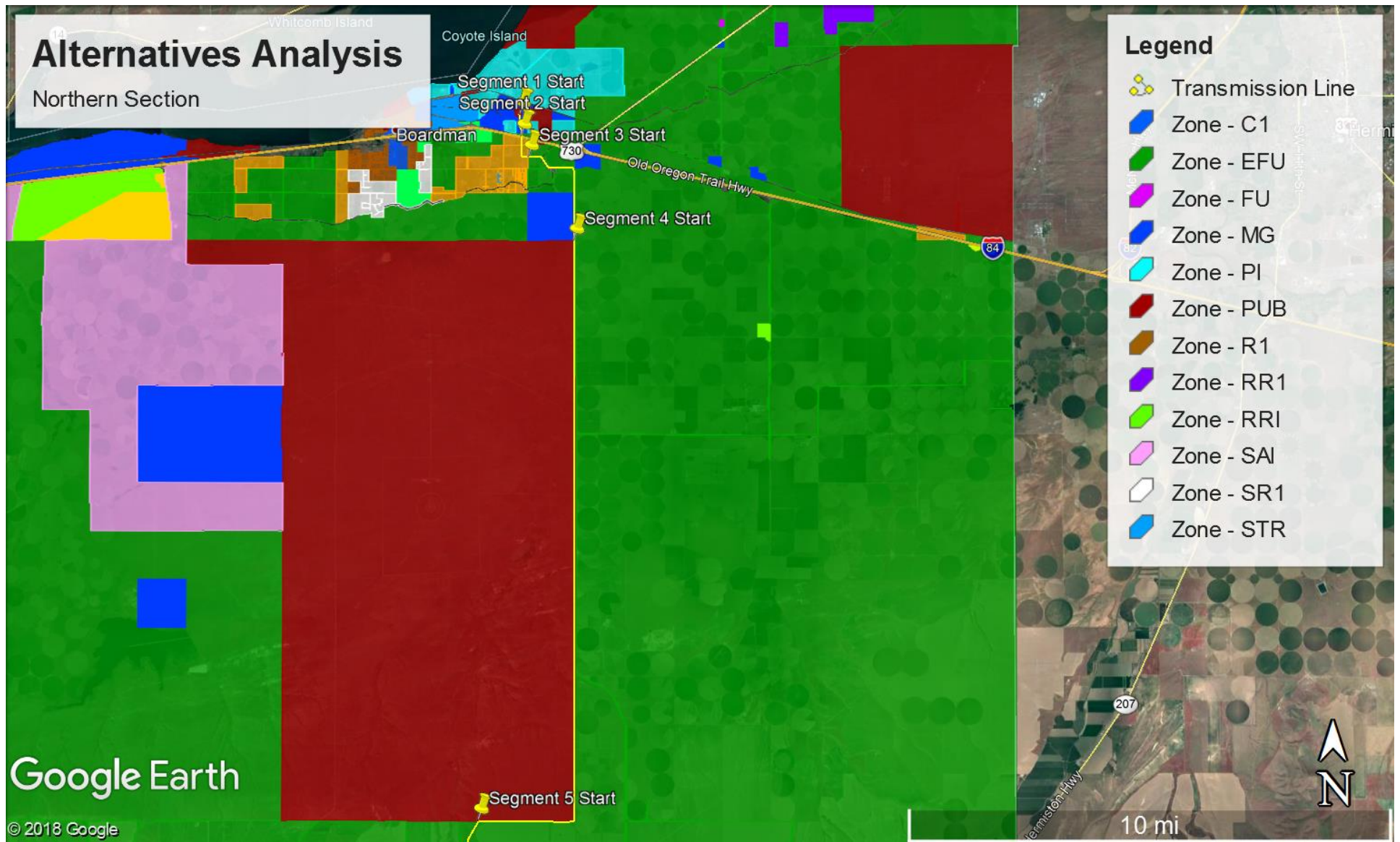


Figure 4: Alternatives Analysis Map, Northern Section

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*

<b>Description</b>	<b>Acreage</b>	<b>% of Buffer Area</b>
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

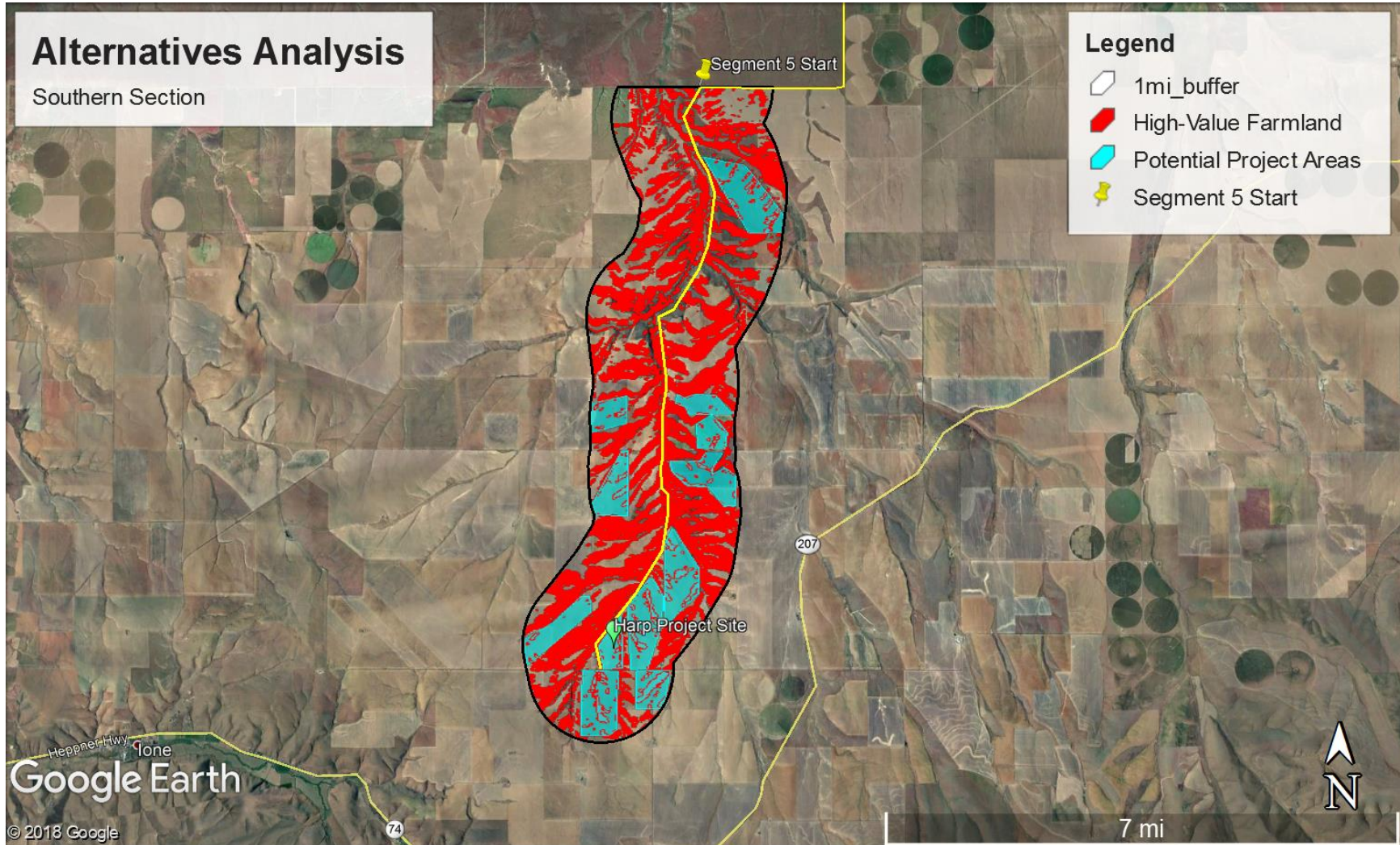


Figure 5: Alternatives Analysis Map - Southern Section

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 CO<sub>2</sub>e (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



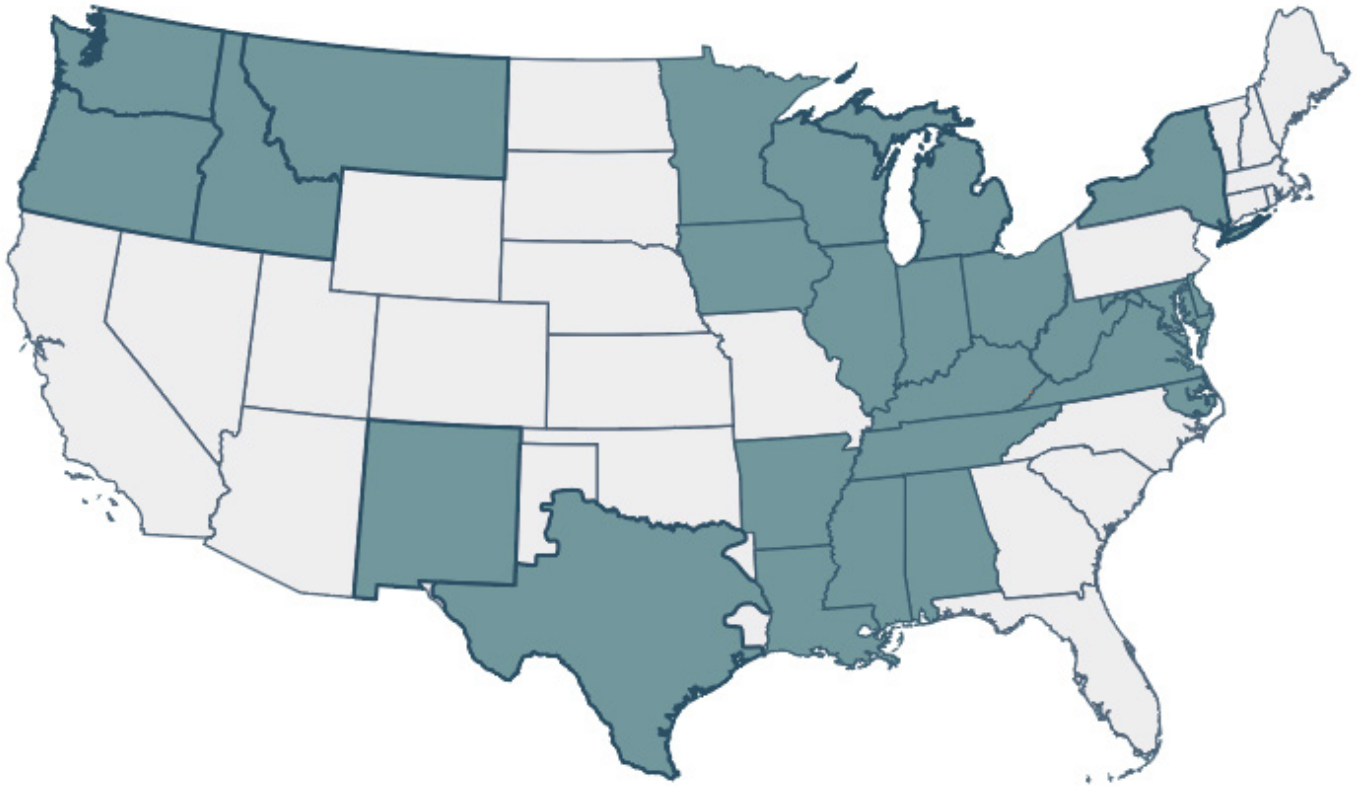
OneEnergy Renewables, founded in 2009, is a privately held company actively developing a significant pipeline of utility scale solar projects nationwide. Pioneers of the offsite solar project model, we specialize in pre-construction development of ground mounted solar PV projects.

**AS A CERTIFIED B-CORP, ONEENERGY ENTHUSIASTICALLY EMBRACES AND MEETS RIGOROUS STANDARDS OF BUSINESS, SOCIAL, AND ENVIRONMENTAL PERFORMANCE, ACCOUNTABILITY, AND TRANSPARENCY. IT'S HOW WE DO BUSINESS, PLAIN AND SIMPLE.**

Our experienced team of renewable energy professionals pair de-risked projects with advanced energy procurement and financial solutions to deliver construction-ready and operational solar assets.



# ACTIVE MARKETS + PROJECT HIGHLIGHTS



## WYE MILLS SOLAR

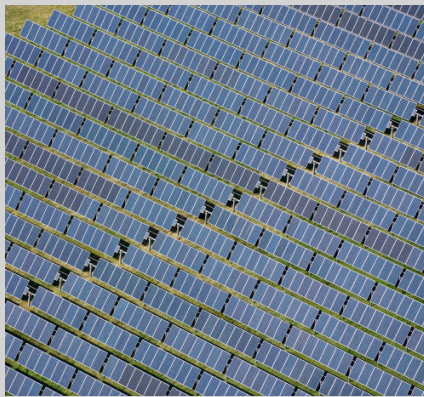
**LOCATION**  
QUEEN ANNE'S COUNTY, MD

**SIZE**  
13.6 MW

**OPERATIONAL**  
FALL 2016

**CUSTOMER**  
JOHNS HOPKINS MEDICINE

**OWNER**  
SOLAR CITY



## CAMBRIDGE SOLAR

**LOCATION**  
DORCHETER COUNTY, MD

**SIZE**  
4.3 MW

**OPERATIONAL**  
SPRING 2015

**CUSTOMER**  
NATIONAL AQUARIUM

**OWNER**  
CONSTELLATION



## BLUE BASIN POWER

**LOCATION**  
KLAMATH COUNTY, OR

**SIZE**  
4 MW

**OPERATIONAL**  
FALL 2016

**CUSTOMER**  
PACIFIC POWER

**OWNER**  
SOLAR CITY



## STEEL BRIDGE SOLAR

**LOCATION**  
POLK COUNTY, OR

**SIZE**  
3 MW

**OPERATIONAL**  
SPRING 2016

**CUSTOMER**  
PORTLAND GEN. ELECTRIC

**OWNER**  
NRG



**PROJECT**

HARP SOLAR  
OE SOLAR 1, LLC

**ADDRESS**

LEXINGTON, OR 97839

**DRAWING**

TITLE:  
SITE PLAN - LAYOUT  
SHEET NUMBER:  
**A-001**

SCALE:  
1" = 130'

DRAWN BY:  
AA

CHECKED BY:  
MD

DATE:  
02/09/2018

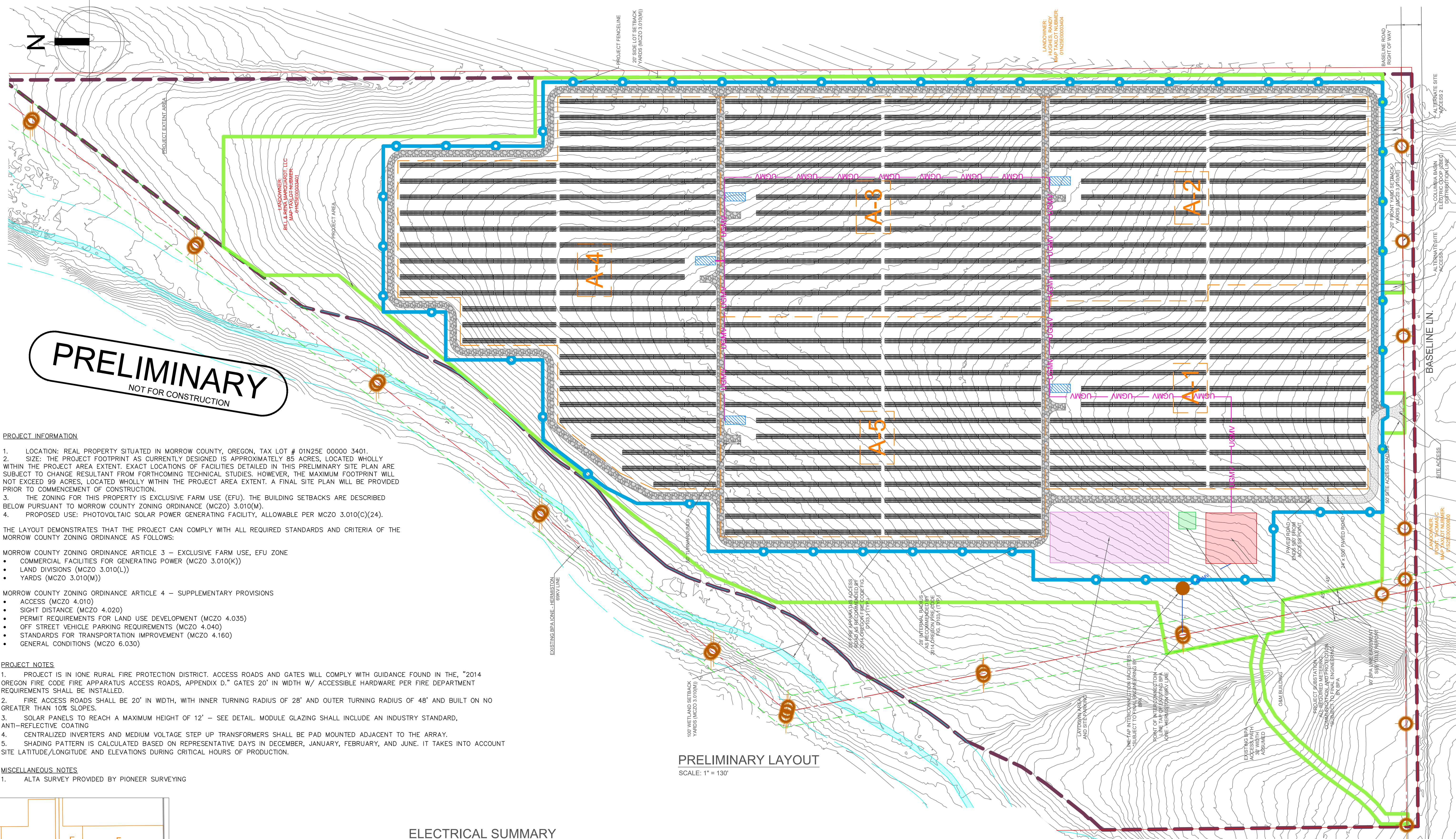
REVISIONS:

**DESCRIPTION**

THIS PROJECT CONSISTS OF THE DESIGN AND INSTALLATION OF A 10 MW AC SOLAR PHOTOVOLTAIC PLANT TO BE LOCATED IN MORROW COUNTY, OR. THE PV SYSTEM WILL CONSIST OF MODULES INSTALLED INTO ARRAYS WHICH WILL TRACK THE SUN AROUND A SINGLE AXIS. THE ARRAY WILL BE CONNECTED THROUGH (5) INVERTER / STEP UP TRANSFORMER STATIONS AND REQUIRED GRID PROTECTION EQUIPMENT, TO THE BONNEVILLE POWER ADMINISTRATION 69KV LINE LOCATED ON THE WEST SIDE OF THE PARCEL.

**LEGEND**

- INVERTER / TRANSFORMER PAD
- COMPACTED GRAVEL INTERIOR ROAD
- PAVED SITE ACCESS ROAD
- PROJECT SUBSTATION
- NWI WETLAND
- LAY DOWN AREA
- OPERATIONS AND MAINTENANCE BUILDING
- PROJECT EXTENT AREA
- PROJECT AREA (NTE 99 ACRES)
- PROJECT FENCELINE
- OVERHEAD MEDIUM VOLTAGE GEN TIE
- UNDERGROUND MEDIUM VOLTAGE COLLECTION
- SUB-ARRAY SEPARATION
- NEW RISER
- EXISTING RISER



**PRELIMINARY LAYOUT**  
SCALE: 1" = 130'

**PROJECT INFORMATION**

- LOCATION: REAL PROPERTY SITUATED IN MORROW COUNTY, OREGON, TAX LOT # 01N25E 00000 3401.
- SIZE: THE PROJECT FOOTPRINT AS CURRENTLY DESIGNED IS APPROXIMATELY 85 ACRES, LOCATED WHOLLY WITHIN THE PROJECT AREA EXTENT. EXACT LOCATIONS OF FACILITIES DETAILED IN THIS PRELIMINARY SITE PLAN ARE SUBJECT TO CHANGE RESULTANT FROM FORTHCOMING TECHNICAL STUDIES. HOWEVER, THE MAXIMUM FOOTPRINT WILL NOT EXCEED 99 ACRES, LOCATED WHOLLY WITHIN THE PROJECT AREA EXTENT. A FINAL SITE PLAN WILL BE PROVIDED PRIOR TO COMMENCEMENT OF CONSTRUCTION.
- THE ZONING FOR THIS PROPERTY IS EXCLUSIVE FARM USE (EFU). THE BUILDING SETBACKS ARE DESCRIBED BELOW PURSUANT TO MORROW COUNTY ZONING ORDINANCE (MCZO) 3.010(M).
- PROPOSED USE: PHOTOVOLTAIC SOLAR POWER GENERATING FACILITY, ALLOWABLE PER MCZO 3.010(C)(24).

THE LAYOUT DEMONSTRATES THAT THE PROJECT CAN COMPLY WITH ALL REQUIRED STANDARDS AND CRITERIA OF THE MORROW COUNTY ZONING ORDINANCE AS FOLLOWS:

- MORROW COUNTY ZONING ORDINANCE ARTICLE 3 – EXCLUSIVE FARM USE, EFU ZONE
- COMMERCIAL FACILITIES FOR GENERATING POWER (MCZO 3.010(K))
  - LAND DIVISIONS (MCZO 3.010(L))
  - YARDS (MCZO 3.010(M))

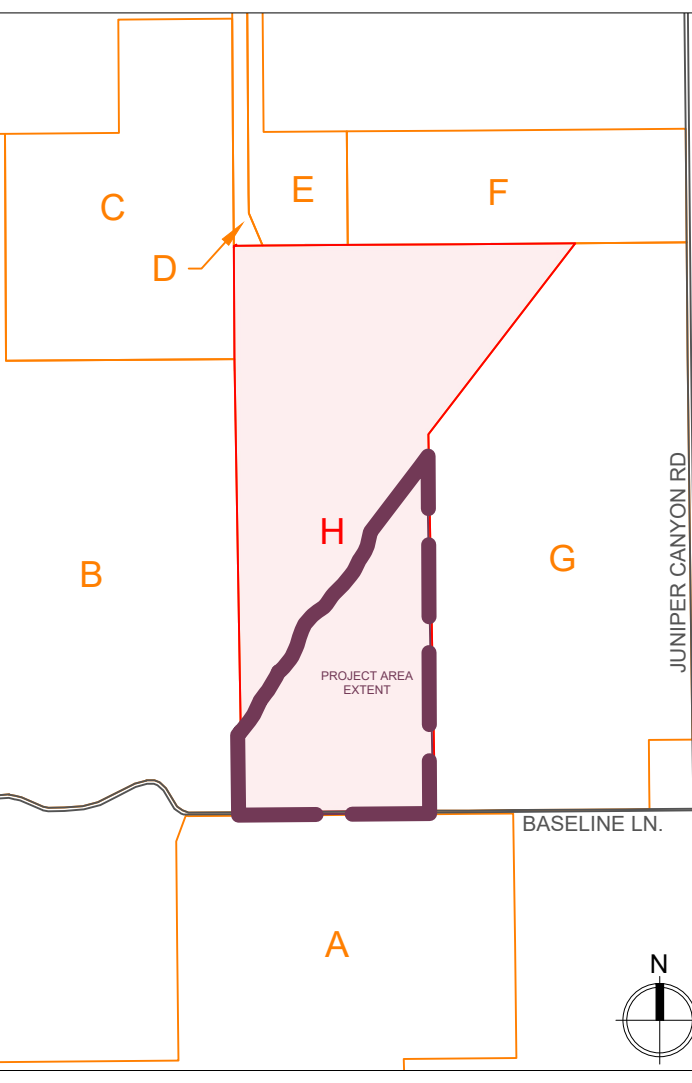
- MORROW COUNTY ZONING ORDINANCE ARTICLE 4 – SUPPLEMENTARY PROVISIONS
- ACCESS (MCZO 4.010)
  - SIGHT DISTANCE (MCZO 4.020)
  - PERMIT REQUIREMENTS FOR LAND USE DEVELOPMENT (MCZO 4.035)
  - OFF-STREET VEHICLE PARKING REQUIREMENTS (MCZO 4.040)
  - STANDARDS FOR TRANSPORTATION IMPROVEMENT (MCZO 4.160)
  - GENERAL CONDITIONS (MCZO 6.030)

**PROJECT NOTES**

- PROJECT IS IN IONE RURAL FIRE PROTECTION DISTRICT. ACCESS ROADS AND GATES WILL COMPLY WITH GUIDANCE FOUND IN THE, "2014 OREGON FIRE CODE FIRE APPARATUS ACCESS ROADS, APPENDIX D." GATES 20' IN WIDTH W/ ACCESSIBLE HARDWARE PER FIRE DEPARTMENT REQUIREMENTS SHALL BE INSTALLED.
- FIRE ACCESS ROADS SHALL BE 20' IN WIDTH, WITH INNER TURNING RADIUS OF 28' AND OUTER TURNING RADIUS OF 48' AND BUILT ON NO GREATER THAN 10% SLOPES.
- SOLAR PANELS TO REACH A MAXIMUM HEIGHT OF 12' – SEE DETAIL. MODULE GLAZING SHALL INCLUDE AN INDUSTRY STANDARD, ANTI-REFLECTIVE COATING
- CENTRALIZED INVERTERS AND MEDIUM VOLTAGE STEP UP TRANSFORMERS SHALL BE PAD MOUNTED ADJACENT TO THE ARRAY.
- SHADING PATTERN IS CALCULATED BASED ON REPRESENTATIVE DAYS IN DECEMBER, JANUARY, FEBRUARY, AND JUNE. IT TAKES INTO ACCOUNT SITE LATITUDE/LONGITUDE AND ELEVATIONS DURING CRITICAL HOURS OF PRODUCTION.

**MISCELLANEOUS NOTES**

- ALTA SURVEY PROVIDED BY PIONEER SURVEYING



**VICINITY MAP**

PARCEL INFORMATION		
PARCEL	LAND OWNER	MAP TAXLOT #
A	POINTER, THOMAS C	01S2E000000800
B	NELSON, KENNETH E	01N2E000003600
C	MORGAN, VIRGIL & DEBBIE A	01N2E000003500
D	BILL & RENA MARQUARDT, LLC	01N2E00002801
E	HUGHES, RANDY	01N2E00002802
F	HUGHES, RANDY	01N2E00003400
G	HUGHES, RANDY	01N2E00003404
H	BILL & RENA MARQUARDT, LLC	01N2E000003401

**ELECTRICAL SUMMARY**

SubArray	Module Power (W)	Modules / Table	Tables	Inverter (MVA)	Inverter @ PF 0.89	Inverter Count	MWdc	MWac	DC/AC
A1	355	54	123	0.125	0.111	16	2.36	1.78	1.326
A2	355	54	123	0.125	0.111	16	2.36	1.78	1.326
A3	355	54	138	0.125	0.111	18	2.65	2.00	1.323
A4	355	54	169	0.125	0.111	22	3.24	2.44	1.325
A5	355	54	138	0.125	0.111	18	2.65	2.00	1.323
<b>Total</b>	-	-	<b>691</b>	-	-	<b>90</b>	<b>13.25</b>	<b>10.00</b>	-

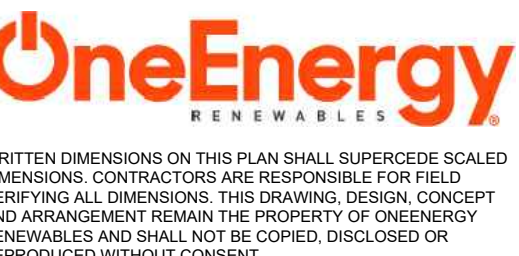
Run	Linear Distance (ft)	Feeder (MVA)	Feeder Voltage (kV)	Conductor Type
A5 - A4	499.56	2.00	34.5	Underground
A4 - A3	214.62	4.45	34.5	Underground
A3 - A2	1030.77	6.45	34.5	Underground
A2-A1	615.03	8.22	34.5	Underground
A-1 - MPT	905.96	10.00	34.5	Underground
<b>MPT - POI</b>	<b>293.21</b>	<b>10.00</b>	<b>69</b>	<b>Overhead</b>

**LAND USAGE**

Harp Solar Land Use		High Value Farm Land	Soil Types		
Major Area Names	Total Area (ac)	Impacted Area (ac)	45B, Ritzville Silt Loam (ac)	45C, Ritzville Silt Loam (ac)	75C, Willis Silt Loam (ac)
Project Area Extent	131.5	20.0	76.3	43.7	11.5
Project Area	98.9	14.1	70.6	20.1	8.2
Project Fence	83.6	11.9	63.0	13.5	7.1

Minor Areas	Total Area (SF)	Total Area (ac)
<b>Impermeable Surfaces:</b>		
Paved Road	13,336	0.3
Gravel Road	210,470	4.8
Substation	22,500	0.5
O&M Building	2,500	0.1
Inverter/XFMR Pads	8,750	0.2
Piles	3,960	0.1
<b>Total Impermeable</b>	<b>261,516</b>	<b>6.0</b>
<b>Other:</b>		
Laydown Area	52,500	1.2



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

February 15, 2018

Carla McLane  
Director  
Morrow County Planning Department  
205 Third Street NE  
Irrigon, OR 97844

RE: Harp Solar Project

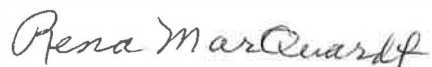
Dear Ms. McLane,

The Harp Solar project is a proposed photovoltaic solar power generation facility in Morrow County on land owned by our family on tax lot 3401 in Township 1 North, Range 25 East. As the landowner, we support the project and provide the following information in support of OE Solar 1 LLC's request for a Conditional Use Permit and Goal 3 exception.

The proposed site for the project has been owned by the family for more than 70 years and has been historically cultivated for dryland wheat. The fields on which the project is proposed are among the least productive of our 1,959 acres in Morrow County. The shallow soils are subject to wind erosion which leaves a gravelly unproductive soil behind. Consistently these fields have biannual wheat yields that are significantly lower than that of other fields we farm. Additionally, this site has never been irrigated and our family does not have any water rights or the intention of acquiring new water rights for this part of our property.

Because the site has limited productivity and is not irrigated, we have chosen to lease our land to construct the Harp Solar project at the proposed site, which will be a higher and better use of this portion of our land while we continue to farm our more productive farmland. The annual lease payments from the project will provide long-term, predictable revenue while broadening the income generated by our landholdings to more than just farming. Moreover, the project will not adversely impact or increase the cost of farming practices near the project. We do not anticipate any changes to our ongoing wheat farming operations nor those of our neighbors resulting from the construction or operation of the proposed project.

Sincerely,



Rena Marquardt  
Representative,  
Bill & Rena Marquardt, LLC

# HARP SOLAR

---

## SOILS ANALYSIS

---

MARCH 1, 2018



# HARP SOLAR

## SOILS ANALYSIS

### I. DEFINITIONS

**Project Area:** Harp Solar is a proposed 10 megawatt (“MW”) photovoltaic (“PV”) solar generation facility in Morrow County, Oregon, approximately 6 miles east of Lone (the “Project”). The Project will consist of PV panels, inverters, mounting infrastructure, an electrical collection system, operation and maintenance (“O&M”) building, private access roads, interior roads, security fencing, a new collector substation and electrical interconnection infrastructure including a line tap to the existing 69 kilovolt (“kV”) Bonneville Power Administration (“BPA”) transmission line located on-site. The Project’s maximum permanent footprint, including all Project components, shall not exceed 99 acres (“Project Area”). This Project Area will be wholly located within the Project Area Extent (defined below).

**Project Area Extent:** The Project Area will be within the defined micro-siting boundary encompassing approximately 132 acres (“Project Area Extent”).

**Project Parcel:** The 382-acre parcel on which the Project will be built (“Project Parcel”). The parcel is known as Morrow County tax lot 3401 in Township 1 North, Range 25 East.

**Permitting Approach:** OE Solar 1, LLC (“Applicant”) requests that the conditional use permit (“CUP”) and the Goal 3 exception, give the Applicant flexibility to micro-site the precise location of Project components within the Project Area Extent based on a final design layout. The design layout included in Applicant’s permit package is preliminary but demonstrates that the Project does, or can subject to conditions, satisfy the applicable Morrow County approval criteria and development standards. The permitting approach allows Applicant the ability to refine the spacing of solar modules and the location for the associated access roads, location of the O&M building, collector lines, staging areas, and other above-ground facilities within the Project Area Extent when finalizing the construction design. It also allows Applicant the ability to further minimize potential impacts and deliver the most effective and efficient Project consistent with landowner needs.

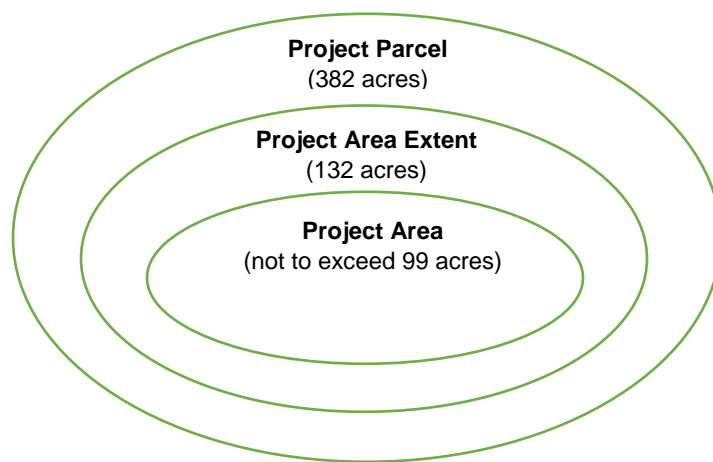


Figure 1: Area Definitions

## II. SOIL TYPES

The Project Area Extent, totaling 131.5 acres, is comprised of 120.0 acres of Ritzville silt loam (45B and 45C) and 11.5 acres of Willis silt loam (75C). (See **Attachment E**, NRCS Soils Report.) The entire Project Parcel is not irrigated and does not have water rights for agricultural irrigation (see **Attachment P**, Water Rights Map and **Attachment C**, Landowner Letter of Support). When not irrigated, the soil types found within the Project Area Extent are considered by the Natural Resources Conservation Service (“NRCS”) to have a “land capability classification” of Class 3e. NRCS states that “Class 3 soils have severe limitations that reduce the choice of plants or require special conservation practices, or both.” The “e” component of the classification is a subclass which refers to erosion as being the limitation involved. Further, both soil types are not considered “Prime Farmland” when not irrigated by the US Department of Agriculture. (See **Attachment F**, Prime Farmland List for Oregon.)

Soil Map Unit Name (Map Unit Symbol)	Land Capability Class	Acres	% of Total Acres
Ritzville silt loam, 2-7% slopes (45B)	3e	76.3	58%
Ritzville silt loam, 7-12% slopes (45C)	3e	43.7	33.2%
Willis silt loam, 5-12% slopes (75C)	3e	11.5	8.8%
<b>Totals</b>		131.5	100%

Table 1: Soil Types at Project Area Extent

Within the Project Area Extent, the Project Area will occupy a maximum of 99 acres. (See **Attachment B**, Preliminary Layout.) Because the Project Area Extent is comprised entirely of Class 3 soils, Applicant assumes for purposes of the impacts analysis that the final Project Area will impact up to 99 acres of Class 3 soils.

## III. ARABLE LAND V. HIGH-VALUE FARMLAND

As outlined in Oregon Administrative Rule (“OAR”) 660 Division 33, a photovoltaic solar power generation facility must abide by different rules depending on the number of acres precluded by 1) high-value farmland and 2) arable land. OAR 660-033-0130(38)(f) and (g) provide:

*(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.*

*(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.*

Simply, if more than 12 acres of high-value farmland are precluded then a Goal 3 Exception is required by OAR 660-033-0130(38)(f). If fewer than 12 acres of high-value farmland, but more than 20 acres of arable land are precluded, then a Goal 3 Exception is required by OAR 660-033-0130(38)(g).

### A. ARABLE LAND

As stated above, the Project Area Extent is comprised of Class 3 soils and is predominately used for dryland wheat farming. Therefore, under OAR 660-033-0130(38)(a) and (b), the Project Area Extent is comprised of arable land and arable soils using the NRCS soils classifications system. The Project’s permanent footprint (e.g. the Project Area) will impact up to 99 acres of arable land, thus triggering a Goal 3 exception under OAR 660-033-0130(38)(f). However, because the Project Area Extent is located within the mapped Columbia Valley American Viticulture Area (“AVA”), the Applicant must further evaluate the

Project Area Extent to determine if, (1) if the Project Area Extent also contains high-value farmland as defined ORS 195.300(10), and (2) whether the Project's permanent footprint would impact more than 12 acres of high-value farmland thus triggering a Goal 3 exception under OAR 660-033-0130(38)(f).

## B. HIGH-VALUE FARMLAND

The solar siting rule cross-references ORS 195.300(10) for purposes of defining high-value farmland. ORS chapter 195.300 to 195.336 contains the statutory provisions governing "Just Compensation for Land Use Regulations," which implement Oregon Measure 37 and Measure 49. ORS 195.300(10) broadly defines "high-value farmland" and establishes six categories of high-value farmland:

**ORS 195.300(10)** "High-value farmland" means:

**ORS 195.300(10)(a)** *High-value farmland as described in ORS 215.710 (High-value farmland description for ORS 215.705) that is land in an exclusive farm use zone or a mixed farm and forest zone, except that the dates specified in ORS 215.710 (High-value farmland description for ORS 215.705) (2), (4) and (6) are December 6, 2007.*

Response: This section refers to a separate statute, ORS 215.710, which further defines high-value farmland in four subsections, (1) through (4). As demonstrated below, the land within the Project Area Extent does not meet the definition of high-value farmland by these criteria:

**ORS 215.710(1)** *For purposes of ORS 215.705 (Dwellings in farm or forest zone), high-value farmland is land in a tract composed predominantly of soils that, at the time the siting of a dwelling is approved for the tract, are:*

*(a) Irrigated and classified prime, unique, Class I or Class II; or*

*(b) Not irrigated and classified prime, unique, Class I or Class II.*

Response: The Project Area Extent is not irrigated and all the soils are classified as Class III. Therefore, the Project Area Extent is not considered high-value farmland by this criterion, which indicates that it is not high-value farmland based on its soil type.

**ORS 215.710(2)** *In addition to that land described in subsection (1) of this section, for purposes of ORS 215.705 (Dwellings in farm or forest zone), high-value farmland, if outside the Willamette Valley, includes tracts growing specified perennials as demonstrated by the most recent aerial photography of the Agricultural Stabilization and Conservation Service of the United States Department of Agriculture taken prior to November 4, 1993. For purposes of this subsection, specified perennials means perennials grown for market or research purposes including, but not limited to, nursery stock, berries, fruits, nuts, Christmas trees or vineyards but not including seed crops, hay, pasture or alfalfa.*

Response: The Project Area Extent is used to for dryland wheat farming, which is specifically not included as a perennial and the land is therefore not considered high-value farmland by this criterion.

**ORS 215.710(3)** *In addition to that land described in subsection (1) of this section, for purposes of ORS 215.705 (Dwellings in farm or forest zone), high-value farmland, if in the Willamette Valley, includes tracts composed predominantly of the following soils in Class III or IV or composed predominantly of a combination of soils described in subsection (1) of this section and the following soils:*

- (a) Subclassification IIIe, specifically, Bellpine, Bornstedt, Burlington, Briedwell, Carlton, Cascade, Chehalem, Cornelius, Cornelius Variant, Cornelius and Kinton, Helvetia, Hillsboro, Hullt, Jory, Kinton, Latourell, Laurelwood, Melbourne, Multnomah, Nekia, Powell, Price, Quatama, Salkum, Santiam, Saum, Sawtell, Silverton, Veneta, Willakenzie, Woodburn and Yamhill;
- (b) Subclassification IIIw, specifically, Concord, Conser, Cornelius Variant, Dayton (thick surface) and Sifton (occasionally flooded);
- (c) Subclassification IVe, specifically, Bellpine Silty Clay Loam, Carlton, Cornelius, Jory, Kinton, Latourell, Laurelwood, Powell, Quatama, Springwater, Willakenzie and Yamhill; and
- (d) Subclassification IVw, specifically, Awbrig, Bashaw, Courtney, Dayton, Natroy, Noti and Whiteson.

Response: The Project Area Extent is located outside of the Willamette Valley and is therefore not considered high-value farmland by this criterion.

**ORS 215.710(4)** *In addition to that land described in subsection (1) of this section, for purposes of ORS 215.705 (Dwellings in farm or forest zone), high-value farmland, if west of the summit of the Coast Range and used in conjunction with a dairy operation on January 1, 1993, includes tracts composed predominantly of the following soils in Class III or IV or composed predominantly of a combination of soils described in subsection (1) of this section and the following soils:*

- (a) Subclassification IIIe, specifically, Astoria, Hembre, Knappa, Meda, Quillayutte and Winema;
- (b) Subclassification IIIw, specifically, Brenner and Chitwoo;
- (c) Subclassification IVe, specifically, Astoria, Hembre, Meda, Nehalan, Neskowin and Winema; and
- (d) Subclassification IVw, specifically, Coquille.

Response: The Project Area Extent site is not located west of the summit of the Coast Range and is therefore not considered high-value farmland by this criterion.

**ORS 195.300(10)(b)** *Land west of U.S. Highway 101 that is composed predominantly of the following soils in Class III or IV or composed predominantly of a combination of the soils described in ORS 215.710 (High-value farmland description for ORS 215.705) (1) and the following soils:*

- (A) Subclassification IIIw, specifically Ettersburg Silt Loam and Croftland Silty Clay Loam;
- (B) Subclassification IIIe, specifically Klooqueth Silty Clay Loam and Winchuck Silt Loam;
- (C) Subclassification IVw, specifically Huffling Silty Clay Loam.

Response: The Project Area Extent is not located west of Highway 101 and is therefore not considered high-value farmland by this criterion.

**ORS 195.300(10)(c)** *Land that is in an exclusive farm use zone or a mixed farm and forest zone and that on June 28, 2007, is:*

- (A) Within the place of use for a permit, certificate or decree for the use of water for irrigation issued by the Water Resources Department;

- (B) *Within the boundaries of a district, as defined in ORS 540.505 (Definitions); or*
- (C) *Within the boundaries of a diking district formed under ORS chapter 551.*

Response: The Project Area Extent is not irrigated, has no history of irrigation and does not have water rights. (See **Attachment P**, Water Rights Map and **Attachment C**, Landowner Support Letter.) The Project Area Extent is not within the boundaries of a district as defined in ORS 540.505 or within the boundaries of a diking district per a conversation with the Assistant Watermaster on February 15, 2018.

As shown, the Project Area Extent does not meet any of the criteria for subsection (c) and is therefore not considered high-value farmland by this criterion.

**ORS 195.300(10)(d)** *Land that contains not less than five acres planted in wine grapes.*

Response: The Project Area Extent is used for dryland wheat farming and does not have any wine grapes and is therefore not considered high-value farmland by this criterion.

**ORS 195.300(10)(e)** *Land that is in an exclusive farm use zone and that is at an elevation between 200 and 1,000 feet above mean sea level, with an aspect between 67.5 and 292.5 degrees and a slope between zero and 15 percent, and that is located within:*

- (A) *The Southern Oregon viticultural area as described in 27 C.F.R. 9.179;*
- (B) *The Umpqua Valley viticultural area as described in 27 C.F.R. 9.89; or*
- (C) *The Willamette Valley viticultural area as described in 27 C.F.R. 9.90.*

Response: The Project Area Extent is not located within any of these viticultural areas and is therefore not considered high-value farmland by this criterion.

**ORS 195.300(10)(f)** *Land that is in an exclusive farm use zone and that is no more than 3,000 feet above mean sea level, with an aspect between 67.5 and 292.5 degrees and a slope between zero and 15 percent, and that is located within:*

- (A) *The portion of the Columbia Gorge viticultural area as described in 27 C.F.R. 9.178 that is within the State of Oregon;*
- (B) *The Rogue Valley viticultural area as described in 27 C.F.R. 9.132;*
- (C) *The portion of the Columbia Valley viticultural area as described in 27 C.F.R. 9.74 that is within the State of Oregon;*
- (D) *The portion of the Walla Walla Valley viticultural area as described in 27 C.F.R. 9.91 that is within the State of Oregon; or*
- (E) *The portion of the Snake River Valley viticultural area as described in 27 C.F.R. 9.208 that is within the State of Oregon.*

Response: The Project Area Extent is located within the Exclusive Farm Use (“EFU”) zone, is below 3,000 feet above mean sea level, has a slope between 0 and 15 percent and is located within the Columbia Valley AVA. (See **Attachment G**, Columbia Valley AVA Map.) The critical criterion for the land within the Project Area Extent is the aspect<sup>1</sup>. To evaluate whether the land meets this criterion, the Applicant utilized a dataset created by the Oregon Ocean-Coastal

---

<sup>1</sup> Aspect refers to the compass direction that a slope faces.

Management Program - Department of Land Conservation and Development (titled sde.gis.pln\_or\_viticultural\_areas\_2007), which identifies land that meets these conditions. As shown in Figure 2, that dataset shows that some portions of the Project Area Extent are considered high-value farmland because the land has an aspect that is between 67.5 and 292.5 degrees. As depicted, 20.00 acres of the Project Area Extent are considered high-value farmland; the remaining 111.5 acres do not meet the criteria and are not considered high-value farmland by this criterion.

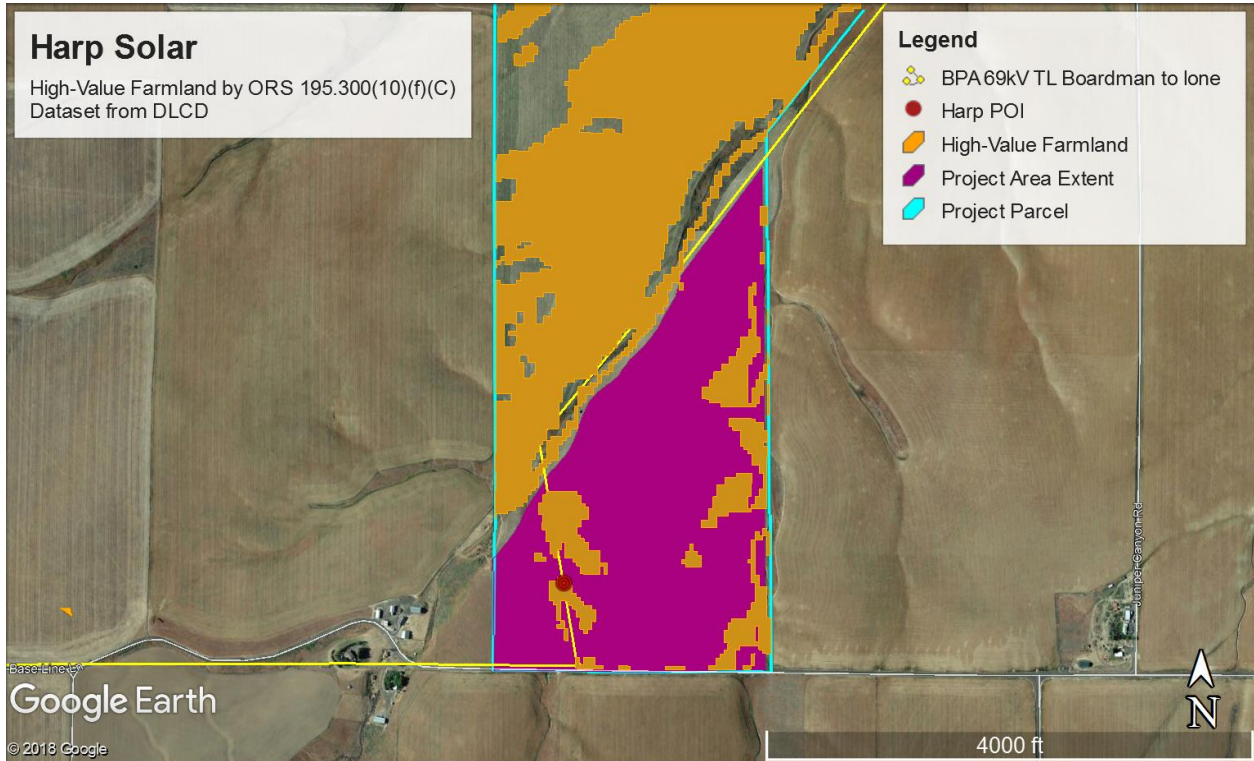


Figure 2: High-Value Farmland Map

#### IV. CONCLUSIONS

The Applicant proposes to construct the Project on up to 99 acres. This 99-acre permanent footprint is defined as the Project Area, which will be located within the 132-acre Project Area Extent. For purposes of this soils analysis, the Applicant analyzes the entire Project Area Extent to preserve the ability to microsite the final project layout within the Project Area Extent.

The Project Area Extent is comprised of Ritzville Silt Loam (45B and 45C) and Willis Silt Loam (75C), which are considered Class III when not irrigated. As predominately cultivated land, the Project Area Extent is comprised entirely of arable land. However, by operation of ORS 195.300(10)(f)(C), 20 acres (15%) of the Project Area Extent is considered high-value farmland.

A conservative analysis demonstrates that the Project *may* impact more than 12 acres of high-value farmland soils as defined by law, and *will* impact more than 20 acres of arable soils as defined by the NRCS soil classification system. Therefore, to preserve microsite flexibility within the Project Area Extent, the Applicant analyzes the Project under both OAR 660-033-0130(38)(f) for high-value farmland and OAR 660-033-0130(38)(g) for arable land.

# Custom Soil Resource Report for Morrow County, Oregon

## Executive Summary



# Preface

---

Soil surveys contain information that affects land use planning in survey areas. They highlight soil limitations that affect various land uses and provide information about the properties of the soils in the survey areas. Soil surveys are designed for many different users, including farmers, ranchers, foresters, agronomists, urban planners, community officials, engineers, developers, builders, and home buyers. Also, conservationists, teachers, students, and specialists in recreation, waste disposal, and pollution control can use the surveys to help them understand, protect, or enhance the environment.

Various land use regulations of Federal, State, and local governments may impose special restrictions on land use or land treatment. Soil surveys identify soil properties that are used in making various land use or land treatment decisions. The information is intended to help the land users identify and reduce the effects of soil limitations on various land uses. The landowner or user is responsible for identifying and complying with existing laws and regulations.

Although soil survey information can be used for general farm, local, and wider area planning, onsite investigation is needed to supplement this information in some cases. Examples include soil quality assessments (<http://www.nrcs.usda.gov/wps/portal/nrcs/main/soils/health/>) and certain conservation and engineering applications. For more detailed information, contact your local USDA Service Center (<https://offices.sc.egov.usda.gov/locator/app?agency=nrcs>) or your NRCS State Soil Scientist ([http://www.nrcs.usda.gov/wps/portal/nrcs/detail/soils/contactus/?cid=nrcs142p2\\_053951](http://www.nrcs.usda.gov/wps/portal/nrcs/detail/soils/contactus/?cid=nrcs142p2_053951)).

Great differences in soil properties can occur within short distances. Some soils are seasonally wet or subject to flooding. Some are too unstable to be used as a foundation for buildings or roads. Clayey or wet soils are poorly suited to use as septic tank absorption fields. A high water table makes a soil poorly suited to basements or underground installations.

The National Cooperative Soil Survey is a joint effort of the United States Department of Agriculture and other Federal agencies, State agencies including the Agricultural Experiment Stations, and local agencies. The Natural Resources Conservation Service (NRCS) has leadership for the Federal part of the National Cooperative Soil Survey.

Information about soils is updated periodically. Updated information is available through the NRCS Web Soil Survey, the site for official soil survey information.

The U.S. Department of Agriculture (USDA) prohibits discrimination in all its programs and activities on the basis of race, color, national origin, age, disability, and where applicable, sex, marital status, familial status, parental status, religion, sexual orientation, genetic information, political beliefs, reprisal, or because all or a part of an individual's income is derived from any public assistance program. (Not all prohibited bases apply to all programs.) Persons with disabilities who require



alternative means for communication of program information (Braille, large print, audiotape, etc.) should contact USDA's TARGET Center at (202) 720-2600 (voice and TDD). To file a complaint of discrimination, write to USDA, Director, Office of Civil Rights, 1400 Independence Avenue, S.W., Washington, D.C. 20250-9410 or call (800) 795-3272 (voice) or (202) 720-6382 (TDD). USDA is an equal opportunity provider and employer.

# Contents

---

<b>Preface</b> .....	2
<b>How Soil Surveys Are Made</b> .....	5
<b>Soil Map</b> .....	8
Soil Map.....	9
Legend.....	10
Map Unit Legend.....	11
Map Unit Descriptions.....	11
Morrow County, Oregon.....	13
28E—Licksillet very stony loam, 7 to 40 percent slopes.....	13
45B—Ritzville silt loam, 2 to 7 percent slopes.....	14
45C—Ritzville silt loam, 7 to 12 percent slopes.....	15
75B—Willis silt loam, 2 to 5 percent slopes.....	16
75C—Willis silt loam, 5 to 12 percent slopes.....	17
78—Xeric Torriorthents, nearly level.....	18
<b>Soil Information for All Uses</b> .....	19
Suitabilities and Limitations for Use.....	19
Building Site Development.....	19
Corrosion of Steel.....	19
Land Classifications.....	22
Farmland Classification.....	22
Hydric Rating by Map Unit.....	26
Nonirrigated Capability Class.....	30
Nonirrigated Capability Subclass.....	34
Soil Taxonomy Classification.....	38
Soil Taxonomy Classification.....	42
Soil Properties and Qualities.....	47
Soil Physical Properties.....	47
Percent Clay.....	47
Percent Sand.....	50
Percent Silt.....	53
Plasticity Index.....	56
Soil Qualities and Features.....	60
Depth to a Selected Soil Restrictive Layer: Duripan.....	60
Depth to Any Soil Restrictive Layer.....	64
Water Features.....	68
Depth to Water Table.....	68
<b>References</b> .....	73

# How Soil Surveys Are Made

---

Soil surveys are made to provide information about the soils and miscellaneous areas in a specific area. They include a description of the soils and miscellaneous areas and their location on the landscape and tables that show soil properties and limitations affecting various uses. Soil scientists observed the steepness, length, and shape of the slopes; the general pattern of drainage; the kinds of crops and native plants; and the kinds of bedrock. They observed and described many soil profiles. A soil profile is the sequence of natural layers, or horizons, in a soil. The profile extends from the surface down into the unconsolidated material in which the soil formed or from the surface down to bedrock. The unconsolidated material is devoid of roots and other living organisms and has not been changed by other biological activity.

Currently, soils are mapped according to the boundaries of major land resource areas (MLRAs). MLRAs are geographically associated land resource units that share common characteristics related to physiography, geology, climate, water resources, soils, biological resources, and land uses (USDA, 2006). Soil survey areas typically consist of parts of one or more MLRA.

The soils and miscellaneous areas in a survey area occur in an orderly pattern that is related to the geology, landforms, relief, climate, and natural vegetation of the area. Each kind of soil and miscellaneous area is associated with a particular kind of landform or with a segment of the landform. By observing the soils and miscellaneous areas in the survey area and relating their position to specific segments of the landform, a soil scientist develops a concept, or model, of how they were formed. Thus, during mapping, this model enables the soil scientist to predict with a considerable degree of accuracy the kind of soil or miscellaneous area at a specific location on the landscape.

Commonly, individual soils on the landscape merge into one another as their characteristics gradually change. To construct an accurate soil map, however, soil scientists must determine the boundaries between the soils. They can observe only a limited number of soil profiles. Nevertheless, these observations, supplemented by an understanding of the soil-vegetation-landscape relationship, are sufficient to verify predictions of the kinds of soil in an area and to determine the boundaries.

Soil scientists recorded the characteristics of the soil profiles that they studied. They noted soil color, texture, size and shape of soil aggregates, kind and amount of rock fragments, distribution of plant roots, reaction, and other features that enable them to identify soils. After describing the soils in the survey area and determining their properties, the soil scientists assigned the soils to taxonomic classes (units). Taxonomic classes are concepts. Each taxonomic class has a set of soil characteristics with precisely defined limits. The classes are used as a basis for comparison to classify soils systematically. Soil taxonomy, the system of taxonomic classification used in the United States, is based mainly on the kind and character of soil properties and the arrangement of horizons within the profile. After the soil

## Custom Soil Resource Report

scientists classified and named the soils in the survey area, they compared the individual soils with similar soils in the same taxonomic class in other areas so that they could confirm data and assemble additional data based on experience and research.

The objective of soil mapping is not to delineate pure map unit components; the objective is to separate the landscape into landforms or landform segments that have similar use and management requirements. Each map unit is defined by a unique combination of soil components and/or miscellaneous areas in predictable proportions. Some components may be highly contrasting to the other components of the map unit. The presence of minor components in a map unit in no way diminishes the usefulness or accuracy of the data. The delineation of such landforms and landform segments on the map provides sufficient information for the development of resource plans. If intensive use of small areas is planned, onsite investigation is needed to define and locate the soils and miscellaneous areas.

Soil scientists make many field observations in the process of producing a soil map. The frequency of observation is dependent upon several factors, including scale of mapping, intensity of mapping, design of map units, complexity of the landscape, and experience of the soil scientist. Observations are made to test and refine the soil-landscape model and predictions and to verify the classification of the soils at specific locations. Once the soil-landscape model is refined, a significantly smaller number of measurements of individual soil properties are made and recorded. These measurements may include field measurements, such as those for color, depth to bedrock, and texture, and laboratory measurements, such as those for content of sand, silt, clay, salt, and other components. Properties of each soil typically vary from one point to another across the landscape.

Observations for map unit components are aggregated to develop ranges of characteristics for the components. The aggregated values are presented. Direct measurements do not exist for every property presented for every map unit component. Values for some properties are estimated from combinations of other properties.

While a soil survey is in progress, samples of some of the soils in the area generally are collected for laboratory analyses and for engineering tests. Soil scientists interpret the data from these analyses and tests as well as the field-observed characteristics and the soil properties to determine the expected behavior of the soils under different uses. Interpretations for all of the soils are field tested through observation of the soils in different uses and under different levels of management. Some interpretations are modified to fit local conditions, and some new interpretations are developed to meet local needs. Data are assembled from other sources, such as research information, production records, and field experience of specialists. For example, data on crop yields under defined levels of management are assembled from farm records and from field or plot experiments on the same kinds of soil.

Predictions about soil behavior are based not only on soil properties but also on such variables as climate and biological activity. Soil conditions are predictable over long periods of time, but they are not predictable from year to year. For example, soil scientists can predict with a fairly high degree of accuracy that a given soil will have a high water table within certain depths in most years, but they cannot predict that a high water table will always be at a specific level in the soil on a specific date.

After soil scientists located and identified the significant natural bodies of soil in the survey area, they drew the boundaries of these bodies on aerial photographs and

## Custom Soil Resource Report

identified each as a specific map unit. Aerial photographs show trees, buildings, fields, roads, and rivers, all of which help in locating boundaries accurately.

# Soil Map

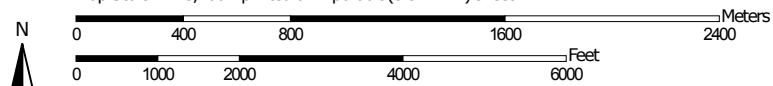
---

The soil map section includes the soil map for the defined area of interest, a list of soil map units on the map and extent of each map unit, and cartographic symbols displayed on the map. Also presented are various metadata about data used to produce the map, and a description of each soil map unit.

# Custom Soil Resource Report Soil Map




Map Scale: 1:28,200 if printed on A portrait (8.5" x 11") sheet.




Map projection: Web Mercator Corner coordinates: WGS84 Edge tics: UTM Zone 11N WGS84


### MAP LEGEND

**Area of Interest (AOI)**

 Area of Interest (AOI)




















**Soils**







 Soil Map Unit Polygons

 Soil Map Unit Lines


 Soil Map Unit Points

**Special Point Features**






-  Blowout
-  Borrow Pit
-  Clay Spot
-  Closed Depression
-  Gravel Pit
-  Gravelly Spot
-  Landfill
-  Lava Flow
-  Marsh or swamp
-  Mine or Quarry
-  Miscellaneous Water
-  Perennial Water
-  Rock Outcrop
-  Saline Spot
-  Sandy Spot
-  Severely Eroded Spot
-  Sinkhole
-  Slide or Slip
-  Sodic Spot

-  Spoil Area
-  Stony Spot
-  Very Stony Spot
-  Wet Spot
-  Other
-  Special Line Features


**Water Features**

 Streams and Canals

**Transportation**

-  Rails
-  Interstate Highways
-  US Routes
-  Major Roads
-  Local Roads

**Background**

 Aerial Photography

### MAP INFORMATION

The soil surveys that comprise your AOI were mapped at 1:24,000.

Please rely on the bar scale on each map sheet for map measurements.

Source of Map: Natural Resources Conservation Service  
 Web Soil Survey URL:  
 Coordinate System: Web Mercator (EPSG:3857)

Maps from the Web Soil Survey are based on the Web Mercator projection, which preserves direction and shape but distorts distance and area. A projection that preserves area, such as the Albers equal-area conic projection, should be used if more accurate calculations of distance or area are required.

This product is generated from the USDA-NRCS certified data as of the version date(s) listed below.

Soil Survey Area: Morrow County, Oregon  
 Survey Area Data: Version 13, Sep 25, 2017

Soil map units are labeled (as space allows) for map scales 1:50,000 or larger.

Date(s) aerial images were photographed: May 30, 2013—Nov 10, 2016

The orthophoto or other base map on which the soil lines were compiled and digitized probably differs from the background imagery displayed on these maps. As a result, some minor shifting of map unit boundaries may be evident.



## Map Unit Legend

Map Unit Symbol	Map Unit Name	Acres in AOI	Percent of AOI
28E	Licksillet very stony loam, 7 to 40 percent slopes	27.4	4.3%
45B	Ritzville silt loam, 2 to 7 percent slopes	260.6	40.9%
45C	Ritzville silt loam, 7 to 12 percent slopes	113.2	17.7%
75B	Willis silt loam, 2 to 5 percent slopes	129.6	20.3%
75C	Willis silt loam, 5 to 12 percent slopes	103.8	16.3%
78	Xeric Torriorthents, nearly level	3.1	0.5%
<b>Totals for Area of Interest</b>		<b>637.7</b>	<b>100.0%</b>

## Map Unit Descriptions

The map units delineated on the detailed soil maps in a soil survey represent the soils or miscellaneous areas in the survey area. The map unit descriptions, along with the maps, can be used to determine the composition and properties of a unit.

A map unit delineation on a soil map represents an area dominated by one or more major kinds of soil or miscellaneous areas. A map unit is identified and named according to the taxonomic classification of the dominant soils. Within a taxonomic class there are precisely defined limits for the properties of the soils. On the landscape, however, the soils are natural phenomena, and they have the characteristic variability of all natural phenomena. Thus, the range of some observed properties may extend beyond the limits defined for a taxonomic class. Areas of soils of a single taxonomic class rarely, if ever, can be mapped without including areas of other taxonomic classes. Consequently, every map unit is made up of the soils or miscellaneous areas for which it is named and some minor components that belong to taxonomic classes other than those of the major soils.

Most minor soils have properties similar to those of the dominant soil or soils in the map unit, and thus they do not affect use and management. These are called noncontrasting, or similar, components. They may or may not be mentioned in a particular map unit description. Other minor components, however, have properties and behavioral characteristics divergent enough to affect use or to require different management. These are called contrasting, or dissimilar, components. They generally are in small areas and could not be mapped separately because of the scale used. Some small areas of strongly contrasting soils or miscellaneous areas are identified by a special symbol on the maps. If included in the database for a given area, the contrasting minor components are identified in the map unit descriptions along with some characteristics of each. A few areas of minor components may not have been observed, and consequently they are not mentioned in the descriptions, especially where the pattern was so complex that it

## Custom Soil Resource Report

was impractical to make enough observations to identify all the soils and miscellaneous areas on the landscape.

The presence of minor components in a map unit in no way diminishes the usefulness or accuracy of the data. The objective of mapping is not to delineate pure taxonomic classes but rather to separate the landscape into landforms or landform segments that have similar use and management requirements. The delineation of such segments on the map provides sufficient information for the development of resource plans. If intensive use of small areas is planned, however, onsite investigation is needed to define and locate the soils and miscellaneous areas.

An identifying symbol precedes the map unit name in the map unit descriptions. Each description includes general facts about the unit and gives important soil properties and qualities.

Soils that have profiles that are almost alike make up a *soil series*. Except for differences in texture of the surface layer, all the soils of a series have major horizons that are similar in composition, thickness, and arrangement.

Soils of one series can differ in texture of the surface layer, slope, stoniness, salinity, degree of erosion, and other characteristics that affect their use. On the basis of such differences, a soil series is divided into *soil phases*. Most of the areas shown on the detailed soil maps are phases of soil series. The name of a soil phase commonly indicates a feature that affects use or management. For example, Alpha silt loam, 0 to 2 percent slopes, is a phase of the Alpha series.

Some map units are made up of two or more major soils or miscellaneous areas. These map units are complexes, associations, or undifferentiated groups.

A *complex* consists of two or more soils or miscellaneous areas in such an intricate pattern or in such small areas that they cannot be shown separately on the maps. The pattern and proportion of the soils or miscellaneous areas are somewhat similar in all areas. Alpha-Beta complex, 0 to 6 percent slopes, is an example.

An *association* is made up of two or more geographically associated soils or miscellaneous areas that are shown as one unit on the maps. Because of present or anticipated uses of the map units in the survey area, it was not considered practical or necessary to map the soils or miscellaneous areas separately. The pattern and relative proportion of the soils or miscellaneous areas are somewhat similar. Alpha-Beta association, 0 to 2 percent slopes, is an example.

An *undifferentiated group* is made up of two or more soils or miscellaneous areas that could be mapped individually but are mapped as one unit because similar interpretations can be made for use and management. The pattern and proportion of the soils or miscellaneous areas in a mapped area are not uniform. An area can be made up of only one of the major soils or miscellaneous areas, or it can be made up of all of them. Alpha and Beta soils, 0 to 2 percent slopes, is an example.

Some surveys include *miscellaneous areas*. Such areas have little or no soil material and support little or no vegetation. Rock outcrop is an example.

## Morrow County, Oregon

### 28E—Lickskillet very stony loam, 7 to 40 percent slopes

#### Map Unit Setting

*National map unit symbol:* 21sm  
*Elevation:* 800 to 3,500 feet  
*Mean annual precipitation:* 10 to 13 inches  
*Mean annual air temperature:* 47 to 51 degrees F  
*Frost-free period:* 100 to 150 days  
*Farmland classification:* Not prime farmland

#### Map Unit Composition

*Lickskillet and similar soils:* 70 percent  
*Estimates are based on observations, descriptions, and transects of the mapunit.*

#### Description of Lickskillet

##### Setting

*Landform:* Hillslopes  
*Landform position (two-dimensional):* Shoulder, summit  
*Landform position (three-dimensional):* Nose slope, interfluvium, crest  
*Down-slope shape:* Linear  
*Across-slope shape:* Linear  
*Parent material:* Loess mixed with colluvium from basalt

##### Typical profile

*H1 - 0 to 2 inches:* very stony loam  
*H2 - 2 to 17 inches:* extremely cobbly loam  
*H3 - 17 to 27 inches:* unweathered bedrock

##### Properties and qualities

*Slope:* 7 to 40 percent  
*Depth to restrictive feature:* 12 to 20 inches to lithic bedrock  
*Natural drainage class:* Well drained  
*Capacity of the most limiting layer to transmit water (Ksat):* Moderately high to high (0.57 to 1.98 in/hr)  
*Depth to water table:* More than 80 inches  
*Frequency of flooding:* None  
*Frequency of ponding:* None  
*Calcium carbonate, maximum in profile:* 5 percent  
*Salinity, maximum in profile:* Nonsaline to very slightly saline (0.0 to 2.0 mmhos/cm)  
*Available water storage in profile:* Very low (about 1.7 inches)

##### Interpretive groups

*Land capability classification (irrigated):* None specified  
*Land capability classification (nonirrigated):* 7s  
*Hydrologic Soil Group:* D  
*Ecological site:* SHALLOW SOUTH 10-14 PZ (R008XY210OR)  
*Hydric soil rating:* No

## 45B—Ritzville silt loam, 2 to 7 percent slopes

### Map Unit Setting

*National map unit symbol:* 21tn  
*Elevation:* 1,000 to 2,500 feet  
*Mean annual precipitation:* 9 to 12 inches  
*Mean annual air temperature:* 48 to 51 degrees F  
*Frost-free period:* 130 to 180 days  
*Farmland classification:* Prime farmland if irrigated

### Map Unit Composition

*Ritzville and similar soils:* 77 percent  
*Estimates are based on observations, descriptions, and transects of the mapunit.*

### Description of Ritzville

#### Setting

*Landform:* Plateaus  
*Landform position (two-dimensional):* Summit  
*Landform position (three-dimensional):* Interfluve  
*Down-slope shape:* Linear  
*Across-slope shape:* Linear  
*Parent material:* Loess mixed with small amounts of volcanic ash

#### Typical profile

*H1 - 0 to 13 inches:* silt loam  
*H2 - 13 to 33 inches:* silt loam  
*H3 - 33 to 70 inches:* silt loam

#### Properties and qualities

*Slope:* 2 to 7 percent  
*Depth to restrictive feature:* More than 80 inches  
*Natural drainage class:* Well drained  
*Capacity of the most limiting layer to transmit water (Ksat):* Moderately high to high (0.57 to 1.98 in/hr)  
*Depth to water table:* More than 80 inches  
*Frequency of flooding:* None  
*Frequency of ponding:* None  
*Calcium carbonate, maximum in profile:* 15 percent  
*Salinity, maximum in profile:* Nonsaline to very slightly saline (0.0 to 2.0 mmhos/cm)  
*Available water storage in profile:* Very high (about 12.1 inches)

#### Interpretive groups

*Land capability classification (irrigated):* 2e  
*Land capability classification (nonirrigated):* 3e  
*Hydrologic Soil Group:* B  
*Ecological site:* LOAMY 10-12 PZ (R008XY110OR)  
*Hydric soil rating:* No

## 45C—Ritzville silt loam, 7 to 12 percent slopes

### Map Unit Setting

*National map unit symbol:* 21tp  
*Elevation:* 1,000 to 2,500 feet  
*Mean annual precipitation:* 9 to 12 inches  
*Mean annual air temperature:* 48 to 51 degrees F  
*Frost-free period:* 130 to 180 days  
*Farmland classification:* Farmland of statewide importance

### Map Unit Composition

*Ritzville and similar soils:* 70 percent  
*Estimates are based on observations, descriptions, and transects of the mapunit.*

### Description of Ritzville

#### Setting

*Landform:* Plateaus  
*Landform position (two-dimensional):* Summit  
*Landform position (three-dimensional):* Interfluve  
*Down-slope shape:* Linear  
*Across-slope shape:* Linear  
*Parent material:* Loess mixed with small amounts of volcanic ash

#### Typical profile

*H1 - 0 to 13 inches:* silt loam  
*H2 - 13 to 33 inches:* silt loam  
*H3 - 33 to 70 inches:* silt loam

#### Properties and qualities

*Slope:* 7 to 12 percent  
*Depth to restrictive feature:* More than 80 inches  
*Natural drainage class:* Well drained  
*Capacity of the most limiting layer to transmit water (Ksat):* Moderately high to high (0.57 to 1.98 in/hr)  
*Depth to water table:* More than 80 inches  
*Frequency of flooding:* None  
*Frequency of ponding:* None  
*Calcium carbonate, maximum in profile:* 15 percent  
*Salinity, maximum in profile:* Nonsaline to very slightly saline (0.0 to 2.0 mmhos/cm)  
*Available water storage in profile:* Very high (about 12.1 inches)

#### Interpretive groups

*Land capability classification (irrigated):* 3e  
*Land capability classification (nonirrigated):* 3e  
*Hydrologic Soil Group:* B  
*Ecological site:* LOAMY 10-12 PZ (R008XY110OR)  
*Hydric soil rating:* No

## 75B—Willis silt loam, 2 to 5 percent slopes

### Map Unit Setting

*National map unit symbol:* 21wf  
*Elevation:* 1,000 to 2,000 feet  
*Mean annual precipitation:* 9 to 11 inches  
*Mean annual air temperature:* 48 to 51 degrees F  
*Frost-free period:* 140 to 180 days  
*Farmland classification:* Prime farmland if irrigated

### Map Unit Composition

*Willis and similar soils:* 90 percent  
*Estimates are based on observations, descriptions, and transects of the mapunit.*

### Description of Willis

#### Setting

*Landform:* Plateaus  
*Landform position (two-dimensional):* Summit  
*Landform position (three-dimensional):* Interfluve  
*Down-slope shape:* Linear  
*Across-slope shape:* Linear  
*Parent material:* Loess over cemented alluvium

#### Typical profile

*H1 - 0 to 12 inches:* silt loam  
*H2 - 12 to 27 inches:* silt loam  
*H3 - 27 to 35 inches:* silt loam  
*H4 - 35 to 39 inches:* cemented material

#### Properties and qualities

*Slope:* 2 to 5 percent  
*Depth to restrictive feature:* 20 to 40 inches to duripan  
*Natural drainage class:* Well drained  
*Capacity of the most limiting layer to transmit water (Ksat):* Very low to moderately low (0.00 to 0.06 in/hr)  
*Depth to water table:* More than 80 inches  
*Frequency of flooding:* None  
*Frequency of ponding:* None  
*Calcium carbonate, maximum in profile:* 10 percent  
*Salinity, maximum in profile:* Nonsaline to very slightly saline (0.0 to 2.0 mmhos/cm)  
*Available water storage in profile:* Moderate (about 6.8 inches)

#### Interpretive groups

*Land capability classification (irrigated):* 3e  
*Land capability classification (nonirrigated):* 3e  
*Hydrologic Soil Group:* C  
*Ecological site:* LOAMY 8-10 PZ (R007XY014OR)  
*Hydric soil rating:* No

## 75C—Willis silt loam, 5 to 12 percent slopes

### Map Unit Setting

*National map unit symbol:* 21wg

*Elevation:* 1,000 to 2,000 feet

*Mean annual precipitation:* 9 to 11 inches

*Mean annual air temperature:* 48 to 51 degrees F

*Frost-free period:* 140 to 180 days

*Farmland classification:* Farmland of statewide importance

### Map Unit Composition

*Willis and similar soils:* 90 percent

*Estimates are based on observations, descriptions, and transects of the mapunit.*

### Description of Willis

#### Setting

*Landform:* Plateaus

*Landform position (two-dimensional):* Summit

*Landform position (three-dimensional):* Interfluve

*Down-slope shape:* Linear

*Across-slope shape:* Linear

*Parent material:* Loess over cemented alluvium

#### Typical profile

*H1 - 0 to 12 inches:* silt loam

*H2 - 12 to 27 inches:* silt loam

*H3 - 27 to 35 inches:* silt loam

*H4 - 35 to 39 inches:* cemented material

#### Properties and qualities

*Slope:* 5 to 12 percent

*Depth to restrictive feature:* 20 to 40 inches to duripan

*Natural drainage class:* Well drained

*Capacity of the most limiting layer to transmit water (Ksat):* Very low to moderately low (0.00 to 0.06 in/hr)

*Depth to water table:* More than 80 inches

*Frequency of flooding:* None

*Frequency of ponding:* None

*Calcium carbonate, maximum in profile:* 10 percent

*Salinity, maximum in profile:* Nonsaline to very slightly saline (0.0 to 2.0 mmhos/cm)

*Available water storage in profile:* Moderate (about 6.8 inches)

#### Interpretive groups

*Land capability classification (irrigated):* 3e

*Land capability classification (nonirrigated):* 3e

*Hydrologic Soil Group:* C

*Ecological site:* LOAMY 8-10 PZ (R007XY014OR)

*Hydric soil rating:* No

## 78—Xeric Torriorthents, nearly level

### Map Unit Setting

*National map unit symbol:* 21wl

*Elevation:* 300 to 800 feet

*Mean annual precipitation:* 8 to 9 inches

*Mean annual air temperature:* 49 to 54 degrees F

*Frost-free period:* 140 to 180 days

*Farmland classification:* Farmland of statewide importance

### Map Unit Composition

*Xeric torriorthents and similar soils:* 85 percent

*Estimates are based on observations, descriptions, and transects of the mapunit.*

### Description of Xeric Torriorthents

#### Setting

*Landform:* Flood plains

*Landform position (three-dimensional):* Tread

*Down-slope shape:* Linear

*Across-slope shape:* Linear

*Parent material:* Eolian sands and alluvium

#### Typical profile

*H1 - 0 to 6 inches:* sandy loam

*H2 - 6 to 15 inches:* fine sandy loam

*H3 - 15 to 30 inches:* gravelly sandy loam

*H4 - 30 to 60 inches:* very gravelly loamy sand

#### Properties and qualities

*Slope:* 0 to 2 percent

*Depth to restrictive feature:* More than 80 inches

*Natural drainage class:* Somewhat excessively drained

*Capacity of the most limiting layer to transmit water (Ksat):* High to very high (5.95 to 19.98 in/hr)

*Depth to water table:* More than 80 inches

*Frequency of flooding:* None

*Frequency of ponding:* None

*Available water storage in profile:* Low (about 4.0 inches)

#### Interpretive groups

*Land capability classification (irrigated):* 3e

*Land capability classification (nonirrigated):* 6e

*Hydrologic Soil Group:* A

*Ecological site:* SANDY 8-10 PZ (R007XY012OR)

*Hydric soil rating:* No



# **Soil Information for All Uses**

---

## **Suitabilities and Limitations for Use**

The Suitabilities and Limitations for Use section includes various soil interpretations displayed as thematic maps with a summary table for the soil map units in the selected area of interest. A single value or rating for each map unit is generated by aggregating the interpretive ratings of individual map unit components. This aggregation process is defined for each interpretation.

## **Building Site Development**

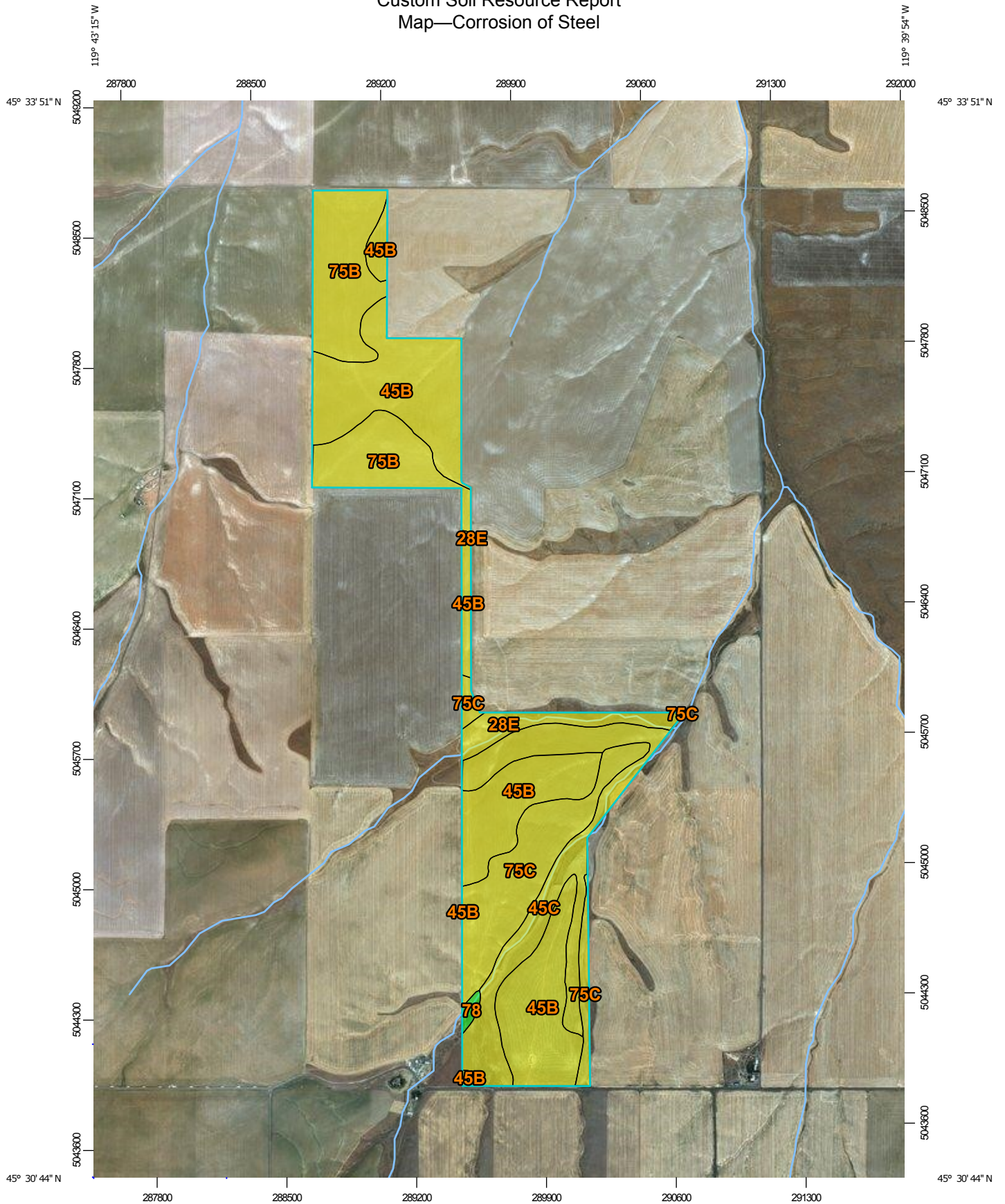
Building site development interpretations are designed to be used as tools for evaluating soil suitability and identifying soil limitations for various construction purposes. As part of the interpretation process, the rating applies to each soil in its described condition and does not consider present land use. Example interpretations can include corrosion of concrete and steel, shallow excavations, dwellings with and without basements, small commercial buildings, local roads and streets, and lawns and landscaping.

## **Corrosion of Steel**

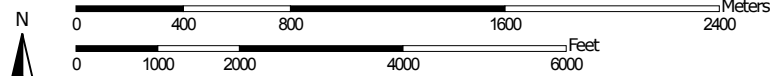
"Risk of corrosion" pertains to potential soil-induced electrochemical or chemical action that corrodes or weakens uncoated steel. The rate of corrosion of uncoated steel is related to such factors as soil moisture, particle-size distribution, acidity, and electrical conductivity of the soil. Special site examination and design may be needed if the combination of factors results in a severe hazard of corrosion. The steel in installations that intersect soil boundaries or soil layers is more susceptible to corrosion than the steel in installations that are entirely within one kind of soil or within one soil layer.

The risk of corrosion is expressed as "low," "moderate," or "high."

# Custom Soil Resource Report Map—Corrosion of Steel




Map Scale: 1:28,200 if printed on A portrait (8.5" x 11") sheet.




Map projection: Web Mercator Corner coordinates: WGS84 Edge tics: UTM Zone 11N WGS84

## MAP LEGEND

### Area of Interest (AOI)





 Area of Interest (AOI)

### Background





 Aerial Photography

### Soils





#### Soil Rating Polygons

-  High
-  Moderate
-  Low
-  Not rated or not available


#### Soil Rating Lines

-  High
-  Moderate
-  Low
-  Not rated or not available






#### Soil Rating Points

-  High
-  Moderate
-  Low
-  Not rated or not available

### Water Features

 Streams and Canals

### Transportation

-  Rails
-  Interstate Highways
-  US Routes
-  Major Roads
-  Local Roads

## MAP INFORMATION

The soil surveys that comprise your AOI were mapped at 1:24,000.

Please rely on the bar scale on each map sheet for map measurements.

Source of Map: Natural Resources Conservation Service  
 Web Soil Survey URL:  
 Coordinate System: Web Mercator (EPSG:3857)

Maps from the Web Soil Survey are based on the Web Mercator projection, which preserves direction and shape but distorts distance and area. A projection that preserves area, such as the Albers equal-area conic projection, should be used if more accurate calculations of distance or area are required.

This product is generated from the USDA-NRCS certified data as of the version date(s) listed below.

Soil Survey Area: Morrow County, Oregon  
 Survey Area Data: Version 13, Sep 25, 2017

Soil map units are labeled (as space allows) for map scales 1:50,000 or larger.

Date(s) aerial images were photographed: May 30, 2013—Nov 10, 2016

The orthophoto or other base map on which the soil lines were compiled and digitized probably differs from the background imagery displayed on these maps. As a result, some minor shifting of map unit boundaries may be evident.

**Table—Corrosion of Steel**

Map unit symbol	Map unit name	Rating	Acres in AOI	Percent of AOI
28E	Licksillet very stony loam, 7 to 40 percent slopes	Moderate	27.4	4.3%
45B	Ritzville silt loam, 2 to 7 percent slopes	Moderate	260.6	40.9%
45C	Ritzville silt loam, 7 to 12 percent slopes	Moderate	113.2	17.7%
75B	Willis silt loam, 2 to 5 percent slopes	Moderate	129.6	20.3%
75C	Willis silt loam, 5 to 12 percent slopes	Moderate	103.8	16.3%
78	Xeric Torriorthents, nearly level	Low	3.1	0.5%
<b>Totals for Area of Interest</b>			<b>637.7</b>	<b>100.0%</b>

**Rating Options—Corrosion of Steel**

*Aggregation Method:* Dominant Condition

*Component Percent Cutoff:* None Specified

*Tie-break Rule:* Higher

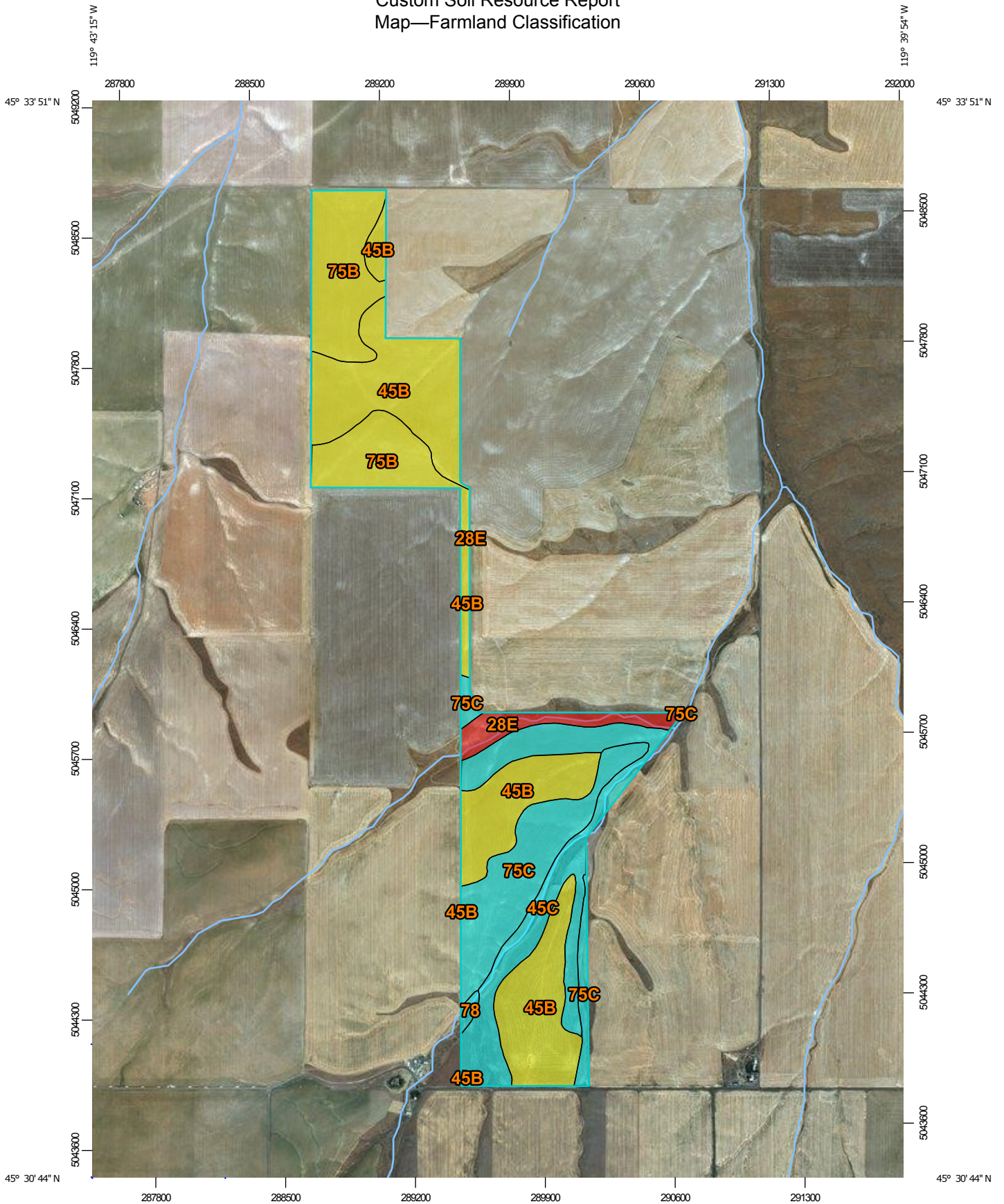
**Land Classifications**

Land Classifications are specified land use and management groupings that are assigned to soil areas because combinations of soil have similar behavior for specified practices. Most are based on soil properties and other factors that directly influence the specific use of the soil. Example classifications include ecological site classification, farmland classification, irrigated and nonirrigated land capability classification, and hydric rating.

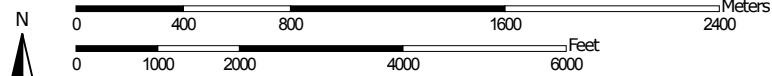
**Farmland Classification**

Farmland classification identifies map units as prime farmland, farmland of statewide importance, farmland of local importance, or unique farmland. It identifies the location and extent of the soils that are best suited to food, feed, fiber, forage, and oilseed crops. NRCS policy and procedures on prime and unique farmlands are published in the "Federal Register," Vol. 43, No. 21, January 31, 1978.

# Custom Soil Resource Report Map—Farmland Classification



Map Scale: 1:28,200 if printed on A portrait (8.5" x 11") sheet.




Map projection: Web Mercator Corner coordinates: WGS84 Edge tics: UTM Zone 11N WGS84

# Custom Soil Resource Report









## MAP LEGEND








### Area of Interest (AOI)

 Area of Interest (AOI)




### Soils








#### Soil Rating Polygons






-  Not prime farmland
-  All areas are prime farmland
-  Prime farmland if drained
-  Prime farmland if protected from flooding or not frequently flooded during the growing season
-  Prime farmland if irrigated
-  Prime farmland if drained and either protected from flooding or not frequently flooded during the growing season
-  Prime farmland if irrigated and drained
-  Prime farmland if irrigated and either protected from flooding or not frequently flooded during the growing season

-  Prime farmland if subsoiled, completely removing the root inhibiting soil layer
-  Prime farmland if irrigated and the product of I (soil erodibility) x C (climate factor) does not exceed 60
-  Prime farmland if irrigated and reclaimed of excess salts and sodium
-  Farmland of statewide importance
-  Farmland of local importance
-  Farmland of unique importance
-  Not rated or not available







#### Soil Rating Lines










-  Not prime farmland
-  All areas are prime farmland
-  Prime farmland if drained

-  Prime farmland if protected from flooding or not frequently flooded during the growing season
-  Prime farmland if irrigated
-  Prime farmland if drained and either protected from flooding or not frequently flooded during the growing season
-  Prime farmland if irrigated and drained
-  Prime farmland if irrigated and either protected from flooding or not frequently flooded during the growing season
-  Prime farmland if subsoiled, completely removing the root inhibiting soil layer
-  Prime farmland if irrigated and the product of I (soil erodibility) x C (climate factor) does not exceed 60

-  Prime farmland if irrigated and reclaimed of excess salts and sodium
-  Farmland of statewide importance
-  Farmland of local importance
-  Farmland of unique importance
-  Not rated or not available








#### Soil Rating Points

-  Not prime farmland
-  All areas are prime farmland
-  Prime farmland if drained
-  Prime farmland if protected from flooding or not frequently flooded during the growing season
-  Prime farmland if irrigated
-  Prime farmland if drained and either protected from flooding or not frequently flooded during the growing season

-  Prime farmland if irrigated and drained
-  Prime farmland if irrigated and either protected from flooding or not frequently flooded during the growing season
-  Prime farmland if subsoiled, completely removing the root inhibiting soil layer
-  Prime farmland if irrigated and the product of I (soil erodibility) x C (climate factor) does not exceed 60
-  Prime farmland if irrigated and reclaimed of excess salts and sodium
-  Farmland of statewide importance
-  Farmland of local importance
-  Farmland of unique importance
-  Not rated or not available

#### Water Features

## MAP INFORMATION

-  Streams and Canals
- Transportation**
-  Rails
-  Interstate Highways
-  US Routes
-  Major Roads
-  Local Roads
- Background**
-  Aerial Photography

The soil surveys that comprise your AOI were mapped at 1:24,000.

Please rely on the bar scale on each map sheet for map measurements.

Source of Map: Natural Resources Conservation Service  
Web Soil Survey URL:  
Coordinate System: Web Mercator (EPSG:3857)

Maps from the Web Soil Survey are based on the Web Mercator projection, which preserves direction and shape but distorts distance and area. A projection that preserves area, such as the Albers equal-area conic projection, should be used if more accurate calculations of distance or area are required.

This product is generated from the USDA-NRCS certified data as of the version date(s) listed below.

Soil Survey Area: Morrow County, Oregon  
Survey Area Data: Version 13, Sep 25, 2017

Soil map units are labeled (as space allows) for map scales 1:50,000 or larger.

Date(s) aerial images were photographed: May 30, 2013—Nov 10, 2016

The orthophoto or other base map on which the soil lines were compiled and digitized probably differs from the background imagery displayed on these maps. As a result, some minor shifting of map unit boundaries may be evident.

**Table—Farmland Classification**

Map unit symbol	Map unit name	Rating	Acres in AOI	Percent of AOI
28E	Licksillet very stony loam, 7 to 40 percent slopes	Not prime farmland	27.4	4.3%
45B	Ritzville silt loam, 2 to 7 percent slopes	Prime farmland if irrigated	260.6	40.9%
45C	Ritzville silt loam, 7 to 12 percent slopes	Farmland of statewide importance	113.2	17.7%
75B	Willis silt loam, 2 to 5 percent slopes	Prime farmland if irrigated	129.6	20.3%
75C	Willis silt loam, 5 to 12 percent slopes	Farmland of statewide importance	103.8	16.3%
78	Xeric Torriorthents, nearly level	Farmland of statewide importance	3.1	0.5%
<b>Totals for Area of Interest</b>			<b>637.7</b>	<b>100.0%</b>

**Rating Options—Farmland Classification**

*Aggregation Method:* No Aggregation Necessary

*Tie-break Rule:* Lower

**Hydric Rating by Map Unit**

This rating indicates the percentage of map units that meets the criteria for hydric soils. Map units are composed of one or more map unit components or soil types, each of which is rated as hydric soil or not hydric. Map units that are made up dominantly of hydric soils may have small areas of minor nonhydric components in the higher positions on the landform, and map units that are made up dominantly of nonhydric soils may have small areas of minor hydric components in the lower positions on the landform. Each map unit is rated based on its respective components and the percentage of each component within the map unit.

The thematic map is color coded based on the composition of hydric components. The five color classes are separated as 100 percent hydric components, 66 to 99 percent hydric components, 33 to 65 percent hydric components, 1 to 32 percent hydric components, and less than one percent hydric components.

In Web Soil Survey, the Summary by Map Unit table that is displayed below the map pane contains a column named 'Rating'. In this column the percentage of each map unit that is classified as hydric is displayed.

Hydric soils are defined by the National Technical Committee for Hydric Soils (NTCHS) as soils that formed under conditions of saturation, flooding, or ponding long enough during the growing season to develop anaerobic conditions in the



## Custom Soil Resource Report

upper part (Federal Register, 1994). Under natural conditions, these soils are either saturated or inundated long enough during the growing season to support the growth and reproduction of hydrophytic vegetation.

The NTCHS definition identifies general soil properties that are associated with wetness. In order to determine whether a specific soil is a hydric soil or nonhydric soil, however, more specific information, such as information about the depth and duration of the water table, is needed. Thus, criteria that identify those estimated soil properties unique to hydric soils have been established (Federal Register, 2002). These criteria are used to identify map unit components that normally are associated with wetlands. The criteria used are selected estimated soil properties that are described in "Soil Taxonomy" (Soil Survey Staff, 1999) and "Keys to Soil Taxonomy" (Soil Survey Staff, 2006) and in the "Soil Survey Manual" (Soil Survey Division Staff, 1993).

If soils are wet enough for a long enough period of time to be considered hydric, they should exhibit certain properties that can be easily observed in the field. These visible properties are indicators of hydric soils. The indicators used to make onsite determinations of hydric soils are specified in "Field Indicators of Hydric Soils in the United States" (Hurt and Vasilas, 2006).

### References:

Federal Register. July 13, 1994. Changes in hydric soils of the United States.

Federal Register. September 18, 2002. Hydric soils of the United States.

Hurt, G.W., and L.M. Vasilas, editors. Version 6.0, 2006. Field indicators of hydric soils in the United States.

Soil Survey Division Staff. 1993. Soil survey manual. Soil Conservation Service. U.S. Department of Agriculture Handbook 18.

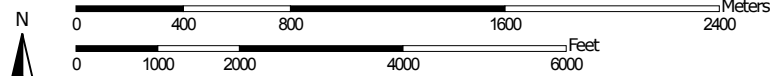
Soil Survey Staff. 1999. Soil taxonomy: A basic system of soil classification for making and interpreting soil surveys. 2nd edition. Natural Resources Conservation Service. U.S. Department of Agriculture Handbook 436.

Soil Survey Staff. 2006. Keys to soil taxonomy. 10th edition. U.S. Department of Agriculture, Natural Resources Conservation Service.

# Custom Soil Resource Report Map—Hydric Rating by Map Unit




Map Scale: 1:28,200 if printed on A portrait (8.5" x 11") sheet.



Map projection: Web Mercator Corner coordinates: WGS84 Edge tics: UTM Zone 11N WGS84







### MAP LEGEND

**Area of Interest (AOI)**







 Area of Interest (AOI)

**Soils**







**Soil Rating Polygons**

-  Hydric (100%)
-  Hydric (66 to 99%)
-  Hydric (33 to 65%)
-  Hydric (1 to 32%)
-  Not Hydric (0%)
-  Not rated or not available


**Soil Rating Lines**

-  Hydric (100%)
-  Hydric (66 to 99%)
-  Hydric (33 to 65%)
-  Hydric (1 to 32%)
-  Not Hydric (0%)
-  Not rated or not available






**Soil Rating Points**

-  Hydric (100%)
-  Hydric (66 to 99%)
-  Hydric (33 to 65%)
-  Hydric (1 to 32%)
-  Not Hydric (0%)
-  Not rated or not available


**Water Features**

 Streams and Canals

**Transportation**

-  Rails
-  Interstate Highways
-  US Routes
-  Major Roads
-  Local Roads

**Background**

 Aerial Photography

### MAP INFORMATION

The soil surveys that comprise your AOI were mapped at 1:24,000.

Please rely on the bar scale on each map sheet for map measurements.

Source of Map: Natural Resources Conservation Service  
 Web Soil Survey URL:  
 Coordinate System: Web Mercator (EPSG:3857)

Maps from the Web Soil Survey are based on the Web Mercator projection, which preserves direction and shape but distorts distance and area. A projection that preserves area, such as the Albers equal-area conic projection, should be used if more accurate calculations of distance or area are required.

This product is generated from the USDA-NRCS certified data as of the version date(s) listed below.

Soil Survey Area: Morrow County, Oregon  
 Survey Area Data: Version 13, Sep 25, 2017

Soil map units are labeled (as space allows) for map scales 1:50,000 or larger.

Date(s) aerial images were photographed: May 30, 2013—Nov 10, 2016

The orthophoto or other base map on which the soil lines were compiled and digitized probably differs from the background imagery displayed on these maps. As a result, some minor shifting of map unit boundaries may be evident.

**Table—Hydric Rating by Map Unit**

Map unit symbol	Map unit name	Rating	Acres in AOI	Percent of AOI
28E	Licksillet very stony loam, 7 to 40 percent slopes	0	27.4	4.3%
45B	Ritzville silt loam, 2 to 7 percent slopes	0	260.6	40.9%
45C	Ritzville silt loam, 7 to 12 percent slopes	0	113.2	17.7%
75B	Willis silt loam, 2 to 5 percent slopes	0	129.6	20.3%
75C	Willis silt loam, 5 to 12 percent slopes	0	103.8	16.3%
78	Xeric Torriorthents, nearly level	0	3.1	0.5%
<b>Totals for Area of Interest</b>			<b>637.7</b>	<b>100.0%</b>

**Rating Options—Hydric Rating by Map Unit**

*Aggregation Method: Percent Present*

*Component Percent Cutoff: None Specified*

*Tie-break Rule: Lower*

**Nonirrigated Capability Class**

Land capability classification shows, in a general way, the suitability of soils for most kinds of field crops. Crops that require special management are excluded. The soils are grouped according to their limitations for field crops, the risk of damage if they are used for crops, and the way they respond to management. The criteria used in grouping the soils do not include major and generally expensive landforming that would change slope, depth, or other characteristics of the soils, nor do they include possible but unlikely major reclamation projects. Capability classification is not a substitute for interpretations that show suitability and limitations of groups of soils for rangeland, for woodland, or for engineering purposes.

In the capability system, soils are generally grouped at three levels-capability class, subclass, and unit. Only class and subclass are included in this data set.

Capability classes, the broadest groups, are designated by the numbers 1 through 8. The numbers indicate progressively greater limitations and narrower choices for practical use. The classes are defined as follows:

Class 1 soils have few limitations that restrict their use.

## Custom Soil Resource Report

Class 2 soils have moderate limitations that reduce the choice of plants or that require moderate conservation practices.

Class 3 soils have severe limitations that reduce the choice of plants or that require special conservation practices, or both.

Class 4 soils have very severe limitations that reduce the choice of plants or that require very careful management, or both.

Class 5 soils are subject to little or no erosion but have other limitations, impractical to remove, that restrict their use mainly to pasture, rangeland, forestland, or wildlife habitat.

Class 6 soils have severe limitations that make them generally unsuitable for cultivation and that restrict their use mainly to pasture, rangeland, forestland, or wildlife habitat.

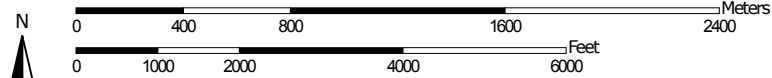
Class 7 soils have very severe limitations that make them unsuitable for cultivation and that restrict their use mainly to grazing, forestland, or wildlife habitat.

Class 8 soils and miscellaneous areas have limitations that preclude commercial plant production and that restrict their use to recreational purposes, wildlife habitat, watershed, or esthetic purposes.

# Custom Soil Resource Report Map—Nonirrigated Capability Class




Map Scale: 1:28,200 if printed on A portrait (8.5" x 11") sheet.



Map projection: Web Mercator Corner coordinates: WGS84 Edge tics: UTM Zone 11N WGS84










### MAP LEGEND

**Area of Interest (AOI)**










 Area of Interest (AOI)

**Soils**



**Soil Rating Polygons**








-  Capability Class - I
-  Capability Class - II
-  Capability Class - III
-  Capability Class - IV
-  Capability Class - V
-  Capability Class - VI
-  Capability Class - VII
-  Capability Class - VIII
-  Not rated or not available

**Soil Rating Lines**


-  Capability Class - I
-  Capability Class - II
-  Capability Class - III
-  Capability Class - IV
-  Capability Class - V
-  Capability Class - VI
-  Capability Class - VII
-  Capability Class - VIII
-  Not rated or not available

**Soil Rating Points**






-  Capability Class - I
-  Capability Class - II

-  Capability Class - III
-  Capability Class - IV
-  Capability Class - V
-  Capability Class - VI
-  Capability Class - VII
-  Capability Class - VIII
-  Not rated or not available


**Water Features**

 Streams and Canals

**Transportation**

-  Rails
-  Interstate Highways
-  US Routes
-  Major Roads
-  Local Roads

**Background**

 Aerial Photography

### MAP INFORMATION

The soil surveys that comprise your AOI were mapped at 1:24,000.

Please rely on the bar scale on each map sheet for map measurements.

Source of Map: Natural Resources Conservation Service  
 Web Soil Survey URL:  
 Coordinate System: Web Mercator (EPSG:3857)

Maps from the Web Soil Survey are based on the Web Mercator projection, which preserves direction and shape but distorts distance and area. A projection that preserves area, such as the Albers equal-area conic projection, should be used if more accurate calculations of distance or area are required.

This product is generated from the USDA-NRCS certified data as of the version date(s) listed below.

Soil Survey Area: Morrow County, Oregon  
 Survey Area Data: Version 13, Sep 25, 2017

Soil map units are labeled (as space allows) for map scales 1:50,000 or larger.

Date(s) aerial images were photographed: May 30, 2013—Nov 10, 2016

The orthophoto or other base map on which the soil lines were compiled and digitized probably differs from the background imagery displayed on these maps. As a result, some minor shifting of map unit boundaries may be evident.

**Table—Nonirrigated Capability Class**

Map unit symbol	Map unit name	Rating	Acres in AOI	Percent of AOI
28E	Lickskillet very stony loam, 7 to 40 percent slopes	7	27.4	4.3%
45B	Ritzville silt loam, 2 to 7 percent slopes	3	260.6	40.9%
45C	Ritzville silt loam, 7 to 12 percent slopes	3	113.2	17.7%
75B	Willis silt loam, 2 to 5 percent slopes	3	129.6	20.3%
75C	Willis silt loam, 5 to 12 percent slopes	3	103.8	16.3%
78	Xeric Torriorthents, nearly level	6	3.1	0.5%
<b>Totals for Area of Interest</b>			<b>637.7</b>	<b>100.0%</b>

**Rating Options—Nonirrigated Capability Class**

*Aggregation Method:* Dominant Condition

*Component Percent Cutoff:* None Specified

*Tie-break Rule:* Higher

**Nonirrigated Capability Subclass**

Land capability classification shows, in a general way, the suitability of soils for most kinds of field crops. Crops that require special management are excluded. The soils are grouped according to their limitations for field crops, the risk of damage if they are used for crops, and the way they respond to management. The criteria used in grouping the soils do not include major and generally expensive landforming that would change slope, depth, or other characteristics of the soils, nor do they include possible but unlikely major reclamation projects. Capability classification is not a substitute for interpretations that show suitability and limitations of groups of soils for rangeland, for woodland, or for engineering purposes.

In the capability system, soils are generally grouped at three levels-capability class, subclass, and unit. Only class and subclass are included in this data set.

Capability subclasses are soil groups within one capability class. They are designated by adding a small letter, "e," "w," "s," or "c," to the class numeral, for example, 2e. The letter "e" shows that the main hazard is the risk of erosion unless close-growing plant cover is maintained; "w" shows that water in or on the soil interferes with plant growth or cultivation (in some soils the wetness can be partly corrected by artificial drainage); "s" shows that the soil is limited mainly because it is

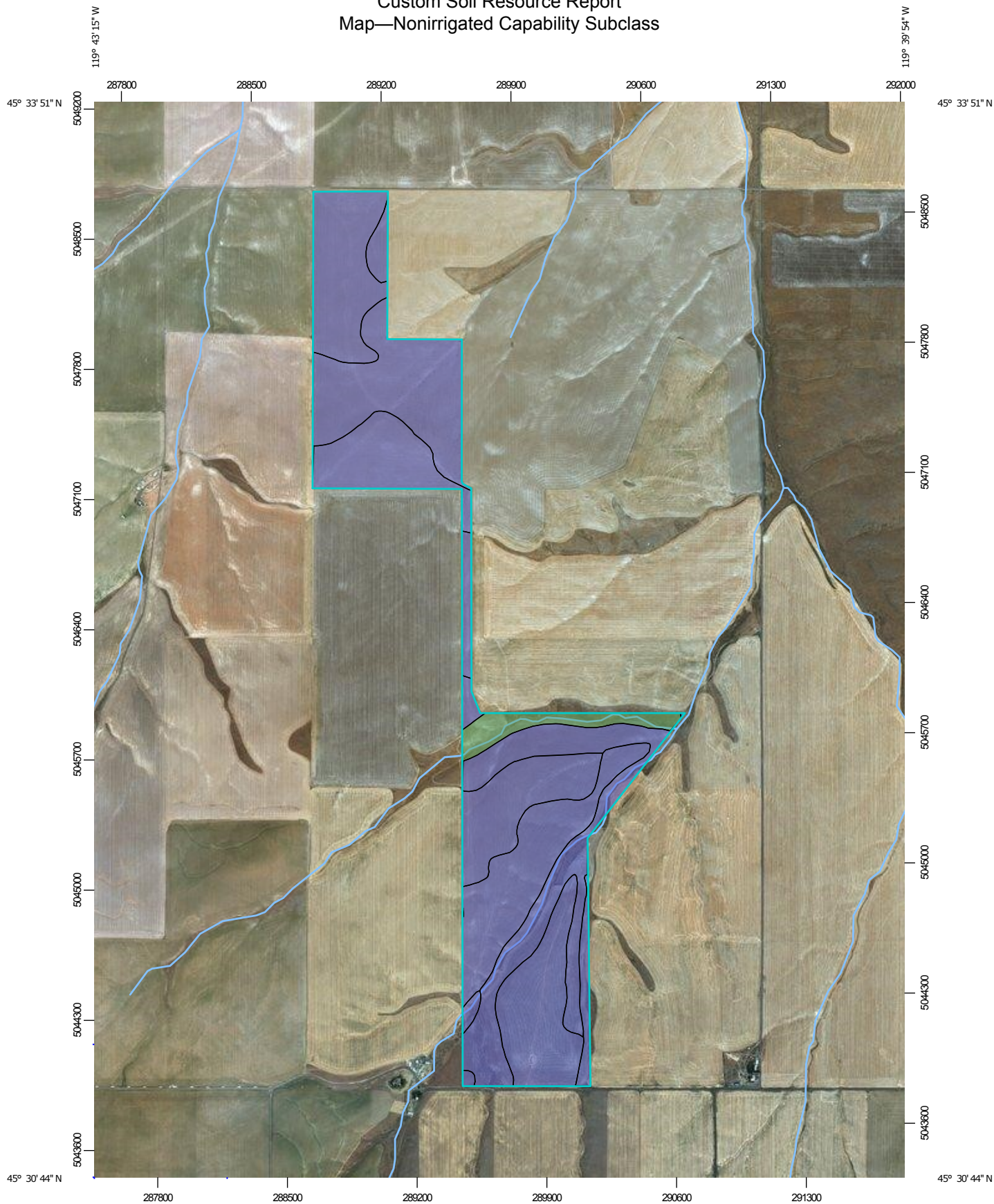


## Custom Soil Resource Report

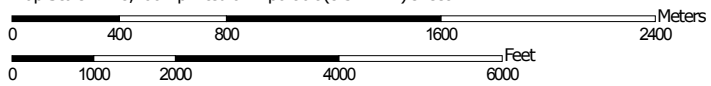
shallow, droughty, or stony; and "c," used in only some parts of the United States, shows that the chief limitation is climate that is very cold or very dry.

In class 1 there are no subclasses because the soils of this class have few limitations. Class 5 contains only the subclasses indicated by "w," "s," or "c" because the soils in class 5 are subject to little or no erosion. They have other limitations that restrict their use to pasture, rangeland, forestland, or wildlife habitat.

# Custom Soil Resource Report Map—Nonirrigated Capability Subclass




Map Scale: 1:28,200 if printed on A portrait (8.5" x 11") sheet.



Map projection: Web Mercator Corner coordinates: WGS84 Edge tics: UTM Zone 11N WGS84






### MAP LEGEND

**Area of Interest (AOI)**






 Area of Interest (AOI)

**Soils**






**Soil Rating Polygons**

-  Erosion
-  Soil limitation within the rooting zone
-  Excess water
-  Climate condition
-  Not rated or not available


**Soil Rating Lines**

-  Erosion
-  Soil limitation within the rooting zone
-  Excess water
-  Climate condition
-  Not rated or not available






**Soil Rating Points**

-  Erosion
-  Soil limitation within the rooting zone
-  Excess water
-  Climate condition
-  Not rated or not available


**Water Features**

 Streams and Canals

**Transportation**

-  Rails
-  Interstate Highways
-  US Routes
-  Major Roads
-  Local Roads

**Background**

 Aerial Photography

### MAP INFORMATION

The soil surveys that comprise your AOI were mapped at 1:24,000.

Please rely on the bar scale on each map sheet for map measurements.

Source of Map: Natural Resources Conservation Service  
 Web Soil Survey URL:  
 Coordinate System: Web Mercator (EPSG:3857)

Maps from the Web Soil Survey are based on the Web Mercator projection, which preserves direction and shape but distorts distance and area. A projection that preserves area, such as the Albers equal-area conic projection, should be used if more accurate calculations of distance or area are required.

This product is generated from the USDA-NRCS certified data as of the version date(s) listed below.

Soil Survey Area: Morrow County, Oregon  
 Survey Area Data: Version 13, Sep 25, 2017

Soil map units are labeled (as space allows) for map scales 1:50,000 or larger.

Date(s) aerial images were photographed: May 30, 2013—Nov 10, 2016

The orthophoto or other base map on which the soil lines were compiled and digitized probably differs from the background imagery displayed on these maps. As a result, some minor shifting of map unit boundaries may be evident.

**Table—Nonirrigated Capability Subclass**

Map unit symbol	Map unit name	Rating	Acres in AOI	Percent of AOI
28E	Licksillet very stony loam, 7 to 40 percent slopes	s	27.4	4.3%
45B	Ritzville silt loam, 2 to 7 percent slopes	e	260.6	40.9%
45C	Ritzville silt loam, 7 to 12 percent slopes	e	113.2	17.7%
75B	Willis silt loam, 2 to 5 percent slopes	e	129.6	20.3%
75C	Willis silt loam, 5 to 12 percent slopes	e	103.8	16.3%
78	Xeric Torriorthents, nearly level	e	3.1	0.5%
<b>Totals for Area of Interest</b>			<b>637.7</b>	<b>100.0%</b>

**Rating Options—Nonirrigated Capability Subclass**

*Aggregation Method:* Dominant Condition  
*Component Percent Cutoff:* None Specified  
*Tie-break Rule:* Lower

**Soil Taxonomy Classification**

This rating presents the taxonomic classification based on Soil Taxonomy.

The system of soil classification used by the National Cooperative Soil Survey has six categories (Soil Survey Staff, 1999 and 2003). Beginning with the broadest, these categories are the order, suborder, great group, subgroup, family, and series. Classification is based on soil properties observed in the field or inferred from those observations or from laboratory measurements. This table shows the classification of the soils in the survey area. The categories are defined in the following paragraphs.

**ORDER.** Twelve soil orders are recognized. The differences among orders reflect the dominant soil-forming processes and the degree of soil formation. Each order is identified by a word ending in sol. An example is Alfisols.

**SUBORDER.** Each order is divided into suborders primarily on the basis of properties that influence soil genesis and are important to plant growth or properties that reflect the most important variables within the orders. The last syllable in the name of a suborder indicates the order. An example is Udalfs (Ud, meaning humid, plus alf, from Alfisols).

## Custom Soil Resource Report

**GREAT GROUP.** Each suborder is divided into great groups on the basis of close similarities in kind, arrangement, and degree of development of pedogenic horizons; soil moisture and temperature regimes; type of saturation; and base status. Each great group is identified by the name of a suborder and by a prefix that indicates a property of the soil. An example is Hapludalfs (Hapl, meaning minimal horizonation, plus udalfs, the suborder of the Alfisols that has a udic moisture regime).

**SUBGROUP.** Each great group has a typic subgroup. Other subgroups are intergrades or extragrades. The typic subgroup is the central concept of the great group; it is not necessarily the most extensive. Intergrades are transitions to other orders, suborders, or great groups. Extragrades have some properties that are not representative of the great group but do not indicate transitions to any other taxonomic class. Each subgroup is identified by one or more adjectives preceding the name of the great group. The adjective Typic identifies the subgroup that typifies the great group. An example is Typic Hapludalfs.

**FAMILY.** Families are established within a subgroup on the basis of physical and chemical properties and other characteristics that affect management. Generally, the properties are those of horizons below plow depth where there is much biological activity. Among the properties and characteristics considered are particle-size class, mineralogy class, cation-exchange activity class, soil temperature regime, soil depth, and reaction class. A family name consists of the name of a subgroup preceded by terms that indicate soil properties. An example is fine-loamy, mixed, active, mesic Typic Hapludalfs.

**SERIES.** The series consists of soils within a family that have horizons similar in color, texture, structure, reaction, consistence, mineral and chemical composition, and arrangement in the profile.

### References:

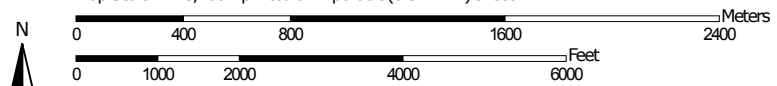
Soil Survey Staff. 1999. Soil taxonomy: A basic system of soil classification for making and interpreting soil surveys. 2nd edition. Natural Resources Conservation Service. U.S. Department of Agriculture Handbook 436.

Soil Survey Staff. 2006. Keys to soil taxonomy. 10th edition. U.S. Department of Agriculture, Natural Resources Conservation Service. (The soils in a given survey area may have been classified according to earlier editions of this publication.)

# Custom Soil Resource Report Map—Soil Taxonomy Classification




Map Scale: 1:28,200 if printed on A portrait (8.5" x 11") sheet.



Map projection: Web Mercator Corner coordinates: WGS84 Edge tics: UTM Zone 11N WGS84






### MAP LEGEND

**Area of Interest (AOI)**





 Area of Interest (AOI)


**Soils**

**Soil Rating Polygons**






-  Coarse-silty, mixed, superactive, mesic Calcic Haploxerolls
-  Coarse-silty, mixed, superactive, mesic Haploduridic Durixerolls
-  Loamy-skeletal, mixed, superactive, mesic Lithic Haploxerolls
-  Xeric Torriorthents
-  Not rated or not available

**Soil Rating Lines**


-  Coarse-silty, mixed, superactive, mesic Calcic Haploxerolls
-  Coarse-silty, mixed, superactive, mesic Haploduridic Durixerolls
-  Loamy-skeletal, mixed, superactive, mesic Lithic Haploxerolls
-  Xeric Torriorthents

 Not rated or not available






**Soil Rating Points**

-  Coarse-silty, mixed, superactive, mesic Calcic Haploxerolls
-  Coarse-silty, mixed, superactive, mesic Haploduridic Durixerolls
-  Loamy-skeletal, mixed, superactive, mesic Lithic Haploxerolls
-  Xeric Torriorthents
-  Not rated or not available


**Water Features**

 Streams and Canals

**Transportation**

-  Rails
-  Interstate Highways
-  US Routes
-  Major Roads
-  Local Roads

**Background**

 Aerial Photography

### MAP INFORMATION

The soil surveys that comprise your AOI were mapped at 1:24,000.

Please rely on the bar scale on each map sheet for map measurements.

Source of Map: Natural Resources Conservation Service  
 Web Soil Survey URL:  
 Coordinate System: Web Mercator (EPSG:3857)

Maps from the Web Soil Survey are based on the Web Mercator projection, which preserves direction and shape but distorts distance and area. A projection that preserves area, such as the Albers equal-area conic projection, should be used if more accurate calculations of distance or area are required.

This product is generated from the USDA-NRCS certified data as of the version date(s) listed below.

Soil Survey Area: Morrow County, Oregon  
 Survey Area Data: Version 13, Sep 25, 2017

Soil map units are labeled (as space allows) for map scales 1:50,000 or larger.

Date(s) aerial images were photographed: May 30, 2013—Nov 10, 2016

The orthophoto or other base map on which the soil lines were compiled and digitized probably differs from the background imagery displayed on these maps. As a result, some minor shifting of map unit boundaries may be evident.

**Table—Soil Taxonomy Classification**

Map unit symbol	Map unit name	Rating	Acres in AOI	Percent of AOI
28E	Licksillet very stony loam, 7 to 40 percent slopes	Loamy-skeletal, mixed, superactive, mesic Lithic Haploxerolls	27.4	4.3%
45B	Ritzville silt loam, 2 to 7 percent slopes	Coarse-silty, mixed, superactive, mesic Calcic Haploxerolls	260.6	40.9%
45C	Ritzville silt loam, 7 to 12 percent slopes	Coarse-silty, mixed, superactive, mesic Calcic Haploxerolls	113.2	17.7%
75B	Willis silt loam, 2 to 5 percent slopes	Coarse-silty, mixed, superactive, mesic Haploduridic Durixerolls	129.6	20.3%
75C	Willis silt loam, 5 to 12 percent slopes	Coarse-silty, mixed, superactive, mesic Haploduridic Durixerolls	103.8	16.3%
78	Xeric Torriorthents, nearly level	Xeric Torriorthents	3.1	0.5%
<b>Totals for Area of Interest</b>			<b>637.7</b>	<b>100.0%</b>

**Rating Options—Soil Taxonomy Classification**

*Aggregation Method:* Dominant Condition

*Component Percent Cutoff:* None Specified

*Tie-break Rule:* Lower

**Soil Taxonomy Classification**

This rating presents the taxonomic classification based on Soil Taxonomy.

The system of soil classification used by the National Cooperative Soil Survey has six categories (Soil Survey Staff, 1999 and 2003). Beginning with the broadest, these categories are the order, suborder, great group, subgroup, family, and series. Classification is based on soil properties observed in the field or inferred from those observations or from laboratory measurements. This table shows the classification of the soils in the survey area. The categories are defined in the following paragraphs.

ORDER. Twelve soil orders are recognized. The differences among orders reflect the dominant soil-forming processes and the degree of soil formation. Each order is identified by a word ending in sol. An example is Alfisols.



## Custom Soil Resource Report

**SUBORDER.** Each order is divided into suborders primarily on the basis of properties that influence soil genesis and are important to plant growth or properties that reflect the most important variables within the orders. The last syllable in the name of a suborder indicates the order. An example is Udalfs (Ud, meaning humid, plus alf, from Alfisols).

**GREAT GROUP.** Each suborder is divided into great groups on the basis of close similarities in kind, arrangement, and degree of development of pedogenic horizons; soil moisture and temperature regimes; type of saturation; and base status. Each great group is identified by the name of a suborder and by a prefix that indicates a property of the soil. An example is Hapludalfs (Hapl, meaning minimal horizonation, plus udalf, the suborder of the Alfisols that has a udic moisture regime).

**SUBGROUP.** Each great group has a typic subgroup. Other subgroups are intergrades or extragrades. The typic subgroup is the central concept of the great group; it is not necessarily the most extensive. Intergrades are transitions to other orders, suborders, or great groups. Extragrades have some properties that are not representative of the great group but do not indicate transitions to any other taxonomic class. Each subgroup is identified by one or more adjectives preceding the name of the great group. The adjective Typic identifies the subgroup that typifies the great group. An example is Typic Hapludalfs.

**FAMILY.** Families are established within a subgroup on the basis of physical and chemical properties and other characteristics that affect management. Generally, the properties are those of horizons below plow depth where there is much biological activity. Among the properties and characteristics considered are particle-size class, mineralogy class, cation-exchange activity class, soil temperature regime, soil depth, and reaction class. A family name consists of the name of a subgroup preceded by terms that indicate soil properties. An example is fine-loamy, mixed, active, mesic Typic Hapludalfs.

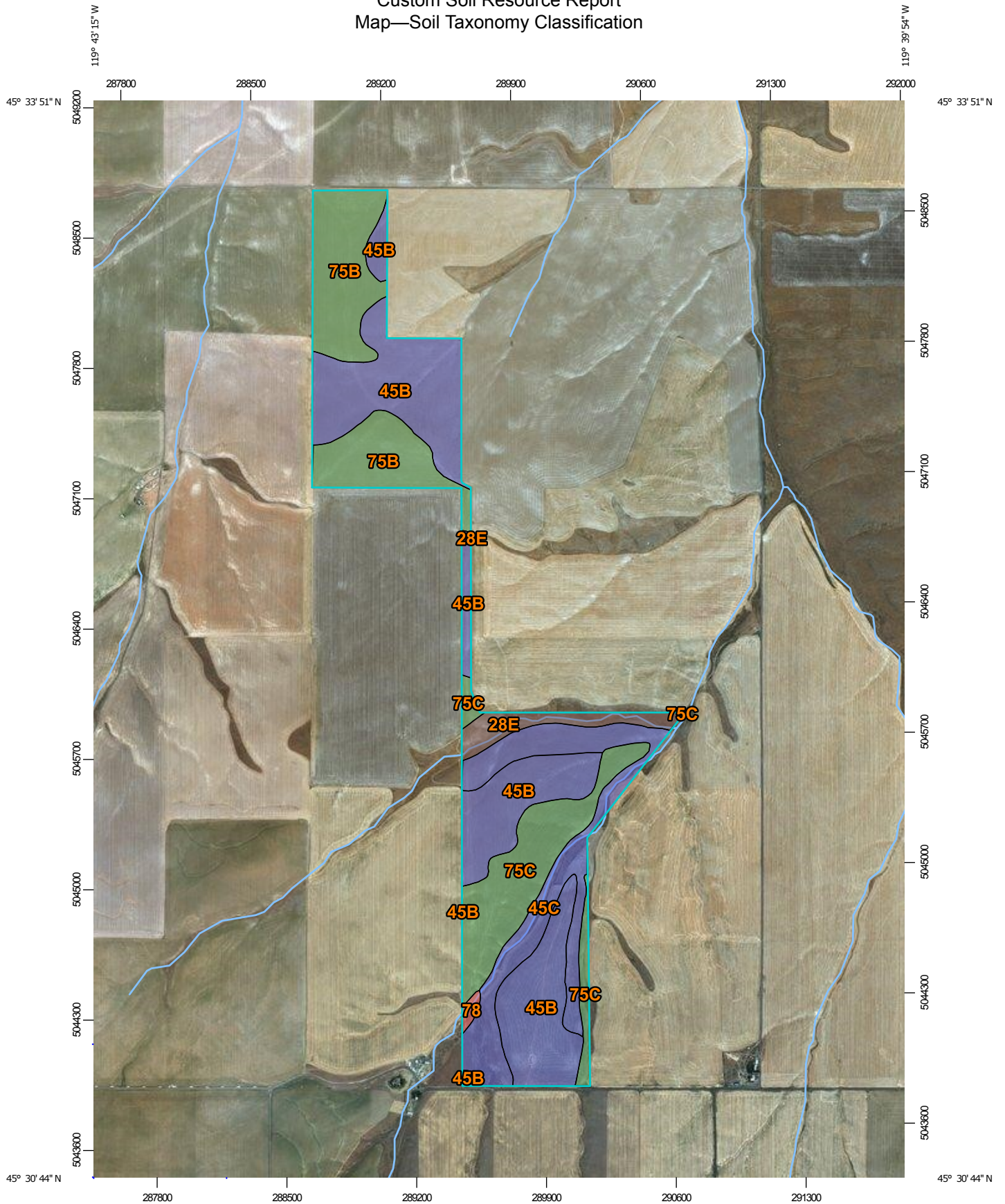
**SERIES.** The series consists of soils within a family that have horizons similar in color, texture, structure, reaction, consistence, mineral and chemical composition, and arrangement in the profile.

### References:

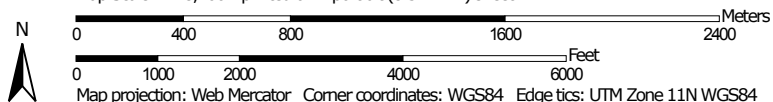
Soil Survey Staff. 1999. Soil taxonomy: A basic system of soil classification for making and interpreting soil surveys. 2nd edition. Natural Resources Conservation Service. U.S. Department of Agriculture Handbook 436.

Soil Survey Staff. 2006. Keys to soil taxonomy. 10th edition. U.S. Department of Agriculture, Natural Resources Conservation Service. (The soils in a given survey area may have been classified according to earlier editions of this publication.)

# Custom Soil Resource Report Map—Soil Taxonomy Classification




Map Scale: 1:28,200 if printed on A portrait (8.5" x 11") sheet.



Map projection: Web Mercator Corner coordinates: WGS84 Edge tics: UTM Zone 11N WGS84






### MAP LEGEND

**Area of Interest (AOI)**





 Area of Interest (AOI)


**Soils**

**Soil Rating Polygons**






-  Coarse-silty, mixed, superactive, mesic Calcic Haploxerolls
-  Coarse-silty, mixed, superactive, mesic Haploduridic Durixerolls
-  Loamy-skeletal, mixed, superactive, mesic Lithic Haploxerolls
-  Xeric Torriorthents
-  Not rated or not available

**Soil Rating Lines**


-  Coarse-silty, mixed, superactive, mesic Calcic Haploxerolls
-  Coarse-silty, mixed, superactive, mesic Haploduridic Durixerolls
-  Loamy-skeletal, mixed, superactive, mesic Lithic Haploxerolls
-  Xeric Torriorthents

 Not rated or not available






**Soil Rating Points**

-  Coarse-silty, mixed, superactive, mesic Calcic Haploxerolls
-  Coarse-silty, mixed, superactive, mesic Haploduridic Durixerolls
-  Loamy-skeletal, mixed, superactive, mesic Lithic Haploxerolls
-  Xeric Torriorthents
-  Not rated or not available


**Water Features**

 Streams and Canals

**Transportation**

-  Rails
-  Interstate Highways
-  US Routes
-  Major Roads
-  Local Roads

**Background**

 Aerial Photography

### MAP INFORMATION

The soil surveys that comprise your AOI were mapped at 1:24,000.

Please rely on the bar scale on each map sheet for map measurements.

Source of Map: Natural Resources Conservation Service  
 Web Soil Survey URL:  
 Coordinate System: Web Mercator (EPSG:3857)

Maps from the Web Soil Survey are based on the Web Mercator projection, which preserves direction and shape but distorts distance and area. A projection that preserves area, such as the Albers equal-area conic projection, should be used if more accurate calculations of distance or area are required.

This product is generated from the USDA-NRCS certified data as of the version date(s) listed below.

Soil Survey Area: Morrow County, Oregon  
 Survey Area Data: Version 13, Sep 25, 2017

Soil map units are labeled (as space allows) for map scales 1:50,000 or larger.

Date(s) aerial images were photographed: May 30, 2013—Nov 10, 2016

The orthophoto or other base map on which the soil lines were compiled and digitized probably differs from the background imagery displayed on these maps. As a result, some minor shifting of map unit boundaries may be evident.

**Table—Soil Taxonomy Classification**

Map unit symbol	Map unit name	Rating	Acres in AOI	Percent of AOI
28E	Licksillet very stony loam, 7 to 40 percent slopes	Loamy-skeletal, mixed, superactive, mesic Lithic Haploxerolls	27.4	4.3%
45B	Ritzville silt loam, 2 to 7 percent slopes	Coarse-silty, mixed, superactive, mesic Calcic Haploxerolls	260.6	40.9%
45C	Ritzville silt loam, 7 to 12 percent slopes	Coarse-silty, mixed, superactive, mesic Calcic Haploxerolls	113.2	17.7%
75B	Willis silt loam, 2 to 5 percent slopes	Coarse-silty, mixed, superactive, mesic Haploduridic Durixerolls	129.6	20.3%
75C	Willis silt loam, 5 to 12 percent slopes	Coarse-silty, mixed, superactive, mesic Haploduridic Durixerolls	103.8	16.3%
78	Xeric Torriorthents, nearly level	Xeric Torriorthents	3.1	0.5%
<b>Totals for Area of Interest</b>			<b>637.7</b>	<b>100.0%</b>

**Rating Options—Soil Taxonomy Classification**

*Aggregation Method:* Dominant Condition

*Component Percent Cutoff:* None Specified

*Tie-break Rule:* Lower

## Soil Properties and Qualities

The Soil Properties and Qualities section includes various soil properties and qualities displayed as thematic maps with a summary table for the soil map units in the selected area of interest. A single value or rating for each map unit is generated by aggregating the interpretive ratings of individual map unit components. This aggregation process is defined for each property or quality.

## Soil Physical Properties

Soil Physical Properties are measured or inferred from direct observations in the field or laboratory. Examples of soil physical properties include percent clay, organic matter, saturated hydraulic conductivity, available water capacity, and bulk density.

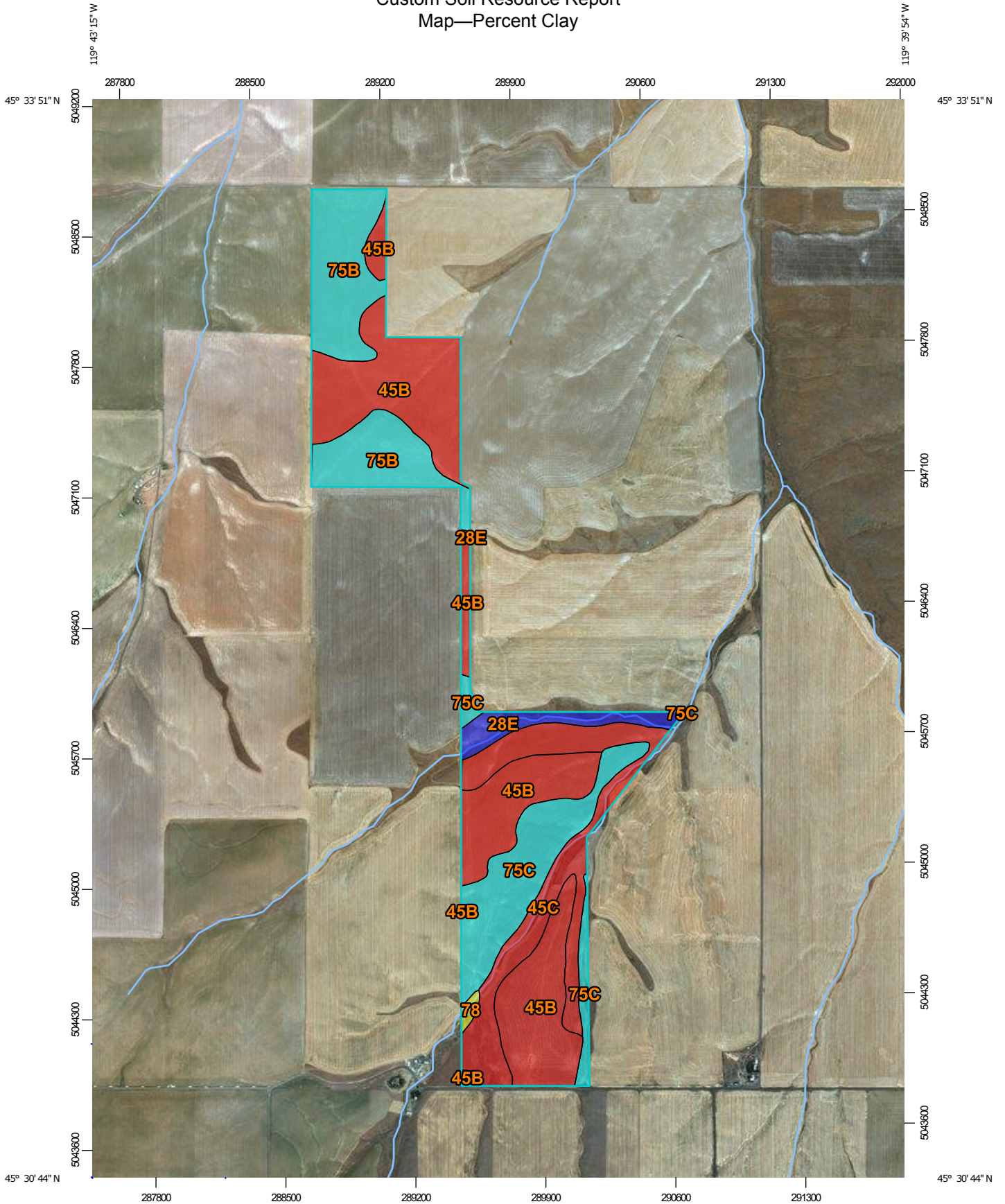
### Percent Clay

Clay as a soil separate consists of mineral soil particles that are less than 0.002 millimeter in diameter. The estimated clay content of each soil layer is given as a percentage, by weight, of the soil material that is less than 2 millimeters in diameter. The amount and kind of clay affect the fertility and physical condition of the soil and the ability of the soil to adsorb cations and to retain moisture. They influence shrink-swell potential, saturated hydraulic conductivity (Ksat), plasticity, the ease of soil dispersion, and other soil properties. The amount and kind of clay in a soil also affect tillage and earth-moving operations.

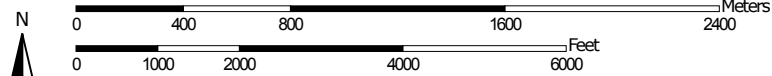
Most of the material is in one of three groups of clay minerals or a mixture of these clay minerals. The groups are kaolinite, smectite, and hydrous mica, the best known member of which is illite.

For each soil layer, this attribute is actually recorded as three separate values in the database. A low value and a high value indicate the range of this attribute for the soil component. A "representative" value indicates the expected value of this attribute for the component. For this soil property, only the representative value is used.

# Custom Soil Resource Report Map—Percent Clay




Map Scale: 1:28,200 if printed on A portrait (8.5" x 11") sheet.



Map projection: Web Mercator Corner coordinates: WGS84 Edge tics: UTM Zone 11N WGS84






### MAP LEGEND

**Area of Interest (AOI)**






 Area of Interest (AOI)

**Soils**






**Soil Rating Polygons**

-  <= 7.5
-  > 7.5 and <= 8.8
-  > 8.8 and <= 10.8
-  > 10.8 and <= 25.3
-  Not rated or not available


**Soil Rating Lines**

-  <= 7.5
-  > 7.5 and <= 8.8
-  > 8.8 and <= 10.8
-  > 10.8 and <= 25.3
-  Not rated or not available

**Soil Rating Points**





-  <= 7.5
-  > 7.5 and <= 8.8
-  > 8.8 and <= 10.8
-  > 10.8 and <= 25.3
-  Not rated or not available

**Water Features**

 Streams and Canals

**Transportation**

-  Rails
-  Interstate Highways

-  US Routes
-  Major Roads
-  Local Roads
- Background**
-  Aerial Photography

### MAP INFORMATION

The soil surveys that comprise your AOI were mapped at 1:24,000.

Please rely on the bar scale on each map sheet for map measurements.

Source of Map: Natural Resources Conservation Service  
 Web Soil Survey URL:  
 Coordinate System: Web Mercator (EPSG:3857)

Maps from the Web Soil Survey are based on the Web Mercator projection, which preserves direction and shape but distorts distance and area. A projection that preserves area, such as the Albers equal-area conic projection, should be used if more accurate calculations of distance or area are required.

This product is generated from the USDA-NRCS certified data as of the version date(s) listed below.

Soil Survey Area: Morrow County, Oregon  
 Survey Area Data: Version 13, Sep 25, 2017

Soil map units are labeled (as space allows) for map scales 1:50,000 or larger.

Date(s) aerial images were photographed: May 30, 2013—Nov 10, 2016

The orthophoto or other base map on which the soil lines were compiled and digitized probably differs from the background imagery displayed on these maps. As a result, some minor shifting of map unit boundaries may be evident.

**Table—Percent Clay**

Map unit symbol	Map unit name	Rating (percent)	Acres in AOI	Percent of AOI
28E	Licksillet very stony loam, 7 to 40 percent slopes	25.3	27.4	4.3%
45B	Ritzville silt loam, 2 to 7 percent slopes	7.5	260.6	40.9%
45C	Ritzville silt loam, 7 to 12 percent slopes	7.5	113.2	17.7%
75B	Willis silt loam, 2 to 5 percent slopes	10.8	129.6	20.3%
75C	Willis silt loam, 5 to 12 percent slopes	10.8	103.8	16.3%
78	Xeric Torriorthents, nearly level	8.8	3.1	0.5%
<b>Totals for Area of Interest</b>			<b>637.7</b>	<b>100.0%</b>

**Rating Options—Percent Clay**

*Units of Measure:* percent

*Aggregation Method:* Dominant Component

*Component Percent Cutoff:* None Specified

*Tie-break Rule:* Higher

*Interpret Nulls as Zero:* No

*Layer Options (Horizon Aggregation Method):* All Layers (Weighted Average)

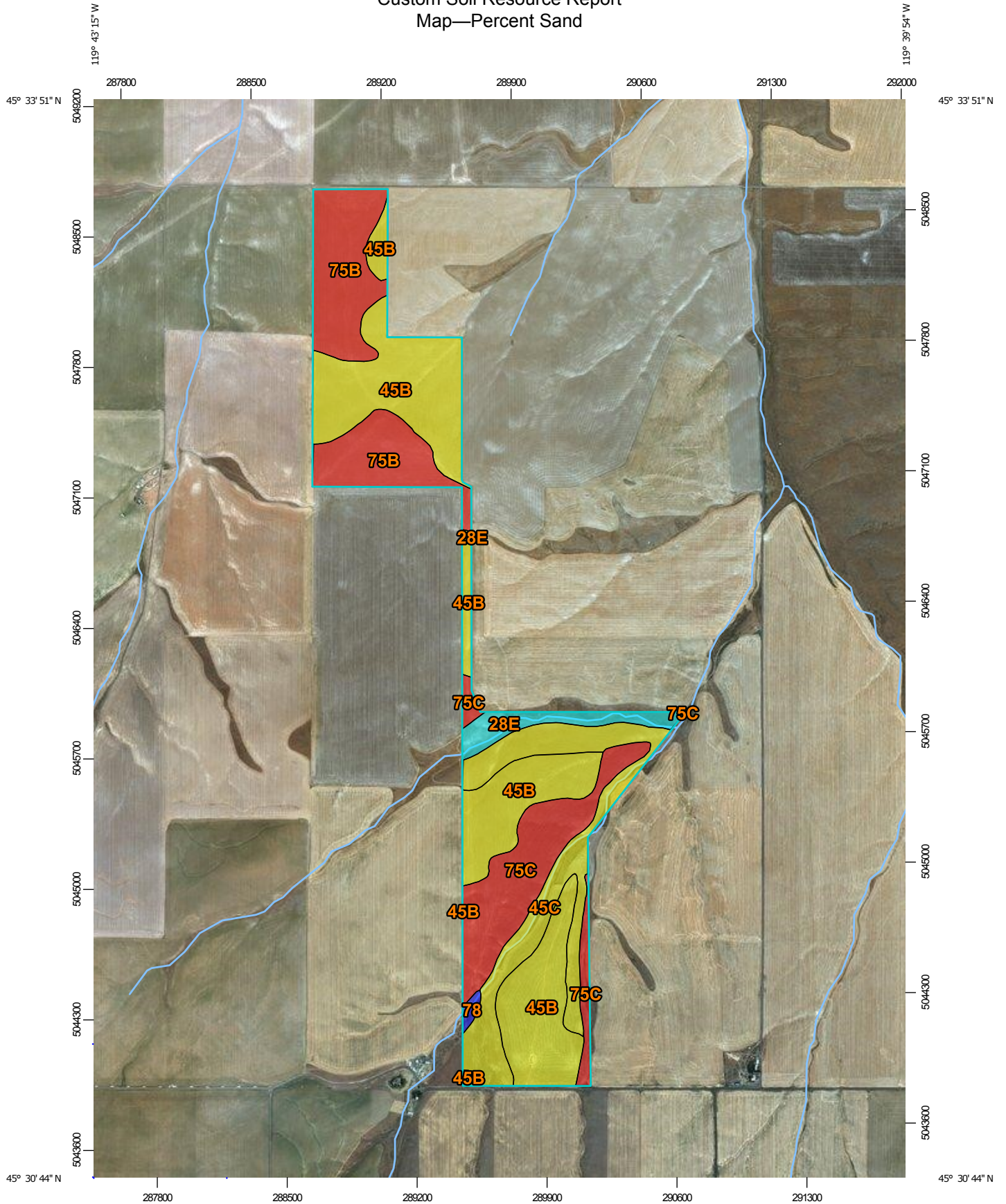
**Percent Sand**

Sand as a soil separate consists of mineral soil particles that are 0.05 millimeter to 2 millimeters in diameter. In the database, the estimated sand content of each soil layer is given as a percentage, by weight, of the soil material that is less than 2 millimeters in diameter. The content of sand, silt, and clay affects the physical behavior of a soil. Particle size is important for engineering and agronomic interpretations, for determination of soil hydrologic qualities, and for soil classification.

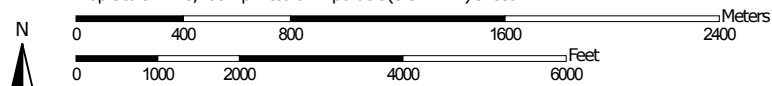
For each soil layer, this attribute is actually recorded as three separate values in the database. A low value and a high value indicate the range of this attribute for the soil component. A "representative" value indicates the expected value of this attribute for the component. For this soil property, only the representative value is used.



# Custom Soil Resource Report Map—Percent Sand




Map Scale: 1:28,200 if printed on A portrait (8.5" x 11") sheet.



Map projection: Web Mercator Corner coordinates: WGS84 Edge tics: UTM Zone 11N WGS84






### MAP LEGEND

**Area of Interest (AOI)**






 Area of Interest (AOI)

**Soils**






**Soil Rating Polygons**

-  <= 16.8
-  > 16.8 and <= 23.7
-  > 23.7 and <= 37.6
-  > 37.6 and <= 74.6
-  Not rated or not available


**Soil Rating Lines**

-  <= 16.8
-  > 16.8 and <= 23.7
-  > 23.7 and <= 37.6
-  > 37.6 and <= 74.6
-  Not rated or not available

**Soil Rating Points**

-  <= 16.8
-  > 16.8 and <= 23.7
-  > 23.7 and <= 37.6
-  > 37.6 and <= 74.6
-  Not rated or not available

**Water Features**


 Streams and Canals

**Transportation**

-  Rails
-  Interstate Highways

-  US Routes
-  Major Roads
-  Local Roads

**Background**

 Aerial Photography

### MAP INFORMATION

The soil surveys that comprise your AOI were mapped at 1:24,000.

Please rely on the bar scale on each map sheet for map measurements.

Source of Map: Natural Resources Conservation Service  
 Web Soil Survey URL:  
 Coordinate System: Web Mercator (EPSG:3857)

Maps from the Web Soil Survey are based on the Web Mercator projection, which preserves direction and shape but distorts distance and area. A projection that preserves area, such as the Albers equal-area conic projection, should be used if more accurate calculations of distance or area are required.

This product is generated from the USDA-NRCS certified data as of the version date(s) listed below.

Soil Survey Area: Morrow County, Oregon  
 Survey Area Data: Version 13, Sep 25, 2017

Soil map units are labeled (as space allows) for map scales 1:50,000 or larger.

Date(s) aerial images were photographed: May 30, 2013—Nov 10, 2016

The orthophoto or other base map on which the soil lines were compiled and digitized probably differs from the background imagery displayed on these maps. As a result, some minor shifting of map unit boundaries may be evident.

**Table—Percent Sand**

Map unit symbol	Map unit name	Rating (percent)	Acres in AOI	Percent of AOI
28E	Licksillet very stony loam, 7 to 40 percent slopes	37.6	27.4	4.3%
45B	Ritzville silt loam, 2 to 7 percent slopes	23.7	260.6	40.9%
45C	Ritzville silt loam, 7 to 12 percent slopes	23.7	113.2	17.7%
75B	Willis silt loam, 2 to 5 percent slopes	16.8	129.6	20.3%
75C	Willis silt loam, 5 to 12 percent slopes	16.8	103.8	16.3%
78	Xeric Torriorthents, nearly level	74.6	3.1	0.5%
<b>Totals for Area of Interest</b>			<b>637.7</b>	<b>100.0%</b>

### Rating Options—Percent Sand

*Units of Measure:* percent

*Aggregation Method:* Dominant Component

*Component Percent Cutoff:* None Specified

*Tie-break Rule:* Higher

*Interpret Nulls as Zero:* No

*Layer Options (Horizon Aggregation Method):* All Layers (Weighted Average)

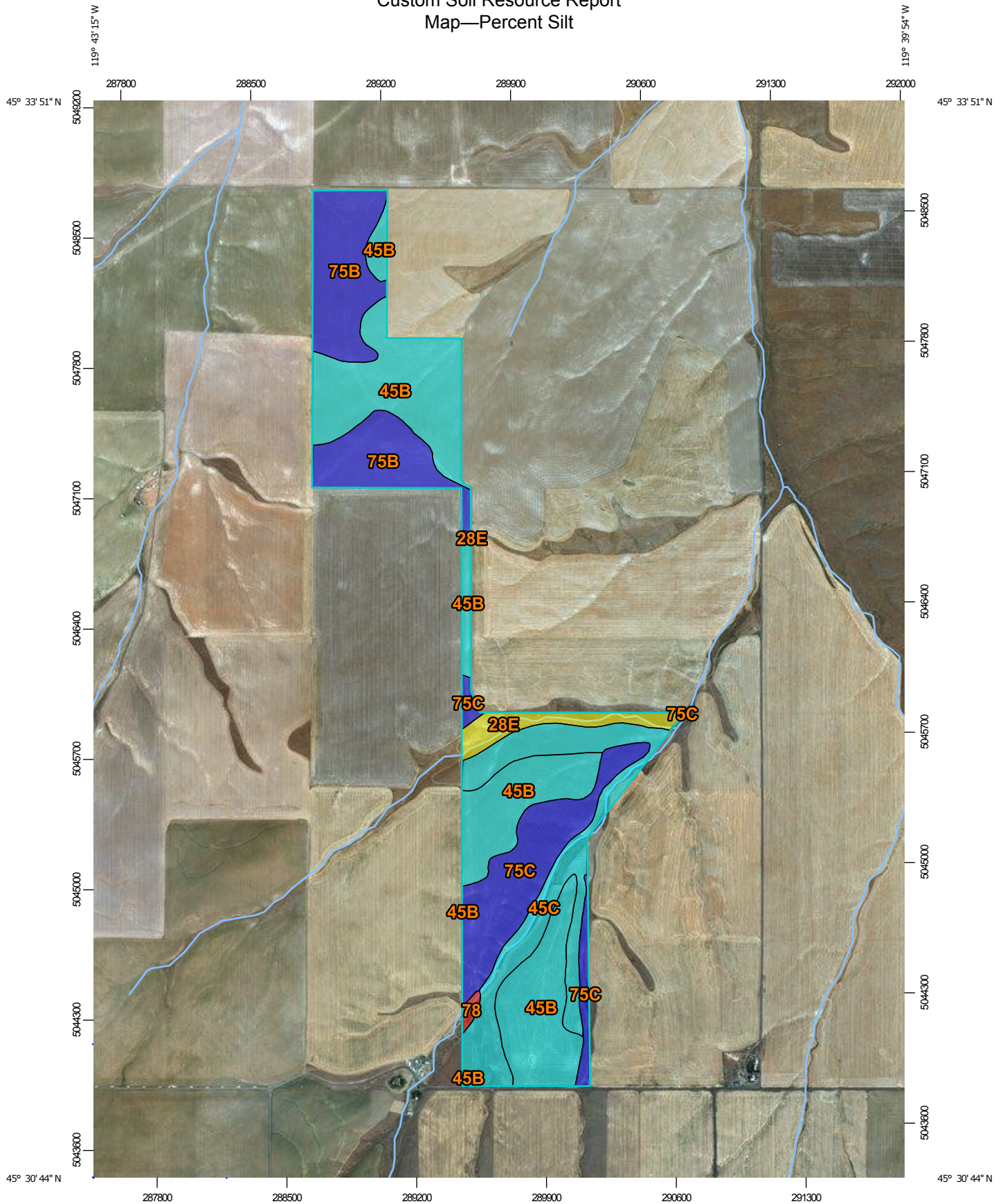
### Percent Silt

Silt as a soil separate consists of mineral soil particles that are 0.002 to 0.05 millimeter in diameter. In the database, the estimated silt content of each soil layer is given as a percentage, by weight, of the soil material that is less than 2 millimeters in diameter.

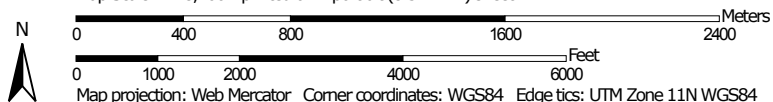
The content of sand, silt, and clay affects the physical behavior of a soil. Particle size is important for engineering and agronomic interpretations, for determination of soil hydrologic qualities, and for soil classification

For each soil layer, this attribute is actually recorded as three separate values in the database. A low value and a high value indicate the range of this attribute for the soil component. A "representative" value indicates the expected value of this attribute for the component. For this soil property, only the representative value is used.

# Custom Soil Resource Report Map—Percent Silt




Map Scale: 1:28,200 if printed on A portrait (8.5" x 11") sheet.



Map projection: Web Mercator Corner coordinates: WGS84 Edge tics: UTM Zone 11N WGS84






### MAP LEGEND

**Area of Interest (AOI)**






 Area of Interest (AOI)

**Soils**






**Soil Rating Polygons**

-  <= 16.7
-  > 16.7 and <= 37.1
-  > 37.1 and <= 68.8
-  > 68.8 and <= 72.4
-  Not rated or not available


**Soil Rating Lines**

-  <= 16.7
-  > 16.7 and <= 37.1
-  > 37.1 and <= 68.8
-  > 68.8 and <= 72.4
-  Not rated or not available

**Soil Rating Points**

-  <= 16.7
-  > 16.7 and <= 37.1
-  > 37.1 and <= 68.8
-  > 68.8 and <= 72.4
-  Not rated or not available

**Water Features**


 Streams and Canals

**Transportation**

-  Rails
-  Interstate Highways

-  US Routes
-  Major Roads
-  Local Roads

**Background**

 Aerial Photography

### MAP INFORMATION

The soil surveys that comprise your AOI were mapped at 1:24,000.

Please rely on the bar scale on each map sheet for map measurements.

Source of Map: Natural Resources Conservation Service  
 Web Soil Survey URL:  
 Coordinate System: Web Mercator (EPSG:3857)

Maps from the Web Soil Survey are based on the Web Mercator projection, which preserves direction and shape but distorts distance and area. A projection that preserves area, such as the Albers equal-area conic projection, should be used if more accurate calculations of distance or area are required.

This product is generated from the USDA-NRCS certified data as of the version date(s) listed below.

Soil Survey Area: Morrow County, Oregon  
 Survey Area Data: Version 13, Sep 25, 2017

Soil map units are labeled (as space allows) for map scales 1:50,000 or larger.

Date(s) aerial images were photographed: May 30, 2013—Nov 10, 2016

The orthophoto or other base map on which the soil lines were compiled and digitized probably differs from the background imagery displayed on these maps. As a result, some minor shifting of map unit boundaries may be evident.

**Table—Percent Silt**

Map unit symbol	Map unit name	Rating (percent)	Acres in AOI	Percent of AOI
28E	Licksillet very stony loam, 7 to 40 percent slopes	37.1	27.4	4.3%
45B	Ritzville silt loam, 2 to 7 percent slopes	68.8	260.6	40.9%
45C	Ritzville silt loam, 7 to 12 percent slopes	68.8	113.2	17.7%
75B	Willis silt loam, 2 to 5 percent slopes	72.4	129.6	20.3%
75C	Willis silt loam, 5 to 12 percent slopes	72.4	103.8	16.3%
78	Xeric Torriorthents, nearly level	16.7	3.1	0.5%
<b>Totals for Area of Interest</b>			<b>637.7</b>	<b>100.0%</b>

**Rating Options—Percent Silt**

*Units of Measure:* percent

*Aggregation Method:* Dominant Component

*Component Percent Cutoff:* None Specified

*Tie-break Rule:* Higher

*Interpret Nulls as Zero:* No

*Layer Options (Horizon Aggregation Method):* All Layers (Weighted Average)

**Plasticity Index**

Plasticity index (PI) is one of the standard Atterberg limits used to indicate the plasticity characteristics of a soil. It is defined as the numerical difference between the liquid limit and plastic limit of the soil. It is the range of water content in which a soil exhibits the characteristics of a plastic solid.

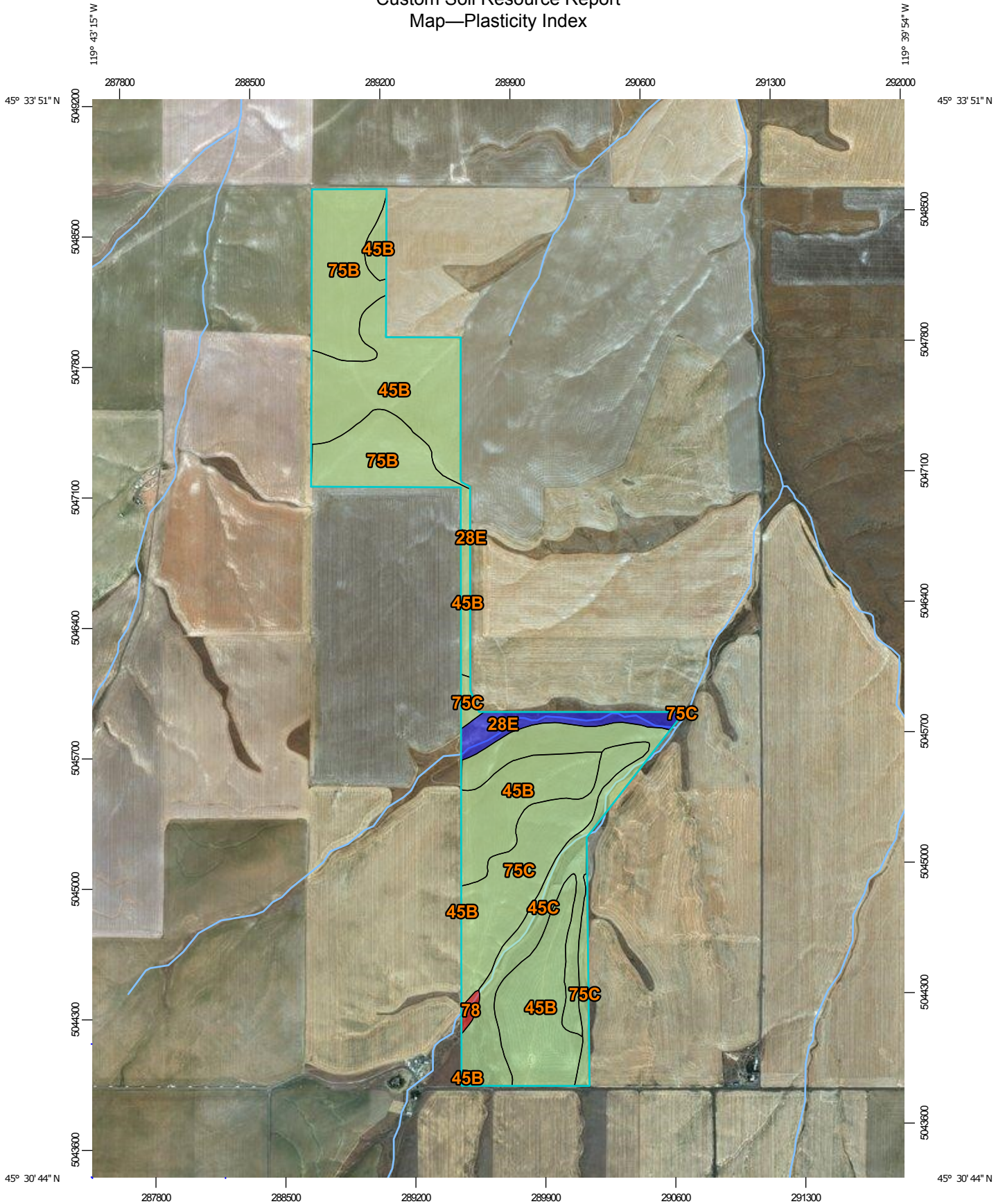
The plastic limit is the water content that corresponds to an arbitrary limit between the plastic and semisolid states of a soil. The liquid limit is the water content, on a percent by weight basis, of the soil (passing #40 sieve) at which the soil changes from a plastic to a liquid state.

Soils that have a high plasticity index have a wide range of moisture content in which the soil performs as a plastic material. Highly and moderately plastic clays have large PI values. Plasticity index is used in classifying soils in the Unified and AASHTO classification systems.

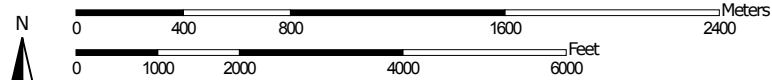
## Custom Soil Resource Report

For each soil layer, this attribute is actually recorded as three separate values in the database. A low value and a high value indicate the range of this attribute for the soil component. A "representative" value indicates the expected value of this attribute for the component. For this soil property, only the representative value is used.

# Custom Soil Resource Report Map—Plasticity Index



Map Scale: 1:28,200 if printed on A portrait (8.5" x 11") sheet.

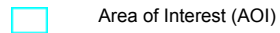


Map projection: Web Mercator Corner coordinates: WGS84 Edge ticks: UTM Zone 11N WGS84



## MAP LEGEND

### Area of Interest (AOI)



Area of Interest (AOI)

### Background



Aerial Photography

### Soils

#### Soil Rating Polygons



<= 1.3



> 1.3 and <= 2.5



> 2.5 and <= 14.1



Not rated or not available

#### Soil Rating Lines



<= 1.3



> 1.3 and <= 2.5



> 2.5 and <= 14.1



Not rated or not available

#### Soil Rating Points



<= 1.3



> 1.3 and <= 2.5



> 2.5 and <= 14.1



Not rated or not available

### Water Features



Streams and Canals

### Transportation



Rails



Interstate Highways



US Routes



Major Roads



Local Roads

## MAP INFORMATION

The soil surveys that comprise your AOI were mapped at 1:24,000.

Please rely on the bar scale on each map sheet for map measurements.

Source of Map: Natural Resources Conservation Service

Web Soil Survey URL:

Coordinate System: Web Mercator (EPSG:3857)

Maps from the Web Soil Survey are based on the Web Mercator projection, which preserves direction and shape but distorts distance and area. A projection that preserves area, such as the Albers equal-area conic projection, should be used if more accurate calculations of distance or area are required.

This product is generated from the USDA-NRCS certified data as of the version date(s) listed below.

Soil Survey Area: Morrow County, Oregon

Survey Area Data: Version 13, Sep 25, 2017

Soil map units are labeled (as space allows) for map scales 1:50,000 or larger.

Date(s) aerial images were photographed: May 30, 2013—Nov 10, 2016

The orthophoto or other base map on which the soil lines were compiled and digitized probably differs from the background imagery displayed on these maps. As a result, some minor shifting of map unit boundaries may be evident.

**Table—Plasticity Index**

Map unit symbol	Map unit name	Rating (percent)	Acres in AOI	Percent of AOI
28E	Licksillet very stony loam, 7 to 40 percent slopes	14.1	27.4	4.3%
45B	Ritzville silt loam, 2 to 7 percent slopes	2.5	260.6	40.9%
45C	Ritzville silt loam, 7 to 12 percent slopes	2.5	113.2	17.7%
75B	Willis silt loam, 2 to 5 percent slopes	2.5	129.6	20.3%
75C	Willis silt loam, 5 to 12 percent slopes	2.5	103.8	16.3%
78	Xeric Torriorthents, nearly level	1.3	3.1	0.5%
<b>Totals for Area of Interest</b>			<b>637.7</b>	<b>100.0%</b>

**Rating Options—Plasticity Index**

*Units of Measure:* percent

*Aggregation Method:* Dominant Component

*Component Percent Cutoff:* None Specified

*Tie-break Rule:* Higher

*Interpret Nulls as Zero:* No

*Layer Options (Horizon Aggregation Method):* All Layers (Weighted Average)

**Soil Qualities and Features**

Soil qualities are behavior and performance attributes that are not directly measured, but are inferred from observations of dynamic conditions and from soil properties. Example soil qualities include natural drainage, and frost action. Soil features are attributes that are not directly part of the soil. Example soil features include slope and depth to restrictive layer. These features can greatly impact the use and management of the soil.

**Depth to a Selected Soil Restrictive Layer: Duripan**

A "restrictive layer" is a nearly continuous layer that has one or more physical, chemical, or thermal properties that significantly impede the movement of water and air through the soil or that restrict roots or otherwise provide an unfavorable root environment. Examples are bedrock, cemented layers, dense layers, and frozen layers.

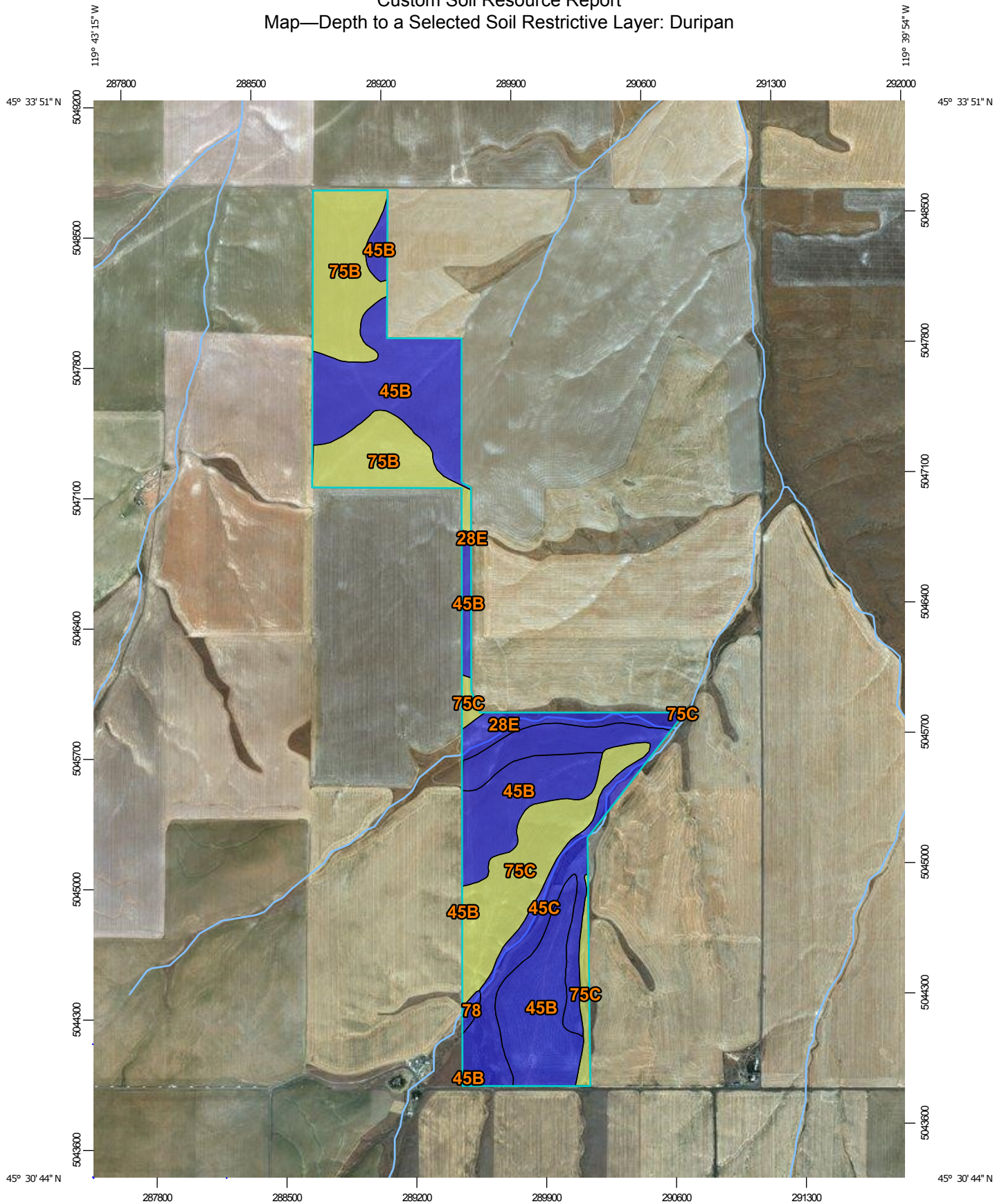
## Custom Soil Resource Report

This theme presents the depth to the user selected type of restrictive layer as described in for each map unit. If no restrictive layer is described in a map unit, it is represented by the "> 200" depth class.

This attribute is actually recorded as three separate values in the database. A low value and a high value indicate the range of this attribute for the soil component. A "representative" value indicates the expected value of this attribute for the component. For this soil property, only the representative value is used.

# Custom Soil Resource Report

## Map—Depth to a Selected Soil Restrictive Layer: Duripan



119° 43' 15" W




Map Scale: 1:28,200 if printed on A portrait (8.5" x 11") sheet.










Map projection: Web Mercator Corner coordinates: WGS84 Edge tics: UTM Zone 11N WGS84

### MAP LEGEND








**Area of Interest (AOI)**  
 Area of Interest (AOI)

**Soils**







**Soil Rating Polygons**


-  0 - 25
-  25 - 50
-  50 - 100
-  100 - 150
-  150 - 200
-  > 200
-  Not rated or not available

**Soil Rating Lines**






-  0 - 25
-  25 - 50
-  50 - 100
-  100 - 150
-  150 - 200
-  > 200
-  Not rated or not available


**Soil Rating Points**


-  0 - 25
-  25 - 50
-  50 - 100
-  100 - 150
-  150 - 200
-  > 200

**Water Features**  
 Streams and Canals

**Transportation**

-  Rails
-  Interstate Highways
-  US Routes
-  Major Roads
-  Local Roads

**Background**  
 Aerial Photography

 Not rated or not available

### MAP INFORMATION

The soil surveys that comprise your AOI were mapped at 1:24,000.

Please rely on the bar scale on each map sheet for map measurements.

Source of Map: Natural Resources Conservation Service  
 Web Soil Survey URL:  
 Coordinate System: Web Mercator (EPSG:3857)

Maps from the Web Soil Survey are based on the Web Mercator projection, which preserves direction and shape but distorts distance and area. A projection that preserves area, such as the Albers equal-area conic projection, should be used if more accurate calculations of distance or area are required.

This product is generated from the USDA-NRCS certified data as of the version date(s) listed below.

Soil Survey Area: Morrow County, Oregon  
 Survey Area Data: Version 13, Sep 25, 2017

Soil map units are labeled (as space allows) for map scales 1:50,000 or larger.

Date(s) aerial images were photographed: May 30, 2013—Nov 10, 2016

The orthophoto or other base map on which the soil lines were compiled and digitized probably differs from the background imagery displayed on these maps. As a result, some minor shifting of map unit boundaries may be evident.

**Table—Depth to a Selected Soil Restrictive Layer: Duripan**

Map unit symbol	Map unit name	Rating (centimeters)	Acres in AOI	Percent of AOI
28E	Licksillet very stony loam, 7 to 40 percent slopes	>200	27.4	4.3%
45B	Ritzville silt loam, 2 to 7 percent slopes	>200	260.6	40.9%
45C	Ritzville silt loam, 7 to 12 percent slopes	>200	113.2	17.7%
75B	Willis silt loam, 2 to 5 percent slopes	89	129.6	20.3%
75C	Willis silt loam, 5 to 12 percent slopes	89	103.8	16.3%
78	Xeric Torriorthents, nearly level	>200	3.1	0.5%
<b>Totals for Area of Interest</b>			<b>637.7</b>	<b>100.0%</b>

**Rating Options—Depth to a Selected Soil Restrictive Layer: Duripan**

*Units of Measure:* centimeters

*Restriction Kind:* Duripan

*Aggregation Method:* Dominant Component

*Component Percent Cutoff:* None Specified

*Tie-break Rule:* Lower

*Interpret Nulls as Zero:* No

**Depth to Any Soil Restrictive Layer**

A "restrictive layer" is a nearly continuous layer that has one or more physical, chemical, or thermal properties that significantly impede the movement of water and air through the soil or that restrict roots or otherwise provide an unfavorable root environment. Examples are bedrock, cemented layers, dense layers, and frozen layers.

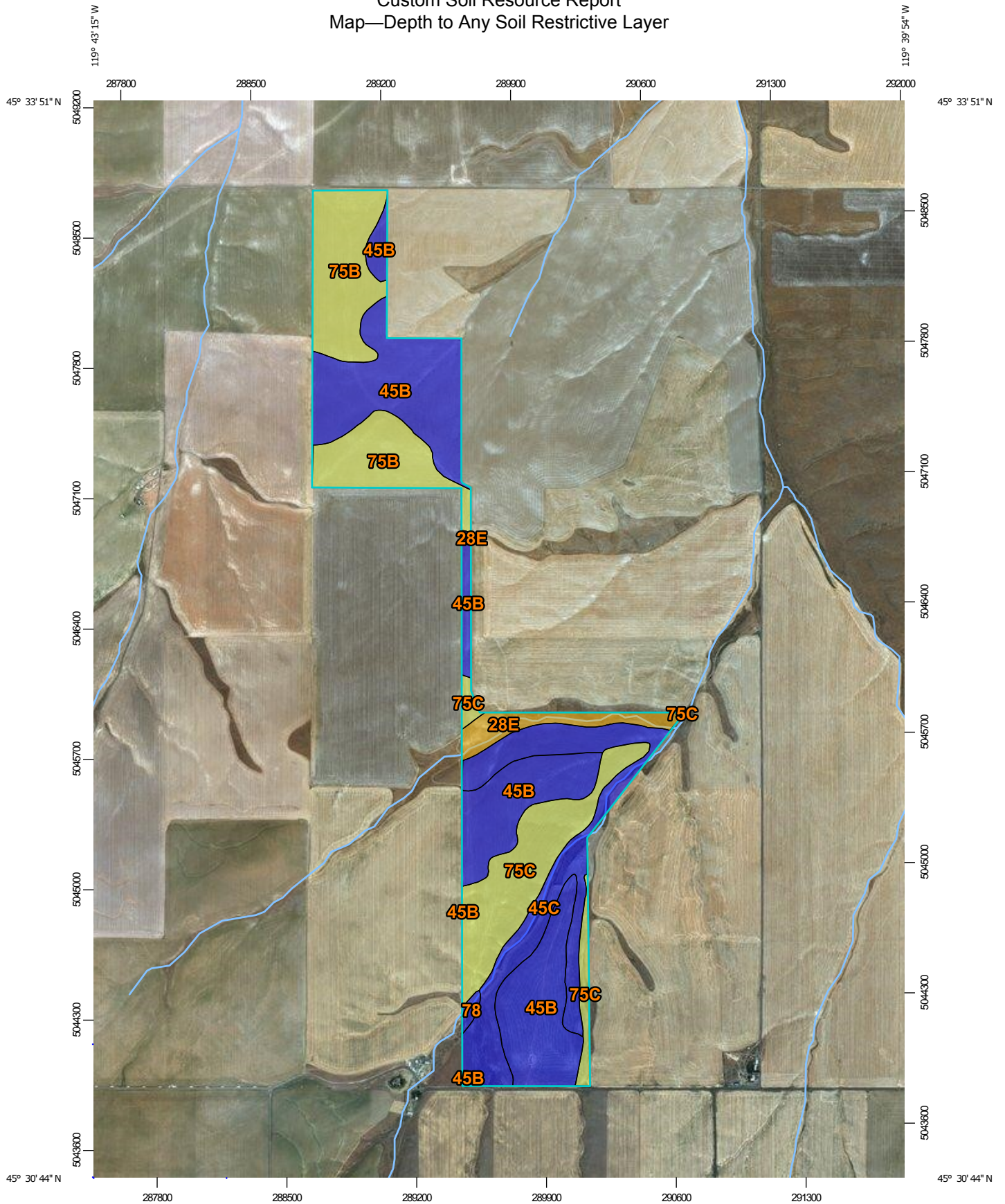
This theme presents the depth to any type of restrictive layer that is described for each map unit. If more than one type of restrictive layer is described for an individual soil type, the depth to the shallowest one is presented. If no restrictive layer is described in a map unit, it is represented by the "> 200" depth class.

This attribute is actually recorded as three separate values in the database. A low value and a high value indicate the range of this attribute for the soil component. A

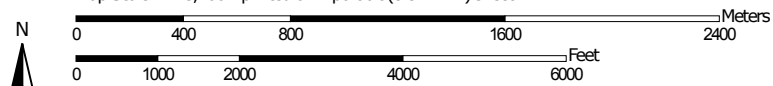
## Custom Soil Resource Report

"representative" value indicates the expected value of this attribute for the component. For this soil property, only the representative value is used.

# Custom Soil Resource Report Map—Depth to Any Soil Restrictive Layer




Map Scale: 1:28,200 if printed on A portrait (8.5" x 11") sheet.



Map projection: Web Mercator Corner coordinates: WGS84 Edge tics: UTM Zone 11N WGS84










### MAP LEGEND








**Area of Interest (AOI)**  
 Area of Interest (AOI)

**Soils**







**Soil Rating Polygons**


-  0 - 25
-  25 - 50
-  50 - 100
-  100 - 150
-  150 - 200
-  > 200
-  Not rated or not available

**Soil Rating Lines**


-  0 - 25
-  25 - 50
-  50 - 100
-  100 - 150
-  150 - 200
-  > 200
-  Not rated or not available

**Soil Rating Points**






-  0 - 25
-  25 - 50
-  50 - 100
-  100 - 150
-  150 - 200
-  > 200

 Not rated or not available


**Water Features**

-  Streams and Canals

**Transportation**

-  Rails
-  Interstate Highways
-  US Routes
-  Major Roads
-  Local Roads

**Background**

-  Aerial Photography

### MAP INFORMATION

The soil surveys that comprise your AOI were mapped at 1:24,000.

Please rely on the bar scale on each map sheet for map measurements.

Source of Map: Natural Resources Conservation Service  
 Web Soil Survey URL:  
 Coordinate System: Web Mercator (EPSG:3857)

Maps from the Web Soil Survey are based on the Web Mercator projection, which preserves direction and shape but distorts distance and area. A projection that preserves area, such as the Albers equal-area conic projection, should be used if more accurate calculations of distance or area are required.

This product is generated from the USDA-NRCS certified data as of the version date(s) listed below.

Soil Survey Area: Morrow County, Oregon  
 Survey Area Data: Version 13, Sep 25, 2017

Soil map units are labeled (as space allows) for map scales 1:50,000 or larger.

Date(s) aerial images were photographed: May 30, 2013—Nov 10, 2016

The orthophoto or other base map on which the soil lines were compiled and digitized probably differs from the background imagery displayed on these maps. As a result, some minor shifting of map unit boundaries may be evident.

**Table—Depth to Any Soil Restrictive Layer**

Map unit symbol	Map unit name	Rating (centimeters)	Acres in AOI	Percent of AOI
28E	Licksillet very stony loam, 7 to 40 percent slopes	43	27.4	4.3%
45B	Ritzville silt loam, 2 to 7 percent slopes	>200	260.6	40.9%
45C	Ritzville silt loam, 7 to 12 percent slopes	>200	113.2	17.7%
75B	Willis silt loam, 2 to 5 percent slopes	89	129.6	20.3%
75C	Willis silt loam, 5 to 12 percent slopes	89	103.8	16.3%
78	Xeric Torriorthents, nearly level	>200	3.1	0.5%
<b>Totals for Area of Interest</b>			<b>637.7</b>	<b>100.0%</b>

### Rating Options—Depth to Any Soil Restrictive Layer

*Units of Measure:* centimeters

*Aggregation Method:* Dominant Component

*Component Percent Cutoff:* None Specified

*Tie-break Rule:* Lower

*Interpret Nulls as Zero:* No

## Water Features

Water Features include ponding frequency, flooding frequency, and depth to water table.

### Depth to Water Table

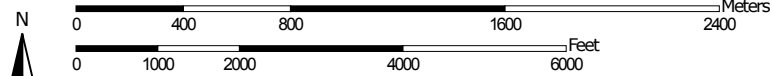
"Water table" refers to a saturated zone in the soil. It occurs during specified months. Estimates of the upper limit are based mainly on observations of the water table at selected sites and on evidence of a saturated zone, namely grayish colors (redoximorphic features) in the soil. A saturated zone that lasts for less than a month is not considered a water table.

This attribute is actually recorded as three separate values in the database. A low value and a high value indicate the range of this attribute for the soil component. A "representative" value indicates the expected value of this attribute for the component. For this soil property, only the representative value is used.

# Custom Soil Resource Report Map—Depth to Water Table




Map Scale: 1:28,200 if printed on A portrait (8.5" x 11") sheet.










Map projection: Web Mercator Corner coordinates: WGS84 Edge tics: UTM Zone 11N WGS84

### MAP LEGEND








**Area of Interest (AOI)**  
 Area of Interest (AOI)

**Soils**







**Soil Rating Polygons**


-  0 - 25
-  25 - 50
-  50 - 100
-  100 - 150
-  150 - 200
-  > 200
-  Not rated or not available

**Soil Rating Lines**






-  0 - 25
-  25 - 50
-  50 - 100
-  100 - 150
-  150 - 200
-  > 200
-  Not rated or not available


**Soil Rating Points**


-  0 - 25
-  25 - 50
-  50 - 100
-  100 - 150
-  150 - 200
-  > 200

**Water Features**  
 Streams and Canals

**Transportation**

-  Rails
-  Interstate Highways
-  US Routes
-  Major Roads
-  Local Roads

**Background**  
 Aerial Photography

 Not rated or not available

### MAP INFORMATION

The soil surveys that comprise your AOI were mapped at 1:24,000.

Please rely on the bar scale on each map sheet for map measurements.

Source of Map: Natural Resources Conservation Service  
 Web Soil Survey URL:  
 Coordinate System: Web Mercator (EPSG:3857)

Maps from the Web Soil Survey are based on the Web Mercator projection, which preserves direction and shape but distorts distance and area. A projection that preserves area, such as the Albers equal-area conic projection, should be used if more accurate calculations of distance or area are required.

This product is generated from the USDA-NRCS certified data as of the version date(s) listed below.

Soil Survey Area: Morrow County, Oregon  
 Survey Area Data: Version 13, Sep 25, 2017

Soil map units are labeled (as space allows) for map scales 1:50,000 or larger.

Date(s) aerial images were photographed: May 30, 2013—Nov 10, 2016

The orthophoto or other base map on which the soil lines were compiled and digitized probably differs from the background imagery displayed on these maps. As a result, some minor shifting of map unit boundaries may be evident.

Custom Soil Resource Report

**Table—Depth to Water Table**

Map unit symbol	Map unit name	Rating (centimeters)	Acres in AOI	Percent of AOI
28E	Licksillet very stony loam, 7 to 40 percent slopes	>200	27.4	4.3%
45B	Ritzville silt loam, 2 to 7 percent slopes	>200	260.6	40.9%
45C	Ritzville silt loam, 7 to 12 percent slopes	>200	113.2	17.7%
75B	Willis silt loam, 2 to 5 percent slopes	>200	129.6	20.3%
75C	Willis silt loam, 5 to 12 percent slopes	>200	103.8	16.3%
78	Xeric Torriorthents, nearly level	>200	3.1	0.5%
<b>Totals for Area of Interest</b>			<b>637.7</b>	<b>100.0%</b>

### **Rating Options—Depth to Water Table**

*Units of Measure:* centimeters

*Aggregation Method:* Dominant Component

*Component Percent Cutoff:* None Specified

*Tie-break Rule:* Lower

*Interpret Nulls as Zero:* No

*Beginning Month:* January

*Ending Month:* December

# References

---

- American Association of State Highway and Transportation Officials (AASHTO). 2004. Standard specifications for transportation materials and methods of sampling and testing. 24th edition.
- American Society for Testing and Materials (ASTM). 2005. Standard classification of soils for engineering purposes. ASTM Standard D2487-00.
- Cowardin, L.M., V. Carter, F.C. Golet, and E.T. LaRoe. 1979. Classification of wetlands and deep-water habitats of the United States. U.S. Fish and Wildlife Service FWS/OBS-79/31.
- Federal Register. July 13, 1994. Changes in hydric soils of the United States.
- Federal Register. September 18, 2002. Hydric soils of the United States.
- Hurt, G.W., and L.M. Vasilas, editors. Version 6.0, 2006. Field indicators of hydric soils in the United States.
- National Research Council. 1995. Wetlands: Characteristics and boundaries.
- Soil Survey Division Staff. 1993. Soil survey manual. Soil Conservation Service. U.S. Department of Agriculture Handbook 18. [http://www.nrcs.usda.gov/wps/portal/nrcs/detail/national/soils/?cid=nrcs142p2\\_054262](http://www.nrcs.usda.gov/wps/portal/nrcs/detail/national/soils/?cid=nrcs142p2_054262)
- Soil Survey Staff. 1999. Soil taxonomy: A basic system of soil classification for making and interpreting soil surveys. 2nd edition. Natural Resources Conservation Service, U.S. Department of Agriculture Handbook 436. [http://www.nrcs.usda.gov/wps/portal/nrcs/detail/national/soils/?cid=nrcs142p2\\_053577](http://www.nrcs.usda.gov/wps/portal/nrcs/detail/national/soils/?cid=nrcs142p2_053577)
- Soil Survey Staff. 2010. Keys to soil taxonomy. 11th edition. U.S. Department of Agriculture, Natural Resources Conservation Service. [http://www.nrcs.usda.gov/wps/portal/nrcs/detail/national/soils/?cid=nrcs142p2\\_053580](http://www.nrcs.usda.gov/wps/portal/nrcs/detail/national/soils/?cid=nrcs142p2_053580)
- Tiner, R.W., Jr. 1985. Wetlands of Delaware. U.S. Fish and Wildlife Service and Delaware Department of Natural Resources and Environmental Control, Wetlands Section.
- United States Army Corps of Engineers, Environmental Laboratory. 1987. Corps of Engineers wetlands delineation manual. Waterways Experiment Station Technical Report Y-87-1.
- United States Department of Agriculture, Natural Resources Conservation Service. National forestry manual. [http://www.nrcs.usda.gov/wps/portal/nrcs/detail/soils/home/?cid=nrcs142p2\\_053374](http://www.nrcs.usda.gov/wps/portal/nrcs/detail/soils/home/?cid=nrcs142p2_053374)
- United States Department of Agriculture, Natural Resources Conservation Service. National range and pasture handbook. <http://www.nrcs.usda.gov/wps/portal/nrcs/detail/national/landuse/rangepasture/?cid=stelprdb1043084>

## Custom Soil Resource Report

United States Department of Agriculture, Natural Resources Conservation Service. National soil survey handbook, title 430-VI. [http://www.nrcs.usda.gov/wps/portal/nrcs/detail/soils/scientists/?cid=nrcs142p2\\_054242](http://www.nrcs.usda.gov/wps/portal/nrcs/detail/soils/scientists/?cid=nrcs142p2_054242)

United States Department of Agriculture, Natural Resources Conservation Service. 2006. Land resource regions and major land resource areas of the United States, the Caribbean, and the Pacific Basin. U.S. Department of Agriculture Handbook 296. [http://www.nrcs.usda.gov/wps/portal/nrcs/detail/national/soils/?cid=nrcs142p2\\_053624](http://www.nrcs.usda.gov/wps/portal/nrcs/detail/national/soils/?cid=nrcs142p2_053624)

United States Department of Agriculture, Soil Conservation Service. 1961. Land capability classification. U.S. Department of Agriculture Handbook 210. [http://www.nrcs.usda.gov/Internet/FSE\\_DOCUMENTS/nrcs142p2\\_052290.pdf](http://www.nrcs.usda.gov/Internet/FSE_DOCUMENTS/nrcs142p2_052290.pdf)



# Custom Soil Resource Report for Morrow County, Oregon

## Executive Summary



# Preface

---

Soil surveys contain information that affects land use planning in survey areas. They highlight soil limitations that affect various land uses and provide information about the properties of the soils in the survey areas. Soil surveys are designed for many different users, including farmers, ranchers, foresters, agronomists, urban planners, community officials, engineers, developers, builders, and home buyers. Also, conservationists, teachers, students, and specialists in recreation, waste disposal, and pollution control can use the surveys to help them understand, protect, or enhance the environment.

Various land use regulations of Federal, State, and local governments may impose special restrictions on land use or land treatment. Soil surveys identify soil properties that are used in making various land use or land treatment decisions. The information is intended to help the land users identify and reduce the effects of soil limitations on various land uses. The landowner or user is responsible for identifying and complying with existing laws and regulations.

Although soil survey information can be used for general farm, local, and wider area planning, onsite investigation is needed to supplement this information in some cases. Examples include soil quality assessments (<http://www.nrcs.usda.gov/wps/portal/nrcs/main/soils/health/>) and certain conservation and engineering applications. For more detailed information, contact your local USDA Service Center (<https://offices.sc.egov.usda.gov/locator/app?agency=nrcs>) or your NRCS State Soil Scientist ([http://www.nrcs.usda.gov/wps/portal/nrcs/detail/soils/contactus/?cid=nrcs142p2\\_053951](http://www.nrcs.usda.gov/wps/portal/nrcs/detail/soils/contactus/?cid=nrcs142p2_053951)).

Great differences in soil properties can occur within short distances. Some soils are seasonally wet or subject to flooding. Some are too unstable to be used as a foundation for buildings or roads. Clayey or wet soils are poorly suited to use as septic tank absorption fields. A high water table makes a soil poorly suited to basements or underground installations.

The National Cooperative Soil Survey is a joint effort of the United States Department of Agriculture and other Federal agencies, State agencies including the Agricultural Experiment Stations, and local agencies. The Natural Resources Conservation Service (NRCS) has leadership for the Federal part of the National Cooperative Soil Survey.

Information about soils is updated periodically. Updated information is available through the NRCS Web Soil Survey, the site for official soil survey information.

The U.S. Department of Agriculture (USDA) prohibits discrimination in all its programs and activities on the basis of race, color, national origin, age, disability, and where applicable, sex, marital status, familial status, parental status, religion, sexual orientation, genetic information, political beliefs, reprisal, or because all or a part of an individual's income is derived from any public assistance program. (Not all prohibited bases apply to all programs.) Persons with disabilities who require

alternative means for communication of program information (Braille, large print, audiotape, etc.) should contact USDA's TARGET Center at (202) 720-2600 (voice and TDD). To file a complaint of discrimination, write to USDA, Director, Office of Civil Rights, 1400 Independence Avenue, S.W., Washington, D.C. 20250-9410 or call (800) 795-3272 (voice) or (202) 720-6382 (TDD). USDA is an equal opportunity provider and employer.

# Contents

---

<b>Preface</b> .....	2
<b>How Soil Surveys Are Made</b> .....	5
<b>Soil Map</b> .....	8
Soil Map.....	9
Legend.....	10
Map Unit Legend.....	11
Map Unit Descriptions.....	11
Morrow County, Oregon.....	13
45B—Ritzville silt loam, 2 to 7 percent slopes.....	13
45C—Ritzville silt loam, 7 to 12 percent slopes.....	14
75C—Willis silt loam, 5 to 12 percent slopes.....	15
<b>Soil Information for All Uses</b> .....	17
Suitabilities and Limitations for Use.....	17
Building Site Development.....	17
Corrosion of Steel.....	17
Land Classifications.....	20
Hydric Rating by Map Unit.....	20
Soil Properties and Qualities.....	25
Soil Physical Properties.....	25
Percent Clay.....	25
Percent Sand.....	28
Percent Silt.....	31
Plasticity Index.....	34
Soil Qualities and Features.....	37
Depth to a Selected Soil Restrictive Layer: Duripan.....	37
Depth to Any Soil Restrictive Layer.....	41
Water Features.....	44
Depth to Water Table.....	44
<b>References</b> .....	49

# How Soil Surveys Are Made

---

Soil surveys are made to provide information about the soils and miscellaneous areas in a specific area. They include a description of the soils and miscellaneous areas and their location on the landscape and tables that show soil properties and limitations affecting various uses. Soil scientists observed the steepness, length, and shape of the slopes; the general pattern of drainage; the kinds of crops and native plants; and the kinds of bedrock. They observed and described many soil profiles. A soil profile is the sequence of natural layers, or horizons, in a soil. The profile extends from the surface down into the unconsolidated material in which the soil formed or from the surface down to bedrock. The unconsolidated material is devoid of roots and other living organisms and has not been changed by other biological activity.

Currently, soils are mapped according to the boundaries of major land resource areas (MLRAs). MLRAs are geographically associated land resource units that share common characteristics related to physiography, geology, climate, water resources, soils, biological resources, and land uses (USDA, 2006). Soil survey areas typically consist of parts of one or more MLRA.

The soils and miscellaneous areas in a survey area occur in an orderly pattern that is related to the geology, landforms, relief, climate, and natural vegetation of the area. Each kind of soil and miscellaneous area is associated with a particular kind of landform or with a segment of the landform. By observing the soils and miscellaneous areas in the survey area and relating their position to specific segments of the landform, a soil scientist develops a concept, or model, of how they were formed. Thus, during mapping, this model enables the soil scientist to predict with a considerable degree of accuracy the kind of soil or miscellaneous area at a specific location on the landscape.

Commonly, individual soils on the landscape merge into one another as their characteristics gradually change. To construct an accurate soil map, however, soil scientists must determine the boundaries between the soils. They can observe only a limited number of soil profiles. Nevertheless, these observations, supplemented by an understanding of the soil-vegetation-landscape relationship, are sufficient to verify predictions of the kinds of soil in an area and to determine the boundaries.

Soil scientists recorded the characteristics of the soil profiles that they studied. They noted soil color, texture, size and shape of soil aggregates, kind and amount of rock fragments, distribution of plant roots, reaction, and other features that enable them to identify soils. After describing the soils in the survey area and determining their properties, the soil scientists assigned the soils to taxonomic classes (units). Taxonomic classes are concepts. Each taxonomic class has a set of soil characteristics with precisely defined limits. The classes are used as a basis for comparison to classify soils systematically. Soil taxonomy, the system of taxonomic classification used in the United States, is based mainly on the kind and character of soil properties and the arrangement of horizons within the profile. After the soil

## Custom Soil Resource Report

scientists classified and named the soils in the survey area, they compared the individual soils with similar soils in the same taxonomic class in other areas so that they could confirm data and assemble additional data based on experience and research.

The objective of soil mapping is not to delineate pure map unit components; the objective is to separate the landscape into landforms or landform segments that have similar use and management requirements. Each map unit is defined by a unique combination of soil components and/or miscellaneous areas in predictable proportions. Some components may be highly contrasting to the other components of the map unit. The presence of minor components in a map unit in no way diminishes the usefulness or accuracy of the data. The delineation of such landforms and landform segments on the map provides sufficient information for the development of resource plans. If intensive use of small areas is planned, onsite investigation is needed to define and locate the soils and miscellaneous areas.

Soil scientists make many field observations in the process of producing a soil map. The frequency of observation is dependent upon several factors, including scale of mapping, intensity of mapping, design of map units, complexity of the landscape, and experience of the soil scientist. Observations are made to test and refine the soil-landscape model and predictions and to verify the classification of the soils at specific locations. Once the soil-landscape model is refined, a significantly smaller number of measurements of individual soil properties are made and recorded. These measurements may include field measurements, such as those for color, depth to bedrock, and texture, and laboratory measurements, such as those for content of sand, silt, clay, salt, and other components. Properties of each soil typically vary from one point to another across the landscape.

Observations for map unit components are aggregated to develop ranges of characteristics for the components. The aggregated values are presented. Direct measurements do not exist for every property presented for every map unit component. Values for some properties are estimated from combinations of other properties.

While a soil survey is in progress, samples of some of the soils in the area generally are collected for laboratory analyses and for engineering tests. Soil scientists interpret the data from these analyses and tests as well as the field-observed characteristics and the soil properties to determine the expected behavior of the soils under different uses. Interpretations for all of the soils are field tested through observation of the soils in different uses and under different levels of management. Some interpretations are modified to fit local conditions, and some new interpretations are developed to meet local needs. Data are assembled from other sources, such as research information, production records, and field experience of specialists. For example, data on crop yields under defined levels of management are assembled from farm records and from field or plot experiments on the same kinds of soil.

Predictions about soil behavior are based not only on soil properties but also on such variables as climate and biological activity. Soil conditions are predictable over long periods of time, but they are not predictable from year to year. For example, soil scientists can predict with a fairly high degree of accuracy that a given soil will have a high water table within certain depths in most years, but they cannot predict that a high water table will always be at a specific level in the soil on a specific date.

After soil scientists located and identified the significant natural bodies of soil in the survey area, they drew the boundaries of these bodies on aerial photographs and

## Custom Soil Resource Report

identified each as a specific map unit. Aerial photographs show trees, buildings, fields, roads, and rivers, all of which help in locating boundaries accurately.

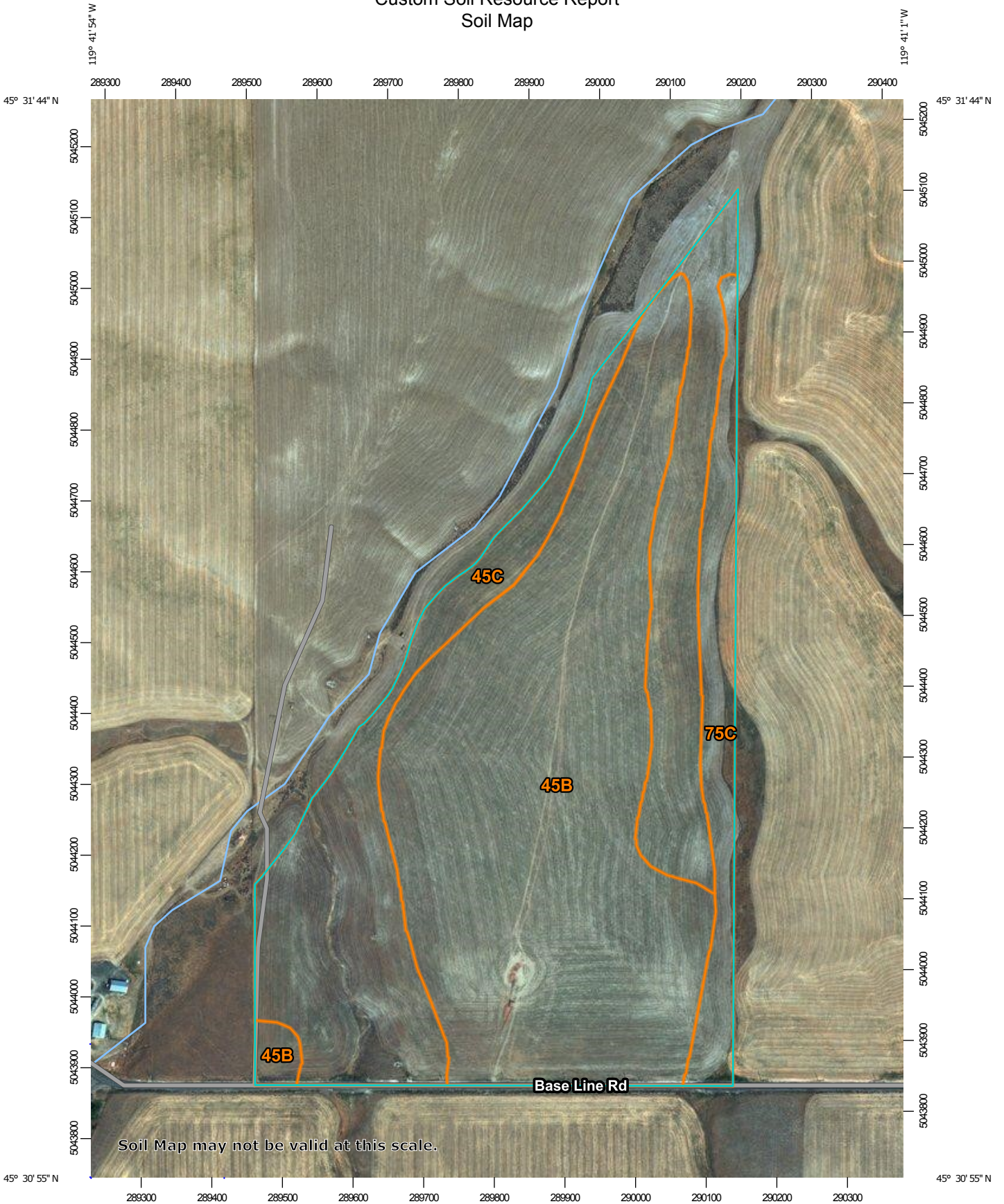
# Soil Map

---

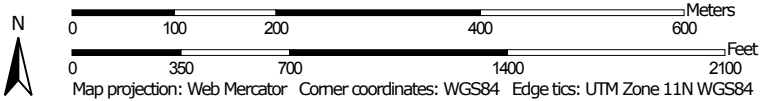
The soil map section includes the soil map for the defined area of interest, a list of soil map units on the map and extent of each map unit, and cartographic symbols displayed on the map. Also presented are various metadata about data used to produce the map, and a description of each soil map unit.



# Custom Soil Resource Report Soil Map




Map Scale: 1:7,410 if printed on A portrait (8.5" x 11") sheet.



Map projection: Web Mercator Corner coordinates: WGS84 Edge tics: UTM Zone 11N WGS84

### MAP LEGEND

**Area of Interest (AOI)**

 Area of Interest (AOI)




















**Soils**

 Soil Map Unit Polygons

 Soil Map Unit Lines


 Soil Map Unit Points

**Special Point Features**






-  Blowout
-  Borrow Pit
-  Clay Spot
-  Closed Depression
-  Gravel Pit
-  Gravelly Spot
-  Landfill
-  Lava Flow
-  Marsh or swamp
-  Mine or Quarry
-  Miscellaneous Water
-  Perennial Water
-  Rock Outcrop
-  Saline Spot
-  Sandy Spot
-  Severely Eroded Spot
-  Sinkhole
-  Slide or Slip
-  Sodic Spot

-  Spoil Area
-  Stony Spot
-  Very Stony Spot
-  Wet Spot
-  Other
-  Special Line Features


**Water Features**

 Streams and Canals

**Transportation**

-  Rails
-  Interstate Highways
-  US Routes
-  Major Roads
-  Local Roads

**Background**

 Aerial Photography

### MAP INFORMATION

The soil surveys that comprise your AOI were mapped at 1:24,000.

Warning: Soil Map may not be valid at this scale.

Enlargement of maps beyond the scale of mapping can cause misunderstanding of the detail of mapping and accuracy of soil line placement. The maps do not show the small areas of contrasting soils that could have been shown at a more detailed scale.

Please rely on the bar scale on each map sheet for map measurements.

Source of Map: Natural Resources Conservation Service  
 Web Soil Survey URL:  
 Coordinate System: Web Mercator (EPSG:3857)

Maps from the Web Soil Survey are based on the Web Mercator projection, which preserves direction and shape but distorts distance and area. A projection that preserves area, such as the Albers equal-area conic projection, should be used if more accurate calculations of distance or area are required.

This product is generated from the USDA-NRCS certified data as of the version date(s) listed below.

Soil Survey Area: Morrow County, Oregon  
 Survey Area Data: Version 13, Sep 25, 2017

Soil map units are labeled (as space allows) for map scales 1:50,000 or larger.

Date(s) aerial images were photographed: May 30, 2013—Nov 10, 2016

The orthophoto or other base map on which the soil lines were compiled and digitized probably differs from the background imagery displayed on these maps. As a result, some minor shifting of map unit boundaries may be evident.

## Map Unit Legend

Map Unit Symbol	Map Unit Name	Acres in AOI	Percent of AOI
45B	Ritzville silt loam, 2 to 7 percent slopes	76.3	58.0%
45C	Ritzville silt loam, 7 to 12 percent slopes	43.7	33.2%
75C	Willis silt loam, 5 to 12 percent slopes	11.5	8.8%
<b>Totals for Area of Interest</b>		<b>131.5</b>	<b>100.0%</b>

## Map Unit Descriptions

The map units delineated on the detailed soil maps in a soil survey represent the soils or miscellaneous areas in the survey area. The map unit descriptions, along with the maps, can be used to determine the composition and properties of a unit.

A map unit delineation on a soil map represents an area dominated by one or more major kinds of soil or miscellaneous areas. A map unit is identified and named according to the taxonomic classification of the dominant soils. Within a taxonomic class there are precisely defined limits for the properties of the soils. On the landscape, however, the soils are natural phenomena, and they have the characteristic variability of all natural phenomena. Thus, the range of some observed properties may extend beyond the limits defined for a taxonomic class. Areas of soils of a single taxonomic class rarely, if ever, can be mapped without including areas of other taxonomic classes. Consequently, every map unit is made up of the soils or miscellaneous areas for which it is named and some minor components that belong to taxonomic classes other than those of the major soils.

Most minor soils have properties similar to those of the dominant soil or soils in the map unit, and thus they do not affect use and management. These are called noncontrasting, or similar, components. They may or may not be mentioned in a particular map unit description. Other minor components, however, have properties and behavioral characteristics divergent enough to affect use or to require different management. These are called contrasting, or dissimilar, components. They generally are in small areas and could not be mapped separately because of the scale used. Some small areas of strongly contrasting soils or miscellaneous areas are identified by a special symbol on the maps. If included in the database for a given area, the contrasting minor components are identified in the map unit descriptions along with some characteristics of each. A few areas of minor components may not have been observed, and consequently they are not mentioned in the descriptions, especially where the pattern was so complex that it was impractical to make enough observations to identify all the soils and miscellaneous areas on the landscape.

The presence of minor components in a map unit in no way diminishes the usefulness or accuracy of the data. The objective of mapping is not to delineate pure taxonomic classes but rather to separate the landscape into landforms or

## Custom Soil Resource Report

landform segments that have similar use and management requirements. The delineation of such segments on the map provides sufficient information for the development of resource plans. If intensive use of small areas is planned, however, onsite investigation is needed to define and locate the soils and miscellaneous areas.

An identifying symbol precedes the map unit name in the map unit descriptions. Each description includes general facts about the unit and gives important soil properties and qualities.

Soils that have profiles that are almost alike make up a *soil series*. Except for differences in texture of the surface layer, all the soils of a series have major horizons that are similar in composition, thickness, and arrangement.

Soils of one series can differ in texture of the surface layer, slope, stoniness, salinity, degree of erosion, and other characteristics that affect their use. On the basis of such differences, a soil series is divided into *soil phases*. Most of the areas shown on the detailed soil maps are phases of soil series. The name of a soil phase commonly indicates a feature that affects use or management. For example, Alpha silt loam, 0 to 2 percent slopes, is a phase of the Alpha series.

Some map units are made up of two or more major soils or miscellaneous areas. These map units are complexes, associations, or undifferentiated groups.

A *complex* consists of two or more soils or miscellaneous areas in such an intricate pattern or in such small areas that they cannot be shown separately on the maps. The pattern and proportion of the soils or miscellaneous areas are somewhat similar in all areas. Alpha-Beta complex, 0 to 6 percent slopes, is an example.

An *association* is made up of two or more geographically associated soils or miscellaneous areas that are shown as one unit on the maps. Because of present or anticipated uses of the map units in the survey area, it was not considered practical or necessary to map the soils or miscellaneous areas separately. The pattern and relative proportion of the soils or miscellaneous areas are somewhat similar. Alpha-Beta association, 0 to 2 percent slopes, is an example.

An *undifferentiated group* is made up of two or more soils or miscellaneous areas that could be mapped individually but are mapped as one unit because similar interpretations can be made for use and management. The pattern and proportion of the soils or miscellaneous areas in a mapped area are not uniform. An area can be made up of only one of the major soils or miscellaneous areas, or it can be made up of all of them. Alpha and Beta soils, 0 to 2 percent slopes, is an example.

Some surveys include *miscellaneous areas*. Such areas have little or no soil material and support little or no vegetation. Rock outcrop is an example.

## Morrow County, Oregon

### 45B—Ritzville silt loam, 2 to 7 percent slopes

#### Map Unit Setting

*National map unit symbol:* 21tn  
*Elevation:* 1,000 to 2,500 feet  
*Mean annual precipitation:* 9 to 12 inches  
*Mean annual air temperature:* 48 to 51 degrees F  
*Frost-free period:* 130 to 180 days  
*Farmland classification:* Prime farmland if irrigated

#### Map Unit Composition

*Ritzville and similar soils:* 77 percent  
*Estimates are based on observations, descriptions, and transects of the mapunit.*

#### Description of Ritzville

##### Setting

*Landform:* Plateaus  
*Landform position (two-dimensional):* Summit  
*Landform position (three-dimensional):* Interfluve  
*Down-slope shape:* Linear  
*Across-slope shape:* Linear  
*Parent material:* Loess mixed with small amounts of volcanic ash

##### Typical profile

*H1 - 0 to 13 inches:* silt loam  
*H2 - 13 to 33 inches:* silt loam  
*H3 - 33 to 70 inches:* silt loam

##### Properties and qualities

*Slope:* 2 to 7 percent  
*Depth to restrictive feature:* More than 80 inches  
*Natural drainage class:* Well drained  
*Capacity of the most limiting layer to transmit water (Ksat):* Moderately high to high (0.57 to 1.98 in/hr)  
*Depth to water table:* More than 80 inches  
*Frequency of flooding:* None  
*Frequency of ponding:* None  
*Calcium carbonate, maximum in profile:* 15 percent  
*Salinity, maximum in profile:* Nonsaline to very slightly saline (0.0 to 2.0 mmhos/cm)  
*Available water storage in profile:* Very high (about 12.1 inches)

##### Interpretive groups

*Land capability classification (irrigated):* 2e  
*Land capability classification (nonirrigated):* 3e  
*Hydrologic Soil Group:* B  
*Ecological site:* LOAMY 10-12 PZ (R008XY110OR)  
*Hydric soil rating:* No

## 45C—Ritzville silt loam, 7 to 12 percent slopes

### Map Unit Setting

*National map unit symbol:* 21tp  
*Elevation:* 1,000 to 2,500 feet  
*Mean annual precipitation:* 9 to 12 inches  
*Mean annual air temperature:* 48 to 51 degrees F  
*Frost-free period:* 130 to 180 days  
*Farmland classification:* Farmland of statewide importance

### Map Unit Composition

*Ritzville and similar soils:* 70 percent  
*Estimates are based on observations, descriptions, and transects of the mapunit.*

### Description of Ritzville

#### Setting

*Landform:* Plateaus  
*Landform position (two-dimensional):* Summit  
*Landform position (three-dimensional):* Interfluve  
*Down-slope shape:* Linear  
*Across-slope shape:* Linear  
*Parent material:* Loess mixed with small amounts of volcanic ash

#### Typical profile

*H1 - 0 to 13 inches:* silt loam  
*H2 - 13 to 33 inches:* silt loam  
*H3 - 33 to 70 inches:* silt loam

#### Properties and qualities

*Slope:* 7 to 12 percent  
*Depth to restrictive feature:* More than 80 inches  
*Natural drainage class:* Well drained  
*Capacity of the most limiting layer to transmit water (Ksat):* Moderately high to high (0.57 to 1.98 in/hr)  
*Depth to water table:* More than 80 inches  
*Frequency of flooding:* None  
*Frequency of ponding:* None  
*Calcium carbonate, maximum in profile:* 15 percent  
*Salinity, maximum in profile:* Nonsaline to very slightly saline (0.0 to 2.0 mmhos/cm)  
*Available water storage in profile:* Very high (about 12.1 inches)

#### Interpretive groups

*Land capability classification (irrigated):* 3e  
*Land capability classification (nonirrigated):* 3e  
*Hydrologic Soil Group:* B  
*Ecological site:* LOAMY 10-12 PZ (R008XY110OR)  
*Hydric soil rating:* No

## 75C—Willis silt loam, 5 to 12 percent slopes

### Map Unit Setting

*National map unit symbol:* 21wg

*Elevation:* 1,000 to 2,000 feet

*Mean annual precipitation:* 9 to 11 inches

*Mean annual air temperature:* 48 to 51 degrees F

*Frost-free period:* 140 to 180 days

*Farmland classification:* Farmland of statewide importance

### Map Unit Composition

*Willis and similar soils:* 90 percent

*Estimates are based on observations, descriptions, and transects of the mapunit.*

### Description of Willis

#### Setting

*Landform:* Plateaus

*Landform position (two-dimensional):* Summit

*Landform position (three-dimensional):* Interfluve

*Down-slope shape:* Linear

*Across-slope shape:* Linear

*Parent material:* Loess over cemented alluvium

#### Typical profile

*H1 - 0 to 12 inches:* silt loam

*H2 - 12 to 27 inches:* silt loam

*H3 - 27 to 35 inches:* silt loam

*H4 - 35 to 39 inches:* cemented material

#### Properties and qualities

*Slope:* 5 to 12 percent

*Depth to restrictive feature:* 20 to 40 inches to duripan

*Natural drainage class:* Well drained

*Capacity of the most limiting layer to transmit water (Ksat):* Very low to moderately low (0.00 to 0.06 in/hr)

*Depth to water table:* More than 80 inches

*Frequency of flooding:* None

*Frequency of ponding:* None

*Calcium carbonate, maximum in profile:* 10 percent

*Salinity, maximum in profile:* Nonsaline to very slightly saline (0.0 to 2.0 mmhos/cm)

*Available water storage in profile:* Moderate (about 6.8 inches)

#### Interpretive groups

*Land capability classification (irrigated):* 3e

*Land capability classification (nonirrigated):* 3e

*Hydrologic Soil Group:* C

*Ecological site:* LOAMY 8-10 PZ (R007XY014OR)

*Hydric soil rating:* No

## Custom Soil Resource Report



# **Soil Information for All Uses**

---

## **Suitabilities and Limitations for Use**

The Suitabilities and Limitations for Use section includes various soil interpretations displayed as thematic maps with a summary table for the soil map units in the selected area of interest. A single value or rating for each map unit is generated by aggregating the interpretive ratings of individual map unit components. This aggregation process is defined for each interpretation.

## **Building Site Development**

Building site development interpretations are designed to be used as tools for evaluating soil suitability and identifying soil limitations for various construction purposes. As part of the interpretation process, the rating applies to each soil in its described condition and does not consider present land use. Example interpretations can include corrosion of concrete and steel, shallow excavations, dwellings with and without basements, small commercial buildings, local roads and streets, and lawns and landscaping.

### **Corrosion of Steel**

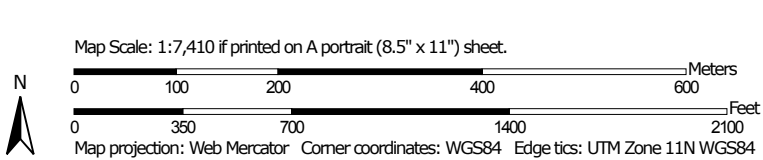
"Risk of corrosion" pertains to potential soil-induced electrochemical or chemical action that corrodes or weakens uncoated steel. The rate of corrosion of uncoated steel is related to such factors as soil moisture, particle-size distribution, acidity, and electrical conductivity of the soil. Special site examination and design may be needed if the combination of factors results in a severe hazard of corrosion. The steel in installations that intersect soil boundaries or soil layers is more susceptible to corrosion than the steel in installations that are entirely within one kind of soil or within one soil layer.

The risk of corrosion is expressed as "low," "moderate," or "high."





















# Custom Soil Resource Report Map—Corrosion of Steel



Soil Map may not be valid at this scale.



### MAP LEGEND

- Area of Interest (AOI)**
  -  Area of Interest (AOI)
- Background**
  -  Aerial Photography
- Soils**
  - Soil Rating Polygons**
    -  High
    -  Moderate
    -  Low
    -  Not rated or not available
  - Soil Rating Lines**
    -  High
    -  Moderate
    -  Low
    -  Not rated or not available
  - Soil Rating Points**
    -  High
    -  Moderate
    -  Low
    -  Not rated or not available
- Water Features**
  -  Streams and Canals
- Transportation**
  -  Rails
  -  Interstate Highways
  -  US Routes
  -  Major Roads
  -  Local Roads

### MAP INFORMATION

The soil surveys that comprise your AOI were mapped at 1:24,000.

Warning: Soil Map may not be valid at this scale.

Enlargement of maps beyond the scale of mapping can cause misunderstanding of the detail of mapping and accuracy of soil line placement. The maps do not show the small areas of contrasting soils that could have been shown at a more detailed scale.

Please rely on the bar scale on each map sheet for map measurements.

Source of Map: Natural Resources Conservation Service  
 Web Soil Survey URL:  
 Coordinate System: Web Mercator (EPSG:3857)

Maps from the Web Soil Survey are based on the Web Mercator projection, which preserves direction and shape but distorts distance and area. A projection that preserves area, such as the Albers equal-area conic projection, should be used if more accurate calculations of distance or area are required.

This product is generated from the USDA-NRCS certified data as of the version date(s) listed below.

Soil Survey Area: Morrow County, Oregon  
 Survey Area Data: Version 13, Sep 25, 2017

Soil map units are labeled (as space allows) for map scales 1:50,000 or larger.

Date(s) aerial images were photographed: May 30, 2013—Nov 10, 2016

The orthophoto or other base map on which the soil lines were compiled and digitized probably differs from the background imagery displayed on these maps. As a result, some minor shifting of map unit boundaries may be evident.

**Table—Corrosion of Steel**

Map unit symbol	Map unit name	Rating	Acres in AOI	Percent of AOI
45B	Ritzville silt loam, 2 to 7 percent slopes	Moderate	76.3	58.0%
45C	Ritzville silt loam, 7 to 12 percent slopes	Moderate	43.7	33.2%
75C	Willis silt loam, 5 to 12 percent slopes	Moderate	11.5	8.8%
<b>Totals for Area of Interest</b>			<b>131.5</b>	<b>100.0%</b>

**Rating Options—Corrosion of Steel**

*Aggregation Method:* Dominant Condition

*Component Percent Cutoff:* None Specified

*Tie-break Rule:* Higher

**Land Classifications**

Land Classifications are specified land use and management groupings that are assigned to soil areas because combinations of soil have similar behavior for specified practices. Most are based on soil properties and other factors that directly influence the specific use of the soil. Example classifications include ecological site classification, farmland classification, irrigated and nonirrigated land capability classification, and hydric rating.

**Hydric Rating by Map Unit**

This rating indicates the percentage of map units that meets the criteria for hydric soils. Map units are composed of one or more map unit components or soil types, each of which is rated as hydric soil or not hydric. Map units that are made up dominantly of hydric soils may have small areas of minor nonhydric components in the higher positions on the landform, and map units that are made up dominantly of nonhydric soils may have small areas of minor hydric components in the lower positions on the landform. Each map unit is rated based on its respective components and the percentage of each component within the map unit.

The thematic map is color coded based on the composition of hydric components. The five color classes are separated as 100 percent hydric components, 66 to 99 percent hydric components, 33 to 65 percent hydric components, 1 to 32 percent hydric components, and less than one percent hydric components.

## Custom Soil Resource Report

In Web Soil Survey, the Summary by Map Unit table that is displayed below the map pane contains a column named 'Rating'. In this column the percentage of each map unit that is classified as hydric is displayed.

Hydric soils are defined by the National Technical Committee for Hydric Soils (NTCHS) as soils that formed under conditions of saturation, flooding, or ponding long enough during the growing season to develop anaerobic conditions in the upper part (Federal Register, 1994). Under natural conditions, these soils are either saturated or inundated long enough during the growing season to support the growth and reproduction of hydrophytic vegetation.

The NTCHS definition identifies general soil properties that are associated with wetness. In order to determine whether a specific soil is a hydric soil or nonhydric soil, however, more specific information, such as information about the depth and duration of the water table, is needed. Thus, criteria that identify those estimated soil properties unique to hydric soils have been established (Federal Register, 2002). These criteria are used to identify map unit components that normally are associated with wetlands. The criteria used are selected estimated soil properties that are described in "Soil Taxonomy" (Soil Survey Staff, 1999) and "Keys to Soil Taxonomy" (Soil Survey Staff, 2006) and in the "Soil Survey Manual" (Soil Survey Division Staff, 1993).

If soils are wet enough for a long enough period of time to be considered hydric, they should exhibit certain properties that can be easily observed in the field. These visible properties are indicators of hydric soils. The indicators used to make onsite determinations of hydric soils are specified in "Field Indicators of Hydric Soils in the United States" (Hurt and Vasilas, 2006).

### References:

Federal Register. July 13, 1994. Changes in hydric soils of the United States.

Federal Register. September 18, 2002. Hydric soils of the United States.

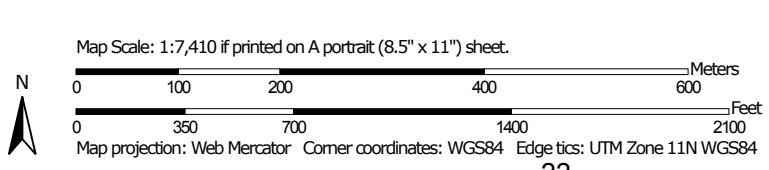
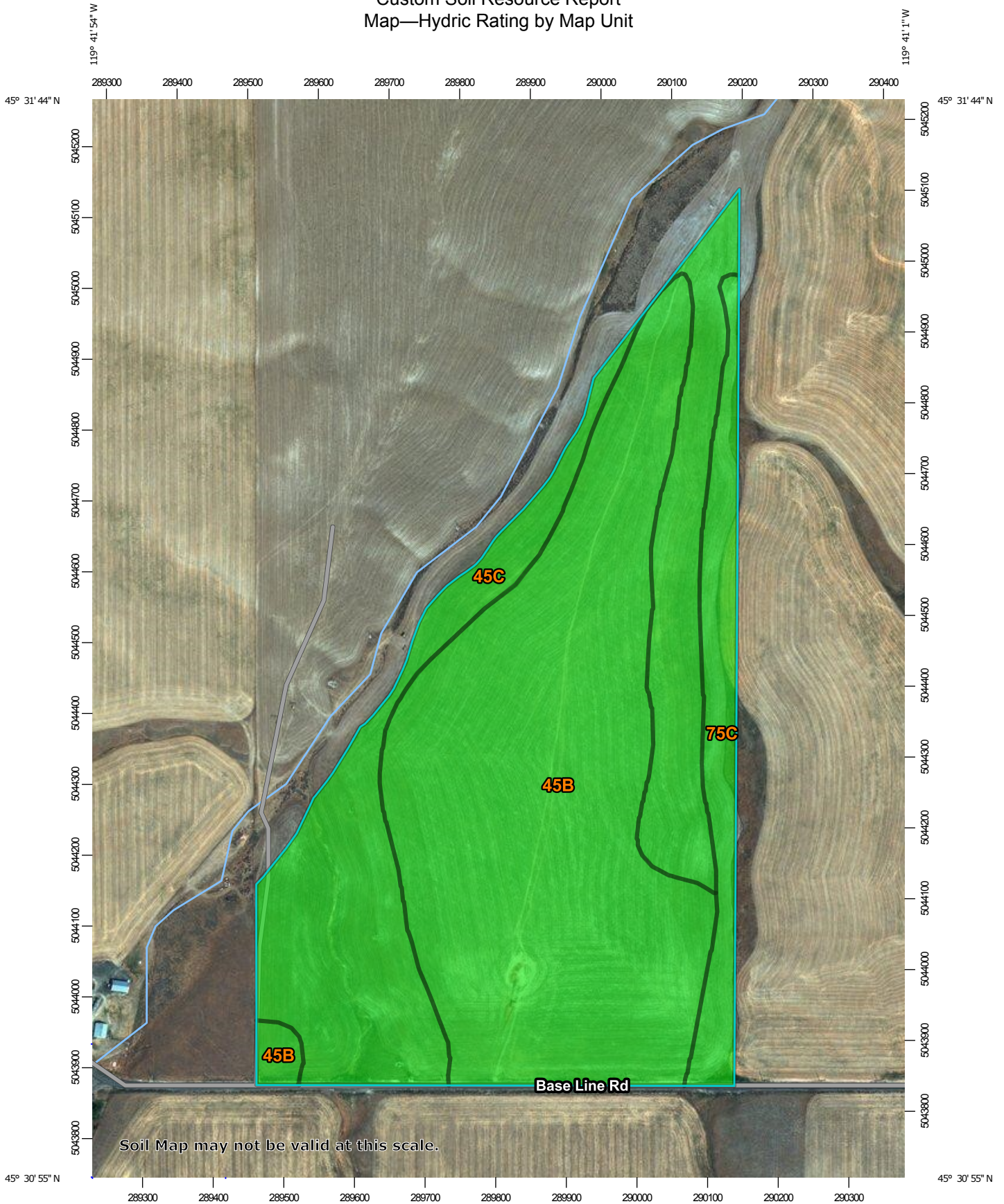
Hurt, G.W., and L.M. Vasilas, editors. Version 6.0, 2006. Field indicators of hydric soils in the United States.

Soil Survey Division Staff. 1993. Soil survey manual. Soil Conservation Service. U.S. Department of Agriculture Handbook 18.

Soil Survey Staff. 1999. Soil taxonomy: A basic system of soil classification for making and interpreting soil surveys. 2nd edition. Natural Resources Conservation Service. U.S. Department of Agriculture Handbook 436.


Soil Survey Staff. 2006. Keys to soil taxonomy. 10th edition. U.S. Department of Agriculture, Natural Resources Conservation Service.

# Custom Soil Resource Report Map—Hydric Rating by Map Unit









### MAP LEGEND

**Area of Interest (AOI)**







 Area of Interest (AOI)

**Soils**







**Soil Rating Polygons**

-  Hydric (100%)
-  Hydric (66 to 99%)
-  Hydric (33 to 65%)
-  Hydric (1 to 32%)
-  Not Hydric (0%)
-  Not rated or not available


**Soil Rating Lines**

-  Hydric (100%)
-  Hydric (66 to 99%)
-  Hydric (33 to 65%)
-  Hydric (1 to 32%)
-  Not Hydric (0%)
-  Not rated or not available






**Soil Rating Points**

-  Hydric (100%)
-  Hydric (66 to 99%)
-  Hydric (33 to 65%)
-  Hydric (1 to 32%)
-  Not Hydric (0%)
-  Not rated or not available


**Water Features**

 Streams and Canals

**Transportation**

-  Rails
-  Interstate Highways
-  US Routes
-  Major Roads
-  Local Roads

**Background**

 Aerial Photography

### MAP INFORMATION

The soil surveys that comprise your AOI were mapped at 1:24,000.

Warning: Soil Map may not be valid at this scale.

Enlargement of maps beyond the scale of mapping can cause misunderstanding of the detail of mapping and accuracy of soil line placement. The maps do not show the small areas of contrasting soils that could have been shown at a more detailed scale.

Please rely on the bar scale on each map sheet for map measurements.

Source of Map: Natural Resources Conservation Service  
 Web Soil Survey URL:  
 Coordinate System: Web Mercator (EPSG:3857)

Maps from the Web Soil Survey are based on the Web Mercator projection, which preserves direction and shape but distorts distance and area. A projection that preserves area, such as the Albers equal-area conic projection, should be used if more accurate calculations of distance or area are required.

This product is generated from the USDA-NRCS certified data as of the version date(s) listed below.

Soil Survey Area: Morrow County, Oregon  
 Survey Area Data: Version 13, Sep 25, 2017

Soil map units are labeled (as space allows) for map scales 1:50,000 or larger.

Date(s) aerial images were photographed: May 30, 2013—Nov 10, 2016

The orthophoto or other base map on which the soil lines were compiled and digitized probably differs from the background imagery displayed on these maps. As a result, some minor shifting of map unit boundaries may be evident.

**Table—Hydric Rating by Map Unit**

Map unit symbol	Map unit name	Rating	Acres in AOI	Percent of AOI
45B	Ritzville silt loam, 2 to 7 percent slopes	0	76.3	58.0%
45C	Ritzville silt loam, 7 to 12 percent slopes	0	43.7	33.2%
75C	Willis silt loam, 5 to 12 percent slopes	0	11.5	8.8%
<b>Totals for Area of Interest</b>			<b>131.5</b>	<b>100.0%</b>

**Rating Options—Hydric Rating by Map Unit**

*Aggregation Method: Percent Present*

*Component Percent Cutoff: None Specified*

*Tie-break Rule: Lower*



## Soil Properties and Qualities

The Soil Properties and Qualities section includes various soil properties and qualities displayed as thematic maps with a summary table for the soil map units in the selected area of interest. A single value or rating for each map unit is generated by aggregating the interpretive ratings of individual map unit components. This aggregation process is defined for each property or quality.

## Soil Physical Properties

Soil Physical Properties are measured or inferred from direct observations in the field or laboratory. Examples of soil physical properties include percent clay, organic matter, saturated hydraulic conductivity, available water capacity, and bulk density.

### Percent Clay

Clay as a soil separate consists of mineral soil particles that are less than 0.002 millimeter in diameter. The estimated clay content of each soil layer is given as a percentage, by weight, of the soil material that is less than 2 millimeters in diameter. The amount and kind of clay affect the fertility and physical condition of the soil and the ability of the soil to adsorb cations and to retain moisture. They influence shrink-swell potential, saturated hydraulic conductivity (Ksat), plasticity, the ease of soil dispersion, and other soil properties. The amount and kind of clay in a soil also affect tillage and earth-moving operations.

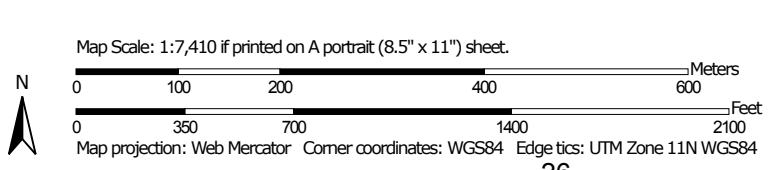
Most of the material is in one of three groups of clay minerals or a mixture of these clay minerals. The groups are kaolinite, smectite, and hydrous mica, the best known member of which is illite.

For each soil layer, this attribute is actually recorded as three separate values in the database. A low value and a high value indicate the range of this attribute for the soil component. A "representative" value indicates the expected value of this attribute for the component. For this soil property, only the representative value is used.

# Custom Soil Resource Report Map—Percent Clay




Soil Map may not be valid at this scale.






### MAP LEGEND

**Area of Interest (AOI)**




 Area of Interest (AOI)

**Soils**




**Soil Rating Polygons**

-  <= 7.5
-  > 7.5 and <= 10.8
-  Not rated or not available


**Soil Rating Lines**

-  <= 7.5
-  > 7.5 and <= 10.8
-  Not rated or not available






**Soil Rating Points**

-  <= 7.5
-  > 7.5 and <= 10.8
-  Not rated or not available


**Water Features**

 Streams and Canals

**Transportation**

-  Rails
-  Interstate Highways
-  US Routes
-  Major Roads
-  Local Roads

**Background**

 Aerial Photography

### MAP INFORMATION

The soil surveys that comprise your AOI were mapped at 1:24,000.

Warning: Soil Map may not be valid at this scale.

Enlargement of maps beyond the scale of mapping can cause misunderstanding of the detail of mapping and accuracy of soil line placement. The maps do not show the small areas of contrasting soils that could have been shown at a more detailed scale.

Please rely on the bar scale on each map sheet for map measurements.

Source of Map: Natural Resources Conservation Service  
 Web Soil Survey URL:  
 Coordinate System: Web Mercator (EPSG:3857)

Maps from the Web Soil Survey are based on the Web Mercator projection, which preserves direction and shape but distorts distance and area. A projection that preserves area, such as the Albers equal-area conic projection, should be used if more accurate calculations of distance or area are required.

This product is generated from the USDA-NRCS certified data as of the version date(s) listed below.

Soil Survey Area: Morrow County, Oregon  
 Survey Area Data: Version 13, Sep 25, 2017

Soil map units are labeled (as space allows) for map scales 1:50,000 or larger.

Date(s) aerial images were photographed: May 30, 2013—Nov 10, 2016

The orthophoto or other base map on which the soil lines were compiled and digitized probably differs from the background imagery displayed on these maps. As a result, some minor shifting of map unit boundaries may be evident.

**Table—Percent Clay**

Map unit symbol	Map unit name	Rating (percent)	Acres in AOI	Percent of AOI
45B	Ritzville silt loam, 2 to 7 percent slopes	7.5	76.3	58.0%
45C	Ritzville silt loam, 7 to 12 percent slopes	7.5	43.7	33.2%
75C	Willis silt loam, 5 to 12 percent slopes	10.8	11.5	8.8%
<b>Totals for Area of Interest</b>			<b>131.5</b>	<b>100.0%</b>

**Rating Options—Percent Clay**

*Units of Measure:* percent

*Aggregation Method:* Dominant Component

*Component Percent Cutoff:* None Specified

*Tie-break Rule:* Higher

*Interpret Nulls as Zero:* No

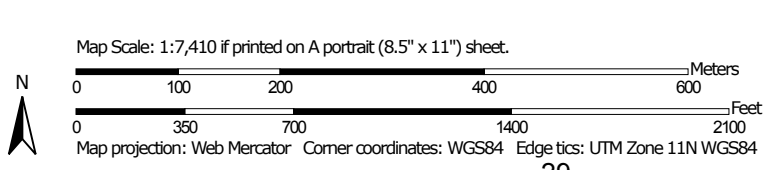
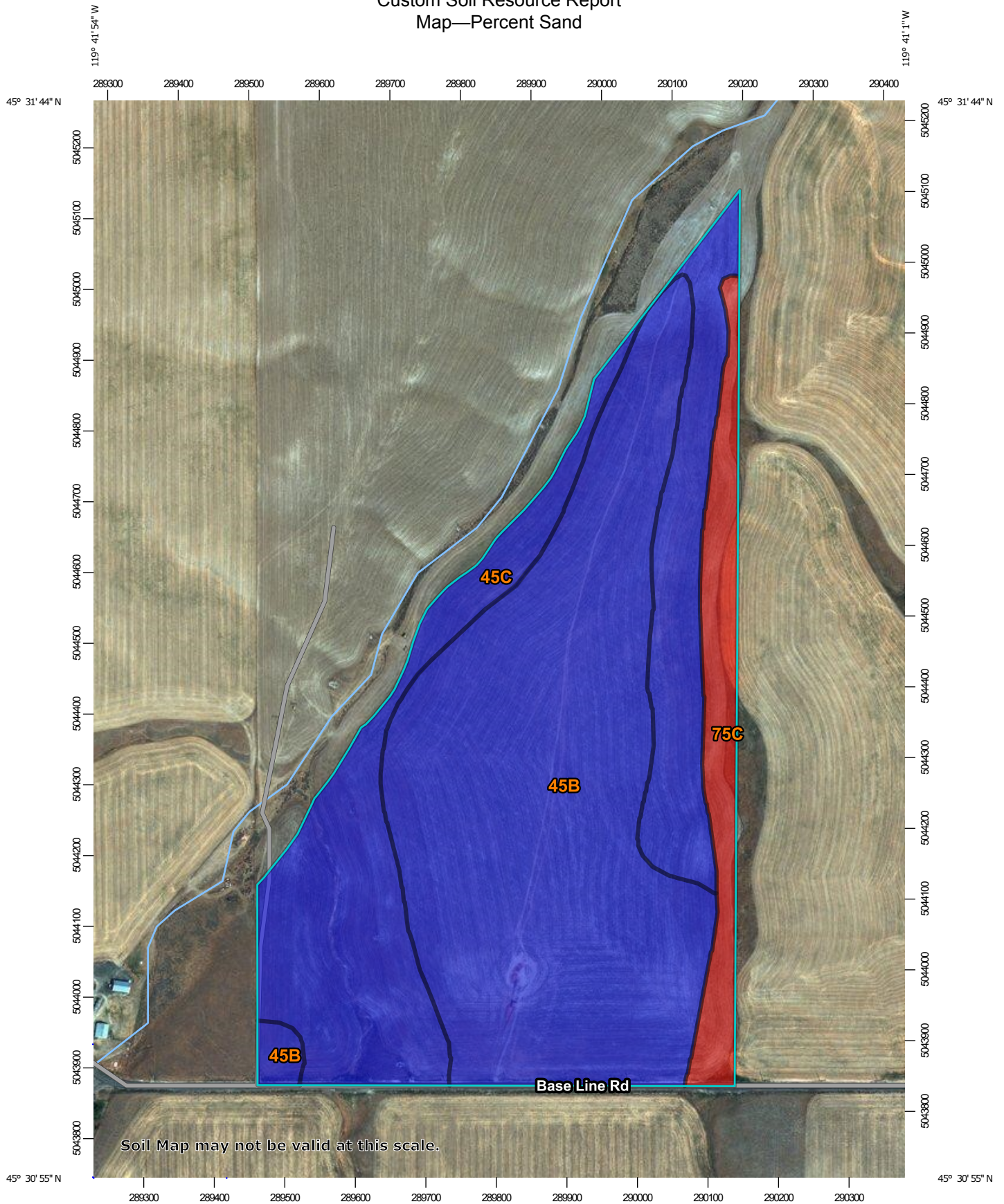
*Layer Options (Horizon Aggregation Method):* All Layers (Weighted Average)

**Percent Sand**

Sand as a soil separate consists of mineral soil particles that are 0.05 millimeter to 2 millimeters in diameter. In the database, the estimated sand content of each soil layer is given as a percentage, by weight, of the soil material that is less than 2 millimeters in diameter. The content of sand, silt, and clay affects the physical behavior of a soil. Particle size is important for engineering and agronomic interpretations, for determination of soil hydrologic qualities, and for soil classification.


For each soil layer, this attribute is actually recorded as three separate values in the database. A low value and a high value indicate the range of this attribute for the soil component. A "representative" value indicates the expected value of this attribute for the component. For this soil property, only the representative value is used.

# Custom Soil Resource Report Map—Percent Sand






### MAP LEGEND

**Area of Interest (AOI)**




 Area of Interest (AOI)

**Soils**




**Soil Rating Polygons**

-  <= 16.8
-  > 16.8 and <= 23.7
-  Not rated or not available


**Soil Rating Lines**

-  <= 16.8
-  > 16.8 and <= 23.7
-  Not rated or not available






**Soil Rating Points**

-  <= 16.8
-  > 16.8 and <= 23.7
-  Not rated or not available


**Water Features**

 Streams and Canals

**Transportation**

-  Rails
-  Interstate Highways
-  US Routes
-  Major Roads
-  Local Roads

**Background**

 Aerial Photography

### MAP INFORMATION

The soil surveys that comprise your AOI were mapped at 1:24,000.

Warning: Soil Map may not be valid at this scale.

Enlargement of maps beyond the scale of mapping can cause misunderstanding of the detail of mapping and accuracy of soil line placement. The maps do not show the small areas of contrasting soils that could have been shown at a more detailed scale.

Please rely on the bar scale on each map sheet for map measurements.

Source of Map: Natural Resources Conservation Service  
 Web Soil Survey URL:  
 Coordinate System: Web Mercator (EPSG:3857)

Maps from the Web Soil Survey are based on the Web Mercator projection, which preserves direction and shape but distorts distance and area. A projection that preserves area, such as the Albers equal-area conic projection, should be used if more accurate calculations of distance or area are required.

This product is generated from the USDA-NRCS certified data as of the version date(s) listed below.

Soil Survey Area: Morrow County, Oregon  
 Survey Area Data: Version 13, Sep 25, 2017

Soil map units are labeled (as space allows) for map scales 1:50,000 or larger.

Date(s) aerial images were photographed: May 30, 2013—Nov 10, 2016

The orthophoto or other base map on which the soil lines were compiled and digitized probably differs from the background imagery displayed on these maps. As a result, some minor shifting of map unit boundaries may be evident.

**Table—Percent Sand**

Map unit symbol	Map unit name	Rating (percent)	Acres in AOI	Percent of AOI
45B	Ritzville silt loam, 2 to 7 percent slopes	23.7	76.3	58.0%
45C	Ritzville silt loam, 7 to 12 percent slopes	23.7	43.7	33.2%
75C	Willis silt loam, 5 to 12 percent slopes	16.8	11.5	8.8%
<b>Totals for Area of Interest</b>			<b>131.5</b>	<b>100.0%</b>

**Rating Options—Percent Sand**

*Units of Measure:* percent

*Aggregation Method:* Dominant Component

*Component Percent Cutoff:* None Specified

*Tie-break Rule:* Higher

*Interpret Nulls as Zero:* No

*Layer Options (Horizon Aggregation Method):* All Layers (Weighted Average)

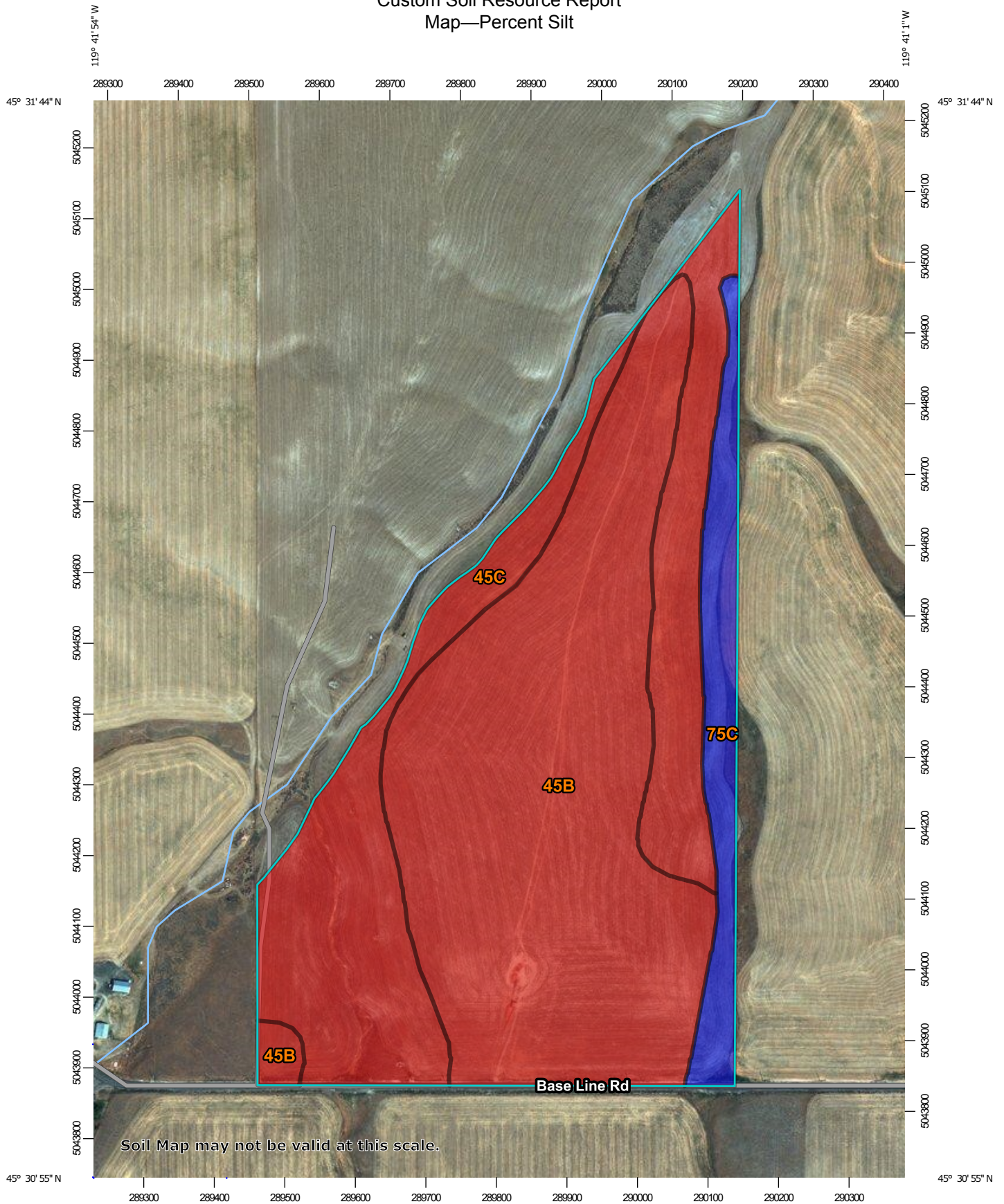
**Percent Silt**

Silt as a soil separate consists of mineral soil particles that are 0.002 to 0.05 millimeter in diameter. In the database, the estimated silt content of each soil layer is given as a percentage, by weight, of the soil material that is less than 2 millimeters in diameter.

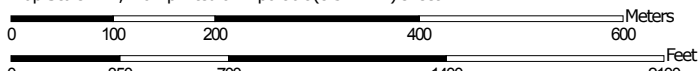
The content of sand, silt, and clay affects the physical behavior of a soil. Particle size is important for engineering and agronomic interpretations, for determination of soil hydrologic qualities, and for soil classification

For each soil layer, this attribute is actually recorded as three separate values in the database. A low value and a high value indicate the range of this attribute for the soil component. A "representative" value indicates the expected value of this attribute for the component. For this soil property, only the representative value is used.

# Custom Soil Resource Report Map—Percent Silt



Map Scale: 1:7,410 if printed on A portrait (8.5" x 11") sheet.




Map projection: Web Mercator Corner coordinates: WGS84 Edge tics: UTM Zone 11N WGS84






### MAP LEGEND

**Area of Interest (AOI)**




 Area of Interest (AOI)

**Soils**




**Soil Rating Polygons**

-  <= 68.8
-  > 68.8 and <= 72.4
-  Not rated or not available


**Soil Rating Lines**

-  <= 68.8
-  > 68.8 and <= 72.4
-  Not rated or not available






**Soil Rating Points**

-  <= 68.8
-  > 68.8 and <= 72.4
-  Not rated or not available


**Water Features**

 Streams and Canals

**Transportation**

-  Rails
-  Interstate Highways
-  US Routes
-  Major Roads
-  Local Roads

**Background**

 Aerial Photography

### MAP INFORMATION

The soil surveys that comprise your AOI were mapped at 1:24,000.

Warning: Soil Map may not be valid at this scale.

Enlargement of maps beyond the scale of mapping can cause misunderstanding of the detail of mapping and accuracy of soil line placement. The maps do not show the small areas of contrasting soils that could have been shown at a more detailed scale.

Please rely on the bar scale on each map sheet for map measurements.

Source of Map: Natural Resources Conservation Service  
 Web Soil Survey URL:  
 Coordinate System: Web Mercator (EPSG:3857)

Maps from the Web Soil Survey are based on the Web Mercator projection, which preserves direction and shape but distorts distance and area. A projection that preserves area, such as the Albers equal-area conic projection, should be used if more accurate calculations of distance or area are required.

This product is generated from the USDA-NRCS certified data as of the version date(s) listed below.

Soil Survey Area: Morrow County, Oregon  
 Survey Area Data: Version 13, Sep 25, 2017

Soil map units are labeled (as space allows) for map scales 1:50,000 or larger.

Date(s) aerial images were photographed: May 30, 2013—Nov 10, 2016

The orthophoto or other base map on which the soil lines were compiled and digitized probably differs from the background imagery displayed on these maps. As a result, some minor shifting of map unit boundaries may be evident.

**Table—Percent Silt**

Map unit symbol	Map unit name	Rating (percent)	Acres in AOI	Percent of AOI
45B	Ritzville silt loam, 2 to 7 percent slopes	68.8	76.3	58.0%
45C	Ritzville silt loam, 7 to 12 percent slopes	68.8	43.7	33.2%
75C	Willis silt loam, 5 to 12 percent slopes	72.4	11.5	8.8%
<b>Totals for Area of Interest</b>			<b>131.5</b>	<b>100.0%</b>

### Rating Options—Percent Silt

*Units of Measure:* percent

*Aggregation Method:* Dominant Component

*Component Percent Cutoff:* None Specified

*Tie-break Rule:* Higher

*Interpret Nulls as Zero:* No

*Layer Options (Horizon Aggregation Method):* All Layers (Weighted Average)

### Plasticity Index

Plasticity index (PI) is one of the standard Atterberg limits used to indicate the plasticity characteristics of a soil. It is defined as the numerical difference between the liquid limit and plastic limit of the soil. It is the range of water content in which a soil exhibits the characteristics of a plastic solid.

The plastic limit is the water content that corresponds to an arbitrary limit between the plastic and semisolid states of a soil. The liquid limit is the water content, on a percent by weight basis, of the soil (passing #40 sieve) at which the soil changes from a plastic to a liquid state.

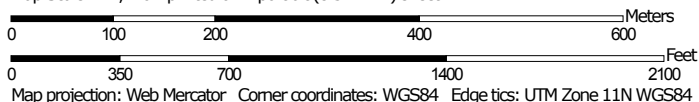
Soils that have a high plasticity index have a wide range of moisture content in which the soil performs as a plastic material. Highly and moderately plastic clays have large PI values. Plasticity index is used in classifying soils in the Unified and AASHTO classification systems.

For each soil layer, this attribute is actually recorded as three separate values in the database. A low value and a high value indicate the range of this attribute for the soil component. A "representative" value indicates the expected value of this attribute for the component. For this soil property, only the representative value is used.

# Custom Soil Resource Report Map—Plasticity Index




Map Scale: 1:7,410 if printed on A portrait (8.5" x 11") sheet.



Map projection: Web Mercator Corner coordinates: WGS84 Edge tics: UTM Zone 11N WGS84

### MAP LEGEND


**Area of Interest (AOI)**

 Area of Interest (AOI)

**Soils**


**Soil Rating Polygons**

 = 2.5

 Not rated or not available

**Soil Rating Lines**

 = 2.5


 Not rated or not available

**Soil Rating Points**

 = 2.5

 Not rated or not available

**Water Features**

 Streams and Canals


**Transportation**

 Rails


 Interstate Highways

 US Routes

 Major Roads

 Local Roads

**Background**

 Aerial Photography

### MAP INFORMATION

The soil surveys that comprise your AOI were mapped at 1:24,000.

Warning: Soil Map may not be valid at this scale.

Enlargement of maps beyond the scale of mapping can cause misunderstanding of the detail of mapping and accuracy of soil line placement. The maps do not show the small areas of contrasting soils that could have been shown at a more detailed scale.

Please rely on the bar scale on each map sheet for map measurements.

Source of Map: Natural Resources Conservation Service  
 Web Soil Survey URL:  
 Coordinate System: Web Mercator (EPSG:3857)

Maps from the Web Soil Survey are based on the Web Mercator projection, which preserves direction and shape but distorts distance and area. A projection that preserves area, such as the Albers equal-area conic projection, should be used if more accurate calculations of distance or area are required.

This product is generated from the USDA-NRCS certified data as of the version date(s) listed below.

Soil Survey Area: Morrow County, Oregon  
 Survey Area Data: Version 13, Sep 25, 2017

Soil map units are labeled (as space allows) for map scales 1:50,000 or larger.

Date(s) aerial images were photographed: May 30, 2013—Nov 10, 2016

The orthophoto or other base map on which the soil lines were compiled and digitized probably differs from the background imagery displayed on these maps. As a result, some minor shifting of map unit boundaries may be evident.

**Table—Plasticity Index**

Map unit symbol	Map unit name	Rating (percent)	Acres in AOI	Percent of AOI
45B	Ritzville silt loam, 2 to 7 percent slopes	2.5	76.3	58.0%
45C	Ritzville silt loam, 7 to 12 percent slopes	2.5	43.7	33.2%
75C	Willis silt loam, 5 to 12 percent slopes	2.5	11.5	8.8%
<b>Totals for Area of Interest</b>			<b>131.5</b>	<b>100.0%</b>

### **Rating Options—Plasticity Index**

*Units of Measure:* percent

*Aggregation Method:* Dominant Component

*Component Percent Cutoff:* None Specified

*Tie-break Rule:* Higher

*Interpret Nulls as Zero:* No

*Layer Options (Horizon Aggregation Method):* All Layers (Weighted Average)

### **Soil Qualities and Features**

Soil qualities are behavior and performance attributes that are not directly measured, but are inferred from observations of dynamic conditions and from soil properties. Example soil qualities include natural drainage, and frost action. Soil features are attributes that are not directly part of the soil. Example soil features include slope and depth to restrictive layer. These features can greatly impact the use and management of the soil.

### **Depth to a Selected Soil Restrictive Layer: Duripan**

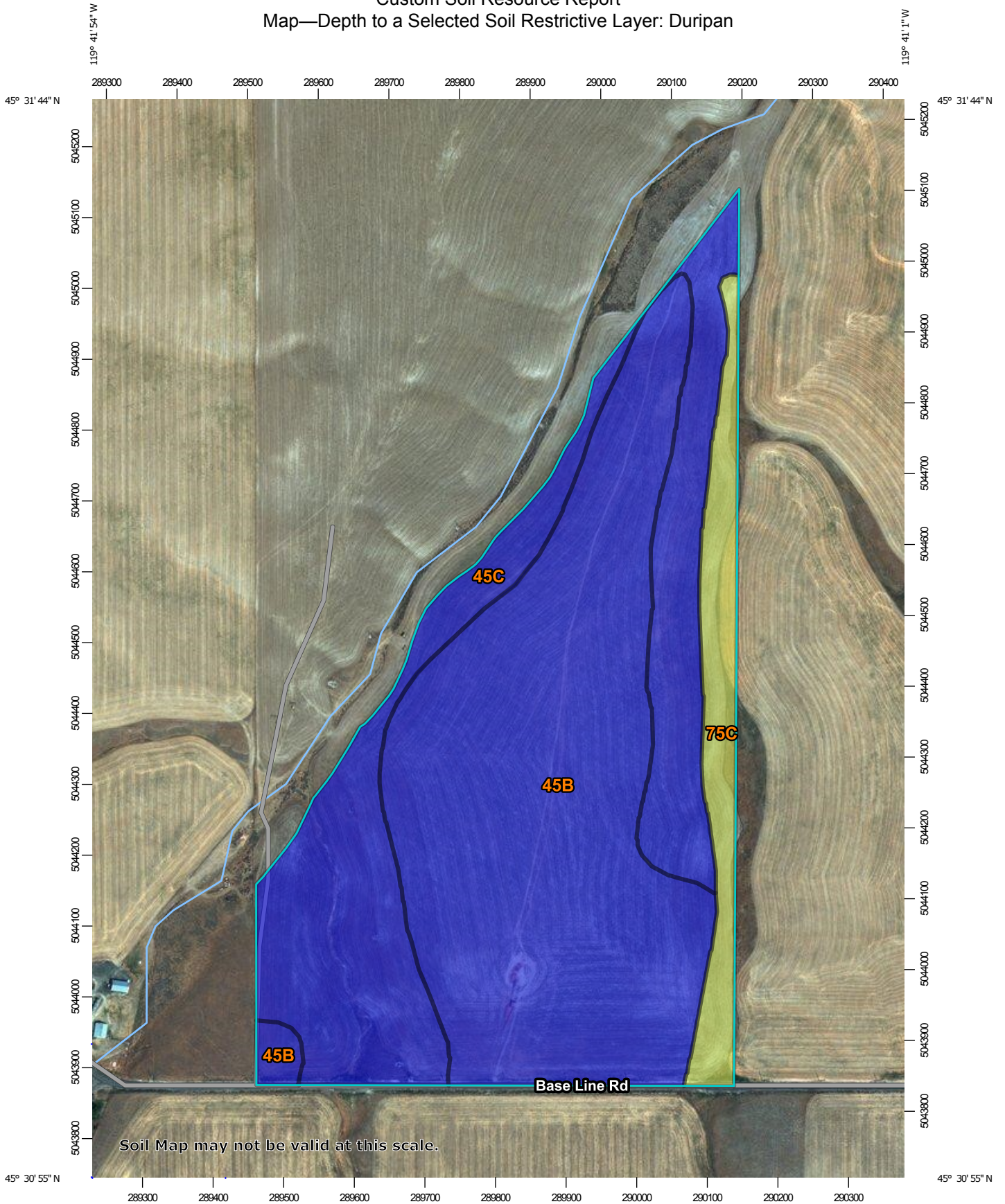
A "restrictive layer" is a nearly continuous layer that has one or more physical, chemical, or thermal properties that significantly impede the movement of water and air through the soil or that restrict roots or otherwise provide an unfavorable root environment. Examples are bedrock, cemented layers, dense layers, and frozen layers.

This theme presents the depth to the user selected type of restrictive layer as described in for each map unit. If no restrictive layer is described in a map unit, it is represented by the "> 200" depth class.

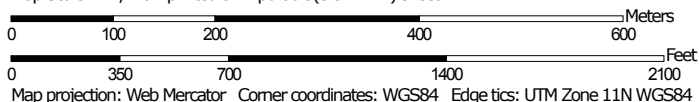
## Custom Soil Resource Report

This attribute is actually recorded as three separate values in the database. A low value and a high value indicate the range of this attribute for the soil component. A "representative" value indicates the expected value of this attribute for the component. For this soil property, only the representative value is used.

Custom Soil Resource Report  
Map—Depth to a Selected Soil Restrictive Layer: Duripan
































Map Scale: 1:7,410 if printed on A portrait (8.5" x 11") sheet.



Map projection: Web Mercator Corner coordinates: WGS84 Edge tics: UTM Zone 11N WGS84

### MAP LEGEND

- Area of Interest (AOI)**
  -  Area of Interest (AOI)
- Soils**
  - Soil Rating Polygons**
    -  0 - 25
    -  25 - 50
    -  50 - 100
    -  100 - 150
    -  150 - 200
    -  > 200
    -  Not rated or not available
  - Soil Rating Lines**
    -  0 - 25
    -  25 - 50
    -  50 - 100
    -  100 - 150
    -  150 - 200
    -  > 200
    -  Not rated or not available
  - Soil Rating Points**
    -  0 - 25
    -  25 - 50
    -  50 - 100
    -  100 - 150
    -  150 - 200
    -  > 200
- Water Features**
  -  Streams and Canals
- Transportation**
  -  Rails
  -  Interstate Highways
  -  US Routes
  -  Major Roads
  -  Local Roads
- Background**
  -  Aerial Photography
-  Not rated or not available

### MAP INFORMATION

The soil surveys that comprise your AOI were mapped at 1:24,000.

Warning: Soil Map may not be valid at this scale.

Enlargement of maps beyond the scale of mapping can cause misunderstanding of the detail of mapping and accuracy of soil line placement. The maps do not show the small areas of contrasting soils that could have been shown at a more detailed scale.

Please rely on the bar scale on each map sheet for map measurements.

Source of Map: Natural Resources Conservation Service  
 Web Soil Survey URL:  
 Coordinate System: Web Mercator (EPSG:3857)

Maps from the Web Soil Survey are based on the Web Mercator projection, which preserves direction and shape but distorts distance and area. A projection that preserves area, such as the Albers equal-area conic projection, should be used if more accurate calculations of distance or area are required.

This product is generated from the USDA-NRCS certified data as of the version date(s) listed below.

Soil Survey Area: Morrow County, Oregon  
 Survey Area Data: Version 13, Sep 25, 2017

Soil map units are labeled (as space allows) for map scales 1:50,000 or larger.

Date(s) aerial images were photographed: May 30, 2013—Nov 10, 2016

The orthophoto or other base map on which the soil lines were compiled and digitized probably differs from the background imagery displayed on these maps. As a result, some minor shifting of map unit boundaries may be evident.



**Table—Depth to a Selected Soil Restrictive Layer: Duripan**

Map unit symbol	Map unit name	Rating (centimeters)	Acres in AOI	Percent of AOI
45B	Ritzville silt loam, 2 to 7 percent slopes	>200	76.3	58.0%
45C	Ritzville silt loam, 7 to 12 percent slopes	>200	43.7	33.2%
75C	Willis silt loam, 5 to 12 percent slopes	89	11.5	8.8%
<b>Totals for Area of Interest</b>			<b>131.5</b>	<b>100.0%</b>

**Rating Options—Depth to a Selected Soil Restrictive Layer: Duripan**

*Units of Measure:* centimeters

*Restriction Kind:* Duripan

*Aggregation Method:* Dominant Component

*Component Percent Cutoff:* None Specified

*Tie-break Rule:* Lower

*Interpret Nulls as Zero:* No

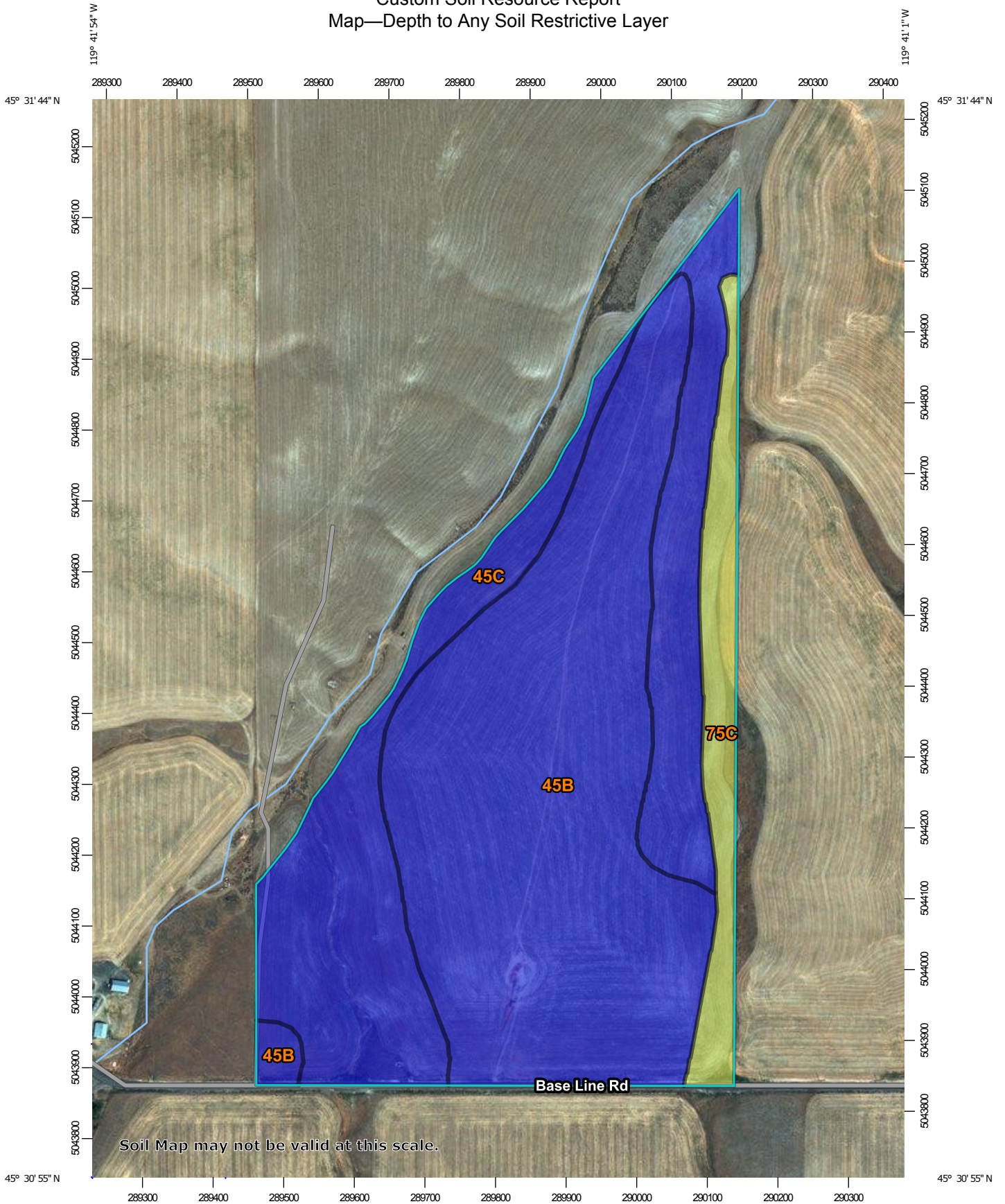
**Depth to Any Soil Restrictive Layer**

A "restrictive layer" is a nearly continuous layer that has one or more physical, chemical, or thermal properties that significantly impede the movement of water and air through the soil or that restrict roots or otherwise provide an unfavorable root environment. Examples are bedrock, cemented layers, dense layers, and frozen layers.

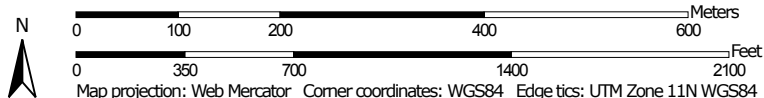
This theme presents the depth to any type of restrictive layer that is described for each map unit. If more than one type of restrictive layer is described for an individual soil type, the depth to the shallowest one is presented. If no restrictive layer is described in a map unit, it is represented by the "> 200" depth class.

This attribute is actually recorded as three separate values in the database. A low value and a high value indicate the range of this attribute for the soil component. A "representative" value indicates the expected value of this attribute for the component. For this soil property, only the representative value is used.


# Custom Soil Resource Report Map—Depth to Any Soil Restrictive Layer



Map Scale: 1:7,410 if printed on A portrait (8.5" x 11") sheet.










### MAP LEGEND








**Area of Interest (AOI)**  
 Area of Interest (AOI)

**Soils**







**Soil Rating Polygons**


-  0 - 25
-  25 - 50
-  50 - 100
-  100 - 150
-  150 - 200
-  > 200
-  Not rated or not available

**Soil Rating Lines**






-  0 - 25
-  25 - 50
-  50 - 100
-  100 - 150
-  150 - 200
-  > 200
-  Not rated or not available


**Soil Rating Points**


-  0 - 25
-  25 - 50
-  50 - 100
-  100 - 150
-  150 - 200
-  > 200

**Water Features**  
 Streams and Canals

**Transportation**

-  Rails
-  Interstate Highways
-  US Routes
-  Major Roads
-  Local Roads

**Background**  
 Aerial Photography

 Not rated or not available

### MAP INFORMATION

The soil surveys that comprise your AOI were mapped at 1:24,000.

Warning: Soil Map may not be valid at this scale.

Enlargement of maps beyond the scale of mapping can cause misunderstanding of the detail of mapping and accuracy of soil line placement. The maps do not show the small areas of contrasting soils that could have been shown at a more detailed scale.

Please rely on the bar scale on each map sheet for map measurements.

Source of Map: Natural Resources Conservation Service  
 Web Soil Survey URL:  
 Coordinate System: Web Mercator (EPSG:3857)

Maps from the Web Soil Survey are based on the Web Mercator projection, which preserves direction and shape but distorts distance and area. A projection that preserves area, such as the Albers equal-area conic projection, should be used if more accurate calculations of distance or area are required.

This product is generated from the USDA-NRCS certified data as of the version date(s) listed below.

Soil Survey Area: Morrow County, Oregon  
 Survey Area Data: Version 13, Sep 25, 2017

Soil map units are labeled (as space allows) for map scales 1:50,000 or larger.

Date(s) aerial images were photographed: May 30, 2013—Nov 10, 2016

The orthophoto or other base map on which the soil lines were compiled and digitized probably differs from the background imagery displayed on these maps. As a result, some minor shifting of map unit boundaries may be evident.

**Table—Depth to Any Soil Restrictive Layer**

Map unit symbol	Map unit name	Rating (centimeters)	Acres in AOI	Percent of AOI
45B	Ritzville silt loam, 2 to 7 percent slopes	>200	76.3	58.0%
45C	Ritzville silt loam, 7 to 12 percent slopes	>200	43.7	33.2%
75C	Willis silt loam, 5 to 12 percent slopes	89	11.5	8.8%
<b>Totals for Area of Interest</b>			<b>131.5</b>	<b>100.0%</b>

### **Rating Options—Depth to Any Soil Restrictive Layer**

*Units of Measure:* centimeters

*Aggregation Method:* Dominant Component

*Component Percent Cutoff:* None Specified

*Tie-break Rule:* Lower

*Interpret Nulls as Zero:* No

## **Water Features**

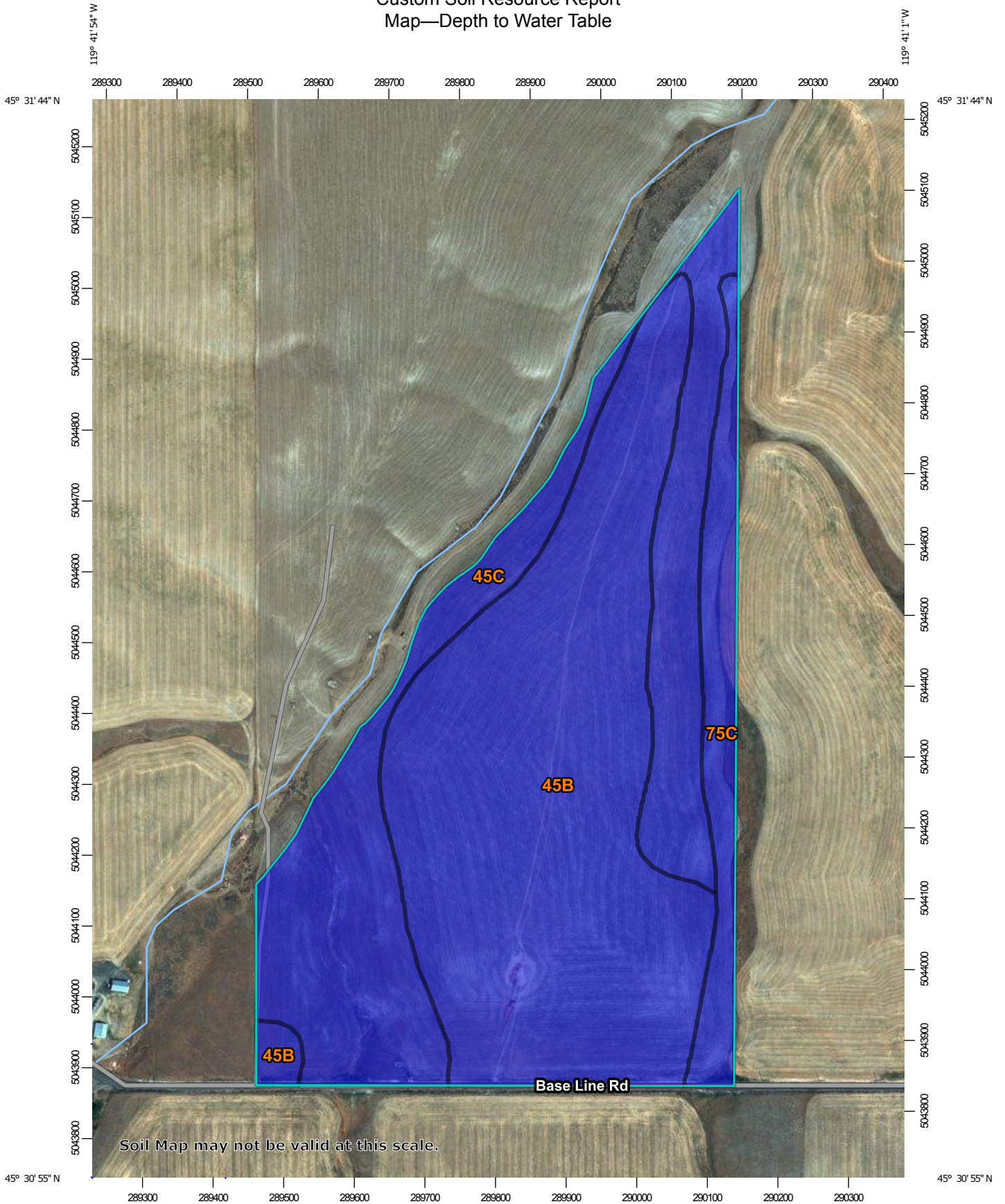
Water Features include ponding frequency, flooding frequency, and depth to water table.

### **Depth to Water Table**

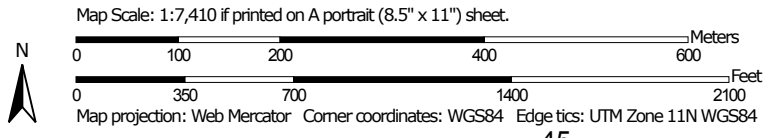
"Water table" refers to a saturated zone in the soil. It occurs during specified months. Estimates of the upper limit are based mainly on observations of the water table at selected sites and on evidence of a saturated zone, namely grayish colors (redoximorphic features) in the soil. A saturated zone that lasts for less than a month is not considered a water table.

This attribute is actually recorded as three separate values in the database. A low value and a high value indicate the range of this attribute for the soil component. A "representative" value indicates the expected value of this attribute for the component. For this soil property, only the representative value is used.


# Custom Soil Resource Report Map—Depth to Water Table



Soil Map may not be valid at this scale.










### MAP LEGEND








**Area of Interest (AOI)**  
 Area of Interest (AOI)

**Soils**







**Soil Rating Polygons**


-  0 - 25
-  25 - 50
-  50 - 100
-  100 - 150
-  150 - 200
-  > 200
-  Not rated or not available

**Soil Rating Lines**






-  0 - 25
-  25 - 50
-  50 - 100
-  100 - 150
-  150 - 200
-  > 200
-  Not rated or not available


**Soil Rating Points**


-  0 - 25
-  25 - 50
-  50 - 100
-  100 - 150
-  150 - 200
-  > 200

**Water Features**  
 Streams and Canals

**Transportation**

-  Rails
-  Interstate Highways
-  US Routes
-  Major Roads
-  Local Roads

**Background**  
 Aerial Photography

 Not rated or not available

### MAP INFORMATION

The soil surveys that comprise your AOI were mapped at 1:24,000.

Warning: Soil Map may not be valid at this scale.

Enlargement of maps beyond the scale of mapping can cause misunderstanding of the detail of mapping and accuracy of soil line placement. The maps do not show the small areas of contrasting soils that could have been shown at a more detailed scale.

Please rely on the bar scale on each map sheet for map measurements.

Source of Map: Natural Resources Conservation Service  
 Web Soil Survey URL:  
 Coordinate System: Web Mercator (EPSG:3857)

Maps from the Web Soil Survey are based on the Web Mercator projection, which preserves direction and shape but distorts distance and area. A projection that preserves area, such as the Albers equal-area conic projection, should be used if more accurate calculations of distance or area are required.

This product is generated from the USDA-NRCS certified data as of the version date(s) listed below.

Soil Survey Area: Morrow County, Oregon  
 Survey Area Data: Version 13, Sep 25, 2017

Soil map units are labeled (as space allows) for map scales 1:50,000 or larger.

Date(s) aerial images were photographed: May 30, 2013—Nov 10, 2016

The orthophoto or other base map on which the soil lines were compiled and digitized probably differs from the background imagery displayed on these maps. As a result, some minor shifting of map unit boundaries may be evident.

**Table—Depth to Water Table**

Map unit symbol	Map unit name	Rating (centimeters)	Acres in AOI	Percent of AOI
45B	Ritzville silt loam, 2 to 7 percent slopes	>200	76.3	58.0%
45C	Ritzville silt loam, 7 to 12 percent slopes	>200	43.7	33.2%
75C	Willis silt loam, 5 to 12 percent slopes	>200	11.5	8.8%
<b>Totals for Area of Interest</b>			<b>131.5</b>	<b>100.0%</b>

### **Rating Options—Depth to Water Table**

*Units of Measure:* centimeters

*Aggregation Method:* Dominant Component

*Component Percent Cutoff:* None Specified

*Tie-break Rule:* Lower

*Interpret Nulls as Zero:* No

*Beginning Month:* January

*Ending Month:* December



# References

---

- American Association of State Highway and Transportation Officials (AASHTO). 2004. Standard specifications for transportation materials and methods of sampling and testing. 24th edition.
- American Society for Testing and Materials (ASTM). 2005. Standard classification of soils for engineering purposes. ASTM Standard D2487-00.
- Cowardin, L.M., V. Carter, F.C. Golet, and E.T. LaRoe. 1979. Classification of wetlands and deep-water habitats of the United States. U.S. Fish and Wildlife Service FWS/OBS-79/31.
- Federal Register. July 13, 1994. Changes in hydric soils of the United States.
- Federal Register. September 18, 2002. Hydric soils of the United States.
- Hurt, G.W., and L.M. Vasilas, editors. Version 6.0, 2006. Field indicators of hydric soils in the United States.
- National Research Council. 1995. Wetlands: Characteristics and boundaries.
- Soil Survey Division Staff. 1993. Soil survey manual. Soil Conservation Service. U.S. Department of Agriculture Handbook 18. [http://www.nrcs.usda.gov/wps/portal/nrcs/detail/national/soils/?cid=nrcs142p2\\_054262](http://www.nrcs.usda.gov/wps/portal/nrcs/detail/national/soils/?cid=nrcs142p2_054262)
- Soil Survey Staff. 1999. Soil taxonomy: A basic system of soil classification for making and interpreting soil surveys. 2nd edition. Natural Resources Conservation Service, U.S. Department of Agriculture Handbook 436. [http://www.nrcs.usda.gov/wps/portal/nrcs/detail/national/soils/?cid=nrcs142p2\\_053577](http://www.nrcs.usda.gov/wps/portal/nrcs/detail/national/soils/?cid=nrcs142p2_053577)
- Soil Survey Staff. 2010. Keys to soil taxonomy. 11th edition. U.S. Department of Agriculture, Natural Resources Conservation Service. [http://www.nrcs.usda.gov/wps/portal/nrcs/detail/national/soils/?cid=nrcs142p2\\_053580](http://www.nrcs.usda.gov/wps/portal/nrcs/detail/national/soils/?cid=nrcs142p2_053580)
- Tiner, R.W., Jr. 1985. Wetlands of Delaware. U.S. Fish and Wildlife Service and Delaware Department of Natural Resources and Environmental Control, Wetlands Section.
- United States Army Corps of Engineers, Environmental Laboratory. 1987. Corps of Engineers wetlands delineation manual. Waterways Experiment Station Technical Report Y-87-1.
- United States Department of Agriculture, Natural Resources Conservation Service. National forestry manual. [http://www.nrcs.usda.gov/wps/portal/nrcs/detail/soils/home/?cid=nrcs142p2\\_053374](http://www.nrcs.usda.gov/wps/portal/nrcs/detail/soils/home/?cid=nrcs142p2_053374)
- United States Department of Agriculture, Natural Resources Conservation Service. National range and pasture handbook. <http://www.nrcs.usda.gov/wps/portal/nrcs/detail/national/landuse/rangepasture/?cid=stelprdb1043084>

## Custom Soil Resource Report

United States Department of Agriculture, Natural Resources Conservation Service. National soil survey handbook, title 430-VI. [http://www.nrcs.usda.gov/wps/portal/nrcs/detail/soils/scientists/?cid=nrcs142p2\\_054242](http://www.nrcs.usda.gov/wps/portal/nrcs/detail/soils/scientists/?cid=nrcs142p2_054242)

United States Department of Agriculture, Natural Resources Conservation Service. 2006. Land resource regions and major land resource areas of the United States, the Caribbean, and the Pacific Basin. U.S. Department of Agriculture Handbook 296. [http://www.nrcs.usda.gov/wps/portal/nrcs/detail/national/soils/?cid=nrcs142p2\\_053624](http://www.nrcs.usda.gov/wps/portal/nrcs/detail/national/soils/?cid=nrcs142p2_053624)

United States Department of Agriculture, Soil Conservation Service. 1961. Land capability classification. U.S. Department of Agriculture Handbook 210. [http://www.nrcs.usda.gov/Internet/FSE\\_DOCUMENTS/nrcs142p2\\_052290.pdf](http://www.nrcs.usda.gov/Internet/FSE_DOCUMENTS/nrcs142p2_052290.pdf)

# **Prime Farmland List for Oregon**

**March 2015**

---

The U.S. Department of Agriculture (USDA) prohibits discrimination in all its programs and activities on the basis of race, color, national origin age, disability, and where applicable, sex, marital status, familial status, parental status, religion, sexual orientation, genetic information, political beliefs, reprisal, or the fact that all or a part of an individual's income is derived from any public assistance program. (Not all prohibited bases apply to all programs.) Persons with disabilities who require alternative means for communication of program information (Braille, large print audiotape, etc.) should contact USDA's TARGET Center at (202)720-2600 (voice and TDD). To file a complaint of discrimination, write to USDA, Director, Office of Civil Rights, 1400 Independence Avenue; S.W., Washington, D.C. 20250-9410 or call (800) 795-3272 (voice) or (202) 720-6382 (TDD). USDA is an equal opportunity provider and employer.

## **OREGON PRIME FARMLAND**

NRCS Oregon has completed the review of the State prime farmland list. The current list is dated March 2015. The list replaces the previous State list dated May 2007. The 2015 list has not changed significantly since the 2007 list. Fifteen map units were removed from the 2007 list and seventeen map units were added to the list due primarily to the revised soil mapping in Yamhill County. The 2015 State list is current with all prime farmland reports as generated for soil surveys available via Web Soil Survey 2015.

## Farmland Classification

### **(a) Definition**

The farmland classification identifies map units as prime farmland, farmland of statewide importance, farmland of local importance, or farmland of unique importance.

### **(b) Significance**

Farmland classification identifies the location and extent of the most suitable land for producing food, feed, fiber, forage, and oilseed crops. This identification is useful in the management and maintenance of the resource base that supports the productive capacity of American agriculture.

### **(c) Measurement**

NRCS policy and procedures on prime and unique farmlands are published in the Code of Federal Regulations 7CFR657. This regulation is reproduced in Exhibit 622-1 for convenience. The website is: [http://www.access.gpo.gov/nara/cfr/waisidx\\_99/7cfr657\\_99.html](http://www.access.gpo.gov/nara/cfr/waisidx_99/7cfr657_99.html).

### **(d) Entries**

Enter the numerical code for the classification of each map unit. Soils of unique, statewide, or local importance are not prime farmland. Allowable entries are numerical codes as follows:

- 1 - All areas are prime farmland.
- 2 - Prime farmland if drained.
- 3 - Prime farmland if protected from flooding or not frequently flooded during the growing season.
- 4 - Prime farmland if irrigated.
- 5 - Prime farmland if drained and either protected from flooding or not frequently flooded during the growing season.
- 6 - Prime farmland if irrigated and drained.
- 7 - Prime farmland if irrigated and either protected from flooding or not frequently flooded during the growing season.
- 8 - Prime farmland if subsoiled, completely removing the root inhibiting soil layer.
- 9 - Prime farmland if irrigated and the product of I (soil erodibility) x C (climate factor) does not exceed 60.
- 10- Prime farmland if irrigated and reclaimed of excess salts and sodium.

## **Prime Farmland Soils**

### **(a) Definition**

Prime farmland is land that has the best combination of physical and chemical characteristics for producing food, feed, forage, fiber, and oilseed crops and that is available for these uses. It has the combination of soil properties, growing season, and moisture supply needed to produce sustained high yields of crops in an economic manner if it is treated and managed according to acceptable farming methods. In general, prime farmland has an adequate and dependable water supply from precipitation or irrigation, a favorable temperature and growing season, an acceptable level of acidity or alkalinity, an acceptable content of salt or sodium, and few or no rocks. Its soils are permeable to water and air. Prime farmland is not excessively eroded or saturated with water for long periods of time, and it either does not flood frequently during the growing season or is protected from flooding. Users of the lists of prime farmland map units should recognize that soil properties are only one of several criteria that are necessary. Other considerations include:

#### **(1) Land use**

Prime farmland is designated independently of current land use, but it cannot be areas of water or urban or built-up land as defined for the National Resource Inventories. Map units that are complexes or associations containing components of urban land or miscellaneous areas as part of the map unit name cannot be designated as prime farmland. The soil survey memorandum of understanding determines the scale of mapping and should reflect local land use interests in designing of map units.

#### **(2) Frequency of flooding**

Some map units may include both prime farmland and land not prime farmland because of variations in flooding frequency.

#### **(3) Irrigation**

Some map units include areas that have a developed irrigation water supply that is dependable and of adequate quality and areas that do not have such a supply. In these units, only the irrigated areas meet the prime farmland criteria.

#### **(4) Water table**

Some map units include both drained and undrained areas. Only the drained areas meet the prime farmland criteria.

#### **(5) Wind erodibility**

The product of I (soil erodibility) x C (climate factor) cannot exceed 60 to meet prime farmland criteria. A map unit may be considered prime farmland in one part of a survey area but not in another where the climate factor is different.

#### **(b) Purpose**

The Natural Resources Conservation Service (NRCS) is committed to the management and maintenance of the resource base that supports the productive capacity of American agriculture. This management and maintenance includes identifying of the location and extent of the most suitable land for producing food, feed, fiber, forage, and oilseed crops. Prime farmland information may be supplemented with separate designations of soil map units that have state-wide, local, or unique importance as farmland capable of producing these crops.

#### **(c) Code of Federal Regulations**

NRCS policy and procedures on prime and unique farmlands are published in the Code of Federal Regulations 7CFR657. The content is reproduced in [Exhibit 622-1](#) for convenience. The website is: [http://www.access.gpo.gov/nara/cfr/waisidx/99/7cfr657\\_99.html](http://www.access.gpo.gov/nara/cfr/waisidx/99/7cfr657_99.html).

#### **Final Rule, Prime and Unique Farmlands (Exhibit 622-1)**

Federal Register, Volume 43, No.21, January 31, 1978.

The Code of Federal Regulations for title 7 part 657 are maintained at the following website: <http://www.gpoaccess.gov/cfr/index.html>. The January 1, 1999 version was amended on September 25, 2000 with the changes published in the Federal Register as follows: [Federal Register: September 25, 2000 (Volume 65, Number 186)]

(Rules and Regulations]

[Page 57537-57538]

From the Federal Register Online via GPO Access [[wais.access.gpo.gov](http://wais.access.gpo.gov)]

[DOCID:fr25se00-2]

## TITLE 7--AGRICULTURE

### DEPARTMENT OF AGRICULTURE

#### PART 657--PRIME AND UNIQUE FARMLANDS--Table of Contents

##### Subpart A--Important Farmlands Inventory

Section 657.1 -- Purpose

Section 657.2 -- Policy

Section 657.3 -- Applicability

Section 657.4 -- NRCS Responsibilities

Section 657.5 -- Identification of Important Farmlands

#### **657.1 -- Purpose.**

NRCS is concerned about any action that tends to impair the productive capacity of American agriculture. The Nation needs to know the extent and location of the best land for producing food, feed, fiber forage, and oilseed crops. In addition to prime and unique farmlands, farmlands that are of statewide and local importance for producing these crops also need to be identified

#### **657.2 -- Policy.**

It is NRCS policy to make and keep current an inventory of the prime farmland and unique farmland of the Nation. This inventory is to be carried out in cooperation with other interested agencies at the national, state, and local levels of government. The objective of the inventory is to identify the extent and location of important rural lands needed to produce food, feed, fiber, forage, and oilseed crops.

#### **657.3 -- Applicability.**

Inventories made under this memorandum do not constitute a designation of any land area to a specific land use. Such designations are the responsibility of appropriate local and state officials.

#### **657.4 -- NRCS Responsibilities.**

##### **(a) State Conservationist.**

Each NRCS state conservationist is to:



(1) Provide leadership for inventories of important farmlands for the state, county, or other subdivision of the state. Each is to work with the appropriate agencies of the state government and others to establish priorities for making these inventories.

(2) Identify the soil mapping units within the state that qualify as prime. In doing this, State Conservationists, in consultation with the cooperators of the National Cooperative Soil Survey, have the flexibility to make local deviation from the permeability criterion or to be more restrictive for other specific criteria in order to assure the most accurate identification of prime farmlands for a state. Each is to invite representatives of the governor's office, agencies of the state government, and others to identify farmlands of statewide importance and unique farmlands that are to be inventoried within the framework of this memorandum.

(3) Prepare a statewide list of:

(i) Soil mapping units that meet the criteria for prime farmland;

(ii) Soil mapping units that are farmlands of statewide importance if the criteria used were based on soil information; and

(iii) Specific high-value food and fiber crops that are grown and, when combined with other favorable factors, qualify lands as unique farmlands.

Copies are to be furnished to NRCS field offices and to the National Soil Survey Center. (See 7 CFR 600.2(c), 600.6.)

(4) Coordinate soil mapping units that qualify as prime farmlands with adjacent states, including Major Land Resource Area Offices (see 7 CFR 600.4, 600.7) responsible for the soil series. Since farmlands of statewide importance and unique farmlands are designated by others at the state level, the soil mapping units and areas identified need not be coordinated among states.

(5) Instruct NRCS district conservationists to arrange local review of lands identified as prime, unique, and additional farmlands of statewide importance by conservation districts and representatives of local agencies. This review is to determine if additional farmland should be identified to meet local decision making needs.

(6) Make and publish each important farmland inventory on a base map of national map accuracy at an intermediate scale of 1:50,000 or 1:100,000. State Conservationists who need base maps of other scales are to submit their requests with justification to the Chief for consideration.

## **657.5 Identification of important farmlands.**

### **(a) Prime farmlands.**

(1) General. Prime farmland is land that has the best combination of physical and chemical characteristics for producing food, feed, forage, fiber, and oilseed crops, and is also available for these uses (the Land could be cropland, pastureland, rangeland, forest land, or other land, but not urban built-up land or water). It has the soil quality, growing season, and moisture supply needed to economically produce sustained high yields of crops when treated and managed, including water management, according to acceptable farming methods. In general, prime farmlands have an adequate and dependable water supply from precipitation or irrigation, a favorable temperature and growing season, acceptable acidity or alkalinity, acceptable salt and sodium content, and few or no rocks. They are permeable to water and air. Prime farmlands are not excessively erodible or saturated with water for a long period of time, and they either do not flood frequently or are protected from flooding. Examples of soils that qualify as prime farmland are Palouse silt loam, 0 to 7 percent slopes; Brookston silty clay loam, drained; and Tama silty clay loam, 0 to 5 percent slopes.

(2) Specific criteria. Prime farmlands meet all the following criteria: Terms used in this section are defined in USDA publications: "Soil Taxonomy, Agriculture Handbook 436"; "Soil Survey Manual, Agriculture Handbook 18"; "Rainfall-erosion Losses From Cropland, Agriculture Handbook 282; "Wind Erosion Forces in the United States and Their Use in Predicting Soil Loss, Agriculture Handbook 346"; and "Saline and Alkali Soils, Agriculture Handbook 60."

(i) The soils have:

(a) Aquic, udic, ustic, or xeric moisture regimes and sufficient available water capacity within a depth of 40 Inches (1 meter), or in the root zone (root zone is the part of the soil that is penetrated or can be penetrated by plant roots) if the root zone is less than 40 inches deep, to produce the commonly grown cultivated crops (cultivated crops include, but are not limited to, grain, forage, fiber, oilseed, sugar beets, sugarcane, vegetables, tobacco, orchard, vineyard, and bush fruit crops) adapted to the region in 7 or more years out of 10; or

(b) Xeric or ustic moisture regimes in which the available water capacity is limited, but the area has a developed irrigation water supply that is dependable (a dependable water supply is one in which enough water is available for irrigation in 8 out of 10 years for the crops commonly grown) and of adequate quality; or,

(c) Aridic or torric moisture regimes, and the area has a developed irrigation water supply that is dependable and of adequate quality; and,

(ii) The soils have a temperature regime that is frigid, mesic, thermic, or hyperthermic (pergelic and cryic regimes are excluded). These are soils that, at a depth of 20 inches (50 cm), have a mean annual temperature higher than 32 deg. F (0 deg. C. In addition, the mean summer temperature at this depth in soils with an O horizon is higher than 47 deg. F (8 deg. C); in soils that have no O horizon, the mean summer temperature is higher than 59 deg. F (15 deg. C); and,

(iii) The soils have a pH between 4.5 and 8.4 in all horizons within a depth of 40 inches (1 meter) or in the root zone if the root zone is less than 40 inches deep; and,

(iv) The soils either have no water table or have a water table that is maintained at a sufficient depth during the cropping season to allow cultivated crops common to the area to be grown; and,

(v) The soils can be managed so that, in all horizons within a depth of 40 inches (1 meter) or in the root zone if the root zone is less than 40 inches deep, during part of each year the conductivity of the saturation extract is less than 4 mmhos/cm and the exchangeable sodium percentage (ESP) is less than 15; and,

(vi) The soils are not flooded frequently during the growing season (less often than once in 2 years); (*thus—if the soil is occasionally flooded, protection from flooding is not required for prime farmland designation*), and,

(vii) The product of K (erodibility factor) x percent slope is less than 2.0, and the product of I (soils erodibility) x C (climatic factor) does not exceed 60; and

(viii) The soils have a permeability rate of at least 0.06 inch (0.15 cm) per hour in the upper 20 inches (50 cm) and the mean annual soil temperature at a depth of 20 inches (50 cm) is less than 59 deg. F (15 deg. C); the permeability rate is not a limiting factor if the mean annual soil temperature is 59 deg. F (15 deg. C) or higher; and,

(ix) Less than 10 percent of the surface layer (upper 6 inches) in these soils consists of rock fragments coarser than 3 inches (7.6 cm).

**NRCS-Oregon has established one state criterion for prime farmland designation. The criterion sets a minimum of 70 consecutive days or more of a frost-free period.**

**Consequently, if a soil map unit meets all of the national criteria as listed above but has a frost-free period of less than 70 days, the map unit is not designated as prime farmland.**

**Example: frost-free period range; 70 to 100 days = prime**

**frost-free period range; 50 to 90 days = not prime**

**Also, the "dominant condition" is used to determine Prime for each map unit.**

**If the map unit contains a miscellaneous major component, the map unit is not designated prime.**

**If the map unit contains a major component in land capability class 6, 7, or 8, the map unit is not designated prime.**

### **Prime Farmland Codes**

1 - All areas are prime farmland.

2 - Prime farmland if drained.

3 - Prime farmland if protected from flooding or not frequently flooded during the growing season.

4 - Prime farmland if irrigated.

5 - Prime farmland if drained and either protected from flooding or not frequently flooded during the growing season.

6 - Prime farmland if irrigated and drained.

7 - Prime farmland if irrigated and either protected from flooding or not frequently flooded during the growing season.

8- Prime farmland if subsoiled, completely removing the root inhibiting soil layer.

9 - Prime farmland if irrigated and the product of I (soil erodibility) x C (climate factor) does not exceed 60.

10- Prime farmland if irrigated and reclaimed of excess salts and sodium.

The following list is a composite listing of prime farmland map units in Oregon as stored in Web Soil Survey on March 1, 2015. NOTE: Map units designated as prime farmland are not available via Web Soil Survey for the map units in the Grant County, Central, soil survey, but they are contained in the composite list. The survey areas are as follows.

Alsea Area	Lincoln County Area
Baker County Area	Linn County Area
Benton County	Malheur County, Northeast
Clackamas County Area	Marion County Area
Clatsop County	Morrow County
Columbia County	Multnomah County
Coos County	Polk County
Crater Lake National Park	Prineville Area
Curry County	Sherman County
Douglas County Area	Tillamook County
Gilliam County	Trout Creek-Shaniko Area
Grant County, Central	Umatilla County Area
Harney County Area	Union County Area
Hood River County Area	Upper Deschutes River Area
Jackson County Area	Wallowa County Area
Josephine County	Wallowa-Whitman National Forest
Klamath County, South	Warm Springs Indian Reservation
Lake County, North	Wasco County, North
Lake County, South	Washington County
Lane County Area	Yamhill County

Mapunit_Name	Prime Farmland Code
Abegg gravelly loam, 2 to 7 percent slopes	4
Abegg gravelly loam, 7 to 12 percent slopes	4
Abegg very gravelly sandy loam, 2 to 12 percent slopes	4
Abin silty clay loam, 0 to 3 percent slopes	1
Abiqua silty clay loam, 0 to 3 percent slopes	1
Abiqua silty clay loam, 3 to 5 percent slopes	1
Abiqua silty clay loam, occasionally flooded, 0 to 3 percent slopes	1
Abiqua silty clay loam, rarely flooded, 0 to 3 percent slopes	1
Abiqua silty clay loam, high precipitation, 0 to 3 percent slopes	1
Abiqua silty clay loam, high precipitation, 3 to 5 percent slopes	1
Adkins fine sandy loam, 0 to 5 percent slopes	4
Adkins fine sandy loam, gravelly substratum, 0 to 5 percent slopes	4
Agency loam, 0 to 3 percent slopes	4
Agency loam, 3 to 8 percent slopes	4
Agency sandy loam, 0 to 3 percent slopes	4
Agency-Madras complex, 0 to 8 percent slopes	4
Alicel fine sandy loam, 1 to 5 percent slopes	1
Alicel loam, 1 to 5 percent slopes	1
Aloha silt loam	2
Aloha silt loam, 0 to 3 percent slopes	2
Aloha silt loam, 3 to 6 percent slopes	2
Aloha silt loam, 3 to 8 percent slopes	2
Aloha variant silt loam	2
Alsea loam, 0 to 5 percent slopes	1
Alsea loam, rarely flooded, 0 to 3 percent slopes	1
Alspaugh clay loam, 2 to 8 percent slopes	1
Amity silt loam	2
Amity silt loam, 0 to 3 percent slopes	2
Anderly silt loam, 1 to 7 percent slopes	4
Anders very fine sandy loam, 3 to 7 percent slopes	4
Applegate silt loam, 2 to 7 percent slopes	4
Athena silt loam, 1 to 7 percent slopes	1
Baker silt loam, 0 to 2 percent slopes	4
Baker silt loam, 0 to 2 percent slopes, warm	4
Baker silt loam, 2 to 7 percent slopes	4
Baker silt loam, 2 to 7 percent slopes, warm	4
Baldock silt loam	6
Baldock silt loam, 0 to 2 percent slopes	6
Balm loam, 0 to 3 percent slopes	6
Balm-Catherine complex, 0 to 3 percent slopes	6
Banning loam	1
Banning loam, 0 to 3 percent slopes	1
Banning loam, 3 to 12 percent slopes	1
Barhiskey gravelly loamy sand, 0 to 3 percent slopes	4
Barhiskey variant gravelly loamy sand, 0 to 3 percent slopes	6
Barnard silt loam, 2 to 7 percent slopes	4

Barron coarse sandy loam, 0 to 7 percent slopes	4
Barron coarse sandy loam, 2 to 7 percent slopes	4
Bellpine clay loam, 3 to 12 percent slopes	1
Bellpine silt loam, 3 to 12 percent slopes	1
Bellpine silty clay loam, 3 to 12 percent slopes	1
Bellpine-Jory complex, 2 to 12 percent slopes	1
Bornstedt silt loam, 0 to 8 percent slopes	1
Boyce silt loam, 0 to 2 percent slopes	6
Boyce silty clay loam	6
Briedwell gravelly loam, 0 to 7 percent slopes	1
Briedwell silt loam, 0 to 3 percent slopes	1
Briedwell silt loam, 0 to 7 percent slopes	1
Briedwell silt loam, 0 to 3 percent slopes, low terrace	1
Buckbert ashy sandy loam, 0 to 3 percent slopes	4
Buckbert sandy loam, 0 to 3 percent slopes	4
Bully silt loam	4
Burke silt loam, 1 to 7 percent slopes	4
Burlington fine sandy loam, 0 to 8 percent slopes	1
Calimus fine sandy loam, 0 to 2 percent slopes	4
Calimus fine sandy loam, 2 to 5 percent slopes	4
Calimus loam, 0 to 2 percent slopes	4
Calimus loam, 2 to 5 percent slopes	4
Calimus silt loam, 0 to 5 percent slopes	4
Canderly sandy loam, 0 to 3 percent slopes	4
Canderly sandy loam, 3 to 8 percent slopes	4
Cantala silt loam, 1 to 7 percent slopes	4
Capona loam, 0 to 2 percent slopes	4
Capona loam, 2 to 5 percent slopes	4
Carlton silt loam, 0 to 7 percent slopes	1
Cascade silt loam, 3 to 7 percent slopes	2
Cascade silt loam, 3 to 8 percent slopes	2
Catherine silt loam	4
Catherine silt loam, 0 to 2 percent slopes	4
Catherine silty clay loam	4
Cencove fine sandy loam, 0 to 2 percent slopes	4
Cencove fine sandy loam, 2 to 5 percent slopes	4
Cencove fine sandy loam, 5 to 8 percent slopes	4
Central Point loam, 0 to 3 percent slopes	1
Central Point sandy loam	1
Central Point sandy loam, 0 to 3 percent slopes	1
Chapman loam	1
Chapman loam, 0 to 3 percent slopes	1
Chapman loam, high precipitation, 0 to 3 percent slopes	1
Chapman-Chehalis complex, 0 to 3 percent slopes	1
Chehalem silty clay loam, 0 to 3 percent slopes	2
Chehalem silty clay loam, 0 to 3 percent slopes, occasionally flooded	2
Chehalem silty clay loam, sedimentary, 0 to 3 percent slopes	2
Chehalem silty clay loam, volcanic, 0 to 3 percent slopes	2

Chehalis silt loam	1
Chehalis silt loam, 0 to 3 percent slopes	1
Chehalis silt loam, high precipitation, 0 to 3 percent slopes	1
Chehalis silt loam, occasional overflow	1
Chehalis silty clay loam	1
Chehalis silty clay loam, 0 to 3 percent slopes	1
Chehalis silty clay loam, occasional overflow	1
Chehalis silty clay loam, occasionally flooded	1
Chenoweth loam, 1 to 7 percent slopes	4
Cherryhill silt loam, 1 to 7 percent slopes	4
Chesnimnus gravelly loam, 0 to 3 percent slopes	4
Chesnimnus silt loam, 0 to 3 percent slopes	4
Cheval silt loam, 0 to 2 percent slopes	6
Chilcott silt loam, 2 to 5 percent slopes	4
Clackamas gravelly loam	2
Clackamas gravelly silt loam	2
Clackamas silt loam	2
Clackamas variant silt loam	1
Clawson sandy loam, 0 to 3 percent slopes	2
Clawson sandy loam, 2 to 5 percent slopes	2
Clawson sandy loam, 2 to 7 percent slopes	2
Clinefalls sandy loam, 0 to 3 percent slopes	4
Cloquato silt loam	1
Cloquato silt loam, 0 to 3 percent slopes	1
Cloquato silt loam, high precipitation, 0 to 3 percent slopes	1
Clovkamp loamy sand, 0 to 3 percent slopes	4
Clovkamp loamy sand, bedrock substratum, 0 to 3 percent slopes	4
Coburg complex, rarely and occasionally flooded, 0 to 3 percent	1
Coburg silty clay loam	1
Coburg silty clay loam, 0 to 3 percent slopes	1
Coburg silty clay loam, 0 to 5 percent slopes	1
Coburg silty clay loam, flooded, 0 to 3 percent slopes	1
Coburg silty clay loam, occasionally flooded	1
Coburg silty clay loam, rarely flooded, 0 to 3 percent slopes	1
Coleman loam, 0 to 7 percent slopes	2
Condon and Valby silt loams, 1 to 7 percent slopes	4
Condon silt loam, 1 to 7 percent slopes	4
Conley silty clay loam, 0 to 2 percent slopes	6
Conley silty clay loam, 2 to 5 percent slopes	6
Conley silty clay loam, 2 to 8 percent slopes	6
Cornelius and Kinton silt loams, 2 to 7 percent slopes	1
Cornelius silt loam, 3 to 8 percent slopes	1
Cornelius variant silt loam, 0 to 3 percent slopes	1
Cottrell silty clay loam, 2 to 12 percent slopes	1
Cottrell silty clay loam, 2 to 8 percent slopes	1
Coughanour silt loam, 0 to 2 percent slopes	4
Coughanour silt loam, 2 to 7 percent slopes	4
Court gravelly ashy sandy loam, 1 to 8 percent slopes	4



Court sandy loam, 1 to 8 percent slopes	4
Courtrock loam, 2 to 7 percent slopes	4
Crump muck, 0 to 1 percent slopes	6
Crump silty clay loam, drained, 0 to 1 percent slopes	4
Crump-Ozamis complex, drained, 0 to 1 percent slopes	4
Culbertson loam, 0 to 8 percent slopes	1
Cumulic Haploxerolls, 0 to 2 percent slopes *1	4
Darow silty clay loam, 1 to 5 percent slopes	1
Dayville silt loam	4
Dee silt loam, 0 to 8 percent slopes	2
Defenbaugh loam, 0 to 2 percent slopes	4
Dehill fine sandy loam, 0 to 5 percent slopes	4
Deschutes ashy sandy loam, 0 to 3 percent slopes	4
Deschutes ashy sandy loam, dry, 0 to 3 percent slopes	4
Deschutes sandy loam, 0 to 3 percent slopes	4
Deschutes sandy loam, 3 to 8 percent slopes	4
Deschutes sandy loam, dry, 0 to 3 percent slopes	4
Deschutes-Houstake complex, 0 to 8 percent slopes	4
Deskamp loamy sand, 0 to 3 percent slopes	4
Deskamp loamy sand, 3 to 8 percent slopes	4
Deskamp sandy loam, 3 to 8 percent slopes	4
Deter clay loam, 0 to 2 percent slopes	4
Deter clay loam, 2 to 7 percent slopes	4
Deter loam, 0 to 5 percent slopes	4
Deter loam, low precipitation, 0 to 5 percent slopes	4
Dixon gravelly fine sandy loam, 0 to 5 percent slopes	4
Dixon gravelly fine sandy loam, alkali, 0 to 2 percent slopes	4
Dodes loam, 0 to 2 percent slopes	4
Donica gravelly loam, 0 to 5 percent slopes	4
Dotta sandy loam, 0 to 5 percent slopes	4
Drews loam, 0 to 5 percent slopes	4
Drewsey very fine sandy loam, 1 to 5 percent slopes	4
Drewsgap loam, 0 to 5 percent slopes	4
Drybed silt loam, 0 to 8 percent slopes	4
Dryck gravelly loam, 0 to 2 percent slopes	4
Dryck loam, 0 to 2 percent slopes	4
Duart silt loam, 1 to 7 percent slopes	4
Dufur silt loam, 1 to 7 percent slopes	4
Dumont gravelly clay loam, 1 to 12 percent slopes	1
Dumont gravelly loam, 2 to 12 percent slopes	1
Ellisforde silt loam, 1 to 7 percent slopes	4
Endersby fine sandy loam	4
Endersby fine sandy loam, 0 to 3 percent slopes	4
Endersby loam	4
Endersby-Hermiston complex, 0 to 3 percent slopes	4
Enko loam, 1 to 10 percent slopes	4
Enko loamy sand, 2 to 8 percent slopes	4
Enko sandy loam, 0 to 6 percent slopes	4

Enko-Catlow complex, 1 to 7 percent slopes	4
Enko-McConnel complex, 0 to 5 percent slopes	4
Era ashy loam, 0 to 3 percent slopes	4
Era ashy sandy loam, 0 to 3 percent slopes	4
Era ashy sandy loam, 3 to 8 percent slopes	4
Era sandy loam, 3 to 8 percent slopes	4
Era sandy loam, cobbly substratum, 0 to 3 percent slopes	4
Era soils, 1 to 8 percent slopes	4
Esquatzel silt loam	4
Esquatzel silt loam, 0 to 3 percent slopes	4
Evans loam	1
Evans loam, 0 to 3 percent slopes	1
Evans silt loam, 0 to 3 percent slopes	1
Falk variant fine sandy loam	4
Faloma silt loam	5
Faloma silt loam, protected	2
Foehlin gravelly loam, 0 to 3 percent slopes	1
Foehlin gravelly loam, 3 to 12 percent slopes	1
Fordney gravelly loamy sand, 0 to 5 percent slopes	4
Fordney gravelly loamy sand, 5 to 15 percent slopes	4
Fordney loamy fine sand, 0 to 2 percent slopes	4
Fordney loamy fine sand, 2 to 20 percent slopes	4
Fordney loamy fine sand, terrace, 0 to 3 percent slopes	4
Freels silt loam, 0 to 3 percent slopes	4
Freezener gravelly loam, 1 to 12 percent slopes	1
Garbutt silt loam, 0 to 2 percent slopes	4
Garbutt silt loam, 2 to 5 percent slopes	4
Gelderman-Jory complex, 2 to 12 percent slopes	1
Gelsinger silt loam, 2 to 8 percent slopes	4
Glasgow silt loam, 2 to 7 percent slopes	4
Glide fine sandy loam, 0 to 3 percent slopes	4
Goodrich gravelly loam, 0 to 7 percent slopes	4
Goose Lake silt loam, 0 to 1 percent slopes	6
Greenleaf silt loam, 0 to 2 percent slopes	4
Greenleaf silt loam, 2 to 5 percent slopes	4
Gregory silty clay loam, 0 to 3 percent slopes	2
Gurdane silty clay loam, 0 to 7 percent slopes	4
Hack loam, 0 to 3 percent slopes	4
Hack loam, 3 to 7 percent slopes	4
Harana silt loam	4
Harana silty clay loam	4
Harriman loam, 0 to 2 percent slopes	4
Harriman loam, 0 to 5 percent slopes	4
Harriman loam, 2 to 5 percent slopes	4
Harriman loamy fine sand, 0 to 2 percent slopes	4
Helvetia silt loam, 0 to 12 percent slopes	1
Helvetia silt loam, 2 to 12 percent slopes	1
Helvetia silt loam, 2 to 7 percent slopes	1

Helvetia silt loam, 3 to 8 percent slopes	1
Hermiston silt loam	4
Hermiston silt loam, 0 to 3 percent slopes	4
Hershal silt loam, 0 to 2 percent slopes	6
Hibbard silt loam, 2 to 7 percent slopes	4
Hillsboro loam, 0 to 3 percent slopes	1
Hillsboro loam, 3 to 7 percent slopes	1
Holcomb silt loam	2
Holcomb silt loam, 0 to 3 percent slopes	2
Holcomb silty clay loam	2
Holland sandy loam, cool, 2 to 7 percent slopes	4
Homehollow ashy sandy loam, 0 to 3 percent slopes	4
Hood loam, 0 to 3 percent slopes	1
Hood loam, 3 to 8 percent slopes	1
Hot Lake silt loam	4
Houstake ashy sandy loam, 0 to 3 percent slopes	4
Houstake sandy loam, 0 to 3 percent slopes	4
Houstake sandy loam, dry, 0 to 3 percent slopes	4
Houstake sandy loam, very gravelly substratum, 0 to 3 percent slopes	4
Huberly silt loam	2
Hukill gravelly loam, 1 to 12 percent slopes	1
Hullt clay loam, 2 to 7 percent slopes	1
Hurwal silt loam, 2 to 8 percent slopes	4
Hurwal silt loam, moist, 2 to 8 percent slopes	4
Hutchinson silt loam, 2 to 7 percent slopes	4
Imbler coarse sandy loam, 1 to 5 percent slopes	4
Imbler fine sandy loam, 1 to 5 percent slopes	4
Iris silt loam, 0 to 1 percent slopes	4
Irrigon fine sandy loam, 2 to 5 percent slopes	4
Jerome sandy loam	4
Jett silt loam	4
Jett silt loam, 0 to 3 percent slopes	4
Jimbo silt loam	1
Jimbo-Haflinger complex, 0 to 3 percent slopes	1
Jimbo-Haflinger complex, 0 to 5 percent slopes	1
Jory silt loam, 2 to 12 percent slopes	1
Jory silty clay loam, 2 to 12 percent slopes	1
Jory silty clay loam, 2 to 7 percent slopes	1
Jory silty clay loam, 2 to 8 percent slopes	1
Jory silty clay loam, basalt bedrock, 2 to 12 percent slopes	1
Jory silty clay loam, diabase, 2 to 12 percent slopes	1
Jory silty clay loam, sedimentary bedrock, 2 to 12 percent slopes	1
Jory silty clay loam, sediments, 2 to 12 percent slopes	1
Jory-Bellpine complex, 2 to 12 percent slopes	1
Jory-Gelderman silt loams, 2 to 12 percent slopes	1
Jory-Gelderman silty clay loams, 2 to 12 percent slopes	1
Jory-Nekia complex, 2 to 12 percent slopes	1
Josephine gravelly loam, 3 to 12 percent slopes	1

Josset loam, 0 to 2 percent slopes	4
Kerby loam	1
Kerby loam, 0 to 3 percent slopes	1
Kerby loam, wet, 0 to 3 percent slopes	2
Kimberly fine sandy loam	4
Kimberly fine sandy loam, 0 to 3 percent slopes	4
Kimberly silt loam, 0 to 3 percent slopes	4
Kinton silt loam, 3 to 8 percent slopes	1
Krebs silt loam, 2 to 5 percent slopes	4
Kubli loam, 0 to 3 percent slopes	2
Kubli loam, 3 to 7 percent slopes	2
La Grande silt loam	4
La Grande silt loam, 0 to 3 percent slopes	4
La Grande silty clay loam	4
Ladd loam, 2 to 7 percent slopes	4
LaFollette sandy loam, 0 to 3 percent slopes	4
LaFollette sandy loam, 3 to 8 percent slopes	4
Lakeview loam, 0 to 2 percent slopes	4
Lakeview silty clay loam	4
Lakeview silty clay loam, 0 to 2 percent slopes	4
Lakeview silty clay loam, low precipitation, 0 to 2 percent slopes	4
Langrell gravelly loam, 0 to 3 percent slopes	4
Langrell-Snow complex, 0 to 3 percent slopes	4
Latourell loam, 0 to 3 percent slopes	1
Latourell loam, 3 to 8 percent slopes	1
Latourell silt loam, 0 to 3 percent slopes	1
Latourell silt loam, 3 to 8 percent slopes	1
Laurelwood silt loam, 3 to 7 percent slopes	1
Laurelwood silt loam, 3 to 8 percent slopes	1
Legler clay loam, 0 to 2 percent slopes	4
Legler silty clay loam, 0 to 3 percent slopes	4
Linslaw loam	2
Linslaw loam, 0 to 3 percent slopes	2
Linslaw loam, 3 to 8 percent slopes	2
Lostine silt loam, 0 to 3 percent slopes	4
Loupence silt loam, 0 to 2 percent slopes	6
Madras loam, 0 to 3 percent slopes	4
Madras loam, 3 to 8 percent slopes	4
Madras loam, 0 to 8 percent slopes	4
Madras loam, 1 to 12 percent slopes	4
Madras sandy loam, 0 to 3 percent slopes	4
Madras sandy loam, 3 to 8 percent slopes	4
Malabon silty clay loam	1
Malabon silty clay loam, 0 to 3 percent slopes	1
Malabon silty clay loam, flooded, 0 to 3 percent slopes	1
Malabon silty clay loam, occasionally flooded	1
Malabon silty clay loam, rarely flooded, 0 to 3 percent slopes	1
Malabon variant loam	1

Manita loam, 2 to 7 percent slopes	1
Marks creek loam, 0 to 3 percent slopes	4
Matterhorn gravelly fine sandy loam, 0 to 3 percent slopes	4
Maupin loam, 0 to 5 percent slopes	4
Maupin silt loam, 0 to 8 percent slopes	4
Maupin variant loam	4
McAlpin silty clay loam	1
McAlpin silty clay loam, 0 to 3 percent slopes	1
McAlpin silty clay loam, 3 to 6 percent slopes	1
McAlpin silty clay loam, high precipitation, 0 to 3 percent slopes	1
McAlpin silty clay loam, high precipitation, 3 to 6 percent slopes	1
McAlpin silty clay loam, rarely flooded, 0 to 3 percent slopes	1
McBee silt loam	3
McBee silty clay loam *2	1
McBee silty clay loam *3	3
McBee silty clay loam, 0 to 3 percent slopes	1
McBee silty clay loam, 0 to 3 percent slopes, nonflooded	1
McBee silty clay loam, nonflooded, 0 to 3 percent slopes	1
McBee variant loam	2
McConnel cobbly sandy loam, 3 to 8 percent slopes	4
McConnel very gravelly sandy loam, 0 to 2 percent slopes	4
McConnel very gravelly sandy loam, 2 to 15 percent slopes	4
McNab clay loam, 0 to 3 percent slopes	1
Medford clay loam, 0 to 7 percent slopes	1
Medford clay loam, gravelly substratum, 0 to 7 percent slopes	1
Medford silty clay loam, 0 to 3 percent slopes	1
Melbourne silty clay loam, 2 to 7 percent slopes	1
Mershon silt loam, 0 to 8 percent slopes	1
Metolius ashy sandy loam, 0 to 2 percent slopes	4
Metolius sandy loam, 0 to 8 percent slopes	4
Mikkalo silt loam, 2 to 7 percent slopes	4
Minam gravelly loam, 2 to 8 percent slopes	4
Minam loam, 2 to 8 percent slopes	4
Moag silty clay loam	5
Moag silty clay loam, protected	2
Modoc fine sandy loam, 0 to 2 percent slopes	4
Modoc fine sandy loam, 2 to 5 percent slopes	4
Mondovi silt loam, 0 to 3 percent slopes	4
Morfitt loam, 0 to 2 percent slopes	4
Morrow silt loam, 1 to 7 percent slopes	4
Multnomah loam, 0 to 3 percent slopes	1
Multnomah silt loam, 0 to 3 percent slopes	1
Multnomah silt loam, 3 to 8 percent slopes	1
Multnomah variant loam, 0 to 8 percent slopes	1
Nekia silty clay loam, 2 to 12 percent slopes	1
Nekia silty clay loam, 2 to 7 percent slopes	1
Nekia silty clay loam, 2 to 8 percent slopes	1
Newberg fine sandy loam	4

Newberg fine sandy loam, 0 to 3 percent slopes	4
Newberg fine sandy loam, high precipitation, 0 to 3 percent slopes	4
Newberg loam	4
Newberg loam, 0 to 3 percent slopes	4
Newberg loamy sand, 0 to 3 percent slopes	4
Newberg silt loam	4
Newberg silt loam, 0 to 3 percent slopes	4
Norad silt loam, 0 to 1 percent slopes	4
Norad silt loam, 0 to 2 percent slopes	4
Norad-Spangenburg complex, 0 to 2 percent slopes	4
North Powder loam, 2 to 12 percent slopes	4
North Powder loam, 2 to 15 percent slopes	4
Nyssa silt loam, 0 to 2 percent slopes	4
Nyssa silt loam, 2 to 5 percent slopes	4
Nyssa silt loam, gravel substratum, 0 to 2 percent slopes	4
Nyssa silt loam, gravel substratum, 2 to 5 percent slopes	4
Nyssa-Malheur silt loams, 0 to 2 percent slopes	4
Nyssa-Malheur silt loams, 2 to 5 percent slopes	4
Oak Grove loam, 0 to 8 percent slopes	1
Ochoco-Prineville complex 0 to 3 percent slopes	4
Ochoco-Prineville complex, 3 to 8 percent slopes	4
Olallie clay loam, 0 to 3 percent slopes	6
Olex silt loam, 0 to 5 percent slopes	4
Oliphant silt loam 0 to 3 percent slopes	4
Onyx silt loam	4
Onyx silt loam, 0 to 3 percent slopes	4
Owyhee silt loam, 0 to 2 percent slopes	4
Owyhee silt loam, 2 to 5 percent slopes	4
Ozamis loam, 0 to 1 percent slopes	6
Ozamis silt loam, 0 to 1 percent slopes	6
Ozamis silty clay loam, 0 to 1 percent slopes	6
Packard gravelly loam, 0 to 5 percent slopes	1
Packard gravelly loam, flooded, 0 to 3 percent slopes	1
Palouse silt loam, 0 to 5 percent slopes	1
Palouse silt loam, 1 to 7 percent slopes	1
Parkdale loam, 0 to 8 percent slopes	1
Pedigo silt loam	4
Pedigo silt loam, 0 to 3 percent slopes	4
Pelton-Willowdale complex, 0 to 3 percent slopes	4
Pengra silt loam, 1 to 4 percent slopes	2
Pengra silt loam, 2 to 12 percent slopes	2
Phys silt loam, 1 to 5 percent slopes	4
Pilot Rock silt loam, 1 to 7 percent slopes	4
Plainview sandy loam, 0 to 3 percent slopes	4
Plainview sandy loam, 3 to 8 percent slopes	4
Poden silt loam	4
Poe fine sandy loam	4
Poe loamy fine sand	4

Pollard loam, 2 to 7 percent slopes	1
Powder loam, 0 to 3 percent slopes	4
Powder silt loam	4
Powder silt loam, 0 to 2 percent slopes	4
Powder silt loam, 0 to 3 percent slopes	4
Powder silt loam, occasional overflow	4
Powell silt loam, 0 to 3 percent slopes	2
Powell silt loam, 0 to 8 percent slopes	2
Powell silt loam, 3 to 8 percent slopes	2
Powval silt loam, 0 to 3 percent slopes	4
Powval silt loam, 0 to 3 percent slopes, warm	4
Pritchard silty clay loam, 2 to 7 percent slopes	4
Prosser silt loam, 0 to 2 percent slopes	4
Prosser silt loam, 2 to 7 percent slopes	4
Quafeno loam, 0 to 3 percent slopes	1
Quafeno loam, 3 to 8 percent slopes	1
Quatama loam, 0 to 3 percent slopes	1
Quatama loam, 3 to 7 percent slopes	1
Quatama loam, 3 to 8 percent slopes	1
Quatama silt loam, 0 to 3 percent slopes	1
Quatama silt loam, 3 to 8 percent slopes	1
Rafton silt loam	5
Rafton silt loam, protected	2
Rafton-Sauvie-Moag complex	5
Ramo silty clay loam, 2 to 8 percent slopes	4
Reavis silt loam, 0 to 3 percent slopes	4
Redbell silt loam, 0 to 5 percent slopes	2
Redmond ashy sandy loam, 0 to 3 percent slopes	4
Redmond sandy loam, 0 to 3 percent slopes	4
Redmount gravelly silt loam, 0 to 3 percent slopes	4
Redmount silt loam, 0 to 3 percent slopes	4
Redmount silt loam, 3 to 8 percent slopes	4
Redmount-Cheval complex, 0 to 2 percent slopes	4
Rhea silt loam, 1 to 7 percent slopes	4
Ricco silty clay loam	6
Rio King loam, 1 to 6 percent slopes	4
Ritzville silt loam, 0 to 2 percent slopes	4
Ritzville silt loam, 2 to 7 percent slopes	4
Ritzville very fine sandy loam, 2 to 7 percent slopes	4
Roloff silt loam, 0 to 2 percent slopes	4
Roloff silt loam, 2 to 7 percent slopes	4
Roseburg loam, 0 to 3 percent slopes	1
Rosehaven loam, 3 to 12 percent slopes	1
Royal fine sandy loam, 2 to 5 percent slopes	4
Royal silt loam, 0 to 3 percent slopes	4
Ruch gravelly silt loam, 2 to 7 percent slopes	1
Ruch silt loam, 2 to 7 percent slopes	1
Ruch-Selmac complex, 2 to 7 percent slopes	1

Sagehill fine sandy loam, 0 to 2 percent slopes	4
Sagehill fine sandy loam, 2 to 5 percent slopes	4
Sagehill fine sandy loam, hummocky, 2 to 5 percent slopes	4
Salem gravelly silt loam	1
Salem gravelly silt loam, 0 to 3 percent slopes	1
Salem gravelly silt loam, 0 to 7 percent slopes	1
Salem silt loam, 0 to 7 percent slopes	1
Salisbury loam, 0 to 5 percent slopes	4
Salkum silt loam, 2 to 6 percent slopes	1
Salkum silty clay loam, 2 to 6 percent slopes	1
Salkum silty clay loam, 2 to 8 percent slopes	1
Salkum silty clay loam, basin, 0 to 6 percent slopes	1
Santiam silt loam, 0 to 3 percent slopes	1
Santiam silt loam, 2 to 8 percent slopes	1
Santiam silt loam, 3 to 6 percent slopes	1
Saturn variant silt loam	1
Saum silt loam, 2 to 7 percent slopes	1
Saum silt loam, 3 to 8 percent slopes	1
Sauvie silt loam	5
Sauvie silt loam, protected	2
Sauvie silty clay loam, protected	2
Sawtell silt loam, 0 to 8 percent slopes	1
Schrier silt loam, 2 to 8 percent slopes	4
Schrier silt loam, shaly substratum, 2 to 7 percent slopes	4
Selmac loam, 2 to 7 percent slopes	2
Sevenoaks loamy sand, 0 to 3 percent slopes	4
Shano silt loam, 2 to 7 percent slopes	4
Shefflein loam, 2 to 7 percent slopes	1
Sibold fine sandy loam, 0 to 5 percent slopes	1
Sifton gravelly loam	1
Sifton gravelly loam, occasionally flooded	1
Sifton loam	1
Silverlake silt loam, 0 to 3 percent slopes	4
Sinamox silt loam, 1 to 7 percent slopes	4
Snow silt loam	4
Snow silt loam, 0 to 3 percent slopes	4
Spangenburg complex, 0 to 2 percent slopes	4
Spangenburg silty clay loam, 0 to 1 percent slopes	4
Spangenburg silty clay loam, moist, 0 to 1 percent slopes	4
Spangenburg silty clay loam, thick surface, 0 to 2 percent slopes	4
Springwater loam, 2 to 8 percent slopes	1
Steiwer silt loam, 3 to 6 percent slopes	1
Taunton fine sandy loam, 0 to 2 percent slopes	4
Taunton fine sandy loam, 1 to 7 percent slopes	4
Taunton fine sandy loam, 2 to 5 percent slopes	4
Terrabella clay loam, 0 to 3 percent slopes	2
Tetherow sandy loam, 0 to 3 percent slopes	4
Tetherow sandy loam, 3 to 8 percent slopes	4



Thatuna silt loam, 1 to 7 percent slopes	2
Topper silt loam, 2 to 8 percent slopes	4
Truesdale fine sandy loam, 0 to 2 percent slopes	4
Truesdale fine sandy loam, 2 to 5 percent slopes	4
Truesdale fine sandy loam, 5 to 8 percent slopes	4
Tulana mucky silty clay loam, drained, 0 to 1 percent slopes	4
Tulana silt loam	6
Tulana silt loam, sandy substratum	6
Tumalo sandy loam, 0 to 3 percent slopes	4
Tumalo sandy loam, 3 to 8 percent slopes	4
Turbyfill fine sandy loam, 0 to 2 percent slopes	4
Turbyfill fine sandy loam, 2 to 5 percent slopes	4
Tygh fine sandy loam	7
Valby silt loam, 1 to 7 percent slopes	4
Van Horn fine sandy loam, 0 to 8 percent slopes	1
Van Horn loam, 0 to 8 percent slopes	1
Van Horn variant loam, 0 to 8 percent slopes	1
Veazie loam	7
Veazie loam, 0 to 3 percent slopes	7
Veazie silt loam, 0 to 3 percent slopes	4
Veneta loam, 0 to 7 percent slopes	1
Veneta loam, 0 to 12 percent slopes	1
Veneta variant silt loam, 0 to 7 percent slopes	1
Virtue silt loam, 0 to 2 percent slopes	4
Virtue silt loam, 2 to 5 percent slopes	4
Virtue silt loam, 2 to 7 percent slopes	4
Waha silt loam, 1 to 7 percent slopes	4
Waha silty clay loam, 1 to 12 percent slopes	4
Walla Walla silt loam, 1 to 7 percent slopes	4
Walla Walla silt loam, 3 to 7 percent slopes	4
Walla Walla silt loam, hardpan substratum, 1 to 7 percent slopes	4
Wamic loam, 1 to 5 percent slopes	4
Wapato silt loam	5
Wapato silty clay loam	5
Wapato silty clay loam, 0 to 3 percent slopes	5
Wapato silty clay loam, high precipitation, 0 to 3 percent slopes	5
Wapinitia silt loam, 0 to 8 percent slopes	4
Wapinitia variant silt loam, 1 to 7 percent slopes	4
Warden silt loam, 0 to 2 percent slopes	4
Warden silt loam, 2 to 5 percent slopes	4
Warden very fine sandy loam, 2 to 5 percent slopes	4
Watama silt loam, 2 to 8 percent slopes	4
Watama-Wapinitia silt loams, 0 to 5 percent slopes	4
Wato very fine sandy loam, 3 to 7 percent slopes	4
Wellsdale loam, 2 to 12 percent slopes	1
Wellsdale-Willakenzie-Dupee complex, 2 to 12 percent slopes	1
Wenas-Loupence-Cumulic Haploxerolls complex, 0 to 3 percent slopes	6
Willakenzie clay loam, 2 to 12 percent slopes	1

Willakenzie loam, 2 to 12 percent slopes	1
Willakenzie silty clay loam, 2 to 12 percent slopes	1
Willamette silt loam	1
Willamette silt loam, 0 to 3 percent slopes	1
Willamette silt loam, 3 to 7 percent slopes	1
Willamette silt loam, 3 to 8 percent slopes	1
Willamette silt loam, gravelly substratum, 0 to 3 percent slopes	1
Willamette silt loam, wet, 0 to 3 percent slopes	1
Willamette silt loam, wet, 3 to 7 percent slopes	1
Willis silt loam, 2 to 5 percent slopes	4
Willis silt loam, 2 to 7 percent slopes	4
Willowdale loam, 0 to 2 percent slopes	4
Willowdale loam, 0 to 3 percent slopes	4
Willowdale-Dryck-Fluvaquents complex, 0 to 2 percent slopes	4
Wind River fine sandy loam, 0 to 8 percent slopes	4
Windygap clay loam, 2 to 12 percent slopes	1
Windygap silt loam, 2 to 12 percent slopes	1
Wingdale silt loam, 0 to 2 percent slopes	6
Wingville silt loam	4
Wingville silt loam, 0 to 2 percent slopes	4
Wolfpeak sandy loam, 3 to 12 percent slopes	1
Wollent silt loam	2
Woodburn silt loam	1
Woodburn silt loam, 0 to 3 percent slopes	1
Woodburn silt loam, 3 to 7 percent slopes	1
Woodburn silt loam, 3 to 8 percent slopes	1
Wyeast silt loam, 0 to 8 percent slopes	2
Xerolls, silty, 0 to 3 percent slopes	4
Yakima silt loam, 0 to 3 percent slopes	4
Zorravista fine sand, 0 to 5 percent slopes	4
Zorravista-Hinton complex, 0 to 8 percent slopes	4

\*1 only in Baker and Union Soil Surveys

\*2 only in Clackamas, Linn, Marion, and Yamhill Soil Surveys

\*3 only in Lane, Polk, and Washington Soil Surveys



**Wildlife and Habitat Assessment  
of the  
Harp Solar Project  
Morrow County, Oregon**

*Prepared for:*

**OneEnergy Development, LLC**  
911 NE Davis Street  
Portland, Oregon 97232

*Prepared by:*

Rick Gerhardt and Karen Kronner  
**Northwest Wildlife Consultants, Inc.**  
815 NW 4th St.  
Pendleton, Oregon 97801



September 22, 2017

## TABLE OF CONTENTS

<b>1.0 INTRODUCTION .....</b>	<b>1</b>
<b>2.0 METHODS .....</b>	<b>1</b>
2.1 USFWS Query .....	1
2.2 Soils .....	1
2.3 Wildlife .....	1
2.4 Habitat .....	1
<b>3.0 RESULTS .....</b>	<b>1</b>
3.1 USFWS Response .....	2
3.2 Soils .....	2
3.3 Wildlife Species .....	2
3.4 Habitat .....	2
<b>4.0 SUMMARY .....</b>	<b>2</b>
<b>5.0 REFERENCES .....</b>	<b>2</b>
<b>6.0 FIGURES .....</b>	<b>3</b>
<b>7.0 APPENDICES .....</b>	<b>4</b>

### Figures

<b>Figure 1.</b> Harp Solar Project 2017 Wildlife and Habitat Assessment Area. Aerial imagery showing extent of agriculture at Harp Solar Project. ....	3
<b>Figure 2.</b> Harp Solar Project 2017 Survey Map. Annotated aerial map with parcel, survey, and habitat categorization boundaries.....	3

### Appendices

<b>Appendix A.</b> Special status vertebrate wildlife species of potential occurrence on the Harp Solar Project during the breeding season.....	4
<b>Appendix B.</b> USFWS response letter regarding threatened, endangered, and candidate species expected in, and critical habitats designated on, Harp Solar Project area (cover page and results pages).....	5

## **1.0 INTRODUCTION**

OneEnergy Development, LLC (OED) is developing a solar energy project (Harp Solar or the Project) on private land in Morrow County, Oregon. As part of the review for biological resources, OED contracted with Northwest Wildlife Consultants, Inc. (NWC) to conduct a wildlife and habitat assessment. This included a spring season survey for special status wildlife species, recording all vertebrate wildlife species detected. The primary focus was the special status species Washington ground squirrel (*Urocitellus washingtoni*; WGS) and the potential for their occurrence. This species' current status is State Endangered (ODFW, 2016) and federal Species of Concern (USFWS, 2016). All other vertebrate wildlife species—including those with special state or federal status—were to be recorded as detected. This memorandum summarizes methods and results of information reviews, pre-field investigations and of the May 30, 2017 biological surveys; this was within the optimal period for detecting all species of interest and assessing habitat. Aquatic species were not assessed in detail due to lack of suitable habitat within the Project study area.

## **2.0 METHODS**

The survey area comprised 207 acres of farmland approximately 5 miles north of the town of Lexington, Morrow County; it is primarily in active wheat production (Figure 1). Prior to field surveys, aerial imagery was studied for understanding the general land cover. NWC staff with 25+ years' experience in the area discussed potential special status species. A list was created for special status vertebrate wildlife species known in the general Project area during the breeding season within Project. This list can be found as Appendix A (which is updated to include the 2017 spring season survey results and subsequent likelihood of occurrence).

### **2.1 USFWS Query**

OED requested from the United States Fish and Wildlife Service (USFWS) a list of threatened, endangered, and candidate species expected to occur and a list of critical habitats designated within the Project area. The USFWS response letter can be found as Appendix B.

### **2.2 Soils**

OED also requested from the National Resources Conservation Service (NRCS) a custom soil resource report for the Project area.

### **2.3 Wildlife**

An experienced biologist traversed the non-agricultural portion of the proposed Project on May 30, 2017, recording all vertebrate wildlife species encountered. Due to lack of habitat to support breeding season species (Appendix A), one survey instead of two was deemed sufficient by the experienced biologist as being appropriate for the Project habitat.

### **2.4 Habitat**

During the wildlife survey, habitat was visually assessed for habitat type and quality and rated into categories based on definitions found in Oregon Administrative Rule (OAR) 635-415-0025. This rule defines six habitat categories and establishes mitigation goals and implementation standards for each.

## **3.0 RESULTS**

This section presents results of information queries and the wildlife survey and habitat assessment.

### **3.1 USFWS Response**

OED received a response from the USFWS dated June 2, 2017 (Appendix B) regarding a list of species expected on the Project area in the request and critical habitats designated within the Project area. The Project area requested was defined "Marquardt" (part of the full Harp Solar). The relevant contents of that letter are two. One is "There is a total of 0 threatened, endangered, or candidate species on your species list." The other is "There are no critical habitats within your project area" (Appendix B).

### **3.2 Soils**

According to the custom soil report produced by NRCS (NRCS, 2017), four types of soil are found on the Project area. The majority of the area is composed of Ritzville silt loam and Willis silt loam. These soil types have the depth and stability preferred by WGS (Marr, 2001), but are also well suited for wheat production. A small portion of the area consists of Lickskillet very stony loam, and an even smaller portion is Xeric Torriorthents (NRCS, 2017).

### **3.3 Wildlife Species**

*No Washington ground squirrels or sign of their use were detected on any of the survey areas.* The only wildlife recorded was horned lark (*Eremophila alpestris*), a common native species that adapts well to wheat and stubble fields.

### **3.4 Habitat**

Almost the entire area is in active wheat production, defined as Category 6 developed agriculture. There is a small piece of non-agriculture toward the center of the middle section (Figure 1 & Figure 2). That small portion consists primarily of non-native cheatgrass (*Bromus tectorum*) and feral wheat, and offers little in the way of habitat for wildlife during the breeding season; this small area constitutes Category 4 exotic annual grassland.

## **4.0 SUMMARY**

The Harp Solar Project area is almost entirely in active wheat production, contains no habitat suitable for Washington ground squirrel, and provides little value for native wildlife species during the breeding season.

## **5.0 REFERENCES**

Marr, V. 2001. Effects of 1998 wildfire on Washington ground squirrels and their habitat at Naval Weapons Systems Training Facility, Boardman, Oregon.

National Resources Conservation Service (NRCS). 2017. Custom soil resource report for Morrow County, Oregon: Harp Tract. Produced for OneEnergy Development, LLC. (Available upon request from OED.)

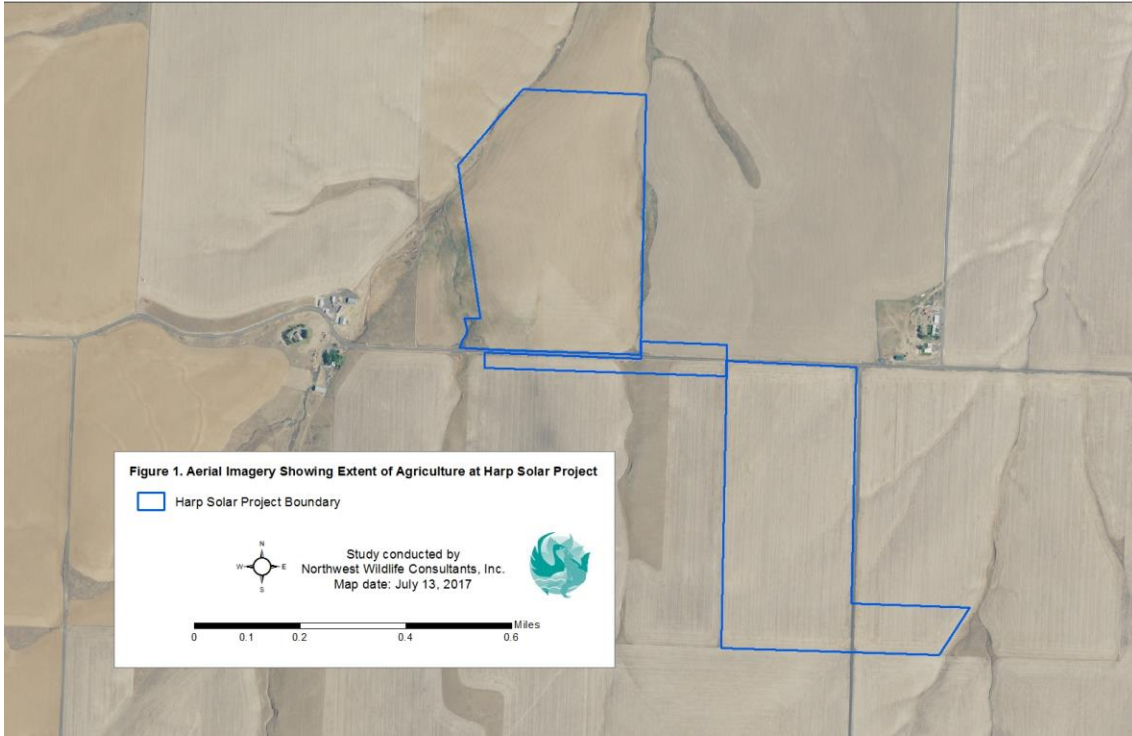
Oregon Biodiversity Information Center (ORBIC). 2016. Rare, Threatened and Endangered Species of Oregon.

Oregon Department of Fish and Wildlife (ODFW). 2016. Sensitive species list. [http://www.dfw.state.or.us/wildlife/diversity/species/docs/2017\\_Sensitive\\_Species\\_List.pdf](http://www.dfw.state.or.us/wildlife/diversity/species/docs/2017_Sensitive_Species_List.pdf).

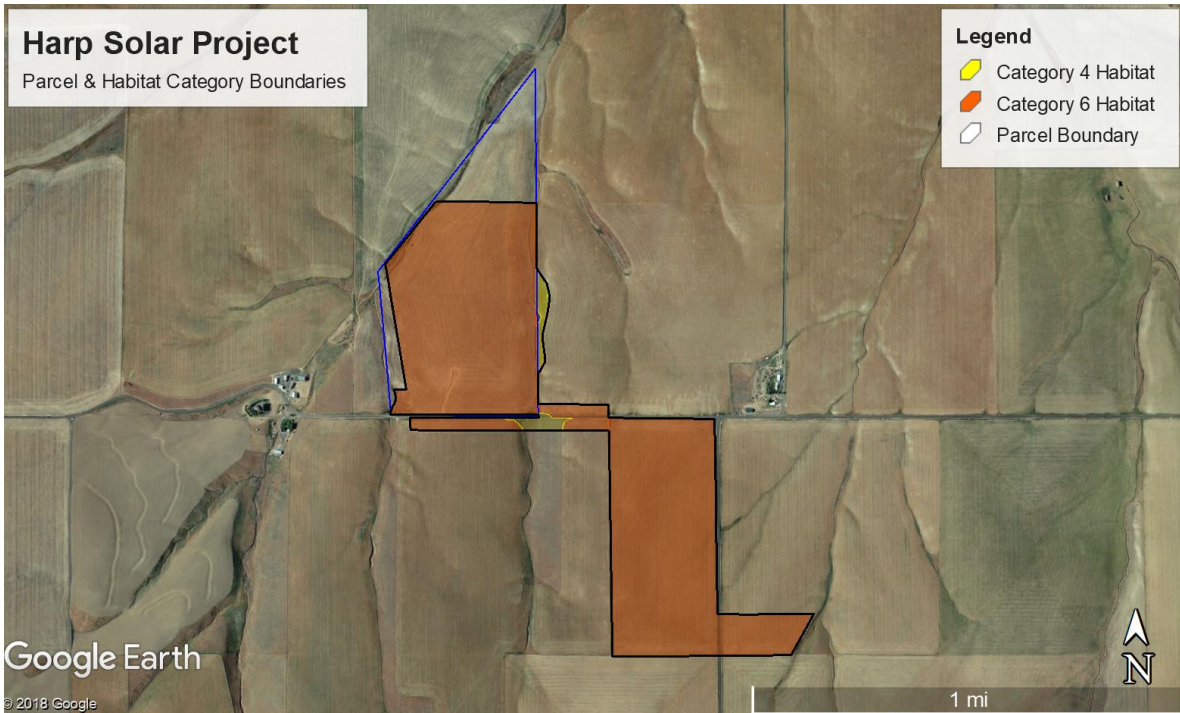
United States Fish and Wildlife Service (USFWS). 2016. USFWS Oregon Species Statewide List. <https://www.fws.gov/oregonfwo/promo.cfm?id=177175701>

## 6.0 FIGURES

**Figure 1.** Harp Solar Project 2017 wildlife and habitat assessment area. Aerial imagery showing extent of agriculture at Harp Solar Project.



**Figure 2.** Harp Solar Project 2017 Survey Map. Annotated aerial map with parcel, survey, and habitat categorization boundaries.





## 7.0 APPENDICES

### Appendix A. Special status vertebrate wildlife species of potential occurrence\* on the Harp Solar Project during the breeding season.

Common Name and Scientific Name	Federal Status	ODFW Status	Occurrence in Solar Site Boundary and Transmission Line P=Potential to Occur N=No Potential to Occur
<b>Mammals</b>			
<b>Washington ground squirrel</b> <i>Urocitellus washingtoni</i>	SoC	E	N—No holes, pellets or sign of Washington Ground Squirrel (WGS) were detected during surveys. WGS not expected in developed agriculture or small patches of non-agriculture surrounded by agriculture. Extremely unlikely to occur on Project area.
<b>Birds</b>			
<b>Swainson's hawk</b> <i>Buteo swainsoni</i>	—	S	P—Not observed during surveys, but present in surrounding area. Project area offers no nest sites and little or no foraging opportunities. Has low potential to occur on Project.
<b>Ferruginous hawk</b> <i>Buteo regalis</i>	SoC BoCC	SC	P—Not observed during surveys, but present in surrounding area. Project area offers no nest sites and little or no foraging opportunities. Has low potential to occur on Project.
<b>Golden eagle</b> <i>Aquila chrysaetos</i>	EPA BoCC	—	N—Not documented on Project. Not expected on Project area during breeding season.
<b>Bald eagle</b> <i>Haliaeetus leucocephalus</i>	NW EPA BoCC	—	N—Not observed during surveys. Project area offers no foraging opportunities. Not expected on Project during breeding season.
<b>Long-billed curlew</b> <i>Numenius americanus</i>	BoCC	SC	P—Not observed during surveys, but present in surrounding area. Project area offers no nest sites and little or no foraging opportunities. Has low potential to occur on Project.
<b>Western burrowing owl</b> <i>Athene cunicularia hypugaea</i>	SoC	SC	N—No individuals or sign detected during surveys. No suitable habitat. Extremely unlikely to occur on Project area.
<b>Loggerhead shrike</b> <i>Lanius ludovicianus</i>	BoCC	S	N—None detected during surveys. No suitable habitat. Extremely unlikely to occur on Project area.
<b>Sagebrush sparrow</b> <i>Artemisiospiza nevadensis</i>	BoCC	SC	N—None detected during surveys. No suitable habitat. Extremely unlikely to occur on Project area.
<b>Grasshopper sparrow</b> <i>Ammodramus savannarum</i>	—	S	N—None detected during surveys. No suitable habitat. Extremely unlikely to occur on Project area.
<b>Amphibians, Reptiles, and Turtles</b>			
<b>Northern sagebrush lizard</b> <i>Sceloporus graciosus graciosus</i>	SoC	S	N—None detected during surveys. No suitable habitat. Extremely unlikely to occur on Project area.

\*Based on information reviews and 2017 surveys.

#### Status Key

##### Federal:

T	Threatened	SoC	Species of Concern	BoCC	USFWS Birds of Conservation Concern
E	Endangered	NW	Not Warranted; delisted	—	No special status
C	Candidate	EPA	Bald and Golden Eagle Protection Act		

Note: All native migratory birds are protected by the federal Migratory Bird Treaty Act (MBTA).

##### Oregon:

T	Threatened
E	Endangered
SC	"Sensitive-Critical" species are those that have current or legacy threats that are significantly impacting their abundance, distribution, diversity, and/or habitat. They may decline to the point of qualifying for threatened or endangered status if conservation actions are not taken.
S	"Sensitive species" are not in imminent danger of being listed as threatened or endangered, but could become sensitive-critical, threatened, or endangered with changes in populations, habitats or threats.

Sources for status = ODFW, 2016; ORBIC, 2016; USFWS, 2016

**Appendix B.** USFWS response letter regarding threatened, endangered, and candidate species expected in, and critical habitats designated on, Harp Solar Project area (cover page and results pages).



United States Department of the Interior



FISH AND WILDLIFE SERVICE

Oregon Fish And Wildlife Office  
2600 Southeast 98th Avenue, Suite 100  
Portland, OR 97266-1398

Phone: (503) 231-6179 Fax: (503) 231-6195

<https://www.fws.gov/oregonfwo/articles.cfm?id=149489416>

In Reply Refer To:

June 02, 2017

Consultation Code: 01EOW00-2017-SLI-0416

Event Code: 01EOW00-2017-E-00664

Project Name: Marquardt Solar

Subject: List of threatened and endangered species that may occur in your proposed project location, and/or may be affected by your proposed project

To Whom It May Concern:

The enclosed species list identifies threatened, endangered, proposed and candidate species, as well as proposed and final designated critical habitat, that may occur within the boundary of your proposed project and/or may be affected by your proposed project. The species list fulfills the requirements of the U.S. Fish and Wildlife Service (Service) under section 7(c) of the Endangered Species Act (Act) of 1973, as amended (16 U.S.C. 1531 et seq.).

New information based on updated surveys, changes in the abundance and distribution of species, changed habitat conditions, or other factors could change this list. Please feel free to contact us if you need more current information or assistance regarding the potential impacts to federally proposed, listed, and candidate species and federally designated and proposed critical habitat. Please note that under 50 CFR 402.12(e) of the regulations implementing section 7 of the Act, the accuracy of this species list should be verified after 90 days. This verification can be completed formally or informally as desired. The Service recommends that verification be completed by visiting the ECOS-IPaC website at regular intervals during project planning and implementation for updates to species lists and information. An updated list may be requested through the ECOS-IPaC system by completing the same process used to receive the enclosed list.

The purpose of the Act is to provide a means whereby threatened and endangered species and the ecosystems upon which they depend may be conserved. Under sections 7(a)(1) and 7(a)(2) of the Act and its implementing regulations (50 CFR 402 et seq.), Federal agencies are required to utilize their authorities to carry out programs for the conservation of threatened and endangered species and to determine whether projects may affect threatened and endangered species and/or designated critical habitat.

A Biological Assessment is required for construction projects (or other undertakings having similar physical impacts) that are major Federal actions significantly affecting the quality of the

## Project Summary

Consultation Code: 01EOFW00-2017-SLI-0416

Event Code: 01EOFW00-2017-E-00664

Project Name: Marquardt Solar

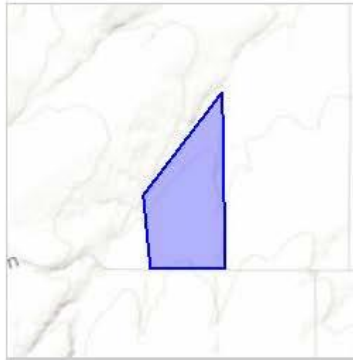
Project Type: POWER GENERATION

Project Description: Marquardt Solar will include approximately 110 acres of Agricultural land in the city of Lexington, Oregon. Some light grading and clearing may take place but there will be little change to the quantity of impervious surface. It is expected that the project will generate 10 MW of power.

Project Location:

Approximate location of the project can be viewed in Google Maps:

<https://www.google.com/maps/place/45.52236847554481N119.69016100286478W>



Counties: Morrow, OR

## Endangered Species Act Species

There is a total of 0 threatened, endangered, or candidate species on your species list. Species on this list should be considered in an effects analysis for your project and could include species that exist in another geographic area. For example, certain fish may appear on the species list because a project could affect downstream species. See the "Critical habitats" section below for those critical habitats that lie wholly or partially within your project area. Please contact the designated FWS office if you have questions.

**Critical habitats**

There are no critical habitats within your project area.



## United States Department of the Interior



### FISH AND WILDLIFE SERVICE

Oregon Fish And Wildlife Office  
2600 Southeast 98th Avenue, Suite 100  
Portland, OR 97266-1398

Phone: (503) 231-6179 Fax: (503) 231-6195

<https://www.fws.gov/oregonfwo/articles.cfm?id=149489416>

In Reply Refer To:

February 09, 2018

Consultation Code: 01EOFW00-2018-SLI-0236

Event Code: 01EOFW00-2018-E-00449

Project Name: Harp Solar

Subject: List of threatened and endangered species that may occur in your proposed project location, and/or may be affected by your proposed project

To Whom It May Concern:

The enclosed species list identifies threatened, endangered, proposed and candidate species, as well as proposed and final designated critical habitat, that may occur within the boundary of your proposed project and/or may be affected by your proposed project. The species list fulfills the requirements of the U.S. Fish and Wildlife Service (Service) under section 7(c) of the Endangered Species Act (Act) of 1973, as amended (16 U.S.C. 1531 *et seq.*).

New information based on updated surveys, changes in the abundance and distribution of species, changed habitat conditions, or other factors could change this list. Please feel free to contact us if you need more current information or assistance regarding the potential impacts to federally proposed, listed, and candidate species and federally designated and proposed critical habitat. Please note that under 50 CFR 402.12(e) of the regulations implementing section 7 of the Act, the accuracy of this species list should be verified after 90 days. This verification can be completed formally or informally as desired. The Service recommends that verification be completed by visiting the ECOS-IPaC website at regular intervals during project planning and implementation for updates to species lists and information. An updated list may be requested through the ECOS-IPaC system by completing the same process used to receive the enclosed list.

The purpose of the Act is to provide a means whereby threatened and endangered species and the ecosystems upon which they depend may be conserved. Under sections 7(a)(1) and 7(a)(2) of the Act and its implementing regulations (50 CFR 402 *et seq.*), Federal agencies are required to utilize their authorities to carry out programs for the conservation of threatened and endangered species and to determine whether projects may affect threatened and endangered species and/or designated critical habitat.

A Biological Assessment is required for construction projects (or other undertakings having similar physical impacts) that are major Federal actions significantly affecting the quality of the human environment as defined in the National Environmental Policy Act (42 U.S.C. 4332(2)(c)). For projects other than major construction activities, the Service suggests that a biological evaluation similar to a Biological Assessment be prepared to determine whether the project may affect listed or proposed species and/or designated or proposed critical habitat. Recommended contents of a Biological Assessment are described at 50 CFR 402.12.

If a Federal agency determines, based on the Biological Assessment or biological evaluation, that listed species and/or designated critical habitat may be affected by the proposed project, the agency is required to consult with the Service pursuant to 50 CFR 402. In addition, the Service recommends that candidate species, proposed species and proposed critical habitat be addressed within the consultation. More information on the regulations and procedures for section 7 consultation, including the role of permit or license applicants, can be found in the "Endangered Species Consultation Handbook" at:

<http://www.fws.gov/endangered/esa-library/pdf/TOC-GLOS.PDF>

Please be aware that bald and golden eagles are protected under the Bald and Golden Eagle Protection Act (16 U.S.C. 668 *et seq.*), and projects affecting these species may require development of an eagle conservation plan ([http://www.fws.gov/windenergy/eagle\\_guidance.html](http://www.fws.gov/windenergy/eagle_guidance.html)). Additionally, wind energy projects should follow the wind energy guidelines (<http://www.fws.gov/windenergy/>) for minimizing impacts to migratory birds and bats.

Guidance for minimizing impacts to migratory birds for projects including communications towers (e.g., cellular, digital television, radio, and emergency broadcast) can be found at: <http://www.fws.gov/migratorybirds/CurrentBirdIssues/Hazards/towers/towers.htm>; <http://www.towerkill.com>; and <http://www.fws.gov/migratorybirds/CurrentBirdIssues/Hazards/towers/comtow.html>.

We appreciate your concern for threatened and endangered species. The Service encourages Federal agencies to investigate opportunities for incorporating conservation of threatened and endangered species into project planning processes as a means of complying with the Act. If you have questions regarding your responsibilities under the Act, please contact the Endangered Species Division at the Service's Oregon Fish and Wildlife Office at (503) 231-6179. For information regarding listed marine and anadromous species under the jurisdiction of NOAA Fisheries Service, please see their website ([http://www.nwr.noaa.gov/habitat/habitat\\_conservation\\_in\\_the\\_nw/habitat\\_conservation\\_in\\_the\\_nw.html](http://www.nwr.noaa.gov/habitat/habitat_conservation_in_the_nw/habitat_conservation_in_the_nw.html)).

Please include the Consultation Tracking Number in the header of this letter with any request for consultation or correspondence about your project that you submit to our office.

Attachment(s):

- Official Species List
-

## Official Species List

This list is provided pursuant to Section 7 of the Endangered Species Act, and fulfills the requirement for Federal agencies to "request of the Secretary of the Interior information whether any species which is listed or proposed to be listed may be present in the area of a proposed action".

This species list is provided by:

**Oregon Fish And Wildlife Office**  
2600 Southeast 98th Avenue, Suite 100  
Portland, OR 97266-1398  
(503) 231-6179

---

## Project Summary

Consultation Code: 01EOFW00-2018-SLI-0236

Event Code: 01EOFW00-2018-E-00449

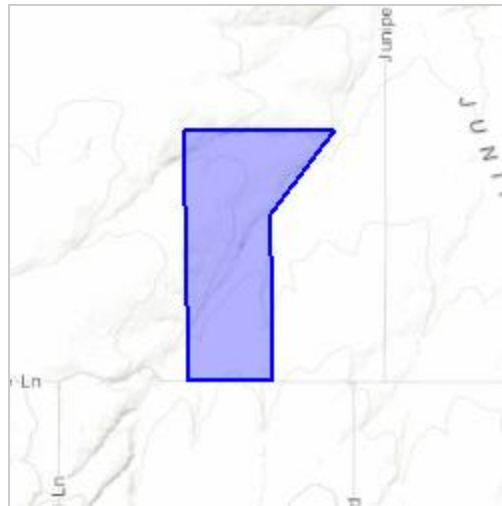
Project Name: Harp Solar

Project Type: POWER GENERATION

Project Description: Harp Solar will include approximately 80 acres of Agricultural land within the 312 acre parcel located in the city of Lexington, Oregon. Some light grading and clearing may take place but there will be little change to the quantity of impervious surface. It is expected that the project will generate 10 MW of power.

Project Location:

Approximate location of the project can be viewed in Google Maps: <https://www.google.com/maps/place/45.52557903263914N119.69126009439586W>



Counties: Morrow, OR

---



## **Endangered Species Act Species**

There is a total of 0 threatened, endangered, or candidate species on this species list. Species on this list should be considered in an effects analysis for your project and could include species that exist in another geographic area. For example, certain fish may appear on the species list because a project could affect downstream species. See the "Critical habitats" section below for those critical habitats that lie wholly or partially within your project area under this office's jurisdiction. Please contact the designated FWS office if you have questions.

## **Critical habitats**

THERE ARE NO CRITICAL HABITATS WITHIN YOUR PROJECT AREA UNDER THIS OFFICE'S JURISDICTION.

---



# Oregon

Kate Brown, Governor

## Department of Fish and Wildlife

Heppner District Office  
P.O. Box 363  
54173 Highway 74  
Heppner, Oregon 97836  
541-676-5230  
Fax: 541-676-9075  
[www.dfw.state.or.us/](http://www.dfw.state.or.us/)

February 12, 2018

Ann Siqveland, Director, Project Development  
OneEnergy Renewables  
[ann@oneenergyrenewables.com](mailto:ann@oneenergyrenewables.com)  
503-232-3859 (Office)  
503-985-9201 (Mobile)



RE: Harp Solar near Lexington, OR

Dear Ann:

Thank you for the site visit to Harp Solar on 2-8-2018. As we discussed the facility is sited appropriately. The current completed on-site surveys are acceptable to ODFW. The final survey that needs to be completed before construction is the raptor nest survey. This survey should be completed during the active nesting season in areas with potential nesting habitat, and within a one-half mile radius from the project boundary.

I appreciate the opportunity to visit and comment on this proposed project and look forward to continuing working with you. Please feel free to contact me if you have any questions regarding my comments.

Respectfully,

Melody Henderson  
Wildlife Biologist  
Email: [Melody.B.Henderson@state.or.us](mailto:Melody.B.Henderson@state.or.us)  
Phone: 541-676-5230

## Blake Bjornson

---

**From:** Martens, Justin <justin\_martens@fws.gov>  
**Sent:** Monday, February 12, 2018 10:36 AM  
**To:** Ann Siqveland  
**Cc:** Blake Bjornson  
**Subject:** Technical Assistance for Harp Solar (10 megawatts), [REDACTED]  
[REDACTED] Renewable Energy Projects in Morrow County,  
Oregon

Ann Siqveland  
Director + Project Development  
OneEnergy Renewables  
911 NE Davis St.  
Portland, OR 97232  
503-232-1989

Dear Ms. Siqveland,

This is in response to OneEnergy Renewables' correspondence requesting feedback from the Fish and Wildlife Service (Service) with respect to the Harp Solar (10 megawatts), [REDACTED] projects in Morrow County. You initially requested feedback on December 20, 2017, which was followed up by a phone conversation on January 5, 2018, followed by a site visit on February 8, 2018. OneEnergy Renewables provided initial project descriptions, site maps, and wildlife survey information conducted by Northwest Wildlife Consultants, Inc., that indicated no listed or proposed threatened or endangered Species were found in or near the vicinity of any of the project sites. Formal or informal consultation with the Service requires that an action must be either authorized, funded, or carried out by a Federal Agency and the presence of T&E species, neither of which is the case for any of these projects. Although we typically do not consult or provide a written response for "no effect" determinations, this email has been prepared, per your request, in order to document our review of the information you provided in your correspondence.

OneEnergy Renewables is proposing to install and develop 4 separate photovoltaic solar energy generation projects listed above in Morrow County, Oregon. These projects (Harp Solar (10 megawatts), [REDACTED]) will occur on non-federal land and do not intersect with any listed or proposed threatened or endangered species or mapped critical habitat.

Based on our review of the information submitted in your correspondence, we do not anticipate further Service review. We appreciate your efforts for conserving listed and candidate species. Should project plans change, or if additional information on the distribution of listed or proposed species becomes available, these determinations may be reconsidered. If you have any questions or concerns about this letter, please contact me at the contact information below.

Sincerely,

--

***Justin Martens***

Fish and Wildlife Biologist  
US Fish and Wildlife Service  
La Grande Field Office  
3502 Highway 30, La Grande, OR 97850  
Office: (541) 962-8586  
Fax: (541) 962-8581  
Email: [justin\\_martens@fws.gov](mailto:justin_martens@fws.gov)  
<http://www.fws.gov/oregonfwo/FieldOffices/LaGrande>

# Solar Glare Hazard Analysis Report

Generated June 16, 2017, 5:12 p.m.

No glare found

 Print



## Inputs

Analysis name	Harp Solar
PV array axis tracking	single
Tilt of tracking axis (deg)	0.0
Orientation of tracking axis (deg)	0.0
Offset angle of module (deg)	0.0
Limit rotation angle?	True
Maximum tracking angle (deg)	60.0

Rated power (kW)	10000.0
Vary reflectivity	True
PV surface material	Light textured glass with ARC

Timezone offset	-8.0
Subtended angle of sun (mrad)	9.3
Peak DNI (W/m <sup>2</sup> )	1000.0
Ocular transmission coefficient	0.5
Pupil diameter (m)	0.002
Eye focal length (m)	0.017
Time interval (min)	1
Correlate slope error with material	True
Slope error (mrad)	9.16

## PV array vertices

id	Latitude (deg)	Longitude (deg)	Ground Elevation (ft)	Height of panels above ground (ft)	Total elevation (ft)
1	45.51651923	-119.686822	549.7	7.0	556.7
2	45.52821772	-119.6869944	493.02	7.0	500.02
3	45.52136314	-119.6945171	509.07	7.0	516.07
4	45.51658796	-119.6938423	568.53	7.0	575.53
5	45.51651923	-119.686822	568.73	7.0	575.73

## Observation Points

	<b>Latitude (deg)</b>	<b>Longitude (deg)</b>	<b>Ground Elevation (ft)</b>	<b>Eye-level height above ground (ft)</b>
1	45.5174139177	-119.699006081	1324.54	10.0

No glare found.

---

©1997-2014 Sandia Corporation

# Solar Glare Hazard Analysis Report

Generated June 16, 2017, 5:12 p.m.

No glare found

 Print



## Inputs

Analysis name	Harp Solar
PV array axis tracking	single
Tilt of tracking axis (deg)	0.0
Orientation of tracking axis (deg)	0.0
Offset angle of module (deg)	0.0
Limit rotation angle?	True
Maximum tracking angle (deg)	60.0

Rated power (kW)	10000.0
Vary reflectivity	True
PV surface material	Light textured glass with ARC

Timezone offset	-8.0
Subtended angle of sun (mrad)	9.3
Peak DNI (W/m <sup>2</sup> )	1000.0
Ocular transmission coefficient	0.5
Pupil diameter (m)	0.002
Eye focal length (m)	0.017
Time interval (min)	1
Correlate slope error with material	True
Slope error (mrad)	9.16

## PV array vertices

id	Latitude (deg)	Longitude (deg)	Ground Elevation (ft)	Height of panels above ground (ft)	Total elevation (ft)
1	45.51651923	-119.686822	549.7	7.0	556.7
2	45.52821772	-119.6869944	493.02	7.0	500.02
3	45.52136314	-119.6945171	509.07	7.0	516.07
4	45.51658796	-119.6938423	568.53	7.0	575.53
5	45.51651923	-119.686822	568.73	7.0	575.73

## Observation Points

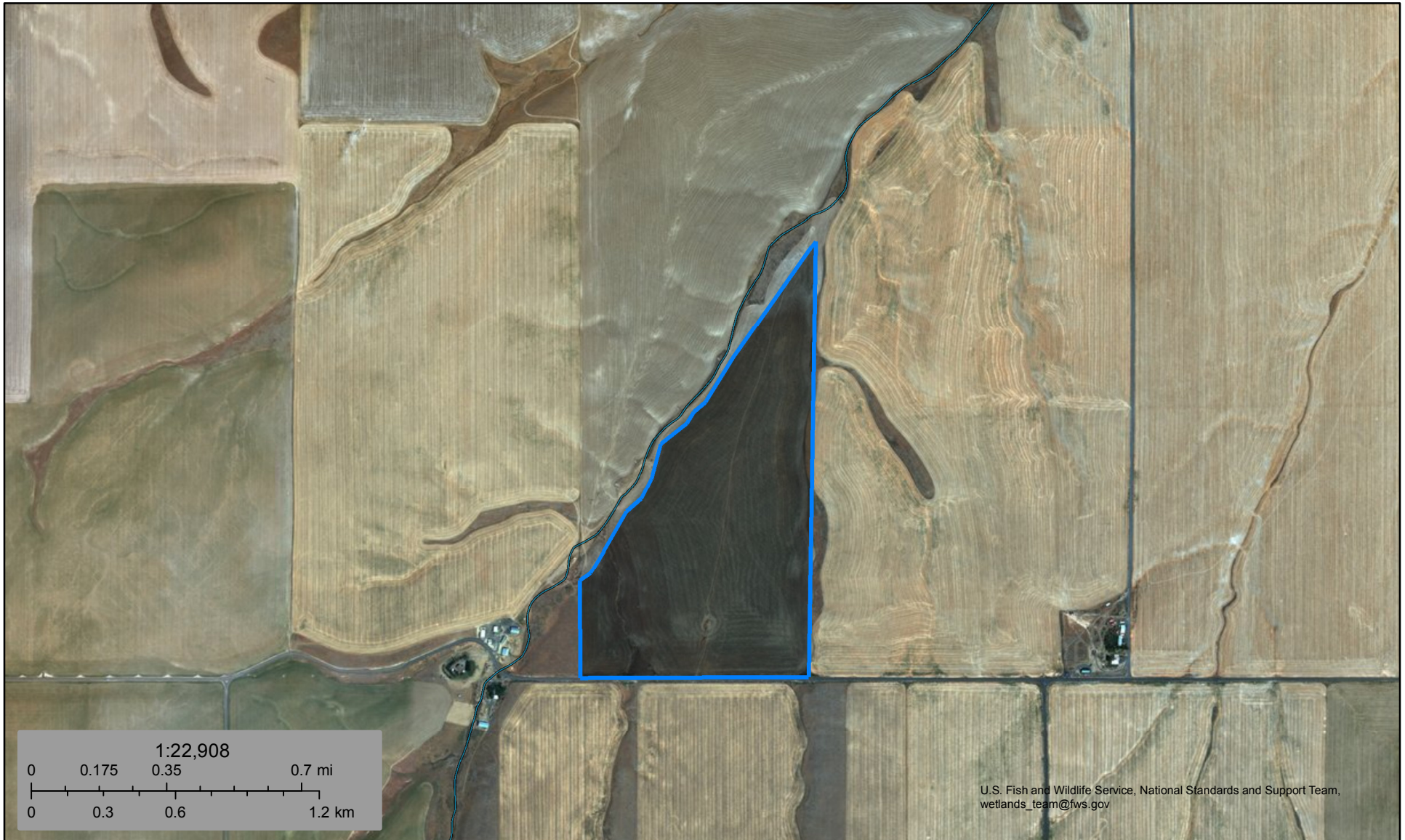


	<b>Latitude (deg)</b>	<b>Longitude (deg)</b>	<b>Ground Elevation (ft)</b>	<b>Eye-level height above ground (ft)</b>
2	45.5178950429	-119.675574303	1356.96	10.0

No glare found.

---

©1997-2014 Sandia Corporation



U.S. Fish and Wildlife Service, National Standards and Support Team,  
wetlands\_team@fws.gov

March 1, 2018

### Wetlands

- |   |                                |   |                                   |   |          |
|---|--------------------------------|---|-----------------------------------|---|----------|
|  | Estuarine and Marine Deepwater |  | Freshwater Emergent Wetland       |  | Lake     |
|  | Estuarine and Marine Wetland   |  | Freshwater Forested/Shrub Wetland |  | Other    |
|   |                                |  | Freshwater Pond                   |  | Riverine |

This map is for general reference only. The US Fish and Wildlife Service is not responsible for the accuracy or currentness of the base data shown on this map. All wetlands related data should be used in accordance with the layer metadata found on the Wetlands Mapper web site.

**NOTES TO USERS**

This map is for use in administering the National Flood Insurance Program. It does not necessarily identify all areas subject to flooding, particularly from local drainage sources of small size. The community map repository should be consulted for possible updated or additional flood hazard information.

To obtain more detailed information in areas where **Base Flood Elevations** (BFEs) and/or **Floodways** have been determined, users are encouraged to consult the Flood Profiles and Floodway Data and/or Summary of Stillwater Elevations tables contained within the Flood Insurance Study (FIS) report that accompanies this FIRM. Users should be aware that BFEs shown on the FIRM represent rounded whole-foot elevations. These BFEs are intended for flood insurance rating purposes only and should not be used as the sole source of flood elevation information. Accordingly, flood elevation data presented in the FIS report should be utilized in conjunction with the FIRM for purposes of construction and/or floodplain management.

**Coastal Base Flood Elevations** shown on this map apply only to landward of 0.0 North American Vertical Datum of 1988 (NAVD 88). Users of this FIRM should be aware that coastal flood elevations are also provided in the Summary of Stillwater Elevations table in the Flood Insurance Study report for this jurisdiction. Elevations shown in the Summary of Stillwater Elevations table should be used for construction and/or floodplain management purposes when they are higher than the elevations shown on the FIRM.

Boundaries of the **Floodways** were computed at cross sections and interpolated between cross sections. The floodways were based on hydraulic considerations with regard to requirements of the National Flood Insurance Program. Floodway widths and other pertinent floodway data are provided in the Flood Insurance Study report for this jurisdiction.

Certain areas not in Special Flood Hazard Areas may be protected by **Flood control structures**. Refer to Section 2.4 'Flood Protection Measures' of the Flood Insurance Study report for information on flood control structures in this jurisdiction.

The **projection** used in the preparation of this map was Universal Transverse Mercator zone 11. The **horizontal datum** was NAD 83. GRS 80 spheroid differences in datum, spheroid, projection or UTM zones used in the production of FIRMs for adjacent jurisdictions may result in slight positional differences in map features across jurisdiction boundaries. These differences do not affect the accuracy of this FIRM.

Flood elevations on this map are referenced to the North American Vertical Datum of 1988. These flood elevations must be compared to structure and ground elevations referenced to the same **vertical datum**. For information regarding conversion between the National Geodetic Vertical Datum of 1959 and the North American Vertical Datum of 1988, visit the National Geodetic Survey website at <http://www.ngs.noaa.gov> or contact the National Geodetic Survey at the following address:

NGS Information Services  
NCA/NVDS12  
National Geodetic Survey  
SSAC-3, 49202  
1315 East-West Highway  
Silver Spring, MD 20910-3822

To obtain current elevation, description, and/or location information for **bench marks** shown on this map, please contact the Information Services Branch of the National Geodetic Survey at (301) 713-3242, or visit its website at <http://www.ngs.noaa.gov>.

**Base Map** information shown on this FIRM was derived from multiple sources. Base map files were provided in digital format by the Oregon Geospatial Enterprise Office (GEO). This information was compiled from many local sources and includes transportation features, water features, political boundaries, and Public Land Survey System features. Aerial photography dated 2000/2001 were provided by the United States Geological Survey (USGS).

This map reflects more detailed and up-to-date **stream channel configurations** than those shown on the previous FIRM for this jurisdiction. The floodplains and floodways that were transferred from the previous FIRM may have been adjusted to conform to these new stream channel configurations. As a result, the Flood Profiles and Floodway Data tables may reflect stream channel distances that differ from what is shown on this map.

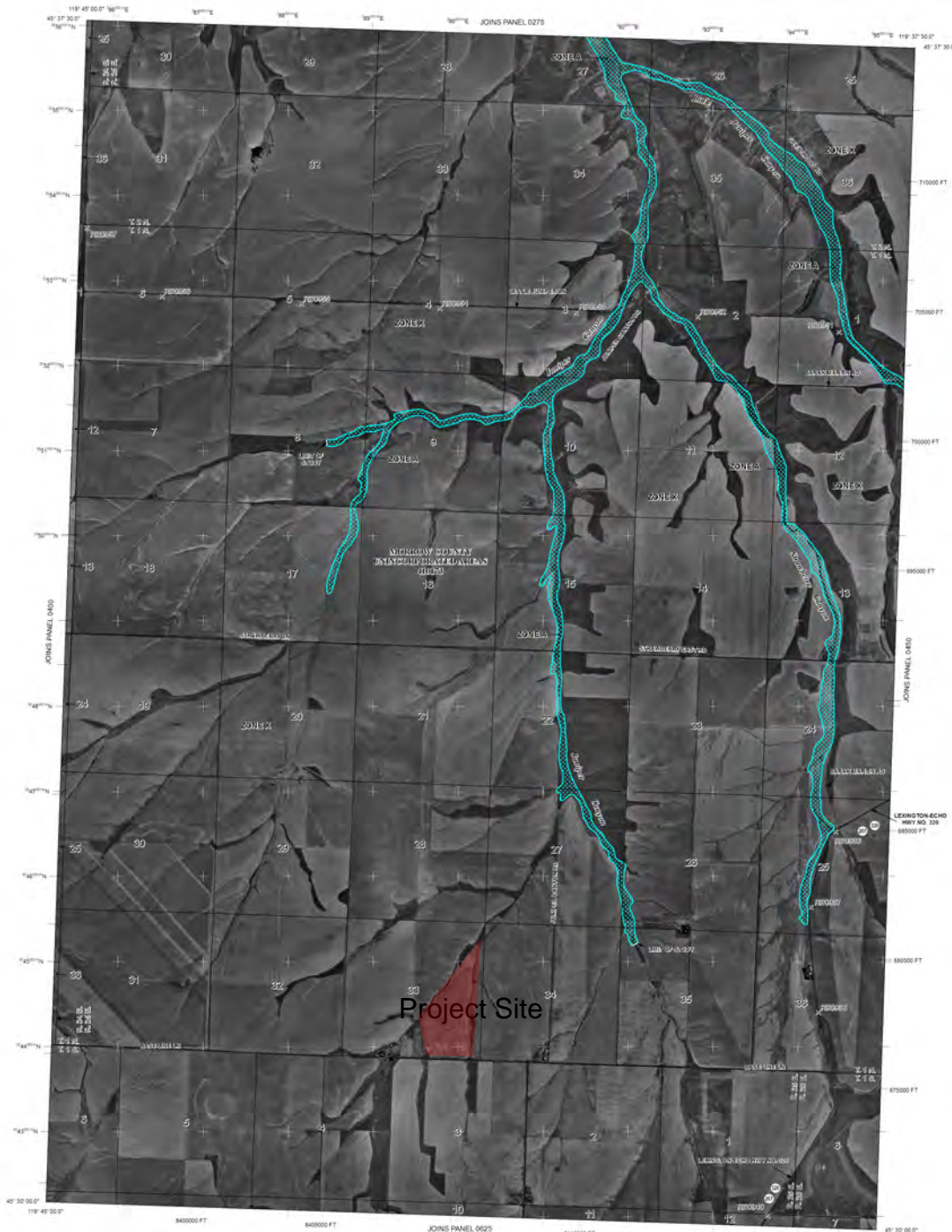
**Corporate limits** shown on this map are based on the best data available at the time of publication. Because changes due to annexations or de-annexations may

Please refer to the separately printed **Map Index** for an overview map of the county showing the layout of map panels, community map repository addresses, and a listing of Communities table containing National Flood Insurance Program dates for each community as well as a listing of the panels on which each community is located.

Contact the **FEMA Map Service Center** at 1-800-358-9616 for information on available products associated with this FIRM. Available products may include previously issued Letters of Map Change, a Flood Insurance Study report, and/or digital versions of this map. The FEMA Map Service Center may also be reached by Fax at 1-800-358-9620 and its website at <http://mhc.fema.gov>.

If you have **questions about this map** or questions concerning the National Flood Insurance Program in general, please call 1-877-FEMA-1MAP (1-877-336-2627) or visit the FEMA website at <http://mhc.fema.gov>.

The "profile base lines" depicted on this map represent the hydraulic modeling base lines that match the flood profiles in the FIS report. As a result of improved topographic data, the "profile base line" in some cases may deviate significantly from the channel centerline or appear outside the SFHA.



**LEGEND**

**SPECIAL FLOOD HAZARD AREAS (SFHAs) SUBJECT TO INUNDATION BY THE 1% ANNUAL CHANCE FLOOD**

- ZONE A** No Base Flood Elevations determined.
- ZONE AE** Base Flood Elevations determined.
- ZONE AH** Flood depths of 1 to 3 feet (usually areas of ponding); Base Flood Elevations determined.
- ZONE AO** Flood depths of 1 to 3 feet (usually sheet flow on sloping terrain); average depths determined. For areas of unusual fan flooding, velocities also determined.
- ZONE AR** Area of special hazard formerly protected from the 1% annual chance flood event by a flood control system that was substantially overtopped. Zone AR indicates that the former flood control system is being retained to provide protection from the 1% annual chance of greater flooding.
- ZONE AR1** Area to be protected from 1% annual chance flood event by a Federal flood protection system under construction. No Base Flood Elevations determined.
- ZONE AV** Coastal flood zone with velocity hazard (wave action); No Base Flood Elevations determined.
- ZONE VE** Coastal flood zone with velocity hazard (wave action); Base Flood Elevations determined.

**FLOODWAY AREAS IN ZONE AE**  
The floodway in the channel of a stream (or an adjacent floodplain area) that must be kept free of encroachment to that the 1% annual chance flood can be carried without substantial increases in flood heights.

**OTHER FLOOD AREAS**  
**ZONE X** Areas of 0.2% annual chance flood. Areas of 1% annual chance flood with average depths of less than 1 foot or with drainage areas less than 1 square mile, and areas protected by levees from 1% annual chance flood.

**OTHER AREAS**  
**ZONE K** Areas determined to be outside the 0.2% annual chance floodplain.  
**ZONE D** Areas in which flood hazards are undetermined, but possible.

**COASTAL BARRIER RESOURCES SYSTEM (CBRS) AREAS**  
**OTHERWISE PROTECTED AREAS (OPAs)**

- CBRS areas and OPAs are normally located within or adjacent to Special Flood Hazard Areas.
- 1% annual chance floodplain boundary
- 0.2% annual chance floodplain boundary
- Floodway boundary
- Zone boundary
- Zone D boundary
- CBRS and OPA boundary
- Boundary defining Special Flood Hazard Area Zones, and boundary defining Special Flood Hazard Areas of different Base Flood Elevations, Flood depths or flood velocities
- Base Flood Elevation line and value, elevation in feet \*
- Base Flood Elevation value where uniform within zone, elevation in feet \*

- \* Referenced to the North American Vertical Datum of 1988
- Green section line
- Travel line
- Geographic coordinates referenced to North American Datum of 1983 (NAD 83)
- 3300-meter Universal Transverse Mercator grid zone 11
- 60000 FT
- 60000 FT
- MG5510
- M1.5
- Scale 1:50,000
- MAP REPOSITORY: Refer to listing of Map Repositories on Map Index
- EFFECTIVE DATE OF COUNTRYWIDE FLOOD INSURANCE RATE MAP: December 18, 2007
- EFFECTIVE DATES OF REVISIONS TO THIS PANEL:

This community map revision history prior to map revision mapping, refer to the Community Map History table located in the Flood Insurance Study report for this jurisdiction.

To determine if flood insurance is available in this community, contact your insurance agent or call the National Flood Insurance Program at 1-800-638-9620.



**NATIONAL FLOOD INSURANCE PROGRAM**

**FIRM**

**FLOOD INSURANCE RATE MAP**

**MORROW COUNTY, OREGON AND INCORPORATED AREAS**

**PANEL 0425D**

**PANEL 0425 OF 1400**  
(SEE MAP INDEX FOR FIRM LAYOUT)

**COUNTY:** MORROW COUNTY  
**CORRECTED:** 11/17/13  
**NUMBER:** 41049C0425D  
**PANEL:** 0425  
**SUFFIX:** D

**MAP NUMBER 41049C0425D**

**EFFECTIVE DATE DECEMBER 18, 2007**

**Federal Emergency Management Agency**



# Oregon

Kate Brown, Governor

## Parks and Recreation Department

State Historic Preservation Office

725 Summer St NE Ste C

Salem, OR 97301-1266

Phone (503) 986-0690

Fax (503) 986-0793

[www.oregonheritage.org](http://www.oregonheritage.org)



January 12, 2018

Ms. Ann Siqveland  
One Energy Renewables  
911 NE Davis  
Portland, OR 97232

RE: SHPO Case No. 15-1623  
OneEnergy Renewables, HARP Solar Farm Project  
Develop 80 acre solar farm  
69695 Lone Boardman Road (1N 24E 33), Lone Rock

Dear Ms. Siqveland:

We have reviewed the materials submitted on the project referenced above, and we concur there will be no historic properties affected for this undertaking. This letter refers to above-ground historic resources only. Comments pursuant to a review for archaeological resources have been sent separately.

This concludes the requirement for consultation with our office under Section 106 of the National Historic Preservation Act (per 36 CFR Part 800) for above-ground historic properties. Local regulations, if any, still apply and review under local ordinances may be required. Please feel free to contact me if you have any questions, comments or need additional assistance.

Sincerely,

Jason Allen, M.A.  
Historic Preservation Specialist  
(503) 986-0579  
[jason.allen@oregon.gov](mailto:jason.allen@oregon.gov)





# Oregon

Kate Brown, Governor

## Parks and Recreation Department

State Historic Preservation Office

725 Summer St NE Ste C

Salem, OR 97301-1266

Phone (503) 986-0690

Fax (503) 986-0793

[www.oregonheritage.org](http://www.oregonheritage.org)



November 28, 2017

Ms. Ann Siqveland  
One Energy Renewables  
911 NE Davis  
Portland, OR 97232

RE: SHPO Case No. 15-1623  
OneEnergy Renewables, HARP Solar Farm Project  
Develop 80 acre solar farm  
69695 Lone Boardman Road (1N 24E 33), Lone Rock

Dear Ms. Siqveland:

Our office recently received a request to review your application for the project referenced above. In checking our statewide archaeological database, it appears that there have been no previous surveys completed near the proposed project area. However, the project area lies within an area generally perceived to have a high probability for possessing archaeological sites and/or buried human remains. In the absence of sufficient knowledge to predict the location of cultural resources within the project area, extreme caution is recommended during project related ground disturbing activities. Under state law (ORS 358.905 and ORS 97.74) archaeological sites, objects and human remains are protected on both state public and private lands in Oregon. If archaeological objects or sites are discovered during construction, all activities should cease immediately until a professional archaeologist can evaluate the discovery. If you have not already done so, be sure to consult with all appropriate Indian tribes regarding your proposed project. If the project has a federal nexus (i.e., federal funding, permitting, or oversight) please coordinate with the appropriate lead federal agency representative regarding compliance with Section 106 of the National Historic Preservation Act (NHPA). If you have any questions about the above comments or would like additional information, please feel free to contact our office at your convenience. In order to help us track your project accurately, please reference the SHPO case number above in all correspondence.

Sincerely,

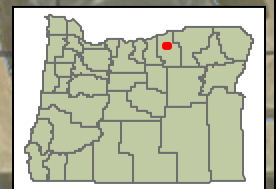
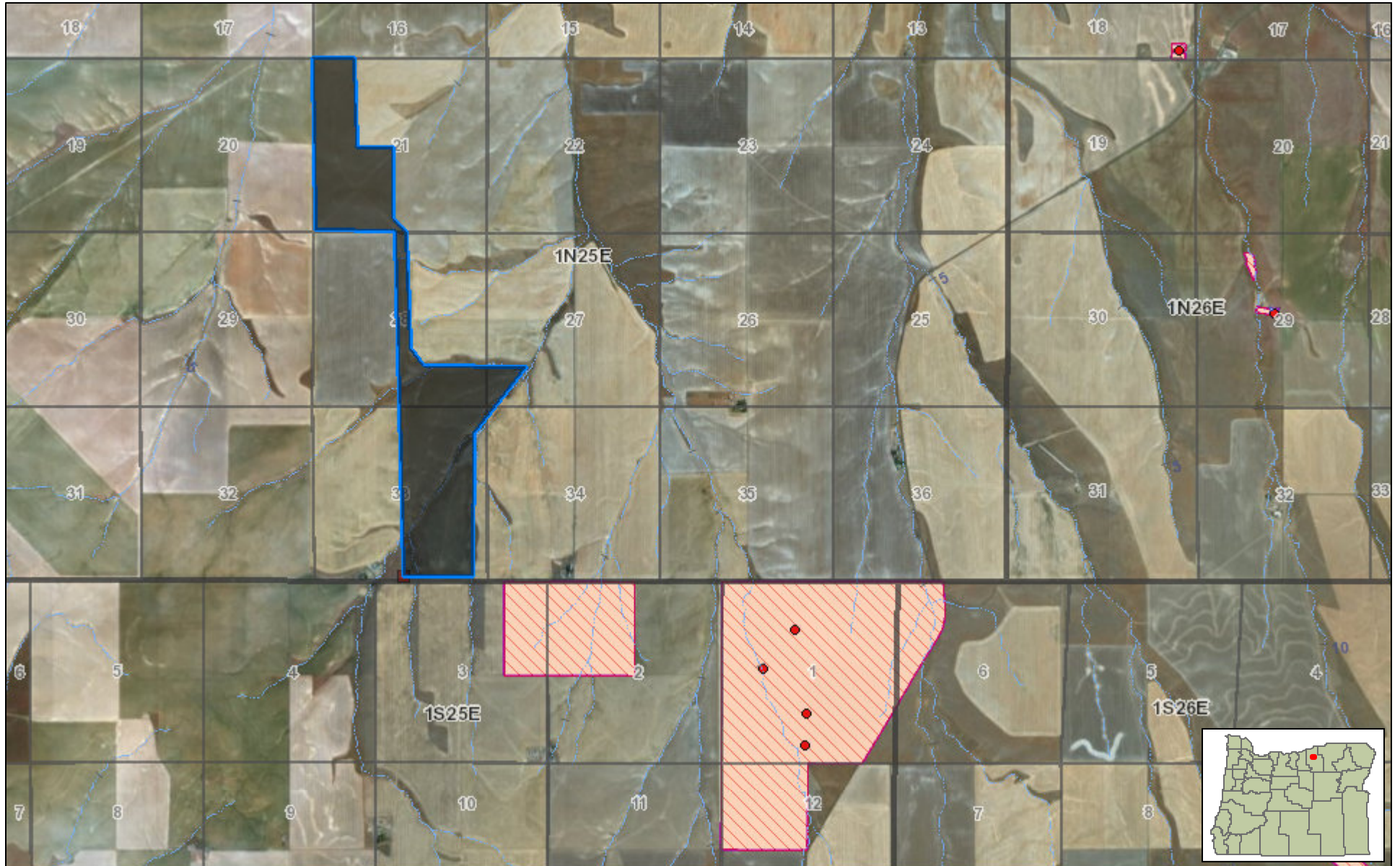
Dennis Griffin, Ph.D., RPA  
State Archaeologist  
(503) 986-0674  
[dennis.griffin@oregon.gov](mailto:dennis.griffin@oregon.gov)



# Harp Full Tract Solar Water Rights Map

February 27, 2018

Oregon Water Resources Department  
725 Summer St NE, Suite A, Salem, OR 97301  
(503)986-0900



### Water Rights by Type

- |                     |               |
|---------------------|---------------|
| Points of Diversion | Places of Use |
| Surface Water       | Storage Water |
| Surface Water       | Surface Water |
| Groundwater         | Groundwater   |

### Water Rights by Use

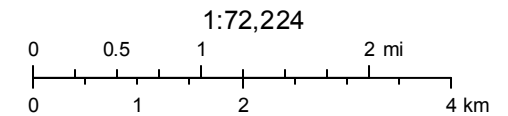
- |            |             |
|------------|-------------|
| Recreation | Instream    |
| Fish       | Misc.       |
| Wildlife   | Agriculture |

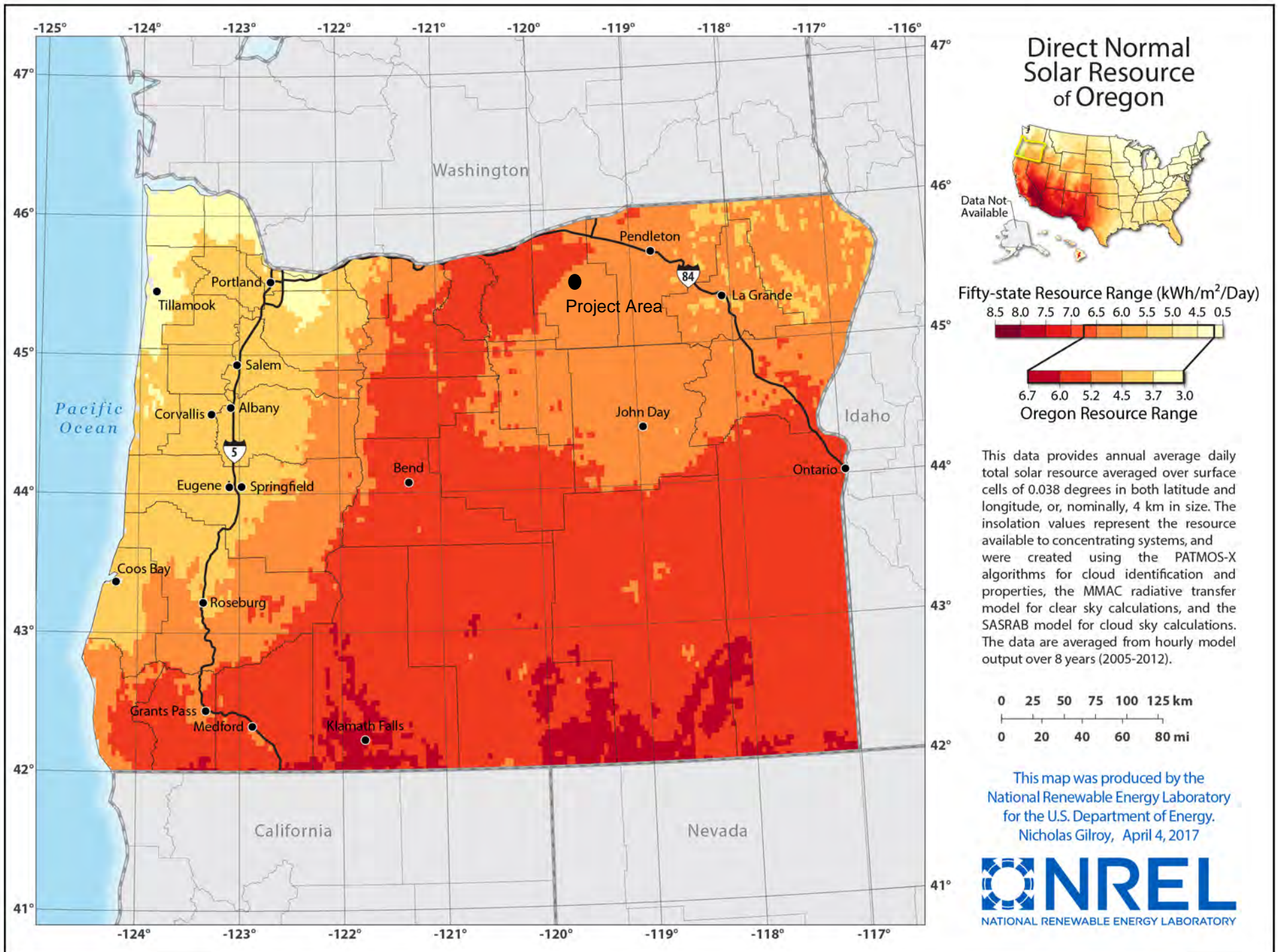
- |            |
|------------|
| Livestock  |
| Irrigation |
| Mining     |

- |            |
|------------|
| Power      |
| Commercial |
| Unrestored |

### By Primary/Supplemental

- |              |
|--------------|
| Primary      |
| Supplemental |





6a



# PLANNING DEPARTMENT

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

## MEMORANDUM

To: Morrow County Board of Commissioners  
From: Carla McLane, Planning Director  
Date: June 11, 2018  
RE: Planning Update

Just two things this month...

### BLI & HA RFP & IGA

Thanks for your action last week. I am starting work with the selected consultant team on a final scope of work, which will lead to a personal services agreement. On the budget side of this project the IGA has identified \$41,400 for the project, some coming from each of the participants. The budget in the selected proposal was in the neighborhood of \$55,000.

Recent legislation provided \$2 million to the Department of Land Conservation and Development, with \$1.7 million of that to be used for housing analysis across the state. With our project underway I was not sure if we could apply, but was told to pursue it by our DLCD regional representative. To that end I have completed a Request for Assistance (please see attached) which requires a signature from the local governing body representative. Please consider this a request for Commission Chair Don Russell's signature.

We will be submitting the Request for Assistance with the other BLI & HA documents, requesting the difference between \$41,400 and the final Scope of Work budget that should be somewhere in the neighborhood of \$55,000.

### Oregon EFSC Rulemaking Projects

Morrow County has been asked to participate in two different rulemaking efforts - Compliance Rulemaking and Solar PV Rulemaking. Given recent conversations through AOC I appreciate the ODOE requesting Morrow County participate. I would like to provide an affirmative response to them and be the Morrow County appointee to those rulemaking efforts. (Please see attached email.)







## REQUEST FOR ASSISTANCE OREGON HOUSING PLANNING PROJECT



The Oregon Department of Land Conservation and Development (DLCD) is accepting requests for planning assistance from cities and counties to update comprehensive plans and land use regulations to increase the affordability and supply of housing in the state.

### Background

During the 2018 legislative session, the legislature appropriated funds to DLCD for the purpose of providing technical assistance to local governments in increasing the affordability of housing within urban growth boundaries ([HB 4006](#)). Technical assistance will include an analysis of housing needs, audits of land use codes (to identify barriers to housing development), revisions to land use codes (to remove barriers), and implementation plans for increasing housing supply.

To provide this assistance, DLCD will contract with consultants experienced in completing Housing Needs Analyses (HNAs) and updating land use codes, and the consultant will work for a city – or group of cities within a county or region – to prepare draft updates to the comprehensive plan or code. For jurisdictions with up-to-date plans and codes, assistance with developing a strategy to implement the plan is also offered. The projects must be completed and funds expended by June 30, 2019.

### Available Services

Cities and counties may request assistance developing one of the following products.

**Housing Needs Analysis.** The consultant will work with one or more advisory committees appointed by the city – or the county acting on behalf of a group of cities – to prepare a hearings-ready draft HNA. An HNA includes a housing needs projection (addressing housing types and price levels), residential land needs analysis, buildable lands inventory, and identification of measures for accommodating needed housing as described in OAR chapter 660, divisions 7 and 8. The purpose of an HNA is to ensure that cities have an available land supply to accommodate their housing needs over the next 20 years.

**Code Audit.** The consultant will work with an advisory committee appointed by the city or county to conduct a code audit of existing zoning and development code(s) to identify permitting criteria and processes that are a barrier to housing development. Specifically, an audit will assess the presence of a clear and objective approval path for needed housing, identify criteria or processes that may be a barrier to the development of needed housing, and determine whether permitted use lists and development standards ensure that the mix and density of allowed housing can accommodate needed housing as identified in the HNA. Priority will be given to cities with HNAs updated within the last five years.

**Code Update.** The consultant will work with an advisory committee appointed by the city or county to conduct a code update of the zoning and development code(s) to remove barriers to housing development and add provisions to increase housing development, types, and affordability. The code update will address local needs by updating the code(s) as needed to: provide or enhance a clear and objective approval path for Needed Housing, remove or amend criteria or processes that hinder development of needed housing, and update permitted use lists and development standards to ensure that the mix and density of allowed housing can accommodate needed housing. In addition to

comprehensive code updates, a city may propose a code update focused on a more specific or targeted subject affecting residential development (e.g., off-street parking standards, lot-dimension standards) that have already been identified as a barrier to the development of needed housing by an adopted HNA or code audit. Priority will be given to cities with HNAs updated within the last five years.

**Housing Strategy Implementation Plan.** For communities with HNAs less than five year old, the consultant will work with an advisory committee appointed by the city or county to develop an action plan to implement one or more of the housing strategies identified in the HNA. A housing strategy may include changes to zoning, programs to manage short-term or vacation rentals, incentives for affordable housing, SDC waivers, or other regulatory or non-regulatory tools.

## Eligibility

All cities and counties are eligible to submit a Request for Assistance. Because housing planning is completed for a specific urban growth area, a non-Metro county government is eligible only as a convener for a group of cities within its boundaries. A Metro county is eligible for its urban area.

If the department receives more interest than available funding can accommodate, priority will be given first to cities that are over 10,000 population and severely rent-burdened.<sup>1</sup> Second priority will be given to other cities that are severely rent-burdened; third priority will be to cities over 10,000 population with high population growth rates. The department will also consider local government readiness, geographic distribution, consultant availability and expertise, and type of technical assistance requested.

## Application and Next Steps

Complete and sign one-page application (on following page). Applications will be accepted through June 15, 2018.

Selected jurisdictions will be asked to sign a memorandum of understanding that spells out the roles and responsibilities of the consultant, DLCD, and the local government.

## Additional Information

Please contact your DLCD regional representative with questions or for more information.

<u>Mid-Willamette Valley</u> Angela Carnahan <a href="mailto:angela.carnahan@state.or.us">angela.carnahan@state.or.us</a> 503-934-0056	<u>East Metro</u> Jennifer Donnelly <a href="mailto:jennifer.donnelly@state.or.us">jennifer.donnelly@state.or.us</a> 503-725-2183	<u>West Metro</u> Anne Debbaut <a href="mailto:anne.debbaut@state.or.us">anne.debbaut@state.or.us</a> 503-725-2182
<u>Central Oregon:</u> Scott Edelman <a href="mailto:scott.edelman@state.or.us">scott.edelman@state.or.us</a> 541-306-8530	<u>Southern Oregon</u> Josh LeBombard <a href="mailto:josh.lebombard@state.or.us">josh.lebombard@state.or.us</a> 541-414-7932	<u>South Coast</u> Dave Perry <a href="mailto:dave.perry@state.or.us">dave.perry@state.or.us</a> 541-574-1584
<u>North Coast</u> Matt Spangler <a href="mailto:matt.spangler@state.or.us">matt.spangler@state.or.us</a> 541-574-1095	<u>Eastern Oregon :</u> Phil Stenbeck <a href="mailto:phil.stenbeck@state.or.us">phil.stenbeck@state.or.us</a> 541-325-6924	<u>Southern Willamette Valley</u> Patrick Wingard <a href="mailto:patrick.wingard@state.or.us">patrick.wingard@state.or.us</a> 541-393-7675

<sup>1</sup> HB 4006 prioritized funding for these cities, and defined a “severely rent burdened” city as one where 25 percent or more of the renter households in the city spend more than 50 percent of the income of the household on gross rent for housing.

<b>REQUEST FOR ASSISTANCE: Oregon Housing Planning Project</b>	
City: <u>OR</u>	
County: Morrow	
For these cities: Boardman, Heppner, Ione, Irrigon and Lexington	
Contact Person (name and title): Carla McLane, Morrow County Planning Director	
Contact phone number: 541-922-4624	
Contact e-mail address: cmclane@co.morrow.or.us	
<b>Service of Interest.</b> Select one. <ul style="list-style-type: none"> <li><input checked="" type="checkbox"/> Housing Needs Analysis <b>and Buildable Lands Inventory</b></li> <li><input type="checkbox"/> Code audit (priority will be given where HNA is less than five years old)</li> <li><input type="checkbox"/> Code update (priority will be given where HNA is less than five years old)</li> <li><input type="checkbox"/> Housing strategy implementation plan (if HNA is less than five years old)</li> </ul>	
By signing below, the local government demonstrates community support as required by ORS 284.753(5) – signature by an elected official authorized to act on behalf of the governing body.	
_____ Signature of local governing body representative	_____ Date
_____ Title	

## Submittal

Please submit this Request for Assistance by June 15, 2018 to DLCD by email to the following address: [DLCD.GFGrant@state.or.us](mailto:DLCD.GFGrant@state.or.us).

Carla McLane

---

**From:** SIERMAN Jason \* ODOE <Jason.Sierman@oregon.gov>  
**Sent:** Monday, June 11, 2018 10:01 AM  
**To:** Carla McLane  
**Subject:** Oregon EFSC Rulemaking Projects

Hi Carla,

The Oregon Energy Facility Siting Council (EFSC) is in the process of beginning two new rulemaking projects. One relates to the Council's compliance activities, the second relates to solar photovoltaic energy facilities and how to determine when they fall within the Council's jurisdiction.

The compliance rulemaking would be a very broad evaluation of the Council's rules relating to compliance (reporting requirements, inspections, violations, facility retirement, etc.) That evaluation that could lead to proposed changes to rules increase the effectiveness and the efficiency of the Council's compliance activities.

The solar PV rulemaking would evaluate whether multiple non-EFSC jurisdictional solar PV facilities could aggregate to the functional size of an EFSC jurisdictional solar PV facility. That evaluation could potentially lead to proposed new rules that help clarify when solar PV facilities are EFSC jurisdictional. This rulemaking would also evaluate whether or not specific standards should be developed for the siting of solar PV facilities, and if so, to develop such standards.

Rulemaking Advisory Committee (RAC)

Procedurally, both of these rulemaking projects will be agenda item topics for the Council at its June 29, 2018 EFSC meeting at the Oregon Dept. of Energy building in Salem, OR. As part of each agenda item, the Council will define the purpose and scope of the rulemaking, define the purpose and scope of a Rulemaking Advisory Committee (RAC) for each project, and appoint a RAC for each project. Logistically, both projects are going to be moving forward at the same time, but we'd never hold meetings for both rulemaking projects in the same week.

**Could you please reply to this email or give me a call at 503-373-2127 and let me know if Morrow County is interested in participating on a RAC for each of these projects?** The Council will consider a list of entities/people that have expressed an interest when it formally appoints the RAC on June 29. In making its appointments, the Council may add or subtract entities or persons from staff's recommended list.

**Please reply with a phone call or email before the end of the business day (5pm) on Wednesday, June 13, 2018.** I'm also happy to answer questions and give a little more detail over the phone.

Thank you for your continued interest in the activities of the Oregon EFSC.

Regards,  
Jason

**Jason Sierman**  
Energy Policy Analyst  
Oregon Department of Energy  
550 Capitol Street NE  
Salem, OR 97301  
P: (503) 373-2127 (direct)  
**Jason.Sierman@oregon.gov**

## 13th Annual Youth Fishing Derby

Cutsforth Park - June 2, 2018

It was a brisk morning when people started arriving to grab their spot around the pond in hopes of landing a big one during the derby. Oregon Department of Fish and Wildlife stocked the pond for the special event on June 1 and the gate was closed soon after to make sure the fish were there for the youth the next day. With a whistle at 8:30am the lines and bobbers could be seen splashing down in the water, and it was not long before you could hear the squeals of excitement of a fish being reeled in to shore. There were a total of forty-eight participants who turned in a total of seventy-four fish with the average fish length being about twelve inches. The big fish winners this year were:

**WEE FISHER (AGES 0-5):** Urijah Wedding - Fish 16 1/4"

**JUNIOR FISHER (AGES 6-10):** Brody McDaniel - Fish 16 1/4"

**SENIOR FISHER (AGES 11-14):** Halle Gribskov - Fish 16 1/2"

**PEE WEE FISH (Smallest Legal Fish):** Liam Rankin - Fish 8 1/2"

Heppner Market Fresh provided water to help make sure all stayed hydrated on the warm day; Heppner Elk's Lodge (B.P.O. E. #358) once again furnished coffee, lemonade, hot dogs, and chili for all to enjoy. Prizes and awards were made possible by generous donations from local individuals and businesses, whom we can not thank enough for their continued support of this event.

To the volunteers, park personnel, businesses, individuals, ODFW and all that help make this event a success THANK YOU!



**Wee Fisher - U. Wedding**



**Junior Fisher - B. McDaniel**



**Senior Fisher - H. Gribskov**



**Pee Wee Fish - L. Rankin**

