

MORROW COUNTY BOARD OF COMMISSIONERS MEETING AGENDA
Wednesday, December 19, 2018 at 9:00 a.m.
Port of Morrow Riverfront Center, Wells Springs Room
2 Marine Drive, Boardman, Oregon

- 1. Call to Order and Pledge of Allegiance: 9:00 a.m.**
- 2. City/Citizen Comments:** Individuals may address the Board on issues not on the agenda
- 3. Open Agenda:** The Board may introduce subjects not already on the agenda
- 4. Consent Calendar**
 - a. Accounts Payable dated December 20th; Two Payroll Payables Immediates & Electronic dated December 4th, \$173,047.88 and HRA VEBA , \$3,000
 - b. Logging Services Contract with Bruce Young Logging LLC
 - c. Oregon Department of Transportation Rail & Public Transit Grant Agreement #31435 Extension
- 5. Oregon State University Shared County Programs Update, Ray Qin, Agronomist, Irrigated Crops**
- 6. Business Items**
 - a. First Reading, Ordinance No. ORD-2019-1 – Adopting the Heppner Transportation System Plan, Applied Solely within the Heppner Urban Growth Boundary (Stephen Wrecsics, GIS Planning Tech)
 - b. Resolution No. R-2018-29 – Creating a Parks Department within the Budget (Kate Knop, Finance Director)
 - c. Lease Agreement, Morrow County Sheriff's Office and ODOT for co-location of communication equipment on Black Mountain (Communications Deputy Kristen Bowles, Sheriff's Office)
- 7. Department Reports** (None scheduled)
- 8. Correspondence**
- 9. Commissioner Reports**
- 10. Sign documents**
- 11. Adjournment**

Agendas are available every Friday on our website (www.co.morrow.or.us/boc under "Upcoming Events"). Meeting Packets are also available 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 2 of 2)

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

Morrow County Parks Department from time to time have trees/timber that need to be removed due to safety reasons, promote healthy growth and currently dangerous due to the recent fires at the OHV park. Using this Logging Contractor at the three parks helps us complete these projects. The market for timber is used to pay the loggers fee and the Park will get a little revenue for this. This is for operations and maintenance items.

A review panel of five individuals, Matt Scrivner, Sandi Pointer, Greg Close, Darrell Green and Kate Knop had met on Oct. 18th and again on the 31st for clarifications and the unanimous acceptance had chose Bruce Young Logging LLC to be the best fit for Morrow County Parks operations at this time.

Award of this operation was brought to the BOC on November 07, 2018.

2. FISCAL IMPACT:

Revenue into the Park that generated the timber.

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

Board of Commissioner motion to sign the Timber contract to Bruce Young Logging LLC.

Attach additional background documentation as needed.

Sandra Pointer

From: Richard Tovey
Sent: Monday, December 10, 2018 4:35 PM
To: Sandra Pointer; Matt Scrivner
Subject: Timber Contract
Attachments: Timber Services Contract Bruce Young Logging 2018.2021 or extention.pdf

Sandi-

I have attached the Timber Services Contract. It is ready to go the Board of Commissioners for approval.

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

Award Logging Services Contract

Mr. Close

The Request for Proposals for Logging Services received two responses. During the committee review process, additional information was requested but one submitter did not reply. Mr. Close said the committee recommended the contract be awarded to Bruce Young Logging.

Board Minutes, November 7, 2018

Page 3 of 5

Commissioner Doherty moved to award the Logging Services contract to Bruce Young Logging LLC. Commissioner Lindsay seconded. Unanimous approval.

**MORROW COUNTY
PUBLIC WORKS DEPARTMENT
TIMBER SERVICE CONTRACT**

SECTION 1. INTRODUCTION.

This agreement made as of the 19th day of December, 2018, by and between Morrow County, a political subdivision of the State of Oregon, (County), and Bruce Young Logging LLC (Contractor);

WITNESSETH;

That whereas, County requires the performance of timber cutting services to maintain proper upkeep of property and contribute to the economic health of the County; and

Whereas, County does not have sufficient personnel currently on staff to perform such duties; and

Whereas, Contractor submitted the lowest proposal offered in response to County's advertised request for proposals, which the proposal from the Contractor was accepted;

Whereas, Contractor is in the business of performing such timber harvesting services for various clients;

NOW THEREFORE, the parties are agreed upon the following terms and conditions:

SECTION 2. DEFINITIONS.

"County" means Morrow County, its various departments, and County Counsel.

"Land Manager" means the Morrow County Land Manager and designated agents or employees.

"Logging" and "logging operation" is a general term which includes logging, log hauling, road construction, falling, bucking, yarding, loading, fire trailing, slash piling, or activities for forest product removal.

"Person" means any individual, corporation, partnership, unincorporated association or other entity.

"Contractor" shall include the timber sale buyer, and all sub-contractors, agents, employees and affiliates employed or hired to complete the contract.

"Contractor representative" means that person identified by Contractor as authorized to accept and agrees to accept notices regarding this contract, and who has authority over the field representative.

"Timber" means wood growth, mature or immature, growing or dead, standing or down of species acceptable for regeneration under Oregon Forest Practices Act as defined in ORS 526.455.

"Working day" means any day, excluding any legal holiday, Saturday and Sunday.

SECTION 3. CONTRACT AREA.

Contractor will perform timber services, as herein described, at the following locations:
See Exhibit 1.

SECTION 4. CONTRACTED TIMBER SERVICES

- A. Contract period shall be for a period of **three (3) years**, beginning December 19, 2018 and ending December 19, 2021 unless terminated or extended.
- B. The Land Manager is County's representative herein, and is responsible for the administration and supervision of this contract on County's behalf.
- C. Contractor shall have the right to enter the contract area in order to conduct logging operations from December 2018 to December 2021. Unless otherwise authorized by Land Manager, all covered products shall be removed by December 19, 2021, the date this contract shall expire.
- D. Contractor shall harvest marked timber from County owned property after consultation with Field Manager.
- E. No timber shall be harvest that has not been marked and/or approved by Field Manager.
- F. Contractor shall provide all equipment necessary to complete contract terms.
- G. Contractor shall deliver marked timber to lumber processing facility as chosen by Field Manager.
- H. As consideration for Contractor's services, County shall pay to Contractor the following:

Listing fees per hour for specific piece of equipment with operator included.

1. Valmet 445FXL Feller Buncher or with a 52" promac head	\$165.00
2. Cat D5H with grapple and 6-way Dozer	\$105.00
3. Cat 525 Skidder with grapple	\$095.00
4. Log trucks and trailers	\$085.00
5. Linkbelt 240 Delimber with aDenarco DM4550 Grapple	\$165.00
6. Linkbelt 210X2 Processor with a Wartah 622B head	\$165.00
7. Hitachi ZX200LL Forester Log Loader or with a bucket	\$100.00
8. Linkbelt 210X2 with a 36" Promac Brush Cutter head or 36" bucket and thumb.	\$150.00 \$100.00
9. Lowboy trailer (35 ton) with tractor and operator	\$095.00
10. Lowboy Trailer (50 ton) with tractor and operator	\$110.00
11. Forestry layout and design work	\$070.00
12. LinkBelt 210LX Log Loader	\$100.00

- I. **PAYMENT.** The lumber processing facility will pay all funds to the County. County will then pay Contractor from the proceeds. Contractor will submit invoices every two (2) weeks. The billing schedule will be the 1st -15th and 16th – 30th or 31st of each month and will be billed out the next business day following those dates. Invoices submitted to Land Manager by 5:00 p.m. on Monday will be paid by County the following week on Thursday.

SECTION 5. ROADS AND RIGHT-OF-WAY.

- A. Timber falling in unit shall not commence prior to beginning of required roadwork. No logs shall be removed from the sale until all required roadwork is completed.
- B. Except as otherwise provided herein, Contractor shall obtain, at Contractor's sole expense, all permits and rights-of-way and complete all road construction required for the removal of covered products. Contractor shall be responsible for full compliance with permits and rights-of way obtained from third parties by either County or Contractor. Road construction, reconstruction, or maintenance required of the Contractor by County will be a billed item. It is Contractor's responsibility to repair and bear all costs of damage to existing roads or trails resulting from Contractor damage.
- C. Contractor's responsibility for normal road maintenance commences with Contractor's first use for any activity under the contract. Contractor's responsibility shall continue through any active periods until County makes final acceptance of the maintenance.
- D. Normal road maintenance applies to all existing roads used for any activity under this contract. A road, which is constructed or reconstructed by Contractor, shall assume the status of an existing road upon acceptance in writing by County.
- E. Normal maintenance shall be inclusive of work needed to protect the road from seasonal weather damage, restore damage caused by road use, and safeguard soil, water, and drainage structures.
- F. During Contractor's activity use, Contractor shall perform road grading of all dirt and gravel access roads as may be necessary to maintain the road surface in its original, or improved, condition. Such grading shall be done on all portions of road used by Contractor during logging activity.

SECTION 6. ROADS and RIGHTS-OF-WAY provided:

- A. County grants Contractor permission to use the roads and rights-of-way listed herein to complete its obligations under this agreement.
- B. Contractor shall suspend operations in the contract area or on County's roads at any time when, because of weather conditions, such operations would cause damage to the roads, soil or residual tree(s).

SECTION 7. APPLICABLE LAWS.

All logging activity will be conducted in compliance with all pertinent federal, state, and county laws, ordinances, rules, and regulations, including but not limited to wage and hour statutes, general safety codes, Worker's Compensation Statutes, the Endangered Species Act, the Oregon Forest Practices Act, and Department of Environmental Quality regulations in effect on the date Oregon Department of Forestry receives the notice of operations. Contractor is responsible for knowledge of all applicable laws and regulations. Upon County's request, Contractor will provide certificates of compliance with all laws, regulations, and permits. County shall have the right to inspect all operations, products, facilities, scale reports, books, and other data in any way related to the performance of Contractor's obligations.

SECTION 8. LOGGING PLAN.

Contractor shall prepare a signed and dated written logging plan and submit such plan to Land Manager prior to commencing any logging. Prior to commencing any logging, Contractor shall arrange a meeting with the Land Manager to review the logging plan, unit boundaries, landings, special provisions of this contract and to identify the field representative and Contractor representative.

SECTION 9. INSURANCE.

- A. Until all work is completed as required under this contract, including slash disposal, Contractor shall obtain and maintain at Contractor's cost: (1) comprehensive general liability insurance with a responsible company having limits of not less than \$500,000 for injury to one person, \$1,000,000 for injury to two or more persons in one occurrence, and \$1,000,000 for damage to property. Such insurance shall provide coverage for damage or loss to persons or property, including the cost of fire suppression, losses or damage from fire, and other causes arising or resulting from the activities of the Contractor, or its employees, agents, subcontractors, permittees, or licensees. Such insurance shall name County as an additional insured.
- B. Contractor shall maintain Workers' Compensation Insurance covering all employees not otherwise exempt to provide benefits as required by law. Contractor shall notify LAND MANAGER thirty (30) calendar days prior to any cancellation or change in such insurance.

SECTION 10. FALLING. TREE(S) AND REGENERATION DAMAGE.

- A. Subject to the provisions of this contract, Contractor shall fall and buck all marked products in the contract area. Tree(s) shall be felled in such a manner to minimize breakage.
- B. Contractor shall use every reasonable effort to avoid breakage and damage to all tree(s), logs and reforestation on or near the contract area. Contractor shall be exclusively responsible for any damage to, or removal of, non-marked trees. If damage to non-marked trees occurs and is determined unavoidable by Land Manager, no charge will be made for damages. If Contractor's activities result in avoidable damage to reserved tree(s) as determined by Land Manager, contract may be terminated at Land Manager's discretion.

SECTION 11. SKID TRAILS AND SKID TRAIL DAMAGE.

- A. When ground yarding equipment is used, Contractor shall use preexisting skid roads and trails whenever possible, and soil disturbance or construction of new skid roads and trails shall be limited to that necessary to log the area.
- B. Skid trails shall be pre-approved by the Land Manager. Water barred to prevent soil loss or damage to any waterway.
- C. Any and all damage to park resulting from logging operations must be repaired within three (3) days to Land Manager approval at the Contractor's expense. At any time the contractor is causing and failing to repair damage, the Land Manager has the right to order a cease work order and terminate the contract.

SECTION 12. SLASH DISPOSAL.

- A. Contractor shall machine or hand pile all concentrations of logging slash in a manner approved by Land Manager. Slash piling shall be complete within thirty (30) days of completion of logging. For units not piled, Contractor shall construct fire trails cleared of burnable material, the minimum width shall be not less than four (4') feet wide, with a trail two (2') feet wide to mineral soil.
- B. Piles shall be located so that burning will not cause damage to standing reserved or green tree(s). Unless otherwise approved in writing by Land Manager, such location shall be construed to be at least twenty (20') feet from the base or crown of any live tree(s). Each pile shall be located at least twenty-five (25') feet from any adjacent piles.
- C. Contractor will conform to the term adjustment for slash treatment due to weather.

SECTION 13. HAZARDOUS SUBSTANCES AND SPILL RESPONSIBILITIES.

- A. Contractor will be held responsible for any and all releases of environmental pollution during performance of the contract which occur as a result of, or are contributed by, actions of its agent, personnel, or subcontractors. Contractor agrees to promptly dispose of such spills or leaks to satisfaction of the Land Manager and proper regulatory agencies in a manner that complies with applicable federal, state, and local laws and regulations. Cleanup shall be at no cost to the County.
- B. Contractor shall be liable for any and all costs, expenses, damages, claims, and causes of action, or any of time, related to or arising out of a spill, release, discharge, or leak of (or from) any environmental pollutant or hazardous substance or material.
- C. Contractor shall report all reportable quantity releases to applicable federal, state, and local regulatory and emergency response agencies.

SECTION 14. EQUIPMENT, MATERIAL REMOVALS.

- A. Upon completion of logging on the contract sale area, Contractor shall promptly remove from the contract sale area access roads, the contract sale area, and other County property, all equipment, materials and other property Contractor has placed or caused to be placed thereon that is not to become the property of County. It is agreed that any such equipment, materials and other property that are not so removed within 30 days, shall become the property of County and may be used or

otherwise disposed of by County without notice or obligation to Contractor or to any party to whom Contractor may transfer title.

- B. At the same time, Contractor shall cleanup and remove any hazardous substance, waste materials, cables, or debris brought onto the contract sale area, access roads, or other County property by Contractor.

SECTION 15. FIRE PROTECTION.

The activities of Contractor may cause extraordinary fire risk in the contract area. Contractor agrees to use the highest degree of care to prevent forest fires from starting in or spreading to or from the contract area.

SECTION 16. INSPECTION OF LOGGING OPERATION.

County and the Land Manager shall, at all times, be allowed access to all parts and areas of Contractor's logging operation as may be required to make a complete and detailed inspection of logging operations. Contractor shall furnish such information and assistance as is required by County in making such inspection.

SECTION 17. SUSPENSION OF OPERATIONS.

- A. If the Land Manager reasonably believes any activities of Contractor in the contract area are not in accordance with the provisions herein, the Land Manager may immediately suspend all logging, except those activities necessary to remedy that which resulted in the suspension of logging, by informing Contractor of the suspension. If Contractor cuts or removes any tree(s) or logs during any period of suspension, or if Contractor cuts any of the tree(s) after the expiration of the time for cutting, or the cancellation of this contract, such cutting or removal shall be considered a willful trespass and render Contractor liable for treble damages.
- B. If Contractor fails to remedy any violations of this contract within ten (10) working days of suspension of logging under this section, County may terminate this contract upon written notice to Contractor.
- C. County shall not be responsible or liable in any way for damages or the loss of any anticipated profits of Contractor that may result from the suspension of logging under the terms of this section.

SECTION 18. ADEQUATE ASSURANCE OF CONTRACT PERFORMANCE.

- A. When reasonable grounds exist, County may demand in writing adequate assurance of due performance. Upon giving such notice, and until the County receives such assurance, County may order Contractor to suspend further logging in the contract area.
- B. After receipt of a justified demand for adequate assurance of due performance, Contractor shall provide such written assurance within ten (10) working days of the notice having been given, or Contractor shall be in default.

SECTION 19. DEFAULT.

- A. Failure of either party to fulfill any obligation under this contract shall be a default. Upon written notice given to the Contractor of a default, the County may order Contractor to refrain from any further logging in the contract area, and shall be

entitled to suspend any performance for which that party has not already received the agreed return. If after ten (10) working days of notice of the default, the default is not cured, the party giving notice may terminate this contract.

- B. Upon insolvency, adjudication of bankruptcy, general assignment for benefit of creditors, or appointment of a receiver for the property of Contractor or any partner thereof, this contract may be terminated at the discretion of the County.
- C. Any failure to exercise a right to suspend or terminate this contract in the case of default shall not constitute a waiver of the defaulting party's obligation to perform strictly in accordance with the terms of this contract. Any such right to suspend or terminate shall remain in full force and effect and may be exercised so long as such default continues or until the consequences of any default have been remedied.

SECTION 20. INDEMNIFICATION.

Contractor shall indemnify, defend and hold harmless, County from any claim, loss, or liability arising out of, or related to, any activity of Contractor. Contractor shall indemnify, defend and hold harmless, County from any claim, loss, or liability, including but not limited to, all liability under any environmental law arising out of, or related to, any hazardous substance on the contract area, or surrounding property, as a result of Contractor's activities or occurring during Contractor's activities in the contract area. County shall have no liability to Contractor for any injury, loss, or damage caused by third parties, or by any condition of the contract area except, to the extent caused by County's negligence. The rights and obligations under this section shall survive termination of the agreement.

SECTION 21. ASSIGNMENT.

- A. No assignment or attempted assignment of this contract, in whole or in part, in any manner, shall have any force or effect whatsoever, except upon written consent of County.
- B. Contractor's obligations hereunder shall not be subcontracted to another, except upon written consent of County.

SECTION 22. OTHER PROVISIONS.

- A. If a provision of this contract is deemed invalid or unenforceable in any respect for any reason, the validity and enforceability of any such provision in any other respect and of the remaining provisions of this contract shall not be in any way impaired.
- B. Contractor is expected to cooperate fully with County at all times. County's representative for all authorizations, approvals, adjustments, and communications shall be the Land Manager.
- C. Nothing contained herein shall be construed to make Contractor an agent of County or to constitute Contractor and County as joint ventures or partners.
- D. Notice. Any notice to be given hereunder may be served personally or by registered mail return receipt requested addressed to the party to be served. Any notice mailed pursuant to this section shall be deemed to be given at the

expiration of the third day after the date of deposit in the United States mail. The addresses to which notices or other communications shall be mailed may be changed from time to time by giving written notice to the other party as provided in this section.

- E. Time of Essence. Time is of the essence for each and every provision of this contract.
- F. Merger. This contract, including all contract documents, sets forth the entire understanding and agreement of the parties with respect to the subject matter of this contract and supersedes any and all prior understandings and agreements, whether written or oral, between the parties with respect to such subject matter.
- G. This contract has been made entirely within the State of Oregon. This contract shall be governed by and construed in accordance with the laws of the State of Oregon. If any suit or action is filed by any party to enforce the contract or otherwise with respect to the subject matter of the contract, venue shall be in the state courts in Heppner, Oregon.
- H. Waiver. A provision of this contract may be waived only by a written instrument executed by the party waiving compliance. No waiver of any provision of this contract shall constitute a waiver of any other provision, whether or not similar, nor shall any waiver constitute a continuing waiver. Failure to enforce any provision of this contract shall not operate as a waiver of such provision or any other provision.

IN WITNESS WHEREOF, the parties have set their hands as of the date first mentioned above.

CONTRACTOR
BRUCE YOUNG LOGGING LLC

By: 

COUNTY
MORROW COUNTY BOARD OF COMMISSIONERS

Don Russell, Chair

Jim Doherty, Commissioner

Melissa Lindsay, Commissioner

APPROVED AS TO FORM:

Morrow County Counsel



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

Item #
4c

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:

Phone Number (Ext): 541-676-LOOP(5667)
Requested Agenda Date: December 19, 2018

Amendment Number 2 ODOT Grant Agreement No. 31435

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: ODOT Rail and Public Transit
Contractor/Entity Address: 555 13th St. N.E., Salem, OR 97301
Effective Dates - From: August 1, 2016 Through: June 30, 2019
Total Contract Amount: \$124,625.00 Budget Line: 504-504-540-4405/225-320-540-4
Does the contract amount exceed \$5,000? Yes No

Reviewed By:

Anita Pranger December 14, 2018 Department Head Required for all BOC meetings
Admin. Officer/BOC Office Required for all BOC meetings
J. Nelson email 12-14-18 County Counsel *Required for all legal documents
K. Knop email 12-14-18 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 amendment will extend ODOT Rail and Public Transit grant agreement number 31435 to June 30, 2019. This grant is needing to be extended again for a bus that was order in March 2017. The vendor received a bus that was not to the specs on the RFQ in March 2018 therefore ODOT Rail and Public Transit made the vendor order a new bus as to the specs that were on the RFQ. The bus was re-ordered by the vendor in April 2018 and will not be delivered to The Loop Morrow County Transportation until after December 31, 2018 when the current agreement expires. Therefore ODOT Rail and Public Transit is extending this grant agreement until June 30, 2019.

2. FISCAL IMPACT:

This bus is funded through a grant and The Loop Morrow County Transportation vehicle reserve fund.

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

Move to approve signing Amendment Number 2 to ODOT Rail and Public Transit Agreement Number 31435. Extending this grant agreement to June 30, 2019

Attach additional background documentation as needed.

AMENDMENT NUMBER 2
ODOT GRANT AGREEMENT NO. 31435
Morrow County

The **State of Oregon**, acting by and through its Department of Transportation, hereinafter referred to as **State**, and **Morrow County**, hereinafter referred to as **Recipient**, entered into an Agreement on **August 29, 2016**, and Amendment 1 on **May 24, 2018**. Said Agreement is to secure financial assistance to complete the activities described in Exhibit A.

It has now been determined by State and Recipient that the Agreement referenced above, although remaining in full force and effect, shall be amended to extend the Agreement period and to revise the statement of work.

Page 1, Agreement, Paragraph 1, which reads:

Effective Date. This Agreement shall become effective on the later of **August 1, 2016** 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 **December 31, 2018** (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 6.b.iv of this Agreement.

Shall be deleted in its entirety and replaced with the following:

Effective Date. This Agreement shall become effective on the later of **August 1, 2016** 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, 2019** (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 6.b.iv of this Agreement.

Exhibit A shall be deleted in its entirety and replaced with the attached Revised Exhibit A. All references to "Exhibit A" shall hereinafter be referred to as "Revised Exhibit A."

Morrow County/State of Oregon
Agreement No. 31435

This Amendment may be executed in several counterparts (facsimile or otherwise) all of which when taken together shall constitute one agreement binding on all Parties, notwithstanding that all Parties are not signatories to the same counterpart. Each copy of this Amendment so executed shall constitute an original.

THE PARTIES, by execution of this Agreement, hereby acknowledge that their signing representatives have read this Agreement, understand it, and agree to be bound by its terms and conditions.

SIGNATURE PAGE TO FOLLOW

Morrow County/State of Oregon
Agreement No. 31435

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 13th 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 12/14/2018

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

Revised Exhibit A
Project Description and Budget

Project Description/Statement of Work

Project Title: 5310 Discretionary Morrow County 31435 Vehicle Replacement				
<i>Vehicle Replacements</i>				
Item #1: Vans				
	Total	Grant Amount	Local Match	Match Type(s)
	\$59,820.00	\$53,838.00	\$11,964.00	Local, PTD Paid
Item #1: Bus < 30ft				
	Total	Grant Amount	Local Match	Match Type(s)
	\$64,805.00	\$58,325.00	\$12,961.00	Local, PTD Paid
Sub Total	\$124,625.00	\$112,163.00	\$24,925.00	
Grand Total	\$124,625.00	\$112,163.00	\$24,925.00	

● 1. PROJECT DESCRIPTION

This Agreement provides funding to purchase passenger transportation vehicle(s) to be used to provide public transportation service. Public transportation service is defined as service to the general public or special populations such as seniors and individuals with disabilities. Recipient may use the vehicle(s) to coordinate public and human service transportation services with other agencies.

2. PROJECT DELIVERABLES, SCHEDULE and USE

Recipient shall Purchase 1 transit vehicle as follows: Useful life: 5 years and/or 150,000 miles; approximate length: 20-25 feet; estimated number of seats: 12-16; estimated number of ADA securement stations 2; fuel type: Other.

Recipient shall purchase 1 transit vehicle as follows: Useful life: 4 years and/or 100,000 miles; approximate length: less than 22 feet; estimated number of seats: 3-14; estimated number of ADA securement stations 1; fuel type: gasoline.

Purchase includes all equipment and supplies necessary to put the vehicle(s) into service.

The following vehicle(s) have been approved for replacement in this Agreement (VIN, Description, OPTIS number):

<i>1FDSE35L3YHC01818</i>	<i>2000 Ford 3DC</i>	<i>V000223</i>
<i>1FDXE45S1YHB68837</i>	<i>2000 Ford 4DC</i>	<i>V000222</i>

All purchases and installations must be completed prior to the expiration date of this Agreement. Expected order date: 1/1/2018; expected delivery date: 6/30/2019.

If Recipient does not purchase from the State Price Agreement contracts managed by the Oregon Department of Administrative Services, Requests for Proposals to procure the vehicle must be reviewed by State prior to solicitation for bids. All vehicle orders will be reviewed by State prior to submission to selected vendor.

State will retain title to all vehicles as primary security interest holder as long as the vehicles remain in active public transportation service. Recipient shall not lease the vehicle(s) to another agency without the permission of State. Recipient shall request permission from State to release title for disposal when planning to sell or transfer a vehicle which has exceeded the minimum useful standard for age or mileage, and must notify State when actual disposal has been completed. Recipient must request permission from State in advance to transfer or otherwise dispose of a vehicle prior to its meeting federal useful life standards. Recipient must request permission from State to release title for changes.

3. PROJECT ACCOUNTING and MATCH

Eligible expenses that may be charged to this Agreement include grant administration, cost of procurement process, delivery charges, and post-delivery inspections. Aftermarket equipment, graphics and other items directly associated with this vehicle and required to put the vehicle into service are eligible. Extended warranty is an eligible expense; however, the eligible warranty shall not exceed the defined useful life of the vehicle. Licensing and other post-delivery expenses are not eligible for reimbursement.

Recipient's current indirect cost rate as it pertains to this Agreement is 0.0 percent. Changes to Recipient's indirect cost rate must be approved by State.

Recipients will provide match from eligible sources. Recipient may not count the same costs twice if they have multiple agreements for which these costs may be eligible.

4. REPORTING and INVOICING REQUIREMENTS

Recipient will provide reporting information as prescribed by State on vehicle(s) purchased under this agreement as long as the vehicle(s) remain in public transportation service.

Recipient will submit a request for reimbursement in a format provided by State. Requests must include the following: a cover letter and copies of all invoices associated with expenses identified for reimbursement, pre-award and post-delivery certification forms which document compliance to Altoona bus testing, Federal Motor Vehicle Safety Standards, Buy America, and Disadvantaged Business Enterprise requirements.



Oregon State
University

Developing Best Management Practices for Sustaining Crop Productions in Irrigated Fields of the Columbia Basin

Ruijun Qin

Assistant Professor & Extension Agronomist

Hermiston Agricultural Research & Extension Center

Where I grew up



Farming family background



Diverse crops



Shanxi Agricultural University (BS in Soil and Plant Nutrition)



Saline soil reclamation with low-pH organic waste



Chinese Academy of Agricultural Sciences

MS in Soil Science



Al toxicity symptom

- Weak and small shoot.
- Leaf curling.
- Short and swollen roots, less root hairs.
- Yellow leaf tip of corn and wheat.
- Dark stem for soybean.

Aluminum toxicity for dryland crops in acidic soils

Chinese Academy of Agricultural Sciences

MS in Soil Science



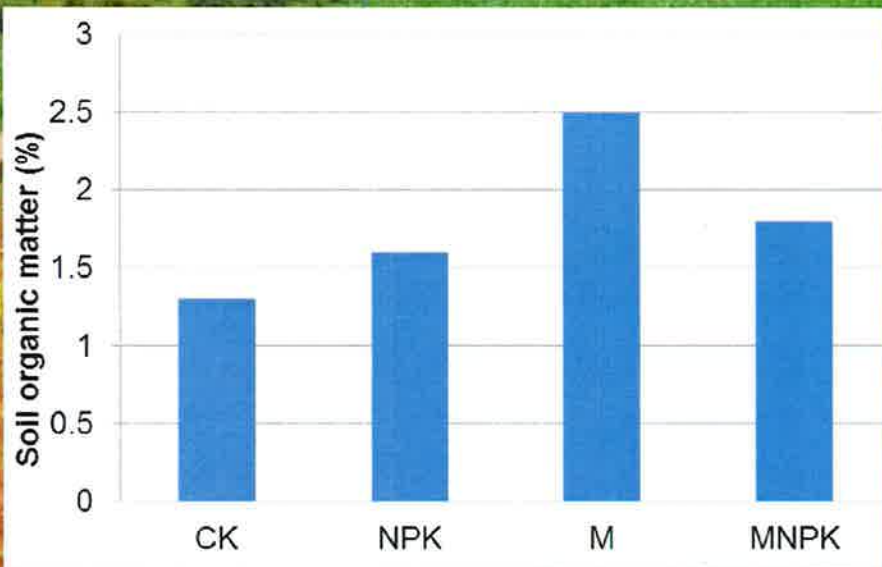
- Long-term application of organic material.
- Planting forage (especially legume).
- Green manure can detoxify Al rapidly.

Acidic soil reclamation with local available organic materials

Mechanism

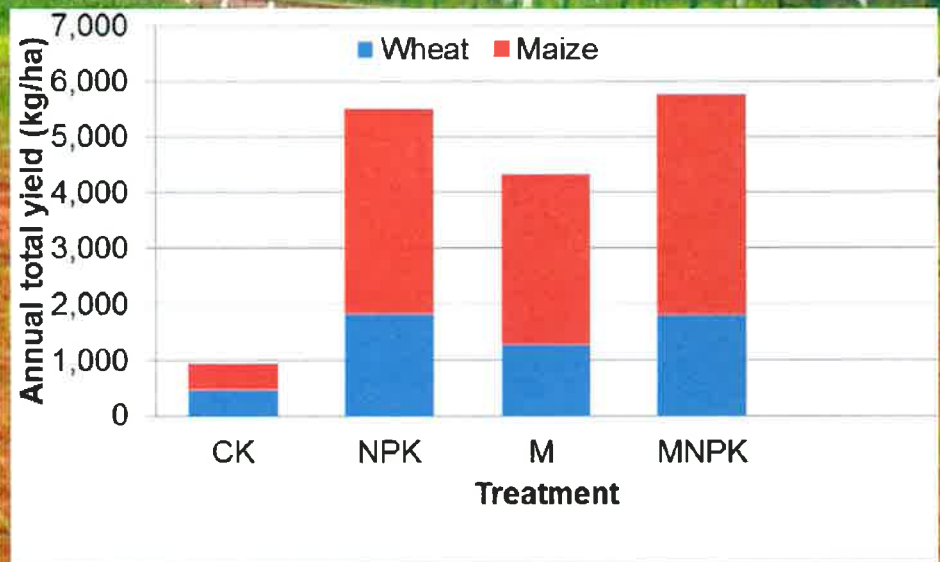
- ✓ Accumulation of soil organic matter.
- ✓ Release of low molecular acid anion.
- ✓ Return of base cations (K, Na, Ca, Mg, etc.)

Chinese Academy of Agricultural Sciences Scientist in Soil and Fertilizer Institute



Initial 6 year SOM

M > MNPK > NPK > CK



Initial 6 year yield

MNPK = NPK > M > CK

Soil fertilization with organic material and NPK

Chinese Academy of Agricultural Sciences

Scientist in Soil and Fertilizer Institute

New cropping system: Early rice-later rice-forage (triticale)

- Triticale variety selection
- Good agronomic practices:
 - ❖ Early sowing
 - ❖ Co-application of manure and chemical fertilizer



Cropping system in paddy field with forage production

Swiss Federal Institute of Technology Zurich

PhD in Agronomy

ETH

Eidgenössische Technische Hochschule Zürich
Swiss Federal Institute of Technology Zurich



Crop agronomy, root morphology & distribution, tillage, soil nitrogen management



Swiss Federal Institute for Forest, Snow and Landscape Research (Research Associate)



Root exudation under heavy metal stresses



San Joaquin Valley Agricultural Sciences Center, USDA-ARS

Project Scientist

- High value crops
- Soil fumigation
- Nutrient/water management
- Extension



Program & projects

- Integrated Methyl Bromide Alternatives Program: Emission reduction and pest control efficacy.
- Sustainable Cropping Systems to Improve Water Productivity and Protect Water and Soil Quality in Irrigated Agriculture.

San Joaquin Valley Agricultural Sciences Center, USDA-ARS

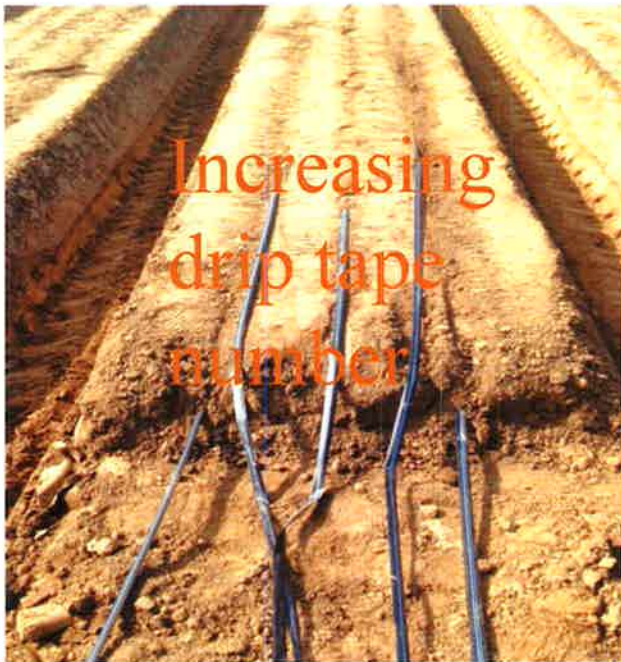
Project Scientist



Drip fumigation

Objectives: Develop effective fumigation to help growers to satisfy governmental regulations and to improve pest control efficacy and reduce growers' costs.

Findings:



Biochar application on the fate of nitrogen fertilizer

NH_3 volatilization, N_2O emission, N in pore water, N uptake, changes in soil N status



Assistant Professor and Extension agronomist

- HAREC Agronomy Program
 - New program
 - Position filled Sept. 16th, 2016, as Assistant Professor
 - **60% extension, 20% research, 15% scholarship, 5%service**
 - 9 month (1.0 FTE)



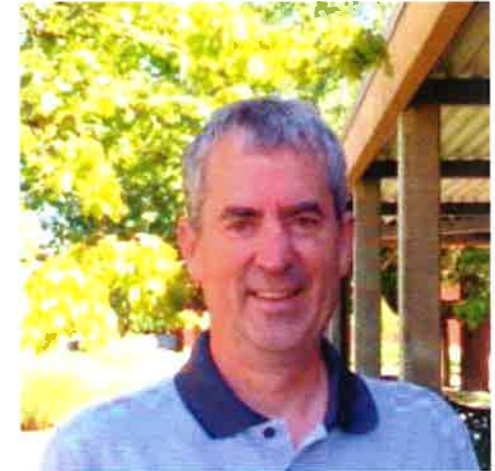
Assistant Professor and Extension agronomist



Station Director of
Hermiston Agricultural
Research and Extension
Center



Regional Administrator-
Columbia Plateau
Region, OSU Extension
Service



Department Head
of Crop and Soil
Science

**New supervisor:
Natalie Kinion**

Job description

- **60% extension:** Assist stakeholders, the public and policy makers finding solutions to solve regional crop production issues and to enhance production and profitability while increase protection of soil, water and air quality across Columbia Basin region, with expertise in soil, nutrient, and irrigation water management. Dissemination of research information (field days, tours, growers' meetings, news release, newsletters, web sites, and other web based methods). Pesticide applicator recertification training.
- **20% research:** Develop applied research program for field crop agronomy.
- **15% scholarly outcome**
- **5% service**

1. Developing nutrient management guideline for Columbia Basin of Oregon

1.1. Nitrogen: *Columbia Basin is the major potato production region in the US. the nitrogen management plan for the new varieties is still based on growers' standard for the traditional varieties. There is a need to study the nutrient requirement for the new varieties and correspondingly to update the nitrogen management plan in order to achieve the promising crop production and improve nitrogen use efficacy.*

Approach:

- 2-yr field trials for evaluating 5 varieties under 5 rates of nitrogen (N) fertilizer:
 - Measuring petiole samples, yield, quality.
 - Assessing nitrogen in soil, potato, and plants.

Outcomes:

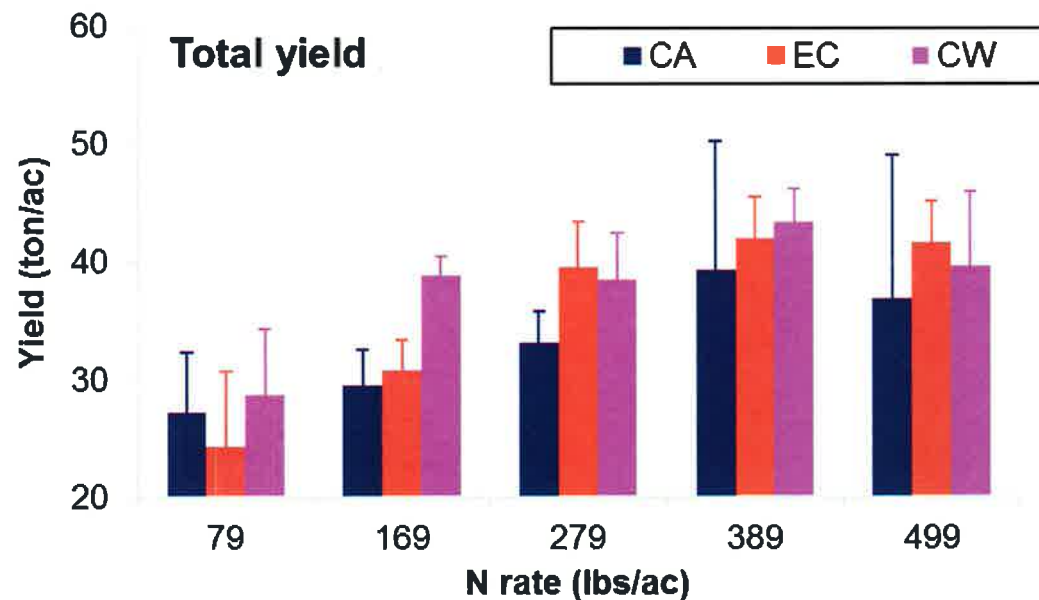
- A 2-yr field trial is completed.
- Research findings are being delivered to local community and professional association.

Impact:

- Providing timely information on N rate for different potato varieties for achieving the highest yield and income.
- Helping growers in improving N use efficiency and saving costs.
- Reducing nitrate groundwater leaching potential.

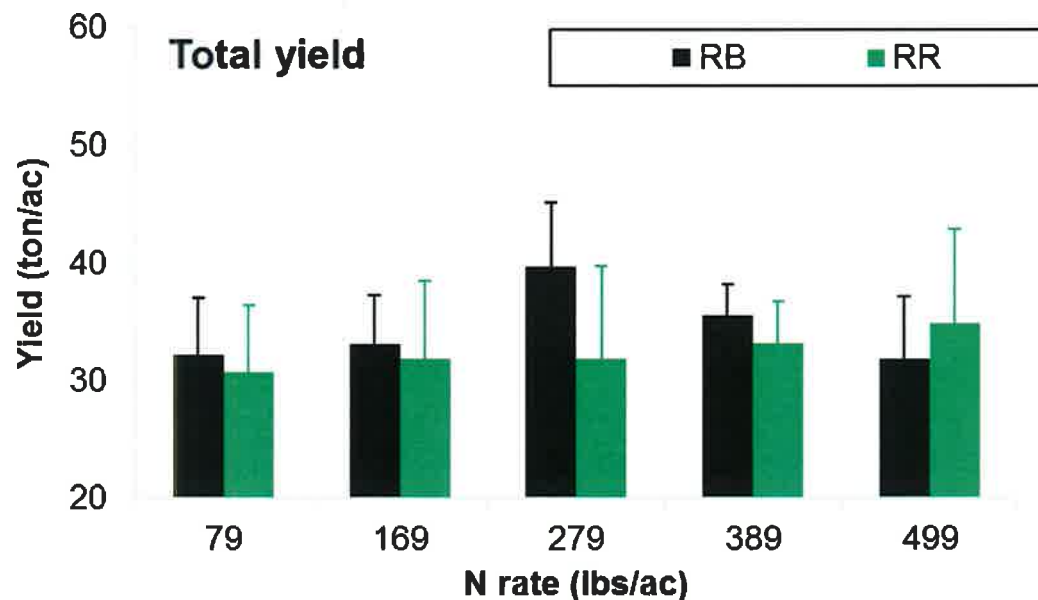
Results of 2018 trial

- **Potato yield:**
 - ✓ Highest yield occurred at 389 lbs N treatment for new varieties (castle russet: CA; echo russet: EC; Clearwater russet: CW).



- **Potato yield:**

- ✓ Highest yield occurred at 279 lbs N for russet burbank (RB).
- ✓ No clear pattern was found for the impact of N on the yield of ranger russet (RR).



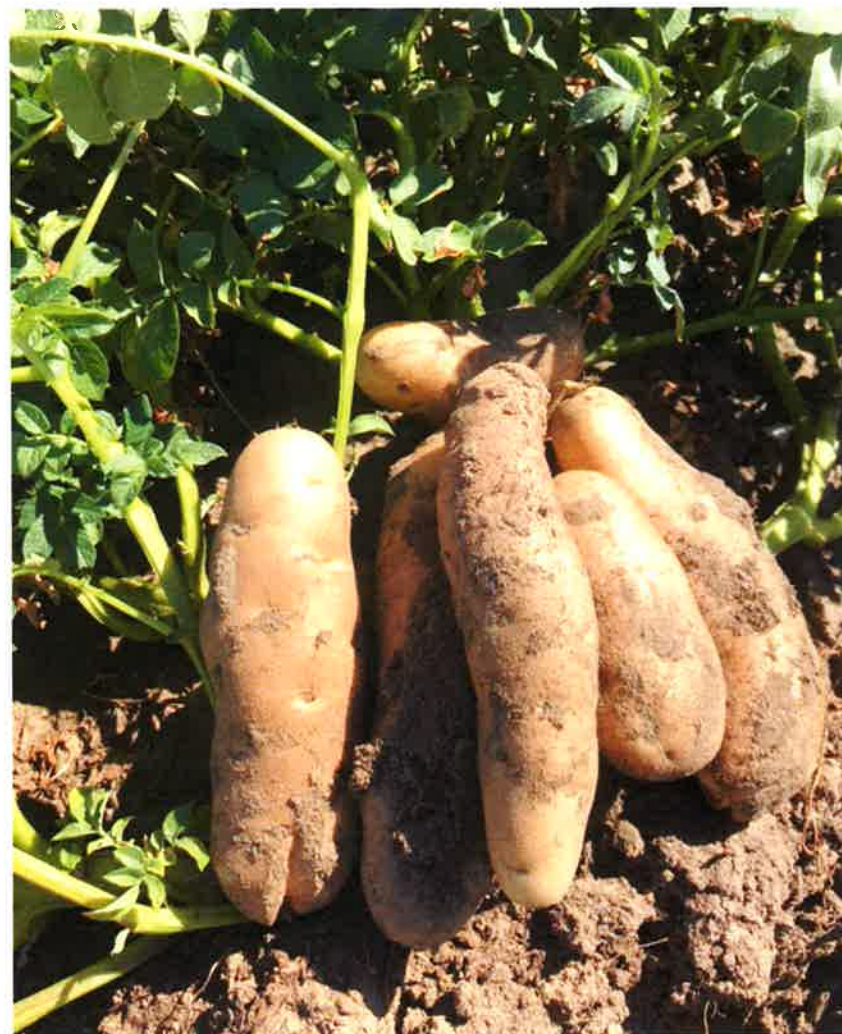
Russet Burbank



Clearwater Russet



Ranger Russet



Castle Russet



Echo Russet



1. Developing nutrient management guideline for Columbia Basin of Oregon

1.2. Potassium: Throughout the crop season, potatoes require a large amount of potassium (K) supply. There is knowledge gap on soil K availability and K fertilization. There is also a need to study the K requirement for the new varieties and correspondingly to update the K management plan in order to achieve the promising crop production and improve nitrogen use efficacy.

Approach:

- 1-yr field trial for evaluating 6 varieties under 5 rates of K fertilizer:
 - Measuring petiole samples, yield, quality.
 - Assessing K in soil, potato, and plants.

Outcomes:

- The 1-yr field trial is completed.
- Research findings will be delivered to cooperating growers and local community and professional association in 2019.
- Searching for more funding sources.

Impact:

- Providing timely information on K fertilizer rate for different potato varieties for achieving the highest yield and income.
- Improving growers' knowledge in K use and save growers' costs.

1. Developing nutrient management guideline for Columbia Basin of Oregon

1.3. **Winter wheat:** Lodging problem may happen to wheat crops due to the weather or soil condition. Two-year industry supported study on applying nitrogen and plant growth regulator (PGR) for winter wheat (2 varieties) for solving lodging problem and improving crop production



Outcome:

- The result has been presented at Hermiston Farm Fair in 2018
- First year data showed that PGR application had limited effect on the tested winter wheat.

Impact:

- Improving the knowledge of growers in PGR use for cereal crops.
- Providing scientific data for industry in testing their products in field scenario.

1. Developing nutrient management guideline for Columbia Basin of Oregon



1.4. Grass seeds: Lodging problem easily happens at grass seed crops. High N amount may increase the lodging problem. Plant Growth Regulator (PGR) may reduce lodging problem and improve seed production. However, the scientific based data is lacking. In addition, N management guideline (178-325 lbs N/ac) needs to be updated.

Approach: field trials for testing PGR and N application on bluegrass.

Outcome: 1. Preliminary result has been presented at ASA/CSSA Annual Conference in 2018: a) PGR is found to reduce lodging, while N increase lodging; b) The co-application of TE and N tended to increase seed production.

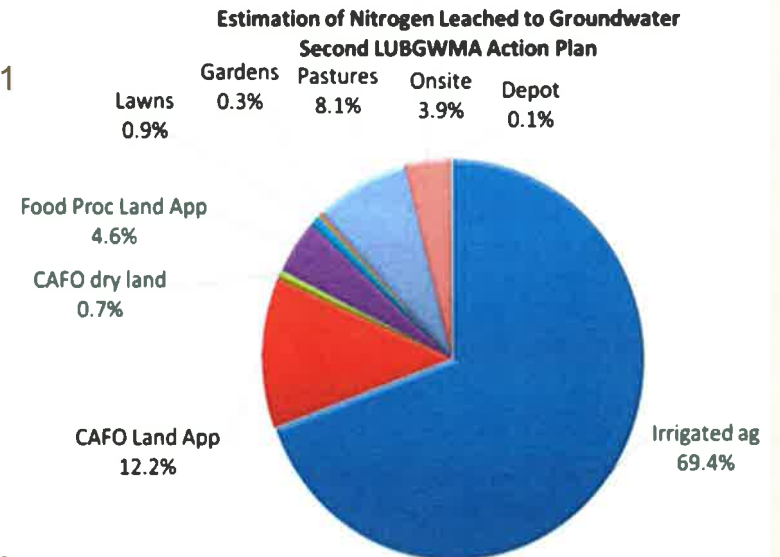
Impact:

- Improving the knowledge of growers in PGR and N use for KGB crops.
- Improving growers' profit.
- Reducing environmental pollution from nitrate leaching.

2. Reducing groundwater nitrate contamination from fertilizer

Situation: Lower Umatilla Basin (LUB) Groundwater Mgmt. Area

- 117,000 ha of irrigated cropland
- 60% of wells (n=255), nitrate conc. $>7 \text{ mg L}^{-1}$
- 48% of wells $>10 \text{ mg L}^{-1}$ standards; some wells $> 60 \text{ mg L}^{-1}$
- Monitoring indicates that nitrate levels are not declining
- Potential for future restrictions on fertilizer



Approach:

- Participated in interdisciplinary collaborative groups to focus efforts to funding and research
- My focuses: Evaluating N dynamics under standard grower conditions and develop best management practices for improving nitrogen use efficiency (NUE) and reducing environmental contamination for the irrigated fields

Related projects:

- Soil nitrogen distribution in potato fields
- Biochar application on nitrate leaching control

2. Reducing groundwater nitrate contamination from fertilizer

Outcomes:

- Initiated and co-lead, USDA NIFA Collaborative project
 - OSU HAREC, CBARC & Extension faculty
 - 3 state agencies (ODA, ODEQ and OHA)
 - 2 counties (Umatilla and Morrow)
 - 4 cities (Boardman, Hermiston, Irrigon and Umatilla)
 - 2 soil & water conservation districts
 - Confederated Tribes of the Umatilla Indian Reservation
 - 4 private organizations, 2 irrigation districts and stakeholders
- Opened lines of communication, data sharing
- Leveraged expertise to increase funding success

Impact:

- Improving groundwater quality and public health.
- Providing scientific data based solutions in reducing groundwater leaching issue.
- Helping growers and stakeholders to meet the governmental regulation requirements.



3. Soil health and crop productivities

Situation: Intensive application of chemical fertilizer, irrigation, and pesticide may impact soil health and crop productivities significantly, however, limited information is available.

Approach:

- Use organic materials (manure or biochar), cover crop, and green manure to sustain soil quality and crop productivity, alleviate environmental concerns, and improve nutrient use efficiency.
- Evaluate the impact of pesticide application on soil quality.
- On-going project: Using biochar and organic compost for sustain soil quality/health

Outcomes:

- A 2-yr field trial is completed, samples and data are under analysis.
- Research findings will be delivered to local community and professional association in 2019.

Impact:

- Increase the knowledge of growers in soil health and sustainability.
- Provide solutions for growers for sustaining agriculture.



4. New crop possibilities to support long-term regional viability

Situation: New crop options to diversify production and rotation

- Rotation relies on 4 crops (wheat, corn, onion & potato)
- Growers are requesting more options
- System stability and viability = crop diversity

Approach:

- Evaluating potential for high-value crops (Adzuki bean, quinoa, millet, forage)

Outcomes:

- Building relationships with growers, processors and colleagues
- Developing production protocols for new crops
- Two presentations were given to growers' meetings and one presentation was given to ASHS Conference.
- Adzuki bean, millet, teff grass are proved to be good alternative crops for the Eastern Oregon, while quinoa is not suitable for the region.

Impact:

- Increasing growers' profits and increase agricultural sustainability.



Extension (60%)

Extension Theme:

- Assist stakeholders finding solutions to solve regional crop production issues e.g. production and profitability, soil, water and air quality.
- Dissemination of research information
- Pesticide applicator recertification training.

Extension Publications

- 6 in preparation or submission
 - Umatilla Russet production guide
 - Echo Russet
 - Castle Russet
 - Adzuki bean production guide
 - Soil fumigation
 - biochar

Stakeholder engagement

- HAREC field trials (potato, cereal, bluegrass, forage, alternative crops, mint)
- Demonstration trials in growers' field (biochar, potassium fertilization)
- Field trials for industries for K or PGR tests.

Extension (60%)

Field day organization for stakeholders

- Irrigated cereal field day (50 participants /yr.)

Conference session organization for stakeholders

- Pacific Northwest Vegetable Association (800 participants /yr.)
- Hermiston Farm Fair (900 participants /yr.)
 - Cereal session, 8 hour (2017 & 2018)
 - Irrigation session, 4 hour (2017)
 - Core pesticide session, 8 hour (2018)
 - 16 CORE pesticide re-cert credits, 3 states

Pesticide applicator recertification training

- Presentation at Core pesticide session (2016, 2018)
- Organizing pesticide applicator recertification training (April 2018, December 2018)



Extension (60%)

Presentations at field day, farm fair, and farm:

- Potato session and cereal session of Hermiston Farm Fair (2017 & 2018)
- Potato, wheat, grass seed field day (2017 & 2018)
- General vegetable session of Pacific Northwest Vegetable Association (2017)
- Threemile Canyon Farm (Feb. 2018)
- Video at Frederickson Farm (2017)

Stakeholder communication:

- Crop industry committee meetings (15)
- Grower site visits and HAREC station visits (70)
- Point of contact for regional Agronomy and soil questions (300 clients)

Scholarship (15%)

Publications

Time frame	Refereed papers	Refereed papers in process (submitted and not submitted)	Extension publications	Extension Publications (in process)
Since hire	5	3	0	6

Presentations

Year	Regional	National	Annual TOTAL
2018	8	2	10
2017	6	2	8
2016	2	0	2
Total	16	4	20

Scholarship (15%)

Funded:

Years	PI(s)	Agency	Title	Total Award	Agronomy Program
2018	Qin R. <i>Lead-PI</i>	Lab Western	Potassium requirement for new potato varieties in Columbia Basin	\$15,000	\$15,000
2018 – 2020	Lukas, S., Qin, R. <i>Co-PI</i>	Oregon Department of Agriculture	Reducing Nitrate Losses in Onion Production Systems in the Lower Umatilla Basin through Soil Moisture Optimization Methods	\$66,772	
2018	Walters, T., Qin, R. <i>Co-PI</i>	Haifa Company	Potato Response to Potassium Multi K GG and Control Release Multicote Fertilizers of Haifa in the Columbia Basin region	\$24,000	\$12,000
2017	Qin, R. <i>Lead PI</i>	The Mosaic Company	Potato potassium fertility trial	\$10,000	\$10,000
2017 – 2022	Lukas, S., Machado, S., Qin, R. <i>Co-PI</i>	USDA NIFA (collaborative Hatch)	Optimizing ground and surface water resources for agricultural production, drinking water quality and ecosystem health in the Umatilla Basin, OR	\$250,000	\$70,000
2017	Qin R. <i>Lead PI</i>	Sirius Minerals Plc	Potato Response to Polyhalite Compared to MOP and MOP Balanced fertilizers in Oregon	\$12,000	\$12,000
2017-2019	Qin, R. <i>Lead PI</i>	Agricultural Research Foundation	The effect of biochar and organic manure on crop productivities and soil quality	\$12,182	\$12,182
2017-2018	Qin, R. <i>Lead PI</i>	PGE company	Using Biochar to Improve Crop Production and Soil Quality in the Columbia Basin Region of Oregon	\$40,000	\$30,000
TOTAL	Lead, 5 of 8			\$429,954	\$161,182

Scholarship (15%)

Not funded:

- Approx. 18 submitted not funded with a funding request from \$10,000 to \$5.2 million as PI or co-PI.

Pending and new submitting:

- 3 to USDA-SCRI (\$10 M)
- 1 to AFRI (\$5.2M)
- 4 to Crop Industry (\$150,000)
- 2 to state agency (\$70,000)

Collaboration:

- Scientists in HAREC, OSU, WSU, MSU, NDSU, Colorado State University, Purdue University, Iowa State University, USDA-ARS
- Growers and industry representatives.

Scholarship (15%)

- Graduate Students
 - 3 graduate student committee's (M.S. of OSU)
- Undergraduate internships
 - 2 BES summer interns
 - 1 summer intern (OSU)
- Local high school student employees
 - 2 students
- Temporary assistants
 - Approx. 40 surge temp labor assistants (field preparation planting, field management, and harvest)

Service (5%)

Institutional

- OSU Search Committee Members for Administration staff of the Department of Crop and Soil Science

Professional

- Lower Umatilla Basin Groundwater Management Area committee (LUBGWMA)
- Hermiston Farm Fair Program Committee
- Pacific Northwest Vegetable Association planning committee
- Secretary of Association of Chinese Soil & Plant Scientists in North America (2019).
- Editorial Board Member (2015-2017) – Journal of Integrative Agriculture (JIA).
- Journal reviews & CDFA Proposal reviewer
- 7 professional societies (ASA, SSSA, etc.)

Community (related to profession)

- Blue Mountain District FFA Soil Judging Contest
- National Corn Growers Association (NCGA) Contest

Conclusion

My program is gaining recognition with stakeholders and colleagues

Research and extension programs are getting traction with a clear direction towards future impact and applicability

Advancements in last two years indicate future successes

Acknowledgements

OSU, Department of Crop and Soil Science
Mentoring Committee (Maria Dragila; Dan Sullivan; Don Wysocki)
Supervisors (Phil Hamm, Mary Corp, Natalie Kinion, Jay Noller)
HAREC faculty and staff
HAREC Agronomy Students
Growers and Stakeholders

Thank you very much



Ruijun (Ray) Qin

Tel: 541-567-8321

Cell: 509-820-9298

Email: ruijun.qin@oregonstate.edu

Oregon State
UNIVERSITY



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

(For BOC Use)
Item #
ba

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

Staff Contact: Stephen Wreccics
Department: Planning

Phone Number (Ext): 541-922-4624
Requested Agenda Date: 12-19-2018

Short Title of Agenda Item: Adoption of the Heppner Transportation System Plan
(No acronyms please) Adopting Ordinance 1st Reading (ORD-2019-1)

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 12/14/2018 Department Head Required for all BOC meetings
Admin. Officer/BOC Office Required for all BOC meetings
R. Tovey email 12-14-18 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):

Based on the outcome of the Public Hearing that was held on December 5, 2018 the item before you is the 1st Reading of the Adopting ordinance. The 2nd Reading is scheduled for January 3, 2019. An Emergency Clause was declared as the Heppner Transportation System Plan drives work, and supports grants within the Heppner Urban Growth Boundary.

2. FISCAL IMPACT:

The Heppner Transportation System Plan will direct projects and funding for development solely within the Heppner Urban Growth Boundary.

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

No actions or motions are needed related to the 1st Reading. Those come on January 3, 2019 as part of the 2nd Reading.

Attach additional background documentation as needed.

BEFORE THE BOARD OF COMMISSIONERS FOR MORROW COUNTY, OREGON

AN ORDINANCE ADOPTING)
THE HEPPNER TRANSPORTATION) Ordinance No. ORD-2019-1
SYSTEM PLAN, APPLIED SOLELY)
WITHIN THE HEPPNER URBAN)
GROWTH BOUNDARY)

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; and

WHEREAS, Morrow County adopted its first Transportation System Plan in 1998 and the most recent update in 2012; and

WHEREAS, Morrow County adopted the City of Heppner's Transportation System Plan as part of the County's Transportation System Plan in 2003; and

WHEREAS, the City of Heppner initiated an update to its Transportation System Plan in 2017; and

WHEREAS, the City of Heppner adopted the updated version of the Heppner Transportation System Plan on October 8, 2018; and

WHEREAS, the Morrow County Planning Commission held a public hearing on Tuesday, October 30, 2018, at the Bartholomew Building in Heppner, Oregon to consider the adoption of the Heppner Transportation System Plan; and

WHEREAS, adoption of the Heppner Transportation System Plan would ensure that any future development occurring within the Heppner Urban Growth Boundary would be constructed to the Heppner Transportation System Plan standards, as to facilitate future transition to urban densities.

WHEREAS, the Morrow County Planning Commission did discuss at length the land use consequences of adopting the Heppner Transportation System Plan, and did forward the Plan to the Board of Commissioners with a do adopt recommendation; and

WHEREAS, the Morrow County Board of Commissioners held a hearing to consider the adoption of the Heppner Transportation System Plan recommendation from the Morrow County Planning Commission on December 5, 2018, at the Bartholomew Building in Heppner, Oregon; and

WHEREAS, the Morrow County Board of Commissioners accepted the Planning Commission recommendation to approve the adoption of the Heppner Transportation System Plan and approved it as presented with a 3-0 vote.

NOW THEREFORE BE IT ORDAINED THAT THE MORROW COUNTY BOARD OF COMMISSIONERS ADOPTS THE CITY OF HEPPNER TRANSPORTATION SYSTEM PLAN AS FOLLOWS:

1. This Ordinance shall be known as the “CITY OF HEPPNER TRANSPORTATION SYSTEM PLAN.”
2. The Heppner Transportation System Plan is hereby adopted and is attached as Attachment A.
3. The Morrow County Board of Commissioners declares an emergency as the Heppner Transportation System Plan drives work, and supports grants within, the Heppner Urban Growth Boundary.
4. This ordinance shall be effective following the appeal period or on January 24, 2019.

Date of First Reading: December 19, 2018

Date of Second Reading: January 3, 2019

ADOPTED BY THE MORROW COUNTY BOARD OF COMMISSIONERS THIS 3RD DAY OF JANUARY 2019.

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

Jim Doherty, Chair

Melissa Lindsay, Commissioner

Don Russell, Commissioner

Approve as to Form:

Morrow County Counsel



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

(For BOC Use)
Item #
66

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

Staff Contact: Kate Knop
Department: Finance
Short Title of Agenda Item:
(No acronyms please)

Phone Number (Ext): 5302
Requested Agenda Date: 12/19/18

Park Fund Budget Resolution R-2018-29, Creating a New Department

This Item Involves: (Check all that apply for this meeting.)
Order or Resolution [checked]
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 [checked] 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.

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

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

The Parks Fund is in need of adding a new department, prior to January 1, 2019, to accept reservation revenue for the seven spaces located at the fairgrounds. The new department has not been formally named, but for the sake of timeliness it is referred to as "Fair Park".

The Fair Park department will not require any appropriations for fiscal year beginning July 1, 2018 and therefore the Resolution R-2018-29 is only requesting the department to be set up to accept and record revenue.

2. FISCAL IMPACT:

A rough estimate of reservation revenue may be between \$100-\$600.

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

A motion to approve Resolution R-2018-29, stating that the Morrow County Board of Commissioners authorize the new Fair Park department within the Morrow County Park Fund.

Attach additional background documentation as needed.

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

IN THE MATTER OF)
CREATING A NEW PARK) RESOLUTION NO. R-2018-29
DEPARTMENT FOR FISCAL)
YEAR BEGINNING JULY 1, 2018)

WHEREAS, ORS 294.471(1) notwithstanding requirements as to estimates of and limitation on expenditures, during the fiscal year or budget period for which the original budget was adopted, the governing body of a municipal corporation may make one or more supplemental budgets under any of the following circumstances.

WHEREAS, ORS 294.471(1)(a) an occurrence or condition that is not ascertained when preparing the original budget or a previous supplemental budget for the current year or current budget period and that requires a change in financial planning.

WHEREAS, the Morrow County – Park Fund, will be creating a new Fair Park department to accept reservation fees, effective January 1, 2019. The new department will not have any appropriations for Fiscal Year beginning July 1, 2018 and therefore is not required to state the need for additional appropriations.

NOW THEREFORE, be it resolved that the Morrow County Board of Commissioners hereby authorizes the new Fair Park department within the Morrow County Park Fund.

Dated this 19th day of December 2018.

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

Don Russell, Chair

Jim Doherty, Commissioner

Melissa Lindsay, Commissioner

Approved as to Form:

Morrow County Counsel

REVENUE & EXPENSE REPORT (UNAUDITED)

AS OF: JULY 31ST, 2018

238-PARK FUND

FAIR PARK

	CURRENT BUDGET	CURRENT PERIOD	YEAR TO DATE ACTUAL	BUDGET BALANCE	% OF BUDGET
<u>REVENUES</u>					
<u>GRANT REVENUE</u>					
238-400-3-30-3451 LOCAL - GOVT. GRANT	0.00	0.00	0.00	0.00	0.00
TOTAL GRANT REVENUE	0.00	0.00	0.00	0.00	0.00
<u>CHARGES FOR SERVICES</u>					
238-400-3-40-4310 RESERVATION PROC. FEE	0.00	0.00	0.00	0.00	0.00
238-400-3-40-4312 CAMPING FEES	0.00	0.00	0.00	0.00	0.00
238-400-3-40-4316 RV DUMP FEE	0.00	0.00	0.00	0.00	0.00
TOTAL CHARGES FOR SERVICES	0.00	0.00	0.00	0.00	0.00
<u>MISCELLANEOUS REVENUE</u>					
238-400-3-60-4187 MISC REVENUES	0.00	0.00	0.00	0.00	0.00
TOTAL MISCELLANEOUS REVENUE	0.00	0.00	0.00	0.00	0.00
<u>REIMBURSEMENTS</u>					
238-400-3-80-7075 REIMBURSED ITEMS	0.00	0.00	0.00	0.00	0.00
TOTAL REIMBURSEMENTS	0.00	0.00	0.00	0.00	0.00
TOTAL REVENUES	0.00	0.00	0.00	0.00	0.00
<u>EXPENDITURES</u>					
<u>PERSONNEL SERVICES</u>					
238-400-5-10-1004 PARK RANGER	0.00	0.00	0.00	0.00	0.00
238-400-5-10-1005 OFFICE CLERK	0.00	0.00	0.00	0.00	0.00
238-400-5-10-1006 ADMIN ASST.	0.00	0.00	0.00	0.00	0.00
238-400-5-10-1007 PARKS GMO	0.00	0.00	0.00	0.00	0.00
238-400-5-10-1301 FICA	0.00	0.00	0.00	0.00	0.00
238-400-5-10-1302 WORKERS COMP	0.00	0.00	0.00	0.00	0.00
238-400-5-10-1303 RETIREMENT	0.00	0.00	0.00	0.00	0.00
238-400-5-10-1305 MEDICAL INSURANCE	0.00	0.00	0.00	0.00	0.00
238-400-5-10-1306 DENTAL INSURANCE	0.00	0.00	0.00	0.00	0.00
238-400-5-10-1309 SUTA	0.00	0.00	0.00	0.00	0.00
238-400-5-10-1316 DISABILITY INSURANCE	0.00	0.00	0.00	0.00	0.00
238-400-5-10-1317 LIFE INSURANCE	0.00	0.00	0.00	0.00	0.00
238-400-5-10-1321 MEDICARE	0.00	0.00	0.00	0.00	0.00
TOTAL PERSONNEL SERVICES	0.00	0.00	0.00	0.00	0.00
<u>MATERIALS & SERVICES</u>					
238-400-5-20-2214 OTHER SERVICES	0.00	0.00	0.00	0.00	0.00
238-400-5-20-2251 GASOLINE	0.00	0.00	0.00	0.00	0.00
238-400-5-20-2255 PROPANE	0.00	0.00	0.00	0.00	0.00
238-400-5-20-2265 JANITORIAL SERVICES	0.00	0.00	0.00	0.00	0.00
238-400-5-20-2285 SMALL TOOLS	0.00	0.00	0.00	0.00	0.00
238-400-5-20-2353 EQUIPMENT REPAIR	0.00	0.00	0.00	0.00	0.00

REVENUE & EXPENSE REPORT (UNAUDITED)

AS OF: JULY 31ST, 2018

238-PARK FUND

FAIR PARK

	CURRENT BUDGET	CURRENT PERIOD	YEAR TO DATE ACTUAL	BUDGET BALANCE	% OF BUDGET
238-400-5-20-2375 MISC SUPPLIES	0.00	0.00	0.00	0.00	0.00
238-400-5-20-2490 PROPERTY TAX	0.00	0.00	0.00	0.00	0.00
238-400-5-20-2492 OREGON LODGING TAX	0.00	0.00	0.00	0.00	0.00
238-400-5-20-2505 CONTRACT SERVICES - OT	0.00	0.00	0.00	0.00	0.00
238-400-5-20-2510 RESERVATION PROC. FEE	0.00	0.00	0.00	0.00	0.00
238-400-5-20-2539 SIGNS	0.00	0.00	0.00	0.00	0.00
238-400-5-20-3230 ADVERTISING	0.00	0.00	0.00	0.00	0.00
238-400-5-20-3240 TELEPHONE	0.00	0.00	0.00	0.00	0.00
238-400-5-20-3241 INTERNET	0.00	0.00	0.00	0.00	0.00
238-400-5-20-3311 LODGING & MEALS	0.00	0.00	0.00	0.00	0.00
238-400-5-20-3440 PARK HOST	0.00	0.00	0.00	0.00	0.00
238-400-5-20-3530 INSURANCE	0.00	0.00	0.00	0.00	0.00
238-400-5-20-3610 ELECTRICITY	0.00	0.00	0.00	0.00	0.00
238-400-5-20-3728 REPAIR & MTN GROUNDS	0.00	0.00	0.00	0.00	0.00
238-400-5-20-3812 EQUIPMENT RENTALS	0.00	0.00	0.00	0.00	0.00
238-400-5-20-3815 SANITARY SERVICES	0.00	0.00	0.00	0.00	0.00
238-400-5-20-3817 REFUNDS	0.00	0.00	0.00	0.00	0.00
TOTAL MATERIALS & SERVICES	0.00	0.00	0.00	0.00	0.00
<u>CAPITAL OUTLAY</u>					
238-400-5-40-4108 IMPROVEMENTS	0.00	0.00	0.00	0.00	0.00
TOTAL CAPITAL OUTLAY	0.00	0.00	0.00	0.00	0.00
<hr/>					
TOTAL EXPENDITURES	0.00	0.00	0.00	0.00	0.00
REVENUE OVER/(UNDER) EXPENDITURES	0.00	0.00	0.00	0.00	0.00



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

(For BOC Use)
 Item #
 6C

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

Staff Contact: Kristen Bowles Phone Number (Ext): 5130
 Department: Morrow County Sheriff's Office Requested Agenda Date: 12/19/2018
 Short Title of Agenda Item: **Black Mountain Lease agreement**
 (No acronyms please)

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: **ODOT**

Contractor/Entity Address:

Effective Dates – From: **1/1/2019** Through: **12/31/2024**

Total Contract Amount: **14,715.00** Budget Line: **101-113-5-20-3812**

Does the contract amount exceed \$5,000? Yes No

Reviewed By:

_____	Department Head	Required for all BOC meetings
<i>[Signature]</i> _____	Admin. Officer/BOC Office	Required for all BOC meetings
<i>[Signature]</i> _____	County Counsel	*Required for all legal documents
<i>[Signature]</i> _____	Finance Office	*Required for all contracts; other items as appropriate.
_____	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):

Black mountain radio site renewal agreement with ODOT

Local Government desires to colocate certain of its equipment on a portion of the Site for its communications purposes, and ODOT is willing to authorize Local Government to colocate such Local Government equipment at the Site subject to the terms of this Agreement.

2. FISCAL IMPACT:

Fiscal impact will be \$2275 in 2019 and increasing at 3% per year over the term of the agreement.

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

Move to approve the 6 year (1/1/2019 to 12/31/2024) Black Mountain IGA Colocation agreement with ODOT.

Attach additional background documentation as needed.

Site Name: Black Mountain M/W
County: Morrow
Site Number: F72501

INTERGOVERNMENTAL COLOCATION AGREEMENT

This Agreement is between the State of Oregon acting by and through its Department of Transportation (“ODOT”) and Morrow County Sheriff’s Office (Local Government”), each a “Party” and, together, the “Parties”.

SECTION 1: RECITALS

A. Authority. This Agreement is authorized by ORS 190.110.

Purpose. ODOT owns a tower and adjacent improvements including buildings, and related structures (the “Site”) on property located at Latitude 45.213140, Longitude -119.296400, Section 14, Township 4 South, Range 28 East, Tax lot 1400, County of Morrow, State of Oregon. Local Government desires to colocate certain of its equipment on a portion of the Site for its communications purposes, and ODOT is willing to authorize Local Government to colocate such Local Government equipment at the Site subject to the terms of this Agreement.

This agreement supersedes all prior agreements and understandings (whether oral or written) between Local Government and ODOT with respect to use of the Premises.

In consideration of the mutual obligations provided in this Agreement, the Parties hereby agree as follows:

SECTION 2: DEFINITIONS

- 2.1 “Colocate” or “Colocation” means the locating by Local Government of Communications Equipment on a common support structure or in an equipment building at a Site owned or leased by ODOT.
- 2.2 “Communications Equipment” means communications equipment, including but not limited to routers, antenna, other transmitting or receiving equipment for radio and microwave, and associated accessories and ancillary devices used to support Wireless Communications and other forms of communications.
- 2.3 “Premises” means the physical space within a Site granted to Local Government for Colocation pursuant to this Agreement.
- 2.4 “Site” means the physical location described on Exhibit A that is owned or controlled by ODOT where Colocation may occur.
- 2.5 “Wireless Communications” means communications accomplished without the use of a hard wire connection via radio, microwave or infrared technologies, including but not limited to fixed, mobile, and portable radios licensed under Federal Communications Commission rules and regulations as detailed in 47 CFR Parts 90 and 101, cellular phones, wireless networking (i.e. WiFi, WiMAX), or satellite communications.

SECTION 3: EFFECTIVE DATE AND DURATION

- 3.1 This Agreement is effective on January 1, 2019, (“Effective Date”), and expires on December 31, 2024, unless terminated earlier in accordance with Section 14.
- 3.2 Local Government may request that this Agreement be extended for two (2) additional five (5) year terms by providing written notice to ODOT at least sixty (60) days prior to the expiration of this Agreement. Local Government must not be in default or in breach of any of the Agreement terms. Fee amount applicable to each renewal period will be established at the time of renewal based on current State rates. (Agreement and Renewals of Agreement are dependent on ODOT securing Authorization for ground lease). Local Government and ODOT shall negotiate in good faith the terms of such renewal. If the Parties are unable to negotiate terms for renewal of this Agreement, the Agreement will terminate according to its terms.
- 3.3 The terms and conditions of the Agreement may be amended by the Parties as set forth in Section 17

Site Name: Black Mountain M/W
County: Morrow
Site Number: F72501

SECTION 4: AUTHORIZED REPRESENTATIVES AND CONTACT INFORMATION

4.1 Local Government's Authorized Representative is:

**Morrow County Sheriff
325 Willowview Drive
Heppner, Oregon 97836
(541) 676-2530 Office
(458)219-1261 Cell
KBowles@co.morrow.or.us
24 HOUR EMERGENCY CONTACT:
Morrow County Sheriff's Office
325 Willowview Dr
Heppner, OR 97836
(541)676-5317**

4.2 ODOT's Authorized Representative is:

**ODOT Wireless Communications Section Manager, or designee
455 Airport Rd. SE, Building C
Salem, OR 97301-5375
WirelessWorkOrderDesk@ODOT.state.or.us
24 HOUR EMERGENCY CONTACT: (503) 986-2911**

REMIT PAYMENTS TO:

**ODOT IS Wireless Group
ODOT Financial Services MS 21
355 Capitol Street NE
Salem, OR 97301-3871**

4.3 A Party may designate a new Authorized Representative by written notice to the other Party.

SECTION 5: RESPONSIBILITIES OF EACH PARTY

5.1 ODOT's Responsibilities:

5.1.1 ODOT agrees to permit Local Government to use the Site as described in this Agreement and as set forth on Exhibit A.

5.2 Local Government's Responsibilities:

5.2.1 Local Government shall pay ODOT as described in Section 6.

5.2.2 Local Government shall install and operate Local Government's authorized Communications Equipment according to the submitted specifications provided to ODOT as described in this Agreement and as set forth in Exhibit A.

SECTION 6: COMPENSATION AND PAYMENT TERMS

6.1 Local Government shall pay ODOT an annual fee of \$ 2,275.00, Two Thousand Two Hundred and seventy five dollars, ("Base Rent"). Payment is due on Effective date. The Base Rent shall increase annually by three percent (3%) unless otherwise agreed by the Parties. A fee for use of commercial power based on Local Government Communication Equipment set forth on Attachment 1 to Exhibit A is included in Base Rent in this Subsection.

6.2 In addition to the Base Rent due and payable under Subsection 6.1, Local Government agrees to reimburse ODOT for any and all fees or other costs and expenses assessed upon ODOT are attributable solely to Local Government's equipment or uses at the Site ("Other Charges"). ODOT shall send an invoice to Local Government for Other

Site Name: Black Mountain M/W
County: Morrow
Site Number: F72501

- Charges, if any, due and owing under this Subsection within sixty (60) days of such Other Charges becoming due.
- 6.3 Local Government shall send all payments required under this Agreement to the ODOT Authorized Representative within forty five (45) days of receipt of invoice from ODOT. Any delay or failure of ODOT in invoicing Local Government for Base rent or Other Charges shall not constitute a waiver of or in any way impair the obligation of Local Government to pay Base Rent Other Charges.

SECTION 7: REPRESENTATIONS AND WARRANTIES

7.1 Local Government represents and warrants to ODOT that:

- 7.1.1 Local Government is a county duly organized and validly existing. Local Government has the power and authority to enter into and perform this Agreement;
- 7.1.2 The making and performance by Local Government of this Agreement (a) have been duly authorized by Local Government, (b) 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 Local Government or any provision of Local Government's charter or other organizational document and (c) 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 Local Government is party or by which Local Government may be bound or affected. No authorization, consent, license, approval of, or filing or registration with or notification to any governmental body or regulatory or supervisory authority is required for the execution, delivery or performance by Local Government of this Agreement, other than those that have already been obtained;
- 7.1.3 This Agreement has been duly executed and delivered by Local Government and constitutes a legal, valid and binding obligation of Local Government enforceable in accordance with its terms;
- 7.1.4 The representations and warranties set forth in this Section are in addition to, and not in lieu of, any other representations or warranties provided by Local Government.

7.2 ODOT represents and warrants to Local Government that:

- 7.2.1 To the best of ODOT's knowledge, the Site is in full compliance with applicable state and federal environmental laws and regulations affecting it.
- 7.2.2 ODOT has funding, appropriations, limitations or other expenditure authority for the current biennium at levels sufficient, in ODOT's reasonable administrative discretion to perform its obligations under this Agreement.

SECTION 8: 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 ODOT or any other Local Government or department of the State of Oregon, or both, and Local Government that arises from or relates to this Agreement shall be brought and conducted solely and exclusively within the Circuit Court of Marion County for the State of Oregon; provided, however, if a Claim must be brought in a federal forum, then it shall be brought and conducted solely and exclusively within the United States District Court for the District of Oregon. LOCAL GOVERNMENT, BY EXECUTION OF THIS AGREEMENT, HEREBY CONSENTS TO THE IN PERSONAM JURISDICTION OF SAID COURTS. 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, to or from any Claim or from the jurisdiction of any court.

SECTION 9: CONTRIBUTION

- 9.1 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 (a "Third Party Claim") against a Party (the "Notified Party") with respect to which the other Party (the "Other Party") may have liability, the Notified Party shall promptly notify the Other Party in

Site Name: Black Mountain M/W
County: Morrow
Site Number: F72501

writing of the Third Party Claim and deliver to the Other Party, along with the written notice, a copy of the claim, process and all legal pleadings with respect to the Third Party Claim that have been received by the Notified Party. 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 the Other Party of the notice and copies required in this Section and a meaningful opportunity for the Other Party to participate in the investigation, defense and settlement of the Third Party Claim with counsel of its own choosing are conditions precedent to the Other Party's contribution obligation under this Section with respect to the Third Party Claim.

- 9.2 With respect to a Third Party Claim for which ODOT is jointly liable with Local Government (or would be if joined in the Third Party Claim), ODOT 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 Local Government in such proportion as is appropriate to reflect the relative fault of ODOT on the one hand and of Local Government on the other hand in connection with the events that resulted in such expenses, judgments, fines or settlement amounts, as well as any other relevant equitable considerations. The relative fault of ODOT on the one hand and of Local Government 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 as well as any other relevant equitable considerations.. ODOT's contribution amount in any instance is capped to the same extent it would have been capped under Oregon law if the ODOT had sole liability in the proceeding.
- 9.3 With respect to a Third Party Claim for which Local Government is jointly liable with ODOT (or would be if joined in the Third Party Claim), Local Government 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 ODOT in such proportion as is appropriate to reflect the relative fault of Local Government on the one hand and of ODOT on the other hand in connection with the events that resulted in such expenses, judgments, fines or settlement amounts, as well as any other relevant equitable considerations. The relative fault of Local Government on the one hand and of ODOT 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. Local Government's contribution amount in any instance is capped to the same extent it would have been capped under Oregon law if it had sole liability in the proceeding.

SECTION 10: LOCAL GOVERNMENT DEFAULT

Local Government will be in default under this Agreement upon the occurrence of any of the following events:

- 10.1 Local Government fails to perform, observe or discharge any of its covenants, agreements or obligations under this Agreement; or
- 10.2 Any representation, warranty or statement made by Local Government in this Agreement or in any documents or reports relied upon by Local Government is untrue in any material respect when made;

SECTION 11: ODOT DEFAULT

ODOT will be in default under this Agreement if ODOT fails to perform, observe or discharge any of its covenants, agreements, or obligations under this Agreement.

SECTION 12: REMEDIES

- 12.1 In the event Local Government is in default under Section 10 ODOT may, at its option, pursue any or all of the remedies available to it under this Agreement and at law or in equity, including, but not limited to: (a) termination of this Agreement under Section 14.3 or (b) initiation of an action or proceeding for damages, specific performance, or declaratory or injunctive relief,. These remedies are cumulative to the extent the remedies are not inconsistent, and Local Government may pursue any remedy or remedies singly, collectively, successively or in any order whatsoever.
- 12.2 In the event ODOT is in default under Section 11, Local Government may, at its option, pursue any or all of the

Site Name: Black Mountain M/W
County: Morrow
Site Number: F72501

remedies available to it under this Agreement and at law or in equity, including, but not limited to: (a) termination of this Agreement under Subsection 14.2, or (b) initiation of an action or proceeding for damages, specific performance, or declaratory or injunctive relief. These remedies are cumulative to the extent the remedies are not inconsistent, and Local Government may pursue any remedy or remedies singly, collectively, successively or in any order whatsoever.

SECTION 13: LIMITATION OF LIABILITY

EXCEPT FOR LIABILITY ARISING UNDER OR RELATED TO SECTION 9, NEITHER PARTY WILL BE LIABLE FOR INCIDENTAL, CONSEQUENTIAL, OR OTHER INDIRECT DAMAGES ARISING OUT OF OR RELATED TO THIS AGREEMENT, REGARDLESS OF WHETHER THE LIABILITY CLAIM IS BASED IN CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, PRODUCT LIABILITY OR OTHERWISE. NEITHER PARTY WILL BE LIABLE FOR ANY DAMAGES OF ANY SORT ARISING SOLELY FROM THE TERMINATION OF THIS AGREEMENT IN ACCORDANCE WITH ITS TERMS.

SECTION 14: TERMINATION

14.1 This Agreement may be terminated at any time by mutual written consent of the Parties.

14.2 Local Government may terminate this Agreement as follows:

14.2.1 Upon 30 days advance written notice to ODOT

14.2.2 Immediately upon written notice to ODOT, if Local Government fails to receive funding, or appropriations, limitations or other expenditure authority at levels sufficient in Local Government's reasonable administrative discretion, to perform its obligations under this Agreement;

14.2.3 Immediately upon written notice to ODOT, if federal or state laws, rules, regulations or guidelines are modified or interpreted in such a way that Local Government's performance under this Agreement is prohibited or Local Government is prohibited from paying for such performance from the planned funding source;

14.2.4 Immediately upon written notice to ODOT, if ODOT is in default under this Agreement and such default remains uncured 45 days after written notice thereof to ODOT; or

14.2.5 As otherwise expressly provided in this Agreement.

14.3 ODOT may terminate this Agreement as follows:

14.3.1 Immediately upon written notice to Local Government, if ODOT fails to receive funding, or appropriations, limitations or other expenditure authority at levels sufficient in ODOT's reasonable administrative discretion, to perform its obligations under this Agreement;

14.3.2 Immediately upon written notice to Local Government, if federal or state laws, rules, regulations or guidelines are modified or interpreted in such a way that ODOT's performance under this Agreement is prohibited or ODOT is prohibited from paying for such performance from the planned funding source;

14.3.3 Immediately upon written notice to Local Government, if Local Government is in default under this Agreement and such default remains uncured 45 days after written notice thereof to Local Government; or

14.3.4 As otherwise expressly provided in this Agreement.

SECTION 15: INSURANCE

Each Party shall provide insurance or self-insurance as described below:

15.1 ODOT is self-insured under ORS 30.282(2) up to the limits described in ORS 30.269 to 30.273. In addition, ODOT has qualified for self-insurance under ORS 806.130 of the Oregon Vehicle Code up to the limits as set forth in ORS 806.070. Upon request by the Local Government, ODOT shall provide written proof of self-insurance to Local Government.

15.2 Local Government shall, at its own cost and expense, either (1) secure and maintain a policy of insurance from a qualified insurance company(s) through the term of this Agreement, or (2) provide similar type protection

Site Name: Black Mountain M/W
County: Morrow
Site Number: F72501

through an Administrative Trust commonly known as City County Insurance Services or Special Districts of Association of Oregon (SDAO) insurance. In either case, Local Government shall secure liability protection with respect to its operations and operations of its officers, employees, and agents including volunteers acting within the scope of their employment or duties arising out of a governmental or proprietary function, equivalent to the limits identified in the Oregon Tort Claims Act, ORS 30.260 through 30.300.

- 15.3 The insurance certificates will be located in each Party's files and will be made available upon request by any of the Parties.
- 15.4 All employers, that employ subject workers who work under this Agreement 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. Employers Liability insurance with coverage limits of not less than \$500,000 must be included. Both Parties shall ensure that each of its contractors or subcontractors complies with these requirements.

SECTION 16: NONAPPROPRIATION

ODOT's obligation to pay any amounts and otherwise perform its duties under this Agreement is conditioned upon ODOT receiving funding, appropriations, limitations, allotments, or other expenditure authority sufficient to allow ODOT, in the exercise of its reasonable administrative discretion, to meet its obligations under this Agreement. Nothing in this Agreement may be construed as permitting any violation of Article XI, section 7 of the Oregon Constitution or any other law limiting the activities, liabilities or monetary obligations of ODOT.

SECTION 17: AMENDMENTS

Except as otherwise provided in Exhibit A, the terms of this Agreement may not be altered, modified, supplemented or otherwise amended, unless by written amendment executed by the Parties.

SECTION 18: NOTICE

Except as otherwise expressly provided in this Agreement, any notices to be given relating to this Agreement must be given in writing by facsimile, email, personal delivery, or postage prepaid mail, to a Party's Authorized Representative at the physical address, fax number or email address set forth in this Agreement, or to such other addresses as either Party may indicate pursuant to this Section. Any notice so addressed and mailed becomes effective five (5) days after mailing. Any notice given by personal delivery becomes effective when actually delivered. Any notice given by email becomes effective upon the sender's receipt of confirmation generated by the recipient's email system that the notice has been received by the recipient's email system. Any notice given by facsimile becomes effective upon electronic confirmation of successful transmission to the designated fax number.

SECTION 19: SURVIVAL

All rights and obligations of the Parties under this Agreement will cease upon termination of this Agreement, other than the rights and obligations arising under Sections 8, 9, 13, and 19 hereof and those rights and obligations that by their express terms survive termination of this Agreement; provided, however, that termination of this Agreement will not prejudice any rights or obligations accrued to the Parties under this Agreement prior to termination.

SECTION 20: SEVERABILITY

The Parties agree that 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 will not be affected, and the rights and obligations of the Parties will be construed and enforced as if the Agreement did not contain the particular term or provision held to be invalid.

SECTION 21: COUNTERPARTS

This Agreement may be executed in several counterparts, all of which when taken together shall constitute one agreement, notwithstanding that all Parties are not signatories to the same counterpart. Each copy of the Agreement so

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executed constitutes an original.

SECTION 22: COMPLIANCE WITH LAW

In connection with their activities under this Agreement, the Parties shall comply with all applicable federal, state and local law, including local zoning laws.

SECTION 23: INDEPENDENT CONTRACTORS

The Parties agree and acknowledge that their relationship is that of independent contracting parties and that Local Government is not an officer, employee, or agent of the State of Oregon as those terms are used in ORS 30.265 or otherwise.

SECTION 24: INTENDED BENEFICIARIES

ODOT and Local Government are the only parties to this Agreement and are the only parties entitled to enforce its terms. Nothing in this Agreement provides, is intended to provide, or may be construed to provide any direct or indirect benefit or right to third persons unless such third persons are individually identified by name herein and expressly described as intended beneficiaries of this Agreement.

SECTION 25: FORCE MAJEURE

Neither Party is responsible for any failure to perform or any delay in performance of any obligations under this Agreement caused by fire, civil unrest, labor unrest, natural causes, or war, which is beyond that Party's reasonable control. Each Party shall, however, make all reasonable efforts to remove or eliminate such cause of failure to perform or delay in performance and shall, upon the cessation of the cause, diligently pursue performance of its obligations under this Agreement. ODOT may terminate this Agreement upon written notice to Local Government after reasonably determining that the failure or delay will likely prevent successful performance of this Agreement.

SECTION 26: ASSIGNMENT AND SUCCESSORS IN INTEREST

Local Government may not assign or transfer its interest in this Agreement without the prior written consent of ODOT and any attempt by Local Government to assign or transfer its interest in this Agreement without such consent will be void and of no force or effect. ODOT's consent to Local Government's assignment or transfer of its interest in this Agreement will not relieve Local Government of any of its duties or obligations under this Agreement. The provisions of this Agreement will be binding upon and inure to the benefit of the Parties hereto, and their respective successors and permitted assigns.

SECTION 27: SUBCONTRACTS

Local Government shall not, without ODOT's prior written consent, enter into any subleases for use of the Premises. ODOT's consent to any sublease will not relieve Local Government of any of its duties or obligations under this Agreement.

SECTION 28: MERGER, WAIVER

This Agreement and all exhibits and attachments, if any, constitute the entire agreement between the Parties on the subject matter hereof. There are no understandings, agreements, or representations, oral or written, not specified herein regarding this Agreement. No waiver or consent under this Agreement binds either Party unless in writing and signed by both Parties. Such waiver or consent, if made, is effective only in the specific instance and for the specific purpose given. EACH PARTY, BY SIGNATURE OF ITS AUTHORIZED REPRESENTATIVE, HEREBY ACKNOWLEDGES THAT IT HAS READ THIS AGREEMENT, UNDERSTANDS IT, AND AGREES TO BE BOUND BY ITS TERMS AND CONDITIONS.

SECTION 29: RECORDS MAINTENANCE AND ACCESS

Local Government shall maintain all financial records relating to this Agreement in accordance with generally accepted accounting principles. In addition, Local Government shall maintain any other records, books, documents, papers, plans,

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records of shipments and payments and writings of Local Government, whether in paper, electronic or other form, that are pertinent to this Agreement in such a manner as to clearly document Local Government's performance. All financial records, other records, books, documents, papers, plans, records of shipments and payments and writings of Local Government, whether in paper, electronic or other form, that are pertinent to this Agreement, are collectively referred to as "Records." Local Government acknowledges and agrees that ODOT and the Oregon Secretary of State's Office and the federal government and their duly authorized representatives will have access to all Records to perform examinations and audits and make excerpts and transcripts. Local Government shall retain and keep accessible all Records for a minimum of six (6) years, or such longer period as may be required by applicable law, following termination of this Agreement, or until the conclusion of any audit, controversy or litigation arising out of or related to this Agreement, whichever date is later. Subject to foregoing minimum records retention requirement, Local Government shall maintain Records in accordance with the records retention schedules set forth in OAR Chapter 166.

SECTION 30: HEADINGS

The headings and captions to sections of this Agreement have been inserted for identification and reference purposes only and may not be used to construe the meaning or to interpret this Agreement.

SECTION 31: AGREEMENT DOCUMENTS

This Agreement consists of the following documents, which are listed in descending order of precedence: this Agreement less all exhibits, attached Exhibit A (Colocation Authorization)

SECTION 32: SIGNATURES

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the dates set forth below.

MORROW COUNTY, BY and through the,

DATED this ____ Day of _____ 2018.

By _____
Don Russell, Commissioner

By _____
Melissa Lindsay, Commissioner

By _____
Jim Doherty, Commissioner

APPROVAL RECOMMENDED

By _____
Kristen Bowles, Communications LT.

Date _____

REVIEWED

By _____
Local Government Legal Counsel

Date _____

**STATE OF OREGON, by and through its
Department of Transportation**

By _____
State Maintenance & Operations Engineer

Date _____

APPROVAL RECOMMENDED

By _____
ODOT Wireless Section Manager, or designee

Date _____

APPROVED FOR LEGAL SUFFICIENCY

By _____
Oregon Department of Justice

Date _____

N/A Does not meet threshold ORS 291.047, OAR 137-045-0030(3)

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EXHIBIT A - COLOCATION AUTHORIZATION

1. Collocation Site. ODOT authorizes Local Government Collocation of Communications Equipment in Facilities owned or controlled by ODOT as described in the Attachment to this Exhibit A.
2. Supplemental Terms and Conditions for Collocation. The following terms and conditions supplement the Agreement.
 - a. Real Property Rights.
 - i. ODOT is the lessee under a lease between ODOT and the property owner ("United States Department of Agriculture, United States Forest Service") ("USFS") dated 11 day of March, 1999, ("Master Lease") a true and complete copy of which is available from ODOT upon request. This Collocation authorization is subject and subordinate to the lease between ODOT and the Owner. ODOT shall use best efforts to maintain the Master Lease during the Term of this Agreement.
 - ii. ODOT agrees not to enter into any agreement with Owner (or any successor thereto under the Master Lease) for early termination of the Master Lease without prior notification to Local Government of 180 days. ODOT will provide to Local Government a copy of any notice of revocation, termination or suspension ODOT receives from Owner within 45 days following ODOT's receipt of the same. Local Government will be permitted, but not required, to cure any default of ODOT as tenant under the Master Lease and to offset the out of pocket costs Local Government incurs in effecting such cure against Base Rent or Rent next coming due under this Agreement.
 - b. Permitted Use. Local Government will use its Communications Equipment installed within the Premises for the installation, maintenance, operation, and repair of Wireless Communications Equipment. Neither Party will prohibit or interfere with the use of the Site or any portion thereof by ODOT or other tenants, licensees or occupants.
 - c. Access. Pursuant to its access rights under the Master Lease, ODOT will provide Local Government reasonable access to the Premises 24 hours per day, 7 days per week so that Local Government may perform installation, operation, maintenance, replacement and repair functions on its Communications Equipment. Local Government will provide ODOT with reasonable advance notice. Local Government will be responsible for the actions of all who access the Site on Local Government's behalf. ODOT does not warrant any access to the Premises and the Local Government acknowledges its responsibility to arrange for access across property owned by others. Any right of access ODOT has by permit, license, easement or lease may or may not be extended to other parties.
 - d. Utilities. Each Party will be responsible for the cost of utilities for its Communications Equipment and use, unless otherwise stated in this Agreement.
 - e. Installation.
 - i. Prior to the commencement of any work within the Premises, Local Government will, at the sole cost and expense of Local Government, prepare and deliver to ODOT working drawings, plans and specifications (the "Plans") detailing the technical characteristics, location and size of its Communications Equipment, specifically describing the proposed installation and related work, and detailing the schedule for all installation activities related thereto. No work will commence until ODOT in its sole reasonable discretion, has approved the Plans in writing.
 - f. Interference
 - i. Local Government shall test its newly installed Communications Equipment to ensure there is not interference with other user's equipment at the Premises.
 - ii. ODOT and Local Government agree to use best efforts to protect the other Party from radio interference, and to fully cooperate by taking all reasonable measures necessary to eliminate or satisfactorily mitigate/ease such interference.

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- iii. ODOT and Local Government agree to the following mechanism for resolving Wireless Communications interference issues: New Co-locating party will be responsible for correcting radio interference problems if such interference is created by their installation. Upon written or electronic notice by ODOT, the party responsible for interference will be required to shut down offending equipment and start corrections within fifteen (15) days or suspend use of offending equipment if interference cannot be resolved.
- g. Local Government's Covenants and Warranties. Local Government hereby covenants and warrants:
 - i. To keep the Premises and its Communications Equipment in good order, repair and condition throughout the Collocation Term (defined below) and to promptly and completely repair all damage to the Site, the Premises, or both, caused by Local Government, reasonable wear and tear excepted;
 - ii. To comply with federal, state and municipal laws, orders, rules and regulations applicable to its activities and Communications Equipment; and
 - iii. Not to disrupt, adversely affect or interfere with other providers of services to the Premises or with any occupant's use and enjoyment of the Premises or any common areas of the Site.
- h. Equipment Ownership and Maintenance.
 - i. Local Government's Communications Equipment will belong to or be leased by Local Government, and will be located at the Premises at the sole risk of Local Government.
 - ii. Local Government will, at its sole expense, maintain and repair its Communications Equipment to avoid hazard or damage to the Site and Premises or injury to ODOT employees, agents, suppliers or the public. Any necessary additional protective devices will be provided by Local Government, at Local Government's sole expense. ODOT will have no responsibility for maintenance or repair of Local Government's Communications Equipment.
 - iii. At the expiration or earlier termination of Local Government's Collocation Authorizations, Local Government will remove its Communications Equipment and Local Government's personal property from the Premises in a neat and orderly manner, and repair all damage caused by such removal, excluding normal wear and tear, at Local Government's sole expense. Any property not so removed within thirty (30) days after the expiration or termination of Local Government's Collocation Authorizations will be deemed abandoned and the property of ODOT. Local Government will be liable for all costs incurred by ODOT from removing the Communications Equipment and repairing the Premises as a result thereof.
- i. Additional Authorizations. ODOT reserves the right to grant, renew or extend similar Authorizations to others for locating Communications Equipment in the Premises.
- j. CONDITION OF PREMISES. ODOT MAKES NO WARRANTY OR REPRESENTATION, EXPRESSED OR IMPLIED, CONCERNING THE CONDITION OF THE PREMISES. LOCAL GOVERNMENT HAS INSPECTED THE PREMISES AND THE SITE, ACCEPTS THE SAME "AS IS" AND AGREES THAT ODOT IS UNDER NO OBLIGATION TO PERFORM ANY WORK OR PROVIDE ANY MATERIALS TO PREPARE THE PREMISES OR THE SITE FOR LOCAL GOVERNMENT.
- k. Liens. Local Government will be responsible for the satisfaction or payment of any provider of work, labor, material or services claiming by, through or under Local Government related to Local Government's Collocation at a Site. Local Government will indemnify, hold harmless and defend ODOT against any liens, including reasonable attorneys' fees. Any lien will be discharged by Local Government within ten (10) days of notice of filing. Failure to discharge any lien is a material breach of this Agreement, and will result in immediate termination of the affected Authorization.
- l. Subcontractors. Local Government may subcontract any portion of installation, maintenance or repair of its Communications Equipment within the Premises contemplated by this Agreement to an approved entity competent to perform such work. If either Party's Communications Equipment is damaged or disrupted by a third party permitted at a Site by the other Party ("Authorizing Party"), it

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will be the Authorizing Party's responsibility to mitigate the damages or disruption and ensure the equipment is restored to its condition prior to the damage or disruption.

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Attachment 1 to Exhibit A

This Attachment 1 may be modified without amendment to this Agreement with written request from Local Government and written authorization from ODOT.

1. Site Ownership. ODOT owns the tower, shelter and associated facilities at the Site.
2. Premises. The Premises are comprised of the following space on the tower and in the shelter:
 - a. Shelter Space: rack space within the ODOT Shelter for 1 rack of Communications Equipment as shown below:
 - b. Tower Space: space on ODOT's tower for the following tower equipment:

Mfr	Model	Size	Description	Height (to base on tower)	Feedline Type/size	Tower Leg
CellWave	R0220	21'		20'	½ Helix	NW

- c. Frequencies:

Call Sign: (if any)	Local Government	Frequency	TX	RX	Both	Bandwidth	Power Output (Watts)	Power ERP (Watts)
WJJ93	Morrow Co	154.725	TX			11KOF3E	110	350
Wjj93	Morrow Co	155.655		RX		11KOF3E	110	110

3. Additional Site-Specific Provisions
 - a. Miscellaneous.
 - i. Prior to installation of any new Local Government Communications Equipment, Local Government shall submit a structural analysis to ODOT and receive written notice to proceed from ODOT.
 - b. Power and Utilities.
 - i. Local Government will utilize the ODOT generator.
 - ii. ODOT will refuel propane tanks at the Site.
 - iii. ODOT will provide commercial power, fee reflected in base rent Section 6.
 - c. Site Maintenance
 - i. ODOT shall maintain the Site, including the tower, shelter, generator and associated accessory structures in good and tenable condition subject to reasonable wear and tear and damage from the elements and subject to the terms of the Master Lease.