

MORROW COUNTY BOARD OF COMMISSIONERS MEETING AGENDA

Wednesday, July 14, 2021 at 9:00 a.m.

Bartholomew Building Upper Conference Room

110 N. Court St., Heppner, Oregon

See Zoom Meeting Information on Page 2

AMENDED

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. Approve Accounts Payable & Payroll Payables
 - b. Minutes: June 9th, June 16th
 - c. Oregon Department of Transportation, Public Transportation Division Agreement #34958, STF Operating Funds
 - d. ~~Second Amendment to Oregon Health Authority Intergovernmental Agreement #154978, Public Health Division, Alcohol & Drug Prevention and Education Program~~
5. **Business Items**
 - a. Audio Visual Options for Morrow County Government Center (Joe Melton/Avidex, Rob Naughton/IMESD)
 - b. Request to Purchase Trail King Equipment Trailer (Eric Imes, Public Works)
 - c. Request to Purchase Polaris Ranger and Trailer (Undersheriff John Bowles)
 - d. Morrow County Emergency Operations Center Update
 - e. Building Projects Update
 - i. Add Alternates List
6. **Department Reports**
 - a. Planning Department Monthly Report (Tamra Mabbott)
 - b. Treasurer's Monthly Report (Jaylene Papineau)
 - c. Justice Court Quarterly Report (Judge Glen Diehl)
 - d. Veterans Services Quarterly Report (Linda Skendzel)
7. **Correspondence**
8. **Commissioner Reports**
9. **Executive Session:** Pursuant to ORS 192.660(2)(d) – To conduct deliberations with persons designated by the governing body to carry on labor negotiations
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 Lutchter at (541) 676-5613.

Pursuant to ORS 192.640, this agenda includes a list of the principal subjects anticipated to be considered at the meeting; however, the Board may consider additional subjects as well. This meeting is open to the public and interested citizens are invited to attend. Executive sessions are

closed to the public; however, with few exceptions and under specific guidelines, are open to the media. The Board may recess for lunch depending on the anticipated length of the meeting and the topics on the agenda. If you have anything that needs to be on the agenda, please notify the Board office before noon of the preceding Friday. If something urgent comes up after this publication deadline, please notify the office as soon as possible. If you have any questions about items listed on the agenda, please contact Darrell J. Green, County Administrator at (541) 676-2529.

Zoom Meeting Information

Join Zoom Meeting

<https://zoom.us/j/5416762546>

PASSWORD: 97836

Meeting ID: 541-676-2546

Zoom Call-In Numbers for Audio Only:

- 1-346-248-7799, Meeting ID: 541 676 2546#
- 1-669-900-6833, Meeting ID: 541 676 2546#
- 1-312-626-6799, Meeting ID: 541-676-2546#
- 1-929-436-2866, Meeting ID: 541-676-2546#
- 1-253-215-8782, Meeting ID: 541-676-2546#
- 1-301-715-8592, Meeting ID: 541-676-2546#

Morrow County Board of Commissioners Meeting Minutes
June 9, 2021
Bartholomew Building Upper Conference Room
Heppner, Oregon

Present In-Person

Chair Don Russell, Commissioner Jim Doherty, Commissioner Melissa Lindsay, John A. Bowles, Kate Knop, Roberta Lutchter, Richard Tovey

Present Via Zoom

Staff: Ronda Fox, Deanne Irving, Crystal Jaeger, Tamra Mabbott, Nazario Rivera, Jaylene Papineau, Sandi Pointer, Heidi Turrell; Non-Staff: Sheryll Bates, Glenn McIntire, Debbie Pedro, Karen Pettigrew, Christina Smith, David Sykes

Excused

Darrell J. Green

Call to Order, Pledge of Allegiance & Roll Call: 9:00 a.m.

City & Citizen Comments: None

Open Agenda: No items

Consent Calendar

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

1. *Accounts Payable & Payroll Payables*
2. *Minutes: May 5th*
3. *Order No. OR-2021-9: In the Matter of Authorizing the County Treasurer to Invest Fund, July, 2021 until June 30, 2022*

Commissioner Doherty seconded. Unanimous approval.

Legislative Updates: None

Business Items

Equity Fund Loan Request

Christina Smith, Loan Officer, Greater Eastern Oregon Development Corporation (GEODC)
 Kate Knop, Finance Director

Ms. Smith asked the Board to approve Morrow County Health District's request to borrow funds from the Morrow County Equity Fund to purchase the former Nazarene Church building. MCHD plans to move the administrative offices in the hospital across the street to the former church building in order to free up clinical space to serve patients. She said this would be MCHD's fifth Equity Fund loan request. Two loans have been paid off and two are still active, she said. If approved, this would be the final request needed to complete their project.

Commissioner Doherty moved for the Board to approve the 10-year loan request from the Morrow County Health District in the amount of \$67,500. Commissioner Lindsay seconded. Unanimous approval.

Brief discussion about determining the interest rate for the loan.

Commissioner Lindsay moved to set the interest rate at 1.5%. Commissioner Doherty seconded. Unanimous approval.

Ideas for marketing the Equity Fund were discussed as there is approximately \$237,500 available to loan.

Oregon Health & Science University, Research Subaward Agreement, Amendment #2
Nazario Rivera, Public Health Director

This agreement involves federal funds distributed to the County from OHSU for the CaCoon program. A goal of the program is to improve the health and well-being of children and youth with special health needs. The amount of funds in the amendment will be \$24,751.

Commissioner Lindsay moved to approve the OHSU Research Subaward Agreement, Amendment #2, and authorize Chair Russell to sign on behalf of the County. Commissioner Doherty seconded. Unanimous approval.

Road Committee Appointment Request
Sandi Pointer, Public Works

Commissioner Lindsay moved to appoint Jacob K. Cain to the Road Committee, representing North County for a three-year term (June 9, 2021-June 9, 2024). Commissioner Doherty seconded. Discussion: Commissioner Doherty said Mr. Cain would represent the Columbia area as opposed to North County because we don't have two counties. Unanimous approval.

Designate Commissioner Representative to Oregon Water Resources Department

Chair Russell moved to designate Commissioner Lindsay as the Commissioner liaison with the Oregon Water Resources Department. Commissioner Doherty seconded. Unanimous approval.

Commissioner Lindsay said every county needs to start talking more and more about water and she looked forward to making this a bigger conversation at this level. This drought year made a lot of problems shine, she added.

Emergency Operations Center Update

- Undersheriff Bowles relayed current COVID statistics and said things were slowing down but there were still positive cases. He talked about the flood season, which consisted of two incidents where creeks were a little high. Fire season is upon us with a few fires locally but crews knocked them down quickly. He estimated it will be a very active fire season. Interviews for the Emergency Manager position will take place June 17th.
- Commissioner Lindsay talked about the contract from the State for vaccine incentive funds that will be used in a lottery drawing with up to seven winners in the County. She said she agreed with Commissioner Doherty in that she also didn't love the incentive idea but it would put funds back in the local communities. She added, based on the last conversation, she moved the contract forward and told the State Morrow County would participate.

Building Project Updates

Both the Morrow County Government Center Building in Irrigon and the Sheriff Station 2 Building in Heppner remain on budget and on schedule.

Department Reports

- Director Tamra Mabbott reviewed the Planning Department Monthly Report
- Treasurer Jaylene Papineau reviewed the Treasurer's Monthly Report

Correspondence

- Morrow County 4-H June 2021 Newsletter
- Oregon Health Authority's Current and Updated County Risk Levels as of June 7, 2021

Commissioner Reports

- Commissioner Lindsay said a meeting was held yesterday to continue the conversation on UEC (Umatilla Electric Cooperative) and the loop roads, etc. She said she didn't feel it was very productive, however, a follow-up conversation took place and Public Works Direct Matt Scrivner was coordinating another meeting later this afternoon.

Chair Russell stated the Board would take a short break and reconvene in Executive Session. He then read the Executive Session citation.

Break: 9:47-10:00 a.m.

10:00 a.m. Executive Session: Pursuant to ORS 192.660(2)(d) – To conduct deliberations with persons designated by the governing body to carry on labor negotiations

10:30 a.m. Closed Executive Session

Signing of documents

Adjourned: 10:40 a.m.

Morrow County Board of Commissioners Meeting Minutes
June 16, 2021
Morrow-Grant County OHV Park
Heppner, Oregon

Present In-Person

Chair Don Russell, Commissioner Jim Doherty, Darrell J. Green, John A. Bowles, Greg Close, Kate Knop, Roberta Lutcher, Tamra Mabbott, Ken Matlack, Matt Scrivner, Brian Snyder; Non-Staff: Mike Mahoney, John Patterson

Excused: Commissioner Melissa Lindsay

Call to Order, Pledge of Allegiance & Roll Call: 10:01 a.m.

City & Citizen Comments

Mike Mahoney

John Patterson

Mr. Patterson had questions about the permit for a temporary fence issued to Jim Kirkpatrick:

1. Was there any determination whether the fence was truly in the County right-of-way (ROW)?
2. Was the permit obtained lawfully?
3. Does the County truly own the 21 Road and have the authority to issue that permit?

Public Works Director Matt Scrivner said from his measurements, it appeared to be off the County ROW and he offered to meet with Mr. Patterson to view the fence.

Mr. Patterson said the temporary fence was attached to a gate on his property, making that part of it outside the County ROW. He also said while the County has a maintenance agreement on the road, the Forest Service actually owns the 21 Road.

Commissioner Doherty offered the following: I get nervous when County Counsel isn't in attendance to offer guidance but I think it's safe to say Mr. Patterson has a barrister on tap working his side of the equation so I don't want to go on at length for something that might come back; it's important to bare that in mind. I've learned more about the 21 Road than I ever wanted to and it's quite interesting. I'm moving forward with the assumption it's our ROW but the more I look at it, the more gray area there is. Short of someone in a black robe saying this is construction in the ROW...this ultimately will come down to the definition of that. We have one assumption, maybe Mr. Patterson has another. One challenge as we move forward, this road and Sunflower Flat Road and others, are similar...we talk about keeping livestock off the road. The Road Master has the ability to say we don't want livestock on the road but one of the detriments if the County doesn't want them on the road, is the County has the privilege of building that fence and maintaining it. Another struggle, I revisited the minutes when former Public Works Director, Burke O'Brien was still here, we discussed whether the County will maintain this road and Burke said he hated to over-extend the County but taking on the 21 Road opened up the ability to get federal funds and make it a really nice road for everyone, as opposed to the Forest Service grading it once a year, maybe. I was the one who made that motion, Commissioner Lindsay asked within the motion about walking this back if it didn't work or if we were putting more manpower into this road when the Road Crew should be elsewhere. Since that day, I've heard from multiple people and none of their comments have been positive about the County

having done this. For me, if we wind up in this angst and discussion then I don't know why we'd want to continue this way and next week we could make a motion to direct staff to let the Forest Service know it's going back. This doesn't alleviate any of Mr. Mahoney's cattle guard issues or Mr. Patterson's ROW issue or his issues with his neighbors, but it eliminates the County being in the middle of it. You'd then all have the same struggles but they'd be with the Forest Service. I'm weighting it pretty hard...having never heard anything positive with what we've done here, I don't know what my motivation is to move forward in the fashion we are. I'm inclined to walk back our motion instead of winding up in a court case to get to the bottom of it, or in a court case with the Forest Service to get to the bottom of it. The Surveyor, Matt Kenny, has spent more time on this in the last two week to get to the core of everything. He sent 11 attachments to me on this. This isn't a normal County road and it's leading to more gray areas and questions, quite frankly. There are a lot of moving parts.

Mr. Patterson said he appreciated Commissioner Doherty's comments and the fact he was looking into this. He said he was willing to accept the outcome, whatever it was. However, because of this gray area, the County should be very cautious about the permits it issues and things it does, and look further down the road and how it impacts every landowner. This temporary fence impacted him very negatively and changed his plans for things he had in the works, he said.

Commissioner Doherty asked him how this gets resolved without going to court.

Mr. Patterson said to come talk to him. We as a community and the County can come to a resolve on this by involving the County and the landowners to determine an agreement or a future going ahead and avoid going to court. If it comes down to that, maybe it's what is has to be. He said he thought there could be a win-win for everybody on this. He added he appreciated the County and the way it grades the road and keeps up the ditches. He said only an idiot wouldn't appreciate that, but there were some things that go on that people question why the County does that. He said he'd be willing to meet with any group the County wanted and talk about things going forward with this.

Commissioner Doherty said it sounded like Mr. Patterson and Mr. Scrivner were started down that path. We'll keep going and Commissioner Doherty said he'd keep peeling away at the multiple layers of this situation.

Open Agenda

Chair Russell said the contractor working on the Morrow County Government Center Building in Irrigon needed a decision on the naming of the conference rooms, so he would add this discussion as the last Business Item.

Consent Calendar

Chair Russell moved to approve the following items in the Consent Calendar:

- 1. Accounts Payable & Payroll Payables*
- 2. Contract with Helion Software, Inc., for Assessment and Taxation Computer Software Services; effective July 1, 2021 to June 30, 2022; not-to-exceed amount to contractor is \$52,892; and authorize Chair Russell to sign on behalf of the County*

3. *Amendment #1 to Department of Revenue Intergovernmental Services Agreement #DOR-136-20, Map Maintenance and Related Activities; increasing Estimated DOR Staff Hours from 330 to 380 and from \$19,800 to \$22,800*
Commissioner Doherty seconded. Unanimous approval.

Legislative Updates

Chair Russell said there was a new attempt to change the voting in Oregon to allow a ballot to be mailed up until the deadline. He said this was problematic for county clerk offices and the people responsible for counting ballots.

Business Items

Department of Administrative Services Grant Agreement #2625, CARES Recovery Fund Grant, Vaccine

Kate Knop, Finance Director

Ms. Knop explained the County could receive up to \$164,052.50 in additional Coronavirus Relief Funds (CRF) but further discussion was needed on where the funds will be received and appropriated. She outlined the specific details of the grant and the reporting requirements.

Commissioner Doherty moved to approve DAS Grant Agreement #2625 and authorize Chair Russell to sign on behalf of the County. Chair Russell seconded. Discussion: Commissioner Doherty said last week Commissioner Lindsay asked about the breakdown of previous CARES dollars and wanted the funds used and not sent back. Was this something different, he asked. Administrator Darrell Green said this was separate. The other money was funding the Health Department was spending relative to COVID, this is incentive to get people vaccinated and improve vaccination rates. Unanimous approval.

Bombing Range Road Overlay Project

Matt Scrivner, Public Works Director

The project will make repairs to Bombing Range Road for approximately five miles from I-84 to the entrance of the Naval Weapons Systems Training Facility Boardman. Four bids were received and reviewed with Anderson Perry & Associates, he said.

Commissioner Doherty moved to approve Granite Construction award in the amount of \$1,305,009.60. Chair Russell seconded. Unanimous approval.

Energy Facility Siting Council (EFSC) Comment Letter, Boardman Solar Energy Facility, Request for Amendment 1

Tamra Mabbott, Planning Director

Ms. Mabbott said EFSC previously approved the Boardman Solar project in the northwest portion of the County but the developer has asked for an extension to the permit. The Board of Commissioners acts as a Special Advisory Group appointed by EFSC, she said. This was a standard letter that states the County does not disagree with the request to extend the permit.

Commissioner Doherty asked if the developer approached the County about a tax abatement program; Ms. Mabbott replied, not to her knowledge. Discussion.

Commissioner Doherty moved to approve the comment letter to EFSC. Chair Russell seconded. Unanimous approval.

Building Project Updates

- Sheriff Station 2 Building – concrete complete, except for a few small pads. Structural framing completed and interior work is ongoing; plumbing rough-in completed. There are some problems getting materials but the project should still be done by the end of July.
- Morrow County Government Center Building – getting into more decisions on the design details now. The move out/move in project needs to get finalized. Meetings will take place with the electrical contractor and others about the audio/visual capabilities in the courtroom and large conference room.

Naming of Conference Rooms in the Morrow County Government Center Building

Commissioner Doherty moved to allow Chair Russell, Mr. Green and their team to work with the contractor and move forward with naming the conference rooms. Chair Russell seconded. Discussion: Chair Russell said this gives flexibility to name some rooms now and another later. Unanimous approval.

Correspondence – None

Commissioner Reports

Reports of activity were provided by Chair Russell and Commissioner Doherty.

Signing of documents

Adjourned: 11:05 a.m.



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

(For BOC Use)
Item #
4C

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

Presenter at BOC: Katie Imes
Department: The Loop
Short Title of Agenda Item:
(No acronyms please)

Date submitted to reviewers: June 15th, 2021
Requested Agenda Date: July 14th, 2021

Oregon Department of Transportation Agreement #34958

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 checked="" 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: **Oregon Department of Transportation - Public Transportation Division**

Contractor/Entity Address: **355 Capitol St. NE Salem, Or. 97301-3871**

Effective Dates – From: **July 1st, 2021**

Through: **June 30th, 2023**

Total Contract Amount: **\$135,400**

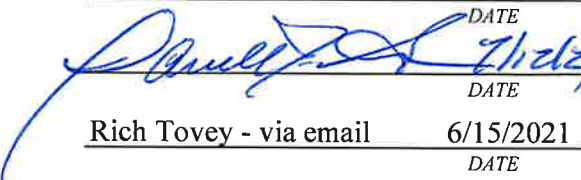
Budget Line: **216-320-3-30-3142**

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

Reviewed By:

DATE Department Director

Required for all BOC meetings


DATE Administrator

Required for all BOC meetings

Rich Tovey - via email 6/15/2021
DATE County Counsel

*Required for all legal documents

Kate Knop- via email 7/8/2021
DATE Finance Office

*Required for all contracts; other items as appropriate.

DATE Human Resources

*If appropriate

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

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

AGENDA ITEM COVER SHEET

Morrow County Board of Commissioners

(Page 2 of 2)

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

Project Title: STF Morrow County 34958 - Operating

This Agreement provides financial support for special transportation services benefiting seniors and individuals with disabilities. The agreement provides \$135,400 for the 2021-2023 biennium. These funds help to support the Loop's operating expenses which include but are not limited to: maintenance and expansion of existing transportation programs; creation of new programs and services; planning and development for improved access to transportation; capital purchases; and as matching funds for state and federal programs also providing transportation services to seniors and individuals with disabilities.

This will be the last biennium of funding from the Special Transportation Fund (STF). The Oregon Department of Transportation is in the process of consolidating the STF program with the Statewide Transportation Improvement Fund program (STIF). See attached timeline.

2. FISCAL IMPACT:

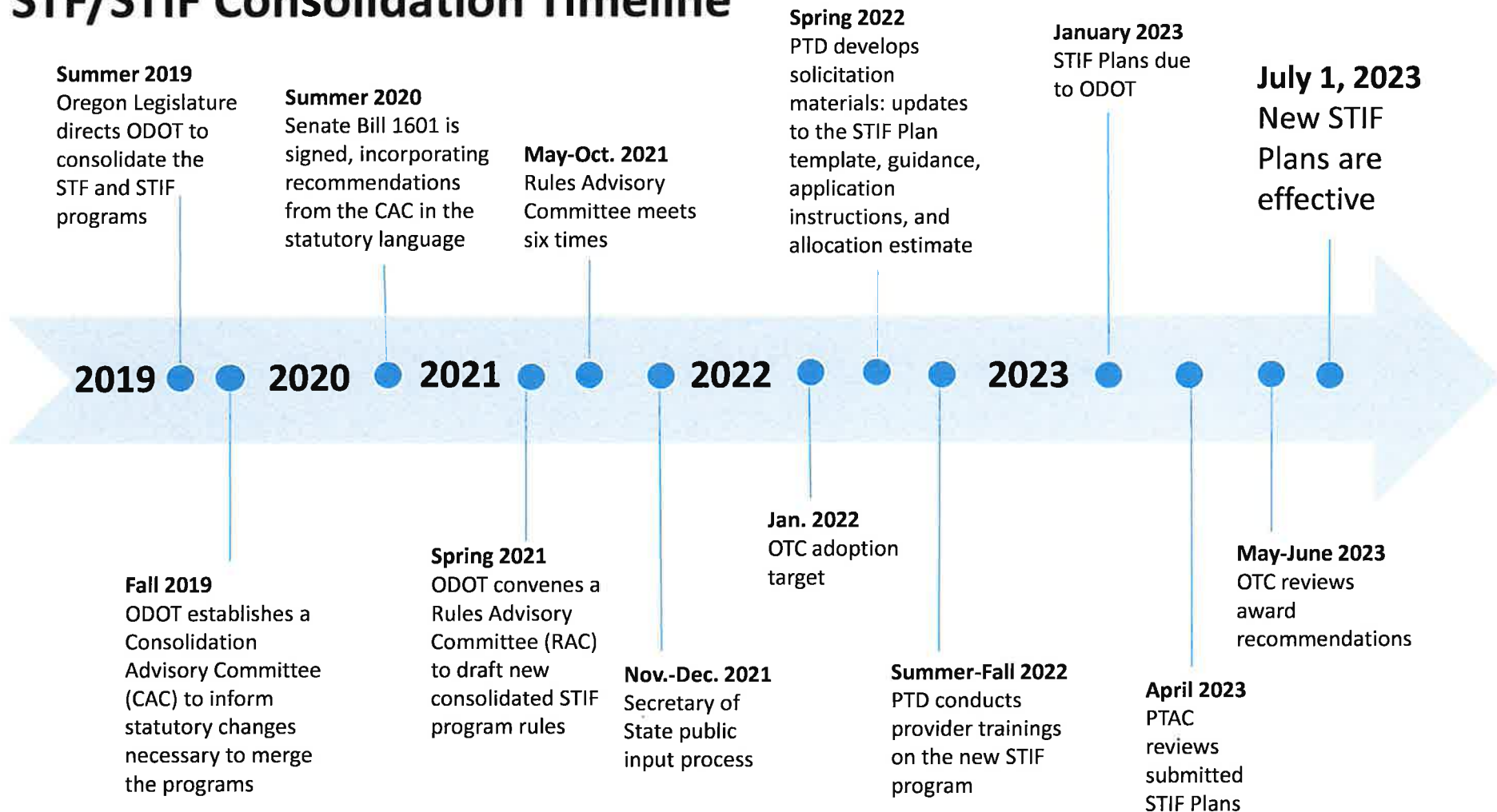
\$135,400 to fund #216 - STF Fund Budget for the 2021-2023 biennium.

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

Motion to sign agreement 34958 with Oregon Department of Transportation - Public Transportation Division.

☒ Attach additional background documentation as needed.

STF/STIF Consolidation Timeline



PUBLIC TRANSPORTATION DIVISION
OREGON DEPARTMENT OF TRANSPORTATION

This Agreement is made and entered into by and between the **State of Oregon**, acting by and through its Department of Transportation, Public Transportation Division, hereinafter referred to as "State," and **Morrow County**, hereinafter referred to as "Recipient," and collectively referred to as the "Parties." Recipient is an "STF Agency" as that term is defined in OAR 732-005-0010.

AGREEMENT

1. **Effective Date.** This Agreement shall become effective on the later of **July 1, 2021** 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 eligible project costs incurred on or before **June 30, 2023** (the "Expiration Date"). No grant funds are available for expenditures incurred after the Expiration Date. State's obligation to disburse funds under this Agreement shall end as provided in Section 6.a. of this Agreement.
2. **Agreement Documents.** This Agreement consists of this document and the following documents, all of which are attached hereto and incorporated herein by reference:

Exhibit A: Project Description and Budget

Exhibit B: Financial Information

Exhibit C: Subagreement Insurance Requirements and Recipient Insurance Requirements

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

3. **Project Cost; Grant Funds.** State shall provide Recipient grant funds in an amount not to exceed **\$135,400.00** (the "Grant Funds"). Recipient acknowledges and agrees that State may change the amount of funds available under this Agreement, based on availability of funds and other factors as determined by State, upon notification to Recipient in accordance with Section 11.g of this Agreement. State and Recipient agree that in no event shall the amount State provides to Recipient be less than the Minimum Allocation determined as provided in OAR 732-010-0010. Recipient will be responsible for all Project costs not covered by the Grant Funds.
4. **Project.** The Grant Funds shall be used solely for the project described in Exhibit A (the "Project") and shall not be used for any other purpose. No Grant Funds will be disbursed for any changes to the Project unless such changes are approved by State by amendment pursuant to Section 11.d hereof.
5. **Progress Reports.** Recipient shall submit quarterly progress reports to State no later than 45 days after the close of each quarterly reporting period. Reporting periods are July through September, October through December, January through March, and April through June. Reports must be in a format acceptable to State and must be entered into the Oregon Public Transit Information System (OPTIS), which may be accessed at <https://www.oregon.gov/odot/RPTD/Pages/index.aspx>. If Recipient is unable to access OPTIS, reports must be sent to ODOTPTDReporting@odot.state.or.us. Reports shall include a statement of revenues and expenditures for each quarter, including documentation of local match contributions and expenditures. State reserves the right to request such additional information as may be necessary to comply with federal or state reporting requirements.
6. **Disbursement and Recovery of Funds.**
 - a. **Disbursement Generally.** State shall make quarterly installment payments to Recipient within 30 days of the beginning of each calendar quarter described in Section 5. State shall determine the amount of each quarterly payment based on the funds stated in Section 3 divided by the number of calendar quarters for which payments are scheduled

to be made, with any adjustments as may be determined by State if funds are adjusted as provided in Section 3.

- b. **Conditions Precedent to Disbursement.** State's obligation to disburse funds to Recipient is subject to satisfaction, with respect to each disbursement, of each of the following conditions precedent:
 - i. State has received funding, appropriations, limitations, allotments or other expenditure authority sufficient to allow State, in the exercise of its reasonable administrative discretion, to make the disbursement.
 - ii. Recipient is in compliance with the terms of this Agreement.
 - iii. Recipient's representations and warranties set forth in Section 7 hereof are true and correct on the date of disbursement with the same effect as though made on the date of disbursement.
 - iv. Recipient has provided to State a request for reimbursement using a format that is acceptable to and approved by State. Recipient must submit its final request for reimbursement following completion of the Project and no later than 60 days after the Expiration Date. Failure to submit the final request for reimbursement within 60 days after the Expiration Date could result in non-payment.
 - v. Any audit findings relating to Recipient's use of funds under this Agreement or any other agreement with State have been resolved.
 - c. **Recovery of Funds**
 - i. Recovery of Misexpended Funds or Nonexpended Funds. Any funds disbursed to Recipient under this Agreement that are either (i) disbursed but unexpended as of the Expiration Date ("Unexpended Funds") or (ii) expended in violation or contravention of one or more of the provisions of this Agreement ("Misexpended Funds") must be returned to State. Recipient shall return all Misexpended Funds to State no later than 15 days after State's written demand. Recipient shall return all Unexpended Funds to State within 15 days after the earlier of expiration or termination of this Agreement.
 - ii. Recovery of Funds upon Termination. If this Agreement is terminated under either Section 10(a)(i) or Section 10(a)(v) below, Recipient shall return to State all funds disbursed to Recipient within 15 days after State's written demand for the same.
7. **Representations and Warranties of Recipient.** Recipient represents and warrants to State as follows:
- a. **Organization and Authority.** Recipient is duly organized and validly existing under the laws of the State of Oregon and is eligible to receive the funds. Recipient has full power, authority, and legal right to make this Agreement and to incur and perform its obligations hereunder, and the making and performance by Recipient of this Agreement (1) have been duly authorized by all necessary action of Recipient and (2) do not and will not violate any provision of any applicable law, rule, regulation, or order of any court, regulatory commission, board, or other administrative agency or any provision of Recipient's Articles of Incorporation or Bylaws, if applicable, (3) do not and will not result in the breach of, or constitute a default or require any consent under any other agreement or instrument to which Recipient is a party or by which Recipient or any of its properties may be bound or affected. No authorization, consent, license, approval of, filing or registration with or notification to any governmental body or regulatory or supervisory authority is required for the execution, delivery or performance by Recipient of this Agreement.
 - b. **Binding Obligation.** This Agreement has been duly executed and delivered by Recipient and constitutes a legal, valid and binding obligation of Recipient, enforceable in accordance with its terms subject to the laws of bankruptcy, insolvency, or other similar laws affecting the enforcement of creditors' rights generally.
 - c. **No Solicitation.** Recipient's officers, employees, and agents shall neither solicit nor accept gratuities, favors, or any item of monetary value from contractors, potential

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

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

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

8. Records Maintenance and Access; Audit.

- a. **Records, Access to Records and Facilities.** Recipient shall make and retain proper and complete books of record and account and maintain all fiscal records related to this Agreement and the Project in accordance with all applicable generally accepted accounting principles, generally accepted governmental auditing standards and state minimum standards for audits of municipal corporations. Recipient shall require that each of its subrecipients and subcontractors complies with these requirements. State, the Secretary of State of the State of Oregon (Secretary), the United States Department of Transportation (USDOT), the Federal Transit Administration (FTA) and their duly authorized representatives shall have access to the books, documents, papers and records of Recipient that are directly related to this Agreement, the funds provided hereunder, or the Project for the purpose of making audits and examinations. In addition, State, the Secretary, USDOT, FTA and their duly authorized representatives may make and retain excerpts, copies, and transcriptions of the foregoing books, documents, papers, and records. Recipient shall permit authorized representatives of State, the Secretary, USDOT and FTA to perform site reviews of the Project, and to inspect all vehicles, real property, facilities and equipment purchased by Recipient as part of the Project, and any transportation services rendered by Recipient.
- b. **Retention of Records.** Recipient shall retain and keep accessible all books, documents, papers, and records that are directly related to this Agreement, including, without limitation, records relating to capital assets funded by this Agreement, the funds or the Project for a minimum of six (6) years, or such longer period as may be required by other provisions of this Agreement or applicable law, following the Expiration Date. If there are unresolved audit questions at the end of the six-year period, Recipient shall retain the records until the questions are resolved.
- c. **Expenditure Records.** Recipient shall document the expenditure of all funds disbursed by State under this Agreement. Recipient shall create and maintain all expenditure records in accordance with generally accepted accounting principles and in sufficient detail to permit State to verify how the funds were expended.
- d. **Audit Requirements.**
 - i. Recipient shall, at Recipient's own expense, submit to State, Public Transportation Division, 555 13th Street NE, Suite 3, Salem, Oregon, 97301-4179 or to ODOTPTDreporting@odot.state.or.us, a copy of, or electronic link to, any annual audit covering the funds expended under this Agreement by Recipient or a party to any subagreement with Recipient, as well as the annual audit of any subrecipient(s), contractor(s), or subcontractor(s) of Recipient responsible for the financial management of funds received under this Agreement.
 - ii. Recipient shall save, protect and hold harmless State from the cost of any audits or special investigations performed by the Secretary with respect to the funds expended under this Agreement. Recipient acknowledges and agrees that any audit costs incurred by Recipient as a result of allegations of fraud, waste or abuse are ineligible for reimbursement under this or any other agreement between Recipient and State.

This section 8 shall survive any expiration or termination of this Agreement.

9. **Recipient Subagreements and Procurements**

a. **Subagreements.** Recipient may enter into agreements with sub-recipients, contractors or subcontractors (collectively, "subagreements") for performance of the Project.

- i. All subagreements must be in writing executed by Recipient and must incorporate and pass through all of the applicable requirements of this Agreement to the other party or parties to the subagreement(s). Use of a subagreement does not relieve Recipient of its responsibilities under this Agreement.
- ii. Recipient shall require all of its contractors performing work under this Agreement to name State as a third-party beneficiary of Recipient's subagreement with the contractor and to name State as an additional or "dual" obligee on contractors' payment and performance bonds.
- iii. Recipient shall provide State with a copy of any signed subagreement, as well as any other purchasing or contracting documentation, upon request by State. This Paragraph 9.a.iii. shall survive expiration or termination of this Agreement.
- iv. Recipient must report to State any material breach of a term or condition of a subagreement within ten (10) days of Recipient discovering the breach.

b. **Subagreement Indemnity; Insurance.**

- i. **Recipient's subagreement(s) shall require the other party to such subagreements(s) that is not a unit of local government as defined in ORS 190.003, if any, to indemnify, defend, save and hold harmless State and its officers, employees and agents from and against any and all claims, actions, liabilities, damages, losses, or expenses, including attorneys' fees, arising from a tort, as now or hereafter defined in ORS 30.260, caused, or alleged to be caused, in whole or in part, by the negligent or willful acts or omissions of the other party to Recipient's subagreement or any of such party's officers, agents, employees or subcontractors ("Claims"). It is the specific intention of the Parties that the State shall, in all instances, except for Claims arising solely from the negligent or willful acts or omissions of the State, be indemnified by the other party to Recipient's subagreement(s) from and against any and all Claims.**
 - ii. Any such indemnification shall also provide that neither Recipient's subrecipient(s), contractor(s) nor subcontractor(s) (collectively "Subrecipients"), nor any attorney engaged by Recipient's Subrecipient(s), shall defend any claim in the name of the State or any agency of the State of Oregon, nor purport to act as legal representative of the State of Oregon or any of its agencies, without the prior written consent of the Oregon Attorney General. The State may, at any time at its election, assume its own defense and settlement in the event that it determines that Recipient's Subrecipient is prohibited from defending State or that Recipient's Subrecipient is not adequately defending State's interests, or that an important governmental principle is at issue or that it is in the best interests of State to do so. State reserves all rights to pursue claims it may have against Recipient's Subrecipient if State elects to assume its own defense.
 - iii. Recipient shall require the other party, or parties, to each of its subagreements that are not units of local government as defined in ORS 190.003 to obtain and maintain insurance of the types and in the amounts provided in Exhibit C to this Agreement. Recipient may specify insurance requirements of its contractor(s) above the minimum insurance requirements specified in Exhibit C. Recipient shall verify its contractor(s) meet the insurance requirements in Exhibit C.
- c. **Procurements.** Recipient shall make purchases of any equipment, materials, or services for the Project under procedures that comply with Oregon law, as applicable, including all applicable provisions of the Oregon Public Contracting Code and rules.
- i. All applicable clauses required by federal statute, executive orders and their implementing regulations are included in each competitive procurement;

- ii. All procurement transactions are conducted in a manner providing full and open competition.
- d. **Conflicts of Interest.** Recipient's public officials shall comply with Oregon's government ethics laws, ORS 244.010 et seq., as those laws may be subsequently amended.

10. Termination

- a. **Termination by State.** State may terminate this Agreement effective upon delivery of written notice of termination to Recipient, or at such later date as may be established by State in such written notice, if:
 - i. Recipient fails to perform the Project within the time specified herein or any extension thereof or commencement, continuation or timely completion of the Project by Recipient is, for any reason, rendered improbable, impossible, or illegal; or
 - ii. State fails to receive funding, appropriations, limitations or other expenditure authority sufficient to allow State, in the exercise of its reasonable administrative discretion, to continue to make payments for performance of this Agreement; or
 - iii. Federal or state laws, rules, regulations or guidelines are modified or interpreted in such a way that the Project is no longer allowable or no longer eligible for funding under this Agreement; or
 - iv. The Project would not produce results commensurate with the further expenditure of funds; or
 - v. Recipient takes any action pertaining to this Agreement without the approval of State and which under the provisions of this Agreement would have required the approval of State.
- b. **Termination by Recipient.** Recipient may terminate this Agreement effective upon delivery of written notice of termination to State, or at such later date as may be established by Recipient in such written notice:
 - i. Upon notification to State of its desire to withdraw from eligibility to receive the funds and providing to State a reason acceptable to State for the withdrawal; or
 - ii. If federal or state laws, rules, regulations or guidelines are modified or interpreted in such a way that the Project is no longer allowable or no longer eligible for funding under this Agreement.
- c. **Termination by Either Party.** Either Party may terminate this Agreement upon at least ten days' notice to the other Party and failure of the other Party to cure within the period provided in the notice, if the other Party fails to comply with any of the terms of this Agreement.

11. General Provisions

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

With respect to a Third Party Claim for which State is jointly liable with Recipient (or would be if joined in the Third Party Claim), State shall contribute to the amount of expenses (including attorneys' fees), judgments, fines and amounts paid in settlement actually and reasonably incurred and paid or payable by Recipient in such proportion as is appropriate to reflect the relative fault of the State on the one hand and of the Recipient on the other hand in connection with the events which resulted in such expenses, judgments, fines or

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

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

b. Liability of Recipient; Indemnification.

- i. **Recipient shall defend, save, hold harmless, and indemnify the State, the Oregon Transportation Commission, ODOT, and its officers, employees and agents from and against all claims, suits, actions, proceedings, losses, damages, liabilities, awards and costs of every kind and description (collectively, "Claim") which may be brought or made against State by a third party arising out of or related to any personal injury, death or property damage caused by any alleged act, omission, error, fault, mistake or negligence of Recipient or its officers, employees or agents arising out of or related to this Agreement. Recipient's obligation under this Section shall not extend to any claim primarily caused by the negligent or willful misconduct of State.**
- ii. **Any such indemnification shall also provide that neither Recipient, nor any attorney engaged by Recipient, shall defend any claim in the name of the State or any agency of the State of Oregon, nor purport to act as legal representative of the State of Oregon or any of its agencies, without the prior written consent of the Oregon Attorney General. The State may, at any time at its election, assume its own defense and settlement in the event that it determines that Recipient is prohibited from defending State or that Recipient is not adequately defending State's interests, or that an important governmental principle is at issue or that it is in the best interests of State to do so. State reserves all rights to pursue claims it may have against Recipient if State elects to assume its own defense.**
- iii. Sections 11.b.i. and 11.b.ii shall survive termination of this Agreement.
- c. **Insurance.** Recipient shall meet the insurance requirements within Exhibit C.
- d. **Amendments.** This Agreement may be amended or extended only by a written instrument signed by both Parties and approved as required by applicable law.
- e. **Duplicate Payment.** Recipient is not entitled to compensation or any other form of duplicate, overlapping or multiple payments for the same work performed under this Agreement from any agency of the State of Oregon or the United States of America or any other party, organization or individual.
- f. **No Third-Party Beneficiaries.** State and Recipient are the only Parties to this Agreement and are the only Parties entitled to enforce its terms. Nothing in this Agreement gives, is intended to give, or shall be construed to give or provide any benefit

or right, whether directly or indirectly, to a third person unless such a third person is individually identified by name herein and expressly described as an intended beneficiary of the terms of this Agreement.

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

- g. **Notices.** Except as otherwise expressly provided in this Agreement, any communications between the Parties hereto or notices to be given hereunder shall be given in writing by personal delivery, facsimile, email, or mailing the same, postage prepaid, to Recipient Contact or State Contact at the address or number set forth on the signature page of this Agreement, or to such other addresses or numbers as either Party may hereafter indicate pursuant to this Section 11.g. Any communication or notice personally delivered shall be deemed to be given when actually delivered. Any communication or notice delivered by facsimile shall be deemed to be given when receipt of the transmission is generated by the transmitting machine, and to be effective against State, such facsimile transmission must be confirmed by telephone notice to State Contact. Any communication by email shall be deemed to be given when the recipient of the email acknowledges receipt of the email. Any communication or notice mailed shall be deemed to be given when received.
- h. **Governing Law, Consent to Jurisdiction.** This Agreement shall be governed by and construed in accordance with the laws of the State of Oregon without regard to principles of conflicts of law. Any claim, action, suit or proceeding (collectively, "Claim") between State (or any other agency or department of the State of Oregon) and Recipient that arises from or relates to this Agreement shall be brought and conducted solely and exclusively within the Circuit Court of Marion County in the State of Oregon. In no event shall this section be construed as a waiver by the State of Oregon of any form of defense or immunity, whether sovereign immunity, governmental immunity, immunity based on the eleventh amendment to the Constitution of the United States or otherwise, from any Claim or from the jurisdiction of any court. EACH PARTY HEREBY CONSENTS TO THE EXCLUSIVE JURISDICTION OF SUCH COURT, WAIVES ANY OBJECTION TO VENUE, AND WAIVES ANY CLAIM THAT SUCH FORUM IS AN INCONVENIENT FORUM.
- i. **Compliance with Law.** Recipient shall comply with all federal, state and local laws, regulations, executive orders and ordinances applicable to the Agreement or to the implementation of the Project, as applicable to Recipient. Without limiting the generality of the foregoing, Recipient expressly agrees to comply with (i) Title VI of Civil Rights Act of 1964; (ii) Title V and Section 504 of the Rehabilitation Act of 1973; (iii) the Americans with Disabilities Act of 1990 and ORS 659A.142; (iv) all regulations and administrative rules established pursuant to the foregoing laws; and (v) all other applicable requirements of federal and state civil rights and rehabilitation statutes, rules and regulations.
- j. **Dispute Resolution.** The Parties shall attempt in good faith to resolve any dispute arising out of this Agreement. In addition, the Parties may agree to utilize a jointly selected mediator or arbitrator (for non-binding arbitration) to resolve the dispute short of litigation.
- k. **Independent Contractor.** Recipient shall perform the Project as an independent contractor and not as an agent or employee of State. Recipient has no right or authority to incur or create any obligation for or legally bind State in any way. State cannot and will not control the means or manner by which Recipient performs the Project, except as specifically set forth in this Agreement. Recipient is responsible for determining the appropriate means and manner of performing the Project. Recipient acknowledges and agrees that Recipient is not an "officer", "employee", or "agent" of State, as those terms are used in ORS 30.265, and shall not make representations to third parties to the contrary.
- l. **Severability.** If any term or provision of this Agreement is declared by a court of competent jurisdiction to be illegal or in conflict with any law, the validity of the remaining terms and provisions shall not be affected, and the rights and obligations of the Parties

shall be construed and enforced as if this Agreement did not contain the particular term or provision held to be invalid.

- m. **Counterparts.** This Agreement may be executed in two or more counterparts (by facsimile or otherwise), each of which is an original and all of which together are deemed one agreement binding on all Parties, notwithstanding that all Parties are not signatories to the same counterpart.
- n. **Integration and Waiver.** This Agreement, including all Exhibits, constitutes the entire agreement between the Parties on the subject matter hereof. There are no understandings, agreements, or representations, oral or written, not specified herein regarding this Agreement. The delay or failure of either Party to enforce any provision of this Agreement shall not constitute a waiver by that Party of that or any other provision. Recipient, by the signature below of its authorized representative, hereby acknowledges that it has read this Agreement, understands it, and agrees to be bound by its terms and conditions.
- o. **Survival.** The following provisions survive termination of this Agreement: Sections 6.c., 8 and 11.

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

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

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

SIGNATURE PAGE TO FOLLOW

Morrow County, by and through its

By _____

(Legally designated representative)

Name Don Russell, Chair

(printed)

Date July 14, 2021

By _____

Name Jim Doherty, Commissioner

(printed)

Date July 14, 2021

By _____

Name Melissa Lindsay, Commissioner

(printed)

Date July 14, 2021

APPROVED AS TO LEGAL SUFFICIENCY

(If required in local process)

By _____

Recipient's Legal Counsel

Date July 14, 2021

Recipient Contact:

Katie Imes
PO Box 495
Heppner, OR 97836
1 (541) 676-5667
kimes@co.morrow.or.us

State Contact:

Arla Miller
555 13th Street NE
Salem, OR 97301-4179
1 (503) 949-5415
Arla.MILLER@odot.state.or.us

State of Oregon, by and through its
Department of Transportation

By _____

Karyn Criswell

Public Transportation Division Administrator

Date _____

APPROVAL RECOMMENDED

By Arla Miller

Date 06/11/2021

APPROVED AS TO LEGAL SUFFICIENCY

(For funding over \$150,000)

N/A

Signed Agreement Return Address: ODOTPTDReporting@odot.state.or.us

EXHIBIT A
Project Description and Budget

Project Description/Statement of Work

Project Title: STF Morrow County 34958 <i>Operating</i>				
Item #1: Operating				
	Total	Grant Amount	Local Match	Match Type(s)
	\$135,400.00	\$135,400.00	\$0.00	
Sub Total	\$135,400.00	\$135,400.00	\$0.00	
Grand Total	\$135,400.00	\$135,400.00	\$0.00	

1. PROJECT DESCRIPTION

This Agreement provides financial support for special transportation services benefitting seniors and individuals with disabilities.

2. PROJECT DELIVERABLES

Funding may be used for project types that benefit transportation for seniors and people experiencing disabilities including, but not limited to: maintenance and expansion of existing transportation programs; creation of new programs and services; planning and development for improved access to transportation; capital purchases; and as matching funds for state and federal programs also providing transportation and services to seniors and individuals with disabilities.

Recipient may distribute Special Transportation Fund (STF) funds to eligible subrecipients and projects. Additional projects or subrecipients require an amended application approved by State.

Recipient shall include any equipment purchase valued at \$50,000 or more, any transit vehicle acquired, and any transit facility constructed subject to this Agreement in Recipient's Agency Periodic Report and Transit Asset Management reporting to State.

3. PROJECT ACCOUNTING

Recipient retains authority over costs and allocations of STF dollars within the guidelines established by Oregon Revised Statutes (ORS) 391.800 through 391.830 and Oregon Administrative Rules (OAR) Chapter 732.

Recipient will receive and disburse STF funds from a separate governmental account. Any interest accrued from the account must be added to the funds and reported to State.

Generally accepted accounting principles and Recipient's accounting system determine those costs that are to be accounted for as gross operating expenses. Recipient may not count the same costs twice if they have multiple agreements for which these costs may be eligible. Matching grant funds do not constitute claiming the same cost twice. The service provider may use capital equipment funded under USDOT- or State-source agreements when performing services rendered through a contract or sub-agreement funded by this Agreement. Depreciation of capital equipment funded from USDOT- or State-source grants is not an eligible expense.

EXHIBIT B
FINANCIAL INFORMATION

This Agreement is financed by the funding source indicated below:

State Program STF: ORS 391.800 through ORS 391.830 and OAR Chapter 732, Divisions 5, 10, and 30 And/Or STIF: ORS 184.758 through ORS 184.766 and OAR Chapter 732, Divisions 040, 042, and 044.	State Funding Agency Oregon Department of Transportation 355 Capitol St. N.E. Salem, OR 97301-3871		Total State Funding \$135,400.00
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Administered By Public Transportation Division 555 13th Street NE Salem, OR 97301-4179
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EXHIBIT C

Insurance Requirements

Subagreement Insurance Requirements

GENERAL.

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

TYPES AND AMOUNTS.

WORKERS COMPENSATION.

All employers, including Contractor, that employ subject workers, as defined in ORS 656.027, shall comply with ORS 656.017 and shall provide **Workers' Compensation Insurance** coverage for those workers, unless they meet the requirement for an exemption under ORS 656.126(2). The coverage shall include Employer's Liability Insurance with limits not less than \$500,000 each accident. **Contractor shall require compliance with these requirements in each of its subcontractor contracts.**

COMMERCIAL GENERAL LIABILITY.

Commercial General Liability Insurance shall be issued on an occurrence basis covering bodily injury and property damage and shall include personal and advertising injury liability, products and completed operations, and contractual liability coverage. When work to be performed includes operations or activity within 50 feet of any railroad property, bridge, trestle, track, roadbed, tunnel, underpass or crossing, the Contractor shall provide the Contractual Liability - Railroads CG 24 17 endorsement, or equivalent, on the Commercial General Liability policy. Amounts below are a minimum requirement as determined by State:

Coverage shall be written on an occurrence basis in an amount of not less than **\$1,000,000** per occurrence. Annual aggregate limit shall not be less than **\$2,000,000**.

AUTOMOBILE LIABILITY.

Automobile Liability Insurance covering Contractor's business-related automobile use covering all owned, non-owned, or hired vehicles for bodily injury and property. Amount below is a minimum requirement as determined by State:

Coverage shall be written with a combined single limit of not less than **\$1,000,000**.

This coverage may be written in combination with the Commercial General Liability Insurance (with separate limits for Commercial General Liability and Automobile Liability).

EXCESS/UMBRELLA LIABILITY.

A combination of primary and Excess/Umbrella Liability Insurance may be used to meet the required

limits of insurance.

ADDITIONAL INSURED.

The liability insurance coverages, except Professional Liability or Workers' Compensation/ Employer's Liability, if included, must include the **"State of Oregon, the Oregon Transportation Commission and the Department of Transportation, and their respective officers, members, agents and employees"** as an **endorsed** Additional Insured but only with respect to the contractor's activities to be performed under the Subagreement. Coverage shall be primary and non-contributory with any other insurance and self-insurance.

Additional Insured Endorsements on the Commercial General Liability shall be written on ISO Form CG 20 10 07 04, or equivalent, with respect to liability arising out of ongoing operations and ISO Form CG 20 37 07 04, or equivalent, with respect to liability arising out of completed operations. Additional Insured Endorsements shall be submitted with the Certificate(s) of Insurance and must be acceptable to the Recipient.

"TAIL" COVERAGE.

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

NOTICE OF CANCELLATION OR CHANGE.

The contractor or its insurer must provide thirty (30) days' written notice to Recipient before cancellation of, material change to, potential exhaustion of aggregate limits of, or non-renewal of the required insurance coverage(s). **Recipient shall immediately notify State of any change in insurance coverage.**

CERTIFICATE(S) OF INSURANCE.

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

Recipient Insurance Requirements

GENERAL.

Recipient shall: i) obtain at the Recipient's expense the insurance specified under TYPES AND AMOUNTS and meeting the requirements under ADDITIONAL INSURED, "TAIL" COVERAGE, NOTICE OF CANCELLATION OR CHANGE, and CERTIFICATES OF INSURANCE before performance under this Agreement commences, and ii) maintain the insurance in full force and at its own expense throughout the duration of this Agreement. Recipient shall obtain the following insurance from insurance companies or entities that are authorized to transact the business of insurance and issue coverage in the State of Oregon and that are acceptable to State. Coverage shall be primary and non-contributory with any other insurance and self-insurance with the exception of Professional Liability and Workers' Compensation. Recipient shall pay for all deductibles, self-insurance retention and self-insurance, if any.

INSURANCE REQUIREMENT REVIEW.

Recipient agrees to periodic review of insurance requirements by State under this Agreement and to provide updated requirements as mutually agreed upon by Recipient and State.

TYPES AND AMOUNTS.

WORKERS COMPENSATION.

All employers, including Recipient, that employ subject workers, as defined in ORS 656.027, shall comply with ORS 656.017 and shall provide **Workers' Compensation Insurance** coverage for those workers, unless they meet the requirement for an exemption under ORS 656.126(2). The coverage shall include Employers liability insurance with coverage limits of not less than \$500,000 must be included.

COMMERCIAL GENERAL LIABILITY.

Commercial General Liability Insurance shall be issued on an occurrence basis covering bodily injury, death, and property damage and shall include personal and advertising injury liability, products and completed operations and contractual liability coverage. When work to be performed includes operations or activity within 50 feet of any railroad property, bridge, trestle, track, roadbed, tunnel, underpass or crossing, the Contractor shall provide the Contractual Liability - Railroads CG 24 17 endorsement, or equivalent, on the Commercial General Liability policy. Commercial General Liability Insurance shall not be less than the following amounts as determined by State:

Coverage shall be written on an occurrence basis in an amount of not less than **\$1,000,000** per occurrence. Annual aggregate limit shall not be less than **\$2,000,000**.

AUTOMOBILE LIABILITY.

Automobile Liability Insurance covering business-related automobile use on all owned, non-owned or hired vehicles for bodily injury and property. Automobile Liability Insurance shall not be less than the following amount as determined by State:

Coverage shall be written with a combined single limit of not less than **\$1,000,000**.

This coverage may be written in combination with the Commercial General Liability Insurance (with separate limits for Commercial General Liability and Automobile Liability).

EXCESS/UMBRELLA LIABILITY.

A combination of primary and Excess/Umbrella Liability Insurance may be used to meet the required limits of insurance.

ADDITIONAL INSURED.

The liability insurance coverages, except Professional Liability or Workers' Compensation/Employer's Liability, if included, must include the **"State of Oregon, the Oregon Transportation Commission and the Department of Transportation, and their respective officers, members, agents and employees"** as an **endorsed** Additional Insured but only with respect to the Recipient's activities to be performed under this Agreement. Coverage shall be primary and non-contributory with any other insurance and self-insurance.

Additional Insured Endorsements on the Commercial General Liability shall be written on ISO Form CG 20 10 07 04, or equivalent, with respect to liability arising out of ongoing operations and ISO Form CG 20 37 07 04, or equivalent, with respect to liability arising out of completed operations. Additional Insured Endorsements shall be submitted with the Certificate(s) of Insurance and must be acceptable to the Recipient.

"TAIL" COVERAGE.

If any of the required insurance policies is on a "claims made" basis, such as professional liability insurance, Recipient shall maintain either "tail" coverage or continuous "claims made" liability coverage, provided the effective date of the continuous "claims made" coverage is on or before the effective date of this Agreement, for a minimum of 24 months following the later of: (i) Recipient's completion and State's acceptance of all Services required under this Agreement or, (ii) the expiration of all warranty periods provided under this Agreement. Notwithstanding the foregoing 24-month requirement, if Recipient elects to maintain "tail" coverage and if the maximum

time period "tail" coverage reasonably available in the marketplace is less than the 24-month period described above, then Recipient may request and State may grant approval of the maximum "tail" coverage period reasonably available in the marketplace. If State approval is granted, Recipient shall maintain "tail" coverage for the maximum time period that "tail" coverage is reasonably available in the marketplace.

NOTICE OF CANCELLATION OR CHANGE.

Recipient or its insurer must provide 30 days' written notice to State before cancellation of, material change to, potential exhaustion of aggregate limits of, or non-renewal of the required insurance coverage(s).

CERTIFICATE(S) OF INSURANCE.

State shall obtain from Recipient a certificate(s) of insurance for all required insurance before the effective date of this Agreement. The certificate(s) or an attached endorsement must specify: i) all entities and individuals who are endorsed on the policy as Additional Insured and ii) for insurance on a "claims made" basis, the extended reporting period applicable to "tail" or continuous "claims made" coverage.

STATE ACCEPTANCE.

All insurance providers are subject to State acceptance. If requested by State, Recipient shall provide complete copies of insurance policies, endorsements, self-insurance documents and related insurance documents to State's representatives responsible for verification of the insurance coverages required under this **Exhibit C**.



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

(For BOC Use)
Item #
5a

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

Presenter at BOC: Darrell J Green

Department: Administration

Short Title of Agenda Item:

(No acronyms please)

Date submitted to reviewers:

Requested Agenda Date: 7/14/2021

Audio Visual Options for Morrow County Government Center Courtroom and Large Conference Room

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 checked="" type="checkbox"/> Discussion & Action |
| Estimated Time: | Estimated Time: 15 minutes |
| <input type="checkbox"/> Document Recording Required | <input type="checkbox"/> Purchase Pre-Authorization |
| <input type="checkbox"/> Contract/Agreement | <input type="checkbox"/> 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:

DATE Department Director

Required for all BOC meetings

Darrell J Green 7/12/2021
DATE Administrator

Required for all BOC meetings

DATE County Counsel

*Required for all legal documents

DATE Finance Office

*Required for all contracts; other items as appropriate.

DATE Human Resources

*If appropriate

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

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

AGENDA ITEM COVER SHEET

Morrow County Board of Commissioners

(Page 2 of 2)

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

The Board of Commissioners determined they would like a professional Audio Visual system in the courtroom of the new Morrow County Government Center building in Irrigon.

Fortis, CIDA, IMESD and Morrow County set up a meeting with Joe Melton, Territory Manager of Avidex. Avidex is the 5th largest Audio Visual design company in the world. At our meeting on July 8th, we discussed how to create a professional A/V system for the courtroom and large conference room.

Joe will be presenting options and recommendations of what Morrow County can do for Audio Visual in the courtroom and the large conference room of the Morrow County Government Center.

2. FISCAL IMPACT:

Estimated range- \$135,000 to \$205,000

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

Suggested action- Direction on what Audio Visual options you would like for the Morrow County Government Center courtroom and large conference room.

☒ Attach additional background documentation as needed.

Audio Visual Systems for the new Admin Building

Overview

This is a review of the audio-visual systems proposed for the courtroom 146 and conference room 015 in the new Morrow County Administration Building.

Goals and objectives

- Improve the audio-visual capability of these spaces to support local and web-based meetings
- The technology needs to be flexible enough to support multiple groups and room configurations
- Meet ADA assisted listening requirements
- Coordinate with the County and design team on construction related items

Issues and concerns

- Current Construction Schedule –
- Equipment Availability – This may impact
- Video Arraignment is not addressed at this time

Systems features and functions

Audio System

- Microphones for each commissioner, defense and prosecution positions and public presentation location
- Sound reinforcement of microphones, program audio and remote attendees to cover 3 discrete areas of the room, Dais, middle and gallery
- Audio integration for UC (Unified Communication) web based software like Zoom or Teams
- SIP (Session Initiation Protocol) integration into the phone systems for conference call based needs
- Meets the ADA assisted listening requirements

Video System

- (3) total AV system cameras to support several rooms configurations. One North facing for the Dais and (2) facing South for room coverage
- Video integration for UC (Unified Communication) web based software such as Zoom or Teams
- (4) total displays, (2) audience facing and (2) Dais facing
- (3) total AV input locations, (1) at the Dais, (1) on the East and West walls
- Integrated video routing to support any room configuration

Control System

- All of the AV room function will be managed through an integrated control system
- A customized touch screen for users to call up room presets or control basic functions such as source selection or volume.
- This also allows for remote support and management



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

(For BOC Use)
Item #
5b

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

Presenter at BOC: Eric Imes

Department: Public Works - Roads

Short Title of Agenda Item:

(No acronyms please)

Date submitted to reviewers: 7-8-21

Requested Agenda Date: 7-14-21

Purchase Pre-Authorization for a new Trail King 24' x 102" equipment trailer

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 checked="" type="checkbox"/> Discussion & Action |
| Estimated Time: | Estimated Time: 10 minutes |
| <input type="checkbox"/> Document Recording Required | <input checked="" type="checkbox"/> Purchase Pre-Authorization |
| <input type="checkbox"/> Contract/Agreement | <input type="checkbox"/> Other |

☐ N/A

Purchase Pre-Authorizations, Contracts & Agreements

Contractor/Entity: **Pape Machinery**

Contractor/Entity Address: **1925 E. James Street Pasco, Wa. 99301**

Effective Dates – From:

Through:

Total Contract Amount: **\$22,900**

Budget Line: **201-220-5-40-4401**

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

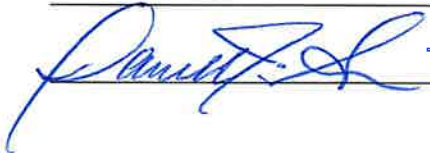
Reviewed By:

Matt Scrivner

7/8/2021

Department Director

Required for all BOC meetings



DATE

DATE

Administrator

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

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):

The Road Department is in need of adding a mid-sized equipment trailer to our fleet. We have two 10,000 lb trailers that do not fulfill our needs for hauling many pieces of equipment in size and weight. This purchase will allow the crew to perform more efficiently and will be much safer. One of the 10,000lb trailers will be surplus as part of our equipment replacement plan.

Matt received four quotes (see attached).

Pape Machinery: Trail King 24' x 102" Tilt Deck \$22,900 Lead Time 9.5 Weeks

Modern Machinery: Felling 25' x 102" Tilt Deck \$24,989.75 Lead Time 42 Weeks

Utility Truck Equipment: Towmaster 24' x 102" Tilt Deck \$22,723.80 Lead Time 40 to 42 Weeks

Monroe Towmaster: 24' x 102" Tilt Deck \$21,818.80 Lead Time 42 Weeks

I would like to purchase the Trail King from Pape Machinery. We have other Trail King trailers in the fleet and like the build. Also the trailer is built and ready for shipment. The other trailers are built upon order. The way this last year has gone, I'm not sure I trust the 42 week lead time.

This purchase is part of our equipment replacement plan with funds available in the Capital Outlay Equipment replacement fund and discussed at budget hearings.

2. FISCAL IMPACT:

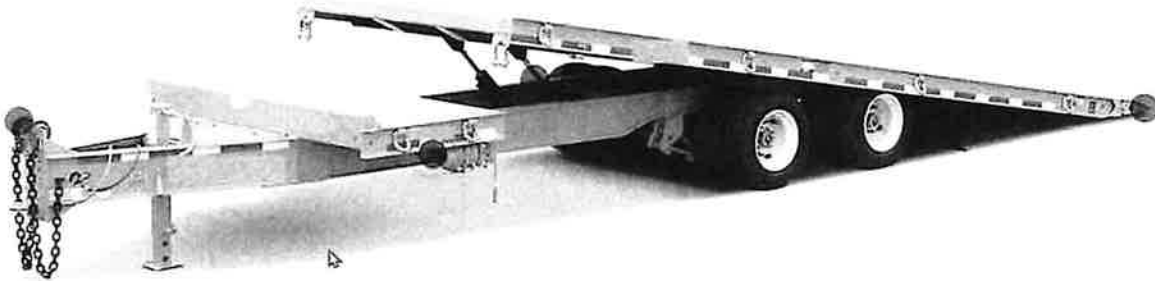
The purchase will pull from Capital Outlay Equipment Replacement expense budget 201-220-5-40-4401.

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

Motion to approve pre-purchase authorization of a new 24' x 102" tilt deck equipment trailer in the amount of \$22,900 from Pape Machinery.

☒ Attach additional background documentation as needed.

Morrow County Public Works is looking at getting quotes for an equipment trailer for hauling behind their Kenworth T370 dump trucks for moving skid steers, mini excavators, backhoes, brooms and rollers. We are looking for a 24,000# deck over the tire tilt trailer approximate length fixed deck length of 24' with a minimum 4' stationary deck. Trailer must be equipped with electric brakes and pintle hitch. Preferably black or white in color. Please submit quote to mscrivner@co.morrow.or.us by July 6th at 4:00pm. In the subject line of the email please state trailer quote attached as I will not open until after 4:00pm on the 6th. Please include quote, trailer brochure with specifications and estimated delivery date if selected.



Give me a call if you have any questions

Matt Scrivner 541-980-7468

Quote Id: 24806731

Prepared For:
MORROW COUNTY



Prepared By: **RALPH GOODWIN**

Pape Machinery, Inc.
1925 E James Street
Pasco, WA 99301

Tel: 509-547-8813
Mobile Phone: 509-995-4706
Fax: 509-547-7959
Email: rgoodwin@papemachinery.com

Date: 06 July 2021

Offer Expires: 30 July 2021

Confidential

Quote Summary**Prepared For:**

MORROW COUNTY
HEPPNER PILOT RCK HY
HEPPNER, OR 97836
Business: 541-989-9500

Prepared By:

RALPH GOODWIN
Pape Machinery, Inc.
1925 E James Street
Pasco, WA 99301
Phone: 509-547-8813
Mobile: 509-995-4706
rgoodwin@papemachinery.com

This sale is subject to Papé's Terms and Conditions of Sale effective on the date hereof, which are incorporated in full by this reference. The Terms and Conditions of Sale are available at www.pape.com/terms, and will also be sent by mail or e-mail to the purchaser upon request.

Quote Id: 24806731
Created On: 06 July 2021
Last Modified On: 06 July 2021
Expiration Date: 30 July 2021

Equipment Summary	Selling Price	Qty	Extended
TRAIL KING 24'X102" TILT DECK, PINTLE HITCH - PM140276	\$ 22,900.00 X	1 =	\$ 22,900.00
Equipment Total			\$ 22,900.00

Quote Summary

Equipment Total	\$ 22,900.00
SubTotal	\$ 22,900.00
Total	\$ 22,900.00
Down Payment	(0.00)
Rental Applied	(0.00)
Balance Due	\$ 22,900.00

Salesperson : X _____**Accepted By : X** _____



Selling Equipment



Quote Id: 24806731

Customer: MORROW COUNTY

TRAIL KING 24'X102" TILT DECK, PINTLE HITCH - PM140276

Equipment Notes: THIS PRICE BASED ON SOURCEWELL
DISCOUNT. UNIT AVAILABLE WITH IN 60 DAYS.

Hours: 0

Stock Number: PM140276

Code	Description	Qty
-	TRAIL KING 24'X102" TILT DECK, PINTLE HITCH	1



TRAIL KING TILT STANDARD FEATURES

A TRAIL KING TILT.

NOT YOUR AVERAGE ANGLE.

Safety Chains

Heavy-duty safety chains with GWR-rated grab hooks are built tough for years of dependable service.

Drop-Leg Jack

Bolt-on 25,000 lb 2-speed single-leg jack with drop leg.

Safety Headboard

The safety headboard provides extra dimension of safety and load-hauling security.

Deck Lock

Shown with optional air-operated deck lock.

I-Beam Crossmembers

Crossmembers consist of 80,000 psi yield beams spaced for maximum strength and deck life.

Heavy-Duty Bent D-Rings

Forged D-rings for your trailer to handle even your toughest hauling requirements.



Platform Cushioning Cylinders

Dual platform cushioning cylinders make loading and unloading a smooth operation.



Adjustable Hitch

Accommodate a wide variety of towing vehicles with an adjustable 4-bolt hitch rated for 1-1/2 full GVWR of the trailer.



Protected Electrical System

Features rubber-mounted, shock-proof, sealed lights and rubber grommets for all wiring through the frame for longer trouble-free, low-maintenance performance life.



Adjustable Platform Lock

Keep your deck from accidentally tilting while in the transport mode with the adjustable platform lock mechanism and safety lock pin.



Break-Away System

Sealed electric break-away system on IK124 models with electric brakes located in large area.



Deck Counterweights

Smother tilt operation with built-in counterweights.



Fold-Down Approach Plate

Fold-down approach plate is designed to meet U.S. Federal under-rail protection requirements. It also achieves the lowest possible load angles and provides extra protection for tail lights.

STANDARD EQUIPMENT	TKT24LP	TKT40LP	TKT50LP	TKT60LP
Payload Capacity	24,000 lb.	40,000 lb.	50,000 lb.	60,000 lb.
5' Tongue Length	X	X	X	X
Pinfile Eye Hitch (Adjustable Height)	19.5" to 30.5"	19.5" to 30"	19.5" to 30"	19.5" to 30"
25,000 lb. two-speed single-leg jack	X	X	X	X
Deck Length (Stationary / Tilt)	4' Stac / 24' Tilt	4' Stac / 24' Tilt	6' Stac / 24' Tilt	6' Stac / 24' Tilt
Deck Width	102"	102"	102"	102"
Loaded Deck Height	34"	33"	33"	33.5"
Structural Steel Main Frame	X	X	X	X
1.5" Oak (Raised) Decking	X	X	X	X
(12) D-Rings: (4) on Stationary Deck - (8) on Tilt Deck	X	X	X	X
12 Degree Tilted Deck Slope	X	X	X	X
Hydraulic Cushioning Cylinder	2	2	2	2
Manual Deck Lock	X	X	X	X
Fold-Down Approach & Under Rail Protection	X	X	X	X
Floor Plats on the Approach & Fold-Down	0.25"	0.25"	0.25"	0.25"
Axles	(2) 12,000 lb.	(2) 22,500 lb.	(2) 22,500 lb.	(2) 22,500 lb.
Suspension	1-1/2" 9700	1-1/2" 9700	1-1/2" 9700	1-1/2" 9700
Brakes	Electric	12.25" x 7.5"	12.25" x 7.5"	12.25" x 7.5"
ABS	N/A	452M	452M	452M
Dual Steel Disc Wheels (8 Hole)	6" x 16"	6.75" x 17.5"	6.75" x 17.5"	6.75" x 17.5"
Tires	235/60R x 16	215/75R x 17.5	215/75R x 17.5	235/60R x 17.5
Safety Chains with Grab Hooks	X	X	X	X
Lockable Toolbox	X	X	X	X
Headboard	X	X	X	X
Registration Holder	X	X	X	X
LED Lights	X	X	X	X
Rubber Mounted Sealed Lights w/ Sealed Harness System	X	X	X	X
Electrical System per DOT Regulations	X	X	X	X
Mud Flaps	X	X	X	X
Red and White Conspicuity Markings	X	X	X	X
Trail King 2-Part Epoxy Primer and Urethane Top Coat Paint	X	X	X	X

*See your local dealer for full list of available options.



Oak Decking

All TK1 models come with 1.5" nominal oak decking that is double screwed to crossmembers to prevent cupping. This deck will stand up to years of rugged service. Optional splitting decking available.

*Models 12-124 may feature additional equipment. Available upon request and subject to change without notice.



4428 E Trent
Spokane WA 99212

Phone: (509) 535-1654
Toll Free: (800) 541-0754
Fax: (509) 534-6754
Web Site: www.modernmachinery.com

Morrow County Public Works
365W Hwy 74
Lexington, Ore. 97839

06-30-2021

Attn: Matt Scrivner

Matt, Modern Machinery is pleased to offer the following for your consideration.

1 each Felling FT-24-2T trailer per attached spec. sheet. Your price landed in Lexington before applicable taxes would be \$24,989.75. Lead time is shown as 42 weeks as standard and Felling has been beating their lead times all year long. Please feel free to call with any questions.

Thank You

A handwritten signature in blue ink that reads "Jim Holland". The signature is stylized with a large, flowing "J" and "H".

Jim Holland

FT-24-2 T

Tilts - Deckover

GVWR LBS:

31,300

- 10" H-Beam Main Frame
- 12" Channel Tilt Deck Frame

GAWR LBS:

24,000

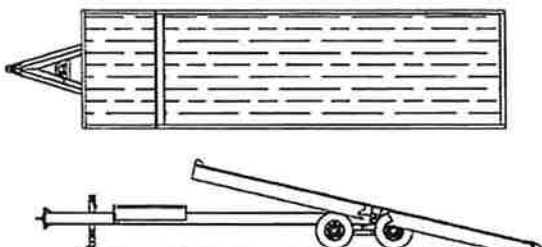
WEIGHT LBS:

7,300

- 4" I-Beam crossmembers approx 20" oc
- See Option Page for Stationary Deck

CAPACITY LBS:

24,000



• Shown with optional rubrail with stake pockets and pipe spools.

Standard & Other Options	Description	Std. Option	Std. Qty.	Unit
Stationary Deck	Stationary Deck	X	4.00	Feet
Deck Length	Tilt Deck Length (Includes Approx. 12" Approach Plate)	X	25.00	Feet
Deck Type	White Oak	X	1.00	Std
Appx Deck Height	35" Loaded	X	1.00	Inches
Width	102" OD	X	1.00	Inches
Tie Downs	D-Rings, Bent, 1" Standard w/ Stationary Deck	X	12.00	Std
Brakes	Electric, Dexter FSA (Fwd Self Adj) On All Axles	X	1.00	Std
Axles	12K Dexter Oil Bath	X	2.00	Std
Suspension	Dexter Spring	X	1.00	Std
Tires & Wheels	ST235/80R 16 E, 8 Bolt [16 x 6] Hub Pilot	X	8.00	Std
Hitch Length	Center of Coupler to Headboard, Appx	X	5.00	Feet
Hitch Type	3" Adjustable Lunette Eye/Pintle, [C] 66,000 lb Plate Mount (3/4" Bolt)	X	1.00	Std
Jack	12K Drop Leg Spring Foot ** Side Wind **	X	1.00	Std
Plug	7 Pole RV	X	1.00	Std
Lights	LED Lights (Peterson), Sealed Wiring Harness (Sealco)	X	1.00	Std
Trailer Color	Felling Black # CCA945378 (White Felling Decal)	X	1.00	Std
Stripe Color	White	X	1.00	Std
Standard	1/2" Safety Chains, Grade 70	X	1.00	Std
Standard	2 Steps, 1 on the Standard Hitch and 1 in front of Axles on Roadside	X	2.00	Std
Standard	Document Holder	X	1.00	Std
Standard	Tool Box, with Lockable Cover	X	1.00	Std
Standard	Single Self Actuating Hydraulic Cushion Cylinder	X	1.00	Std
Standard	Locking Tilt Valve	X	1.00	Std



FELLING TRAILERS, INC.

1525 Main Street South, Sauk Centre, MN 563

Phone: 800-245-2809 - www.felling.com

Product Sheet

4500-A

GVWR

31,300 lbs.

X

1.00

Std



7350 S. EISENMAN ROAD
BOISE, IDAHO 83716
PHONE 208-384-5242
FAX 208-336-8068
WEB WWW.utilityboise.com

QUOTE FOR:
MORROW COUNTY PUBLIC WORKS
365 W. HWY 74
LEXINGTON, OR 97839

DATE: 7/1/2021

Attention: MATT SCRIVNER
Phone #: (541)989-8584
Fax #:
CELL (541)980-7468

e-mail mscrivner@co.morrow.or.us

CHASSIS MAKE: MODEL C.A. OTHER
DATA

QTY:	DESCRIPTION OF ITEMS	PRICE EACH:	PRICE TOTAL
1	SUPPLY " TOWMASTER " MODEL T-24T TILT DECK EQUIPMENT	20,638.80	\$20,638.80
	TRAILER INCLUDING:		\$0.00
	32,690LB. GVWR---TANDEM AXLE		\$0.00
	APPROXIMATELY 24,000LB.PAYLOAD CAPACITY		\$0.00
	24' LONG TILT DECK X 8' 6" WIDE		\$0.00
	4' STATIONARY FRONT DECK		\$0.00
	12 DEGREE LOAD ANGLE		\$0.00
	2" NOMINAL THICK WHITE OAK DECK		\$0.00
	W10 X 17 GRADE 50 MAIN FRAME		\$0.00
	8" X 2" X 3/16" TUBING SIDE RAILS		\$0.00
	3" JR. I-BEAM CROSS MEMBERS		\$0.00
	5-1/2" HIGH HEADBOARD		\$0.00
	DECK CUSHION CYLINDER		\$0.00
	DUAL POINT DECK LATCH		\$0.00
	18" APPROACH RAMP		\$0.00
	(10) D-RING TIE DOWNS --- (5) PER SIDE		\$0.00
	5'-2" TONGUE LENGTH WITH STORAGE TRAY AND LID		\$0.00
	ADJUSTABLE 3" PINTLE RING		\$0.00
	HIGH TENSILE SAFETY CHAIN		\$0.00
	BOLT-ON, 12,000LB, 2--SPEED, JACK		\$0.00
	(2) 12,000LB OIL BATH AXLES -- 49" SPREAD		\$0.00
	ELECTRIC BRAKES W/ BATTERY BREAK-AWAY KIT AND CHARGER		\$0.00
	ALL AXLES		\$0.00
	12.25 X 5 BRAKE SIZE		\$0.00
	SLIPPER-SPRING SUSPENSION		\$0.00
	(8) 235/85R X 16/H RADIAL TIRES		\$0.00
	HUB PILOTED BUDD WHEELS -- 8 BOLT		\$0.00
	DOT/SAE APPROVED SEALED BEAM L.E.D. LIGHTS AND		\$0.00
	SEALED MODULAR WIRING HARNESS		\$0.00
	7-POLE ROUND ELECTRICAL PLUG		\$0.00
	REGISTRATION HOLDER		\$0.00
	RUST INHIBITING PRIMER		\$0.00
	DURABLE, RUST INHIBITING TOP COAT (BLACK)		\$0.00
	MANUFACTURE'S STANDARD MUD FLAPS		\$0.00
	D.O.T. APPROVED CONSPICUITY TAPE		\$0.00
	TRAILER WEIGHT IS APPROXIMATELY 8,690LB.		\$0.00

DECK HEIGHT IS 36" EMPTY		\$0.00
USA DESIGNED AND BUILT		\$0.00
DEALER DOC AND LICENSING FEE (SOURCEWELL PRICING)		\$0.00
		\$0.00

1	FREIGHT TO LEXINGTON, OR....	1,950.00	\$1,950.00
---	------------------------------	----------	------------

			\$0.00
--	--	--	--------

1	DEALER DOC FEE....	135.00	\$135.00
---	--------------------	--------	----------

\$0.00

\$0.00

ALLOW APPROXIMATELY 40-42 WEEKS ARO....	\$0.00
---	--------

\$0.00

TERMS: NET DUE ON INVOICE. CREDIT CARD PURCHASES ADD 3%!	\$0.00
--	--------

Remarks:

SUBTOTAL:

\$22,723.80

2 F.E.T

\$0.00

Visit---www.towmaster.com

Sales Taxable? OTHER

1=Yes

2 SALES TAX

\$0.00

2=No

TOTAL

\$22,723.80

ACCEPTED BY: _____

DATE: _____

P.O. # _____

TERMS: NET AT DELIVERY

UTILITY TRUCK EQUIP. SALES

e-mail stephen.bassett@utilityboise.com

BY: STEPHEN BASSETT



DECK-OVER TILT

T-20T / T-24T



The Towmaster® deck-over tilt trailers offer convenience and durability. No ramps to hassle with, simply tilt the deck and drive on or off. It features our patented automatic kick-out ramp that doubles as under-ride protection, a single-lever twin-latch system, stationary forward deck, Hutchens® suspension, and a deck cushion cylinder to ease the deck up and down.



Patented automatic kick-out ramp doubles as under-ride protection.



Cushion cylinder controls the deck tilt when loading or unloading equipment. Optional Hutchens® 9700 suspension shown.



4-foot stationary deck is standard and allows room for longer equipment and the added length makes towing easier.

Quick Specs:

- 34" deck height (loaded)
- Electric or air brakes
- Kick-out ramp/under-ride protection
- 8'-6" deck width
- D-ring tie-downs
- Single-lever twin-latch locking system
- 24' tilt deck, 4' stationary
- Hutchens® suspension
- LED lights



Photos may show optional equipment.

AMERICA'S BEST BUILT TRAILERS FOR PROFESSIONAL HAULERS



800-462-4517
TOWMASTER.COM



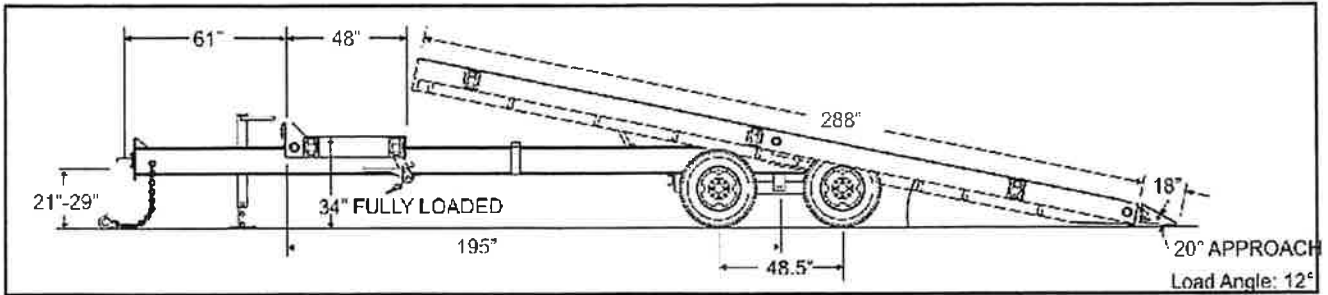
**GALVANIZING
AVAILABLE**



MORE MODELS • MORE OPTIONS • MORE CHOICES
DROP-DECK • TILT BED • DECK-OVER • GOOSENECK • LOWBOY • HYDRAULIC TAIL



T-20T / T-24T



SPECIFICATIONS

S=Standard O=Optional

CAPACITY / DIMENSIONS	T-20T		T-24T	
	Payload Rating (lbs/kg)	17,300 / 7847	24,000 / 10,886	
	GVWR (lbs/kg)	25,990 / 11,789	32,690 / 14,827	
	GAWR (lbs/kg)	20,000 / 9072	24,000 / 10,886	
	Approx. Avg. Weight (lbs/kg)	8,690 / 3942	8,690 / 3942	
	Overall Length (ft-in/mm)	34-8 / 10,566	34-8 / 10,566	
	Deck Height (loaded)(in/mm)	34 / 864	34 / 864	
	Overall Width (ft-in/mm)	8-6 / 2591	8-6 / 2591	
TONGUE				
	Tongue Length 5'-2" (1575mm)	S	S	
	Storage Tray with Lid	S	S	
	Pintle Ring (in)	3	3	
	High-Tensile Safety Chain	3/8" Grade 70	1/2" Grade 70	
	Bolt-on Two-Speed Parking Jack	12K	12K	
FRAME / RAMPS				
	Main Beam	W10x17, Gr.50	W10x17, Gr.50	
	One-Piece Cold-Formed Frame Rails	S	S	
	Side Rails (in x in x in)	8x2x3/16 Tubing	8x2x3/16 Tubing	
	Crossmembers	3" Jr I-beam	3" Jr I-beam	
	Headboard Height (in / mm)	5.5 / 140	5.5 / 140	
	Deck Length (ft/mm)	24+4 / 7315+1219	24+4 / 7315+1219	
	Deck Material	2" nom. White Oak	2" nom. White Oak	
	Deck Cushion Cylinder	S	S	
	Deck Latch	Dual-Point	Dual-Point	
	Approach Ramp (in x in/mm)	18 / 457	18 / 457	
	Load Angle (degrees)	10	10	
	D-Ring Tie Downs (Total / Side)	10 / 5	10 / 5	
SUSPENSION / TIRES				
	Slipper-spring suspension	S	S	
	Adjustable Hutch 9700 Spring Suspension	O	O	
	Axle Capacity (each) (lbs/kg)	10,000 / 4536	12,000 / 5443	
	Axle Spread (in/mm)	49 / 1245	49 / 1245	
	Hubs	Oil Bath	Oil Bath	
	Brake Size (in/mm)	12.25x4 / 311x102	12.25x5 / 311x127	
	Electric Brakes w/Battery Break-Away Kit and Charger	S	S	
	Air Brakes (Full ABS Modulated, Park Brake All Axles)	O	O	
	Hub Piloted Budd Wheels (in/mm)	16x6 / 406x152	16x6 / 406x152	
	Wheel Bolt Pattern	8-bolt	8-bolt	
	Tires / Load Range Rating	235/85R16 / E	235/85R16 / E	

STANDARD EQUIPMENT

- Adjustable hitch height
- 7-pole round electrical plug
- Weather resistant sealed modular wiring
- Grommet mounted LED lights
- Registration holder
- Rust inhibiting primer
- Durable, rust inhibiting top coat
- Die-cut UV resistant vinyl decals
- D.O.T. approved conspicuity tape
- Mud flaps
- Adjustable ramp width spacing
- Trailer color: Equipment black



OPTIONAL EQUIPMENT

- Gooseneck
- Additional stationary deck length
- 6-pole round electrical plug
- Additional tie-downs
- Spare tire and wheel mount
- Spare tire and wheel
- Color options: Construction Yellow, Equipment Red, Blue, Charcoal
- Galvanizing

Other options may be available. Ask your dealer or visit our website.

*Payload capacity is calculated by taking the GVWR and subtracting the trailer weight.
Listed GVWR, weights, and dimensions are for reference only. Manufacturer reserves the right to change models and specifications as they see fit. See our web site or your local authorized dealer for more information.

towmaster.com
800-462-4517
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MONROE TOWMASTER, LLC., LITCHFIELD, MINNESOTA, USA.



Reference No.
QT 66618

QUOTATION

Ship To:	Cust:	11	Phone:	Bill To:	Phone:
MORROW COUNTY PUBLIC WORKS				MONROE TOWMASTER (SOURCEWELL)	
PO BOX 428				CONTRACT# 121918-MNR	
				61381 US HWY 12	
LEXINGTON		OR 97839	USA	LITCHFIELD	MN 55355 USA

ATTN: Mike P

PO#	Salesman	Terms	Created	Last Revised	Appx Comp
	ANNA JOHNSON	CASH IN ADVANCE	6/30/21	6/30/21	0/00/00

Serial No. Discounts: 16.00% .00% .00%

Build Instructions Morrow County Public Works
PO Box 428
Lexington, OR 97839-0428
ID# 130316

Qty	Feature	Description	List
1	Base Model - T-24T		\$24,570.00
24	Deck Length - In Feet		
24	Decking Type - 2'' Nominal Oak		
	Overall Width - 102" Wide		
1	Stationary Deck - 4' stationary deck		
2	Axles - 12K Oil Bath		
2	Suspension - General Duty Suspension		
2	Brakes - Electric		
8	Tires - 235/85R16(F)		
1	Deck Height - 36''		
8	Wheels - 8 Bolt Budd		
1	Jack - 12K Drop Leg		
1	Lights - L.E.D.		
1	Plug - 7 Pole Round		

--- Continued ---

NOTE: If changes are made to an order after a P.O. has been issued, a fee may be assessed and a revised or new P.O. MUST BE submitted to reflect changes.

FET required on all trailers with a GVWR OF 26,000 lbs or more.

Price:

Total Discounts:

Net Cost:

Freight

Material Surcharge:

Total Due:

Accepted by

Date



Reference No.
QT 66618

QUOTATION

Ship To:	Cust:	11	Phone:	Bill To:	Phone:
MORROW COUNTY PUBLIC WORKS				MONROE TOWMASTER (SOURCEWELL)	
PO BOX 428				CONTRACT# 121918-MNR	
				61381 US HWY 12	
LEXINGTON		OR 97839	USA	LITCHFIELD	MN 55355 USA

ATTN: Mike P

PO#	Salesman	Terms	Created	Last Revised	Appx Comp
	ANNA JOHNSON	CASH IN ADVANCE	6/30/21	6/30/21	0/00/00
Serial No.		Discounts:	16.00%	.00%	.00%
Qty	Feature	Description	List		
1	Hitch/Neck - 3'' Pintle Ring				
1	Trailer Color - Equipment Black				
10	Tie Downs - D-Rings				
Freight					\$1,180.00

NOTE: If changes are made to an order after a P.O. has been issued, a fee may be assessed and a revised or new P.O. MUST BE submitted to reflect changes.

FET required on all trailers with a GVWR OF 26,000 lbs or more.

Accepted by

Date

Price: \$24,570.00

Total Discounts: \$3,931.20

Net Cost: \$20,638.80

Freight \$1,180.00

Material Surcharge:

Total Due: \$21,818.80



DECK-OVER TILT

T-20T / T-24T



The Towmaster® deck-over tilt trailers offer convenience and durability. No ramps to hassle with, simply tilt the deck and drive on or off. It features our patented automatic kick-out ramp that doubles as under-ride protection, a single-lever twin-latch system, stationary forward deck, Hutchens® suspension, and a deck cushion cylinder to ease the deck up and down.



Patented automatic kick-out ramp doubles as under-ride protection.



Cushion cylinder controls the deck tilt when loading or unloading equipment. Optional Hutchens® 9700 suspension shown.



4-foot stationary deck is standard and allows room for longer equipment and the added length makes towing easier.

Quick Specs:

- 34" deck height (loaded)
- 8'-6" deck width
- 24' tilt deck, 4' stationary
- Electric or air brakes
- D-ring tie-downs
- Hutchens® suspension
- Kick-out ramp/under-ride protection
- Single-lever twin-latch locking system
- LED lights



Photos may show optional equipment.

AMERICA'S BEST BUILT TRAILERS FOR PROFESSIONAL HAULERS



800-462-4517
TOWMASTER.COM



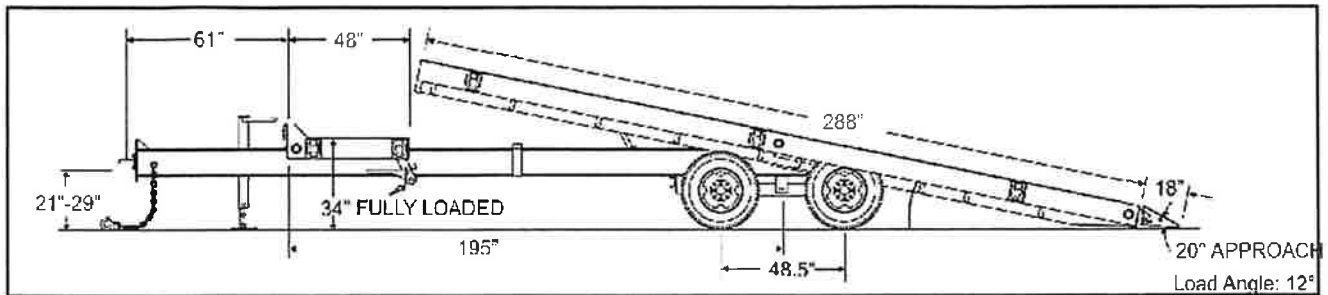
**GALVANIZING
AVAILABLE**



MORE MODELS • MORE OPTIONS • MORE CHOICES
DROP-DECK • TILT BED • DECK-OVER • GOOSENECK • LOWBOY • HYDRAULIC TAIL



T-20T / T-24T



SPECIFICATIONS

S=Standard O=Optional

CAPACITY / DIMENSIONS		T-20T	T-24T
Payload Rating (lbs/kg)		17,300 / 7847	24,000 / 10,886
GVWR (lbs/kg)		25,990 / 11,789	32,690 / 14,827
GAWR (lbs/kg)		20,000 / 9072	24,000 / 10,886
Approx. Avg. Weight (lbs/kg)		8,690 / 3942	8,690 / 3942
Overall Length (ft-in/mm)		34-8 / 10,566	34-8 / 10,566
Deck Height (loaded)(in/mm)		34 / 864	34 / 864
Overall Width (ft-in/mm)		8-6 / 2591	8-6 / 2591
TONGUE			
Tongue Length 5'-2" (1575mm)		S	S
Storage Tray with Lid		S	S
Pintle Ring (in)		3	3
High-Tensile Safety Chain		3/8" Grade 70	1/2" Grade 70
Bolt-on Two-Speed Parking Jack		12K	12K
FRAME / RAMPS			
Main Beam		W10x17, Gr.50	W10x17, Gr.50
One-Piece Cold-Formed Frame Rails		S	S
Side Rails (in x in x in)		8x2x3/16 Tubing	8x2x3/16 Tubing
Crossmembers		3" Jr I-beam	3" Jr I-beam
Headboard Height (in / mm)		5.5 / 140	5.5 / 140
Deck Length (ft/mm)		24+4 / 7315+1219	24+4 / 7315+1219
Deck Material		2" nom. White Oak	2" nom. White Oak
Deck Cushion Cylinder		S	S
Deck Latch		Dual-Point	Dual-Point
Approach Ramp (in x in/mm)		18 / 457	18 / 457
Load Angle (degrees)		10	10
D-Ring Tie Downs (Total / Side)		10 / 5	10 / 5
SUSPENSION / TIRES			
Slipper-spring suspension		S	S
Adjustable Hutch 9700 Spring Suspension		O	O
Axle Capacity (each) (lbs/kg)		10,000 / 4536	12,000 / 5443
Axle Spread (in/mm)		49 / 1245	49 / 1245
Hubs		Oil Bath	Oil Bath
Brake Size (in/mm)		12.25x4 / 311x102	12.25x5 / 311x127
Electric Brakes w/Battery Break-Away Kit and Charger		S	S
Air Brakes (Full ABS Modulated, Park Brake All Axles)		O	O
Hub Piloted Budd Wheels (in/mm)		16x6 / 406x152	16x6 / 406x152
Wheel Bolt Pattern		8-bolt	8-bolt
Tires / Load Range Rating		235/85R16 / E	235/85R16 / E

STANDARD EQUIPMENT

- Adjustable hitch height
- 7-pole round electrical plug
- Weather resistant sealed modular wiring
- Grommet mounted LED lights
- Registration holder
- Rust inhibiting primer
- Durable, rust inhibiting top coat
- Die-cut UV resistant vinyl decals
- D.O.T. approved conspicuity tape
- Mud flaps
- Adjustable ramp width spacing
- Trailer color: Equipment black



OPTIONAL EQUIPMENT

- Gooseneck
- Additional stationary deck length
- 6-pole round electrical plug
- Additional tie-downs
- Spare tire and wheel mount
- Spare tire and wheel
- Color options: Construction Yellow, Equipment Red, Blue, Charcoal
- Galvanizing

Other options may be available. Ask your dealer or visit our website.

*Payload capacity is calculated by taking the GVWR and subtracting the trailer weight.
Listed GVWR, weights, and dimensions are for reference only. Manufacturer reserves the right to change models and specifications as they see fit. See our web site or your local authorized dealer for more information.

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

(For BOC Use)
Item #
5c

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

Presenter at BOC: John A. Bowles

Department: Sheriff's Office

Short Title of Agenda Item:

(No acronyms please)

Order/ Purchase UTV for Search and Rescue

Date submitted to reviewers: 07-07-2021

Requested Agenda Date: 07-14-2021

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 checked="" type="checkbox"/> Purchase Pre-Authorization |
| <input type="checkbox"/> Contract/Agreement | <input type="checkbox"/> Other |

☐ N/A

Purchase Pre-Authorizations, Contracts & Agreements

Contractor/Entity:

Contractor/Entity Address:

Effective Dates – From:

Through:

Total Contract Amount:

Budget Line: **101-113-5-40-4403**

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

Reviewed By:

John A. Bowles 07-07-2021 Department Director

Required for all BOC meetings

[Signature] 7/7/21 Administrator

Required for all BOC meetings

[Signature] 7/7/21 County Counsel

*Required for all legal documents

[Signature] 7/7/21 Finance Office

*Required for all contracts; other items as appropriate.

[Signature] 7/7/21 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):

\$45,000.00 was approved by the budget committee and is part of the Sheriff's Office budget (101-113-5-40-4403).

This purchase is for a Polaris NorthStar tracked Ranger 1000 EPS and trailer to aid in respond to search and rescues in remote areas of Morrow County. Oregon Revised Statue 404 mandates the County Sheriff of each county to provide search and rescue services in their jurisdiction.

The tracked vehicles have become the workhorse for SAR operations due to their abilities to handle varied terrain. The tracked ranger provides seating for up to six people for transport back to the staging area. The tracks are well suited for travel on snow, bare ground and mud conditions. This vehicle will allow us to transport occupants of most snow rescues in one trip.

We requested bids from:

Morrow County Grain Growers in Lexington

Polaris in John Day

Fun Country in The Dalles

We received a bid from:

Fun Country for \$40,923.92

Grain Growers for \$38,800.00

Polaris John Day did not return a bid.

2. FISCAL IMPACT:

If we go with the Grain Growers bid for \$38,800.00 that would leave \$6,200.00 to cover costs of out fitting and decals.

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

Suggested:

Accept the Grain Growers Bid for \$38,800.00 and authorize Undersheriff Bowles to move forward with the ordering and purchasing process.

☒ Attach additional background documentation as needed.

Date

April 29, 2021

Sales Quote

Morrow County Grain Growers INC.

**Prepared For**

MORROW COUNTY SHERIFF DEPT
P O BOX 159
HEPPNER, OR 97836

Deliver To**Prepared By**

JUSTIN BAILEY
541-256-0229

Purchase Order	Tax Number	Shipped Via	Valid Through
			May 12, 2021

Qty	Description	Each	Extended
	Year: 2021 | Make: POLARIS | Model: CREW N STAR UL | Serial Number: MUST ORDER | Description: RANGER | Specs: COLOR: GHOST WHITE		\$30,399.00
	Year: 2021 | Make: TREKK | Model: 714UFW | Serial Number: ON ORDER | Description: TRAILER | Specs: 7X14 WOOD DECK STEEL FRAME TANDEM AXLE REAR FOLD UP RAMP		\$4,750.00
	Subtotal		\$35,149.00

ACCESSORIES

2882531 UPPER FRONT BRUSHGUARD	\$260.00
2884217 HD REAR BRUSHGUARD	\$420.00
2884299 32" COMBO LIGHTBAR	\$820.00
2883126 LED POD LIGHTS	\$175.00
2883854 LED LIGHTBAR CREW EXTENS	\$20.00
2879860 Y HARNESS	\$16.00
2883230 PULSE WIRING HARNESS	\$85.00
2883230 PULSE WIRING HARNESS	\$85.00
2881531 HEADACHE RACK	\$370.00
6522-05-1424 TRACK KIT	\$4,770.00
ACCESSORY INSTALLATION	\$700.00
Subtotal	\$7,721.00

DISCOUNT

POLARIS GOVERNMENT DISCOUNT

-\$2,538.30

Date

April 29, 2021

Sales Order

Morrow County Grain Growers INC.

**Prepared For**

MORROW COUNTY SHERIFF DEPT
P O BOX 159
HEPPNER, OR 97836

Deliver To**Prepared By**

JUSTIN BAILEY
541-256-0229

Purchase Order	Tax Number	Shipped Via	Valid Through
			May 12, 2021

Qty	Description	Each	Extended
	ACCESSORY 10% DISCOUNT		-\$225.10
	MCGG SALES DISCOUNT		-\$1,306.60
	Subtotal		-\$4,070.00

Pricing valid for 30 days.

Pricing subject to change based on manufacturer programs.

Customer is responsible for any titling and payment of resident state sales tax.

Used equipment is sold as is, where is.

Purchaser (Print): _____ Date: _____

Signature: _____ Date: _____

TOTAL

* \$38,800.00

Fun Country Inc**QUOTE**

1318 W 2nd St
The Dalles, OR, 97058
541-288-1161

DATE: June 5, 2021
INVOICE #
FOR: 2021 Ranger Crew
Northstar

Bill To:
Morrow County Sheriff's Office
325 Willow View Drive
P.O. Box 159
Heppner, Oregon 97836

DESCRIPTION	AMOUNT
2021 Ranger Crew Northstar Ultimate	\$31,929
Required accessories per bid request	\$8,995
TOTAL	\$ 40,923.92

Make all checks payable to Fun Country Inc
If you have any questions concerning this invoice, Contact Alec Erland, 541-288-1161,
alec@funcountrypowersports.com



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

(For BOC Use)
Item #
5e

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

Presenter at BOC: Darrell Green

Department: Administration

Short Title of Agenda Item:

(No acronyms please)

Date submitted to reviewers:

Requested Agenda Date: 7/14/2021

Add Alternate List for Morrow County Government Center

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 checked="" type="checkbox"/> Discussion & Action |
| Estimated Time: | Estimated Time: 10 minutes |
| <input type="checkbox"/> Document Recording Required | <input type="checkbox"/> Purchase Pre-Authorization |
| <input type="checkbox"/> Contract/Agreement | <input type="checkbox"/> 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:

DATE Department Director

Required for all BOC meetings

Darrell J Green 7/12/2021
DATE Administrator

Required for all BOC meetings

DATE County Counsel

*Required for all legal documents

DATE Finance Office

*Required for all contracts; other items as appropriate.

DATE Human Resources

*If appropriate

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

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

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

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

We have three items to discuss on the Add Alternates list from Fortis/CIDA.

- 1) Vault for Future Generator- If our future plans are to have a generator on site large enough to run more than the Sheriff's Office, it is recommended we build a vault for the generator that would connect the entire building.
- 2) Provide conduit for a future generator powered by natural gas- It is the recommendation to power the future generator by natural gas in the event a power outage is long term. Natural gas is not typically affected by an electrical power outage.
- 3) Electrical Charging Station- The current price on the Add Alternate list is for the complete installation of an Electric Vehicle Charging station. If we wanted to run conduit only, the estimated cost is \$3500.00.

2. FISCAL IMPACT:

Will depend on what is approved.

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

Motion to approve adding a generator vault

Motion to approve adding conduit for natural gas to power a future generator

Motion to approve the electric vehicle charging station or conduit for the electric vehicle charging station

☒ Attach additional background documentation as needed.

Morrow County V/E-Add Alt Log

Design Builder's Contingency						\$133,296.00	\$133,296.00
Item #	Description	ROM	Decision Date	Pending	Trending	Approved	Trend + App
7	Sherriff/Holding Cell room premanufactured steel bar enclosure to be provided by Morrow Co		Complete		0.00	12,800.00	12,800.00
8a	Option 1 - Add battery operated automatic bathroom amenities (soap, paper towel, etc.)		Complete		0.00	-1,075.00	-1,075.00
8b	Option 2 - Add electrical hard-wired automatic bathroom amenities (soap, paper towel, etc.)		Declined		0.00		0.00
10a	Provide conduit for future generator connection.				0.00		0.00
10b	Provide generator (existing) backup power to Sheriff area in lieu of standard building battery backup		7/6/2021		0.00	-11,565.00	-11,565.00
10c	Add larger generator for increased coverage		Declined		0.00		0.00
10d	Provide vault for future generator	-5,078.00	7/14/2021		-5,078.00		-5,078.00
10e	Provide conduit for future generator natural gas.	-3,750.00	7/14/2021		-3,750.00		-3,750.00
11	Add electric snow melt at Court and Veterans entrances - 750sf	-31,726.00	8/3/2021		-31,726.00		-31,726.00
13	Elevated Judge's Desk Area		Complete		0.00	-3,820.00	-3,820.00
15	Motorized Sheriff Gate		Declined		0.00		0.00
16	Conduit to future gate & snow melt		Complete		0.00	-2,295.19	-2,295.19
17	Data conduit from utility to new building and to existing building		Complete		0.00	-5,401.19	-5,401.19
18	Data conduit to east property line for future use		Complete		0.00	-1,031.17	-1,031.17
19	Relocate electrical service to northwest corner of building		Complete		0.00	-5,959.00	-5,959.00
20	Relocate CT enclosure/main breaker from indoor to outdoor		Complete		0.00	-2,897.40	-2,897.40
21	Change VRF-1 & VRF-2 from 50A to 200A breakers with associated conduit and wiring		Complete		0.00	-6,975.16	-6,975.16
22	Upgrade three (3) street light poles to fixture type ST including poles, bases, meter, service changes, wire and lighting control		7/6/2021		0.00	-25,293.60	-25,293.60
23	Electric vehicle charging station	-12,854.00	7/14/2021		-12,854.00		-12,854.00
24	Upgrade landscaping		8/3/2021		0.00		0.00
25	Add 9 Data locations with 3 drops at each location.		Declined		0.00		0.00
26	Add 1 Data drop to all exisging locations for a total of 3 drops.		Complete		0.00	-7,120.00	-7,120.00
27	Delete 4 Cameras		Complete		0.00	2,524.00	2,524.00
28	Add 18" razor wire to top of fence		Complete		0.00	-6,600.00	-6,600.00
29	Add slats to north section of fence		Complete		0.00	-2,868.00	-2,868.00
30	Change from black to standard galvized for main fence		Complete		0.00	6,400.00	6,400.00
31	Change from black to standard galvized at trash enclosure		Complete		0.00	665.00	665.00
32	Use Best small format interchangeable cores (SFIC)		Complete		0.00	-345.76	-345.76
33	Snow Breaks		Complete		0.00	-9,135.00	-9,135.00
34	Site Benches (2 total)		Declined		0.00		0.00
35	Door Hardware	0.00	Complete		0.00	0.00	0.00
36	Overhead Door Operator				0.00		0.00
37	Owner Furnished Appliances				0.00		0.00
38	Courtroom Audio/Visual				0.00		0.00
39	Self-Perform Doors/Hardware & Specialties				0.00		0.00
	Current Balance	-\$53,408.00		\$0.00	-\$53,408.00	-\$69,992.47	-\$123,400.47
	Remaining Contingency					\$63,303.53	\$9,895.53

Closed (Complete or Declined)

Moved to Pending - Recently Approved

Upcoming Decisions

In Process



MEMORANDUM

To: Morrow County Board of Commissioners
From: Tamra Mabbott, Planning Director
CC: Planning Commission
BOC Date: July 14, 2021
RE: Monthly Planning Update

Planning Commission Update

Planning Commission approved five applications at their 29th meeting. One hearing was continued to the July meeting.

Planning Commission meeting materials are posted on the Department website one week prior to the meeting. Commission typically meets the last Tuesday of the month. Here is the 2021 calendar.

https://www.co.morrow.or.us/calendar?field_microsite_tid_1=28

Current Planning Activity May 2021:

- 6 Zoning Permits
- 2 Land Use Compatibility Reviews
- 2 Land Use Decisions
- 3 Land Partitions
- 1 Variance
- 1 Floodplain Development Permit
- 1 Rural Address

Long Range Planning

Staff has contacted federal and state landowners to coordinate plans for the Morrow County Heritage Trail. County and state and federal agencies will meet in July. Later in the Fall a stakeholder meeting will be hosted. Anyone interested in the Heritage Trail is encouraged to contact the Planning Department. A stakeholder meeting will be held this summer. The Heritage Trail Plan is located on the website:

<https://www.co.morrow.or.us/planning/page/columbia-river-heritage-trail>

Energy Projects

Status of renewable energy projects is shown on attached spreadsheet. Two new solar projects are on the horizon; an application has been submitted for one and an application for a second project will be filed with the State of Oregon Energy Facility Siting Council (EFSC).

Code Enforcement

Code Enforcement activity continues to be steady. Several long-standing code violations were processed in Justice Court this month. The updated code is posted on the Planning Department website here:

<https://www.co.morrow.or.us/planning/page/code-enforcement>

Other Projects:

On June 23rd, the Board of Commissioners hosted a luncheon to listen to a presentation about growth strategies. Guest speakers included a team from ECONorthwest, an Economics, Finance and Planning consulting firm along with Nick Green, John Day City Manager. The engaging presentation was both motivational as well as pragmatic, sharing ideas about economic development, creative approaches to public finance and ideas to encourage new development and growth in rural areas. A copy of the power point presentation is posted on the Planning Department webpage here:

<https://www.co.morrow.or.us/planning/page/strategic-approaches-rural-communities>

Planning and The Loop staff are working together to update the transit component of the Transportation System Plan (TSP). The current TSP has only a small paragraph at update would include the freshly completed Boardman to Hermiston Connector Plan.

Planning Director is participating on the steering committee for the Eastern Oregon Economic Summit scheduled for August 18-19 in Hermiston.

The pre-application for a regional housing grant passed through the first round and was submitted to the state Department of Land Conservation and Development (DLCD). If funded, the project would include a housing implementation plan with a focus on funding sources for infrastructure for the Cities of Lone, Lexington and Heppner in the Willow Creek Valley.

Legislation

Planning Director will present a summary of recent land use legislation that will apply to Morrow County. In the meantime, the attached legislative summary from the Oregon Department of Land Conservation & Development provides a look at land use legislation that applies statewide.

Building Inspection Program

County Planning Directors from Morrow and Umatilla Counties are sponsoring a meeting to discuss building inspection programs in the region. The meeting will be an opportunity to understand demands on the inspectors and services over the next 5- 7 years and identify opportunities for collaboration.

Planning Trivia Question of the Month: Does a county or city comprehensive land use plan address housing and economic development?

Answers to last month's trivia questions.

Archeological evidence of Native Americans living along the Columbia River dates back about 13,000 years ago, although some evidence shows there may have been human settlement 20,000 years ago. On October 18, 1805, the Lewis & Clark Expedition camped on Sand Island just north of the current City of Irrigon. The island is now inundated within the Columbia River. Among other information, the Columbia River Heritage Trail Concept Plan includes information on cultural and archeological history of life along the Columbia River. The plan is available here: <https://www.co.morrow.or.us/planning/page/columbia-river-heritage-trail>





Oregon

Kate Brown, Governor

Department of Land Conservation and Development

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www.oregon.gov/LCD

July 8, 2021

TO: Land Conservation and Development Commission

FROM: Jim Rue, Director
Palmer Mason, Senior Policy Advisor
Emma Land, Legislative Coordinator



SUBJECT: **Agenda Item 5, July 22- 23, 2021, LCDC Meeting**

2021 LEGISLATIVE UPDATE

I. AGENDA ITEM SUMMARY

Purpose. The Department of Land Conservation and Development (DLCD or department) will update the Land Conservation and Development Commission (LCDC) on the results of the 2021 Legislative Session. DLCD staff will discuss key legislation, DLCD's budget, and other important issues. No action is required from LCDC.

Objective. To provide information to LCDC and answer questions on key bills the agency tracked or those with which DLCD was more involved.

For further information about this report, please contact Palmer Mason, Senior Policy Advisor, at 503-269-2040 or palmer.mason@dlcd.oregon.gov, or Emma Land, Legislative Coordinator, at 503-779-9821 or emma.land@dlcd.oregon.gov.

II. BACKGROUND

The Oregon Legislature's main priorities this session included the state's biennial 2021-23 budget, COVID-19 response and relief, wildfire recovery and mitigation, and racial justice and equity. Two significant factors that positively impacted budget determinations were the federal American Rescue Plan Act funds and the May 2021 state revenue forecast. The May revenue forecast provided a strong and positive near-term outlook with an expected additional \$1 billion in tax revenues this budget cycle. The forecast was so strong analysts discussed a potential of up to \$1.4 billion for the "kicker" tax rebate.

For DLCD, the most important legislative issues relate to housing, climate, equity, wildfires, and the department's 2021-23 budget. DLCD also had its own legislative proposal, HB 2109. HB 2109 is discussed in the Energy section later in this report.

to the Oregon Department of Transportation's updated equity and social criteria. This funding includes one additional position for this work.

For more information on the breakdown of the budget, please refer to Attachment A.

Status: Passed. Awaiting signature of the Governor.

2. HB 5006 – End of Session Budget Bill

HB 5006 is the end of session omnibus budget bill sometimes called "the Christmas Tree bill". The bill includes two appropriations to DLCD related to housing.

The first appropriation includes roughly \$2 million for DLCD to provide technical assistance to local governments for planning and capacity-building relating to: the assessment of housing need, increasing housing supply and choice, studies of infrastructure constraints, and support of local housing coordinators. DLCD intends to target some of this funding to cities with populations below 10,000 people to assist with their housing challenges.

The second appropriation is related to continuing the work from HB 2003 and includes a budget note with direction from the Legislature to the department on how to use the funding. The budget note directs DLCD, in consultation with Oregon Housing and Community Services, to provide an initial legislative report no later than February 1, 2022, and a final legislative report no later than December 31, 2022, on efforts to develop a legislative proposal for incorporation of a Regional Housing Needs Analysis (RHNA) into future state and local planning processes. The appropriation includes \$1.3 million to conduct this work, including studies and stakeholder outreach to examine the following areas:

- Data needed to improve estimations of housing need;
- A definition of regions in the state of Oregon;
- How a RHNA can be used to address equity, discrimination, and segregation in housing supply;
- Incorporation of a RHNA into the projection of local housing need as well as those actions and policies adopted to address housing shortages; and
- Any other issues appropriate to the implementation of the RHNA.

Lastly, HB 5006 provides ongoing funding for a permanent grants coordinator position that will be focused on providing assistance to the Planning Services Division in managing Federal Emergency Management Agency (FEMA) grants.

Status: Passed. Awaiting signatures of the House Speaker, Senate President, and Governor.

scarcity. The bill contains provisions around the protection against natural hazards. The bill also requires communities to comply with local flood hazard regulations to maintain participation in the National Flood Insurance Program.

Status: Passed.

5. HB 3261

HB 3261 requires local governments to allow the conversion of a property from use as a hotel or motel for use as an emergency shelter or affordable housing. These projects apply only within the urban growth boundary. Additionally, local governments may impose standards related to natural disaster or hazard mitigation.

Status: Passed.

6. SB 8

SB 8 restricts local governments from denying or limiting the approval of affordable housing applications in non-residential zoning areas, subject to certain zoning and property ownership conditions. The bill also provides density standards and conditions under which local governments must approve affordable housing applications.

Status: Passed.

7. SB 458

Senate Bill 458 establishes the conditions under which local governments must allow divisions of real property for new middle housing development on lots and parcels in residential zones in counties or cities within metropolitan service districts, cities with 25,000 residents or more, and cities outside metropolitan service districts with between 10,000 and 25,000 residents. The measure establishes certain conditions cities and counties may impose during review and approval of middle housing land division plans. In addition, Senate Bill 458 disallows planned communities from prohibiting land divisions, regardless of restrictive covenants or other conditions on a given lot.

Status: Passed.

C. CLIMATE AND EQUITY

1. Environmental Justice Land Use Scoping (Package 90) and HB 2488

The Governor's Recommended Budget included \$800,000 to be used by DLCD to support environmental justice land use scoping.

A related bill, HB 2488, would have directed LCDC to amend the Statewide Land Use Planning Goal 1 (Citizen Involvement) to incorporate equity, climate justice, and

mostly intended for property owners to only rebuild or replace existing structures rather than allow for modification or expansion. Under this process, applications for replacement or restoration must be filed on or before September 30, 2025. The bill contains provisions requiring communities to comply with local flood hazard regulations to maintain participation in the National Flood Insurance Program.

Status: Passed.

4. HB 2809

HB 2809 prohibits a state agency or local government from disallowing the use of a recreational vehicle as a residential dwelling on a lot with a manufactured or single-family dwelling damaged by natural disasters until no later than the date the dwelling has received an occupancy permit, the local government determines the owner is unreasonably delaying repairs, or 24 months after the dwelling was deemed uninhabitable.

Status: Passed.

E. ENERGY

1. HB 2109

HB 2109 is DLCD's legislative proposal that serves as a fix for 2019 legislation. HB 2109 provides that counties will not need reimbursement for Measure 56 notices relating to renewable energy facilities. Accordingly, DLCD will not need to reimburse counties for these costs. The bill redefines "renewable energy facility" to include only those solar, wind, and geothermal facilities on exclusive farm use lands as originally intended in 2019.

Status: Passed.

2. HB 2520

HB 2520 would have required LCDC to adopt rules identifying reasons for a county to justify an exception for facilities generating electricity from renewable energy sources that are otherwise not allowed under the applicable statewide planning goal or goals. The bill would have provided funding to LCDC to adopt these rules by July 1, 2022.

Status: Did not pass.

F. RESOURCE LANDS

1. SB 16

comprehensive planning amendments. While DLCD cannot review and approve using the statewide planning goals and rules, the alternative criterion in the bill is intended to track those requirements. Also, while DLCD cannot deny the conceptual plan and related plan amendments, the department can remand the plan in part or whole and require the City of Bend to resubmit. This portion of the bill sunsets as of January 2, 2030.

HB 3318 prohibits DLCD from approving the planning amendments unless at least 20 net acres are designated for residential housing restricted to specified minimum densities and preserved as affordable for at least 50 years. Of that acreage, at least six acres must be prioritized, to the extent allowed by law, to those households with at least one member employed by an education provider.

HB 3318 also exempts dog training facilities from state structural specialty codes, defines terms, and authorizes incorporated cities to regulate dog training facilities within their boundaries.

Status: Passed. Awaiting signatures of the House Speaker, Senate President, and Governor.

G. COASTAL

1. HB 2603

HB 2603 directs DLCD, in consultation with the Department of State Lands and local and Tribal governments, to review Part Four of the Territorial Sea Plan (TSP) related to the placement of undersea cables and provide the results to the Ocean Policy Advisory Council (OPAC). OPAC must consider the review and develop recommendations for LCDC to amend Part Four of the TSP by rule no later than two years after the effective date of the bill - September 2023. Funding is provided in the bill for a limited duration position and related costs for this work.

The bill also requires an applicant for an easement to place an undersea cable within the territorial sea to acquire and maintain, until construction of the undersea cable is completed, financial assurance to ensure that the applicant constructs the undersea cable according to the terms and conditions of the easement.

Status: Passed. Awaiting signatures of the House Speaker, Senate President, and Governor.

III. ATTACHMENTS

A. LEGISLATIVE FISCAL OFFICE RECOMMENDATION: DLCD 2021-23 BUDGET

Energy Projects in Morrow County					
EFSC Permitted					
WIND	Capacity	Facility Status	Notes	Local Permits Issued	Current/ Recent Local Permit Actions
Wheatridge I	100 MW	Operating	PGE Ownership		
Wheatridge II	550 MW	Operating	Under Review to split as: WREF II (200 MW Wind); WREFIII (150 MW solar); WREFE (200 MW wind)	CUP-N-328 (2018)	RFA Comment Letter submitted to EFSC 28OCT2020
Wheatridge Renewable Energy Facility East	200 MW	EFSC Approved	Umatilla County and Morrow County, Approved not built.	CUP-N-328 (2018)	No local actions at this time.
Shepherds Flat Central	290 MW	Operating	2 Turbine Repower 2020. Project sold to Brookfield Partners	CUP-N-279 (2010)	Local permits for repower pending.
Shepherds Flat South	290 MW	Operating	Repower Pending (January 2023) Project sold to Brookfield Partners	CUP-N-278 (2010)	Local permits for repower pending.
Hoppner Wind	500 MW	Terminated	N/A	N/A	No Action Needed
Saddle Butte Wind	399 MW	Terminated	N/A	N/A	No Action Needed
SOLAR	Capacity	Status	Notes	Local Permits Issued	Current/ Recent Local Permit Actions
Boardman Solar	75 MW	EFSC Approved	Construction Pending, T Line is in Gilliam Co.	CUP-N-333 (2018)	CUP extension approved. Expires 21NOV2021
Wheatridge III	150 MW	EFSC SC Amendment Approved	Road Use Agreement update pending w Public Works	CUP-N-328 (2020)	Zoning permits #'s 2871-2875 issued 06APR2021
Wagon Trail Solar	500 MW	Proposed/Pending	NextEra, new project, a subsidiary to Wheatridge but NOT part of the Wheatridge Energy Facility.	Pending (Not Submitted)	County notified adj. landowners of NOI. BOC/SAG comments submitted to EFSC.
TRANSMISSION	Capacity	Status	Notes	Local Permits Issued	Current/ Recent Local Permit Actions
Boardman to Hemingway	300-mile, 500 kV	Proposed	In Contested Case (64 Petitioners)	Pending	Waiting on Contested Case Outcome
Cascade Crossing	121-mile, 500kV	Terminated	N/A	N/A	No Action Needed
GENERATING FACILITY	Capacity	Status	Notes	Local Permits Issued	Current/ Recent Local Permit Actions
Carty Generating Facility	50 MW Solar 400 MW Natural Gas	Under EFSC Review/Operating	RFA2 to incorporate existing BCP facility components.	CUP-N-307 (2013)	Notice of Proposed Order of RFA2 issued 12NOV20
Boardman Coal Plant	550 MW	Decommissioned	T Line in Gilliam Co.	Pre-dates Planning?	No Action Needed
Columbia Ethanol Project	44 MGPY	Temporarily Shut Down	Local approval letter sent 11APR2006.	ZP1701 01MAY2006 (Pacific Ethanol)	No local actions at this time.
Locally Permitted					
WIND	Capacity	Status	Notes	Local Permits Issued	Current/ Recent Local Permit Actions
Orchard Wind	40 MW	Operating	Construction was delayed due to COVID-19	CUP-N-324 (2016) Extension 2019	No local actions at this time.
Echo Wind South	60 MW	Operating	Oregon Windfarms LLC./ Madison Farms.	CUP-N-251 (2008)	No local actions at this time.
Threemile Turbines	15 MW	Operating	First operational turbines in Morrow County.	CUP-N-234 (2006)	No local actions at this time.
Elle Butte	104 MW	Permitted, Never Built	N/A	CUP-N-291 (2011)	No local actions at this time.
Butter Creek	40 MW	Permitted, Never Built	N/A	CUP-N-285 (2010)	No local actions at this time.
Mariah Wind	20 MW	Permitted, Never Built	N/A	CUP-N-290 (2011)	No local actions at this time.
Willow Creek Wind	50 MW	Permitted, LUBA Remand	N/A	CUP-N-213 (2005)	No local actions at this time.
SOLAR	Capacity	Status	Notes	Local Permits Issued	Current/ Recent Local Permit Actions
Harp Solar	10 MW	Permitted	Project sold to Avangrid Renewables by OneEnergy.	CUP-N-331 (2018)	Extension Request Granted
Tower Road	120 MW	Proposed	Aurora Solar/Avangrid applicant. To date, no applications submitted.	Not Permitted	05May21 Pre-application meeting w/county.
Stark Solar	10 MW	Withdrawn	N/A	CUP-N-332-18	No Action Needed
Columbia Solar	20 MW	Withdrawn	Energy Utah LLC. Bill Adams.	CUP-N-343-20	No Action Needed
Trail Solar	160 MW	Proposed	OneEnergy. Proposed, pending application		



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TREASURER

Jaylene Papineau

July 14, 2021

To: Morrow County Board of Commissioners
From: Jaylene Papineau, Morrow County Treasurer
Re: Treasurer's Monthly Financial Statements as per ORS 208.090

The interest rate in March for the Local Government Investment Pool was .60%.

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

The current quarter interest rate for Community Bank is .02%.

Outstanding checks total as of May 31st, 2021 was approximately \$1,076,962.07

The statement for the LGIP and the Pooled Cash Report are included.

As the Fiscal Agent for the Morrow County Cultural Coalition, I will be paying out the grants awarded to the 2020-2021 recipients, as I receive their signed agreements. I have attached a blank copy of the agreement they have to sign with the MCCC for your convenience.

I am also including a copy of the "Invoice".



Account Statement - Transaction Summary

For the Month Ending **June 30, 2021**

MORROW CO - MORROW COUNTY - 4206

Oregon LGIP	
Opening Balance	33,302,154.73
Purchases	387,512.39
Redemptions	(1,842,571.49)
<hr/>	
Closing Balance	\$31,847,095.63
Dividends	15,890.04

Asset Summary		
	June 30, 2021	May 31, 2021
Oregon LGIP	31,847,095.63	33,302,154.73
Total	\$31,847,095.63	\$33,302,154.73



Account Statement

For the Month Ending **June 30, 2021**

MORROW CO - MORROW COUNTY - 4206

Trade Date	Settlement Date	Transaction Description	Share or Unit Price	Dollar Amount of Transaction	Balance
Oregon LGIP					
Opening Balance					33,302,154.73
06/01/21	06/01/21	SFMS Fr:Liquor Control Commission,Oregon OLCC Tax (Liquor)	1.00	6,941.60	33,309,096.33
06/01/21	06/01/21	LGIP Fees - ACH Redemption (6 @ \$0.05 - From 4206) - May 2021	1.00	(0.30)	33,309,096.03
06/01/21	06/01/21	LGIP Fees - Received ACH (2 @ \$0.10 - From 4206) - May 2021	1.00	(0.20)	33,309,095.83
06/02/21	06/02/21	SFMS Fr:Oregon Health Authority Mental Health Tax	1.00	670.93	33,309,766.76
06/02/21	06/02/21	Redemption - ACH Redemption	1.00	(500,000.00)	32,809,766.76
06/04/21	06/04/21	Transfer to Blue Mountain Community College - BLUE MOUNTAIN COMMUNITY COLLEGE	1.00	(17,222.65)	32,792,544.11
06/04/21	06/04/21	Transfer to Boardman, City of - BOARDMAN CITY OF / CENTRAL URA	1.00	(678.36)	32,791,865.75
06/04/21	06/04/21	Transfer to Boardman, City of - BOARDMAN CITY OF/ WEST URA	1.00	(654.42)	32,791,211.33
06/04/21	06/04/21	Transfer to Boardman Park and Recreation - BOARDMAN PARK AND RECREATION	1.00	(3,117.94)	32,788,093.39
06/04/21	06/04/21	Transfer to Boardman Park and Recreation - BOARDMAN PARK & REC/RECREATION CENTER	1.00	(7,256.11)	32,780,837.28
06/04/21	06/04/21	Transfer to Boardman, City of - BOARDMAN CITY OF	1.00	(20,880.02)	32,759,957.26
06/04/21	06/04/21	Transfer to Morrow County School District #1 - MORROW COUNTY SCHOOL DISTRICT #1	1.00	(71,698.99)	32,688,258.27
06/04/21	06/04/21	Transfer to InterMountain Education Service Dis - INTERMOUNTAIN ESD	1.00	(12,007.41)	32,676,250.86
06/04/21	06/04/21	Transfer to Ione School District #2 - IONE SCHOOL DISTRICT #2	1.00	(8,953.84)	32,667,297.02
06/07/21	06/07/21	Redemption - ACH Redemption	1.00	(46.25)	32,667,250.77
06/10/21	06/10/21	Redemption - ACH Redemption	1.00	(500,000.00)	32,167,250.77
06/14/21	06/14/21	SFMS Fr:Oregon Health Authority CFAA Monthly Allotment	1.00	86,914.81	32,254,165.58
06/16/21	06/16/21	SFMS Fr:Oregon Health Authority Oregon Contraceptive Care (CCare)	1.00	2,754.49	32,256,920.07
06/16/21	06/16/21	Redemption - ACH Redemption	1.00	(500,000.00)	31,756,920.07



Account Statement

For the Month Ending **June 30, 2021**

MORROW CO - MORROW COUNTY - 4206

Trade Date	Settlement Date	Transaction Description	Share or Unit Price	Dollar Amount of Transaction	Balance
Oregon LGIP					
06/17/21	06/17/21	ODOT - ODOT PYMNT	1.00	120,359.23	31,877,279.30
06/17/21	06/17/21	SFMS Fr:Oregon Health Authority CFAA Special Payments	1.00	25,000.00	31,902,279.30
06/17/21	06/17/21	SFMS Fr:Administrative Services, Dept of County Cigarette Tax	1.00	660.50	31,902,939.80
06/18/21	06/18/21	ODOT - ODOT PYMNT	1.00	27,049.43	31,929,989.23
06/18/21	06/18/21	SFMS Fr:Administrative Services, Dept of Coronavirus Relief Fund - #21.019	1.00	82,026.25	32,012,015.48
06/18/21	06/18/21	SFMS Fr:Administrative Services, Dept of Amusement Tax	1.00	44.09	32,012,059.57
06/24/21	06/24/21	Redemption - ACH Redemption	1.00	(200,000.00)	31,812,059.57
06/25/21	06/25/21	SFMS Fr:Oregon Health Authority OHA public Health Program	1.00	19,201.02	31,831,260.59
06/29/21	06/29/21	Redemption - ACH Redemption	1.00	(55.00)	31,831,205.59
06/30/21	07/01/21	Accrual Income Div Reinvestment - Distributions	1.00	15,890.04	31,847,095.63
Closing Balance					31,847,095.63

	Month of June	Fiscal YTD July-June		
Opening Balance	33,302,154.73	19,646,978.63	Closing Balance	31,847,095.63
Purchases	387,512.39	50,475,833.99	Average Monthly Balance	32,221,907.58
Redemptions	(1,842,571.49)	(38,275,716.99)	Monthly Distribution Yield	0.60%
<hr/>				
Closing Balance	31,847,095.63	31,847,095.63		
Dividends	15,890.04	206,967.48		

FUND	ACCOUNT#	ACCOUNT NAME	BEGINNING BALANCE	CURRENT ACTIVITY	CURRENT BALANCE
<u>CLAIM ON CASH</u>					
101-100-1-10-1500	GENERAL FC W/TREASURER	11,714,076.19 (	295,208.71)	11,418,867.48
200-100-1-10-1500	HERITAGE TRAIL FC W/TREAS	17,989.33	9.01	17,998.34	
201-100-1-10-1500	ROAD EQUIP FC W/TREASURER	997,169.91 (	593,888.13)	403,281.78
202-100-1-10-1500	ROAD FC W/TREASURER	5,479,147.29 (	217,359.85)	5,261,787.44
203-100-1-10-1500	FINLEY BUTTES FC W/TREASURER	1,336,786.78	48,560.06	1,385,346.84	
204-100-1-10-1500	YOUTH/CHILD FC/TREASURER	66,157.92	0.00	66,157.92	
205-100-1-10-1500	AIRPORT FC W/TREASURER	107,425.65 (	4,109.08)	103,316.57
206-100-1-10-1500	LAW LIBRARY FC W/TREASURER	32,001.35 (	204.03)	31,797.32
207-100-1-10-1500	911 FC W/TREASURER	317,503.44	85,314.58	402,818.02	
208-100-1-10-1500	SURVEYOR PRES FC/TREASURER	255,904.36	1,715.16	257,619.52	
209-100-1-10-1500	CSEPP FC W/TREASURER	0.00	0.00	0.00	
210-100-1-10-1500	FINLEY BUTTES LIC. FC W/TREAS	643,306.00	190,557.14	833,863.14	
211-100-1-10-1500	MCSD CO SCHOOL FC W/TREAS	28,778.05 (	28,551.47)	226.58
212-100-1-10-1500	ISD COMMON SCH FC W/TREASURER	2,317.23 (	2,292.21)	25.02
214-100-1-10-1500	FAIR FC W/TREASURER	317,140.32 (	5,211.48)	311,928.84
215-100-1-10-1500	COMP EQUIP FC W/TREASURER	66,638.62	33.39	66,672.01	
216-100-1-10-1500	STF FC W/TREASURER	645,653.05 (	19,593.99)	626,059.06
217-100-1-10-1500	PROGRAMMING RES FC W/TREASURER	31,085.54	15.58	31,101.12	
218-100-1-10-1500	ENFORCEMENT FC W/TREAS	22,132.33 (	58.41)	22,073.92
219-100-1-10-1500	VIDEO LOTTERY FC W/TREAS	52,923.56 (	5,895.97)	47,027.59
220-100-1-10-1500	VICTIM/WITNESS FC W/TREAS	17,892.98 (	7,219.80)	10,673.18
222-100-1-10-1500	WILLOW CREEK FEES FC W/TREAS	45,908.03	23.00	45,931.03	
223-100-1-10-1500	CAMI GRANT FC W/TREAS	39,962.53	20.02	39,982.55	
224-100-1-10-1500	WEED EQUIP RES. FC W/TREAS	20,767.90	10.41	20,778.31	
225-100-1-10-1500	STF VEHICLE FC W/TREAS	115,494.75	57.87	115,552.62	
226-100-1-10-1500	FAIR ROOF FC W/TREAS	24,876.37	12.46	24,888.83	
227-100-1-10-1500	HEPPNER ADMIN BLDG FC W/TREAS	4,791,051.92 (	307,000.03)	4,484,051.89
228-100-1-10-1500	SAFETY COMMITTEE FC W/TREAS	15,657.27 (	2,210.80)	13,446.47
229-100-1-10-1500	BLEACHER RESERVE FC W/TREAS	25,797.35	12.93	25,810.28	
230-100-1-10-1500	RODEO FC W/TREAS	10,000.00	0.00	10,000.00	
231-100-1-10-1500	JUSTICE COURT FC W/TREAS	86,543.69 (	15,676.89)	70,866.80
233-100-1-10-1500	CLERKS RECORD FC W/TREAS	21,407.09	187.27	21,594.36	
234-100-1-10-1500	DUII IMPACT FC W/TREAS	29,621.51	14.84	29,636.35	
236-100-1-10-1500	FAIR IMPROV. FUND FC W/TREAS	21,178.80	10.61	21,189.41	
237-100-1-10-1500	BUILDING PERMIT FC W/TREAS	1,095,640.49	549.00	1,096,189.49	
238-100-1-10-1500	PARK FC W/TREAS	52,267.18	163,745.50	216,012.68	
240-100-1-10-1500	EQUITY FC W/TREAS	305,027.46	152.84	305,180.30	
241-100-1-10-1500	BUILDING RESERVE FC W/TREAS	1,098,302.30	550.33	1,098,852.63	
243-100-1-10-1500	LIQUOR CONTROL FC W/TREAS	872.70	0.44	873.14	
245-100-1-10-1500	WPF FC W/TREASURER	257.73	0.00	257.73	
321-100-1-10-1500	FOREST SERVICE FC W/TREAS	81,738.31	40.96	81,779.27	
322-100-1-10-1500	COURT SECURITY FC W/TREAS	88,648.80	1,449.12	90,097.92	
500-100-1-10-1500	ECHO WINDS FC W/TREAS	17,693.22	8.87	17,702.09	
501-100-1-10-1500	SHEPHERDS FLAT FC W/TREAS	11,356.72	5.69	11,362.41	
502-100-1-10-1500	MO CO ENTERPRIZE ZO FC W/TREAS	0.00	0.00	0.00	
504-100-1-10-1500	STO FC W/TREAS	17,753.69	142,633.67	160,387.36	
505-100-1-10-1500	IONE/LEX CEM-IRRIG FC W/TREAS	0.00	0.00	0.00	
510-100-1-10-1500	P & P FC W/TREAS	381,503.81 (	17,322.67)	364,181.14
514-100-1-10-1500	IONE SD B & I FC W/TREAS	1,337.59	375.45	1,713.04	

FUND	ACCOUNT#	ACCOUNT NAME	BEGINNING BALANCE	CURRENT ACTIVITY	CURRENT BALANCE
515-100-1-10-1500	BOARDMN URB REN FC W/TREAS		531.55	146.81	678.36
516-100-1-10-1500	RADIO DIST FC W/TREAS		2,617.97	728.40	3,346.37
519-100-1-10-1500	WEST BOARDMN URA FC W/TREAS		514.82	139.60	654.42
521-100-1-10-1500	PGE CARTY FC W/TREAS		51,889.24	26.00	51,915.24
522-100-1-10-1500	SHERIFF RES FUND/TREAS		15,841.73 (	860.65)	14,981.08
540-100-1-10-1500	RESILIENCY FUND W/TREAS		9,982.00	0.00	9,982.00
617-100-1-10-1500	MO CO HEALTH DIST FC W/TREAS		14,115.50	3,924.12	18,039.62
618-100-1-10-1500	IRRIGON SEWER FC W/TREAS		0.00	0.00	0.00
619-100-1-10-1500	WEST EXTENSION FC W/TREAS		0.00	0.00	0.00
620-100-1-10-1500	BLACK MNT FC W/TREAS		0.09	0.00	0.09
621-100-1-10-1500	CITY OF BOARDMAN B & I FC W/TR		2,555.91	721.49	3,277.40
622-100-1-10-1500	CITY OF HEPPNER B & I FC W/TRE		0.00	0.00	0.00
623-100-1-10-1500	CITY OF IRRIGON B & I FC W/TRE		1,290.18	366.64	1,656.82
624-100-1-10-1500	CITY OF LEXINGTON B & I FC W/T		17,674.74	119.92	17,794.66
625-100-1-10-1500	BOARDMAN PARK & REC B & I		0.00	0.00	0.00
626-100-1-10-1500	MAN. STRUCTURE OMBUDSMAN		36.09	10.16	46.25
628-100-1-10-1500	WILLOW CREEK PARK B & I FC W/T		3,613.30	1.81	3,615.11
629-100-1-10-1500	PORT OF MORROW B & I FC W/TREA		0.00	0.00	0.00
630-100-1-10-1500	PORT OF MORROW FC W/TREAS		1,295.40	360.41	1,655.81
631-100-1-10-1500	CITY OF BOARDMAN FC W/TREAS		13,757.13	3,845.49	17,602.62
632-100-1-10-1500	CITY OF HEPPNER FC W/TREAS		2,833.45	788.71	3,622.16
633-100-1-10-1500	CITY OF IONE FC W/TREAS		455.10	126.66	581.76
634-100-1-10-1500	CITY OF IRRIGON FC W/TREAS		1,409.51	393.39	1,802.90
635-100-1-10-1500	CITY OF LEXINGTON FC W/TREAS		216.64	62.42	279.06
636-100-1-10-1500	BOARDMAN RFPD FC W/TREAS		8,571.16	2,387.17	10,958.33
638-100-1-10-1500	HEPPNER RFPD FC W/TREAS		431.72	120.79	552.51
639-100-1-10-1500	IRRIGON RFPD FC W/TREAS		856.37	237.72	1,094.09
640-100-1-10-1500	IONE RFPD FC W/TREAS		916,385.81 (	155,850.19)	760,535.62
641-100-1-10-1500	S GILLIAM RFPD FC W/TREAS		128.08	1.07	129.15
642-100-1-10-1500	BOARDMAN CEMETERY FC W/TREAS		231.33	64.13	295.46
643-100-1-10-1500	HEPPNER CEMETERY FC W/TREAS		361.79	101.08	462.87
644-100-1-10-1500	IONE-LEX CEMETERY FC W/TREAS		426.02	117.85	543.87
645-100-1-10-1500	IRRIGON CEMETERY FC W/TREAS		162.82	45.05	207.87
646-100-1-10-1500	WILLOW CREEK PARK FC W/TREAS		1,143.38	317.20	1,460.58
647-100-1-10-1500	BOARDMAN PARK FC W/TREAS		2,441.11	676.83	3,117.94
648-100-1-10-1500	IRRIGON PARK FC W/TREAS		646.99	178.97	825.96
649-100-1-10-1500	BOARDMAN PK B&I FC W/TREASURER		5,666.63	1,589.48	7,256.11
650-100-1-10-1500	MO CO UNIFIED REC FC W/TREAS		1,002,529.42 (	340,556.18)	661,973.24
651-100-1-10-1500	HEPPNER WATER CONTROL FC W/TRE		68.94	19.22	88.16
652-100-1-10-1500	MO CO SCHOOL DIST FC W/TREAS		55,902.27	15,570.14	71,472.41
653-100-1-10-1500	MO CO SCHOOL B & I FC W/TREAS		2,170,356.13 (	1,990,950.59)	179,405.54
654-100-1-10-1500	UMATILLA-MORROW ESD FC W/TREAS		9,393.19	2,614.22	12,007.41
655-100-1-10-1500	CHAPLAINCY PROG FC W/TREAS		14.44	0.01	14.45
656-100-1-10-1500	IONE-LEX CEM PERP FC W/TREAS		0.00	0.00	0.00
657-100-1-10-1500	IONE-LEX CEM EQUIP FC W/TREAS		0.00	0.00	0.00
658-100-1-10-1500	BMCC FC W/TREASURER		10,087.48	2,807.45	12,894.93
659-100-1-10-1500	BMCC B & I FC W/TREASURER		3,384.27	943.45	4,327.72
660-100-1-10-1500	NORTH MO VECTOR CONT FC W/TREA		3,309.59	920.84	4,230.43
662-100-1-10-1500	IONE LIBRARY DIST FC W/TREAS		361.38	99.82	461.20
663-100-1-10-1500	OREGON TRAIL LIB FC W/TREAS		3,328.76	926.98	4,255.74
665-100-1-10-1500	STATE & FED WILDLIFE FC W/TREA		3,112.00	0.00	3,112.00

MORROW COUNTY, OREGON
 POOLED CASH REPORT (FUND 999)
 AS OF: MAY 31ST, 2021

FUND ACCOUNT#	ACCOUNT NAME	BEGINNING BALANCE	CURRENT ACTIVITY	CURRENT BALANCE
666-100-1-10-1500	STATE FIRE PATROL FC W/TREAS	1,218.59	342.47	1,561.06
667-100-1-10-1500	EOTT FC W/TREASURER	0.00	0.00	0.00
668-100-1-10-1500	TAX APPEALS FC W/TREAS	380,874.88	190.85	381,065.73
669-100-1-10-1500	SCHOLARSHIP TRUST FC W/TREAS	10,990.75	5.51	10,996.26
670-100-1-10-1500	ADV COLL 04-05 FC W/TREAS	1,843.68	0.92	1,844.60
671-100-1-10-1500	ADV COLL 03-04 FC W/TREAS	0.00	0.00	0.00
672-100-1-10-1500	ADV COLL 05-06 FC W/TREAS	4,345.49	2.18	4,347.67
673-100-1-10-1500	PREPAID TAX FC W/TREAS	0.00	0.00	0.00
674-100-1-10-1500	SALE OF CO LAND FC W/TREAS	0.00	0.00	0.00
675-100-1-10-1500	TREASURER TRUST FC W/TREAS	1,158.98	0.58	1,159.56
676-100-1-10-1500	IONE RFPD RESERVE FC W/TREAS	119,115.44	150,113.03	269,228.47
678-100-1-10-1500	STATE ADMIN CONT FC W/TREAS	0.00	0.00	0.00
680-100-1-10-1500	PERSONAL PROPERTY SALES FC W/T	0.00	0.00	0.00
681-100-1-10-1500	COUNTY A & T FC W/TREAS	5,675.09	6,339.70	12,014.79
682-100-1-10-1500	STATE FIRE FC W/TREAS	0.00	0.00	0.00
683-100-1-10-1500	PILOT ROCK RFPD FC W/TREAS	2,102.45	17.56	2,120.01
684-100-1-10-1500	FINLEY BUTTES CLOSURE FC W/TRE	1,271,090.47	636.92	1,271,727.39
685-100-1-10-1500	STATE HOUSING FC W/TREAS	12,909.55	10,569.32	23,478.87
686-100-1-10-1500	IONE LIBRARY BLDG FC W/TREAS	99,969.87	10,054.30	110,024.17
687-100-1-10-1500	FINLEY BUTTES TRUST FC W/TREAS	0.00	0.00	0.00
688-100-1-10-1500	IONE SCHOOL DIST FC W/TREAS	5,653.60	1,562.18	7,215.78
690-100-1-10-1500	HEPPNER RURAL FIRE DIST BOND	211.83	59.92	271.75
691-100-1-10-1500	CITY OF HEPPNER BND FC W/TREAS	306.52	86.54	393.06
693-100-1-10-1500	IRRIGON TIPPAGE FC W/TREAS	0.00	0.00	0.00
695-100-1-10-1500	M.C. RET. PLAN TR. FC W/TREAS	30,380.60	30,380.60	0.00
697-100-1-10-1500	UNSEG TAX INT FC W/TREAS	0.00	0.00	0.00
698-100-1-10-1500	INTEREST EARNED FC W/TREAS	0.00	0.00	0.00
699-100-1-10-1500	UNSEGREGATED TAX FC W/TREAS	0.00	0.00	0.00
TOTAL CLAIM ON CASH		36,840,476.33	(3,182,852.05)	33,657,624.28

CASH IN BANK - POOLED CASH

999-100-1-10-1501	AP POOLED BEO	1,571,281.02	(1,237,522.69)	333,758.33
999-100-1-10-1502	PAYROLL BEO	11,728.94	1.49	11,730.43
999-100-1-10-1503	STATE TREASURY POOL	35,247,485.58	(1,945,330.85)	33,302,154.73
999-100-1-10-1504	CERTIFICATES OF DEPOSIT	0.00	0.00	0.00
999-100-1-10-1505	WELLS FARGO INVESTMENTS	0.00	0.00	0.00
999-100-1-10-1506	UNION BANK OF CALIFORNIA	0.00	0.00	0.00
999-100-1-10-1507	COMMUNITY BANK	100.20	0.00	100.20
999-100-1-10-1508	US BANK	0.00	0.00	0.00
SUBTOTAL CASH IN BANK - POOLED CASH		36,830,595.74	(3,182,852.05)	33,647,743.69

WAGES PAYABLE

999-100-2-60-6001	WAGES PAYABLE	0.00	0.00	0.00
SUBTOTAL WAGES PAYABLE		0.00	0.00	0.00

TOTAL CASH IN BANK - POOLED CASH		36,830,595.74	(3,182,852.05)	33,647,743.69
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Morrow County Cultural Coalition Agreement

I, _____ agree to use the Morrow County Cultural Coalition grant of \$_____ to complete the proposed _____ project.

Any unused funds will be returned to the coalition. A final report, with receipts for the project, will be completed and sent to the Coalition by October 15, 2021.

All publicity, visual or oral, for this project shall be accompanied by: "This project is supported in part by the Oregon Cultural Trust." The logotype of the Oregon Cultural Trust will be used in all published materials (print, electronic, online, promotional, and educational) related to the project and in accordance with the Cultural Trust's style guide. The acknowledgement must stand-alone and not be combined with acknowledgements of funding from other private or public sources.

Signature of applicant:

Address of applicant:

Date:

Email:

Please fill out the above form and return to:

Morrow County Cultural Coalition
c/o Jaylene Papineau-Morrow County Treasurer
PO Box 37
Heppner, OR 97836

INVOICE

DATE: June 30, 2021
INVOICE # 1
FOR: MCCC GRANT
AWARD

DESCRIPTION	AMOUNT
Grant Award	\$ 2,000.00
TOTAL	\$ 2,000.00

GL #101-199-5-20-2539

INVOICE

DATE: June 30, 2021
INVOICE # 1
FOR: *MCCC GRANT
 AWARD*

DESCRIPTION	AMOUNT
Grant Award	\$ 500.00
TOTAL	\$ 500.00

GL #101-199-5-20-2539

INVOICE

DATE: June 30, 2021
INVOICE # 1
FOR: MCCC GRANT
 AWARD

DESCRIPTION	AMOUNT
Grant Award	\$ 600.00
TOTAL	\$ 600.00

GL #101-199-5-20-2539

INVOICE

DATE: June 30, 2021
INVOICE # 1
FOR: *MCCC GRANT
 AWARD*

DESCRIPTION	AMOUNT
Grant Award	\$ 1,500.00
TOTAL	\$ 1,500.00

GL #101-199-5-20-2539

bc



MORROW COUNTY JUSTICE COURT

P.O. Box 130
Irrigon, OR 97844
541-922-4082
(Fax) 541-922-3472

P.O. Box 1125
Heppner, OR 97836
541-676-5644
(Fax) 541-676-5660

Court Clerks
Gabriela Perches
Robin Jones

Glen G. Diehl
Justice of the Peace

Justice Court
Quarterly Report
July 01, 2021

1. Distribution of Fines and Assessments for the months of April, May and June, 2021
2. Dealing with the pandemic.
 - a. The Court staff has continued to work diligently and as efficiently as possible during this time, and are looking forward to working in a less restrictive environment as the State starts getting back to normal (?)
 - b. We are still seeing an alarming trend in triple digit speeding violations as well as failure to appear cases.
3. My staff continues to look for the best options for moving towards a paperless system to increase our efficiency and save monies for the County.

Thank you.

Sincerely,

Glen G. Diehl
Justice of the Peace

IRRIGON IRRIGON COURT
THIRD & MAIN PO BOX 130
IRRIGON, OREGON 97844

JCDIS2

DISTRIBUTION OF FINES AND ASSESSMENTS
4/01/21 - 4/31/21

DOCKET CODE/ DESCRIPTION	TOTAL AMOUNT	CITY SHARE	COURT COSTS	COUNTY SHARE	JAIL ASSESS	STATE SHARE	IDP FEES	LEMLA	SUPPL. ASSESS	ALL OTHER
* SMALL CLAIMS	37.00	.00	37.00	.00	.00	.00	.00	.00	.00	.00
I CITY OF BOARDMA	1044.00	.00	55.00	862.00	34.00	37.00	.00	2.00	4.00	50.00
O COUNTY OFFICER	25587.50	.00	1155.80	19358.46	1316.00	258.00	.00	8.00	160.00	3331.24
T STATE OFFICER	34046.92	.00	616.00	13142.76	1605.00	13354.16	.00	.00	202.00	5127.00
Z DUII	3917.17	.00	1293.50	2228.17	126.00	.00	.00	.00	12.00	257.50
W STATE WEIGHMAST	82.00	.00	50.00	14.00	16.00	.00	.00	.00	2.00	.00
V MISD.	744.99	.00	310.00	358.00	13.00	.00	.00	.00	2.00	61.99
S SMALL CLAIMS	265.00	.00	.00	197.00	16.00	.00	.00	.00	2.00	50.00
F MARIJUANA LESS	25.00	.00	.00	25.00	.00	.00	.00	.00	.00	.00
D ANIMAL VIOLATIO	500.00	.00	50.00	292.00	32.00	.00	.00	.00	6.00	120.00
** COLUMN TOTALS **	66249.58 *	.00 *	3567.30 *	36477.39 *	3158.00 *	13649.16 *	.00 *	10.00 *	390.00 *	8997.73 *

CITY SHARE BREAKDOWN	COUNTY SHARE BREAKDOWN	STATE SHARE BREAKDOWN	MISCELLANEOUS OTHER
FINE SHARE..... .00	FINE SHARE..... 36412.39	FINE SHARE..... 13540.16	OTHER..... .00
COURT COSTS..... .00	COURT COSTS..... 112.00	UNITARY AS..... 109.00	COMP. FINES..... 65.00
CLERK COSTS..... .00	CLERK COSTS..... 20.00	DMV FEES..... .00	RESTITUTION..... 4.99
	JAIL 60% 85.20	STATE MISC ..... .00	
SUPPL ASSESS..... .00	SUPPL ASSESS..... 390.00	DWS CONV FEE..... .00	
	JAIL HB2562..... 3016.00	STATE OBLIG ..... .00	
NON-COST COURT... .00	NON-COST COURT... 1876.80	VICTIM ASSIST..... .00	
	SMALL CLAIMS..... .00	JAIL 40% 56.80	
COURT SECURITY... .00	COURT SECURITY... .00	LEMLA..... 10.00	REFUNDS..... 1594.83
	OFFENSE SURCHG... 45.00	IDP..... .00	COLL. AGY..... .00
	ATTORNEY FEES... 1578.50	COURT SECURITY... 14.00	
TOTAL CITY .00 **	TOTAL COUNTY 43535.89 **	SECTION 6B-CFA 8913.74	
		TOTAL STATE 22643.70 **	

I CERTIFY THAT THIS IS A TRUE STATEMENT OF FINES LEVIED AND COLLECTED AND BAIL
BONDS FORFEITED IN THIS COURT DURING THE MONTH OF APRIL, 2021

SIGNED

TITLE--JUSTICE CT JUDGE DATE 5/03/21

IRRIGON IRRIGON COURT
THIRD & MAIN PO BOX 130
IRRIGON, OREGON 97844

JCDIS2

DISTRIBUTION OF FINES AND ASSESSMENTS
5/01/21 - 5/31/21

DOCKET CODE/ DESCRIPTION	TOTAL AMOUNT	CITY SHARE	COURT COSTS	COUNTY SHARE	JAIL ASSESS	STATE SHARE	IDP FEES	LEMLA	SUPPL. ASSESS	ALL OTHER
I CITY OF BOARDMA	195.00	.00	75.00	118.00	.00	.00	.00	.00	2.00	.00
O COUNTY OFFICER	16212.52	.00	631.00	12535.90	828.00	.00	.00	.00	104.00	2113.62
T STATE OFFICER	23971.00	.00	606.00	9633.66	1105.00	9111.34	.00	.00	142.00	3373.00
Z DUII	5110.00	.00	315.00	4484.50	32.00	50.00	.00	5.00	4.00	229.50
G FISH & GAME	115.00	.00	.00	23.50	16.00	23.50	.00	.00	2.00	50.00
V MISD.	3989.00	.00	1024.00	1598.00	36.00	.00	.00	.00	6.00	1325.00
D ANIMAL VIOLATIO	150.00	.00	.00	110.00	.00	.00	.00	.00	.00	40.00
** COLUMN TOTALS **	49742.52 *	.00 *	2651.00 *	28503.56 *	2017.00 *	9184.84 *	.00 *	5.00-*	260.00 *	7131.12 *

CITY SHARE BREAKDOWN	COUNTY SHARE BREAKDOWN	STATE SHARE BREAKDOWN	MISCELLANEOUS OTHER
FINE SHARE..... .00	FINE SHARE..... 28306.56	FINE SHARE..... 9134.84	OTHER..... .00
COURT COSTS..... .00	COURT COSTS..... 120.00	UNITARY AS..... 50.00	COMP. FINES..... 185.00
CLERK COSTS..... .00	CLERK COSTS..... 197.00	DMV FEES..... .00	RESTITUTION..... 1175.00
	JAIL 60% ..... .00	STATE MISC ..... .00	
SUPPL ASSESS..... .00	SUPPL ASSESS..... 260.00	DWS CONV FEE..... .00	
	JAIL HB2562..... 2017.00	STATE OBLIG ..... .00	
NON-COST COURT... .00	NON-COST COURT... 1312.00 *	VICTIM ASSIST..... .00	
	SMALL CLAIMS..... .00	JAIL 40% ..... .00	
COURT SECURITY... .00	COURT SECURITY... .00	LEMLA..... 5.00-	REFUNDS..... 700.00
	ATTORNEY FEES..... 1219.00	IDP..... .00	COLL. AGY. .... .00
TOTAL CITY	TOTAL COUNTY	COURT SECURITY... .00	
.00 **	33431.56 **	SECTION 6B-CFA 5771.12	
		TOTAL STATE 14950.96 **	

I CERTIFY THAT THIS IS A TRUE STATEMENT OF FINES LEVIED AND COLLECTED AND BAIL BONDS FORFEITED IN THIS COURT DURING THE MONTH OF MAY, 2021

SIGNED

TITLE--JUSTICE CT JUDGE DATE 6/03/21

IRRIGON IRRIGON COURT
THIRD & MAIN PO BOX 130
IRRIGON, OREGON 97844

JCDIS2

DISTRIBUTION OF FINES AND ASSESSMENTS
6/01/21 - 6/30/21

DOCKET CODE/ DESCRIPTION	TOTAL AMOUNT	CITY SHARE	COURT COSTS	COUNTY SHARE	JAIL ASSESS	STATE SHARE	IDP FEES	LEMLA	SUPPL. ASSESS	ALL OTHER
I CITY OF BOARDMA	108.00	.00	25.00	58.00	.00	25.00	.00	.00	.00	.00
O COUNTY OFFICER	16427.58	.00	160.00	11926.79	944.00	.00	.00	.00	118.00	3278.79
T STATE OFFICER	23982.60	.00	139.00	9453.10	1008.00	9694.50	.00	.00	124.00	3564.00
Z DUII	3119.03	.00	984.00	1933.03	48.00	10.00	.00	.00	6.00	138.00
G FISH & GAME	115.00	.00	.00	23.50	16.00	23.50	.00	.00	2.00	50.00
V MISD.	2257.00	.00	707.00	1114.00	32.00	.00	.00	.00	4.00	400.00
D ANIMAL VIOLATIO	515.00	.00	.00	262.00	11.66	.00	.00	.00	2.00	239.34
** COLUMN TOTALS **	46524.21 *	.00 *	2015.00 *	24770.42 *	2059.66 *	9753.00 *	.00 *	.00 *	256.00 *	7670.13 *

CITY SHARE BREAKDOWN	COUNTY SHARE BREAKDOWN	STATE SHARE BREAKDOWN	MISCELLANEOUS OTHER
FINE SHARE..... .00	FINE SHARE..... 24770.42	FINE SHARE..... 9718.00	OTHER..... .00
COURT COSTS..... .00	COURT COSTS..... 130.00	UNITARY AS..... 35.00	COMP. FINES..... .00
CLERK COSTS..... .00	CLERK COSTS..... .00	DMV FEES..... .00	RESTITUTION..... 489.34
	JAIL 60% ..... .00	STATE MISC ..... .00	
SUPPL ASSESS..... .00	SUPPL ASSESS..... 256.00	DWS CONV FEE..... .00	
	JAIL HB2562..... 2059.66	STATE OBLIG ..... .00	
NON-COST COURT... .00	NON-COST COURT... 299.00	VICTIM ASSIST..... .00	
	SMALL CLAIMS..... .00	JAIL 40% ..... .00	
COURT SECURITY... .00	COURT SECURITY... .00	LEMLA..... .00	REFUNDS..... 1760.00
	ATTORNEY FEES..... 1586.00	IDP..... .00	COLL. AGY..... .00
TOTAL CITY .00 **	TOTAL COUNTY 29101.08 **	COURT SECURITY... .00	
		SECTION 6B-CFA 7180.79	
		TOTAL STATE 16933.79 **	

I CERTIFY THAT THIS IS A TRUE STATEMENT OF FINES LEVIED AND COLLECTED AND BAIL
BONDS FORFEITED IN THIS COURT DURING THE MONTH OF

SIGNED

TITLE--JUSTICE CT JUDGE DATE 7/07/21



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

(For BOC Use)
Item #
6d

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

Presenter at BOC: Linda Skendzel
Department: Veterans Services
Short Title of Agenda Item:
(No acronyms please)

Date submitted to reviewers: 7/8/2021
Requested Agenda Date: 7/14/2021

Oregon Department of Veterans Affairs Quarterly Activity Report

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 type="checkbox"/> Contract/Agreement | <input checked="" type="checkbox"/> Other Written Report |

☒ 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:

Linda Skendzel 7/7/2021 Department Director

Required for all BOC meetings

 DATE Administrator

Required for all BOC meetings

DATE County Counsel

*Required for all legal documents

DATE Finance Office

*Required for all contracts; other items as appropriate.

DATE Human Resources

*If appropriate

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

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

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

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

4th Quarter Activity Report

2. FISCAL IMPACT:

n/a

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

Review

☒ Attach additional background documentation as needed.

COUNTY VETERANS' SERVICES PROGRAM QUARTERLY REPORT OF ACTIVITIES

Important Submission Instructions

ODVA Form VS0914 COUNTY VETERANS' SERVICES PROGRAM QUARTERLY REPORT OF ACTIVITIES is used to report the work load and outreach for a county's veterans' services program each quarter. Please submit, along with your report of expenditures, to the address below, fax to 1-503-373-2393, or email to: CVSO-NSOFunding@ODVA.state.or.us

Reports are due NO LATER THAN the last working day of the month following the end of the fiscal quarter.

Submit to: Oregon Department of Veterans' Affairs Statewide Veteran Services 700 Summer Street NE Salem, Oregon 97301-1285	<input type="checkbox"/> 1 st Quarter (July, August, September) <input type="checkbox"/> 2 nd Quarter (October, November, December) <input type="checkbox"/> 3 rd Quarter (January, February, March) <input checked="" type="checkbox"/> 4 th Quarter (April, May, June)
Name of County	Time Period
MORROW	July 1, 2020 through June 30, 2021

INTERVIEW PROCESS

Interviews are face-to-face interactions with a veteran and/or family member, either in the office or out of the office. These are not requests for information handled by a receptionist or casual conversations held at an outreach event. Enough information must be gathered to document the interaction into VetraSpec.

Total In-Office Interviews	Total Out-of-Office Interviews	Total Interviews for Quarter
85*	0	85

CLAIMS/APPEALS/BENEFIT AWARDS

Claims information is gathered from VetraSpec reports only, for clients under ODVA Power of Attorney.

Original USDVA Form 526, 527, or 534 filed this quarter:	12
Original USDVA Form 1010EZ/1010EZR (enrollment for health care) filed:	6
USDVA Form 21-0995 (decision review/supplemental claim) filed:	1
NOD/VA Form 9/VA Form 0996/VA Form 10182 filed:	1
Total Amounts this Qtr (new monthly awards): \$ 992.04	Retroactive Awards for the Quarter: \$ 26,643.83

OUTREACH CONDUCTED

Outreach events are outside normal locations. Time spent in a scheduled satellite office is not counted as outreach. Outreach must be to more than one person. No matter the number of VSOs present, one location equals one event. A home visit is not outreach; it is an out-of-office interview.

The goal of outreach is an eventual increase in subsequent interviews, claims filed, and benefits awarded, as well as connecting that veteran or family member with other beneficial programs in your county.

Location of Event	Other Departments/services Attending	Approximate Number of People Attending
Virtual LCAC meetings	Health care & other service providers	20
Virtual Resource round table events	Health care & other service providers	30+
Veterans Coffee, Irrigon	CCS	3
CCS Veterans focus group - Virtual	Mental health providers, CVSOs, vets	8
Virtual Home 4 Hope- Virtual	Various service providers	28+
Heppner T & C - Veterans Table	veterans, community, business owners	175

COUNTY VETERANS' SERVICES PROGRAM QUARTERLY REPORT OF ACTIVITIES

OTHER SERVICES PERFORMED
Other services performed outside of applications for VA benefits. For example: assistance with housing, clothing allowance, VA medical billing issues, transportation solutions, overpayment, assistance applying for other benefits (e. g., SSI), etc.
Assisted with emergency utility services, referral & follow up.
VA Prosthetics Dept. referral. Inquiry re: The Dalles Veterans Home, provided information & referral.
Hearing aid difficulties- referral to WWVAMC Audiology. Assistance with 1010CG family caregiver program form.
Various referrals to other community providers, depending on need.
Assisted vet considering moving to Morrow Co. Referrals to Veterans transportation program & assist with scheduling.
Referrals to community partners for housekeeping/caregivers.
Worked with community PCP to complete HB/A&A forms.
Medical billing issues. VA home loan assistance.
Please list below any veteran or non-veteran specific meetings attended. These meetings serve to get veteran information to other county offices, as well as assist the VSO to become familiar with services available outside the USDVA. Examples are Homeless Veteran Task Force, Rotary Club, Lions Club, Elks Club, or County Transportation Boards.
Virtual VA Town Hall, WWVAMC
EOCCO/LCAC meetings, Mental Health Advisory Board meeting, Senator Wyden Town Hall
Safety Committee, Affordable Housing, Department Long Term Planning,
Local Public Safety Coordinating Council(LPSCC)
Association of Oregon Counties - Veterans Steering Committee meeting, Domestic Violence Services Meeting
Please list below any Conferences or Training events attended.
Lines for Life-Military Culture & Suicide Prevention, DOD Suicide Prevention Conference
NVLSP- Clear & Unmistakable Error
NVLSP- Webinar- Rating of Musculoskeletal Disabilities
8 New POAs (total currently 610)

Please attach a blank page to add any additional activities or innovations your office performed or accomplished this quarter.

CERTIFICATION AND SIGNATURE	
This report is submitted to qualify for funds available from the Oregon Department of Veterans' Affairs and is certified to be true and correct to the best of my knowledge and belief.	
County Veterans' Service Officer Signature	Date Signed
	7/7/2021

Correspondence



Federal Emergency Management Agency

Washington, D.C. 20472

July 12, 2021

CERTIFIED MAIL
RETURN RECEIPT REQUESTED

Mr. Don Russell
Chair, Morrow County Board of Commissioners
P.O. Box 788
Heppner, OR 97836

IN REPLY REFER TO:

Case No.: 21-10-0432R
Community Name: Morrow County, OR
Community No.: 410173

Dear Mr. Russell:

We are providing our comments with the enclosed Conditional Letter of Map Revision (CLOMR) on a proposed project within your community that, if constructed as proposed, could revise the effective Flood Insurance Study report and Flood Insurance Rate Map for your community.

If you have any questions regarding the floodplain management regulations for your community, the National Flood Insurance Program (NFIP) in general, or technical questions regarding this CLOMR, please contact the Director, Mitigation Division of the Federal Emergency Management Agency (FEMA) Regional Office in Bothell, WA at (425) 487-4543, or the FEMA Mapping and Insurance eXchange (FMIX) toll free at 1-877-336-2627 (1-877-FEMA MAP). Additional information about the NFIP is available on our website at <https://www.fema.gov/flood-insurance>.

Sincerely,

A handwritten signature in black ink, appearing to read "Rick F. Sacbibit".

Patrick "Rick" F. Sacbibit, P.E., Branch Chief
Engineering Services Branch
Federal Insurance and Mitigation Administration

List of Enclosures:

Conditional Letter of Map Revision Comment Document

cc: Ms. Tamra Mabbott
Planning Director
Morrow County

Mr. Kraig Cutsforth
City Manager
City of Heppner

Mr. Mark Patton
Chief Operations Officer
Port of Morrow

Mr. Jadon Herron, P.E.
Project Engineer
Anderson Perry & Associates, Inc.

Ms. Celinda Adair, CFM
State NFIP Coordinator
Department of Land Conservation & Development



Federal Emergency Management Agency

Washington, D.C. 20472

CONDITIONAL LETTER OF MAP REVISION COMMENT DOCUMENT

COMMUNITY INFORMATION		PROPOSED PROJECT DESCRIPTION	BASIS OF CONDITIONAL REQUEST
COMMUNITY	Morrow County Oregon (Unincorporated Areas)	CHANNELIZATION BRIDGE	FLOODWAY 1D HYDRAULIC ANALYSIS UPDATED TOPOGRAPHIC DATA
	COMMUNITY NO.: 410173		
IDENTIFIER	Willow Creek Floodplain Improvements	APPROXIMATE LATITUDE & LONGITUDE: 45.375, -119.587 SOURCE: OTHER DATUM: NAD 83	
AFFECTED MAP PANELS			
TYPE: FIRM*	NO.: 41049C0827D DATE: December 18, 2007	* FIRM - Flood Insurance Rate Map	
TYPE: FIRM	NO.: 41049C0640D DATE: December 18, 2007		

FLOODING SOURCE(S) AND REACH DESCRIPTION

See Page 2 for Additional Flooding Sources

Willow Creek – From approximately 7,300 feet downstream of the confluence with Little Blackhorse Canyon to approximately 900 feet downstream of the confluence with Little Blackhorse Canyon

PROPOSED PROJECT DESCRIPTION

Flooding Source	Proposed Project	Location of Proposed Project
Willow Creek	Bridge Removal	Approximately 7,000 feet downstream of the confluence with Little Blackhorse Canyon
	Channelization	From approximately 7,100 feet downstream of the confluence with Little Blackhorse Canyon to approximately 3,800 feet downstream of the confluence with Little Blackhorse Canyon

SUMMARY OF IMPACTS TO FLOOD HAZARD DATA

Flooding Source	Effective Flooding	Proposed Flooding	Increases	Decreases
Willow Creek	BFEs*	BFEs	None	Yes
	Floodway	Floodway	Yes	Yes
	Zone AE	Zone AE	Yes	Yes
	Zone X (shaded)	Zone X (shaded)	Yes	Yes

* BFEs - Base (1-percent-annual-chance) Flood Elevations

COMMENT

This document provides the Federal Emergency Management Agency's (FEMA's) comment regarding a request for a CLOMR for the project described above. This document is not a final determination; it only provides our comment on the proposed project in relation to the flood hazard information shown on the effective National Flood Insurance Program (NFIP) map. We reviewed the submitted data and the data used to prepare the effective flood hazard information for your community and determined that the proposed project meets the minimum floodplain management criteria of the NFIP. Your community is responsible for approving all floodplain development and for ensuring that all permits required by Federal or State/Commonwealth law have been received. State/Commonwealth, county, and community officials, based on their knowledge of local conditions and in the interest of safety, may set higher standards for construction in the Special Flood Hazard Area (SFHA), the area subject to inundation by the base flood. If the State/Commonwealth, county, or community has adopted more restrictive or comprehensive floodplain management criteria, these criteria take precedence over the minimum NFIP criteria.

This comment is based on the flood data presently available. If you have any questions about this document, please contact the FEMA Mapping and Insurance eXchange (FMIX) toll free at 1-877-336-2627 (1-877-FEMA MAP) or by letter addressed to the LOMC Clearinghouse, 3601 Eisenhower Avenue, Suite 500, Alexandria, VA 22304-6426. Additional Information about the NFIP is available on the FEMA website at <https://www.fema.gov/flood-insurance>.

Patrick "Rick" F. Sacbibit, P.E., Branch Chief
Engineering Services Branch
Federal Insurance and Mitigation Administration



Federal Emergency Management Agency
Washington, D.C. 20472

**CONDITIONAL LETTER OF MAP REVISION
COMMENT DOCUMENT (CONTINUED)**

COMMUNITY INFORMATION

To determine the changes in flood hazards that will be caused by the proposed project, we compared the hydraulic modeling reflecting the proposed project (referred to as the proposed conditions model) to the hydraulic modeling used to prepare the Flood Insurance Study (FIS) (referred to as the effective model). If the effective model does not provide enough detail to evaluate the effects of the proposed project, an existing conditions model must be developed to provide this detail. This existing conditions model is then compared to the effective model and the proposed conditions model to differentiate the increases or decreases in flood hazards caused by more detailed modeling from the increases or decreases in flood hazards that will be caused by the proposed project.

The table below shows the changes in the BFEs:

BFE Comparison Table

Flooding Source: Willow Creek		BFE Change (feet)	Location of maximum change
Existing vs. Effective	Maximum increase	0.5	Approximately 4,800 feet downstream of the confluence with Little Blackhorse Canyon
	Maximum decrease	1.9	Approximately 3,400 feet downstream of the confluence with Little Blackhorse Canyon
Proposed vs. Existing	Maximum increase	0.0	N/A
	Maximum decrease	6.2	Approximately 7,000 feet downstream of the confluence with Little Blackhorse Canyon
Proposed vs. Effective	Maximum increase	0.0	N/A
	Maximum decrease	6.3	Approximately 7,000 feet downstream of the confluence with Little Blackhorse Canyon

NFIP regulations Subparagraph 60.3(b)(7) requires communities to ensure that the flood-carrying capacity within the altered or relocated portion of any watercourse is maintained. This provision is incorporated into your community's existing floodplain management ordinances; therefore, responsibility for maintenance of the altered or relocated watercourse, including any related appurtenances such as bridges, culverts, and other drainage structures, rests with your community. We may request that your community submit a description and schedule of maintenance activities necessary to ensure this requirement.

This comment is based on the flood data presently available. If you have any questions about this document, please contact the FEMA Mapping and Insurance eXchange (FMIX) toll free at 1-877-336-2627 (1-877-FEMA MAP) or by letter addressed to the LOMC Clearinghouse, 3601 Eisenhower Avenue, Suite 500, Alexandria, VA 22304-6426. Additional Information about the NFIP is available on the FEMA website at <https://www.fema.gov/flood-insurance>.

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Engineering Services Branch
Federal Insurance and Mitigation Administration



Federal Emergency Management Agency
Washington, D.C. 20472

**CONDITIONAL LETTER OF MAP REVISION
COMMENT DOCUMENT (CONTINUED)**

COMMUNITY INFORMATION (CONTINUED)

DATA REQUIRED FOR FOLLOW-UP LOMR

Upon completion of the project, your community must submit the data listed below and request that we make a final determination on revising the effective FIRM and FIS report. If the project is built as proposed and the data below are received, a revision to the FIRM and FIS report would be warranted.

- Form 1, entitled "Overview & Concurrence Form". Detailed application and certification forms must be used for requesting final revisions to the maps. Therefore, when the map revision request for the area covered by this letter is submitted, Form 1 must be included. If as-built conditions differ from the proposed plans, please submit new forms, which may be accessed at <https://www.fema.gov/flood-maps/change-your-flood-zone/paper-application-forms/mt-2>, or annotated copies of the previously submitted forms showing the revised information.
- Form 2, entitled "Riverine Hydrology & Hydraulics Form."
- Form 3, entitled "Riverine Structures Form."
- Hydraulic analyses, for as-built conditions, of the base flood; the 10-percent, 2-percent, and 0.2 percent annual chance floods; and the regulatory floodway, together with a topographic work map showing the revised floodplain and floodway boundaries. Please ensure that the revised information ties in with the current effective information at the downstream and upstream ends of the revised reach.
- Annotated copies of the FIRMs, at the scale of the effective FIRMs, that shows the revised floodplain and floodway boundary delineations shown on the submitted work map and how they tie into the floodplain and floodway boundary delineations shown on the current effective FIRMs at the downstream and upstream ends of the revised reach.
- As-built plans, certified by a registered professional engineer, of all proposed project elements.
- A copy of the public notice distributed by your community, stating its intent to revise the regulatory floodway, or a signed statement by your community that it has notified all affected property owners and affected adjacent jurisdictions.
- Documentation of the individual legal notices sent to property owners who will be affected by any widening/shifting of the base floodplain and/or any BFE increases along Willow Creek.

This comment is based on the flood data presently available. If you have any questions about this document, please contact the FEMA Mapping and Insurance eXchange (FMIX) toll free at 1-877-336-2627 (1-877-FEMA MAP) or by letter addressed to the LOMC Clearinghouse, 3601 Eisenhower Avenue, Suite 500, Alexandria, VA 22304-6426. Additional Information about the NFIP is available on the FEMA website at <https://www.fema.gov/flood-insurance>.

Patrick "Rick" F. Sacbibit, P.E., Branch Chief
Engineering Services Branch
Federal Insurance and Mitigation Administration



Federal Emergency Management Agency

Washington, D.C. 20472

CONDITIONAL LETTER OF MAP REVISION COMMENT DOCUMENT (CONTINUED)

COMMUNITY INFORMATION (CONTINUED)

- A letter stating that your community will adopt and enforce the modified regulatory floodway, OR, if the State/Commonwealth has jurisdiction over either the regulatory floodway or its adoption by your community, a copy of your community's letter to the appropriate State/Commonwealth agency notifying it of the modification to the regulatory floodway and a copy of the letter from that agency stating its approval of the modification.
- FEMA's fee schedule for reviewing and processing requests for conditional and final modifications to published flood information and maps may be accessed at <https://www.fema.gov/flood-maps/change-your-flood-zone/status/flood-map-related-fees>. The fee at the time of the map revision submittal must be received before we can begin processing the request. Payment of this fee can be made through a check or money order, made payable in U.S. funds to the National Flood Insurance Program, or by credit card (Visa or MasterCard only). Please forward the payment, along with the revision application, to the following address:

LOMC Clearinghouse
3601 Eisenhower Avenue, Suite 500
Alexandria, VA 22304-6426

After receiving appropriate documentation to show that the project has been completed, FEMA will initiate a revision to the FIRM and FIS report. Because the flood hazard information (i.e., base flood elevations, base flood depths, SFHAs, zone designations, and/or regulatory floodways) will change as a result of the project, a 90-day appeal period will be initiated for the revision, during which community officials and interested persons may appeal the revised flood hazard information based on scientific or technical data.

This comment is based on the flood data presently available. If you have any questions about this document, please contact the FEMA Mapping and Insurance eXchange (FMIX) toll free at 1-877-336-2627 (1-877-FEMA MAP) or by letter addressed to the LOMC Clearinghouse, 3601 Eisenhower Avenue, Suite 500, Alexandria, VA 22304-6426. Additional Information about the NFIP is available on the FEMA website at <https://www.fema.gov/flood-insurance>.

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Engineering Services Branch
Federal Insurance and Mitigation Administration



Federal Emergency Management Agency
Washington, D.C. 20472

**CONDITIONAL LETTER OF MAP REVISION
COMMENT DOCUMENT (CONTINUED)**

COMMUNITY INFORMATION (CONTINUED)

COMMUNITY REMINDERS

We have designated a Consultation Coordination Officer (CCO) to assist your community. The CCO will be the primary liaison between your community and FEMA. For information regarding your CCO, please contact:

Ms. Kristen Meyers
Director, Mitigation Division
Federal Emergency Management Agency, Region X
Federal Regional Center
130 228th Street, Southwest
Bothell, WA 98021-8627
(425) 487-4543

This comment is based on the flood data presently available. If you have any questions about this document, please contact the FEMA Mapping and Insurance eXchange (FMIX) toll free at 1-877-336-2627 (1-877-FEMA MAP) or by letter addressed to the LOMC Clearinghouse, 3601 Eisenhower Avenue, Suite 500, Alexandria, VA 22304-6426. Additional Information about the NFIP is available on the FEMA website at <https://www.fema.gov/flood-insurance>.

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Patrick "Rick" F. Sacbibit, P.E., Branch Chief
Engineering Services Branch
Federal Insurance and Mitigation Administration