#### MORROW COUNTY BOARD OF COMMISSIONERS MEETING AGENDA

Wednesday, May 17, 2023 at 9:00 a.m.

## Morrow County Government Center, Don Adams Conference Room 215 N.E. Main Avenue, Irrigon, Orgon

See Zoom Meeting Info on Page 2

- 1. Call to Order and Pledge of Allegiance 9:00 a.m.
- 2. City/Citizen Comments
- 3. Open Agenda: The Board may introduce subjects not already on the agenda
- 4. Consent Calendar
  - a. Professional Services Agreement to Furnish Investment Advisory Services with Government Portfolio Advisors
  - b. R-2023-12: County Assessment Function Funding Assistance (CAFFA) Grant Application Revised Budget Numbers
  - c. Amendment 11 to Oregon Health Authority Intergovernmental Agreement (IGA) #169524, Public Health Services

#### 5. Business Items

- a. Second Reading & Adoption, Ordinance ORD-2023-4: Ratifying the Creation of a Broadband Public Improvement Consortium known as the Morrow County Broadband Action Team; and IGA with the Port of Morrow to Establish the Morrow County Broadband Network Consortium (Aaron Moss)
- b. IGA for Sheriff's Services with the City of Heppner (Sheriff John Bowles)
- c. IGA for Sheriff's Services with the City of Irrigon (Sheriff Bowles)
- d. State of Oregon Emerging Opportunity Program Grant Agreement, Project #EOF012, Lexington Airport (Sandi Pointer, Public Works)
- e. Statement of Work, FLO Analytics (Roberta Vanderwall)
- f. Water Advisory Committee Appointment Requests (Tamra Mabbott)
- g. Request to Sponsor Eastern Oregon Economic Summit (Tamra Mabbott)

#### 6. Department Reports

- a. Planning Department Monthly Report (Tamra Mabbott)
- b. Weed Department Quarterly Report (Corey Sweeney)
- c. Treasurer's Monthly Report (Jaylene Papineau)
- d. Accounts Payable Monthly Report (Kevin Ince)
- 7. Legislative Updates
- 8. Correspondence
- 9. Commissioner Reports
- 10. Lunch Break
- **11. 1:00 p.m. Executive Session:** Pursuant to ORS 192.660(2)(h) To consult with counsel concerning the legal rights and duties of a public body with regard to current litigation or litigation likely to be filed
- 12. Signing of documents
- 13. Adjournment

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

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

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

#### **Zoom Meeting Information**

https://zoom.us/j/5416762546 Password: 97836 Meeting ID: 541-676-2546

#### Zoom Call-In Numbers for Audio Only Using Meeting ID 541-676-2546#:

- 1-346-248-7799
- 1-669-900-6833
- 1-312-626-6799
- 1-929-436-2866

#### **Zoom Specific Notes:**

- If joining by a browser, use the raise hand icon to indicate you would like to provide public comment, if and when allowed. If using a phone, press \*9 to indicate you would like to speak and \*6 to unmute when you are called on.
- Morrow County provides the option for Zoom Translated Captions.
  - o Instructions: <a href="https://support.zoom.us/hc/en-us/articles/6643133682957-">https://support.zoom.us/hc/en-us/articles/6643133682957-</a> Enabling-and-configuring-translated-captions
  - o If you need further assistance, please contact Justin Nelson at jnelson@co.morrow.or.us



Presenter at BOC: Kevin Ince/Jaylene Papineau

#### **AGENDA ITEM COVER SHEET**

(For BOC Use) Item #

**Morrow County Board of Commissioners** (Page 1 of 2)

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

Presenter at BOC: Kevin Ince/Jaylene Papineau	Presenter at BOC: Kevin Ince/Jaylene Papineau  Date submitted to reviewers: May 12, 2023				
epartment: Finance/Treasurer Requested Agenda Date: May 17, 2023					
Short Title of Agenda Item:					
(No acronyms please) Government Portfolio Advisors P	rolessional Services Agreement				
This Item Involves: (Check al	I that apply for this meeting.)				
Order or Resolution	Appointments				
Ordinance/Public Hearing:	Update on Project/Committee				
☐ 1st Reading ☐ 2nd Reading	Consent Agenda Eligible				
Public Comment Anticipated:	Discussion & Action				
Estimated Time:	Estimated Time:				
Document Recording Required	Purchase Pre-Authorization				
■ Contract/Agreement	Other				
N/A Purchase Pre-Authorizations,	Continue & America				
Contractor/Entity: Government Portfolio Advisors	Zontracis & Agreements				
Contractor/Entity Address: 6650 SW Redwood Lane, Suite 365	5 Portland, OR 97224				
Effective Dates – From: 5/1/2023	Through: 5/1/2028				
Total Contract Amount: Est \$15,000 - \$50,000	Budget Line:				
	No				
	iii n				
Reviewed By:					
May 12, 202Departmen	nt Director Required for all BOC meetings				
	dministrator Required for all BOC meetings				
DATE					
County Co	ounsel *Required for all legal documents				
DATE					
Finance O	office *Required for all contracts; other				
DATE	items as appropriate.				
Human Re	esources *If appropriate				
5.400	review (submit to all simultaneously). When each office has notified the submitti				
	royal, 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. <u>ISSUES, BACKGROUND, DISCUSSION AND OPTIONS (IF ANY):</u>
Signed agreement being brought back from May 3, 2023 agenda item for Board approval and signatures.
2. FISCAL IMPACT:
3. <u>SUGGESTED ACTION(S)/MOTION(S):</u>
Motion to accept the recommendation to select Government Portfolio Advisors to provide
nvestment management and advisory services for Morrow County and execute the professional services agreement.

# TERMS AND CONDITIONS PROFESSIONAL SERVICES AGREEMENT TO FURNISH INVESTMENT ADVISORY SERVICES TO MORROW COUNTY, OREGON

#### ARTICLE I: SCOPE

For consideration set forth in Article V of this Agreement, the firm of <u>Government Portfolio Advisors</u>, hereinafter referred to as ("CONSULTANT"), agrees to provide investment advisory services to Morrow County, Oregon, a municipal corporation, hereinafter referred to as ("COUNTY").

The term of the investment advisory services is for five years, commencing February 1, 2023, with an option to extend the contract for two additional, one-year terms. This agreement incorporates all these Terms and Conditions, the promises, representations, and obligations set forth in the following order of precedence: contract amendments, Terms and Conditions, statement of work, addenda and clarifications, request for proposals, including exhibits, attachments, and appendices, and proposal response.

The COUNTY will assist the CONSULTANT by providing any and all information within its possession or control that may be reasonably helpful in the performance of the services provided herein. In the event of a conflict between the attachment(s) and this document, the terms of this document will control. Unless modified in writing as set forth in Article IV by the parties hereto, the duties of the CONSULTANT and the COUNTY will not be construed to exceed those services and duties specifically set forth in this Agreement.

In consideration of the mutual promises contained herein, it is agreed to as follows, and is effective upon its execution by and between both parties hereto.

#### **ARTICLE II: RESPONSIBILITIES OF CONSULTANT**

- A. <u>Notice to Proceed</u>. CONSULTANT will not begin work on any of the duties and services listed in Article I until execution of the contract and receipt of a Notice to Proceed from COUNTY. Authorization to proceed on additional services not defined in Article I will be in the form of an amendment as defined in Article IV.
- B. <u>Scope of Service</u>. CONSULTANT agrees to provide services as defined in this RFP to the satisfaction of the COUNTY
- C. <u>Level of Competence</u>. CONSULTANT will provide services with the degree of skill and diligence normally employed by other providers performing the same or similar services at the time the services are performed. CONSULTANT must, at all times during the term of this Agreement, be duly licensed to perform the Work, and if there is no licensing requirement for the profession or Work, be duly qualified and competent. CONSULTANT will demonstrate the ability to meet or exceed all federal, state, and local laws, codes, and regulations.
- D. <u>Key Personnel.</u> Deanne Woodring will serve as the lead consultant as described under the terms of this Agreement. CONSULTANT acknowledges and agrees that the COUNTY selected Consultant for award of the contract because of the special qualifications of Consultant's key

- personnel. CONSULTANT shall not reassign or transfer key personnel to other duties or positions such that they are no longer available to provide COUNTY with the expertise, experience, judgment, and personal attention at the level proposed without first obtaining the COUNTY'S prior written consent.
- E. <u>Documents/Work Products Produced.</u> CONSULTANT agrees that all documents and work products produced by CONSULTANT in the fulfillment of its obligations under this Agreement, and all information, documents and material, gathered or compiled in meeting those obligations, will be considered property of the COUNTY, with an unlimited, royalty free license for COUNTY use, and will be provided to the COUNTY upon completion of this Agreement or termination of the Agreement pursuant to Article XI.
- F. <u>Compliance with Law.</u> CONSULTANT covenants and agrees to comply with all of the obligations and conditions applicable to public contracts of this type pursuant to ORS Chapter 279 A and B as though each obligation or condition were fully set forth herein. In addition, CONSULTANT covenants and agrees that in the performance of its duties hereunder, it will comply with all other state and federal requirements applicable to contracts of this type. If any provision of this Agreement will be deemed to be not in compliance with any statute or rule of law, such provision will be deemed modified to ensure compliance with said statute or rule of law.
- G. <u>Oregon Workers' Compensation Law</u>. CONSULTANT, its subconsultants, if any, and all employers working under this Agreement are subject employers under the Oregon Workers' Compensation Law and must comply with ORS 656.017, which requires them to provide workers' compensation coverage for all their subject workers unless such employers are exempt under ORS 656.126. CONSULTANT must ensure that each of its subconsultants complies with these requirements.
- H. Record Retention and Review. The CONSULTANT must maintain books, records, documents and other evidence of accounting procedures and practices which sufficiently and properly reflect all direct costs of any nature expended in the performance of this Agreement. These records will be subject during regular business hours of the CONSULTANT to inspection, review, or audit by personnel duly authorized by the COUNTY upon reasonable advance written notice from the COUNTY to the CONSULTANT. The CONSULTANT will retain all records related to this Agreement for six (6) years following the date of final payment or completion of any required audit, whichever is earlier, and make them available for inspection by persons authorized under this provision. The CONSULTANT will be responsible for any audit exceptions or disallowed costs incurred by the CONSULTANT or any of its subconsultants.
- I. <u>Oregon Consumer Information Protection Act.</u> CONSULTANT, and any of its subconsultants, agree to comply with the Oregon Consumer Information Protection Act, ORS Sections 646A.600 through 646A.628.
- J. <u>Taxpayer Identification Number</u>. CONSULTANT agrees to complete a Request for Taxpayer Identification Number and Certification (W-9) as a condition of the COUNTY'S obligation to make payment. If the CONSULTANT fails to complete and return the W-9 to the COUNTY, payment to CONSULTANT may be delayed, or the COUNTY may, in its discretion, terminate the contract.
- K. <u>ACH Direct Payment Authorization</u>. The COUNTY prefers to pay CONSULTANT invoices via electronic funds transfers through the Automated Clearing House (ACH) network. To initiate this more timely, efficient, and secure payment method, CONSULTANT must complete the

- COUNTY'S ACH Vendor Direct Payment Authorization form provided by the County Finance office as Information provided on the form is exempt from public records disclosure under ORS 192.345(27).
- L. <u>Pay Equity Compliance.</u> As required by ORS 279B.235, CONSULTANT must comply with ORS 652.220 and will not unlawfully discriminate against any of consultant's employees in the payment of wages or other compensation for work of comparable character on the basis of an employee's membership in a protected class. CONSULTANT'S compliance with this section constitutes a material element of this A g r e e m e n t and a failure to comply constitutes a breach that entitles the COUNTY to terminate this Agreement for cause.
  - Contracts valued at \$500,000 with Consultants that have 50 or more employees are required to complete Pay Equity Training through the State of Oregon's Department of Administrative Services, at <a href="https://www.oregon.gov/das/Procurement/Pages/PayEquity.aspx">https://www.oregon.gov/das/Procurement/Pages/PayEquity.aspx</a>, and submit a certificate as proof before awarded a contract. CONSULTANT certifies that they have taken the required Pay Equity Training and have provided a certificate to the COUNTY.
- M. <u>Preference for Recycled Materials.</u> As required by ORS 279A.125, CONSULTANT will use where applicable, recycled materials if (a) The recycled product is available; (b) The recycled product meets applicable standards; (c) The recycled product can be substituted for a comparable non-recycled product; and (d) The recycled product's costs do not exceed the costs of non-recycled products by more than five percent.
- N. <u>Compliance with Tax Laws.</u> CONSULTANT certifies that they have authority and knowledge regarding the payment of taxes, and that to the best of their knowledge, are not in violation of any Oregon Tax Laws. For purposes of this certification, "Oregon Tax Laws" are those tax laws imposed by ORS 320.005 to 320.150 and ORS 403.200 to 403.250 and ORS Chapters 118, 314, 316, 317, 318, 321 and 323; the elderly rental assistance program under ORS 310.630 to 310.706; and any local tax laws administered by the Oregon Department of Revenue under ORS 305.620.
- O. <u>Communicable Diseases</u>. CONSULTANT understands the risk to have contact with individuals, who have been exposed to and/or have been diagnosed with one or more communicable diseases, including but not limited to COVID-19 or other medical conditions, diseases, or maladies that exist, and it is impossible to eliminate the risk that CONSULTANT could be exposed to and/or become infected through contact with or close proximity with an individual with a communicable disease. CONSULTANT KNOWINGLY AND FREELY ASSUMES ALL SUCH RISKS, both known and unknown, EVEN IF ARISING FROM THE NEGLIGENCE OF THE RELEASEES OR OTHERS and assumes all full responsibility for CONSULTANT'S participation.
- P. <u>Debarment and Suspension.</u> CONSULTANT will certify that during the term of an award of contract by COUNTY resulting from this procurement process, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation by any federal department or agency.

#### ARTICLE III: RESPONSIBILITY OF COUNTY

- A. <u>Authorization to Proceed</u>. COUNTY will authorize CONSULTANT upon execution of the contract to start work on any of the services listed in Article I.
- B. <u>Access to Records, Facilities, and Property</u>. COUNTY will comply with reasonable requests from CONSULTANT for inspection or access to COUNTY'S records, facilities, and properties by

- providing any and all information within its possession or control that may be reasonably helpful in the performance of the services provided herein.
- C. <u>Timely Review</u>. COUNTY will examine all studies, reports, specifications, proposals, and other documents presented by consultant, obtain advice of an attorney, accountant, auditor, and other consultants as COUNTY deems appropriate for such examination and render in writing decisions pertaining thereto in a timely manner so as not to unreasonably delay the services of consultant.

#### **ARTICLE IV: MODIFICATIONS**

COUNTY or CONSULTANT will not make modifications in the agreement or these Terms and Conditions except in writing as an amendment to the agreement. Said modifications will be agreed to by both parties, with scope of work, schedule, and compensation to be negotiated at the time the modification is proposed by either party. Modifications that do not meet these requirements will not be binding, and no further compensation will be allowed for any work performed.

#### ARTICLE V: COMPENSATION

COUNTY agrees to pay for the professional investment advisory services procured in Article I in accordance with the compensation provisions described in this Agreement and set forth in the Cost Proposal, Exhibit A.

Invoices must be directed to the Morrow County Finance Department, 100 S. Court St., Heppner, OR 97836

If payment is not made within 30 days, interest on the unpaid balance will accrue beginning on the 31st day at the rate of one percent (1%) per month or the maximum interest rate permitted by law, whichever is less. Such interest is due and payable when the overdue payment is made, unless delay in payment is due to a contested billing. COUNTY has the right to appeal or ask for clarification on any CONSULTANT billing within 30 days of receipt of billing. Until said appeal is resolved or clarification is accepted, no interest will accrue on that portion of the billing. In the event of a contested billing, only that portion so contested will be withheld, and the undisputed portion will be paid in accordance with this Article V.

Notwithstanding anything in this Agreement to the contrary, the COUNTY'S obligation to pay money beyond the current fiscal year will be subject to and dependent upon appropriations being made from time to time by the COUNTY for such purpose; provided, however, that the COUNTY Officer charged with the responsibility for preparing the COUNTY'S biennial budget must include in the budget for each fiscal year the amount of the COUNTY financial obligation payable in such year and the COUNTY Officer will use his/her best efforts to obtain the annual appropriations required to authorize said payments.

#### **ARTICLE VI: INDEMNIFICATION**

The CONSULTANT agrees to indemnify, defend, and hold harmless the COUNTY, its agents, officers and employees, from and against any and all liability, claims, suits, loss, damages, costs, and expenses arising out of or resulting from the negligent or intentional acts, errors, or omissions of the CONSULTANT, its officers, employees, or agents.

#### ARTICLE VII: INSURANCE

Before the Agreement is executed and work begins, the CONSULTANT must furnish the COUNTY

a Certificate of Insurance for the coverage and limits set out below which is to be in force and applicable to the project for the duration of the contract. The issuing insurance companies must have a minimum current A.M. Best rating of A- VII or approved by the COUNTY. The Certificate must state that any insurance coverage shown cannot be suspended, voided, canceled by either party, or reduced in coverage or limits without 30 days prior written notice has been given to the COUNTY. Required insurance coverage(s) must continue in effect throughout the term of the contract, or until final acceptance of the entire project, or through the products-completed operations required period.

#### A. Minimum Scope of Insurance

Coverage must be at least as broad as:

- 1. Commercial General Liability: Insurance Services Office (ISO) form CG 0001 with an edition date of 10-2001 or later, providing Commercial General Liability Occurrence Form. With CG 25 03 (Amendment Aggregate Limits of Insurance per Project) or equivalent attached.
- 2. Automobile Liability: Insurance Services Office (ISO) form CA 0001, providing Business Automobile Coverage on owned, non-owned and hired vehicles.
- 3. Workers' Compensation: Insurance as required by Oregon Revised Statutes and including Employers Liability Insurance.
- 4. Professional Liability Insurance: Insurance on an occurrence or claims made basis with 24-month tail coverage.

#### B. Minimum Limits of Insurance

CONSULTANT must maintain limits no less than:

1. Commercial General Liability: \$2,000,000 Each Occurrence

\$2,000,000 Personal Injury

\$3,000,000 General Aggregate

\$3,000,000 Products/Completed Operations Aggregate

2. Automobile Liability: \$2,000,000 Per Occurrence

3. Employers Liability: \$1,000,000 Each Accident

\$1,000,000 Disease Aggregate

\$1,000,000 Disease Each Employee

4. Professional Liability: \$2,000,000 Per Incident/Claim

The General Aggregate and Products/Completed Operations Aggregate must apply separately on a "per project basis"

#### C. <u>Deductibles and Self-Insured Retentions</u>

Any deductible or self-insured retention must be declared to and approved by the COUNTY. At the option of the COUNTY, either: the insurer will reduce or eliminate such deductible or self-insured retention as respects the COUNTY, its officers, employees and agents; or the CONSULTANT will

procure a bond guaranteeing payment of losses and related investigations, claim administration, and defense expenses.

#### D. Other Insurance Provisions

The policies are to contain, or be endorsed to contain, the following provisions:

- Additional Insured Clause The Commercial General Liability insurance coverage required for performance of this contract must be endorsed to name MORROW COUNTY and its officers, agents and employees as Additional Insured on any insurance policies required herein with respect to CONSULTANT'S or any subconsultant's activities being performed under the Agreement. The Certificate of Insurance must include the additional insured endorsement. Coverage must be primary and non-contributory with any other insurance and self-insurance.
- 2. Any failure to comply with reporting provisions of the policies must not affect coverage provided to the COUNTY, its officers, employees, or agents.
- 3. Workers' Compensation and Employers Liability Coverage The insurer must agree to waive by endorsement, all rights of subrogation against MORROW COUNTY, its officers, employees, and agents for losses arising from work performed by the CONSULTANT for the COUNTY.

#### ARTICLE VIII: ASSIGNMENT

This Agreement is to be binding upon the heirs, successors, and assigns of the parties hereto and is not to be assigned by either party without first obtaining the written consent of the other. No assignment of this Agreement will be effective until the assignee assumes in writing the obligations of the assigning party and delivers such written assumption to the other original party to this Agreement.

Use of subconsultants by the CONSULTANT or subsidiary or affiliate firms of the CONSULTANT for technical or professional services will not be considered an assignment of a portion of this Agreement, and the CONSULTANT will remain fully responsible for the work performed, whether such performance is by the CONSULTANT or subconsultants. No subconsultants will be used without the written approval of the COUNTY. Nothing herein will be construed to give any rights or benefits hereunder to anyone other than COUNTY and CONSULTANT.

#### **ARTICLE IX: INTEGRATION**

These terms and conditions and the attachments represent the entire understanding of COUNTY and CONSULTANT as to those matters contained herein. No prior oral or written understanding will be of any force or effect with respect to those matters covered herein. The agreement may not be modified or altered except in writing as specified in Article IV.

#### **ARTICLE X: SUSPENSION OF WORK**

The COUNTY may suspend, in writing, and without cause, all or a portion of the work under this Agreement. The CONSULTANT may request that the work be suspended by notifying the COUNTY, in writing, of circumstances that are interfering with the progress of work. The CONSULTANT may suspend work on the project in the event the COUNTY does not pay invoices when due. The time for completion of the work will be extended by the number of days work is suspended. In the event that the period of suspension exceeds 90 days, the terms of the Agreement are subject to renegotiation and both

parties are granted the option to terminate work on the suspended portion of the project, in accordance with Article XI.

#### **ARTICLE XI: EARLY TERMINATION OF WORK**

- A. The COUNTY may terminate this Agreement for convenience at any time for any reason deemed appropriate in its sole discretion. Termination is effective immediately upon notice of termination given by the COUNTY.
- B. Either party may terminate this Agreement in the event of a material breach by the other party that is not cured. Before termination is permitted, the party seeking termination must give the other party written notice of the breach, its intent to terminate, and fifteen (15) calendar days to cure the breach. If the breach is not cured within 15 calendar days, the party seeking termination may terminate immediately by giving written notice that the Agreement is terminated.
- C. If no notice of termination is given, relationships and obligations created by this Agreement will be terminated upon completion of all applicable requirements of this Agreement.

#### ARTICLE XII: REMEDIES AND PAYMENT ON EARLY TERMINATION

- A. If the COUNTY terminates pursuant to Article XI(A), the COUNTY will pay the CONSULTANT for work performed in accordance with the Agreement prior to the termination date. No other costs or loss of anticipated profits will be paid.
- B. If the COUNTY terminates pursuant to Article XI(B), the COUNTY is entitled all remedies available at law or equity. In addition, CONSULTANT must pay the COUNTY all damages, costs, and sums incurred by the COUNTY as a result of the breach.
- C. If the CONSULTANT justifiably terminates the Agreement pursuant to Article XI(B), the CONSULTANT'S only remedy is payment for work prior to the termination. No other costs or loss of anticipated profits will be paid.
- D. If the COUNTY'S termination under Article XI(B) above was wrongful, the termination will be automatically converted to one for convenience and the CONSULTANT will be paid as if the Agreement was terminated under Article XI(A).
- E. In the event of early termination, the CONSULTANT'S work product before the date of termination becomes property of the COUNTY.
- F. In the event of termination, CONSULTANT must perform such additional work as is necessary for the orderly filing of documents and closing of the project. The time spent on such additional work must not exceed 10 percent (10%) of the time expended on the terminated portion of the project prior to the effective date of termination. CONSULTANT will be compensated for work actually performed prior to the date of termination plus work required for filing and closing as described in this Article.
- G. Upon termination, CONSULTANT must provide to the COUNTY all work products, material, documents, etc., gathered or compiled, related to the project, whether in CONSULTANT'S possession at the time of termination or received later.

#### **ARTICLE XIII: NOTICES**

All notices and demands of a legal nature that either party may be required or may desire to serve upon the other party must be in writing and will be served upon the other party by personal service, by facsimile transmission, email followed by mail delivery of the notice, by overnight courier with proof of receipt, or by certified mail, return receipt requested, or by postage prepaid. Notices must be addressed as follows:

#### County:

Jaylene Papineau Morrow County Treasurer 100 S. Court St. Heppner, OR 97836 jpapineau@co.morrow.or.us

#### ARTICLE XIV: FORCE MAJEURE

Neither the COUNTY nor the CONSULTANT will hold the other responsible for damages or delay in performance caused by acts of God, strikes, lockouts, accidents, or other events beyond the control of the other or the other's employees and agents.

#### **ARTICLE XV: DISPUTE COSTS**

In the event either party brings action to enforce the terms of this Agreement or to seek damages for its breach or arising out of any dispute concerning the terms and conditions hereby created, the prevailing party will be entitled to an award of its reasonable attorney fees, costs, and expenses, including expert witness fees, incurred therein, including such costs and fees as may be required on appeal.

#### **ARTICLE XVI: CONFLICT AND SEVERABILITY**

In the event of any inconsistency between the terms of this Agreement and the terms listed in any additional attachments to this Agreement, the terms of this Agreement will control. Any provision of this document found to be prohibited by law will be ineffective to the extent of such prohibition without invalidating the remainder of the document.

#### ARTICLE XVII: CONSTRUCTION

The Parties acknowledge that the parties and their counsel have reviewed this Agreement and that the normal rule of construction to the effect that any ambiguities are to be resolved against the drafting Party will not be employed in the interpretation of this Agreement or any exhibits or amendments hereto.

#### ARTICLE XVIII: NON-DISCRIMINATION/EQUAL EMPLOYMENT OPPORTUNITY

During the term of this Agreement, the CONSULTANT agrees as follows: The CONSULTANT will not discriminate against any employee or applicant for employment because of creed, religion, race, color, sex, marital status, sexual orientation, political ideology, ancestry, national origin, or the presence of any sensory, mental or physical handicap, unless based upon a bona fide occupational qualification. The CONSULTANT will take affirmative action to ensure that applicants are employed, and that employees

are treated during employment, without regard to their creed, religion, race, color, sex, national origin, or the presence of any sensory, mental or physical handicap. Such action will include, but not be limited to the following: employment, upgrading, demotion, or transfer, recruitment or recruitment advertising layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship.

#### **ARTICLE XIX: COURT OF JURISDICTION**

The laws of the State of Oregon will govern the validity of this Agreement, its interpretation and performance, and other claims related to it. Venue for litigation will be in the Circuit Court in and for Morrow County, Oregon.

#### ARTICLE XX: EFFECTIVE DATE

The date this Agreement is signed by the last party to sign it (as indicated by the date associated with that party's signature) will be deemed the date of this Agreement. If a party signs but fails to date a signature the date that the other party receives the signing party's signature will be deemed to be the date that the signing party signed this Agreement and the other party may inscribe that date as the date associated with the signing party's signature; provided, however, if only one party dated this Agreement, then such date is the date of this Agreement.

#### ARTICLE XXI: ELECTRONIC SIGNATURES

Any signature (including any electronic symbol or process attached to, or associated with, a contract or other record and adopted by a Person with the intent to sign, authenticate or accept such contract or record) hereto or to any other certificate, agreement or document related to this transaction, and any contract formation or recordkeeping through electronic means will have the same legal validity and enforceability as a manually executed signature or use of a paper-based recordkeeping system to the fullest extent permitted by applicable law.

#### **ARTICLE XXII: COOPERATIVE PURCHASING**

Pursuant to ORS 279A.205 thru 279A.215, other Public Agencies and members of the Oregon Cooperative Purchasing Program (ORCPP) may use the purchase agreement resulting from this RFP unless CONSULTANT expressly notes in the proposal that the prices quoted are available to the COUNTY only. The condition of such use by other Agencies is that any such Agency must make and pursue contact, purchase order, delivery arrangements, and all contractual remedies directly with the CONSULTANT; the COUNTY accepts no responsibility for performance by either the successful CONSULTANT or such other Agency using this Agreement. With such condition, the COUNTY consents to such use by any other Public Agency.

CONSULTANT Date: 5/4/23	MORROW COUNTY, OREGON: Date:
By: Government Portfolio Advisors	Ву:
CONSULTANT  By: Deanne Woodring	[name/title]
Title: President	
By: Que Vi	
Title:	
Mailing Address 6650 SW Redwood Lane Ste 365	APPROVED AS TO FORM:
Portland, OR 97224	Ву:
Telephone: 503-247-9973	[name/title]
Fax:	
<u>Deanne@gpafixedincome.com</u> <u>Clients@gpafixedincome.com</u>	
Email	
Social Security No. (if individual)	
Tax Identification No. (if incorporated)	
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#### Exhibit A – Cost Proposal

This Cost Proposal provides an estimate of investment advisory fees based on a \$30 million average portfolio balance. The Contract states that this fee structure will be in place for 5 years with two optional one-year extensions. Fees will be applied based on the assets under management and will be applied based on the tiered grid below:

	Fee in basis
Assets Under Management	points
First \$50,000,000	5.0
Next \$50,000,000	4.0
Next \$100,000,000	3.5
Excess of \$200,000,000	Negotiated

AUM pricing allows our clients to balance the application of fees based on true balances and is transparent when assets increase or decrease (as may happen with ARPA funds or bond proceeds spending down). The fee will be calculated utilizing the GPA reporting system and will be based on the month end market value (including accrued) of investments, LGIP, and bank balances. A sample calculation based on a \$30 million portfolio would be as follows:

(\$30 million X 0.05%) = \$15,000

Year 1	\$15,000
Year 2	\$15,000
Year 3	\$15,000
Year 4	\$15,000
Year 5	\$15,000
5 Year subtotal	\$75,000

I, hereby certify, that the undersigned is authorized to represent the firm stated below and empowered to submit this proposal and agrees to furnish all services in accordance with the contract.

#### Signature Block

Vendor Name: _	Government Portfolio Advisors	_ Phone: <u>50</u>	3-248-997	3	Fax: 971-2	66-882	25
Address: 6650 SV	N Redwood Ln, Suite 365	_ City: Portl	and		State: OR	Zip: _	97224
Consultant's Nam	ne (please print) <u>Deanne Wo</u>	odring	Tax	ID No.:_ ·			
Signature:	ur		Title: _	President			
Date: <b>5/4/23</b>	Emai	: _deanne@gp	afixedinco	me.com			

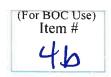


Presenter at BOC: Mike Gorman

#### **AGENDA ITEM COVER SHEET**

**Morrow County Board of Commissioners** (Page 1 of 2)

Date submitted to reviewers:



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

Department: Assessment & Tax	epartment: Assessment & Tax Requested Agenda Date: 5/17/23			
Short Title of Agenda Item:	onda Bato			
Short Title of Agenda Item: (No acronyms please)  CAFFA Grant R	Resolution R-2023-12			
This Item Invo	lves: (Check all that apply for thi	is meeting.)		
Order or Resolution	Appointm	- ·		
Ordinance/Public Hearing:	* * *	Project/Committee		
☐ 1st Reading ☐ 2nd Read		genda Eligible		
Public Comment Anticipate	ed: Discussion	n & Action		
Estimated Time:	Estimated	Time:		
Document Recording Requ	ired Purchase I	Pre-Authorization		
Contract/Agreement	Other			
N/A Purchase	B 14 14 6			
Contractor/Entity:	Pre-Authorizations, Contracts & Agreements			
Contractor/Entity Address:				
Effective Dates – From:	Through:			
Total Contract Amount:	Budget Line:			
Does the contract amount exceed \$5,000?	Yes No			
Reviewed By:				
•				
Mike Gorman 5/09/	23 Department Director	Required for all BOC meetings		
DATE				
	County Administrator	Required for all BOC meetings		
DATE				
	County Counsel	*Required for all legal documents		
DATE				
	Finance Office	*Required for all contracts; other		
DATE		items as appropriate.		
	Human Resources	*If appropriate		
DATE		It appropriates Iltaneously). When each office has notified the submitti		
		mest 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):

Resolution stating Morrow County will fund Assessment & Tax, Tax Distribution and BoPTA functions for CAFFA Grant purposes.

The Commission signed Resolution 2023-6 on April 19. Unfortunately, the proposed budgets for Assessment & Tax, Treasurer and BoPTA were not finalized at that time and the CAFFA Grant Application was due May 1, with no opportunity for filing late. Those proposed budgets have since been finalized and the budget amount for the CAFFA Grant has changed.

#### 2. FISCAL IMPACT:

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

Motion to Approve and Sign

Attach additional background documentation as needed.

# BEFORE THE BOARD OF COMMISSIONERS FOR MORROW COUNTY, OREGON

312, and other laws requiring equity and uniformity: WHEREAS, Morrow County has undertaken a self-	
and rules that govern the Oregon property tax system 308.232, 308.234, Chapters 309, 310, 311, 312, and in the system of property taxation;	
THE MORROW COUNTY BOARD OF COMM	ISSIONERS HEREBY RESOLVES:
Morrow County agrees to appropriate the budgeted of expenditures certified in the grant application in the expenditure amount for consideration in the grant. It shall be made to the County for the quarter in which	amount of \$1,258,623.00, the total f 100 percent is not appropriated, no grant
Morrow County designates Michael Gorman as the Capplication.	County contact person for this grant
This Resolution shall be effective immediately.	
Dated this 17 <sup>th</sup> day of May 2023.	
	BOARD OF COMMISSIONERS MORROW COUNTY, OREGON
	David Sykes, Chair
	Jeff Wenholz, Commissioner
Approved as to Form:	Roy Drago Jr., Commissioner
Morrow County Counsel	

Resolution No. R-2023-12



#### **AGENDA ITEM COVER SHEET**

Morrow County Board of Commissioners (Page 1 of 2)



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

Date submitted to reviewers: $5/10/2023$		
Department: Public Health Requested Agenda Date: 5/17/2023 Short Title of Agenda Item:		
Intergovenmental Agreement #169524-11		
mergovenmental Agreement #107524-11		
heck all that apply for this meeting.)		
Appointments		
Update on Project/Committee		
Consent Agenda Eligible Discussion & Action		
Estimated Time:		
Purchase Pre-Authorization		
Other		
Other		
rizations, Contracts & Agreements		
4. 020 P. 41. L OP 07022		
te 930, Portland, OR 97232		
Through: 06/30/2023		
Budget Line:		
35 📕 140		
partment Director Required for all BOC meetings		
partment Director Required for all BOC meetings		
ministrator Required for all BOC meetings		
Required for an BOC meetings		
unty Counsel *Required for all legal documents		
inity Countries Required for all legal documents		
ance Office *Required for all contracts: other		
*Required for all contracts; other items as appropriate.		
*Required for all contracts; other items as appropriate.  *If appropriate		

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

department of approval, then submit the request to the BOC for placement on the agenda,

#### AGENDA ITEM COVER SHEET

Morrow County Board of Commissioners (Page 2 of 2)

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

Eleventh Amendment to Oregon Health Authority 2021-2023 Intergovermental Agreement #169524 for the financing of Public Health Services

Program Element 44-01 (School Based Health Center) Base Increase of \$6000 re-obligated roll-over from Q\$ SFY22, based on final Revenue/expenditure report

Program Element 51-05 \$128,712 Increase. SFY 23 Award available 12/1/22-6/30/23. Funds are available 12/1/22-11/30/27, unspent funds in SFY23 will be carried over to the next fiscal year.

#### 2. FISCAL IMPACT:

Increase in funding for Public Health of \$134,712.00 as described above in 2 Program Elements

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

Motion to accept the Eleventh Amendment to IGA #169524 Sign required documents

Attach additional background documentation as needed.

#### OHA - 2021-2023 INTERGOVERNMENTAL AGREEMENT - FOR THE FINANCING OF PUBLIC HEALTH SERVICES

In compliance with the Americans with Disabilities Act, this document is available in alternate formats such as Braille, large print, audio recordings, Web-based communications and other electronic formats. To request an alternate format, please send an e-mail to <u>dhs-oha.publicationrequest@state.or.us</u> or call 503-378-3486 (voice) or 503-378-3523 (TTY) to arrange for the alternative format.

#### **Agreement #169524**

# ELEVENTH AMENDMENT TO OREGON HEALTH AUTHORITY 2021-2023 INTERGOVERNMENTAL AGREEMENT FOR THE FINANCING OF PUBLIC HEALTH SERVICES

This Eleventh Amendment to Oregon Health Authority 2021-2023 Intergovernmental Agreement for the Financing of Public Health Services, effective July 1, 2021, (as amended and restated the "Agreement"), is between the State of Oregon acting by and through its Oregon Health Authority ("OHA") and Morrow County, ("LPHA"), the entity designated, pursuant to ORS 431.003, as the Local Public Health Authority for Morrow County.

#### **RECITALS**

WHEREAS, OHA and LPHA wish to modify the Fiscal Year 2023 (FY23) Financial Assistance Award set forth in Exhibit C of the Agreement.

WHEREAS, OHA and LPHA wish to modify the Exhibit J information required by 2 CFR Subtitle B with guidance at 2 CFR Part 200 (FY23);

NOW, THEREFORE, in consideration of the premises, covenants and agreements contained herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows

#### **AGREEMENT**

- 1. This Amendment is effective on March 1, 2023, regardless of the date this amendment has been fully executed with signatures by every Party and when required, approved by the Department of Justice. However, payments may not be disbursed until the Amendment is fully executed.
- **2.** The Agreement is hereby amended as follows:
  - a. Section 1 of Exhibit C of the Agreement, entitled "Financial Assistance Award" for FY23 is hereby superseded and replaced in its entirety by Attachment A, entitled "Financial Assistance Award (FY23)", attached hereto and incorporated herein by this reference. Attachment A must be read in conjunction with Section 3 of Exhibit C.
  - **b.** Exhibit J of the Agreement entitled "Information required by 2 CFR Subtitle B with guidance at 2 CFR Part 200" (FY23) is amended to add to the federal award information datasheet as set forth in Attachment B, attached hereto and incorporated herein by this reference.
- 3. LPHA represents and warrants to OHA that the representations and warranties of LPHA set forth in Section 4 of Exhibit F of the Agreement are true and correct on the date hereof with the same effect as if made on the date hereof.
- 4. Capitalized words and phrases used but not defined herein shall have the meanings ascribed thereto in the Agreement.
- **5.** Except as amended hereby, all terms and conditions of the Agreement remain in full force and effect.
- 6. This Amendment may be executed in any number of counterparts, all of which when taken together shall constitute one agreement binding on all parties, notwithstanding that all parties are not signatories to the same counterpart. Each copy of this Amendment so executed shall constitute an original.

#### OHA - 2021-2023 INTERGOVERNMENTAL AGREEMENT - FOR THE FINANCING OF PUBLIC HEALTH SERVICES

IN WITNESS WHEREOF, the parties hereto have executed this Amendment as of the dates set forth below their respective signatures.

STATE OF OREGON, ACTING BY AND THROUGH ITS OREGON HEALTH AUTHORITY

#### 7. Signatures.

Signature	:
Name:	/for/ Nadia A. Davidson
Title:	Director of Finance
Date:	
Morrov	COUNTY LOCAL PUBLIC HEALTH AUTHORITY
By:	
Name:	
Title:	
Date:	
DEPARTM	MENT OF JUSTICE – APPROVED FOR LEGAL SUFFICIENCY
Finance S	nt form group-approved by Wendy Johnson, Senior Assistant Attorney General, Tax and Section, General Counsel Division, Oregon Department of Justice by email on September 19 By of email approval in Agreement file.
REVIEWE	ED BY:
OHA PUI	BLIC HEALTH ADMINISTRATION
By:	
Name:	Lynn Marie Brady (or designee)
Title:	LPHA Fiscal and Contracts Analyst
Date:	

# Attachment A Financial Assistance Award (FY23)

State of Oregon Oregon Health Authority Public Health Division					
1) Grantee 2) Issue Date This Action					
Name: Morrow County	Wednesday, March 1, 2023	Amendment			
Street: 110 N Court Street		FY 2023			
City: Heppner	3) Award Period	•			
State: OR Zip: 97836-7328	ip: 97836-7328 From July 1, 2022 through June 30, 2023				

4) OHA Pub	olic Health Funds Approved			
Number	Program	Previous Award Balance	Increase / Decrease	Current Award Balance
	State Support for Public Health	\$15,225.00	\$0.00	\$15,225.00
PE01-01				
PE01-07	ELC ED Contact Tracing	\$115,562.11	\$0.00	\$115,562.11
PE01-09	COVID-19 Active Monitoring - ELC	\$408,095.53	\$0.00	\$408,095.53
PE01-10	OIP - CARES	\$125,728.72	\$0.00	\$125,728.72
PE10-02	Sexually Transmitted Disease (STD)	\$47,266.00	\$0.00	\$47,266.00
PE10-02	Public Health Emergency Preparedness and Response (PHEP)	\$70,784.00	\$0.00	\$70,784.00
PE13-01	Tobacco Prevention and Education Program (TPEP)	\$14,451.00	\$0.00	\$14,451.00
PE42-03	MCAH Perinatal General Funds & Title XIX	\$1,900.00	\$0.00	\$1,900.00
PE42-04	MCAH Babies First! General Funds	\$6,077.00	\$0.00	\$6,077.00
PE42-06	MCAH General Funds & Title XIX	\$3,567.00	\$0.00	\$3,567.00
PE42-11	MCAH Title V	\$18,483.00	\$0.00	\$18,483.00
PE42-12	MCAH Oregon Mothers Care Title V	\$2,500.00	\$0.00	\$2,500.00
PE43-01	Public Health Practice (PHP) - Immunization Services	\$8,986.00	\$0.00	\$8,986.00
PE44-01	SBHC Base	\$60,000.00	\$6,000.00	\$66,000.00

4) OHA Public Health Funds Approved				
Number	Program	Previous Award Balance	Increase / Decrease	Current Award Balance
PE44-02	SBHC - Mental Health Expansion	\$40,000.00	\$0.00	\$40,000.00
PE46-05	RH Community Participation & Assurance of Access (to be inactivated upon SFY23	\$13,677.17	\$0.00	\$13,677.17
PE51-01	LPHA Leadership, Governance and Program Implementation	\$202,064.82	\$0.00	\$202,064.82
PE51-03	ARPA WF Funding	\$75,010.00	\$0.00	\$75,010.00
PE51-05	CDC PH Infrastructure Funding	\$0.00	\$128,712.00	\$128,712.00
PE75	Lower Umatilla Basin Ground Water Management Area Services	\$117,000.00	\$0.00	\$117,000.00
		\$1,346,377.35	\$134,712.00	\$1,481,089.35

9/1/2022: Funds are available 07/01/2022 - 06/30/2023. Not eligible for Carryover
9/1/2022: Funds are available 07/01/2022 - 06/30/2023
9/1/2022: Funds are available 07/01/2022 - 06/30/2023
9/2022: Awarded funds can be spent on allowable costs for the period of 7/1/2022 - 6/30/2024. Any unspent funds as of 6/30/23 will be rolled over into the FY24 award. Please see provided budget guidance for more details on roll over information.
3/2023: Awarded funds can be spent on allowable costs for the period of 7/1/2022 - 6/30/2025. Any unspent funds as of 6/30/23 will be rolled over into the FY24 award. Please see provided budget guidance for more details on roll over information.
5/2022: Indirect rate maximum is 10%
5/2022: Indirect rate maximum is 10%
9/2022: Funds available for 7/1/22-6/30/23. Not eligible for carryover.
10/2022: unspent funds from FY23 can be carried over to FY24 – Funds must be spent by 6/30/2024.

6) Commer	nts:
PE01-07	9/2022: rollover unspent funds from FY22 to FY23;
PE01-09	9/2022: rollover unspent funds from FY22 to FY23;
PE01-10	3/2023: correcting pmt sources - moving from CARES 4 to CARES 5 funding source and updating CARES 5 PCA 9/2022: rollover unspent funds from FY22 to FY23;
PE12-01	12/2022: SFY23 Unspent SFY22 funds \$3,572 must be spent by 6/30/2023. A revised program budget is due 1/31/2023
PE13-01	10/28/22: Amendment to add FY22 Carry-over funds of \$6951
PE42-04	5/2022: SFY23 award is for the period of 7/1/2022 to 6/30/2023.
PE42-06	4/2023: Redistribution of existing award due to new PCA effective 10/1/2022, no change in award amount for SFY23.
PE44-01	02/23: Q1 SFY23 re-obligated roll-over from Q4 SFY22, based on final R/E report
PE44-02	8/2022: realignment of funding source
PE46-05	07/2022: SFY23 Title X Initial Award
PE51-01	9/2022: move unspent funds from FY22 to FY23;
PE51-03	9/2022: rollover unspent funds from FY22
PE51-05	March 2023: SFY23 Award Available 12/1/22-6/30/23. Funds are available 12/1/22-11/30/27. Unspent funds in SFY23 will be carried over to the next fiscal year.
PE75	12/2022: \$117,000 must be spent between 10/1/22 and 6/30/23.

#### 7) Capital outlay Requested in this action:

Prior approval is required for Capital Outlay. Capital Outlay is defined as an expenditure for equipment with a purchase price in excess of \$5,000 and a life expectancy greater than one year.

Program	Item Description	Cost	PROG APPROV	

## Attachment B Information required by CFR Subtitle B with guidance at 2 CFR Part 200 (FY23)

PE51-05	CDC PH Infrastructure Funding
Federal Aw ard Identification Number:	NE11OE000080
Federal Aw ard Date:	11/29/22
Budget Performance Period:	12/1/2022-11/30/2027
Aw arding Agency:	CDC
CFDA Number:	93.967
CFDA Name:	CDC's Collaboration with Academia to
	Strengthen Public Health
Total Federal Aw ard:	\$30,054,888
Project Description:	Oregon Health Authority, Public Health Division's
	application for Strengthening U.S. Public Health
	Infrastructure, Workforce, and Data Systems
	(CDC-RFA-OE22-2203)
Aw arding Official:	Lauren Bartell Billick
Indirect Cost Rate:	
Research and Development (T/F):	FALSE
HIPPA	No
PCA:	50297
Index:	50107

Agency	UEI	Amount	Grand Total:
Morrow	GLDSK7FBFJ15	\$128,712.00	\$128,712.00

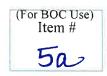


Presenter at BOC: Aaron Moss

#### **AGENDA ITEM COVER SHEET**

Morrow County Board of Commissioners (Page 1 of 2)

Date submitted to reviewers: 5-11/2023



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

Department:	Requested Agenda Date: 5/17-2023			
Short Title of Agenda Item:	-	-		
	g & Adoption of Broadband Consortium Ordinance No. ORD-2023-4; and ntal Agreement with the Port of Morrow			
Intergovernmen	nai Agreement with the Port of Morrow			
This Item Invo	dding Consent Agenda Eligible ted: Discussion & Action Estimated Time:	÷		
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:	38			
-	Department Director Required for all BOC meeting	gs		
DATE		-		
D. (TIE	County Administrator Required for all BOC meeting	gs		
DATE				
DATE	County Counsel *Required for all legal docum	ients		
	Finance Office *Required for all contracts; of	ther		
DATE	items as appropriate.			
	Human Resources *If appropriate			
DATE	*Allow I week for review (submit to all simultaneously). When each office has notified th	e submitting		
<del></del>	department of approval, then submit the request to the BOC for placement on the agenda			

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

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

Who We Are: The Morrow County Broadband Action Team has, to date, been an informal group of community stakeholders dedicated to bridging the digital divide across Morrow County, mostly in its rural and unincorporated areas. The group includes representatives from local electric cooperatives, economic development organizations, Internet service providers, other private sector partners, local school districts, and representatives from all levels of government.

Landmarks and Activities: Amongst other activities, the Morrow County Broadband Action Team has conducted extensive stakeholder engagement, facilitated several broadband affordability initiatives, put together a local broadband infrastructure map, developed multiple versions of high-level engineering designs, and built a public-private planning strategy to seek grant funding to serve currently unserved and under-served community members (around 1100 residences).

Our Request: Following three joint work sessions, the Morrow County Broadband Action Team requests that the Morrow County Commission approves the Intergovernmental Agreement and conducts a first reading of the ordinance. The first broadband planning grant application window closes June 20th, and the second program is scheduled to become available in June. The goal is to establish this entity with a June first effective date for both the IGA and ordinance to apply for these funding opportunities to explore private and public-private partnership options with the ultimate goal of developing a plan for the succeeding broadband infrastructure grant programs.

The founding contribution request from both entities is \$52,914.50.

#### 2. FISCAL IMPACT:

\$52,914.50

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

- 1. Provide the second reading of Ordinance No. ORD-2023-4, by title
- 2. Move to adopt Ordinance No. ORD-2023-4
- 3. Move to approve the Intergovernmental Agreement to Establish the Morrow County Broadband Network Consortium
- \* Attach additional background documentation as needed.

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

RATIFYING THE CREATION OF A	)	
BROADBAND PUBLIC IMPROVEMENT	)	ORDINANCE NO. ORD-2023-4
CONSORTIUM KNOWN AS THE MORROW	)	
COUNTY BROADBAND ACTION TEAM,	)	
IN ACCORDANCE WITH ORS 190.085	)	

WHEREAS, ORS 190.010 provides that units of local government may enter into agreements for the performance of any functions and activities that any party to the agreement, or its officers or agents, has the authority to perform; and

WHEREAS, under ORS 190.085, each party to an intergovernmental agreement creating an intergovernmental entity must enact an ordinance ratifying the creation of the intergovernmental entity prior to the effective date of the intergovernmental agreement; and

WHEREAS, Morrow County desires to declare its intent to create an intergovernmental entity by intergovernmental agreement and ratify the creation of such an intergovernmental entity.

### NOW THEREFORE, THE MORROW COUNTY BOARD OF COMMISSIONERS ORDAINS AS FOLLOWS:

- Section 1. Findings. The above-stated findings are hereby adopted.
- Section 2. Short Title. This Ordinance No. ORD-2023-4 may be referred to as the "Morrow County Broadband Action Team Consortium Ratifying Ordinance" and will be cited and referred to herein as this "Ordinance."
- Section 3. <u>Definitions</u>. For purposes of this Ordinance, the following terms and phrases have the meanings assigned to them below:

"Agreement" means the intergovernmental agreement entered between the parties establishing the Consortium (and the terms and conditions under which the Consortium will operate) substantially in the form attached hereto as Exhibit A.

"Board" means Consortium's board of directors.

"Consortium" means the broadband public improvement consortium known as the Morrow County Broadband Action Team.

"Services" has the meaning assigned to such term in the Agreement.

"Law(s)" mean all federal, state, and local laws, statutes, ordinances, and/or regulations directly or indirectly affecting County and/or this Agreement, including, without limitation, the Americans with Disabilities Act of 1990 (and the rules and regulations promulgated thereunder) and ORS Chapter 190, all as now in force and/or which may hereafter be amended, modified, enacted, or promulgated.

"Managing Director" has the meaning assigned to such term in the Agreement.

"Party(ies") means, individually and collectively, Morrow County, an Oregon county, and the Port of Morrow, an Oregon special district.

"Project(s)" has the meaning assigned to such term in the Agreement.

- Section 4. <u>Intent; Effective Date</u>. The County hereby declares its intent to create the intergovernmental entity to be known as the Morrow County Broadband Action Team (Morrow County BAT) by intergovernmental agreement. The effective date of the Agreement is May 17, 2023. County approves the Agreement substantially in the form attached hereto as <u>Exhibit A</u>.
- Section 5. Public Purposes. Consortium's purposes include, without limitation, the following: (a) stimulating economic recovery and revitalization for each Party by pooling resources and enabling increased efficiency for each Party to complete the broadband public improvement Projects; (b) plan for the most effective and efficient use of combined resources to complete the Projects; (c) recruit, select, employ, or contract with the Managing Director; (d) provide a forum for communication and consultation among the Parties and provide an opportunity for a cooperative and equitable sharing of expenses, resources, data, expertise, and experience of each unit of local government; and (e) carry out such other necessary and/or appropriate responsibilities and functions identified by the Parties from time to time.
- Section 6. Consortium Powers; Duties; Functions. Consortium will have the authority to act in the interest of the Parties concerning the Projects (including functions related thereto) that are submitted to the Consortium and such other responsibilities assigned by the Parties from time to time. Without otherwise limiting the generality of the foregoing, Consortium will have the following general powers: (a) adopt, through action of the Board, such bylaws, rules, regulations, and policies necessary to carry out the purposes and duties under the Agreement; (b) evaluate and approve the Projects, (c) coordinate logistics for approved Projects, (d) subject to the terms of the Agreement and/or ORS chapter 190, perform such other responsibilities as may be assigned by the Parties from time to time, and (e) enter into agreements with other public and/or private entities for the

purpose of executing Projects. Notwithstanding anything contained in this Agreement to the contrary, County will not have the authority to bind and/or encumber the participating governmental units in any manner except as the Parties agree through both the policy and administrative authority granted to their appointed member of the Board.

- Section 7. Severability; Corrections. All pronouns contained in this Ordinance and any variations thereof will be deemed to refer to the masculine, feminine, or neutral, singular or plural, as the identity of the parties may require. The singular includes the plural and the plural includes the singular. The word "or" is not exclusive. The words "include," "includes," and "including" are not limiting. Any reference to a particular law, statute, rule, regulation, code, or ordinance includes the law, statute, rule, regulation, code, or ordinance as now in force and hereafter amended. If any section, subsection, sentence, clause, and/or portion of this Ordinance is for any reason held invalid, unenforceable, and/or unconstitutional, such invalid, unenforceable, and/or unconstitutional section, subsection. sentence, clause, and/or portion will (a) yield to a construction permitting enforcement to the maximum extent permitted by applicable law, and (b) not affect the validity, enforceability, and/or constitutionality of the remaining portion of this Ordinance. This Ordinance may be corrected by the County to cure editorial and/or clerical errors.
- Section 8. <u>Emergency Clause and Effective Date</u>: The Morrow County Board of Commissioners does declare an emergency as to this Ordinance, and as such the Ordinance will be effective upon passage.

Date of First Reading: May 3, 2023
Date of Second Reading & Effective Date: May 17, 2023

Dated this 17th day of May 2023.

### BOARD OF COMMISSIONERS OF MORROW COUNTY, OREGON

Approved as to Form:	David Sykes, Chair
Justin Nelson OSB #074460 Morrow County Counsel	Jeff Wenholz, Commissioner
	Roy Drago Jr., Commissioner

## INTERGOVERNMENTAL AGREEMENT TO ESTABLISH MORROW COUNTY BROADBAND NETWORK CONSORTIUM

This Intergovernmental Agreement to Establish Morrow County Broadband Network Consortium (this "Agreement") is dated May 17, 2023, and made effective for all purposes as of May 17, 2023 (the "Effective Date"), and is entered into between Port of Morrow ("Port"), an Oregon port district organized under ORS chapter 777 or 778, and Morrow County ("County"), a political subdivision of the State of Oregon.

#### **RECITALS:**

- A. Parties desire to promote economic development, access to telehealth services, educational activities, and many other applications of digital connectivity within Morrow County, surrounding communities, and within their respective jurisdictions by developing a digital broadband network comprising a combination of publicly owned, privately owned, and/or leased assets. Parties desire that the digital broadband network is reliable and affordable.
- B. Parties find that the development of a reliable and affordable broadband network necessitates the establishment of an intergovernmental entity organized under ORS chapter 190, which intergovernmental entity will provide centralized ownership, management, and control of the broadband network and associated property, plant, and equipment. The intergovernmental entity will be a legal entity separate and distinct from the Parties. The intergovernmental entity will be responsible for evaluating, approving, and providing logistical assistance in the execution of broadband projects, including, without limitation, project feasibility, requirements, and funding.
- C. This Agreement is made by the Parties pursuant to ORS 190.010, which statute provides that units of local government may enter into agreements for the performance of any functions and activities that any party to the agreement, or its officers or agents, has the authority to perform.

#### AGREEMENT:

NOW, THEREFORE, in consideration of the Parties' covenants and agreements contained herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereto hereby agree as follows:

- 1. <u>Definitions</u>. Unless defined elsewhere in this Agreement, capitalized terms contained in this Agreement have the meanings assigned to them in the attached <u>Appendix A</u>.
  - 2. <u>Morrow County Broadband Network Consortium.</u>
- 2.1 <u>Formation; Responsibility</u>. The Parties hereby create the Morrow County Broadband Network Consortium ("Consortium"), an intergovernmental entity created pursuant to ORS chapter 190. Consortium's initial members are the Parties. Consortium will have responsibility and authority to (a) plan for and study the best method(s) to design, construct,

own, operate, and/or maintain the Network and future telecommunications infrastructure for the benefit of the Parties and their respective residents, other governmental entities, and public and private health and safety organizations, (b) own, manage, control, and operate the Network (and any digital systems obtained by Consortium) and all associated Network traffic, software management, maintenance costs, and connections to public buildings, (c) provide a forum for communication and consultation among the Parties, (d) provide an opportunity for a cooperative and equitable sharing of expenses, data, expertise, experience, and plans between the Parties, (e) modernize telecommunications infrastructure within the jurisdictions of each Party to ensure sufficient and efficient capacity, speed, resilience, scalability, and access to Consortium's residents, (f) receive funds necessary to manage and operate the Network and Consortium, (g) acquire such additional tangible and intangible assets deemed necessary or appropriate for Consortium purposes, (h) approve and complete proposed Projects, (i) assist and coordinate necessary logistics to execute approved Projects (including functions related thereto), and (i) subject to the terms and conditions contained in this Agreement and/or ORS chapter 190. perform such other duties and responsibilities assigned by the Parties from time to time. Without otherwise limiting the generality of the immediately preceding sentence, and subject to the Laws, Consortium will have the following general powers: (k) adopt, through action of the Board, such bylaws, rules, regulations, standards, and/or policies necessary to carry out Consortium's purposes and/or this Agreement; and (1) perform and exercise all powers pursuant to the Laws, including, without limitation, the Oregon Constitution, the principal acts of the Parties, and ORS chapter 190, which are necessary and/or appropriate to perform (or caused to be performed) the Services.

- 2.2 <u>Purpose</u>. Consortium's purposes include, without limitation, the following: (a) stimulating economic recovery and revitalization for each Party by pooling resources and enabling increased efficiency for each Party to complete the Projects; (b) plan for the most effective and efficient use of combined resources to complete the Projects; (c) recruit, select, and employ (or contract for) the Managing Director; (d) provide a forum for communication and consultation among the Parties and provide an opportunity for a cooperative and equitable sharing of expenses, resources, data, expertise, and experience among the Parties; and (e) carry out such other necessary and/or appropriate responsibilities and functions identified by the Parties from time to time.
- 2.3 General Authority. Except as otherwise provided in this Agreement and/or ORS chapter 190, Consortium will have the authority to act in the interests of the Parties to oversee and direct operation of the Network (and such other duties and responsibilities assigned by the Parties from time to time). Without otherwise limiting the generality of the immediately preceding sentence, and subject to the Laws, Consortium will have the following general powers: (a) purchase, own, hold, appropriate, and/or condemn land, property, facilities, and/or right-of-way either in Consortium's name or in the name of an individual Party in furtherance of the construction, ownership, operation, and/or maintenance of the Network; (b) enter into agreements with other public and/or private entities for the purpose of design, construction, ownership, operation, and/or maintenance of the Network; (c) issue, sell, and/or otherwise dispose of bonds, securities, and/or other forms of indebtedness, including, without limitation, the power to raise revenue bonds under ORS chapter 287A; and (d) exercise all powers pursuant to the Laws, including, without limitation, the principal acts of the Parties and

ORS chapter 190, which are necessary and/or appropriate to carry out the purposes of Consortium and/or this Agreement.

- 2.4 <u>Party Responsibilities</u>. In addition to all other Party responsibilities contained in this Agreement, including, without limitation, the cost-sharing obligations described in Section 5, each Party will (a) require that the Party's Standing Member provide the Party's governing body with regular updates concerning Consortium activities and the Services, and (b) host any required Board and/or community meetings from time to time.
- 2.5 Office: Equipment. Consortium's initial office space(s), equipment, and furnishings are located at \_\_\_\_\_\_, and generally consist of office equipment and furniture.
- 2.6 <u>Eligible Entity Admission</u>. Subject to the Laws, including, without limitation, ORS chapter 190, one or more Eligible Entities may become a party to this Agreement and Consortium if first approved by the unanimous consent of the Standing Members. Notwithstanding the immediately preceding sentence, an Eligible Entity will not become a party to this Agreement and Consortium unless and until the Eligible Entity signs a counterpart signature page to this Agreement and executes such other documents and instruments as the Standing Members determine necessary or appropriate.

#### 3. Board of Directors.

- Membership. Consortium will be governed by a board of directors consisting of the following persons (the "Board"): (a) the governing body of each Party will appoint two of its officials to serve on the Board (each a "Standing Member"); and (b) the thenappointed Standing Members will appoint one person to serve on the Board (the "At-Large Position"). Each Standing Member will serve at the pleasure of his or her appointing Party and may be removed and replaced by the governing body of the appointing Party. If a Standing Member vacates his or her position, the governing body of the Party that appointed the departed Standing Member will fill the vacancy. The At-large Member will be appointed, and may be removed and replaced, by majority vote of the Standing Members. The At-large Member may not be an elected official, officer, and/or employee of any Party. If an At-Large Member vacates his or her position, the Standing Members will fill the vacancy. Each fiscal year the Board will elect a chairperson and vice-chairperson from its membership, each of whom will serve a oneyear term; provided, however, no Board member will serve more than one year as chairperson in any four-year period. Subject to the terms and conditions contained in the Bylaws, the chairperson will preside over all Board meetings and perform such other duties prescribed by the Board from time to time.
- 3.2 <u>Meetings</u>. Subject to the terms and conditions contained in this Agreement, a majority of the then-appointed Board members will constitute a quorum for the purpose of conducting its business, exercising its powers, and for all other purposes. Except as this Agreement and/or applicable Law requires otherwise, the express concurrence (approval) of a quorum of the Board is necessary to decide any question and/or take any action before the Board. Each Board member will be entitled to vote on all Board decisions, subject to applicable

Laws. Regular meetings of the Board will be held no less than twice per fiscal year (or quarterly if the Board deems appropriate) on such day(s), time(s), and place(s) determined by the Board. Subject to applicable Law, special meetings (with at least five days' prior written notice) and emergency meetings may be called by the chairperson or two or more Board members. All Board meetings are subject to Oregon's Public Meetings Law, ORS 192.610 – ORS 192.690, as amended. Unless otherwise provided, Robert's Revised Rules of Order will govern all procedural matters.

- 3.3 <u>Authority</u>. Subject to any limitations set forth in this Agreement and/or ORS chapter 190, the Board will have the authority and responsibilities set forth in this Agreement, including, without limitation, the following:
- 3.3.1 The Board has the authority to perform the following: (a) oversee and have full responsibility for all matters pertaining to Consortium's operations; (b) review and approve Consortium's budget pursuant to applicable Law, including, without limitation, ORS 294.900 ORS 294.930 (if and to the extent applicable); (c) approve capital purchase requests if not previously approved in the Budget; (d) review performance concerning implementation of Consortium's policies and the Budget; and/or (e) carry out such other activities as are necessary, required, and/or implied to accomplish Consortium's purposes, this Agreement, and/or as provided under ORS chapter 190.
- 3.3.2 Without otherwise limiting the generality of Section 3.3.1, the Board has the authority to perform the following: (a) recruit and select the Managing Director; (b) establish a job description, salary, contract fees (if applicable), and budget for the Managing Director; (c) receive and review reports from the Managing Director concerning the Projects and ancillary operations and duties; (d) approve expenditures for Consortium assets for the benefit of all Parties; and (e) prepare and provide each Party with a monthly financial report consisting of an accounting of Consortium funds. Notwithstanding anything contained in this Agreement to the contrary, the Board will not have the authority to perform the following: (f) commit the taxing authority or general funds of any Party; (g) impose ad valorem property taxes and/or issue general obligation bonds; and/or (h) expend (or cause the expenditure of) funds exceeding (or inconsistent with) the Budget.
- 3.3.3 Within ninety (90) days after the Effective Date, the Parties will adopt certain Bylaws of Morrow County Broadband Network Consortium substantially in the form attached hereto as Exhibit A (the "Bylaws").

#### 4. Consortium; Managing Director.

4.1 <u>Responsibilities; Costs.</u> Subject to the terms and conditions contained in this Agreement, Consortium will be responsible for, and is hereby empowered to take, all actions necessary and/or appropriate to support Consortium's operations and affairs in accordance with this Agreement and all Board policies. Without otherwise limiting the generality of the immediately preceding sentence, Consortium will provide and/or perform the following: (a) employ (or contract with) and terminate the Managing Director subject to and in accordance with Consortium's policies and procedures; (b) enter into contracts subject to and in accordance with

this Agreement, the Laws, and all Board policies (including, without limitation, all applicable public contracting rules and procedures); and (c) carry out such other necessary and/or appropriate responsibilities and functions that the Board may impose from time to time.

# 4.2 Managing Director.

- 4.2.1 Consortium will employ (or contract with) a person to serve as the Managing Director. Consortium will pay all compensation, benefits, taxes, costs, and expenses arising out of or resulting from Consortium's employment of (or contract with) the Managing Director, including, without limitation, vacation, sick leave, holidays, social security, unemployment benefits, contributions to any applicable employee retirement programs, workers' compensation insurance, medical insurance, dental insurance, and life and disability insurance (all if and to the extent applicable).
- 4.2.2 The Managing Director will report to the Board and be subject to the general direction and control of the Board. Subject to the terms and conditions contained in this Agreement, the Managing Director will perform those Managing Director services identified in the attached Schedule 4.2.2 (the "Services"). The Managing Director will (a) consult with and advise the Board on all matters concerning the Services reasonably requested by the Board, (b) communicate all matters and information concerning the Services to the Board and perform the Services under the general direction of the Board, (c) devote such time and attention to performance of the Services as is necessary or appropriate, and (d) perform the Services to the best of the Managing Director's ability in accordance with this Agreement and the Managing Director's letter of employment or contract with Consortium.
- 4.2.3 Subject to the terms and conditions contained in this Agreement, Consortium is responsible for all personnel or contract matters concerning the Managing Director, including, without limitation, compensation, benefits, standards of service, discipline, performance of duties, working hours, termination, and employment. The Managing Director will not be entitled to any wages and/or benefits which accrue to employees of any Party, including, without limitation, unemployment benefits, contributions to the Public Employees Retirement System, workers' compensation insurance, medical insurance, dental insurance, and life and disability insurance. Consortium contractors and employees (including, without limitation, the Managing Director) are not contractors or employees of the Parties.

# 5. Budget; Contributions; Ownership; Accounting.

5.1 Operating Budget. In accordance with and subject to the Laws, including, without limitation, applicable Oregon Local Budget Law provisions, Consortium may make expenditures for the acquisition, purchase, and/or lease of materials, services, supplies, facilities, personnel, real and/or personal property, and/or equipment as necessary or appropriate to carry out Consortium's purposes and/or this Agreement. Expenditures will not exceed funds appropriated for the specific purposes and will be made in accordance with applicable Law. The Managing Director will prepare, develop, and recommend Consortium's annual operating budget (the "Budget") for the Board's review and approval. Consortium will adhere to the fiscal year budget preparation cycle and will endeavor to adopt its annual budget in May or June each year.

The budget period will be on a fiscal year basis beginning on July 1 each year and ending on the immediately following June 30.

- 5.2 <u>Contributions</u>. Subject to the terms and conditions contained in this Agreement, Consortium's activities, including, without limitation, employment or contract with the Managing Director, will be funded in equal parts through the cost-sharing formula/Parties' annual contributions (each a "Contribution") identified in the Contribution Schedule attached hereto as <u>Schedule 5.2</u> (the "Contribution Schedule"). The Contribution Schedule will be reviewed by the Board no less than annually and will be based on the then-applicable Budget. The Parties may increase or decrease the total Contribution amount from time to time if and when the Board determines necessary or appropriate. Any increase in the total Contribution amount will be proportionally borne by all Parties consistent with the Contribution percentages identified in the Contribution Schedule.
- 5.3 Payment; Consortium Funds. Each Party will timely pay its Contribution amount and its share of the Operating Expenses based on the then-applicable Contribution Schedule. In September each year, Consortium will invoice each Party for the Party's Contribution amount. Each Party will pay the amount due under each invoice within thirty (30) days after the Party's receipt of the invoice. Consortium will maintain one or more bank accounts dedicated to the purpose of recording financial transactions specific to Consortium's activities. All funds received by Consortium, including, without limitation, funds contributed in accordance with this Section 5.3, will be maintained in Consortium accounts. Consortium funds will not be commingled with any Party funds (and will be maintained in accounts separate from any Party accounts).
- 5.4 <u>Borrowed Employees</u>. If a Party employee performs any services for or on behalf of Consortium (the "Borrowed Employee"), the Party employing the Borrowed Employee (the "Borrowed Employer") will charge (invoice) Consortium the Borrowed Employee's charge out rate (and all other expenses incurred by the Party). Consortium will pay the amount invoiced no later than thirty (30) days after invoice from the Borrowed Employer.
- 5.5 Accounting. In September each year (or such other schedule as the Parties may agree from time to time), Consortium will complete an accounting of Consortium expenditures during the immediately preceding fiscal year. If Consortium's accounting determines that the Contributions identified in Contribution Schedule were insufficient to cover Consortium's expenditures during the immediately preceding fiscal year, each Party will pay the unpaid balance (on a proportionate basis consistent with the Party's percentage identified in the Contribution Schedule) within thirty (30) days after the Party's receipt of notice from Consortium. Subject to the Laws and this Agreement, contributions received exceeding budgeted operational costs may be (a) returned to the Parties when such action is made part of Consortium's adopted budget, (b) expended for other Consortium activities, and/or (c) held in a reserve account for Consortium's future needs.
  - Insurance; Indemnification; Relationship.

- 6.1 Consortium Insurance. Consortium will obtain and maintain adequate insurance to cover Consortium's operations. Without otherwise limiting the generality of the immediately preceding sentence, Consortium will obtain and maintain, in addition to all other insurance required under this Agreement, the following minimum levels of insurance: (a) general liability insurance for all losses or claims arising out of or related to Consortium's operations (including, without limitation, damages as a result of death or injury to any person or destruction or damage to any property) with limits of no less than \$1,000,000.00 per occurrence, \$2,000,000.00 in the aggregate; (b) if applicable, employer liability insurance with limits of no less than \$500,000.00 per occurrence and in the aggregate; and (c) workers' compensation insurance in form and amount sufficient to satisfy the requirements of applicable Oregon law (the workers' compensation insurance policy will contain a waiver of subrogation in favor of each Party). Each liability insurance policy required under this Agreement will be in form and content satisfactory to the Board, will list each Party (and each Party's Representatives) as additional insured(s), and will contain a severability of interest clause. Notwithstanding anything in this Agreement to the contrary, the Board may increase the minimum levels of insurance (or types of insurance) Consortium is required to carry under this Agreement so that Consortium's insurance at least equals the applicable limits of liability identified under the Oregon Tort Claims Act (ORS 30.260 - ORS 30.300).
- 6.2 <u>Consortium Indemnification</u>. To the fullest extent permitted under applicable Law, Consortium will defend, indemnify, and hold the Parties and their respective Representatives harmless for, from, and against all claims, actions, proceedings, damages, liabilities, injuries, losses, and expenses of every kind, whether known or unknown, including, without limitation, attorney fees and costs, resulting from or arising out of Consortium's operations.
- 6.3 Party Indemnification. To the fullest extent permitted under applicable Law, each Party will defend, indemnify, and hold Consortium and the other Parties (and their respective Representatives) harmless for, from, and against all claims, actions, proceedings, damages, liabilities, injuries, losses, and expenses of every kind, whether known or unknown, including, without limitation, attorney fees and costs, resulting from or arising out of the Party's breach and/or failure to perform the Party's obligations contained in this Agreement. Each Party will retain all immunities and privileges granted under the Oregon Tort Claims Act (ORS 30.260 ORS 30.300) and all other statutory rights granted due to the Party's status as a public body or agency.
- 6.4 Relationship. Each Party is an independent contractor of the other Parties. This Agreement does not create a joint venture and/or agency relationship between the Parties. No Party has the authority to bind the other Party and/or represent to any person that a Party is an agent of the other Party. No Party will provide any benefits to any other Party; each Party will be solely responsible for obtaining the Party's own benefits, including, without limitation, insurance, medical reimbursement, and retirement plans. Notwithstanding anything contained in this Agreement to the contrary, Consortium (or the Board) will not have the authority to bind and/or encumber a Party in any manner except as the Party agrees through both the policy and administrative authority granted to the Party's then-appointed Standing Members.

## 7. Term; Termination.

- 7.1 Term. Subject to the terms and conditions contained in this Agreement, the term of this Agreement commenced on the Effective Date and will remain in full force and effect until June 30, 2024 (the "Initial Term"), unless sooner terminated as provided in this Agreement. Upon expiration of the Initial Term, this Agreement will automatically renew for one or more term(s) of one year each, unless sooner terminated in accordance with this Agreement. Commencing on or about July 1, 2024, and continuing on or about the same day each year thereafter during the term of this Agreement, the Parties will review this Agreement to determine whether any changes and/or modifications to this Agreement are necessary or appropriate. Any changes and/or modifications to this Agreement require the Parties' written agreement. Notwithstanding anything contained in this Agreement to the contrary, the Parties may terminate this Agreement by the Parties' written agreement.
- 7.2 <u>Limited Voluntary Withdrawal</u>. Any Party may terminate its participation in the Consortium (and its obligations under this Agreement) by providing no less than six months' prior written notice to the chairperson and the other Party; provided, however, neither Party may terminate (unilaterally) the Party's participation in the Consortium (and this Agreement) during the Initial Term unless such termination is "for cause" under Section 7.3. Withdrawal (and termination of this Agreement) will be effective at 11:59 PM of the June 30 that is no less than six months after the date the withdrawal notice is transmitted. The withdrawing Party will (a) continue to pay its share of, and/or be responsible for, its Contribution amounts through and until the effective date of the Party's withdrawal, and (b) will defend, indemnify, and hold Consortium and the remaining Parties harmless for, from, and against those financial responsibilities and obligations attributable to the withdrawing Party and/or accruing prior to the effective date of the withdrawing Party's withdrawal. A Party's withdrawal will not relieve the withdrawing Party from any liabilities or obligations incurred prior to the effective date of the withdrawal.

#### 7.3 For Cause Termination.

- 7.3.1 Either Party may terminate the Party's participation in Consortium (and this Agreement) immediately upon notice to the chairperson and the other Party upon the occurrence of any of the following "for cause" events: (a) continuous and repeated problems occur in connection with Consortium's and/or the other Party's performance of its obligations under this Agreement; and/or (b) Consortium and/or the other Party breaches and/or otherwise fails to perform any of Consortium's and/or the other Party's representations, warranties, covenants, and/or obligations contained in this Agreement.
- 7.3.2 Prior to any Party's termination of this Agreement for cause under Section 7.3.1, the non-defaulting Party will provide Consortium and the alleged defaulting Party prior written notice of the alleged default (the "Default Notice"), which Default Notice will specify with reasonable particularity the default the non-defaulting party believes exists. Commencing on Consortium's and/or the alleged defaulting Party's receipt of the Default Notice (as applicable), Consortium or the alleged defaulting Party will have ten (10) days within which to cure or remedy the alleged default(s) (the "Cure Period"); provided, however, if the nature of

the default(s) is such that it cannot be completely remedied or cured within the Cure Period, there will not be a default by Consortium or the alleged defaulting Party (as applicable) under this Agreement if Consortium or the alleged defaulting Party begins correction of the default within the Cure Period and thereafter proceeds with reasonable diligence to effect the remedy as soon as practicable.

#### 7.4 Dissolution.

- 7.4.1 The Parties may terminate this Agreement and dissolve Consortium at any time by the Parties' unanimous written consent. If all then-Parties to this Agreement agree to terminate this Agreement and dissolve Consortium, the dissolution motion will provide an estimated timeline for the dissolution and will name three Standing Members (the "Dissolution Manager(s)") responsible for overseeing the dissolution process. The Dissolution Managers may retain professional assistance as needed and will take immediate steps to permanently terminate and dissolve Consortium. These dissolution steps may include, without limitation, the following:
- 7.4.1.1 Providing written notice of Consortium's dissolution to the elected officials of each Party. This notice will include the proposed timeline for the dissolution and such other information the Dissolution Managers determined necessary or appropriate.
- 7.4.1.2 Notification of Consortium's dissolution to all neighboring agencies, all necessary state and federal agencies, and all partners.
- 7.4.1.3 Preparation of a budget document accounting for all Consortium funds, revenues, assets, and liabilities.
- 7.4.1.4 Payment of all Consortium debts and other financial responsibilities, including a final accounting of all debts and resources.
- 7.4.1.5 Payment and/or performance of those dissolution related tasks or responsibilities identified under Section 7.5.
- 7.5 <u>Liquidation</u>. Upon Consortium's dissolution, each Party on the date of dissolution will be responsible for its Contribution amount through the date of dissolution. Upon dissolution and subject to applicable Law, (a) Consortium's cash, if any, will be distributed to each Party in proportion to each Party's Contribution percentage, (b) all remaining Consortium assets will be distributed in the manner agreed upon by the Parties, which may include, without limitation, the sale or transfer of Consortium's facilities and equipment, and (c) Consortium personnel and employees will be transferred or terminated subject to and in accordance with applicable Oregon law.

#### 8. Miscellaneous.

8.1 <u>Coordination; Assignment; Binding Effect</u>. The Parties will maintain adequate levels of communication to ensure maximum cooperation and coordination between the

Parties. No Party may assign any of the Party's rights and/or obligations under this Agreement to any person without the prior written consent of all other Parties. Subject to the immediately preceding sentence, this Agreement will be binding on the Parties and their respective administrators, successors, and permitted assigns and will inure to their benefit. The Parties will execute all documents or instruments and will perform all lawful acts necessary or appropriate to carry out the intent of this Agreement. All exhibits, schedules, instruments, and other documents referenced in this Agreement are part of this Agreement.

- 8.2 Notices; Severability; Remedies. Any notice will be deemed given when personally delivered or delivered by facsimile or email transmission (with electronic confirmation of delivery), or will be deemed given three days following delivery of the notice by U.S. mail, certified, return receipt requested, postage prepaid, by the applicable Party to the address shown in Appendix A (or any other address that a Party may designate by notice to the other Parties), unless that day is a Saturday, Sunday, or legal holiday, in which event it will be deemed delivered on the next following business day. Each provision contained in this Agreement will be treated as a separate and independent provision. The unenforceability of any one provision will in no way impair the enforceability of any other provision contained herein. Any reading of a provision causing unenforceability will yield to a construction permitting enforcement to the maximum extent permitted by applicable law. Subject to the terms and conditions contained in this Agreement, each Party will pay all wages and benefits due the Party's personnel, including, without limitation, overtime, workers' compensation, and death benefits. If a Party breaches and/or otherwise fails to perform any of the Party's representations, warranties, covenants, and/or obligations under this Agreement, the non-defaulting Parties may, in addition to any other remedy provided to the non-defaulting Parties under this Agreement. pursue all remedies available to the non-defaulting Parties at law or in equity. All available remedies are cumulative and may be exercised singularly or concurrently.
- 8.3 Waiver; Entire Agreement; Amendment; Counterparts. Notwithstanding anything contained in this Agreement to the contrary, no provision of this Agreement may be modified, waived, and/or discharged unless such waiver, modification, and/or discharge is agreed to in writing by the Parties. No waiver by a Party at any time of the breach of, or lack of compliance with, any conditions or provisions of this Agreement will be deemed a waiver of other provisions or conditions hereof. This Agreement contains the entire agreement and understanding between Parties with respect to the subject matter of this Agreement and contains all the terms and conditions of the Parties' agreement and supersedes any other oral or written negotiations, discussions, representations, and/or agreements. No addition, modification, amendment, or alteration to this Agreement will be effective against the Parties unless specifically agreed upon in writing and signed by the Parties. This Agreement may be signed in one or more counterparts.
- 8.4 <u>Applicable Law; Venue; Attorney Fees</u>. This Agreement will be construed, applied, and enforced in accordance with the laws of the State of Oregon. Any action or proceeding arising out of this Agreement will be litigated in courts located in Morrow County, Oregon. Each Party consents and submits to the jurisdiction of any local, state, or federal court located in Morrow County, Oregon. With respect to any dispute relating to this Agreement, or if a suit, action, arbitration, or other proceeding of any nature whatsoever is instituted to interpret

or enforce the provisions of this Agreement, including, without limitation, any proceeding under the U.S. Bankruptcy Code and involving issues peculiar to federal bankruptcy law or any action, suit, arbitration, or proceeding seeking a declaration of rights or rescission, the prevailing Party will be entitled to recover from the losing Party(ies) its reasonable attorney fees, paralegal fees, expert fees, and all other fees, costs, and expenses incurred in connection therewith, as determined by the judge or arbitrator at trial, arbitration, or other proceeding, or on any appeal or review, in addition to all other amounts provided by law.

- 8.5 Legal Representation. The law firm of Bryant, Lovlien & Jarvis, P.C. ("Law Firm") has been employed by Columbia Bain Electric Cooperative, Inc. ("Cooperative"), an Oregon cooperative, to prepare this Agreement. Law Firm represents only Cooperative in the negotiation and preparation of this Agreement. The Parties have thoroughly reviewed this Agreement with their own legal counsel or have knowingly waived their right to do so. The rule of construction that a written instrument is construed against the party preparing or drafting such agreement will specifically not be applicable in the interpretation of this Agreement and any documents executed and delivered pursuant to, or in connection with, this Agreement.
- 8.6 Person; Interpretation; Signatures. For purposes of this Agreement, the term "person" means any natural person, corporation, limited liability company, partnership, joint venture, firm, association, trust, unincorporated organization, government or governmental agency or political subdivision, and/or any other entity. All pronouns contained herein and any variations thereof will be deemed to refer to the masculine, feminine, or neutral, singular or plural, as the identity of the Parties may require. The singular includes the plural and the plural includes the singular. The word "or" is not exclusive. The words "include," "includes," and "including" are not limiting.

IN WITNESS WHEREOF, the Parties have caused this Agreement to be binding and effective for all purposes as of the Effective Date.

Port:	County:
Port of Morrow, An Oregon Port District	Morrow County, A Political
Organized under ORS Chapter 777 or 778	Subdivision of the State of Oregon
Was Wittelsdon	
Lisa Mittelsdorf, Executive Difector	David Sykes, Chair
5/12/23	
Dated	Jeff Wenholz, Commissioner
	Roy Drago, Jr., Commissioner
	Dated
	Dated

# Appendix A Definitions

- "Agreement" has the meaning assigned to such term in the preamble.
- "At-Large Member" has the meaning assigned to such term in Section 3.1.
- "Board" has the meaning assigned to such term in Section 3.1.
- "Borrowed Employee" has the meaning assigned to such term in Section 5.4.
- "Borrowed Employer" has the meaning assigned to such term in Section 5.4.
- "Budget" has the meaning assigned to such term in Section 5.1.
- "Bylaws" has the meaning assigned to such term in Section 3.3.3.
- "Consortium" has the meaning assigned to such term in Section 2.1.
- "Contribution" has the meaning assigned to such term in Section 5.2.
- "Contribution Schedule" has the meaning assigned to such term in Section 5.2.
- "County" has the meaning assigned to such term in the preamble. County's address is 100 S. Court Street, P.O. Box 788, Heppner, Oregon 97836.
- "Cure Period" has the meaning assigned to such term in Section 7.3.2.
- "Default Notice" has the meaning assigned to such term in Section 7.3.2.
- "Dissolution Manager(s)" has the meaning assigned to such term in Section 7.4.1.
- "Effective Date" has the meaning assigned to such term in the preamble.
- "Eligible Entity(ies)" means any Oregon county, city, port, school district, community college district, and all other public or quasi-public corporation (including an intergovernmental entity or council of governments) permitted to become a party to an intergovernmental agreement and ORS chapter 190 organization under applicable Oregon law.
- "Initial Term" has the meaning assigned to such term in Section 7.1.
- "Law(s)" mean all federal, state, and/or local laws, statutes, ordinances, and/or regulations directly or indirectly affecting and/or applicable to this Agreement, Consortium, the Network, and/or Consortium's services and/or activities, including, without limitation, the Americans with Disabilities Act of 1990 (and the rules and regulations promulgated thereunder) and ORS chapter

190, all as now in force and/or which may hereafter be amended, modified, enacted, or promulgated.

"Law Firm" has the meaning assigned to such term in Section 8.5.

"Managing Director" means the employee or consultant responsible for Consortium's operational management and administration and implementation of Consortium's policies and directives established from time to time by the Board.

"Network" means the broadband infrastructure necessary to establish and operate a digital network inside and through Morrow County, Oregon, including, without limitation, extending fiber optic lines along public rights of way, utility corridors, wireless infrastructure, fiber optic infrastructure, and all fiber connections to the premises constructed, operated by, and/or controlled by Consortium.

"Operating Expense(s)" means, subject to Sections 5.3 and 5.4, all costs and expenses necessary or appropriate for Consortium's operations and/or the Network, including, without limitation, the following: (a) costs and expenses concerning the construction, installation, repair, maintenance, operation, improvement, and expansion of the Network, which costs and expenses may include. without limitation, costs and expenses attributable to right-of-way, hub locations, permitting. pole attachments, purchase and installation of poles, wires, optical fiber cable, conduits, apparatus, anchors, vaults, fixtures, equipment, and other appliances and conductors; (b) costs and expenses necessary or appropriate to construct, purchase, develop, install, repair, and maintain facilities related to or concerning the Network; (c) costs and expenses incurred for necessary or appropriate professional services, including, without limitation, surveying, accounting, audits, legal, planning, design, construction, operations, maintenance, certification, testing, and otherwise; (d) costs and expenses for comprehensive liability, casualty, and other necessary or appropriate insurance policies; (e) costs and expenses related to physical and/or environmental requirements (e.g., cable routes, hardware locations, optoelectronics locations, outdoor plant, inside plant, and shared equipment locations), infrastructure protection (e.g., switching protection, route protection, back-up power options and equipment standby), shared components (e.g., transmitters, receivers, amplifiers, passive optical devices, cable design costs, and shared fiber optic lines); and (f) all other costs and expenses necessary or appropriate for the construction, installation, repair, maintenance, and/or operation of the Network and/or Consortium's activities.

"Party" or "Parties" means the parties to this Agreement, individually and collectively.

"Port" has the meaning assigned to such term in the preamble. Port's address is 2 East Marine Drive, P.O. Box 200, Boardman, Oregon 97818.

"Project(s)" means those broadband projects and associated public improvements the Board approves from time to time and which will/are undertaken by Consortium.

"Representative(s)" mean the officers, employees, volunteers, and authorized representatives of the identified Party.

"Services" has the meaning assigned to such term in Section 4.2.2.

"Standing Member(s)" has the meaning assigned to such term in Section 3.1.

#### Exhibit A

# Bylaws of Morrow County Broadband Network Consortium

These Bylaws of Morrow County Broadband Network Consortium dated effective May 17, 2023 (these "Bylaws") are authorized under Section 3.3.3 of the Intergovernmental Agreement to Establish Morrow County Broadband Network Consortium dated effective May 17, 2023 (the "Agreement").

#### 1. NAME; FORMATION; PURPOSE; OFFICE

- 1.1 Name. This organization will be referred to as the Morrow County Broadband Network Consortium ("Consortium").
- 1.2 <u>Formation</u>. Consortium is comprised of an association of governmental entities, established by agreement of the participating entities under the authority of the State of Oregon's Intergovernmental Cooperation Statutes, ORS 190.003 to 190.110, and formalized by the Agreement between Morrow County ("County") and Port of Morrow ("Port") (each a "party" and collectively the "parties").
- 1.3 <u>Purpose</u>; <u>Authority</u>. Consortium has been established and organized for the purposes set forth in the Agreement. Consortium's powers and duties will be as provided in the Agreement, ORS Chapter 190, and as authorized by the parties from time to time.
- 1.4 Office. Consortium's office will be located at \_\_\_\_\_\_\_, or such other location determined by the Board (as defined below).

#### 2. BOARD OF DIRECTORS; OFFICERS; COMMITTEES; ADVISORY BOARD

- 2.1 <u>General Powers</u>. Consortium's powers will be exercised by and under the authority of, and the affairs of Consortium managed under the direction of, the Board subject to any limitations set forth in the Agreement, these Bylaws, and/or applicable Oregon law. Without otherwise limiting the immediately preceding sentence, the Board may establish, amend, and modify rules, regulations, requirements, standards, policies, and procedures from time to time concerning Consortium's operations.
- 2.2 <u>Membership</u>. Consortium will be governed by a board of directors consisting of five members (the "Board"), consisting of four standing Board positions (the "Standing Member(s)") and one at-large position (the "At-Large Member").
- 2.3 Appointment. The governing body of each party will appoint two of its officials to serve as Standing Members. Each Standing Member will represent his or her appointing party and may be removed and replaced by the appointing party. If a Standing Member vacates his or her position, the governing body of the party that appointed the departed Standing Member will fill the vacancy. The At-large Member will be appointed, and may be removed and replaced, by majority vote of the Standing Members. If an At-Large Member vacates his or her position, the Standing Members will fill the vacancy. The At-Large Member must be a resident of Morrow

County, Oregon and will be appointed to represent each of three disciplines: Education; Economic Development, and Utilities.

- 2.4 Qualifications. The Agreement and/or these Bylaws may prescribe additional qualifications for Board members.
- 2.5 <u>Terms of Office</u>. Each member will serve a term of two years. Members may be appointed to serve successive terms of two years (or until their successors are duly appointed). Successive terms may be served without restriction. A decrease in the number of members or term of office does not shorten an incumbent member's term. Despite the expiration of a member's term, the member continues to serve until the member's successor is appointed.

# 2.6 Officers.

- 2.6.1 The Board may elect a chairperson and such other officers it deems advisable from its membership. The chairperson will preside at all meetings of the Board and perform other duties prescribed by the Board from time to time. The chairperson will have a vote on all questions before the Board. The chairperson may be a co-signer on checks.
- 2.6.2 The Board may elect a vice-chairperson from its membership who will perform the duties of the chairperson in the absence of the chairperson. Whenever the chairperson is unable to perform the functions of the office, the vice-chairperson will act as chairperson. If both the chairperson and vice-chairperson are absent from an Consortium meeting, the members present will select one member to perform the chairperson's functions at the meeting. The vice-chairperson will have a vote on all questions before the Board.
- 2.6.3 The Board may elect a secretary from its membership who will keep the official records of Consortium, attest signatures of Consortium, certify copies of Consortium documents, and perform other record-keeping duties prescribed by the Board. The secretary will have a vote on all questions before the Board. The secretary may be a co-signer on checks.
- 2.6.4 In addition to all other duties or responsibilities assigned to the officers under the Agreement, these Bylaws, and/or membership action, each officer must regularly attend Board meetings and must notify the chair (or vice chair in case of the chair) when he or she is unable to attend a Board meeting. Should an officer's position become vacant, the membership will promptly elect a successor from its members for the unexpired term of such office. The membership may remove an officer at any time with or without cause.
- 2.7 <u>Resignation</u>. A member may resign at any time by delivering written notice to the Board, the chairperson, vice-chairperson, or secretary. A resignation is effective upon receipt of the written notice unless the notice specifies a later effective date. Once delivered, a notice of resignation is irrevocable unless revocation is permitted by the Board.
- 2.8 <u>Removal</u>. A member may be removed with or without cause, unless the Agreement or these Bylaws provides that members may be removed only for cause, by vote of two-thirds of the members then in office (or such greater number as is set forth in the Agreement or these Bylaws); provided, however, if at the beginning of a member's term on the Board, the

Agreement or these Bylaws provide that the member may be removed for reasons set forth in the Agreement or these Bylaws, the Board may remove the member for such reasons.

- 2.9 <u>Vacancies</u>. Unless the Agreement or these Bylaws provide otherwise, if a vacancy occurs on the Board, whether in the event of death, resignation, removal, or otherwise, the governing body of the party that appointed the departed member will appoint a successor to fill the unexpired term as soon as possible. A vacancy concerning an at-large member position will be filled by the unanimous vote of the party-appointed Board members
- 2.10 <u>Compensation</u>. Members will not receive any stated salaries or compensation for their services as members but may be reimbursed for reasonable expenses. Nothing herein will be construed to preclude any member from serving Consortium in any other capacity and receiving compensation therefore.
- 2.11 <u>Committees</u>; <u>Advisory Board</u>. Unless ORS chapter 190 or the Agreement provide otherwise, the Board may (a) create one or more committees of the Board which exercise the authority of the Board, (b) appoint members of the Board to serve on such committees, and (c) designate the method of selecting committee members. Each committee must consist of two or more Board members, who serve at the pleasure of the Board.

  Board members may also elect to form an Advisory Board made up of five independent members who are external advisors appointed for their knowledge and direct experience in the Consortium's mission. The advisory board members will provide non-binding strategic advice to the Board.

# 3. <u>MEETINGS</u>; <u>ACTION OF THE BOARD</u>

- 3.1 <u>Regular Meetings</u>. Subject to and in accordance with Oregon Public Meetings Law, the Board will hold a regular meeting on such intervals and at such time and place which it designates from time to time. A regular meeting may be continued, postponed, cancelled, or adjourned to a later date by a majority of Board members present and voting, and notice of such adjourned meeting will be given to all Consortium parties.
- 3.2 <u>Special Meetings</u>. The chairperson may, when the chairperson deems it expedient, or within seventy-two (72) hours after receiving a request from two or more members of the Board, call a special meeting of the Board to be held at the regular meeting place, unless otherwise specified in the call, for the purpose of transacting any business designated. Notice of the special meeting will be given to all Consortium parties at the time of the call and will be given to the public in accordance with Oregon's Public Meetings Law.
- 3.3 <u>Open Meetings</u>. All meetings, deliberations, and proceedings of Consortium will be public except as state law allows otherwise.
- 3.4 Quorum; Voting. A majority of the then-appointed Board members will constitute a quorum for the purpose of conducting Consortium business and exercising its powers and for all other purposes. Except as provided otherwise in the Agreement, these Bylaws, and/or applicable law, the express concurrence of a majority of a quorum is necessary to

decide any question before the Board. Each Board member will be entitled to an equal vote in all Board decisions. Subject to applicable law, Board members may attend a regular or special meeting through use of any means of communicating by which all Board members participating may simultaneously hear or read each other's communications during the meeting.

- 3.5 <u>Manner of Voting</u>. Voting will be by record vote. The ayes and nays will be entered into the minutes of such meeting. Board members present and not voting and Board members absent will be entered into the minutes of such meeting.
- 3.6 Order of Business. At the regular meetings of the Board, the following will be substantially the order of business: (a) call to order; (b) roll call; (c) consent agenda and approval of minutes of previous meeting; (d) Consortium business; and (e) adjourn.
- 3.7 <u>Robert's Rules</u>. Unless otherwise provided by applicable law or these Bylaws, all rules of order not herein provided for will be determined in accordance with *Robert's Rules of Order Newly Revised*.
- 3.8 <u>Minutes; Resolutions</u>. The secretary or the lead entity's designee will keep an accurate record of all Board proceedings, including written minutes or recordings of all meetings in accordance with applicable law. Board minutes are a public record available for public inspection subject to applicable law. All Board resolutions will be in writing.

#### 4. STANDARDS OF CONDUCT

- General Standards. Board members must discharge the member's duties (a) in 4.1 good faith, (b) with the care an ordinarily prudent person in a like position would exercise under similar circumstances, and (c) in a manner the member reasonably believes to be in the best interests of Consortium. In discharging the duties of a member, a member is entitled to rely on (x) information, opinions, reports, or statements (including financial statements and other financial data) prepared or presented by one or more officers or employees of Consortium (or lead entity) whom the member reasonably believes to be reliable and competent in the matters presented, or (y) legal counsel, public accountants, or other persons as to matters the member reasonably believes are within the person's professional or expert competence. A member is not acting in good faith if the member has knowledge concerning the matter in question that makes reliance otherwise permitted under this Section 4.1 unwarranted. A member is not liable to Consortium for any action taken or not taken as a member if the member acted in compliance with this Section 4.1. A member will not be deemed a trustee with respect to Consortium or with respect to any property held or administered by Consortium, including, without limitation, property that may be subject to restrictions imposed by the donor or transferor of such property.
- 4.2 <u>Member Conflict of Interest.</u> Notwithstanding anything contained in these Bylaws to the contrary, a member will not participate in any Consortium proceeding or action in which the member is presented with an actual conflict of interest as defined under ORS Chapter 244. A transaction in which a member has a conflict of interest may be approved by vote of the Board subject to and in accordance with applicable law, including, without limitation, ORS Chapter 244.

#### 5. CONSORTIUM RECORDS; AMENDMENTS

- 5.1 Consortium Records. Consortium will keep as permanent records minutes of all meetings of the Board subject to and in accordance with applicable law, including, without limitation, Oregon's Public Records Law. Consortium must maintain appropriate accounting records. Consortium must maintain its records in written form or in another form capable of conversion into written form within a reasonable time. In addition to any other records required to be maintained under applicable law, and subject to and in accordance with applicable law, including, without limitation, Oregon's Public Records Law, Consortium must keep a copy of the following records: (a) the Agreement (and all amendments to it currently in effect); (b) bylaws or restated bylaws (and all amendments to them currently in effect); (c) a list of the names and party representation of current Board members and officers; (d) the last three annual financial statements, if any, which may be consolidated or combined statements of Consortium and one or more of its subsidiaries or affiliates, as appropriate, including a balance sheet and statement of operations, if any, for that year, which must be prepared in accordance with Oregon Local Budget Law; and (e) the last three accountant's reports if annual financial statements are reported upon by a public accountant. Notwithstanding anything contained in these Bylaws to the contrary, budget procedures will follow budget law of the State of Oregon for intergovernmental entities. An annual audit of the fund(s) of Consortium will be performed in accordance with applicable law.
- 5.2 <u>Bylaw Amendments</u>. The Board may, by resolution of the Board, adopt one or more amendments to these Bylaws by vote of a majority of the entire Board, provided that the proposed amendment(s) has been submitted in writing to all parties at least five days prior to the meeting where the amendment is to be considered and that Board members have been notified of the meeting and its purpose at least ten (10) days prior to the meeting. Consortium must provide notice of any meeting of the Board at which an amendment is to be approved in accordance with Oregon's Public Meetings Law. The notice must also state that the purpose or one of the purposes of the meeting is to consider a proposed amendment to these Bylaws and contain or be accompanied by a copy or summary of the amendment or state the general nature of the amendment. The Agreement will control if a conflict between these Bylaws and the Agreement occurs.

# Schedule 4.2.2 Managing Director Services

Subject to the terms and conditions contained in this Agreement, in addition to all other duties and responsibilities identified in the Agreement, the Managing Director will provide the following project services:

#### I. General.

- 1. <u>Annual Budget</u>. Prepare and present Consortium's annual budget to the Board.
- 2. <u>Personnel</u>. If additional Consortium employees are approved by the Board, recruitment, hire, and manage the additional employees.

## II. Project and Network Development.

- 1. <u>Concept Development</u>. Assist private companies and the Parties with broadband concepts for proposed Projects.
- 2. <u>Pre-development Coordination</u>. Facilitate initial planning/scoping meetings by pre-screening Projects to determine the types of permits, financing, and other necessary resources.
- 3. <u>Land Use and Development Planning</u>. Assist private developers, providers, and individual stakeholders through the development process.
- 4. <u>Development Oversight and Risk Mitigation</u>. Assist Parties with independent verification and validation that Projects meet the terms of their agreements to ensure Projects are implemented effectively and in compliance with approved plans.
- 5. <u>Capital Improvement Project Assistance</u>. Assemble capital improvement projects groups by identifying the appropriate mix of public staff and professional consultants to assist each Party with strategic planning, capital improvement project management, capital finance, auditing, and regulatory compliance.
- 6. <u>Community Engagement</u>. Execute Project strategic messaging and public information through project websites, social media, public meetings/stakeholder engagement, written materials, and radio broadcasts.
- 7. <u>Staff Assistance</u>. Leverage the unique skillsets and staff capabilities of each Party to provide services to the Parties' communities.
- 8. <u>Professional Service Agreements</u>. Issue bi-annual requests for qualifications for professional services firms and leverage existing contracts of each Party on behalf of the Parties to select the optimal firm for a project.

# Schedule 5.2 Contribution Schedule

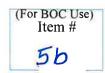
Unless and until modified in accordance with this Agreement, each Party will make the contribution amount set forth below:

Party	Contribution Amount	Percentage of Total
Contribution		· · · · · · · · · · · · · · · · · · ·
Morrow County	\$52,914.50	50%
Port of Morrow	<u>\$52,914.50</u>	<u>50%</u>
		9
<b>Total Contribution</b>	\$105,829.00	100%



# **AGENDA ITEM COVER SHEET**

Morrow County Board of Commissioners (Page 1 of 2)



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

Presenter at BOC: Sheriff Bowles Department: Sheriff's Office Short Title of Agenda Item: (No acronyms please) City of Heppner, Co		reviewers: April 17, 2023 enda Date: May 3, 2023
This Item Involve  Order or Resolution Ordinance/Public Hearing: 1st Reading 2nd Readin Public Comment Anticipated: Estimated Time: Document Recording Require Contract/Agreement	g Consent Ag Discussion Estimated	ents Project/Committee genda Eligible & Action
Contractor/Entity: City of Heppner Contractor/Entity Address: PO Box 756, 111 N Effective Dates – From: July 1, 2023 Total Contract Amount: \$194,831.96	Authorizations, Contracts & Agreements  Main St., Heppner, OR 97836  Through: June 30  Budget Line: ?  Yes No	), 2024
Reviewed By:  John A. Bowls, Shoriff 4/17,  Wanderwed 5-1-2	Department Director  County Administrate  Liaison Commissioner	Required for all BOC meetings  Required for all BOC meetings
DATE	_County Counsel	*Required for all legal documents
DATE	_Finance Office	*Required for all contracts; other items as appropriate.
		*If appropriate taneously). When each office has notified the submitting

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.

Rev: 3-25-22

# AGENDA ITEM COVER SHEET

Morrow County Board of Commissioners (Page 2 of 2)

1.	ISSUES,	BACKGROUND,	<b>DISCUSSION AND</b>	<b>OPTIONS</b>	(IF AN	$(\mathbf{Y})$	):
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The only things changing on this contract from last year, are the dates and a 2.5% fee increase, to coincide with the Teamsters (Patrol Deputies) 2.5% increase in pay.

# 2. FISCAL IMPACT:

There will be an 2.5% increase in the cost to the City of Heppner, over last year's contract, to reflect the increase in the Patrol Deputies pay.

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

Suggest the Board of Commissioners okay and sign the contract. Possibly fit the criteria to be in the consent agenda?

Attach additional background documentation as needed.

# INTERGOVERNMENTAL AGREEMENT FOR SHERIFF'S SERVICES

THIS AGREEMENT, made and entered into this 1st day of July, 2023, is between Morrow County, Oregon, "County," the Morrow County Sheriff, "Sheriff," and the City of Heppner, "City."

#### RECITALS

- 1. The City of Heppner desires to maintain a law enforcement presence to handle all public safety and law enforcement matters which the department has traditionally handled including enforcement of all City code provisions. The Sheriff has offered to provide the City with law enforcement by assigning deputies to patrol the City. These deputies would focus almost exclusively on the health and safety concerns of the citizens of the City of Heppner. The Agreement below will facilitate the goals of both the City and the Sheriff by governing the service to be provided by the Sheriff to the City and providing for compensation for such services to be paid to the Sheriff.
- 2. The City desires to contract with the Sheriff and the County and the Sheriff and County desires to contract with City to provide law enforcement, health, and safety services to the City under the terms and conditions stated in this agreement.
- 3. Oregon law allows for Cities to contract with the Sheriff and the governing body of the County for the provision of law enforcement, health and safety services within cities. ORS 190.010 and 205.345.

NOW, THEREFORE, IN CONSIDERATION OF THE MUTUAL PROMISES AND COVENANTS HEREIN CONTAINED, IT IS MUTUALLY AGREED AS FOLLOW:

- 1. Sheriff and County agree to provide law enforcement, health and safety protection and services in the following particulars as described below:
- a. Services shall encompass duties and enforcement functions of the type coming within the jurisdiction of and customarily rendered by the Sheriff under the statutes of Oregon. Such services include, but are not limited to those involved in the field of public safety, criminal law enforcement, traffic enforcement, code enforcement or related fields within the power of the Sheriff to provide. The Police service will also encompass the enforcement of City Ordinances.
- b. The sheriff will assign deputies to provide the principal service to the City under this Agreement. These deputies will be available to provide at least 80 hours per week of public safety coverage for the City. Public safety coverage means the Sheriff will have the deputy available and on patrol. Available and on patrol will include time spent at trials and hearings, report writing and attending City meetings. The term patrol includes those duties customarily and statutorily performed by certified police officers assigned to marked vehicle uniformed patrol. The term "patrol" includes random and

non-directed vehicular or on-foot pages through the streets, roads, parks, fields, buildings or other places or locations by a deputy sheriff. Deputy training, as well as regularly occurring time off due to vacations and sick leave will be the responsibility of the Sheriff, which will be done in accordance with the Sheriff's departmental policies. The parties of this agreement understand that officer training is essential to maintain both officer certification and high departmental standards. In addition, deputies have the same contractually guaranteed benefits as do other employees in terms of vacation and sick leave. For that reason, if a deputy is off due to vacation or sick leave during the period when they are scheduled to work the Heppner contract, it will be handled in the same fashion. The impact on patrol time under this contract due to training, vacation, and/or sick leave will be no greater than the City experience in the past with its own police force.

- c. The Heppner deputies assigned to fulfill the terms of this agreement shall be assigned to work in an area that encompasses a 3-mile radius from the intersection of Hwy 207/206/74 unless needed for transports of City prisoners, out of the area hearings or trials involving city cases, or Sheriff's Office emergency. The Heppner deputies will not be assigned to fill in for other deputies with regular assignments with the Sheriff's office unless required by mutual aide or emergency situations. In the case of emergencies or in situation where the Heppner deputy must leave the Heppner patrol area, the Sheriff's office will provide the same emergency coverage the Sheriff's office provides the City on the date this agreement is signed. In addition, the time spent away from the City by the patrol deputy will not be counted against the total hours contracted for.
- d. The Heppner deputies will be available to enforce all City ordinance and code provisions. Coordination for code enforcement shall be arranged between the City Manager and the Sheriff's office. A program will be developed for directing citizen calls and concerns so the deputies cover calls and emergencies.
- e. In addition, a written monthly report of the deputies' activities will be made to City Council for City Council meetings.
- f. The City through the City Manager and the Sheriff working through an assigned departmental liaison will collaborate to develop programs and enforcement policies for the Heppner deputies to implement. The programs and policies will be primarily developed by the Heppner Council through recommendations from the Heppner Police Commission. The City welcomes and will always consider the input of the Sheriff's liaison and deputies in the development of City programs and enforcement policy affecting this contract. All parties will endeavor to keep open communications and will work cooperatively to meet the conditions of this agreement. The City shall not make requirements upon the Sheriff, which would violate any law, collective bargaining agreement, or cause undue liability for either party. The City Manager may advise the Sheriff whether the general level of service provided is within the expectations of this Agreement. If the expectations are not being met the Sheriff will endeavor to modify the patrols and services so the expectations are met.

- g. The Sheriff will rotate deputies who are assigned to the City.
- h. The City Manager shall be authorized to request special or emergency patrols or response by the Sheriff.
- i. The Heppner deputies shall serve civil process issued by the City (for example, nuisance summons) within the City limits as part of their duties.
- 2. The rendering of the services described above, standards of performance, the discipline of the officers, and all other matters incident to the performance of such services and control of personnel so employed shall remain in the control of the Sheriff. The Sheriff and the City Manager will work together to address issues of substandard performance and behavioral concerns of deputies brought to the City.
- 3. For purposes of performing under this contract, County and Sheriff shall furnish and supply all necessary labor, supervision, equipment, communications facilities and supplies necessary to maintain the level of services hereunder.
  - 4. The Sheriff and deputies are vested with full power and authority within the corporate limits of the City to enforce laws as set forth in Section 1 above, including the full power and authority to arrest for violations of municipal code and ordinances.
  - 5. All persons employed in the performance of services and functions pursuant to this agreement shall be County employees, and no person employed hereunder shall have any City pension, salary, or any status or rights under the provisions as City employees.
  - 6. The City shall not be called upon to assume any liability for the direct payment of any salaries, wages, or other compensation to any County or Sheriff personal performing services pursuant to this agreement, or any liability other than that specifically provided in this agreement. Except as otherwise herein specified, the City shall not be liable for compensation or indemnity to any County or Sheriff employee for any injury or sickness arising out of his/her employment.
  - 7. To the extent permitted by Article XI, sections 9 and 10 of the Oregon Constitution, and within the limits of liability established in the Oregon Tort Claims Act, the City shall defend, indemnify and save the County, its officers, agents, and employees harmless from any and all claims, actions, costs or other damages resulting from injury to any person or damage to property caused by the negligence of the City performing under this agreement.
  - 8. To the extent permitted by Article XI, sections 9 and 10 of the Oregon Constitution, and within the limits of liability established in the Oregon Tort Claims Act, the County shall defend, indemnify and save City, its officers, agents, and employees harmless from any and all claims, actions, costs or other damages resulting from injury to any person or damage to property caused by the negligence of the County performing under this agreement.

- 9. This agreement shall be effective the first day of July, 2023 and run to June 30, 2024 unless terminated as provided herein. Subsequent renewals of this contract will run from July 1, through June 30. The agreement shall be reviewed and renewed for the next fiscal year on or before March 1 of the current fiscal year. In any event, either party may terminate this agreement at any time for any failure or refusal on the part of the other to faithfully perform the contract according to its terms.
- The City will pay the County for services under this agreement as provided herein 10. at the rate of \$194,831.96 fiscal year (Patrol Deputy Intermediate Step 2). The following vehicle purchasing information will apply this budget year. The 2023-2024 budget year is a purchase year for a patrol vehicle (Ram 1500). The cost of the vehicle is not included in the above contracted amount for services. The vehicle will be selected by the City of Heppner. Vehicle is purchased by Morrow County and invoiced to the City of Heppner. The patrol vehicle estimated cost is \$40,000, selected vehicle is a 2023 Dodge Ram 1500 SSV Crew Cab 4X4. Payment is to be made on the following basis: October 1, January 1, April 1 and June 30. The rate of consideration shall not be changed unless the County gives the City intent to do so by March 1 of the fiscal year The Sheriff's/Heppner operation budget for vehicles is based on a three (3) year replacement and depreciation schedule. The City will purchase patrol vehicles in accordance with the Counties schedule as outlined in the yearly budget statements. When these vehicles have reached the end of their rotation, they will be turned over to the city to utilize or dispose of at the City's discretion.
- 11. This agreement shall be governed by and construed in accordance with the laws of the State of Oregon. Each party shall perform its obligations in accordance with all applicable federal, state and local laws, rules, regulations and ordinances.
- 12. Any notice required to be given under this agreement shall be in writing and shall be given by personal delivery, mail or facsimile transmission. Any notice required by law shall be given in the manner specified by the applicable law.
- 13. No provision of this agreement shall be deemed waived unless such waiver is in writing and signed by the party waiving its rights. Any waiver of a breach, whether express or implied, shall not constitute a waiver of any other different or subsequent breach.
- 14. a. There shall be a default under this agreement if either party fails to perform any act or obligation required by this agreement within thirty days after the other party gives written notice specifying the breach with reasonable particularity. If the breach specified in the notice cannot be completely cured within the thirty-day period, no default shall occur if the party receiving the notice begins performance of the act or obligation within the thirty-day period and thereafter proceeds with reasonable diligence and in good faith to cure the breach as soon as practicable.
  - b. Notwithstanding subsection 14.a, either party may declare a default

without allowing the other party an opportunity to cure if the other party repeatedly breaches the terms of this agreement.

- c. In the event of default, before either party to this agreement may bring an action in any court concerning any obligation under this agreement, such party must first seek in good faith to resolve the issue through mediation or other non-binding alternative dispute resolution.
- d. Pending final resolution of a dispute, or pending termination of this agreement under this section, the parties shall proceed diligently with the performance of this agreement.
- e. If a default occurs and it is not resolved under subsection 14.c above, the party injured by the default may elect to terminate this agreement and pursue any equitable or legal right or remedy available under Oregon law.
- f. Any litigation arising out this agreement shall be conducted in the Morrow County Oregon Circuit Court.
- 15. If any provision of this agreement is held by any court to be invalid, such invalidity shall not affect any other provision of this agreement.
- 16. This agreement constitutes the entire agreement between the parties and supersedes all previous agreements. This agreement may be changed only by written modifications that are signed by both parties.

MORROW COUNTY BOARD OF COMMISSOINERS	CITY OF HEPPNER
David Sykes, Commissioner Date	Heppiner City Mayor Date
Jeff Wenholz, Commissioner Date	Heppiner City Manager, Date
Roy Drago Jr, Commissioner Date	
John A. Bowles 14/17/23 John A. Bowles, Sheriff Date	

WITHNELL DODGE 2650 COMMERCIAL SE SALEM, OR 973024451

**Estimated Ship Date:** 

#### **Configuration Preview**

Date Printed:

2023-02-17 11:21 AM VIN:

VON:

Quantity:

Status: **FAN 1:** 

BA - Pending order 48979 State of Oregon

**FAN 2:** 

Client Code: Bid Number:

PO Number:

TB3107

Sold to:

WITHNELL DODGE (56440)

2650 COMMERCIAL SE SALEM, OR 973024451

Ship to:

WITHNELL DODGE (56440)

2650 COMMERCIAL SE

SALEM, OR 973024451

Vehicle:

2023 1500 SSV CREW CAB 4X4 (DS6T98)

	Sales Code	Description	MSRP(USD)
Model:	DS6T98	1500 SSV CREW CAB 4X4	47,450
Package:	26D	Customer Preferred Package 26D	0
	EZH	5.7L V8 HEMI MDS VVT Engine	0
	DFK	8-Spd Auto 8HP70 Trans (Buy-US)	0
Paint/Seat/Trim:	PW7	Bright White Clear Coat	0
	APA	Monotone Paint	0
	*D7	Cloth Front Bench / Vinyl Rear Seat	50
	-X8	Black/Diesel Gray	0
Options:	4DH	Prepaid Holdback	0
	4ES	Delivery Allowance Credit	0
	MAF	Fleet Purchase Incentive	0
	GPG	Power Black Trailer Tow Mirrors	180
	XHC	Trailer Brake Control	295
	5N6	Easy Order	0
	4FM	Fleet Option Editor	0
	4FT	Fleet Sales Order	0
	170	Zone 70-Phoenix Arizona	0
	4EA	Sold Vehicle	0
Non Equipment:	4FA	Special Bid-Ineligible For Incentive	0
Bid Number:	TB3107	Government Incentives	0
Discounts:	YGE	5 Additional Gallons of Gas	9
Destination Fees:			1,795

**Total Price:** 

49,770

Order Type:

1-Sold Order

PSP Month/Week:

**Build Priority:** 

99

Scheduling Priority: Salesperson:

**Customer Name:** 

**Customer Address:** 

Instructions:

USA

Fleet

Note: This is not an invoice. The prices and equipment shown on this priced order confirmation are tentative and subject to change or correction without prior notice. No claims against the content listed or prices quoted will be accepted. Refer to the vehicle invoice for final vehicle content and pricing. Orders are accepted only when the vehicle is shipped by the factory.



# AGENDA ITEM COVER SHEET

Morrow County Board of Commissioners (Page 1 of 2)

(For BOC Use) Item #
5c

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

Presenter at BOC: Sheriff John Bowle Department: Sheriff's Office Short Title of Agenda Item: (No acronyms please) City of	Date subm Requeste Irrigon Contract for Law Enforcement Se	nitted to reviewers: April 19, 2023 ed Agenda Date: May 3, 2023 ervices
Order or Resolution Ordinance/Public H	earing: Upda  nd Reading Cons  aticipated: Disc  Estin  g Required Purc	ointments ate on Project/Committee sent Agenda Eligible sussion & Action mated Time: hase Pre-Authorization
N/A Contractor/Entity: City of Contractor/Entity Address: 500 NE Effective Dates – From: July 1, Total Contract Amount: \$105,0 Does the contract amount exceed \$	Main Ave, Irrigon, OR 97844 2023 Through: 00. Budget L	June 30, 2024
Reviewed By:  Solv A. Bonds, Sheriff	4/14/23 Department Director	Required for all BOC meetings
	Liaison Commissioner	Required for all BOC meetings
	County Counsel	*Required for all legal documents
<del></del>	Finance Office	*Required for all contracts; other items as appropriate.
		*If appropriate all simultaneously). When each office has notified the submittin

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.

Rev: 3-25-22

# AGENDA ITEM COVER SHEET

Morrow County Board of Commissioners (Page 2 of 2)

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

The only things that have changed on this contract from last year are the dates and a 2.5% fee increase to coincide with the Teamsters (Patrol Deputies) increase in pay.

## 2. FISCAL IMPACT:

There will be an 2.5% increase in the cost to the City of Irrigon to Morrow County, over last year's contract to reflect the increase in the Patrol Deputies pay. Total contract income to Morrow County is \$105,000.

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

Suggest the Board of Commissioners okay and sign the contract. Possibly fit the criteria to be in the consent agenda?

Attach additional background documentation as needed.

#### INTERGOVERNMENTAL AGREEMENT FOR SHERIFF'S SERVICES

THIS AGREEMENT, made and entered into between Morrow County, Oregon, "County," the Morrow County Sheriff, "Sheriff," and the City of Irrigon, "City."

#### RECITALS

- 1. The City desires to maintain a law enforcement presence to handle all public safety and law enforcement matters. The Sheriff has offered to provide the City with law enforcement by assigning deputies to the City for law enforcement. These deputies would focus on law enforcement and safety concerns for the City of Irrigon. The Agreement will facilitate the goals of both the City and the Sheriff by governing the service to be provided by the Sheriff to the City and providing for compensation for such services to be paid to the Sheriff.
- 2. The City desires to contract with the Sheriff and the County and the Sheriff and County desire to contract with City to provide law enforcement services to the City under the terms and conditions stated in this agreement.
- 3. Oregon law allows for the cities to contract with the Sheriff and the governing body of the County for the provision of law enforcement ORS 190.010 and 205.345.

# NOW, THEREFORE, IN CONSIDERATION OF THE MUTUAL PROMISES AND COVENANTS HEREIN, CONTAINED, IT IS MUTUALLY AGREED AS FOLLOW:

- 1. Sheriff and County agree to provide law enforcement protection and services in the following particulars as described below:
  - a. Services shall encompass duties and enforcement functions of the type coming within the jurisdiction of and customarily rendered by the Sheriff under the statutes of Oregon. Such services include, but are not limited to those involved in the field of public safety, criminal enforcement, traffic enforcement, or related fields within the power of the Sheriff to provide.
  - b. The Sheriff will assign deputies to provide the principal service to the City under this Agreement. Deputies will be available to provide at least 2080 hours per year for public safety coverage for the City, consisting of approximately 173 hours per month. Contracted hours are designed as an addition to the law enforcement pool and not fiscal coverage to existing county law enforcement personnel. Time spent may also include trials and hearings, report writing and attending City meetings as requested. The Morrow County Sheriff's Office shall not be responsible for enforcement of city code/ordinance violations in the city of Irrigon. For public safety, Sheriff Deputies may assist city staff, when necessary, in accompanying them in the deliverance of code/ordinance violation citations.

- c. The term law enforcement and public safety includes those duties customarily and statutorily performed by certified police officers. The term "law enforcement" includes random and non-directed vehicular or on-foot activities through the streets, roads, parks, fields, buildings or other places or locations by trained Sheriff Office personnel. Deputy training will be the responsibility of the Sheriff, which will be done in accordance with Sheriff's Office policies. The parties to this agreement understand that regular officer training is essential to maintain both officer certification and high departmental standards.
- d. The Sheriff and deputies are vested with full power and authority within the corporate limits of the City to enforce all laws including state violations such as noise, public disturbance or menacing, public loitering, etc. The Sheriff's Office will respond to calls for services involving law enforcement, and public safety.
- e. Law enforcement will process all traffic violations, in accordance with state ORS in the city limits of Irrigon and submit citations to the City of Irrigon Municipal Court, within 15 business days of citation, for judicial action. Appropriate Law Enforcement action will be taken on any traffic stop or citizen contact.
- f. The deputies assigned to fulfill the terms of this agreement shall be assigned to work the "City of Irrigon, city limits" unless needed for transport of City prisoners, out of the area hearings or trials involving City cases, or Sheriff's Office emergency. In the case of emergencies or in situations where the Irrigon deputy must leave the City of Irrigon limits, the Sheriff's Office will provide emergency Law Enforcement coverage as they would for any city within Morrow County. The hours spent away from the City will be replaced as soon as practicable. Time spent away from the City or paperwork and supervision not directly connected to a City of Irrigon incident or situation, as noted above, will not count or be reported against or as total hours contracted or provided.
- g. Monthly reports of the deputies' activities will be emailed to City Hall the first week of the following month on calls from the RIMS System. Such notation needs full and clear reporting to be fully reflected on such report which is provided for public review. Reporting to include, three monthly reports: (1) hourly report, (2) Every incident within the city of Irrigon and (3) Monthly activity summary.
- h. The City through the City Manager or designee and the Sheriff or assigned departmental liaison will collaborate to develop programs and enforcement goals for public safety and quality of life implementation. All parties will endeavor to keep open communications and will work cooperatively to meet the conditions of this agreement. The City shall not make requirements upon the Sheriff, which would violate any law, collective bargaining agreement, or cause undue liability for either party. The City Manager may advise the Sheriff's

Office whether the general level of service provided is within the expectations of this Agreement. If the Sheriff agrees expectations are not being met the Sheriff will seek to adjust to meet expectations if possible.

- i. The Sheriff will determine which deputy(s) are assigned to the City for contracted hours/time to be swing shift (Thursday Sunday) or until contractually amended.
- j. The City Manager may request special or emergency law enforcement, or safety related assistance by the Sheriff's Office. All requests for service will be forwarded to the 911 center to be documented for dispatch prioritization with other calls for service.
- 2. The rendering of the services described above, standards of performance, the discipline of the officers, and all other matters incident to the performance of such services and control of personnel so employed shall remain in the control of the Sheriff.
- 3. Patrol Services. The assigned police personnel will provide police and related safety services within the incorporated boundaries of the city. Services include those previously noted as well as:
  - 3.1. Reactive patrol to enforce state law and city-adopted municipal, traffic and criminal codes, and to respond to calls for service; and
  - 3.2. Proactive patrol to prevent and deter criminal, mischievous, and livability activity; and provide other and community policing services as directed by the Sheriff.
  - 3.3. Increased traffic, education, enforcement, and safety awareness within the boundaries of the city, especially areas where children and pedestrians congregate or have activity.
  - 3.4. Improve citation process/timelines beginning with contact with individuals to court receipt.
- 4. For purposes of performing under this contact, Sheriff shall furnish and supply all necessary labor, supervision, equipment, communications facilities and supplies necessary to maintain the level of services hereunder.
- 5. The Sheriff, his Deputies, including Special and Reserve Deputies, are vested with full power and authority within the corporate limits of the City of enforcement as set forth in Section 1 above.

- 6. All persons employed in the performance of service and functions pursuant to this agreement shall be County employees and no person employed hereunder shall have any City pension, salary, or any status or rights under the provisions as City employees.
- 7. The City shall not be called upon to assume liability for the direct payment of any salaries, wages, or other compensation to any County or Sheriff personnel performing services pursuant to this agreement, or any liability other than that specifically provided in this agreement. Except as otherwise herein specified, the City shall not be liable for compensation or indemnity to any County or Sheriff employee for any injury or sickness arising out of his/her employment.
- 8. To the extent permitted by Article XI, sections 9 and 10 of the Oregon Constitution, and within the limits of liability established in the Oregon Tort Claims Act, the City shall defend, indemnify and save the County, its officers, agents, and employees harmless from any and all claims, actions, costs or other damages resulting from injury to any person or damage to property caused by the negligence of the City performing under this agreement.
- 9. To the extent permitted by Article XI, sections 9 and 10 of the Oregon Constitution, and within the limits of liability established in the Oregon Tort Claims Acts, the County shall defend, indemnify and save City, its officers, agents, and employees harmless from any and all claims, actions, costs or other damages resulting from injury to any person or damages to property caused by the negligence of the County performing under this agreement.
- 10. This agreement shall be effective the first day of July 2023 and run for one (1) year, unless terminated as provided herein. To modify, renew or not renew the agreement, parties must meet in January of the contract period. Either party may terminate this agreement at any time for any failure or refusal on the part of the other to faithfully perform the IGA according to its terms. If either party desires to terminate this agreement without cause, they may do so by providing the other party with a 90-day written notice.
- 11. The City will pay the County for services under this agreement as provided herein at the rate of \$105,000.00 (Patrol Deputy Intermediate Step 2) for this fiscal year. Such contract costs shall be broken down and provided to the City (Personnel: salary, Health, FICA, Medicare, retirement, unemployment, disability, life, W.C. and overtime. Payment is to be made in quarterly payments on October 1, January 1, April 1, and June 30.
- 12. The City of Irrigon will not purchase a vehicle. The City shall receive the current vehicle (pick up), scheduled to rotate back to the City in the fall of 2022, will be returned to the City no later than August 2023.

- 13. This agreement shall be governed by and construed in accordance with laws of the State of Oregon. Each party shall perform its obligations in accordance with all applicable federal, state and local laws, rules, regulations and ordinances.
- 14. Any notice required to be given under this agreement shall be in writing and shall be given by personal delivery, mail or facsimile transmission. Any notice required by law shall be given in the manner specified by the applicable law.
- 15. No provision of this agreement shall be deemed waived unless such waiver is in writing and signed by the party waiving its rights. Any waiver of a breach, whether express or implied, shall not constitute a waiver of any other different or subsequent breach.
- 16. a. There shall be a default under this agreement if either party fails to perform any act or obligation required by this agreement within thirty days after the other party gives written notice specifying the breach with reasonable particularity. If the breach specified in the notice cannot be completely cured within the thirty-day period, no default shall occur if the party receiving the notice begins performance of the act or obligation within the thirty-day period and thereafter proceeds with reasonable diligence and in good faith to cure the breach as soon as practicable.
  - b. Notwithstanding subsection 16.a, either party may declare a default without allowing the other party an opportunity to cure if the other party repeatedly breaches the terms of this agreement.
  - c. In the event of default, before either party to this agreement may bring an action in any court concerning any obligation under this agreement, such party must first seek in good faith to resolve the issue through mediation or other non-binding alternative dispute resolution.
  - d. Pending final resolution of a dispute or pending termination of this agreement under this section, the parties shall proceed diligently with performance of this agreement.
  - e. If a default occurs and it is not resolved under subsection 16.c above, the party injured by the default may elect to terminate this agreement and pursue any equitable or legal right or remedy available under Oregon law.
  - f. Any litigation arising out this agreement shall be conducted in the Morrow County Oregon Circuit Court.
- 17. If any provision of this agreement is held by any court to be invalid, such invalidity shall not affect any other provision of this agreement.
- 18. This agreement constitutes the entire agreement between the parties and supersedes all previous agreements. This agreement may be changed only by written modifications that are signed by both parties.

MORROW COUNTY		CITY OF IRRIGON
John Bowles, Sheriff	/ <u>ष्ट्रीष</u> /23 Date	Michelle Patton, Mayor Date
David Sykes, Chair	Date	Aaron Palmouist, City Mrg. Date Attest
Jeff Wenholz Commissioner	Date	
Roy Drago, Jr. Commissioner	/	



# Morrow County Sheriff's Office - Monthly Stats 2022-2023

City of Irrigon

			arty of fiftige	711		
Incident	Jan-23	Feb	March		Nov	Dec
Alarms	1	5			2	1
Animal Complaint	1	1			1	5
Agency Assist	2	1			3	2
Area Check	4	11			12	12
Assaults	0	2			0	1
Burglary	0	2			1	10
Business/Park Check						
Cit Asst/Cont	25	20	والمراجعة المراجعة		27	34
Death Investigation	2	0			1	C
Disturbance/Domest	4	3	Sur/Sie		6	6
Dog	11	20	CONTRACTOR NO		16	12
Driving Complaints	26	35			51	44
Drunk/Impaired Driver	1	0			0	C
EMS	1	2			5	8
Extra Patrol	13	28			77	18
House Check	4	1			0	4
Hit & Run	3	0	89 009 1,500	raves.	2	
Juvenile Complaints	11	5			6	2
Motor Vehicle Crashes	1	1			1	
Suicidal	0	0			1	
Suspicious Activity	5	4			6	(
Theft	2	1			7	
Trespass	3	3			2	
Traffic Stops - Cite	3	1			1	
Traffic Stops - Warning						
Total Traffic Stops	18	15			13	20
UUMV-Stolen vehicle	1	0			2	
Welfare Check	5	3			3	
Totals	144	163			235	182
Other Misc. Incidents	68	75			49	82
Total # of Incidents	212	238			284	264
Misdemeanor Arrest						
Felony Arrests	3	2			3	
Total # of Arrests	5	4			3	

Inc#	Туре	Date	Time	Location	Recd Time	Disp Time	Enrt Time	OS Time	Total On Scene	Clear Time
2212120139	911	42/42/2022	40-50-40	OF HE MARIN	70 -0 -0				Time	
		12/12/2022	12:53:48	215 NE MAIN AVE	12:52:52	12:53:53			0	12:53:57
2212300222	911	12/30/2022	22:02:42	245 NW JEWELL CT	22:02:07	22:03:24			0	22:03:29
2212210241	ALARM	12/21/2022	18:18:34	220 NE MAIN AVE	18:17:48	18:18:42	18:19:04	18:21:46	5	18:26:37
2212030166	ANIMAL	12/03/2022	16:48:50	SE FOURTH ST/SE IDAHO AVE	16:48:33			16:48:50	3	16:51:36
2212030196	ANIMAL	12/03/2022	20:48:27	NE MAIN AVE/NE THIRD ST	20:48:19			20:48:27	1	20:49:53
2212100197	ANIMAL	12/10/2022	19:00:15	NE SIXTH ST/NE WASHINGTON AVE	18:58:07	19:01:49	19:14:32	19:15:22	25	19:40:31
2212180132	ANIMAL	12/18/2022	16:31:45	190 SE THIRTEENTH ST	16:29:05	16:41:27			0	17:28:03
2212230104	ANIMAL	12/23/2022	12:10:35	850 SE CALIFORNIA AVE	12:08:25	12:11:15	12:12:07	12:17:31	11	12:28:39
2212010312	AREACK	12/01/2022	23:35:24	510 NE SEVENTH ST	23:35:14			23:35:24	0	23:35:54
2212030004	AREACK	12/03/2022	00:12:03	NW WASHINGTON AVE/N FIRST ST	00:10:56			00:12:03	6	00:18:28
2212050286	AREACK	12/05/2022	21:50:27	510 NE SEVENTH ST	21:50:21			21:50:27	0	21:50:29
2212070027	AREACK	12/07/2022	03:19:54	1370 E HIGHWAY 730	03:19:28			03:19:54	0	03:20:19
2212130018	AREACK	12/13/2022	02:01:33	170 W HIGHWAY 730	02:01:25			02:01:33	0	02:01:57
2212150015	AREACK	12/15/2022	01:18:38	1370 E HIGHWAY 730	01:18:24			01:18:38	0	01:18:49
2212190285	AREACK	12/19/2022	22:28:54	510 NE SEVENTH ST	22:28:48			22:28:54	0	22:28:58
2212210249	AREACK	12/21/2022	18:45:27	SE UTAH AVE/SE SEVENTH ST	18:45:13			18:45:27	0	18:45:46
2212220279	AREACK	12/22/2022	22:41:35	1400 E HIGHWAY 730	22:41:20			22:41:35	1	22:42:27
2212260220	AREACK	12/26/2022	23:10:19	100 E HIGHWAY 730	23:10:11			23:10:19	6	23:16:15
2212280259	AREACK	12/28/2022	20:52:24	510 NE SEVENTH ST	20:52:11			20:52:24	0	20:52:28
2212310019	AREACK	12/31/2022	01:54:25	NE WASHINGTON AVE/NE THIRD ST	01:54:13			01:54:25	7	02:00:56
2212250136	ASLT	12/25/2022	18:50:05	215 NE MAIN AVE	18:49:30	19:05:39			139	19:05:44
2212010072	ASSIST	12/01/2022	08:07:58	185 SE KRISTEN DR	08:05:46	08:09:15	08:28:54	08:43:44	48	09:13:25
2212230191	ASSIST	12/23/2022	17:43:16	305 S FIRST ST	17:40:02	17:44:12	17:45:09	18:14:41	73	19:27:20
2212170246	BUILDCK	12/17/2022	23:35:32	100 E HIGHWAY 730	23:35:09			23:35:32	16	00:00:20
2212050213	CIT ASST	12/05/2022	16:22:51	500 NE MAIN AVE	16:19:11	16:24:53		16:29:09	87	17:55:42
2212060099	CIT ASST	12/06/2022	10:24:01	256 NW JEWELL CT	10:20:03	10:36:04	10:37:19	10:48:10	6	10:52:06



John A. Bowles, Sheriff Brian L. Snyder, Undersheriff

DATE:

April 3, 2023

TO:

1

City of Irrigon

FROM:

Sheriff John Bowles/Lt. Camarillo

SUBJECT:

Month

MCSO Hourly report

Deputy

City of Irrigon contracts for 173 hours per month.

Feb 2023	Deputy Thomas	00.00 Hours
Sub Total:		00.00 Hours
Other Personn	el:	
Sheriff Bowles		0.00 Hours
Undersheriff Sny	<i>r</i> der	0.00 Hours
Patrol Lt. Braun		0.00 Hours
Communications	Lt. Bowles	0.00 Hours
Administrative L	t. Camarillo	0.00 Hours
Crim. Sgt. Carter		0.00 Hours
Patrol Sgt. Adam		0.00 Hours
Patrol Sgt. Crowd	ell	0.00 Hours
Deputy Wasserm	nan	0.00 Hours
Deputy Haak		0.00 Hours
Deputy Kippley		0.00 Hours
Deputy Neubert		0.00 Hours
Deputy Martin		0.00 Hours
Deputy Stutzmar	1	0.00 Hours
Deputy Brill		0.00 Hours
Deputy Killgore		0.00 Hours
Donutu Flance		

#### **GRAND TOTAL:**

**Deputy Flores** 

**Deputy Royal** 

Sub-Total

Deputy Seelye

**Deputy Beardsley** 

#### 0.00 Hours

0.00 Hours

0.00 Hours

0.00 Hours

0.00 Hours

0.00 Hours

Hours

Deputy hours cover the following areas:		0/ oftend land
Patrol		% of total hours
	0.00 Hours	0.00
Traffic	0.00 11	
Demonts	0.00 Hours	0.00
Reports	0.00 Hours	0.00
Investigations/ Follow-up		0.00
mestigations/ Follow-up	0.00 Hours	0.00

**Total Hours Report** is the total hours that MCSO is providing law enforcement services for the City of Irrigon.



Presenter at BOC: Sandi Pointer

# **AGENDA ITEM COVER SHEET**

Morrow County Board of Commissioners (Page 1 of 2)

Date submitted to reviewers: 04/26/2023

(For BOC Use) Item #

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

Short Title of Agenda Item: Contract bet (No acronyms please)	Airport Requested A ween Biz.Oregon and Morrow County, L	Agenda Date: 05/17/2023  exington Airport			
This Item In  Order or Resolution Ordinance/Public Heari Ist Reading 2nd I Public Comment Antici Estimated Time: Document Recording R Contract/Agreement	Reading Consent Discussi Estimate	ments on Project/Committee Agenda Eligible on & Action			
N/A  Contractor/Entity: Business Oregon  Contractor/Entity Address: 775 Summer St. NE, Suite 200, Salem, OR 97301  Effective Dates – From:  Through: Sept. 30,2023  Total Contract Amount: 296,000.  Budget Line: 205.250.5.40.4309  Does the contract amount exceed \$5,000?  Yes No					
Reviewed By: Department Director Required for all BOC meetings					
County Administrator Required for all BOC meetings					
Email, Justin Nelson 05/09/23	County Counsel	*Required for all legal documents			
Email, Kevin Ince 04/27/2	Finance Office  ATE	*Required for all contracts; other items as appropriate.			
D	Human Resources  *Allow I week for review (submit to all si	*If appropriate multaneously). When each office has notified the submitting			

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.

department of approval, then submit the request to the BOC for placement on the agenda,

Morrow County Board of Commissioners (Page 2 of 2)

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

The Business Oregon Grant for Strategic Reserve Fund UAS Curriculum Development. The Oregon Business Development Department (OBDD) Awarded Funds to the Morrow Co. Lexington Airport to install power and fiber infrastructure to enable current and future private investment and growth. This is in the hopes to bring commerce to the Airport for instance aviation activities, mechanic, UAS activity or simply developing for growth. These funds of \$296,000.00 will be as follows along with attachments. Estimated approximate utility costs for each phase of the work.

Approximate utility costs for each phase of the work.

Utility improvements for each phase are limited to the items summarized below:

Phase 1 Extend 3-phase power near the existing electrical building to the future hangar units.

Phase 2 Extend 3-phase power from Phase 1 to infield area for future agricultural buildings. Install water line for future hangars.

Phase 3 Extend fiber cable from Highway 207 to UAS buildings. Power will be available from Phase 1 extension. Install water line for future hangars.

Attached you will find estimates.

Phase 1 \$103,000

Phase 2 \$77,000

Phase 3 \$116,000

Subtotal \$296,000

#### 2. FISCAL IMPACT:

Capitol improvment funding 205-250-5-40-9000

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

Motion to accept and sign the contract with Oregon Business Development Department and Morrow County and have Chair Sykes sign on behalf of Morrow County.

Attach additional background documentation as needed.

#### **Roberta Lutcher**

From:

Kevin Ince

Sent:

Thursday, April 27, 2023 1:52 PM

To:

Eric Imes; Sandra Pointer; Justin Nelson

Subject:

RE: Contract in hopes to get on May 3 agenda

I have previously spoken with Sandi about this grant. If we are able to complete the work in the time required, I have no issues with proceeding. Regarding the Budget, Fund 205-Airport currently has \$149,788 of Year To Date expenditures in Capital Outlay. The total Budget for that line is \$557,500. There is adequate funding presently for this work, however, I do not have visibility into any other capital out spend is planned for the remainder of the year. So I would need to defer back to Eric and Sandi for that information.

Kevin C. Ince, CMA Morrow County Finance Director

Office: (541) 676-5615 Mobile: (541) 256-0871

P.O. Box 867 110 N. Court St. Heppner, OR 97836

Email: kince@co.morrow.or.us



From: Eric Imes <eimes@co.morrow.or.us> Sent: Thursday, April 27, 2023 11:29 AM

To: Sandra Pointer <spointer@co.morrow.or.us>; Justin Nelson <jnelson@co.morrow.or.us>; Kevin Ince

<kince@co.morrow.or.us>

Subject: RE: Contract in hopes to get on May 3 agenda

All,

I talked with Sandi and she is going to get the dates in the contract to reflect the actual timeline of the project and work with Kevin on budget as this is a reimbursement after the project is finished. We'll keep you posted.

Thank you,

Eric Imes

"Public servanthood is a privilege and should remain
Consistant no matter how good, bad, or ugly our day might be."
Public Works Director

Morrow County Public Works eimes@co.morrow.or.us

541-989-9500



From: Sandra Pointer

Sent: Wednesday, April 26, 2023 6:59 AM

To: Justin Nelson < inelson@co.morrow.or.us >; Eric Imes < eimes@co.morrow.or.us >; Kevin Ince

<kince@co.morrow.or.us>

Subject: Contract in hopes to get on May 3 agenda

Hello all, This is a Grant or allocation of funds I hope to get on the agenda for signature for **May 3**. Kevin this is money coming in for this 22/23 year and hopes to everything holy I can get completed by June 30 of this year, but I need to give it a try. Please find all attached needed. Absolutely NO match so it is given money.

#### **Morrow County Public Works**

Sandi Pointer

Management Assistant

365 W. Hwy 74, P.O. Box 428
Lexington, OR. 97839

541-240-1761 Cell Phone

541-989-8166 Office

spointer@co.morrow.or.us

Road, Airport, Waste Management, Parks and General Maintenance Visit us on the web <a href="https://www.co.morrow.or.us">www.co.morrow.or.us</a>

# EMERGING OPPORTUNITY PROGRAM GRANT AGREEMENT

Project Name: Lexington Airport

Project Number: EOF012

This grant agreement ("Contract"), dated as of the date the Contract is fully executed, is between the State of Oregon, acting through its Oregon Business Development Department ("OBDD"), and Morrow County ("Recipient") for financing the project referred to above and described in Exhibit A ("Project"). This Contract becomes effective only when fully signed and approved as required by applicable law.

This Contract includes Exhibit A - Contact Information, Project Description, and Project Budget.

Pursuant to Oregon Laws 2021, Chapter 669, Section 287, OBDD is authorized to provide funding assistance to entities for projects targeted at enabling private investment in Oregon.

#### **SECTION 1 - KEY TERMS**

The following capitalized terms have the meanings assigned below.

Costs of the Project: \$296,000.

**Grant Amount:** \$296,000.

Project Completion Deadline: September 30, 2023.

Project Close-Out Deadline: 30 days after the earlier of the actual Project completion or the

Project Completion Deadline.

#### **SECTION 2 - FINANCIAL ASSISTANCE**

The OBDD shall provide Recipient, and Recipient shall accept from OBDD, a grant (the "Grant") in an aggregate amount not to exceed the Grant Amount.

<u>Conditions to Closing</u>. The OBDD's obligations are subject to the receipt of the following items, in form and substance satisfactory to OBDD and its Counsel:

- (1) This Contract duly signed by an authorized officer of Recipient; and
- (2) Such other certificates, documents, opinions and information as OBDD may reasonably require.

#### **SECTION 3 - DISBURSEMENT**

- A. <u>Reimbursement Basis</u>. The Grant will be disbursed to Recipient on an expense reimbursement or costs-incurred basis. The Recipient must submit each disbursement request for the Grant on an OBDD-provided or OBDD-approved disbursement request form.
- B. <u>Financing Availability</u>. The OBDD's obligation to make, and Recipient's right to request, disbursements under this Contract terminate on the Project Close-Out Deadline.
- C. <u>Conditions to Disbursements</u>. As to any disbursement, OBDD has no obligation to disburse funds unless all following conditions are met:
  - (1) The OBDD (a) has received a completed Disbursement Request, (b) has received any written evidence of materials and labor furnished to or work performed upon the Project, itemized

receipts or invoices for payment, and releases, satisfactions or other signed statements or forms as OBDD may require, (c) is satisfied that all items listed in the Disbursement Request are reasonable and that the costs for labor and materials were incurred and are properly included in the Costs of the Project, and (d) has determined that the disbursement is only for costs defined as eligible costs under the Emerging Opportunity Fund and any implementing administrative rules and policies.

- (2) Recipient has delivered documentation satisfactory to OBDD that, in addition to the Financing Proceeds, Recipient has available or has obtained binding commitments for all funds necessary to complete the Project.
- (3) The representations and warranties made in this Contract are true and correct on the date of disbursement as if made on such date.
- (4) The OBDD has sufficient funds currently available and authorized for expenditure to finance the costs of this Contract within OBDD's biennial appropriation or limitation. Notwithstanding the preceding sentence, payment of funds by OBDD is contingent on OBDD receiving appropriations, limitations, allotments or other expenditure authority sufficient to allow OBDD, in the exercise of its reasonable administrative discretion, to continue to make payments in accordance with the terms of this Contract, and notwithstanding anything in the Contract, occurrence of such contingency does not constitute a default. Upon occurrence of such contingency, OBDD has no further obligation to disburse funds to Recipient.
- (5) There is no Event of Default.
- (6) Any conditions to disbursement elsewhere in this Contract are met.

#### **SECTION 4 - USE OF GRANT**

The Recipient shall use the Grant only for the activities described in Exhibit A. The Grant cannot be used for costs in excess of one hundred percent (100%) of the total Costs of the Project. The Recipient may not use the Grant to cover costs scheduled to be paid for by other financing for the Project from another State of Oregon agency or any third party, nor to reimburse any person or entity for expenditures made or expenses incurred prior to the Award Letter or to retire any debt.

Any Grant money disbursed to Recipient, or any interest earned by Recipient on the Grant money, that is not used according to this Contract or that remains after the Project is completed or this Contract is terminated shall be immediately returned to OBDD, unless otherwise directed by OBDD.

#### SECTION 5 - REPRESENTATIONS AND WARRANTIES OF RECIPIENT

The Recipient represents and warrants to OBDD:

- A. <u>Estimated Project Cost, Funds for Repayment</u>. A reasonable estimate of the Costs of the Project is shown in Section 1.
- B. Organization and Authority.
  - (1) The Recipient is a municipality, validly organized and existing under the laws of the State of Oregon.
  - (2) The Recipient has all necessary right, power and authority under its organizational documents and applicable Oregon law to (a) execute and deliver this Contract, (b) incur and perform its obligations under this Contract, and (c) receive financing for the Project.

- (3) This Contract has been authorized by an ordinance, order or resolution of Recipient's governing body if required by its organizational documents or applicable law.
- (4) This Contract has been duly executed by Recipient, and when executed by OBDD, is legal, valid and binding, and enforceable in accordance with their terms.
- C. <u>Full Disclosure</u>. The Recipient has disclosed in writing to OBDD all facts that materially adversely affect the Project, or the ability of Recipient to perform all obligations required by this Contract. The Recipient has made no false statements of fact, nor has it omitted information necessary to prevent any statements from being misleading. The information contained in this Contract, including Exhibit A, is true and accurate in all respects.
- D. <u>Pending Litigation</u>. The Recipient has disclosed in writing to OBDD all proceedings pending (or to the knowledge of Recipient, threatened) against or affecting Recipient, in any court or before any governmental authority or arbitration board or tribunal, that, if adversely determined, would materially adversely affect the Project or the ability of Recipient to perform all obligations required by this Contract.
- E. <u>Tax Compliance</u>. Recipient is not in violation of any Oregon tax laws, including but not limited to a state tax imposed by ORS 320.005 to 320.150 and 403.200 to 403.250 and ORS chapters 118, 314, 316, 317, 318, 321 and 323 and local taxes administered by the Department of Revenue under ORS 305.620.
- F. <u>Governmental Consent</u>. The Recipient has obtained or will obtain all permits and approvals, including land use or zoning, and has made or will make all notifications, declarations, filings or registrations, required for the making and performance of its obligations under this Contract and the undertaking and completion of the Project.

#### **SECTION 6 - COVENANTS OF RECIPIENT**

The Recipient covenants as follows:

- A. <u>Notice of Adverse Change</u>. The Recipient shall promptly notify OBDD of any adverse change in the activities, prospects or condition (financial or otherwise) of Recipient or the Project related to the ability of Recipient to perform all obligations required by this Contract.
- B. <u>Compliance with Laws</u>. Recipient will comply with the requirements of all applicable federal, state and local laws, rules, regulations, and orders of any governmental authority, except to the extent an order of a governmental authority is contested in good faith and by proper proceedings.
- C. <u>Financial Records</u>. Recipient will keep proper books of account and records on all activities associated with the Grant, including, but not limited to, invoices, cancelled checks, instruments, agreements and other supporting financial records documenting the use of the Grant. Recipient will maintain these books of account and records in accordance with generally accepted accounting principles and will retain these books of account and records until six years after the Project Close-Out Deadline or the date that all disputes, if any, arising under this Contract have been resolved, whichever is later.
- D. <u>Inspection</u>. The Recipient shall permit OBDD, and any party designated by OBDD, and the Oregon Secretary of State's Office, at any reasonable time, to inspect and make copies of any accounts, books and records related to the Project. The Recipient shall supply any Project-related information as OBDD may reasonably require.
- E. <u>Economic Benefit Data</u>. The OBDD may reasonably require Recipient to submit, within the time specified by OBDD, specific data on the economic development benefits of the Project and other

- information to evaluate the success and economic impact of the Project, until six years after the Project Close-Out Deadline.
- F. Notice of Event of Default. The Recipient shall give OBDD prompt written notice of any Event of Default, or any circumstance that with notice or the lapse of time, or both, may become an Event of Default, as soon as Recipient becomes aware of its existence or reasonably believes an Event of Default is likely.
- G. Contributory Liability and Contractor Indemnification.
  - (1) If any third party makes any claim or brings any action, suit or proceeding alleging a tort as now or hereafter defined in ORS 30.260 ("Third Party Claim") against a party (the "Notified Party") with respect to which the other party may have liability, the Notified Party must promptly notify the other party in writing and deliver a copy of the claim, process, and all legal pleadings related to the Third Party Claim. Either 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. The foregoing provisions are conditions precedent for either party's liability to the other in regard to the Third Party Claim.

If the parties are jointly liable (or would be if joined in the Third Party Claim), the parties 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 in such proportion as is appropriate to reflect their respective relative fault. The relative fault of the parties 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. Each party's contribution amount in any instance is capped to the same extent it would have been capped under Oregon law if that party had sole liability in the proceeding. This Section shall survive termination of this Contract.

- (2) Recipient shall take all reasonable steps to require its contractor(s) that are not units of local government as defined in ORS 190.003, if any, to indemnify, defend, save and hold harmless the State of Oregon and its officers, employees and agents ("Indemnitee") 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 Recipient's contractor or any of the officers, agents, employees or subcontractors of the contractor ("Claims"). It is the specific intention of the parties that the Indemnitee shall, in all instances, except for Claims arising solely from the negligent or willful acts or omissions of the Indemnitee, be indemnified by the contractor from and against any and all Claims. This Section shall survive termination of this Contract.
- H. <u>Insurance</u>. For a period of 5 years following Project completion, Recipient will keep its Project assets that are of an insurable character insured against fire and casualty loss and damage by financially sound and reputable insurers in amounts customary for companies in comparable businesses similarly situated. If the Project or any portion is destroyed, any insurance proceeds will be used to rebuild the Project, unless OBDD agrees otherwise in writing.
- I. <u>Continued Use</u>. For a period of 5 years following Project completion, Recipient will not substantially reduce or change the nature of its business operations in its facility that is part of this Project, except with prior written consent by OBDD.
- J. Ownership. For a period of 5 years following Project completion, Recipient shall not change control or ownership of 20% or more of its business without the prior written consent of OBDD, which consent shall not be unreasonably withheld. Change of ownership for a publicly traded corporation

- does not include purchase of shares on terms available to the general public. Recipient shall notify OBDD, within 30 days, of any change to its Business Identification Number ("BIN").
- K. <u>Continued Tax Compliance</u>. Recipient shall, throughout the duration of this Contract, comply with all tax laws of this state and all applicable tax laws of any political subdivision of this state.
- L. <u>Disadvantaged and Emerging Small Business</u>. ORS 200.090 states public policy is to "aggressively pursue a policy of providing opportunities for available contracts to emerging small businesses." OBDD encourages Recipient, in its contracting activities, to follow good faith efforts described in ORS 200.045. The Governor's Policy Advisor for Economic & Business Equity provides additional resources and the Certification Office for Business Inclusion and Diversity at the Oregon Business Development Department maintains a list of certified firms and can answer questions. Search for certified firms on the web at:

https://oregon4biz.diversitysoftware.com/FrontEnd/VendorSearchPublic.asp.

#### **SECTION 7 - DEFAULT**

Any of the following constitutes an "Event of Default":

- A. <u>Misleading Statement</u>. Any material false or misleading representation is made by or on behalf of Recipient, in this Contract or in any document provided by Recipient related to this Grant or the Project.
- B. The Recipient fails to perform any obligation required under this Contract, other than those referred to in subsections A of this section, and that failure continues for a period of 30 calendar days after written notice specifying such failure is given to Recipient by OBDD. OBDD may agree in writing to an extension of time if it determines Recipient instituted and has diligently pursued corrective action.

#### **SECTION 8 - REMEDIES**

Upon the occurrence of an Event of Default, OBDD may pursue any remedies available under this Contract, at law or in equity. Such remedies include, but are not limited to, termination of OBDD's obligations to make the Grant or further disbursements, return of all or a portion of the Grant amount, payment of interest earned on the Grant amount, and declaration of ineligibility for the receipt of future awards from OBDD. If, as a result of an Event of Default, OBDD demands return of all or a portion of the Grant amount or payment of interest earned on the Grant amount, Recipient shall pay the amount upon OBDD's demand; however, Recipient may request the Grant be converted to a loan, which may be granted by, and subject to the terms and conditions determined by, OBDD in its sole discretion. OBDD may also recover all or a portion of any amount due from Recipient by deducting that amount from any payment due to Recipient from the State of Oregon under any other contract or agreement, present or future, unless prohibited by state or federal law. OBDD reserves the right to turn over any unpaid debt under this Section 8 to the Oregon Department of Revenue or a collection agency and may publicly report any delinquency or default. These remedies are cumulative and not exclusive of any other remedies provided by law.

In the event OBDD defaults on any obligation in this Contract, Recipient's remedy will be limited to injunction, special action, action for specific performance, or other available equitable remedy for performance of OBDD's obligations.

#### **SECTION 9 - TERMINATION**

OBDD may terminate this Contract with notice to Recipient under any of the following circumstances:

- A. The Oregon Department of Administrative Services notifies OBDD of an anticipated shortfall in General Fund revenues.
- B. OBDD fails to receive sufficient funding, appropriations or other expenditure authorizations to allow OBDD, in its reasonable discretion, to continue making payments under this Contract.
- C. The program used to fund this Contract fails to receive sufficient funding to make payments under this Contract.
- D. There is a change in federal or state laws, rules, regulations or guidelines so that the Project funded by this Contract is no longer eligible for funding.

#### **SECTION 10 - MISCELLANEOUS**

- A. No Implied Waiver. No failure or delay on the part of OBDD to exercise any right, power, or privilege under this Contract will operate as a waiver thereof, nor will any single or partial exercise of any right, power, or privilege under this Contract preclude any other or further exercise thereof or the exercise of any other such right, power, or privilege.
- B. Choice of Law; Designation of Forum; Federal Forum. The laws of the State of Oregon (without giving effect to its conflicts of law principles) govern all matters arising out of or relating to this Contract, including, without limitation, its validity, interpretation, construction, performance, and enforcement.

Any party bringing a legal action or proceeding against any other party arising out of or relating to this Contract shall bring the legal action or proceeding in the Circuit Court of the State of Oregon for Marion County (unless Oregon law requires that it be brought and conducted in another county). 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.

Notwithstanding the prior paragraph, if a claim must be brought in a federal forum, then it must be brought and adjudicated solely and exclusively within the United States District Court for the District of Oregon. This paragraph applies to a claim brought against the State of Oregon only to the extent Congress has appropriately abrogated the State of Oregon's sovereign immunity and is not consent by the State of Oregon to be sued in federal court. This paragraph is also not a waiver by the State of Oregon of any form of defense or immunity, including but not limited to sovereign immunity and immunity based on the Eleventh Amendment to the Constitution of the United States.

C. <u>Notices and Communication</u>. Except as otherwise expressly provided in this Contract, any communication between the parties or notices required or permitted must be given in writing by personal delivery, email, or by mailing the same, postage prepaid, to Recipient or OBDD at the addresses listed in Exhibit A, or to such other persons or addresses that either party may subsequently indicate pursuant to this Section.

Any communication or notice by personal delivery will be deemed effective when actually delivered to the addressee. Any communication or notice so addressed and mailed will be deemed to be received and effective five (5) days after mailing. Any communication or notice given by email becomes effective 1) upon the sender's receipt of confirmation generated by the recipient's email system that the notice has been received by the recipient's email system or 2) the recipient's

- confirmation of receipt, whichever is earlier. Notwithstanding this provision, the following notices may not be given by email: notice of default or notice of termination.
- D. <u>Amendments</u>. This Contract may not be altered, modified, supplemented, or amended in any manner except by written instrument signed by both parties.
- E. <u>Severability</u>. If any provision of this Contract will be held invalid or unenforceable by any court of competent jurisdiction, such holding will not invalidate or render unenforceable any other provision.
- F. <u>Successors and Assigns</u>. This Contract will be binding upon and inure to the benefit of OBDD, Recipient, and their respective successors and assigns, except that Recipient may not assign or transfer its rights, obligations or any interest without the prior written consent of OBDD.
- G. <u>Counterparts</u>. This Contract may be signed in several counterparts, each of which is an original and all of which constitute one and the same instrument.
- H. <u>Integration</u>. This Contract (including all exhibits, schedules or attachments) and the other Financing Documents constitute the entire agreement between the parties on the subject matter. There are no unspecified understandings, agreements or representations, oral or written, regarding this Contract.
- I. No Third Party Beneficiaries. OBDD and Recipient are the only parties to this Contract and are the only parties entitled to enforce the terms of this Contract. Nothing in this Contract gives or provides, or is intended to give or provide, to third persons any benefit or right not held by or made generally available to the public, whether directly, indirectly or otherwise, unless such third persons are individually identified by name herein and expressly described as intended beneficiaries of the terms of this Contract.
- J. <u>Survival</u>. All provisions of this Contract that by their terms are intended to survive shall survive termination of this Contract.
- K. Time is of the Essence. Recipient agrees that time is of the essence under this Contract.
- L. <u>Attorney Fees</u>. To the extent permitted by the Oregon Constitution and the Oregon Tort Claims Act, the prevailing party in any dispute arising from this Contract will be entitled to recover from the other its reasonable attorney fees and costs and expenses at trial, in a bankruptcy, receivership or similar proceeding, and on appeal. Reasonable attorney fees shall not exceed the rate charged to OBDD by its attorneys.
- M. <u>Promotional Use of Recipient Information</u>. Recipient agrees that OBDD may use Recipient and information provided to the OBDD by Recipient in the promotion of OBDD's programs and services. The following typifies, but does not limit, the information OBDD may use in its promotion(s): business name; private lender name; general description of the Project; total Project cost; amount of the Grant; projected number of jobs created / retained as a result of the Project.
- N. <u>Public Records</u>. OBDD's obligations under this Contract are subject to the Oregon Public Records Laws.

Signature page follows.

The Recipient, by its signature below, acknowledges that it has read this Contract, understands it, and agrees to be bound by its terms and conditions.



# STATE OF OREGON acting by and through its Oregon Business Development Department



**MORROW COUNTY** 

By:	By:	
Chris Cummings, Deputy Director		David Sykes, Chair, Morrow County Board of Commissioners
Date:	Date:	
APPROVED AS TO LEGAL SUFFICIENCY IN ACC	ORDANC	E WITH ORS 291.047:
/s/ David Berryman per email dated 25	April 20	023
David Berryman Assistant Attorney General		

#### EXHIBIT A - CONTACT INFORMATION, PROJECT DESCRIPTION, AND PROJECT BUDGET

**OBDD** Recipient

State of Oregon, acting by and through its Oregon Morrow County

Business Development Department,

775 Summer Street NE Suite 200 110 N. Court St. Salem, OR 97301-1280 Heppner, OR. 97836

Contract Administrator: Heather Stevens Contact: Sandi Pointer

**Telephone:** 971-719-6099 **Telephone:** 541-240-1761

Email: heather.stevens@biz.oregon.gov Email: spointer@co.morrow.or.us

#### **Project Description:**

Recipient will update the infrastructure at the Lexington Airport. Updates include but are not limited to designing, planning, and installation of approximately 2,600 feet of 3-phase power line, 3,250 feet of fiber optic line, and necessary boring under paved areas within the Lexington Airport.

#### **Project Budget:**

4	OBDD Funds	Other / Matching Funds
Activity	Approved Budget	Estimated Budget
Infrastructure designing, planning and installation	\$296,000	\$0
Total	\$296,000	\$0

The Project will be completed no later than the Project Completion Deadline.

# CENTURY WEST ENGINEERING PRELIMINARY CONSTRUCTION COST ESTIMATE



#### **MORROW COUNTY**

# LEXINGTON AIRPORT ELECTRICAL CONSTRUCTION - PH.1 INFRASTRUCTURE

September 23, 2021

Bid			Estimated	Unit	Total
Item	Description	Unit	Quantity	Price	Cost
1	Mobilization	LS	1	\$10,000.00	\$10,000
2	Underground 3-Phase Power	LF	1,300	\$21.00	\$27,300
3	Columbia Basin Electric Fees	LS	1	\$45,150.00	\$45,150

SubTotal: \$82,450

25% Contingency: \$20,613

Total: \$103,000

# CENTURY WEST ENGINEERING PRELIMINARY CONSTRUCTION COST ESTIMATE



#### MORROW COUNTY

ENGINEERING

# LEXINGTON AIRPORT ELECTRICAL CONSTRUCTION - PH.2 INFRASTRUCTURE

September 23, 2021

Bid Item	Parallel II	11.4	Estimated	Unit	Total
1	Description Mobilization	Unit	Quantity	Price \$10,000.00	\$10,000
2	Underground 3-Phase Power	LF	1,300	\$21.00	\$27,300
3	Columbia Basin Electric Fees	LS	1	\$14,700.00	\$14,700
4	Trench Under Paved Areas	LF	35	\$285.00	\$9,980

SubTotal: \$61,980

25% Contingency: \$15,495

Total Estimate: \$77,000

# **CENTURY WEST ENGINEERING** PRELIMINARY CONSTRUCTION COST ESTIMATE



#### **MORROW COUNTY**

# **LEXINGTON AIRPORT FIBER OPTIC CONSTRUCTION - PH.3 INFRASTRUCTURE**

September 23, 2021

Bid Item		110-24	Estimated	Unit	Total
1	Description  Mobilization	Unit	Quantity 1.0	Price \$10,000.00	\$10,000
2	Underground Fiber Optic Line	LF	3,250	\$21.00	\$68,250
3	Trench Under Paved Areas	LF	50	\$285.00	\$14,250

SubTotal: \$92,500

25% Contingency: \$23,125

Total Estimate: \$116,000



(For BOC Use) Item #

**Morrow County Board of Commissioners** (Page 1 of 2)

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

Presenter at BOC: Tamra Mabbott Department: Planning Short Title of Agenda Item: Appoint additional n (No acronyms please)	Requested Agenda	iewers: May 11, 2023 a Date: May 17, 2023 aunty Water Advisory Committee
This Item Involves  Order or Resolution Ordinance/Public Hearing: Ist Reading 2nd Reading Public Comment Anticipated: Estimated Time: Document Recording Required Contract/Agreement	Consent Agend Discussion & Agend Estimated Time	ject/Committee da Eligible Action ne:
N/A Contractor/Entity: Contractor/Entity Address: Effective Dates – From: Total Contract Amount: Does the contract amount exceed \$5,000?	Through: Budget Line:  Yes No	
Reviewed By:  Tamra Mabbott May 11, 2023  DATE	_Department Director Re	equired for all BOC meetings
Roberta Vanderwal	_County Administrator R	equired for all BOC meetings
DATE	_County Counsel *F	Required for all legal documents
DATE		Required for all contracts; other ems as appropriate.
DATE **		f appropriate

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

\*Allow I 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,

Morrow County Board of Commissioners (Page 2 of 2)

## 1. <u>ISSUES, BACKGROUND, DISCUSSION AND OPTIONS (IF ANY)</u>:

Board of Commissioners appointed members to serve on the Charter Water Advisory Committee at their May 3, 2023 meeting and directed staff to return with name and affiliation, title and role of additional individuals to serve. Additional names for the committee:

- 1. Kelly Doherty is an owner of a livestock company, O Doherty Cattle Company headquartered outside of Boardman. Her cattle company grazes cattle throughout Morrow County and eastern Oregon. Kelly has a background in groundwater monitoring for irrigated agriculture. She also is an advocate for clean drinking water and is active in the local community. Kelly also lives in a rural area outside Boardman.
- 2. Nella Parks is a Senior Organizer with Oregon Rural Action. She holds a BS in Environmental Science from OSU with an emphasis in water resources. In addition to organizing and nonprofit leadership roles, she brings knowledge of the region's groundwater from her previous role as the Groundwater Science Technician with the Walla Walla Basin Watershed Council and experience in agriculture. She is bilingual in English and Spanish. Nella works for Oregon Rural Action, a 501(c)3, community-led nonprofit organization working for the well-being of people and the environment. Most recently Nella has been involved in helping rural residents test their drinking water in Morrow and Umatilla County.
- 3. Gibb Evans is member of the Northeast Oregon Water Association (NOWA) Board of Directors. NOWA is a non-profit support organization that promotes value-added agricultural economy in the Mid-Columbia region of Northeast Oregon. Gibb's educational and professional background is in agronomy. He is Vice President of IRZ Consulting, irrigation engineering and consulting firm headquartered in Hermiston where he has worked for 30 years. Gibb is a fourth generation Morrow County native. He lives in the rural Irrigon area.
- 4. Debbie Radie lives in the rural Irrigon area and is Vice President for Boardman Foods, a food processing company located in Boardman. Debbie is active in the community and is part of the business coalition that helped fund drinking water systems for rural residents in Morrow County.

#### 2. FISCAL IMPACT:

N/A

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

Appoint additional persons to the Charter Water Advisory Committee.

Attach additional background documentation as needed.

Morrow County Water Committee	8-May-23
Policy Area or Industry	Name
County Commissioner	Roy Drago, Commissioner
County Planning Department	*Tamra Mabbott, Planning Director
County Public Health Department	Robin Canaday, Public Health Director
Emergency Management (ex officio)	Paul Gray, Emergency Manager
Morrow County Soil Water Conservation	*Kevin Payne, SWCD Gen Manager
DEQ	*Randy Jones, DEQ
OWRD	Chris Kowitz, OWRD Region Mgr
Port of Morrow	Miff Devin, Water Quality and IT Mgr
Municipality	Aaron Palmquist, City of Irrigon
Food Processing Industry	lan Toevs, Lamb Weston
Irrigated Agriculture	Ralph Morter, irrigated farmer, Ione
Central County Agriculture	Todd Lindsay, farmer
South County Agriculture	Brian Thompson, farmer, rancher
Livestock Operator/Owner	Kelly Doherty, O'Doherty Cattle Company
CAFO Operator/Owner	Wes Killion, Mgr Beef Northwest
Water Advocacy/Interest Group	Nella Parks, Senior Ogranizer, Oregon Rural Action
Northeast Oregon Water Association (NOWA)	Gibb Evans, NOWA Board, Morrow Co Rural Resident
Rural Residential Resident	Debbie Radie, Irrigon area resident
Other/At large	
* member of consultant interview and selection committee	
Changes/additions for BOC May 17 meeting. Other individuals appointed May 3.	



Morrow County Board of Commissioners (Page 1 of 2)



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

Presenter at BOC: Tamra Mabbott	Date submitted to	reviewers: May 15, 2023			
Department:Planning	nent:Planning Requested Agenda Date: May 17, 2023				
Short Title of Agenda Item: Sponsor Eastern (No acronyms please)	Oregon Economic Summit				
This Item Involv	ves: (Check all that apply for this	s meeting.)			
Order or Resolution	Appointme	<u> </u>			
Ordinance/Public Hearing:		Project/Committee			
☐ 1st Reading ☐ 2nd Read	ing 🔲 Consent Ag	genda Eligible			
☐ Public Comment Anticipated	1,000	l l			
Estimated Time:	Estimated 7				
Document Recording Requi		re-Authorization			
☐ Contract/Agreement	Other				
N/A Purchase P	re-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:					
Tamra Mabbott May 11, 2023	Department Director	Required for all BOC meetings			
DATE					
Roberta VanDerwall	County Administrator	Required for all BOC meetings			
DATE					
DATE	County Counsel	*Required for all legal documents			
	F'	4D 1 10 11			
Kevin Ince	Finance Office	*Required for all contracts; other items as appropriate.			
	Human Resources	*If appropriate			
DATE		taneously). When each office has notified the submitti			

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.

department of approval, then submit the request to the BOC for placement on the agenda,

**Morrow County Board of Commissioners** (Page 2 of 2)

# 1. <u>ISSUES, BACKGROUND, DISCUSSION AND OPTIONS (IF ANY):</u>

The Eastern Oregon Womens Coalition annual economic summit will be in La Grande this year, August 3-4. Last year Morrow County sponsored the conference at the \$2,500 level which includes admission to the conference and

y and the control will be a series of the control will be a series of the control
county logo and other exposure for Morrow County.

The tours and sessions have direct and indirect benefit to Morrow County.

Sponsorship is a good way to promote many great things happening in Morrow County.

# 2. FISCAL IMPACT:

\$2,500

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

Motion to approve Morrow County be a Eastern Oregon Economic Summit Sponsor at the \$2,500 level.

Attach additional background documentation as needed.



# AUGUST 3-4, 2023 UNION COUNTY, OREGON

The Eastern Oregon Economic Summit will include industry tours, speakers, and a series of discussion panels focused on regional economic updates, federal and state legislative updates, and more.



Learn More At www.EasternOregonSummit.com



# **Union County, Oregon**

Thursday, August 3, 2023 - Field & Industry Tours
Friday, August 4, 2023 - General Session & Breakout Discussions

### **Sponsorship Form**

Become a sponsor of the 2023 Eastern Oregon Economic Summit. As a sponsor, you can help bring together state, regional, and local leaders from across private and public sectors to discuss issues and set goals to improve our region and state. The Eastern Oregon Economic Summit will be advertised on multiple platforms in all Eastern Oregon counties and the wider region. There are five sponsorship levels for your consideration.

## **Organizational Information**

Please fill out the below information as you would like it to appear in print.

Association Name	
	8
Mailing Address, City, Zip	
Contact Name	
Phone	Email
THORE	Cilidii
Sponsorship Level Please check which sponso	orship level you desire.
Title Sponsorship	Platinum Sponsorship
Gold Sponsorship	Silver Sponsorship
Bronze Sponsorship	)

#### **Payment**

Checks should be made out to Eastern Oregon Women's Coalition. EOWC is a 501(c)3 charitable organization which allows your contribution to be tax deductible.

Send payment and form to: Eastern Oregon Women's Coalition

PO Box 69 Echo, OR 97826

For questions, please contact Bobby Levy, EOWC President at bobby@eowc.biz

#### Title Sponsor Level - \$10,000

- Extra-large logo on summit registration website.
- Extra-large logo on summit registration materials.
- Extra-large logo on summit packet.
- Logo on lanyards.
- Complimentary exhibit booth (1 space).
- Complimentary event registration (10 tickets)

# Platinum Level - \$5,000

- Large logo on summit registration website.
- Large logo on summit registration materials.
- Large logo on summit packet.
- Complimentary exhibit booth (1 space).
- Complimentary event registration (10 tickets).

### Gold Level - \$2,500

- Medium logo on summit registration website.
- Medium logo on summit registration materials.
- Medium logo on summit packet.
- Complimentary event registration (5 tickets).

#### Silver Level - \$1,000

- Small logo on summit registration website.
- Small logo on summit registration materials.
- Small logo on summit packet.
- Complimentary event registration (2 tickets).

#### **Bronze Level - \$500**

- · Name on summit registration website.
- Name on summit registration materials.
- Name on summit packet.
- Complimentary event registration (2 tickets).





#### **MEMORANDUM**

To: Morrow County Board of Commissioners From: Tamra Mabbott, Planning Director

CC: Planning Commission

BOC Date: May 17, 2023

RE: Monthly Planning Update



#### **Mission Statement**

Morrow County Planning Department provides guidance and support to citizens for short term and long-range planning in land use, to sustain and improve the county's lands for future generations. Our goal is to foster development where people can live, work & play.

Planning Permits	April 2023
Zoning Permits	6
Land Use Compatibility Reviews	5
Land Use Decisions	0
Rural Addresses	1
Other	1

At the April 25 meeting, Planning Commission approved a new seven lot subdivision to be located just outside of Irrigon. Each lot will be larger than two acres in size. Planning Commission also held two public hearings to consider revoking permits for uses where the permittee/landowner was not in compliance with conditions of approval. The commission continued both hearings to a future date in order to provide the landowners with a final opportunity to comply with permit conditions. This type of hearing is reserved for more extreme situations where a landowner is violating a permit and other zoning and solid waste codes. They are challenging yet important in order to keep neighborhoods clean, safe and livable.

#### **Energy Projects**

Status of energy projects in Morrow County is found here on the department webpage: <a href="https://www.co.morrow.or.us/planning/page/renewable-energy-1">https://www.co.morrow.or.us/planning/page/renewable-energy-1</a>

Staff had meetings with several renewable energy developers who are in various stages of entitlement process.

# Morrow County Heritage <u>Trail</u>

Planner Stephanie Case and High School Intern Caren Cardenas continue to work on updating and replacing the Interpretive panels. Next steps will be to post a request for proposal for design and production. People interested in serving on a short-term committee to help design the Interpretive Panels please contact Stephanie at <a href="mailto:scase@co.morrow.or.us">scase@co.morrow.or.us</a> or (541) 922-4624 Ext 5506.



Staff is working with Ducote Consulting on a planning grant application to the Oregon State Parks. If approved, the project would include landscape design and preliminary engineering.

#### **Willow Creek Valley Community Development Projects**

Planning Director attended the lone City Council meeting to hear their comments about the draft Goal 9 Economic Development and Employments Lands Report. The final report will reflect Ione's identity as primarily a bedroom community with access to farm land and good paying jobs in the Boardman area. Points Consulting is finalizing the Buildable Lands Inventory (BLI) for employment lands (industrial and commercial zoned properties).

#### **Data Centers**

Planners met with several folks from the AWS construction and development team to talk about the permitting process. It was a productive and fruitful discussion.

#### **Building Inspection Program**

The City of Boardman – Morrow County Intergovernmental Agreement (IGA) was updated and adopted by the Board of Commissioners and City of Boardman.

#### **Columbia Development Authority (CDA)**

Morrow and Umatilla County Planning Directors had a brief call with CDA staff and legal counsel on next steps to transfer approximately 4,000 acres to the Confederated Tribes of the Umatilla Indian Reservation (CTUIR).

# <u>Access to Transportation – Rural</u> <u>Transit Equity (RTE) Pilot Project</u>

The Project Management Team and the Technical Advisory Committee met and reviewed preliminary survey results with Dr. Daniel Costie and Rural Engagement and Vitality (REV) staff. Planning and Transportation/Transit staff continue to collaborate on the project, although the outcome will have more direct use for the county transit program. The intent of the study is to understand transportation and transit needs of persons and populations that are more difficult to reach, such as non-English speaking residents, people with low and very low



income, people with-out transportation, etc. Euvalcree, a local advocacy organization, conducted in person interviews with a large number of persons who do not speak English. The survey will remain available on the website. <a href="https://www.co.morrow.or.us/planning/page/morrow-county-transportation-survey">https://www.co.morrow.or.us/planning/page/morrow-county-transportation-survey</a>

Euvalcree and REV staff will be conducting focus group interviews throughout May.

#### WATER

GSI Water Solutions Inc., continues contractual work for Morrow County. Board of Commissioners appointed people to serve on the charter Water Advisory Committee. Staff talked with several people about filling other positions on the committee. The first committee meeting will be May 22<sup>nd</sup>, during which time the committee will provide input on three briefing papers which cover water quality, quantity and drinking water.

#### Other Funding for projects

Planning and Public Health Directors are working to host community meetings to share information about potential project funding for rural residential homeowners who rely on domestic wells. The meetings will likely be co-hosted with state agencies and will be a forum for listening and learning. More information to come soon.

#### **Drinking Water**

Planning and Public Health Directors continue to work with GSI Water Solutions on a grant application to the Environmental Protection Agency (EPA), required in order to access the \$1.7 million congressional earmark. Following approval of the grant a Request for Proposal (RFP) will be posted late Spring. Additionally, staff submitted a request for 2023 Congressionally Direct

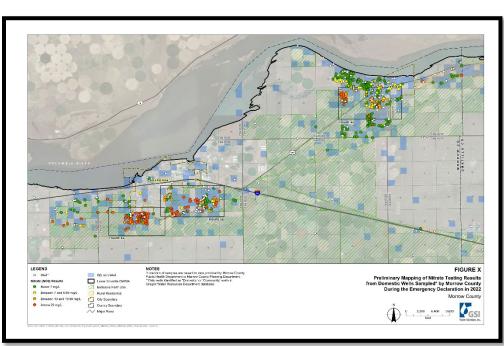
Spending (CDS) funds which will allow Morrow County to continue the planning and preliminary engineering work funded with the 2022 earmark. The cities of Irrigon and Boardman have agreed to participate in preliminary feasibility for water system expansion.

#### **Supplemental Environmental Project**

Staff are working on a scope of work to access funding that would provide more permanent drinking water to rural residential households. More information to come soon.

#### **Water Data and Mapping**

GIS Tech Stephen Wrecsics, is collaborating with GSI Water Solutions to correlate nitrate testing data with well data from Oregon Water Resources Department. Staff are coordinating with state agencies, namely Department of Environmental Quality and **Oregon Water Resources** Department, to develop a data set and maps that will help with numerous projects.



#### **LUBGWMA**

The bi-county Scoping Committee, including Commissioner Drago and Planning Director Mabbott from Morrow County, hosted a meeting with HDR to develop a scope of work for long term research. HDR has contracted with Umatilla County for the work, which will identify methods to remove nitrates from the aquifer. This work would be a long-term effort. Staff toured HDR to various sites in Morrow and Umatilla Counties and then attended the Lower Umatilla Basin Groundwater Management Area (LUBGWMA) Committee. An extensive overview of the Committee and the LUBGWMA can be found on the LUBGWMA website <a href="https://lubgwma.org/">https://lubgwma.org/</a>

#### **Code Compliance**

Department mailed 150 letters to landowners in three neighborhoods to launch the "Neighborhood Compliance Program." A copy of the letter and a list of resource available to rural residential landowners is attached. The Department is hosting a meeting on May 22<sup>nd</sup> at the North Morrow Annex in Irrigon, 6:30-8:00, to meet with landowners and help connect them with understanding codes as well as resources and programs to help clean up their rural residential properties. Robin Canaday and Ana Pineyro from Public Health assisted in putting together materials and will also be on hand to answer questions at the May 22<sup>nd</sup> meeting. Staff anticipates there will be additional meetings in other locations, possibly even at the neighborhoods, to listen to residents and help them access available resources. One topic that will be challenging is to find alternative locations for trucking companies currently located in residential zones. No residential

zones allow trucking business however, truck owners are hard-pressed to find alternate locations that are convenient and protect the equipment. See attached flyer.

Compliance Planner has been working with a handful of property owners to help them clean up their properties into compliance. The code violations include abandoned vehicles and RVs, accumulation of junk and solid waste, as well as other code violations. The communication with these property owners has been appreciated and working well for a path forward on compliance.

- 3 new complaints- RV as dwelling, junk property and home occupation
- 1 complaint- Business in a residential location
- 1 complaint- RV as dwelling
- 1 Complaint- Junk on property; garbage bags filling up trailer
- 1 Closed Complaints- Home Occupation permit violation
- 1 Complaint- Site Visit for Home occupation, unfounded
- 1 Complaint- Compliance achieved with clean-up of junk and debris.
- Communicating with 18 non-permitted trucking business operations located in residential zone
- 2 Conditional Use Permits for Home occupations were presented to Planning Commission April 25<sup>th</sup>, 2023 for reconsideration. They were both Continued for a later date.
- Other outstanding/ongoing cases 36

#### **Oregon Legislature**

Planning Director is monitoring land use and other natural resource bills. Several organizations host weekly calls to get input from counties and planning professionals.

Natural Hazard Mitigation Plan (NHMP) Update

The NHMP Committee held a meeting on April 18<sup>th</sup> with project consultant Susan Millhauser from the Oregon Department of Land Conservation and Development (DLCD). Matt Williams of the Department of Geology and Mineral Industries (DOGAMI) presented on geohazards in the county. Cities were in attendance and provided input on hazards in their communities. Stephen Wrecsics, GIS Planning Tech is providing maps for the project and helping with meetings. Planning Director is helping with logistics, inter agency coordination. The next meeting will May 16<sup>th</sup>, 2:00 – 4:00 pm, at the North Morrow Annex. Project is scheduled to be complete January 2024.

#### Housing

Oregon Legislature pass HB 2001 which includes funds for local governments to work on housing planning and projects. Planning Director is looking for opportunities for planning and other funding, as well as coordinating with regional entities.

# WEED DEPARTMENT QUARTERLY REPORT

# **February**

- Held a Spring Blade Meeting with Graders & Assistant Roadmaster
- Attended Oregon Vegetation Management Association (OVMA)
   Week-long Conference in Seaside. (8 Credits)

# <u>March</u>

- Worked on Capital Outlay Request
- (2) Code Enforcement
- Developed New Spray Records
- Attended Soil & Water Board Meeting
- Worked on Spray Truck/ Calibrated Flow Meters
- Attended Contractors Meeting in La Grande
- Complied with an ODA Audit/Inspection of Records
- Wrote a Grant Letter of Support for Soil & Water Conservation District
- Held numerous meetings with ODFW, SWCD, NRCS and ODA on the Annual Grass Project.
- Attended Flowering Rush Meeting (Boardman)
- Attended Columbia Basin Cooperative Weed Management Area Meeting (Zoom)
- Worked on OpenGov Budget FY24
- Sprayed 155 Roadside Miles

# <u>April</u>

- Had Field day with ENVU Rep & Wilbur Ellis Rep.
- Contracted Spray for City of Heppner (4 Lots)
- Finished OpenGov
- Sprayed 309 Roadside Miles

# May

- Met with Various Land Owners regarding Roadside Spraying next to their Wheat
- 1 Code Enforcement
- Attended CIS Training (Accidents & Investigations)
- 195 Miles Sprayed





# TREASURER

Jaylene Papineau

100 Court Street P.O. Box 37 Heppner, Oregon 97836

Phone: 541-676-5630 • Fax: 541-676-5631

E-mail: jpapineau@co.morrow.or.us

Date Prepared: May 3, 2023

BOC Agenda Date: May 17, 2023

Subject: Monthly Treasurer Report-March

Re: Treasurer's Monthly Financial Statements as per ORS 208.090

Earning Yield and Interest Rates (minus fees): March

<u>Bank</u>	Prior	Current	<u>Change</u>	<u>Total</u>
	<u>Month</u>	Month		Interest
LGIP	3.75%	3.75%	.00%	\$168,053.43
Bank of Eastern Oregon-Accounts Payable	0.05%	0.05%	.00%	\$48.16
Bank of Eastern Oregon-Payroll	0.05%	0.05%	.00%	\$2.57
Bank of Eastern Oregon- Unsegregated Property Tax	0.05%	0.05%	.00%	\$30.76
Community Bank (Quarterly)	0.02%	0.02%	.00%	\$0.00

March Total Interest: Interest (less fees) was \$168,104.16

#### Outstanding checks:

Outstanding checks in the BEO-AP account total, as of March 31<sup>st</sup>, 2023 was \$503,332.40
Outstanding checks in the BEO-Unsegregated account total, as of March 31<sup>st</sup>, 2023 was \$7,234.46
No other bank accounts had outstanding checks.

#### **March Treasurer Distribution:**

Property Tax to Distribute: \$134,258.95
Paid to Taxing Districts: \$89,203.09

<u>Transfer Requests:</u> I received <u>One</u> Taxing District transfer of funds request in March.

> The statement for the Local Government Investment Pool (LGIP) and the Pooled Cash Report are included.

Please let me know if you have any questions.

Jaylene Papineau

Morrow County Treasurer 541-676-5630 PO Box 37 Heppner, OR 97836



# **Account Statement - Transaction Summary**

For the Month Ending March 31, 2023

# MORROW CO - MORROW COUNTY - 4206

Oregon LGIP	
Opening Balance	53,417,307.98
Purchases	577,642.89
Redemptions	(1,383,562.89)

Asset Summary		
	March 31, 2023	February 28, 2023
Oregon LGIP	52,611,387.98	53,417,307.98
Total	\$52,611,387.98	\$53,417,307.98

Closing Balance	\$52,611,387.98
Dividends	168,054.08



# **Account Statement**

For the Month Ending March 31, 2023

MORROW CO	- MORROW COUNTY	- 4206
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Trade	Settlement Date	Transaction Description	Share or Unit Price	Dollar Amount of Transaction	Balance
Date Oregon LGI		Transaction Description	D. & CHILL HOSE	NEW PROPERTY AND	
Opening Balar	ice				53,417,307.98
03/01/23	03/01/23	Redemption - ACH Redemption	1.00	(500,000.00)	52,917,307.98
03/01/23	03/01/23	Redemption - ACH Redemption	1.00	(55,00)	52,917,252.98
03/01/23	03/01/23	LGIP Fees - ACH Purchase (3 @ \$0.05 - From 4206) - February 2023	1.00	(0.15)	52,917,252.83
03/01/23	03/01/23	LGIP Fees - ACH Redemption (6 @ \$0.05 - From 4206) - February 2023	1.00	(0.30)	52,917,252.53
03/01/23	03/01/23	LGIP Fees - Received ACH (2 @ \$0.10 - From 4206) - February 2023	1.00	(0.20)	52,917,252.33
03/07/23	03/07/23	Transfer to Morrow County School District #1 - MORROW COUNTY SCHOOL DISTRICT #1	1.00	(100,000.00)	52,817,252.33
03/07/23	03/07/23	Transfer to InterMountain Education Service Dis - INTERMOUNTAIN ESD	1.00	(24,261.48)	52,792,990.85
03/07/23	03/07/23	Transfer to Blue Mountain Community College - BLUE MOUNTAIN COMMUNITY COLLEGE	1.00	(33,809.21)	52,759,181.64
03/07/23	03/07/23	Transfer to Boardman, City of - BOARDMAN CITY OF / CENTRAL URA	1.00	(1,806.90)	52,757,374.74
03/07/23	03/07/23	Transfer to Boardman Park and Recreation - BOARDMAN PARK & REC/RECREATION CENTER	1.00	(9,823.34)	52,747,551.40
03/07/23	03/07/23	Transfer to Ione School District #2 - IONE SCHOOL DISTRICT #2	1.00	(17,412.94)	52,730,138.46
03/07/23	03/07/23	Transfer to Boardman, City of - BOARDMAN CITY OF/ WEST URA	1.00	(937.13)	52,729,201.33
03/07/23	03/07/23	Transfer to Boardman, City of - BOARDMAN CITY OF	1.00	(31,993.20)	52,697,208.13
03/07/23	03/07/23	Transfer to Morrow County School District #1 - MORROW COUNTY SCHOOL DISTRICT #1	1.00	(149,694.21)	52,547,513.92
03/07/23	03/07/23	Transfer to Boardman Park and Recreation - BOARDMAN PARK AND RECREATION	1.00	(8,052.55)	52,539,461.37
03/08/23	03/08/23	Purchase - ACH Purchase	1.00	21,239.04	52,560,700.41
03/08/23	03/08/23	Purchase - ACH Purchase	1.00	166,543.93	52,727,244.34
03/08/23	03/08/23	Redemption - ACH Redemption	1.00	(62.13)	52,727,182.21



#### **Account Statement**

For the Month Ending March 31, 2023

# MORROW CO - MORROW COUNTY - 4206

Trade Date	Settlement Date	Transaction Description	Share or Unit Price	Dollar Amount of Transaction	Balance
Oregon LGIP					
03/10/23	03/10/23	SFMS Fr:OLCC OLCC Tax (Liquor)	1.00	4,580.80	52,731,763.01
03/13/23	03/13/23	SFMS Fr:Oregon Health Authority Mental Health Tax	1.00	781.63	52,732,544.64
03/17/23	03/17/23	ODOT - ODOT PYMNT	1.00	84,002.22	52,816,546.86
03/17/23	03/17/23	Redemption - ACH Redemption	1.00	(5,544.15)	52,811,002.71
03/21/23	03/21/23	ODOT - ODOT PYMNT	1.00	26,488.20	52,837,490.91
03/24/23	03/24/23	SFMS Fr:Oregon Health Authority CFAA Special Payments	1.00	5,387.46	52,842,878.37
03/24/23	03/24/23	SFMS Fr:Oregon Health Authority Oregon Contraceptive Care (CCare)	1.00	273.55	52,843,151.92
03/24/23	03/24/23	SFMS Fr:Administrative Services, Dept of County Cigarette Tax	1.00	413.42	52,843,565.34
03/24/23	03/24/23	Redemption - ACH Redemption	1.00	(55.00)	52,843,510.34
03/24/23	03/24/23	Redemption - ACH Redemption	1.00	(55.00)	52,843,455.34
03/29/23	03/29/23	Redemption - ACH Redemption	1.00	(500,000.00)	52,343,455.34
03/31/23	03/31/23	SFMS Fr:Youth Authority, Oregon Juvenile Basic	1.00	1,320.00	52,344,775.34
03/31/23	03/31/23	SFMS Fr:Oregon Health Authority OHA public Health Program	1.00	98,558.56	52,443,333.90
03/31/23	04/03/23	Accrual Income Div Reinvestment - Distributions	1.00	168,054.08	52,611,387.98



# **Account Statement**

For the Month Ending March 31, 2023

Trade Date	Settlement Date	Transaction Description			Share or Unit Price	Dollar Amount of Transaction	Balance
Closing Balance		Transaction Description			Omernee	V. Hansaction	52,611,387.98
olosing balance	-	Month of March	Fiscal YTD July-March				,
Opening Balanc	ce	53,417,307.98	36,295,536.43	Closing Balance		52,611,387.98	
Purchases		577,642.89	49,954,921.20	Average Monthly Balance		52,770,802.14	
Redemptions		(1,383,562.89)	(33,639,069.65)	Monthly Distribution Yield	d	3.75%	
Closing Balance	3	52,611,387.98	52,611,387.98				
Dividends		168,054.08	897,759.38				

# MORROW COUNTY, OREGON POOLED CASH REPORT (FUND 999)

AS OF: MARCH 31ST, 2023

CURRENT CURRENT BEGINNING BALANCE FUND ACCOUNT# ACCOUNT NAME BALANCE ACTIVITY CLAIM ON CASH 18,203,073.33 ( 1,478,071.13) 16,725,002.20 101-100-1-10-1500 GENERAL FC W/TREASURER 200-100-1-10-1500 HERITAGE TRAIL FC W/TREAS 30,520.03 6,573.38 37,093.41 73,119.40 1,012,168.83 939.049.43 201-100-1-10-1500 ROAD EQUIP FC W/TREASURER 854,668.16 5,155,671.35 202-100-1-10-1500 ROAD FC W/TREASURER 4,301,003.19 47,684.97 807,653.04 203-100-1-10-1500 FINLEY BUTTES FC W/TREASURER 759,968.07 37,086.07 37,088.07 204-100-1-10-1500 YOUTH/CHILD FC/TREASURER 0.00 4,771.88) 212,718.97 205-100-1-10-1500 AIRPORT FC W/TREASURER 217,490.85 ( 206-100-1-10-1500 LAW LIBRARY FC W/TREASURER 35,180.86 ( 110.51) 35,070.35 207-100-1-10-1500 911 FC W/TREASURER 829,015.06 ( 30,878.33) 798,136.73 2,118.21 208-100-1-10-1500 SURVEYOR PRES FC/TREASURER 290,675.11 292,793.32 210-100-1-10-1500 FINLEY BUTTES LIC. FC W/TREAS 1,435,808.44 ( 222,784.71) 1,213,023.73 0.00 0.00 211-100-1-10-1500 MCSD CO SCHOOL FC W/TREAS 0.00 212-100-1-10-1500 ISD COMMON SCH FC W/TREASURER 0.00 0.00 214-100-1-10-1500 FAIR FC W/TREASURER 257,909.69 ( 32,007.90) 225,901.79 98.922.02 5,362.63 104,284.65 215-100-1-10-1500 COMP EQUIP FC W/TREASURER 788,907.17 ( 12,934.83) 216-100-1-10-1500 STF FC W/TREASURER 775,972,34 217-100-1-10-1500 PROGRAMMING RES FC W/TREASURER 45,282.85 47,042.29 92,325.14 218-100-1-10-1500 ENFORCEMENT FC W/TREAS 88.00) 19,997.49 ( 19,909.49 219-100-1-10-1500 VIDEO LOTTERY FC W/TREAS 39,744.17 ( 14,401.20) 25,342.97 220-100-1-10-1500 VICTIM/WITNESS FC W/TREAS 12,105,95 16,481.92 28,587,87 24,106.85 ( 11,447.75) 12,659.10 222-100-1-10-1500 WILLOW CREEK FEES FC W/TREAS 36,732.12 4,678.65 223-100-1-10-1500 CAMI GRANT FC W/TREAS 32,053.47 28,945.25 1,355.50 30,300.75 224-100-1-10-1500 WEED EQUIP RES. FC W/TREAS 75,367.15 ( 26,118.25) 49.248.90 225-100-1-10-1500 STF VEHICLE FC W/TREAS 602.07 29,178,87 226-100-1-10-1500 FAIR ROOF FC W/TREAS 28,576.80 5,632,244.42 2,006,220.53 7,638,464.95 227-100-1-10-1500 HEPPNER ADMIN BLDG FC W/TREAS 17,430.73 ( 598.65) 16.832.08 228-100-1-10-1500 SAFETY COMMITTEE FC W/TREAS 229-100-1-10-1500 BLEACHER RESERVE FC W/TREAS 21,391.27 75.34 21,466,61 231-100-1-10-1500 JUSTICE COURT FC W/TREAS 45,916.32 ( 2,249.58) 43,666.74 24,981.64 233-100-1-10-1500 CLERKS RECORD FC W/TREAS 205,20 25,186.84 107.04 30,389.36 30,496.40 234-100-1-10-1500 DU11 1MPACT FC W/TREAS 236-100-1-10-1500 FAIR IMPROV. FUND FC W/TREAS 1,044,443.98 4,932.34 1,049,376.32 237-100-1-10-1500 BUILDING PERMIT FC W/TREAS 2,214,880.53 ( 4,734.15) 2,210,146.38 433,759.59 163,275.96 597.035.55 238-100-1-10-1500 PARK FC W/TREAS 275,821.03 971.51 276,792.54 240-100-1-10-1500 EQUITY FC W/TREAS 632,891.92 44,444.44 677.336.36 241-100-1-10-1500 BUILDING RESERVE FC W/TREAS 895.32 3.15 898.47 243-100-1-10-1500 LIQUOR CONTROL FC W/TREAS 2,257.73 4,000.00 6,257.73 245-100-1-10-1500 WPF FC W/TREASURER 310.62 88, 496, 84 321-100-1-10-1500 FOREST SERVICE FC W/TREAS 98,186,22 377.56 58,918.17 58,540.61 322-100-1-10-1500 COURT SECURITY FC W/TREAS 13,160.95) 91,770.48 ( 78,609.53 500-100-1-10-1500 ECHO WINDS FC W/TREAS 989,970.91 ( 986,161.60) 3,809,31 501-100-1-10-1500 SHEPHERDS FLAT FC W/TREAS 0.00 0.00 0.00 502-100-1-10-1500 MO CO ENTERPRIZE ZO FC W/TREAS 163,451.24 ( 8,713.06) 154,738.18 504-100-1-10-1500 STO FC W/TREAS 510-100-1-10-1500 P & P FC W/TREAS 279,436.32 ( 51,531.58) 227,904.74 514-100-1-10-1500 IONE SD B & I FC W/TREAS 8,117.16 ( 6,371.70) 1.745.46 385.27 1,806.90 ( 1,421.63) 515-100-1-10-1500 BOARDMN URB REN FC W/TREAS 1,514.61 6,817.84 ( 5,303.23) 516-100-1-10-1500 RADIO DIST FC W/TREAS 210.50 718.631 519-100-1-10-1500 WEST BOARDMN URA FC W/TREAS 937.13 (

## MORROW COUNTY, OREGON POOLED CASH REPORT (FUND 999)

AS OF: MARCH 31ST, 2023

FUND	ACCOUNT#	ACCOUNT NAME	BALANCE	CURRENT ACTIVITY		
521-3	100-1-10-1500		406,464.56	404,911.88)	1,552.69	
522-	100-1-10-1500	SHERIFF RES FUND/TREAS		1,103.54)		
523-	100-1-10-1500	WHEATRIDGE WIND FC W/TREAS	1,141,934.52	229,138.25)	912,796.27	
504	100 1 10 1500	ODOUNDD DIND OG W/MDEAC	E EEO 00 /	1 106 881	4 355 04	
540-	100-1-10-1500	RESILIENCY FUND W/TREAS	7,185,940.33 (	1,033,389.17)	6,152,551.16	
617-	100-1-10-1500	MO CO HEALTH DIST FC W/TREAS	37,690.15 (	29,336.17)		
620-	100-1-10-1500	BLACK MNT FC W/TREAS	0.00	0.00	0.00	
621-	100-1-10-1500	CITY OF BOARDMAN B & I FC W/TR	3,494.29	2,462.14)	1,032.15	
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	2,267.22	1,732.72)	534.50	
624-	100-1-10-1500	CITY OF LEXINGTON B & I FC W/T	19,524.01	105.02	19,629.03	
		MAN. STRUCTURE OMBUDSMAN	62.13 [		14.67	
628-	100-1-10-1500	WILLOW CREEK PARK B & I FC W/T	3,716.38	13.56	3,729.94	
		PORT OF MORROW FC W/TREAS	3,373.52			
631-	100-1-10-1500	CITY OF BOARDMAN FC W/TREAS		21,963.62)		
632-	100-1-10-1500	CITY OF HEPPNER FC W/TREAS	6,328.98 [		1,433.66	
		CITY OF IONE FC W/TREAS				
634-	100-1-10-1500	CITY OF IRRIGON FC W/TREAS	2,753.29 (	2,115.93)	637.36	
635-	100-1-10-1500	CITY OF LEXINGTON FC W/TREAS	412.71	312.61)	100.10	
636-	100-1-10-1500	BOARDMAN F&R FC W/TREAS	24,381.12 {	19,018.47)	5,362.65	
637-	100-1-10-1500	BOARDMAN F&R DIST BOND	5,293.20	4,210.41)	1,082.79	
638-	100-1-10-1500	HEPPNER RFPD FC W/TREAS	918.92	707.18)	211.74	
		IRRIGON RFPD FC W/TREAS		1,277.12)	385,08	
640-	100-1-10-1500	IONE RFPD FC W/TREAS	651,108.09 /	2,786.37)	648,321.72	
641-	100-1-10-1500	S GILLIAM REPD FC W/TREAS	129.94	0.34	130.28	
642-	100-1-10-1500	BOARDMAN CEMETERY FC W/TREAS	763.92 (	598.36)	165.56	
		HEPPNER CEMETERY FC W/TREAS	721.64		166.57	
		IONE-LEX CEMETERY FC W/TREAS				
645-	100-1-10-1500	IRRIGON CEMETERY FC W/TREAS	326.00	250.99)	75.01	
		WILLOW CREEK PARK FC W/TREAS				
647-	100-1-10-1500	BOARDMAN PARK FC W/TREAS	8,052.55	6,307.36)	1,745.19	
648-	100-1-10-1500	IRRIGON PARK FC W/TREAS				
		BOARDMAN PK B&I FC W/TREASURER	9,823.34 (	7,509.55)	2,313.79	
650-	100-1-10-1500	MO CO UNIFIED REC FC W/TREAS HEPPNER WATER CONTROL FC W/TRE	1,908,426.90	10,786.18	1,919,213.08	
651-	100-1-10-1500	HEPPNER WATER CONTROL FC W/TRE	144.79	111.65)	33,14	
652-	100-1-10-1500	MO CO SCHOOL DIST FC W/TREAS	213/03.722	116,514.61)	,	
653-	100-1-10-1500	MO CO SCHOOL B & I FC W/TREAS	251,487.96	1,547.21	253,035.17	
654-	100-1-10-1500	UMATILLA-MORROW ESD FC W/TREAS	24,261.48		5,399.66	
655-	100-1-10-1500	CHAPLAINCY PROG FC W/TREAS	14.84	0.05	14.89	
		BMCC FC W/TREASURER	26,054.76		5,799.26	
659-	100-1-10-1500	BMCC B & I FC W/TREASURER	7,754.45		1,752.29	
		NORTH MO VECTOR CONT FC W/TREA	9,417.48		2,070.22	
		) IONE LIBRARY DIST FC W/TREAS	85,340.46	441.28	85,781.74	
		OREGON TRAIL LIB FC W/TREAS	9,091.94		2,008.75	
		) STATE & FED WILDLIFE FC W/TREA	6,231.93	0.00	6,231.93	
		STATE FIRE PATROL FC W/TREAS	2,487.38		574.58	
		) TAX APPEALS FC W/TREAS	390,747.68	1,376.31	392,123.99	
		SCHOLARSHIP TRUST FC W/TREAS	11,275.62	39.71	11,315.33	
		ADV COLL 04-05 FC W/TREAS	0.00	0.00	0.00	
		ADV COLL 03-04 FC W/TREAS	9,042.31	31.84	9,074.15	
672-	100-1-10-1500	ADV COLL 05-06 FC W/TREAS	0.00	0.00	0.00	

MORROW COUNTY, OREGON
POOLED CASH REPORT (FUND 999)

AS OF: MARCH 31ST, 2023

FUND	ACCOUNT	ACCOUNT NAME	BEGINNING BALANCE		CURRENT	CURRENT	
673-1	.00-1-10-1500	PREPAID TAX FC W/TREAS	0.00		0.00	0.00	
674-1	100-1-10-1500	SALE OF CO LAND FC W/TREAS	000		0,,00	0.00	
675-1	100-1-10-1500	TREASURER TRUST FC W/TREAS	1,189.03		4.19	1,193.22	
		IONE RFPD RESERVE FC W/TREAS	832,687.04		2,932.01	835,619.05	
		PERSONAL PROPERTY SALES FC W/T	0.00		0.00	0.00	
		COUNTY A & T FC W/TREAS	6,592.53		3,753.26	10,345.79	
		PILOT ROCK RFPD FC W/TREAS	2,116.84		5, 61	2,122.45	
		FINLEY BUTTES CLOSURE FC W/TRE	1,304,038.85		4,593,14	1,308,631.99	
		STATE HOUSING FC W/TREAS  IONE LIBRARY BLDG FC W/TREAS	11,524.50 183,253.75		7,132.91 645.26	18,657.41	
		IONE SCHOOL DIST FC W/TREAS	9,295.78			183,899.01	
		HEPPNER RURAL FIRE DIST BOND	371.45		284.06)		
		CITY OF HEPPNER BND FC W/TREAS	548,62		420.05)	128.57	
		M.C. RET. PLAN TR. FC W/TREAS	0.06	•	0.00	0.06	
		UNSEG TAX INT FC W/TREAS	0.00		0.00	0.00	
698-1	100-1-10-1500	INTEREST EARNED FC W/TREAS	0.00		0,00	0.00	
699-1	100-1-10-1500	UNSEGREGATED TAX FC W/TREAS	1,000.00	-	0.00	1,000.00	
TOTAL	CLAIM ON CA	SH	55,414,826.39	(	1,564,832.15)	53,849,994.24	
			********	19		****	
999 999 999	9-100-1-10-15 9-100-1-10-15 9-100-1-10-15 9-100-1-10-15	01 AP POOLED BEO 02 PAYROLL BEO 03 STATE TREASURY POOL 07 COMMUNITY BANK	28,172.68 52,917,252.98 100.23 0.00	0		25,442.29 52,611,387.98 100.23 0.00	
WAG	GES PAYABLE 9-100-2-60-60	N BANK - POOLED CASH	(500.00)	)	0.00		
SUE	BTOTAL WAGES	PAYABLE	(500.00)		0.00	( 500.00)	
TOTAL	CASH IN BAN	IK - POOLED CASH	55,419,411.03			53,851,845.92	
DUE 1	O OTHER FUND	S - POOLED CASH					
999-1	100-2-40-4002	DUE TO OTHER FUNDS	55,414,406.62	(	1,564,832.15)	53,849,574.47	
TOTAL	DUE TO OTHE	R FUNDS				53,849,574.47	



**TO:** MORROW COUNTY BOARD OF COMMISSIONERS

FROM: KEVIN INCE, FINANCE DIRECTOR & COUNTY ACCOUNTANT

SUBJECT: APRIL 2023 ACCOUNTS PAYABLE COMMISSIONERS REPORT

CC: ROBERTA LUTCHER, SABRINA BAILEY, KELSEY CROCKER, JAYLENE PAPINEAU

The April 2023 Commissioners AP Report that is attached reflects all payments issued by Morrow County from April 1<sup>st</sup> through April 30<sup>th</sup>, 2023.

VENDOR NAME	DESCRIPTION	FUND	DEPARTMENT	INUOMA
4 R EQUIPMENT, LLC	ROCK CRUSHING-165 CLARKS C	ROAD FUND	ROAD DEPARTMENT	206,459.19_
			TOTAL:	206,459.19
A-1 INDUSTRIAL SUPPLY	#1263-1264/2-HYDRAULIC PLU	ROAD FUND	ROAD DEPARTMENT	32.53
	#1263-1264/2-HYD PLG RETUR	ROAD FUND	ROAD DEPARTMENT	32.53-
	#1323/PUSH PLOW HOSES	ROAD FUND	ROAD DEPARTMENT	407.07
	#1263-1264/HYDRAULIC WNG C	ROAD FUND	ROAD DEPARTMENT	106.74
	#1263/1264/HYD WG-CP-PLG R		ROAD DEPARTMENT	53.37-
	#1005/2-BALL VALVES	ROAD FUND	ROAD DEPARTMENT	88.42
	#1003/2 DADE VALVES	NOAD FOND	TOTAL:	548.86
A-PLUS CONNECTORS	SHOP/HRDWR STOCK	ROAD FUND	ROAD DEPARTMENT	1,343.84
A-FIOS CONNECTORS	SHOP/ HRDWR STOCK	ROAD FOND		
			TOTAL:	1,343.84
ADMIRAL BEVERAGE NORTHWEST	ROAD/BOTTLED WATER	ROAD FUND	ROAD DEPARTMENT	1,583.20_
			TOTAL:	1,583.20
ADVANCED BUSINESS INTERVENTION, INC.	SERVICES RENDERED/MAR 2023	ROAD FUND	ROAD DEPARTMENT	295.00
	SERVICES RENDERED/MAR 2023	SPEC TRANSPORTATIO	SPECIAL TRANSPORTATION	210.00
			TOTAL:	505.00
ADVANCED REPORTING LLC	SERVICES RENDERED/5CT	GENERAL FUND	NON-DEPARTMENTAL	108.17
	SERVICES RENDERED/5CT	GENERAL FUND	NON-DEPARTMENTAL	63.17
	SERVICES RENDERED/5CT	GENERAL FUND	NON-DEPARTMENTAL	63.17
	SERVICES RENDERED/5CT	GENERAL FUND	NON-DEPARTMENTAL	63.17
	SERVICES RENDERED/5CT	GENERAL FUND	NON-DEPARTMENTAL	63.17
	SERVICES RERDERED, SCI	GENERAL FOND	TOTAL:	360.85
AFLAC	AFLAC	GENERAL FUND	NON-DEPARTMENTAL	3,817.86
UL TIUC		GENERAL FUND		9.73-
	AFLAC		NON-DEPARTMENTAL	
	AFLAC	GENERAL FUND	NON-DEPARTMENTAL	191.82
	AFLAC	GENERAL FUND	NON-DEPARTMENTAL	7.34
	AFLAC	GENERAL FUND	NON-DEPARTMENTAL	1.11-
	AFLAC	GENERAL FUND	NON-DEPARTMENTAL	3,862.55
	AFLAC	GENERAL FUND	NON-DEPARTMENTAL	7.34-
	AFLAC	GENERAL FUND	NON-DEPARTMENTAL	1.11-
	AFLAC	ROAD FUND	NON-DEPARTMENTAL	1,943.98
	AFLAC	ROAD FUND	NON-DEPARTMENTAL	1,943.98
	AFLAC	911 EMERGENCY FUND	NON-DEPARTMENTAL	170.51
	AFLAC	911 EMERGENCY FUND	NON-DEPARTMENTAL	170.51
	AFLAC	SPEC TRANSPORTATIO	NON-DEPARTMENTAL	159.14
	AFLAC	SPEC TRANSPORTATIO	NON-DEPARTMENTAL	57.34
	AFLAC	PARK FUND	NON-DEPARTMENTAL	322.86
	AFLAC	PARK FUND	NON-DEPARTMENTAL	322.86
	AFLAC	COMMUNITY CORRECTI	NON-DEPARTMENTAL	165.88
	AFLAC	COMMUNITY CORRECTI	NON-DEPARTMENTAL	165.88_
			TOTAL:	13,283.22
AMAZON CAPITAL SERVICES	CLERK/OFFICE FURNITURE	GENERAL FUND	COUNTY CLERK	2,544.00
	HEALTH/OFFICE-EQUIP-SM TOO		HEALTH DEPARTMENT	118.46
	HEALTH/OFFICE-EQUIP-SM TOO		HEALTH DEPARTMENT	266.94
	HEALTH/OFFICE-EQUIP-SM TOO		HEALTH DEPARTMENT	259.98
	HEALTH/OFFICE-EQUIP-SM TOO		HEALTH DEPARTMENT	1,223.52
	PLANNING/OFFICE-VEHICLE SU		PLANNING DEPARTMENT	206.51
	DI AMITMO / OFFICE *******	CHAIRD AT DITTE		
	PLANNING/OFFICE-VEHICLE SU PLANNING/WIPER BLADE RETUR		PLANNING DEPARTMENT PLANNING DEPARTMENT	60.29 18.31-

VENDOR NAME	DESCRIPTION	FUND	DEPARTMENT	I'NUOMA
	EMERG MANGT/OFFICE SUPPLY	GENERAL FUND	EMERGENCY MANAGEMENT	656.83
	PW-ROAD-PARKS/SHOP,OFFICE,	GENERAL FUND	PUBLIC WORKS ADMIN	137.30
	FINANCE/COMPUTER HARDWARE	GENERAL FUND	COMPUTER	319.98
	PW-ROAD-PARKS/SHOP,OFFICE,	GENERAL FUND	WEED DEPT.	24.29
	PW-ROAD-PARKS/SHOP,OFFICE,	ROAD FUND	ROAD DEPARTMENT	81.99
	DISPATCH/OFFICE SUPPLY	911 EMERGENCY FUND	SHERIFF'S DEPARTMENT	380.43
	MCPT/OFFICE-VEH SUPPLY	SPEC TRANSPORTATIO	SPECIAL TRANSPORTATION	213.83
	MCPT/OFFICE-VEH SUPPLY	SPEC TRANSPORTATIO	SPECIAL TRANSPORTATION	32.73
	MCPT/OFFICE-VEH SUPPLY	SPEC TRANSPORTATIO	SPECIAL TRANSPORTATION	16.12
	PW-ROAD-PARKS/SHOP,OFFICE,	PARK FUND	ATV PARK	59.96
	PW-ROAD-PARKS/SHOP,OFFICE,	PARK FUND	ATV PARK	359.98
	PW-ROAD-PARKS/SHOP,OFFICE,	PARK FUND	ATV PARK	1,012.97
	PW-ROAD-PARKS/SHOP,OFFICE,	PARK FUND	ATV PARK	47.02_
			TOTAL:	8,004.82
AMERICAN AUTO BODY LLC	#162/DASH REPLACEMENT	ROAD FUND	ROAD DEPARTMENT	1,442.50
	#1150/BRAKES, WINDSHIELD, RO	ROAD FUND	ROAD DEPARTMENT	951.22_
			TOTAL:	2,393.72
AMERICAN UNITED LIFE INSURANCE CO	ADMIN FEE-DC RETIRE/MAR 20	GENERAL FUND	NON-DEPARTMENTAL	750.00
			TOTAL:	750.00
AOCIT	AOCIT	GENERAL FUND	NON-DEDADEMENTAT	07 026 15
AOCIT	AOCIT		NON-DEPARTMENTAL	97,826.15 0.27
	AOCIT	GENERAL FUND	NON-DEPARTMENTAL	
	AOCIT	GENERAL FUND	NON-DEPARTMENTAL	2,366.60 5,276.23
	AOCIT	GENERAL FUND	NON-DEPARTMENTAL	138.46
	AOCIT	GENERAL FUND GENERAL FUND	NON-DEPARTMENTAL NON-DEPARTMENTAL	96,897.59
	AOCIT	GENERAL FUND	NON-DEPARTMENTAL	0.29
	AOCIT	GENERAL FUND	NON-DEPARTMENTAL	2,505.06
	AOCIT	GENERAL FUND	NON-DEPARTMENTAL	5,241.36
	AOCIT	ROAD FUND	NON-DEPARTMENTAL	33,039.87
	AOCIT	ROAD FUND	NON-DEPARTMENTAL	1,805.34
	AOCIT	ROAD FUND	NON-DEPARTMENTAL	35,406.47
	AOCIT	ROAD FUND	NON-DEPARTMENTAL	1,943.80
	AOCIT	911 EMERGENCY FUND		1,904.02
	AOCIT	911 EMERGENCY FUND		100.54
	AOCIT	911 EMERGENCY FUND		1,904.02
	AOCIT	911 EMERGENCY FUND		100.54
	AOCIT	SPEC TRANSPORTATIO		2,364.26
	AOCIT	SPEC TRANSPORTATIO		116.84
	AOCIT	SPEC TRANSPORTATIO		709.02
	AOCIT	SPEC TRANSPORTATIO		25.32
	AOCIT	VICTIM/WITNESS ASS		2,366.60
	AOCIT	VICTIM/WITNESS ASS		138.46
	AOCIT	VICTIM/WITNESS ASS		2,366.60
	AOCIT	VICTIM/WITNESS ASS	NON-DEPARTMENTAL	138.46
	AOCIT	PARK FUND	NON-DEPARTMENTAL	4,222.30
	AOCIT	PARK FUND	NON-DEPARTMENTAL	202.78
	AOCIT	PARK FUND	NON-DEPARTMENTAL	4,222.30
	AOCIT	PARK FUND	NON-DEPARTMENTAL	202.78
	AOCIT	5310 - FTA GRANT F		827.62
	AOCIT	5310 - FTA GRANT F		45.76
	AOCIT	5310 - FTA GRANT F		827.62
	AOCIT	5310 - FTA GRANT F		45.76
	AOCIT	COMMUNITY CORRECTI		1,756.16

VENDOR NAME	DESCRIPTION	FUND	DEPARTMENT	I'NUOMA
	AOCIT	COMMUNITY CORRECTI	NON-DEPARTMENTAL	80.62
	AOCIT	COMMUNITY CORRECTI	NON-DEPARTMENTAL	1,756.16
	AOCIT	COMMUNITY CORRECTI	NON-DEPARTMENTAL	80.62
			TOTAL:	308,952.65
ARAMARK UNIFORM SERVICES, INC	LAUNDRY SERVICE 3/07/23	ROAD FUND	ROAD DEPARTMENT	283.23
	LAUNDRY SERVICE 3/14/23	ROAD FUND	ROAD DEPARTMENT	283.23
	LAUNDRY SERVICE 3/21/23	ROAD FUND	ROAD DEPARTMENT	283.48
	LAUNDRY SERVICE 3/28/23	ROAD FUND	ROAD DEPARTMENT	283.48
			TOTAL:	1,133.42
ASHBECK, ANDREW	TRUCKING SERVICE/MAR 2023	ROAD FUND	ROAD DEPARTMENT	14,345.44
	TRUCKING SERVICE/MAR 2023		ROAD DEPARTMENT	16,012.84
	TRUCKING SERVICE/APRIL 202			
			ROAD DEPARTMENT	11,990.83
	TRUCKING SERVICE/APR 2023	ROAD FUND	ROAD DEPARTMENT	9,339.88 51,688.99
BAILEY HEAVY EQUIPMENT REPAIR INC	#270/TUBING	ROAD FUND	ROAD DEPARTMENT	101.14
			TOTAL:	101.14
BANK OF EASTERN OREGON	BANK OF EASTERN OREGON	GENERAL FUND	SHERIFF'S DEPARTMENT	50.00_
			TOTAL:	50.00
BATES, DALE	CHALLENGE OF CAMPS/SOUND S	FAIR	SPECIAL EVENT	500.00
			TOTAL:	500.00
BEARDSLEY, TAMARA	MEAL REIMBURSE/FEB 2023	GENERAL FUND	SHERIFF'S DEPARTMENT	27.27
,			TOTAL:	27.27
BMCC EDUCATION DIST	BMCC EDUCATION DIST	DITTE ME EDITO DICED	BLUE MT EDUC DISTRICT	5,799.26
SMCC EDUCATION DIST				•
	BMCC EDUCATION DIST	BULE MT B & I	BLUE MT B & I	1,752.29 7,551.55
BOARDMAN CEMETERY DIST.	BOARDMAN CEMETERY DIST.	BOARDMAN CEMETERY	BOARDMAN CEMETERY	165.56_
			TOTAL:	165.56
BOARDMAN FIRE & RESCUE DISTRICT	BOARDMAN FIRE & RESCUE DIS	BOARDMAN RFPD	BOARDMAN RFPD	5,362.65
	BOARDMAN FIRE & RESCUE DIS	BOARDMAN RFPD	BOARDMAN RFPD	1,082.79
			TOTAL:	6,445.44
BOARDMAN FOOD PANTRY	MONTHLY ALLOCATION/APRIL 2	GENERAL FUND	NON-DEPARTMENTAL	2,777.00
	·		TOTAL:	2,777.00
BOARDMAN PARK & REC DIST	BOARDMAN PARK & REC DIST	BOARDMAN PARK	BOARDMAN PARK	1,745.19
SOARDMAN FARR & REC DISI				•
	BOARDMAN PARK & REC DIST	BUARDMAN PARK B &	BOARDMAN PARK B & I	2,313.79 4,058.98
BOBCAT OF PASCO	#1568/HYDRAULIC ASSEMBLY	ROAD FUND	ROAD DEPARTMENT	782.79 782.79
BREILING & VAN KIRK, ATTORNEY AT LAW,	SERVICES RENDERED/MAR 2023	GENERAL FUND	JUSTICE COURT	3,200.00_
			TOTAL:	3,200.00
BUREAU OF LABOR & INDUSTRIES	SHER OFF ROOF PROJ/BOLI FE	GENERAL FUND	PUBLIC WORKS-GEN MAINT	195.00
	HOMESTEAD PAVE PROJ/BOLI F	ROAD FUND	ROAD DEPARTMENT	458.42

VENDOR NAME	DESCRIPTION	FUND	DEPARTMENT	INUOMA
BURGESS & NIPLE	ROAD/BIP PLANNING GRANT WO	ROAD FUND	ROAD DEPARTMENT	509.17
			TOTAL:	509.17
CANADAY, BILL	CLOTHING REIMBURSE/APR 202	ROAD FUND	ROAD DEPARTMENT	72.99
			TOTAL:	72.99
CANON FINANCIAL SERVICES, INC.	COPIER USE 10CT/APR 2023	GENERAL FUND	DISTRICT ATTORNEY	136.47
	COPIER USE 10CT/APR 2023	GENERAL FUND	SHERIFF'S DEPARTMENT	36.11
	COPIER USE 10CT/APR 2023	GENERAL FUND	SHERIFF'S DEPARTMENT	132.82
	COPIER USE 10CT/APR 2023	GENERAL FUND	SHERIFF'S DEPARTMENT	142.52
	COPIER USE 10CT/APR 2023	GENERAL FUND	SHERIFF'S DEPARTMENT	3.70
	COPIER USE 10CT/APR 2023	GENERAL FUND	PUBLIC WORKS ADMIN	105.64
	COPIER LEASE 11CT/APR 2023	GENERAL FUND	NON-DEPARTMENTAL	122.95
	COPIER LEASE 11CT/APR 2023	GENERAL FUND	NON-DEPARTMENTAL	122.95
	COPIER LEASE 11CT/APR 2023	GENERAL FUND	NON-DEPARTMENTAL	110.05
	COPIER LEASE 11CT/APR 2023	GENERAL FUND	NON-DEPARTMENTAL	118.31
	COPIER LEASE 11CT/APR 2023	GENERAL FUND	NON-DEPARTMENTAL	118.31
	COPIER LEASE 11CT/APR 2023	GENERAL FUND	NON-DEPARTMENTAL	113.65
	COPIER LEASE 11CT/APR 2023	GENERAL FUND	NON-DEPARTMENTAL	127.70
	COPIER LEASE 11CT/APR 2023	GENERAL FUND	NON-DEPARTMENTAL	178.89
	COPIER LEASE 11CT/APR 2023	GENERAL FUND	NON-DEPARTMENTAL	150.11
	COPIER LEASE 11CT/APR 2023	GENERAL FUND	NON-DEPARTMENTAL	214.00
	COPIER LEASE 11CT/APR 2023	GENERAL FUND	NON-DEPARTMENTAL	139.00
	COPIER USE 10CT/APR 2023	GENERAL FUND	NON-DEPARTMENTAL	40.21
	COPIER USE 10CT/APR 2023	GENERAL FUND	NON-DEPARTMENTAL	51.91
	COPIER USE 10CT/APR 2023	GENERAL FUND	NON-DEPARTMENTAL	262.85
	COPIER USE 10CT/APR 2023	GENERAL FUND	NON-DEPARTMENTAL	151.59
	COPIER USE 10CT/APR 2023	GENERAL FUND	NON-DEPARTMENTAL	35.89
	COPIER USE 10CT/APR 2023	GENERAL FUND	NON-DEPARTMENTAL  TOTAL:	37.12 2,652.75
				_,,,,,,,,,
CANON SOLUTIONS AMERICA, INC.	TREASURER COPIER USE/MAR 2	GENERAL FUND	TREASURER	24.08
	SUPPORT COPIER USE/MAR 202	GENERAL FUND	DISTRICT ATTORNEY	35.20
			TOTAL:	59.28
CASIDAY BATTERY CO	SHOP/7-BATTERY RESTOCK	ROAD FUND	ROAD DEPARTMENT	999.65
			TOTAL:	999.65
CENTURY WEST ENGINEERING CORPORATION	LEX AIRPORT/TAXIWAY D DESI	AIRPORT FUND	AIRPORT	1,104.12
	LEX AIRPORT/TAXIWAY D DESI	AIRPORT FUND	AIRPORT	11,000.00
			TOTAL:	12,104.12
CENTURYLINK	VETERANS SERVICE/APR 2023	GENERAL FUND	VETERANS	246.10
	MC HEALTH/JAN 2023	GENERAL FUND	HEALTH DEPARTMENT	94.47
	MC HEALTH/FEB 2023	GENERAL FUND	HEALTH DEPARTMENT	94.47
	MC HEALTH/MAR 2023	GENERAL FUND	HEALTH DEPARTMENT	96.55
	MC HEALTH/APR 2023	GENERAL FUND	HEALTH DEPARTMENT	95.67
	MC PUBLIC WORKS/MAR 2023	GENERAL FUND	PUBLIC WORKS-GEN MAINT	40.43
	MC PUBLIC WORKS/MAR 2023	GENERAL FUND	SOLID WASTE TRNS STATI	57.93
	MC PUBLIC WORKS/MAR 2023	GENERAL FUND	WEED DEPT.	39.53
	MORROW COUNTY/MAR 2023	GENERAL FUND	NON-DEPARTMENTAL	193.76
	MORROW COUNTY/MAR 2023	GENERAL FUND	NON-DEPARTMENTAL	413.16
	MORROW COUNTY/MAR 2023	GENERAL FUND	NON-DEPARTMENTAL	56.94
	MC SHERIFF OFFICE/MAR 2023	GENERAL FUND	NON-DEPARTMENTAL	28.78
	MC SHERIFF OFFICE/MAR 2023	GENERAL FUND	NON-DEPARTMENTAL	61.06
		GENERAL FUND	NON-DEPARTMENTAL	1,607.59

ZENDOR NAME	DESCRIPTION	FUND	DEPARTMENT	INUOMA
	MORROW COUNTY/APR 2023	GENERAL FUND	NON-DEPARTMENTAL	508.94
	COUNTY OF MORROW/APR 2023	GENERAL FUND	NON-DEPARTMENTAL	93.34
	P&P-INTERNET/APR 2023	GENERAL FUND	NON-DEPARTMENTAL	109.99
	MC PUBLIC WORKS/MAR 2023	ROAD FUND	ROAD DEPARTMENT	294.73
	LEXINGTON AWOS/MAR 2023	AIRPORT FUND	AIRPORT	142.80
	MC PUBLIC WORKS/MAR 2023	AIRPORT FUND	AIRPORT	59.18
	MC FAIR/MAR 2023	FAIR	NON-DEPARTMENTAL	152.71
	MC PUBLIC WORKS/MAR 2023	PARK FUND	CUTSFORTH PARK	118.17
	MC PUBLIC WORKS/MAR 2023	PARK FUND	ANSON WRIGHT PARK	30.03
	ANSON WRIGHT PARK/MAR 2023	PARK FUND	ANSON WRIGHT PARK	63.99
	MC PUBLIC WORKS/MAR 2023	PARK FUND	ATV PARK	30.03
			TOTAL:	4,730.35
ENTURYLINK COMMUNICATIONS LLC	MORROW CO/MAR 2023	GENERAL FUND	NON-DEPARTMENTAL	448.80
			TOTAL:	448.80
ENVEO	ELECTION ENVELOPES/MAY ELE	GENERAL FUND	COUNTY CLERK	774.84
			TOTAL:	774.84
CIS TRUST	LIABILITY DEDUCTIBLE 2021-	GENERAL FUND	NON-DEPARTMENTAL	11,457.75
			TOTAL:	11,457.75
CITY OF BOARDMAN	CITY OF BOARDMAN	BOARDMAN URBAN REN	BOARDMAN URBAN RENEW	385.27
	CITY OF BOARDMAN	WEST BOARDMAN URA	WEST BOARDMAN URA	218.50
	CITY OF BOARDMAN	CITY OG BOARDMAN B	CITY OF BOARDMAN B & I	1,032.15
	CITY OF BOARDMAN	CITY OF BOARDMAN	CITY OF BOARDMAN	6,535.29
			TOTAL:	8,171.21
CITY OF HEPPNER	CITY OF HEPPNER	CITY OF HEPPNER	CITY OF HEPPNER	1,433.66
	CITY OF HEPPNER	CITY OF HEPPNER FI	CITY OF HEPPNER FIRE B	128.57
			TOTAL:	1,562.23
TITY OF HEPPNER WATER DEPARTMENT	BART IRRIGATION #2/MAR 202	GENERAL FUND	PUBLIC WORKS-GEN MAINT	29.10
	BART IRRIGATION/MAR 2023	GENERAL FUND	PUBLIC WORKS-GEN MAINT	29.10
	EMERG MANAGE BLDG/MAR 2023	GENERAL FUND	PUBLIC WORKS-GEN MAINT	128.22
	EMERG MANAGE IRRIGATE/MAR	GENERAL FUND	PUBLIC WORKS-GEN MAINT	29.10
	SHERIFF STATION #2/MAR 202	GENERAL FUND	PUBLIC WORKS-GEN MAINT	74.07
	COURTHOUSE/MAR 2023	GENERAL FUND	PUBLIC WORKS-GEN MAINT	127.56
	AG MUSEUM/MAR 2023	GENERAL FUND	PUBLIC WORKS-GEN MAINT	74.07
	BART BLDG/MAR 2023	GENERAL FUND	PUBLIC WORKS-GEN MAINT	74.07
	LIBRARY-MUSEUM/MAR 2023	GENERAL FUND	PUBLIC WORKS-GEN MAINT	74.07
	FAIRGROUNDS/MAR 2023	FAIR	NON-DEPARTMENTAL	214.82
	MCPT-HEP BUS BARN/MAR 2023	SPEC TRANSPORTATIO	SPECIAL TRANSPORTATION	29.10
			TOTAL:	883.28
CITY OF HERMISTON	IT SERVICES/APR 2023	GENERAL FUND	COMPUTER	20,800.00
			TOTAL:	20,800.00
CITY OF IONE	CITY OF IONE	CITY OF IONE	CITY OF IONE	200.06
			TOTAL:	200.06
CITY OF IRRIGON	W-S/IRR P&P EOC/MAR 2023	GENERAL FUND	PUBLIC WORKS-GEN MAINT	228.46
	W-S-G/IRR MCGC/MAR 2023	GENERAL FUND	PUBLIC WORKS-GEN MAINT	104.01
	W-S-G/IRR MCGC/MAR 2023	GENERAL FUND	PUBLIC WORKS-GEN MAINT	228.46
	120 SE 13TH/FCLSD PROP-WTR	GENERAL FUND	NON-DEPARTMENTAL	33.10

VENDOR NAME	DESCRIPTION	FUND	DEPARTMENT	AMOUNT
	CITY OF IRRIGON	CITY OF IRRIGON	CITY OF IRRIGON	637.36
			TOTAL:	1,765.89
CMS	CMS	GENERAL FUND	SOLID WASTE TRNS STATI	1.00
			TOTAL:	1.00
COLUMBIA BASIN ELECTRIC	PUBLIC WORKS/MAR 2023	GENERAL FUND	PUBLIC WORKS-GEN MAINT	823.78
	PUBLIC WORKS/MAR 2023	GENERAL FUND	PUBLIC WORKS-GEN MAINT	382.87
	PUBLIC WORKS/MAR 2023	GENERAL FUND	PUBLIC WORKS-GEN MAINT	138.49
	PUBLIC WORKS/MAR 2023	GENERAL FUND	PUBLIC WORKS-GEN MAINT	790.55
	PUBLIC WORKS/MAR 2023	GENERAL FUND	PUBLIC WORKS-GEN MAINT	246.92
	PUBLIC WORKS/MAR 2023	GENERAL FUND	PUBLIC WORKS-GEN MAINT	208.90
	PUBLIC WORKS/MAR 2023	GENERAL FUND	SOLID WASTE TRNS STATI	49.01
	PUBLIC WORKS/MAR 2023	ROAD FUND	ROAD DEPARTMENT	1,947.71
	PUBLIC WORKS/MAR 2023	AIRPORT FUND	AIRPORT	458.83
	FAIRGROUNDS/MAR 2023	FAIR	NON-DEPARTMENTAL	670.82
	MCPT-HEP BUS SHED/MAR 2023 PUBLIC WORKS/MAR 2023	PARK FUND	CUTSFORTH PARK	64.97 249.53
	PUBLIC WORKS/MAR 2023	PARK FUND	ANSON WRIGHT PARK	198.68
	PUBLIC WORKS/MAR 2023	PARK FUND	ATV PARK	1,144.52
	PUBLIC WORKS/MAR 2023	PARK FUND	FAIRGROUNDS PARK	71.12
	102210 1101210,1221 2020		TOTAL:	7,446.70
COLUMBIA RIVER MACHINERY	GM/STUMP GRINDER RENTAL	GENERAL FUND	PUBLIC WORKS-GEN MAINT	975.00
	GM/STUMP GRINDER RENTAL	GENERAL FUND	PUBLIC WORKS-GEN MAINT	223.50
	GM/BOOM 45 GENE RENTAL	GENERAL FUND	PUBLIC WORKS-GEN MAINT	1,000.00
	GM/BOOM 45 GENE RENTAL	GENERAL FUND	PUBLIC WORKS-GEN MAINT	632.00_
			TOTAL:	2,830.50
COMMUNITY BANK	L#8130/FINAL PAYMENT-BART	CAPITAL IMPROVEMEN	NON-DEPARTMENTAL	173,742.75
	L#8130/FINAL PAYMENT-BART	CAPITAL IMPROVEMEN	NON-DEPARTMENTAL	1,079.72
			TOTAL:	174,822.47
COMMUNITY COUNSELING SOLUTIONS	MH TAX APPORTION/FEB 2023	GENERAL FUND	NON-DEPARTMENTAL	803.04
			TOTAL:	803.04
COX, ROBERT T.	JANITORIAL SERVICE/MAR 202	GENERAL FUND	PUBLIC WORKS-GEN MAINT	663.00
	JANITORIAL SERVICE/MAR 202	GENERAL FUND	PUBLIC WORKS-GEN MAINT	2,535.00
	JANITORIAL SERVICE/MAR 202	GENERAL FUND	PUBLIC WORKS-GEN MAINT	1,641.00
	JANITORIAL SERVICE/MAR 202		PUBLIC WORKS-GEN MAINT	2,752.00
	JANITORIAL SERVICE/MAR 202		PUBLIC WORKS-GEN MAINT	110.50
	JANITORIAL SERVICE/MAR 202		PUBLIC WORKS-GEN MAINT	1,048.43
	JANITORIAL SERVICE/MAR 202	GENERAL FUND	PUBLIC WORKS-GEN MAINT TOTAL:	552.50 9,302.43
	ATTIVICE CUADOR /TED 0003			7 70
CROWN PAPER & JANITORIAL SUPPLY INC.	SERVICE CHARGE/FEB 2023	GENERAL FUND	NON-DEPARTMENTAL	7.70
	SERVICE CHARGE/MAR 2023	GENERAL FUND	NON-DEPARTMENTAL	7.70
	OFFICE COPY PAPER/10CS	GENERAL FUND	NON-DEPARTMENTAL	599.00 614.40
			1-TD-007	== 00
CUTSFORTH, JEFF	AWOS LAND LEASE 2022-23	AIRPORT FUND	AIRPORT	75.00_ 75.00
			TOTAL:	75.00
DAILY JOURNAL OF COMMERCE INC.	RFP/PUBLIC NOTICE	GENERAL FUND	ADMINISTRATIVE SERVICE	116.16
DAILY JOURNAL OF COMMERCE INC.	RFP/PUBLIC NOTICE TAXIWAY D CONSTRUCT/BID NO		ADMINISTRATIVE SERVICE	116.16 473.55

VENDOR NAME	DESCRIPTION	FUND	DEPARTMENT	INUOMA
			TOTAL:	1,063.26
OCBS - BUILDING CODES DIVISION	DCBS - BUILDING CODES DIVI	GENERAL FUND	ASSESSOR/TAX COLLECTOR	55.00
			TOTAL:	55.00
ELL MARKETING L.P.	OFFICE 365 GCC/APR 2023	GENERAL FUND	BOARD OF COMMISSIONERS	33.44
	OFFICE 365 GCC/APR 2023	GENERAL FUND	ADMINISTRATIVE SERVICE	36.21
	OFFICE 365 GCC/APR 2023	GENERAL FUND	ASSESSOR/TAX COLLECTOR	16.72
	OFFICE 365 GCC/APR 2023	GENERAL FUND	TREASURER	8.36
	OFFICE 365 GCC/APR 2023	GENERAL FUND	COUNTY CLERK	8.36
	OFFICE 365 GCC/APR 2023	GENERAL FUND	DISTRICT ATTORNEY	41.80
	OFFICE 365 GCC/APR 2023	GENERAL FUND	JUVENILE DEPARTMENT	16.72
	OFFICE 365 GCC/APR 2023	GENERAL FUND	SHERIFF'S DEPARTMENT	83.60
	OFFICE 365 GCC/APR 2023	GENERAL FUND	HEALTH DEPARTMENT	16.72
	OFFICE 365 GCC/APR 2023	GENERAL FUND	PLANNING DEPARTMENT	41.80
	OFFICE 365 GCC/APR 2023	GENERAL FUND	EMERGENCY MANAGEMENT	8.36
	OFFICE 365 GCC/APR 2023	GENERAL FUND	PUBLIC WORKS-GEN MAINT	25.08
	OFFICE 365 GCC/APR 2023	ROAD FUND	ROAD DEPARTMENT	25.08
	OFFICE 365 GCC/APR 2023	FAIR	NON-DEPARTMENTAL	8.36
	OFFICE 365 GCC/APR 2023	SPEC TRANSPORTATIO	SPECIAL TRANSPORTATION	19.49
	OFFICE 365 GCC/APR 2023	PARK FUND	ATV PARK	33.44
			TOTAL:	423.54
DESERT SPRINGS BOTTLED WATER	GENERAL MAINT/COOLER RENT	GENERAL FUND	PUBLIC WORKS-GEN MAINT	9.95
	MCGC/WATER SERVICE	GENERAL FUND	NON-DEPARTMENTAL	26.50
	MCGC/WATER DELIVERY	GENERAL FUND	NON-DEPARTMENTAL	11.95
	MCG/WATER DELIVERY	GENERAL FUND	NON-DEPARTMENTAL	11.95
	MCGC/WATER DELIVERY	GENERAL FUND	NON-DEPARTMENTAL	11.95
	COURTHOUSE/WATER DELIVERY	GENERAL FUND	NON-DEPARTMENTAL	73.60
	COURTHOUSE/COOLER RENT	GENERAL FUND	NON-DEPARTMENTAL	11.95
	MCGC/COOLER RENT	GENERAL FUND	NON-DEPARTMENTAL	11.95
	ROAD/WATER SERVICE	ROAD FUND	ROAD DEPARTMENT	18.65
			TOTAL:	188.45
DEVIN OIL CO INC	ASSESSOR FUEL/MAR 15 2023	GENERAL FUND	ASSESSOR/TAX COLLECTOR	29.38
	ASSESSOR FUEL/MAR 31 2023	GENERAL FUND	ASSESSOR/TAX COLLECTOR	82.42
	DA OFF-VICWIT FUEL/MAR 31	GENERAL FUND	DISTRICT ATTORNEY	145.86
	JUVENILE FUEL/MAR 31 2023	GENERAL FUND	JUVENILE DEPARTMENT	40.75
	JUVENILE FUEL/MAR 31 2023	GENERAL FUND	JUVENILE DEPARTMENT	160.23
	SHER OFF FUEL/MAR 31 2023	GENERAL FUND	SHERIFF'S DEPARTMENT	2,885.02
	SHER OFF FUEL/APR 15 2023	GENERAL FUND	SHERIFF'S DEPARTMENT	2,497.76
	HEALTH FUEL/MAR 31 2023	GENERAL FUND	HEALTH DEPARTMENT	41.50
	ROAD DIESEL-GAS/MAR 16 202	ROAD FUND	ROAD DEPARTMENT	15,500.74
	ROAD DIESEL-GAS/MAR 16 202	ROAD FUND	ROAD DEPARTMENT	4,557.60
	ROAD DIESEL/MAR 30 2023	ROAD FUND	ROAD DEPARTMENT	8,242.25
	SHER OFF FUEL/MAR 31 2023	911 EMERGENCY FUND	SHERIFF'S DEPARTMENT	277.38
	SHER OFF FUEL/APR 15 2023	911 EMERGENCY FUND	SHERIFF'S DEPARTMENT	306.23
	MCPT FUEL/MAR 15 2023	SPEC TRANSPORTATIO	SPECIAL TRANSPORTATION	11.40
	DA OFF-VICWIT FUEL/MAR 31	CAMI GRANT	DISTRICT ATTORNEY	28.90
	SHER OFF FUEL/MAR 31 2023	COMMUNITY CORRECTI	COMMUNITY CORRECTIONS	295.14
	SHER OFF FUEL/APR 15 2023	COMMUNITY CORRECTI	COMMUNITY CORRECTIONS	308.04
			TOTAL:	35,410.60
DEVIN OIL CO. INC.	SHER OFF FUEL/MAR 31 2023	GENERAL FUND	SHERIFF'S DEPARTMENT	2,446.36
	SHER OFF FUEL/MAR 31 2023	COMMUNITY CORRECTI	COMMUNITY CORRECTIONS	308.35
			TOTAL:	2,754.71

DESCRIPTION FUND DEPARTMENT AMOUNT VENDOR NAME DEVRIES INFORMATION MANAGEMENT, INC SHRED SERVICE/HEALTH-BRDMN GENERAL FUND HEALTH DEPARTMENT 50.50 TOTAL: 50.50 DHS-ACCOUNTS RECEIVABLE UNIT DHS VACCINE/OCT-DEC 2022/C GENERAL FUND HEALTH DEPARTMENT 2,132.96 3,105.80 DHS VACCINE/OCT-DEC 2022/I GENERAL FUND HEALTH DEPARTMENT TOTAL: 5,238.76 JUSTICE COURT DIEHL, GLEN MILEAGE REIMBURSE/MAR 2023 GENERAL FUND 215.92 215.92 TOTAL: DIESEL LAPTOPS LLC COJALI-SOFTWARE RENEWAL ROAD FUND ROAD DEPARTMENT 2,495.00 TOTAL: 2,495.00 DISPATCH NEWS SERVICE/APR 911 EMERGENCY FUND SHERIFF'S DEPARTMENT DISH TOTAL: 119.08 TRAIL PROJECT CONSULT/MAR HERITAGE TRAIL FUN PLANNING DEPARTMENT DUCOTE CONSULTING, LLC 932.50 TOTAL: 932.50 DUNLAP, JUSTIN GRAND JURY FEE/APRIL 2023 GENERAL FUND DISTRICT ATTORNEY 21.00 21.00 TOTAL: ASSESSOR/TAX COLLECTOR ASSESSOR/OFFICE SUPPLY GENERAL FUND EAGLE OFFICE CONCEPTS 144.56 TOTAL: 144.56 EAST OREGONIAN CIRCULATION PLANNING/PUBLIC NOTICE GENERAL FUND PLANNING DEPARTMENT 294.00 PLANNING/PUBLIC NOTICE GENERAL FUND PLANNING DEPARTMENT 241.50 OHV/WEE BIT O'RELAND AD PARK FUND ATV PARK 180.00 TOTAL: 715.50 EMPIRE RUBBER & SUPPLY INC. #1508/PAVER HOPPER ROAD FUND ROAD DEPARTMENT 400.91 400.91 TOTAL: ROAD DEPARTMENT EARTHBIND NTBC-41/15.01 TO ROAD FUND ENVIROAD LLC 14,732.32 TOTAL: 14,732.32 FINCH, JULIA VICWIT/REIMBURSE MEAL VICTIM/WITNESS ASS DISTRICT ATTORNEY 34.47 34.47 TOTAL: FINLEY BUTTES LANDFILL CO TRANS STN FEES/MAR 31 2023 GENERAL FUND SOLID WASTE TRNS STATI 247.80 TRANS STN FEES/APR 15 2023 GENERAL FUND SOLID WASTE TRNS STATI 219.70 TOTAL: JAN-MAR 2023 LCAC-CBIR SER GENERAL FUND HEALTH DEPARTMENT FLETCHER, ANDREA LEIGH 3,990.00 JAN-MAR 2023 LCAC-CBIR SER GENERAL FUND HEALTH DEPARTMENT 2,857.50 JAN-MAR 2023 CHIP MILE/SUP GENERAL FUND HEALTH DEPARTMENT 142.06 TOTAL: 6,989.56 REFUND/IRR JUSTICE CRT JUSTICE COURT BAIL NON-DEPARTMENTAL FLORES ARGUELLES. JUAN 100.00 TOTAL: 100.00 292,578.00 FORTIS CONSTRUCTION INC NOV 2022 PROGRESS PYM N-EN CAPITAL IMPROVEMEN NON-DEPARTMENTAL 292,578.00 TOTAL: SPRAY SERVICES/ROCK PITS ROAD FUND GAR AVIATION INC. ROAD DEPARTMENT 1,760.00 TOTAL: 1,760.00

DEPARTMENT VENDOR NAME DESCRIPTION FUND INUOMA GHA TECHNOLOGIES INC IT/CISCO SWITCH GENERAL FUND COMPUTER 1,997.00 IT/CISCO SWITCH GENERAL FUND COMPUTER 3,454.00 IT/CISCO LICENSE PORTS GENERAL FUND COMPUTER 479.00 IT/CISCO LICENSE PORTS GENERAL FUND COMPUTER 879.00 TOTAL: 6,809.00 GORMAN, MIKE MEAL REIMBURSE/APR 2023 GENERAL FUND ASSESSOR/TAX COLLECTOR TOTAL: 20.00 GRAY, H PAUL MILEAGE REIMBURSE/MAR 2023 GENERAL FUND EMERGENCY MANAGEMENT 122.49 TOTAL: 122.49 HAYS, BELLE HAYS, BELLE UNSEGREGATED TAXES UNSEGREGATED TAXES 12.45 TOTAL: 12.45 HEPPNER AUTO PARTS SHER OFF/OIL SERVICE GENERAL FUND SHERIFF'S DEPARTMENT 81.90 2015 EQUINOX/OIL SERVICE GENERAL FUND HEALTH DEPARTMENT 55.95 GM/CAR BATTERY CHARGER GENERAL FUND PUBLIC WORKS-GEN MAINT 36.99 GM/SPARK PLUG OTT GENERAL FUND PUBLIC WORKS-GEN MAINT 12.90 GM/OIL GENERAL FUND PUBLIC WORKS-GEN MAINT 18.90 317.00 ROAD/2-BATTERIES ROAD FUND ROAD DEPARTMENT ROAD/SPECIAL SOCKET ROAD FUND ROAD DEPARTMENT 19.99 #1200/2-BATTERY ROAD FUND ROAD DEPARTMENT 779.90 ROAD/CURVED WRENCHES ROAD FUND ROAD DEPARTMENT 166.99 ROAD/PARTS, SHOP SUPPLIES ROAD FUND ROAD DEPARTMENT 161.99 ROAD/PARTS, SHOP SUPPLIES ROAD FUND ROAD DEPARTMENT 248.46 ROAD/PARTS, SHOP SUPPLIES ROAD FUND ROAD DEPARTMENT 249.60 ROAD/FILTERS ROAD DEPARTMENT 1,688.03 ROAD FUND #1124/TAIL GATE HANDLE ROAD FUND ROAD DEPARTMENT 91.90 #1124/TATI, GATE HANDLE RET ROAD FUND ROAD DEPARTMENT 91.90-TOTAL: 3,838.60 HEPPNER CEMETERY DIST. HEPPNER CEMETERY DIST. HEPPNER CEMETERY HEPPNER CEMETERY 166.57 TOTAL: 166.57 HEPPNER RURAL FIRE PD HEPPNER RURAL FIRE PD HEPPNER RFPD HEPPNER REPD 211.74 HEPPNER RURAL FIRE PD HEPPNER RFD BOND HEPPNER RFD BOND 87.39 TOTAL: 299.13 HEPPNER WATER CONTROL DIS HEPPNER WATER CONTROL DIS HEPPNER WATER CONT HEPPNER WATER CONTROL 33.14 TOTAL: 33.14 HERMISTON AUTO PARTS SHER OFF/BYPASS GENERAL FUND SHERIFF'S DEPARTMENT 9.69 SHER OFF/OIL-ANTIFREEZE GENERAL FUND SHERIFF'S DEPARTMENT 13.68 TOTAL: 23.37 HERMISTON QUICKY LUBE, INC. 2019 CHARGER/FULL SERVICE GENERAL FUND SHERIFF'S DEPARTMENT 52.95 2021 CHARGER/FULL SERVICE GENERAL FUND 54.95 SHERIFF'S DEPARTMENT 2021 1500 PICK UP/FULL SER GENERAL FUND SHERIFF'S DEPARTMENT 53.95 2019 1500 CLASSIC/FULL SER GENERAL FUND SHERIFF'S DEPARTMENT 69.90 2021 DURANGO/FULL SERVICE GENERAL FUND SHERIFF'S DEPARTMENT 53.95 2019 CHARGER/FULL SERVICE GENERAL FUND SHERIFF'S DEPARTMENT 52.95 2021 DURANGO/FULL SERVICE GENERAL FUND 70.90 SHERIFF'S DEPARTMENT 2022 DURANGO/FULL SERVICE GENERAL FUND SHERIFF'S DEPARTMENT 53.95 2018 DURANGO/FULL SERVICE 911 EMERGENCY FUND SHERIFF'S DEPARTMENT 53.95 2014 AVENGER/FULL SERVICE 911 EMERGENCY FUND SHERIFF'S DEPARTMENT 54.95

VENDOR NAME	DESCRIPTION	FUND	DEPARTMENT	TRUOMA
	2020 DURANGO/FULL SERVICE	COMMUNITY CORRECTI	COMMUNITY CORRECTIONS	53.95
			TOTAL:	626.35
RA VEBA TRUST	HRA VEBA TRUST	GENERAL FUND	NON-DEPARTMENTAL	2,125.00
	HRA VEBA TRUST	911 EMERGENCY FUND	NON-DEPARTMENTAL	375.00
	HRA VEBA TRUST	COMMUNITY CORRECTI	NON-DEPARTMENTAL	500.00
			TOTAL:	3,000.00
UGHES NETWORK SYSTEMS, LLC	INTERNET-CUTS & AW/MAR 202	PARK FUND	CUTSFORTH PARK	113.47
	INTERNET-CUTS & AW/MAR 202	PARK FUND	ANSON WRIGHT PARK	103.48
			TOTAL:	216.95
DAHO CHILD SUPPORT RECEIPTING	IDAHO CHILD SUPPORT RECEIP	GENERAL FUND	NON-DEPARTMENTAL	241.72
	IDAHO CHILD SUPPORT RECEIP	GENERAL FUND	NON-DEPARTMENTAL	241.72
			TOTAL:	483.44
NLAND DEVELOPMENT CORPORATION	BUSINESS ETHERNET/APR 2023	GENERAL FUND	NON-DEPARTMENTAL	1,844.43
	DARK FIBER LEASE/APR 2023	GENERAL FUND	NON-DEPARTMENTAL	2,073.20
			TOTAL:	3,917.63
NNOVA LEGAL ADVISORS	SERVICES RENDERED/MAR 2023	GENERAL FUND	NON-DEPARTMENTAL	3,306.00
			TOTAL:	3,306.00
NTERMOUNTAIN ESD	BUSINESS CARDS/DRAGO	GENERAL FUND	BOARD OF COMMISSIONERS	22.41
	INTERMOUNTAIN ESD	UMATILLA-MORROW ES	UMATILLA-MORROW ESD	5,399.66
			TOTAL:	5,422.07
ONE RFPD	IONE RFPD	IONE RFPD	IONE RFPD	4,650.57
			TOTAL:	4,650.57
ONE SCHOOL DISTRICT	IONE SCHOOL DISTRICT	IONE SCH DIST B&I	IONE SCH DIST B&I	1,745.46
	IONE SCHOOL DISTRICT	IONE SCHOOL DISTRI	IONE SCHOOL DISTRICT	2,211.09
			TOTAL:	3,956.55
ONE-LEXINGTON CEMETERY	IONE-LEXINGTON CEMETERY	IONE-LEX CEMETERY	IONE-LEX CEMETERY	182.80
			TOTAL:	182.80
RRIGON - BOARDMAN EMERGENCY ASSISTANC	MONTHLY ALLOCATION/APRIL 2	GENERAL FUND	NON-DEPARTMENTAL	2,777.00
			TOTAL:	2,777.00
RRIGON CEMETERY DIST.	IRRIGON CEMETERY DIST.	IRRIGON CEMETERY	IRRIGON CEMETERY	75.01
			TOTAL:	75.01
ERRIGON PARK & REC DIST.	IRRIGON PARK & REC DIST.	IRRIGON PARK	IRRIGON PARK	298.11
			TOTAL:	298.11
RRIGON RURAL FIRE DEPARTMENT	IRRIGON RURAL FIRE DEPARTM	IRRIGON RFPD	IRRIGON RFPD	385.08
			TOTAL:	385.08
rs	APR 2023 RETIREMENT TAXES	M.C. RETIRE. PLAN	NON-DEPARTMENTAL	28,323.08
			TOTAL:	28,323.08
EPSEN PEST CONTROL, INC.	PW/RODENT SERV/APR-JUN 202	GENERAL FUND	PUBLIC WORKS-GEN MAINT	129.00
	SHER OFF/RODENT SERVICES	GENERAL FUND	PUBLIC WORKS-GEN MAINT	66.00
	PW/RODENT SERV/APR-JUN 202	GENERAL FUND	NORTH TRANSFER STATION	150.00
	PW/RODENT SERV/APR-JUN 202	GENERAL FUND	SOLID WASTE TRNS STATI	150.00

VENDOR NAME	DESCRIPTION	FUND	DEPARTMENT	AMOUNT
	PW/RODENT SERV/APR-JUN 202	GENERAL FUND	WEED DEPT.	81.00
	PW/RODENT SERV/APR-JUN 202		ROAD DEPARTMENT	438.00
	FAIR/RODENT SERVICES	FAIR	NON-DEPARTMENTAL	86.00
	PW/RODENT SERV/APR-JUN 202		CUTSFORTH PARK	474.00
	PW/RODENT SERV/APR-JUN 202		ANSON WRIGHT PARK	162.00
	PW/RODENT SERV/APR-JUN 202		ATV PARK	585.00
			TOTAL:	2,321.00
KENNITH COLE COUNSELING, P.S	SHER OFF/PSYC EVALUATION	GENERAL FUND	SHERIFF'S DEPARTMENT	700.00
	SHER OFF/PSYC EVALUATION	GENERAL FUND	SHERIFF'S DEPARTMENT	700.00
			TOTAL:	1,400.00
KIMBALL MIDWEST	SHOP/SHOP SUPPLY	ROAD FUND	ROAD DEPARTMENT	216.70
			TOTAL:	216.70
LABORATORY CORPORATION OF AMERICA, HOL	SUPENF/LAB SERVICES/FEB 20	GENERAL FUND	DISTRICT ATTORNEY	126.00
			TOTAL:	126.00
LANGUAGE LINE SERVICES INC.	O-T-P INTERPRETER FEE/MAR	GENERAL FUND	JUSTICE COURT	8.43
	O-T-P INTERPRETER FEE/MAR	911 EMERGENCY FUND	SHERIFF'S DEPARTMENT	211.64
			TOTAL:	220.07
LES SCHWAB MAIN OFFICE	2018 DURANGO/TIRE PACKAGE	GENERAL FUND	SHERIFF'S DEPARTMENT	1,236.24
	2019 CHARGER/WHEEL ALIGNME	GENERAL FUND	SHERIFF'S DEPARTMENT	116.99
			TOTAL:	1,353.23
LES SCHWAB TIRE CENTER	2017 EQUINOX/WINTER CHG OV	GENERAL FUND	HEALTH DEPARTMENT	99.96
	2017 EQUINOX/WINTER CHG OV	GENERAL FUND	HEALTH DEPARTMENT	40.99
	2011 EXPEDITION/WINTER CHG	GENERAL FUND	HEALTH DEPARTMENT	91.96
	2019 CHEROKEE/WINTER CHG O	GENERAL FUND	PLANNING DEPARTMENT	91.96
	#216/WEATHER KIT	ROAD FUND	ROAD DEPARTMENT	42.63
	#1320/TIRE REPAIR	ROAD FUND	ROAD DEPARTMENT	221.87
	#219/WHEEL-VALVE STEMS	ROAD FUND	ROAD DEPARTMENT	264.91
	#1264/TIRE REPAIR	ROAD FUND	ROAD DEPARTMENT	43.28
	CARAVAN/SERV CALL-JUMP	SPEC TRANSPORTATIO	SPECIAL TRANSPORTATION	269.98
	#23-700/TIRE-WHL PKG	PARK FUND	ATV PARK	1,437.91
	2019 4500 BUS/WINTER CHG	5310 - FTA GRANT F	5310 FTA GRANT	149.94
	2016 CARAVAN/WINTER CHG OV	5310 - FTA GRANT F	5310 FTA GRANT	91.96
	2016 CARAVAN/WINTER CHG OV	5310 - FTA GRANT F	5310 FTA GRANT	91.96
	·	5310 - FTA GRANT F		91.96-
	2021 VOYAGER/WINTER CHG OV			91.96
	2017 CARAVAN/TIRE PKG	5310 - FTA GRANT F	5310 FTA GRANT	991.84 3,931.15
LEXISNEXIS	DA SUBSCRIPTION/MAR 2023	LAW LIBRARY	COUNTY CLERK	234.00_
			TOTAL:	234.00
LEXISNEXIS RISK DATA MANAGEMENT INC.	CONTRACT FEE/MAR 2023	GENERAL FUND	SHERIFF'S DEPARTMENT	82.50
			TOTAL:	82.50
LIFE FLIGHT	LIFE FLIGHT	GENERAL FUND	NON-DEPARTMENTAL	64.92
			TOTAL:	64.92
LIFEMAP ASSURANCE COMPANY	LIFEMAP ASSURANCE COMPANY	GENERAL FUND	NON-DEPARTMENTAL	719.80
	LIFEMAP ASSURANCE COMPANY	GENERAL FUND	NON-DEPARTMENTAL	4.75
	LIFEMAP ASSURANCE COMPANY	GENERAL FUND	NON-DEPARTMENTAL	9.51

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DEPARTMENT VENDOR NAME DESCRIPTION FUND INUOMA LIFEMAP ASSURANCE COMPANY GENERAL FUND NON-DEPARTMENTAL 0.33 LIFEMAP ASSURANCE COMPANY GENERAL FUND NON-DEPARTMENTAL 0.21 LIFEMAP ASSURANCE COMPANY GENERAL FUND NON-DEPARTMENTAL 724.55 0.33 LIFEMAP ASSURANCE COMPANY GENERAL FUND NON-DEPARTMENTAL LIFEMAP ASSURANCE COMPANY GENERAL FUND NON-DEPARTMENTAL 0.21 LIFEMAP ASSURANCE COMPANY GENERAL FUND NON-DEPARTMENTAL 9.51 LIFEMAP ASSURANCE COMPANY ROAD FUND NON-DEPARTMENTAL 154.06 LIFEMAP ASSURANCE COMPANY ROAD FUND NON-DEPARTMENTAL 182.59 LIFEMAP ASSURANCE COMPANY 911 EMERGENCY FUND NON-DEPARTMENTAL 23.80 LIFEMAP ASSURANCE COMPANY 911 EMERGENCY FUND NON-DEPARTMENTAL 23.80 LIFEMAP ASSURANCE COMPANY SPEC TRANSPORTATIO NON-DEPARTMENTAL 19.02 LIFEMAP ASSURANCE COMPANY SPEC TRANSPORTATIO NON-DEPARTMENTAL 13.90 LIFEMAP ASSURANCE COMPANY SPEC TRANSPORTATIO NON-DEPARTMENTAL 4.39-LIFEMAP ASSURANCE COMPANY VICTIM/WITNESS ASS NON-DEPARTMENTAL 9.51 LIFEMAP ASSURANCE COMPANY VICTIM/WITNESS ASS NON-DEPARTMENTAL 9.51 LIFEMAP ASSURANCE COMPANY PARK FUND NON-DEPARTMENTAL 20.36 LIFEMAP ASSURANCE COMPANY PARK FUND NON-DEPARTMENTAL 0.21 LIFEMAP ASSURANCE COMPANY PARK FUND NON-DEPARTMENTAL 20.36 LIFEMAP ASSURANCE COMPANY PARK FUND NON-DEPARTMENTAL 0.21 LIFEMAP ASSURANCE COMPANY 5310 - FTA GRANT F NON-DEPARTMENTAL 9.51 LIFEMAP ASSURANCE COMPANY 5310 - FTA GRANT F NON-DEPARTMENTAL 9.51 LIFEMAP ASSURANCE COMPANY COMMUNITY CORRECTI NON-DEPARTMENTAL 50.75 LIFEMAP ASSURANCE COMPANY COMMUNITY CORRECTI NON-DEPARTMENTAL 39.45 LIFEMAP ASSURANCE COMPANY COMMUNITY CORRECTI NON-DEPARTMENTAL 1.79 TOTAL: 2,053.15 LOPEZ, JUANA MILEAGE REIMBURSE/DEC 2022 GENERAL FUND HEALTH DEPARTMENT 53.75 MILEAGE REIMBURSE/FEB 2023 GENERAL FUND HEALTH DEPARTMENT 107.50 MILEAGE REIMBURSE/MAR 2023 GENERAL FUND HEALTH DEPARTMENT 161.25 MILEAGE REIMBURSE/JAN 2023 GENERAL FUND PLANNING DEPARTMENT 53.75 TOTAL: 376.25 MADE TO THRIVE JCP SERVICES/JAN-MAR 2023 GENERAL FUND JUVENILE DEPARTMENT 1,500.00 JCP SERVICES/JAN-MAR 2023 GENERAL FUND JUVENILE DEPARTMENT 1,037.74 TOTAL: 2,537.74 MATTHEW BENDER & CO, INC VETS BENEFIT MANUAL-CFR 38 GENERAL FUND VETERANS 293.31 TOTAL: 293.31 MCKERALL II, DONALD D SECURITY SERVICES/MAR 2023 FAIR SPECIAL EVENT 720.00 720.00 TOTAL: MCKESSON MEDICAL-SURGICAL GOVERNMENT S MEDICAL SUPPLY GENERAL FUND HEALTH DEPARTMENT 203.00 MEDICAL SUPPLY GENERAL FUND HEALTH DEPARTMENT 146.87 MEDICAL SUPPLY GENERAL FUND HEALTH DEPARTMENT 127.88 TOTAL: 477.75 MCURD MORROW COUNTY UNIF MORROW COUNTY UNIFIED 100,000.00 MCURD TOTAL: 100,000.00 MID-AMERICAN RESEARCH CHEMICAL ROAD/SHOP SUPPLY ROAD FUND ROAD DEPARTMENT 200.49 200.49 TOTAL: 82.00 MILLER & SONS DISPOSAL SERVICE LLC DISPOSAL SERV-PW/MAR 2023 GENERAL FUND PUBLIC WORKS-GEN MAINT DISPOSAL SERV-PW/MAR 2023 GENERAL FUND PUBLIC WORKS-GEN MAINT 82.00 DISPOSAL SERV-PW/MAR 2023 GENERAL FUND PUBLIC WORKS-GEN MAINT 82.00

VENDOR NAME	DESCRIPTION	FUND	DEPARTMENT	AMOUNI
	DISPOSAL SERV-CRTHSE/MAR 2	2 GENERAL FUND	PUBLIC WORKS-GEN MAINT	30.00
	DISPOSAL SERV-STS/MAR 2023	GENERAL FUND	SOLID WASTE TRNS STATI	1,080.00
	DISPOSAL SERV-STS/MAR 2023		SOLID WASTE TRNS STATI	360.00
	DISPOSAL SERV-STS/MAR 2023		SOLID WASTE TRNS STATI	900.00
	DISPOSAL SERV-STS/MAR 2023		SOLID WASTE TRNS STATI	900.00
	DISPOSAL SERV-STS/MAR 2023		SOLID WASTE TRNS STATI	990.00
	DISPOSAL SERV-PW/MAR 2023		ROAD DEPARTMENT	82.00
	DISPOSAL SERV-FAIR/FEB 202		NON-DEPARTMENTAL	82.00
	DISPOSAL SERV-FAIR/MAR 202		NON-DEPARTMENTAL	82.00
	DISTORIE SERVI INITYTER LVI		TOTAL:	4,752.00
MOBILE HOME OMBUDSMAN	MOBILE HOME OMBUDSMAN	MAN. STRUCTURE OMB	MOBILE HOME OMBUDSMAN	14.67
			TOTAL:	14.67
MONTANA DEPARTMENT OF REVENUE	APR 2023 RETIREMENT TAXES	M.C. RETIRE. PLAN	NON-DEPARTMENTAL	63.31
			TOTAL:	63.31
MONTES DE OCA, MARTIN	MAR 17 2023 INTERPRETER FR	E GENERAL FUND	JUSTICE COURT	25.00
	MAR 17 2023 INTERPRETER FE	E GENERAL FUND	JUSTICE COURT	50.00
	MAR 30 2023 INTERPRETER FR	GENERAL FUND	JUSTICE COURT	100.00
	MAR 30 2023 MILEAGE FEE	GENERAL FUND	JUSTICE COURT	17.03
	APR 05 2023 INTERPRETER FR	GENERAL FUND	JUSTICE COURT	50.00
	APR 10 2023 INTERPRETER FR	GENERAL FUND	JUSTICE COURT	50.00
	APR 12 2023 INTERPRETER FR	GENERAL FUND	JUSTICE COURT	100.00
	APR 12 2023 MILEAGE FEE	GENERAL FUND	JUSTICE COURT	3.93
	APR 13 2023 INTERPRETER FR	GENERAL FUND	JUSTICE COURT	100.00
	APR 13 2023 MILEAGE FEE	GENERAL FUND	JUSTICE COURT	3.93
			TOTAL:	499.89
MOON SECURITY SERVICE, INC	BART BLDG/SERVICE CALL	GENERAL FUND	PUBLIC WORKS-GEN MAINT	330.00
	FIRE MONITOR-FAIR/APR 2023	3 FAIR	INDOOR/OUTDOOR ARENA	59.00
			TOTAL:	389.00
MORALES, AURELIO	REFUND/IRR JUSTICE CRT	JUSTICE COURT BAIL	NON-DEPARTMENTAL	13.90
			TOTAL:	13.90
MORRIS, MICKEY	GRAND JURY FEE/APR 2023	GENERAL FUND	DISTRICT ATTORNEY	33.00
			TOTAL:	33.00
MORROW CO CLERK	TAX COLLECTOR RECORD/MAR 2	2 GENERAL FUND	ASSESSOR/TAX COLLECTOR	16.00
	TAX COLLECTOR RECORD/MAR 2	GENERAL FUND	ASSESSOR/TAX COLLECTOR	16.00
			TOTAL:	32.00
MORROW CO GRAIN GROWERS	SHER OFF/ATV WHEEL REPAIR		SHERIFF'S DEPARTMENT	136.22
	PROPANE-LIBRARY/MUSEUM	GENERAL FUND	PUBLIC WORKS-GEN MAINT	473.60
	PROPANE-LIBRARY/MUSEUM	GENERAL FUND	PUBLIC WORKS-GEN MAINT	290.83
	PROPANE-SHER OFF	GENERAL FUND	PUBLIC WORKS-GEN MAINT	1,082.65
	PROPANE-COURTHOUSE/BART	GENERAL FUND	PUBLIC WORKS-GEN MAINT	277.64
	PROPANE-COURTHOUSE/BART	GENERAL FUND	PUBLIC WORKS-GEN MAINT	774.14
	PROPANE-AIRPORT/GM SHOP	GENERAL FUND	PUBLIC WORKS-GEN MAINT	854.32
				4 005 00
	PROPANE-BART BLDG	GENERAL FUND	PUBLIC WORKS-GEN MAINT	1,025.38
	PROPANE-BART BLDG GM/BUILDING MAINT	GENERAL FUND	PUBLIC WORKS-GEN MAINT PUBLIC WORKS-GEN MAINT	1,025.38
				·
	GM/BUILDING MAINT	GENERAL FUND	PUBLIC WORKS-GEN MAINT	15.99
	GM/BUILDING MAINT GM/BATTERY	GENERAL FUND	PUBLIC WORKS-GEN MAINT PUBLIC WORKS-GEN MAINT	15.99 11.99

VENDOR NAME

COMMISSIONERS AP REPORT PAGE: 14

DESCRIPTION FUND DEPARTMENT AMOUNT

WEED/PARTS	GENERAL FUND	WEED DEPT.	25.12
WEED/CHECK VALVE	GENERAL FUND	WEED DEPT.	59.80
WEED/GORILLA TAPE	GENERAL FUND	WEED DEPT.	15.99
#1305/HYDRAULIC FITTINGS	ROAD FUND	ROAD DEPARTMENT	31.99
#1130/STEERING WHEEL COVER	ROAD FUND	ROAD DEPARTMENT	14.99
#1130/BRAKE PADS	ROAD FUND	ROAD DEPARTMENT	54.99
#1130/BRAKE PADS EXCHANGE	ROAD FUND	ROAD DEPARTMENT	17.00
#1305/GREASE GUN	ROAD FUND	ROAD DEPARTMENT	249.00
ROAD/HAND CLEANER	ROAD FUND	ROAD DEPARTMENT	4.49
ROAD/EQUIP-SHOP	ROAD FUND	ROAD DEPARTMENT	6.29
ROAD/EQUIP-SHOP	ROAD FUND	ROAD DEPARTMENT	85.99
ROAD/DIE GRINDER	ROAD FUND	ROAD DEPARTMENT	120.99
ROAD/EQUIP-SHOP RETURN	ROAD FUND	ROAD DEPARTMENT	85.99
ROAD/EQUIP-SHOP RETURN	ROAD FUND	ROAD DEPARTMENT	6.29
#1305/GREASE GUN HOSE	ROAD FUND	ROAD DEPARTMENT	53.49
#499/EXHAUST FLUID	ROAD FUND	ROAD DEPARTMENT	15.49
ROAD/HYDRAULIC ROOM COUPLE	ROAD FUND	ROAD DEPARTMENT	9.78
ROAD/WHEEL STUD PRESS	ROAD FUND	ROAD DEPARTMENT	191.98
ROAD/FILTER KIT	ROAD FUND	ROAD DEPARTMENT	58.99
ROAD/OIL-ATF	ROAD FUND	ROAD DEPARTMENT	178.38
#539/LIFT PUMP	ROAD FUND	ROAD DEPARTMENT	75.99
#1264/AIR COUPLERS	ROAD FUND	ROAD DEPARTMENT	51.98
•	ROAD FUND	ROAD DEPARTMENT	265.98
ROAD/HEATING OIL	ROAD FUND	ROAD DEPARTMENT	820.15
PROPANE TANK RENT/TAR TRUC		ROAD DEPARTMENT	50.00
ROAD/GRAVEL PIT CHEMICAL	ROAD FUND	ROAD DEPARTMENT	844.50
ROAD/HOSE REPAIR-SWIVEL	ROAD FUND	ROAD DEPARTMENT	242.70
ROAD/GLOVES	ROAD FUND	ROAD DEPARTMENT	242.70
ROAD/GLOVES ROAD/2-GLOVES	ROAD FUND	ROAD DEPARTMENT	99.96
•			26.25
#1132/PLOW LIFT CHAIN	ROAD FUND	ROAD DEPARTMENT	
#1323/FITTINGS ON PLOW	ROAD FUND	ROAD DEPARTMENT	10.68 77.29
#1323/COUPLERS-PLUGS	ROAD FUND	ROAD DEPARTMENT	
#234/HYDRAULIC CAP-FITTING		ROAD DEPARTMENT	6.88
#1305/1" X 25' TA	ROAD FUND	ROAD DEPARTMENT	9.99
ROAD/KIN-DISC	ROAD FUND	ROAD DEPARTMENT	75.14
ROAD/SHIPPING	ROAD FUND	ROAD DEPARTMENT	15.15
PROPANE-FAIR ANNEX/HALL		NON-DEPARTMENTAL	203.32
PROPANE-FAIR ANNEX/HALL		NON-DEPARTMENTAL	427.09
CUTS/PROPANE HEATER INSTAL			753.86
PROPANE TANK RENT/CUTS CAB			50.00
PROPANE TANK RENT/CUTS CAB			50.00
PROPANE TANK RENT/AW SHWR	PARK FUND	ANSON WRIGHT PARK	60.00
OHV/OIL-SAW CHAIN			51.98
OHV/BUILDING MAINT			7.59
OHV/2-HOOF KNIFE	PARK FUND	ATV PARK	39.98
OHV/BEARING	PARK FUND	ATV PARK	63.47
OHV/OIL	PARK FUND	ATV PARK	154.97
OHV/OIL	PARK FUND	ATV PARK	106.98
OHV/POLARIS REPAIR	PARK FUND	_	914.50
		TOTAL:	11,651.89
CDL PHYSICAL/MAR 2023	ROAD FUND	ROAD DEPARTMENT	110.00
MORROW CO HEALTH DISTRICT	MORROW CO HEALTH	D MORROW CO HEALTH DISTR	8,353.98
		TOTAL:	8,463.98
MC CITIMIDAT COALTMON 2022			1 145 00

MORROW CO HEALTH DISTRICT

MORROW CO HISTORICAL SOCIETY MC CULTURAL COALITION 2023 GENERAL FUND NON-DEPARTMENTAL 1,145.00

VENDOR NAME	DESCRIPTION	FUND	DEPARTMENT	INUOMA
			TOTAL:	1,145.00
MORROW CO PUBLIC WORKS	SOUTH TRANS FEES/MAR 2023	FINLEY BUTTES LICE	LICENSE FEE	370.00
	NORTH TRANS FEES/MAR 2023			238.00
	NORTH TRANS FEES/MAR 2023	FINLET BOTTES TICE	TOTAL:	608.00
MORROW CO SCHOOL DIST	MORROW CO SCHOOL DIST	MORROW CO SCHOOL D	MORROW CO SCHOOL DISTR	33,179.60
			TOTAL:	33,179.60
MORROW CO SHERIFF'S OFFICE	COURT SECURITY/JAN-MAR 202	COURT SECURITY FUN	NON-DEPARTMENTAL	2,682.86
	COURT SECURITY/JAN-MAR 202	COURT SECURITY FUN	NON-DEPARTMENTAL	2,708.17
	COURT SECURITY/JAN-MAR 202	COURT SECURITY FUN	NON-DEPARTMENTAL	2,771.44
	•		TOTAL:	8,162.47
MORROW CO TREASURER	JUSTICE CRT ENFORCE/MAR 20	JUSTICE COURT BAIL	NON-DEPARTMENTAL	13,222.30
			TOTAL:	13,222.30
MORROW CO WEED DEPT.	ROAD SPRAYING/MAR 2023	ROAD FUND	ROAD DEPARTMENT	1,846.82
	ROAD SPRAYING/MAR 2023	ROAD FUND	ROAD DEPARTMENT	946.90
			TOTAL:	2,793.72
MT HOOD OREGON RESORT	LODGING-OR RESORT/WELCHES	ROAD FUND	ROAD DEPARTMENT	515.52
	LODGING-OR RESORT/WELCHES	ROAD FUND	ROAD DEPARTMENT	515.52
			TOTAL:	1,031.04
NAIRNS, VIRGINIA (GEORGE)	MILEAGE REIMBURSE/APR 2023	GENERAL FUND	JUVENILE DEPARTMENT	113.97
			TOTAL:	113.97
NATIONWIDE RETIREMENT	NATIONWIDE RETIREMENT	GENERAL FUND	NON-DEPARTMENTAL	960.00
	NATIONWIDE RETIREMENT	GENERAL FUND	NON-DEPARTMENTAL	960.00
	NATIONWIDE RETIREMENT	ROAD FUND	NON-DEPARTMENTAL	240.00
	NATIONWIDE RETIREMENT	ROAD FUND	NON-DEPARTMENTAL	240.00
	NATIONWIDE RETIREMENT	VICTIM/WITNESS ASS		75.00
	NATIONWIDE RETIREMENT	VICTIM/WITNESS ASS		75.00
			TOTAL:	2,550.00
NEIGHBORHOOD CENTER OF SOUTH MORROW CO	MONTHLY ALLOCATION/APRIL 2	GENERAL FUND	NON-DEPARTMENTAL	2,777.00
	,		TOTAL:	2,777.00
NEW DREAM LLC	NEW DREAM LLC	UNSEGREGATED TAXES	UNSEGREGATED TAXES	68.87
			TOTAL:	68.87
NORTH MORROW TIMES	VETERANS/ADVERTISING	GENERAL FUND	VETERANS	440.00
	VETERANS/ADVERTISING	GENERAL FUND	VETERANS	440.00
	PLANNING/PUBLIC NOTICE	GENERAL FUND	PLANNING DEPARTMENT	240.40
	MCPT/ADVERTISING	SPEC TRANSPORTATIO	SPECIAL TRANSPORTATION	93.50
			TOTAL:	1,213.90
NORTH MORROW VECTOR CONT	NORTH MORROW VECTOR CONT	N MORROW VECTOR CO	N MORROW VECTOR CONTRO	2,070.22
			TOTAL:	2,070.22
NORTHWEST EQUIPMENT SALES, INC.	SHOP/4-5/8" RD FLOOD & SPO	ROAD FUND	ROAD DEPARTMENT	161.70
	SHOP/LIGHT BAR, 4/TRAILER	ROAD FUND	ROAD DEPARTMENT	196.10
	#1201/U-BOLTS, NUTS	ROAD FUND	ROAD DEPARTMENT	75.46
	#225/AIR LINE ENDS	ROAD FUND	ROAD DEPARTMENT	49.24

VENDOR NAME	DESCRIPTION	FUND	DEPARTMENT	TUDOMA
	#219/STUDS,SLACK ADJ BRK P	ROAD FUND	ROAD DEPARTMENT	358.14
	SHOP/FLOOR BLOWER	ROAD FUND	ROAD DEPARTMENT	59.68
	#1001/AIR GOVERNER VALVE	ROAD FUND	ROAD DEPARTMENT	19.98
	#219/8-WHEEL STUD	ROAD FUND	ROAD DEPARTMENT	29.12
	#219/2-STUDS,2-S CAMS	ROAD FUND	ROAD DEPARTMENT	404.94
	#219/2-SPRINGS FOR BRAKES		ROAD DEPARTMENT	18.16
	SHOP/4-TRK WASH,4-ALUM ACI		ROAD DEPARTMENT	246.04
	,		ROAD DEPARTMENT	4,251.76
	#219/8-DRIVE TIRES #270/4-MUD FLAPS	ROAD FUND	ROAD DEPARTMENT	,
	•	ROAD FUND		207.15
	#219/10-WHEEL STUDS	ROAD FUND	ROAD DEPARTMENT	76.10
	RETURN/2-KIT BK REP	ROAD FUND	ROAD DEPARTMENT	19.80 7,853.77
				•
DACES	2023 OACES SPRING CONF/IME		ROAD DEPARTMENT	250.00
	2023 OACES SPRING CONF/HAU	ROAD FUND	ROAD DEPARTMENT	250.00
			TOTAL:	500.00
ODP BUSINESS SOLUTIONS, LLC	FINANCE/OFFICE SUPPLY	GENERAL FUND	ADMINISTRATIVE SERVICE	89.04
	ASSESSOR/OFFICE SUPPLY	GENERAL FUND	ASSESSOR/TAX COLLECTOR	15.99
	ASSESSOR/OFFICE SUPPLY	GENERAL FUND	ASSESSOR/TAX COLLECTOR	24.74
	ASSESSOR/OFFICE SUPPLY	GENERAL FUND	ASSESSOR/TAX COLLECTOR	8.72
	ASSESSOR/OFFICE SUPPLY	GENERAL FUND	ASSESSOR/TAX COLLECTOR	6.21
	JUSTICE CRT/OFFICE SUPPLY	GENERAL FUND	JUSTICE COURT	126.64
	JUSTICE CRT/OFFICE SUPPLY	GENERAL FUND	JUSTICE COURT	193.44
				66.24
	DA OFFICE/OFFICE SUPPLY	GENERAL FUND	DISTRICT ATTORNEY	
	DA OFF/OFFICE SUPPLY	GENERAL FUND	DISTRICT ATTORNEY	21.56
	DA OFF/OFFICE SUPPLY	GENERAL FUND	DISTRICT ATTORNEY	33.69
	DA OFF/OFFICE SUPPLY-RETUR		DISTRICT ATTORNEY	4.02
	ROAD/OFFICE SUPPLY	ROAD FUND	ROAD DEPARTMENT  TOTAL:	28.64 610.89
ONE AMERICA	ONE AMERICA	GENERAL FUND	NON-DEPARTMENTAL	5,172.39
	ONE AMERICA	GENERAL FUND	NON-DEPARTMENTAL	5,250.53
	ONE AMERICA	ROAD FUND	NON-DEPARTMENTAL	1,271.39
	ONE AMERICA	ROAD FUND	NON-DEPARTMENTAL	1,351.42
	ONE AMERICA	SPEC TRANSPORTATIO	NON-DEPARTMENTAL	335.15
	ONE AMERICA	SPEC TRANSPORTATIO	NON-DEPARTMENTAL	84.95
	ONE AMERICA	SPEC TRANSPORTATIO	NON-DEPARTMENTAL	33.98
	ONE AMERICA	SPEC TRANSPORTATIO	NON-DEPARTMENTAL	33.98
			TOTAL:	13,295.93
OR DEPT OF ENVIRONMENTAL QUALITY	DEQ PERMIT #9669/IONE GAS	CENEDAT ETIND	PUBLIC WORKS-GEN MAINT	75.00
OR DEFI OF ENVIRONMENTAL QUALITY	DEQ FERMIT #9009/IONE GAS	GENERAL FUND	TOTAL:	75.00
OR DEPT OF FISH & WILDLIFE	IRR JUSTICE CRT/RESTITUTIO	JUSTICE COURT BAIL		200.00
			TOTAL:	200.00
OR DEPT OF JUSTICE	OR DEPT OF JUSTICE	GENERAL FUND	NON-DEPARTMENTAL	18.00
	OR DEPT OF JUSTICE	GENERAL FUND	NON-DEPARTMENTAL	18.00
			TOTAL:	36.00
OR DEPT OF REVENUE	MAP MAINTENANCE/JAN 2023	GENERAL FUND	ASSESSOR/TAX COLLECTOR	2,385.00
	MAP MAINTENANCE/NOV 2022		ASSESSOR/TAX COLLECTOR	1,470.00
	MAP MAINTENANCE/FEB 2023		ASSESSOR/TAX COLLECTOR	1,215.00
	MAP MAINTENANCE/DEC 2022		ASSESSOR/TAX COLLECTOR	2,295.00
	Q4 OR LODGING TAX-LATE FEE		NON-DEPARTMENTAL	29.02

VENDOR NAME	DESCRIPTION	FUND	DEPARTMENT	INUOMA
	IRR JUSTICE CRT FEES/MAR 2	JUSTICE COURT BAIL	NON-DEPARTMENTAL	3,965.16
	APR 2023 RETIREMENT TAXES	M.C. RETIRE. PLAN	NON-DEPARTMENTAL	12,996.63
	FEB/MAR 2023 RETIREMENT TA	M.C. RETIRE. PLAN	NON-DEPARTMENTAL	854.97
			TOTAL:	25,210.78
OR DHS-OHA/OFS/RECEIPTING UNIT	MARRIAGE LICENSES/MAR 2023	GENERAL FUND	COUNTY CLERK	75.00
A Sub omi, 515, McDilling onli	MARKINGE ETGERGES, MARK 2023	CENTREE TOND	TOTAL:	75.00
OR DMV SERVICES	RECORD INQUIRY/MAR 2023	GENERAL FUND	DISTRICT ATTORNEY	13.95
			TOTAL:	13.95
OR PARKS & RECREATION DEPT	ATV PERMITS (9)/APR 2023	PARK FUND	ATV PARK	81.00
			TOTAL:	81.00
DR STATE SHERIFF'S ASSN	ENFORCEMENT RECORDS CONF 2	GENERAL FUND	SHERIFF'S DEPARTMENT	150.00
			TOTAL:	150.00
OR STATE UNIVERSITY	FY23 3RD QTR PAYMENT	GENERAL FUND	NON-DEPARTMENTAL	48,859.25
			TOTAL:	48,859.25
DR TRAIL LIBRARY DIST	OR TRAIL LIBRARY DIST	OREGON TRAIL LIBRA	OREGON TRAIL LIBRARY D	2,008.75
			TOTAL:	2,008.75
DREGON AFSCME COUNCIL 75	OREGON AFSCME COUNCIL 75	GENERAL FUND	NON-DEPARTMENTAL	1,090.68
	OREGON AFSCME COUNCIL 75	GENERAL FUND	NON-DEPARTMENTAL	1,030.87
	OREGON AFSCME COUNCIL 75	ROAD FUND	NON-DEPARTMENTAL	653.99
	OREGON AFSCME COUNCIL 75	ROAD FUND	NON-DEPARTMENTAL	731.70
	OREGON AFSCME COUNCIL 75	VICTIM/WITNESS ASS	NON-DEPARTMENTAL	51.76
	OREGON AFSCME COUNCIL 75	VICTIM/WITNESS ASS	NON-DEPARTMENTAL	51.76
	OREGON AFSCME COUNCIL 75	PARK FUND	NON-DEPARTMENTAL	16.30
	OREGON AFSCME COUNCIL 75	PARK FUND	NON-DEPARTMENTAL	16.30
			TOTAL:	3,643.36
DREGON DISTRICT ATTORNEYS ASSOCIATION	MEMBERSHIP DUES 2023-2024	GENERAL FUND	DISTRICT ATTORNEY	3,310.00
	MEMBERSHIP DUES 2023-2024	GENERAL FUND	DISTRICT ATTORNEY	150.00
			TOTAL:	3,460.00
DREGON STATE POLICE	HANDGUN LICENSES/MAR 2023	GENERAL FUND	SHERIFF'S DEPARTMENT	210.00
			TOTAL:	210.00
DREGON TEAMSTER	OREGON TEAMSTER	GENERAL FUND	NON-DEPARTMENTAL	30,472.91
	OREGON TEAMSTER	GENERAL FUND	NON-DEPARTMENTAL	155.48-
	OREGON TEAMSTER	GENERAL FUND	NON-DEPARTMENTAL	0.25
	OREGON TEAMSTER	GENERAL FUND	NON-DEPARTMENTAL	30,317.43
	OREGON TEAMSTER	GENERAL FUND	NON-DEPARTMENTAL	0.25
	OREGON TEAMSTER	911 EMERGENCY FUND	NON-DEPARTMENTAL	2,332.11
	OREGON TEAMSTER	911 EMERGENCY FUND	NON-DEPARTMENTAL	2,332.11
	OREGON TEAMSTER	COMMUNITY CORRECTI	NON-DEPARTMENTAL	6,218.96
	OREGON TEAMSTER	COMMUNITY CORRECTI	NON-DEPARTMENTAL	6,218.96
			TOTAL:	77,737.50
DXARC, INC.	ROAD/SAFETY-SMALL TOOLS	ROAD FUND	ROAD DEPARTMENT	269.20
	ROAD/SAFETY-SMALL TOOLS	ROAD FUND	ROAD DEPARTMENT	12.88
	CYLINDER TANK RENT/MAR 202	ROAD FUND	ROAD DEPARTMENT	11.83
			TOTAL:	293.91

DESCRIPTION	FUND	DEPARTMENT	AMOUNT
CLERK/TONER,STAPLE HOLDER	GENERAL FUND	COUNTY CLERK	771.17
			237.16
		TOTAL:	1,008.33
ROAD/2-SKIRT BOARD	ROAD FUND	ROAD DEPARTMENT	433.44
		ROAD DEPARTMENT	610.64
		TOTAL:	1,044.08
8CT-96" BROOMS	ROAD FUND	ROAD DEPARTMENT	9,106.80
4CT-96" BROOMS	ROAD FUND	ROAD DEPARTMENT	4,897.37
#1321/WINDOW REPAIR PARTS	ROAD FUND	ROAD DEPARTMENT	852.21
#1321/FILTERS	ROAD FUND	ROAD DEPARTMENT	533.37_
		TOTAL:	15,389.75
ROAD/BUILDING MAINT	ROAD FUND	ROAD DEPARTMENT	517.25
ROAD/BUILDING MAINT	ROAD FUND	ROAD DEPARTMENT	620.00
ROAD/BUILDING MAINT	ROAD FUND	ROAD DEPARTMENT	738.75
		TOTAL:	1,876.00
PATAGONIA SFTWRE FEE 5/23-	GENERAL FUND	HEALTH DEPARTMENT	17,866.13
		TOTAL:	17,866.13
PERS-OPSRP	GENERAL FUND	NON-DEPARTMENTAL	4,514.93
			4,587.47
			422.68
			552.06
PERS-OPSRP			330.09-
PERS-OPSRP			82.52-
		TOTAL:	9,664.53
GM/BUILDING MAINT	GENERAL FUND	PUBLIC WORKS-GEN MAINT	58.97
GM/BUILDING MAINT	GENERAL FUND	PUBLIC WORKS-GEN MAINT	55.38
GM/BUILDING MAINT	GENERAL FUND	PUBLIC WORKS-GEN MAINT	109.44
ROAD/SIGNAGE	ROAD FUND	ROAD DEPARTMENT	2,295.97
FAIR/MISC REPAIR	FAIR	NON-DEPARTMENTAL	69.04
OHV/BUILDING MAINT	PARK FUND	ATV PARK	367.95_
		TOTAL:	2,956.75
MCCC GRANT 2023 AWARD	GENERAL FUND	NON-DEPARTMENTAL	535.23_
		TOTAL:	535.23
PORT OF MORROW	PORT OF MORROW	PORT OF MORROW	750.03_
		TOTAL:	750.03
GENERATOR MAINT 2023/BRD H	GENERAL FUND	HEALTH DEPARTMENT	964.03
GENERATOR MAINT 2023/HEP H	GENERAL FUND	HEALTH DEPARTMENT	967.48
GENERATOR MAINT 2023/HEP S	GENERAL FUND	EMERGENCY MANAGEMENT	1,034.28
GENERATOR MAINT 2023/IR P&	GENERAL FUND	EMERGENCY MANAGEMENT	1,080.02
		TOTAL:	4,045.81
2015 JEEP/ROCK CHIP REPAIR	GENERAL FUND	ASSESSOR/TAX COLLECTOR	50.00
#162/INSTALL WINDSHIELD	ROAD FUND	ROAD DEPARTMENT	365.00
#1321/INSTALL WINDSHIELD	ROAD FUND	ROAD DEPARTMENT	295.00
		TOTAL:	710.00
	CLERK/TONER, STAPLE HOLDER CLERK/SERVICE COPIER REPAI  ROAD/2-SKIRT BOARD #999/COVER COMP PARTS  8CT-96" BROOMS 4CT-96" BROOMS #1321/WINDOW REPAIR PARTS #1321/FILTERS  ROAD/BUILDING MAINT ROAD/BUILDING MAINT ROAD/BUILDING MAINT PATAGONIA SFTWRE FEE 5/23-  PERS-OPSRP PERS-OPS	CLERK/TONER, STAPLE HOLDER CLERK/SERVICE COPIER REPAI GENERAL FUND  ROAD/2-SKIRT BOARD #999/COVER COMP PARTS ROAD FUND  8CT-96" BROOMS ACT-96" BROOMS ACT-96" BROOMS ROAD FUND  #1321/WINDOW REPAIR PARTS ROAD FUND  ROAD/BUILDING MAINT ROAD FUND  ROAD/BUILDING MAINT ROAD FUND  PATAGONIA SFTWRE FEE 5/23- GENERAL FUND  PERS-OPSRP GENERAL FUND  PERS-OPSRP GENERAL FUND  MCCC GRANT 2023 AWARD  GENERAL FUND  GENER	CLERK/TONER, STAPLE HOLDER GENERAL FUND COUNTY CLERK CLERK/SERVICE COPIER REPAI GENERAL FUND COUNTY CLERK TOTAL:  ROAD/2-SKIRT BOARD ROAD FUND ROAD DEPARTMENT #999/COVER COMP PARTS ROAD FUND ROAD DEPARTMENT TOTAL:  SCT-96" BROOMS ROAD FUND ROAD DEPARTMENT #1321/WINDOW REPAIR PARTS ROAD FUND ROAD DEPARTMENT #13221/WINDOW REPAIR PARTS ROAD FUND ROAD DEPARTMENT TOTAL:  ROAD/BUILDING MAINT ROAD FUND ROAD DEPARTMENT ROAD/BUILDING MAINT ROAD FUND ROAD DEPARTMENT TOTAL:  PATAGONIA SPTWRE FEE 5/23- GENERAL FUND ROAD DEPARTMENT TOTAL:  PATAGONIA SPTWRE FEE 5/23- GENERAL FUND HEALTH DEPARTMENT TOTAL:  PERS-OPSRP GENERAL FUND NON-DEPARTMENTAL DERS-OPSRP COMMUNITY CORRECTI NON-DEPARTMENTAL TOTAL:  GM/BUILDING MAINT GENERAL FUND PUBLIC WORKS-GEN MAINT GM/BUILDING MAINT GENERAL FUND ROAD DEPARTMENT  ROAD/SIGNAGE ROAD FUND ROAD DEPARTMENT  COMMUNITY CORRECTI NON-DEPARTMENT  GENERATOR MAINT GENERAL FUND HEALTH DEPARTMENT  GENERATOR MAINT 2023/BRD H GENERAL FUND HEALTH DEPARTMENT  TOTAL:

VENDOR NAME

DESCRIPTION FUND DEPARTMENT AMOUNT

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VERDOR RIEM	DIDORITION	1000		11100111
			TOTAL:	1,400.00
	30070000 /000700 000070		10070000 /may 001170mon	F0 10
QUILL CORPORATION	ASSESSOR/OFFICE SUPPLY	GENERAL FUND	ASSESSOR/TAX COLLECTOR	58.13
	SHER OFF/OFFICE SUPPLY	GENERAL FUND	SHERIFF'S DEPARTMENT	786.46
	SHER OFF/OFFICE SUPPLY	GENERAL FUND	SHERIFF'S DEPARTMENT	33.42
	SHER OFF/OFFICE SUPPLY	GENERAL FUND	SHERIFF'S DEPARTMENT	76.08
	SHER OFF/OFFICE SUPPLY	GENERAL FUND	SHERIFF'S DEPARTMENT	156.40
	SHER OFF/OFFICE SUPPLY P&P/OFFICE SUPPLY	GENERAL FUND	SHERIFF'S DEPARTMENT	85.48
			COMMUNITY CORRECTIONS	474.50
	P&P/OFFICE SUPPLY	COMMUNITY CORRECTI	COMMUNITY CORRECTIONS	301.86 1,972.33
RAYMOND JAMES & ASSOCIATES	RAYMOND JAMES & ASSOCIATE	ES GENERAL FUND	NON-DEPARTMENTAL	40,573.08
	RAYMOND JAMES & ASSOCIATE		NON-DEPARTMENTAL	2,388.23
	RAYMOND JAMES & ASSOCIATE		NON-DEPARTMENTAL	40,398.14
	RAYMOND JAMES & ASSOCIATE		NON-DEPARTMENTAL	2,370.90
				,
	RAYMOND JAMES & ASSOCIATE		NON-DEPARTMENTAL	9,947.52 420.00
	RAYMOND JAMES & ASSOCIATE		NON-DEPARTMENTAL	
	RAYMOND JAMES & ASSOCIATE		NON-DEPARTMENTAL	10,083.78
	RAYMOND JAMES & ASSOCIATE		NON-DEPARTMENTAL	420.00
	RAYMOND JAMES & ASSOCIATE			2,070.06
	RAYMOND JAMES & ASSOCIATE			2,070.06
	RAYMOND JAMES & ASSOCIATE			627.58
	RAYMOND JAMES & ASSOCIATE			627.58
	RAYMOND JAMES & ASSOCIATE		NON-DEPARTMENTAL	814.64
	RAYMOND JAMES & ASSOCIATE		NON-DEPARTMENTAL	814.64
	RAYMOND JAMES & ASSOCIATE	ES COMMUNITY CORRECTI	NON-DEPARTMENTAL	3,648.42
	RAYMOND JAMES & ASSOCIATE	ES COMMUNITY CORRECTI	NON-DEPARTMENTAL	3,634.38
			TOTAL:	120,909.01
REA, SARAH	MILEAGE REIMBURSEMENT/APF	R GENERAL FUND	HEALTH DEPARTMENT	27.27
			TOTAL:	27.27
REDWOOD TOXICOLOGY LAB, INC.	LAB SERVICES/MAR 2023	GENERAL FUND	JUVENILE DEPARTMENT	122.22
	LAB SERVICES/MAR 2023	COMMUNITY CORRECTI	COMMUNITY CORRECTIONS	134.48
			TOTAL:	256.70
REEVE KEARNS, PC	SERVICES RENDERED/MAR 202	23 GENERAL FUND	PLANNING DEPARTMENT	4,075.00
			TOTAL:	4,075.00
RICOH USA, INC.	VETERANS COPIER USE/MAR 2	0 GENERAL FUND	VETERANS	26.57
			TOTAL:	26.57
RILL, TAMMY	GRAND JURY FEE/APRIL 2023	GENERAL FUND	DISTRICT ATTORNEY	9.00
			TOTAL:	9.00
ROSE, JESSICA	COORDINATOR SERV/JAN-MAR		JUVENILE DEPARTMENT	1,000.00
	COORDINATOR SERV/JAN-MAR	2 COMMUNITY CORRECTI	COMMUNITY CORRECTIONS	5,250.00
			TOTAL:	6,250.00
RWC INTERNATIONAL, LTD.	#1002/TRANSMISSION INSTAI		ROAD DEPARTMENT	3,588.75
	#1002/TRANSMISSION INSTAI	LL ROAD FUND	ROAD DEPARTMENT	7,990.31
	#1002/TRANSMISSION INSTAI	LL ROAD FUND	ROAD DEPARTMENT	100.00
	#1002/TRANSMISSION INSTAI	LL ROAD FUND	ROAD DEPARTMENT	502.43
			TOTAL:	12,181.49

VENDOR NAME	DESCRIPTION	FUND	DEPARTMENT	INUOMA
RYDER ELECTION SERVICES, LLC	BALLOTS/MAY 2023 ELECT	GENERAL FUND	COUNTY CLERK	2,851.02
	ELECTION PROGRM/MAY 2023 E	GENERAL FUND	COUNTY CLERK	1,741.25
			TOTAL:	4,592.27
SANITARY DISPOSAL, INC.	NTS FEE MAR 2023	GENERAL FUND	NORTH TRANSFER STATION	4,938.02
			TOTAL:	4,938.02
SECRETARY OF STATE	AUDIT FILING FEE/2021-22	GENERAL FUND	ADMINISTRATIVE SERVICE	350.00_
			TOTAL:	350.00
SHERRELL CHEVROLET	#162/DOOR PULL HANDLE	ROAD FUND	ROAD DEPARTMENT	95.18_
			TOTAL:	95.18
SME SOLUTIONS, LLC	REPAIR FUEL PUMP	ROAD FUND	ROAD DEPARTMENT	489.45
			TOTAL:	489.45
SMITTY'S ACE HARDWARE	#1408/CAM LOCK	GENERAL FUND	PUBLIC WORKS ADMIN	27.96
	GM/BUILDING MAINT	GENERAL FUND	PUBLIC WORKS-GEN MAINT	11.38
	GM/BUILDING MAINT	GENERAL FUND	PUBLIC WORKS-GEN MAINT	33.99
	GM/PARTS	GENERAL FUND	PUBLIC WORKS-GEN MAINT	11.99
	GM/BUILDING MAINT	GENERAL FUND	PUBLIC WORKS-GEN MAINT	4.72
	GM/BUILDING MAINT	GENERAL FUND	PUBLIC WORKS-GEN MAINT	36.34
	OHV/BUILDING MAINT, SMALL T	PARK FUND	ATV PARK	603.29
	OHV/BUILDING MAINT,SMALL T		ATV PARK	606.87
			TOTAL:	1,336.54
SPOT ON SEPTIC	SANITARY SERV-FAIR/MAR 202	FAIR	SPECIAL EVENT	1,450.00
			TOTAL:	1,450.00
SS EQUIPMENT, INC	OHV/MAVERICK HD 60 MOWER	PARK FUND	ATV PARK	9,252.44
	#788/SKIDSTEER REPAIR	PARK FUND	ATV PARK	1,291.77
			TOTAL:	10,544.21
STAPLES	FINANACE/OFFICE SUPPLY	GENERAL FUND	ADMINISTRATIVE SERVICE	49.99
	FINANACE/OFFICE SUPPLY	GENERAL FUND	ADMINISTRATIVE SERVICE	2.99_
			TOTAL:	52.98
STATE FORESTER-OR DEPT OF FORESTRY	STATE FORESTER-OR DEPT OF	STATE FIRE PATROL	FOREST PATROL	574.58_
			TOTAL:	574.58
STATE OF OREGON	STATE OF OREGON	GENERAL FUND	COUNTY CLERK	320.05
	ASSR WTRMSTR PROG/JAN-MAR	GENERAL FUND	NON-DEPARTMENTAL	3,055.00
	STATE OF OREGON	COUNTY ASSESSMENT	CO ASSESSMENT & TAXATI	10,327.79
	STATE OF OREGON	STATE HOUSING FUND	STATE HOUSING FUND	18,537.41
			TOTAL:	32,240.25
SUNNYSLOPE MARKETING, LLC	PARKS/BROCHURE DESIGN	PARK FUND	ATV PARK	160.00_
			TOTAL:	160.00
SUSSMAN SHANK, LLP	SERVICES RENDERED/ASSESSOR	GENERAL FUND	ASSESSOR/TAX COLLECTOR	474.00
			TOTAL:	474.00
SYKES PUBLISHING	TREASURER/ENVELOPE PRINTIN	GENERAL FUND	TREASURER	182.45
	PLANNING/DISPLAY AD	GENERAL FUND	PLANNING DEPARTMENT	79.75
	OHV-STS-AIRPORT/LEG NOT,DI	GENERAL FUND	SOLID WASTE TRNS STATI	46.88

VENDOR NAME

DESCRIPTION FUND DEPARTMENT AMOUNT

VENDOR NAME	DESCRIPTION	FUND	DEPARTMENT	AMOUN1_
	•		SPECIAL TRANSPORTATION	132.00
			SPECIAL TRANSPORTATION	86.63
			SPECIAL TRANSPORTATION	55.00
	OHV-STS-AIRPORT/LEG NOT,DI		CUTSFORTH PARK	38.62
	OHV-STS-AIRPORT/LEG NOT,DI		ANSON WRIGHT PARK	38.63
	OHV-STS-AIRPORT/LEG NOT,DI	PARK FUND	ATV PARK	38.63
	DISPATCH/BUSINESS CARDS	COMMUNITY CORRECTI	COMMUNITY CORRECTIONS	39.00
	DISPATCH/BUSINESS CARDS	COMMUNITY CORRECTI	COMMUNITY CORRECTIONS	39.00
	DISPATCH/BUSINESS CARDS	COMMUNITY CORRECTI	COMMUNITY CORRECTIONS	39.50_
			TOTAL:	1,068.09
SYKES, DAVID	MILEAGE REIMBURSE/FEB 2023	GENERAL FUND	BOARD OF COMMISSIONERS	155.89
	VISA REIMBURSE/RECPT FOUND	GENERAL FUND	BOARD OF COMMISSIONERS	43.01_
			TOTAL:	198.90
TEAMSTERS LOCAL 223	TEAMSTERS LOCAL 223	GENERAL FUND	NON-DEPARTMENTAL	1,098.50
IBANGIENG HOCAL 223	TEAMSTERS LOCAL 223	GENERAL FUND	NON-DEPARTMENTAL	1,098.50
	TEAMSTERS LOCAL 223	911 EMERGENCY FUND		73.50
	TEAMSTERS LOCAL 223	911 EMERGENCY FUND		73.50
	TEAMSTERS LOCAL 223	COMMUNITY CORRECTI		229.00
	TEAMSTERS LOCAL 223	COMMUNITY CORRECTI		229.00
	TEAMSTERS LOCAL 223	COMMONITI CORRECTI	TOTAL:	2,802.00
THERA COM, A CAREMARK COMPANY	HEALTH/10-NEXPLANON	GENERAL FUND	HEALTH DEPARTMENT	5,113.87_
			TOTAL:	5,113.87
TOWN OF LEXINGTON	WATER-PW OFFICE/MAR 2023	ROAD FUND	ROAD DEPARTMENT	49.00
	WATER-ROAD SHOP/MAR 2023	ROAD FUND	ROAD DEPARTMENT	57.75
	TOWN OF LEXINGTON	CITY OF LEXINGTON	CITY OF LEXINGTON	100.10
			TOTAL:	206.85
TRAFFIC SAFETY SUPPLY CO, INC	ROAD/100-TIRE BASE DRUMS	ROAD FUND	ROAD DEPARTMENT	1,143.33
			TOTAL:	1,143.33
UMATILLA CO FEDERAL	UMATILLA CO FEDERAL	GENERAL FUND	NON-DEPARTMENTAL	6,437.05
OMITTUM CO TEDUNE	UMATILLA CO FEDERAL	GENERAL FUND	NON-DEPARTMENTAL	6,437.05
	UMATILLA CO FEDERAL	ROAD FUND	NON-DEPARTMENTAL	555.00
	UMATILLA CO FEDERAL	ROAD FUND	NON-DEPARTMENTAL	555.00
	UMATILLA CO FEDERAL	911 EMERGENCY FUND		50.00
	UMATILLA CO FEDERAL	911 EMERGENCY FUND		50.00
	UMATILLA CO FEDERAL	PARK FUND	NON-DEPARTMENTAL	867.50
	UMATILLA CO FEDERAL	PARK FUND	NON-DEPARTMENTAL	867.50
	UMATILLA CO FEDERAL	COMMUNITY CORRECTI		50.00
	UMATILLA CO FEDERAL	COMMUNITY CORRECTI		50.00
	OMATTHIA CO FEDERAL	COMMONITI CONTECTI	TOTAL:	15,919.10
UMATILLA ELECTRIC COOPERATIVE	DOCKEN BLDG/MAR 2023	GENERAL FUND	HEALTH DEPARTMENT	316.17
	PUBLIC WORKS BLDGS/MAR 202		PUBLIC WORKS-GEN MAINT	88.70
	PUBLIC WORKS BLDGS/MAR 202		PUBLIC WORKS-GEN MAINT	1,307.30
	PUBLIC WORKS BLDGS/MAR 202		NORTH TRANSFER STATION	52.52
	PUBLIC WORKS BLDGS/MAR 202	ROAD FUND	ROAD DEPARTMENT	47.00
	RESTITUTION/INVOICE #20157			200.00
				5,806.10
	RESTITUTION/INVOICE #20157			

VENDOR NAME

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DESCRIPTION FUND DEPARTMENT AMOUNT

			TOTAL:	1,514.61
US CELLULAR	MERGED DEPT CELLS/APR 2023 (	GENERAL FUND	TREASURER	47.29
	MERGED DEPT CELLS/APR 2023	GENERAL FUND	VETERANS	73.72
	MERGED DEPT CELLS/APR 2023	GENERAL FUND	JUVENILE DEPARTMENT	94.58
	MERGED DEPT CELLS/APR 2023 (	GENERAL FUND	HEALTH DEPARTMENT	160.35
	MERGED DEPT CELLS/APR 2023 (	GENERAL FUND	HEALTH DEPARTMENT	32.07
	MERGED DEPT CELLS/APR 2023	GENERAL FUND	HEALTH DEPARTMENT	46.06
	MERGED DEPT CELLS/APR 2023	GENERAL FUND	HEALTH DEPARTMENT	32.07
	MERGED DEPT CELLS/APR 2023	GENERAL FUND	HEALTH DEPARTMENT	78.13
	MERGED DEPT CELLS/APR 2023	GENERAL FUND	HEALTH DEPARTMENT	32.07
	MERGED DEPT CELLS/APR 2023	GENERAL FUND	HEALTH DEPARTMENT	46.06
	MERGED DEPT CELLS/APR 2023	GENERAL FUND	PLANNING DEPARTMENT	29.49
	MERGED DEPT CELLS/APR 2023	GENERAL FUND	PLANNING DEPARTMENT	29.49
	MERGED DEPT CELLS/APR 2023	GENERAL FUND	EMERGENCY MANAGEMENT	63.70
	MERGED DEPT CELLS/APR 2023	GENERAL FUND	PUBLIC WORKS-GEN MAINT	203.80
	MERGED DEPT CELLS/APR 2023	GENERAL FUND	NORTH TRANSFER STATION	14.49
	MERGED DEPT CELLS/APR 2023	GENERAL FUND	NORTH TRANSFER STATION	81.65
	MERGED DEPT CELLS/APR 2023	GENERAL FUND	SOLID WASTE TRNS STATI	14.49
	MERGED DEPT CELLS/APR 2023	GENERAL FUND	WEED DEPT.	72.00
	MERGED DEPT CELLS/APR 2023 (	GENERAL FUND	NON-DEPARTMENTAL	47.29
	MERGED DEPT CELLS/APR 2023 (	GENERAL FUND	NON-DEPARTMENTAL	47.07
	MERGED DEPT CELLS/APR 2023 (	GENERAL FUND	NON-DEPARTMENTAL	157.72
	MERGED DEPT CELLS/APR 2023 1	ROAD FUND	ROAD DEPARTMENT	488.27
	MERGED DEPT CELLS/APR 2023 1	FAIR	NON-DEPARTMENTAL	32.07
	MERGED DEPT CELLS/APR 2023 1	ENFORCEMENT FUND	DISTRICT ATTORNEY	47.29
	MERGED DEPT CELLS/APR 2023	VICTIM/WITNESS ASS	DISTRICT ATTORNEY	32.07
	MERGED DEPT CELLS/APR 2023	PARK FUND	ATV PARK	132.60
			TOTAL:	2,135.89
US POSTAL SERVICE-HEPPNER POSTMASTER	POSTAGE/MAY 2023 ELECTION (	GENERAL FUND	COUNTY CLERK	1,106.29_
			TOTAL:	1,106.29
US POSTAL SERVICE-IRRIGON POSTMASTER	BOX 130 RENT-JUSTICE COURT (	GENERAL FUND	JUSTICE COURT	146.00
			TOTAL:	146.00
USDA, APHIS, GENERAL	APHIS-WILDLIFE SERV/MAR 20 (	GENERAL FUND	NON-DEPARTMENTAL	11,395.09
			TOTAL:	11,395.09
VERIZON WIRELESS	DA OFF DATA PLAN/APR 2023	GENERAL FUND	DISTRICT ATTORNEY	6.86
	SO CELL/MODEM-OHV INT/APR	GENERAL FUND	SHERIFF'S DEPARTMENT	1,533.18
	SO CELL/MODEM-OHV INT/APR	GENERAL FUND	SHERIFF'S DEPARTMENT	816.38
	SURVEYOR CELL/APR 2023	GENERAL FUND	SURVEYOR'S DEPARTMENT	42.44
	OHV CELL/APR 2023	PARK FUND	ATV PARK	40.88
	SO CELL/MODEM-OHV INT/APR	PARK FUND	ATV PARK	40.81_
			TOTAL:	2,480.55
VISA	LODGING-COMFORT SUITES/SAL (	GENERAL FUND	BOARD OF COMMISSIONERS	220.50
	FUEL-SHELL/TROUTDALE	GENERAL FUND	BOARD OF COMMISSIONERS	38.00
	FUEL-SHELL/IRRIGON (	GENERAL FUND	BOARD OF COMMISSIONERS	46.18
	MEAL-BUD JACKSON'S/LA GRAN	GENERAL FUND	BOARD OF COMMISSIONERS	33.50
	FUEL-SINCLAIR/BOARDMAN	GENERAL FUND	BOARD OF COMMISSIONERS	45.00
	LODGING-COMFORT SUITES/SAL	GENERAL FUND	BOARD OF COMMISSIONERS	220.50
	AOC-COUNTY COLLEGE 2023/DR (	GENERAL FUND	BOARD OF COMMISSIONERS	510.00
	BOC/OFFICE SUPPLY	GENERAL FUND	BOARD OF COMMISSIONERS	51.92
	FUEL-SINCLAIR/LEXINGTON	GENERAL FUND	BOARD OF COMMISSIONERS	45.42

VENDOR NAME DESCRIPTION FUND DEPARTMENT AMOUNT

COMMISSIONERS AP REPORT PAGE: 23

FUEL-MOBIL/HEPPNER	GENERAL	FUND	BOARD OF COMMISSIONERS	45.76
MEAL-MOMIJI/SALEM	GENERAL	FUND	BOARD OF COMMISSIONERS	20.48
LODGING-COMFORT SUITES/SAL	GENERAL	FUND	BOARD OF COMMISSIONERS	110.25
MEAL-SUBWAY/HAPPY VALLEY	GENERAL	FUND	BOARD OF COMMISSIONERS	10.88
FUEL-CHEVERON/HAPPY VALLEY	GENERAL	FUND	BOARD OF COMMISSIONERS	46.80
2016 RAV4/FULL SERVICE	GENERAL	FUND	BOARD OF COMMISSIONERS	479.94
BOC/UBER TRIP FEE	GENERAL	FUND	BOARD OF COMMISSIONERS	48.95
BOC/UBER TRIP FEE	GENERAL	FUND	BOARD OF COMMISSIONERS	7.34
FUEL-SPACE AGE/HERMISTON	GENERAL	FUND	BOARD OF COMMISSIONERS	31.05
MEAL-BALLARD BREW/WASHINGT	GENERAL	FUND	BOARD OF COMMISSIONERS	22.07
BOC/UBER TRIP FEE	GENERAL	FUND	BOARD OF COMMISSIONERS	11.36
BOC/UBER TRIP FEE	GENERAL	FUND	BOARD OF COMMISSIONERS	3.00
BOC/UBER TRIP FEE	GENERAL	FUND	BOARD OF COMMISSIONERS	10.02
BOC/UBER TRIP FEE	GENERAL	FUND	BOARD OF COMMISSIONERS	19.61
BOC/UBER TRIP FEE	GENERAL	FUND	BOARD OF COMMISSIONERS	1.00
BOC/UBER TRIP FEE	GENERAL	FUND	BOARD OF COMMISSIONERS	9.42
MEAL-SUBWAY/SEATTLE	GENERAL	FUND	BOARD OF COMMISSIONERS	8.03
BOC/TAXI TRIP FEE	GENERAL	FUND	BOARD OF COMMISSIONERS	20.75
MEAL-BUCKNUM'S/HEPPNER	GENERAL	FUND	ADMINISTRATIVE SERVICE	31.05
FINANACE/SMARTSHEET SUBSCR	GENERAL	FUND	ADMINISTRATIVE SERVICE	84.00
FIN/PUB NOTC FINANACE BUDG	GENERAL	FUND	ADMINISTRATIVE SERVICE	14.00
FUEL-SINCLAIR/LEXINGTON	GENERAL	FUND	JUSTICE COURT	33.49
FUEL-SINCLAIR/LEXINGTON	GENERAL	FUND	JUSTICE COURT	36.08
FUEL-SINCLAIR/LEXINGTON	GENERAL	FUND	JUSTICE COURT	34.00
JUSTICE CRT/BUILDING MAINT	GENERAL	FUND	JUSTICE COURT	36.48
OACA MEMBERSHIP 2023/JONES	GENERAL	FUND	JUSTICE COURT	77.21
OACA MEMBERSHIP 2023/PERCH	GENERAL	FUND	JUSTICE COURT	77.21
	GENERAL		JUSTICE COURT	205.90
· .	GENERAL	FUND	JUSTICE COURT	205.90
ADOBE MONTHLY SUBSCRIPT/DA			DISTRICT ATTORNEY	9.99
	GENERAL		DISTRICT ATTORNEY	257.80
	GENERAL		DISTRICT ATTORNEY	87.89
	GENERAL		DISTRICT ATTORNEY	26.99
	GENERAL		DISTRICT ATTORNEY	24.00
MEAL-IN AND OUT/KEIZER	GENERAL		DISTRICT ATTORNEY	12.25
LODGING-HOME2SUITES/SALEM			DISTRICT ATTORNEY	171.90
DA OFFICE/OFFICE SUPPLY	GENERAL		DISTRICT ATTORNEY	82.79
MEAL-GOLDEN ROSE/HOOD RIVE			DISTRICT ATTORNEY	22.50
MEAL-DOUBLE MTN/HOOD RIVER			JUVENILE DEPARTMENT	14.25
•	GENERAL		SHERIFF'S DEPARTMENT	
,				63.46
•	GENERAL GENERAL		SHERIFF'S DEPARTMENT SHERIFF'S DEPARTMENT	52.10
•			SHERIFF'S DEPARTMENT	569.35 60.31
MEAL-OWL'S NEST/SUNRIVER				
SHER OFF/BUCKNUM'S INTERV			SHERIFF'S DEPARTMENT	48.30
UNIFORM EXPENSE	GENERAL		SHERIFF'S DEPARTMENT	115.88
UNIFORM EXPENSE	GENERAL		SHERIFF'S DEPARTMENT	89.99
SHER OFF/K-9 EXP	GENERAL		SHERIFF'S DEPARTMENT	73.90
•	GENERAL		SHERIFF'S DEPARTMENT	192.47
•	GENERAL		SHERIFF'S DEPARTMENT	173.40
SHER OFF/OFFICE SUPPLY	GENERAL		SHERIFF'S DEPARTMENT	10.95
SHER OFF/USPS PACKAGE SHIP			SHERIFF'S DEPARTMENT	6.25
SHER OFF/OFFICE SUPPLY	GENERAL		SHERIFF'S DEPARTMENT	60.95
•	GENERAL		SHERIFF'S DEPARTMENT	23.88
•	GENERAL		SHERIFF'S DEPARTMENT	19.98
MEAL-FRANKIE DOODLES/SPOKA			SHERIFF'S DEPARTMENT	17.04
SHER OFF/USPS PACKAGE SHIP	GENERAL	FUND	SHERIFF'S DEPARTMENT	5.55

VENDOR NAME

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DESCRIPTION FUND DEPARTMENT

AMOUNI

SHER OFF/PARKING-SACRED/SP	CENERAL FUND	SHERIFF'S DEPARTMENT	4.00
SHER OFF/PARKING-SACRED/SP		SHERIFF'S DEPARTMENT	4.00
SHER OFF/RELIAS ACADEMY TR		SHERIFF'S DEPARTMENT	15.95
NTOA CONFERENCE 2023	GENERAL FUND	SHERIFF'S DEPARTMENT	304.00
NTOA CONFERENCE 2023	GENERAL FUND	SHERIFF'S DEPARTMENT	304.00
FUEL-CHEVERON/LOVELOCK	GENERAL FUND	SHERIFF'S DEPARTMENT	75.84
MEAL-CAFE ESPRESSO/RENO	GENERAL FUND	SHERIFF'S DEPARTMENT	32.88
	GENERAL FUND	SHERIFF'S DEPARTMENT	29.85
MEAL-PEPPERMILL/RENO	GENERAL FUND		
MEAL-PEPPERMILL/RENO		SHERIFF'S DEPARTMENT	46.09
MEAL-PEPPERMILL/RENO	GENERAL FUND	SHERIFF'S DEPARTMENT	59.57
LODGING-PEPPERMILL/RENO	GENERAL FUND	SHERIFF'S DEPARTMENT	569.35
SHER OFF/OFFICE SUPPLY	GENERAL FUND	SHERIFF'S DEPARTMENT	57.50
MEAL-OWL'S NEST/SUNRIVER	GENERAL FUND	SHERIFF'S DEPARTMENT	69.36
ZOOM/1YR SUBSCRIPTION-HEAL		HEALTH DEPARTMENT	149.90
PLANNING/ZAMZAR PLAN	GENERAL FUND	PLANNING DEPARTMENT	9.09
MEAL-RUSTIC TRUCK/IRRIGON	GENERAL FUND	PLANNING DEPARTMENT	41.40
PLANNING/CAR WASH	GENERAL FUND	PLANNING DEPARTMENT	14.00
FUEL-SHELL/IRRIGON	GENERAL FUND	PLANNING DEPARTMENT	34.00
CHEROKEE 2019/FULL SERVICE	GENERAL FUND	PLANNING DEPARTMENT	120.81
PLANNING/COM MEET SNACKS	GENERAL FUND	PLANNING DEPARTMENT	16.69
FUEL-SHELL/IRRIGON	GENERAL FUND	PLANNING DEPARTMENT	36.00
FUEL-SINCLAIR/LEXINGTON	GENERAL FUND	EMERGENCY MANAGEMENT	88.12
GM/BUILDING MAINT	GENERAL FUND	PUBLIC WORKS-GEN MAINT	338.00
GM/BUILDING MAINT	GENERAL FUND	PUBLIC WORKS-GEN MAINT	157.13
NTS/GROUNDS MAINT	GENERAL FUND	NORTH TRANSFER STATION	197.16
IT/COMPUTER HARDWARE	GENERAL FUND	COMPUTER	685.80
MEAL-CAMP 18/SEASIDE	GENERAL FUND	WEED DEPT.	25.79
LODGING-INN AT SEASIDE/SEA	GENERAL FUND	WEED DEPT.	429.30
MEAL-TORA SUSHI/SEASIDE	GENERAL FUND	WEED DEPT.	17.00
MEAL-PIG N' PANCAKE/SEASID	GENERAL FUND	WEED DEPT.	15.95
MEAL-NORMA'S SEAFOOD/SEASI		WEED DEPT.	15.00
MEAL-DOODGER'S SEAFOOD/SEA	GENERAL FUND	WEED DEPT.	22.77
MEAL-KOBE SUSHI/HOOD RIVER		WEED DEPT.	29.00
MEAL-PIG N' PANCAKE/SEASID		WEED DEPT.	15.95
WEED/1YR PLANT IDENTIFIER		WEED DEPT.	29.99
MEAL-PIG N' PANCAKE/SEASID		WEED DEPT.	15.95
ZOOM/1MO SUSCRIPT-10CT		NON-DEPARTMENTAL	262.31
ROAD/STORAGE SHELF	ROAD FUND	ROAD DEPARTMENT	159.00
FUELCLOUD BOX 3/09-4/09/23		ROAD DEPARTMENT	95.00
ROAD/2-SAFETY VEST		ROAD DEPARTMENT	146.07
ROAD/KEY CHAINS FOR FLEET		ROAD DEPARTMENT	259.40
FUEL-MOBIL/HEPPNER			
ADOBE PRO 1YR/FAIR		NON-DEPARTMENTAL	239.88
FAIR/FACEBOOK AD		SPECIAL EVENT	37.90
FAIR/EVENT SUPPLY		SPECIAL EVENT	96.74
FAIR/COMFORT INN/HERM-ST P		SPECIAL EVENT	110.64
FAIR/COMFORT INN/HERM-ST P		SPECIAL EVENT	125.25
FAIR/FACEBOOK AD	FAIR	SPECIAL EVENT	75.00
ADOBE MONTHLY SUBSCRIPT/MC			
MCPT/FLEETIO PRO PLAN SUBS	SPEC TRANSPORTATIO	SPECIAL TRANSPORTATION	
MCPT/PROGRAM SUPPLY	SPEC TRANSPORTATIO	SPECIAL TRANSPORTATION	43.30
OHV-CUT/STARLINK SERV-MAR	PARK FUND	CUTSFORTH PARK	110.00
AW/STARLINK SERV-FEB 2023	PARK FUND	ANSON WRIGHT PARK	110.00
AW/STARLINK SERV-MAR 2023	PARK FUND	ANSON WRIGHT PARK	110.00
ADOBE MONTHLY SUBSCRIPT/OH	PARK FUND	ATV PARK	54.99
OHV-CUT/STARLINK SERV-MAR	PARK FUND	ATV PARK	110.00

#23-700/3' LIFT KIT DHV/TOOL BOX	PARK FUND	ATV PARK	312.99
•		AIV FARK	312.99
	PARK FUND	ATV PARK	428.00
OHV/SMALL TOOLS	PARK FUND	ATV PARK	499.00
•			4.50
			8.25
			15.77
			142.60
·			13.93
JNIFORM EXPENSE	COMMUNITY CORRECTI	COMMUNITY CORRECTIONS	145.00
P&P/TRANSITIONAL HOUSING	COMMUNITY CORRECTI	COMMUNITY CORRECTIONS	458.43
P&P/TRANSITIONAL HOUSING	COMMUNITY CORRECTI	COMMUNITY CORRECTIONS	458.43
P&P/OFFICE SUPPLY	COMMUNITY CORRECTI	COMMUNITY CORRECTIONS	66.98
FUEL-SHELL/IRRIGON	COMMUNITY CORRECTI	COMMUNITY CORRECTIONS	78.04
FUEL-KENNEWICK TRUCK STOP/	COMMUNITY CORRECTI	COMMUNITY CORRECTIONS	61.73
P&P/TRANSITIONAL HOUSING	COMMUNITY CORRECTI	COMMUNITY CORRECTIONS	458.43
		TOTAL:	15,434.55
INTERPRETER FEE/MAR 08 202	GENERAL FUND	DISTRICT ATTORNEY	126.09
		TOTAL:	126.09
#21-001/FILTERS FOR SHOULD	ROAD FUND	ROAD DEPARTMENT	347.02
#1320/SHIFT SWITCH	ROAD FUND	ROAD DEPARTMENT	37.14
	ROAD FUND	ROAD DEPARTMENT	497.99
			152.96
			40.72
•			16.80
			83.37
PETOOT/ FIBIER	ROAD FORD	TOTAL:	1,176.00
uparmu pupi /Man 2022	CENEDAL EUND	UEALMU DEDADMMENM	161.52
			75.00
•			498.67
			842.70
ACPT FUEL/APR 2023	SPEC TRANSPORTATIO		1,143.29
		TOTAL:	2,721.18
NILLOW CREEK PARK DIST	WILLOW CREEK PARK	WILLOW CREEK PARK DIST	513.61
		TOTAL:	513.61
SERVICES RENDERED/MAR 2023	GENERAL FUND	NON-DEPARTMENTAL	3,225.00
		TOTAL:	3,225.00
		TOTAL:	3,225.00
	ACPT/CAR WASH ACPT/CAR WASH ACPT/OFFICE SUPPLY ACPT/ADVERTISING ACPT/ADVERTISING—JOB SEARC INIFORM EXPENSE PAP/TRANSITIONAL HOUSING PAP/TRANSITIONAL HOUSING PAP/OFFICE SUPPLY FUEL-SHELL/IRRIGON FUEL-KENNEWICK TRUCK STOP/ PAP/TRANSITIONAL HOUSING ACPT/TRANSITIONAL HOUSING ACPT/T	ACPT/CAR WASH  ACPT/CAR WASH  ACPT/OFFICE SUPPLY  5310 - FTA GRANT F  ACPT/OFFICE SUPPLY  5310 - FTA GRANT F  ACPT/ADVERTISING  ACPT/ADVERTISING  ACPT/ADVERTISING-JOB SEARC  COMMUNITY CORRECTI  COMMUNITY CO	ACPT/CAR WASH  5310 - FTA GRANT F 5310 FTA GRANT  ACPT/CAR WASH  5310 - FTA GRANT F 5310 FTA GRANT  ACPT/OFFICE SUPPLY  5310 - FTA GRANT F 5310 FTA GRANT  ACPT/ADVERTISING  5310 - FTA GRANT F 5310 FTA GRANT  ACPT/ADVERTISING  5310 - FTA GRANT F 5310 FTA GRANT  ACPT/ADVERTISING  5310 - FTA GRANT F 5310 FTA GRANT  COMMUNITY CORRECTI COMMUNITY CORRECTIONS  CAPTAMSITIONAL HOUSING  COMMUNITY CORRECTI COMMUNITY CORRECTIONS  COMMUNITY CORRECTI  COMMUNITY CORREC

VENDOR NAME DESCRIPTION FUND DEPARTMENT AMOUNT

======== FUND TOTALS =========		
101	GENERAL FUND	683,391.04
200	HERITAGE TRAIL FUND	932.50
202	ROAD FUND	480,388.10
205	AIRPORT FUND	14,039.03
206	LAW LIBRARY	234.00
207	911 EMERGENCY FUND	15,265.38
210	FINLEY BUTTES LICENSE FEE	608.00
214	FAIR	5,442.64
216	SPEC TRANSPORTATION FUND	8,248.35
218	ENFORCEMENT FUND	47.29
220	VICTIM/WITNESS ASSISTANCE	6,604.36
223	CAMI GRANT	28.90
227	CAPITAL IMPROVEMENT PROJ	467,400.47
231	JUSTICE COURT BAILS/FINES	23,507.46
238	PARK FUND	37,491.00
322	COURT SECURITY FUND	8,162.47
504	5310 - FTA GRANT FUND	3,276.53
510	COMMUNITY CORRECTIONS	34,409.02
514	IONE SCH DIST B&I	1,745.46
515	BOARDMAN URBAN RENEW	385.27
516	RADIO DISTRICT	1,514.61
519	WEST BOARDMAN URA	218.50
617	MORROW CO HEALTH DISTRICT	8,353.98
621	CITY OG BOARDMAN B&I	1,032.15
623	CITY OF IRRIGON B & I	534.50
626	MAN. STRUCTURE OMBUDSMAN	14.67
630	PORT OF MORROW	750.03
631	CITY OF BOARDMAN	6,535.29
632	CITY OF HEPPNER	1,433.66
633	CITY OF IONE	200.06
634	CITY OF IRRIGON	637.36
635	CITY OF LEXINGTON	100.10
636	BOARDMAN RFPD	5,362.65
	BOARDMAN RFPD	
		1,082.79 211.74
		385.08
639		
640	IONE REPD	4,650.57
642	BOARDMAN CEMETERY	165.56
	HEPPNER CEMETERY	166.57
	IONE-LEX CEMETERY	182.80
	IRRIGON CEMETERY	75.01
	WILLOW CREEK PARK DIST	513.61
	BOARDMAN PARK	1,745.19
	IRRIGON PARK	298.11
	BOARDMAN PARK B & I	2,313.79
	MORROW COUNTY UNIFIED REC	•
	HEPPNER WATER CONT DIST	33.14
	MORROW CO SCHOOL DIST	33,179.60
	UMATILLA-MORROW ESD	5,399.66
	BLUE MT EDUC DISTRICT	5,799.26
	BULE MT B & I	1,752.29
	N MORROW VECTOR CONTROL	2,070.22
	OREGON TRAIL LIBRARY DIST	
666	STATE FIRE PATROL	574.58

05-15-2023 04:41 PM COMMISSIONERS AP REPORT PAGE:

DESCRIPTION FUND DEPARTMENT 681 COUNTY ASSESSMENT & TAX 10,327.79 685 STATE HOUSING FUND 18,537.41 688 IONE SCHOOL DISTRICT 2,211.09 690 HEPPNER RFD BOND 87.39 128.57 691 CITY OF HEPPNER FIRE BOND 695 M.C. RETIRE. PLAN TRUST 42,237.99 699 UNSEGREGATED TAXES 81.32 GRAND TOTAL: 2,054,514.71 -----

TOTAL PAGES: 27

VENDOR NAME

05-15-2023 04:41 PM

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SELECTION CRITERIA

SELECTION OPTIONS

VENDOR SET: 01-MORROW COUNTY

VENDOR: All CLASSIFICATION: All BANK CODE: All

ITEM DATE: 0/00/0000 THRU 99/99/9999

ITEM AMOUNT: 99,999,999.00CR THRU 99,999,999.00

GL POST DATE: 0/00/0000 THRU 99/99/9999 4/01/2023 THRU 4/30/2023 CHECK DATE:

PAYROLL SELECTION

PAYROLL EXPENSES: YES EXPENSE TYPE: GROSS

4/01/2023 THRU 4/30/2023

PRINT OPTIONS

CHECK DATE:

PRINT DATE: None

SEQUENCE: By Vendor Name

DESCRIPTION: Item

GL ACCTS:

REPORT TITLE: COMMISSIONERS AP REPORT

SIGNATURE LINES: 0

PACKET OPTIONS

INCLUDE REFUNDS: YES INCLUDE OPEN ITEM:NO

# Legislative Updates

Submitted by: Tamra Mabbott, Planning Director

## House Bill, Senate Bill or Legislative Concept Number:

SB 1013

(SB 1013 is similar to HB 2203 which would apply to lands zoned Exclusive Farm Use – this Bill had a hearing on 1/19 with House Committee on Agriculture, Land Use, Natural Resources).

### Summary of Bill or Legislative Concept:

Original version requires a county to allow rural homeowners to site one recreational vehicle on their property.

Concept supported by some counties who lost a large number of homes to wildfire.

## **Impact to Morrow County:**

Negative impacts for areas with existing water quality problems. Challenge and increase work for Code Compliance. Very difficult to track for compliance with other regulations such as water and sewer.

-3 amendments change the language "shall" to "may" would allow county the option to decide whether and in what zones or areas this would be good for county and rural residents.

### Recommendation to Commissioners:

AOC supports the bill with -3 amendments, which is suitable for Morrow County.

# Senate Bill 1013

Sponsored by Senator HAYDEN (at the request of Clackamas County Chair Tootie Smith)

#### **SUMMARY**

The following summary is not prepared by the sponsors of the measure and is not a part of the body thereof subject to consideration by the Legislative Assembly. It is an editor's brief statement of the essential features of the measure as introduced.

Requires counties to allow certain rural homeowners to site one recreational vehicle on their property.

#### A BILL FOR AN ACT

- 2 Relating to residential tenancies in recreational vehicles; creating new provisions; and amending ORS 197.493.
- 4 Be It Enacted by the People of the State of Oregon:
- 5 SECTION 1. Section 2 of this 2023 Act is added to and made a part of ORS chapter 215.
- 6 SECTION 2. (1) As used in this section:

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- (a) "Recreational vehicle" means a recreational vehicle with motive power that is titled with the Department of Transportation.
- (b) "Rural area" means an area zoned for rural residential use as defined in ORS 215.501 or land that is within the urban growth boundary of a metropolitan service district, but not within the jurisdiction of any city, and zoned for residential use.
- (2) A county shall allow an owner of a lot or parcel in a rural area to site on the property one recreational vehicle that is used for residential purposes and is subject to a residential rental agreement, provided:
- (a) The property is not within an area designated as an urban reserve as defined in ORS 195.137;
- (b) A single-family dwelling that is occupied as the primary residence of the property owner is sited on the property;
- (c) There are no other dwelling units on the property and no portion of the single-family dwelling is rented as a residential tenancy;
- (d) The property owner will not allow the use of the recreational vehicle space or recreational vehicle for vacation occupancy, as defined in ORS 90.100, or other short-term uses;
  - (e) The recreational vehicle is owned or leased by the tenant; and
- (f) The property owner will provide essential services to the recreational vehicle space, as described in ORS 90.100 (13)(b).
- (3) A county may require that an owner of a lot or parcel who sites a recreational vehicle under this section:
  - (a) Register the use with the county.
- (b) Enter into a written residential rental agreement with the tenant of the recreational vehicle.
  - (c) Limit the amount of payments that the property owner may accept from the tenant

under ORS 90.140 to those reasonably necessary to cover the owner's costs or losses.

(d) Require that the recreational vehicle comply with any reasonable appearance, repair, inspection or siting standards adopted by the county.

SECTION 3. ORS 197.493 is amended to read:

197.493. (1) A state agency or local government may not prohibit the placement or occupancy of a recreational vehicle, or impose any limit on the length of occupancy of a recreational vehicle as a residential dwelling, solely on the grounds that the occupancy is in a recreational vehicle, if the recreational vehicle is:

#### (a) Allowed under section 2 of this 2023 Act;

- [(a)(A)] (b)(A) Located in a manufactured dwelling park, mobile home park or recreational vehicle park;
  - (B) Occupied as a residential dwelling; and
- 13 (C) Lawfully connected to water and electrical supply systems and a sewage disposal system; 14 or
  - [(b)] (c) On a lot or parcel with a manufactured dwelling or single-family dwelling that is uninhabitable due to damages from a natural [disasters] disaster, including wildfires, earthquakes, flooding or storms, until no later than the date:
    - (A) The dwelling has been repaired or replaced and an occupancy permit has been issued;
  - (B) The local government makes a determination that the owner of the dwelling is unreasonably delaying in completing repairs or replacing the dwelling; or
    - (C) Twenty-four months after the date the dwelling first became uninhabitable.
  - (2) Subsection (1) of this section does not limit the authority of a state agency or local government to impose other special conditions on the placement or occupancy of a recreational vehicle.

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21 22 Requested by Senator HAYDEN

# PROPOSED AMENDMENTS TO SENATE BILL 1013

- On page 1 of the printed bill, line 3, after "197.493" insert "and 455.405".
- 2 Delete lines 7 and 8 and insert:
- "(a) 'Recreational vehicle' has the meaning given that term in ORS 174.101.".
- In line 12, delete "shall" and insert "may".
- 6 On page 2, after line 23, insert:
- **"SECTION 3.** ORS 455.405 is amended to read:
- 8 "455.405. (1) A recreational vehicle that has a title issued by the De-
- 9 partment of Transportation does not qualify as a structure. If a recreational
- vehicle is being converted to use as a structure, at the time of commencing
- the conversion the owner shall surrender the title and any registration is-
- 12 sued for the recreational vehicle to the department for cancellation. A rec-
- 13 reational vehicle that is converted to use as a structure is subject to the
- 14 state building code.
- "(2) There is a rebuttable presumption that a recreational vehicle has
- been converted to use as a structure if the recreational vehicle is located
- outside of a mobile home park as defined in ORS 446.003 and the vehicle:
- "(a) Has been rendered structurally immobile; [or]
- "(b) Has direct attachment to utilities[.]; and
- 20 "(c) Is owned by the owner of the real property on which it is 21 sited.".

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