

# MORROW COUNTY BOARD OF COMMISSIONERS MEETING AGENDA

Wednesday, April 19, 2023 at 9:00 a.m.

Bartholomew Building, Upper Conference Room

110 N. Court St., Heppner, Oregon

*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. Minutes: April 5<sup>th</sup>
  - b. CAFFA Program Grant (County Assessment Function Funding Assistance) Resolution No. R-2023-6
  - c. Letter in Support of House Bill 3205
  - d. Letter in Support of Boardman Fire Rescue District Applying for an Ambulance License
  - e. Amendment to Oregon Department of Human Services Intergovernmental Grant Agreement #178249, Water Deliveries
  - f. Resolution No. R-2023-5: In the Matter of Applying for a Local Government Grant from the Parks & Recreation Department, Heritage Trail
  - g. Partition Plat, Jody L. Marston, Public Dedication Acceptance
- 5. Business Items**
  - a. Stepping Stones Alliance Presentation (Jesalyn Cole, Executive Director)
  - b. Vietnam War Memorial Presentation (Steve Bates, President, Vietnam War Memorial Fund)
  - c. 9:45 a.m.: Columbia Development Authority Update (Greg Smith, Exec. Dir.)
  - d. Funding Request from South Morrow County Seniors Matter (Jerry Conklin)
  - e. Letter of Support to Oregon Broadband Office (Aaron Moss, Broadband Action Team)
  - f. Discuss Process and Timeline for Creation of New Ambulance Service Area Plan (Roberta Vanderwall, Interim Administrator)
  - g. Review Flyer on Nitrate-Related Activities (Roberta Vanderwall)
  - h. Report on Land Purchased for Transit Facility (Roberta Vanderwall)
  - i. Water Advisory Committee Appointments (Tamra Mabbott, Planning Director)
  - j. Amendment 1 to Intergovernmental Agreement with the City of Boardman for Building Department Services (Tamra Mabbott)
  - k. Code Enforcement Abatement Funds; Approve Committee (Tamra Mabbott)
  - l. Award Contract, Supply, Delivery & Application of Liquid Asphalt Emulsion (Eric Imes, Public Works Director)
  - m. Intent to Award, Labor Attorney Legal Services & Letter of Engagement (Lindsay Grogan, HR Director)
  - n. Award Contract, Audit Services (Kevin Ince, Finance Director)
  - o. Meeting Schedule to Discuss Relocation of the Oregon-Idaho State Border: May 3<sup>rd</sup>, August 16<sup>th</sup> & November 1<sup>st</sup>
- 6. Department Reports**
  - a. Surveyor's Quarterly Report (Matt Kenny, Contracted Surveyor)
  - b. Treasurer's Monthly Report (Jaylene Papineau)
  - c. Planning Department Monthly Report (Tamra Mabbott)

- d. Justice Court Quarterly Report (Glen Diehl)
  - e. Fair Office Quarterly Written Report
  - f. Emergency Management Quarterly Report (Paul Gray)
  - g. Juvenile Dept. Quarterly Report (Christy Kenny)
  - h. The Loop/Public Transit Quarterly Report (Benjamin Tucker)
  - i. Veterans Services Quarterly Report (Linda Skendzel)
  - j. Accounts Payable Monthly Report (Kevin Ince)
- 7. Legislative Updates**
- 8. Correspondence**
- 9. Commissioner Reports**
- 10. Executive Session:** Pursuant to ORS 192.660(e) – To conduct deliberations with persons designated by the governing body to negotiate real property transactions; and Pursuant to ORS 192.660(a) – To consider the employment of a public officer, employee, staff member or individual agent
- 11. Signing of documents**
- 12. Adjournment**

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

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

Pursuant to ORS 192.640, this agenda includes a list of the principal subjects anticipated to be considered at the meeting; however, the Board may consider additional subjects as well. This meeting is open to the public and interested citizens are invited to attend. Executive sessions are closed to the public; however, with few exceptions and under specific guidelines, are open to the media. The Board may recess for lunch depending on the anticipated length of the meeting and the topics on the agenda. If you have anything that needs to be on the agenda, please notify the Board office before noon of the preceding Friday. If something urgent comes up after this publication deadline, please notify the office as soon as possible. If you have any questions about items listed on the agenda, please contact 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 or 1-669-900-6833

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.
  - Instructions: <https://support.zoom.us/hc/en-us/articles/6643133682957-Enabling-and-configuring-translated-captions>
  - If you need further assistance, please contact Justin Nelson at [jnelson@co.morrow.or.us](mailto:jnelson@co.morrow.or.us)

**Morrow County Board of Commissioners Meeting Minutes**  
**April 5, 2023 – 9:00 a.m.**  
**Morrow County Government Center, Don Adams Conference Room**  
**Irrigon, Oregon**

**Present In-Person**

Chair David Sykes, Commissioner Jeff Wenholz, Commissioner Roy Drago Jr., Roberta Vanderwall, Roberta Lutcher, Justin Nelson; other non-staff attendees

**Present Via Zoom:** 53 staff and non-staff attendees

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

**City & Citizen Comments:** None

**Open Agenda:** Chair Sykes noted the update from PGE on its hydrogen project was removed from the agenda (item 5b).

**Consent Calendar:**

*Commissioner Wenholz moved to approve the following items in the Consent Calendar:*

- 1. Minutes: March 15<sup>th</sup>*
- 2. Amendments 7 & 8 to the 2022 Oregon Health Authority Intergovernmental Agreement #173145 for the Financing of Community Mental Health, Addiction Treatment, Recovery & Prevention, and Problem Gambling Services*
- 3. Professional Services Agreement with DLR Group; effective April 5, 2023 until March 30, 2024; not-to-exceed amount \$10,000; for a full building site analysis of three separate parcels of land for a Circuit Court building*

*Commissioner Drago seconded. Vote: Unanimous approval.*

**Business Items**

Community Counseling Solutions Quarterly Report

Kimberly Lindsay, Executive Director

Ms. Lindsay reviewed CCS' Diversity, Equity and Inclusion report; organizational chart; consumer survey, Kids Program, newsletter; and discussed continuing workforce challenges and associated legislation proposed to assist entities. Regarding her legislative update, the Commissioners agreed by consensus to review, and possibly sign, a letter drafted by Ms. Lindsay at the next meeting (House Bill 3205).

Update on Outside Legal Counsel's Review of Matters Related to the Morrow County Ambulance Service Area (ASA) Plan

Chair Sykes noted the Board would not take public comment on this item or the two subsequent items (Motion to Table Letter in Support of Ambulance Licensing; Request to Repeal Ordinance MC-C-4-98). He said the Board engaged Bob Blackmore, an attorney knowledgeable in these areas. Chair Sykes explained Mr. Blackmore presented the Board with his legal analysis after he reviewed multiple documents submitted by the Morrow County Health District (MCHD) and Boardman Fire Rescue District (BFRD).

Chair Sykes thanked everyone for their input in addressing ambulance service in the County and assured them they were heard. He said the following was a summary of Mr. Blackmore's advice:

- In the last month, the County Commission has taken action by engaging outside legal counsel to guide the Commissioners in understanding the County's legal obligations and responsibilities as the County moves forward in this process.
- First of all, the County's legal counsel has advised the Commissioners not to repeal the 1998 ASA Ordinance. A request to do so is on the agenda today and will be addressed. Counsel has instead advised the County to move forward in preparing a new ASA Plan that will address and resolve many of the issues.
- In addition, the County's legal counsel has advised the Commissioners that the 2021 ASA Plan is not legally effective as it was never legally approved by Morrow County. Counsel suggested a new ASA Plan could include many of the provisions of that plan and would be a good starting point.
- The Commissioners will discuss this advice, but if approved by the Board, Roberta Vanderwall, Interim Administrator; Paul Gray, Emergency Manager; and attorneys Justin Nelson and Bob Blackmore could be appointed to assist in development of the Plan, as needed.
- The goal in moving this forward would be to give everyone certainty, define ambulance service providers and territory, and in that process, create the best ambulance service plan for everyone in the County. Participation of MCHD and BFRD as essential partners would be very important in this process.
- If this road map is approved, the Commissioners could then instruct legal counsel and staff to begin work on a new ASA Plan as quickly as possible. Development of the new Plan would be with appropriate participation from all parties interested in ambulance service. In the interim, the Commissioners would expect ambulance services to continue as-is.

Chair Sykes then asked for discussion by the Board about the legal advice received, the proposed road map as laid out, and to take action, if desired.

Commissioner Wenzholz said based on Mr. Blackmore's legal advice, and since the current ASA Plan isn't legal, the County needed to develop a new ASA Plan and move forward with the people laid out, Ms. Vanderwall, Mr. Gray, Mr. Nelson, and engage Mr. Blackmore to get the process started. He also encouraged the group to engage a consultant to assist with drafting the Plan, as mentioned earlier by Mr. Blackmore; Commissioner Drago agreed.

*Commissioner Wenzholz moved that the County move forward with crafting a new ASA Plan and the people from the County would be Roberta Vanderwall, Justin Nelson, Paul Gray and Bob Blackmore as independent outside counsel, to start that process. Commissioner Drago seconded. Vote: Unanimous approval.*

Review the Motion to Table the Request for a Letter in Support of Ambulance Licensing from Boardman Fire Rescue District

Chair Sykes said because the County is developing a new ASA Plan, counsel has advised the Commissioners that certifying additional ambulance needs at this time, without a new Plan in place would not result in a new ambulance being in service. In other words, counsel advised that BFRD would not be able to obtain an ambulance license without being designated an ambulance

service area. Counsel said that if BFRD will be providing services through Umatilla County Fire, they should seek their letter from Umatilla County, and Morrow County will not oppose. Commissioner Drago said his question would be – we didn't have the opportunity to talk with the Bombing Range people for that aspect of it. It is in Morrow County, the question there is even if they were able to go out on the Bombing Range and be there in case something happened, they would have to transport through Morrow County, which isn't in an ASA. As far as the Bombing Range question, that was my concern, he said.

Commissioner Wenholz said Mr. Blackmore said nothing precluded the County from writing the letter of support. Mr. Blackmore said it was a circular issue – Oregon Health Authority (OHA) won't grant a license without having an area to serve as part of an ASA, but an entity can't have an area to serve in an ASA without having a license, so it's a circular issue. Again, Commissioner Wenholz said he'd go back and rely on what Mr. Blackmore said – there's nothing that prevents the County from signing that letter. So, as far as the issue that's before us, he said, he'd make a motion.

*Commissioner Wenholz moved to give them (BFRD) a letter that they can go to OHA and seek a license and OHA can determine whether or not they get that license. BFRD will get the letter from Morrow County and BFRD can move forward and OHA can sort it out. What BFRD has told us they want to do – transports for Good Shepherd, and whether we're the proper body or Umatilla County is the proper body, we'll let OHA sort that out. So, he said his motion was to send a letter of support. Commissioner Drago seconded. Discussion: Chair Sykes said, his opinion was do the ASA Plan first, that's the backbone of the whole thing, without anything else coming into play. Commissioner Drago said his question was, are we able to get the timing right with an ASA and then if in that ASA it allows an ambulance service area, does it delay the position of that service area to get a license. How do we time it to make it happen at the same time, he asked? Commissioner Wenholz said he didn't know the answer and understood Chair Sykes' point but he felt it was a chicken and egg type of thing. If through the ASA process, Boardman Fire were to be granted a service area, well, in a sense, they can't get a service area without a license. So, this allows them to go through the process to get a license. Commissioner Wenholz said he didn't think anyone was under the illusion they're going to be able to do transports in Morrow County because they don't have a service area in Morrow County. Vote: Aye: Commissioner Wenholz, Commissioner Drago. Nay: Chair Sykes. Motion carried.*

Mr. Nelson said staff was being directed to bring wording for the letter at the next BOC Meeting; Commissioner Wenholz said that was his recommendation – a generic letter that we support BFRD seeking a license, or something to that effect.

#### Request to Repeal Ordinance MC-C-4-98 – Regulating Ambulance Service Providers

*Commissioner Wenholz moved that we do not repeal the ordinance based on the advice from legal counsel, Bob Blackmore. Commissioner Drago seconded. Vote: Unanimous approval.*

#### Ordinance No. ORD-2023-3: Amending Approval of Permits for Construction in the Right-of-Way

Justin Nelson, County Counsel

Commissioner Wenholz declared there was a business with which he was associated that could be impacted, so until things were sorted out, he would abstain, even though he didn't think he had a conflict.

Mr. Nelson reviewed the 2019 amendment to Morrow County Code, Chapter 8.08, that required Board approval of permits over 200 longitudinal feet. He then discussed the proposed change that reverts approval back to the Public Works Director, as requested by the current Board. Mr. Nelson outlined how the Ordinance could be approved on an emergency basis, making it effective immediately. Chair Sykes and Commissioner Drago voiced their agreement and Mr. Nelson then read Ordinance No. ORD-2023-3 by title.

*Commissioner Drago moved to approve Ordinance No. ORD-2023-3: In the Matter of Amending Chapter 8 of the Morrow County Code Pertaining to the Approval of County Permits for Construction Work in County Road Rights-of-Way. Chair Sykes seconded. Discussion: Clarification took place on the approval process.*

**9:37-9:40 a.m.:** Zoom connection was lost; the Board took a break.

Former Commissioner, Don Russell, asked to comment on the Code change as he was in office when it occurred; he then proceeded to do so.

*Chair Sykes said he talked to people in the Road Department to seek assurance that they follow-up on the work by the permittees and investigate complaints by the public. Commissioner Drago asked again that the Public Works Director shall render a decision on all permits; Mr. Nelson said that was correct. The section that was removed pertained to the need for Board approval of permits over 200 longitudinal feet, he added. Vote: Aye: Chair Sykes, Commissioner Drago. Abstained: Commissioner Wenholz. Motion carried.*

Appointment Request, Public Transit Advisory Committee  
Benjamin Tucker, Transit Manager via Zoom

*Commissioner Wenholz moved to approve the appointment of Debbie Imus to the Morrow County Public Transit Advisory Committee; term to be April 5, 2023 to April 5, 2026. Commissioner Drago seconded. Vote: Unanimous approval.*

### **Department Reports**

- Sheriff's Office Written Monthly Report, as submitted by Administrative Lieutenant Melissa Camarillo
- District Attorney's Office Verbal Quarterly Report, provided by Mr. Nelson
- Human Resources Quarterly Report, provided by Lindsay Grogan, Director
- Public Health Verbal Quarterly Report, provided by Robin Canaday, Director
- Administrator's Monthly Report, provided by Ms. Vanderwall
- Road Department Monthly Report, provided by Mike Haugen, Assistant Road Master

### **Legislative Updates**

- Commissioner Wenholz reported House Bill 2618 died – it would have required data centers to get renewable power. It could have had an impact in Morrow County, he said.

### **Correspondence**

- Letter from Douglas McKay, Heppner District Ranger, U.S. Forest Service, soliciting comment on the proposal for the Parker's Mill Timber Stand and Wildlife Habitat Improvement Project.

### **Commissioner Reports**

- The Commissioners provided reports of recent activity.

**Break:** 10:27-10:35 a.m.

### **Executive Session**

Chair Sykes read the following citations: Pursuant to ORS 192.660(2)(g) – To consider preliminary negotiations involving matters of trade or commerce in which the governing body is in competition with governing bodies in other states or nations; and Pursuant to ORS 192.660(2)(f) – To consider information or records that are exempt by law from public inspection – (ORS 285C.620)

Commissioner Wenholz confirmed that the Executive Session was for the Strategic Investment Program (SIP) agreement; Mr. Nelson agreed. Mr. Nelson said the Board would return to the regular meeting at approximately 10:50 a.m.

Commissioner Wenholz stated there was a business that he was affiliated with that could be impacted by this so he would recuse himself from any discussions and actions related to it.

**10:52 a.m.:** Closed Executive Session

**10:54 a.m.:** Returned to Regular Meeting

**Present In-Person:** Chair Sykes, Commissioner Wenholz, Commissioner Drago, Roberta Vanderwall, Roberta Lutcher, Justin Nelson

**Present Via Zoom:** Mike Gorman, Benjamin Tucker, Roger Wehner, Erika Lasater, Aaron Palmquist

Commissioner Wenholz stated the agreement could potentially affect a business he was associated with and while he didn't think he had a conflict, until the Oregon Ethics Commission complaint was resolved, he wouldn't participate or take action.

**Public Hearing (ORS 285C.609(4)):** Strategic Investment Program Agreement with Amazon Data Services, Inc.

Chair Sykes opened the Public Hearing. He said it was required before the Oregon Business Development Commission could consider approving a SIP agreement. He explained how to offer testimony and called for abstentions or conflicts of interest, noting the earlier statement by Commissioner Wenholz. Chair Sykes called for the Staff Report and Summary.

Assessor/Tax Collector, Mike Gorman, said there was a proposal for SIP exemption from Amazon Data Services, Inc., for a site near Boardman. There will be a fairly large investment in this project that triggers a \$100 million taxable value and up to a \$2.5 million Community Service Fee, along with some negotiated additional payments, which includes future bonding and some proposed additional payments to benefit local infrastructure. This would be a 15-year exemption that starts after the project is certified operational. Mr. Gorman asked if there were any questions; no response.

Chair Sykes called for those wanting to speak in favor of the application. Hearing none, he asked if anyone wanted to speak in opposition to the application. Again, hearing none, he closed the Public Hearing at 10:59 p.m. to deliberate to a decision.

Mr. Nelson said he did not see any hands raised on Zoom or in the audience when comments were solicited, and he didn't receive any written comments through Zoom that there were any issues with commenting.

*Commissioner Drago moved to approve the Oregon Strategic Investment Program Agreement with Amazon Data Services, Inc. and direct staff to coordinate with Amazon Data Services, Inc., to submit the agreement to Business Oregon. Chair Sykes seconded. Vote: Aye: Chair Sykes and Commissioner Drago. Abstained: Commissioner Wenholz. Motion carried.*

*Commissioner Drago moved to approve Resolution No. R-2023-4: In the Matter of Requesting the Oregon Business Development Department Exempt the Amazon Data Service, Inc., Project from Property Taxation Under the Strategic Investment Program. Chair Sykes seconded. Vote: Aye: Chair Sykes and Commissioner Drago. Abstained: Commissioner Wenholz. Motion carried.*

### **Signing of documents**

**Adjourned:** 11:06 a.m.

**Morrow County Board of Commissioners Meeting Minutes**  
**April 5, 2023 – 2:30 p.m.**  
**Morrow County Government Center, Don Adams Conference Room**  
**Irrigon, Oregon**

**Present In-Person**

Chair David Sykes, Commissioner Jeff Wenholz, Commissioner Roy Drago Jr., Roberta Vanderwall, Roberta Lutcher

**No Attendees Via Zoom**

**Call to Order:** 2:32 p.m.

Chair Sykes read the following Executive Session citation: Pursuant to ORS 192.660(2)(a) – To consider the employment of a public officer, employee, staff member or individual agent

**2:35 p.m.:** The Board met in Executive Session

**5:36 p.m.:** The Board returned to open session

*Commissioner Drago said the only decision they were willing to make was to let the six candidates that weren't interviewed know the County won't be considering them for employment. Commissioner Wenholz seconded. Discussion: Commissioner Drago reiterated his earlier statement and said that was all he was willing to commit to and that they were not prepared to offer any other employment considerations. Vote: Unanimous approval.*

Discussion took place on scheduling another Executive Session on April 12<sup>th</sup>.

**Adjourned:** 5:40 p.m.



# AGENDA ITEM COVER SHEET

Morrow County Board of Commissioners

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## **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.

CAFFA stands for "County Assessment Function Funding Assistance Program" which was created in the late 1980's after an economic recession affected County assessment and tax functions around the state. The funding comes from a portion of recording fees and a portion of delinquent property tax interest and is administered by Oregon Department of Revenue.

The Assessor has historically completed and submitted the grant application. The grant application requires a Resolution from the County Commission guaranteeing an adequate level funding for county assessment and tax functions and is due May 1.

The dollar amount listed on the attached resolution for review purposes contains budget numbers from the 2023-24 proposed budget. The dollar amount listed on the resolution matches the amount listed on the grant application and includes the entire budget for assessment and tax as well as portions of the Treasurer's budget for tax distribution and the BoPTA (Board of Property Tax Appeals) budget.

Following are the amounts the grant has provided for the past three years,

2019-20: \$164,551.16

2020-21: \$159,654.37

2021-22: \$150,301.29

## **2. FISCAL IMPACT:**

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

Motion to Approve and Sign

☒ Attach additional background documentation as needed.



# Form 1 Grant Application Staffing

**2023-2024**

	<u>Column 1</u> Approved FTE current year (2022-23)	<u>Column 2</u> Budgeted FTE coming year (2023-24)	<u>Column 3</u> Change (Column 2 less Column 1)
County <u>MORROW</u>			
<b>A. Assessment administration</b>			
Assessor, deputy, etc. ....	1.00	1.00	0.00
Assmt. support staff, deed clerks and data entry staff	1.20	1.20	0.00
Total assessment administration staff .....	2.20	2.20	0.00
<b>B. Valuation and appraisal staff</b>			
Chief appraisers/appraiser supervisor .....	0.00	0.00	0.00
Lead appraisers .....	0.70	0.80	0.10
Residential appraisers .....	1.50	2.00	0.50
Commercial/industrial appraisers .....	0.20	0.20	0.00
Farm/forest/rural appraisers .....	0.30	0.50	0.20
Manufactured structure/floating structure appraisers	0.50	0.70	0.20
Personal property appraisers .....	0.10	0.10	0.00
Personal property clerks .....	0.10	0.10	0.00
Sales data analyst .....	0.60	0.60	0.00
Data gatherers and appraisal techs .....	0.00	0.00	0.00
Total valuation and appraisal staff .....	4.00	5.00	1.00
<b>C. Board of Property Tax Appeals (BoPTA)</b>	0.02	0.02	0.00
<b>D. Tax collection and distribution administration</b>			
Administration, deputy, etc. ....	0.40	0.40	0.00
Support and collection .....	0.40	0.40	0.00
Tax distribution .....	0.30	0.30	0.00
Foreclosure and garnishment .....	0.00	0.00	0.00
Total tax collection and distribution .....	1.10	1.10	0.00
<b>E. Cartography and GIS administration</b>			
Cartographic/GIS supervisor .....	0.00	0.00	0.00
Lead cartographers .....	0.00	0.00	0.00
Cartographers .....	0.00	0.00	0.00
GIS specialists .....	0.00	0.00	0.00
Total cartographic and GIS staff .....	0.00	0.00	0.00
<b>F. Dedicated IT services for A&amp;T</b>	0.00	0.00	0.00
<b>G. Total assessment and taxation staffing</b>	7.32	8.32	1.00



## Form 2 Explanation of Staffing Issues

2023-2024

County MORROW

In this section, explain any difference between approved staffing for the current year and staffing for the budgeted year. Explain why any funded positions were unfilled for the current year. Use this form to describe the intended use of nonpermanent workers (temporary help, project temporaries, and contractors) by A&T function, along with their cost. Note any special or unique aspects regarding who accomplishes the work and how they accomplish it related to Forms 4, 5, and 6. For example, if you use staff to perform personal property functions, other than those reported on Form 1, Section B, note that here and include the FTE.

The increase in appraisal staff is due to my requesting an appraisal position for BY 2023-24. The request for an additional appraisal position is due to the increased number of improved accounts, large exemptions and increased workload. Tax Collection is combined with Assessment.



# Form 3 General Comments

2023-2024

County MORROW

Use this form to describe any issue in your budget that needs further clarification. Examples include significant changes on Form 7, purchase of a new data processing system, salary increases, new car purchases, personnel services, costs for mapping, etc. You can also use this form to document any miscellaneous comments about this grant application.

Morrow County continues to have substantial growth in Real Market Value, Assessed Value and Certified Taxes (Historical Value and Tax Information Attached). Morrow County has not started the budget process yet for BY 2023-24, a copy of the approved budget for 2023-24 will provided at a later date. We have not implemented the "Mobile Assessor" hardware and software due to vender issues, we hope to have it implemented during the 2023-24 budget year.



# Form 4 Valuation and Appraisal Resources

**2023-2024**

County <u>MORROW</u>	Number of accounts by activity		Number of FTE by activity	
	Actual (2022-23)	Estimated (2023-24)	Actual (2022-23)	Estimated (2023-24)
<b>Activities</b>				
<b>1. Real property exceptions, special assessments and exemptions</b>				
New construction.....	690	700	0.50	0.70
Zone changes.....	1	0	0.10	0.10
Subdivisions, segregations, and consolidations ..	250	0	0.50	0.70
Omitted properties .....	5	5	0.05	0.05
Special assessment qualification and disqualification	40	45	0.50	0.50
Exemptions.....	100	120	0.30	0.50
Subtotal.....	1,086	870	1.95	2.55
<b>2. Appeals and assessor review</b>				
Assessor review and stipulations .....	20	30	0.10	0.10
BOPTA .....	0	5	0.05	0.05
Department of Revenue.....	5	5	0.10	0.10
Magistrate Division of the Oregon Tax Court.....	1	2	0.05	0.05
Regular Division of the Oregon Tax Court .....	0	0	0.00	0.00
Subtotal.....	26	42	0.30	0.30
<b>3. Real property valuation</b>				
Physical reappraisal.....	250	850	0.50	0.90
Recalculation only—no appraisal review .....	8,255	0	0.25	0.25
Subtotal.....	8,505	850	0.75	1.15
<b>4. Business personal property (returns mailed) .....</b>	100	100	0.30	0.30
<b>5. Ratio .....</b>			0.20	0.20
<b>6. Continuing education .....</b>			0.40	0.40
<b>7. Other valuation—appraisal activity .....</b>			1.00	1.00
<b>8. Total valuation and appraisal staff (FTE) .....</b>			4.90	5.90



# Form 5 Tax Collection and Distribution Work Activity

**2023-2024**

County MORROW

Number of accounts by activity	
Actual (2022-23)	Estimated (2023-24)

<b>1. Number of accounts requiring roll corrections</b>		
Business personal property .....	4	4
Personal property manufactured structures .....	4	4
Real property .....	20	20
<b>2. Number of accounts requiring a refund</b>		
Business personal property .....	1	1
Personal property manufactured structures .....	10	10
Real property .....	96	90
<b>3. Number of delinquent tax notices sent</b>		
Business personal property .....	50	50
Personal property manufactured structures .....	110	110
Real property .....	489	490
<b>4. Number of foreclosure accounts processed</b>		
Real property only .....	15	12
<b>5. Number of accounts issued redemption notices</b>		
Real property only .....	1	5
<b>6. Number of warrants .....</b>	72	70
<b>7. Number of garnishments.....</b>	0	0
<b>8. Number of seizures .....</b>	0	0
<b>9. Number of bankruptcies.....</b>	2	4
<b>10. Number of accounts with an address change processed .....</b>	3,040	3,200
<hr/>		
<b>11. How many second trimester statements do you mail? .....</b>	0	
<b>12. How many third trimester statements do you mail? .....</b>	0	
<b>13. Does the county contract for lock box service?.....</b>	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	
<b>14. Does the county use in-house remittance processing? .....</b>	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	
<b>15. Is tax collecting combined with another county function? .....</b>	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	
If yes, describe that function on Form 2.		



**Form 6**  
**Assessment and Administrative**  
**Support and Cartography**  
**Work Activity**

**2023-2024**

County MORROW

**Assessment and administrative support  
work activity**

	<u>Numbers by activity</u>	
	<u>Actual (2022-23)</u>	<u>Estimated (2023-24)</u>
1. Number of deeds worked .....	<u>620</u>	<u>700</u>

**Cartography work activity**

	<u>Numbers by activity</u>	
	<u>Actual (2022-23)</u>	<u>Estimated (2023-24)</u>
1. Number of new tax lots .....	<u>240</u>	<u>350</u>
2. Number of lot line adjustments .....	<u>9</u>	<u>10</u>
3. Number of consolidations .....	<u>3</u>	<u>3</u>
4. Number of new maps .....	<u>2</u>	<u>3</u>
5. Number of tax code boundary changes .....	<u>1</u>	<u>1</u>



# Form 7 Summary of Expenses

County MORROW

	A. Assessment Administration	B. Valuation	C. BOPTA	D. Tax Collection & Distribution	E. Cartography*
<b>Current operating expenses</b>					
1. Personnel services	187,607	600,697	2,192	121,145	0
2. Materials and services	43,500	104,650	1,500	71,493	30,000
3. Transportation	2,000	4,000	0	500	0
4. Total current operating expenses (Total direct expenses)	233,107	709,347	3,692	193,138	30,000

\* Include

**Indirect expenses**

- 5. Total direct expenses (line 4) .....
- 6. If you use the 5 percent method to calculate your indirect expenses, enter 0.05 in this box. ....  
**Total indirect expenses** (line 5 multiplied by line 6) .....
- 6A. If you use a percent amount approved by a federal granting agency to calculate your indirect expenses,  
 enter that percentage in this box.....  
**Total indirect expenses** (line 6A multiplied by the direct expense amount for the category/categories that your cert  
 .....
- 7. **Total indirect expenses** .....

**Capital outlay**

	Assessment Administration	Valuation	BOPTA	Tax Collection & Distribution	Cartography
8. Enter the actual capital outlay without regard to limitation.	0	0	0	0	0

- 9. Total direct and indirect expenses (sum of lines 4 and 7) .....
- 10. Direct and indirect expenses multiplied by 0.06 .....
- 11. The greater of line 10 or \$50,000.....
- 12. Capital outlay (the lesser of line 8 or line 11) .....
- 13. Total expenditures for CAFFA consideration (sum of lines 4, 7, and 12).....

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

IN THE MATTER OF COUNTY )  
ASSESSMENT FUNCTION ) RESOLUTION NO. R-2023-6  
FUNDING ASSISTANCE PROGRAM )  
GRANT BETWEEN MORROW )  
COUNTY AND OREGON )  
DEPARTMENT OF REVENUE )

**WHEREAS**, Morrow County is applying to the Department of Revenue in order to participate in the County Assessment Function Funding Assistance Program (CAFFA Grant); and

**WHEREAS**, this State grant provides funding for counties to help them come into compliance or remain in compliance with ORS 308.232, 308.234, Chapters 309, 310, 311, 312, and other laws requiring equity and uniformity in the system of property taxation; and

**WHEREAS**, Morrow County has undertaken a self-assessment of its compliance with the laws and rules that govern the Oregon property tax system and is generally in compliance with ORS 308.232, 308.234, Chapters 309, 310, 311, 312, and other laws requiring equity and uniformity in the system of property taxation; and

**THE MORROW COUNTY BOARD OF COMMISSIONERS HEREBY RESOLVES:**

Morrow County agrees to appropriate the budgeted dollars based on 100 percent of the expenditures certified in the grant application in the amount of \$1,261,033.00, the total expenditure amount for consideration in the grant. If 100 percent is not appropriated, no grant shall be made to the County for the quarter in which the County is out of compliance.

Morrow County designates Michael Gorman as the County contact person for this grant application.

This Resolution shall be effective immediately.

Dated this 19<sup>th</sup> day of April 2023.

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

\_\_\_\_\_  
David Sykes, Chair

\_\_\_\_\_  
Jeff Wenholz, Commissioner

\_\_\_\_\_  
Roy Drago Jr., Commissioner

Approved as to Form:

\_\_\_\_\_  
Morrow County Counsel



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

---

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

CCS has struggled to fill vacant positions during this prolonged workforce shortage. This has contributed to high caseloads and low morale. Approximately 1.5 years ago CCS implemented a hiring bonus. This bonus was moderately helpful. In the fall of 2022 a law sunsetted that allowed for bonuses to not be considered a part of total compensation. CCS has been able to continue with the bonuses given that we had a second retention payment that balanced employee compensation out. We will be able to continue offering the hiring bonus until June of 2023.

HB 3205 was drafted to again removed both hiring and retention bonuses to be excluded from being considered a part of an individuals total compensation. On April 7th, the a state legislative committee met to review the bill. The committee removed the hiring bonus language but kept the retention bonus language. While retention bonuses are helpful, they will not address the hiring issues and the workforce shortage issues will be even more exacerbated. CCS would like to see the hiring bonus language reinstated.

**2. FISCAL IMPACT:**

There is no fiscal impact to Morrow County government.

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

If removed from the Consent Calendar:

Move to approve the letter drafted by Kimberly Lindsay regarding House Bill 3205.

Attach additional background documentation as needed.



## BOARD OF COMMISSIONERS

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110 N Court St. • P.O. Box 788  
Heppner, OR 97836  
541-676-5613  
[www.co.morrow.or.us](http://www.co.morrow.or.us)

David Sykes, Chair  
Jeff Wenholz, Commissioner  
Roy Drago Jr., Commissioner

April 19, 2023

Oregon State Legislature  
c/o Representative Greg Smith  
900 Court St., N.E., H-482  
Salem, OR 97301

Via Email: [rep.gregsmith@oregonlegislature.gov](mailto:rep.gregsmith@oregonlegislature.gov)

RE: House Bill 3205 – Exemption of Certain Bonuses from Pay Equity Requirements;  
Amending ORS 652.220; and Declaring an Emergency

To whom it may concern,

The healthcare sector has been particularly impacted by workforce issues. Morrow County's local Community Mental Health Program, Community Counseling Solutions (CCS), has struggled to fill vacancies.

In March 2022, Oregon approved exceptions to its Equal Pay Act that removed hiring and retention bonuses from the definition of compensation. This allowed CCS to offer hiring bonuses, which had a positive impact upon the number of applicants they were able to recruit. However, the amendment expired September 2022.

In the 2023 Oregon Legislative Session, House Bill 3205, in Introduced form, modified the definition of compensation to exclude hiring and retention bonuses. This was agreeable to us. However, on April 7<sup>th</sup>, the Legislative committee reviewing the Bill removed hiring bonuses, keeping only retention bonuses. While retention bonuses are helpful, they are only helpful in keeping the existing workforce. They do not help with recruiting people to vacant positions. We strongly encourage the Legislature to reinstate the hiring bonus language to HB 3205.

Sincerely,

---

David Sykes  
Chair

---

Jeff Wenholz  
Commissioner

---

Roy Drago Jr.  
Commissioner



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

(For BOC Use)
Item #

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

Presenter at BOC: Justin Nelson
Department: County Counsel
Short Title of Agenda Item:

Date submitted to reviewers:
Requested Agenda Date: 4-19-2023

(No acronyms please)

Letter in Support of Boardman Fire Rescue District Applying for an Ambulance License

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

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

Reviewed By:

Department Director Required for all BOC meetings
County Administrator Required for all BOC meetings
County Counsel \*Required for all legal documents
Finance Office \*Required for all contracts; other items as appropriate.
Human Resources \*If appropriate

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

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

# AGENDA ITEM COVER SHEET

Morrow County Board of Commissioners

(Page 2 of 2)

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

On April 5, 2023, a majority of the Morrow County Board of Commissioners voted to direct staff to draft a Letter in Support of Boardman Fire Rescue District application to OHA for ambulance license. The letter is strictly in support for application to OHA and does not grant ambulance services by BFRD in Morrow County at this time.

## **2. FISCAL IMPACT:**

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

Motion to approve the signing of the Letter of Support.

Attach additional background documentation as needed.



## BOARD OF COMMISSIONERS

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110 N Court St. • P.O. Box 788  
Heppner, OR 97836  
541-676-5613  
[www.co.morrow.or.us](http://www.co.morrow.or.us)

David Sykes, Chair  
Jeff Wenzholz, Commissioner  
Roy Drago Jr., Commissioner

April 19, 2023

Oregon Health Authority  
Veronica Seymour  
Professional Standards Representative  
EMS & Trauma Systems  
800 N. E. Oregon Street, Suite 465  
Portland, OR 97232

Via Email: [veronica.seymour@state.or.us](mailto:veronica.seymour@state.or.us)

Dear Ms. Seymour,

The Morrow County Board of Commissioners supports Boardman Fire Rescue District in its quest to seek licensing for its agency and ambulances.

Sincerely,

---

David Sykes  
Chair

---

Jeff Wenzholz  
Commissioner

---

Roy Drago Jr.  
Commissioner

## Roberta Lutcher

---

**From:** Michael Hughes <MHughes@boardmanfd.com>  
**Sent:** Tuesday, April 18, 2023 3:07 PM  
**To:** David Sykes; Roberta Vanderwall  
**Cc:** Roberta Lutcher  
**Subject:** Letter of Support

***STOP and VERIFY This message came from outside of Morrow County Gov***

---

Chair Sykes and Administrator Vanderwall,

I forwarded the draft letter from the board packet to an OHA contact. His legal department requested that this sentence be added as not to create a delay. I'm respectfully requesting the letter be amended with this added language. Again, this language is addition to the language already on the letter.

"If Boardman Fire Rescue District is granted an Oregon ambulance service license, Morrow County shall ensure Boardman Fire Rescue District complies with Morrow County's Ambulance Service Plan"

Please feel free to contact me with any questions.

Thank you,

Mike Hughes  
Fire Chief  
Boardman Fire Rescue District  
300 SW Wilson Lane  
Boardman, OR 97818  
Office: 541-481-3473  
Cell: 541-561-2464



## BOARD OF COMMISSIONERS

110 N Court St. • P.O. Box 788  
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David Sykes, Chair  
Jeff Wenzholz, Commissioner  
Roy Drago Jr., Commissioner

April 19, 2023

Oregon Health Authority  
Veronica Seymour  
Professional Standards Representative  
EMS & Trauma Systems  
800 N. E. Oregon Street, Suite 465  
Portland, OR 97232

Via Email: [veronica.seymour@state.or.us](mailto:veronica.seymour@state.or.us)

Dear Ms. Seymour,

The Morrow County Board of Commissioners supports Boardman Fire Rescue District in its quest to seek licensing for its agency and ambulances.

If Boardman Fire Rescue District is granted an Oregon ambulance service license, Morrow County shall ensure Boardman Fire Rescue District complies with Morrow County's Ambulance Service Plan.

Sincerely,

\_\_\_\_\_  
David Sykes  
Chair

\_\_\_\_\_  
Jeff Wenzholz  
Commissioner

\_\_\_\_\_  
Roy Drago Jr.  
Commissioner



# AGENDA ITEM COVER SHEET

Morrow County Board of Commissioners

(Page 2 of 2)

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

This is the first amendment to the original Intergovernmental Grant Agreement with Oregon Department of Human Services Providing reimbursement to the county for water deliveries to well owners affected by high Nitrates. This amendment needing approval and Authorized signature by the County, extends the date of the agreement to June 30, 2023.

## **2. FISCAL IMPACT:**

Revenue for Public Health Department budget line for reimbursement of water deliveries.

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

Motion to sign amendment to agreement with the the State

Attach additional background documentation as needed.



**Grant Agreement Number 178249**

**AMENDMENT TO  
STATE OF OREGON  
INTERGOVERNMENTAL GRANT AGREEMENT**

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 [dhs-oha.publicationrequest@state.or.us](mailto:dhs-oha.publicationrequest@state.or.us) or call 503-378-3486 (voice) or 503-378-3523 (TTY) to arrange for the alternative format.

This is amendment number **01** to Grant Agreement Number **178249** between the State of Oregon, acting by and through its Oregon Department of Human Services, hereinafter referred to as “**ODHS**” and

**Morrow County  
110 N Court St.  
Heppner, OR 97836  
Attention: Paul Gray Robin Canaday  
Telephone: (541) ~~256-0122~~ 676-5421  
E-mail address: pgray@co.morrow.or.us  
rcanaday@co.morrow.or.us**

hereinafter referred to as “**Recipient.**”

1. This Amendment, when fully executed by every party, shall become effective on **March 30, 2023**.
2. The Agreement is hereby amended as follows:
  - a. The Recipient’s contact information on page 1 of the Agreement is changed to read as stated above. (contact information to be changed is ~~struck through~~; new contact information is in **bold and underlined.**)
  - b. Section 1. on page 2 of the Agreement is amended to add a section heading, section heading to read as follows and incorporated herein by this reference:
    1. **Effective Date and Duration.**
  - c. Section 1. on page 2 of the Agreement is amended to change the Agreement expiration date from **March 30, 2023** to **June 30, 2023**.
  - d. Section 3., “**Grant Disbursement Generally.**”, is amended only to increase the maximum not-to-exceed amount payable to Recipient from **\$55,000.00** to **\$76,000.00**.

- e. Effective April 1, 2023, **EXHIBIT A, Part 2, “Disbursement and Financial Reporting”**, Section 1. **“Expenditure of Grant funds.”**, subsection a.(1), is amended only to increase the up to maximum monthly reimbursement amount from **\$6,000.00** to **\$7,000.00**.
- 3. Except as expressly amended above, all other terms and conditions of the original Agreement and any previous amendments are still in full force and effect.
- 4. **Certification.** Without limiting the generality of the foregoing, by signature on this Agreement, the Recipient hereby certifies under penalty of perjury that:
  - a. Recipient acknowledges that the Oregon False Claims Act, ORS 180.750 to 180.785, applies to any “claim” (as defined by ORS 180.750) that is made by (or caused by) the Recipient and that pertains to this Agreement or to the project for which the grant activities are being performed. Recipient certifies that no claim described in the previous sentence is or will be a “false claim” (as defined by ORS 180.750) or an act prohibited by ORS 180.755. Recipient further acknowledges that in addition to the remedies under this Agreement, if it makes (or causes to be made) a false claim or performs (or causes to be performed) an act prohibited under the Oregon False Claims Act, the Oregon Attorney General may enforce the liabilities and penalties provided by the Oregon False Claims Act against the Recipient;
  - b. The information shown in this Section 5a. “Recipient Information”, is Recipient’s true, accurate and correct information;
  - c. To the best of the undersigned’s knowledge, Recipient has not discriminated against and will not discriminate against minority, women or emerging small business enterprises certified under ORS 200.055 in obtaining any required subcontracts;
  - d. Recipient and Recipient’s employees and agents are not included on the list titled “Specially Designated Nationals” maintained by the Office of Foreign Assets Control of the United States Department of the Treasury and currently found at: <https://www.treasury.gov/resource-center/sanctions/SDN-List/Pages/default.aspx>;
  - e. Recipient is not listed on the non-procurement portion of the General Service Administration’s “List of Parties Excluded from Federal procurement or Non-procurement Programs” found at: <https://www.sam.gov/SAM>;
  - f. Recipient is not subject to backup withholding because:
    - (1) Recipient is exempt from backup withholding;
    - (2) Recipient has not been notified by the IRS that Recipient is subject to backup withholding as a result of a failure to report all interest or dividends; or
    - (3) The IRS has notified Recipient that Recipient is no longer subject to backup withholding; and
  - g. Recipient hereby certifies that the FEIN or SSN provided to ODHS is true and accurate. If this information changes, Recipient is required to provide ODHS with the new FEIN or SSN within 10 days.

**5. Signatures.**

**Morrow County**

**By:**

_____	David Sykes
Authorized Signature	Printed Name
Chair, Morrow County Board of Commissioners	April 19, 2023
Title	Date

**State of Oregon acting by and through its Oregon Department of Human Services**

**By:**

_____	_____
Authorized Signature	Printed Name
_____	_____
Title	Date

**Approved for Legal Sufficiency:**

Not required per OAR 137-045-0030(1)(a)	_____
Department of Justice	Date



**Grant Agreement Number 178249**

**STATE OF OREGON  
INTERGOVERNMENTAL GRANT AGREEMENT**

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 [dhs-oha.publicationrequest@state.or.us](mailto:dhs-oha.publicationrequest@state.or.us) or call 503-378-3486 (voice) or 503-378-3523 (TTY) to arrange for the alternative format.

This Agreement is between the State of Oregon, acting by and through its Oregon Department of Human Services, hereinafter referred to as "ODHS," and

**Morrow County  
110 N Court St.  
Heppner, OR 97836  
Attention: Paul Gray  
Telephone: (541) 256-0122  
E-mail address: [pgray@co.morrow.or.us](mailto:pgray@co.morrow.or.us)**

hereinafter referred to as "Recipient."

The Program to be supported under this Agreement relates principally to the ODHS'

**Office of Resilience and Emergency Management  
3406 Cherry Ave. NE  
Keizer, OR 97303  
Agreement Administrator: Max Seiler or delegate  
Telephone: (503) 890-2388  
E-mail address: [max.seiler@dhs.oha.state.or.us](mailto:max.seiler@dhs.oha.state.or.us)**

1. This Agreement shall become effective on the last date all required signatures in Section 6., below have been obtained . Recipient's performance of the program described in Exhibit A, Part 1, "Program Description" may start on **July 1, 2022**, shall be governed by the terms and conditions herein, and for such expenses incurred by Recipient may be reimbursed once the Agreement is effective in accordance with the schedule of payments in Exhibit A, Part 2, "Disbursement and Financial Reporting". Unless extended or terminated earlier in accordance with its terms, this Agreement shall expire on **March 30, 2023**. Agreement termination shall not extinguish or prejudice ODHS' right to enforce this Agreement with respect to any default by Recipient that has not been cured.
2. **Agreement Documents.**
  - a. This Agreement consists of this document and includes the following listed exhibits which are incorporated into this Agreement:
    - (1) Exhibit A, Part 1: Program Description
    - (2) Exhibit A, Part 2: Disbursement and Financial Reporting
    - (4) Exhibit B: Standard Terms and Conditions
    - (5) Exhibit C: Subcontractor Insurance RequirementsThere are no other Agreement documents unless specifically referenced and incorporated in this Agreement.
  - b. In the event of a conflict between two or more of the documents comprising this Agreement, the language in the document with the highest precedence shall control. The documents comprising this Agreement shall be in the following descending order of precedence: this Agreement less all exhibits, Exhibits B, A, and C.
3. **Grant Disbursement Generally.** The maximum not-to-exceed amount payable to Recipient under this Agreement, which includes any allowable expenses, is **\$55,000.00**. ODHS will not disburse grant to Recipient in excess of the not-to-exceed amount and will not disburse grant until this Agreement has been signed by all parties. ODHS will disburse the grant to Recipient as described in Exhibit A.
4. **Contractor or Subrecipient Determination.** In accordance with the State Controller's Oregon Accounting Manual, policy 30.40.00.104, ODHS' determination is that:  
 Recipient is a subrecipient  Recipient is a contractor  Not applicable  
Catalog of Federal Domestic Assistance (CFDA) #(s) of federal funds to be paid through this Agreement: N/A

5. **Recipient Data and Certification.**

a. **Recipient Information.** Recipient shall provide the information set forth below.

**PLEASE PRINT OR TYPE THE FOLLOWING INFORMATION**

**Recipient Name (exactly as filed with the IRS):** Morrow County

Street address: 110 N Court St, PO Box 788

City, state, zip code: Heppner, Oregon 97836

Email address: pgray@co.morrow.or.us

Telephone: (541 )676-5605 Facsimile: ( )

**Recipient Proof of Insurance.** Recipient shall provide the following information upon submission of the signed Agreement. All insurance listed herein must be in effect prior to Agreement execution.

Workers' Compensation Insurance Company: Wheatland Insurance Center

Policy #: 12261 Expiration Date: 7/1/2023

b. **Certification.** Without limiting the generality of the foregoing, by signature on this Agreement, the Recipient hereby certifies under penalty of perjury that:

- (1) Recipient acknowledges that the Oregon False Claims Act, ORS 180.750 to 180.785, applies to any "claim" (as defined by ORS 180.750) that is made by (or caused by) the Recipient and that pertains to this Agreement or to the project for which the grant activities are being performed. Recipient certifies that no claim described in the previous sentence is or will be a "false claim" (as defined by ORS 180.750) or an act prohibited by ORS 180.755. Recipient further acknowledges that in addition to the remedies under this Agreement, if it makes (or causes to be made) a false claim or performs (or causes to be performed) an act prohibited under the Oregon False Claims Act, the Oregon Attorney General may enforce the liabilities and penalties provided by the Oregon False Claims Act against the Recipient;
- (2) The information shown in this Section 5a. "Recipient Information", is Recipient's true, accurate and correct information;
- (3) To the best of the undersigned's knowledge, Recipient has not discriminated against and will not discriminate against minority, women or emerging small business enterprises certified under ORS 200.055 in obtaining any required subcontracts;
- (4) Recipient and Recipient's employees and agents are not included on the list titled "Specially Designated Nationals" maintained by the Office of Foreign Assets Control of the United States Department of the Treasury

and currently found at: <https://www.treasury.gov/resource-center/sanctions/SDN-List/Pages/default.aspx>;

- (5) Recipient is not listed on the non-procurement portion of the General Service Administration's "List of Parties Excluded from Federal procurement or Non-procurement Programs" found at: <https://www.sam.gov/SAM>;
- (6) Recipient is not subject to backup withholding because:
  - (a) Recipient is exempt from backup withholding;
  - (b) Recipient has not been notified by the IRS that Recipient is subject to backup withholding as a result of a failure to report all interest or dividends; or
  - (c) The IRS has notified Recipient that Recipient is no longer subject to backup withholding; and
- (7) Recipient's Federal Employer Identification Number (FEIN) or Social Security Number (SSN) provided is true and accurate. If this information changes, Recipient is required to provide ODHS with the new FEIN or SSN within 10 days.

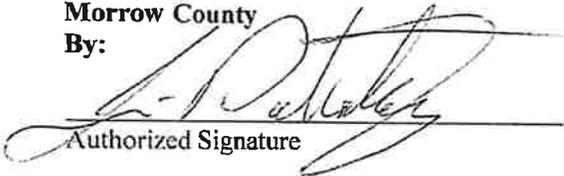
---Remainder of Page Intentionally Left Blank---

**RECIPIENT, BY EXECUTION OF THIS AGREEMENT, HEREBY ACKNOWLEDGES THAT RECIPIENT HAS READ THIS AGREEMENT, UNDERSTANDS IT, AND AGREES TO BE BOUND BY ITS TERMS AND CONDITIONS.**

6. **Signatures.** This Agreement and any subsequent amendments may be executed in several 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 the Agreement and any amendments so executed shall constitute an original.

**Morrow County**

**By:**

  
\_\_\_\_\_  
Authorized Signature

Jim Doherty

\_\_\_\_\_  
Printed Name

Morrow County Chair

\_\_\_\_\_  
Title

November 23, 2022

\_\_\_\_\_  
Date

**State of Oregon acting by and through its Oregon Department of Human Services**

**By:**

\_\_\_\_\_  
Authorized Signature

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

**Approved for Legal Sufficiency:**

Not required per OAR 137-045-0030(1)(a)

\_\_\_\_\_  
Department of Justice

\_\_\_\_\_  
Date

**EXHIBIT A**  
**Part 1**  
**Program Description**

**1. Program Purpose.**

On June 9, 2022, Morrow County declared a local state of emergency after domestic well water testing showed high levels of Nitrate contamination. The high levels of Nitrate contamination found during testing has caused drinking water within certain areas of Morrow County to be deemed unsafe for human consumption and has resulted in the need for safe drinking water to be distributed to Morrow County residents affected by the contamination.

ODHS is responsible for Emergency Support Function 6 (ESF-6), which includes Mass Care and food and water distribution. Pertaining to water, this includes assessment of water needs for areas impacted by disaster, identification of food and water resources, storage of food and water resources, monitoring the collection and sorting of all food and water supplies and establishing procedures to ensure that they are safe for consumption, coordinating transportation of food and water resources to impacted areas.

The purpose of this Agreement allows ODHS to reimburse Morrow County for the costs related to the purchase and distribution of safe drinking water they are providing to their residents who are affected by the Nitrate contamination.

**2. Recipient Responsibilities.**

Recipient shall be responsible for all aspects in the purchase and distribution of safe drinking to its residents, including, but not limited to, water vendor(s) coordination, water pickup and delivery logistics, and payment(s) to water vendor(s).

**3. ODHS Responsibilities.**

ODHS will reimburse Recipient for the actual costs Recipient incurs in providing and distributing safe drinking water to its residents, per the Recipient Reporting requirements set forth below in Section 4. and as set forth in Exhibit A, Part 2, Disbursement and Financial Reporting.

**4. Recipient Reporting.**

Recipient shall submit the following documentation each time Recipient submits an invoice to ODHS:

- a. **Delivery Report:** Recipient shall submit a Delivery Report that includes the name(s) of the resident(s) who received water, resident(s) phone number(s) and address(s) (address(s) must include city), and date(s) water was provided to the resident(s).
- b. **Required Backup Invoice Documentation:** Recipient shall provide all receipts and vendor invoices the Recipient has paid for in providing and distributing water for which they are seeking reimbursement.

**EXHIBIT A**

**Part 2**

**Disbursement and Financial Reporting**

**1. Expenditure of Grant Funds.**

- a. ODHS will reimburse Recipient up to the monthly maximum reimbursement amount defined below upon ODHS's approval of Delivery Reports, Required Backup Invoice Documentation, and invoices submitted by the Recipient to ODHS. Total reimbursements made to Recipient shall not exceed the maximum not-to-exceed amount payable to Recipient as specified in Section 3. "**Grant Disbursement Generally.**" of this Agreement.
  - (1) ODHS will reimburse Recipient for their actual costs of providing and distributing water to its residents, up to a maximum of **\$6,000.00** per month.
  - (2) Recipient shall seek prior approval from ODHS if Recipient anticipates their total expenses for providing and distributing water to its residents will exceed the monthly maximum reimbursement amount of **\$6,000.00**. ODHS, at its sole discretion, may approve a monthly reimbursement that exceeds the monthly maximum reimbursement amount of **\$6,000.00**.

**2. Invoices.**

- a. Recipient shall submit monthly invoices to ODHS for reimbursement of costs to provide and distribute water to Recipient's residents. All invoices must be submitted via email to [EmergencyManagement.Payments@dhsola.state.or.us](mailto:EmergencyManagement.Payments@dhsola.state.or.us), or to any other email address ODHS may indicate in writing to Recipient.
- b. All of Recipient's invoices must include the following information:
  - (1) This Agreement Number;
  - (2) Recipient Invoice Number;
  - (3) Invoice Date;
  - (4) Date range for which Recipient is requesting reimbursement; and
  - (5) Total reimbursement amount Recipient is requesting.
- c. ODHS will reimburse Recipient within 30 calendar days upon receipt of an acceptable and approved invoice, Delivery Report and Required Backup Invoice Documentation.

---Remainder of Page Intentionally Left Blank---

**EXHIBIT B**  
**Standard Terms and Conditions**

- 1. Governing Law, Consent to Jurisdiction.** This Agreement shall be governed by and construed in accordance with the laws of the State of Oregon without regard to principles of conflicts of law. Any claim, action, suit or proceeding (collectively, "Claim") between ODHS or any other agency or department of the State of Oregon, or both, and Recipient that arises from or relates to this Agreement shall be brought and conducted solely and exclusively within the Circuit Court of Marion County for the State of Oregon; provided, however, if a Claim must be brought in a federal forum, then it shall be brought and conducted solely and exclusively within the United States District Court for the District of Oregon. In no event shall this Section be construed as a waiver by the State of Oregon of the jurisdiction of any court or of any form of defense to or immunity from any Claim, whether sovereign immunity, governmental immunity, immunity based on the eleventh amendment to the Constitution of the United States or otherwise. 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. This Section shall survive expiration or termination of this Agreement.
- 2. Compliance with Law.** Recipient shall comply with all federal, state and local laws, regulations, executive orders and ordinances applicable to the Recipient and this Agreement. This Section shall survive expiration or termination of this Agreement.
- 3. Independent Parties.** The parties agree and acknowledge that their relationship is that of independent parties and that Recipient is not an officer, employee, or agent of the State of Oregon as those terms are used in ORS 30.265 or otherwise.
- 4. Grant Funds; Payments.**

  - a.** Recipient is not entitled to compensation under this Agreement by any other agency or department of the State of Oregon. Recipient understands and agrees that ODHS' participation in this Agreement is contingent on ODHS receiving appropriations, limitations, allotments or other expenditure authority sufficient to allow ODHS, in the exercise of its reasonable administrative discretion, to participate in this Agreement.
  - b.** Disbursement Method. Disbursements under this Agreement will be made by Electronic Funds Transfer (EFT), unless otherwise mutually agreed, and shall be processed in accordance with the provisions of OAR 407-120-0100 through 407-120-0380 or OAR 410-120-1260 through OAR 410-120-1460, as applicable, and any other ODHS Oregon Administrative Rules that are program-specific to the billings and payments. Upon request, Recipient must provide its taxpayer identification number (TIN) and other necessary banking information to receive EFT payment. Recipient must maintain at its own expense a single financial institution or authorized payment agent capable of receiving and processing EFT using the Automated Clearing House (ACH) transfer method. The most current designation and EFT information will be used for all disbursements under this Agreement. Recipient must provide this designation and information on a form

provided by ODHS. In the event that EFT information changes or the Recipient elects to designate a different financial institution for the receipt of any payment made using EFT procedures, Recipient will provide the changed information or designation to ODHS on an ODHS-approved form.

5. **Recovery of Overpayments.** Any funds disbursed to Recipient under this Agreement that are expended in violation or contravention of one or more of the provisions of this Agreement “Misexpended Funds” or that remain unexpended on the earlier of termination or expiration of this Agreement must be returned to ODHS. Recipient shall return all Misexpended Funds to ODHS promptly after ODHS’ written demand and no later than 15 days after ODHS’ written demand. Recipient shall return all Unexpended Funds to ODHS within 14 days after the earlier of termination or expiration of this Agreement. ODHS, in its sole discretion, may recover Misexpended or Unexpended Funds by withholding from payments due to Recipient such amounts, over such periods of time, as are necessary to recover the amount of the overpayment. Prior to withholding, if Recipient objects to the withholding or the amount proposed to be withheld, Recipient shall notify ODHS that it wishes to engage in dispute resolution in accordance with Section 14 of this Exhibit.
6. **Ownership of Work Product.** Reserved.
7. **Contribution.**
  - a. 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 liability, the Notified Party must promptly notify the Other Party in writing of the Third Party Claim and deliver to the Other Party a copy of the claim, process, and all legal pleadings with respect to the Third Party Claim. 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. Receipt by the Other Party of the notice and copies required in this paragraph and meaningful opportunity for the Other Party to participate in the investigation, defense and settlement of the Third Party Claim with counsel of its own choosing are conditions precedent to the Other Party’s liability with respect to the Third Party Claim.
  - b. With respect to a Third Party Claim for which the State is jointly liable with the Recipient (or would be if joined in the Third Party Claim ), the State shall contribute to the amount of expenses (including attorneys’ fees), judgments, fines and amounts paid in settlement actually and reasonably incurred and paid or payable by the Recipient in such proportion as is appropriate to reflect the relative fault of the State on the one hand and of the Recipient on the other hand in connection with the events which resulted in such expenses, judgments, fines or settlement amounts, as well as any other relevant equitable considerations. The relative fault of the State on the one hand and of the Recipient on the other hand shall be determined by reference to, among other things, the parties’ relative intent, knowledge, access to information and opportunity to correct or prevent the circumstances resulting in such expenses, judgments, fines or settlement amounts. The State’s contribution amount in any instance is capped to the same extent it

would have been capped under Oregon law if the State had sole liability in the proceeding.

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

This Section shall survive expiration or termination of this Agreement.

8. **Indemnification by Subcontractors.** 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 expiration or termination of this Agreement.

9. **Default; Remedies; Termination.**

- a. Default by Recipient. Recipient shall be in default under this Agreement if:
- (1) Recipient fails to perform, observe or discharge any of its covenants, agreements or obligations set forth herein;
  - (2) Any representation, warranty or statement made by Recipient herein or in any documents or reports relied upon by ODHS to measure compliance with this Agreement, the expenditure of disbursements or the desired outcomes by Recipient is untrue in any material respect when made;
  - (3) Recipient (1) applies for or consents to the appointment of, or taking of possession by, a receiver, custodian, trustee, or liquidator of itself or all of its property, (2) admits in writing its inability, or is generally unable, to pay its debts as they become due, (3) makes a general assignment for the benefit of its creditors, (4) is adjudicated a bankrupt or insolvent, (5) commences a voluntary case under the Federal Bankruptcy Code (as now

or hereafter in effect), (6) files a petition seeking to take advantage of any other law relating to bankruptcy, insolvency, reorganization, winding-up, or composition or adjustment of debts, (7) fails to controvert in a timely and appropriate manner, or acquiesces in writing to, any petition filed against it in an involuntary case under the Bankruptcy Code, or (8) takes any action for the purpose of effecting any of the foregoing; or

- (4) A proceeding or case is commenced, without the application or consent of Recipient, in any court of competent jurisdiction, seeking (1) the liquidation, dissolution or winding-up, or the composition or readjustment of debts, of Recipient, (2) the appointment of a trustee, receiver, custodian, liquidator, or the like of Recipient or of all or any substantial part of its assets, or (3) similar relief in respect to Recipient under any law relating to bankruptcy, insolvency, reorganization, winding-up, or composition or adjustment of debts, and such proceeding or case continues undismissed, or an order, judgment, or decree approving or ordering any of the foregoing is entered and continues unstayed and in effect for a period of sixty consecutive days, or an order for relief against Recipient is entered in an involuntary case under the Federal Bankruptcy Code (as now or hereafter in effect).

b. ODHS' Remedies for Recipient's Default. In the event Recipient is in default under Section 9.a., ODHS may, at its option, pursue any or all of the remedies available to it under this Agreement and at law or in equity, including, but not limited to:

- (1) termination of this Agreement under Section 9.c.(2);
- (2) withholding all or part of monies not yet disbursed by ODHS to Recipient;
- (3) initiation of an action or proceeding for damages, specific performance, or declaratory or injunctive relief; or
- (4) exercise of its right of recovery of overpayments under Section 5. of this Exhibit B.

These remedies are cumulative to the extent the remedies are not inconsistent, and ODHS may pursue any remedy or remedies singly, collectively, successively or in any order whatsoever. If a court determines that Recipient was not in default under Section 9.a., then Recipient shall be entitled to the same remedies as if this Agreement was terminated pursuant to Section 9.c.(1).

c. Termination.

- (1) ODHS' Right to Terminate at its Discretion. At its sole discretion, ODHS may terminate this Agreement:
  - (a) For its convenience upon 30 days' prior written notice by ODHS to Recipient;
  - (b) Immediately upon written notice if ODHS fails to receive funding, appropriations, limitations, allotments or other expenditure authority at levels sufficient to continue supporting the program; or

- (c) Immediately upon written notice if federal or state laws, regulations, or guidelines are modified or interpreted in such a way that ODHS' support of the program under this Agreement is prohibited or ODHS is prohibited from paying for such support from the planned funding source.
  - (d) Immediately upon written notice to Recipient if there is a threat to the health, safety, or welfare of any person receiving funds or benefitting from services under this Agreement "ODHS Client", including any Medicaid Eligible Individual, under its care.
- (2) ODHS' Right to Terminate for Cause. In addition to any other rights and remedies ODHS may have under this Agreement, ODHS may terminate this Agreement immediately upon written notice to Recipient, or at such later date as ODHS may establish in such notice if Recipient is in default under Section 9.a.
  - (3) Mutual Termination. The Agreement may be terminated immediately upon mutual written consent of the parties or at such other time as the parties may agree in the written consent.
  - (4) Return of Property. Upon termination of this Agreement for any reason whatsoever, Recipient shall immediately deliver to ODHS all of ODHS' property that is in the possession or under the control of Recipient at that time. This Section 9.c.(4) survives the expiration or termination of this Agreement.
  - (5) Effect of Termination. Upon receiving a notice of termination of this Agreement or upon issuing a notice of termination to ODHS, Recipient shall immediately cease all activities under this Agreement unless, in a notice issued by ODHS, ODHS expressly directs otherwise.
- 10. Insurance.** All employers, including Recipient, that employ subject workers, as defined in ORS 656.027, shall comply with ORS 656.017 and shall provide workers' compensation insurance coverage for those workers, unless they meet the requirement for an exemption under ORS 656.126(2). Recipient shall require subcontractors to maintain insurance as set forth in Exhibit C, which is attached hereto.
- 11. Records Maintenance, Access.** Recipient shall maintain all financial records relating to this Agreement in accordance with generally accepted accounting principles. In addition, Recipient shall maintain any other records, books, documents, papers, plans, records of shipments and payments and writings of Recipient, whether in paper, electronic or other form, that are pertinent to this Agreement, in such a manner as to clearly document Recipient's performance. All financial records, other records, books, documents, papers, plans, records of shipments and payments and writings of Recipient whether in paper, electronic or other form, that are pertinent to this Agreement, are collectively referred to as "Records." Recipient acknowledges and agrees that ODHS and the Secretary of State's Office and the federal government and their duly authorized representatives shall have access to all Records to perform examinations and audits and make excerpts and transcripts. Recipient shall retain and keep accessible all Records for the longest of:
- a. Six years following final payment and termination of this Agreement;

- b. The period as may be required by applicable law, including the records retention schedules set forth in OAR Chapter 166; or
  - c. Until the conclusion of any audit, controversy or litigation arising out of or related to this Agreement.
- 12. Information Privacy/Security/Access.** If this Agreement requires or allows Recipient or, when allowed, its subcontractor(s), to have access to or use of any ODHS computer system or other ODHS Information Asset for which ODHS imposes security requirements, and ODHS grants Recipient or its subcontractor(s) access to such ODHS Information Assets or Network and Information Systems, Recipient shall comply and require all subcontractor(s) to which such access has been granted to comply with OAR 407-014-0300 through OAR 407-014-0320, as such rules may be revised from time to time. For purposes of this Section, "Information Asset" and "Network and Information System" have the meaning set forth in OAR 407-014-0305, as such rule may be revised from time to time.
- 13. Assignment of Agreement, Successors in Interest.**
- a. Recipient shall not assign or transfer its interest in this Agreement without prior written consent of ODHS. Any such assignment or transfer, if approved, is subject to such conditions and provisions required by ODHS. No approval by ODHS of any assignment or transfer of interest shall be deemed to create any obligation of ODHS in addition to those set forth in this Agreement.
  - b. The provisions of this Agreement shall be binding upon and inure to the benefit of the parties, their respective successors, and permitted assigns.
- 14. Resolution of Disputes.** The parties shall attempt in good faith to resolve any dispute arising out of this Agreement. In addition, the parties may agree to utilize a jointly selected mediator or arbitrator (for non-binding arbitration) to resolve the dispute short of litigation. This Section shall survive expiration or termination of this Agreement.
- 15. Subcontracts.** Recipient shall not enter into any subcontracts for any part of the program supported by this Agreement without ODHS' prior written consent. In addition to any other provisions ODHS may require, Recipient shall include in any permitted subcontract under this Agreement provisions to ensure that ODHS will receive the benefit of subcontractor activity(ies) as if the subcontractor were the Recipient with respect to Sections 1, 2, 3, 6, 7, 8, 10, 11, 12, 13, 15, 16, and 17 of this Exhibit B. ODHS' consent to any subcontract shall not relieve Recipient of any of its duties or obligations under this Agreement.
- 16. No Third Party Beneficiaries.** ODHS and Recipient are the only parties to this Agreement and are the only parties entitled to enforce its terms. Nothing in this Agreement gives, is intended to give, or shall be construed to give or provide any benefit or right, whether directly, indirectly or otherwise, to third persons any greater than the rights and benefits enjoyed by the general public unless such third persons are individually identified by name herein and expressly described as intended beneficiaries of the terms of this Agreement. This Section shall survive expiration or termination of this Agreement.
- 17. Severability.** The parties agree that if any term or provision of this Agreement is declared by a court of competent jurisdiction to be illegal or in conflict with any law, the

validity of the remaining terms and provisions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if the Agreement did not contain the particular term or provision held to be invalid. This Section shall survive expiration or termination of this Agreement.

18. **Notice.** Except as otherwise expressly provided in this Agreement, any communications between the parties hereto or notices to be given hereunder shall be given in writing by personal delivery, facsimile, e-mail, or mailing the same, postage prepaid to Recipient or ODHS at the address or number set forth in this Agreement, or to such other addresses or numbers as either party may indicate pursuant to this Section. Any communication or notice so addressed and mailed by regular mail shall be deemed received and effective five days after the date of mailing. Any communication or notice delivered by e-mail shall be deemed received and effective five days after the date of e-mailing. Any communication or notice delivered by facsimile shall be deemed received and effective on the day the transmitting machine generates a receipt of the successful transmission, if transmission was during normal business hours of the Recipient, or on the next business day if transmission was outside normal business hours of the Recipient. Notwithstanding the foregoing, to be effective against the other party, any notice transmitted by facsimile must be confirmed by telephone notice to the other party. Any communication or notice given by personal delivery shall be deemed effective when actually delivered to the addressee.

**ODHS:** Office of Contracts & Procurement  
635 Capitol Street NE, Suite 350  
Salem, OR 97301  
Telephone: 503-945-5818  
Fax: 503-378-4324

This Section shall survive expiration or termination of this Agreement.

19. **Headings.** The headings and captions to sections of this Agreement have been inserted for identification and reference purposes only and shall not be used to construe the meaning or to interpret this Agreement.
20. **Amendments; Waiver; Consent.** ODHS may amend this Agreement to the extent provided herein, the solicitation document, if any from which this Agreement arose, and to the extent permitted by applicable statutes and administrative rules. No amendment, waiver, or other consent under this Agreement shall bind either party unless it is in writing and signed by both parties and when required, approved by the Department of Justice. Such amendment, waiver, or consent shall be effective only in the specific instance and for the specific purpose given. The failure of either party to enforce any provision of this Agreement shall not constitute a waiver by that party of that or any other provision. This Section shall survive the expiration or termination of this Agreement.
21. **Merger Clause.** This Agreement constitutes the entire agreement between the parties on the subject matter hereof. There are no understandings, agreements, or representations, oral or written, not specified herein, regarding this Agreement.
22. **Limitation of Liabilities.** NEITHER PARTY SHALL BE LIABLE TO THE OTHER FOR ANY INCIDENTAL OR CONSEQUENTIAL DAMAGES ARISING OUT OF OR RELATED TO THIS AGREEMENT. NEITHER PARTY SHALL BE LIABLE FOR

ANY DAMAGES OF ANY SORT ARISING SOLELY FROM THE TERMINATION OF THIS AGREEMENT OR ANY PART HEREOF IN ACCORDANCE WITH ITS TERMS.

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## EXHIBIT C

### Subcontractor Insurance Requirements

Recipient shall require its first tier contractor(s) (Contractor) that are not units of local government as defined in ORS 190.003, if any, to: i) obtain insurance specified under TYPES AND AMOUNTS and meeting the requirements under ADDITIONAL INSURED, CONTINUOUS CLAIMS MADE COVERAGE, NOTICE OF CANCELLATION OR CHANGE, and CERTIFICATES OF INSURANCE before the contractors perform under contracts between Recipient and the contractors (the "Subcontracts"), and ii) maintain the insurance in full force throughout the duration of the Subcontracts. The insurance must be provided by insurance companies or entities that are authorized to transact the business of insurance and issue coverage in the State of Oregon and that are acceptable to ODHS. Recipient shall not authorize contractors to begin work under the Subcontracts until the insurance is in full force. Thereafter, Recipient shall monitor continued compliance with the insurance requirements on an annual or more frequent basis. Recipient shall incorporate appropriate provisions in the Subcontracts permitting it to enforce contractor compliance with the insurance requirements and shall take all reasonable steps to enforce such compliance. Examples of "reasonable steps" include issuing stop work orders (or the equivalent) until the insurance is in full force or terminating the Subcontracts as permitted by the Subcontracts, or pursuing legal action to enforce the insurance requirements. In no event shall Recipient permit a contractor to work under a Subcontract when the Recipient is aware that the contractor is not in compliance with the insurance requirements. As used in this section, a "first tier" contractor is a contractor with which the county directly enters into a contract. It does not include a subcontractor with which the contractor enters into a contract.

### TYPES AND AMOUNTS

**WORKERS' COMPENSATION & EMPLOYERS' LIABILITY:** All employers, including Contractor, that employ subject workers, as defined in ORS 656.027, shall comply with ORS 656.017 and shall provide workers' compensation insurance coverage for those workers, unless they meet the requirement for an exemption under ORS 656.126(2). Contractor shall require and ensure that each of its subcontractors complies with these requirements. If Contractor is a subject employer, as defined in ORS 656.023, Contractor shall also obtain employers' liability insurance coverage with limits not less than \$500,000 each accident. If contractor is an employer subject to any other state's workers' compensation law, Contractor shall provide workers' compensation insurance coverage for its employees as required by applicable workers' compensation laws including employers' liability insurance coverage with limits not less than \$500,000 and shall require and ensure that each of its out-of-state subcontractors complies with these requirements.

**COMMERCIAL GENERAL LIABILITY:**  Required

Commercial General Liability Insurance covering bodily injury and property damage in a form and with coverage that are satisfactory to the State. This insurance shall include personal and advertising injury liability, products and completed operations, contractual liability coverage for the indemnity provided under this contract, and have no limitation of coverage to designated premises, project or operation. Coverage shall be written on an occurrence basis in an amount of not less than \$1,000,000.00 per occurrence. Annual aggregate limit shall not be less than \$2,000,000.00.

**AUTOMOBILE LIABILITY INSURANCE:**  Required  Not required

**PROFESSIONAL LIABILITY:**  Required  Not required

**NETWORK SECURITY AND PRIVACY LIABILITY:**  Required  Not required

**POLLUTION LIABILITY:**  Required  Not required

**EXCESS/UMBRELLA INSURANCE:** A combination of primary and excess/umbrella insurance may be used to meet the required limits of insurance.

**ADDITIONAL COVERAGE REQUIREMENTS:** Contractor's insurance shall be primary and non-contributory with any other insurance. Contractor shall pay for all deductibles, self-insured retention and self-insurance, if any.

**ADDITIONAL INSURED:** All liability insurance, except for Workers' Compensation, Professional Liability, and Network Security and Privacy Liability (if applicable), required under this Subcontract must include an additional insured endorsement specifying the State of Oregon, its officers, employees and agents as Additional Insureds, including additional insured status with respect to liability arising out of ongoing operations and completed operations, but only with respect to Contractor's activities to be performed under this Contract. Coverage shall be primary and non-contributory with any other insurance and self-insurance. The Additional Insured endorsement with respect to liability arising out of your ongoing operations must be on ISO Form CG 20 10 07 04 or equivalent and the Additional Insured endorsement with respect to completed operations must be on ISO form CG 20 37 07 04 or equivalent.

**WAIVER OF SUBROGATION:** Contractor shall waive rights of subrogation which Contractor or any insurer of Contractor may acquire against ODHS or State of Oregon by virtue of the payment of any loss. Contractor will obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not the Agency has received a waiver of subrogation endorsement from the Contractor or the Contractor's insurer(s).

**CONTINUOUS CLAIMS MADE COVERAGE:** If any of the required liability insurance is on a claims made basis and does not include an extended reporting period of at least 24 months, then Contractor shall maintain continuous claims made liability coverage, provided the effective date of the continuous claims made coverage is on or before the effective date of the Contract, for a minimum of 24 months following the later of:

- (i) Contractor's completion and ODHS's acceptance of all Services required under the Contract, or
- (ii) ODHS or Contractor termination of this Contract, or
- (iii) The expiration of all warranty periods provided under this Contract.

**CERTIFICATE(S) AND PROOF OF INSURANCE:** Recipient shall obtain from the Contractor a Certificate(s) of Insurance for all required insurance before delivering any Goods and performing any Services required under this Contract. The Certificate(s) shall list the State of Oregon, its officers, employees and agents as a Certificate holder and as an endorsed Additional Insured. The Certificate(s) shall also include all required endorsements or copies of the applicable policy language effecting coverage required by this contract. If excess/umbrella insurance is used to meet the minimum insurance requirement, the Certificate of Insurance must include a list of all policies that fall under the excess/umbrella insurance. As proof of insurance ODHS has the right to request copies of insurance policies and endorsements relating to the insurance requirements in this Contract.

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

**INSURANCE REQUIREMENT REVIEW:** Contractor agrees to periodic review of insurance requirements by ODHS under this agreement and to provide updated requirements as mutually agreed upon by Contractor and ODHS.

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

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

(For BOC Use)
Item #
4f

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:

Date submitted to reviewers: April 13, 2023
Requested Agenda Date: April 19, 2023

(No acronyms please)

Resolution No. R-2023-5 to support Local Government Grant Program application for Morrow
County Heritage Trail

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

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

N/A

Purchase Pre-Authorizations, Contracts & Agreements

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

Reviewed By:

Tamra Mabbott Department Director Required for all BOC meetings
Roberta Vanderwall County Administrator Required for all BOC meetings
Justin Nelson County Counsel \*Required for all legal documents
Kevin Ince via email 4-17-23 Finance Office \*Required for all contracts; other items as appropriate.
Human Resources \*If appropriate

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

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

County Planning Department continues to work on various aspects of the Heritage Trail. While pursuing grants it has become evident that the existing concept plan warrants an update and additional detail. This LGGP grant application would help fund major components of the plan update.

The Morrow County Columbia River Heritage Trail is a non-motorized trail with varied and mostly natural surfaces located along the banks of the Columbia River. The trail is nearly 25 miles in length and travels thru the communities of Irrigon and Boardman. Morrow County Planning, with Ducote Consulting, is applying for a planning grant to develop a trail plan master plan.

As proposed in the grant application, the contracted part of the Master Plan project would include:

Project Administration

Existing Conditions Analysis

Conceptual Trail Alignment

Capital Improvement Plan Design Guidelines

County Planning would part of the Master Plan project would include:

Public Involvement

Develop Maintenance Policies and Procedures

Develop Implementation Plan/Funding Plan

If successful in securing grant funds county will issue an RFP for the work.

## **2. FISCAL IMPACT:**

\$40,000 - \$50,000 grant match

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

Approve the Resolution and match funding.

Attach additional background documentation as needed.

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

IN THE MATTER OF AUTHORIZING MORROW )  
COUNTY TO APPLY FOR A LOCAL GOVERNMENT ) RESOLUTION NO. R-2023-5  
GRANT FROM THE OREGON PARKS & RECREATION )  
DEPARTMENT TO CREATE A TRAIL MASTER PLAN )  
FOR THE COLUMBIA RIVER HERITAGE TRAIL )

**WHEREAS**, the Oregon Parks and Recreation Department is accepting applications for the Local Government Grant Program; and

**WHEREAS**, Morrow County desires to participate in this grant program to the greatest extent possible as a means of providing needed park and recreation acquisitions, improvements and enhancements; and

**WHEREAS**, Morrow County Board of Commissioners and staff have identified the need to update the 2001 Morrow County Heritage Trail Concept Plan as a high priority need in Morrow County; and

**WHEREAS**, the Plan update and refinement will include an analysis of existing conditions, a conceptual trail alignment, a Capital Improvement Plan and design guidelines; and

**WHEREAS**, Morrow County has available local matching funds to fulfill its share of obligation related to this grant application should the grant funds be awarded; and

**WHEREAS**, Morrow County will provide adequate funding for on-going operations and maintenance of this recreation facility should the grant funds be awarded; and

**NOW, THEREFORE, BE IT RESOLVED**, The Morrow County Board of Commissioners supports the creation of a Trail Master Plan for the Columbia River Heritage Trail, as follows:

- Section 1: The Board of Commissioners demonstrates its support for the submittal of a grant application to the Oregon Park and Recreation Department for consulting and engineering services to create a Trail Master Plan for the Morrow County Heritage Trail.
- Section 2: This Resolution shall be effective following its adoption by the Board of Commissioners.

Dated this 19<sup>th</sup> day of April 2023.

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

Approved as to Form:

\_\_\_\_\_  
Justin Nelson  
Morrow County Counsel  
OSB #074460

\_\_\_\_\_  
David Sykes, Chair

\_\_\_\_\_  
Jeff Wenholz, Commissioner

\_\_\_\_\_  
Roy Drago Jr., Commissioner



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

(For BOC Use)
Item #
49

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

Presenter at BOC: Matt Kenny, Kenny Land Surveying

Date submitted to reviewers: April 12, 2023

Department: N/A

Requested Agenda Date: April 19, 2023

Short Title of Agenda Item:

(No acronyms please)

Partition Plat public road dedication approval and acceptance.

This Item Involves: (Check all that apply for this meeting.)
Order or Resolution
Ordinance/Public Hearing:
1st Reading 2nd Reading
Public Comment Anticipated:
Estimated Time:
Document Recording Required
Contract/Agreement
Appointments
Update on Project/Committee
Consent Agenda Eligible
Discussion & Action
Estimated Time: 10 Min.
Purchase Pre-Authorization
Other

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

Reviewed By:

Department Director Required for all BOC meetings
County Administrator Required for all BOC meetings
County Counsel \*Required for all legal documents
Finance Office \*Required for all contracts; other items as appropriate.
Human Resources \*If appropriate

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

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

# AGENDA ITEM COVER SHEET

Morrow County Board of Commissioners

(Page 2 of 2)

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

This Partition Plat is dedicating right-of-way for public road which is to be part of current County Road, Miller Road. Public road dedications require acceptance by the County authorized by law to accept the dedication. For this plat to be recorded and finalized, the BOC needs to accept the road dedication on behalf of the County. Here are the associated Oregon Revised Statutes:

92.014

(2) Notwithstanding ORS 92.175, an instrument dedicating land to public use may not be accepted for recording in this state unless the instrument bears the approval of the city or county authorized by law to accept the dedication.

92.100

(f)(A) A partition plat is subject only to the approval of the city or county surveyor unless:

(i) The partition plat includes a dedication of land for public road purposes; or

(ii) Provided otherwise by ordinance of the governing body.

It should be noted that this process is different than that typically seen for a subdivision plat, which requires BOC approval pursuant to 92.100(1)(d) which states, "All subdivision plats must also be approved by the county assessor and the governing body of the county in which the property is located before recording".

In summary, all subdivisions must be approved by the BOC, and any/all public road dedications must also be approved/accepted by the BOC. This could be by dedication deed, partition plat, or subdivision. In this case, the owner is dedicating right-of-way by partition plat which by law requires approval and acceptance per the aforementioned Statutes.

## 2. FISCAL IMPACT:

Miller Road is an existing paved County Road. There is no fiscal impact to the County.

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

Suggest the BOC make a motion to approve and accept the public road dedication as proposed on the partition plat.

Attach additional background documentation as needed.

**From:** Tamra Mabbott <tmabbott@co.morrow.or.us>  
**Sent:** Friday, April 7, 2023 12:07 PM  
**To:** Roberta Lutcher <rlutcher@co.morrow.or.us>  
**Cc:** Eric Imes <eimes@co.morrow.or.us>; Mike Haugen <mikehaugen@co.morrow.or.us>  
**Subject:** RE: Agenda Item

Of course!

I think the piece that is missing, and is not evident in the email chain, is the fact that this partition plat went through the Planning Department application process and was approved. As part of the Planning process for a land partition we include Public Works.

The specific dedication to county would add 5 feet to Miller Road.

I've copied Eric and Mike to be sure they are in support of county signing and accepting that 5 feet (for the 30 foot half of Miller Road).

Tamra

**From:** Eric Imes <eimes@co.morrow.or.us>  
**Sent:** Friday, April 7, 2023 12:25 PM  
**To:** Roberta Lutcher <rlutcher@co.morrow.or.us>; Tamra Mabbott <tmabbott@co.morrow.or.us>  
**Cc:** Mike Haugen <mikehaugen@co.morrow.or.us>  
**Subject:** RE: Agenda Item

Tamera and Roberta,

I remember having a discussion about this with Matt but didn't realize was in the works. I am in support of this.

Thank you,

Eric Imes

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

Public Works Director

Morrow County Public Works

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

541-989-9500

PARTITION PLAT 2023-

NW1/4, SE1/4, SECTION 15, T4N, R25E,  
MORROW COUNTY, OR

SURVEY NARRATIVE

THIS PARTITION PLAT HAS BEEN PREPARED AT THE REQUEST OF JODY L. MARSTON. THE PURPOSE OF THIS PLAT IS TO DIVIDE THE EXISTING TRACT AS DESCRIBED IN MORROW COUNTY DOCUMENT NUMBER 2021-47939 INTO 3 PARCELS AS SHOWN. THE PARCEL CONFIGURATION WAS DETERMINED AT REQUEST OF THE LAND OWNER.

THE PROPERTY BEING DIVIDED IS DESCRIBED AS THE NW 1/4 OF THE SE 1/4 OF SECTION 15. THE NORTH BOUNDARY WAS DETERMINED BY HOLDING THE BRASS CAP EAST 1/4 CORNER OF SECTION 15 AND THE CENTER 1/4 CORNER OF SECTION 15 AS ESTABLISHED IN SURVEY FOLDER 199B (R18). THE EAST BOUNDARY WAS DETERMINED BY HOLDING THE BRASS CAP MONUMENTING THE SE 1/16 CORNER OF SECTION 15 PER SURVEY FOLDER 315 AND THE BRASS CAP MONUMENTING THE EAST 1/4 CORNER OF SECTION 15, AND APPLYING RECORD DISTANCE OF 1319.69' WEST FROM THE EAST 1/4 CORNER PER FOLDER 1777 (R14). A BENT 5/8" REBAR PER FOLDER 315(R7) WAS FOUND AT NEAR RECORD DISTANCE NORTHERLY FROM THE SE 1/16 CORNER. I MEASURED THIS REBAR AT THE SPIN POINT; IT WAS FOUND TO BE 0.31' WEST OF THE LINE EAST LINE OF THE NW 1/4 OF THE SE 1/4 AS SHOWN. THE SOUTH BOUNDARY IS CONTROLLED BY THE AFOREMENTIONED BRASS CAP MARKING THE SE 1/16 CORNER OF SECTION 15, MONUMENTS ESTABLISHED ALONG THE SOUTH LINE OF THE NW 1/4 OF THE SE 1/4 OF SECTION 15 PER SURVEY FOLDERS 208 AND 901, AND THE C-S 1/16 CORNER AS ESTABLISHED BY SURVEY FOLDER 348. THE WEST BOUNDARY IS CONTROLLED BY THE AFOREMENTIONED MONUMENTS MARKING THE CENTER 1/4 AND C-S 1/16 CORNERS OF SECTION 15.

MILLER ROAD ORIGINATES FROM TWO ROAD ESTABLISHMENT DOCUMENTS, ROAD RESOLUTION NO. 8 (R16), AND ROAD APPLICATION NO. 374 (R17). R16 DESCRIBES A 40-FOOT WIDE RIGHT OF WAY CENTERED ON THE NORTH-SOUTH CENTER OF SECTION 15. R17 DESCRIBES A 30-FOOT WIDE RIGHT OF WAY CENTERED ON A LINE 40 FEET EAST OF AND PARALLEL TO THE NORTH-SOUTH CENTER OF SECTION 15. THIS CREATES A 5-FOOT GAP IN RECORD RIGHT OF WAY AS SHOWN WITH HATCHING HEREON. THIS GAP IS BEING DEDICATED FOR PUBLIC RIGHT OF WAY ON THIS PLAT TO CREATE A CONTIGUOUS RIGHT OF WAY FOR MILLER ROAD.

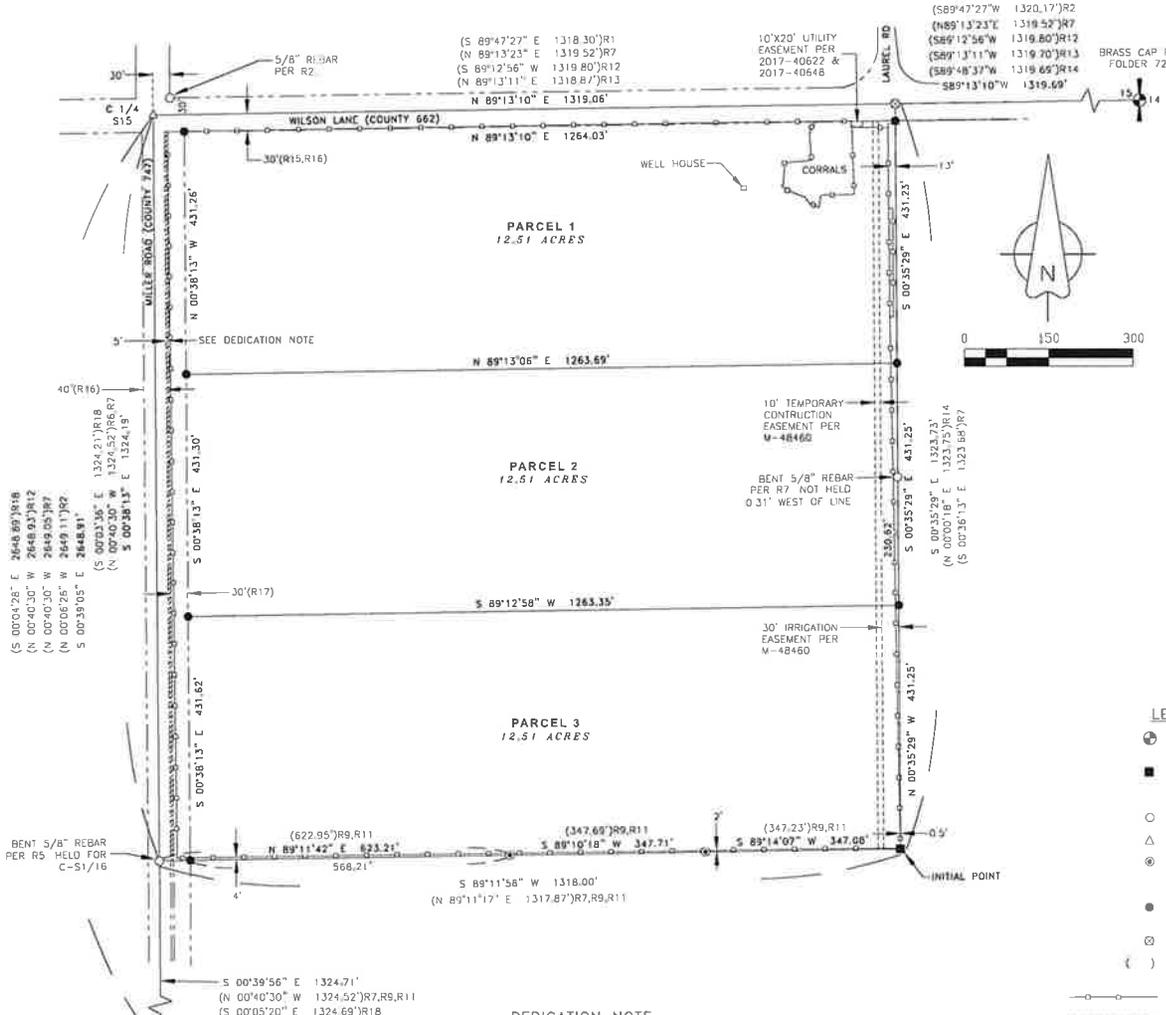
THIS SURVEY WAS ORIGINALLY STARTED IN EARLY 2021. THE PROJECT WAS THEN TABLED FOR SOME TIME BEFORE BEING REVISITED IN LATE 2022. DURING THAT TIME THE WEST EXTENSION IRRIGATION DISTRICT RECORDED A WATER DELIVERY AGREEMENT (2021-50389) IN DECEMBER OF 2021. THIS AGREEMENT USED A COPY OF MY PRELIMINARY MAP FROM 2021 NOTED AS EXHIBIT B ON THAT DOCUMENT, SINCE THAT TIME ADDITIONAL SURVEY MARKERS HAVE BEEN FOUND OR SET BY SURVEY FOLDER 199B (R18), AND SUBSEQUENTLY HELD BY THIS SURVEY. THIS PARTITION HAS BEEN UPDATED TO REFLECT THOSE CHANGES EXHIBIT B OF 2021-50389 SERVES THE PURPOSE OF THAT DOCUMENT BUT DOES NOT REPRESENT THE TRUE BOUNDARIES AS REFLECTED HEREON.

THIS SURVEY WAS PERFORMED USING TWO TOPCON HIPER LITE+ GNSS UNITS OPERATED IN RTK MODE. THE BASIS OF BEARING IS NAD 83 (2011) STATE PLANE, OREGON NORTH ZONE, AS ESTABLISHED FROM GNSS OBSERVATIONS. DISTANCES SHOWN ARE GROUND DISTANCES, UNITS ARE INTERNATIONAL FEET.

LEGEND

- ⊕ FOUND AND HELD BRASS CAP QUARTER SECTION CORNER AS NOTED
- FOUND AND HELD 2-1/2" BRASS CAP AT THE SE 1/16 CORNER OF SECTION 15. SEE FOLDER 315 (R7).
- FOUND 5/8" REBAR AS NOTED
- △ FOUND AND HELD MAGSPIKE AND WASHER PER R18.
- ⊙ FOUND 1" O.D. IRON PIPE. MEASUREMENT INDICATES THE PIPE ORIGINATE FROM FOLDER 208 (R9) BUT IS CALLED FOR AS 5/8" IRON PIN IN THAT SURVEY.
- SET 5/8" x 30" STEEL REBAR WITH 1-1/4" PINK PLASTIC CAP, MARKED "KENNY LS 89374"
- ⊕ CALCULATED POSITION, NOTHING SET.
- ( ) RECORD DATA REFERENCE. SEE RECORD REFERENCES FOR ADDITIONAL INFORMATION.
- — — — — EXISTING FENCE LINE LOCATION
- - - - - EASEMENT AS NOTED
- — — — — ROAD RIGHT OF WAY AS NOTED
- ▨ 5-FOOT DEDICATION STRIP AS NOTED

OFFICE OF COUNTY RECORDS



**DEDICATION NOTE**  
THIS 5-FOOT STRIP LIES BETWEEN THE EASTERLY RIGHT-OF-WAY MARGIN OF ROAD RESOLUTION #8 (R16) AND THE WESTERLY RIGHT-OF-WAY MARGIN OF ROAD APPLICATION #374 (R17). THIS STRIP IS TO BE DEDICATED FOR PUBLIC ROAD USE ON THIS PLAT, CREATING A CONTIGUOUS PUBLIC WAY FOR THIS PORTION OF MILLER ROAD.

- RECORDS CONSULTED**
- R1: FOLDER 99 BY HARRY TAMBLYN, DATED 8-1-1930
  - R2: FOLDER 293 BY DUANE GRIFFITH, DATED JANUARY 1977.
  - R3: FOLDER 349 BY JAMES BUISMAN, DATED 3-2-1978.
  - R4: FOLDER 332 BY DAVID KRUMBEIN, DATED 4-4-1978.
  - R5: FOLDER 348 BY DAVID KRUMBEIN, DATED 4-6-1978
  - R6: FOLDER 350 BY DAVID KRUMBEIN, DATED 4-6-1978.
  - R7: FOLDER 315 BY DAVID KRUMBEIN, DATED 6-26-1978.
  - R8: FOLDER 183 BY TERRY HAMBY, DATED 6-29-1979.
  - R9: FOLDER 209 BY DAVID KRUMBEIN, DATED 8-18-1981.

- R10: FOLDER 502 BY DAVID KRUMBEIN, DATED 7-20-1984
- R11: FOLDER 901 (PARTITION 1997-5) BY DAVID KRUMBEIN, FILED 5-29-1997.
- R12: FOLDER 1429 (PARTITION 2005-2) BY KENNETH GRIFFIN, FILED 5-31-2005
- R13: FOLDER 1753 BY KENNETH DELANO JR., DATED 1-18-2016
- R14: FOLDER 1777 BY STEPHEN HADDOCK, DATED 8-20-2016
- R15: DEED M-31289, CLERK RECORDS, FILED 7-13-1988.
- R16: ROAD RESOLUTION NO. 8, DATED JANUARY, 1918
- R17: ROAD APPLICATION NO. 374, ORDERED OPEN 1-7-1920
- R18: FOLDER 199B (PARTITION 2022-12) BY JASON WELLS, FILED 7-12-2022

REGISTERED PROFESSIONAL LAND SURVEYOR

OREGON JAN 12, 2016 MATTHEW PATRICK KENNY 89374R15 RENEWS 6-30-23

<p><b>KENNY LAND SURVEYING</b></p>	P.O. BOX 447, HEPPNER, OR 97835 541-379-0242 www.kennylandsurveying.com
	PARTITION PLAT LOCATED IN THE NW 1/4 OF THE SE 1/4 OF SECTION 15, TOWNSHIP 4 NORTH, RANGE 25 EAST, W.M. MORROW COUNTY, OR.
CLIENT	JODY L. MARSTON
PROJECT: 21-18	DR: WPK CH: WPK DATE: MARCH 1, 2023 SHEET 1 OF 2

**PARTITION PLAT 2023-** \_\_\_\_\_

NW1/4, SE1/4, SECTION 15, T4N, R25E,  
MORROW COUNTY, OR

**OWNER'S DECLARATION**

I, JODY L. MARSTON, TRUSTEE OF THE JODY L. MARSTON FAMILY TRUST DATED JANUARY 6, 2021, OWNER OF THE LAND BEING DIVIDED BY THIS PARTITION PLAT DO HEREBY ACKNOWLEDGE THAT WE HAVE CAUSED THIS PLAT TO BE PREPARED AND THE PROPERTY DIVIDED AS SHOWN HEREON AND IN ACCORDANCE WITH THE PROVISIONS OF ORS CHAPTER 92, AS REVISED, AND THE SUBDIVISION ORDINANCE OF MORROW COUNTY, OREGON, AND DO HEREBY DEDICATE TO THE PUBLIC FOR ROAD AND UTILITY PURPOSES, THE 5-FOOT STRIP BUTTING MILLER ROAD AS SHOWN ON SHEET 1 OF THIS PLAT.

\_\_\_\_\_  
JODY L. MARSTON

\_\_\_\_\_  
DATE

STATE OF OREGON  
COUNTY OF MORROW

ON THE \_\_\_\_\_ DAY OF \_\_\_\_\_, 2023, THE ABOVE NAMED INDIVIDUAL APPEARED PERSONALLY BEFORE ME AND ARE KNOWN TO ME TO BE THE IDENTICAL INDIVIDUAL WHO EXECUTED THE OWNER'S DECLARATION AND ACKNOWLEDGED THAT THEY DID SO FREELY AND VOLUNTARILY.

\_\_\_\_\_  
NOTARY PUBLIC FOR THE STATE OF OREGON

\_\_\_\_\_  
PRINTED NAME

\_\_\_\_\_  
COMMISSION NUMBER

\_\_\_\_\_  
MY COMMISSION EXPIRES:

**MORROW COUNTY PUBLIC DEDICATION ACCEPTANCE**

WE, THE BOARD OF COMMISSIONERS FOR MORROW COUNTY, OREGON, ACKNOWLEDGE THE PUBLIC DEDICATION AS PROVIDED IN THE OWNER'S DECLARATION AND DO HEREBY ACCEPT THE DEDICATION AS SHOWN

DATED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2023.

\_\_\_\_\_  
MORROW COUNTY COMMISSIONER

\_\_\_\_\_  
MORROW COUNTY COMMISSIONER

\_\_\_\_\_  
MORROW COUNTY COMMISSIONER

**SURVEYOR'S CERTIFICATE**

I, MATTHEW PATRICK KENNY, A REGISTERED PROFESSIONAL LAND SURVEYOR IN THE STATE OF OREGON, DO HEREBY CERTIFY THAT I HAVE CORRECTLY SURVEYED AND MARKED WITH LEGAL MONUMENTS THE LAND AS SHOWN HEREON IN ACCORDANCE WITH ORS CHAPTER 92, AS REVISED, AND THE SUBDIVISION ORDINANCE OF MORROW COUNTY, OR. I FURTHER CERTIFY THAT THE INITIAL POINT HAS BEEN IDENTIFIED AS THE 2-1/2" BRASS CAP FOUND AT THE SOUTHEAST 1/16 CORNER OF SECTION 15. I FURTHER CERTIFY THAT I HAVE PROVIDED THE TRACT LEGAL DESCRIPTION IN ACCORDANCE WITH ORS 92.070(1), AS SHOWN BELOW.

\_\_\_\_\_  
MATTHEW P. KENNY, PLS  
CERTIFICATE NO. 89374

\_\_\_\_\_  
DATE

**LEGAL DESCRIPTION**

THE NORTHWEST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 15, TOWNSHIP 4 NORTH, RANGE 25 EAST OF THE WILLAMETTE MERIDIAN, IN THE COUNTY OF MORROW AND STATE OF OREGON.

EXCEPTING THEREFROM ALL ROADS AND ROAD RIGHT OF WAYS

EXCEPTING THEREFROM THAT TRACT OF LAND CONVEYED FROM FREIDA SMITH TO MORROW COUNTY, FILED JULY 13, 1988 UNDER NUMBER 31289 OF MICROFILM RECORDS, MORROW COUNTY, OR

SUBJECT TO A 40-FOOT PUBLIC ROAD RIGHT-OF-WAY AS ESTABLISHED PER MORROW COUNTY ROAD RESOLUTION NO. 8, DATED JANUARY, 1918 (MAPPED)

SUBJECT TO A 30-FOOT PUBLIC ROAD RIGHT-OF-WAY AS ESTABLISHED PER MORROW COUNTY ROAD APPLICATION NO. 374, ORDERED OPEN JANUARY 7, 1920. (MAPPED)

SUBJECT TO EASEMENT FOR RIGHT OF WAY, INCLUDING THE TERMS AND PROVISIONS THEREOF, IN FAVOR OF WEST EXTENSION IRRIGATION DISTRICT, RECORDED JULY 3, 1996, AS MICROFILM NO. M-48460, MORROW COUNTY MICROFILM RECORDS, (MAPPED)

SUBJECT TO EASEMENT INCLUDING THE TERMS AND PROVISIONS THEREOF, IN FAVOR OF QWEST CORPORATION D/B/A CENTURY LINK QC, RECORDED JULY 5, 2017, AS MICROFILM NO. 2017-40622, AND RE-RECORDED JULY 12, 2017, AS MICROFILM NO. 2017-40648, MORROW COUNTY MICROFILM RECORDS (MAPPED)

SUBJECT TO IRRIGATION WATER DELIVERY AGREEMENT, INCLUDING THE TERMS AND PROVISIONS THEREOF, BY AND BETWEEN WEST EXTENSION IRRIGATION DISTRICT, AS GRANTOR, AND JODY MARSTON, AS GRANTEE, RECORDED DECEMBER 16, 2021, AS MICROFILM NO. 2021-50389, MORROW COUNTY MICROFILM RECORDS.



**APPROVALS**

I CERTIFY THAT I HAVE EXAMINED AND APPROVED THIS PARTITION REPLAT ON THIS

\_\_\_\_\_  
DAY OF \_\_\_\_\_, 2023

\_\_\_\_\_  
WILLIAM COUNTY SURVEYOR  
O R S 92.100(4)

I CERTIFY THAT I HAVE EXAMINED AND APPROVED THIS PARTITION REPLAT ON THIS

\_\_\_\_\_  
DAY OF \_\_\_\_\_, 2023

\_\_\_\_\_  
MORROW COUNTY PLANNING DIRECTOR

I CERTIFY THAT I HAVE EXAMINED AND APPROVED THIS PARTITION REPLAT ON THIS

\_\_\_\_\_  
DAY OF \_\_\_\_\_, 2023

\_\_\_\_\_  
MORROW COUNTY ASSESSOR /  
MORROW COUNTY TAX COLLECTOR

**OFFICE OF COUNTY RECORDS**



P.O. BOX 447, HEPPNER, OR 97836  
541-379-0242  
www.kennylandsurveying.com

PARTITION PLAT LOCATED IN THE NW 1/4 OF THE SE 1/4 OF SECTION 15,  
TOWNSHIP 4 NORTH, RANGE 25 EAST, W.M. MORROW COUNTY, OR.

CLIENT: **JODY L. MARSTON**

PROJECT: 21-18    DR: MPK    CH: MPK    DATE: MARCH 1, 2023    SHEET 2 OF 2

The image features a serene scene of smooth, light-colored stepping stones floating on a calm body of water. The stones are arranged in a path that leads from the foreground towards the background. The water is a soft, pale blue-grey, and the stones create gentle ripples. The background is a soft, ethereal watercolor wash in shades of yellow, green, and blue, with delicate, branching patterns that resemble coral or seaweed. The overall mood is peaceful and contemplative.

# Stepping Stones

ALLIANCE

From...

Hermiston Warming Station

To...

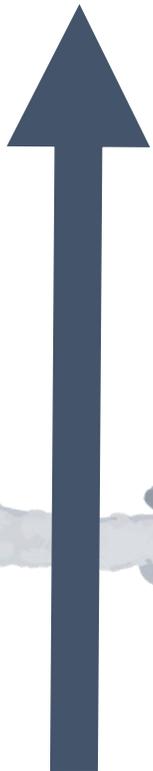


Stepping Stones  
of

H E R M I S T O N



**HOPE and PROSPERITY**



*deficiency and fear*

# Stepping Stones ALLIANCE



## Our Vision

**Stepping Stones Alliance** looks forward to the launch of the **Stepping Stones Center!**

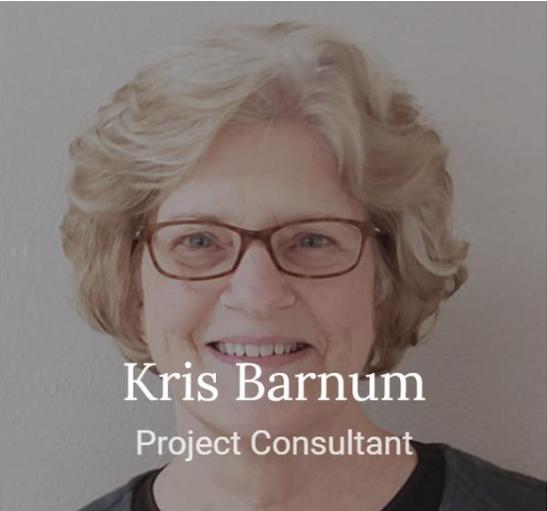
This vision includes facilities, support services and resources that offer *stepping stones* along an *accessible pathway* toward stable housing and self-reliance.

<p><b>Phase 1 – The Sleep Center</b> After partnering with the Hermiston Warming station during the 2021/2022 season, the Sleep Center launched the year-round overnight emergency shelter for the 2022/2023 winter season</p>	<p><b>Phase 2 – The Navigation Center</b> Incremental launch will begin as expanded facilities become available and already committed service delivery partners can be scheduled.</p>	<p><b>Phase 3 – The Housing Center</b> Summer 2023 is targeted for opening the first group of individual shelter units to those demonstrating readiness. Additional units will be added as participant numbers increase.</p>
--	---	--

# A strong board is leading the way!



# Bringing in a strong staff...



Stepping Stones  
ALLIANCE



# Stepping Stones

ALLIANCE



# Existing examples/models...



**Walla Walla Alliance**



**Other Side Academy**



# Existing examples/models...



**Bybee Lakes Hope Center**



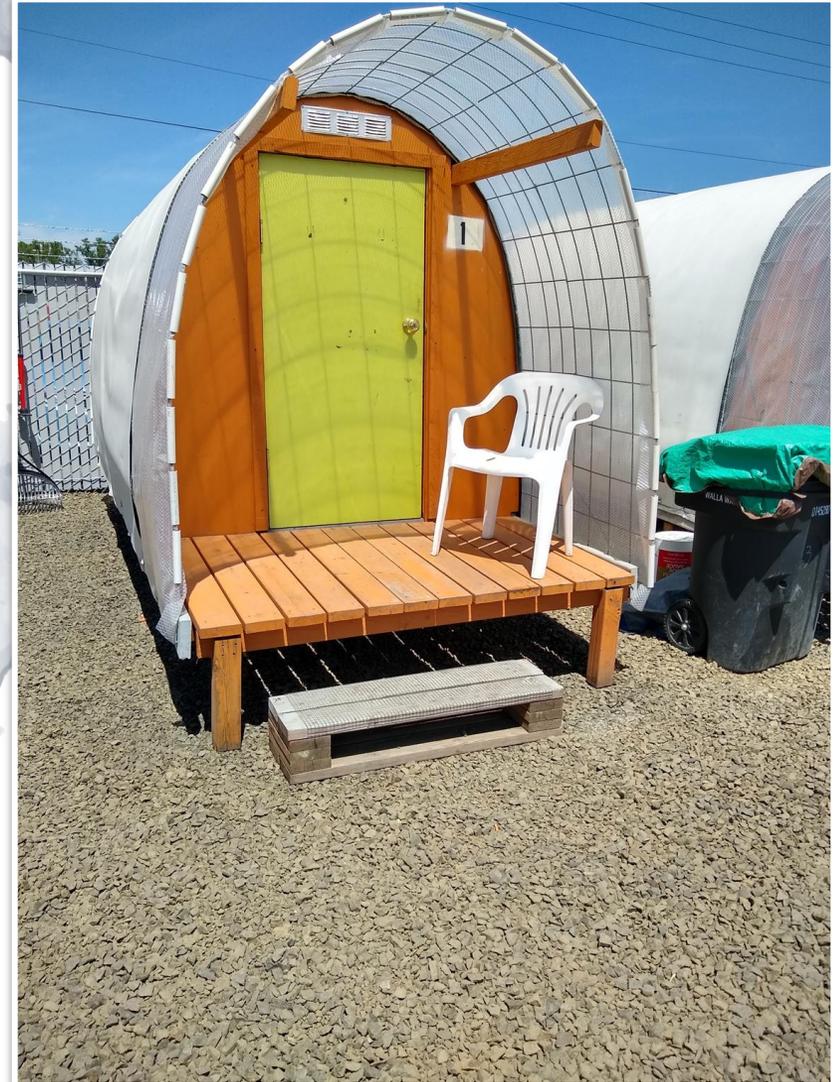
**Harbor of Hope**



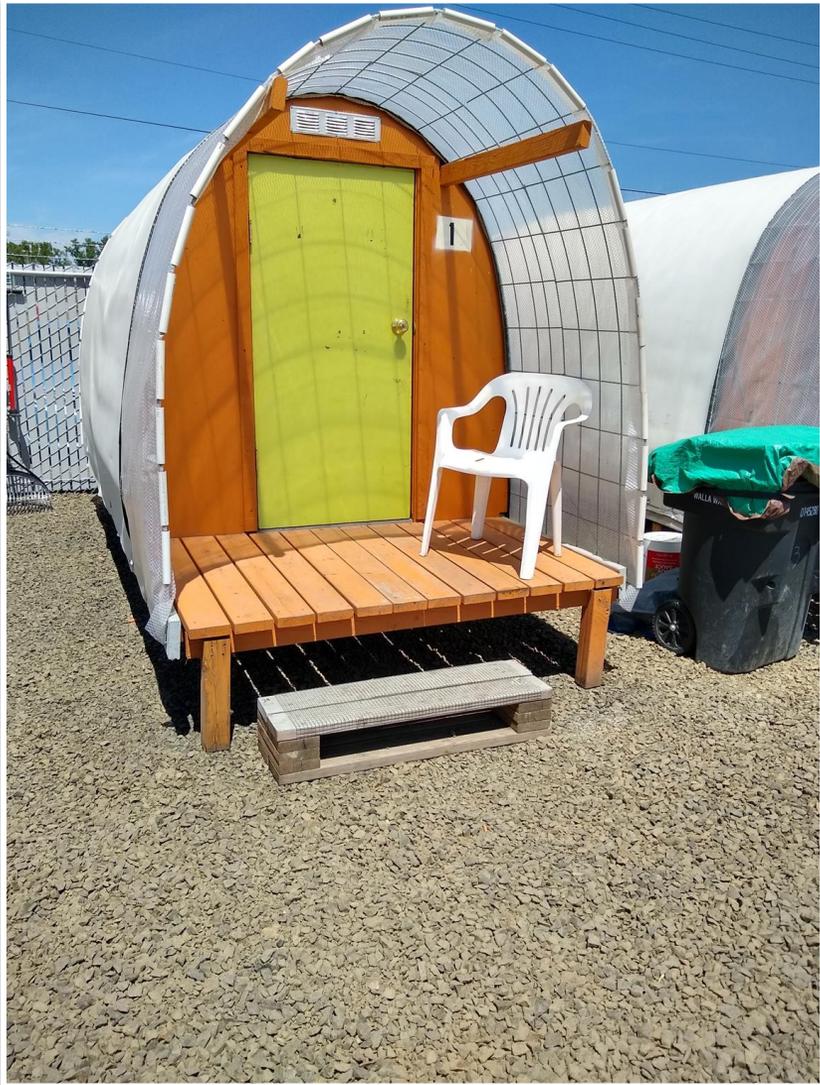
*Stepping Stones*  
ALLIANCE

# Conestoga Huts aka Individual Shelter Units (ISU)

- ❖ Available for one member, one couple or parent and child
- ❖ Member requirements: compliance with site regulations and progress towards self-reliance
- ❖ Cost estimate (materials only): \$2,000
- ❖ Construction: easily obtainable materials, rapid setup, and simple/inexpensive repairs
- ❖ Financed through donations and grants



Stepping Stones  
ALLIANCE



## Build Days

- ❖ April 8, 15, 22, 29, May 6, 20 from 9am-4pm each Saturday
- ❖ Looking for volunteers to join team captains and finish assembly of 20 ISUs
- ❖ Opportunity for service groups



**Pallet Shelters** offer another option and are being used in some Oregon cities as well as several other states.



The Navigation Center is working to develop partnerships with organizations to provide the following services:

- ❖ Medical support
- ❖ Dental support
- ❖ VA support
- ❖ DHS support
- ❖ Substance abuse counseling
- ❖ Mental Health support
- ❖ Educational advisor support
- ❖ CAPECO support



## The Navigation Center



*Stepping Stones*  
ALLIANCE



Stepping Stones  
ALLIANCE

## Insights from Other Programs:

- ❖ In terms of zoning, the “huts” are considered tents. They are rigid, insulated and durable but are unheated, movable and temporary. The zoning falls under the category of temporary emergency shelter.
- ❖ These structures do not fit into HUD standards for housing but they are affordable and yet not so comfortable that individuals want to stay in them forever. This is not permanent housing. Individuals that come are considered “members” of the center and thereby there are no landlord/lessee issues. If someone does not abide by the center rules, they instantly lose their membership and will have thirty minutes to pack up and leave.
- ❖ The Walla Walla Exit Homelessness Program is proving to have great success. They have helped 61+ individuals gain permanent housing out of an unsheltered homeless population of 150-200 individuals. As more people have been placed in permanent housing, they have seen a mental turn around in others who are now seeking to obtain permanent housing as well.
- ❖ Bybee Lakes Center for Hope has helped 74+ individuals gain permanent housing of their own.
- ❖ The Other Side Academy of Utah has had a 79% success rate in placing individuals into the workforce and into their own housing.



Stepping Stones  
ALLIANCE

The intent of Stepping Stones is to provide a safe, clean, and secure environment where those in need of temporary housing might sleep. This site is truly meant to be a stepping stone and not a permanent destination. The goal is to provide an immediate short-term place for the night for some as well as longer term arrangements for others willing to work, volunteer and/or improve themselves so they might gain the means by which they can obtain permanent housing of their own. Opportunities to receive work credit/scholarships for nightly housing will become available.

Stepping Stones is being modeled after successful programs in Walla Walla, Bybee Lakes Center for Hope in Portland, Watered Gardens in Joplin, Missouri and The Other Side Academy in Salt Lake City, Utah.



Currently contracted for services as part of Project PATH.

Awaiting final results of cultural study being conducted before well and septic are put in at permanent site; 81535 Lind Road. These will be closely followed by the installation of two modular buildings and ISUs.

Contacts and agreements are being made with community partners, resources, and providers for the Navigation Center.



Stepping Stones  
ALLIANCE

Questions?



Case for Support  
**Oregon Vietnam War Memorial**  
State Capitol State Park, Salem

*Welcome Home*

**Two words speak volumes.** When Vietnam veterans meet each other, they commonly say “welcome home.” This simple greeting is a painful reminder that Vietnam veterans were not welcomed when they returned from service. In contrast to the heroes’ reception for returning World War II soldiers, most Vietnam veterans came back to a nation fractured by an unpopular conflict. Instead of parades, they were ostracized. Instead of accolades, they were ignored, distrusted, or even attacked. Instead of the generous benefits that supported WWII veterans’ return to society, many Vietnam veterans struggled alone with the challenges of physical and emotional wounds, drug addiction, and homelessness. To hail a fellow Vietnam veteran with “welcome home” is a gesture of solidarity between soldiers whose honorable service has been largely forgotten.

**Oregon’s sacrifice.** Almost 3 million soldiers served during the Vietnam Era, 1955–1975. About 180,000 soldiers were from Oregon, and of those nearly 100,000 are still living today. Of the 58,318 American troops who died in Vietnam, 710 were Oregonians. Typical of Vietnam veterans in general, many Oregonians were drafted from working-class families, ineligible for college deferments.

**The missing monument.** Oregon’s Vietnam veterans have not only been forgotten personally, but also ignored publicly. In the Oregon State Capitol, there is a memorial to veterans of the Civil War. On state properties in the capital city of Salem, there are memorials honoring veterans of the Spanish-American War, World War I, World War II, Korean War, and Afghan-Iraqi Wars. Several Oregon communities have local Vietnam War memorials, but there is no state monument or memorial dedicated to Vietnam veterans. California and Washington erected memorials on their capitol grounds to honor their Vietnam veterans, and it is time for Oregon to do the same.

**Time is of the essence.** Addressing the oversight of Oregon’s Vietnam veterans needs to happen soon. Oregon is losing its Vietnam Era veterans at the rate of eight per day. The average age of the state’s Vietnam veterans is over 72. Parents who lost sons and daughters in Vietnam are in their 90s, if not already gone, without public acknowledgement of their family’s sacrifice.

**Taking action to remember.** The Vietnam War Memorial Fund (VWMF) was founded in 2017 as a nonprofit charitable organization, established with the sole purpose of funding and building a Vietnam War Memorial on the Oregon capitol grounds, now designated as State Capitol State Park. During 2018–2019, the VWMF Steering Committee engaged civic leaders, design professionals, and Vietnam War veterans to review concepts for the Oregon Vietnam War Memorial. A final design was approved on July 31, 2019.

**Sited with significance.** The Vietnam War claimed more Oregon lives than any war except World War II. It is fitting that an Oregon Vietnam War Memorial would be adjacent to the World War II Memorial, on a full acre in the southwest corner of State Capitol State Park. Together, these memorials will honor more than 75% of Oregon’s war dead. The Oregon Vietnam War Memorial will occupy the last available site for commemoration in State Capitol State Park, and the axis of its design was carefully planned to align with the existing World War II Memorial.

**A design rooted in nature and reflection.** In contrast to the austere and solemn WWII Memorial, the design of the Oregon Vietnam Veterans Memorial mixes art, nature, and tradition to create a gathering space beneath existing mature trees. Elements of the memorial are designed to inspire reflection, offer solace, and convey a long-overdue “welcome home:”

- A Soldier's Return sculpture by Oregon artist Libby Carruth depicts the struggles of Vietnam veterans who felt invisible upon their arrival back home.
- The Memorial Monument, a set of black granite columns, will include names of all Oregonians, from every branch of service, who died in Vietnam listed by their hometown. One of the columns will honor those Oregonians who served in Vietnam and suffered back home due to PTSD, infectious parasites, and Agent Orange.
- Brothers Benches will honor the four Oregon Vietnam Double Gold Star families from Boring, Jackson County, Klamath Falls, and Toledo who lost two sons in Vietnam.
- Nurses Station, a sculpture by Oregon artist Rip Caswell, depicts a dedicated nurse attending to a wounded soldier.
- A Meeting & Gathering Area, near a feature with vegetation similar to Vietnam native grasses, will welcome veterans to share their experiences and provide a site for special events.

**Let no others be forgotten.** Because this is the last available commemorative site in State Capitol State Park, the VWMF Steering Committee made a commitment to include in its design elements to honor the sacrifice of other veterans and families who lack a memorial. The design includes a commemorative plaque to honor the six Oregonians who died in Operation Desert Storm, a memorial plaque to honor the 6,000+ Oregon Gold Star Families, a display to honor all Oregonian Purple Heart recipients, and stations to honor all Missing in Action and Prisoners of War from all conflicts.

**A memorial that comes alive.** Using technology that interfaces with visitors’ phones, the Oregon Vietnam War Memorial will feature interpretation of the site’s elements for a deeper understanding of their significance, and honor veterans with their oral histories of Vietnam Era experiences.

**Permissions are in place.** The Oregon Vietnam War Memorial was established by SB319, which passed unanimously by the Oregon State Senate and House of Representatives during the 2021 legislative session. The Governor signed SB319 into law on July 14, 2021. The design has been approved by the City of Salem Historic Landmarks Commission, Oregon Capitol Planning Commission, and the Oregon State Parks and Recreation Commission.

**An investment in our collective memory.** The Oregon Vietnam War Memorial will become a reality with \$4 million. The State of Oregon has already committed \$400,000, and, to date, an additional \$1,300,000 has been raised in private funds. Your contribution will ensure that Vietnam veterans are publicly welcomed home in a long-overdue tribute to their service and sacrifice.

Learn more at [vietnamwarmemorialfund.org](http://vietnamwarmemorialfund.org)



# LEGEND

## Memorial Elements

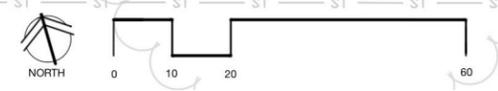
- 1** Memorial Monument - Black Granite Columns
- 2** Brothers Benches
- 3** MIA - POW Stations
- 4** Nurses Station
- 6** Honor Station - Wetland Water Feature
- 7** A Soldier's Return
- 8** Meeting & Gathering Station
- 9** Persian Gulf War Memorial
- 10** Gold Star Families Memorial Plaque
- 11** Purple Heart State Plaque

## Other Features

- A** Oregon Basalt Walls - 30" tall x 36" wide
- B** 8' Tall Lanterns
- C** 6' wide Concrete Walkway
- D** Accent Paving
- E** Concrete Walks
- F** Shrubs & Groundcovers
- G** Lawn
- H** Bamboo Screen
- I** 8' Bench with Back
- J** Curved Bench

COTTAGE STREET

STATE STREET





# South Morrow County Seniors Matter

Senior Nutrition and Social Program for South Morrow County Oregon

Board of Commissioners  
Morrow County  
PO Box 788  
Heppner, OR 97836

Dear Commissioners,

Communities near to Heppner have senior meal programs whereby meals are provided weekly to seniors. These senior meal gatherings are about more than providing food, as they also facilitate an opportunity for individuals to socialize with one another. In addition, the gathering of seniors provides an opportunity for community partners to speak to seniors about pertinent matters.

There are many seniors in south Morrow County, but unfortunately, in-person senior meals have not been provided in Heppner since the COVID pandemic. Prior to that, meals were provided at the St. Patrick's Apartments and were well attended.

Since November, a group of Heppner residents have been working to reestablish these meals. We formed a task force and have since applied for and received 501c3 non-profit status. \$30,000 in WCVD funds have been pledged to this project (\$15,000 per year for 2 years). We have met with the Heppner Housing board and have arranged for rental use of the St. Patrick's apartments. We've gone to other meal sites and have garnered from them much help in preparing to relaunch these senior meals in Heppner. Our efforts have been met with much enthusiasm by the community partners and individuals we've interacted with.

We ask that the board consider using COVID relief funds to restart this important community resource. A proposed budget (and other pertinent information) is attached to this cover letter. The budget would require a grant of \$33,984.00 per year for the next two years (\$67,968.00 total).

Jerry Conklin  
South Morrow County Seniors Matter Board President

PO Box 241 - 190 N Main St, Heppner, OR 97836

[smc seniorsmatter@gmail.com](mailto:smc seniorsmatter@gmail.com)

541.701.9810

## **HISTORY**

On occasion, in conducting our hospice visits, Jackie Alleman (MCHD Hospice Volunteer Coordinator) and I (Jerry Conklin, MCBC Hospice Chaplain), have had occasion to pick up senior meals for hospice families or go with the families to the senior meal site. Boardman, Arlington, Irrigon, and Condon are all providing weekly meals for seniors.

Heppner has not been providing senior meals since COVID. Previously CAPECO was preparing and providing the meals which were sited at the St. Patrick Senior Apartments. If these meals were to be restarted, there are many seniors in our community who could potentially be served. According to the most recent census date, over 20% of Heppner residents are over the age of 65, which would equate to as many as 250 individuals in Heppner and the nearby communities.

## **BENEFITS TO THE COMMUNITY**

Providing senior meals is important for several reasons:

1. Provide a well-rounded nutritious meal once a week.
2. Provide for a welcoming atmosphere where seniors can socialize with other seniors.
3. Provide a venue where community partners can speak to seniors about senior-pertinent matters (we've generated a list of almost 50 such entities).
4. Work to elevate the importance of valuing/caring for the seniors in our community.

## **SMCSM BOARD MEMBERS**

We've worked to put together a task force, that has since become the board, which is made up of the following individuals (all are Heppner residents currently active in community service in various ways):

1. Jerry Conklin (President): [REDACTED]
2. Jackie Alleman (Secretary) [REDACTED]
3. Molly Rhea: [REDACTED]
4. Sheryl Bates: [REDACTED]
5. Dennis Wiser: [REDACTED]

## **INTERACTIONS**

We've met with several groups/organizations to discuss the possibility of restarting senior meals, including the following. The plan to restart a senior meal program has been met with near universal enthusiasm:

1. CAPECO
2. Heppner Housing Authority
3. Heppner City Council;
4. Heppner Ministerial Association
5. Morrow County Health District.

6. The Lions Club
7. The Neighborhood Center

## **LOCATION**

The Heppner Housing Authority has agreed to provide their meeting room and kitchen at a cost of \$650 per month. They've got a large, open meeting room and an upgraded kitchen that is more than adequate.

## **FUNDING**

Kim Cutsforth worked to secure \$15,000 in Willow Creek Valley Economic Development (WCVED) funds for this year and next. In addition, the Lions Club is offering a one-time grant of \$1000. There are other community partners that are likely to contribute also.

We've been told that Morrow County may have COVID funds that are available for the restart of businesses/projects that were affected by COVID. We are asking if the county might consider using some of these funds to restart this worthwhile enterprise.

We have received approval of our 501c3 status. Here is our pertinent information:

### **South Morrow County Seniors Matter**

PO Box 241  
Heppner, OR 97836

**Phone:** 541-701-9810

**Federal Tax ID/EIN:** [REDACTED]

**State Certificate of Existence:** [REDACTED]

## South Morrow County Seniors Matter Estimated Budget

Cook	416 Hours @ \$25.00/hour	\$10400.00
Assistant Cook	208 Hours @ \$23.00/hour	\$4784.00
Building Rent	\$650.00/month	\$7800.00
Admin/Insurance/Miscellaneous		\$2000.00
Food	\$2000/month	\$24000.00
<b>Estimated Total Cost Per Annum</b>		<b>\$48984.00</b>
<b>WCED Funds Already committed</b> (\$15,000 per annum for 2 years)		-\$15000.00
<b>AMOUNT NEEDED (per year)</b>		<b>\$33,984.00</b>
<b>Total Morrow County Grant Requested</b> (\$33,984 per annum for 2 years)		<b>\$67,968.00</b>

## Community Partners to Invite to Share at Senior Meals

Willow Creek Terrace	Life Flight	Home Health – Home Safety
Hospice	Public Health	PM Hospital
Fire Department	EMS	Neighborhood Center
CAPECO	BEO – fraud	Attorney – end of life issues
Advance directives – wills	Insurance	City of Heppner
Les Schwab – winter driving	Dental health	Sweeney Funeral Home
Rep Gregg Smith	Museum	Morrow Co Chronicles
Newspaper	Schools – preschools	FFA, Business Groups
Chamber	Library	Aquatics Center
Lott’s Fitness	Columbia Basin Elec	Morrow Co Grain Growers
City Mayor	PM Nutritionist	Caregiving / Self Care
Senior Resources	VA Services	Hiring services for care givers
Memory issues	Loss /Grief issues	Transportation Loop
Morrow Co Sheriff	Red Cross	Community Counselling Services
Domestic Violence	Birth right	Medicare info
Flood Town Books	Heppner Art Council	

# State of Oregon

OFFICE OF THE SECRETARY OF STATE  
Corporation Division

## Certificate of Existence

I, SHEMIA FAGAN, SECRETARY OF STATE and Custodian of the Seal of said State, do hereby certify:

**SOUTH MORROW COUNTY SENIORS MATTER**

*is*

*a Nonprofit Corporation*

*under the laws of The State of Oregon*

*and is active on the records of the Corporation Division as of the date of this certificate.*

*In Testimony Whereof, I have hereunto  
set my hand and affixed hereto the  
Seal of the State of Oregon.*



A handwritten signature in blue ink, appearing to read "Shemia Fagan".

SHEMIA FAGAN, SECRETARY OF STATE

Issued Date: 4/11/2023



Come visit us on the internet at: <https://sos.oregon.gov/business>  
or use the QR code to check their current status.



# AGENDA ITEM COVER SHEET

Morrow County Board of Commissioners

(Page 2 of 2)

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

The Oregon Broadband Technical Assistance Program fund recently increased by \$5M. There are potential changes to the program's rules, and this letter of support requests 1) consistency with previous rules in which the Morrow County Broadband Action Team has attempted to align with, and 2) and increase in the maximum grant award to reflect the increased available funding.

## 2. FISCAL IMPACT:

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

Sign the letter and submit, on letterhead and via email, to the Director of the Oregon Broadband Office (within Business Oregon) Nick Batz and Broadband Office Manager Daniel Holbrook.

Attach additional background documentation as needed.



## BOARD OF COMMISSIONERS

110 N Court St. • P.O. Box 788  
Heppner, OR 97836  
541-676-5613  
www.co.morrow.or.us

David Sykes, Chair  
Jeff Wenholz, Commissioner  
Roy Drago Jr., Commissioner

April 19, 2023

Nick Batz, Director  
Oregon Broadband Office  
Oregon Business Development Department  
775 Summer St. N.E., Suite 200  
Salem, Oregon 97301

Dear Mr. Batz,

We are writing to convey our ongoing support for the Oregon Broadband Office and to express our appreciation for the office's responsiveness to a diverse network of community and stakeholder engagement. Most of the Morrow County Broadband Action Team's participants have not been stakeholders in broadband infrastructure grant processes, yet we believe this new collaboration will lead to accountable and sustainable connectivity outcomes.

The Oregon Broadband Office's announcement of increased funding and a delayed timeline for the Broadband Technical Assistance Program (BTAP) raises several concerns, outlined below:

1. The eligible applicant's standards should not change. It is our belief that BTAP's existing eligible applicant requirements are consistent with a "best practice" standard that encourages public-private partnerships (at least in the planning stages) and improves the long-term accountability and sustainability of public funds.
2. Regardless of how much funding the BTAP program has and when the program is released, it should allow for planning activities that align with infrastructure grant eligibility standards and for flexible use of awarded funds across multiple stages of broadband planning. For Morrow County, this will constitute evaluating various business models, pre-engineering, and project management support of an ORS 190 intergovernmental agreement ratifying our Broadband action Team.
3. Given the challenges of the Federal Communications Commission's (FCC's) Broadband Deployment Data and Oregon's lack of proprietary alternative data sources, we believe that crowdsourced speed-test data should govern program eligibility, particularly in the most rural and frontier areas. Over-reporting of service levels on national mapping initiatives poses a threat to closing the digital divide.
4. Because of the additional funding in the Broadband Fund, the ceiling for awards should be increased to *at least* \$150,000 and up to \$200,000 if a project proposal covers, at least in part, financial ground-truthing and pre-construction engineering costs.

When considering how to maximize the positive impacts of this funding, we recognize that *getting things right* is more important *than doing things fast*. We also, however, remain confident the Oregon Broadband Office is more than capable of meeting communities where they are and understanding the urgency of our on-the-ground needs.

Finding additional funds for planning is good news for communities across the state, but we fear there may be disruptive implications because of shifting standards and an uncertain timeline – particularly for communities that are ready or near ready for planning dollars. We respectfully ask that you consider these impacts as you alter program handbooks and provide responses, additional information, or answers as they become available.

Sincerely,

---

David Sykes  
Chair

---

Jeff Wenholz  
Commissioner

---

Roy Drago Jr.  
Commissioner



# Morrow County

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P.O. Box 788 • 110 N. Court St.  
Heppner, OR 97836 • (541) 676-5613  
[www.co.morrow.or.us](http://www.co.morrow.or.us)

**\*\*\*PRESS RELEASE\*\*\***

April 13, 2023

## **Ambulance Services Review Under Way**

The Morrow County Board of Commissioners has authorized the updating and modernizing of the County's Ambulance Service Area Plan and designation of Ambulance Service Area Providers. In this process, the County will be working with the Oregon Health Authority, all parties providing or interested in providing ambulance services, and all parties who wish to be consulted or provide advice regarding the Plan and the boundaries of ambulance service areas.

While the County is working on that update, ambulance services continue to be provided by the Morrow County Health District under the 1998 Ambulance Service Providers Ordinance, so the public should not see any change in services.

Direct inquiries to:

Roberta Vanderwall, Interim Administrator  
[rvanderwall@co.morrow.or.us](mailto:rvanderwall@co.morrow.or.us)  
541-676-2529

## AMBULANCE SERVICE PLAN PROCESS

Morrow County is currently operating under the 1998 ASA Plan and Ordinance No. MC-C-4-98

Morrow County located at 110 N. Court, Heppner, OR 97836, 541-676-5316 is the responsible agency for implementing an Ambulance Service Plan.

Morrow County is holding Public Hearings to propose the adoption of the new Ambulance Service Plan and Boundaries/Ordinance. Public testimony will be taken and comments will be received and compiled.

*Please limit comments to three minutes.*

- 1 - PUBLIC HEARING - **Wednesday, May 3 @ 3:00 PM** in the Bartholomew Building in Heppner to receive testimony and take input.
- 2- PUBLIC HEARING - **Wednesday, May 3 @ 6:00 PM** in the Bartholomew Building in Heppner to receive testimony and take input.
- 3- PUBLIC HEARING – **Wednesday, May 10<sup>th</sup> @ 3:00 PM**, location to be announced
- 4- PUBLIC HEARING – **Wednesday, May 10<sup>th</sup> @ 6:00 PM** The Morrow County Government Building in Irrigon to receive testimony and take input.

Current committee: Justin Nelson, Morrow County Legal Counsel, Bob Blackmore, Legal Counsel retained by the County for his expertise in ASA Plans and Ordinances, Paul Gray, Emergency Manager and Roberta Vanderwall, Interim County Administrator. We will be adding interested members to the committee such as BRFD, MCHD, Good Shephard Group, etc.

Bob Blackmore, Justin Nelson, Paul Gray and I have started the process to update the Ambulance Service Plan and Ordinance. Roberta Lutcher, Executive Assistant to the BOC has begun the process of updating the original document into a Word document.

Once the Public Hearings have closed, County staff will compile the comments for Bob Blackmore and BOC to review and take into consideration.

Morrow County may want to retain an engineering firm specializing in maps and boundaries. Bob B will get further information for us. This is an option the Commissioners may want to consider.

Once the committee has a Plan, the County will adopt an ordinance and the ASA Plan.

Oregon Health Authority (OHA) adopts Morrow County's Plan within 60 days of receipt of Plan, shall approve the Plan if it complies with the rules or disapprove the Plan.

BOC Approves final ASA Plan approved by the State



# AGENDA ITEM COVER SHEET

Morrow County Board of Commissioners

(Page 2 of 2)

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

Chair Sykes requested we build a Nitrate brochure for the community with facts on what the County has been doing to help resolve the problem. Roberta Lutchter and I put together this flyer with information from the Public Health Department, Planning Department, Finance Department and Boardman Foods.

We estimated that 4500 man hours calculated at a low estimate of \$20 per hour gave us the \$90,000 value.

## **2. FISCAL IMPACT:**

N/A

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

Provide the Community with the brochures. Use them as talking points when out in the community talking about Nitrate concerns. Get the informational brochure out into the schools, the cities, businesses, newspapers, etc.

Attach additional background documentation as needed.



# MORROW COUNTY - NITRATE FACTS

## *WATER QUALITY, WATER QUANTITY & DRINKING WATER PROTECTION*

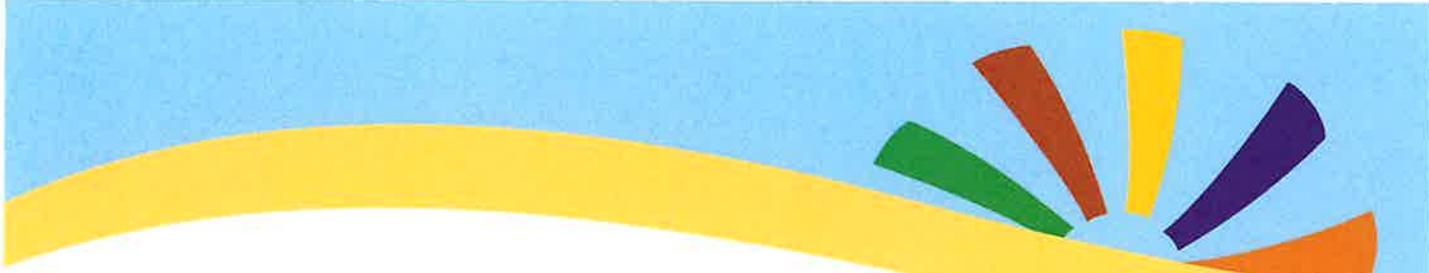


### **HOURS SPENT:**

- ◆ Morrow County and supporting agencies have completed over **4,500** man-hours (\$90,000) on Nitrate issues

### **EFFORTS THUS FAR:**

- ◆ Water sampling, testing wells & guidance
  - ◆ Provided drinking water
  - ◆ Purchased and Installed Filters
  - ◆ Created maps of wells and correlated with Oregon Water Resources Department maps
  - ◆ Continue to provide water services within the County
  - ◆ Educational packets distributed in English and Spanish
  - ◆ Community Outreach
- 



MORROW COUNTY HAS RECEIVED FROM OUTSIDE FUNDING SOURCES:

- ◆ Business Oregon - \$ 20,000 (Water System Regionalization Study)
- ◆ Business Coalition - \$121,000
- ◆ State of Oregon - \$125,565
- ◆ Misc. Revenue - \$156,477
- ◆ CDS Funding - \$1.7M to be received

In addition to man-hours, \$154,312 has been expended toward this project:

- ◆ Water provided - \$ 46,909
- ◆ Filter Purchases - \$18,499
- ◆ Filter Installation - \$44,010
- ◆ Miscellaneous - (Advertising, Fuel, etc.)

Morrow County Public Health Department, Planning Department, Emergency Management Department, and Boardman Foods, Inc. have all assisted.



To learn more about Nitrate in the water and how Morrow County is helping resolve this issue, please contact:

Morrow County Public Health Director Robin Canaday @ 541-676-5421  
Morrow County Planning Director Tamra Mabbott @ 541-922-4624





# CONDADO DE MORROW

## DATOS SOBRE EL NITRATO

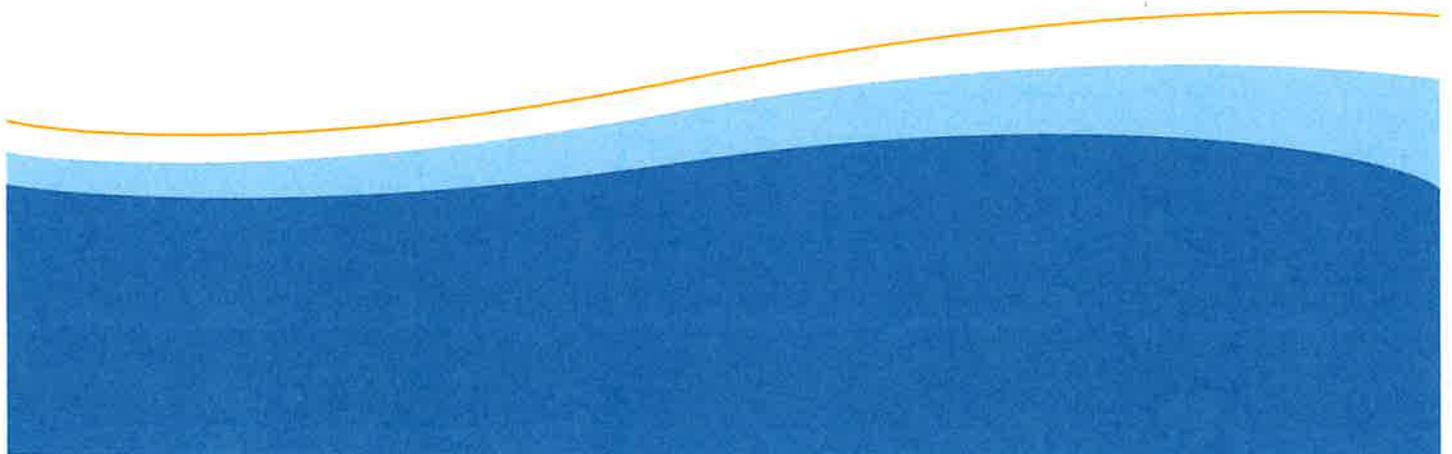
*CALIDAD DEL AGUA, CANTIDAD DE AGUA,  
Y PROTECCION DEL AGUA*

### **HORAS DEDICADAS:**

- ◆ El Condado de Morrow y las agencias de apoyo han completado más de **4,500** horas-hombre en temas de nitrato

### **ESFUERZOS HASTA EL MOMENTO:**

- ◆ Muestreo de agua, testeo de pozos y orientación
- ◆ Distribución de agua potable
- ◆ Compra e instalación de filtros
- ◆ Se crearon mapas de pozos y se correlacionaron con los mapas del Departamento de Recursos Hídricos de Oregón
- ◆ Continuo servicio de entrega de agua dentro del Condado, paquetes educativos distribuidos en inglés y español
- ◆ Alcance comunitario





EL CONDADO DE MORROW HA RECIBIDO FONDOS DE FINANCIAMIENTO EXTERNAS:

- ◆ Business Oregon - \$ 20,000 (Estudio de Regionalización del Sistema de Agua)
- ◆ Coalición Empresarial - \$121,000
- ◆ Estado de Oregón - \$125,565
- ◆ Ingresos varios - \$ 156,477
- ◆ Financiamiento de CDS: se recibirán \$ 1.7 millones

Además de las horas-hombre, se han invertido \$154,312 en este proyecto:

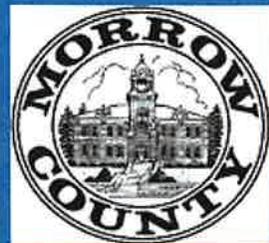
- ◆ Agua proporcionada - \$ 46,909
- ◆ Compra de filtros - \$18,499
- ◆ Instalación de filtros - \$44,010
- ◆ Varios - (Publicidad, Combustible, etc.)



Departamento de Salud Pública del Condado de Morrow, El Departamento de Planificación, el Departamento de Manejo de Emergencias y Boardman Foods, Inc. han ayudado.

Para obtener más información sobre el nitrato en el agua y cómo el condado de Morrow está ayudando a resolver este problema, póngase en contacto con:

Directora de Salud Pública del Condado de Morrow, Robin Canaday @ 541-676-5421  
Directora de Planificación del Condado de Morrow, Tamra Mabbott @ 541-922-4624





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

(For BOC Use)
Item #
5h

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

Presenter at BOC: Roberta Vanderwall
Department: Administration
Short Title of Agenda Item: Transit Facility
(No acronyms please)

Date submitted to reviewers: April 13, 2023
Requested Agenda Date: April 19, 2023

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

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

Reviewed By:

Department Director Required for all BOC meetings
Roberta Vanderwall 4-13-2023 County Administrator Required for all BOC meetings
Justin Nelson County Counsel \*Required for all legal documents
Kevin Ince Finance Office \*Required for all contracts; other items as appropriate.
Human Resources \*If appropriate

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

# AGENDA ITEM COVER SHEET

Morrow County Board of Commissioners

(Page 2 of 2)

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

In June 2022, the County retained Pivot Architecture to complete a Site Selection for the County Transit Facility. Three sites were identified as potential sites with the Olson Road/Columbia site being the preferred site.

The County was working with ODOT on the grant for the Transit Facility. At no time did the ODOT personnel advise County staff that a NEPA Assessment would be required prior to purchasing the property for the site.

What is a NEPA assessment?

An Environmental Assessment (EA) under the National Environmental Policy Act (NEPA) is a concise public document that provides sufficient evidence and analysis for determining whether HRSA should issue a Finding of No Significant Environmental Impact (FONSI) or prepare an Environmental Impact Statement (EIS).

In May, 2022, the County purchased the property from George Hansen using Leslie Pierson, Windermere Group.

In April 2023, ODOT was meeting with County staff to review the grant process and during the meeting the fact that the NEPA Assessment was not completed, we could not use the property and the process had to be completed prior to purchase.

I've contacted the ODOT consultants to see if there is any way around the requirement. It is looking like the County will need to purchase another piece of property.

## **2. FISCAL IMPACT:**

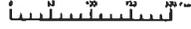
N/

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

Get a firm answer and direction from ODOT. Possibly move forward and look at new sites for the Transit Facility.

Attach additional background documentation as needed.

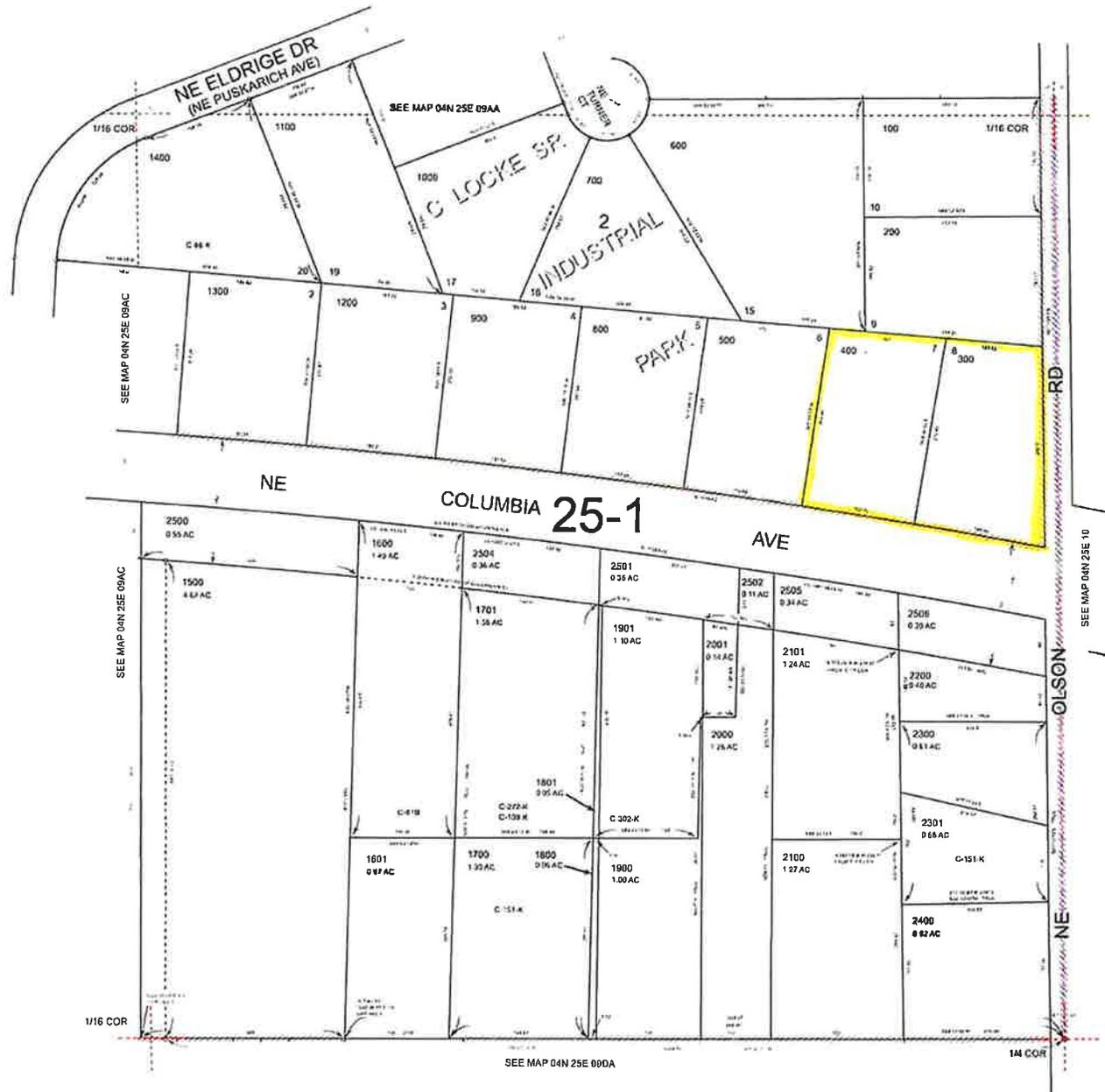
THIS MAP WAS PREPARED FOR  
ASSESSMENT PURPOSE ONLY



S.E. 1/4 N.E. 1/4 SEC. 9 T.4N. R.25E. W.M.  
MORROW COUNTY  
1" = 100'

04N25E09AD  
BOARDMAN

Cancelled  
2503



Revised: EB  
12/09/2015

BOARDMAN  
04N25E09AD

# Morrow County Transit Facility - Site Feasibility Study

6/9/2022



## Project Summary

Morrow County Public Transit, in pursuit of its capital improvement plan, seeks a site to build an operations headquarters for its transit services. The City of Boardman was identified as a logical location for the facility being the most populous incorporated area in Morrow County as well as adjacent to the likely future fixed-route services.

## Required Space

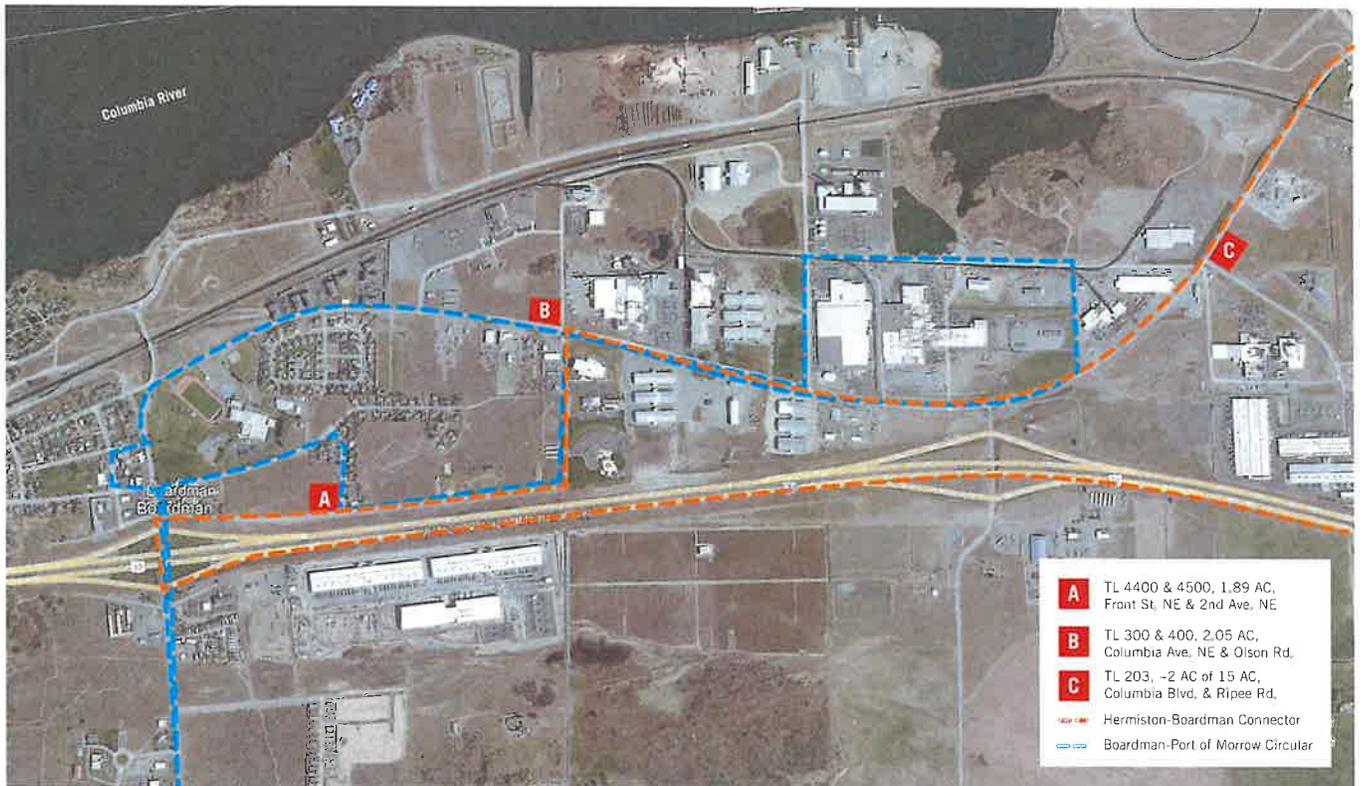
To quantify the space needed for the new facility, the project team assisted the owner team to develop a Space Program document. Based on owner's descriptions of their anticipated needs, we assigned required physical space needs based on our previous experience with similar facilities. The resulting document calculated the anticipated need for total building area and total site area in 10 years and in 20 years timeframes. In general, we recommend planning to build for the 10-year need, while ensuring site space is available for the 20-year and longer need.

BUILDING			10 years (2032)		20 years (2042)		Remarks	
Space	Size feet x feet	Unit Area Sq. feet	Quantity	Total sq. feet	Quantity	Total sq. feet		
<b>OFFICE</b>								
1	Transportation Director	10' 12'	120 sf	1	120 sf	1	120 sf	Transportation director's private office
2	Operations Supervisor	10' 10'	100 sf	1	100 sf	1	100 sf	Operations managers private office
3	Dispatch	8' 8'	64 sf	2	128 sf	2	128 sf	Semi-open office area, reception
4	Drop-in Driver Desk ("hotel" space)	8' 8'	64 sf	1	64 sf	1	64 sf	2 stations. Computers.
5	Conference Room	16' 21'	336 sf	1	336 sf	1	336 sf	May seat up to 15 people, Staff meetings, staff trainings, countertop
6	Copy / Supply Work area	8' 10'	80 sf	1	80 sf	1	80 sf	adjacent to open office area, countertop, casework
7	File Storage	10' 2'	20 sf	1	20 sf	1.5	30 sf	12 linear feet of shelving.
8	Office Storage	8' 8'	64 sf	1	64 sf	1	64 sf	General storage room
9	Reception/Ticket Sales	8' 10'	80 sf	1	80 sf	2	160 sf	transparent security screen w/ pull down shade. not sure if ticket sales will occur here
10	Lobby	10' 12'	120 sf	1	120 sf	1	120 sf	seating for (4) people waiting at one time. Possible for lobby to remain open after hours.
11	Freight /Lost & Found Storage	6' 8'	48 sf	0	sf	0	sf	no need.
12	Exterior Access restroom	7' 8'	56 sf	1	56 sf	2	112 sf	off lobby rather than directly from outside.
13	Break Room	12' 14'	168 sf	1	168 sf	1	168 sf	sink, microwave, refrigerator, table w/ 6 chairs
14	Drivers Storage Closet	3' 4'	12 sf	1	12 sf	1	12 sf	cleaning supplies and items that get restocked in fleet vehicles, possible exterior access
15	Staff Lockers	2' 2'	4 sf	16	64 sf	24	96 sf	adjacent to break room, restrooms, exterior entrance
16	Coat Closet	3' 3'	9 sf	1	9 sf	1	9 sf	for all staff
17	Staff Mailboxes	1' 1'	1 sf	15	11 sf	30	23 sf	
18	Restrooms	7' 8'	56 sf	2	112 sf	2	112 sf	Single-occupant restrooms, 1 for staff, 1 for public
19	Shower	6' 8'	48 sf	0	sf	0	sf	Emergency eye wash/shower in shop.
20	Quiet room	8' 8'	64 sf	1	64 sf	1	64 sf	comfortable chair, w/ sink for mother's room use.
21	Tel/Comm	5' 6'	30 sf	1	30 sf	1	30 sf	File Server, climate controlled room, rack system
22	Mechanical	10' 12'	120 sf	1	120 sf	1	120 sf	Need to verify, potentially in attic space
23	Electrical	8' 10'	80 sf	1	80 sf	1	80 sf	Need to verify
24	Janitor/Building Maintenance	6' 6'	36 sf	1	36 sf	1	36 sf	Mop sink, cart storage
<b>Total Net Area - Office Space</b>				<b>1,874 sf</b>		<b>2,064 sf</b>		
<b>Circulation 25%</b>				<b>469 sf</b>		<b>516 sf</b>		
<b>Total Gross Area - Office Space</b>				<b>2,343 sf</b>		<b>2,579 sf</b>		
			10 years (2032)		20 years (2042)		Remarks	
Room	Size feet x feet	Unit Area Sq. feet	Quantity	Total sq. feet	Quantity	Total sq. feet		
<b>MAINTENANCE</b>								
30	Office	8' 10'	80 sf	1	80 sf	1	80 sf	for maintenance staff
31	Light Repair Bay	40' 20'	800 sf	2	1,600 sf	2	1,600 sf	large door requested. 14' roll up door.
32	Emergency eye wash/shower	3' 3'	9 sf	1	9 sf	1	9 sf	
33	Workshop	3' 15'	45 sf	1	45 sf	1	45 sf	In Light repair bay
34	Parts/Supply Storage	10' 10'	100 sf	1	100 sf	1	100 sf	
35	Shop Janitorial	5' 5'	25 sf	1	25 sf	1	25 sf	In Light repair bay
36	Compressor Room	10' 10'	100 sf	1	100 sf	1	100 sf	
37	Tire Storage	3' 20'	60 sf	1	60 sf	1	60 sf	In Light repair bay
38	Restrooms							
<b>Total Net Area - Maintenance Space</b>				<b>1,939 sf</b>		<b>1,939 sf</b>		
<b>Circulation 10%</b>				<b>194 sf</b>		<b>194 sf</b>		
<b>Total Gross Area - Maintenance Space</b>				<b>2,133 sf</b>		<b>2,133 sf</b>		
<b>Total Building (Office, Maintenance)</b>				<b>4,476 sf</b>	<b>4,712 sf</b>			

SITE			10 years (2032)		20 years (2042)		Remarks	
Room	Size feet x feet	Unit Area Sq. feet	Quantity	Total sq. feet	Quantity	Total sq. feet		
50	Covered parking for fleet	12' 30'	360 sf	10	3,600 sf	18	6,480 sf	Overhanging structure is larger
51	Covered Wash Bay	12' 30'	360 sf	1	360 sf	1	360 sf	Contiguous with covered fleet parking. Washing machine, vacuum, Pressure washer.
52	Customer / Visitor parking	10' 20'	200 sf	6	1,200 sf	15	3,000 sf	parking adjacent to public entrance
53	Office Employee parking	10' 20'	200 sf	8	1,600 sf	12	2,400 sf	in secured area
54	Driver / Employee parking	10' 20'	200 sf	7	1,400 sf	20	4,000 sf	in secured area.
55	Park and ride parking	10' 20'	200 sf	20	4,000 sf	20	4,000 sf	Desired amenity
56	Passenger shelter	10' 10'	100 sf	1	100 sf	1	100 sf	
57	Park and ride bicycle storage units	3' 6'	18 sf	4	72 sf	8	144 sf	Confirm if needed.
58	Trash	8' 10'	80 sf	1	80 sf	1	80 sf	trash only
<b>Subtotal Site</b>					<b>12,412 sf</b>		<b>20,564 sf</b>	
Landscaping, 15%					1,862 sf	0	3,085 sf	
Storm Water Detention/Treatment, 5%					sf	0	sf	
Building Footprint					4,476 sf	0	4,712 sf	
<b>Total Net Area - Site</b>					<b>18,750 sf</b>		<b>28,361 sf</b>	
Circulation & Misc.				65%				
					<b>12,187 sf</b>		<b>18,435 sf</b>	
<b>Total Gross Area - Site</b>					<b>30,937 sf</b>		<b>46,795 sf</b>	
<b>Approximate Total Site Area Needed (Building + Site in Acres)</b>					<b>.71 acres</b>		<b>1.07 acres</b>	

## Sites Considered

In conjunction with their realtor, MCPT used the program information to identify three potential sites within Boardman's city limits.



- A** TL 4400 & 4500, 1.89 AC, Front St. NE & 2nd Ave. NE
- B** TL 300 & 400, 2.05 AC, Columbia Ave. NE & Olson Rd.
- C** TL 203, ~2 AC of 15 AC, Columbia Blvd. & Ripee Rd.
- Hermiston-Boardman Connector
- Boardman-Port of Morrow Circular

**Morrow County Transit Facility**  
 Boardman Site Selection - 3/22/2022



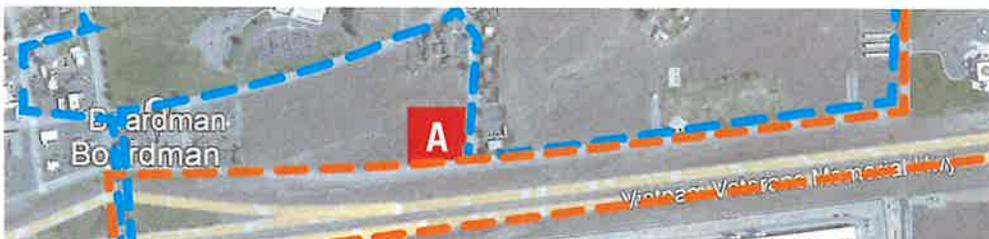
SITE	MAP	LOT #	AREA	ZONING	Overlay	RCOMMENT
<b>A</b>	04 N25E09DB	4500	0.92 Acres	commercial / HWY SUB DISTRICT	Interchange area management plan	Potentially has access from south and east
	04 N25E09DB	4400	0.97 Acres	commercial / HWY SUB DISTRICT		access from Front St. only.
	<b>1.89 Acres</b>					
<b>B</b>	04N25E09AD	300	1.05 Acres	Light Industrial		Potentially has access from south and east
	04N25E09AD	400	1.00 Acres	Light Industrial		access from south only.
	<b>2.05 Acres</b>					
<b>C</b>	04N25E11	203	<b>15.58 Acres</b>	General Industrial		

## Site Evaluation

Evaluation criteria were as follows:

- Zoning – Is site appropriately zoned for the intended use?
- Size – Is physical size and shape adequate to accommodate program requirements?
- Right-of-way (ROW) access – Does site have good access to right-of-way? Is it possible to isolate fleet traffic access from public access?
- Utilities– Does site have adequate provisions for electrical power, water, and wastewater?
- Easements and Encumbrances – Review available title report information and assess impact on site usage.
- Transit mode sharing:
  - \* Proximity to transit routes
  - \* Proximity to pedestrian amenities

### Site A



Location: Northwest corner of intersection of NE Front St. and NE 2nd St.

(This was identified early in the process, but was removed from consideration before our analysis was complete.)

- Zoning: The properties are zoned “Commercial - Hwy sub district” and fall within the Interchange Area Management Plan boundary. Transportation Facilities and Improvement projects may require a conditional use application in this zone.
- Size – Combined size of both lots is 1.89 acres. Program calls for minimum of 1.07 acres, so size is likely adequate. This site was removed from consideration before we completed a diagrammatic layout to confirm that assumption.
- ROW access: This site has good access to NE Front St. and separately to 2nd Ave. NE, allowing for good separation of fleet and public vehicle traffic.

- Utilities: Not reviewed. Site was removed from consideration.
- Easements and Encumbrances: Not reviewed. Site was removed from consideration.
- Transit mode sharing:
  - \* This site's proximity to commercial development that serves the I-84 interchange at Front St. makes it attractive. Pedestrian sidewalks are limited along Front St.
  - \* The proposed routes for both the Hermiston – Boardman Connector and the Boardman – Port of Morrow Circular will pass by this site.

## Site B



Northwest corner of intersection of Columbia Ave. NE and Olson Rd.

This site has many favorable qualities and is the current preferred option.

- Zoning: The properties are zoned “Light Industrial”. Table 2.4.110.A of applicable land use code lists “public works yards, transit and transportation, and similar facilities” as permitted use.
- Size – Combined size of both lots is 2.05 acres. See site conceptual layouts that confirm site has adequate area for programmed use.
- Setbacks:
  - \* Front Yard Setbacks. The minimum front yard setback shall be 15 feet, except additional setback yards may be required to provide for planned widening of an adjacent street.
  - \* Rear Yard Setbacks. There is no required rear yard setback.
  - \* Side Yard Setbacks. There are no required side-yard setbacks.
- ROW access: This site has good access to Columbia Ave. NE and separately to Olson Rd., allowing for good separation of fleet and public vehicle traffic.
- Utilities:
  - \* Sanitary connections are located on the north side of the properties. The optimal sanitary connection is the maintenance hole; on the north side of lot 400, since it is lowest sanitary connection point around the site and the low end of the site.
  - \* Storm – The City of Boardman Development code requires retention of 100% of precipitation based on values from a variety of information including rainfall data from ODOT, NOAA and soil information from National Resource Conservation Service. With site specific infiltration test it may be allowed reduce the size of required detention if higher permeability rates are demonstrated. Approved methods of detention per code are ponds and bio-swales. A few options such as a series of smaller facilities (swales or rain gardens) with a combination of surface storage, with underground rock storage directly beneath the facilities, would allow the most flexibility for incorporating into the landscaping design with the least site impact. A stormwater facility can be located the north side of the site using the existing site grades from south to north with an approximate grade change of roughly 10’.
  - \* Water – A 10in water main is located along the south side of the sites. The size and location of the main is adequate for the project needs.
  - \* Natural Gas connections are located at the southeast corner of lot 400.

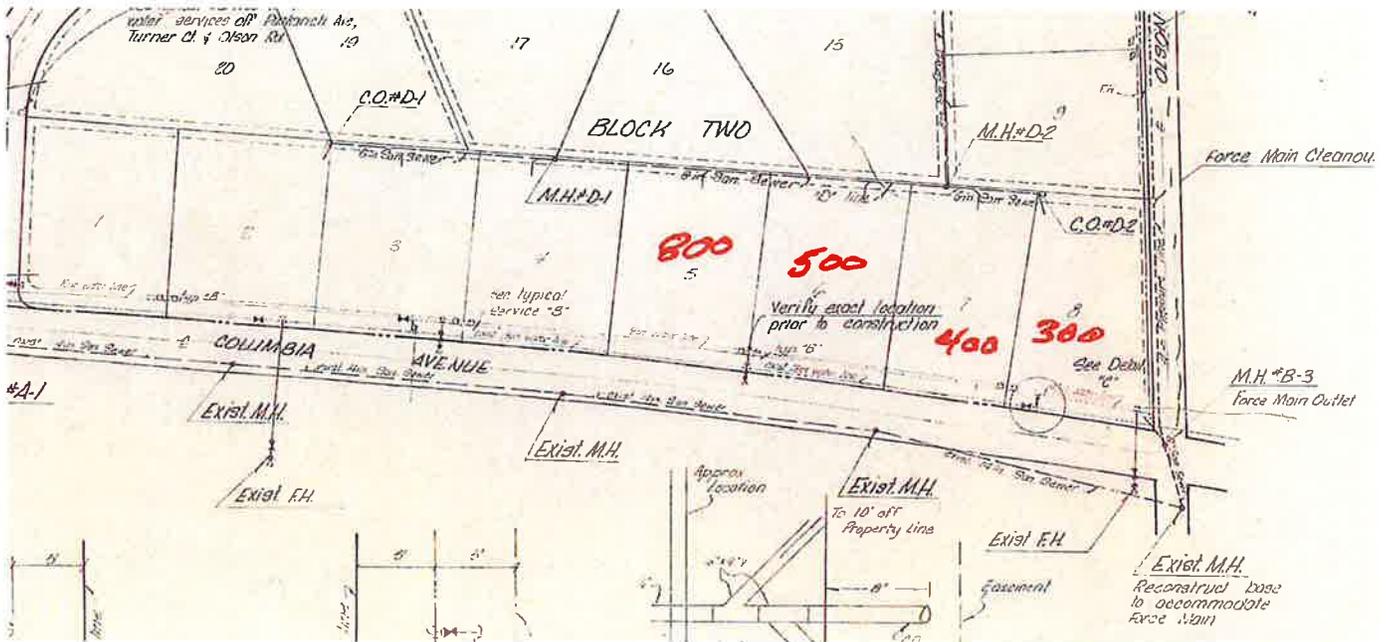
- Easements and Encumbrances:

- \* An easement for the 6in sanitary main is located at the north side of the properties. The easement width appears to be 10' but will need to be confirmed with a site survey.
- \* An easement for the 10" water main is located at the south side of the properties, and also the east side of parcel 300. The easement width along the south appears to be 25' and 10' on the east but will need to be confirmed with a site survey.
- \* Umatilla Electrical Cooperative has an overall easement to cover the overhead power lines located along Columbia Ave.



- Transit mode sharing:

- \* This site is not near any pedestrian amenities.
- \* The proposed routes for both the Hermiston – Boardman Connector and the Boardman – Port of Morrow Circular pass by this site.
- \* There is an opportunity for adding a Greyhound stop along Columbia Ave. Specific requirements by Greyhound will need to be evaluated further to determine viability.



Utility Plan excerpt from original construction drawings circa 1980

### Site C



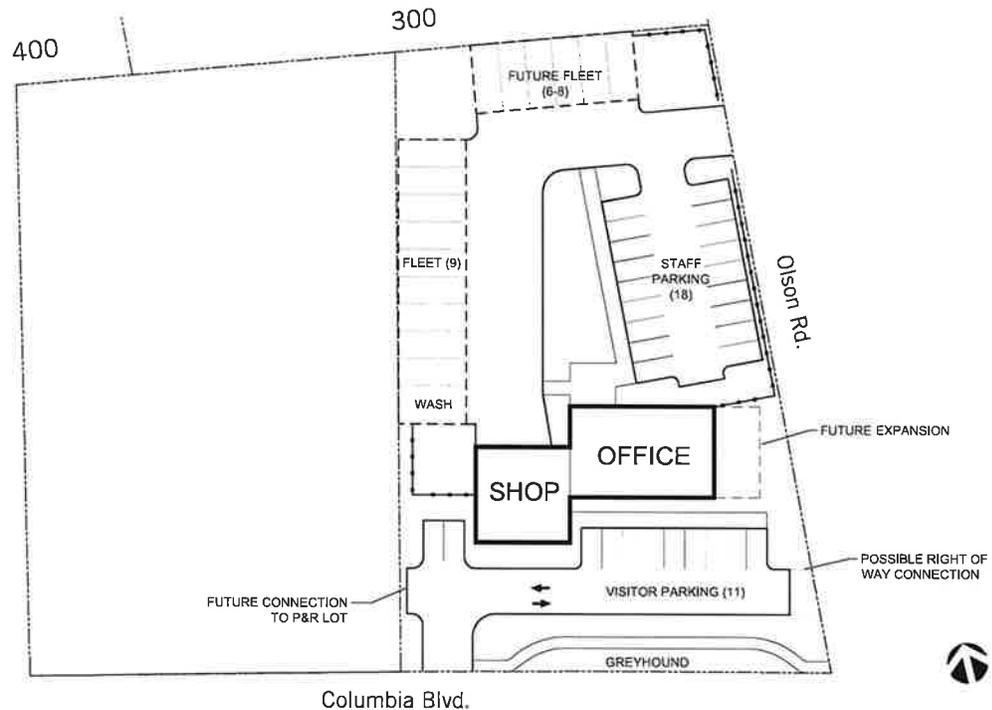
Northeast corner of intersection of Columbia Blvd. and Ripee Rd.

This site has some challenges and was removed from consideration.

- **Zoning:** The properties are zoned "Industrial". Table 2.3.110.A lists "Government facilities (e.g., public safety, utilities, school district bus facilities, public works yards, transit and transportation, and similar facilities) where the public is generally not received" as permitted use. Since public access is part of the anticipated use of this transit facility, additional clarification would be required.
- **Size –** The site is orders of magnitude larger than required (15.58 acres rather than 1.07 acres). Acquisition of entire site would consume capital resources. It is unclear if the current owner would consider a partial sale.
- **ROW access:** This site has good access to Columbia Blvd. and limited access to Ripee Rd. (distance from intersection may preclude ROW access to Ripee Rd. Separation of fleet and public vehicle traffic circulation would need to occur along Columbia Blvd. frontage.
- **Utilities:** This site was removed from consideration prior to evaluation of available utility information.
- **Easements and Encumbrances:**
  - \* High-voltage electrical transmission lines bisect the site on its southern edge. A transmission tower resides along the property's southern border.
- **Transit mode sharing:**
  - \* This site is not near any pedestrian amenities.
  - \* The proposed routes for both the Hermiston – Boardman Connector pass by this site.

## Site Conceptual Layouts

### SITE B - Single Lot Test



This layout attempts to confirm if the program area could fit on a single lot. While the exercise shows nearly all of the programmed space would fit on lot 400, several compromises would be required:

- The Shop would need to be single-sided, requiring fleet vehicles to back in or back out.
- This layout does not show a convenient way to turn fleet vehicles around after exiting the shop.
- Layout shows Fleet storage of (9) vehicles in contiguous shed. Program calls for (10). An additional shed would need to be constructed to the north to accommodate.
- Wash bay is separate from Shop, requiring additional wall construction in the storage shed to accommodate it.



## **Summary**

Our analysis of the three sites is incomplete for sites A and C since those two sites were removed from consideration prior to completion of our work. However, Site B appears to remain a good candidate site in that it has the proper zoning, is of adequate size, has good right-of-way access, is adjacent to proposed future transit routes, and has adequate utilities ready. Site B is not near any pedestrian-friendly businesses. Easements will need to be verified by site survey, but our initial layouts suggest they can be designed around.



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

(For BOC Use)
Item #
5j

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:
(No acronyms please)

Date submitted to reviewers: April 12, 2023
Requested Agenda Date: April 19, 2023

Amendment #1 to Intergovernmental Agreement with City of Boardman for Building Department
Services, plan review and building inspections.

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

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

Reviewed By:

Tamra Mabbott Department Director Required for all BOC meetings
County Administrator Required for all BOC meetings
Justin Nelson County Counsel \*Required for all legal documents
Kevin Ince Finance Office \*Required for all contracts; other items as appropriate.
Human Resources \*If appropriate

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

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

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

In January of 2002 Morrow County and City of Boardman adopted an amendment to an Intergovernmental Agreement (IGA) for building inspection services. City of Boardman has provided inspection services for unincorporated Morrow County and all five cities. This amendment does not include any substantive changes and is intended to continue the agreement.

See attached

**2. FISCAL IMPACT:**

N/A

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

Authorize County Board Chair or (County Administrator) to sign the attached Intergovernmental Agreement with City of Boardman to continue to provide building inspection services.

Attach additional background documentation as needed.

**AMENDMENT #1  
TO THE INTERGOVERNMENTAL AGREEMENT  
WITH THE CITY OF BOARDMAN  
FOR BUILDING DEPARTMENT SERVICES,  
PLAN REVIEW AND BUILDING INSPECTIONS**

1. This agreement is between Morrow County and City of Boardman (City).
2. The Intergovernmental Agreement is hereby amended as follows:

**A. Effective Date and Duration**

This Agreement is effective upon signing and will automatically renew annually unless either party requests in writing, modification to the agreement.

**CITY OF BOARDMAN**

_____	_____	_____
Name	City Manager	Date

**MORROW COUNTY**

_____	_____	_____
Name	Chair Board of Commissioners	Date

**INTERGOVERNMENTAL AGREEMENT WITH THE CITY OF BOARDMAN FOR  
BUILDING DEPARTMENT SERVICES, PLAN REVIEW AND BUILDING  
INSPECTIONS**

This Agreement made and entered into this 1<sup>st</sup> day of December 2021, between MORROW COUNTY ("Morrow County") and the CITY OF BOARDMAN ("Boardman"), acting by and through its Building Department, both municipal corporations of the State of Oregon collectively "the Parties."

**RECITALS**

**Whereas**, the parties desire to work cooperatively in providing Building Department Services, Plan Review and Building Inspections, to the citizens of Morrow County and;

**Whereas**, by the authority granted in ORS 190.010, units of local government may enter into agreements with other units of local government for the performance of any or all functions and activities that a party to the agreement, its officer, or agents have the authority to perform;

**Now, therefore, it is agreed by and between the parties as follows:**

**A. Effective Date and Duration**

This Agreement is effective January 1, 2022 and terminates on January 1, 2023, unless extended by written joint agreement of the Parties.

**B. Authorized Representatives**

Morrow County's Authorized Representative is:

Tamra Mabbott  
Morrow County Planning Director  
P.O. Box 40  
215 N.E. Main Avenue  
Irrigon, OR 97844  
Phone: (541) 922-4624  
Email: tmabbott@co.morrow.or.us

Boardman's Authorized Representative is:

Glenn McIntire  
Building Official  
P.O. Box 229  
Boardman, OR 97818  
Fax: 541-481-3244  
Phone: 541-481-9252  
Email: mcintireg@cityofboardman.com

### C. Boardman Obligations

1. Employ an Individual who is certified with the State of Oregon and who has the following Oregon certifications: Structural Inspector Level A, B, C; Plans Examiner Level A, B, C; Mechanical Inspector Level A, B, C; and Plumbing Inspector Level A and C.
2. Said Individual, or another qualified employee or a contract employee of the Boardman Building Department, shall perform plan reviews and on-site inspections of the projects at the request of, and in coordination with, the Morrow County Planning Department, with the exception of **commercial** electrical inspections.
3. Provide residential electrical inspection services in Morrow County through an IGA with the State.
4. Hire an entry level Building/Mechanical Inspector within two years and as soon as possible. Provide necessary education and training to allow this individual to obtain more advanced Oregon Inspector and Plan Review certifications.
5. Boardman will take all inspection requests, and copies of completed inspection reports will be provided to Morrow County.
6. Inspection service shall be provided within 48 hours of request notification. Plan Review Service shall be provided within two weeks for one- and two-family residences and six weeks from the date of submittal for commercial buildings from date received, provided submitted drawings are complete.
7. Boardman shall issue all related permits for the program to qualified applicants and maintain records of revenues and surcharges in accordance with procedures adopted for the administration of this program.
8. Boardman shall maintain records to account for disposition of each permit.
9. Charge fees as established by the Adopted Fee Resolution for Morrow County as calculated per the current State of Oregon permit fee charts.
10. City of Boardman shall retain 50% of permit fees collected and shall pay Morrow County 50% of permit fees collected, 100% of Plan Review Fees shall be retained by Boardman. Commercial Electrical Permit Fees shall be retained by the State of Oregon. Fees collected for Fire, Life & Safety review will be divided per the agreement between Boardman Rural Fire Protection District and the City of Boardman.
11. Use worksheets to detail all revenues, surcharges, fees received and owed for inspections/plan review to the appropriate agencies.
12. Submit to the Morrow County Planning Department a quarterly report including the worksheets described above, a copy of each permit issued, and the County's share of the revenue collected for the quarter. These reports shall be submitted by the 15<sup>th</sup> of the month following the previous quarter.
13. City of Boardman agrees to use Building Permit Funds in compliance with Oregon Law (ORS Chapter 455).
14. City of Boardman Building Official will provide Morrow County with technical support related to laws and codes and shall assist County with updating and adopting necessary codes. City of Boardman will also provide assistance to County in maintaining a current fee schedule.
15. City and County will meet semi-annually to review the program and discuss changes that may need to be implemented.

16. City of Boardman shall consult and coordinate with Morrow County prior to making changes to its program or service territory in order to insure reliability. Examples include, but are not limited to, assuming additional jurisdictions, hiring new employees, contracting with third parties, etc.
17. City of Boardman shall secure written agreements for reciprocal service with other agencies and share a copy with Morrow County.
18. City agrees to assist County with updates to the Operating Plan every four years or as required by State of Oregon.
19. City agrees to provide timely notice to Planning Department of any violations.
20. City agrees to require land use approval prior to issuance of permits. This shall also include land use approval of electrical permits (OAR 918-001-0045).
21. City agrees to adopt and implement the ePermitting system by the end of calendar year 2024 and shall agree to include Morrow County in the program training.

#### **D. Morrow County's Obligations**

1. Morrow County shall retain administrative authority of its building program and be responsible for its Plan of Operation. Morrow County will name the City of Boardman Building Official as its Building Official. Morrow County Planning Department will make permit forms and other permit information available to the public.
2. Morrow County Planning Department will assist Boardman Building Official, where necessary, in enforcement of violations for development outside city limits.
3. County agrees to work cooperatively with City to update the Operating Plan every four years or when required by State of Oregon (ORS 455). County will adopt the Operating Plan.
4. County agrees to use Building Permit funds in compliance with Oregon law (ORS 455).
5. County will update and adopt the building permit fee schedule annually.
6. County will assist public with inquiries about the status of permits, as necessary, and when City staff is not available.

#### **E. Refunds**

When appropriate, the City of Boardman shall issue refunds to permit applicants. Refunds will be 100% of any permit fee erroneously collected as defined in the City of Boardman's Refund Policy. In the event any portion of the refunded fees has already been forwarded to Morrow County, the next submission will be adjusted accordingly and accounted for on the spreadsheet and monthly report.

#### **F. Funds Available And Authorized**

Boardman certifies that at the time the Agreement is written, that sufficient funds are available and authorized for expenditures to finance costs of the Agreement within Boardman's current appropriation or limitation.

#### **G. Default**

It will be a default under this Agreement if either party fails to perform, observe or discharge any of its covenants, agreements or obligations under this Agreement.

#### **H. Remedies**

In the event of a default under Section G, the non-defaulting party at its option may pursue any or all remedies available at law or equity, including, but not limited to: (a) termination of this Agreement under Section H, (b) requiring the defaulting party to perform, at its own expense additional work necessary to satisfy its performance obligations or meet performance standards under this Agreement, or (c) initiation of an action or proceeding for damages, specific performance, or declaratory injunctive relief. These remedies are cumulative to the extent the remedies are not inconsistent, and the non-defaulting party may pursue any remedy or remedies singly, collectively, successively or in any order.

#### **I. Termination**

1. The Agreement may be terminated by mutual consent of both parties or by either party upon ninety (90) days' notices, in writing and delivered by certified mail or in person to the other party.
2. If State regulations or guidelines are modified, changed, or interpreted in such a way that the services contemplated in the Agreement are no longer allowable or appropriate.
3. Immediately if a party is in default under this Agreement and such default remains uncured 15 days after written notice to the defaulting party. If the default is of such a nature that it cannot be completely remedied within the 15-day period, this provision will be complied with if the defaulting party begins correction of the default within the 15-day period and thereafter proceeds with reasonable diligence and in good faith to effect the remedy as soon as practicable.
4. Any termination of this Agreement under Subsections 1, 2 and 3 shall preserve any obligation or liabilities of either party already accrued prior to such termination.

#### **J. Access to Records**

Morrow County, Boardman, and their duly authorized representative shall have access to the books, documents, papers and records of Morrow County and Boardman which are directly pertinent to this Agreement for the purpose of making audits, examinations, excerpts and transcripts.

#### **K. State Tort Claims Act**

To the extent permitted by Article XI, Section 7 of the Oregon Constitution, Boardman shall, within the limits of the Oregon Tort Claims Act, indemnify and hold harmless Morrow County against any liability for damage to life or property arising from Morrow County's activity under this Agreement. Boardman shall not be required to indemnify Morrow County for any such liability arising out of the wrongful acts of the employees or agents of Morrow County.

To the extent permitted by Article XI, Section 7 of the Oregon Constitution, Morrow County shall, within the limits of the Oregon Tort Claims Act, indemnify and hold harmless Boardman against any liability for damage to life or property arising from Morrow County's activity under this Agreement. Morrow County shall not be required to indemnify Boardman for any such liability arising out of the wrongful acts of the employees or agents of Boardman.

With respect to a Third Party Claim for which the Boardman and/or Morrow County is jointly all jointly liable 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 the relative fault of each jointly liable Party in connection with the events that resulted in such expenses, judgments, fines or settlement amounts, as well as any other relevant equitable considerations. The relative fault of Boardman on the one hand and Morrow County on the other hand shall be determined by reference to, among other things, the Parties' relative intent, knowledge, access to information and opportunity to correct or prevent the circumstances resulting in such expenses, judgments, fines or settlement amounts. Boardman or Morrow County's contribution amount in any instance is subject to the tort claim limitations in Oregon statutes and the Oregon Constitution and shall be capped to the same extent it would have been capped under Oregon law if it had sole liability in the proceeding.

**L. Amendment**

The terms of this Agreement may not be altered, modified, supplemented or otherwise amended, except by written agreement of the Parties

**M. Notice**

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

**N. Severability**

The Parties agree that if any term or provision of this Agreement is declared by a court of competent jurisdiction to be illegal or in conflict with any law, the validity of the remaining terms and provisions will not be affected, and the rights and obligations of the Parties will be construed and enforced as if the Agreement did not contain the particular term or provision held to be invalid.

**O. Counterparts**

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

**P. Compliance with Law**

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

**Q. Independent Contractors**

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

**R. Intended Beneficiaries**

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

**S. Force Majeure**

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

**T. Headings**

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

[Signature page follows]

**CITY OF BOARDMAN**

Karen Pettigrew  
Karen Pettigrew

City Manager  
Title

11-29-21  
Date

**MORROW COUNTY BOARD OF COMMISSIONERS**

Don Russell  
Don Russell, Chair

December 1, 2021  
Date

Jim Doherty  
Jim Doherty, Commissioner

Melissa Lindsay  
Melissa Lindsay, Commissioner



# AGENDA ITEM COVER SHEET

Morrow County Board of Commissioners

(Page 2 of 2)

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

Staff are seeking Board of Commissioner approval to develop and implement a the "Litter Fund" program that would allows landowners to apply for monies to help clean up their properties. The Code Enforcement Abatement fund currently has approximately \$20,000.

The funds have been set aside to assist with property clean up.

As part of the new Neighborhood Clean up Initiative, staff would like to make funds available to landowners (and renters) who want to clean up their properties. Funds would be used to offset fees at the transfer station or at Finley Buttes Landfill, or other costs associated with cleaning up property.

The attached outline describes the committee composition and criteria for qualifying for funds.

The committee would review applications. Compliance Planner would coordinate with the landowner and the Litter Fund committee, as well as Finely Buttes Landfill and Public Works. Funds would be made available as a voucher or make payment to Public Works or Finely Buttes to cover the cost for disposing of garbage.

## **2. FISCAL IMPACT:**

Not to exceed \$20,000 (or funds in Abatement fund).

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

Approve the committee composition and authorize staff to set up committee and make fund awards for qualifying landowners.

Attach additional background documentation as needed.

## Litter Credit

### Committee Membership

- Lone area
- Lexington area
- Heppner area
- Boardman area
- Irrigon area
- Public Works
- S.W.A.C Committee (ex officio)
- Compliance Planner

### Eligibility (criteria)-

- The affected property is located in unincorporated Morrow County
- Clean up must take place within 60 days of the date the litter credit is issued.
- You will coordinate transportation of debris to the nearest disposal facility:
- No recyclables
- Demonstrate Financial need
- Demonstrate Medical need
- Property owner will be responsible, unless other arrangements are made for clean-up.

### How the litter Credit Works:

- Submit a completed litter credit request form to the Morrow County Planning Department for Committee review. If approved, you'll receive a voucher authorizing disposal of the waste. This voucher must be presented at the disposal facility. After disposal, the property will be re-inspected by the Compliance Planner.
- If you are eligible for a litter credit (voucher), Morrow County Compliance Planner will visit the site to assist with the necessary paperwork. They will also inspect the property and take inventory of the materials to be disposed.
- Litter Credit is a one-time only assistance program. Future solid waste violations on the property may be cause for enforcement action.
- Loads MUST be secured. If it can fly out tarp it. If it can roll out tie it down.

### About Litter Credits-

A litter Credit waives landfill disposal fees up to \$ 0.00

Litter Credit Funds may be used for:

- Victims of Illegal dumping
- Community cleanup programs
- Resolution of an active solid waste violation

**Material not eligible for Litter Credit:**

- Waste generated by a business or industry
- Yard waste, brush, leave & limbs
- Asbestos Containing Waste
- Industrial Sludge and/or Ash
- Automobile hulks
- Hazardous waste, chemicals, paint & asbestos
- Infectious and/or medical waste



# AGENDA ITEM COVER SHEET

Morrow County Board of Commissioners

(Page 2 of 2)

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

Morrow County Road Department is ready to begin our chip seal program. Two emulsion asphalt suppliers responded to the Request for Quote packet. I have provided the quotes from both suppliers below.

Upon completing the Bid Tabulation Sheet:

Blue Line quoted \$580.00 per ton for chip oil  
\$325.00 per ton for fog oil

Albina quoted \$600.00 per ton for chip oil  
\$350.00 per ton for chip oil

The other associated costs are in the attached Bid Tabulation Sheet. The Project totals are estimates only. Actual quantities may vary.

## **2. FISCAL IMPACT:**

The contract will pull from the Road Fund Budget Materials and Services 202-220-5-20-6180

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

Motion to approve this years liquid asphalt supplier to Blue Line Transportation following the intent to award period.

Attach additional background documentation as needed.

**PROPOSAL SCHEDULE**  
**SUPPLY, DELIVERY, AND**  
**APPLICATION OF LIQUID ASPHALT EMULSION**  
**PROPOSALS DUE: Thursday April 13, 2023, 1:00 P.M., P.S.T.**

Quote Item	Unit	Unit Rate
CRS-3P Liquid Asphalt	Per Ton	\$580 <sup>-</sup>
Fog Seal	Per Ton	\$325 <sup>-</sup>
Distributor Truck	Per Hour	\$300 <sup>-</sup>
Freight to Lexington	Per Ton	\$70 <sup>-</sup>
Freight to Irrigon	Per Ton	\$65 <sup>-</sup>
Freight to Hardman +10	Per Ton	\$74 <sup>-</sup>
Freight to Heppner +10	Per Ton	\$74 <sup>-</sup>
Freight to Pine City +10	Per Ton	\$76.50 <sup>-</sup>
Freight to Ukiah +10	Per Ton	\$92 <sup>-</sup>
Product Return Charge	Per Ton	\$ Half Freight
Demurrage	Hour	\$125 <sup>-</sup>
Warranty	months	24

Distributor Truck: Year: 1994 Make: Freightliner

Distributor Manufacturer: Bearcat Tank Capacity: 4300

Company Name: Blue Line Transportation Co Inc

Address: 2601 N Newark St. Portland, OR 97217

Phone: 503-279-2600

E-mail address: ross@bluelinetrans.com

Printed Name: Jason Tindall

Authorized Signature: Jason Tindall Date: 4-10-23

150-305-0304

**CERTIFICATE OF COMPLIANCE WITH OREGON TAX LAWS**

I, the undersigned, hereby swear or affirm under penalty of perjury: (Check one)

         that I am, to the best of my knowledge, not in violation of any Oregon tax laws.

  X   that I am authorized to act on behalf of (corporation, partnership, trust or estate), that I have authority and knowledge regarding the payment of taxes, and that (corporation, partnership, trust or estate) is, to the best of my knowledge, not in violation of any Oregon tax laws.

For purposes of this certificate, 'Oregon tax laws' means those programs listed in ORS 305.380(4). Examples include the estate tax, personal income tax, withholding tax, corporation income and excise taxes, amusement device tax, timber taxes, cigarette tax, other tobacco tax, 9-1-1 emergency communications tax, and local taxes administered by the Department of Revenue (Lane Transit District Self-Employment Tax, Lane Transit District Employer Payroll Tax, Tri-Metropolitan Transit District Employer Payroll Tax, and Tri-Metropolitan Transit District Self-Employment Tax).

Signature:           Jason Tindall          

Date:           4/10/23          

Printed Name:           Jason Tindall          

Title:           President



4/10/23

Blue Line Transportation Co Inc is a resident bidder of The State of Oregon according to ORS 279A.120.

Blue Line Transportation  
Co., Inc.

2601 N. Newark Street

Portland, Oregon 97217

503.279.2600

[www.bluelinetrans.com](http://www.bluelinetrans.com)

## **Attachment 3 – P.1**

# **MORROW COUNTY INSURANCE REQUIREMENTS**

Contractor shall obtain at Contractor's expense the insurance specified in this Attachment 2 prior to performing under this Contract and shall maintain it in full force and at its own expense throughout the duration of this Contract, as required by any extended reporting period or tail coverage requirements, and all warranty periods that apply. Contractor shall obtain the following insurance from insurance companies or entities that are authorized to transact the business of insurance and issue coverage in County and that are acceptable to County. Coverage shall be primary and non-contributory with any other insurance and self-insurance, with the exception of Professional Liability and Workers' Compensation. Contractor shall pay for all deductibles, self-insured retention and self-insurance, if any.

### **WORKERS' COMPENSATION & EMPLOYERS' LIABILITY**

All employers, including Contractor, that employ subject workers, as defined in ORS 656.027, shall comply with ORS 656.017 and provide workers' compensation insurance coverage for those workers, unless they meet the requirement for an exemption under ORS 656.126(2). Contractor shall require and ensure that each of its subcontractors complies with these requirements. If Contractor is a subject employer, as defined in ORS 656.023, Contractor shall also obtain employers' liability insurance coverage with limits not less than \$500,000 each accident. If contractor is an employer subject to any other County's workers' compensation law, Contractor shall provide workers' compensation insurance coverage for its employees as required by applicable workers' compensation laws including employers' liability insurance coverage with limits not less than \$500,000 and shall require and ensure that each of its out-of-County subcontractors complies with these requirements.

### **COMMERCIAL GENERAL LIABILITY**

Commercial General Liability Insurance covering bodily injury and property damage in a form and with coverage that are satisfactory to County. This insurance shall include personal and advertising injury liability, products and completed operations, contractual liability coverage for the indemnity provided under this contract, and have no limitation of coverage to designated premises, project or operation. Coverage shall be written on an occurrence basis in an amount of not less than \$1,000,000 per occurrence. Annual aggregate limit shall not be less than \$2,000,000.

### **AUTOMOBILE LIABILITY INSURANCE**

Automobile Liability Insurance covering Contractor's business use including coverage for all owned, non-owned, or hired vehicles with a combined single limit of not less than \$1,000,000 for bodily injury and property damage. This coverage may be written in combination with the Commercial General Liability Insurance (with separate limits for Commercial General Liability and Automobile Liability). Use of personal automobile liability insurance coverage may be acceptable if evidence that the policy includes a business use endorsement is provided.

### **ADDITIONAL INSURED**

## **Attachment 3 – P.2**

All liability insurance, except for Workers' Compensation required under this Contract must include an additional insured endorsement specifying Morrow County, its officers, employees and agents as Additional Insureds, including additional insured status with respect to liability arising out of ongoing operations and completed operations, but only with respect to Contractor's activities to be performed under this Contract. Coverage shall be primary and non-contributory with any other insurance and self-insurance.

### **WAIVER OF SUBROGATION**

Contractor shall waive rights of subrogation which Contractor or any insurer of Contractor may acquire against County by virtue of the payment of any loss. Contractor will obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not County has received a waiver of subrogation endorsement from the Contractor or the Contractor's insurer(s).

### **TAIL COVERAGE**

If any of the required insurance is on a claims made basis and does not include an extended reporting period of at least 24 months, Contractor shall maintain either tail coverage or continuous claims made liability coverage, provided the effective date of the continuous claims made coverage is on or before the effective date of this Contract, for a minimum of 24 months following the later of (i) Contractor's completion and County's acceptance of all Services required under this Contract, or, (ii) County or Contractor termination of contract, or, (iii) The expiration of all warranty periods provided under this Contract.

### **CERTIFICATE(S) AND PROOF OF INSURANCE**

Contractor shall provide to County Certificate(s) of Insurance for all required insurance before delivering any Goods and performing any Services required under this Contract. The Certificate(s) shall list the County, its officers, employees and agents as a Certificate holder and as an endorsed Additional Insured. The Certificate(s) shall also include all required endorsements or copies of the applicable policy language effecting coverage required by this Contract. As proof of insurance, County has the right to request copies of insurance policies and endorsements relating to the insurance requirements in this Contract.

### **NOTICE OF CHANGE OR CANCELLATION**

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

### **INSURANCE REQUIREMENT REVIEW**

Contractor agrees to periodic review of insurance requirements by County under this agreement and to provide updated requirements as mutually agreed upon by Contractor and County.

### **COUNTY ACCEPTANCE:**

All insurance providers are subject to County acceptance. If requested by County, Contractor shall provide complete copies of insurance policies, endorsements, self-insurance documents and related insurance documents to County's representatives responsible for verification of the insurance coverages required under this Attachment 2.



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
4/10/2023

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

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

<b>PRODUCER</b> KPD Insurance, LLC PO Box 29 Springfield OR 97477	<b>CONTACT NAME:</b> PHONE (A/C, No, Ext): 541-741-0550      FAX (A/C, No): 541-741-1674	
	<b>E-MAIL ADDRESS:</b> vanessas@kpdinsurance.com	
<b>INSURED</b> Blue Line Transportation Co., Inc Cascade Petroleum Transportation, Inc. Enviroad, LLC; Pelletrox, Inc. 2606 N Newark St Portland OR 97217	<b>INSURER(S) AFFORDING COVERAGE</b> <b>NAIC #</b>	
	<b>INSURER A:</b> National Interstate Insurance Company      32620	
	<b>INSURER B:</b> Merchants National Insurance Company      12775	
	<b>INSURER C:</b> Gemini Insurance Company      10833	
	<b>INSURER D:</b> General Star Indemnity Company      37362	
	<b>INSURER E:</b> <b>INSURER F:</b>	

**COVERAGES**      **CERTIFICATE NUMBER:** 556270624      **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A A	<b>COMMERCIAL GENERAL LIABILITY</b> <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input checked="" type="checkbox"/> LOC <input type="checkbox"/> OTHER:			GAL4840004600 GAL4840004601	4/1/2023 6/1/2023	6/1/2023 6/1/2024	EACH OCCURRENCE \$ 2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 2,000,000 GENERAL AGGREGATE \$ 4,000,000 PRODUCTS - COMP/OP AGG \$ 4,000,000 \$
A A	<b>AUTOMOBILE LIABILITY</b> <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY			GAL4840004600 GAL4840004601	4/1/2023 6/1/2023	6/1/2023 6/1/2024	COMBINED SINGLE LIMIT (Ea accident) \$ 2,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
B	<b>UMBRELLA LIAB</b> <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED    RETENTION \$			EXL0001116	4/1/2023	6/1/2024	EACH OCCURRENCE \$ 6,000,000 AGGREGATE \$ 6,000,000 GL Excess Only \$
A A	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		Y/N <input type="checkbox"/> N/A	GBW484004600 GBW484004601	4/1/2023 6/1/2023	6/1/2023 6/1/2024	<input checked="" type="checkbox"/> PER STATUTE <input checked="" type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 2,000,000 E.L. DISEASE - EA EMPLOYEE \$ 2,000,000 E.L. DISEASE - POLICY LIMIT \$ 2,000,000
C D	1st Excess for Auto 2nd Excess for Auto			GVE100244004 IXG930552D	4/1/2023 4/1/2023	6/1/2024 6/1/2024	Each Occurrence 4,000,000 Each Occurrence 2,000,000

**DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)**  
RE: All Operations  
  
Morrow County, its officers, employees, and agents is included as Additional Insured with respects to General Liability per attached form CG2026 12/19.

<b>CERTIFICATE HOLDER</b>  Morrow County PO Box 428 Lexington OR 97839	<b>CANCELLATION</b>  SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.  AUTHORIZED REPRESENTATIVE 
--	---

POLICY NUMBER:  
GAL4840004600 &  
GAL4840004601

COMMERCIAL GENERAL LIABILITY  
CG 20 26 12 19

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

## ADDITIONAL INSURED – DESIGNATED PERSON OR ORGANIZATION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

### SCHEDULE

**Name Of Additional Insured Person(s) Or Organization(s):**

ANY PERSON OR ORGANIZATION THAT THE INSURED HAS AGREED BY WRITTEN CONTRACT OR WRITTEN AGREEMENT TO NAME AS AN ADDITIONAL INSURED AND EXECUTED PRIOR TO THE OCCURRENCE OF ANY LOSS.

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

**A. Section II – Who Is An Insured** is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your acts or omissions or the acts or omissions of those acting on your behalf:

1. In the performance of your ongoing operations; or
2. In connection with your premises owned by or rented to you.

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

**B.** With respect to the insurance afforded to these additional insureds, the following is added to **Section III – Limits Of Insurance:**

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or
  2. Available under the applicable limits of insurance;
- whichever is less.

This endorsement shall not increase the applicable limits of insurance.

## PURCHASE OF SUPPLIES CONTRACT

In consideration of the covenants herein below set forth, **BLUE LINE TRANSPORTATION**, hereinafter referred to as "Contractor" and **MORROW COUNTY**, a political subdivision of the State of Oregon, acting by and through its Board of Commissioners, hereinafter referred to as "County," mutually contract as follows:

1. **Effective Date and Duration.** This contract shall become effective upon full execution of this contract through September 30, 2023. Unless earlier terminated or extended, this Contract shall expire on September 30, 2023. Expiration shall not extinguish or prejudice County's right to enforce this Contract with respect to any breach of a Contractor warranty; or any default or defect in Contractor performance that has not been cured.
2. **Contractor agrees and covenants with County that it will supply and deliver liquid asphalt emulsion, and furnish asphalt distributor trucks with qualified operators as requested by County as set forth in Contractor's Proposal, which is attached hereto (Attachment 1), and by this reference incorporated herein. Contractor agrees and covenants with County that Contractor shall perform this Contract in a faithful and workmanlike manner as may be required by the Board of Commissioners, or their designated agent, the County Public Works Director, in accordance with the terms set forth in the provisions of the Request For Proposals, the "Specifications," which are incorporated herein, and in accordance with the Proposal which is attached hereto (Attachment 2). All of the said Proposal and this Contract constitute the Contract documents.**
3. **Any conflict or difference between the Contract documents shall be called to the attention, first of the County Public Works Director and if a satisfactory solution is not reached, then to the Board of County Commissioners by Contractor before proceeding with work affected thereby. In case of any conflict or any discrepancy within the Contract documents, the specific provisions of this Contract shall have priority over all others.**
4. **Contractor hereby sells and agrees to deliver and County buys and agrees to receive and pay for the products of the kind required by the Specifications in quantities specified from time to time by the County Public Works Director.**
5. **Termination of Contract**
  - a. **Parties Right to Terminate for Convenience.** This Contract may be terminated at any time by mutual written consent of the parties.
  - b. **County's rights to Terminate for Convenience.** County may, at its sole discretion, terminate this Contract, in whole or in part upon 30 days' notice to Contractor.
  - c. **County's Right to Terminate for Cause.** County may terminate this Contract, in whole or in part, immediately upon notice to Contractor, or at such later date as County may establish in such notice, upon the occurrence of any of the following conditions: (i) County fails to receive funding, or appropriations, limitations or other expenditures authority at levels sufficient to pay for contractor's work, (ii) federal or state laws,

- c. County's Right to Terminate for Cause. County may terminate this Contract, in whole or in part, immediately upon notice to Contractor, or at such later date as County may establish in such notice, upon the occurrence of any of the following conditions: (i) County fails to receive funding, or appropriations, limitations or other expenditures authority at levels sufficient to pay for contractor's work, (ii) federal or state laws, regulation or guidelines are modified, or interpreted in such a way that either the Work under this Contract is prohibited or County is prohibited from paying for such work for the planned funding source; (iii) contractor no longer holds any license or certificate that is required to perform the work; or (iv) contractor commits any material breach or default of any covenant, warranty, obligation or agreement under this Contract, fails to perform the work under this contract within the time specified herein or any extension thereof, or so fails to pursue the work as to endanger contractor's performance under this contract in accordance with its terms, and such breach, default or failure is not cured within 10 business days after delivery of County's notice, or such longer period as County may specify in such notice.
- d. Contractor's right to terminate for cause. Contractor may terminate this Contract upon 30 days' notice to County if County fails to pay contractor pursuant to the terms of this contract and County fails to cure within 30 business days after receipt of Contractor's notice, or such longer period of cure as Contractor may specify in such notice.

6. Extension of Contract

- a. Contract may be extended by mutual agreement between the parties up to 9 months after expiration of the current contract expiration date. Price increases or decreases may be allowed with mutual agreement of both parties.
- b. Payments shall be as set forth in the Specifications, Section GP-4.

7. Contractor agrees that County has the option to purchase more or less than the quantity specified in the quote; and that County shall not be liable or responsible for any payment for additional work or cost unless its Board of County Commissioners specifically assumes in writing such responsibility and liability on and by itself.

8. Contractor agrees to make all the provisions of this Contract applicable to any subcontractor performing hereunder.

9. Contractor agrees to not assign this Contract without the proposed assignee being fully, specifically approved and accepted in writing by County.

10. Additional Documents: The terms, conditions, definitions, and requirements of the 2023 Request for Proposals- Supply, Delivery, and Application of Liquid Asphalt Emulsion (Attachment 1), are incorporated into this contract.

11. Contractor agrees that its performance under this Contract is at its own sole risk and that it shall indemnify County, its agents and employees, against and hold them harmless from any and all liability for damages, costs, losses and expenses resulting from, arising out of or in any way connected with Contractor's failure to perform fully hereunder, and Contractor further agrees to defend, indemnify and hold harmless Morrow County, its agents and employees, against all suits, actions or proceedings brought by any third party against them for which Contractor would be liable under provision GP-1 and GP-2 of the specifications.
  
12. The laws of the State of Oregon shall govern in any action, claim or suit on this Contract. The place of venue for any claim, suit, or action shall be Morrow County. Each party shall be responsible for that party's attorney fees, costs and disbursements at all times, including appeals.
  
13. Contractor shall maintain all fiscal records relating to this Contract in accordance with generally accepted accounting principles. In addition, Contractor shall maintain any other records pertinent to this Contract in such a manner as to clearly document Contractor's performance hereunder. Contractor acknowledges and agrees that County, the Oregon Secretary of State's Office, the Federal Government and their duly authorized representatives shall have access to such fiscal records and all other documents that are pertinent to this Contract for the purpose of performing audits and examinations and making transcripts and excerpts. All such fiscal records and documents shall be retained by Contractor for a minimum of three (3) years (except as required longer by law) following final payment and termination of this Contract, or until the conclusion of any audit, controversy or litigation arising out of or related to this Contract, whichever date is later.

IN WITNESS WHEREOF, the parties hereto have executed this Contract.

(CONTRACTOR)

MORROW COUNTY BOARD OF COMMISSIONERS

---

David Sykes, Chair

Blue Line Transportation Co Inc

Company

---

Jeff Wenzholz, Commissioner



Authorized Representative

---

Roy Drago Jr., Commissioner

4/13/23

Date

---

Date

**PROPOSAL SCHEDULE  
SUPPLY, DELIVERY, AND  
APPLICATION OF LIQUID ASPHALT EMULSION  
PROPOSALS DUE: Thursday April 13, 2023, 1:00 P.M., P.S.T.**

Quote Item	Unit	Unit Rate
CRS-3P Liquid Asphalt	Per Ton	\$ 600. <sup>00</sup>
Fog Seal	Per Ton	\$ 350. <sup>00</sup>
Distributor Truck	Per Hour	\$ 350. <sup>00</sup>
Freight to Lexington	Per Ton	\$ 65. <sup>50</sup>
Freight to Irrigon	Per Ton	\$ 64. <sup>00</sup>
Freight to Hardman +10	Per Ton	\$ 77. <sup>50</sup>
Freight to Heppner +10	Per Ton	\$ 70. <sup>50</sup>
Freight to Pine City +10	Per Ton	\$ 73. <sup>00</sup>
Freight to Ukiah +10	Per Ton	\$ 100. <sup>00</sup>
Product Return Charge	Per Ton	\$ 1/2 OF OUTBOUND RATE, PER TON RETURN
Demurrage	Hour	\$ 150. <sup>00</sup>
Warranty	months	12

Distributor Truck: Year: 2019 Make: KENWORTH

Distributor Manufacturer: BEARCAT Tank Capacity: 4,500 GALLONS

Company Name: ALBENA ASPHALT

Address: 801 MAIN STREET, VANCOUVER, WA 98660

Phone: 360-816-8536

E-mail address: KYLE.AERTSON@ALBENA.COM

Printed Name: KYLE AERTSON

Authorized Signature:  Date: 4/5/2023

**BID TABULATION ASPHALT EMULSION RFP 4/13/2023**

**BLUE LINE**

LINE ITEM	UNIT	RATE	QUANTITY	SUB TOTAL
CRS-3P	per ton	\$ 580.00	2,000	\$ 1,160,000.000
fog seal	per ton	\$ 325.00	700	\$ 227,500.000
Distributor Truck	per hr	\$ 300.00	1	\$ 300.000
freight to Lexington	per ton	\$ 70.00	1	\$ 70.000
freight to Irrigon	per ton	\$ 65.00	1	\$ 65.000
freight to Hardman	per ton	\$ 74.00	1	\$ 74.000
freight to Heppner	per ton	\$ 74.00	1	\$ 74.000
freight to Pine City	per ton	\$ 76.50	1	\$ 76.500
freight to Ukiah	per ton	\$ 92.00	1	\$ 92.000
Product return fee	per ton	\$ 37.63	1	\$ 37.630
Demurrage	per hr	\$ 125.00	1	\$ 125.000
<b>PROJECT TOTAL</b>				<b>\$ 1,388,414.130</b>

warranty 24 months

**ALBINA**

LINE ITEM	UNIT	RATE	QUANTITY	SUB TOTOAL
CRS-3P	per ton	\$ 600.00	2,000	\$ 1,200,000.000
fog seal	per ton	\$ 350.00	700	\$ 245,000.000
Distributor Truck	per hr	\$ 350.00	1	\$ 350.000
freight to Lexington	per ton	\$ 65.50	1	\$ 65.500
freight to Irrigon	per ton	\$ 64.00	1	\$ 64.000
freight to Hardman	per ton	\$ 77.50	1	\$ 77.500
freight to Heppner	per ton	\$ 70.50	1	\$ 70.500
freight to Pine City	per ton	\$ 73.00	1	\$ 73.000
freight to Ukiah	per ton	\$ 100.00	1	\$ 100.000
Product return fee	per ton	\$ 37.54	1	\$ 37.540
Demurrage	per hr	\$ 150.00	1	\$ 150.000
<b>PROJECT TOTAL</b>				<b>\$ 1,445,988.040</b>

warranty 12 month

\$ **57,573.91**

**BID TABULATION ASPHALT EMULSION RFP 4/13/2023**

**BLUE LINE**

LINE ITEM	UNIT	RATE	QUANTITY	SUB TOTAL
CRS-3P	per ton	\$ 580.00	2,000	\$ 1,160,000
fog seal	per ton	\$ 325.00	700	\$ 227,500
Distributor Truck	per hr	\$ 300.00	240	\$ 72,000
freight to Lexington	per ton	\$ 70.00	267	\$ 18,690
freight to Irrigon	per ton	\$ 65.00	173	\$ 11,245
freight to Hardman	per ton	\$ 74.00	105	\$ 7,770
freight to Heppner	per ton	\$ 74.00	249	\$ 18,426
freight to Pine City	per ton	\$ 76.50	558	\$ 42,687
freight to Ukiah	per ton	\$ 92.00	905	\$ 83,260
Product return fee	per ton	\$ 37.63	100	\$ 3,763
Demurrage	per hr	\$ 125.00	100	\$ 12,500
<b>PROJECT TOTAL</b>				<b>\$ 1,657,841</b>

warranty 24 months

**ALBINA**

LINE ITEM	UNIT	RATE	QUANTITIY	SUB TOTOAL
CRS-3P	per ton	\$ 600.00	2,000	\$ 1,200,000
fog seal	per ton	\$ 350.00	700	\$ 245,000
Distributor Truck	per hr	\$ 350.00	240	\$ 84,000
freight to Lexington	per ton	\$ 65.50	267	\$ 17,489
freight to Irrigon	per ton	\$ 64.00	173	\$ 11,072
freight to Hardman	per ton	\$ 77.50	105	\$ 8,138
freight to Heppner	per ton	\$ 70.50	249	\$ 17,555
freight to Pine City	per ton	\$ 73.00	558	\$ 40,734
freight to Ukiah	per ton	\$ 100.00	905	\$ 90,500
Product return fee	per ton	\$ 37.54	100	\$ 3,754
Demurrage	per hr	\$ 150.00	100	\$ 15,000
<b>PROJECT TOTAL</b>				<b>\$ 1,733,241</b>

warranty 12 month



**REQUEST FOR PROPOSAL**

**SUPPLY, DELIVERY, AND  
APPLICATION OF LIQUID ASPHALT EMULSION**

**MAY 2023 THROUGH SEPTEMBER 2023**

**QUOTES DUE:**

**APRIL 13, 2023 – 1:00pm**

**Morrow County Public Works**

**P. O. Box 428**

**365 West Highway 74**

**Lexington, Oregon 97839**

**ATTN: Sandi Pointer – [spointer@co.morrow.or.us](mailto:spointer@co.morrow.or.us)**

**THIS IS A REQUEST FOR PROPOSAL TO SUPPLY, DELIVER, AND APPLY LIQUID ASPHALT EMULSION ON VARIOUS ROADS IN MORROW COUNTY.**

**INSTRUCTIONS TO PROPOSERS:**

**IP-1 Time and Place for Receiving Proposals**

- A. Proposals for the herein described work and materials will be received by Morrow County Public Works on or before Thursday April 13, 2023, 1:00 p.m., P.S.T. at the Morrow County Public Works Office 365 West Highway 74 Lexington, OR 97839 in person or via UPS or Fed-Ex.
- B. Bids must be in a sealed envelope marked "Asphalt Emulsion RFP".
- C. Bids will be opened Thursday April 13, 2023, 1:00 p.m., P.S.T. at the Morrow County Public Works Office 365 West Highway 74 Lexington, OR 97839.
- D. Suppliers shall submit the cost portion of the request for proposal on the attached Quote Schedule which shall be signed in the place provided.
- E. The submission of a proposal signifies that the Supplier has the necessary personnel and equipment and will be able to perform the specified work as outlined without interruption.
- F. A pre-offer conference will not be held.

**IP-2 Overview and Purpose**

In recent years Morrow County has implemented an aggressive paving and chip seal program to combat a large amount of asphalt failure and degradation. Our goal is to improve our paved road system as quickly as possible so that every mile is in "good" condition, then implement a maintenance program that is more easily managed. Morrow County's desire is to team up with a supplier that understands and supports our needs to reach our goals. For the sake of safety, efficiency, and sanity, our expectation is that a well-qualified distributor operator who begins the project remain with us until the completion date. Additionally, due to the remote locations of many of our road projects, it would help our goal if the transport drivers remain consistent as much as possible. Our Road Crew is comfortable covering 115-130 tons of chip oil in a 10 hour day. When the chip oil spec as described in SP-1 is met, we have not exceeded 20 PSY of chip rock covering an oil application rate between .46 - .48 GSY. This is important to Morrow County as materials costs continue to rise. The County will work with the supplier logistically in support of their needs and the overall goal.

**IP-3 Scope of Work**

- A. Supplier shall furnish to Morrow County Public Works liquid asphalt emulsion as indicated below:
  - CRS-3P                      Approximately 2000 tons
  - Fog Seal                      Approximately 700 tons
- B. Supplier shall provide on a contract rental basis one asphalt distributor daily (unless otherwise directed) with qualified operators for applying the liquid asphalt emulsion to the road surface.

- C. The product shall be delivered to various job sites at dates and times directed by Morrow County.
- D. County will prepare road surfaces to receive the surface treatments at the specified job sites.
- E. County will provide traffic control measures.
- F. County will provide equipment and qualified operators for chip spreading, aggregate hauling, rolling, and sweeping.
- G. County will provide aggregate for surface treatment.
- H. This season's project includes approximately 75 miles of chip seal. 25 miles this spring. And 50 miles in late summer. This includes chip sealing a 22 mile portion of the 53 road in southern Morrow County for the Forest Service and a couple miles for the City of Heppner.
- I. The intended period of operations is proposed as Monday May 1, 2023 through approximately Monday June 1, 2023. And August 14, 2023 through approximately September 28, 2023. The typical work week will be Monday through Thursday, ten (10) - hour work days, as scheduled by Morrow County.

**IP-4 Performance Requirements**

- A. Supplier shall furnish distributor trucks. Distributor trucks shall be tandem axle with a minimum tank capacity of four thousand two hundred (4,200) gallons; equipped with Computer Rate Control distributor bars; and equipped with a volume measuring device, and thermometer for measuring the emulsion temperature in the tank. Distributor trucks shall be in good mechanical condition, capable of working ten (10) hour shifts with minimal mechanical breakdowns.
- B. Supplier shall furnish distributor truck combinations capable of delivering no less than thirty (30) tons of liquid asphalt. Or supplier shall not charge a minimum freight fee if the distributor truck does not operate as a combination.
- C. The distributor bars shall be capable of distributing asphalt at a minimum width of sixteen (16) feet consistently and accurately when the bar nozzles are at a distance of twelve (12) inches from the driving surface, full flow circulating, with enclosed nozzle valves. Bar shall be operated from the cab of the trucks in maximum two (2) foot increments on an eight (8) foot main bar and one (1) foot increments on each bar wing, or otherwise as approved by the County.
- D. The bars shall be capable of spreading liquid asphalt at any rate from 0.08 to 0.50 gallons per square yard at varying widths to sixteen (16) feet or more, all cab controlled.
- E. Supplier shall ensure that distributor trucks have been calibrated prior to beginning of work to ensure accurate distribution of liquid asphalt emulsion.
- F. Distributor trucks shall have on hand tools and parts (including replacement spray nozzles) to ensure continuous operations in the event of minor mechanical problems.
- G. The distributors shall typically transfer product from the transport trucks at a rate of 280 gallons per minute. The distributor driver shall ensure that no foaming of the liquid asphalt emulsion occurs, and shall adjust transfer procedures as needed to maintain the quality of the product.

- H. Supplier shall provide transport trucks in such numbers as are needed to provide for the continuous, uninterrupted operation of County's construction activities. Supplier shall manage transport trucks such that overlap wait times of off-loading trucks will be minimized or avoided.
- I. Supplier shall be capable of delivering up to 120 tons per day in a maximum of four transport tanker on any day.
- J. When more than 22 lbs. per square yard of County supplied chip seal aggregate is necessary to mitigate bleeding or tracking, County may determine a failure of performance and terminate the contract.
- K. The awarded bidder will be required to assume responsibility for all services outlined in the Request for Proposal, whether the bidder produces services or the bidder's sub-contractors produce services.
- L. Failure to perform this RFP's scope of work and performance standards, or the highest industry standards may result in termination of this contract.

**IP-5 Withdrawal of Proposals**

- A. A proposal may be withdrawn at any time prior to the due date/time, by written request to Morrow County Public Works, which may be mailed, or presented in person. The request to withdraw shall be signed by the supplier, or the supplier's authorized representative.
- B. The withdrawal of a proposal does not prejudice the right of the supplier to submit a new proposal.
- C. No proposal can be withdrawn after the request for proposals due time. The proposal constitutes an offer to enter into a contract if accepted by Morrow County.

**IP-6 Right to Reject Offers**

Morrow County may reject any offer not in compliance with all prescribed public procurement procedures and requirements, and may reject for good cause any or all offers upon a finding by the County that it is in the public interest to do so.

**IP-7 Contract Award**

- A. Proposals will be evaluated by a committee appointed by the Public Works Director. The contract will be awarded to the proposal deemed most advantageous to Morrow County. Proposals will be evaluated with consideration of the proposal schedule.
- B. A decision to award the contract will be made in its entirety to a single supplier within ten business days of the opening of submitted proposals. Award of the contract will be made according to timelines available to the Board of Commissioners.
- C. Morrow County reserves the right to accept or reject any or all offers and waive any informalities and irregularities in offers.
- D. A "Purchase of Supplies Contract" (Appendix A) will be executed by Morrow County Public Works and the vendor with the proposal that is most advantageous to Morrow County.

**IP-8 Contract Documents**

- A. The contract documents are intended to be mutually cooperative and to provide all details reasonably required for the execution of the proposed work.

- B. Any person contemplating the submission of a proposal and being in doubt as to the meaning or intent of said contract document should request, by e-mail, interpretation by the Public Works Director at eimes@co.morrow.or.us
  - 1. Morrow County will not be responsible for any other explanations or interpretations of said contract documents.
- C. Any person submitting a proposal shall not, at any time after submission, dispute, complain or assert that there was any misunderstanding in regard to the nature, quality or description of the materials to be supplied and the work to be performed.

**IP-9 Contractor's Bonds**

A quote bond is not required for submission of a proposal.

A performance bond is not required for this contract for the supply of materials.

A payment bond is not required for this contract for the supply of materials.

**IP-10 Appeal Process**

- A. Appeal of any decision(s) by Morrow County that are adverse to the Supplier must be delivered in writing, within five (5) working days, to the Morrow County Contract Review Board, which is composed of the Morrow County Board of Commissioners.
- B. Written appeals must include a concise statement of the complaint, setting forth all pertinent facts, citation to applicable law or authorities, and the relief requested.

**GENERAL PROVISIONS:**

**GP-1 Laws to be Observed**

- A. The Supplier shall at all times observe and comply with all Federal, State and local laws, ordinances and regulations in any manner affecting the work.
- B. The Supplier shall indemnify and save harmless Morrow County, its officers, employees and agents against any claims or liability arising from the violation by Supplier's officers, employees and agents, or Supplier's sub-contractors, their officers, employees or agents, of laws described in GP-1 and GP-2.
- C. The Supplier shall be responsible for acts of Supplier's employees and sub-contractors and shall indemnify and save harmless Morrow County, its officers, employees and agents against any claims or liability arising from the Supplier's negligence.

**GP-2 Labor Provisions**

A contract issued pursuant to this Request For Quotation will not be a "Public Improvement Contract" as defined in ORS 279C.305 (5). However, this contract will meet the definition of a "Public Works Contract" as defined in OAR 839-025-0004 (20) (a) and (22). Supplier shall therefore comply with the applicable requirements defined in OAR 839-025 including but not limited to:

- A. Supplier must submit a certified payroll statement to the County by the fifth business day of each month following the month in which workers were employed upon this public works project.
- B. Supplier must have a public works bond filed with the Construction Contractors Board before starting work on the project, unless exempt under ORS 279C.836(4), (7), (8) or (9).
- C. Supplier must require, in every subcontract, that the subcontractor have a public works bond filed with the Construction Contractors Board before starting work on the project, unless exempt under ORS 279C.836(4), (7), (8) or (9).
- D. If the Supplier fails, neglects, or refuses to make prompt payment of any claim for labor or services furnished to the supplier or a subcontractor by any person, or the assignee of the person, in connection with the public works contract as such claim becomes due, the proper officer or officers of the public agency may pay such claim and charge the amount of the payment against funds due or to become due the supplier by reason of the contract (Reference: ORS 279C.515).
- E. Supplier must give notice to employees who work on a public works contract in writing, either at the time of hire or before commencement of work on the contract, or by posting a notice in a location frequented by employees, of the number of hours per day and days per week that the employees may be required to work (Reference: ORS 279C.520(2))
- F. Supplier must promptly, as due, make payment to any person, co-partnership, association or corporation, furnishing medical, surgical and hospital care or other needed care and attention, incident to sickness or injury, to employees of such supplier, of all sums which the supplier agrees to pay for such services and all moneys and sums which the supplier collected or deducted from the wages of the supplier's employees pursuant to any law, contract or agreement for the purpose of providing or paying for such service (Reference: ORS 279C.530)

Pursuant to Oregon Revised Statute, ORS279B.235:

- G. Supplier shall comply with the provisions of ORS 279C.800 through ORS 279C.870 regarding prevailing rate of wage on public contracts
- H. Supplier shall pay employees for overtime work performed under the public contract in accordance with ORS 653.010 to 653.261 and the Fair Labor Standards Act of 1938 (29 U.S.C. 201 et seq.).
- I. Pursuant to ORS 279B.235, Supplier may not employ an employee for more than 10 hours in any one day, or 40 hours in any one week, except in cases of necessity, emergency, or when the public policy absolutely requires otherwise. Supplier shall pay his or her employees at least time and a half for all overtime in excess of eight hours in any one day, or 40 hours in any one week if the work week is five consecutive days, Monday through Friday; or for all overtime in excess of ten hours in any one day, or 40 hours in any one week if the work week is four consecutive days, Monday through Friday; or if the employee performs work on Saturday or on any legal holiday specified in ORS 279C.540.

Unless otherwise exempt from the overtime provisions of the FLSA under Section 13(b)(1).

- J. Supplier shall comply with ORS 652.220 and shall not discriminate with regard to any protected class in the payment of wages for work of comparable character, the performance of which requires comparable skills. Protected classes include race, color, religion, national origin, age, sex, pregnancy, citizenship, familial status, disability status, veteran status, and/or genetic information. Compliance is a material element of this contract and failure to comply is a breach that entitles County to terminate the contract for cause.
- K. Pursuant to ORS 279B.235, Supplier may not prohibit any of the supplier's employees from discussing the employee's rate of wage, salary, benefits, or other compensation with another employee or another person, and may not retaliate against an employee who discusses the employee's rate of wage, salary, benefits, or other compensation with another employee or another person.
- L. Pursuant to ORS 279B.230(1), Supplier shall, promptly, as due, make payment to any person, co-partnership, association or corporation furnishing medical, surgical and hospital care services or other needed care and attention, incident to sickness or injury, to the employees of the supplier, of all sums that the Supplier agrees to pay for the services and all moneys and sums that the Supplier collected or deducted from the wages of employee under any law, contract or agreement for the purpose of providing or paying for the services.
- M. Pursuant to ORS 279B.230(2) all subject employers working under the contract are either employers that will comply with ORS 656.017 or employers that are exempt under ORS 656.126..

**GP-3 Contract Performance**

- A. Supplier shall meet with County staff and review the proposed work and schedule at least one week prior to the start date.
- B. Morrow County reserves the right to void the contract at any time due to unforeseen occurrences (weather, mechanical breakdowns, union strike, lack of funds, inferior workmanship, etc.)

**GP-4 Payment**

- A. Liquid asphalt will be paid at the quoted unit price for product used and applied to the road surface only. Partial loads returned shall be measured and credited back to the County.
- B. Distributor trucks will be paid at the quoted unit price for hourly rates. Contract hourly rates will start at the time the distributor trucks have been directed to be on site to prepare equipment for applying the liquid asphalt. Contract hourly rates will end when the distributor trucks have completed the final application for the work day and perform equipment shut down procedures.

- C. Demurrage will be paid, if applicable, in accordance with SP-2.
- D. Any aspect of work not described by the specified pay items will be considered incidental to the specified pay items.
- E. Payment will be made by Morrow County upon approval by Morrow County Public Works of the received invoice(s) from Supplier. Morrow County Public Works will notify Supplier of any protest of charges included in invoice(s) which may not conform to these specifications.

**GP-5 Additional Information and Requirements**

- A. Provide contractor's certification of compliance with Oregon tax laws (refer to ORS 305.385).
- B. Provide a statement identifying whether the bidder is a resident bidder according to ORS 279A.120
- C. All documents regarding this Request for Proposal including all addenda must be acquired from the Morrow County Website Bids & RFPs tab (co.morrow.or.us). Any and all addenda will be posted no later than four days prior to proposal closing.
- D. Questions regarding this Request for Proposal shall be addressed by email no later than seven days prior to bid closing to the following: Public Works Director Eric Imes [eimes@co.morrow.or.us](mailto:eimes@co.morrow.or.us)

***SPECIAL PROVISIONS:***

**SP-1 Asphalt**

- A. Supplier shall deliver liquid asphalt emulsion on Morrow County Public Works orders, as follows:

Liquid asphalt emulsion shall be delivered to specified job sites in Morrow County by supplier. Distributor shall expeditiously fill from supplier's carriers and be in position and ready to start applying asphalt at the specified times each day.

Liquid asphalt emulsion shall be delivered at a minimum temperature of 170°F as measured in the cargo tank.

Morrow County reserves the right to stop production and reject liquid asphalt if applied characteristics do not meet the satisfaction of Morrow County.

- B. Asphalt material shall conform as indicated below.

**1. CRS-3P**

General Requirements: This specification has been designed to yield a set of distinguishing characteristics of a polymer modified emulsion for use in chip seal projects where engineered design and early return to traffic is desired. The emulsion must be homogenous and polymerized before shipment. It shall meet the following requirements when tested within 10 days of sampling according to AASHTO Method T59 as modified.

<b>TESTS ON EMULSION</b>	<b>Min.</b>	<b>Max</b>
Saybolt Viscosity @ 122°F SFS.....	400	
Storage Stability 1% 1 day.....		1
Demulsibility %.....	40	
Particle charge test.....	Positive	
Sieve test %.....		0.1
<b>TESTS ON RESIDUE FROM DISTILLATION</b>	<b>Min.</b>	<b>Max</b>
Oil distillate % by volume of emulsion.....		3
Residue % by weight (Note 1).....	68	
Penetration @ 77°F.....	90	
Solubility in Trichloroethylene % (Note 2).....	97.5	
Elastic Recovery % (Note 3).....	70	

- i. AASHTO T59 with modifications to include 300 grams emulsion and a  $177 \pm 5^{\circ}\text{C}$  ( $350 \pm 10^{\circ}\text{F}$ ) maximum temperature to be held for 15 minutes.
- ii. AASHTO T44 Solubility of Bituminous Materials (in trichloroethylene).
- iii. ODOT TM 429 Elastic Recovery method of testing on file at ODOT Materials Laboratory in Salem, Oregon.
- iv. AASHTO M208 section 3. (c) for viscosity states: "this test requirement on representative samples may be waived if successful application of the material has been achieved in the field."

## 2. Fog Seal Material

The Supplier shall deliver fog seal material that meet the conditions below. For every part emulsified asphalt add no more than one (1) part water. Add water at point of supply and mix with emulsified asphalt to obtain a homogenous emulsion. Dilution water must be potable and free from detectable solids or incompatible soluble salts (hard water).

The emulsified liquid asphalt shall meet the following conditions:

<b>Test</b>	<b>Test Result</b>	<b>Method</b>
Viscosity	20 - 100	ASTM D7496
Sieve test, %	0.1	ASTM D6933
Particle Charge	positive	ASTM D7402
Residue by distillation	60 min.	ASTM D6997
Penetration, 77°F, 100 g, 5 sec.	20-60	ASTM D5

- C. Morrow County reserves the right to have quality control testing performed by a qualified third party test lab in the case of a performance issue. Samples may be taken from each load of asphalt and tested for compliance with specification requirements.

Material not in compliance with the Standard Specifications and/or these contract specifications may be rejected by County.

If testing reveals an out of compliance product after all or part of the product has been applied, the product represented by the tested sample may be rejected wholly or in part at the sole discretion of the County. Payment will not be made for rejected materials.

Qualified third party test results shall supersede test results provided by the supplier in the case of a performance issue.

- D. Supplier may be asked to provide to Morrow County a copy of supplier's quality control test results for each batch of material manufactured.

#### SP-2 **Stand-By-Time**

- A. Supplier shall furnish Morrow County a contract hourly price for stand-by-time ("demurrage") of the liquid asphalt transport trucks. This hourly price will cover stand-by time for transport trucks due to breakdown of County equipment, intermittent stoppage due to foreseeable weather, or similar circumstances.

Supplier shall provide for a two hour period of time for the product to be off loaded from the transport trucks without incurring demurrage. Demurrage charges may apply for stand by time of a transport truck beginning at two hours after the arrival of the transport truck to the off load location, or the specified time, whichever is later. Demurrage will be assessed in half hour increments, rounded to the nearest quarter hour. Demurrage will not apply when transport trucks arrive early; arrive late; or overlap their staging due to numbers and/or scheduling that is not consistent with the specified progress of County's construction activities.

Delays in production due to tardiness of transport trucks and/or distributor trucks; and/or slow performance of distributor operators during refill or the application stage shall negate any concurrent or subsequently effected demurrage.

- B. Morrow County reserves the right to cancel this contract due to delays and loss of production due to mechanical failure, inadequate supply of asphalt, or other causes related to the Supplier's responsibilities.
- C. Force majeure will apply for either party where Acts of God or *casus fortuitous* beyond the control of County or Supplier's forces create the delays.

**PROPOSAL SCHEDULE  
SUPPLY, DELIVERY, AND  
APPLICATION OF LIQUID ASPHALT EMULSION  
PROPOSALS DUE: Thursday April 13, 2023, 1:00 P.M., P.S.T.**

Quote Item	Unit	Unit Rate
CRS-3P Liquid Asphalt	Per Ton	\$
Fog Seal	Per Ton	\$
Distributor Truck	Per Hour	\$
Freight to Lexington	Per Ton	\$
Freight to Irrigon	Per Ton	\$
Freight to Hardman +10	Per Ton	\$
Freight to Heppner +10	Per Ton	\$
Freight to Pine City +10	Per Ton	\$
Freight to Ukiah +10	Per Ton	\$
Product Return Charge	Per Ton	\$
Demurrage	Hour	\$
Warranty	months	

Distributor Truck: Year: \_\_\_\_\_ Make: \_\_\_\_\_

Distributor Manufacturer: \_\_\_\_\_ Tank Capacity: \_\_\_\_\_

Company Name: \_\_\_\_\_

Address: \_\_\_\_\_

Phone: \_\_\_\_\_

E-mail address: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Authorized Signature: \_\_\_\_\_ Date: \_\_\_\_\_

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**APPENDIX A**

**(Purchase of Supplies Contract)**

## PURCHASE OF SUPPLIES CONTRACT

In consideration of the covenants herein below set forth, **(CONTRACTOR)**, hereinafter referred to as "Contractor" and **MORROW COUNTY**, a political subdivision of the State of Oregon, acting by and through its Board of Commissioners, hereinafter referred to as "County," mutually contract as follows:

1. **Effective Date and Duration.** This contract shall become effective upon full execution of this contract through September 30, 2023. Unless earlier terminated or extended, this Contract shall expire on September 30, 2023. Expiration shall not extinguish or prejudice County's right to enforce this Contract with respect to any breach of a Contractor warranty; or any default or defect in Contractor performance that has not been cured.
2. Contractor agrees and covenants with County that it will supply and deliver liquid asphalt emulsion, and furnish asphalt distributor trucks with qualified operators as requested by County as set forth in Contractor's Proposal, which is attached hereto (Attachment 1), and by this reference incorporated herein. Contractor agrees and covenants with County that Contractor shall perform this Contract in a faithful and workmanlike manner as may be required by the Board of Commissioners, or their designated agent, the County Public Works Director, in accordance with the terms set forth in the provisions of the Request For Proposals, the "Specifications," which are incorporated herein, and in accordance with the Proposal which is attached hereto (Attachment 2). All of the said Proposal and this Contract constitute the Contract documents.
3. Any conflict or difference between the Contract documents shall be called to the attention, first of the County Public Works Director and if a satisfactory solution is not reached, then to the Board of County Commissioners by Contractor before proceeding with work affected thereby. In case of any conflict or any discrepancy within the Contract documents, the specific provisions of this Contract shall have priority over all others.
4. Contractor hereby sells and agrees to deliver and County buys and agrees to receive and pay for the products of the kind required by the Specifications in quantities specified from time to time by the County Public Works Director.
5. **Termination of Contract**
  - a. **Parties Right to Terminate for Convenience.** This Contract may be terminated at any time by mutual written consent of the parties.
  - b. **County's rights to Terminate for Convenience.** County may, at its sole discretion, terminate this Contract, in whole or in part upon 30 days' notice to Contractor.
  - c. **County's Right to Terminate for Cause.** County may terminate this Contract, in whole or in part, immediately upon notice to Contractor, or at such later date as County may establish in such notice, upon the occurrence of any of the following conditions: (i) County fails to receive funding, or appropriations, limitations or other expenditures authority at levels sufficient to pay for contractor's work, (ii) federal or state laws,

regulation or guidelines are modified, or interpreted in such a way that either the Work under this Contract is prohibited or County is prohibited from paying for such work for the planned funding source; (iii) contractor no longer holds any license or certificate that is required to perform the work; or (iv) contractor commits any material breach or default of any covenant, warranty, obligation or agreement under this Contract, fails to perform the work under this contract within the time specified herein or any extension thereof, or so fails to pursue the work as to endanger contractor's performance under this contract in accordance with its terms, and such breach, default or failure is not cured within 10 business days after delivery of County's notice, or such longer period as County may specify in such notice.

- d. Contractor's right to terminate for cause. Contractor may terminate this Contract upon 30 days' notice to County if County fails to pay contractor pursuant to the terms of this contract and County fails to cure within 30 business days after receipt of Contractor's notice, or such longer period of cure as Contractor may specify in such notice.

6. Extension of Contract

- a. Contract may be extended by mutual agreement between the parties up to 9 months after expiration of the current contract expiration date. Price increases or decreases may be allowed with mutual agreement of both parties.
- b. Payments shall be as set forth in the Specifications, Section GP-4.

7. Contractor agrees that County has the option to purchase more or less than the quantity specified in the quote; and that County shall not be liable or responsible for any payment for additional work or cost unless its Board of County Commissioners specifically assumes in writing such responsibility and liability on and by itself.
8. Contractor agrees to make all the provisions of this Contract applicable to any subcontractor performing hereunder.
9. Contractor agrees to not assign this Contract without the proposed assignee being fully, specifically approved and accepted in writing by County.
10. Additional Documents: The terms, conditions, definitions, and requirements of the 2023 Request for Proposals- Supply, Delivery, and Application of Liquid Asphalt Emulsion (Attachment 1), are incorporated into this contract.
11. Contractor agrees that its performance under this Contract is at its own sole risk and that it shall indemnify County, its agents and employees, against and hold them harmless from any and all liability for damages, costs, losses and expenses resulting from, arising out of or in any way connected with Contractor's failure to perform fully hereunder, and Contractor further agrees to defend, indemnify and hold harmless Morrow County, its agents and employees, against all suits, actions or proceedings brought by any third party against them for which Contractor would be liable under provision GP-1 and GP-2 of the specifications.

12. The laws of the State of Oregon shall govern in any action, claim or suit on this Contract. The place of venue for any claim, suit, or action shall be Morrow County. Each party shall be responsible for that party's attorney fees, costs and disbursements at all times, including appeals.
13. Contractor shall maintain all fiscal records relating to this Contract in accordance with generally accepted accounting principles. In addition, Contractor shall maintain any other records pertinent to this Contract in such a manner as to clearly document Contractor's performance hereunder. Contractor acknowledges and agrees that County, the Oregon Secretary of State's Office, the Federal Government and their duly authorized representatives shall have access to such fiscal records and all other documents that are pertinent to this Contract for the purpose of performing audits and examinations and making transcripts and excerpts. All such fiscal records and documents shall be retained by Contractor for a minimum of three (3) years (except as required longer by law) following final payment and termination of this Contract, or until the conclusion of any audit, controversy or litigation arising out of or related to this Contract, whichever date is later.

IN WITNESS WHEREOF, the parties hereto have executed this Contract.

(CONTRACTOR)

MORROW COUNTY BOARD OF COMMISSIONERS

\_\_\_\_\_  
David Sykes, Chair

\_\_\_\_\_  
Company

\_\_\_\_\_  
Jeff Wenholz, Commissioner

\_\_\_\_\_  
Authorized Representative

\_\_\_\_\_  
XXXXXXXXXX, Commissioner

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date



— ADVERTISEMENT —

**REQUEST FOR PROPOSALS**

**Supply, Delivery, and Application of Liquid Asphalt Emulsion**

**Morrow County, Oregon**

Morrow County Public Works is Requesting Proposals for supply, delivery, and application of liquid asphalt emulsion. Suppliers submitting proposals will be considered based upon the proposal schedule and performance requirements. The contract will be awarded to the proposer deemed most advantageous to Morrow County.

All documents for this Request for Proposals must be obtained from the Morrow County Website Bids & RFPs tab ([co.morrow.or.us](http://co.morrow.or.us)). The Request for Proposals closes and will be reviewed April 13, 2023 at 1:00 pm P.S.T.

Contract terms, conditions, and specifications may be reviewed at the Morrow County Website Bids & RFPs tab [co.morrow.or.us](http://co.morrow.or.us)

Proposals will be received by Management Assistant Sandi Pointer in person or mail via UPS or Fed-Ex to: Morrow County Public Works

365 West Highway 74

Lexington, Or. 97839

Attn: Sandi Pointer



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

(For BOC Use)
Item #

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

Presenter at BOC: Lindsay Grogan
Department: Human Resources
Short Title of Agenda Item:

Date submitted to reviewers: 4/14/2023
Requested Agenda Date: 4/19/2023

(No acronyms please)

Intent to Award Bid - Labor Attorney/Legal Services

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

N/A
Purchase Pre-Authorizations, Contracts & Agreements
Contractor/Entity: OGLETREE, DEAKINS, NASH, SMOAK & STEWART, P.C. Attorneys at Law
Contractor/Entity Address: The Koin Center, 222 SW Columbia Street, Suite 1500, Portland, OR 97201
Effective Dates - From: 04/19/2023 Through:
Total Contract Amount: Budget Line: 101-199-5-20-5810
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
J. Nelson via email 4-17-23 County Counsel \*Required for all legal documents
Finance Office \*Required for all contracts; other items as appropriate.
Lindsay Grogan 4/14/2023 Human Resources \*If appropriate

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

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

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

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

Three proposals were received for this request for proposal solicitation. These proposals were from 1) Ogletree Deakins 2) CDR Labor and 3) Bruce Bischof Law Services. The evaluation committee met and scored each proposal in accordance with the solicitation qualification criteria.

The criteria included items such as; firm and attorney qualifications, experience with local unions, availability, approach, innovative techniques, fees, legalities, and references.

The Evaluation Committee recommends OgleTree Deakins as the labor and employment law firm that provides Morrow County with the best value for the services to be provided. The attributes that set this proposal apart from the rest include; the extensive experience and resources that come with a larger firm, the training and publications that they offer, and the references of other local Counties.

**2. FISCAL IMPACT:**

Please see letter of engagement.

Main Attorney: \$430 /hour

Supplemental Attorney: \$400 /hour

Associates: \$250 /hour

Paralegals: \$150/hour

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

Suggested action to approve recommendation of review committee and sign letter of engagement with Ogletree Deakins for employment and labor attorney services.

Attach additional background documentation as needed.



**OGLETREE, DEAKINS, NASH, SMOAK & STEWART, P.C.**

*Attorneys at Law*

The KOIN Center  
222 SW Columbia Street, Suite 1500  
Portland, OR 97201  
Telephone: 503-552-2140  
Facsimile: 503-224-4518  
www.ogletree.com

Kyle T. Abraham  
(503) 552-2177  
kyle.abraham@ogletree.com

April 12, 2023

**Via E-Mail: lgrogan@co.morrow.or.us**

Lindsay Grogan  
Human Resources Manager  
Morrow County  
P.O. Box 593  
Heppner, OR 97836

RE: Ogletree Deakins Engagement Agreement

Dear Lindsay,

We are pleased to have the opportunity to be of service to Morrow County. We look forward to working with you and will do our best to provide the highest quality legal services in a responsive, efficient manner.

The purpose of this letter is to confirm the terms of our representation. If you are in agreement, please sign the letter in the space indicated below and return it to me at your earliest convenience. Of course, if you have any questions about these terms or any other aspect of our engagement, please do not hesitate to contact me.

**Client.** We are being engaged to represent Morrow County (“Client”) only. Unless we agree otherwise in writing, our representation does not extend to any parent, subsidiary, or corporate affiliate of Client, or any other entity or individual.

**Scope of Services.** You asked us to represent you in connection with general advice, including labor law matters and collective bargaining.

**Limitation on Obligation.** You acknowledge that we are not your general counsel and have not undertaken to represent Client’s interests in any matter other than that described above. Our representation does not entail a continuing obligation to advise you concerning subsequent legal developments that might have a bearing on your affairs generally or, after the completion of the matter described above, developments that might have a bearing on that matter.

**Staffing.** We intend to provide quality legal services in an efficient, economical manner. I will be the attorney primarily responsible for the representation. From time to time, we may assign tasks to other attorneys, paralegals, or support personnel as is appropriate in our professional judgment.

**Responsibilities.** In reliance upon information and guidance provided by you, we will provide legal counsel and assistance to you in accordance with this letter, keep you reasonably informed of progress and developments, and respond to your inquiries.

You agree to cooperate with us throughout our representation; disclose all facts that may be relevant to the matter or that we request; assist in the identification, preservation, and collection of relevant information; and keep us apprised of related developments. You also will make necessary representatives reasonably available to attend meetings, discovery proceedings, hearings, and other proceedings. Your responsibilities will also include approving negotiation, discovery, and litigation strategy and determining acceptable terms of any settlement.

**Advice About Possible Outcomes.** Though we may express opinions about the matter, possible courses of action, and results that might be anticipated, any such statement is intended as an expression of opinion only and should not be construed as a promise or guarantee. You acknowledge that we have not made and will not make any promise or guarantee about the outcome of this matter and will not construe any statement by us as such.

**Preservation of Data.** To the extent that this matter involves litigation or reasonably anticipated litigation, please be advised that courts can impose harsh penalties for the failure to safeguard data that may be relevant. You should immediately identify any such data – whether kept in paper, electronic, or other format – and safeguard it for the duration of this matter. This may require you to suspend any regular document or data destruction that you would otherwise follow. You should make certain that all relevant directors, managers, and employees, including your information technology staff, are aware of and abide by this requirement.

**Insurance Coverage.** You should review any potentially applicable general or specialized insurance policies to determine whether any coverage is available. If we do not hear further from you in this regard, we will assume that you have reviewed your policies and satisfied yourself that there is no coverage for any of the claims or costs of defense. Please note that the scope of our engagement does not extend to providing coverage opinions or advising you with regard to any rights or responsibilities that you might have under any insurance policy.

**Fees and Expenses.** Our fees will be based on the amount of time spent by attorneys, paralegals, and legal assistants on your matter. Each individual has an hourly billing rate based generally on his or her experience, the market in which he or she practices, and any special expertise. The rate multiplied by the time spent on your behalf, measured in tenths of an hour, will be the basis for determining the fee.

Our billing rates currently range from \$285 an hour for new associates to \$495 an hour for senior shareholders. My billing rate is currently \$475 an hour, but I am able to offer a rate of \$430 for this matter. Just as Derek Budzik's billing rate is currently \$445 an hour, but he is able to offer a rate of \$400 for this matter. Time devoted by paralegals and legal assistants is charged at billing rates

currently ranging from \$215 to \$250 an hour. Under our previous agreement, our billing rate is \$350 an hour for shareholders, \$250 an hour for associates, and \$150 for paralegals, which I am able to offer for this matter. The hourly rate applies to all time spent on Client's behalf, including but not limited to travel, waiting time, time devoted to responding to auditor's letters, conferences. Our hourly rates are adjusted annually at the end of each calendar year and otherwise from time to time to reflect increased experience and special expertise of our personnel and inflationary cost increases affecting our practice. You agree that such changes to our fees will apply to all services performed thereafter.

The time for which a client will be charged will include, but will not be limited to, telephone and office conferences with a client and counsel, witnesses, consultants, court personnel, and others; conferences among our personnel; factual investigation; legal research; responding to clients' requests to provide information to auditors in connection with reviews or audits of financial statements; drafting of letters, pleadings, briefs, and other documents; travel time; waiting time in court or elsewhere; and time in depositions and other discovery proceedings.

In addition to our fees, we will be entitled to payment or reimbursement for disbursements and other charges incurred in performing services such as photocopying, messenger and delivery, air freight, negotiated discounted amount for computerized research, videotape recording, travel (including mileage, parking, airfare, lodging, meals, and ground transportation), telecopying, word processing, court costs, and filing fees. To the extent we directly provide any of these services, we reserve the right to adjust the amount we charge, at any time or from time to time, as we deem appropriate, in light of our direct costs, our estimated overhead allocable to the services, and outside competitive rates. Unless special arrangements are made, fees and expenses of others (such as experts, investigators, witnesses, consultants, and court reporters) and other large disbursements will not be paid by our firm and will be the responsibility of, the client. These expenses may be billed directly to the client or we may forward such invoices (whether made to the client or the firm) to the client for direct payment.

Clients sometimes ask us to estimate fees and other charges that they are likely to incur. Any estimate that we may provide will be based on our professional judgment and circumstances as they appear at the time. Any such estimate is subject to the understanding that, unless we agree otherwise in writing, it does not and will not represent a guarantee, maximum, or fixed-fee quotation.

We will normally provide monthly statements describing our services, fees, and costs. On occasion, expenses may take more than a month to appear on our invoices. Our invoices are due upon receipt.

**Use of Work Product.** Consistent with our dedication to providing efficient client service, we will draw upon our previous work product where appropriate to promote efficiency in providing representation during this engagement. Similarly, unless otherwise agreed in writing as to specific items, we reserve the right to use work product developed during this representation for our own purposes and to promote efficient client service to other clients.

**In House Counsel Privilege.** You understand that, as lawyers, we are required to follow certain rules of professional conduct. From time to time, issues may arise that raise questions concerning our duties under these rules. Our firm has designated in-house counsel who advise and represent the Firm on these issues and other legal matters. When such matters arise, our lawyers are instructed by Firm policy to seek the advice of these in-house counsel and, sometimes, outside counsel. Accordingly, if, in our discretion, we determine that it is appropriate to consult with our Firm's in-house counsel (or outside counsel), you consent to our doing so. You agree that this type of consultation will not create a conflict of interest between Client and the Firm and that the Firm's continued representation of Client will not waive any attorney-client privilege that the Firm has with its in-house or outside counsel. This means that the Firm will not be required to disclose to Client any communications with in-house or outside counsel on such issues.

**Award or Agreement on Fees and Expenses.** The fees and expenses billed to you are your responsibility. The parties to a dispute may agree, or a court may order, that another party is to pay some or all of our fees or expenses or costs. This will not affect your obligation to pay our fees and expenses, and we will not be obligated to enforce any such agreement or order. While we may state a claim for recovery of attorney's fees and/or costs from the adverse party, recovery on these claims is unpredictable and you should not rely on any such recovery in making strategy, settlement, or other decisions pertaining to the case. Any amounts actually received by us from another party or source will, of course, be credited against the fees and expenses for which you are otherwise obligated to us.

**Waiver of Potential Future Conflicts.** Ogletree Deakins is an international law firm that represents individuals, companies, and other entities through offices in locations throughout the U.S. and in other countries. The potential exists that we may in the future be asked to represent a party in a matter adverse to Client. Depending on the circumstances, such a situation could lead a court or tribunal to conclude that a conflict of interest exists. You agree to waive any such future conflict in any matter not substantially related to this current engagement and agree that Client will not seek to use the fact of this representation as a basis for seeking our disqualification in such future matters.

**Term of Engagement.** You have the right at any time to terminate our services and representation upon written notice to the Firm. Such termination shall not, however, relieve you of your obligation to pay for all services rendered and disbursements and other charges made or incurred on behalf of you prior to the date of termination. Unless otherwise previously terminated, our engagement to represent you as to any specific matter ends at the conclusion of the matter or issuance of our final statement, whichever occurs first.

Subject on our part to the Rules of Professional Conduct and any applicable requirement to seek permission of the court, we reserve the right to withdraw from our representation with your consent or for good cause. Good cause may include the your failure to honor the terms of the engagement letter, your failure to pay amounts billed in a timely manner, your failure to cooperate or follow our advice on a material matter, or any fact or circumstance that would, in our view, impair an effective attorney-client relationship or would render our continuing representation unlawful or unethical. If we elect to do so, you will take all steps necessary to free us of any obligation to perform further,

including the execution of any documents (including forms for substitution of counsel) necessary to complete our withdrawal, and we will be entitled to be paid for all services rendered and disbursements and other charges made or incurred on behalf of you prior to the date of withdrawal.

**Conclusion of Representation; Retention and Disposition of Documents.** At such time as we complete the services Client requested in this matter, our representation will be terminated and Client will be considered a former client of our firm. We use record retention policies or practices, which may be revised from time to time, that contemplate retention of client-representation work product and other records for an appropriate period of time, after which records may be destroyed. These policies may apply to both hard copy and electronic records, such that no records in any form may be available after disposal. Unless there is applicable law or a written agreement to the contrary as to a specific client and matter, we reserve the right in our discretion to destroy any records we deem appropriate at the time we deem appropriate after the conclusion of representation on a matter. At our discretion, we also reserve the right to keep a copy of any or all file materials after the termination of a representation.

**Dispute Resolution.** In the unlikely event that a dispute arises relating to this engagement or our Firm's services or fees, the parties agree to attempt to resolve the dispute through informal discussions. If those discussions do not resolve the matter, the parties agree to submit the dispute to final, binding arbitration before a single arbitrator. Except in jurisdictions where applicable rules require arbitration to be administered through a local bar association or program, the arbitration shall be administered by JAMS pursuant to its Comprehensive Arbitration Rules and Procedures. The arbitrator shall decide any issue of the breach, termination, enforcement, interpretation, or validity of this agreement, including the scope or applicability of the agreement to arbitrate. This provision shall not preclude the parties from seeking provisional remedies in aid of arbitration from a court of competent jurisdiction. The parties understand that they are waiving certain important rights and protections that otherwise may have been available, such as the right to a jury trial and certain rights of appeal.

The parties agree that the dispute resolution proceedings under this provision shall remain confidential, except as necessary to seek provisional remedies in court in aid of arbitration or to enforce any arbitration award.

The arbitrator's fees shall be shared equally by the parties. Except where applicable law forbids it, the prevailing party shall be entitled to recover reasonable attorney's fees and costs, if any, from the other party.

**Acknowledgment of Terms of Engagement.** If this letter correctly reflects your understanding of the terms and conditions of our representation, please confirm your acceptance by signing the enclosed copy in the space provided below and return it to me. Upon your acceptance, these terms and conditions will apply retroactively to the date we first performed services on your behalf. If this letter is not signed and returned, you will be obligated to pay us the reasonable value of any services we may have performed on your behalf.

///

Lindsay Grogan  
April 12, 2023  
Page 6

We are pleased to have this opportunity to be of service and to work with you. Should you have any questions about our services, staffing, billings, or other aspects of our representation, please do not hesitate to contact me.

Sincerely,



Kyle T. Abraham

KA:st

**Morrow County Board of Commissioners**

Dated: April 19, 2023

X \_\_\_\_\_

David Sykes, Chair

X \_\_\_\_\_

Jeff Wenholz, Commissioner

X \_\_\_\_\_

Roy Drago Jr., Commissioner



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

(For BOC Use)
Item #
5n

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

Presenter at BOC: Kevin C. Ince
Department: Finance Department
Short Title of Agenda Item:
(No acronyms please)

Date submitted to reviewers: April 14th, 2023
Requested Agenda Date: April 19th, 2023

Audit Services RFP-Evaluation Committee Recommendation

This Item Involves: (Check all that apply for this meeting.)
Order or Resolution
Ordinance/Public Hearing:
1st Reading 2nd Reading
Public Comment Anticipated:
Estimated Time:
Document Recording Required
Contract/Agreement
Appointments
Update on Project/Committee
Consent Agenda Eligible
Discussion & Action
Estimated Time: 5-10 Minutes
Purchase Pre-Authorization
Other

N/A
Purchase Pre-Authorizations, Contracts & Agreements
Contractor/Entity: SingerLewak LLP
Contractor/Entity Address: 1255 Lee St SE, Suite 210 Salem, OR 97302
Effective Dates - From: FY 2022-2023 Through: FY 2026-2027
Total Contract Amount: \$271,495 Budget Line: 101-102-5-20-5730 AUDIT SERVICES
Does the contract amount exceed \$5,000? Yes No

Reviewed By:
[Signature] April 14, 2023 DATE Department Director Required for all BOC meetings
County Administrator Required for all BOC meetings
County Counsel \*Required for all legal documents
[Signature] April 14, 2023 DATE Finance Office \*Required for all contracts; other items as appropriate.
Human Resources \*If appropriate
\* Allow 1 week for review (submit to all simultaneously). When each office has notified the submitting department of approval, then submit the request to the BOC for placement on the agenda.

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

# AGENDA ITEM COVER SHEET

Morrow County Board of Commissioners

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

On March 1, 2023, the Board of Commissioners approved a recommendation from the Morrow County Finance Director to issue a Request for Proposals for Financial Audit Services for Morrow County with the first reporting period to be July 1, 2022 through June 30, 2023 and extending through the next four subsequent fiscal years.

In response to the RFP, Morrow Count received proposals from the three following firms:

SingerLewak LLP  
Umpqua Valley Financial  
Barnett & Moro

An evaluation committee was assembled to review the proposals, perform interviews of each of the responding firms and independently score them. The members of the evaluation committee are Jeff Wenholtz, Commissioner, Roberta Vanderwall, County Administrator, and Kevin Ince, County Finance Director.

Based on the evaluation and grading of the proposals, the evaluation committee is recommending the award of the contract for professional audit services to SingerLewak, LLP.

A public 'Notice of Intent to Award' was posted on Monday April, 10th to the County's website. The protest period for this notice ends April 17th at 5:00 pm.

The procurement file are attached to this cover sheet for reference. Also attached, is a copy of the engagement letter and contract that will require signature if the Board of Commissioners accepts this recommendation.

## **2. FISCAL IMPACT:**

\$271,495 through FY 2026-2027

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

Move to accept the recommendation of the evaluation committee and award the contract for professional audit services to SingerLewak, LLP and authorize the Chair to sign the audit contract and engagement letter.

Attach additional background documentation as needed.

**Auditor RFP Evaluation**  
**Scoring (Average of Evaluation Committee)**  
**Score 1 through 5**

1=Does Not Meet Requiriements, 5=Significantly Exceeds Requirements

Criteria	SingerLewak	Barnett & Moro	Umpqua Valley Financial	Weight
<b>Firm's Municipal audit expertise and experience and qualifications of key personnel</b>	4.00	3.00	2.33	30%
<b>Audit approach and schedule</b>	4.00	3.67	3.33	20%
<b>References</b>	3.67	3.33	3.67	20%
<b>Fees for service</b>	3.33	2.67	3.67	20%
<b>Differentiators</b>	2.67	2.33	2.00	10%
<b>Total Average Weighted Score</b>	<b>3.67</b>	<b>3.07</b>	<b>3.03</b>	



## Notice of Intent to Award Contract for Professional Audit Services

**DATE:** April 10<sup>th</sup>, 2023  
**PROJECT/RFP NAME:** Request for Proposals for Professional Auditing Services

Three proposals were received for this request for proposal solicitation. The Evaluation Committee met and scored each proposal in accordance with the solicitation qualification criteria. The results were as follows:

Auditor RFP Proposal Evaluation			
Score 1 through 5			
1=Does Not Meet Requirements, 5=Significantly Exceeds Requirements			
	Umpqua Valley Financial	Barnett & Moro	SingerLewak
Total Average Weighted Score	3.03	3.07	3.67

The Evaluation Committee selected SingerLewak, LLP as the auditing firm that provides Morrow County with the best value for the services to be provided. This notice is being sent out to inform each of you of Morrow County's intention to proceed with the negotiation and contract award to Singer Lewak, LLP for professional auditing services.

Thank you for your proposals. Any respondent who contends it is eligible for the award of the contract and feels adversely affected or aggrieved by Morrow County's decision, must submit a written protest within seven (7) calendar days from date of issuance of this Notice of Intent to Award or its protest is waived. Forward written protests to:

Finance Director  
Morrow County  
PO Box 867  
Heppner, OR 97836

Any written protest shall specify the grounds upon which the protest is based. If you have any questions about this Notice of Intent to Negotiate and Award, please contact me at [kince@co.morrow.or.us](mailto:kince@co.morrow.or.us).

Sincerely,

Handwritten signature of Kevin C. Ince in blue ink.

**Kevin C. Ince**  
**Morrow County Finance Director**

# Morrow County, Oregon



## REQUEST FOR PROPOSALS FOR PROFESSIONAL AUDITING SERVICES

PO Box 867  
110 N Court Street  
Heppner, OR 97836

March 1, 2023

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# I. **Background Information**

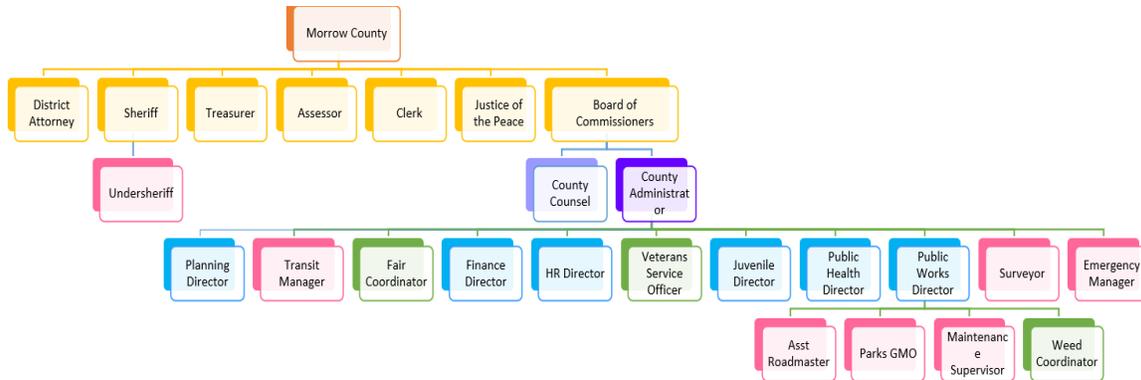
## a. **General Information**

Morrow County, one of Oregon’s 36 counties, was created in 1885 from the western portion of Umatilla County and a small portion of eastern Wasco County. It is named for Jackson L. Morrow, a state representative who advocated for the county's formation. The County seat is located in the City of Heppner.

Morrow County has a total area of 2,049 square miles and per the 2020 census, has a population of 12,186. The County is home to 5 cities, including the following: Heppner, Boardman, Lexington, Ione, and Irrigon.

The principal industries in the County include agriculture, food processing, lumber, livestock, and recreation. The Columbia River also provides Morrow County with a number of related jobs, including the Port of Morrow. The County also is home to a growing number of Strategic Investment Zones, such as alternative power plants like wind and solar farms. The County’s largest taxpayer and principal employer is Amazon’s data centers.

Morrow County has a three-member Board of County Commissioners who oversee governance and create policy. The only employees that report directly to the Board are the County Administrator and County Counsel. Department Directors report to the Administrator, who ensures that the Board’s policy is carried out and that business is conducted consistent with the County’s core values and strategic plan.



## b. **Previous Financial Statements**

Below is a link to the previous financial statement for Morrow County:  
<https://www.co.morrow.or.us/finance/page/financial-statements>

## c. **Recent and/or Upcoming Changes**

The voters of Morrow County elected a new Board of County Commissioners, with Commissioners Wenholz and Sykes beginning their terms January 2, 2023. A third Commissioner was appointed February 15, 2022, to fill Position 3, which was recently vacated due to a voter recall. The Commissioners have also selected an Interim County Administrator to manage the County Departments and operations until a national

recruitment for a permanent Administrator is completed.

The Finance Department has recently updated the chart of accounts to maximize the efficiency of the OpenGov software. The new chart of accounts was implemented during fiscal year 2022-23, with an effective date of July 1, 2022. The fiscal year 2022-23 budget was prepared with the old chart of accounts and a supplemental budget will be adopted for any required changes. Departments will prepare their budgets for fiscal year 2023-24 with the new chart of accounts.

The County continues to receive Federal funds and is planning how to spend its share of the ARPA State and Local Fiscal Recovery funds.

Acentis, the County's HRIS, is nearing end of life (approximately 18 months). The County will be publishing an RFP to find a replacement software solution.

The County is looking to renegotiate with Amazon as the current financial gap between the Enterprise Zone agreement and current assessed value is significant.

#### **d. Accounting Records**

The County's ERP is best of breed with Tyler InCode (ERP Pro) for accounting and financials, OpenGov for budgeting, and Acentis for human resources. The County has been on Tyler InCode since 2008 and is running on version 9.0. Accounting records are maintained in the Finance Department. Records are largely paper with some electronic records.

Budget and actuals are maintained both in Incode and OpenGov. Budgets and forecasts are developed in OpenGov for the upcoming fiscal year, and the actuals are pulled out of Incode via integration and published into OpenGov for management reporting and budget monitoring. The new fiscal year budget is downloaded into Excel and then uploaded as a budget entry into Incode.

The County has 24 departments in the General Fund and a total of 51 funds.

## **II. General Information**

### **a. General Description**

Morrow County is seeking proposals for the audit of its annual financial statements and Single Audit from qualified certified public accounting firms. A complete description of services to be provided is described under Section III. The first reporting period to be audited is July 1, 2022, through June 30, 2023, extending through the next four subsequent fiscal years.

### **b. Points of Contact**

Questions, inquiries, or comments regarding this Request for Proposals (RFP), should be directed to:

Kevin Ince  
Finance Director  
kince@co.morrow.or.us  
541-676-5615

### **c. RFP Responses**

Your proposal must be received no later than March 31, 2023 at 5:00 pm PST. Responses should be emailed to kince@co.morrow.or.us (in PDF or MS Word):

Emailed proposals shall not be deemed received until a confirmation email sent by the primary point of contact is received in reply to the submitted proposal, confirming the emailed proposal was received and the format was readable.

Any amendments to this RFP will be in writing and will be issued to all persons or businesses that have indicated an interest to receive RFP addenda or have obtained the proposal materials. The addenda will be posted on <https://www.co.morrow.or.us/news> and issued by email to the address furnished by those responding to this announcement. Your proposal must acknowledge receipt of all addenda issued either when you submit your proposal or separately prior to opening. No proposal will be considered that is not responsive to any issued addenda.

### **d. Tentative Schedule for Selection Process**

Proposal Due:	March 31, 2023 at 5:00 pm PST
Notice of Intent to Award:	April 14, 2023
Contract Negotiations:	April 28, 2023
Governing Body Approval & Contract Execution	May 10, 2023

This is a tentative schedule and is provided as a courtesy to potential proposers. The actual schedule may vary from the one provided above without notice to potential proposers. Any changes made to the closing date of the RFP will be made in the form of an addendum provided to all potential proposers who have received RFP documents.

### **e. Proposal Evaluation**

The following criteria will be used to evaluate proposals and select the most qualified certified public accounting firm:

<b>Evaluation Criteria</b>	<b>Scoring</b>
1. Firm's municipal audit expertise and experience and qualifications of key personnel	30%
2. Audit approach and schedule	20%
3. References	20%
4. Fees for service	20%
5. Differentiators	10%

The selection team will review the applications and select the most qualified proposers to interview. The selection team will then select the most qualified proposal based on the evaluation criteria listed above.

### **f. Contract Duration and Budget**

The selected certified public accounting firm shall be designated as the County's auditor for a five-year term commencing with the fiscal year ending June 30, 2023. Either party may cancel the contract effective at fiscal year-end, by written notice delivered prior to December 15<sup>th</sup> of that fiscal year. Morrow County reserves the right to extend the contract beyond the original period, negotiating each year separately as to price and work performed.

### **g. Acceptance or Rejection and Negotiation of Proposals**

Morrow County reserves the right to reject any or all proposals, to waive any irregularities in the RFP, to accept or reject any item or combination of items in a proposal in accordance with ORS 279B.100 and Local Contract Review Board Rule (LCRBR) 30.125 or 30.130, to request additional information or clarifications from respondents, and to negotiate or hold interviews with any one or more of the respondents. By requesting proposals, Morrow County is in no way obligated to award a contract or to pay expenses of the proposing firms in connections with the preparation or submission of a proposal. Furthermore, Morrow County reserves the right to reject any and all proposals prior to execution of a contract, with no penalty to Morrow County, if doing so in the public interest. Any protest or objection of award must comply with LCRBR 30.135 and/or 30.140.

## **III. Scope of Auditor Services**

### **a. General**

Morrow County is requesting proposals from qualified certified public accounting firms, duly authorized to practice as such by the State of Oregon, to audit the County's financial statements, commencing with the fiscal year ending June 30, 2023, and extending through

the next four subsequent fiscal years.

Morrow County desires the auditor to express opinions on the fair presentation of the County's basic financial statements, in conformity with generally accepted accounting principles (GAAP). The auditor shall also be responsible for performing certain limited procedures involving required supplementary information and other supplementary information required by the Governmental Accounting Standards Board (GASB) as well as required under Oregon Minimum Standards.

Due to the Federal funds the County receives and expends, Morrow County requires a Single Audit each fiscal year.

The selected auditor shall submit for management's review, a draft of all reports. The final reports are subject to review by the Morrow County's Governing Body. The selected auditor shall incorporate, as part of the basic proposal, meeting time with the finance staff and the Governing Body for the purpose of discussing the audit, management letter, and conclusions.

#### **b. Reports to be Issued**

Upon completion of the audit of the financial statements, the auditor shall issue the following:

- Independent Auditor's Report
- AU-C 260 Letter to Those Charged with Governance
  - AU-C 260 Letter: including Findings, statements, observations, opinions, comments and recommendations
- Audit Comments and Disclosures Required by State Regulation
- Independent Auditor's Report on Internal Control over Financial Reporting and on Compliance and Other Matters Based on an Audit of Financial Statements Performed in Accordance with *Government Auditing Standards*
- Independent Auditor's Report on Compliance with Requirements Applicable to Each Major Program and Internal Control over Compliance in Accordance with OMB Uniform Guidance
- Schedule of Findings and Questioned Costs

#### **c. Additional Reports to be Issued Dependent on Applicability**

- AU-C 265 Communicating Internal Control Related Matters Identified During the Audit
  - AU-C 265 Letter: including material weaknesses and/or significant deficiencies

#### **d. Supplemental Reports / Studies**

Reports on other audits or agreed-upon procedures may be agreed to in writing as stated in a supplemental services agreement. Prior to beginning work, the scope and associated costs shall be approved by Morrow County.

#### **e. Financial Statement Preparation**

Morrow County requires the auditors to draft the financial statements and all related schedules and statements due to a lack of staffing in the Finance Department. Please include the cost of drafting services in Attachment A: Proposed Fees for Services.

#### **f. Standards to be Followed**

To meet the requirements of this RFP, these audits are to be performed in accordance with all applicable professional standards including, but not limited to, applicable standards set forth for financial audits by the Governmental Accounting Standards Board (GASB), *Government Auditing Standards (GAS)*, as promulgated by the Government Accountability Office (GAO) (if applicable), and requirements described in the U.S. Office of Management and Budget (OMB) Uniform Guidance and Compliance Supplement (if applicable).

In addition, all aspects of the engagement shall be performed in accordance with the highest professional standards and comply with all applicable federal, state and local laws.

#### **g. Special Considerations**

The firm receiving the contract for audit services shall procure and maintain, for the duration of the contract, insurance as required in the standard services contract (see attached). The firm must provide a Certificate of Insurance. The firm will also be required to obtain and maintain a valid business license for the term of the contract.

#### **h. Working Paper Retention and Access to Working Papers**

All working papers and reports must be retained, at the auditor's expense, for a minimum of seven (7) years following completion of the audit, unless the firm is notified in writing by Morrow County of the need to extend the retention period. The auditor will be required to make working papers available, upon request, to the following parties or their designees:

- Morrow County
- Parties designated by the federal or state governments or by Morrow County as part of an audit quality review process
- Oregon Secretary of State, Audits Division

In addition, the firm shall respond to the inquiries of successor auditors and allow successor auditors to review working papers related to matters of accounting significance and internal control.

#### **i. Assistance to be provided by Morrow County**

- Staff will prepare the final closing of the books. Morrow County will provide the auditors with a Trial Balance by fund and all of the accounting detail necessary to perform the audit.
- Staff will prepare all workpapers requested by the Auditor prior to the start of

interim and/or final fieldwork.

- Staff will generate the necessary confirmation letters based on templates provided by the auditors.
- Staff will review the draft financial statements prepared by the auditors and all related schedules and statements. Staff will provide any edits/feedback necessary to the audit firm to arrive at the final statements.
- Staff will be available during the audit to assist in providing information, documentation and explanations as needed as well as access to the financial system to view records and print reports. All requests will first be directed to the Finance Director.
- Morrow County will provide the auditor with reasonable workspace including access to the internet, a telephone line, photocopier and fax machine.
- The Finance Director will provide the auditor with a signed Representation Letter at the conclusion of the audit.

## **IV. Proposal Requirements**

### **a. Proposal Requirements**

The proposal should address, at a minimum, the information requested in Section IV, subsection (b), Minimum Content of Responses. Responses should be limited to a total of ten (10) pages, excluding the title page, letter of transmittal, and required attachments.

### **b. Minimum Content of Responses**

- I. **Title Page:** A title page showing the firm's name, the date of proposal, point of contacts, business address, telephone numbers, and email addresses.
- II. **Letter of Transmittal:** A signed letter of transmittal briefly stating that the firm submitting the proposal is properly licensed to perform such audits in the State of Oregon, agrees to perform all of the work outlined in the RFP within the established time periods, is independent of Morrow County and understands that the firm's proposal is a firm and irrevocable offer through the June 30, 2023 audit period. The letter must also contain a certification that the person signing the proposal is entitled to represent the audit firm, empowered to submit the bid, and authorized to sign a contract on behalf of the audit firm.
- III. **Firm Qualifications and Experience:** Provide a brief overview of the firm's experience performing municipal audits. Include the results of the audit firm's most recent external quality review, any findings discovered as part of that review and actions taken to correct those findings. The audit firm must also disclose information on the circumstances and status of any disciplinary action taken or pending against the audit firm during the past three (3) years with state regulatory bodies or professional organizations, as well as any pending or settled litigation within the past three (3) years.
- IV. **Experience and Qualifications of Key Personnel:** Identify all key personnel who will be assigned to work on this project including names, CPA license

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RFP for Professional Auditing Services

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numbers, and Oregon Municipal Audit Roster numbers. Include a brief summary of their background and experience in auditing similar organizations as well as their roles and assigned responsibilities under the proposal.

- V. **Audit Approach and Schedule:** Describe the firm's audit approach and proposed schedule.
- VI. **References:** Provide contact information for three (3) of the firm's current municipal auditing clients in Oregon and two (2) non-current clients served within the last three (3) years. Contact information should include the name of the public agency, name and title of contact person, telephone number, and email address.
- VII. **Proposed Fees for Service:** Provide expected hours required for the fiscal year ending June 30, 2023 and the not to exceed (NTE) price on attachment A. For proposal purposes, provide a NTE price for providing a single audit assuming one major program and assuming the Organization is a low-risk auditee.

Describe the firm's policy on other charges including special requests and special reports or broadening the scope of the engagement and list the audit firm's billing rates for all other applicable professional services.

- VIII. **Differentiators:** Describe what makes your firm different from other firms providing the same service and describe how that will translate to the level of services received.

## **V. Attachments**

**Attachment A: Fee Proposal**

In accordance with the Request for Proposals for Professional Auditing Services, the firm referenced below submits the following hourly fee quotation and hours proposed for all positions to be assigned to the audit:

Fee for Fiscal Year End June 30, 2023

<i>Key Personnel</i>	<i>F/S Audit Hours</i>	<i>Single Audit Hours</i>	<i>Financial Statement Prep Hours</i>	<i>Total Hours</i>	<i>Hourly Rate</i>	<b><i>Total</i></b>
<b>Engagement Partner</b>						
<b>Engagement Manager</b>						
<b>Engagement Senior</b>						
<b>Engagement Staff</b>						
<b>Clerical/Support Staff</b>						
<b>Other</b>						

In accordance with the Request for Proposals for Professional Auditing Services the firm referenced below submits the following cost proposal for the term of the contract:

Fee proposal for Fiscal Years Ending June 30<sup>th</sup>,

	<i>2023</i>	<i>2024</i>	<i>2025</i>	<i>2026</i>	<i>2027</i>
<b>Financial Statement Audit</b>					
<b>Single Audit</b>					
<b>Financial Statement Prep</b>					
<b>Cost of Supplies and Materials</b>					
<b>Additional Fees (if applicable*)</b>					
<b>Total</b>					

\*Technical assistance, as needed, is expected from the audit firm throughout the fiscal year that may include inquiries regarding accounting, reporting and internal control issues. If fees related to this technical assistance are not included in the firm's financial statement audit fee, please include them here.

I hereby certify that the undersigned is authorized to represent the firm stated below, and empowered to submit this bid, and if selected, authorized to sign a contract for the services identified in the RFP.

Firm Name: \_\_\_\_\_

Signature: \_\_\_\_\_

Printed Name: \_\_\_\_\_

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

Date: \_\_\_\_\_

Email Address: \_\_\_\_\_

**Attachment B: Personal Service Audit Contract**

## PROFESSIONAL SERVICES AGREEMENT

THIS PROFESSIONAL SERVICES CONTRACT ("Contract") is made by and between Morrow County, a municipal corporation of the State of Oregon ("County"), and [Enter contractor legal name](#) ("Contractor"). The parties agree as follows:

### 1. SCOPE OF WORK.

The County has need for [Enter services description](#) services to the County (the "Work"). The scope of work and cost of services shall be described in 'Exhibit A: Request for Proposal ("RFP") Response'. The Contractor agrees to provide the necessary services under the terms and conditions as outlined herein.

### 2. CONTRACT DOCUMENTS.

The contract documents consist of the following, listed in order of precedence:

- This Contract;
- Exhibit A: Request for Proposal ("RFP") Response;
- Exhibit B: Request for Proposal ("RFP") and Addendums

### 3. EFFECTIVE DATE AND DURATION OF CONTRACT.

This Contract shall become effective on [Click here to enter a date](#). Unless earlier terminated, this Contract shall remain in full force and effect until [Click here to enter a date](#). The term of this Contract may be extended in accordance with section 9. Expiration of this Contract shall not extinguish or prejudice County's right to enforce this Contract with respect to any breach of a warranty of Contractor or any default or defect in Contractor performance that has not been cured.

### 4. TIME.

Time is of the essence under this Contract.

### 5. INVOICING.

Contractor shall invoice and County shall make payment as per Exhibit A. The Contractor will render to the County an itemized bil, for compensation for such services performed. The invoices shall describe all work performed with particularity, by whom it was performed and shall itemize and explain all expenses for which reimbursement is claimed. The County will not reimburse Contractor for any expenses unless the type, amount and rate of reimbursement are specified in an Exhibit to this Contract without any markup by the Contractor.

### 6. PAYMENT.

County shall pay Contractor within 30 days after receiving Contractor's correct invoice. County shall not pay any amount in excess of the compensation amounts set forth above nor shall County pay Contractor any fees or costs which County reasonably disputes.

### 7. REIMBURSEABLE EXPENSES.

If this paragraph is checked: Under this contract, Contractor is to be reimbursed for the following reimbursable expenses: [List eligible expenses such as printing, mailing, courier services, etc.](#) Such reimbursement shall be at cost. Administration or overhead markups for travel and related expenses shall not be considered.

**8. CHANGES.**

This Contract, including all exhibits attached hereto, shall not be waived, altered, modified, supplemented, extended or amended, in any manner whatsoever, except by written instrument, executed by both parties. Such waiver, alteration, modification, supplement, extension or amendment, if made, shall be effective only in the specific instance and for the specific purpose given. The parties acknowledge and agree that, to the extent permitted by law, this Contract may be amended to specifically provide for additional Contractor services that are within or directly related to the Scope of Work.

**9. KEY PERSONNEL.**

Contractor acknowledges and agrees that the County selected Contractor for award of this Contract because of the special qualifications of Contractor's key personnel. Contractor must obtain County's consent prior to replacing any Key Personnel assigned to perform or support the Work specified in this contract. In the event Contractor requests that County approve a reassignment or transfer of the key personnel, County shall have the right to interview, review the qualifications of, and approve or disapprove the proposed replacement(s).

If this paragraph is checked, the Key Personnel are: **List key personnel by name**

**10. INDEPENDENT CONTRACTOR STATUS/CONTRACTOR WARRANTIES.**

Contractor shall be free from County's direction and control over the means and manner of providing the labor or service, subject only to the specifications of the desired results. Contractor is responsible for obtaining all assumed business registrations or professional occupation licenses required by state or local law. Contractor shall furnish the tools or equipment necessary for the contracted labor or services.

**10.1. Contractor represents and warrants that:**

- 10.1.1. Contractor has the power and authority to enter into and perform this Contract and when executed and delivered, this Contract shall be a valid and binding obligation of Contractor enforceable in accordance with its terms.
- 10.1.2. Contractor is engaged as an independent contractor and will be responsible for any federal or state taxes applicable to any payments made under this Contract.
- 10.1.3. Contractor is not eligible for any federal social security, unemployment insurance, pension, PERS or workers' compensation benefits from compensation or payments paid to Contractor under this Contract.
- 10.1.4. Contractor is not an employee of the County, any special district, local government, the federal government or the State of Oregon.
- 10.1.5. Contractor has complied and will continue to comply with all Oregon laws relating to the performance of Contractor's obligations under this Contract. Contractor shall be qualified, professionally competent and duly licensed to perform the work and services at all times during the term of this Contract.
- 10.1.6. Contractor has the skill and knowledge possessed by well-informed members of its industry, trade or profession and will apply that skill and knowledge with care and diligence to perform the Work under this Contract in a professional manner and in accordance with standards prevalent in the Contractor's industry, trade or profession.

10.1.7. Contractor has read, understands and agrees to be bound by each of the terms and conditions of this Contract.

10.1.8. Contractor prepared its Proposal for this Work independently from all other proposers, and without collusion, fraud or other dishonesty.

10.1.9. Any Goods / Items / Equipment / Components / Hardware / Software / Intellectual Property Rights, etc. delivered to or granted to the County under this Contract, and Contractor's Services rendered in the performance of Contractor's obligations under this Contract, are provided to the County free and clear of any and all restrictions on or conditions of use, transfer, modification, or assignment, and are free and clear of any and all liens, claims, mortgages, security interests, liabilities, charges, and encumbrances of any kind.

10.2. Upon County's request, Contractor shall provide County with evidence reasonably satisfactory to County confirming the foregoing representations and warranties. The representations and warranties set forth in this section 11 are in addition to, and not in lieu of, any other representations and warranties that Contractor provides.

**11. OTHER CONTRACTORS.**

County may undertake or award other contracts for additional or related work, and Contractor shall fully cooperate with such additional contractors and with any County employees concerned with such additional or related work, and shall coordinate the performance of work under this Contract and contract documents, with such additional or related work. Contractor shall not commit or permit any act which will interfere with the performance of work by any other Contractor or by any County employee.

**12. SUBCONTRACTORS, ASSIGNMENT; SUCCESSORS-IN-INTEREST.**

Except as specifically authorized in the contract documents, Contractor shall not make any subcontract with any other party for furnishing any of the work and services contemplated under the contract documents or assign or transfer any interest in this Contract, without obtaining the express prior written consent of County. In any case, this Contract shall be binding upon and shall inure to the benefit of the parties hereto, and their respective successors and assigns, if any.

**13. NO THIRD-PARTY BENEFICIARIES.**

County and Contractor are the only parties to this Contract and are the only parties entitled to enforce its terms. Nothing in this Contract gives, is intended to give, or shall be construed to give or provide, any benefit or right, whether directly or indirectly or otherwise, to third persons unless such third persons are individually identified by name herein and expressly described as intended beneficiaries of the terms of this Contract.

**14. PAYMENT OF LABORERS; PAYMENT OF TAXES.**

Contractor shall:

14.1. Make payment promptly, as due, to all persons supplying to the Contractor labor and material for the prosecution of the work provided for in the contract documents (ORS 279B.220(1));

14.2. Pay all contributions or amounts due to the State Accident Insurance Fund incurred in the performance of this Contract (ORS 279B.220(2));

- 14.3. Not permit any lien or claim to be filed or prosecuted against the County on account of any labor or material furnished (ORS 279B.220(3)); and
- 14.4. Be responsible for all federal, state and local taxes applicable to any compensation or payments paid to the Contractor under this Contract and pay to the Department of Revenue all sums withheld from employees under ORS 316.167. Unless the Contractor is subject to backup withholding, the County will not withhold from such compensation or payments any amount(s) to cover the Contractor's federal or state tax obligation (ORS 279B.220(4)).
- 14.5. If Contractor fails, neglects or refuses to make prompt payment of any claim for labor or services furnished by any person in connection with this Contract as such claim becomes due, County may pay such claim to the person furnishing the labor or services and charge the amount of the payment against funds due or to become due Contractor by reason of the Contract.
- 14.6. The payment of a claim in this manner shall not relieve Contractor or Contractor's surety from obligation with respect to any unpaid claims.
- 14.7. The Contractor shall promptly as due, make payment to any person, co-partnership or association or corporation furnishing medical, surgical and hospital care or other needed care and attention, incident to sickness or injury, to the employee of such Contractor, of all sums which the Contractor agrees to pay for such services and all moneys and sums which the Contractor collected or deducted from the wages of employees pursuant to any law, contract or agreement for the purpose of providing or paying for such service. (ORS 279B.230(1)).
- 14.8. Contractor and its subcontractors, if any, are subject to Oregon Workers' Compensation Law, which requires all employers that employ subject workers who work under this Contract in the State of Oregon to comply with ORS 656.017 and provide the required workers' compensation coverage, unless such employers are exempt under ORS 656.126. Contractor shall ensure that each of its subcontractors, if any, complies with these requirements (ORS 279B.230(2)).

**15. COMPLIANCE WITH APPLICABLE LAW.**

- 15.1. Contractor shall comply with all federal, state and local laws, regulations, executive orders and ordinances applicable to the Contract. Without limiting the generality of the foregoing, Contractor expressly agrees to comply with the following laws, regulations and executive orders to the extent they are applicable to the Contract: (i) Titles VI and VII of the Civil Rights Act of 1964, as amended; (ii) Sections 503 and 504 of the Rehabilitation Act of 1973, as amended; (iii) the Americans with Disabilities Act of 1990, as amended; (iv) Executive Order 11246, as amended; (v) the Health Insurance Portability and Accountability Act of 1996; (vi) the Age Discrimination in Employment Act of 1967, as amended, and the Age Discrimination Act of 1975, as amended; (vii) the Vietnam Era Veterans' Readjustment Assistance Act of 1974, as amended; (viii) ORS Chapter 659, as amended; (ix) all regulations and administrative rules established pursuant to the foregoing laws; and (x) all other applicable requirements of federal, state and municipal civil rights and rehabilitation statutes, rules and regulations. These laws, regulations and executive orders are incorporated by reference herein to the extent that they are applicable to the Contract and required by law to be so incorporated. The County's performance under the Contract is conditioned upon Contractor's compliance with the provisions of ORS 279B.220, 279B.225, 279B.230, and 279B.235 which are incorporated by reference herein.

**16. CONTRACTOR WARRANTY AND COVENANT CONCERNING TAX LAW COMPLIANCE**

16.1. Pursuant to ORS 279B.045, Contractor represents and warrants that:

16.1.1. Contractor (to the best of Contractor's knowledge, after due inquiry), for a period of no fewer than six calendar years preceding effective date of this Contract, has faithfully complied with:

16.1.1.1. All tax laws of this state, including but not limited to ORS 305.620 and ORS chapters 316, 317, and 318;

16.1.1.2. Any tax provisions imposed by a political subdivision of this state that applied to Contractor, to Contractor's property, operations, receipts, or income, or to Contractor's performance of or compensation for any work performed by Contractor;

16.1.1.3. Any tax provisions imposed by a political subdivision of this state that applied to Contractor, or to goods, services, or property, whether tangible or intangible, provided by Contractor; and

16.1.1.4. Any rules, regulations, charter provisions, or ordinances that implemented or enforced any of the foregoing tax laws or provisions.

16.2. Pursuant to ORS 279B.045, Contractor shall comply with all tax laws of this state and all applicable tax laws of any political subdivision of this state throughout the duration of this Contract. For the purposes of this section, "tax laws" includes all the provisions described in subsection 17.1 of this Contract.

16.2.1. Any violation of this section 17 or any subsection under it shall constitute a material breach of this Contract. Further, any violation of Contractor's warranty in section 17.1 of this Contract, guaranteeing that the Contractor has complied with the tax laws of this state and the applicable tax laws of any political subdivision of this state, also shall constitute a material breach of this Contract. Any violation shall entitle the County to terminate this Contract, to pursue and recover any and all damages that arise from the breach and the termination of this Contract, and to pursue any or all of the remedies available under this Contract, at law, or in equity, including but not limited to:

16.2.1.1. Termination of this Contract, in whole or in part;

16.2.1.2. Exercise of the right of setoff, and withholding of amounts otherwise due and owing to Contractor, in an amount equal to County's setoff right, without penalty; and

16.2.1.3. Initiation of an action or proceeding for damages, specific performance, declaratory or injunctive relief. Morrow County shall be entitled to recover any and all damages suffered as the result of Contractor's breach of this Contract, including but not limited to direct, indirect, incidental and consequential damages, costs of cure, and costs incurred in securing a replacement contractor.

16.3. These remedies are cumulative to the extent the remedies are not inconsistent, and the County may pursue any remedy or remedies singly, collectively, successively, or in any order whatsoever.

**17. INSURANCE.**

17.1. Contractor shall obtain prior to beginning any work under this Contract and shall maintain in full force and effect for the term of this Contract, at Contractor's expense:

17.1.1. **Comprehensive general liability** to include bodily injury and property damage for at least \$1,000,000 per occurrence and at least \$2,000,000 aggregate per project.

17.1.2. **Workers' Compensation and Employers' Liability Insurance.** Contractor and its subcontractors, if any, are subject to Oregon Workers' Compensation Law, which requires all employers that employ subject workers who work under this Contract in the State of Oregon to comply with ORS 656.017 and provide the required Workers' Compensation coverage, unless such employers are exempt under ORS 656.126. Contractor shall ensure that each of its subcontractors, if any, complies with these requirements. Unless otherwise exempt, Contractor shall provide the County with certification of Workers' Compensation Insurance and shall maintain Employers' Liability Insurance with limits not less than \$500,000 for each accident, \$500,000 for disease each employee and \$500,000 each policy limit.

17.2. The policies shall be primary to and non-contributory with any insurance or self-insurance carried by the County, issued by a company authorized to do business in the State of Oregon. **The Contractor shall provide the County written notice within thirty (30) days of cancellation or material modification of the insurance contract at the address listed below.** Contractor shall provide certificates of insurance and **additional insured policy endorsement** to County prior to commencement of any work under this Contract. If requested, complete copies of insurance policies shall be provided to County. Contractor shall be financially responsible for all pertinent deductibles, self-insured retentions and/or self-insurance used to satisfy these requirements.

17.3. Contractor shall name Morrow County, its elected and appointed officials, officers, agents, employees and volunteers as additional insureds. This applies to all Contractor insurance policies required by this contract.

#### 18. **PROFESSIONAL LIABILITY INSURANCE.**

If box is checked, this provision applies to this Contract. In addition to other insurance requirements stated above, and if this insurance is applicable, Contractor shall also provide County evidence of professional liability insurance in the amount of not less than \$1,000,000 per claim. Contractor shall keep in force and effect the professional liability policy for at least one year after the expiration of the contract with County. In any case, Contractor shall notify County in the event of a cancellation or reduction in limits. Unless such cancellation or reduction is immediately cured by Contractor, such cancellation or reduction constitutes a breach of this Contract.

**19. INDEMNIFICATION.**

Contractor shall indemnify, defend, save, and hold harmless Morrow County, its elected and appointed officials, officers, agents, employees and volunteers (the "Indemnified Parties") from and against all damages, costs (including reasonable attorney fees), liabilities, claims, suits or actions of any nature, for injury or death to persons or damage to property arising out of or related to the acts or omissions of Contractor, its subcontractors, suppliers, agents or any other person or entity acting on Contractor's behalf in connection with, or incidental to, the Work. Without limiting the generality of the Contractor's obligation to indemnify, defend, save and hold harmless the Indemnified Parties, the obligation includes damages, costs (including reasonable attorney fees), liabilities, claims, suits or actions arising out of or related to any claims that the Work, the Work Product, or any other tangible or intangible items delivered to County by Contractor may be the subject of protection under any state or federal intellectual property law or doctrine, or the County's use thereof, infringes any patent, copyright, trade secret, trademark, trade dress, mask work, utility design or other proprietary right of any third party.

**20. CONFIDENTIALITY.**

20.1. No reports, information and data given to or prepared or assembled by Contractor under the contract documents shall be made available by Contractor to any individual or organization (except County) without the prior written approval of County.

20.2. Any obligation of County to maintain the confidentiality of Contractor's proprietary information provided to County under the Contract Documents is conditioned by and subject to County's obligations under the Oregon Public Records Law, ORS 192.311 to 192.478, which may require disclosure of proprietary information as a "public record" unless exempt under ORS 192.345 or ORS 192.355.

**21. RECORDKEEPING.**

Contractor shall maintain all fiscal records relating to this Contract in accordance with generally accepted accounting principles. In addition, Contractor shall maintain any other records pertinent to this Contract in such a manner as to clearly document the Contractor's performance hereunder. All such fiscal records, books, documents, papers, plans, and writings shall be retained by Contractor and kept accessible for a minimum of six (6) years, except as required longer by law, following final payment and termination of this Contract, or until the conclusion of any audit, controversy or litigation arising out of or related to this Contract, whichever date is later.

**22. ACCESS TO RECORDS.**

Contractor agrees that County and its authorized representatives shall have access to all books, documents, papers and records of the Contractor which are directly related to the Contract for the purpose of making any audit, examination, copies, excerpts and transcripts.

**23. FOREIGN CONTRACTOR.**

If Contractor is not domiciled in or registered to do business in the State of Oregon, Contractor shall promptly provide to the Oregon Department of Revenue and the Secretary of State Corporation Division all information required by those agencies relative to this Contract.

**24. GOVERNING LAW; JURISDICTION; VENUE.**

This Contract shall be governed and construed in accordance with the laws of the State of Oregon without regard to principles of conflicts of law. Any claim, action, suit or proceeding (collectively, "the claim") between County and Contractor that arises from or relates to this Contract shall be brought and conducted solely and exclusively within the circuit court of Morrow County for the State of Oregon. If the claim must be brought in a federal forum, then it shall be brought and conducted solely and exclusively within the United States District Court for the District of Oregon. Contractor, by its execution of this Contract, hereby consents to the in personam jurisdiction of said courts.

**25. OWNERSHIP OF WORK PRODUCT.**

25.1. As used in this section 256, and elsewhere in this Contract, the following terms have the meanings set forth below:

25.1.1. "Contractor Intellectual Property" means any intellectual property owned by Contractor and developed independently from the Work.

25.1.2. "Third-Party Intellectual Property" means any intellectual property owned by parties other than County or Contractor.

25.1.3. "Work Product" means every invention, discovery, work of authorship, trade secret or other tangible or intangible item and all intellectual property rights therein that Contractor is required to deliver to County pursuant to the Work.

25.2. All Work Product created by Contractor pursuant to the Work, including derivative works and compilations, and whether or not such Work Product is considered a work made for hire or an employment to invent, shall be the exclusive property of County. County and Contractor agree that such original works of authorship are "work made for hire" of which County is the author within the meaning of the United States Copyright Act. If for any reason the original Work Product created pursuant to the Work is not "work made for hire," Contractor hereby irrevocably assigns to County any and all of its rights, title, and interest in all original Work Product created pursuant to the Work, whether arising from copyright, patent, trademark, trade secret, or any other state or federal intellectual property law or doctrine. Upon County's reasonable request, Contractor shall execute such further documents and instruments necessary to fully vest such rights in County. Contractor forever waives any and all rights relating to original Work Product created pursuant to the Work, including without limitation, any and all rights arising under 17 USC §106A or any other rights of identification of authorship or rights of approval, restriction or limitation on use or subsequent modifications.

25.3. In the event that Work Product created by Contractor under this Contract is Contractor Intellectual Property, a derivative work based on Contractor Intellectual Property, or is a compilation that includes Contractor Intellectual Property, Contractor hereby grants to County an irrevocable, non-exclusive, perpetual, royalty-free license to use, reproduce, prepare derivative works based upon, distribute copies of, perform and display the Contractor Intellectual Property employed in the Work Product, and to authorize others to do the same on County's behalf.

25.4. In the event that Work Product is Third-Party Intellectual Property, a derivative work based on Third Party Intellectual Property, or a compilation that includes Third-Party Intellectual Property, Contractor shall secure on County's behalf and in the name of the County, an irrevocable, non-exclusive, perpetual, royalty-free license to use, reproduce, prepare derivative works based upon, distribute copies of, perform and display the Third-Party Intellectual Property employed in the Work Product, and to authorize others to do the same on County's behalf.

**26. ERRORS.**

Contractor shall perform such additional work as may be necessary to correct errors in the work required under this Contract without undue delays and without additional cost to County.

**27. TERMINATION.**

27.1. This Contract may be terminated at any time by mutual consent of both parties.

27.2. Contractor may terminate this Contract upon thirty (30) days' written notice to County if County fails to pay Contractor pursuant to the terms of this Contract and County fails to cure within thirty (30) days after receipt of Contractor's notice or such longer period of cure as Contractor may specify in such notice.

27.3. County, in its sole discretion, may terminate this Contract, in whole or in part, upon thirty (30) days' notice to Contractor.

27.4. County may terminate this Contract, in whole or in part, immediately upon notice to Contractor, or at such later date as may be established by County in such notice, upon the occurrence of the following events: (i) federal or state laws, regulations or guidelines are modified or interpreted in such a way that the work or services provided under this Contract are prohibited or County is prohibited from paying for such work or services from the planned funding source; (ii) Contractor no longer holds any license or certificate that is required to perform the work or services; or (iii) Contractor commits any material breach or default of any covenant, warranty, obligation, certification or agreement under this Contract, fails to perform the work or services under this Contract within the time specified herein or any extension thereof, or so fails to pursue the work or services as to endanger Contractor's performance under this Contract in accordance with its terms, and such breach, default or failure is not cured within ten (10) days after delivery of County's notice or such longer period as County may specify in such notice.

27.5. In the event of termination under sections 27.1, 27.2, 27.3 or 27.4(i), Contractor's sole remedy shall be a claim for the sum designated for accomplishing the work or services multiplied by the percentage of work or services completed and accepted by County, less previous amounts paid and any claim or claims which the County has against Contractor. If previous amounts paid to Contractor exceed the amount due to Contractor under this section 27.5, Contractor shall pay any excess to County upon demand.

27.6. In the event of termination under section 27.4(ii) or 27.4(iii), County shall have any remedy available to it in law or equity.

27.7. Upon receiving a notice of termination, Contractor shall immediately cease all activities under this Contract, unless expressly directed otherwise by County in the notice of termination. Further, upon termination, Contractor shall deliver to County all contract documents, information, works-in-progress and other property that are or would be deliverable had the Contract been completed. Upon County's request, Contractor shall surrender to anyone County designates, all documents, research or objects or other tangible things needed to complete the work or services.

**28. ATTORNEY FEES.**

If a suit or action is filed to enforce any of the terms of this Contract, each party is responsible for their respective costs and fees, including attorney fees.

**29. FUNDS AVAILABLE AND AUTHORIZED, NON-APPROPRIATION OF FUNDS.**

If payment for work under this Contract extends into the County's next fiscal year, the County's obligation to pay for such work shall be subject to approval of future County Council appropriations to fund this Contract. Moreover, continuation of this Contract at specified levels is conditioned on adequate funding under the County's annual budget. The County reserves the right to adjust the level of services provided for in this Contract in accordance with funding levels adopted by County Council.

**30. SEVERABILITY.**

The parties agree that if any term or provision of this Contract is declared by a court of competent jurisdiction to be illegal or in conflict with any law, the validity of the remaining terms and provisions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if the Contract did not contain the particular term or provision held to be invalid.

**31. FORCE MAJEURE.**

Neither County nor Contractor shall be held responsible for delay or default caused by fire, riot, acts of God, or war where such cause was beyond, respectively, County's or Contractor's reasonable control. Contractor shall, however, make all reasonable efforts to remove or eliminate such a cause of delay or default and shall, upon the cessation of the cause, diligently pursue performance of its obligations under this Contract.

**32. WAIVER.**

The failure of County to enforce any provision of this Contract shall not constitute a waiver by County of that or any other provision.

**33. RECYCLABLE MATERIALS.**

Contractor shall, to the maximum extent economically feasible in the performance of this Contract, use recycled paper (as defined in ORS 279A.010(ee)), recycled PETE products (as defined in ORS 279A.010(ff)), and other recycled products (as "recycled product" is defined in ORS 279A.010(gg)).

**34. NOTICE.**

Except as otherwise expressly provided in this Contract, any communications between the parties hereto or notices to be given hereunder shall be given in writing by personal delivery or mailing with postage prepaid to Contractor or County at the address set forth below. Any communication or notice so addressed and mailed shall be deemed to be given five (5) days after mailing. Any communication or notice by personal delivery shall be deemed to be given when actually delivered.

**For Morrow County**

Contract Administrator Name, Title: **Kevin C. Ince, Finance Director**

Address, County, State and ZIP Code: **PO Box 867, 110 N. Court St, Heppner, OR 97836**

Telephone: **(541) 256-0871**

Email: **kince@co.morrow.or.us**

**For the Contractor**

Contract Administrator Name, Title: **Enter contract administrator's name and title**

Address, County, State and ZIP Code: **Enter address**

Telephone: **Enter telephone number**

Email: **Enter email address**

**35. CONTRACTOR INFORMATION AND CERTIFICATION.**

Contractor shall provide Contractor's Social Security number or Contractor's federal tax ID number and the additional information set forth below. This information is requested pursuant to ORS 305.385 and OAR 125-246-0330. Social Security numbers provided pursuant to this section will be used for the administration of state, federal and local tax laws.

Legal Name: **Enter Business Legal name, including DBA, if appropriate**

Address, County, State and ZIP Code: **Enter Contractor Address and mailing address (if different); if both addresses are the same as in 35, you may enter "see item 35"**

Citizenship, if applicable: Non-resident alien?  Yes  No

Business Designation (check one):

Professional Corporation  Partnership  Limited Partnership

Limited Liability Company  Limited Liability Partnership  Sole Proprietorship

Other

Federal Tax ID#: **Enter Federal Tax ID number**

County may report the information set forth above in conjunction with any reports it makes to the Internal Revenue Service (IRS) under the name and Social Security number or taxpayer identification number provided.

The individual signing on behalf of Contractor hereby certifies and swears under penalty of perjury that: (a) the number shown on this form is Contractor's correct taxpayer identification; (b) Contractor is not subject to backup withholding because (i) Contractor is exempt from backup withholding, (ii) Contractor has not been notified by the IRS that Contractor is subject to backup withholding as a result of a failure to report all interest or dividends, or (iii) the IRS has notified Contractor that Contractor is no longer subject to backup withholding; (c) s/he is authorized to act on behalf of Contractor, s/he has authority and knowledge regarding Contractor's payment of taxes, and to the best of her/his knowledge; (d) Contractor is not in violation of any Oregon tax laws named in ORS 305.380(4); (e) Contractor is an independent contractor as defined in ORS 670.600; and (f) the supplied Contractor data is true and accurate.

***[signature page follows]***

FOR MORROW COUNTY:

\_\_\_\_\_  
*Signature*

\_\_\_\_\_  
*Name (Printed)*

\_\_\_\_\_  
*Title*

\_\_\_\_\_  
*Date*

FOR **Enter Contractor Name:**

\_\_\_\_\_  
*Signature*

\_\_\_\_\_  
*Name (Printed)*

\_\_\_\_\_  
*Title*

\_\_\_\_\_  
*Date*

# **EXHIBIT A**

**Request for Proposal Response**

# **EXHIBIT B**

## **Request for Proposals**



## Responses to Questions/Clarifications on Request for Proposals for Professional Auditing Services

**DATE:** March 30, 2023  
**PROJECT/RFP NAME:** Request for Proposals for Professional Auditing Services  
**RFP NUMBER:** N/A

Morrow County provides the following responses to the questions/clarifications received to the aforementioned Request for Proposals.

- 1) Why is the County soliciting for an auditor at this time?

*Morrow County decided to post an RFP for audit services due to the completion of the engagement term with our current auditor.*

- 2) Were there any audit adjustments in the prior year? If yes, could you provide a copy of the adjustments?

*We did have adjusting entries in the prior year. A copy of the entries is attached.*

- 3) Has there been any significant turnover in the County since June 30, 2022?

*As outlined in the RFP materials, there have been significant changes with our Board of Commissioners which is entirely new as of January 2023. In addition, we have recently hired an Interim County Administrator and are in the process of recruiting a permanent County Administrator. The prior County Administrator was terminated in July, 2022. I began with the County in June, 2022 as the Finance Director/County Accountant. My predecessor, along with the Financial Analyst, left the county in January, 2022.*

- 4) When does the County anticipate being ready for the audit work to begin?

*For the prior fiscal year, we continued to record accruals through the month of September. As of October, we rolled our GL to the next fiscal year. This is also when our audit work began. The County will be ready to begin audit work based on the needs and timeline of completing the audit.*

- 5) How many days were the prior auditors on-site for interim and fieldwork last year?

*For the prior audit, the auditors were onsite for three days in October. They also came onsite to complete some preliminary work for two days in July or August.*

- 6) Is the County open to a partial or fully remote audit?

*We have not really considered doing a fully remote audit. Regarding a partially remote audit, I would need to know more what that would look like. One of the benefits of the recent turnover in key positions is that we are open to new ideas and suggestions. My only concern about a fully remote audit is the staff time required to*



## Responses to Questions/Clarifications on Request for Proposals for Professional Auditing Services

*quickly and accurately respond to all of the information requests (which I assume would be much greater than during an onsite audit). We only have three people in the Finance department.*

7) What can a new auditor do, if anything, to make the audit experience better?

*Rather than answer this question in the context of what could be done 'better' or what could be 'improved upon', I would like to just state some of the things that are important or desirable through the audit process. It is important that our financial audit is rigorous and thorough, specifically with regard to internal controls and compliance with Federal Grant requirements for the Single Audit. Additionally, it is important to have and adhere to the audit timeline and key dates. Lastly, it is very beneficial to have a complete list of information requests and due dates for those requests prepared and submitted to the Finance team as early in the process as possible.*

Sincerely,

A handwritten signature in blue ink, appearing to read "Kevin C. Ince".

**Kevin C. Ince**

**Morrow County Finance Director**

Adjusting Journal Entries  
Morrow County  
June 30, 2022

AJE No.	Account Description	W/P Ref	Account Number	Debits	Credits
1	Bike and Trail	6015	202220-3303541		1,214.00
1	Special county road funds		202220-3303544	121,409.00	
1	Gas/tax		202220-3303542		120,195.00
To adjust September 2021 ODOT apportionment to Bike and Gas tax... See AJE 31450 provided by Kevin.					
2	Fees		101109-3404139		150.00
2	Cont. legal education		101109-3404146		117.00
2	Fines		101109-3505012		16,387.00
2	Miscellaneous Revenue		101109-3604187		919.00
2	Fines		101112-3404729		357.00
2	Fines		101113-3404729		178.00
2	Fine Assessments - 40%		322100-3404729		356.00
2	Grant receivable		101100-1707400	18,108.00	
2	Grant receivable		322100-1707400	356.00	
To post 31474 AJE provided by Kevin... to accrue an additional AR					
3	Fund balance		101100-3010101	15,462.00	
3	Personal services		101101-5101001		4,696.00
3	Personal services		101102-5101001		1,178.00
3	Personal services		101103-5101001		10,079.00
3	Personal services		101105-5101001		1,574.00
3	Personal services		101106-5101001		1,460.00
3	Personal services		101109-5101001		924.00
3	Personal services		101111-5101001		7,380.00
3	Personal services		101112-5101001		1,356.00
3	Personal services		101113-5101001		8,794.00
3	Personal services		101114-5101001	18,061.00	
3	Personal services		101115-5101001	5,272.00	
3	Personal Services		101116-5101001		1,441.00
3	Personal services		101120-5101001		874.00
3	Personal services		101121-5101001	779.00	
3	Personal services		101128-5101001	182.00	
3	Fund balance		202100-3010101		13,114.00
3	Personal services		202220-5101001	13,114.00	
3	Fund balance		207100-3010101	1,569.00	
3	Personal services		207113-5101001		1,569.00
3	Fund balance		214100-3010101	9,019.00	
3	Personal services		214300-5101001		7,384.00
3	Personal services		214300-5101001		1,635.00
3	Fund balance		216100-3010101		9,014.00
3	Personal services		216320-5101001	9,014.00	
3	Due to Other Funds		220100-2404002		27,425.00
3	Personal services		220111-5101001	4,951.00	
3	Fund balance		220100-3010101	22,474.00	
3	Fund balance		238100-3010101	5,288.00	
3	Personal services		238300-5101001		5,288.00
3	Fund Balance		510100-3010101		1,982.00
3	Personal Services		510113-5101001	1,982.00	
To record prior year fund balance AJE that was not made					
4	Fund balance		202100-3010101		120.00
4	Materials and services		202220-5202377	120.00	
To adjust prior year fund balance to prior year					
5	Local Govt. Grant		238200-3303451	5,232.00	
5	State RV tax		238200-3303596		5,232.00
To reclass RV tax deposit to correct account. Client amount should be \$5,231.63					
6	Accrued vacation		214100-2656502		7,383.00
6	Personal services		214300-5101001	7,383.00	
To post correcting entry to Fair Fund accrued vacation. Provided by client #31536					
7	Accrued Payroll and Taxes		101100-2606001		489,101.00
7	Accrued Payroll and Taxes		202100-2606001		126,259.00
7	Accrued Payroll and Taxes		207100-2606001		34,828.00
7	Accrued Payroll and Taxes		214100-2606001		2,750.00
7	Accrued Payroll and Taxes		216100-2606001		15,975.00
7	Accrued Payroll and Taxes		220100-2606001		5,012.00
7	Accrued Payroll and Taxes		238100-2606001		18,021.00
7	Accrued Payroll and Taxes		504100-2606001		4,549.00
7	Accrued Payroll and Taxes		510100-2606001		30,043.00
7	Cash with treasurer		101100-1101500	489,101.00	

Adjusting Journal Entries  
Morrow County  
June 30, 2022

AJE No.	Account Description	W/P Ref	Account Number	Debits	Credits
7	Cash with treasurer		202100-1101500	126,259.00	
7	Cash with treasurer		207100-1101500	34,828.00	
7	Cash with treasurer		214100-1101500	2,750.00	
7	Cash with treasurer		216100-1101500	15,975.00	
7	Cash with treasurer		220100-1101500	5,012.00	
7	Cash with treasurer		238100-1101500	18,021.00	
7	Funds held with Treasurer		504100-1101500	4,549.00	
7	FC W/ Treasurer		510100-1101500	30,043.00	

To post AJE PBC 31884 to adjust Payroll Net Payable to zero

8	Accounts payable		101100-2101500		15,170.00
8	Payroll taxes payable		101100-2610000	15,170.00	
8	Accounts payable		202100-2101500		4,680.00
8	Payroll taxes payable		202100-2610000	4,564.00	
8	Fringe benefits		202220-5101301	116.00	
8	Accounts payable		207100-2101500		338.00
8	Accrued payroll taxes		207100-2614101	338.00	
8	Accounts payable		214100-2101500		76.00
8	Payroll taxes payable		214100-2610000	76.00	
8	Accounts payable		216100-2101500		399.00
8	Payroll taxes payable		216100-2615101	399.00	
8	Accounts payable		220100-2101500		168.00
8	Payroll taxes payable		220100-2614101	168.00	
8	Accounts payable		238100-2101500		651.00
8	Payroll taxes payable		238100-2616301	651.00	
8	Accounts payable		504100-2101500		87.00
8	Payroll Taxes Payable		504100-2616302	87.00	
8	Accounts payable		510100-2101500		841.00
8	Payroll Taxes Payable		510100-2616302	841.00	

To remove SUTA adjustment to AP and Payroll Liabilities.... New payroll system, SUTA/WBF not recorded through AP system

9	Cash with treasurer		101100-1101500	72,210.00	
9	Accrued Payroll and Taxes		101100-2606001		72,210.00
9	Cash with treasurer		202100-1101500	22,063.00	
9	Accrued Payroll and Taxes		202100-2606001		22,063.00
9	Cash with treasurer		207100-1101500	4,246.00	
9	Accrued Payroll and Taxes		207100-2606001		4,246.00
9	Cash with treasurer		214100-1101500	421.00	
9	Accrued Payroll and Taxes		214100-2606001		421.00
9	Cash with treasurer		216100-1101500	2,169.00	
9	Accrued Payroll and Taxes		216100-2606001		2,169.00
9	Cash with treasurer		220100-1101500	767.00	
9	Accrued Payroll and Taxes		220100-2606001		767.00
9	Cash with treasurer		238100-1101500	3,725.00	
9	Accrued Payroll and Taxes		238100-2606001		3,725.00
9	Funds held with Treasurer		504100-1101500	908.00	
9	Accrued Payroll and Taxes		504100-2606001		908.00
9	FC W/ Treasurer		510100-1101500	5,483.00	
9	Accrued Payroll and Taxes		510100-2606001		5,483.00

To adjust 6/30/22 Partial Payroll to Liabilities... client does not post.

10	State P&P Funds	1856	510113-3303599	39,816.00	
10	Justice Reinvestment Grant		510113-3303595		39,816.00

To reclass Jusitice Reinvestment Grant - \$39,815.78

11	Grant/Revenue Receivable	6054	510100-1707400	133,386.00	
11	State P&P Funds		510113-3303599		133,386.00

To record additional receivable to P&P fund - \$133,385.88

Totals				1,293,917.00	1,293,917.00
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**PROPOSAL TO**  
**MORROW COUNTY, OREGON**  
**FOR PROFESSIONAL AUDIT SERVICES**  
**JUNE 30, 2023**

**PREPARED BY**



**1255 Lee St. SE, Suite 210, Salem, OR 97302 T: 503.585.7751**

**Contact: Brad Bingenheimer, Partner**  
**[bbingenheimer@singerlewak.com](mailto:bbingenheimer@singerlewak.com)**  
**Proposal Date: March 29, 2023**

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March 31, 2023

Morrow County  
PO Box 867  
110 N Court Street  
Heppner, OR 97836

SingerLewak is pleased to submit this proposal for professional auditing services for Morrow County, for fiscal year ending June 30, 2023, and four years subsequent. We are excited about the possibility of building a working relationship with the County. We are committed to delivering the highest level of responsive and quality audit services possible.

We understand your need for a hands-on approach firm to assist you. You want a service provider that truly partners with you and acts not only as an advisor, but also as an advocate, thinking proactively and guiding you through accounting, federal and state compliance requirements, and technical matters. As trusted advisors to many local governments, we understand this at the highest level. SingerLewak is well equipped to take this journey with you to help you succeed. We have the people, resources, and desire to not only meet your needs, but demonstrate a clear difference in our service.

You can expect a strong collaborative working relationship with SingerLewak, including:

**Communication and collaboration**

- Speedy responsiveness, attention to deadlines and honest communication
- Significant partner involvement
- Answers and research on issues related to accounting matters that may impact the County
- Use of technology to streamline the audit process and be environmentally sensitive

**Oregon governmental experience and expertise**

- Over 50 years providing audits to local governments in Oregon
- A partner on the Oregon Society of CPA's Governmental Accounting and Auditing Committee
- Annual educational seminar for municipalities on new GASB standards, cybersecurity, fraud, Oregon Local Budget Law, Uniform Guidance compliance, and more

We are pleased to be considered for this engagement. Our Firm can provide quality auditing services at a competitive price in a timely, efficient manner for the as follows:

Scope of Work

- Audit of Morrow County performed in accordance with:
  - Generally Accepted Auditing Standards
  - Minimum Standards for Audits of Oregon Municipal Corporations
  - Government Auditing Standards, if applicable
  - Single Audit under Subpart F of Uniform Grant Guidance, if applicable

- Report requirements:
  - Independent auditor's report
  - Independent auditor's report required by Oregon State Regulations
  - Independent auditor's report on internal controls over financial reporting and on compliance and other matters based on an audit of financial statements performed in accordance with Government Auditing Standards, if applicable.
  - Independent auditor's report on compliance with each major federal program and report on internal control over compliance in accordance with the Uniform Guidance, if applicable
  - Schedule of findings and questioned costs, if applicable
- Additional services:
  - Assistance with accounting, internal control, and reporting questions including implementation of GASB pronouncements
  - Completion of summary of revenues and expenditures
  - Required communications under AU-C 260 to those charged with governance
  - Letter to those charged with governance under AU-C 265 to report findings and recommendations, if applicable
  - Presentation of audit report at Board of Commissioners meeting

#### License to Practice in Oregon

SingerLewak is properly registered to practice in Oregon. All assigned key professional staff are licensed by the Oregon State Board of Accountancy to practice public accounting in Oregon and are registered by the same licensing body to perform audits of Oregon municipal corporations.

#### Independence

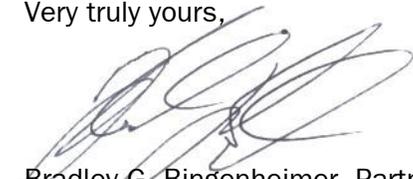
SingerLewak is independent of Morrow County, as defined by generally accepted auditing standards and the U.S. Government Accountability Office's *Government Auditing Standards*. Those standards require that, in all matters relating to the audit work, the Firm and the individual auditors should be free from personal and external impairments to independence, should be organizationally independent, and should maintain an independent attitude and appearance. Based upon our policy of documenting firm and employee independence with respect to continuing clients and prospective clients, we believe we are independent with respect to the County.

SingerLewak agrees to perform all of the work outlined in the County's Request for Proposals within the time period established by the County. We acknowledge the receipt of all addendums issued in connection with the Request for Proposals.

This is a firm and irrevocable offer through the June 30, 2023 audit period. Brad Bingenheimer, Partner, is entitled to represent SingerLewak, to submit this proposal, and is authorized to sign a contract with the County on behalf of the Firm.

If you have any questions after you have had an opportunity to review our proposal, we would be pleased to answer them. Please contact Brad Bingenheimer at 503.585.7751 or [bbingenheimer@singerlewak.com](mailto:bbingenheimer@singerlewak.com).

Very truly yours,



Bradley G. Bingenheimer, Partner  
SingerLewak LLP

## **QUALIFICATIONS AND EXPERIENCE**

### **Firm Qualifications**

#### Our Firm

SingerLewak is registered in the state of California and has two offices in Oregon. Work for the County's audit will be performed from our Salem, Oregon office. The Salem, Oregon office of SingerLewak (formerly Boldt Carlisle + Smith) has over 50 years of experience auditing municipalities, including municipalities similar to Morrow County. We perform over 40 municipal audits a year, allowing us to bring a wealth of experience whether it's with Oregon PERS, Oregon Local Budget Law, or the latest new pronouncements from GASB. Our long history, breadth of practice, and participation in local professional associations means that we have built working relationships with the departments of the State of Oregon and other stakeholders of the County.

The technical resources available to us help us assist our clients with new accounting pronouncements as they become effective. In addition, the number of governmental entities we serve enables us to share ideas throughout our community of clients. The combination of our resources, experience and professional involvement will be available to you when the time comes to implement any new pronouncements.

#### Legal Capacity to Practice in the State of Oregon

SingerLewak is properly registered to practice in Oregon. All assigned key professional staff are licensed by the Oregon State Board of Accountancy to practice public accounting in Oregon and are registered by the same licensing body to perform audits of Oregon municipal corporations. Our federal EIN is 95-2302617 and our Secretary of State Corporation Division Business Registry number is 670607-99.

### **Peer Review**

SingerLewak has successfully completed an independent peer review of its assurance practice. The reviewers concluded in their report that the firm complies with the stringent quality control standards set by the American Institute of Certified Public Accountants, the national professional organization of CPAs. The reviewers made an independent assessment of the firm's quality control policies and procedures and inspected the working papers and reports on a representative sample of assurance engagements. They also inspected the firm's administrative files and records and interviewed professional personnel. Our latest peer review report dated April 16, 2020 has been included as Appendix A. SingerLewak underwent peer review in January 2023, however that report is not yet available, but will be provided upon issuance.

### **Disciplinary or Corrective Actions**

SingerLewak has not been subject to, and has no pending, disciplinary action by state regulatory bodies or professional organizations nor have we experienced any pending or settled litigation within the past three years. SingerLewak is has no knowledge of any judgments, pending or expected litigation, or other real or potential financial reversals that might materially affect the viability or stability of our Firm.

## **Firm Differentiators**

### Civic and Industry Involvement

Brad Bingenheimer, Governmental Sector Partner, has served on the OSCPAs Governmental Accounting & Auditing Strategic Committee for many years and currently sits on the Complaints Committee at the Oregon Board of Accountancy. He has also presented at the Oregon Government Finance Officers Association Conference and has served on the Peer Review Oversight Committee at the Oregon Board of Accountancy. He is active in liaising with GASB or the Oregon Secretary of State when clarification was needed for new accounting standards. Kathy Wilson, Director of Assurance and Advisory, is a member of the Special Review Committee for the Government Finance Officers Association.

Annually, we provide a four to six hour seminar as a no-charge service to our local government audit clients. The seminar is designed for individuals who hold positions of fiscal and administrative responsibility. Attendants have told us that this seminar is useful because it provides information on issues of current interest and a forum to exchange ideas with others who are actively involved in fiscal operations.

### Professional Development

In order to maintain the quality of our services, our Firm is dedicated to the continual professional development of its entire staff. Our municipal auditors attend courses consistent with the state and federal requirements for licensing and performing governmental audits, including 24 hours directly relating to the governmental environment and governmental auditing. All CPAs attend at least 80 hours of courses covering accounting, auditing, tax, and other pertinent topics every two years. Other accounting staff also attend professionally sponsored courses.

The firm continually dedicates resources to professionally develop and educate its entire assurance staff, as evidenced by active participation in OSCPAs conferences and committees, as well as the firm's annual education day devoted to municipal auditing concepts and procedures.

## **Single Audit Experience**

Since the inception of the Single Audit Act in 1984, we have been performing audits that comply with the Act, even as it evolved under the Uniform Guidance. During 2022, the Oregon offices of SingerLewak conducted 11 Single Audits for local governments and nonprofit organizations. Firmwide SingerLewak performed 24 Single Audits in 2022.

Brad Bingenheimer has presented on the topic of Single Audits at the Oregon Society of Certified Public Accountants Governmental Accounting and Auditing Conference.

## **SCOPE OF AUDIT AND TIMELINE**

### **Audit Approach and Understanding**

#### Project Approach

At SingerLewak, LLP, our audit approach is constantly evolving and improving to best fit the needs of our clients and fully meet updated auditing and accounting standards. Our audit strategies give proper attention to the authoritative pronouncements which govern the conduct of all audits and focus specifically on authoritative pronouncements that guide the conduct of governmental engagements. Requirements from federal granting agencies and the State of Oregon Secretary of State's Audit Division also have helped shape our audit programs, which enable us to efficiently complete the requirements of the Single Audit Act and Minimum Standards for Audits of Oregon Municipal Corporations.

#### Risk Assessment & Understanding of Internal Controls

We consider various risk factors in planning and performing an audit. This approach provides for a more efficient audit by focusing our efforts to those areas where there is the greatest risk for a misstatement, an instance of non-compliance with laws and regulations, or a breakdown in internal controls. In order to perform proper risk assessments, we will gain an understanding of the operations of the County, its personnel and internal controls. This understanding will be obtained through interviews with appropriate personnel, review of the County's written policies and procedures, and use of internal control checklists.

Based on the understanding of the internal controls, we will make risk assessments and consider the financial statement assertions for each audit area. The financial statement assertions that pose the greatest risk will vary among the different audit areas. These assessments will assist us in planning the audit process and in the determination of testing internal controls in order to rely upon them to reduce other audit procedures. This decision considers the necessary level of control risk, the financial statement assertion related to the control, and whether it is efficient to test controls.

If we determine that internal controls are sufficient and that testing controls is the most efficient approach, we will design and perform tests of controls that relate to the financial statement assertion being audited. These tests of controls may include observation, inquiry, reperformance or inspection of documents, and may involve the selection of a representative number of items or transactions from the population being tested. The results of these tests will enable us to determine whether we may rely upon the County's internal controls and may provide a basis for suggestions to the County for improvements in internal controls. We also select other audit procedures to perform based on our understanding of the County's risks.

#### Analytical Procedures

We will utilize a variety of analytical procedures in conducting our audits. These will include comparison of current, prior, and budgeted amounts, ratio analysis, predictability tests and consideration of relationships between financial and non-financial information. The IDEA software will also be used for analytical purposes to scan transactions for anomalies and gaps in sequences, and in review of significant accounts. These procedures will be used in planning the audit, as tests to support amounts in the financial statements, and in final review of the financial statements.

## **Audit Approach and Understanding (continued)**

### Sampling

An audit involves examining, on a test basis, evidence supporting the amounts and disclosures in the financial statements and testing compliance with laws and regulations; therefore, our audit will involve judgment about the number of transactions to be examined and the areas to be tested. Audit sampling will be used to the extent deemed appropriate in applying a given procedure to less than 100 percent of the items within an account balance or class of transactions for the purpose of evaluating some characteristic of the balance or class or for testing compliance. The IDEA software, as discussed prior, will be used to assist us in selecting samples and analyzing the results of tests applied to the sample. Based upon professional judgment, there may be situations where procedures other than sampling are more efficient.

### Tests of Compliance

Our commitment to continuing education and participation in professional associations enables us to identify new and ongoing laws and regulations to test for compliance. When testing compliance, we determine the specific compliance requirements that are applicable, test controls over those compliance requirements, if required, and test compliance with Oregon Revised Statutes, debt covenants, contractual provisions, grant restrictions, and other applicable rules and regulations. These tests may take a variety of forms, including selection of a representative number of expenditures, inquiry into relevant County policies and procedures, or reconciliation of amounts reported to granting agencies with the County general ledger.

### Use of Technology

Our Firm has ample experience auditing computerized accounting systems. The audit planning and the audit approach we apply will give consideration to the accounting systems used by the County.

Many of the audits we conduct are in highly computerized environments, including financial institutions, counties, and cities. Our approach to auditing computerized systems includes consideration of how the computer systems affect internal controls, assessment of risks related to computerized systems, testing of computer system controls, understanding integration between distinct software packages, and extraction of data directly from systems for further audit procedures.

In conducting audits we make use of the data extraction software IDEA. We will request, in electronic form the County's detail general ledger and other reports such as detail of utility billings and payroll registers. Information from those reports will be imported into IDEA giving us the ability to analyze large amounts a data.

### Consideration of Fraud

The purpose of an audit in accordance with auditing standards generally accepted in the United States of America is the expression of an opinion on the fair presentation of financial statements. Accordingly, our audit will be designed to detect material misstatements, including those that would be caused by fraud, either through fraudulent financial reporting or misappropriation of assets. Our audit may not be relied upon to detect occurrences of fraud that are not material; however, should any fraud come to our attention, we would communicate that finding to the appropriate level of management and governance.

## Proposed Timeline

The following estimated schedule is predicated on the assumption that County management, staff, and the Board of Commissioners respond to our request for information within one to two weeks of interim and final fieldwork dates:

Pre-engagement meeting and scheduling	April/May
Interim fieldwork and planning	June/July/August (2-3 days needed on-site)
Final fieldwork	September/October (3-4 days needed on-site)
Issue auditor's reports and letters	By December 15 <sup>th</sup>

## Work Plan for Audit

SEGMENT	OBJECTIVES	TIME FRAME
<b>PLANNING/INTERIM FIELDWORK</b>	<ul style="list-style-type: none"> <li>• Pre-audit conversation with management</li> <li>• Provide detailed list of schedules to be supplied by the County</li> <li>• Engagement letter and contract provided, and signed copy received</li> <li>• Gain an understanding of the nature of operations and internal controls and tests of controls as deemed appropriate</li> <li>• Formulate audit strategy</li> <li>• Perform risk assessments</li> <li>• Begin tests of compliance with laws and regulations</li> </ul>	April - August
<b>POST YEAR-END FIELDWORK</b>	<ul style="list-style-type: none"> <li>• Substantive tests of transactions or account balances</li> <li>• Test compliance with laws and regulations</li> <li>• Analytical procedures</li> <li>• Single audit procedures, if applicable</li> <li>• Review of workpapers</li> <li>• Exit conference with County management</li> </ul>	September/October
<b>DRAFT AND REVIEW REPORTS</b>	<ul style="list-style-type: none"> <li>• Draft auditor's reports, including minimum standards report, and management and governance communications</li> <li>• Draft report on compliance with <i>Government Auditing Standards</i> and report on compliance with major programs in accordance with Uniform Guidance, if applicable</li> <li>• Review of reports, financial statements and management and governance communications</li> <li>• Printing and delivery of financial statements and reports</li> <li>• Complete Oregon Audits Division Summary of Revenues and Expenditures</li> <li>• Upload information for the Data Collection Form in the Federal Audit Clearinghouse, if applicable</li> </ul>	November/December
<b>PRESENTATION</b>	<ul style="list-style-type: none"> <li>• Presentation of audit reports, required communications, and recommendations to the Board of Commissioners</li> </ul>	TBD by County

## **Constructive Suggestions for Improvement and Communication of Findings**

Our audit experience enables us to provide constructive suggestions for improving the County's internal accounting controls and administrative procedures. Appropriate notes will be made during the audit and later summarized for presentation to the appropriate level of County management and governance. Any significant deficiencies or material weaknesses will be communicated in writing in accordance with applicable standards.

## **Fees for Additional Services**

If extraordinary circumstances are discovered during the audit that require an expansion of audit work, we will refrain from investing those additional hours until a signed engagement letter agreeing to the expanded scope of the project has been received from the County. Should it become necessary for the County to request SingerLewak to provide additional services that would be outside the normal course of the requested annual audit services, then such additional work shall be charged at the current hourly rates commensurate with the level of staff required as follows:

<u>Staff Classification</u>	<u>Hourly Rates</u>
Partner	\$310
Director	195
Senior	150
Staff	110
Clerical	55

## **Use of County Personnel**

Our work plan for an audit is predicated on the expectation that County management and staff shall assist us by providing information that we request, locate vendors invoices selected for testing, prepare confirmations and respond to our inquiries. We understand that the County will prepare the year-end general ledger and schedules supporting significant year-end balances.

We anticipate that the time required of County personnel would be similar to what has been necessary in prior years.

## **KEY PERSONNEL**

The significant factors which influence the assignment of personnel for professional audit service engagements include proper measurement of the scope of services to be performed, planning and control of the engagement, and careful matching of the skills and experience levels of professional personnel with the requirements of the engagement. Key personnel chosen specifically for the requirements/scope of this engagement will be from our local Oregon offices and include the following individuals:

Engagement Partner:	Brad Bingenheimer, CPA, Licensed Municipal Auditor
Engagement Director:	Katherine Wilson, CPA, Licensed Municipal Auditor

Brad is responsible for approving the audit strategy and providing oversight of the audit throughout the process. He will also review the final report and assist with complex issues as necessary.

Kathy will be the main contact and supervise the work of senior and other staff assigned to the engagement. She is responsible for the planning and wrap-up of the audit including review of work done by staff. She will review the draft for adherence to technical requirements.

Additionally, two to three CPA and/or associate accountants will be selected to assist in performing the audit.

### Staff Rotation and Changes in Key Personnel

We understand the importance of continuity of staff and make every effort to maintain staff assignments from year to year. We do not anticipate that there will be a turnover in the Engagement Partner or Director. However, should there be a change in staffing, we would notify you promptly, and whenever possible, provide an opportunity for both the previously assigned staff and newly assigned staff to meet with you. Our assurance team is comprised of numerous CPAs and licensed municipal auditors with similar qualifications and audit experience, ensuring an easy transition should the need arise.

### Use of Outside Consultants and Associates

SingerLewak does not use outside consultants or nonemployees to perform audit work for our clients.

## **Resumés of Key Personnel**

### ***Bradley G. Bingenheimer, CPA, Licensed Municipal Auditor***

Brad began his career in public accounting in 1986. He has been a CPA since 1989, and a licensed municipal auditor since 1992. He oversees the Oregon assurance practice and as the Government Sector Partner provides his governmental expertise to all offices of SingerLewak.

CPA License: 6134

Municipal Auditors License: 1081

Education: B.S. in Business Administration, Portland State University

### Governmental and Single Audit Experience

Brad serves as the firm's engagement partner for all Oregon audit engagements, including reviewing the Data Collection Forms filed for Single Audits. His governmental audit experience includes counties, cities, fire districts, water districts, school districts, housing authorities, and many other governmental entities. Municipal engagement experience similar to Morrow County in the last year has included the following:

- Tillamook County
- Polk County
- Yamhill County
- Benton County

### Continuing Professional Education

Brad has attended the following pertinent continuing professional education classes during the past three years:

- OSCPA Governmental Accounting and Auditing Conference
- OSCPA Annual Update for Accountants and Auditors
- OSCPA Latest Developments in Governments and Nonprofit Accounting and Auditing
- AICPA Governmental Audit Quality Center Annual Update

### Memberships in Professional Organizations

- American Institute of Certified Public Accountants (AICPA)
- Oregon Society of Certified Public Accountants (OSCPA)
- OSCPA Governmental Accounting & Auditing Strategic Committee (2019-20 Chair)

### Responsibilities for Morrow County

As the engagement partner, Brad is responsible for oversight of the audit from planning to delivery including final review of the audit documentation and report.

## **Resumés of Key Personnel (continued)**

### ***Katherine Wilson, CPA, Licensed Municipal Auditor***

Kathy began her career in public accounting in 2008 and has been licensed since 2010. As a Director, Kathy is responsible for overseeing, performing, and reviewing audits of cities, counties, special districts, and nonprofits. She serves as a special reviewer for the Governmental Finance Officers Association's Excellence in Financial Reporting award program.

CPA License: 12830

Municipal Auditors License: 1518

Education: B.A. in Business Administration - Emphasis on Accounting, Pacific University

### Governmental and Single Audit Experience

Kathy is one of the newest members of our Firm. She has been auditing local municipalities for 16 years, including drafting ACFR's and performing Single Audits. At her prior firm, she was responsible for most GAAP basis cities and special districts, and provided quality control review for 75% of her prior firm's audits. Municipal engagement experience similar to Morrow County in the last year has included the following:

- Tillamook County
- Polk County
- Yamhill County
- Benton County

### Continuing Professional Education

Kathy has attended the following pertinent continuing professional education classes during the past three years:

- OSCPA Governmental Accounting and Auditing Conference
- OSCPA Annual Update for Accountants and Auditors
- OSCPA Nonprofit Accounting and Auditing Annual Update
- AICPA Governmental Audit Quality Center Annual Update

### Memberships in Professional Organizations

- American Institute of Certified Public Accountants (AICPA)
- Oregon Society of Certified Public Accountants (OSCPA)
- Government Finance Officers Association Special Review Committee

### Responsibilities for Morrow County

Kathy would be responsible for overseeing the scheduling of the audit, supervision of the audit team, review of the audit documentation, and be a technical resource for the audit team.

## REFERENCES

### Current Municipal Clients

Our Firm currently perform audits and reviews for 43 municipal clients. Along with financial statement attestation, we have also provided drafting of financial statements, internal control evaluations, agreed-upon procedures for grant compliance, review of budget for compliance with Oregon budget law, reconciliations, and audits of subrecipients.

Following is a list of three municipal audits we currently perform similar in size or reporting to the Morrow County:

#### Tillamook County

Shawn Blanchard, County Treasurer  
503-842-3439  
sblancha@co.tillamook.or.us

Audit performed in accordance with *Government Auditing Standards* and minimum standards for audits of Oregon municipal corporations. The County reports an Annual Comprehensive Financial Report and an audit under Uniform Guidance.

#### Yamhill County

Michael Barnhart, Finance Manager  
503-474-4119  
barnhardm@co.yamhill.or.us

Audit performed in accordance with *Government Auditing Standards* and minimum standards for audits of Oregon municipal corporations. The County reports an Annual Comprehensive Financial Report and an audit under Uniform Guidance.

#### Polk County

Katlyn D'Agostini, Finance Director  
503-623-9264  
Dagostini.katlyn@co.polk.or.us

Audit performed in accordance with *Government Auditing Standards* and minimum standards for audits of Oregon municipal corporations. The County reports an Annual Comprehensive Financial Report and an audit under Uniform Guidance.

### Prior Municipal Clients

Below are three prior municipal clients serviced within the last three years. All were lost through the RFP process, contract expiration, or change in focus of government clients serviced:

#### City of Newport

Steve Baugher, Acting Finance Director  
541-574-0615  
s.baugher@newportoregon.gov

#### City of Forest Grove

Paul Downey, Assistant City Manager/Finance Director  
503-992-3220  
pdowney@forestgrove-or.gov

## APPENDIX A

**FEE PROPOSAL**

In accordance with the Request for Proposals for Professional Auditing, the firm referenced below hereby submits the following hourly fee quotation and hours proposed for all positions to be assigned to the audit:

Fiscal Year Ended June 30, 2023						
Key Personnel	F/S Audit Hours	Single Audit Hours	Financial	Total Hours	Hourly Rate	Total
			Statement Prep Hours			
Engagement Partners	15	5	-	20	\$ 310	\$ 6,200
Engagement Managers	35	10	10	55	195	10,725
Engagement Senior	55	20	10	85	150	12,750
Engagement Staff	120	15	20	155	110	17,050
Clerical/Support Staff	1	5	4	10	55	550
Other (Quality Control)	2	2	2	6	310	1,860
						<u>\$ 49,135</u>

In accordance with the Request for Proposals for Professional Auditing Services issued by Morrow County, Oregon the firm referenced below hereby submits the following cost proposal:

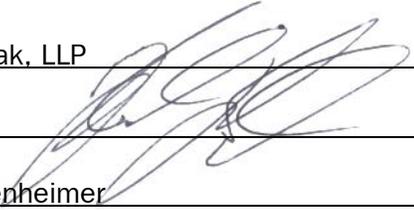
	Fiscal Years Ending June 30th,				
	2023	2024	2025	2026	2027
Financial Statement Audit	\$ 33,600	\$ 35,280	\$ 37,040	\$ 38,890	\$ 40,830
Financial Statement Prep	6,490	6,810	7,150	7,510	7,890
Single Audit	9,045	9,500	9,980	10,480	11,000
Total	<u>\$ 49,135</u>	<u>\$ 51,590</u>	<u>\$ 54,170</u>	<u>\$ 56,880</u>	<u>\$ 59,720</u>

The Single Audit fees anticipate one major program. Should there be additional major programs that are required to be audited the additional fees would be \$4,000 per major program.

The above fees are for the audits of Morrow County and includes up to 5 hours annually of technical assistance throughout the year at no additional charge.

I hereby certify that that undersigned is authorized to represent the firm stated below, and empowered to submit this bid, and if selected, authorized to sign a contract with the Morrow County, for the services identified in the Request for Proposal.

Firm Name: SingerLewak, LLP

Signature: 

Printed Name: Brad Bingenheimer

Title: Partner

Date: March 31, 2023

Email Address: [bbingenheimer@singerlewak.com](mailto:bbingenheimer@singerlewak.com)

## APPENDIX B

## Report on the Firm's System of Quality Control

April 16, 2020

To the Partners of SingerLewak, LLP and the  
National Peer Review Committee

We have reviewed the system of quality control for the accounting and auditing practice of SingerLewak, LLP (the firm) applicable to engagements not subject to PCAOB permanent inspection in effect for the year ended September 30, 2019. Our peer review was conducted in accordance with the Standards for Performing and Reporting on Peer Reviews established by the Peer Review Board of the American Institute of Certified Public Accountants (Standards).

A summary of the nature, objectives, scope, limitations of, and the procedures performed in a System Review as described in the Standards may be found at [www.aicpa.org/prsummary](http://www.aicpa.org/prsummary). The summary also includes an explanation of how engagements identified as not performed or reported in conformity with applicable professional standards, if any, are evaluated by a peer reviewer to determine a peer review rating.

### **Firm's Responsibility**

The firm is responsible for designing a system of quality control and complying with it to provide the firm with reasonable assurance of performing and reporting in conformity with applicable professional standards in all material respects. The firm is also responsible for evaluating actions to promptly remediate engagements deemed as not performed or reported in conformity with professional standards, when appropriate, and for remediating weaknesses in its system of quality control, if any.

### **Peer Reviewer's Responsibility**

Our responsibility is to express an opinion on the design of the system of quality control and the firm's compliance therewith based on our review.

### **Required Selections and Considerations**

Engagements selected for review included an engagement performed under *Government Auditing Standards*, including a compliance audit under the Single Audit Act, audits of employee benefit plans, an audit of a broker-dealer, and an examination of a service organization (SOC 1).

As a part of our peer review, we considered reviews by regulatory entities as communicated by the firm, if applicable, in determining the nature and extent of our procedures.

### **Opinion**

In our opinion, the system of quality control for the accounting and auditing practice of SingerLewak, LLP applicable to engagements not subject to PCAOB permanent inspection in effect for the year ended September 30, 2019, has been suitably designed and complied with to provide the firm with reasonable assurance of performing and reporting in conformity with applicable professional standards in all material respects. Firms can receive a rating of *pass*, *pass with deficiency(ies)* or *fail*. SingerLewak, LLP has received a peer review rating of *pass*.

*RW Group, LLC*

## APPENDIX C



## Responses to Questions/Clarifications on Request for Proposals for Professional Auditing Services

**DATE:** March 30, 2023  
**PROJECT/RFP NAME:** Request for Proposals for Professional Auditing Services  
**RFP NUMBER:** N/A

Morrow County provides the following responses to the questions/clarifications received to the aforementioned Request for Proposals.

- 1) Why is the County soliciting for an auditor at this time?

*Morrow County decided to post an RFP for audit services due to the completion of the engagement term with our current auditor.*

- 2) Were there any audit adjustments in the prior year? If yes, could you provide a copy of the adjustments?

*We did have adjusting entries in the prior year. A copy of the entries is attached.*

- 3) Has there been any significant turnover in the County since June 30, 2022?

*As outlined in the RFP materials, there have been significant changes with our Board of Commissioners which is entirely new as of January 2023. In addition, we have recently hired an Interim County Administrator and are in the process of recruiting a permanent County Administrator. The prior County Administrator was terminated in July, 2022. I began with the County in June, 2022 as the Finance Director/County Accountant. My predecessor, along with the Financial Analyst, left the county in January, 2022.*

- 4) When does the County anticipate being ready for the audit work to begin?

*For the prior fiscal year, we continued to record accruals through the month of September. As of October, we rolled our GL to the next fiscal year. This is also when our audit work began. The County will be ready to begin audit work based on the needs and timeline of completing the audit.*

- 5) How many days were the prior auditors on-site for interim and fieldwork last year?

*For the prior audit, the auditors were onsite for three days in October. They also came onsite to complete some preliminary work for two days in July or August.*

- 6) Is the County open to a partial or fully remote audit?

*We have not really considered doing a fully remote audit. Regarding a partially remote audit, I would need to know more what that would look like. One of the benefits of the recent turnover in key positions is that we are open to new ideas and suggestions. My only concern about a fully remote audit is the staff time required to*



## Responses to Questions/Clarifications on Request for Proposals for Professional Auditing Services

*quickly and accurately respond to all of the information requests (which I assume would be much greater than during an onsite audit). We only have three people in the Finance department.*

7) What can a new auditor do, if anything, to make the audit experience better?

*Rather than answer this question in the context of what could be done 'better' or what could be 'improved upon', I would like to just state some of the things that are important or desirable through the audit process. It is important that our financial audit is rigorous and thorough, specifically with regard to internal controls and compliance with Federal Grant requirements for the Single Audit. Additionally, it is important to have and adhere to the audit timeline and key dates. Lastly, it is very beneficial to have a complete list of information requests and due dates for those requests prepared and submitted to the Finance team as early in the process as possible.*

Sincerely,

A handwritten signature in blue ink, appearing to read "Kevin C. Ince".

**Kevin C. Ince**

**Morrow County Finance Director**

Adjusting Journal Entries  
Morrow County  
June 30, 2022

AJE No.	Account Description	W/P Ref	Account Number	Debits	Credits
1	Bike and Trail	6015	202220-3303541		1,214.00
1	Special county road funds		202220-3303544	121,409.00	
1	Gas/tax		202220-3303542		120,195.00

To adjust September 2021 ODOT apportionment to Bike and Gas tax... See AJE 31450 provided by Kevin.

2	Fees		101109-3404139		150.00
2	Cont. legal education		101109-3404146		117.00
2	Fines		101109-3505012		16,387.00
2	Miscellaneous Revenue		101109-3604187		919.00
2	Fines		101112-3404729		357.00
2	Fines		101113-3404729		178.00
2	Fine Assessments - 40%		322100-3404729		356.00
2	Grant receivable		101100-1707400	18,108.00	
2	Grant receivable		322100-1707400	356.00	

To post 31474 AJE provided by Kevin... to accrue an additional AR

3	Fund balance		101100-3010101	15,462.00	
3	Personal services		101101-5101001		4,696.00
3	Personal services		101102-5101001		1,178.00
3	Personal services		101103-5101001		10,079.00
3	Personal services		101105-5101001		1,574.00
3	Personal services		101106-5101001		1,460.00
3	Personal services		101109-5101001		924.00
3	Personal services		101111-5101001		7,380.00
3	Personal services		101112-5101001		1,356.00
3	Personal services		101113-5101001		8,794.00
3	Personal services		101114-5101001	18,061.00	
3	Personal services		101115-5101001	5,272.00	
3	Personal Services		101116-5101001		1,441.00
3	Personal services		101120-5101001		874.00
3	Personal services		101121-5101001	779.00	
3	Personal services		101128-5101001	182.00	
3	Fund balance		202100-3010101		13,114.00
3	Personal services		202220-5101001	13,114.00	
3	Fund balance		207100-3010101	1,569.00	
3	Personal services		207113-5101001		1,569.00
3	Fund balance		214100-3010101	9,019.00	
3	Personal services		214300-5101001		7,384.00
3	Personal services		214300-5101001		1,635.00
3	Fund balance		216100-3010101		9,014.00
3	Personal services		216320-5101001	9,014.00	
3	Due to Other Funds		220100-2404002		27,425.00
3	Personal services		220111-5101001	4,951.00	
3	Fund balance		220100-3010101	22,474.00	
3	Fund balance		238100-3010101	5,288.00	
3	Personal services		238300-5101001		5,288.00
3	Fund Balance		510100-3010101		1,982.00
3	Personal Services		510113-5101001	1,982.00	

To record prior year fund balance AJE that was not made

4	Fund balance		202100-3010101		120.00
4	Materials and services		202220-5202377	120.00	

To adjust prior year fund balance to prior year

5	Local Govt. Grant		238200-3303451	5,232.00	
5	State RV tax		238200-3303596		5,232.00

To reclass RV tax deposit to correct account. Client amount should be \$5,231.63

6	Accrued vacation		214100-2656502		7,383.00
6	Personal services		214300-5101001	7,383.00	

To post correcting entry to Fair Fund accrued vacation. Provided by client #31536

7	Accrued Payroll and Taxes		101100-2606001		489,101.00
7	Accrued Payroll and Taxes		202100-2606001		126,259.00
7	Accrued Payroll and Taxes		207100-2606001		34,828.00
7	Accrued Payroll and Taxes		214100-2606001		2,750.00
7	Accrued Payroll and Taxes		216100-2606001		15,975.00
7	Accrued Payroll and Taxes		220100-2606001		5,012.00
7	Accrued Payroll and Taxes		238100-2606001		18,021.00
7	Accrued Payroll and Taxes		504100-2606001		4,549.00
7	Accrued Payroll and Taxes		510100-2606001		30,043.00
7	Cash with treasurer		101100-1101500	489,101.00	

Adjusting Journal Entries  
Morrow County  
June 30, 2022

AJE No.	Account Description	W/P Ref	Account Number	Debits	Credits
7	Cash with treasurer		202100-1101500	126,259.00	
7	Cash with treasurer		207100-1101500	34,828.00	
7	Cash with treasurer		214100-1101500	2,750.00	
7	Cash with treasurer		216100-1101500	15,975.00	
7	Cash with treasurer		220100-1101500	5,012.00	
7	Cash with treasurer		238100-1101500	18,021.00	
7	Funds held with Treasurer		504100-1101500	4,549.00	
7	FC W/ Treasurer		510100-1101500	30,043.00	

To post AJE PBC 31884 to adjust Payroll Net Payable to zero

8	Accounts payable		101100-2101500		15,170.00
8	Payroll taxes payable		101100-2610000	15,170.00	
8	Accounts payable		202100-2101500		4,680.00
8	Payroll taxes payable		202100-2610000	4,564.00	
8	Fringe benefits		202220-5101301	116.00	
8	Accounts payable		207100-2101500		338.00
8	Accrued payroll taxes		207100-2614101	338.00	
8	Accounts payable		214100-2101500		76.00
8	Payroll taxes payable		214100-2610000	76.00	
8	Accounts payable		216100-2101500		399.00
8	Payroll taxes payable		216100-2615101	399.00	
8	Accounts payable		220100-2101500		168.00
8	Payroll taxes payable		220100-2614101	168.00	
8	Accounts payable		238100-2101500		651.00
8	Payroll taxes payable		238100-2616301	651.00	
8	Accounts payable		504100-2101500		87.00
8	Payroll Taxes Payable		504100-2616302	87.00	
8	Accounts payable		510100-2101500		841.00
8	Payroll Taxes Payable		510100-2616302	841.00	

To remove SUTA adjustment to AP and Payroll Liabilities.... New payroll system, SUTA/WBF not recorded through AP system

9	Cash with treasurer		101100-1101500	72,210.00	
9	Accrued Payroll and Taxes		101100-2606001		72,210.00
9	Cash with treasurer		202100-1101500	22,063.00	
9	Accrued Payroll and Taxes		202100-2606001		22,063.00
9	Cash with treasurer		207100-1101500	4,246.00	
9	Accrued Payroll and Taxes		207100-2606001		4,246.00
9	Cash with treasurer		214100-1101500	421.00	
9	Accrued Payroll and Taxes		214100-2606001		421.00
9	Cash with treasurer		216100-1101500	2,169.00	
9	Accrued Payroll and Taxes		216100-2606001		2,169.00
9	Cash with treasurer		220100-1101500	767.00	
9	Accrued Payroll and Taxes		220100-2606001		767.00
9	Cash with treasurer		238100-1101500	3,725.00	
9	Accrued Payroll and Taxes		238100-2606001		3,725.00
9	Funds held with Treasurer		504100-1101500	908.00	
9	Accrued Payroll and Taxes		504100-2606001		908.00
9	FC W/ Treasurer		510100-1101500	5,483.00	
9	Accrued Payroll and Taxes		510100-2606001		5,483.00

To adjust 6/30/22 Partial Payroll to Liabilities... client does not post.

10	State P&P Funds	1856	510113-3303599	39,816.00	
10	Justice Reinvestment Grant		510113-3303595		39,816.00

To reclass Jusitice Reinvestment Grant - \$39,815.78

11	Grant/Revenue Receivable	6054	510100-1707400	133,386.00	
11	State P&P Funds		510113-3303599		133,386.00

To record additional receivable to P&P fund - \$133,385.88

Totals				1,293,917.00	1,293,917.00
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**PROPOSAL TO PROVIDE PROFESSIONAL AUDIT SERVICES**  
**MORROW COUNTY, OREGON**  
**MARCH 28, 2023**

Name of Firm:	Barnett and Moro, P.C.
Mailing Address:	975 SE 4 <sup>th</sup> St. Hermiston, OR 97838
Phone Number:	541-567-5215
Fax Number:	541-567-0497
Engagement Shareholder:	Cameron W. Anderson, CPA
E-mail Address:	cameron@barnettandmoro.com

# Barnett & Moro, P.C.

Certified Public Accountants

DENNIS L. BARNETT, C.P.A.  
KRISTIE L. SHASTEEN, C.P.A.  
CAMERON W. ANDERSON, C.P.A.  
RICHARD L. STODDARD, C.P.A.  
PAUL A. BARNETT, C.P.A.

975 S.E. 4th St.  
Hermiston, OR 97838  
(541) 567-5215  
www.barnettandmoro.com

BETSY J. BENNETT, C.P.A.  
REBECCA K. RAMOS BAUTISTA, C.P.A.  
MITCHELL L. BOYLAN, C.P.A.  
DAVID J. BARNETT, C.P.A.

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March 28, 2023

Kevin Ince, Finance Director  
Morrow County, Oregon  
PO Box 867  
Heppner, OR 97836

Mr. Ince:

Thank you for the opportunity to provide our proposal for professional auditing services to Morrow County, Oregon. Our proposal to provide professional audit services is included on the following pages. We are properly licensed to perform the audit as outlined in the RFP dated March 1, 2023 (including any addenda issued prior to the date of this letter). We agree to perform all of the work as outlined in the RFP within the established time periods. We are independent of Morrow County, Oregon and we understand this proposal is a firm and irrevocable offer through the June 30, 2023 audit period.

I certify that I am a shareholder of Barnett & Moro, PC, and am entitled to represent the firm, am empowered to submit this bid, and am authorized to sign a contract on behalf of Barnett & Moro, PC.

Thank you,



Cameron W. Anderson, Shareholder

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## **FIRM QUALIFICATIONS AND EXPERIENCE**

- Scope of Practice: Barnett and Moro, P.C. is a local firm located in Hermiston, Oregon. We perform income tax services, accounting services, and audit and review services for a wide variety of for-profit, not-for-profit and governmental entities in Oregon and Washington. We have substantial experience auditing a variety of entities and programs.
- Licensing: Barnett and Moro, P.C. is a professional corporation licensed to practice public accounting in Oregon and Washington. Our staff includes Certified Public Accountants and Municipal Auditors licensed to practice in the States of Oregon and Washington.
- Peer Review: Barnett and Moro, P.C. is subject to peer review every third year. A copy of our most recent peer review report is attached.
- Disciplinary Investigations: No shareholders or staff are the subject of disciplinary investigations. Additionally, we are aware of no allegations of substandard work.
- Litigation and Judgements: Barnett and Moro, P.C. is not currently involved in litigation and none is expected. Barnett and Moro, P.C. is not subject to a judgement.

## **EXPERIENCE AND QUALIFICATIONS OF KEY PERSONNEL**

- Staffing: Barnett and Moro, P.C. has five shareholders and nine staff accountants. Shareholders include: Dennis Barnett, Kristie Shasteen, Cameron Anderson, Richard Stoddard, and Paul Barnett. Nine of our professionals are Certified Public Accountants and seven are on the municipal roster.
- Personnel Assignments: Cameron W. Anderson, CPA (OR 10,106, Muni 1330) will be the primary engagement shareholder. He has twenty-two years of governmental and not-for-profit auditing experience. He has experience planning and performing governmental audits. He has been the engagement shareholder on the Morrow County, Oregon audit for over 10 years and has been on the audit team for over 20 years. Additional staff deemed best suited to the County's circumstances will be selected after an initial risk assessment and walkthrough of the County's internal control.
- Personnel Qualifications: All Certified Public Accountants at Barnett and Moro, P.C. are members of the American Institute of Certified Public Accountants and the Oregon Society of Certified Public Accountants. All our accountants involved in governmental auditing receive 40 hours of continuing education related to auditing and accounting within the governmental environment.
- Subcontractors: Barnett and Moro, P.C. does not use subcontractors to perform any part of its audit engagements.

## **AUDIT APPROACH AND SCHEDULE**

### Our Audit Approach:

Our objective is to provide Morrow County, Oregon with a high-quality audit at a reasonable cost. The audit will consist of three phases:

1. Audit planning
2. Year-end tests
3. Review and finalization

Audit planning will consist of the following:

- A. Review prior-year working papers
- B. Review and document the County's accounting system and internal controls
- C. Preparation of audit programs

Our tests of year-end balances will center on the substantiation of selected account balances. These tests will include:

- A. Review of account reconciliations, working trial balances, and other work papers
- B. Confirmation or other substantiation of:
  - Cash
  - Receivables
  - Debt payable
  - State and federal revenues and grants
- C. Examination of supporting evidence for:
  - Accounts payable
  - Accrued liabilities
  - Current year additions to property, plant, and equipment
- D. Analytical review and other appropriate substantive tests of revenues and expenditures

Upon completion of our year-end tests, we will finalize and review audit adjustments, if any, with the appropriate County personnel and draft the auditor's reports. Cameron W. Anderson will be the engagement shareholder for the duration of the engagement. Our policy is to keep continuity on the engagement team as strong as possible, but circumstances sometimes arise where engagement team members will turnover. We will communicate any changes in audit teams as they occur.

## **AUDIT APPROACH (continued)**

Technical Review:	After the accountant in-charge completes the review and finalization, a shareholder level technical reviewer reviews the work papers and the deliverable report. The technical reviewer scans each work paper to determine that sufficient meaningful testing has been done to support our opinion on the financial statements and to determine that the results of the work papers agree to the financial statements. As part of the quality control process, we also determine that references within the report agree to each other and that mathematical computations are accurate.
Constructive Suggestions:	Barnett and Moro, P.C. personnel discuss a variety of issues and provide suggestions to improve performance during audit engagements. We accept phone calls to discuss management's concerns about accounting and operating matters throughout the year. For brief discussions, there is no additional charge.
County Personnel:	Barnett and Moro, P.C. would expect management to provide client prepared work papers as appropriate. Management would also be expected to answer questions and to provide additional details, explanations, and supporting documents for accounts and transactions selected for testing.
Schedule	We would expect to complete audit planning in July of each year, and complete year-end testing by October 31, with a preliminary draft of the financial statements provided by November 30.

## **REFERENCES**

The following is a list of municipal audit clients that we have contracted with.

City of Hermiston (10+)	Mark Krawczyk, <a href="https://www.hermiston.or.us/finance/">https://www.hermiston.or.us/finance/</a>
City of Umatilla (10+)	Melissa Ince, <a href="https://www.umatilla-city.org/finance">https://www.umatilla-city.org/finance</a>
City of Milton-Freewater (1)	Dustin Dougherty, <a href="https://www.mfcity.com/finance">https://www.mfcity.com/finance</a>
Gilliam County (4)	Nathan Hammer, <a href="https://www.co.gilliam.or.us/">https://www.co.gilliam.or.us/</a>
Hermiston School District 8R (5+)	Katie Saul, <a href="http://hermiston.k12.or.us/apps/pages/business_office/">http://hermiston.k12.or.us/apps/pages/business_office/</a>
Umatilla County (7)	Robert Pahl, <a href="http://www.co.umatilla.or.us/departments/finance">http://www.co.umatilla.or.us/departments/finance</a>

We do not have any non-clients that we have provided audit services to in the last three years.

**PROPOSED FEES FOR SERVICES (SEE ATTACHMENT A)**

Proposed Fee Schedule: June 30, 2023 \$50,920

Included Services: The fees listed above include financial statement preparation (up to 10 copies plus a PDF). Technical assistance, including inquiries regarding accounting, reporting and internal control issues, is included in the proposed fee for the professional audit services.

Changes in Scope of Work: Additional services may be requested by the County and will be subject to additional fees at our standard hourly rates. Fees will be mutually agreed to before services are performed.



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Cameron W. Anderson  
Barnett & Moro, PC



## **Report on the Firm's System of Quality Control**

To the Shareholders of Barnett & Moro, P.C. and the  
Peer Review Committee of the Oregon Society of Certified Public Accountants

We have reviewed the system of quality control for the accounting and auditing practice of Barnett & Moro, P.C. (the firm) in effect for the year ended February 29, 2020. Our peer review was conducted in accordance with the Standards for Performing and Reporting on Peer Reviews established by the Peer Review Board of the American Institute of Certified Public Accountants (Standards).

A summary of the nature, objectives, scope, limitations of, and the procedures performed in a System Review as described in the Standards may be found at [www.aicpa.org/prsummary](http://www.aicpa.org/prsummary). The summary also includes an explanation of how engagements identified as not performed or reported in conformity with applicable professional standards, if any, are evaluated by a peer reviewer to determine a peer review rating.

### **Firm's Responsibility**

The firm is responsible for designing a system of quality control and complying with it to provide the firm with reasonable assurance of performing and reporting in conformity with applicable professional standards in all material respects. The firm is also responsible for evaluating actions to promptly remediate engagements deemed as not performed or reported in conformity with professional standards, when appropriate, and for remediating weaknesses in its system of quality control, if any.

### **Peer Reviewer's Responsibility**

Our responsibility is to express an opinion on the design of the system of quality control and the firm's compliance therewith based on our review.

### **Required Selections and Considerations**

Engagements selected for review included engagements performed under *Government Auditing Standards*, including a compliance audit under the Single Audit Act.

As a part of our peer review, we considered reviews by regulatory entities as communicated by the firm, if applicable, in determining the nature and extent of our procedures.

### **Opinion**

In our opinion, the system of quality control for the accounting and auditing practice of Barnett & Moro, P.C. in effect for the year ended February 29, 2020, has been suitably designed and complied with to provide the firm with reasonable assurance of performing and reporting in conformity with applicable professional standards in all material respects. Firms can receive a rating of *pass*, *pass with deficiency(ies)* or *fail*. Barnett & Moro, P.C. has received a peer review rating of *pass*.

*Petersen CPAs & Advisors, PLLC*

Petersen CPAs and Advisors, PLLC  
September 17, 2020



**OSCPA Peer Review Program**  
Administered in Oregon by  
**Oregon Society of CPAs**



**AICPA Peer Review Program**  
Administered in Oregon, Hawaii, Guam,  
and Northern Mariana Islands by  
**Oregon Society of CPAs**

October 27, 2020

Dennis Barnett  
Barnett & Moro, P. C.  
495 E Main ST  
Hermiston, OR 97838-1926

Dear Dennis Barnett:

It is my pleasure to notify you that on October 23, 2020, the Oregon Peer Review Committee accepted the report on the most recent System Review of your firm. The due date for your next review is August 31, 2023. This is the date by which all review documents should be completed and submitted to the administering entity.

As you know, the report had a peer review rating of pass. The Committee asked me to convey its congratulations to the firm.

Thank you for your cooperation.

Sincerely,

*OSCPA Peer Review Committee*

Peer Review Committee  
Oregon Society of CPAs  
peerreview@orcpa.org  
503-641-7200 / 800-255-1470

cc: Angela Pratt, Cameron Anderson

Firm Number: 900010082753

Review Number: 575718

Attachment A: Fee Proposal

In accordance with the Request for Proposals for Professional Auditing Services, the firm referenced below submits the following hourly fee quotation and hours proposed for all positions to be assigned to the audit:

Fee for Fiscal Year End June 30, 2023

Key Personnel	F/S Audit Hours	Single Audit Hours	F/S Prep Hours	Total Hours	Hourly Rate	Total
Engagement shareholder	90	10	15	115	\$ 300	\$ 34,500
Engagement manager	110	-	35	145	150	21,750
Engagement staff	60	-	-	60	120	7,200
Support staff	-	-	2	2	100	200
<b>Totals</b>	<b>260</b>	<b>10</b>	<b>52</b>	<b>322</b>		<b>\$ 63,650</b>

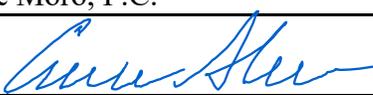
In accordance with the Request for Proposals for Professional Auditing Services the firm referenced below submits the following cost proposal for the term of the contract:

Fee proposed for Fiscal Years Ending June 30th. (3% increase each year)

	2023	2024	2025	2026	2027
Financial Statement Audit	\$ 50,700	\$ 52,221	\$ 53,788	\$ 55,401	\$ 57,063
Single Audit	3,000	3,090	3,183	3,278	3,377
Financial Statement Prep	9,950	10,249	10,556	10,873	11,199
Not to exceed adjustment (20%)	(12,730)	(13,112)	(13,505)	(13,910)	(14,328)
<b>Totals</b>	<b>\$ 50,920</b>	<b>\$ 52,448</b>	<b>\$ 54,021</b>	<b>\$ 55,642</b>	<b>\$ 57,311</b>

I hereby certify that the undersigned is authorized to represent the firm stated below, and empowered to submit this bid, and if selected, authorized to sign a contract for the services identified in the RFP.

Firm Name: Barnett & Moro, P.C.

Signature: 

Printed Name: Cameron W. Anderson

Title: Shareholder

Date: March 28, 2023

Email Address: cameron@barnettandmoro.com

# UMPQUA VALLEY FINANCIAL

## MUNICIPAL AUDITING SERVICES PROPOSAL

For



**Morrow County, Oregon**



**Proposal date: March 31, 2023**

**For the Fiscal Years Ending  
June 30, 2023 through June 30, 2027**

**Contact Person:**

Savannah Halter – Communications Manager

171 NE Exchange Avenue

Roseburg, OR 97470

(541) 677-8100

FAX (541) 464-8560

E-mail: [savannah@oregoncpas.com](mailto:savannah@oregoncpas.com)

# AUDIT PROPOSAL

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### Attachments

- A: Fee Proposal
- B: Peer Review Report
- C: Letters of Recommendation



March 24, 2023

Morrow County  
110 N. Court St  
Heppner, OR 97838

Dear County Staff,

Thank you for the opportunity to present this proposal for providing audit services to Morrow County beginning with the fiscal year ending June 30, 2023.

We are excited about the potential opportunity to engage with the County. With over 50 years of combined Municipal Auditing experience, we currently serve numerous cities, school districts and special districts across Oregon, who have also engaged us to perform their annual audit with an average engagement of nearly ten years. This list includes Lake County, whom we have proudly served since 2018.

We are proud of having such long standing relationships built on strong customer service and professional interaction. We believe this aspect sets us apart. While we must maintain independence and impartially while performing this important work, we believe it is important for us to create relationships based on mutual respect and appreciation for each other's roles in the process. We are committed to performing the required work in a professional manner, with compassion and understanding. With our long track record of providing governmental auditing and consulting experience, we are very aware of what helps local governments function best, and what challenges them most. Our audit team members are a solid, well-trained group with the skills, knowledge, and experience to work for the benefit of the County.

We also now serve as the financial services provider to a local school district, which we believe adds substantial value as an outside partner and advisor to other local governments that seek our advice, and adds value to the quality and effectiveness of the audit services we provide.

As in the past, there have been numerous changes to auditing requirements and governmental financial reporting standards. To keep up with all those changes, we dedicate more than 40 hours per person per year in training programs and in the development of new and refined audit processes. You can expect to work with a quality audit team who will provide you with current, accurate guidance any time you need, and whenever we find it useful or necessary to keep you up-to-date on matters relevant to the County.

As part of our audit approach, we will provide for County management and staff who are responsible for providing audit documents an online portal to securely send us audit-related files and documents throughout the year, at your convenience.

In addition to scheduled time on-site, we will in addition, dedicate the necessary amounts of time during the audit and throughout the year:

- Discussing with management improvements to policies and procedures for all activities of the County
- Developing suggestions to improve the efficiency and effectiveness of the accounting systems.

- Promoting internal controls to minimize the risk of material misstatements due to errors, omissions or fraud, and
- Encouraging effective controls for compliance with rules and regulations related to accounting, budgeting, grant administration, and contracting.

Our firm is committed to providing governmental entities such as Morrow County with auditing and other professional services that meet and exceed stated requirements and expectations of professionalism. Our staff's dedication to that work, elevates our qualifications to an extremely high level of professional expertise.

Please contact us if you have any questions or concerns about our audit capabilities, our audit approach, or any other details of this proposal.

Very truly yours,



Steve Tuchscherer, CPA

Umpqua Valley Financial, LLC  
171 NE Exchange Ave  
Roseburg, OR 97470

Phone (541) 677-8100  
Fax (541) 464-8560  
[www.uvfinancial.com](http://www.uvfinancial.com)  
steve@oregoncpas.com

**FIRM & STAFF PROFILE**

Contact Information:

**Umpqua Valley Financial, LLC**  
171 NE Exchange Avenue  
Roseburg, OR 97470  
Phone 541.677.8100  
Fax 541.464.8560  
www.oregoncpas.com  
E-mail savannah@oregoncpas.com  
Federal EIN: 82-5425527

The firm is an equal opportunity Oregon professional corporation registered with the Oregon Secretary of State Corporation Division.

**HISTORY AND AUTHORITY OF THE FIRM**

Umpqua Valley Financial (formerly Steve Tuchscherer, CPA, PC) is a local CPA firm founded in 1993 by Steve Tuchscherer, CPA.

The firm employs eleven professional and managerial staff, and three administrative staff.

The firm is currently licensed by the Oregon State Board of Accountancy to practice in the State of Oregon. The Firm license number is 2777.

Steve Tuchscherer, CPA holds Oregon CPA license #7097 and Oregon Municipal Auditor license #1114. Both licenses are current and valid.

Ashraf Lakhani Farishta, CPA holds Oregon CPA license #16506, which is currently active and valid.

Steve Tuchscherer, CPA is a member of the Governmental Audit Quality Center.

**INDEPENDENCE**

All members of the firm are independent of the County as defined by generally accepted auditing standards and US General Accounting Office's *Government Auditing Standards*, as required by the AICPA Code of Professional Conduct. All staff members are required to make annual independence representations, which are kept on file in our office.

**PERSONNEL**

Positions	Number of Staff
<b>Owner/President</b>	1
<b>Managers &amp; Senior Staff</b>	4
<b>Professional Staff</b>	6
<b>Support Staff</b>	3
<b>Total</b>	<b>14</b>

**RANGE OF SERVICES**

We specialize in providing auditing, accounting, and ACFR services to municipalities, special districts and not-for-profit entities. We also provide a full range of tax planning and preparation services for individuals and businesses, payroll services, as well as management advisory and consulting services, budgeting and financial projections, and investment, financial and retirement planning, and consulting. In January 2021, we began providing full Business Services for a local School District.

***SAMPLE OF CURRENT AUDIT CLIENTS***

Governmental Entity	Contact Person	Phone	Served since
Adel School District	Sara Sarensen	541-835-2171	2018
Amity School District	Ann Adams	503-835-2171	2002
Baker School District	Regina Sampson	541-524-2260	2022
Burns, City of	Mindy Clemens	541-573-5255	2022
Chiloquin, City of	Teresa Foreman	541-783-2717	2015
Clatskanie School District	Maeve Mitchell	503-728-0587	2022
Coburg, City of	Anne Heath	541-682-7871	2015
Curry Soil & Water Conservation District	Liesl Coleman	541-247-2755	2013
Columbia Soil and Water Conservation District	Malysa Legg	503-433-3205	2020
Elkton, City of	Laci Smith	541-584-2547	1996
Days Creek School District	Claire Cotton	503-835-2171	2013
Gates, City of	Traci Archer	503-897-2669	2022
Gervais School District	Caryn Davis	503-792-3803	2020
Gold Hill, City of	Adam Hanks	541-855-1525	2005
Gold Beach, City of	Anthony Pagano	541-247-7029	2022
Harrisburg, City of	Cathy Nelson	541-995-2211	2009
La Pine, City of	Ashley Ivans	541-388-7888	2014
Lake County	Ann Crumrine	541-947-6030	2018
Lake County Education Service District	Sara Sarensen	541-947-3371	2018
Lakeview, Town of	Michele Parry	541-947-2029	2018
Malin, City of	Isaac Nunn	541-723-2021	2022
Myrtle Creek, City of	Leslie Hiscocks	541-863-3171	2017
Myrtle Point, City of	Darin Nicholson	541-572-2626	2020
North Lake School District	Sara Sarensen	541-576-2121	2018
Paisley School District #11	Mollie O'Leary	541-943-3111	2018
Paisley, City of	Melissa Walton	541-943-3173	2019
Plush School District	Chandra Cahill	541-947-2259	2018
Port Orford-Langlois School District 2CJ	Amanda Steimonts	541-348-2455	2018
Powers, City of	Stephanie Patterson	541-439-3331	2008
Scappoose, City of	Carol Almer	503-543-7146	2015
Sutherlin School District	Della Mock	541-459-2228	2002
Tangent, City of	Elijah Joyner	541-928-1020	2008
Turner, City of	Pamela Ray	503-743-2155	2010
Willamina School District	Lisa Anderson	503-876-4525	2003
Winston, City of	Ann Munson	541-679-6739	2014

A copy of any of the audit reports prepared by our firm for the above entities are available for review upon request, or you may view them at the Oregon Secretary of States website at <https://secure.sos.state.or.us/muni/public.do>.

***PEER REVIEW***

Steve Tuchscherer is a member of the American Institute of Certified Public Accountants (AICPA), which manages a Peer Review Program that is designed to assure the public that CPA firms provide services of the highest quality. The firm had its most recent peer review in August of 2021. The firm received a peer review rating of pass with deficiencies. A copy of the report is included at the end of this proposal.

In early 2023, the Firm also had additional inspection of Single Audit related workpapers completed by an external peer review program auditor and no deficiencies were noted.

***JUDGEMENTS & DISCIPLINARY ACTION***

In 2020, the Oregon Board of Accountancy found two firm issued reports had documentation deficiencies related to procedures regarding risk assessment of auditee's internal controls - both non-financial statement matters. The firm was required to take additional Continuing Professional Education on the subject matter and pay a minor civil fee. The firm has since met all of the stipulated requirements and addressed the original deficiency issue. No other disciplinary action has occurred.

Umpqua Valley Financial has no pending or expected litigation or Judgements. Nor does Umpqua Valley Financial or its owner, Steve Tuchscherer have any financial reversals or other matters that would or will affect their viability and/or stability in any way.

### PROFESSIONAL DEVELOPMENT

The firm is committed to professional development. Each staff member in our firm participates in a minimum of 40 hours of continuing education per year. We employ a wide range of continuing professional education resources and methods to ensure that every staff member has the required knowledge to fulfill their assignments optimally, and meet professional standards established by AICPA and GOA. Educational activities include GASB updates, ethical considerations, and other audit related topics.

In order to provide professional services at the highest level, the firm maintains quality control (QC) policies and procedures. The ones that will most directly impact the County audit include the following:

- Leadership that emphasizes ethics and integrity
- Engagement performance and documentation inspection and review by monitoring team
- Peer review of QC system and its results by external, licensed peer reviewer
- Communication and remediation of any noted deficiencies

### INSURANCE

Umpqua Valley Financial, LLC carries professional liability insurance through the AICPA Professional Liability Insurance Program, with coverage provided by Continental Casualty Company.

### APPROACH - OVERVIEW

Steve Tuchscherer will act as the Engagement Manager and be directly involved in managing and performing critical aspects of the audit, including:

- Communications with the County's management and representatives of the County Board.
- Supervising the audit team
- Overseeing and reviewing the work throughout the engagement

Our commitment to the County is to develop and maintain a healthy working relationship with the County's management team, as well as to establish a solid line of communication with County Board members.

Our overall goal, as indicated earlier is to:

- Discuss with management improvements to policies and procedures for all activities of the County.
- Develop suggestions to improve the efficiency and effectiveness of the accounting systems.
- Promote internal controls to minimize the risk of material misstatements due to errors, omissions, or fraud, and
- Encourage effective controls for compliance with rules and regulations related to accounting, budgeting, grant administration, and contracting.

### AUDIT APPROACH – WORK PLAN SUMMARY

The basic elements of our audit procedures are **non-sequential** since many of the audit steps within them will be performed and re-performed as information and circumstances change. Risk-based auditing, as currently mandated, is a continuum of risk assessments developed to determine where material misstatement in the financial statements may lie. As an example of our assessment, we ask ourselves, "Have internal controls been effective in preventing, or detecting and correcting significant errors or irregularities in the payroll process?" Documenting this and many similar subjective

assessments, and the information on which they are based, generates a considerable amount of our audit workload. The basic elements of risk-based auditing are to:

- Gain an Understanding of the Entity to be Audited
- Communicate with Audit Client Management and Governing Body
- Assess the Risks Related to the Audit
- Analyze Financial Information
- Perform Substantive Procedures
- Perform Test of Controls
- Review Audit Documentation
- Make Conclusory Judgements
- Issue Reports

### ***AUDIT APPROACH – WORK PLAN DETAILS***

The remainder of this Audit Approach section of our proposal describes in greater detail what we do as we work through each of these basic elements.

#### **UNDERSTANDING THE ENTITY**

During our preliminary work, we will visit the County’s website and gather as much information relevant to the audit as possible. Including:

- The structure and members of the County Board and administrative staff
- Board meeting minutes
- Current and prior year budgets
- Resolutions
- Adopted budget

#### **COMMUNICATING WITH THE AUDIT CLIENT**

Having learned as much as possible before hand, we will meet with management, staff and Board representatives in order to:

- Give you a chance to get familiar with who we are and how we work.
- Discuss how we can best serve the County.
- Solidify our understanding of the County and its internal controls.
- Allow each of you to express concerns about the County’s control policies and procedures.

Our meetings may be in person, over the phone, or via the internet. During our field work, we will walk through many of the financial processes at the County with the staff members who normally perform those tasks to gain a thorough understanding of the internal controls. Any deficiencies encountered, along with our recommendations, will be discussed with the appropriate management so that corrective action can be taken, documented, and, when necessary, reported. During the current pandemic, the fashion of our meeting will be guided by State and Federal mandates.

Some of our communications are required to be in writing, and some require a written response from staff, management, and County Board representatives. Whenever possible, we use email to ask additional questions or request additional information. When the information is requested, we encourage the use of our electronic portal.

#### **ASSESSING RISK**

Throughout our audit work, we assess and document risk. As our understanding of the County’s people, policies and procedures expand and evolve, our risk assessments change, and we modify our audit plans and procedures accordingly. This is a subjective, qualitative process, which we must then use to make objective, quantitative decisions. For each account balance in the financial statements, for each group of transactions (like revenues or expenditures),

and for each disclosure in the notes to the financial statement, we will consider whether the risk of material misstatement is high enough to warrant further inquiries, testing, or verification.

**ANALYTICAL PROCEDURES**

One of the most efficient ways to find errors or irregularities is by analyzing relevant information. We compare account balances with the current budget and prior year financial information. When applicable, we also evaluate a variety of ratios. We perform specific analytical procedures and document those results at both the preliminary and final review stages of the audit. Any time we discover unexpected results, we adjust our risk assessment(s) and pursue other audit procedures to validate the accuracy of an amount.

A great auditor, never stops asking the question, “Does that ‘look’ right?” We train our staff to think that way. We want each member of our team to constantly be looking at information with an eye for unusual amounts and circumstances, not just at specified points along the way, but at every step of the audit. We also encourage managers of our audit clients to develop and use the same skills as an important part of the internal controls.

**SUBSTANTIVE PROCEDURES – THE FIELD WORK**

A wide range of steps that we perform are considered substantive. They all equate to gathering information to provide us with assurances that amounts on the financial statements are not materially misstated.

These steps include sampling of accounting details, for example: verifying that a random selection of the utility billing accounts receivable are accurate, to demonstrate the likelihood that the total of utility billing receivables is accurate. Examining accounting records and source documents to support transactions recorded in the general ledger is also a common substantive procedure, as is examining reconciliations of various account balances with supporting documentation.

In the last 20 years, audit requirements have continued to compel auditors to perform risk-based auditing, which should have changed the number of substantive procedures substantially. Still, this is an audit area where we spend a significant portion of our field work time. As indicated before, however, we have trimmed the typical number days we spend at clients’ offices to just one, if any, by focusing our efforts on areas we identify as higher risk, and by encouraging the use technology whenever it is more efficient for all.

Many auditors continue to consume large amounts of their clients’ time retrieving, copying, generating, or printing documents and reports that have little or no audit value because they are still using older methods of auditing. This should be unacceptable and is something we work very hard to avoid. The multitude of seemingly insignificant boxes full of information that you may have been asked to assemble for audits in the past may not be so seemingly insignificant. In fact, it can be an enormous effort. If we determine during our planning and subsequent adjustments to our audit procedures that a box full of information does not provide us with substantial, relevant information, we do not ask for it, and we will be clear about what it is that we do need.

**TESTS OF CONTROLS**

The reasons for testing controls are twofold. One is specific to Single Audits, in which significantly weak controls must be reported. The other more common reason for testing controls is to be able to reduce the amount of substantive testing necessary to complete the audit.

If we will be performing a Single Audit, we will do tests of controls, and will perform those types of tests for the County audit.

**REVIEW, CONCLUDE, REPORT**

As audit procedures are completed, we will technically review them for completeness, accuracy, and compliance with generally accepted auditing standards and with GAO’s *Governmental Auditing Standards*, if a Single Audit is required. We will compare final trial balance amounts with the financial statements and evaluate the format and presentation of financial statements to ensure that they conform with generally accepted accounting principles.

We will meet with the County Administrator and Finance Director to discuss any matters we have determined to be significant. We will present a draft management letter at that time to guide our discussion. We will seek feedback about our comments and recommendations from the County Board. We are always open to revising our comments to make them more useful.

Finally, we will issue an Independent Auditors Report as required by generally accepted auditing standards, an Auditors Comments Report as required by Oregon Minimum Standards, and any other applicable or required reports.

**AUDIT APPROACH – COMPUTERS AND TECHNOLOGY**

We use computers to assist us in auditing at nearly every level. Getting electronic data from accounting systems like Caselle not only saves the client time by limiting the number of reports that need to be generated to just a few, but also saves resources, and provides us with a far superior examination.

**AUDIT APPROACH – USE OF COUNTY STAFF**

We will ask for County assistance in gathering only documents necessary to complete the audit. Estimated time for such assistance is ten to thirty hours for the entire year. As noted, we will work closely with management to provide effective and efficient means for the County’s staff to perform those procedures. We encourage the use of our portal throughout the year to save management time by not having to retrieve and handle documents a second time for the audit.

**AUDIT APPROACH – PRESENTATION**

If requested, we will make a presentation of the audited financial statements to the County Board no later than the January or December meeting.

**PROPOSED AUDIT TEAM MEMBERS AND RESUMES**

The following individuals will be assigned to the audit of the County:

**STEVE TUCHSCHERER**

**Engagement Manager**

Steve graduated in 1990 from the University of Oregon, College of Business Administration with a Bachelor of Science degree. In 1993, shortly after earning his CPA and Oregon Municipal Auditors license, he founded the accounting firm in hopes of fulfilling his strong desire to provide quality, affordable accounting services to the local community. He has managed the practice since then, now employing a full, and growing team of accounting and financial professional serving more than 1000 clients each year. Among his clients served are numerous cities, school Districts, and other special Districts in Oregon for whom the firm provides audit and advisory services.

Steve delivers significant governmental expertise. He has dedicated the last 28 years planning and performing audits for small and mid-sized governments, accumulating more than 20,000 hours of dedicated audit and advisory services during his career. His understanding and appreciation of governmental functions have been further enhanced through serving as a Roseburg City Councilor for five years and through participating on numerous government and non-profit Boards and Committees.

In addition to spending more than 80 hours each year in continuing education classes dedicated to honing his municipal audit skills, knowledge and experience, Steve also spends hundreds of hours each year with his staff in professional development training sessions. Furthermore, a significant amount of time throughout each year is spent with staff and clients researching and discussing GASB standards, analyzing complex reporting matters, and developing tools for government management and audit. Steve takes great pride in translating and summarizing complex information for clients, helping others appreciate and understand what is most often confusing and overwhelming.

Steve is a member of the following professional organizations:

- American Institute of Certified Public Accountants
- Government Audit Quality Center
- Oregon Society of Certified Public Accountants
- Government Finance Officers Association

### **JEAN LARSON**

**Senior Manager**

Jean came to Umpqua Valley Financial with over 30 years in Healthcare Financial Management. Here in Oregon, she served at Mercy Medical Center, as Controller for 17 years, and for their Physician Clinics for another 5 years. Before moving to Oregon, she worked in high level Financial Management for Hospitals in Massachusetts, Maryland, Ohio and as an Auditor in Kansas, where she completed the CPA exam. While at UVF, Jean has assisted organizations with financial transition coverage, prepared Ground Emergency Medical Transportation (GEMT) cost reports, and with her experience in not-for-profit organizations, is providing financial and accounting guidance and assistance to Governmental entities including consulting for school districts engagements. Jean also acts as lead manager on Single Audit activity.

### **Jenilee Easter**

**Senior Associate**

Jenilee joined Umpqua Valley Financial as an Accountant in 2022. Prior to starting at the firm, Jenilee had over fifteen years of experience in accounting and administration. She had been the point person for audits (financial and compliance) completed by public accounting firms, state EPA officials, municipal internal auditors, among others; She is excited to bring that experience and perspective to the audit experience. She graduated summa cum laude from Texas A&M University in Corpus Christi with a bachelor's in finance in 2017 and has since almost completed a second bachelor's in accounting. She also holds a master's in business administration with a concentration in accounting. She is looking forward to earning her CPA license.

### **JOSH HUFFMAN**

**Senior Associate**

Josh joined Umpqua Valley Financial, coming from a 20-year career in high level management, global business development and strategic growth in private industry. Josh has a Bachelor of Arts in Political Science from Oregon State University and Master's degree in Business Administration which he earned from Portland State University. Throughout his career he has worked with a wide array of managers in developing successful business enterprises. His knowledge and understanding of financial reporting and the value of internal controls, in addition to his commitment to effective communication are sure to be valuable as both an auditor and advisor to each of our audit clients.

### **ELY GARCIA**

**Junior Associate**

Ely is a first-generation graduate from St. Edward's University specializing in Finance and minoring in Economics. He is skilled in various accounting, financial, and administrative needs. Prior to joining the team at Umpqua Valley Financial; Ely gained experience in the following core areas: bookkeeping, accounting, financial reporting, financial forecasting, budgeting, and project management. He is a decisive planner and problem-solver with an 8-year track record working with financial and accounting programs, and ERP systems. A dedicated system-focused professional, he is constantly driving for improvement in efficiency and productivity.

### **MELISSA JONES**

**Junior Associate**

Melissa joins us with a data science and bioinformatics background, with over six years of experience using unix operating systems, ssh, bash, and R. She has a BS in Environmental Science from the Evergreen State College, a Masters in Avian Science from University of California Davis, and is working on finishing her PhD in Animal Biology at University of California Davis. Her research has focused on avian conservation genetics using RADseq (Restrict Site Associated DNA sequencing) and SNPs (Single Nucleotide Polymorphisms). Applying this heavy data and analysis experience to the audit process provides significant opportunities for efficiency in analytical procedures. In her free time Melissa paints with acrylics, goes for long hikes, and runs a motel with her husband.

### **SAVANNAH HALTER**

**Communications Manager**

With a background in service from multiple customer facing roles, Savannah brings strong communication skills to the audit process. She is responsible for ensuring the Audit team and Client team are aware of key milestones, data gathering, and other audit requirements. Communication is a top priority in the audit process and Savannah ensures the flow of information is timely, accurate and responsibilities are all fully understood.

### **TEAGAN PATTERSON**

**Support Staff**

Teagan brings a background of customer service, attention to detail, and dedication to getting the job done right. She enjoys engaging with our clients and wants to make sure everyone feels welcome and appreciated. Her ability to always maintain a positive attitude, even in stressful moments, is much appreciated and highly noticed. Having spent many years as a Customer Service Rep and Dispatcher in the Medical Supply Industry, Teagan understand how important even the smallest detail can be.

**PROPOSED FEES**

Morrow County (Annual Financial Report + Single Audit)						
Name	Position	Hourly Rate	Estimated Hours			Estimated Fees
			On-site	Off-site	Total	
Steve Tuchscherer	Engagement Partner	\$ 200	16	18	34	\$ 6,800
Jean Larson	Senior Manager	170	16	32	48	8,160
Jenilee Easter	Senior Associate	140	24	28	52	7,280
Josh Huffman	Senior Associate	140	24	28	52	7,280
Ely Garcia	Junior Associate	90	24	32	56	5,040
Melissa Jones	Junior Associate	90	24	32	56	5,040
Savannah Halter	Communications Manager	90	0	32	32	2,880
Teagan Patterson	Support Staff	\$ 75	0	24	24	\$ 1,800
Total Estimated Audit Fee			128	226	354	\$ 44,280

**The fees listed above include preparation of the annual financial statements.** To maintain independence, we are technically limited to assisting in the preparation of the financial statements, however we will create and provide a draft of the completed statements for your review prior to issuance, as Management is ultimately responsible for their preparation.

**The fees listed above are inclusive of standard field work related travel. The fee also includes all typical printing and office supplies.** In the event of circumstances requiring additional travel or other nontypical costs, we will communicate with County staff prior to incurring those costs.

ACFR: If the County determines the need for a ACFR (Annual *Comprehensive* Financial Report), additional fees will need to be discussed. Issuing an ACFR is above and beyond the requirements of the State of Oregon General Purpose Financial Statement report and audit. Based on our review of available, previous County Annual Financial Reports, an ACRF has not been issued and we do not believe it is a requirement. We are fully capable of supporting an ACFR if desired.

If other unanticipated complications or changes to auditing standards and GASB requirements occur during any audit period, we will inform County staff of the estimated additional fees and the reason for the changes prior to beginning such additional work.

As part of the audit process, we look forward to providing a variety of assistance by phone and emails throughout the year. We do not charge additional fees for those conversations and communications as they are most often mutually beneficial.

Future fees will be discussed and mutually agreed upon. As a guidance reference, future year audits are expected to be very similar to the quoted year, with an estimated annual 5% inflationary adjustment.

Fiscal Year	Morrow County	Estimated Fee
2022-23		\$ 44,280
2023-24		\$ 46,500
2024-25		\$ 48,800
2025-26		\$ 51,200
2026-27		\$ 53,800

**ADDITION SERVICES RATE SCHEDULE**

Any unusual conditions encountered during the course of the audits where services of the auditing firm must be extended beyond normative work anticipated will be performed only after written notification and acceptance by County staff. Fees for such additional work will be charged at hourly rates as follows:

Engagement Manager	\$ 200
Senior Manager	170
Senior Associate	140
Communications Manager	90
Junior Associate	90
Support Staff	\$ 75

**PROPOSED SCHEDULE**

The proposed schedule for audit services for the County for the fiscal year ending June 30, 2023 is as follows: (This schedule is estimated and dependent on availability of staff and timeliness of information provided as requested)

Proposed Engagement Schedule	
Engagement Letter & Contract	April 15 - April 30
Preliminary on-site Field Work	June 1 - June 15
Preliminary and General Procedures	July 15 - November 15
Field Work	October 1 - November 15
Prepare Draft Audit Report	No later than December 1
Exit Conference	December 1 - December 10
Prepare, Sign & Review Final Audit Report	No later than December 10
File Audit Report with State	No later than December 31
Present Audit Report to Board	January or February meeting

REFERENCES

We encourage you to contact any of our audit clients to discuss our performance and overall engagement process.

Per your request, we have provided three current client references drawn from our list of County, School District and City municipal audit engagements.

References		
Lake County 513 Center St., Lakeview, OR 97630	Ann Crumrine 541-947-6030	<a href="mailto:acrumrine@co.lake.or.us">acrumrine@co.lake.or.us</a>
Amity School District No. 4J 807 Trade St., Amity, OR 97101	Ann Adams 541-835-2171	<a href="mailto:ann.adams@amity.k12.or.us">ann.adams@amity.k12.or.us</a>
City of Coburg PO Box 8316, Coburg, OR 97408	Anne Heath 541-682-7871	<a href="mailto:anne.heath@ci.coburg.or.us">anne.heath@ci.coburg.or.us</a>

Please find below two non-current engagement clients who we provided municipal audits for in the past three years.

Non-current Engagements		
City of Lebanon Lebanon, Oregon	Brandon Neish 541-258-4212	<a href="mailto:bneish@ci.lebanon.or.us">bneish@ci.lebanon.or.us</a>
Oakland School District Oakland, Oregon	Corrie Peachey- Briggs 541-459-4341	<a href="mailto:Corrie.peachey-briggs@oakland.k12.or.us">Corrie.peachey-briggs@oakland.k12.or.us</a>



*"Commitment to Quality – Education for All"*

February 22, 2023

To Whom It May Concern:

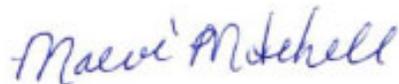
I am pleased to have the opportunity to provide a letter of recommendation for Umpqua Valley Financial, LLC. Although this is my first year working with Umpqua Valley Financial, LLC (formerly Steve Tuchscherer, CPA, PC), I have twenty-nine years of experience dealing with auditors while working for five school districts and a finance department in a city of 36,000.

I am extremely happy with the service that Umpqua Valley Financial has provided us. The team that Steve Tuchscherer has assembled is professional but approachable and very easy to work with. They have provided me with guidance as needed and an organized approach to auditing. They came to me very highly recommended and I can see why.

Umpqua Valley Financial, LLC had provided the Clatskanie School District with exceptional service and I can highly recommend them.

If you have any further questions, do not hesitate to contact me at any time at (206) 755-9412.

Sincerely,



Maevè Mitchell  
Business Manager



CITY OF COBURG • P.O. BOX 8316 • COBURG



OREGON 97408 • 541-682-7850 FAX 541-485-0655

May 1, 2018

To Whom It May Concern,

It is my pleasure to recommend the office of Steve Tuchscherer, Certified Public Accountant. Steve's team has been working with the City of Coburg for the past few years and we feel very lucky to have found such a professional staff for our Audit needs.

Coming from a small city, we especially appreciate the response, the professional relationship, and the expertise that comes with their service. Communications are very important and we find that Steve's team is able to work with us as a partner to agree upon expectations, deadlines, and outcomes. Our audit services have improved greatly including professional and accurate audits, and the follow up of support throughout the year. We have found their service to be extremely helpful and appreciated.

Most important is Steve and his staffs attitude of service, pleasure to work with, and the small footprint that they make in the daily operations of our City while the audit is being conducted.

We truly appreciate our professional relationship with this firm and recommend it highly.

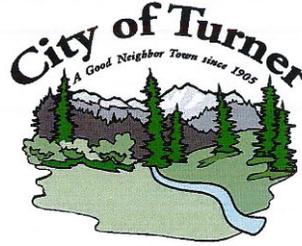
*Anne Heath*

*Acting City Administrator*

(541) 682-7871

[Anne.heath@ci.coburg.or.us](mailto:Anne.heath@ci.coburg.or.us)

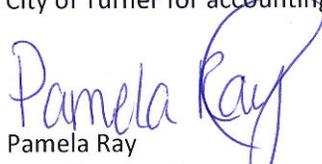
5255 Chicago Street SE  
Post Office Box 456  
Turner, OR 97392-0456



Phone: (503) 743-2155  
Fax: 503 743-4010  
[www.cityofturner.org](http://www.cityofturner.org)

Over the last seven years The City of Turner has utilized the services and expertise of Umpqua Valley Financial (formerly Steve Tuchscherer, CPA, PC) for our annual audit. The audit process can be a daunting task, however, Umpqua Valley Financial has made this process virtually painless. Upon receiving an audit prep sheet, we begin uploading these items to their secure audit portal, allowing the auditors time to look over the data prior to their site visit. Their questions we receive during the interim, while thorough, are always concise with respect for our time and busy schedules. The audit report we receive at the end of the process is accurately and professionally presented.

Having worked in the accounting field for more than twenty years, I must say that Umpqua Valley Financials' audit process is the most streamlined I've experienced. The professional and friendly replies I receive to questions and concerns make it a pleasure to deal with their staff. They have been patient with our office as we've experienced growing pains with new personnel and with my own questions regarding the unique accounting and budget laws regarding municipalities. In short, they are a pleasure to work with and are highly recommended by The City of Turner for accounting and audit services.

  
Pamela Ray  
City of Turner Finance



Jeff Clark, Superintendent  
jeff.clark@amity.k12.or.us

Phone: 503-835-2171  
Fax: 503-835-5050

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May 15, 2018

To Whom It May Concern:

It is my privilege to write a letter of recommendation for our auditing firm, Umpqua Valley Financial, LLC. Umpqua Valley Financial, LLC (formerly Steve Tuchscherer, CPA, PC) has served as the auditor for our district for fifteen years. Even after all of these years, Amity School District has no plans to seek the services of another auditing firm, which is a testament to a positive working relationship.

As you can imagine, dealing with the auditors may create some anxiety for the business office and program managers. That is not the case in working with Umpqua Valley Financial, LLC, and there are several things that stand out to me as I consider the services they provide to us. They are professionals in every way, measuring our work by the highest auditing standards, and yet, they are easy to work with. If there are minor issues that surface during the audit, they don't make the issue bigger than it needs to be, but rather ensure that we address the situation and move forward. Throughout the year, the auditors are readily available to answer questions as they arise which enables us to stay on top of our work. There have been times when it became necessary for us to reschedule the audit, and Umpqua Valley Financial has been very willing to accommodate our request for a change.

Amity School District is a small district with only a few individuals who have direct contact with the auditors. However, we receive the time and attention that we need from them. Because of the service they provide to us each year, we have confidence in Umpqua Valley Financial, LLC, and we know that we are a valued client regardless of our size. This speaks well of them as an auditing firm.

If you have further questions, please feel free to contact me at (503) 835-2171.

Sincerely,



Ann Adams  
Deputy Clerk/Business Manager



## Attachment A: Fee Proposal

In accordance with the Request for Proposals for Professional Auditing Services, the firm referenced below submits the following hourly fee quotation and hours proposed for all positions to be assigned to the audit:

Fee for Fiscal Year End June 30, 2023

<i>Key Personnel</i>	<i>F/S Audit hours</i>	<i>Single Audit Hours</i>	<i>Financial Statement Prep Hours</i>	<i>Total Hours</i>	<i>Hourly Rate</i>	<i>Total</i>
<b>Engagement Partner</b>	24	10	<i>Included</i>	34	\$ 200	\$ 6,800
<b>Engagement Manager</b>	38	10	<i>Included</i>	48	\$ 170	\$ 8,160
<b>Engagement Senior</b>	96	8	<i>Included</i>	104	\$ 140	\$ 14,560
<b>Engagement Staff</b>	132	12	<i>Included</i>	144	\$ 90	\$ 12,960
<b>Clerical/Support Staff</b>	22	2	<i>Included</i>	24	\$ 75	\$ 1,800
<b>Other</b>						
			<b>Total</b>	<b>354</b>		<b>\$ 44,280</b>

In accordance with the Request for Proposals for Professional Auditing Services the firm referenced below submits the following cost proposal for the term of the contract:

Fee proposal for Fiscal Years Ending June 30<sup>th</sup>,

	<b>2023</b>	<b>2024</b>	<b>2025</b>	<b>2026</b>	<b>2027</b>
<b>Financial Statement Audit</b>	\$ 38,230	\$ 40,100	\$ 42,100	\$ 44,200	\$ 46,400
<b>Single Audit</b>	\$ 6,050	\$ 6,400	\$ 6,700	\$ 7,000	\$ 7,400
<b>Financial Statement Prep</b>	<i>Included</i>	<i>Included</i>	<i>Included</i>	<i>Included</i>	<i>Included</i>
<b>Cost of Supplies and Materials</b>	<i>Included</i>	<i>Included</i>	<i>Included</i>	<i>Included</i>	<i>Included</i>
<b>Additional Fees (if applicable)</b>					
<b>Total</b>	<b>\$ 44,280</b>	<b>\$ 46,500</b>	<b>\$ 48,800</b>	<b>\$ 51,200</b>	<b>\$ 53,800</b>

\*Technical assistance, as needed, is expected from the audit firm throughout the fiscal year that may include inquiries regarding accounting, reporting and internal control issues. If fees related to this technical assistance are not included in the firm's financial statement audit fee, please include them here.

I hereby certify that the undersigned is authorized to represent the firm stated below, and empowered to submit this bid, and if selected, authorized to sign a contract for the services identified in the RFP.

Firm Name: Umpqua Valley Financial, LLC

Signature: 

Printed Name: Josh Huffman

Title: Vice President

Date: 3.24.23

Email Address: josh@oregoncpas.com

**Emerald CPA Group, LLP**

450 Country Club Road, Suite 155

Eugene OR 97401

## **Report on the Firm's System of Quality Control**

August 6, 2021

To the Member of  
Umpqua Valley Financial, LLC  
and the Peer Review Committee of the Oregon Society of CPAs

We have reviewed the system of quality control for the accounting and auditing practice of Umpqua Valley Financial, LLC (the firm) in effect for the year ended March 31, 2020. Our peer review was conducted in accordance with the Standards for Performing and Reporting on Peer Reviews established by the Peer Review Board of the American Institute of Certified Public Accountants (Standards).

A summary of the nature, objectives, scope, limitations of, and the procedures performed in a System Review as described in the Standards may be found at [www.aicpa.org/prsummary](http://www.aicpa.org/prsummary). The summary also includes an explanation of how engagements identified as not performed or reported in conformity with applicable professional standards, if any, are evaluated by a peer reviewer to determine a peer review rating.

### **Firm's Responsibility**

The firm is responsible for designing a system of quality control and complying with it to provide the firm with reasonable assurance of performing and reporting in conformity with applicable professional standards in all material respects. The firm is also responsible for evaluating actions to promptly remediate engagements deemed as not performed or reported in conformity with professional standards, when appropriate, and for remediating weaknesses in its system of quality control, if any.

### **Peer Reviewer's Responsibility**

Our responsibility is to express an opinion on the design of the system of quality control and the firm's compliance therewith based on our review.

Phone 541 255 2888 Fax 541 345 3358  
[www.emeraldcpa.com](http://www.emeraldcpa.com)

## **Required Selections and Considerations**

Engagements selected for review included an engagement performed under *Government Auditing Standards* including a compliance audit under the Single Audit Act.

As a part of our peer review, we considered reviews by regulatory entities as communicated by the firm, if applicable, in determining the nature and extent of our procedures.

## **Deficiencies Identified in the Firm's System of Quality Control**

We noted the following deficiencies during our review:

1. Quality control standards and the firm's quality control policies and procedures addressing engagement acceptance and continuance were not fully complied with during the review year. The firm's quality control policies and procedures state that the firm will only accept specific engagements when it has determined that it has the requisite competence and capabilities (including adequate time) to perform the engagement. The firm accepted eleven new audit engagements and lost a key staff member, resulting in significant strain on the firm's personnel and the owner's ability to effectively supervise the engagements. As a result, we noted documentation and performance matters as follows. On an initial audit, there was no documentation of the required inquiries of the predecessor auditor or review of their workpapers as a basis for reliance on the beginning balances, and adequate procedures were not performed on the beginning balances. On the same audit, there were no confirmations obtained on accounts and contract receivables other than property taxes, no justification for not obtaining was them documented and only analytical procedures were performed. On all three audits reviewed there was little documentation of procedures performed on the pension and OPEB liabilities, other than copies of the actuarial valuations and the audited schedules of the individual employer amounts. Although the firm was clearly relying on the plan's actuary and auditor, there was no documentation that the firm evaluated their competency. We also noted that the representation letters on all three audits reviewed were dated and signed prior to the report dates.
2. Quality control standards and the firm's quality control policies and procedures require adequate continuing professional education (CPE) in the areas of the firm's practice. Although the owner and staff were in compliance with all applicable regulatory requirements, CPE was inadequate or ineffective in the areas of risk assessment, single audits and nonprofit accounting. On all three audits, we noted that while internal controls were adequately documented, there was no documentation of walkthroughs or procedures other than inquiry to assess whether the controls were implemented. In the risk assessment documentation, we noted incorrect identification of relevant assertions in some areas, certain significant audit areas assessed at the audit area level rather than the assertion level, and the identified audit approach was not always consistent with the assessed risk. Extended procedures were performed in some areas, but were not added to the audit programs. As the result there was poor linkage between the risk assessment and the audit programs used. On the single audit, we noted that the direct and material

compliance elements were not correctly identified. The documentation of risk assessment for these elements indicated moderate control risk, but Uniform Guidance requires the auditor to plan to achieve low control risk. This resulted in failure to test cash management (reimbursement requests) and some of the special tests and provisions. Additionally, here was no sampling documentation for the eligibility test. On a review engagement of a nonprofit organization, the new standards for financial statement presentation were not adopted, other than changing the caption on net assets. The new disclosure on liquidity and availability of financial resources was missing and a statement of functional expenses or similar information in the notes was not presented. Expenses were presented only by natural classification and not by function. All three audits were considered nonconforming due to the risk assessment deficiencies and the single audit of a school district was also considered nonconforming due to the single audit deficiencies.

3. Quality control standards and the firm's quality control policies and procedures addressing monitoring have not been complied with to provide reasonable assurance that the engagements are being performed in accordance with professional standards. The firm's quality control policies and procedures require that monitoring procedures, including post-issuance engagement reviews be performed and documented annually. Although the firm did prepare such documentation, no significant matters were noted in the most recent monitoring report, although it did note the need to hire an additional CPA with municipal audit experience, and the need for more thorough use of risk assessment practice aids. However, based on the issues noted in the peer review, it appears that the procedures performed were not adequate to identify noncompliance with professional standards, particularly at the engagement level. In our opinion, the lack of adequate monitoring contributed to the engagements previously noted that did not conform with professional standards in all material respects.

### **Opinion**

In our opinion, except for the deficiencies previously described, the system of quality control for the accounting and auditing practice of Umpqua Valley Financial, LLC in effect for the year ended March 31, 2020 has been suitably designed and complied with to provide the firm with reasonable assurance of performing and reporting in conformity with applicable professional standards in all material respects. Firms can receive a rating of *pass*, *pass with deficiency(ies)*, or *fail*. Umpqua Valley Financial, LLC has received a peer review rating of *pass with deficiencies*.

*Emerald CPA Group, LLP*

**Subject:** FW: Move Oregon Border item  
**Attachments:** Ballot Title - Morrow County- 2020.pdf

**From:** Bobbi Childers <bchilders@co.morrow.or.us>  
**Sent:** Tuesday, April 11, 2023 9:12 AM  
**To:** Roberta Lutcher <rlutcher@co.morrow.or.us>  
**Subject:** RE: Move Oregon Border item

**Question (Word Count: )**

Shall the Board of Commissioners be required to meet three times annually to discuss relocation of the state border?

**Summary (Word Count: )**

If passed, the petition requires the Morrow County Board of Commissioners to meet three times per year to discuss how to promote the interests of Morrow County in any negotiations regarding the relocation of the Oregon-Idaho state border. Civil penalties are provided for anyone who willfully prohibits, cancels, or hinders of the prescribed meetings of the Board of Commissioners. A civil offense against this ordinance will be a Class Violation with a maximum fine of \$125, and will be enforceable by any peace officer.

NOTICE OF COUNTY MEASURE BALLOT TITLE

MORROW COUNTY

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**Caption:**

Requires Board of Commissioner meetings regarding relocation of state border.

---

**Question:**

Shall the Board of Commissioners be required to meet three times annually to discuss relocation of the state border?

---

**Summary:**

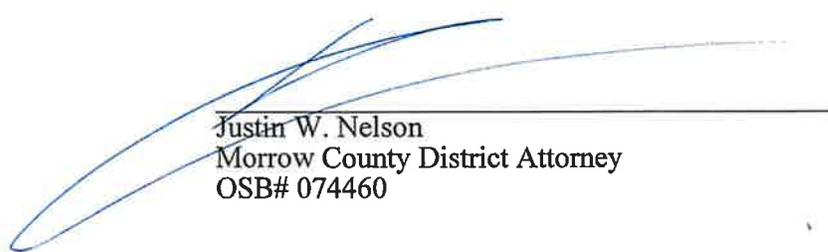
If passed, the petition requires the Morrow County Board of Commissioners to meet three times per year to discuss how to promote the interests of Morrow County in any negotiations regarding the relocation of the Oregon-Idaho state border. Civil penalties are provided for anyone who willfully prohibits, cancels, or hinders any of the prescribed meetings of the Board of Commissioners. A civil offense against this ordinance will be a Class D Violation with a maximum fine of \$125, and will be enforceable by any peace officer.

---

The following authorized county official hereby certifies the above ballot title is true and complete.

Date: May 15, 2020

Amended: 5/18/2020- correction of word count (ORS 250.035)



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Justin W. Nelson  
Morrow County District Attorney  
OSB# 074460

# Detail Results

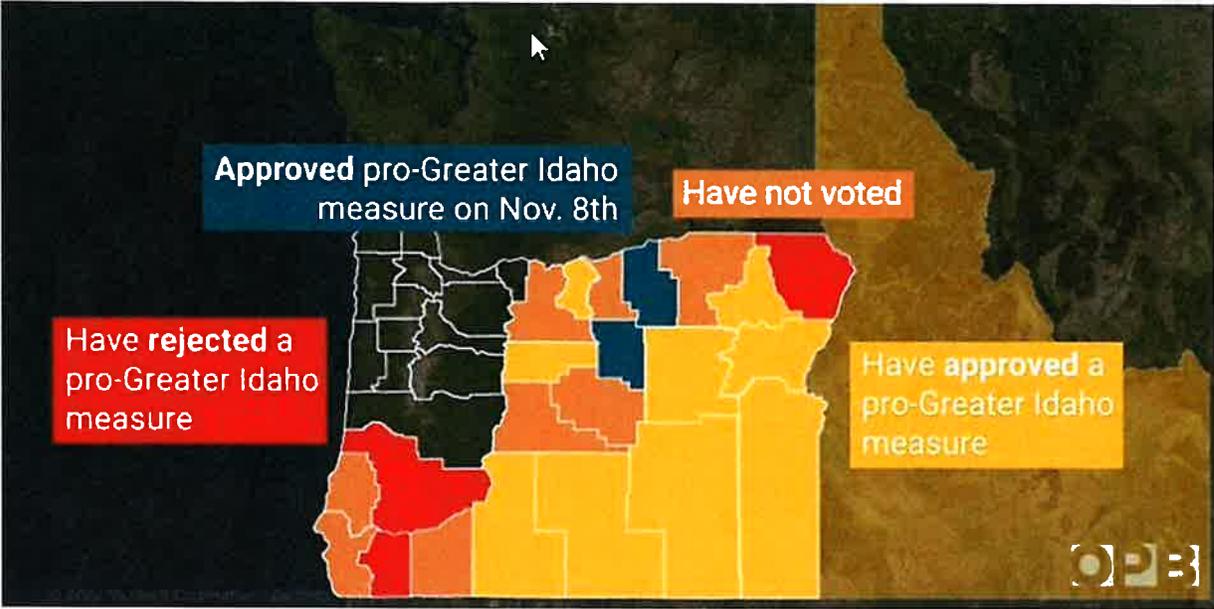
Machine ID: A Machine #: 4518063143

Morrow  
Morrow County November 2022 General Election  
11/08/2022

12/02/2022 08:56:08

First Ballot Date Time: 11/03/2022 13:39:04  
Last Ballot Date Time: 11/29/2022 17:35:49Total Sheets Processed: 4129  
Total Ballots Cast: 4129  
Blank Sheets Cast: 0

Contest	Votes
<b>State Measure 112</b>	
(Vote For 1)	
Yes	1080
No	2848
Over Votes	3
Under Votes	198
<b>Total</b>	<b>4129</b>
<b>State Measure 113</b>	
(Vote For 1)	
Yes	2272
No	1725
Over Votes	1
Under Votes	131
<b>Total</b>	<b>4129</b>
<b>State Measure 114</b>	
(Vote For 1)	
Yes	819
No	3223
Over Votes	6
Under Votes	81
<b>Total</b>	<b>4129</b>
<b>25-88 County Measure</b>	
(Vote For 1)	
Yes	2386
No	1546
Over Votes	5
Under Votes	192
<b>Total</b>	<b>4129</b>
<b>25-91 County Measure</b>	
(Vote For 1)	
Yes	2553
No	1388
Over Votes	8
Under Votes	180
<b>Total</b>	<b>4129</b>
<b>25-90 City of Boardman City of Boardman</b>	
(Vote For 1)	
Yes	361
No	237
Over Votes	0
Under Votes	22
<b>Total</b>	<b>620</b>
<b>25-89 City of Irrigon City of Irrigon</b>	
(Vote For 1)	
Yes	377
No	192
Over Votes	0
Under Votes	17
<b>Total</b>	<b>586</b>



**Morrow County Surveyor**  
Quarterly Report

To: Morrow County Board of Commissioners

From: Matt Kenny, Morrow County Surveyor

Date: Wednesday, April 19, 2023

RE: 2023 – Quarter One

Survey Recordings

This quarter produced 6 survey maps for review and recording. This consisted of two plats, 2 property line adjustments, and two standard survey filings.

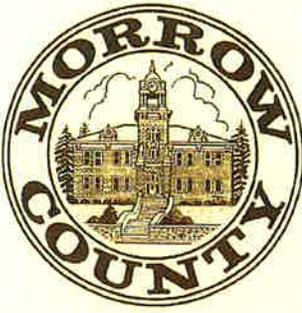
Statutory Duties and Reporting

Duties and responsibilities of a County Surveyor are outlined in ORS 209.070. These duties are set by statute and remain unchanged. Because of this I propose the Board change the County Surveyor reporting schedule to once yearly. One report at the end of the fourth quarter of each year would sufficient to provide a summary of these duties. Doing so would eliminate short, repetitive quarterly reporting. Consideration and discussion on the matter would be greatly appreciated.

Respectfully,

Matt Kenny

County Surveyor



# 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: April 7, 2023

BOC Agenda Date: April 19, 2023

### Subject: Monthly Treasurer Report-February

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

#### Earning Yield and Interest Rates (minus fees): February

<u>Bank</u>	<u>Prior Month</u>	<u>Current Month</u>	<u>Change</u>	<u>Total Interest</u>
LGIP	3.37%	3.75%	.38%	\$153,537.44
Bank of Eastern Oregon-Accounts Payable	0.05%	0.05%	.00%	\$57.81
Bank of Eastern Oregon-Payroll	0.05%	0.05%	.00%	\$2.01
Bank of Eastern Oregon-Unsegregated Property Tax	0.05%	0.05%	.00%	\$28.95
Community Bank (Quarterly)	0.02%	0.02%	.00%	\$0.00

**February Total Interest:** Interest (less fees) was \$

#### Outstanding checks:

Outstanding checks in the BEO-AP account total, as of February 28<sup>th</sup>, 2023 was \$204,766.90

Outstanding checks in the BEO-Unsegregated account total, as of February 28<sup>th</sup>, 2023 was \$5,228.50

No other bank accounts had outstanding checks.

#### February Treasurer Distribution:

Property Tax to Distribute: \$587,759.36

Paid to Taxing Districts: \$398,763.84

**Transfer Requests:** I received Three Taxing District transfer of funds requests in February.

- 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



OREGON  
STATE  
TREASURY

### Account Statement - Transaction Summary

For the Month Ending **February 28, 2023**

MORROW CO - MORROW COUNTY - 4206

Oregon LGIP	
Opening Balance	54,150,315.89
Purchases	699,518.54
Redemptions	(1,432,526.45)
<hr/>	
<b>Closing Balance</b>	<b>\$53,417,307.98</b>
Dividends	153,538.09

Asset Summary		
	February 28, 2023	January 31, 2023
<b>Oregon LGIP</b>	53,417,307.98	54,150,315.89
<b>Total</b>	<b>\$53,417,307.98</b>	<b>\$54,150,315.89</b>



## Account Statement

For the Month Ending **February 28, 2023**

**MORROW CO - MORROW COUNTY - 4206**

Trade Date	Settlement Date	Transaction Description	Share or Unit Price	Dollar Amount of Transaction	Balance
<b>Oregon LGIP</b>					<b>54,150,315.89</b>
<b>Opening Balance</b>					<b>54,150,315.89</b>
02/01/23	02/01/23	LGIP Fees - ACH Purchase (3 @ \$0.05 - From 4206) - January 2023	1.00	(0.15)	54,150,315.74
02/01/23	02/01/23	LGIP Fees - ACH Redemption (4 @ \$0.05 - From 4206) - January 2023	1.00	(0.20)	54,150,315.54
02/01/23	02/01/23	LGIP Fees - Received ACH (3 @ \$0.10 - From 4206) - January 2023	1.00	(0.30)	54,150,315.24
02/02/23	02/02/23	Redemption - ACH Redemption	1.00	(55.00)	54,150,260.24
02/07/23	02/07/23	SFMS Fr:Emergency Management, Dept of 911 Tax	1.00	140,514.29	54,290,774.53
02/08/23	02/08/23	Redemption - ACH Redemption	1.00	(1,118,669.57)	53,172,104.96
02/10/23	02/10/23	Transfer to Boardman Park and Recreation - BOARDMAN PARK & REC/RECREATION CENTER	1.00	(10,189.73)	53,161,915.23
02/10/23	02/10/23	Transfer to Boardman, City of - BOARDMAN CITY OF	1.00	(33,368.78)	53,128,546.45
02/10/23	02/10/23	Transfer to Ione School District #2 - IONE SCHOOL DISTRICT #2	1.00	(17,942.13)	53,110,604.32
02/10/23	02/10/23	Transfer to Boardman, City of - BOARDMAN CITY OF / CENTRAL URA	1.00	(1,821.25)	53,108,783.07
02/10/23	02/10/23	Transfer to Boardman, City of - BOARDMAN CITY OF/ WEST URA	1.00	(970.09)	53,107,812.98
02/10/23	02/10/23	Transfer to Boardman Park and Recreation - BOARDMAN PARK AND RECREATION	1.00	(8,169.23)	53,099,643.75
02/10/23	02/10/23	Transfer to Morrow County School District #1 - MORROW COUNTY SCHOOL DISTRICT #1	1.00	(152,722.99)	52,946,920.76
02/10/23	02/10/23	Transfer to Blue Mountain Community College - BLUE MOUNTAIN COMMUNITY COLLEGE	1.00	(34,561.51)	52,912,359.25
02/10/23	02/10/23	Transfer to InterMountain Education Service Dis - INTERMOUNTAIN ESD	1.00	(24,780.95)	52,887,578.30
02/13/23	02/13/23	SFMS Fr:Oregon Health Authority Mental Health Tax	1.00	812.12	52,888,390.42
02/13/23	02/13/23	SFMS Fr:OLCC OLCC Tax (Liquor)	1.00	11,231.91	52,899,622.33
02/13/23	02/13/23	Redemption - ACH Redemption	1.00	(64.50)	52,899,557.83
02/14/23	02/14/23	SFMS Fr:Oregon Health Authority CFAA Special Payments	1.00	1,901.84	52,901,459.67



**Account Statement**

For the Month Ending **February 28, 2023**

MORROW CO - MORROW COUNTY - 4206

Trade Date	Settlement Date	Transaction Description	Share or Unit Price	Dollar Amount of Transaction	Balance
<b>Oregon LGIP</b>					
02/16/23	02/16/23	Redemption - ACH Redemption	1.00	(19,655.07)	52,881,804.60
02/17/23	02/17/23	Purchase - ACH Purchase	1.00	22,206.61	52,904,011.21
02/17/23	02/17/23	Purchase - ACH Purchase	1.00	3,525.50	52,907,536.71
02/17/23	02/17/23	Purchase - ACH Purchase	1.00	170,080.20	53,077,616.91
02/17/23	02/17/23	ODOT - ODOT PYMNT	1.00	125,597.09	53,203,214.00
02/17/23	02/17/23	SFMS Fr:Administrative Services, Dept of County Cigarette Tax	1.00	561.45	53,203,775.45
02/17/23	02/17/23	Redemption - ACH Redemption	1.00	(55.00)	53,203,720.45
02/22/23	02/22/23	ODOT - ODOT PYMNT	1.00	26,488.20	53,230,208.65
02/27/23	02/27/23	Redemption - ACH Redemption	1.00	(9,500.00)	53,220,708.65
02/28/23	02/28/23	SFMS Fr:Oregon Health Authority OHA public Health Program	1.00	43,061.24	53,263,769.89
02/28/23	03/01/23	Accrual Income Div Reinvestment - Distributions	1.00	153,538.09	53,417,307.98



OREGON  
STATE  
TREASURY

### Account Statement

For the Month Ending **February 28, 2023**

MORROW CO - MORROW COUNTY - 4206

Trade Date	Settlement Date	Transaction Description	Share or Unit Price	Dollar Amount of Transaction	Balance
<b>Closing Balance</b>					<b>53,417,307.98</b>
		<b>Month of February</b>	<b>Fiscal YTD July-February</b>		
<b>Opening Balance</b>		54,150,315.89	36,295,536.43	<b>Closing Balance</b>	53,417,307.98
<b>Purchases</b>		699,518.54	49,377,278.31	<b>Average Monthly Balance</b>	53,378,259.99
<b>Redemptions</b>		(1,432,526.45)	(32,255,506.76)	<b>Monthly Distribution Yield</b>	3.75%
<hr/>					
<b>Closing Balance</b>		<b>53,417,307.98</b>	<b>53,417,307.98</b>		
<b>Dividends</b>		153,538.09	729,705.30		

MORROW COUNTY, OREGON  
 POOLED CASH REPORT (FUND 999)  
 AS OF: FEBRUARY 28TH, 2023

FUND	ACCOUNT#	ACCOUNT NAME	BEGINNING BALANCE	CURRENT ACTIVITY	CURRENT BALANCE
<u>CLAIM ON CASH</u>					
101-100-1-10-1500		GENERAL FC W/TREASURER	18,627,395.17 (	424,321.87)	18,203,073.30
200-100-1-10-1500		HERITAGE TRAIL FC W/TREAS	33,521.92 (	3,001.89)	30,520.03
201-100-1-10-1500		ROAD EQUIP FC W/TREASURER	936,084.64	2,964.79	939,049.43
202-100-1-10-1500		ROAD FC W/TREASURER	4,634,563.45 (	333,560.26)	4,301,003.19
203-100-1-10-1500		FINLEY BUTTES FC W/TREASURER	757,568.69	2,399.38	759,968.07
204-100-1-10-1500		YOUTH/CHILD FC/TREASURER	37,088.07	0.00	37,088.07
205-100-1-10-1500		AIRPORT FC W/TREASURER	200,916.59	16,574.26	217,490.85
206-100-1-10-1500		LAW LIBRARY FC W/TREASURER	35,303.39 (	122.53)	35,180.86
207-100-1-10-1500		911 FC W/TREASURER	714,407.46	114,607.60	829,015.06
208-100-1-10-1500		SURVEYOR PRES FC/TREASURER	289,017.41	1,657.70	290,675.11
210-100-1-10-1500		FINLEY BUTTES LIC. FC W/TREAS	1,434,823.49	984.95	1,435,808.44
211-100-1-10-1500		MCSO CO SCHOOL FC W/TREAS	0.00	0.00	0.00
212-100-1-10-1500		ISD COMMON SCH FC W/TREASURER	0.00	0.00	0.00
214-100-1-10-1500		FAIR FC W/TREASURER	260,263.60 (	2,353.91)	257,909.69
215-100-1-10-1500		COMP EQUIP FC W/TREASURER	98,609.70	312.32	98,922.02
216-100-1-10-1500		STF FC W/TREASURER	690,324.01	98,583.16	788,907.17
217-100-1-10-1500		PROGRAMMING RES FC W/TREASURER	92,609.11 (	47,326.26)	45,282.85
218-100-1-10-1500		ENFORCEMENT FC W/TREAS	20,015.71 (	18.22)	19,997.49
219-100-1-10-1500		VIDEO LOTTERY FC W/TREAS	39,618.69	125.48	39,744.17
220-100-1-10-1500		VICTIM/WITNESS FC W/TREAS	19,951.92 (	7,845.97)	12,105.95
222-100-1-10-1500		WILLOW CREEK FEES FC W/TREAS	24,030.74	76.11	24,106.85
223-100-1-10-1500		CAMI GRANT FC W/TREAS	31,952.27	101.20	32,053.47
224-100-1-10-1500		WEED EQUIP RES. FC W/TREAS	28,853.86	91.39	28,945.25
225-100-1-10-1500		STF VEHICLE FC W/TREAS	75,129.20	237.95	75,367.15
226-100-1-10-1500		FAIR ROOF FC W/TREAS	28,486.57	90.23	28,576.80
227-100-1-10-1500		HEPPNER ADMIN BLDG FC W/TREAS	5,614,462.18	17,782.24	5,632,244.42
228-100-1-10-1500		SAFETY COMMITTEE FC W/TREAS	19,170.77 (	1,740.04)	17,430.73
229-100-1-10-1500		BLEACHER RESERVE FC W/TREAS	21,323.73	67.54	21,391.27
231-100-1-10-1500		JUSTICE COURT FC W/TREAS	46,911.56 (	995.24)	45,916.32
233-100-1-10-1500		CLERKS RECORD FC W/TREAS	24,820.39	161.25	24,981.64
234-100-1-10-1500		DUII IMPACT FC W/TREAS	30,293.41	95.95	30,389.36
236-100-1-10-1500		FAIR IMPROV. FUND FC W/TREAS	1,041,146.43	3,297.55	1,044,443.98
237-100-1-10-1500		BUILDING PERMIT FC W/TREAS	1,929,354.07	285,526.46	2,214,880.53
238-100-1-10-1500		PARK FC W/TREAS	480,821.10 (	47,061.51)	433,759.59
240-100-1-10-1500		EQUITY FC W/TREAS	274,950.20	870.83	275,821.03
241-100-1-10-1500		BUILDING RESERVE FC W/TREAS	630,893.74	1,998.18	632,891.92
243-100-1-10-1500		LIQUOR CONTROL FC W/TREAS	892.49	2.83	895.32
245-100-1-10-1500		WPF FC W/TREASURER	2,257.73	0.00	2,257.73
321-100-1-10-1500		FOREST SERVICE FC W/TREAS	87,907.79	278.43	88,186.22
322-100-1-10-1500		COURT SECURITY FC W/TREAS	57,792.82	747.79	58,540.61
500-100-1-10-1500		ECHO WINDS FC W/TREAS	91,480.74	289.74	91,770.48
501-100-1-10-1500		SHEPHERDS FLAT FC W/TREAS	986,845.36	3,125.55	989,970.91
502-100-1-10-1500		MO CO ENTERPRIZE ZO FC W/TREAS	0.00	0.00	0.00
504-100-1-10-1500		STO FC W/TREAS	134,864.75	28,586.49	163,451.24
510-100-1-10-1500		P & P FC W/TREAS	322,225.82 (	42,789.50)	279,436.32
514-100-1-10-1500		IONE SD B & I FC W/TREAS	8,272.73 (	155.57)	8,117.16
515-100-1-10-1500		BOARDMN URB REN FC W/TREAS	1,821.25 (	14.35)	1,806.90
516-100-1-10-1500		RADIO DIST FC W/TREAS	6,962.70 (	144.86)	6,817.84
519-100-1-10-1500		WEST BOARDMN URA FC W/TREAS	970.09 (	32.96)	937.13

MORROW COUNTY, OREGON  
 POOLED CASH REPORT (FUND 999)  
 AS OF: FEBRUARY 28TH, 2023

FUND	ACCOUNT#	ACCOUNT NAME	BEGINNING BALANCE	CURRENT ACTIVITY	CURRENT BALANCE
521-100-1-10-1500		PGE CARTY FC W/TREAS	405,181.26	1,283.30	406,464.56
522-100-1-10-1500		SHERIFF RES FUND/TREAS	17,216.16	54.52	17,270.68
523-100-1-10-1500		WHEATRIDGE WIND FC W/TREAS	2,137,765.39	(995,830.87)	1,141,934.52
524-100-1-10-1500		ORCHARD WIND FC W/TREAS	5,535.29	17.53	5,552.82
540-100-1-10-1500		RESILIENCY FUND W/TREAS	5,173,153.84	2,012,786.49	7,185,940.33
617-100-1-10-1500		MO CO HEALTH DIST FC W/TREAS	38,457.75	(767.60)	37,690.15
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	4,027.70	(533.41)	3,494.29
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	2,353.28	(86.06)	2,267.22
624-100-1-10-1500		CITY OF LEXINGTON B & I FC W/T	19,308.55	215.46	19,524.01
626-100-1-10-1500		MAN. STRUCTURE OMBUDSMAN	64.50	(2.37)	62.13
628-100-1-10-1500		WILLOW CREEK PARK B & I FC W/T	3,704.53	11.85	3,716.38
630-100-1-10-1500		PORT OF MORROW FC W/TREAS	3,445.01	(71.49)	3,373.52
631-100-1-10-1500		CITY OF BOARDMAN FC W/TREAS	29,341.08	(842.17)	28,498.91
632-100-1-10-1500		CITY OF HEPPNER FC W/TREAS	6,493.03	(164.05)	6,328.98
633-100-1-10-1500		CITY OF IONE FC W/TREAS	888.87	(29.29)	859.58
634-100-1-10-1500		CITY OF IRRIGON FC W/TREAS	2,842.19	(88.90)	2,753.29
635-100-1-10-1500		CITY OF LEXINGTON FC W/TREAS	432.10	(19.39)	412.71
636-100-1-10-1500		BOARDMAN F&R FC W/TREAS	24,824.16	(443.04)	24,381.12
637-100-1-10-1500		BOARDMAN F&R DIST BOND	5,334.47	(41.27)	5,293.20
638-100-1-10-1500		HEPPNER RFPD FC W/TREAS	949.01	(30.09)	918.92
639-100-1-10-1500		IRRIGON RFPD FC W/TREAS	1,716.53	(54.33)	1,662.20
640-100-1-10-1500		IONE RFPD FC W/TREAS	666,667.49	(15,559.40)	651,108.09
641-100-1-10-1500		S GILLIAM RFPD FC W/TREAS	128.46	1.48	129.94
642-100-1-10-1500		BOARDMAN CEMETERY FC W/TREAS	774.96	(11.04)	763.92
643-100-1-10-1500		HEPPNER CEMETERY FC W/TREAS	744.42	(22.78)	721.64
644-100-1-10-1500		IONE-LEX CEMETERY FC W/TREAS	807.75	(29.38)	778.37
645-100-1-10-1500		IRRIGON CEMETERY FC W/TREAS	335.99	(9.99)	326.00
646-100-1-10-1500		WILLOW CREEK PARK FC W/TREAS	2,282.78	(77.71)	2,205.07
647-100-1-10-1500		BOARDMAN PARK FC W/TREAS	8,169.23	(116.68)	8,052.55
648-100-1-10-1500		IRRIGON PARK FC W/TREAS	1,335.08	(39.72)	1,295.36
649-100-1-10-1500		BOARDMAN PK B&I FC W/TREASURER	10,189.73	(366.39)	9,823.34
650-100-1-10-1500		MO CO UNIFIED REC FC W/TREAS	2,382,650.63	(474,223.73)	1,908,426.90
651-100-1-10-1500		HEPPNER WATER CONTROL FC W/TRE	148.99	(4.20)	144.79
652-100-1-10-1500		MO CO SCHOOL DIST FC W/TREAS	152,722.99	(3,028.78)	149,694.21
653-100-1-10-1500		MO CO SCHOOL B & I FC W/TREAS	250,508.25	979.71	251,487.96
654-100-1-10-1500		UMATILLA-MORROW ESD FC W/TREAS	24,780.95	(519.47)	24,261.48
655-100-1-10-1500		CHAPLAINCY PROG FC W/TREAS	14.79	0.05	14.84
658-100-1-10-1500		BMCC FC W/TREASURER	26,612.47	(557.71)	26,054.76
659-100-1-10-1500		BMCC B & I FC W/TREASURER	7,949.04	(194.59)	7,754.45
660-100-1-10-1500		NORTH MO VECTOR CONT FC W/TREA	9,586.49	(169.01)	9,417.48
662-100-1-10-1500		IONE LIBRARY DIST FC W/TREAS	143,804.86	(58,464.40)	85,340.46
663-100-1-10-1500		OREGON TRAIL LIB FC W/TREAS	9,267.82	(175.88)	9,091.94
665-100-1-10-1500		STATE & FED WILDLIFE FC W/TREA	6,231.93	0.00	6,231.93
666-100-1-10-1500		STATE FIRE PATROL FC W/TREAS	2,567.71	(80.33)	2,487.38
668-100-1-10-1500		TAX APPEALS FC W/TREAS	389,514.00	1,233.68	390,747.68
669-100-1-10-1500		SCHOLARSHIP TRUST FC W/TREAS	11,240.03	35.59	11,275.62
670-100-1-10-1500		ADV COLL 04-05 FC W/TREAS	0.00	0.00	0.00
671-100-1-10-1500		ADV COLL 03-04 FC W/TREAS	9,013.77	28.54	9,042.31
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: FEBRUARY 28TH, 2023

FUND	ACCOUNT#	ACCOUNT NAME	BEGINNING BALANCE	CURRENT ACTIVITY	CURRENT BALANCE
673-100-1-10-1500		PREPAID TAX FC W/TREAS	0.00	0.00	0.00
674-100-1-10-1500		SALE OF CO LAND FC W/TREAS	0.00	0.00	0.00
675-100-1-10-1500		TREASURER TRUST FC W/TREAS	1,185.28	3.75	1,189.03
676-100-1-10-1500		IONE RFPD RESERVE FC W/TREAS	830,059.15	2,627.89	832,687.04
680-100-1-10-1500		PERSONAL PROPERTY SALES FC W/T	0.00	0.00	0.00
681-100-1-10-1500		COUNTY A & T FC W/TREAS	4,577.54	2,014.99	6,592.53
683-100-1-10-1500		PILOT ROCK RFPD FC W/TREAS	2,092.86	23.98	2,116.84
684-100-1-10-1500		FINLEY BUTTES CLOSURE FC W/TRE	1,299,921.72	4,117.13	1,304,038.85
685-100-1-10-1500		STATE HOUSING FC W/TREAS	6,814.62	4,709.88	11,524.50
686-100-1-10-1500		IONE LIBRARY BLDG FC W/TREAS	132,827.58	50,426.17	183,253.75
688-100-1-10-1500		IONE SCHOOL DIST FC W/TREAS	9,669.40	( 373.62)	9,295.78
690-100-1-10-1500		HEPPNER RURAL FIRE DIST BOND	385.32	( 13.87)	371.45
691-100-1-10-1500		CITY OF HEPPNER BND FC W/TREAS	568.40	( 19.78)	548.62
695-100-1-10-1500		M.C. RET. PLAN TR. FC W/TREAS	0.06	0.00	0.06
697-100-1-10-1500		UNSEG TAX INT FC W/TREAS	0.00	0.00	0.00
698-100-1-10-1500		INTEREST EARNED FC W/TREAS	0.00	0.00	0.00
699-100-1-10-1500		UNSEGREGATED TAX FC W/TREAS	1,000.00	0.00	1,000.00
TOTAL CLAIM ON CASH			55,217,164.75	197,661.61	55,414,826.36

CASH IN BANK - POOLED CASH

999-100-1-10-1501	AP POOLED BEO	442,019.56	1,162,251.32	1,604,270.88
999-100-1-10-1502	PAYROLL BEO	28,112.00	60.68	28,172.68
999-100-1-10-1503	STATE TREASURY POOL	54,150,315.89	( 1,233,062.91)	52,917,252.98
999-100-1-10-1507	COMMUNITY BANK	100.23	0.00	100.23
999-100-1-10-1508	US BANK	0.00	0.00	0.00
999-100-1-10-1509	PROP TAX COLL BEO	600,643.04	268,471.19	869,114.23
SUBTOTAL CASH IN BANK - POOLED CASH		55,221,190.72	197,720.28	55,418,911.00

WAGES PAYABLE

999-100-2-60-6001	WAGES PAYABLE	( 500.00)	0.00	( 500.00)
SUBTOTAL WAGES PAYABLE		( 500.00)	0.00	( 500.00)

TOTAL CASH IN BANK - POOLED CASH		55,221,690.72	197,720.28	55,419,411.00
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DUE TO OTHER FUNDS - POOLED CASH

999-100-2-40-4002	DUE TO OTHER FUNDS	55,216,744.98	197,661.61	55,414,406.59
TOTAL DUE TO OTHER FUNDS		55,216,744.98	197,661.61	55,414,406.59



MEMORANDUM

To: Morrow County Board of Commissioners  
From: Tamra Mabbott, Planning Director  
CC: Planning Commission  
BOC Date: April 19, 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.*

<u>Planning Permits</u>	<u>March 2023</u>
Zoning Permits	6
Land Use Compatibility Reviews	8
Land Use Decisions	1
Rural Addresses	1

**Energy Projects**

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

County issued the Conditional Use Permit for the Idaho Power Company (IPC) 500 kV transmission line known as Boardman to Hemingway, as required in ORS 469.401. Planning Department is now waiting on landowner authorizations before processing Zoning Permit applications for individual parcels. Additional permits will be required after Oregon Department of Energy (ODOE) approves IPC Request for Amendment 1 (RFA1).



The five affected counties in Oregon will begin evaluation of several pre-construction reports required by the ODOE as conditions of the Site Certificate (SC). The review will include coordination with other county departments and local agencies.

Staff coordinated a meeting with cities and owners of a large solar development project, Echo Solar, to discuss opportunities and challenges for workforce housing during construction of the

10,000-acre project. The developer estimates 600 construction workers in Morrow County over a 3–5-year period. The solar application is currently under review with the EFSC. Anyone interested in partnering with the developer to construct housing or RV park please contact Planning Director Tamra Mabbott.

### **Morrow County Heritage Trail**

Planner Stephanie Case and High School Intern Caren Cardenas continue to work on updating and replacing the Interpretive panels. Most recently they secured cost estimates for design content and panel production. Next steps will be to develop 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 [scase@co.morrow.or.us](mailto:scase@co.morrow.or.us) or (541) 922-4624 Ext 5506.

Staff is working with Ducote Consulting on planning grant applications to update the Heritage Trail Concept Plan. If approved, the project would include landscape design and preliminary engineering.



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

After meetings with Heppner City Council and community members and Lexington Town Council and community members, Points Consulting is finalizing the Buildable Lands Inventory (BLI) for employment lands (industrial and commercial zoned properties). The BLI will also include an analysis of projected employment growth – which is always challenging to reconcile with US Census population projections. The next phase of the work will also include a draft Goal 9 Economic Development code update for each city. A meeting in Lone is scheduled for April 18<sup>th</sup>.

### **Data Centers**

Multiple data center projects are underway in the Boardman area. Each new data center now undergoes a pre-application meeting to foster a smoother process for permitting and for interagency review. Each data center also is required to provide a Traffic Impact Analysis (TIA). Staff have been working with AWS and County Legal Counsel on an agreement to defer a traffic study and combine traffic evaluation of multiple campuses into a single review given three data centers are in close proximity in the Port of Morrow Industrial Park. Parties agree that a combined study and associated improvements is more practical. Although the TIA will assess local access roads owned by the Port of Morrow, traffic will impact Highway 730 intersection and county

development standards require a TIA apply regardless of ownership. Coordination among the parties will continue until a final agreement is reached, which will be forwarded to Board of Commissioner for final approval.

### **Building Inspection Program**

Staff is working with city staff on an amendment/update to the City of Boardman – Morrow County Intergovernmental Agreement (IGA) to continue the program.

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

Morrow and Umatilla County Planning Directors are coordinating 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). The lands are primarily in Umatilla County and a small portion is in Morrow County.

### **Access to Transportation – Rural Transit Equity (RTE) Pilot Project**

Friday, April 7<sup>th</sup> was the deadline for surveys, although a few surveys are still coming in and will be added to results which are being tallied and evaluated by faculty and staff from Eastern Oregon University and the Rural Engagement and Vitality (REV) center. See attached sheet for more information about EOU's REV Program. A preliminary report will be presented to the Technical Advisory Committee on April 25<sup>th</sup>. Planning and Transportation/Transit staff are collaborating 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.

<https://www.co.morrow.or.us/planning/page/morrow-county-transportation-survey>

### **WATER**

GSI Water Solutions Inc., continues contractual work for Morrow County. Recruitment is underway for people to serve on the charter Water Advisory Committee. The scope of the water committee is not well defined however, generally the intent is to evaluate water quality and quantity and to advise the Board of Commissioners on policy and technical matters with the professional assistance of GSI Water Solutions. The first task for the charter committee will be to review draft papers on water quality, water quantity and drinking water. Persons interested in serving on the committee are encouraged to contact the Planning Director. Initial appointments to the committee are expected at the April 19<sup>th</sup> Board meeting, however, committee membership may expand later.

### **Drinking Water**

Planning and Public Health Directors are working with GSI Water Solutions to submit 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

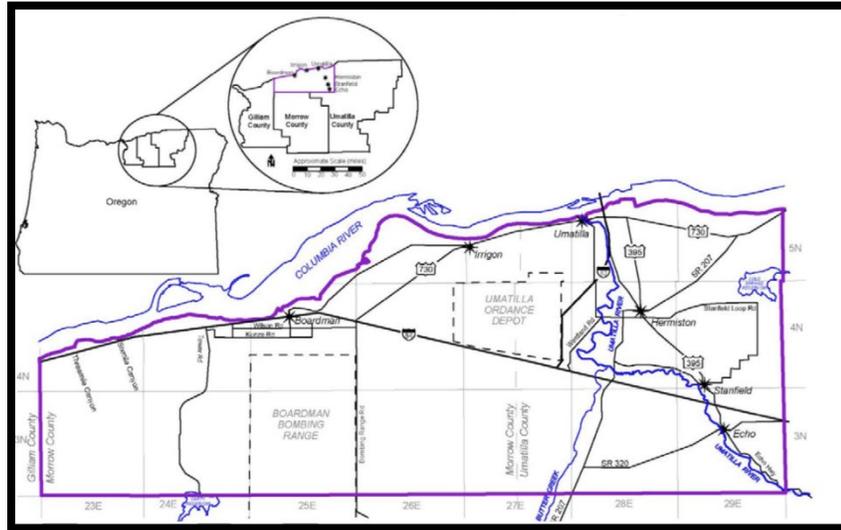
engineering work funded with the 2022 earmark. The cities of Irrigon and Boardman have agreed to participate in preliminary feasibility for water system expansion.

### **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.

### **LUBGWMA**

Commissioner Drago and Planning Director Mabbott participated in the Lower Umatilla Basin Groundwater Management Area (LUBGWMA) Committee meeting and engaged in follow up conversations with Umatilla County including meeting with an engineering firm to ascertain the suite of technical solutions available to remove nitrates. Parties recognize



this effort is ambitious and requires a long-term commitment of time and resources. The attached flow chart illustrates various LUBGWMA efforts underway in both counties.

The purpose of the LUBGWMA is to study the source of nitrate contamination, identify solutions to remediate the nitrates and then encourage implementation of programs to reduce nitrates. The LUBGWMA has been in place since 1990 when the Oregon Legislature designated the LUBGWMA due to high levels of nitrates in north Morrow and west Umatilla County. The LUBGWMA website has a lot of excellent background information. <https://lubgwma.org/>

### **Code Compliance**

With the weather improving the Compliance Planner has been able to go out and make several site visits with property owners. This has allowed the Compliance Planner to talk options with the property owners on how they can clean up their property effectively as a way to open up communication and get properties into compliance. Staff is moving forward on our Neighborhood approach to Compliance with letters set to be mailed out to 3 neighborhoods. There has been an increase in Home Occupations, specifically trucking companies coming into residential zones and we believe this neighborhood approach will help with getting resources and information out.

Pending Cases:

- 3 new complaints- RVs as dwelling, junk & debris, solid waste and vehicle storage
- 1 complaint- RV as a dwelling, junk and debris on property.
- 2 complaint- Vehicle Storage & Solid Waste
- 2 Closed Complaints- RV as a dwelling, Junk & Debris

- 1 Complaint- Compliance achieved RV removed from property.
- 1 Complaint- Compliance achieved with clean-up of Junk and Debris.
- Communicating with 18 non-permitted trucking business operations located in residential
- 2 Conditional Use Permits for Home occupations to go before Planning Commission April 25<sup>th</sup>, 2023 for reconsideration.
- Other outstanding/ongoing cases – 34

### **Oregon Legislature**

Staff continue to monitor land use and other natural resource bills. Laws, budgets and programs to increase the production of housing in Oregon are hot topics this legislative session, which has presented opportunities for staff to advocate for capacity and infrastructure funding for small cities, reasonable requirements for permitting dwellings and RV's in EFU-zone areas of the county, among other issues. Planning and Public Health Directors collaborated on a water testing and reporting Bill that would provide value for both public health and for understanding nitrates in the LUBGWMA.

**Natural Hazard Mitigation Plan (NHMP) Update** is mid-way through the process to update the countywide plan. All five cities are participating and will have an "Annex" to adopt. Steering Committee, including county staff, fire districts, stakeholders and cities from South Morrow County, held a meeting in Lexington on February 21<sup>st</sup>. The project consultant is Susan Millhauser from the Oregon Department of Land Conservation and Development (DLCD). Stephen Wrecsics, GIS Planning Tech the county project lead, stepping in for Paul Gray, Emergency Manager. Stephen is also providing maps for the project. The next Steering Committee meeting is scheduled for March 21<sup>st</sup> in Irrigon at the North Morrow Annex. Anyone interested in natural hazards or persons who have mitigation projects to consider are encouraged to attend the meeting. Project is scheduled to be complete January 2024.

### **Housing**

In addition to declaring a state of emergency on housing and homelessness, Governor Kotek appointed a Committee on Housing and Homelessness. Local planner JD Tovey, Director of the Confederated Tribes of the Umatilla Indian Reservation (CTUIR) was tapped to serve as co-chair. Congratulations to JD and CTUIR! Planning Director met with Mr. Tovey to share ideas about housing challenges in Morrow County, in particular financing for infrastructure in the small cities in the Willow Creek Valley. Morrow County and rural Eastern Oregon is fortunate to have JD serve in this role.

# LUBGWMA Building Blocks to Solutions

• Post Doc Research  
(State Funded)



..... LUBGWMA Committee

..... Department of Environmental Quality  
Umatilla & Morrow County  
Oregon State University



..... CDS - \$1.7 M to Umatilla & Morrow  
(Federally Funded)

..... CDS - \$2.3 M Requested by Morrow  
Phase II Engineering of Alternatives  
(Federal Funding Pending)



..... OHA Testing/Treatment - ~\$881 K  
(State Funded, E-Board)

80% Testing Umatilla County  
20% Testing Morrow County  
20% Treatment Umatilla County  
80% Treatment Morrow County

..... Well Testing - Counties  
(Public Health Modernization Fund)

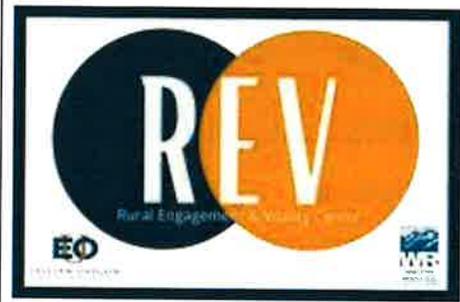
..... Hardware/Filters - Morrow County  
(Privately Funded)



# Rural Engagement and Vitality Center

A partnership of Eastern Oregon University and  
Wallowa Resources

## 2022 Highlights



Launched in January 2020, the REV was created to develop and facilitate partnerships between Eastern Oregon University (EOU) and communities and organizations in eastern Oregon to enhance the vitality of the region and develop tomorrow's rural workforce and leaders. As we enter the fourth year of the program, the REV is in an expansion phase. In the Fall of 2022, we hired a second staff member and we will incorporate as an independent nonprofit LLC on January 1, 2023 under the joint ownership of EOU and Wallowa Resources. Founding staff member, Julie Keniry, has taken a new position at EOU and we are currently accepting applications for an Executive Director.



14

Internships



17

Projects



30

Partners

## Cultivating vibrant and prosperous rural communities in Eastern Oregon

**Developing tomorrow's workforce and leaders:** *Prepare the next generation of rural leaders to cultivate community and economic development. Increase rural workforce capacity through internship and project-based opportunities linking students to career and service-learning work in communities.*

**Enhancing community innovation and resiliency:** *Engage rural communities in developing long-term social and economic strategies based on their assets and values. Generate the knowledge needed to overcome the obstacles and emerging issues facing rural communities and increase engagement in solution-oriented processes. Foster the long-term sustainability of working landscapes for the ecological, social, and economic wellbeing of the region.*

**Magnifying rural voice and resources:** *Enhance the rural voice at the state and federal level, partnering to support a coordinated voice. Leverage and enhance existing resources and capacity by networking and coordinating resources and initiatives in and among communities to support focused, collaborative regional solutions.*

The mission of the Rural Engagement and Vitality Center (REV) is to create partnerships between Eastern Oregon University and entities in eastern Oregon to enhance the vitality of the region and develop tomorrow's rural workforce and leaders

## 2022 REV Recognition and Leadership

- The REV was asked to provide facilitation services for the Blues Intergovernmental Council in Fall 2022.
- The REV is recognized as a rural leader by The Ford Family Foundation and has been offered funds in 2023 to support the hiring of an Executive Director.

## Current Activities

	Project	Description	EOU involvement	2023 Activities
1	<b>BIC Facilitation</b>	Facilitation services provided for the Blues Intergovernmental Council (BIC)	1 faculty 1 student	Provide facilitation for monthly meetings and public engagement sessions
2	<b>BIC Socioeconomic Profiles</b>	Partner-driven project to provide county-level profiles for 14 counties connected to the Blue Mountains forest region	2 faculty	Final report was completed in Fall 2022 with minor edits anticipated in early 2023
	<b>Cottonwood Crossing</b>	Program launched in 2015 as partnership between EOU, Oregon Parks and Recreation, and Oregon Parks Forever. The program for teachers was launched in 2022.		
3	<b>CCSI</b>	EOU field studies course for high school students providing experiential career-connected learning and recruitment to EOU	3 faculty 4 students	Planning regular event in June 2023
4	<b>CCTI</b>	EOU college of education field studies course for rural teachers.	3 faculty	Planning second event in June 2023
5	<b>East Moraine Community Forest</b>	Partner-driven project to provide survey data and analysis	1 faculty students (class)	Support survey work
6	<b>Euvalcree Data Analysis</b>	Partner-driven project to provide survey data analysis to understand member community needs	1 faculty 1 student	Housing survey analysis in Umatilla county
7	<b>GO-ASAP</b>	After school program for middle school students to provide healthy outdoor life skills and motivate students to participate in life opportunities.	1 faculty 4 students	Second session planned for Spring 2023
8	<b>Lewis &amp; Clark</b>	Provide connection to a rural partner/project for Environmental Studies class at Lewis & Clark		Select one partner/project for Fall 2023
9	<b>Macroinvertebrate monitoring</b>	Partner-driven project to provide macroinvertebrate monitoring at Thirtymile Creek.	1 faculty 1 student	Four sampling periods planned with accompanying data analysis
	<b>Northern Blues All Lands Partnership</b>	Regional partnership working on forest restoration and recently funded through CFLRP. This project replaces the original commitment to the Eagle Cap Partnership.		
10	<b>Socioeconomic monitoring</b>	Partner-driven project to provide socioeconomic monitoring	3 faculty students (unknown)	Provide socioeconomic monitoring for CFLR reporting
11	<b>Sustainable Rural Systems</b>	EOU degree program working with multiple community partners. The REV provides connections to partners for both class projects and student leadership.	3 faculty students (class)	Continue providing connections and opportunities and promoting on social media
12	<b>OTREN</b>	Partner-driven project to provide faculty expertise in surveys and data analysis for the purpose of understanding the professional development needs of rural K-12 teachers for the Oregon Trail Regional Educator Network	1 faculty	Development of evaluation methods and analysis of professional development opportunities
13	<b>Regional Innovation Hub</b>	Planning grant to apply for Hub designation and develop an innovation network		Research innovation services and needs for industry and entrepreneurs
14	<b>Rural Transportation Equity</b>	Working with Morrow County and Euvalcree to survey community members and plan public transportation options for residents and employees	1 faculty 1 student	Facilitate team members and coordinate activities
15	<b>Urban Rural Ambassadors</b>	EOU course offered in collaboration with Portland State University and the National Policy Consensus Council.	1 faculty students (class)	Facilitate collaboration and provide rural connections to meet course objectives



**At EOU:**

- The REV works with every college
- Engaged 10 different faculty in partner-driven projects (seven paid contracts)
- Facilitated 14 paid student internships in 2022
- Supported two EOU course integrations with community partners

Media	2020	2021	2022
Facebook*	0	51	65
Instagram*	0	124	169
Linkedin*	0	44	54
Website**	800	1300	1.8K

\* followers  
\*\*annual visits

**In the community:**

- Works with over 30 different regional and statewide partner organizations

**In the university community engagement network:**

- Member of EPIC-N
- Partner with University of Oregon's Sustainable City Year Program

**Partnerships and Support for the REV**

**2022 Project Funding Highlights (Awards often support work over more than one fiscal year)**

All Lands Partnership \$10,000 (Socioeconomic Monitoring)
Business Oregon \$104,000 (Regional Innovation Hub)
Department of Land Conservation and Development \$93,800 (Rural Transportation Equity)
Eastern Oregon Counties Association \$56,639 (BIC Facilitation)
Gilliam County Soil & Water Conservation District \$47,228 (Macro Monitoring)
La Grande School District \$5,000 (GO-ASAP)
Oregon Community Foundation \$11,492 (CCSI)
Oregon Department of Education \$33,300 (Cottonwood Canyon Teacher Institute)
Oregon Parks and Recreation \$3,000 (CCSI)
Oregon Parks Forever \$1,500 (CCSI)
Scholarship, Internship, and/or faculty funding given directly to participants
Arlington SD – CCSI tuition and fees
Baker Launch Pad – 1 internship
Crook County SD – CCSI tuition and fees
EOU Peak Internship – 1 internship
Euvalcree – internship and faculty stipend
La Grande SD – CCSI tuition and fees
Oregon Parks Forever – CCSI scholarships

Glen G. Diehl  
Justice of the Peace

---



**MORROW COUNTY JUSTICE COURT**

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

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

March, 2023

**Justice Court**  
**Quarterly report**  
**1st quarter**  
**2023**

**1. Distribution of Fines and Assessments for the months of: January, February, and March, 2023**

Please see attached

**2. Challenges in our new environment.**

- a. It is slowly getting better but, the Court continues to struggle with getting defendants to appear in court and / or pay their fines. I am hopeful that as we continue to emerge from the COVID lockdowns and the associated mindset, we will continue to see an improvement in this area.
- b. One of the downsides of emerging from the Pandemic is a huge backlog of cases that were not previously filed. Now we find ourselves following the rest of the State in overwhelming our Criminal defense attorneys. This has not only reduced the number of new criminal cases the Court can hear but has also put a hold on our ability to proceed with establishing a new Treatment Court.

**3. What's new.**

- a. I am excited to announce that In April this year both Court Reporters will be attending their first trainings in almost four years. The training will include Legal updates, Jury Trial Coordination and New laws coming out. This training will also allow them the opportunity to develop relationships with Clerks from different Courts throughout the state and share ways to stream line the Court process.

Thank you

Glen G. Diehl  
Justice of the Peace

IRRIGON IRRIGON COURT  
 215 NE MAIN PO BOX 130  
 IRRIGON, OREGON 97844

JCDIS2

DISTRIBUTION OF FINES AND ASSESSMENTS  
 1/01/23 - 1/31/23

DOCKET CODE/ DESCRIPTION	TOTAL AMOUNT	CITY SHARE	COURT COSTS	COUNTY SHARE	JAIL ASSESS	STATE SHARE	IDP FEES	LEMLA	SUPPL. ASSESS	ALL OTHER
* SMALL CLAIMS	37.00	.00	37.00	.00	.00	.00	.00	.00	.00	.00
I CITY OF BOARDMA	96.00	.00	25.00	49.00	13.00	2.00	.00	2.00	2.00	3.00
O COUNTY OFFICER	11800.42	.00	664.60	8958.00	629.58	37.00	.00	2.00	77.76	1431.48
T STATE OFFICER	4454.36	.00	.00	1587.86	272.00	1585.50	.00	.00	34.00	975.00
Z DUII	1515.00	.00	545.00	784.00	32.00	.00	.00	.00	4.00	150.00
W STATE WEIGHMAST	200.00	.00	.00	100.00	.00	100.00	.00	.00	.00	.00
V MISD.	1346.50	.00	60.50	585.50	32.00	50.00	.00	.00	4.00	614.50
D ANIMAL VIOLATIO	375.00	.00	.00	307.00	16.00	.00	.00	.00	2.00	50.00
** COLUMN TOTALS **	19824.28 *	.00 *	1332.10 *	12371.36 *	994.58 *	1774.50 *	.00 *	4.00 *	123.76 *	3223.98 *

CITY SHARE BREAKDOWN

FINE SHARE.....	.00
COURT COSTS.....	.00
CLERK COSTS.....	.00
SUPPL ASSESS.....	.00
NON-COST COURT...	.00
COURT SECURITY...	.00
TOTAL CITY	.00 **

COUNTY SHARE BREAKDOWN

FINE SHARE.....	12323.36
COURT COSTS.....	82.00
CLERK COSTS.....	.00
JAIL 60% .....	18.60
SUPPL ASSESS.....	123.76
JAIL HB2562.....	963.58
NON-COST COURT...	714.60
SMALL CLAIMS.....	.00
COURT SECURITY...	.00
OFFENSE SURCHG...	48.00
ATTORNEY FEES.....	535.50
TOTAL COUNTY	14809.40 **

STATE SHARE BREAKDOWN

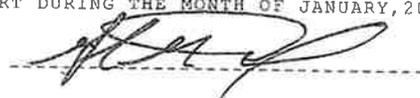
FINE SHARE.....	1685.50
UNITARY AS.....	89.00
DMV FEES.....	.00
STATE MISC .....	.00
DWS CONV FEE.....	.00
STATE OBLIG .....	.00
VICTIM ASSIST.....	.00
JAIL 40% .....	12.40
LEMLA.....	4.00
IDP.....	.00
COURT SECURITY...	8.00
SECTION 6B-CFA	2636.48
TOTAL STATE	4435.38 **

MISCELLANEOUS OTHER

OTHER.....	.00
COMP. FINES.....	.00
RESTITUTION.....	579.50
REFUNDS.....	53.00
COLL. AGY. ....	.00

I CERTIFY THAT THIS IS A TRUE STATEMENT OF FINES LEVIED AND COLLECTED AND BAIL BONDS FORFEITED IN THIS COURT DURING THE MONTH OF JANUARY, 2023

SIGNED



TITLE--JUSTICE CT JUDGE DATE 2/01/23

IRRIGON IRRIGON COURT  
 215 NE MAIN PO BOX 130  
 IRRIGON, OREGON 97844

JCDIS2

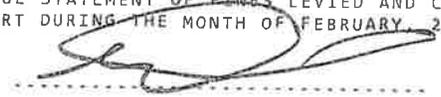
DISTRIBUTION OF FINES AND ASSESSMENTS  
 2/01/23 - 2/28/23

DOCKET CODE/ DESCRIPTION	TOTAL AMOUNT	CITY SHARE	COURT COSTS	COUNTY SHARE	JAIL ASSESS	STATE SHARE	IDP FEES	LEMLA	SUPPL. ASSESS	ALL OTHER
* SMALL CLAIMS	125.00	.00	125.00	.00	.00	.00	.00	.00	.00	.00
O COUNTY OFFICER	10268.40	.00	699.00	7119.18	640.00	159.50	.00	.00	.00	.00
T STATE OFFICER	6205.64	.00	.00	2604.64	272.00	2510.00	.00	6.00	76.00	1568.72
Z DUII	1593.00	.00	655.00	627.00	38.00	211.00	.00	.00	34.00	785.00
W STATE WEIGHMAST	540.00	.00	.00	236.00	16.00	236.00	.00	2.00	4.00	56.00
V MISD.	1435.00	.00	700.00	248.50	16.00	17.00	.00	.00	2.00	50.00
F MARIJUANA LESS	10.00	.00	.00	.00	10.00	.00	.00	.00	3.50	450.00
D ANIMAL VIOLATIO	100.00	.00	.00	82.00	16.00	.00	.00	.00	.00	.00
** COLUMN TOTALS **	20277.04 *	.00 *	2179.00 *	10917.32 *	1008.00 *	3133.50 *	.00 *	8.00 *	121.50 *	2909.72 *

CITY SHARE BREAKDOWN	COUNTY SHARE BREAKDOWN	STATE SHARE BREAKDOWN	MISCELLANEOUS OTHER
FINE SHARE.....	FINE SHARE.....	FINE SHARE.....	OTHER.....
COURT COSTS.....	COURT COSTS.....	UNITARY AS.....	COMP. FINES.....
CLERK COSTS.....	CLERK COSTS.....	DMV FEES.....	RESTITUTION.....
	JAIL 60% .....	STATE MISC.....	
SUPPL ASSESS.....	SUPPL ASSESS.....	DWS CONV FEE.....	
	JAIL HB2562.....	STATE OBLIG.....	
NON-COST COURT...	NON-COST COURT...	VICTIM ASSIST.....	
	SMALL CLAIMS.....		
COURT SECURITY...	COURT SECURITY....	JAIL 40% .....	REFUNDS.....
	ATTORNEY FEES.....	LEMLA.....	COLL. AGY.....
TOTAL CITY	TOTAL COUNTY	IDP.....	
		COURT SECURITY...	
		SECTION 6B-CFA	
		TOTAL STATE	

I CERTIFY THAT THIS IS A TRUE STATEMENT OF FINES LEVIED AND COLLECTED AND BAIL BONDS FORFEITED IN THIS COURT DURING THE MONTH OF FEBRUARY, 2023

SIGNED



TITLE--JUSTICE CT JUDGE DATE 3/06/23

IRRIGON IRRIGON COURT  
 215 NE MAIN PO BOX 130  
 IRRIGON, OREGON 97844

JCDIS2

DISTRIBUTION OF FINES AND ASSESSMENTS  
 3/01/23 - 3/31/23

DOCKET CODE/ DESCRIPTION	TOTAL AMOUNT	CITY SHARE	COURT COSTS	COUNTY SHARE	JAIL ASSESS	STATE SHARE	IDP FEES	LEMLA	SUPPL. ASSESS	ALL OTHER
* SMALL CLAIMS	250.00	.00	250.00	.00	.00	.00	.00	.00	.00	.00
O COUNTY OFFICER	9312.40	.00	179.00	6814.64	508.00	37.00	.00	.00	64.00	1709.76
T STATE OFFICER	3730.00	.00	97.00	1355.00	224.00	1347.00	.00	.00	32.00	675.00
Z DUII	1880.00	.00	680.00	1014.00	32.00	.00	.00	.00	4.00	150.00
V MISD.	7970.42	.00	510.00	1094.32	86.00	.00	.00	5.00	6.00	6269.10
C MIP/FURNISHING	64.00	.00	.00	32.00	22.00	.00	.00	2.00	2.00	6.00
D ANIMAL VIOLATIO	246.74	.00	50.00	160.74	32.00	.00	.00	.00	4.00	.00
** COLUMN TOTALS **	23453.56 *	.00 *	1766.00 *	10470.70 *	904.00 *	1384.00 *	.00 *	7.00 *	112.00 *	8809.86 *

CITY SHARE BREAKDOWN

COUNTY SHARE BREAKDOWN

STATE SHARE BREAKDOWN

MISCELLANEOUS OTHER

FINE SHARE.....	.00	FINE SHARE.....	10467.70	FINE SHARE.....	1347.00	OTHER.....	.00
COURT COSTS.....	.00	COURT COSTS.....	295.00	UNITARY AS.....	37.00	COMP. FINES.....	60.00
CLERK COSTS.....	.00	CLERK COSTS.....	.00	DMV FEES.....	.00	RESTITUTION.....	6206.10
SUPPL ASSESS.....	.00	JAIL 60% .....	45.60	STATE MISC .....	.00		
NON-COST COURT...	.00	SUPPL ASSESS.....	112.00	DWS CONV FEE.....	.00		
COURT SECURITY...	.00	JAIL HB2562.....	828.00	STATE OBLIG .....	.00		
		NON-COST COURT...	411.00	VICTIM ASSIST.....	.00	REFUNDS.....	113.90
		SMALL CLAIMS.....	.00	JAIL 40% .....	30.40	COLL. AGY .....	.00
		COURT SECURITY....	.00	LEMLA.....	7.00		
		OFFENSE SURCHG....	3.00	IDP.....	.00		
		ATTORNEY FEES.....	1060.00	COURT SECURITY....	13.00		
TOTAL CITY	.00 **	TOTAL COUNTY	13222.30 **	SECTION 6B-CFA	2530.76		
				TOTAL STATE	3965.16 **		

I CERTIFY THAT THIS IS A TRUE STATEMENT OF FINES LEVIED AND COLLECTED AND BAIL BONDS FORFEITED IN THIS COURT DURING THE MONTH OF MARCH, 2023

SIGNED



TITLE--JUSTICE CT JUDGE DATE 4/05/23

6e

1/15/23

Morrow County Fair Report:

Bull riding event was very successful bringing in over 800 people for the day. Heard lots of positive feed back and people look forward to next year.

Working on book entertainment for fair.

Will start working on sponsorship letters for fair, premium book and all the other things.

Ann is still working during the evenings to keep things going.

Goal is to have as much of fair booked and completed as soon as possible.

Fair board would like to set up a meeting with the Commissioners to talk with them about the money we have for infrastructure and building improvements.

Fair week for 2023: August 13-19

6f



## MORROW COUNTY EMERGENCY MANAGEMENT

110 N Court St  
Heppner, OR 97836  
Phone: (541)676-5605

H Paul Gray  
Emergency Manager

**17 April 2023**

### **Third Quarter activities within Emergency Management**

1. In January, continued the Natural Hazards Mitigation Plan Committee Meetings. Mid-month gave back the duties to the Planning Department to continue the facilitation with the State.
2. Handed off all nitrate recovery operations to Public Health and assisted Director Canaday for two months with water deliveries, payment, and reimbursement through the Oregon Department of Human Services, Office of Resiliency and Emergency Management.
3. Completed K289, the State Volunteer and Donations Management Course.
4. Completed K431, Understanding EMAC Course.
5. In March, attended the Oregon Department of Emergency Management Oregon Preparedness Conference.
6. Through the third quarter, attended State Homeland Security Grant Webinars on new information for the grant process.
7. Worked with Harney County on an Eastern Oregon Congressional Directed Spending Bill for communications that will connect all Eastern Oregon PSAP's with a radio frequency during disasters where phone communications are disabled for extended periods of time.
8. Received paperwork to complete last year's Congressional Directed Spending Bill for the Primary Emergency Operations Center Generator for the Bartholomew Building.

H Paul Gray

69

# Juvenile Department Quarterly Report to the Board of County Commissioners

Director: Christy Kenny

Report Date: April 14, 2023

## Updates/Notes

I have completed the Morrow County Juvenile Crime Prevention (JCP) grant application for the 23-25 biennium and submitted that to the Youth Development Division (YDD) for approval. We plan to use those funds to continue to support the Made to Thrive Program as well as helping pay for haircuts, hygiene products and clothing through a local barber. These dollars are to be used for youth ages 8-17 in hopes that they engage in pro-social activities, increase self-esteem and try to divert these youth from entering the juvenile justice system. This plan has been presented and approved by our Local Public Safety Coordinating Council.

We still have funds remaining from the 21-23 JCP plan and YDD has approved my amendment to our current plan to give the OSU Extension Services and Willow Creek Park District these funds to be used to help pay for pool passes, summer camps and supplies.

I am also working on the 23-25 JCP Basic and Diversion plan that provides funding to juvenile departments through the Oregon Youth Authority (OYA) to support basic infrastructure for juvenile justice services. Historically we have used a majority of these dollars to help pay for the use of detention. We also use these dollars to pay for evaluations/treatment and have created an incentive program and restitution program for our youth.

Beginning July 1, 2023, the daily bed rate for NORCOR's juvenile detention facility will be increasing to \$198 per day. In 2022 the daily rate was \$185 per day.

On May 24<sup>th</sup> and 25<sup>th</sup> our office will be hosting the quarterly Central Eastern Oregon Juvenile Justice Consortium (CEOJJC) meeting in Boardman. This meeting is held at differently locations throughout the Central and Eastern regions and is comprised of 17 county juvenile directors as well as OYA supervisors and YDD staff.

Respectfully submitted by:   
Christy Kenny, Juvenile Department Director

## Referral Report by Referral Received Date

Referrals grouped by Crime Group, ORS Chapter and Offense Group based on highest severity allegation on the referral

**Original Referral County:** Morrow  
**Start Date:** 1/1/2023  
**End Date:** 3/31/2023

Crime Group	Total		Gender			Age at Referral			Race/Ethnicity					
	#	% of Grand	F	M	U	< 13	13 to 15	> 15	Afr Amer	Asian	Hisp	Native Amer	Other	White
<b><u>Criminal</u></b>														
<b>Fraud/Decp</b>														
Misc. Fraud or Deception	1		0	1	0	0	0	1	0	0	0	0	0	1
<b>Total</b>	<b>1</b>		<b>0</b>	<b>1</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>1</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>1</b>
<b>Person</b>														
Assault	2		1	1	0	0	1	1	0	0	1	0	0	1
Coercion	1		0	1	0	0	0	1	0	0	0	0	0	1
<b>Total</b>	<b>3</b>		<b>1</b>	<b>2</b>	<b>0</b>	<b>0</b>	<b>1</b>	<b>2</b>	<b>0</b>	<b>0</b>	<b>1</b>	<b>0</b>	<b>0</b>	<b>2</b>
<b>Property</b>														
Criminal Mischief	2		1	1	0	1	0	1	0	0	0	0	0	2
Theft	2		1	1	0	0	1	1	0	0	1	0	0	1
<b>Total</b>	<b>4</b>		<b>2</b>	<b>2</b>	<b>0</b>	<b>1</b>	<b>1</b>	<b>2</b>	<b>0</b>	<b>0</b>	<b>1</b>	<b>0</b>	<b>0</b>	<b>3</b>
<b>Public Order/Firearm/Weapons</b>														
Disorderly Conduct	2		0	2	0	0	2	0	0	0	2	0	0	0
Harassment	3		2	1	0	0	0	3	0	0	0	0	0	3
<b>Total</b>	<b>5</b>		<b>2</b>	<b>3</b>	<b>0</b>	<b>0</b>	<b>2</b>	<b>3</b>	<b>0</b>	<b>0</b>	<b>2</b>	<b>0</b>	<b>0</b>	<b>3</b>
<b>Total Criminal</b>	<b>13</b>	<b>100.0%</b>	<b>5</b>	<b>8</b>	<b>0</b>	<b>1</b>	<b>4</b>	<b>8</b>	<b>0</b>	<b>0</b>	<b>4</b>	<b>0</b>	<b>0</b>	<b>9</b>
% of Demographic	100%		38.5%	61.5%	0.0%	7.7%	30.8%	61.5%	0.0%	0.0%	30.8%	0.0%	0.0%	69.2%
<b>Total Referrals</b>	<b>13</b>	<b>100%</b>	<b>5</b>	<b>8</b>	<b>0</b>	<b>1</b>	<b>4</b>	<b>8</b>	<b>0</b>	<b>0</b>	<b>4</b>	<b>0</b>	<b>0</b>	<b>9</b>
% of Demographic	100%		38.5%	61.5%	0.0%	7.7%	30.8%	61.5%	0.0%	0.0%	30.8%	0.0%	0.0%	69.2%

**Unduplicated Count of Youth: 12**

### ORS Type by ORS Class Code

ORS Type	A	B	C	Total Referrals
Felony	0	0	2	2
Misdemeanor	2	5	4	11
<b>Total Referrals</b>	<b>2</b>	<b>5</b>	<b>6</b>	<b>13</b>



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

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

See attached report

**2. FISCAL IMPACT:**

N/A

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

N/A

Attach additional background documentation as needed.





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

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

Written report for Board of Commissioners review.

**2. FISCAL IMPACT:**

n/a

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

Review

Attach additional background documentation as needed.

## COUNTY VETERANS' SERVICES PROGRAM QUARTERLY REPORT OF ACTIVITIES

### Important Submission Instructions

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

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

Submit to: Oregon Department of Veterans' Affairs Statewide Veteran Services 700 Summer Street NE Salem, Oregon 97301-1285	<input type="checkbox"/> 1 <sup>st</sup> Quarter (July, August, September) <input type="checkbox"/> 2 <sup>nd</sup> Quarter (October, November, December) <input checked="" type="checkbox"/> 3 <sup>rd</sup> Quarter (January, February, March) <input type="checkbox"/> 4 <sup>th</sup> Quarter (April, May, June)
Name of County	Time Period
MORROW	July 1, 2022 through June 30, 2023

### INTERVIEW PROCESS

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

Total In-Office Interviews	Total Out-of-Office Interviews	Total Interviews for Quarter
16, 85 *	2	103

### CLAIMS/APPEALS/BENEFIT AWARDS

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

Original USDVA Form 526, 527, or 534 filed this quarter:	13
Original USDVA Form 1010EZ/1010EZR (enrollment for health care) filed:	10
USDVA Form 20-0995 (decision review/supplemental claim) filed:	2
NOD/VA Form 9/VA Form 0996/VA Form 10182 filed:	1
Total Amounts this Qtr (new monthly awards): \$ 7,397.82	Retroactive Awards for the Quarter: \$91,383.93

### OUTREACH CONDUCTED

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

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

Location of Event	Other Departments/services Attending	Approximate Number of People Attending
Irrigon	Sheriff P&P CCS	10
virtual	Health care, mental health, educators	20+
virtual	Community service providers	12

## COUNTY VETERANS' SERVICES PROGRAM QUARTERLY REPORT OF ACTIVITIES

OTHER SERVICES PERFORMED
Other services performed outside of applications for VA benefits. For example: assistance with housing, clothing allowance, VA medical billing issues, transportation solutions, overpayment, assistance applying for other benefits (e. g., SSI), etc.
Request vital records, assist with housing resources, refer to Veterans service group, refer to state Dental program
Request food box for housebound vet, resolve complaints re: VA health care enrollment, assist private providers to request
Durable medical equipment from VA Health Care, request in home care, provide emergency VA notification
Notify VA health care & federal VA of veterans passing, warm line referrals, coordinate transportation. VA billing issues
VA Overpayment, OR Veterans Property Tax referral. Eligibility letters, referral to VSO when vet moved to another county
Provide burial benefit information, Apply for veterans DD214s & SMRs Assist with Vets Home application
correction of death certificate, research on various claimed conditions, reviewed VBMS on multiple cases
VA & VAHC notice of deaths
Please list below any veteran or non-veteran specific meetings attended. These meetings serve to get veteran information to other county offices, as well as assist the VSO to become familiar with services available outside the USDVA. Examples are Homeless Veteran Task Force, Rotary Club, Lions Club, Elks Club, or County Transportation Boards.
OCVSOA meeting, Project Community Connect, Board of Commissioners, Community Counselling Solutions,
Improving Veterans Services group, Walla Walla VAMC, Community Health Information Partnership
Walla Walla VAMC Staff, Congressional, VSO meetings, Directors meeting
Please list below any Conferences or Training events attended.
Question Persuade Refer (QPR) training, ODVA training, OCVSOA training
VA Benefits for Mental Disorders NVLSP webinar

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

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

APRIL 17, 2023



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**TO:** MORROW COUNTY BOARD OF COMMISSIONERS  
**FROM:** KEVIN INCE, FINANCE DIRECTOR & COUNTY ACCOUNTANT  
**SUBJECT:** **MARCH 2023 ACCOUNTS PAYABLE COMMISSIONERS REPORT**  
**CC:** ROBERTA LUTCHER, SABRINA BAILEY, KELSEY CROCKER, JAYLENE PAPINEAU

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The March 2023 Commissioners AP Report that is attached reflects all payments issued by Morrow County from March 1<sup>st</sup> through March 31<sup>st</sup>, 2023.

VENDOR NAME	DESCRIPTION	FUND	DEPARTMENT	AMOUNT
4 R EQUIPMENT, LLC	ROCK CRUSHING-165 CLARKS C	ROAD FUND	ROAD DEPARTMENT	140,538.35
	ROCK CRUSHING-165 CLARKS C	ROAD FUND	ROAD DEPARTMENT	95,680.92
	TOTAL:			236,219.27
911 SUPPLY INC.	RETURN-UNIFORM EXPENSE	GENERAL FUND	SHERIFF'S DEPARTMENT	70.00-
	UNIFORM EXPENSE	GENERAL FUND	SHERIFF'S DEPARTMENT	159.98
	UNIFORM EXPENSE	GENERAL FUND	SHERIFF'S DEPARTMENT	124.50
	UNIFORM EXPENSE	GENERAL FUND	SHERIFF'S DEPARTMENT	350.00
	UNIFORM EXPENSE	GENERAL FUND	SHERIFF'S DEPARTMENT	2,257.90
	UNIFORM EXPENSE	GENERAL FUND	SHERIFF'S DEPARTMENT	155.00
	UNIFORM EXPENSE	GENERAL FUND	SHERIFF'S DEPARTMENT	583.97
	UNIFORM EXPENSE	GENERAL FUND	SHERIFF'S DEPARTMENT	119.98
	UNIFORM EXPENSE	GENERAL FUND	SHERIFF'S DEPARTMENT	69.99
	UNIFORM EXPENSE	GENERAL FUND	SHERIFF'S DEPARTMENT	99.00
	UNIFORM EXPENSE	GENERAL FUND	SHERIFF'S DEPARTMENT	111.98
	UNIFORM EXPENSE	COMMUNITY CORRECTI	COMMUNITY CORRECTIONS	164.00
	TOTAL:			4,126.30
A-1 INDUSTRIAL SUPPLY	OHV/WIRE,PIPE,LABOR	PARK FUND	ATV PARK	65.72
	TOTAL:			65.72
ADAMS, JEFF	SEP 02 2022 INTERPRETER FE	GENERAL FUND	DISTRICT ATTORNEY	150.00
	SEP 02 2022 INTERPRETER FE	GENERAL FUND	DISTRICT ATTORNEY	100.00
	SEP 02 2022 MILEAGE FEE	GENERAL FUND	DISTRICT ATTORNEY	133.62
	SEP 27 2022 INTERPRETER FE	VICTIM/WITNESS ASS	DISTRICT ATTORNEY	150.00
	SEP 27 2022 INTERPRETER FE	VICTIM/WITNESS ASS	DISTRICT ATTORNEY	80.00
	SEP 27 2023 MILEAGE FEE	VICTIM/WITNESS ASS	DISTRICT ATTORNEY	104.80
	NOV 02 2022 INTERPRETER FE	VICTIM/WITNESS ASS	DISTRICT ATTORNEY	150.00
	NOV 02 2022 INTERPRETER FE	VICTIM/WITNESS ASS	DISTRICT ATTORNEY	63.00
	NOV 02 2022 MILEAGE FEE	VICTIM/WITNESS ASS	DISTRICT ATTORNEY	82.53
	NOV 11 2022 INTERPRETER FE	VICTIM/WITNESS ASS	DISTRICT ATTORNEY	150.00
	NOV 11 2022 INTERPRETER FE	VICTIM/WITNESS ASS	DISTRICT ATTORNEY	80.00
	NOV 11 2023 MILEAGE FEE	VICTIM/WITNESS ASS	DISTRICT ATTORNEY	104.80
TOTAL:			1,348.75	
ADVANCED BUSINESS INTERVENTION, INC.	SERVICES RENDERED/FEB 2023	ROAD FUND	ROAD DEPARTMENT	255.00
	TOTAL:			255.00
ADVANCED REPORTING LLC	SERVICES RENDERED/2CT	GENERAL FUND	NON-DEPARTMENTAL	807.17
	SERVICES RENDERED/2CT	GENERAL FUND	NON-DEPARTMENTAL	170.17
	TOTAL:			977.34
AFLAC	AFLAC	GENERAL FUND	NON-DEPARTMENTAL	4,182.03
	AFLAC	GENERAL FUND	NON-DEPARTMENTAL	1.11-
	AFLAC	GENERAL FUND	NON-DEPARTMENTAL	191.82-
	AFLAC	GENERAL FUND	NON-DEPARTMENTAL	9.73
	AFLAC	ROAD FUND	NON-DEPARTMENTAL	1,943.98
	AFLAC	911 EMERGENCY FUND	NON-DEPARTMENTAL	170.51
	AFLAC	SPEC TRANSPORTATIO	NON-DEPARTMENTAL	159.14
	AFLAC	PARK FUND	NON-DEPARTMENTAL	322.86
	AFLAC	COMMUNITY CORRECTI	NON-DEPARTMENTAL	165.88
	TOTAL:			6,761.20
AMAZON CAPITAL SERVICES	BOC/OFFICE SUPPLY	GENERAL FUND	BOARD OF COMMISSIONERS	27.81
	FINANACE/OFFICE SUPPLY	GENERAL FUND	ADMINISTRATIVE SERVICE	15.97
	HR/OFFICE SUPPLY	GENERAL FUND	ADMINISTRATIVE SERVICE	52.92

VENDOR NAME	DESCRIPTION	FUND	DEPARTMENT	AMOUNT
	CLERK/OFFICE SUPPLY	GENERAL FUND	COUNTY CLERK	29.99
	SHER OFF/UNIFORM EXPENSE	GENERAL FUND	SHERIFF'S DEPARTMENT	370.62
	HEALTH-SAFETY/OFFICE-MISC	GENERAL FUND	HEALTH DEPARTMENT	242.22
	HEALTH-SAFETY/OFFICE-MISC	GENERAL FUND	HEALTH DEPARTMENT	78.56
	PLANNING/OFFICE SUPPLY	GENERAL FUND	PLANNING DEPARTMENT	83.06
	PW-SAFE-WEED/OFFICE-SMTL-M	GENERAL FUND	WEED DEPT.	31.02
	PW-SAFE-WEED/OFFICE-SMTL-M	GENERAL FUND	WEED DEPT.	27.95
	MCPT/OFFICE SUPPLY	SPEC TRANSPORTATIO	SPECIAL TRANSPORTATION	151.12
	HEALTH-SAFETY/OFFICE-MISC	SAFETY COMMITTEE F	NON-DEPARTMENTAL	68.29
	PW-SAFE-WEED/OFFICE-SMTL-M	SAFETY COMMITTEE F	NON-DEPARTMENTAL	7.91
	PW-SAFE-WEED/OFFICE-SMTL-M	PARK FUND	CUTSFORTH PARK	120.43
	OHV/SCRN PROTECT RETURN	PARK FUND	ATV PARK	69.99-
	PW-SAFE-WEED/OFFICE-SMTL-M	PARK FUND	ATV PARK	139.98
	PW-SAFE-WEED/OFFICE-SMTL-M	PARK FUND	ATV PARK	728.00
	PW-SAFE-WEED/OFFICE-SMTL-M	PARK FUND	ATV PARK	50.98
			TOTAL:	2,156.84
AMERICAN AUTO BODY LLC	#22-400/PAINT REPAIR-FINAL	ROAD FUND	ROAD DEPARTMENT	4,312.92
			TOTAL:	4,312.92
AMERICAN PRINTING	ROAD SHOP WORK ORDERS/500C	ROAD FUND	ROAD DEPARTMENT	617.00
			TOTAL:	617.00
AMERICAN ROCK PRODUCTS	WINTER CONCRETE/7CY	ROAD FUND	ROAD DEPARTMENT	1,902.00
			TOTAL:	1,902.00
ANDERSON PERRY & ASSOCIATES, INC.	BOMBING RANGE/ENGINEER DES	ROAD FUND	ROAD DEPARTMENT	15,000.00
			TOTAL:	15,000.00
AOCIT	AOCIT	GENERAL FUND	NON-DEPARTMENTAL	96,801.85
	AOCIT	GENERAL FUND	NON-DEPARTMENTAL	0.27
	AOCIT	GENERAL FUND	NON-DEPARTMENTAL	73.50-
	AOCIT	GENERAL FUND	NON-DEPARTMENTAL	32.76-
	AOCIT	GENERAL FUND	NON-DEPARTMENTAL	16.62-
	AOCIT	GENERAL FUND	NON-DEPARTMENTAL	5,254.90
	AOCIT	ROAD FUND	NON-DEPARTMENTAL	34,796.03
	AOCIT	ROAD FUND	NON-DEPARTMENTAL	1,885.96
	AOCIT	911 EMERGENCY FUND	NON-DEPARTMENTAL	1,904.02
	AOCIT	911 EMERGENCY FUND	NON-DEPARTMENTAL	100.54
	AOCIT	SPEC TRANSPORTATIO	NON-DEPARTMENTAL	2,364.26
	AOCIT	SPEC TRANSPORTATIO	NON-DEPARTMENTAL	116.84
	AOCIT	VICTIM/WITNESS ASS	NON-DEPARTMENTAL	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	5310 - FTA GRANT F	NON-DEPARTMENTAL	827.62
	AOCIT	5310 - FTA GRANT F	NON-DEPARTMENTAL	45.76
	AOCIT	COMMUNITY CORRECTI	NON-DEPARTMENTAL	1,756.16
	AOCIT	COMMUNITY CORRECTI	NON-DEPARTMENTAL	80.62
			TOTAL:	152,742.09
ARAMARK UNIFORM SERVICES, INC	LAUNDRY SERVICE 2/07/23	ROAD FUND	ROAD DEPARTMENT	283.23
	LAUNDRY SERVICE 2/14/23	ROAD FUND	ROAD DEPARTMENT	283.23
	LAUNDRY SERVICE 2/21/23	ROAD FUND	ROAD DEPARTMENT	283.23
	LAUNDRY SERVICE 2/28/23	ROAD FUND	ROAD DEPARTMENT	289.68
			TOTAL:	1,139.37

VENDOR NAME	DESCRIPTION	FUND	DEPARTMENT	AMOUNT
ASD HEALTHCARE	PHARMACEUTICALS	GENERAL FUND	HEALTH DEPARTMENT	24.11
	PHARMACEUTICALS	GENERAL FUND	HEALTH DEPARTMENT	<u>19.93</u>
			TOTAL:	44.04
ASPEN DIGITAL SERVICES	PARKS BROCHURE/3CT	PARK FUND	CUTSFORTH PARK	1,173.14
	PARKS BROCHURE/3CT	PARK FUND	ANSON WRIGHT PARK	1,173.14
	PARKS BROCHURE/3CT	PARK FUND	ATV PARK	<u>1,173.14</u>
			TOTAL:	3,519.42
BADGE FRAME INC	CAREER PRESENTATION/MATLAC	SHERIFF'S RESERVE	SHERIFF DEPARTMENT	<u>800.11</u>
			TOTAL:	800.11
BAILEY HEAVY EQUIPMENT REPAIR INC	#1001/COOLANT REPAIR	ROAD FUND	ROAD DEPARTMENT	<u>72.50</u>
			TOTAL:	72.50
BERRETTA, EDWARD S	HEALTH OFFICER PYMT/MARCH	GENERAL FUND	HEALTH DEPARTMENT	300.00
	HEALTH OFFICER PYMT/MARCH	GENERAL FUND	HEALTH DEPARTMENT	<u>200.00</u>
			TOTAL:	500.00
BEST WESTERN HOOD RIVER INN	LODGING-BW/HOOD RIVER	ROAD FUND	ROAD DEPARTMENT	282.52
	LODGING-BW/HOODRIVER	ROAD FUND	ROAD DEPARTMENT	282.52
	LODGING-BW-HOOD RIVER	ROAD FUND	ROAD DEPARTMENT	282.52
	LODGING-BW/HOOD RIVER	ROAD FUND	ROAD DEPARTMENT	282.52
	LODGING-BW/HOOD RIVER	ROAD FUND	ROAD DEPARTMENT	<u>282.52</u>
			TOTAL:	1,412.60
BLUE MOUNTAIN BOTTLED WATER, INC.	HEALTH/NWE	GENERAL FUND	HEALTH DEPARTMENT	51.10
	HEALTH/NWE	GENERAL FUND	HEALTH DEPARTMENT	53.80
	HEALTH/NWE	GENERAL FUND	HEALTH DEPARTMENT	17.35
	HEALTH/NWE	GENERAL FUND	HEALTH DEPARTMENT	<u>41.10</u>
			TOTAL:	163.35
BMCC EDUCATION DIST	BMCC EDUCATION DIST	BLUE MT EDUC DISTR	BLUE MT EDUC DISTRICT	26,054.76
	BMCC EDUCATION DIST	BULE MT B & I	BLUE MT B & I	<u>7,754.45</u>
			TOTAL:	33,809.21
BOARDMAN CEMETERY DIST.	BOARDMAN CEMETERY DIST.	BOARDMAN CEMETERY	BOARDMAN CEMETERY	<u>763.92</u>
			TOTAL:	763.92
BOARDMAN FIRE & RESCUE DISTRICT	BOARDMAN FIRE & RESCUE DIS	BOARDMAN RFPD	BOARDMAN RFPD	24,381.12
	BOARDMAN FIRE & RESCUE DIS	BOARDMAN RFPD	BOARDMAN RFPD	<u>5,293.20</u>
			TOTAL:	29,674.32
BOARDMAN FOOD PANTRY	MONTHLY ALLOCATION/MARCH 2	GENERAL FUND	NON-DEPARTMENTAL	<u>2,777.00</u>
			TOTAL:	2,777.00
BOARDMAN PARK & REC DIST	MCCC GRANT 2023 AWARD	GENERAL FUND	NON-DEPARTMENTAL	2,000.00
	BOARDMAN PARK & REC DIST	BOARDMAN PARK	BOARDMAN PARK	8,052.55
	BOARDMAN PARK & REC DIST	BOARDMAN PARK B &	BOARDMAN PARK B & I	<u>9,823.34</u>
			TOTAL:	19,875.89
BOHN'S PRINTING, INC.	TREASURER ENVELOPES	GENERAL FUND	TREASURER	<u>498.79</u>
			TOTAL:	498.79
BOWLES, KRISTEN	REIMBURSE/ST PAT PARADE CA	SHERIFF'S RESERVE	SHERIFF DEPARTMENT	<u>311.13</u>
			TOTAL:	311.13

VENDOR NAME	DESCRIPTION	FUND	DEPARTMENT	AMOUNT
BREILING & VAN KIRK, ATTORNEY AT LAW,	SERVICES RENDERED/MAR 2023	GENERAL FUND	JUSTICE COURT	2,800.00
			TOTAL:	2,800.00
BURNT FIELD LLC	VETERANS/QPR TRAINING-MEAL	GENERAL FUND	VETERANS	88.00
			TOTAL:	88.00
CANON FINANCIAL SERVICES, INC.	FEB 2023 COPIER USE/10CT	GENERAL FUND	DISTRICT ATTORNEY	36.33
	COPIER USE 10CT/MAR 2023	GENERAL FUND	DISTRICT ATTORNEY	65.66
	FEB 2023 COPIER USE/10CT	GENERAL FUND	SHERIFF'S DEPARTMENT	43.50
	FEB 2023 COPIER USE/10CT	GENERAL FUND	SHERIFF'S DEPARTMENT	104.92
	COPIER USE 10CT/MAR 2023	GENERAL FUND	SHERIFF'S DEPARTMENT	50.76
	COPIER USE 10CT/MAR 2023	GENERAL FUND	SHERIFF'S DEPARTMENT	131.89
	COPIER USE 10CT/MAR 2023	GENERAL FUND	SHERIFF'S DEPARTMENT	116.56
	COPIER USE 10CT/MAR 2023	GENERAL FUND	SHERIFF'S DEPARTMENT	2.24
	FEB 2023 COPIER USE/10CT	GENERAL FUND	PUBLIC WORKS ADMIN	70.14
	COPIER USE 10CT/MAR 2023	GENERAL FUND	PUBLIC WORKS ADMIN	86.07
	FEB 2023 COPIER LEASE/11CT	GENERAL FUND	NON-DEPARTMENTAL	122.95
	FEB 2023 COPIER LEASE/11CT	GENERAL FUND	NON-DEPARTMENTAL	122.95
	FEB 2023 COPIER LEASE/11CT	GENERAL FUND	NON-DEPARTMENTAL	110.05
	FEB 2023 COPIER LEASE/11CT	GENERAL FUND	NON-DEPARTMENTAL	118.31
	FEB 2023 COPIER LEASE/11CT	GENERAL FUND	NON-DEPARTMENTAL	118.31
	FEB 2023 COPIER LEASE/11CT	GENERAL FUND	NON-DEPARTMENTAL	113.65
	FEB 2023 COPIER LEASE/11CT	GENERAL FUND	NON-DEPARTMENTAL	127.70
	FEB 2023 COPIER LEASE/11CT	GENERAL FUND	NON-DEPARTMENTAL	178.89
	FEB 2023 COPIER LEASE/11CT	GENERAL FUND	NON-DEPARTMENTAL	150.11
	FEB 2023 COPIER LEASE/11CT	GENERAL FUND	NON-DEPARTMENTAL	214.00
	FEB 2023 COPIER LEASE/11CT	GENERAL FUND	NON-DEPARTMENTAL	139.00
	FEB 2023 COPIER USE/10CT	GENERAL FUND	NON-DEPARTMENTAL	33.91
	FEB 2023 COPIER USE/10CT	GENERAL FUND	NON-DEPARTMENTAL	70.74
	FEB 2023 COPIER USE/10CT	GENERAL FUND	NON-DEPARTMENTAL	149.79
	FEB 2023 COPIER USE/10CT	GENERAL FUND	NON-DEPARTMENTAL	37.09
	FEB 2023 COPIER USE/10CT	GENERAL FUND	NON-DEPARTMENTAL	21.94
	FEB 2023 COPIER USE/10CT	GENERAL FUND	NON-DEPARTMENTAL	7.36
	COPIER LEASE 11CT/MAR 2023	GENERAL FUND	NON-DEPARTMENTAL	122.95
	COPIER LEASE 11CT/MAR 2023	GENERAL FUND	NON-DEPARTMENTAL	122.95
	COPIER LEASE 11CT/MAR 2023	GENERAL FUND	NON-DEPARTMENTAL	110.05
	COPIER LEASE 11CT/MAR 2023	GENERAL FUND	NON-DEPARTMENTAL	118.31
	COPIER LEASE 11CT/MAR 2023	GENERAL FUND	NON-DEPARTMENTAL	118.31
	COPIER LEASE 11CT/MAR 2023	GENERAL FUND	NON-DEPARTMENTAL	113.65
	COPIER LEASE 11CT/MAR 2023	GENERAL FUND	NON-DEPARTMENTAL	127.70
	COPIER LEASE 11CT/MAR 2023	GENERAL FUND	NON-DEPARTMENTAL	178.89
	COPIER LEASE 11CT/MAR 2023	GENERAL FUND	NON-DEPARTMENTAL	150.11
	COPIER LEASE 11CT/MAR 2023	GENERAL FUND	NON-DEPARTMENTAL	214.00
	COPIER LEASE 11CT/MAR 2023	GENERAL FUND	NON-DEPARTMENTAL	139.00
	COPIER USE 10CT/MAR 2023	GENERAL FUND	NON-DEPARTMENTAL	47.97
	COPIER USE 10CT/MAR 2023	GENERAL FUND	NON-DEPARTMENTAL	50.67
	COPIER USE 10CT/MAR 2023	GENERAL FUND	NON-DEPARTMENTAL	162.82
	COPIER USE 10CT/MAR 2023	GENERAL FUND	NON-DEPARTMENTAL	162.09
COPIER USE 10CT/MAR 2023	GENERAL FUND	NON-DEPARTMENTAL	20.33	
COPIER USE 10CT/MAR 2023	GENERAL FUND	NON-DEPARTMENTAL	3.90	
			TOTAL:	4,508.52
CANON SOLUTIONS AMERICA, INC.	TREASURER COPIER USE/FEB 2	GENERAL FUND	TREASURER	27.64
	SUPPORT COPIER USE/FEB 20	GENERAL FUND	DISTRICT ATTORNEY	31.74
			TOTAL:	59.38

VENDOR NAME	DESCRIPTION	FUND	DEPARTMENT	AMOUNT
CENTURY WEST ENGINEERING CORPORATION	LEX AIRPORT/TAXIWAY D DESI	AIRPORT FUND	AIRPORT	750.00
	LEX AIRPORT/TAXIWAY D DESI	AIRPORT FUND	AIRPORT	10,000.00
	LEX AIRPORT/TAXIWAY D DESI	AIRPORT FUND	AIRPORT	150.00
	LEX AIRPORT/TAXIWAY D DESI	AIRPORT FUND	AIRPORT	13,094.00
			TOTAL:	23,994.00
CENTURYLINK	FEB 2023 VETERANS SERVICE	GENERAL FUND	VETERANS	254.94
	VETERANS SERVICE/MAR 2023	GENERAL FUND	VETERANS	240.39
	MC PUBLIC WORKS/FEB 2023	GENERAL FUND	PUBLIC WORKS-GEN MAINT	40.43
	MC PUBLIC WORKS/FEB 2023	GENERAL FUND	SOLID WASTE TRNS STATI	57.93
	MC PUBLIC WORKS/FEB 2023	GENERAL FUND	WEED DEPT.	40.43
	FEB 2023 MORROW COUNTY OF	GENERAL FUND	NON-DEPARTMENTAL	116.26
	FEB 2023 MORROW COUNTY	GENERAL FUND	NON-DEPARTMENTAL	193.76
	FEB 2023 MORROW COUNTY	GENERAL FUND	NON-DEPARTMENTAL	413.16
	FEB 2023 MC SHERIFF OFFIC	GENERAL FUND	NON-DEPARTMENTAL	61.06
	FEB 2023 MORROW COUNTY	GENERAL FUND	NON-DEPARTMENTAL	56.94
	FEB 2023 MC SHERIFF OFFICE	GENERAL FUND	NON-DEPARTMENTAL	28.78
	FEB 2023 COUNTY OF MORROW	GENERAL FUND	NON-DEPARTMENTAL	1,607.59
	MORROW COUNTY OF/MAR 2023	GENERAL FUND	NON-DEPARTMENTAL	116.26
	FEB 2023 MORROW COUNTY	GENERAL FUND	NON-DEPARTMENTAL	509.24
	FEB 2023 COUNTY OF MORROW	GENERAL FUND	NON-DEPARTMENTAL	93.58
	COUNTY OF MORROW/MAR 2023	GENERAL FUND	NON-DEPARTMENTAL	93.44
	MORROW COUNTY/MAR 2023	GENERAL FUND	NON-DEPARTMENTAL	509.24
	P&P-INTERNET/MAR 2023	GENERAL FUND	NON-DEPARTMENTAL	109.99
	MC PUBLIC WORKS/FEB 2023	ROAD FUND	ROAD DEPARTMENT	294.73
	MC PUBLIC WORKS/FEB 2023	AIRPORT FUND	AIRPORT	59.18
	LEXINGTON AWOS/FEB 2023	AIRPORT FUND	AIRPORT	142.80
	MC FAIR FEB 2023	FAIR	NON-DEPARTMENTAL	152.71
	MC PUBLIC WORKS/FEB 2023	PARK FUND	CUTSFORTH PARK	118.17
	MC PUBLIC WORKS/FEB 2023	PARK FUND	ANSON WRIGHT PARK	30.03
	ANSON WRIGHT PARK/FEB 2023	PARK FUND	ANSON WRIGHT PARK	63.99
	MC PUBLIC WORKS/FEB 2023	PARK FUND	ATV PARK	30.03
	FEB 2023 P&P/INTERNET	COMMUNITY CORRECTI	COMMUNITY CORRECTIONS	114.88
			TOTAL:	5,549.94
CENTURYLINK COMMUNICATIONS LLC	FEB 2023 MORROW CO	GENERAL FUND	NON-DEPARTMENTAL	477.13
			TOTAL:	477.13
CENVEO	ELECTION ENVELOPES/CTY CLE	GENERAL FUND	COUNTY CLERK	2,977.43
			TOTAL:	2,977.43
CITY OF BOARDMAN	W-S-G SERV DOCKEN/FEB 2023	GENERAL FUND	HEALTH DEPARTMENT	50.41
	W-S-G SERV DOCKEN/FEB 2023	GENERAL FUND	HEALTH DEPARTMENT	35.79
	CITY OF BOARDMAN	BOARDMAN URBAN REN	BOARDMAN URBAN RENEW	1,806.90
	CITY OF BOARDMAN	WEST BOARDMAN URA	WEST BOARDMAN URA	937.13
	CITY OF BOARDMAN	CITY OG BOARDMAN B	CITY OF BOARDMAN B & I	3,494.29
	CITY OF BOARDMAN	CITY OF BOARDMAN	CITY OF BOARDMAN	28,498.91
			TOTAL:	34,823.43
CITY OF HEPPNER	CITY OF HEPPNER	CITY OF HEPPNER	CITY OF HEPPNER	6,328.98
	CITY OF HEPPNER	CITY OF HEPPNER FI	CITY OF HEPPNER FIRE B	548.62
			TOTAL:	6,877.60
CITY OF HEPPNER WATER DEPARTMENT	LIBRARY/MUSEUM FEB 2023	GENERAL FUND	PUBLIC WORKS-GEN MAINT	74.07
	EMERG MANAGE BLDG FEB 2023	GENERAL FUND	PUBLIC WORKS-GEN MAINT	119.04
	AG MUSEUM FEB 2023	GENERAL FUND	PUBLIC WORKS-GEN MAINT	74.07

VENDOR NAME	DESCRIPTION	FUND	DEPARTMENT	AMOUNT
	EMERG MANAGE IRRIGATE FEB	GENERAL FUND	PUBLIC WORKS-GEN MAINT	29.10
	SHERIFF STATION #2 FEB 202	GENERAL FUND	PUBLIC WORKS-GEN MAINT	74.07
	BART IRRIGATION #2 FEB 202	GENERAL FUND	PUBLIC WORKS-GEN MAINT	29.10
	BART BLDG FEB 2023	GENERAL FUND	PUBLIC WORKS-GEN MAINT	74.07
	BART IRRIGATION FEB 2023	GENERAL FUND	PUBLIC WORKS-GEN MAINT	29.10
	COURTHOUSE FEB 2023	GENERAL FUND	PUBLIC WORKS-GEN MAINT	123.62
	FAIRGROUNDS FEB 2023	FAIR	NON-DEPARTMENTAL	211.67
	MCPT/HEP BUS BARN/FEB 2023	SPEC TRANSPORTATIO	SPECIAL TRANSPORTATION	29.10
			TOTAL:	867.01
CITY OF HERMISTON	IT SERVICES/MAR 2023	GENERAL FUND	COMPUTER	20,800.00
			TOTAL:	20,800.00
CITY OF IONE	CITY OF IONE	CITY OF IONE	CITY OF IONE	859.58
			TOTAL:	859.58
CITY OF IRRIGON	W-S/IRR P&P EOC/FEB 2023	GENERAL FUND	PUBLIC WORKS-GEN MAINT	228.46
	W-S-G/IRR MCGC/FEB 2023	GENERAL FUND	PUBLIC WORKS-GEN MAINT	104.01
	W-S-G/IRR MCGC/FEB 2023	GENERAL FUND	PUBLIC WORKS-GEN MAINT	228.46
	120 SE 13TH/FCLSD PROP-WTR	GENERAL FUND	NON-DEPARTMENTAL	33.10
	CITY OF IRRIGON	CITY OF IRRIGON B	CITY OF IRRIGON B & I	2,267.22
	CITY OF IRRIGON	CITY OF IRRIGON	CITY OF IRRIGON	2,753.29
			TOTAL:	5,614.54
CMS	CMS	GENERAL FUND	NORTH TRANSFER STATION	24.95
	CMS	GENERAL FUND	SOLID WASTE TRNS STATI	29.91
	CMS	PARK FUND	CUTSFORTH PARK	25.16
	CMS	PARK FUND	ANSON WRIGHT PARK	25.00
	CMS	PARK FUND	ATV PARK	25.29
	CMS	PARK FUND	FAIRGROUNDS PARK	24.95
			TOTAL:	155.26
COLUMBIA BASIN ELECTRIC	PUBLIC WORKS/FEB 2023	GENERAL FUND	PUBLIC WORKS-GEN MAINT	815.94
	PUBLIC WORKS/FEB 2023	GENERAL FUND	PUBLIC WORKS-GEN MAINT	411.11
	PUBLIC WORKS/FEB 2023	GENERAL FUND	PUBLIC WORKS-GEN MAINT	132.00
	PUBLIC WORKS/FEB 2023	GENERAL FUND	PUBLIC WORKS-GEN MAINT	781.40
	PUBLIC WORKS/FEB 2023	GENERAL FUND	PUBLIC WORKS-GEN MAINT	224.51
	PUBLIC WORKS/FEB 2023	GENERAL FUND	PUBLIC WORKS-GEN MAINT	190.49
	PUBLIC WORKS/FEB 2023	GENERAL FUND	SOLID WASTE TRNS STATI	48.92
	PUBLIC WORKS/FEB 2023	ROAD FUND	ROAD DEPARTMENT	2,069.08
	PUBLIC WORKS/FEB 2023	AIRPORT FUND	AIRPORT	409.63
	FEB 2023 FAIRGROUNDS	FAIR	NON-DEPARTMENTAL	749.81
	MCPT-HEP BUS SHED/FEB 2023	SPEC TRANSPORTATIO	SPECIAL TRANSPORTATION	139.36
	PUBLIC WORKS/FEB 2023	PARK FUND	CUTSFORTH PARK	252.02
	PUBLIC WORKS/FEB 2023	PARK FUND	ANSON WRIGHT PARK	155.37
	PUBLIC WORKS/FEB 2023	PARK FUND	ATV PARK	1,183.90
	PUBLIC WORKS/FEB 2023	PARK FUND	FAIRGROUNDS PARK	33.00
			TOTAL:	7,596.54
COLUMBIA RIVER MACHINERY	ROAD/ROCK BUCKET RENTAL	ROAD FUND	ROAD DEPARTMENT	969.00
	ROAD/ROCK BUCKET RENTAL	ROAD FUND	ROAD DEPARTMENT	280.50
			TOTAL:	1,249.50
COX, ROBERT T.	FEB 2023 JANITORIAL SERVIC	GENERAL FUND	PUBLIC WORKS-GEN MAINT	663.00
	FEB 2023 JANITORIAL SERVIC	GENERAL FUND	PUBLIC WORKS-GEN MAINT	2,535.00
	FEB 2023 JANITORIAL SERVIC	GENERAL FUND	PUBLIC WORKS-GEN MAINT	1,641.00

VENDOR NAME	DESCRIPTION	FUND	DEPARTMENT	AMOUNT
	FEB 2023 JANITORIAL SERVIC	GENERAL FUND	PUBLIC WORKS-GEN MAINT	2,752.00
	FEB 2023 JANITORIAL SERVIC	GENERAL FUND	PUBLIC WORKS-GEN MAINT	110.50
	FEB 2023 JANITORIAL SERVIC	GENERAL FUND	PUBLIC WORKS-GEN MAINT	1,048.43
	FEB 2023 JANITORIAL SERVIC	GENERAL FUND	PUBLIC WORKS-GEN MAINT	552.50
			TOTAL:	9,302.43
CREATIVE BUS SALES INC	2022 VOYAGER LX V#172230-M	STF VEHICLE RESERV	SPECIAL TRANSPORTATION	53,838.00
	2022 VOYAGER LX V#172230-M	STF VEHICLE RESERV	SPECIAL TRANSPORTATION	26,061.94
			TOTAL:	79,899.94
CROWN PAPER & JANITORIAL SUPPLY INC.	OFFICE COPY PAPER/10CS	GENERAL FUND	EMERGENCY MANAGEMENT	599.00
	JANITORIAL SUPPLY/PW	GENERAL FUND	PUBLIC WORKS-GEN MAINT	513.50
	JANITORIAL SUPPLY/PW	GENERAL FUND	PUBLIC WORKS-GEN MAINT	977.60
			TOTAL:	2,090.10
CRUZ, RAMOS LEOMAGNO	REFUND/CASE DISMISSED	JUSTICE COURT BAIL	NON-DEPARTMENTAL	100.00
			TOTAL:	100.00
DATAPRO SOLUTIONS, INC.	ASCENTIS APR-JUN 2023/HR P	GENERAL FUND	ADMINISTRATIVE SERVICE	7,893.60
			TOTAL:	7,893.60
DAY WIRELESS SYSTEMS	2023 DURANGO/OUTFIT INSTAL	GENERAL FUND	SHERIFF'S DEPARTMENT	19,338.71
	2023 DURANGO/OUTFIT INSTAL	GENERAL FUND	SHERIFF'S DEPARTMENT	19,338.71
	2023 DURANGO/OUTFIT INSTAL	GENERAL FUND	SHERIFF'S DEPARTMENT	19,338.71
	2023 DURANGO/OUTFIT INSTAL	GENERAL FUND	SHERIFF'S DEPARTMENT	19,338.71
	CHARGER/DE-INSTALL	GENERAL FUND	SHERIFF'S DEPARTMENT	185.13
	CHARGER/DE-INSTALL	GENERAL FUND	SHERIFF'S DEPARTMENT	462.83
	SHER OFF/BATTERY REPLC	GENERAL FUND	SHERIFF'S DEPARTMENT	92.57
	SO#815/DECOMMISSION	GENERAL FUND	SHERIFF'S DEPARTMENT	971.93
	K-9 POPPER REPAIR	GENERAL FUND	SHERIFF'S DEPARTMENT	902.51
	2023 DURANGO/OUTFIT INSTAL	GENERAL FUND	SHERIFF'S DEPARTMENT	20,499.15
	2023 DURANGO/OUTFIT INSTAL	GENERAL FUND	SHERIFF'S DEPARTMENT	20,433.81
			TOTAL:	120,902.77
DCBS - BUILDING CODES DIVISION	DCBS - BUILDING CODES DIVI	GENERAL FUND	ASSESSOR/TAX COLLECTOR	55.00
	DCBS - BUILDING CODES DIVI	GENERAL FUND	ASSESSOR/TAX COLLECTOR	55.00
			TOTAL:	110.00
DEERE CREDIT, INC	2023 LEASE PYMT/JD 772G GR	ROAD FUND EQUIP RE	ROAD DEPARTMENT	42,098.32
			TOTAL:	42,098.32
DELL MARKETING L.P.	OFFICE 365 GCC/FEB 2023	GENERAL FUND	BOARD OF COMMISSIONERS	25.08
	OFFICE 365 GCC/MAR 2023	GENERAL FUND	BOARD OF COMMISSIONERS	33.40
	OFFICE 365 GCC/FEB 2023	GENERAL FUND	ADMINISTRATIVE SERVICE	36.02
	OFFICE 365 GCC/MAR 2023	GENERAL FUND	ADMINISTRATIVE SERVICE	36.46
	OFFICE 365 GCC/FEB 2023	GENERAL FUND	ASSESSOR/TAX COLLECTOR	25.08
	OFFICE 365 GCC/MAR 2023	GENERAL FUND	ASSESSOR/TAX COLLECTOR	16.70
	OFFICE 365 GCC/FEB 2023	GENERAL FUND	TREASURER	8.36
	OFFICE 365 GCC/MAR 2023	GENERAL FUND	TREASURER	8.35
	OFFICE 365 GCC/MAR 2023	GENERAL FUND	COUNTY CLERK	8.35
	OFFICE 365 GCC/FEB 2023	GENERAL FUND	DISTRICT ATTORNEY	41.80
	OFFICE 365 GCC/MAR 2023	GENERAL FUND	DISTRICT ATTORNEY	41.75
	OFFICE 365 GCC/FEB 2023	GENERAL FUND	JUVENILE DEPARTMENT	16.72
	OFFICE 365 GCC/MAR 2023	GENERAL FUND	JUVENILE DEPARTMENT	16.70
	OFFICE 365 GCC/FEB 2023	GENERAL FUND	SHERIFF'S DEPARTMENT	83.60
	OFFICE 365 GCC/MAR 2023	GENERAL FUND	SHERIFF'S DEPARTMENT	83.50

VENDOR NAME	DESCRIPTION	FUND	DEPARTMENT	AMOUNT
	OFFICE 365 GCC/FEB 2023	GENERAL FUND	HEALTH DEPARTMENT	16.72
	OFFICE 365 GCC/MAR 2023	GENERAL FUND	HEALTH DEPARTMENT	16.70
	OFFICE 365 GCC/FEB 2023	GENERAL FUND	PLANNING DEPARTMENT	41.80
	OFFICE 365 GCC/MAR 2023	GENERAL FUND	PLANNING DEPARTMENT	41.75
	OFFICE 365 GCC/FEB 2023	GENERAL FUND	EMERGENCY MANAGEMENT	8.36
	OFFICE 365 GCC/MAR 2023	GENERAL FUND	EMERGENCY MANAGEMENT	8.35
	OFFICE 365 GCC/FEB 2023	GENERAL FUND	PUBLIC WORKS-GEN MAINT	25.08
	OFFICE 365 GCC/MAR 2023	GENERAL FUND	PUBLIC WORKS-GEN MAINT	25.05
	PROSUPPORT WARRANTY EXT	GENERAL FUND	COMPUTER	1,492.83
	OFFICE 365 GCC/FEB 2023	ROAD FUND	ROAD DEPARTMENT	25.08
	OFFICE 365 GCC/MAR 2023	ROAD FUND	ROAD DEPARTMENT	25.05
	OFFICE 365 GCC/FEB 2023	FAIR	NON-DEPARTMENTAL	8.36
	OFFICE 365 GCC/MAR 2023	FAIR	NON-DEPARTMENTAL	8.35
	OFFICE 365 GCC/FEB 2023	SPEC TRANSPORTATIO	SPECIAL TRANSPORTATION	8.36
	OFFICE 365 GCC/MAR 2023	SPEC TRANSPORTATIO	SPECIAL TRANSPORTATION	34.11
	OFFICE 365 GCC/FEB 2023	PARK FUND	ATV PARK	33.44
	OFFICE 365 GCC/MAR 2023	PARK FUND	ATV PARK	33.40
			TOTAL:	2,334.66

DESERT SPRINGS BOTTLED WATER	NWE-BOTTLE WATER DELIVERY	GENERAL FUND	HEALTH DEPARTMENT	1,101.35
	NWE-BOTTLE WATER DELIVERY	GENERAL FUND	HEALTH DEPARTMENT	1,155.15
	NWE-BOTTLE WATER DELIVERY	GENERAL FUND	HEALTH DEPARTMENT	1,746.55
	NWE-BOTTLE WATER DELIVERY	GENERAL FUND	HEALTH DEPARTMENT	1,178.80
	GENERAL MAINT/COOLER RENT	GENERAL FUND	PUBLIC WORKS-GEN MAINT	9.95
	COURTHOUSE/WATER DELIVERY	GENERAL FUND	NON-DEPARTMENTAL	57.90
	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:	5,292.25

DEVIN OIL CO INC	ASSESSOR FUEL/FEB 15 2023	GENERAL FUND	ASSESSOR/TAX COLLECTOR	38.00
	DA OFFICE FUEL/JAN 31 2023	GENERAL FUND	DISTRICT ATTORNEY	258.23
	DA OFFICE FUEL/FEB 15 2023	GENERAL FUND	DISTRICT ATTORNEY	72.05
	DA OFF FUEL/FEB 28 2023	GENERAL FUND	DISTRICT ATTORNEY	123.41
	DA OFF-VICWIT FUEL/MAR 15	GENERAL FUND	DISTRICT ATTORNEY	260.12
	FEB 15 2023 FUEL/JUVENILE	GENERAL FUND	JUVENILE DEPARTMENT	94.42
	JUVENILE FUEL/FEB 28 2023	GENERAL FUND	JUVENILE DEPARTMENT	57.54
	JUVENILE FUEL/MAR 15 2023	GENERAL FUND	JUVENILE DEPARTMENT	97.73
	FEB 15 2023 FUEL/SHER OFF	GENERAL FUND	SHERIFF'S DEPARTMENT	2,516.75
	SHER OFF FUEL/FEB 28 2023	GENERAL FUND	SHERIFF'S DEPARTMENT	2,321.51
	SHER OFF FUEL/MAR 15 2023	GENERAL FUND	SHERIFF'S DEPARTMENT	2,813.67
	HEALTH FUEL/FEB 28 2023	GENERAL FUND	HEALTH DEPARTMENT	35.29
	HEALTH FUEL/MAR 15 2023	GENERAL FUND	HEALTH DEPARTMENT	31.09
	ROAD/DIESEL FEB 21 2023	ROAD FUND	ROAD DEPARTMENT	15,963.90
	AIRPORT/AVIATION FEB 27 20	AIRPORT FUND	AIRPORT	15,694.40
	FEB 15 2023 FUEL/SHER OFF	911 EMERGENCY FUND	SHERIFF'S DEPARTMENT	314.24
	SHER OFF FUEL/FEB 28 2023	911 EMERGENCY FUND	SHERIFF'S DEPARTMENT	388.25
	SHER OFF FUEL/MAR 15 2023	911 EMERGENCY FUND	SHERIFF'S DEPARTMENT	372.55
	DA OFF-VICWIT FUEL/MAR 15	VICTIM/WITNESS ASS	DISTRICT ATTORNEY	77.54
	DA OFFICE FUEL/FEB 15 2023	CAMI GRANT	DISTRICT ATTORNEY	32.21
	FEB 15 2023 FUEL/SHER OFF	COMMUNITY CORRECTI	COMMUNITY CORRECTIONS	297.85
	SHER OFF FUEL/FEB 28 2023	COMMUNITY CORRECTI	COMMUNITY CORRECTIONS	172.99
	SHER OFF FUEL/MAR 15 2023	COMMUNITY CORRECTI	COMMUNITY CORRECTIONS	362.09
			TOTAL:	42,395.83

DEVIN OIL CO. INC.	FEB 15 2023 FUEL/SHER OFF	GENERAL FUND	SHERIFF'S DEPARTMENT	2,543.15
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VENDOR NAME	DESCRIPTION	FUND	DEPARTMENT	AMOUNT
	SHER OFF FUEL/FEB 15 2023	GENERAL FUND	SHERIFF'S DEPARTMENT	1,718.03
	SHER OFF FUEL/MAR 15 2023	GENERAL FUND	SHERIFF'S DEPARTMENT	2,014.43
	FEB 15 2023 FUEL/SHER OFF	COMMUNITY CORRECTI	COMMUNITY CORRECTIONS	205.24
	SHER OFF FUEL/FEB 15 2023	COMMUNITY CORRECTI	COMMUNITY CORRECTIONS	224.51
	SHER OFF FUEL/MAR 15 2023	COMMUNITY CORRECTI	COMMUNITY CORRECTIONS	67.55
			TOTAL:	6,772.91
DISH	DISPATCH NEWS SERVICE/MAR	911 EMERGENCY FUND	SHERIFF'S DEPARTMENT	109.08
			TOTAL:	109.08
DOMESTIC VIOLENCE SERVICES	FY22-23 PAYMENT-FINAL	COMMUNITY CORRECTI	COMMUNITY CORRECTIONS	8,209.47
			TOTAL:	8,209.47
DRAGO, ROY JR	REIMBURSE FUEL-SINCLAIR/LE	GENERAL FUND	BOARD OF COMMISSIONERS	30.00
			TOTAL:	30.00
DUCOTE CONSULTING, LLC	WATER PROJECT CONSULT 2023	GENERAL FUND	NON-DEPARTMENTAL	1,925.00
	TRAIL PROJECT CONSULT FEB	HERITAGE TRAIL FUN	PLANNING DEPARTMENT	165.00
	TRAIL PROJECT CONSULT/FEB	HERITAGE TRAIL FUN	PLANNING DEPARTMENT	387.50
	CONSULT SERV-MCPT/SEP-OCT	SPEC TRANSPORTATIO	SPECIAL TRANSPORTATION	90.00
	CONSULT SERV-MCPT/SEP-OCT	SPEC TRANSPORTATIO	SPECIAL TRANSPORTATION	337.50
	CONSULT SERV-MCPT/FEB 2023	SPEC TRANSPORTATIO	SPECIAL TRANSPORTATION	3,327.50
			TOTAL:	6,232.50
EAGLE OFFICE CONCEPTS	SUPPLIES/ASSESS OFF	GENERAL FUND	ASSESSOR/TAX COLLECTOR	100.90
			TOTAL:	100.90
ELECTION SYSTEMS & SOFTWARE, LLC	2022-23 ELECTION EQUIP LIC	GENERAL FUND	COUNTY CLERK	1,575.00
	2022-23 ELECTION EQUIP LIC	GENERAL FUND	COUNTY CLERK	2,730.00
			TOTAL:	4,305.00
FINLEY BUTTES LANDFILL CO	FEB 15 2023 TRANS STN FEES	GENERAL FUND	SOLID WASTE TRNS STATI	201.16
	TRANS STN FEES/FEB 28 2023	GENERAL FUND	SOLID WASTE TRNS STATI	272.33
	TRANS STN FEES/MAR 15 2023	GENERAL FUND	SOLID WASTE TRNS STATI	239.36
			TOTAL:	712.85
FULPER MD, JAMES C.	SERVICES RENDERED-02/20/23	ROAD FUND	ROAD DEPARTMENT	115.00
	SERVICES RENDERED/03-09-23	ROAD FUND	ROAD DEPARTMENT	115.00
			TOTAL:	230.00
GATEWAY CAFE	HEALTH OF IT-MEAL/30CT	SAFETY COMMITTEE F	NON-DEPARTMENTAL	360.00
			TOTAL:	360.00
GIMLIN, R JOEL	REFUND/BAIL-ATTY FEES	JUSTICE COURT BAIL	NON-DEPARTMENTAL	5,650.00
			TOTAL:	5,650.00
GROGAN, LINDSAY	MILEAGE REIMBURSE/FEB-MAR	GENERAL FUND	ADMINISTRATIVE SERVICE	113.32
			TOTAL:	113.32
GSI WATER SOLUTIONS, INC	WATER COORD SERV/JAN 2023	RESILIENCY FUND	PLANNING DEPARTMENT	7,316.67
	WATER COORD SERV/DEC 2022	RESILIENCY FUND	PLANNING DEPARTMENT	1,072.50
			TOTAL:	8,389.17
HARNEY COUNTY	DIGITAL MAP-SITE VISIT EXP	GENERAL FUND	COUNTY CLERK	340.00
			TOTAL:	340.00

VENDOR NAME	DESCRIPTION	FUND	DEPARTMENT	AMOUNT
HELION SOFTWARE, INC.	2022-23 A&T ORCATS BASE SF	GENERAL FUND	ASSESSOR/TAX COLLECTOR	56,462.00
	2023-24 CLERKS RECORDING S	GENERAL FUND	COUNTY CLERK	<u>4,862.00</u>
			TOTAL:	61,324.00
HEPPNER AUTO PARTS	2/OIL SMALL CHAINSAW	GENERAL FUND	PUBLIC WORKS-GEN MAINT	<u>5.90</u>
			TOTAL:	5.90
HEPPNER CEMETERY DIST.	HEPPNER CEMETERY DIST.	HEPPNER CEMETERY	HEPPNER CEMETERY	<u>721.64</u>
			TOTAL:	721.64
HEPPNER COMMUNITY FOUNDATION	2023 MCCC GRANT AWARD	GENERAL FUND	NON-DEPARTMENTAL	<u>3,000.00</u>
			TOTAL:	3,000.00
HEPPNER RURAL FIRE PD	HEPPNER RURAL FIRE PD	HEPPNER RFPD	HEPPNER RFPD	918.92
	HEPPNER RURAL FIRE PD	HEPPNER RFD BOND	HEPPNER RFD BOND	<u>371.45</u>
			TOTAL:	1,290.37
HEPPNER WATER CONTROL DIS	HEPPNER WATER CONTROL DIS	HEPPNER WATER CONT	HEPPNER WATER CONTROL	<u>144.79</u>
			TOTAL:	144.79
HERMISTON QUICKY LUBE, INC.	2019 RAM 1500/FULL SERVICE	GENERAL FUND	SHERIFF'S DEPARTMENT	53.95
	2021 DURANGO/FULL SERVICE	GENERAL FUND	SHERIFF'S DEPARTMENT	53.95
	2021 DURANGO/FULL SERVICE	GENERAL FUND	SHERIFF'S DEPARTMENT	16.95
	2019 RAM 1500/FULL SERVICE	GENERAL FUND	SHERIFF'S DEPARTMENT	53.95
	2019 RAM 1500/FULL SERVICE	GENERAL FUND	SHERIFF'S DEPARTMENT	53.85
	2020 DURANGO/FULL SERVICE	COMMUNITY CORRECTI	COMMUNITY CORRECTIONS	53.95
	2020 DURANGO/FULL SERVICE	COMMUNITY CORRECTI	COMMUNITY CORRECTIONS	<u>34.90</u>
			TOTAL:	321.50
HERSHNER HUNTER, LLP	SERVICES RENDERED/JAN 2023	GENERAL FUND	NON-DEPARTMENTAL	702.00
	SERVICES RENDERED/FEB 2023	GENERAL FUND	NON-DEPARTMENTAL	<u>819.00</u>
			TOTAL:	1,521.00
HIGH PERFORMANCE SIGNS	BUILDING SIGNS/SHER OFF	GENERAL FUND	SHERIFF'S DEPARTMENT	<u>288.00</u>
			TOTAL:	288.00
HILL INTERNATIONAL, INC	NORTH END BLDG/AUG-SEP 202	GENERAL FUND	NON-DEPARTMENTAL	657.00
	NORTH END BLDG/OCT 22-JAN	GENERAL FUND	NON-DEPARTMENTAL	<u>292.00</u>
			TOTAL:	949.00
HILLCREST FUNERALS AND CREMATION	DA OFFICE/TRANSPORT EXPENS	GENERAL FUND	DISTRICT ATTORNEY	<u>1,025.00</u>
			TOTAL:	1,025.00
HRA VEBA TRUST	HRA VEBA TRUST	GENERAL FUND	NON-DEPARTMENTAL	2,125.00
	HRA VEBA TRUST	GENERAL FUND	NON-DEPARTMENTAL	2,125.00
	HRA VEBA TRUST	911 EMERGENCY FUND	NON-DEPARTMENTAL	375.00
	HRA VEBA TRUST	911 EMERGENCY FUND	NON-DEPARTMENTAL	375.00
	HRA VEBA TRUST	COMMUNITY CORRECTI	NON-DEPARTMENTAL	500.00
	HRA VEBA TRUST	COMMUNITY CORRECTI	NON-DEPARTMENTAL	<u>500.00</u>
			TOTAL:	6,000.00
HUGHES NETWORK SYSTEMS, LLC	INTERNET-CUTS & AW/FEB 202	PARK FUND	CUTSFORTH PARK	113.47
	INTERNET-CUTS & AW/FEB 202	PARK FUND	ANSON WRIGHT PARK	<u>103.48</u>
			TOTAL:	216.95
HUMANE SOCIETY OF EASTERN OREGON	PET RESCUE 1/23-2/15/23	GENERAL FUND	SHERIFF'S DEPARTMENT	400.00

VENDOR NAME	DESCRIPTION	FUND	DEPARTMENT	AMOUNT
			TOTAL:	<u>400.00</u>
HUTCHINSON, BILL	PARKS ADVERTISING 2023	PARK FUND	CUTSFORTH PARK	250.00
	PARKS ADVERTISING 2023	PARK FUND	ANSON WRIGHT PARK	250.00
	PARKS ADVERTISING 2023	PARK FUND	ATV PARK	<u>250.00</u>
			TOTAL:	<u>750.00</u>
IDAHO CHILD SUPPORT RECEIPTING	IDAHO CHILD SUPPORT RECEIP	GENERAL FUND	NON-DEPARTMENTAL	241.72
	IDAHO CHILD SUPPORT RECEIP	GENERAL FUND	NON-DEPARTMENTAL	<u>241.72</u>
			TOTAL:	<u>483.44</u>
IDAHO STATE TAX COMMISSION	LATE PENALTY/FEB 23/RETIRE	GENERAL FUND	NON-DEPARTMENTAL	42.38
	MAR 2023 RETIREMENT TAXES	M.C. RETIRE. PLAN	NON-DEPARTMENTAL	<u>848.58</u>
			TOTAL:	<u>890.96</u>
IMES, KATIE	TRAINING SERVICES/FEB 2023	SPEC TRANSPORTATIO	SPECIAL TRANSPORTATION	<u>1,420.00</u>
			TOTAL:	<u>1,420.00</u>
INLAND DEVELOPMENT CORPORATION	BUSINESS ETHERNET/MAR 2023	GENERAL FUND	NON-DEPARTMENTAL	1,844.43
	DARK FIBER LEASE/MAR 2023	GENERAL FUND	NON-DEPARTMENTAL	<u>2,073.20</u>
			TOTAL:	<u>3,917.63</u>
INLAND NORTHWEST MUSICIANS	2023 MCCC GRANT AWARD	GENERAL FUND	NON-DEPARTMENTAL	<u>1,100.00</u>
			TOTAL:	<u>1,100.00</u>
INTERMOUNTAIN ESD	PAPER-NIT DOOR HANGER/HEAL	GENERAL FUND	HEALTH DEPARTMENT	64.81
	INTERMOUNTAIN ESD	UMATILLA-MORROW ES	UMATILLA-MORROW ESD	<u>24,261.48</u>
			TOTAL:	<u>24,326.29</u>
IONE RFPD	IONE RFPD	IONE RFPD	IONE RFPD	<u>5,544.15</u>
			TOTAL:	<u>5,544.15</u>
IONE SCHOOL DISTRICT	IONE SCHOOL DISTRICT	IONE SCH DIST B&I	IONE SCH DIST B&I	8,117.16
	IONE SCHOOL DISTRICT	IONE SCHOOL DISTRI	IONE SCHOOL DISTRICT	<u>9,295.78</u>
			TOTAL:	<u>17,412.94</u>
IONE-LEXINGTON CEMETERY	IONE-LEXINGTON CEMETERY	IONE-LEX CEMETERY	IONE-LEX CEMETERY	<u>778.37</u>
			TOTAL:	<u>778.37</u>
IRRIGON - BOARDMAN EMERGENCY ASSISTANC	MONTHLY ALLOCATION/MARCH 2	GENERAL FUND	NON-DEPARTMENTAL	<u>2,777.00</u>
			TOTAL:	<u>2,777.00</u>
IRRIGON CEMETERY DIST.	IRRIGON CEMETERY DIST.	IRRIGON CEMETERY	IRRIGON CEMETERY	<u>326.00</u>
			TOTAL:	<u>326.00</u>
IRRIGON PARK & REC DIST.	IRRIGON PARK & REC DIST.	IRRIGON PARK	IRRIGON PARK	<u>1,295.36</u>
			TOTAL:	<u>1,295.36</u>
IRRIGON RURAL FIRE DEPARTMENT	IRRIGON RURAL FIRE DEPARTM	IRRIGON RFPD	IRRIGON RFPD	<u>1,662.20</u>
			TOTAL:	<u>1,662.20</u>
IRS	MAR 2023 RETIREMENT TAXES	M.C. RETIRE. PLAN	NON-DEPARTMENTAL	<u>28,323.08</u>
			TOTAL:	<u>28,323.08</u>
IJB REWARDS SYSTEM	SERVICES RENDERED/JAN-FEB	GENERAL FUND	ADMINISTRATIVE SERVICE	<u>7,760.00</u>
			TOTAL:	<u>7,760.00</u>

VENDOR NAME	DESCRIPTION	FUND	DEPARTMENT	AMOUNT
KJEPSEN PEST CONTROL, INC.	SHER OFF/RODENT SERVICES	GENERAL FUND	PUBLIC WORKS-GEN MAINT	66.00
	FAIR/RODENT SERVICES	FAIR	NON-DEPARTMENTAL	86.00
			TOTAL:	152.00
JIFFY LUBE	2021 DURANGO/FULL SERVICE	GENERAL FUND	SHERIFF'S DEPARTMENT	111.57
			TOTAL:	111.57
KENNY LAND SURVEYING	FEB 2023 SURVEYOR SERVICES	GENERAL FUND	SURVEYOR'S DEPARTMENT	2,640.00
			TOTAL:	2,640.00
KIMBALL MIDWEST	#419/IMPACT FOR SERV TRUCK	ROAD FUND	ROAD DEPARTMENT	249.00
	#100/SHOP STOCK	ROAD FUND	ROAD DEPARTMENT	294.98
	#110/SHOP STOCK	ROAD FUND	ROAD DEPARTMENT	633.62
			TOTAL:	1,177.60
KINDSFATHER, DONALD R.	#270/TIE ROD ENDS ALIGNMEN	ROAD FUND	ROAD DEPARTMENT	484.00
			TOTAL:	484.00
LANDMARK FORD	SHOP/SUPPLIES	ROAD FUND	ROAD DEPARTMENT	282.27
	#731/HEAT TUBES	PARK FUND	ATV PARK	12.58
			TOTAL:	294.85
LANGUAGE LINE SERVICES INC.	O-T-P INTERPRETER FEE/JAN	GENERAL FUND	JUSTICE COURT	33.81
	O-T-P INTERPRETER FEE/FEB	911 EMERGENCY FUND	SHERIFF'S DEPARTMENT	469.58
			TOTAL:	503.39
LAW ENFORCEMENT SEMINARS, LLC	BACKGROUND INVEST 2023/GAR	GENERAL FUND	SHERIFF'S DEPARTMENT	425.00
			TOTAL:	425.00
LES SCHWAB TIRE CENTER	GM/HITCH	GENERAL FUND	PUBLIC WORKS-GEN MAINT	409.59
	GM/HITCH FREIGHT	GENERAL FUND	PUBLIC WORKS-GEN MAINT	33.39
	GM/TUBE,DISMNT & MNT	GENERAL FUND	PUBLIC WORKS-GEN MAINT	24.98
	GM/GENERATOR BATTERY	GENERAL FUND	PUBLIC WORKS-GEN MAINT	74.69
	#1139/TIRE REPAIR	ROAD FUND	ROAD DEPARTMENT	494.95
	#207/TIRE REPAIR	ROAD FUND	ROAD DEPARTMENT	39.99
	#270/STEER TIRES,ROTATE DR	ROAD FUND	ROAD DEPARTMENT	1,435.05
	#1321/GRADER TIRE REPAIR	ROAD FUND	ROAD DEPARTMENT	75.58
	#22-100/TIRE CHAINS	ROAD FUND	ROAD DEPARTMENT	191.68
		TOTAL:	2,779.90	
LEXISNEXIS	DA SUBSCRIPTION/FEB 2023	LAW LIBRARY	COUNTY CLERK	234.00
			TOTAL:	234.00
LEXISNEXIS RISK DATA MANAGEMENT INC.	CONTRACT FEE/FEB 2023	GENERAL FUND	SHERIFF'S DEPARTMENT	77.00
			TOTAL:	77.00
LIFE FLIGHT	LIFE FLIGHT	GENERAL FUND	NON-DEPARTMENTAL	32.48
			TOTAL:	32.48
LIFEMAP ASSURANCE COMPANY	LIFEMAP ASSURANCE COMPANY	GENERAL FUND	NON-DEPARTMENTAL	703.98
	LIFEMAP ASSURANCE COMPANY	GENERAL FUND	NON-DEPARTMENTAL	0.80
	LIFEMAP ASSURANCE COMPANY	GENERAL FUND	NON-DEPARTMENTAL	10.31
	LIFEMAP ASSURANCE COMPANY	GENERAL FUND	NON-DEPARTMENTAL	0.54
	LIFEMAP ASSURANCE COMPANY	ROAD FUND	NON-DEPARTMENTAL	163.57
	LIFEMAP ASSURANCE COMPANY	911 EMERGENCY FUND	NON-DEPARTMENTAL	23.75
	LIFEMAP ASSURANCE COMPANY	SPEC TRANSPORTATIO	NON-DEPARTMENTAL	19.02

VENDOR NAME	DESCRIPTION	FUND	DEPARTMENT	AMOUNT
	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	5310 - FTA GRANT F	NON-DEPARTMENTAL	9.51
	LIFEMAP ASSURANCE COMPANY	COMMUNITY CORRECTI	NON-DEPARTMENTAL	50.75
			TOTAL:	1,012.31
LS NETWORKS	REFUND/OVERPYMT ON RECORDI	GENERAL FUND	COUNTY CLERK	116.00
			TOTAL:	116.00
MABBOTT, TAMRA	MILE/MEAL REIMBURSE/JAN-MA	GENERAL FUND	PLANNING DEPARTMENT	12.00
	MILE/MEAL REIMBURSE/JAN-MA	GENERAL FUND	PLANNING DEPARTMENT	34.20
	MILE/MEAL REIMBURSE/JAN-MA	GENERAL FUND	PLANNING DEPARTMENT	104.80
			TOTAL:	151.00
MATRIX SCIENCES INTERNATIONAL INC	NITRATE WATER TESTING/2-2-	GENERAL FUND	HEALTH DEPARTMENT	280.00
			TOTAL:	280.00
MCKESSON MEDICAL-SURGICAL GOVERNMENT S	MEDICAL SUPPLY	GENERAL FUND	HEALTH DEPARTMENT	103.51
	MEDICAL SUPPLY	GENERAL FUND	HEALTH DEPARTMENT	55.70
			TOTAL:	159.21
MID COLUMBIA FORKLIFT, INC	#571/FORKLIFT EXTENSIONS	ROAD FUND	ROAD DEPARTMENT	918.81
	#999/FULL SERVICE	ROAD FUND	ROAD DEPARTMENT	893.05
	2/23 RENT-DOOSAN FORKLIFT	ROAD FUND	ROAD DEPARTMENT	1,600.00
			TOTAL:	3,411.86
MID-AMERICAN RESEARCH CHEMICAL	ROAD/SHOP SUPPLY	ROAD FUND	ROAD DEPARTMENT	478.80
			TOTAL:	478.80
MID-COLUMBIA TITLE COMPANY, INC.	REFUND OF DEBIT ACCOUNT	GENERAL FUND	COUNTY CLERK	272.00
			TOTAL:	272.00
MILLER & SONS DISPOSAL SERVICE LLC	DISPOSAL SERV-PW/FEB 2023	GENERAL FUND	PUBLIC WORKS-GEN MAINT	82.00
	DISPOSAL SERV-PW/FEB 2023	GENERAL FUND	PUBLIC WORKS-GEN MAINT	82.00
	DISPOSAL SERV-PW/FEB 2023	GENERAL FUND	PUBLIC WORKS-GEN MAINT	82.00
	DISPOSAL SERV-STs/FEB 2023	GENERAL FUND	SOLID WASTE TRNS STATI	630.00
	DISPOSAL SERV-STs/FEB 2023	GENERAL FUND	SOLID WASTE TRNS STATI	1,080.00
	DISPOSAL SERV-STs/FEB 2023	GENERAL FUND	SOLID WASTE TRNS STATI	360.00
	DISPOSAL SERV-STs/FEB 2023	GENERAL FUND	SOLID WASTE TRNS STATI	810.00
	DISPOSAL SERV-STs/FEB 2023	GENERAL FUND	SOLID WASTE TRNS STATI	270.00
	DISPOSAL SERV-PW/FEB 2023	ROAD FUND	ROAD DEPARTMENT	82.00
			TOTAL:	3,478.00
MILLER, SHEILA	25/MEALS-HEALTH OF IT	SAFETY COMMITTEE F	NON-DEPARTMENTAL	150.00
			TOTAL:	150.00
MOBILE HOME OMBUDSMAN	MOBILE HOME OMBUDSMAN	MAN. STRUCTURE OMB	MOBILE HOME OMBUDSMAN	62.13
			TOTAL:	62.13
MONTANA DEPARTMENT OF REVENUE	MAR 2023 RETIREMENT TAXES	M.C. RETIRE. PLAN	NON-DEPARTMENTAL	63.31
			TOTAL:	63.31
MONTE DE OCA, MARTIN	FEB 16 2023 INTERPRETER FE	GENERAL FUND	JUSTICE COURT	100.00
	FEB 16 2023 MILEAGE FEE	GENERAL FUND	JUSTICE COURT	3.93
	FEB 14 2023 INTERPRETER FE	GENERAL FUND	JUSTICE COURT	25.00

VENDOR NAME	DESCRIPTION	FUND	DEPARTMENT	AMOUNT
	FEB 17 2023 INTERPRETER FEE	GENERAL FUND	JUSTICE COURT	100.00
	MILEAGE FEE FEB 17 2023	GENERAL FUND	JUSTICE COURT	17.93
	FEB 17 2023 INTERPRETER FEE	GENERAL FUND	JUSTICE COURT	25.00
	FEB 28 2023 INTERPRETER FEE	GENERAL FUND	JUSTICE COURT	25.00
	MAR 14 2023 INTERPRETER FEE	GENERAL FUND	JUSTICE COURT	100.00
	MAR 14 2023 MILEAGE FEE	GENERAL FUND	JUSTICE COURT	65.50
	MAR 16 2023 INTERPRETER FEE	GENERAL FUND	JUSTICE COURT	100.00
	MAR 16 2023 MILEAGE FEE	GENERAL FUND	JUSTICE COURT	3.93
	MAR 16 2023 INTERPRETER FEE	GENERAL FUND	JUSTICE COURT	100.00
	MAR 16 2023 MILEAGE FEE	GENERAL FUND	JUSTICE COURT	3.93
	FEB 22 2023 INTERPRETER FEE	GENERAL FUND	JUSTICE COURT	100.00
	FEB 22 2023 MILEAGE FEE	GENERAL FUND	JUSTICE COURT	3.93
			TOTAL:	774.15
MOON SECURITY SERVICE, INC	MAR 2023 FIRE-ELEV MONITOR	GENERAL FUND	PUBLIC WORKS-GEN MAINT	99.95
	FIRE-ELEV MONITOR BB/APR 2	GENERAL FUND	PUBLIC WORKS-GEN MAINT	99.95
	MAR 2023 FIRE MONITOR/FAIR	FAIR	INDOOR/OUTDOOR ARENA	59.00
			TOTAL:	258.90
MORROW CO GRAIN GROWERS	PROPANE-BART BLDG	GENERAL FUND	PUBLIC WORKS-GEN MAINT	1,053.52
	PROPANE-COURTHOUSE	GENERAL FUND	PUBLIC WORKS-GEN MAINT	447.70
	PROPANE-MUSEUM	GENERAL FUND	PUBLIC WORKS-GEN MAINT	697.70
	PROPANE-AIRPORT/GM SHOP	GENERAL FUND	PUBLIC WORKS-GEN MAINT	870.75
	PROPANE-SHER STN 2	GENERAL FUND	PUBLIC WORKS-GEN MAINT	592.62
	PROPANE-SHER OFF	GENERAL FUND	PUBLIC WORKS-GEN MAINT	532.36
	PROPANE-SHER OFF GENERATOR	GENERAL FUND	PUBLIC WORKS-GEN MAINT	1,035.09
	PROPANE-SHER SHER STN 2	GENERAL FUND	PUBLIC WORKS-GEN MAINT	368.52
	PROPANE TANK RENT/SHER OFF	GENERAL FUND	PUBLIC WORKS-GEN MAINT	50.00
	PROPANE TANK RENT/GM SHOP	GENERAL FUND	PUBLIC WORKS-GEN MAINT	55.00
	GM/200 FILLED	GENERAL FUND	PUBLIC WORKS-GEN MAINT	6.50
	NTS/2 BATTERY	GENERAL FUND	NORTH TRANSFER STATION	41.98
	STS/SMALL TOOL	GENERAL FUND	SOLID WASTE TRNS STATI	62.99
	STS/BATTERY	GENERAL FUND	SOLID WASTE TRNS STATI	14.99
	WEED/MISC SUPPLY	GENERAL FUND	WEED DEPT.	85.20
	WEED/MISC SUPPLY	GENERAL FUND	WEED DEPT.	3.88
	#419/STARTING FLUID	ROAD FUND	ROAD DEPARTMENT	4.49
	#1001/HUB COTT PIN	ROAD FUND	ROAD DEPARTMENT	1.98
	ROAD/SMALL TOOLS	ROAD FUND	ROAD DEPARTMENT	33.76
	#419/CROWS FEET WRENCHES	ROAD FUND	ROAD DEPARTMENT	47.02
	#324/PUSH BUTTTON START	ROAD FUND	ROAD DEPARTMENT	13.99
	ROAD/DEF	ROAD FUND	ROAD DEPARTMENT	56.97
	#146/DIE GRINDER	ROAD FUND	ROAD DEPARTMENT	120.99
	#419/146-PORTABLE INVERTER	ROAD FUND	ROAD DEPARTMENT	56.99
	ROAD/GLOVES	ROAD FUND	ROAD DEPARTMENT	12.49
	ROAD/BUILDING MAINT	ROAD FUND	ROAD DEPARTMENT	320.99
	#419/HEX KEY TOOL KIT	ROAD FUND	ROAD DEPARTMENT	154.39
	#146/GLOVES	ROAD FUND	ROAD DEPARTMENT	23.99
	#1323/SOCKETS	ROAD FUND	ROAD DEPARTMENT	33.96
	ROAD/SHOP SUPPLY	ROAD FUND	ROAD DEPARTMENT	75.96
	ROAD/SHOP SUPPLY	ROAD FUND	ROAD DEPARTMENT	19.38
	#321/2-AIR FILTERS	ROAD FUND	ROAD DEPARTMENT	131.80
	ROAD/HEATING OIL	ROAD FUND	ROAD DEPARTMENT	859.04
	ROAD/SMALL TOOLS	ROAD FUND	ROAD DEPARTMENT	3.08
	ROAD/SMALL TOOLS	ROAD FUND	ROAD DEPARTMENT	154.99
	#238/HYDRAULIC HOSE FOR PL	ROAD FUND	ROAD DEPARTMENT	69.68
	#1323/COUPLERS	ROAD FUND	ROAD DEPARTMENT	81.90

VENDOR NAME	DESCRIPTION	FUND	DEPARTMENT	AMOUNT
	PROPANE-FAIR ANNEX/HALL	FAIR	NON-DEPARTMENTAL	278.68
	PROPANE-FAIR ANNEX/HALL	FAIR	NON-DEPARTMENTAL	777.78
	PROPANE-FAIR ANNEX/HALL	FAIR	NON-DEPARTMENTAL	314.69
	PROPANE-FAIR ANNEX/HALL	FAIR	NON-DEPARTMENTAL	482.52
	PROPANE TANK RENT/CUTS	PARK FUND	CUTSFORTH PARK	50.00
	PROPANE-OHV PRK,REFILL,SHW	PARK FUND	ATV PARK	270.66
	PROPANE-OHV PRK,REFILL,SHW	PARK FUND	ATV PARK	245.27
	PROPANE-OHV PRK,REFILL,SHW	PARK FUND	ATV PARK	176.29
	OHV/OIL	PARK FUND	ATV PARK	33.12
	OHV/VEHICLE REPAIR	PARK FUND	ATV PARK	330.98
	OHV/AIR-OIL FILTER	PARK FUND	ATV PARK	51.47
	OHV/BUILDING MAINT	PARK FUND	ATV PARK	827.27
	#715/AWD SWITCH	PARK FUND	ATV PARK	109.99
	#715/610 3300	PARK FUND	ATV PARK	3.79
			TOTAL:	12,149.15
MORROW CO HEALTH DISTRICT	CDL PHYSICAL/FEB 2023	GENERAL FUND	PUBLIC WORKS ADMIN	110.00
	CDL PHYSICAL/FEB 2023	ROAD FUND	ROAD DEPARTMENT	110.00
	CDL PHYSICAL/FEB 2023	ROAD FUND	ROAD DEPARTMENT	110.00
	MORROW CO HEALTH DISTRICT	MORROW CO HEALTH D	MORROW CO HEALTH DISTR	37,690.15
			TOTAL:	38,020.15
MORROW CO PUBLIC WORKS	#1411/PLOW CONTROLLER	GENERAL FUND	PUBLIC WORKS-GEN MAINT	338.00
	SOUTH TRANS FEES/FEB 2023	FINLEY BUTTES LICE	LICENSE FEE	222.50
	NORTH TRANS FEES/FEB 2023	FINLEY BUTTES LICE	LICENSE FEE	450.00
			TOTAL:	1,010.50
MORROW CO SCHOOL DIST	MORROW CO SCHOOL DIST	PGE - CARTY	PGE - CARTY	100,000.00
	MORROW CO SCHOOL DIST	MORROW CO SCHOOL D	MORROW CO SCHOOL DISTR	149,694.21
			TOTAL:	249,694.21
MORROW CO TREASURER	JUSTICE CRT ENFORCE/FEB 20	JUSTICE COURT BAIL	NON-DEPARTMENTAL	14,191.42
			TOTAL:	14,191.42
MORROW SOIL & WATER CONSERVATION DIST	LWGRP GRANT 2023	GENERAL FUND	BOARD OF COMMISSIONERS	3,315.00
			TOTAL:	3,315.00
MURRAY'S BOARDMAN PHARMACY	HEALTH/PHARM SUPPLY	GENERAL FUND	HEALTH DEPARTMENT	203.00
			TOTAL:	203.00
NAME BADGES BY JAN & TRIAD TROPHIES	SAFETY COMMIT/TUMBLER	SAFETY COMMITTEE F	NON-DEPARTMENTAL	24.00
	SAFETY COMMIT/TUMBLER	SAFETY COMMITTEE F	NON-DEPARTMENTAL	48.00
			TOTAL:	72.00
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	NON-DEPARTMENTAL	75.00
	NATIONWIDE RETIREMENT	VICTIM/WITNESS ASS	NON-DEPARTMENTAL	75.00
			TOTAL:	2,550.00
NEIGHBORHOOD CENTER OF SOUTH MORROW CO	MONTHLY ALLOCATION/MARCH 2	GENERAL FUND	NON-DEPARTMENTAL	2,777.00
			TOTAL:	2,777.00
NORTH MORROW TIMES	VETERANS/ADVERTISING	GENERAL FUND	VETERANS	198.00

VENDOR NAME	DESCRIPTION	FUND	DEPARTMENT	AMOUNT
	VETERANS/ADVERTISING	GENERAL FUND	VETERANS	14.90
	MCPT/ADVERTISING	SPEC TRANSPORTATIO	SPECIAL TRANSPORTATION	88.00
			TOTAL:	300.90
NORTH MORROW VECTOR CONT	NORTH MORROW VECTOR CONT	N MORROW VECTOR CO	N MORROW VECTOR CONTRO	9,417.48
			TOTAL:	9,417.48
NORTHWEST EQUIPMENT SALES, INC.	SHOP/ 4 HEADLAMP	ROAD FUND	ROAD DEPARTMENT	60.24
	SHOP/2 FILTER,LUBE,PANEL	ROAD FUND	ROAD DEPARTMENT	410.36
	#1001/2 TRANSMISSION SEAL	ROAD FUND	ROAD DEPARTMENT	82.10
	#1321/2 AIR FILTER	ROAD FUND	ROAD DEPARTMENT	32.86
	SHOP/GASK,2 SEAL, 2 HUB CA	ROAD FUND	ROAD DEPARTMENT	106.15
	#1000/POLY BELT	ROAD FUND	ROAD DEPARTMENT	48.49
	#1000/4 COMPRESSOR HEAD GA	ROAD FUND	ROAD DEPARTMENT	156.41
	#225/2 TIRES	ROAD FUND	ROAD DEPARTMENT	860.00
	SHOP/2 SEAL	ROAD FUND	ROAD DEPARTMENT	59.26
	#1000/2 SHOCKS	ROAD FUND	ROAD DEPARTMENT	115.44
	#1000/BELT	ROAD FUND	ROAD DEPARTMENT	28.86
	#1000/4 SEAL FOR AIR COMPR	ROAD FUND	ROAD DEPARTMENT	12.84
	#1000/COOLANT PIPE SEAL	ROAD FUND	ROAD DEPARTMENT	15.92
			TOTAL:	1,988.93
NORTHWEST RETIREMENT PLAN CONSULTANTS	DC PLAN ADMIN FEES 2022	GENERAL FUND	NON-DEPARTMENTAL	1,344.50
			TOTAL:	1,344.50
NW METAL FABRICATORS INC	ROAD/SHOP SUPPLIES	ROAD FUND	ROAD DEPARTMENT	388.68
			TOTAL:	388.68
MOACTC	MORROW CO A & T DUES 2023	GENERAL FUND	ASSESSOR/TAX COLLECTOR	250.00
	MORROW CO A & T DUES 2023	GENERAL FUND	ASSESSOR/TAX COLLECTOR	25.00
	MORROW CO A & T DUES 2023	GENERAL FUND	ASSESSOR/TAX COLLECTOR	25.00
			TOTAL:	300.00
ODP BUSINESS SOLUTIONS, LLC	FINANCE/OFFICE SUPPLY	GENERAL FUND	ADMINISTRATIVE SERVICE	63.32
	FINANACE/OFFICE SUPPLY	GENERAL FUND	ADMINISTRATIVE SERVICE	15.42
	HR/OFFICE SUPPLY	GENERAL FUND	ADMINISTRATIVE SERVICE	60.90
	HR/OFFICE SUPPLY	GENERAL FUND	ADMINISTRATIVE SERVICE	81.49
	JUSTICE CRT/OFFICE SUPPLY	GENERAL FUND	JUSTICE COURT	41.84
	JUSTICE CRT/OFFICE SUPPLY	GENERAL FUND	JUSTICE COURT	12.98
	DA OFF/OFFICE SUPPLY PRICE	GENERAL FUND	DISTRICT ATTORNEY	29.98-
	DA/OFFICE SUPPLY	GENERAL FUND	DISTRICT ATTORNEY	144.25
	DA OFFICE/OFFICE SUPPLY	GENERAL FUND	DISTRICT ATTORNEY	20.18
			TOTAL:	410.40
OJDDA	COURTROOM TRAINING/RAMIREZ	GENERAL FUND	JUVENILE DEPARTMENT	50.00
			TOTAL:	50.00
ONE AMERICA	ONE AMERICA	GENERAL FUND	NON-DEPARTMENTAL	4,737.57
	ONE AMERICA	GENERAL FUND	NON-DEPARTMENTAL	4,746.60
	ONE AMERICA	ROAD FUND	NON-DEPARTMENTAL	1,282.34
	ONE AMERICA	ROAD FUND	NON-DEPARTMENTAL	1,404.85
	ONE AMERICA	SPEC TRANSPORTATIO	NON-DEPARTMENTAL	320.20
	ONE AMERICA	SPEC TRANSPORTATIO	NON-DEPARTMENTAL	199.04
	ONE AMERICA	SPEC TRANSPORTATIO	NON-DEPARTMENTAL	60.58
			TOTAL:	12,751.18

VENDOR NAME	DESCRIPTION	FUND	DEPARTMENT	AMOUNT
OR ASSOCIATION OF WATER UTILITIES	MEMBERSHIP RENEW-PARKS 202	PARK FUND	ATV PARK	100.00
			TOTAL:	100.00
OR DEPT OF FISH & WILDLIFE	IRR JUSTICE CRT/RESTITUTIO	JUSTICE COURT BAIL	NON-DEPARTMENTAL	100.00
			TOTAL:	100.00
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	IRR JUSTICE CRT FEES/FEB 2	JUSTICE COURT BAIL	NON-DEPARTMENTAL	5,685.62
	MAR 2023 RETIREMENT TAXES	M.C. RETIRE. PLAN	NON-DEPARTMENTAL	12,566.36
			TOTAL:	18,251.98
OR DHS-OHA/OFS/RECEIPTING UNIT	FEB 2023 MARRIAGE LICENSES	GENERAL FUND	COUNTY CLERK	50.00
			TOTAL:	50.00
OR DMV SERVICES	RECORD INQUIRY/FEB 2023	GENERAL FUND	DISTRICT ATTORNEY	13.45
			TOTAL:	13.45
OR STATE SHERIFF'S ASSN	CIVIL SPRING CONF 2023	GENERAL FUND	SHERIFF'S DEPARTMENT	375.00
			TOTAL:	375.00
OR TRAIL LIBRARY DIST	OR TRAIL LIBRARY DIST	OREGON TRAIL LIBRA	OREGON TRAIL LIBRARY D	9,091.94
			TOTAL:	9,091.94
OREGON AFSCME COUNCIL 75	OREGON AFSCME COUNCIL 75	GENERAL FUND	NON-DEPARTMENTAL	1,141.73
	OREGON AFSCME COUNCIL 75	ROAD FUND	NON-DEPARTMENTAL	703.50
	OREGON AFSCME COUNCIL 75	SPEC TRANSPORTATIO	NON-DEPARTMENTAL	51.76
	OREGON AFSCME COUNCIL 75	PARK FUND	NON-DEPARTMENTAL	16.30
			TOTAL:	1,913.29
OREGON ASSOCIATION CHIEFS OF POLICE	STANARD POST FORM A	GENERAL FUND	SHERIFF'S DEPARTMENT	136.33
			TOTAL:	136.33
OREGON HEALTH AUTHORITY	LABRATORY SERVICE JAN 2023	GENERAL FUND	HEALTH DEPARTMENT	27.10
			TOTAL:	27.10
OREGON STATE POLICE	HANDGUN LICENSES FEB 2023	GENERAL FUND	SHERIFF'S DEPARTMENT	270.00
			TOTAL:	270.00
OREGON TEAMSTER	OREGON TEAMSTER	GENERAL FUND	NON-DEPARTMENTAL	28,762.69
	OREGON TEAMSTER	GENERAL FUND	NON-DEPARTMENTAL	0.24
	OREGON TEAMSTER	GENERAL FUND	NON-DEPARTMENTAL	1,554.75
	OREGON TEAMSTER	911 EMERGENCY FUND	NON-DEPARTMENTAL	2,332.11
	OREGON TEAMSTER	COMMUNITY CORRECTI	NON-DEPARTMENTAL	6,218.96
			TOTAL:	38,868.75
OSACA	2023 SPRING SCHOOL REGISTE	GENERAL FUND	ASSESSOR/TAX COLLECTOR	1,000.00
	2023 SPRING SCHOOL REGISTE	GENERAL FUND	ASSESSOR/TAX COLLECTOR	1,000.00
	2023 SPRING SCHOOL REGISTE	GENERAL FUND	ASSESSOR/TAX COLLECTOR	100.00
	2023 SPRING SCHOOL REGISTE	GENERAL FUND	ASSESSOR/TAX COLLECTOR	50.00
	2023 SPRING SCHOOL REGISTE	GENERAL FUND	ASSESSOR/TAX COLLECTOR	460.00
	2023 SPRING SCHOOL REGISTE	GENERAL FUND	ASSESSOR/TAX COLLECTOR	460.00
			TOTAL:	3,070.00

VENDOR NAME	DESCRIPTION	FUND	DEPARTMENT	AMOUNT
OSW EQUIPMENT & REPAIR LLC	#1263/JOY STICK CONTROL FU	ROAD FUND	ROAD DEPARTMENT	679.29
			TOTAL:	679.29
OXARC, INC.	TANK FILL/FEB 2023	ROAD FUND	ROAD DEPARTMENT	10.74
			TOTAL:	10.74
PACWEST MACHINERY LLC	ROAD/SHOP SUPPLIES	ROAD FUND	ROAD DEPARTMENT	2,511.00
			TOTAL:	2,511.00
PAPE MACHINERY	#1305/REPLC DEF TANK HEADE	ROAD FUND	ROAD DEPARTMENT	199.01
			TOTAL:	199.01
PAVEMENT TECHNOLOGIES INTL CORP	ROAD EQUIP/PUGMILL FINAL	ROAD FUND EQUIP RE	ROAD DEPARTMENT	185,302.50
			TOTAL:	185,302.50
PBS ENGINEERING AND ENVIRONMENTAL INC.	FUNGAL ASSESSMENT/FEB 2023	GENERAL FUND	PUBLIC WORKS-GEN MAINT	2,900.00
			TOTAL:	2,900.00
PECK, DEBBIE	JAN 2023 MILE/MEAL REIMBUR	GENERAL FUND	DISTRICT ATTORNEY	6.88
	JAN 2023 MILE/MEAL REIMBUR	GENERAL FUND	DISTRICT ATTORNEY	47.25
			TOTAL:	54.13
PERS-OPSRP	PERS-OPSRP	GENERAL FUND	NON-DEPARTMENTAL	4,089.28
	PERS-OPSRP	GENERAL FUND	NON-DEPARTMENTAL	4,163.03
			TOTAL:	8,252.31
PETTYJOHN'S FARM & BUILDERS SUPPLY	GM/VEHICLE MAINT	GENERAL FUND	PUBLIC WORKS-GEN MAINT	11.99
	GM/BUILDING MAINT	GENERAL FUND	PUBLIC WORKS-GEN MAINT	84.26
	GM/GROUND MAINT	GENERAL FUND	PUBLIC WORKS-GEN MAINT	37.94
	ROAD/MISC MAINT	ROAD FUND	ROAD DEPARTMENT	68.93
	ROAD/SIGNAGE	ROAD FUND	ROAD DEPARTMENT	141.60
	AIRPORT/GROUNDS MAINT	AIRPORT FUND	AIRPORT	4.95
	FAIR/MISC REPAIR-MAINT	FAIR	NON-DEPARTMENTAL	161.24
	CUTS/BUILDING MAINT	PARK FUND	CUTSFORTH PARK	49.98
	OHV/CABIN MAINT	PARK FUND	ATV PARK	1,330.32
			TOTAL:	1,891.21
POND, CHRISTIAN	MUSIC ENTERTAINMENT/2023	FAIR	SPECIAL EVENT	1,600.00
			TOTAL:	1,600.00
PORT OF MORROW	PORT OF MORROW	PORT OF MORROW	PORT OF MORROW	3,373.52
			TOTAL:	3,373.52
PREMIER GLASS, LLC	#0524/INSTALL WINDSHIELD	ROAD FUND	ROAD DEPARTMENT	385.00
			TOTAL:	385.00
PROTHMAN COMPANY	COUNTY ADMIN/SOURCING	GENERAL FUND	NON-DEPARTMENTAL	3,249.00
	COUNTY ADMIN/SOURCING	GENERAL FUND	NON-DEPARTMENTAL	5,833.33
			TOTAL:	9,082.33
PUSH ENTERPRISES, INC	BULL RIDING EVENT/2023	FAIR	SPECIAL EVENT	19,250.00
			TOTAL:	19,250.00
QUILL CORPORATION	SHER OFF-DISP/OFFICE SUPPL	GENERAL FUND	SHERIFF'S DEPARTMENT	3.28
	SHER OFF-DISP/OFFICE SUPPL	911 EMERGENCY FUND	SHERIFF'S DEPARTMENT	260.29
	DISPATCH/OFFICE SUPPLY	911 EMERGENCY FUND	SHERIFF'S DEPARTMENT	144.30

VENDOR NAME	DESCRIPTION	FUND	DEPARTMENT	AMOUNT
			TOTAL:	407.87
RAYMOND JAMES & ASSOCIATES	RAYMOND JAMES	GENERAL FUND	NON-DEPARTMENTAL	40,235.79
	RAYMOND JAMES	GENERAL FUND	NON-DEPARTMENTAL	2,587.61
	RAYMOND JAMES	GENERAL FUND	NON-DEPARTMENTAL	41,053.47
	RAYMOND JAMES	GENERAL FUND	NON-DEPARTMENTAL	2,427.61
	RAYMOND JAMES	ROAD FUND	NON-DEPARTMENTAL	10,256.00
	RAYMOND JAMES	ROAD FUND	NON-DEPARTMENTAL	175.00
	RAYMOND JAMES	ROAD FUND	NON-DEPARTMENTAL	9,881.60
	RAYMOND JAMES	ROAD FUND	NON-DEPARTMENTAL	335.00
	RAYMOND JAMES	911 EMERGENCY FUND	NON-DEPARTMENTAL	2,124.05
	RAYMOND JAMES	911 EMERGENCY FUND	NON-DEPARTMENTAL	2,070.06
	RAYMOND JAMES	VICTIM/WITNESS ASS	NON-DEPARTMENTAL	627.58
	RAYMOND JAMES	VICTIM/WITNESS ASS	NON-DEPARTMENTAL	627.58
	RAYMOND JAMES	PARK FUND	NON-DEPARTMENTAL	814.64
	RAYMOND JAMES	PARK FUND	NON-DEPARTMENTAL	814.64
	RAYMOND JAMES	COMMUNITY CORRECTI	NON-DEPARTMENTAL	3,634.38
	RAYMOND JAMES	COMMUNITY CORRECTI	NON-DEPARTMENTAL	3,775.10
			TOTAL:	121,440.11
REEVE KEARNS, PC	FEB 2023 SERVICES RENDERED	GENERAL FUND	PLANNING DEPARTMENT	1,575.00
			TOTAL:	1,575.00
REGISTRATIONMAX LLC	FAIRENTRY LICENSE 2023	FAIR	FAIR	500.00
			TOTAL:	500.00
RICOH USA, INC.	VETERANS COPIER/USE-FEB 20	GENERAL FUND	VETERANS	18.74
			TOTAL:	18.74
RWC INTERNATIONAL, LTD.	SHOP/AIR LINE TUBE	ROAD FUND	ROAD DEPARTMENT	51.32
	#1000/1001/TRANS OUTPUT OR	ROAD FUND	ROAD DEPARTMENT	23.02
	#1000/COMPRESSOR REBUILD K	ROAD FUND	ROAD DEPARTMENT	269.54
			TOTAL:	343.88
RYDER ELECTION SERVICES, LLC	NOV 2022 ELECTION BALLOTS	GENERAL FUND	COUNTY CLERK	2,449.76
	NOV 2022 ELECTION PROGRAMM	GENERAL FUND	COUNTY CLERK	586.25
	NOV 2022 ELECTION DS450 RE	GENERAL FUND	COUNTY CLERK	800.00
			TOTAL:	3,836.01
SANITARY DISPOSAL, INC.	NTS FEE FEB 2023	GENERAL FUND	NORTH TRANSFER STATION	1,962.59
	STS FEE FEB 2023	GENERAL FUND	SOLID WASTE TRNS STATI	274.16
			TOTAL:	2,236.75
SCHULTZ, DANIAL	2018 DURANGO/WINDSHIELF RE	GENERAL FUND	SHERIFF'S DEPARTMENT	820.62
	2018 DURANGO/ROCK CHIP REP	GENERAL FUND	SHERIFF'S DEPARTMENT	45.00
	2014 AVENGER/ROCK CHIP REP	GENERAL FUND	SHERIFF'S DEPARTMENT	45.00
	2017 DURANGO/WINDSHIELD RE	GENERAL FUND	SHERIFF'S DEPARTMENT	820.62
	2019 CHARGER/ROCK CHIP REP	GENERAL FUND	SHERIFF'S DEPARTMENT	45.00
			TOTAL:	1,776.24
SMITTY'S ACE HARDWARE	GM/BUILDING MAINT	GENERAL FUND	PUBLIC WORKS-GEN MAINT	21.58
	GM/BUILDING MAINT	GENERAL FUND	PUBLIC WORKS-GEN MAINT	35.98
	#1308/GLOVES,MAP PRO GAS	GENERAL FUND	PUBLIC WORKS-GEN MAINT	23.98
	GM/SHOP SUPPLY	GENERAL FUND	PUBLIC WORKS-GEN MAINT	32.17
	GM/SMALL TOOL RETURN	GENERAL FUND	PUBLIC WORKS-GEN MAINT	16.99-
	GM/SHOP SUPPLY	GENERAL FUND	PUBLIC WORKS-GEN MAINT	23.55

VENDOR NAME	DESCRIPTION	FUND	DEPARTMENT	AMOUNT
	GM/BUILDING MAINT	GENERAL FUND	PUBLIC WORKS-GEN MAINT	31.98
	GM/BUILDING MAINT	GENERAL FUND	PUBLIC WORKS-GEN MAINT	9.99
	GM/BUILDING MAINT	GENERAL FUND	PUBLIC WORKS-GEN MAINT	17.98
	GM/BUILDING MAINT	GENERAL FUND	PUBLIC WORKS-GEN MAINT	52.92
	GM/BUILDING MAINT	GENERAL FUND	PUBLIC WORKS-GEN MAINT	3.98
	GM/SHOP SUPPLY	GENERAL FUND	PUBLIC WORKS-GEN MAINT	9.99
	GM/BUILDING MAINT	GENERAL FUND	PUBLIC WORKS-GEN MAINT	9.98
	GM/SHOP SUPPLY	GENERAL FUND	PUBLIC WORKS-GEN MAINT	84.98
	NTS/GROUNDS MAINT	GENERAL FUND	NORTH TRANSFER STATION	6.98
	F/C JAN 2023	GENERAL FUND	NON-DEPARTMENTAL	1.07
	F/C FEB 2023	GENERAL FUND	NON-DEPARTMENTAL	7.92
	ROAD/VEHICLE MAINT	ROAD FUND	ROAD DEPARTMENT	65.98
	OHV/CABIN MAINT	PARK FUND	ATV PARK	282.61
			TOTAL:	706.63
SNAP-ON TOOLS	ZEUS PLUS WITH 1YR DATA PL	ROAD FUND	ROAD DEPARTMENT	8,200.00
	ZEUS PLUS WITH 1YR DATA PL	ROAD FUND	ROAD DEPARTMENT	1,530.01
			TOTAL:	9,730.01
SPECIAL COLLECTIONS OR DEPT OF JUSTICE	REFUND-PYMT OVRAGE/FEB 20	GENERAL FUND	COUNTY CLERK	17.00
			TOTAL:	17.00
SPOT ON SEPTIC	SANITARY SERV-NTS/FEB 2023	GENERAL FUND	NORTH TRANSFER STATION	200.00
	SANITARY SERV-STs/FEB 2023	GENERAL FUND	SOLID WASTE TRNS STATI	200.00
			TOTAL:	400.00
SPRAY RODEO ASSOCIATION, INC.	2023 CHUTE SIGN SPONSOR	PARK FUND	ATV PARK	300.00
			TOTAL:	300.00
STAPLES	JUSTICE CRT/OFFICE SUPPLY	GENERAL FUND	JUSTICE COURT	61.62
			TOTAL:	61.62
STATE FORESTER-OR DEPT OF FORESTRY	STATE FORESTER-OR DEPT OF	STATE FIRE PATROL	FOREST PATROL	2,487.38
			TOTAL:	2,487.38
SUNNYSLOPE MARKETING, LLC	PARKS/MARKETING BROCHURES	PARK FUND	CUTSFORTH PARK	213.33
	PARKS/MARKETING BROCHURES	PARK FUND	ANSON WRIGHT PARK	213.33
	PARKS/MARKETING BROCHURES	PARK FUND	ATV PARK	213.34
			TOTAL:	640.00
SWEENEY, COREY	MILEAGE REIMBURSE/FEB 2023	GENERAL FUND	WEED DEPT.	167.91
			TOTAL:	167.91
SYKES PUBLISHING	FINANCE/DISPLAY AD	GENERAL FUND	ADMINISTRATIVE SERVICE	82.50
	ASSESSOR/BUSINESS CARDS	GENERAL FUND	ASSESSOR/TAX COLLECTOR	26.50
	ASSESSOR/LEGAL NOTICE	GENERAL FUND	ASSESSOR/TAX COLLECTOR	88.75
	TREASURER/LETTERHEAD	GENERAL FUND	TREASURER	158.65
	TREASURER 23 SUBSCRIPT/GAZ	GENERAL FUND	TREASURER	35.00
	TREASURER/ENVELOPE PRINTIN	GENERAL FUND	COUNTY CLERK	237.43
	DA/BUSINESS CARDS	GENERAL FUND	DISTRICT ATTORNEY	50.00
	DA/ENVELOPE PRINTING	GENERAL FUND	DISTRICT ATTORNEY	137.90
	SHER OFF/ENVELOPE PRINTING	GENERAL FUND	SHERIFF'S DEPARTMENT	226.51
	HEALTH 23 SUBSCRIPT/GAZETT	GENERAL FUND	HEALTH DEPARTMENT	31.00
	HEALTH/DISPLAY AD	GENERAL FUND	HEALTH DEPARTMENT	94.44
	HEALTH/DISPLAY AD	GENERAL FUND	HEALTH DEPARTMENT	177.75
	PLANNING/BUSINESS CARDS	GENERAL FUND	PLANNING DEPARTMENT	42.50

VENDOR NAME	DESCRIPTION	FUND	DEPARTMENT	AMOUNT
	PLANNING/BUSINESS CARDS	GENERAL FUND	PLANNING DEPARTMENT	42.50
	PLANNING/DISPLAY AD 3CT	GENERAL FUND	PLANNING DEPARTMENT	107.25
	PLANNING/DISPLAY AD 3CT	GENERAL FUND	PLANNING DEPARTMENT	107.25
	PLANNING/DISPLAY AD 3CT	GENERAL FUND	PLANNING DEPARTMENT	107.25
	PW/3-LEGAL NOTICE	GENERAL FUND	PUBLIC WORKS ADMIN	158.05
	PW/3-LEGAL NOTICE	ROAD FUND	ROAD DEPARTMENT	99.30
	PW/3-LEGAL NOTICE	ROAD FUND	ROAD DEPARTMENT	122.85
	MCPT/DISPLAY AD	SPEC TRANSPORTATIO	SPECIAL TRANSPORTATION	82.50
	MCPT/DISPLAY AD	SPEC TRANSPORTATIO	SPECIAL TRANSPORTATION	82.50
	MCPT/DISPLAY AD	SPEC TRANSPORTATIO	SPECIAL TRANSPORTATION	27.50
	MCPT/DISPLAY AD	SPEC TRANSPORTATIO	SPECIAL TRANSPORTATION	49.50
			TOTAL:	2,375.38
TARCO INDUSTRIES, INC.	ROAD/SMALL TOOLS	ROAD FUND	ROAD DEPARTMENT	374.40
			TOTAL:	374.40
TEAMSTERS LOCAL 223	TEAMSTERS LOCAL 223	GENERAL FUND	NON-DEPARTMENTAL	1,138.00
	TEAMSTERS LOCAL 223	911 EMERGENCY FUND	NON-DEPARTMENTAL	73.50
	TEAMSTERS LOCAL 223	COMMUNITY CORRECTI	NON-DEPARTMENTAL	253.50
			TOTAL:	1,465.00
THOMPSON, SUSAN	MILEAGE REIMB/FEB 2023	GENERAL FUND	HEALTH DEPARTMENT	66.81
			TOTAL:	66.81
TOWN OF LEXINGTON	2023 MCCC GRANT AWARD	GENERAL FUND	NON-DEPARTMENTAL	2,000.00
	WATER-ROAD SHOP/FEB 2023	ROAD FUND	ROAD DEPARTMENT	49.00
	WATER-PW OFFICE/FEB 2023	ROAD FUND	ROAD DEPARTMENT	49.00
	TOWN OF LEXINGTON	CITY OF LEXINGTON	CITY OF LEXINGTON	412.71
			TOTAL:	2,510.71
TRAFFIC SAFETY SUPPLY CO, INC	STS-NTS-ROAD/CONES,BARS	GENERAL FUND	NORTH TRANSFER STATION	730.64
	STS-NTS-ROAD/CONES,BARS	GENERAL FUND	SOLID WASTE TRNS STATI	730.65
	STS-NTS-ROAD/CONES,BARS	ROAD FUND	ROAD DEPARTMENT	730.64
			TOTAL:	2,191.93
TRAVEL INFORMATION COUNCIL	SIGN PROG PERMIT RENEWAL/2	PARK FUND	ATV PARK	388.00
			TOTAL:	388.00
UC COMMUNITY COUNSELING SOLUTIONS	NOV 22-FEB 23/SERV RENDERE	GENERAL FUND	JUVENILE DEPARTMENT	360.00
			TOTAL:	360.00
UULINE	ROAD/6-DISINFECT WIPES	ROAD FUND	ROAD DEPARTMENT	46.50
			TOTAL:	46.50
UMATILLA CO DA OFFICE	GEORGE MURDOCK CONF 2023	VICTIM/WITNESS ASS	DISTRICT ATTORNEY	200.00
	GEORGE MURDOCK CONF 2023	VICTIM/WITNESS ASS	DISTRICT ATTORNEY	200.00
	GEORGE MURDOCK CONF 2023	VICTIM/WITNESS ASS	DISTRICT ATTORNEY	200.00
	GEORGE MURDOCK CONF 2023	VICTIM/WITNESS ASS	DISTRICT ATTORNEY	200.00
	GEORGE MURDOCK CONF 2023	VICTIM/WITNESS ASS	DISTRICT ATTORNEY	200.00
	GEORGE MURDOCK CONF 2023	VICTIM/WITNESS ASS	DISTRICT ATTORNEY	200.00
	GEORGE MURDOCK CONF 2023	VICTIM/WITNESS ASS	DISTRICT ATTORNEY	200.00
	GEORGE MURDOCK CONF 2023	VICTIM/WITNESS ASS	DISTRICT ATTORNEY	200.00
			TOTAL:	1,600.00
UMATILLA CO FEDERAL	UMATILLA CO FEDERAL	GENERAL FUND	NON-DEPARTMENTAL	6,362.05
	UMATILLA CO FEDERAL	GENERAL FUND	NON-DEPARTMENTAL	6,362.05

VENDOR NAME	DESCRIPTION	FUND	DEPARTMENT	AMOUNT
	UMATILLA CO FEDERAL	ROAD FUND	NON-DEPARTMENTAL	555.00
	UMATILLA CO FEDERAL	ROAD FUND	NON-DEPARTMENTAL	555.00
	UMATILLA CO FEDERAL	911 EMERGENCY FUND	NON-DEPARTMENTAL	50.00
	UMATILLA CO FEDERAL	911 EMERGENCY FUND	NON-DEPARTMENTAL	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	NON-DEPARTMENTAL	50.00
	UMATILLA CO FEDERAL	COMMUNITY CORRECTI	NON-DEPARTMENTAL	50.00
			TOTAL:	15,769.10
UMATILLA CO SHERIFF'S OFFICE	MEDICAL SERVICES/SEP-JAN 2	GENERAL FUND	SHERIFF'S DEPARTMENT	1,819.00
	MEDICAL SERVICES/SEP-JAN 2	GENERAL FUND	SHERIFF'S DEPARTMENT	1,018.64
	MEDICAL SERVICES/SEP-JAN 2	GENERAL FUND	SHERIFF'S DEPARTMENT	156.91
			TOTAL:	957.27
UMATILLA ELECTRIC COOPERATIVE	DOCKEN BLDG/FEB 2023	GENERAL FUND	HEALTH DEPARTMENT	359.39
	PUBLIC WORKS BLDGS/FEB 202	GENERAL FUND	PUBLIC WORKS-GEN MAINT	101.53
	PUBLIC WORKS BLDGS/FEB 202	GENERAL FUND	PUBLIC WORKS-GEN MAINT	1,539.36
	PUBLIC WORKS BLDGS/FEB 202	GENERAL FUND	NORTH TRANSFER STATION	54.32
	PUBLIC WORKS BLDGS/FEB 202	ROAD FUND	ROAD DEPARTMENT	47.00
	RESTITUTION/INVOICE #20157	JUSTICE COURT BAIL	NON-DEPARTMENTAL	300.00
			TOTAL:	2,401.60
UMATILLA MORROW RADIO AND DATA DISTRIC	UMATILLA MORROW RADIO AND	RADIO DISTRICT	RADIO DISTRICT	6,817.84
			TOTAL:	6,817.84
UNIVERSAL RECYCLING TECHNOLOGIES, LLC	NTS PERIPHERAL RECYCLING	GENERAL FUND	NORTH TRANSFER STATION	179.20
	NTS PERIPHERAL RECYCLING	GENERAL FUND	NORTH TRANSFER STATION	22.40
	STS PERIPHERAL RECYCLING	GENERAL FUND	SOLID WASTE TRNS STATI	97.44
	STS PERIPHERAL RECYCLING	GENERAL FUND	SOLID WASTE TRNS STATI	12.18
			TOTAL:	311.22
US CELLULAR	MERGED DEPT CELLS/MAR 2023	GENERAL FUND	TREASURER	94.97
	FEB 2023 MERGED DEPT CELLS	GENERAL FUND	VETERANS	73.80
	MERGED DEPT CELLS/MAR 2023	GENERAL FUND	VETERANS	73.80
	FEB 2023 MERGED DEPT CELLS	GENERAL FUND	JUVENILE DEPARTMENT	94.78
	MERGED DEPT CELLS/MAR 2023	GENERAL FUND	JUVENILE DEPARTMENT	94.78
	SHER OFF CELLS/MAR 2023	GENERAL FUND	SHERIFF'S DEPARTMENT	1,611.26
	FEB 2023 MERGED DEPT CELLS	GENERAL FUND	HEALTH DEPARTMENT	324.59
	FEB 2023 MERGED DEPT CELLS	GENERAL FUND	HEALTH DEPARTMENT	32.15
	FEB 2023 MERGED DEPT CELLS	GENERAL FUND	HEALTH DEPARTMENT	46.14
	FEB 2023 MERGED DEPT CELLS	GENERAL FUND	HEALTH DEPARTMENT	32.15
	FEB 2023 MERGED DEPT CELLS	GENERAL FUND	HEALTH DEPARTMENT	64.30
	MERGED DEPT CELLS/MAR 2023	GENERAL FUND	HEALTH DEPARTMENT	253.03
	MERGED DEPT CELLS/MAR 2023	GENERAL FUND	HEALTH DEPARTMENT	32.15
	MERGED DEPT CELLS/MAR 2023	GENERAL FUND	HEALTH DEPARTMENT	46.14
	MERGED DEPT CELLS/MAR 2023	GENERAL FUND	HEALTH DEPARTMENT	32.15
	MERGED DEPT CELLS/MAR 2023	GENERAL FUND	HEALTH DEPARTMENT	64.30
	FEB 2023 MERGED DEPT CELLS	GENERAL FUND	PLANNING DEPARTMENT	29.49
	FEB 2023 MERGED DEPT CELLS	GENERAL FUND	PLANNING DEPARTMENT	29.49
	MERGED DEPT CELLS/MAR 2023	GENERAL FUND	PLANNING DEPARTMENT	29.49
	MERGED DEPT CELLS/MAR 2023	GENERAL FUND	PLANNING DEPARTMENT	29.49
	FEB 2023 MERGED DEPT CELLS	GENERAL FUND	EMERGENCY MANAGEMENT	63.78
	MERGED DEPT CELLS/MAR 2023	GENERAL FUND	EMERGENCY MANAGEMENT	63.78
	FEB 2023 MERGED DEPT CELLS	GENERAL FUND	PUBLIC WORKS-GEN MAINT	168.42
	MERGED DEPT CELLS/MAR 2023	GENERAL FUND	PUBLIC WORKS-GEN MAINT	168.42

VENDOR NAME	DESCRIPTION	FUND	DEPARTMENT	AMOUNT
	FEB 2023 MERGED DEPT CELLS	GENERAL FUND	NORTH TRANSFER STATION	14.49
	FEB 2023 MERGED DEPT CELLS	GENERAL FUND	NORTH TRANSFER STATION	81.73
	MERGED DEPT CELLS/MAR 2023	GENERAL FUND	NORTH TRANSFER STATION	14.49
	MERGED DEPT CELLS/MAR 2023	GENERAL FUND	NORTH TRANSFER STATION	81.73
	FEB 2023 MERGED DEPT CELLS	GENERAL FUND	SOLID WASTE TRNS STATI	14.49
	MERGED DEPT CELLS/MAR 2023	GENERAL FUND	SOLID WASTE TRNS STATI	14.49
	FEB 2023 MERGED DEPT CELLS	GENERAL FUND	WEED DEPT.	72.08
	MERGED DEPT CELLS/MAR 2023	GENERAL FUND	WEED DEPT.	72.08
	FEB 2023 MERGED DEPT CELLS	GENERAL FUND	NON-DEPARTMENTAL	32.15
	FEB 2023 MERGED DEPT CELLS	GENERAL FUND	NON-DEPARTMENTAL	102.38
	FEB 2023 MERGED DEPT CELLS	GENERAL FUND	NON-DEPARTMENTAL	47.15
	FEB 2023 MERGED DEPT CELLS	GENERAL FUND	NON-DEPARTMENTAL	145.09
	MERGED DEPT CELLS/MAR 2023	GENERAL FUND	NON-DEPARTMENTAL	32.15
	MERGED DEPT CELLS/MAR 2023	GENERAL FUND	NON-DEPARTMENTAL	47.39
	MERGED DEPT CELLS/MAR 2023	GENERAL FUND	NON-DEPARTMENTAL	47.15
	MERGED DEPT CELLS/MAR 2023	GENERAL FUND	NON-DEPARTMENTAL	365.62
	FEB 2023 MERGED DEPT CELLS	ROAD FUND	ROAD DEPARTMENT	488.67
	MERGED DEPT CELLS/MAR 2023	ROAD FUND	ROAD DEPARTMENT	488.67
	AIRPORT/AWOS FEB 2023	AIRPORT FUND	AIRPORT	40.51
	AIRPORT/AWOS FEB 2023	AIRPORT FUND	AIRPORT	40.51
	FEB 2023 MERGED DEPT CELLS	FAIR	NON-DEPARTMENTAL	32.15
	MERGED DEPT CELLS/MAR 2023	FAIR	NON-DEPARTMENTAL	32.15
	FEB 2023 MCPT/DATA	SPEC TRANSPORTATIO	SPECIAL TRANSPORTATION	364.59
	MCPT CELL-IPAD/FEB 2023	SPEC TRANSPORTATIO	SPECIAL TRANSPORTATION	363.24
	MCPT DATA/MAR 2023	SPEC TRANSPORTATIO	SPECIAL TRANSPORTATION	403.74
	FEB 2023 MERGED DEPT CELLS	ENFORCEMENT FUND	DISTRICT ATTORNEY	47.39
	MERGED DEPT CELLS/MAR 2023	ENFORCEMENT FUND	DISTRICT ATTORNEY	47.39
	FEB 2023 MERGED DEPT CELLS	VICTIM/WITNESS ASS	DISTRICT ATTORNEY	32.15
	MERGED DEPT CELLS/MAR 2023	VICTIM/WITNESS ASS	DISTRICT ATTORNEY	32.15
	FEB 2023 MERGED DEPT CELLS	PARK FUND	ATV PARK	132.76
	MERGED DEPT CELLS/MAR 2023	PARK FUND	ATV PARK	132.76
			TOTAL:	7,416.34
US POSTAL SERVICE-HEPPNER POSTMASTER	1ST CLASS PRESORT-MKT MAIL	GENERAL FUND	NON-DEPARTMENTAL	290.00
	1ST CLASS PRESORT-MKT MAIL	GENERAL FUND	NON-DEPARTMENTAL	290.00
			TOTAL:	580.00
US POSTAL SERVICE-IRRIGON POSTMASTER	BOX 560 RENT-VETERANS	GENERAL FUND	VETERANS	94.00
			TOTAL:	94.00
USDA, APHIS, GENERAL	APHIS-WILDLIFE SERV/FEB 20	GENERAL FUND	NON-DEPARTMENTAL	769.94
			TOTAL:	769.94
VERIZON WIRELESS	S/O MODEMS-OHV INT/FEB 202	GENERAL FUND	SHERIFF'S DEPARTMENT	816.61
	SURVEYOR CELL/FEB 2023	GENERAL FUND	SURVEYOR'S DEPARTMENT	42.47
	DA OFF DATA PLAN/JAN 2023	ENFORCEMENT FUND	DISTRICT ATTORNEY	63.31
	OHV CELL/FEB 2023	PARK FUND	ATV PARK	40.08
	S/O MODEMS-OHV INT/FEB 202	PARK FUND	ATV PARK	40.81
			TOTAL:	1,003.28
VISA	LODGING-COMFORT SUITES/COR	GENERAL FUND	BOARD OF COMMISSIONERS	242.90
	FUEL-SINCLAIR/LEXINGTON	GENERAL FUND	BOARD OF COMMISSIONERS	33.03
	FUEL-LEXINGTON/SINCLAIR	GENERAL FUND	BOARD OF COMMISSIONERS	37.13
	FUEL-LOVES/BOARDMAN	GENERAL FUND	BOARD OF COMMISSIONERS	33.11
	MEAL-DQ GRILL/WOODBURN	GENERAL FUND	BOARD OF COMMISSIONERS	7.00
	LODGING-COMFORT SUITES/COR	GENERAL FUND	BOARD OF COMMISSIONERS	242.90

VENDOR NAME	DESCRIPTION	FUND	DEPARTMENT	AMOUNT
	BOC/OFFICE SUPPLY	GENERAL FUND	BOARD OF COMMISSIONERS	38.98
	MEAL-SUBWAY/SALEM	GENERAL FUND	BOARD OF COMMISSIONERS	7.58
	MEAL-MOMIJI/SALEM	GENERAL FUND	BOARD OF COMMISSIONERS	27.46
	FUEL-SINCLAIR/BOARDMAN	GENERAL FUND	BOARD OF COMMISSIONERS	43.01
	FUEL-MOBIL/HEPPNER	GENERAL FUND	ADMINISTRATIVE SERVICE	26.34
	MEAL-BIBIM HOUSE/SALEM	GENERAL FUND	ASSESSOR/TAX COLLECTOR	10.99
	TREASURER/BANK ERROR	GENERAL FUND	TREASURER	19.00-
	OGFOA 22-23 DUES-PAPINEAU	GENERAL FUND	TREASURER	135.00
	MEAL-RUDY'S STEAKHOUSE/SAL	GENERAL FUND	COUNTY CLERK	73.00
	MEAL-B.L ROADHOUSE/SALEM	GENERAL FUND	COUNTY CLERK	48.95
	MEAL-MASONRY GRILL/SALEM	GENERAL FUND	COUNTY CLERK	30.00
	MEAL-CANTON WOK/THE DALLES	GENERAL FUND	COUNTY CLERK	28.90
	CLERK/OFFICE SUPPLY	GENERAL FUND	COUNTY CLERK	31.42
	LODGING-GRAND HOTEL/SALEM	GENERAL FUND	COUNTY CLERK	521.61
	LODGING-GRAND HOTEL/SALEM	GENERAL FUND	COUNTY CLERK	521.61
	LPSCC MTG MEAL	GENERAL FUND	JUSTICE COURT	114.95
	FUEL-MOBIL/HEPPNER	GENERAL FUND	JUSTICE COURT	44.94
	FUEL-SINCLAIR/LEXINGTON	GENERAL FUND	JUSTICE COURT	45.00
	FUEL-LEXINGTON/SINCLAIR	GENERAL FUND	JUSTICE COURT	34.00
	MEAL-BUCKNUM'S/HEPPNER	GENERAL FUND	DISTRICT ATTORNEY	22.25
	ADOBE MONTHLY SUBSCRIPT/DA	GENERAL FUND	DISTRICT ATTORNEY	9.99
	OR STATE BAR 2023/NELSON	GENERAL FUND	DISTRICT ATTORNEY	733.00
	OR STATE BAR 2023/WILLIAMS	GENERAL FUND	DISTRICT ATTORNEY	708.00
	2012 CHARGER/ENGINE REPAIR	GENERAL FUND	JUVENILE DEPARTMENT	573.43
	LODGING-HOLIDAY INN/SALEM	GENERAL FUND	JUVENILE DEPARTMENT	110.25
	MEAL-IONE MARKET/IONE	GENERAL FUND	SHERIFF'S DEPARTMENT	45.63
	K-9/DOG FOOD	GENERAL FUND	SHERIFF'S DEPARTMENT	73.90
	UNIFORM EXPENSE	GENERAL FUND	SHERIFF'S DEPARTMENT	109.84
	UNIFORM EXPENSE	GENERAL FUND	SHERIFF'S DEPARTMENT	16.98
	SHER OFF/OFFICE SUPPLY	GENERAL FUND	SHERIFF'S DEPARTMENT	25.64
	MEAL-MCDONALD'S/WASCO	GENERAL FUND	SHERIFF'S DEPARTMENT	16.50
	MEAL-RONS FOOD MART/KENNEW	GENERAL FUND	SHERIFF'S DEPARTMENT	31.49
	FUEL-MOBIL/HEPPNER	GENERAL FUND	SHERIFF'S DEPARTMENT	52.50
	FUEL-HEPPNER/MOBIL	GENERAL FUND	SHERIFF'S DEPARTMENT	60.00
	MEAL-BURGER KING/KENNEWICK	GENERAL FUND	SHERIFF'S DEPARTMENT	7.60
	MEAL-BUCKNUM'S/HEPPNER	GENERAL FUND	SHERIFF'S DEPARTMENT	13.22
	MEAL-CARL'S JR/BOARDMAN	GENERAL FUND	SHERIFF'S DEPARTMENT	23.18
	MEAL-TASTEE TREET/PRINEVIL	GENERAL FUND	SHERIFF'S DEPARTMENT	29.50
	MEAL-BALDYS BBQ/BEND	GENERAL FUND	SHERIFF'S DEPARTMENT	46.00
	MEAL-THE HIDEAWAY/REDMOND	GENERAL FUND	SHERIFF'S DEPARTMENT	44.00
	MEAL-BURGER RANCH/KENNEWIC	GENERAL FUND	SHERIFF'S DEPARTMENT	20.18
	MEAL-BURGER KING/KENNEWICK	GENERAL FUND	SHERIFF'S DEPARTMENT	27.15
	OPOA 2023 COURSE/CARTER	GENERAL FUND	SHERIFF'S DEPARTMENT	275.00
	MEAL-O'DONNELLS/EVERETT	GENERAL FUND	SHERIFF'S DEPARTMENT	24.98
	LODGING-HOLIDAY INN/EVERET	GENERAL FUND	SHERIFF'S DEPARTMENT	132.50
	HEALTH/POSTAGE STAMPS	GENERAL FUND	HEALTH DEPARTMENT	12.60
	HEALTH/OR BOARD PHARM LICE	GENERAL FUND	HEALTH DEPARTMENT	100.00
	HEALTH/OR BOARD PHARM LICE	GENERAL FUND	HEALTH DEPARTMENT	100.00
	FUEL-SINCLAIR/LEXINGTON	GENERAL FUND	PLANNING DEPARTMENT	28.78
	PLANNING/ZAMZAR PLAN	GENERAL FUND	PLANNING DEPARTMENT	9.09
	FUEL-METRO MART/HERMISTON	GENERAL FUND	PLANNING DEPARTMENT	52.43
	PLANNING/OFFICE SUPPLY	GENERAL FUND	PLANNING DEPARTMENT	59.16
	PLANNING/MEETING SUPPLY	GENERAL FUND	PLANNING DEPARTMENT	4.85
	PLANNING/MEETING SUPPLY	GENERAL FUND	PLANNING DEPARTMENT	9.55
	CDS GRANT MTG MEAL	GENERAL FUND	PLANNING DEPARTMENT	120.00
	PLANNING/OFFICE SUPPLY	GENERAL FUND	PLANNING DEPARTMENT	7.39

VENDOR NAME	DESCRIPTION	FUND	DEPARTMENT	AMOUNT
	PLANNING/OFFICE SUPPLY	GENERAL FUND	PLANNING DEPARTMENT	16.97
	PLANNING/OFFICE SUPPLY	GENERAL FUND	PLANNING DEPARTMENT	170.64
	FUEL-SHELL/IRRIGON	GENERAL FUND	PLANNING DEPARTMENT	48.00
	OAPA 2023 PLANNERS NETWORK	GENERAL FUND	PLANNING DEPARTMENT	80.00
	ZOOM/1YR SUBSCRIPTION-EMER	GENERAL FUND	EMERGENCY MANAGEMENT	149.90
	FUEL-SINCLAIR/LEXINGTON	GENERAL FUND	EMERGENCY MANAGEMENT	20.44
	PW/OFFICE SUPPLY	GENERAL FUND	PUBLIC WORKS ADMIN	28.07
	PW/OFFICE SUPPLY	GENERAL FUND	PUBLIC WORKS ADMIN	33.47
	GM/BUILDING MAINT	GENERAL FUND	PUBLIC WORKS-GEN MAINT	286.85
	GM/BUILDING MAINT	GENERAL FUND	PUBLIC WORKS-GEN MAINT	64.60
	WEED/1YR ONX SUBSCRIPT	GENERAL FUND	WEED DEPT.	29.99
	FUEL-EAT N RUN/LAGRANDE	GENERAL FUND	WEED DEPT.	61.26
	MEAL-TACO BELL/MILTON FREE	GENERAL FUND	WEED DEPT.	7.46
	ZOOM/1MO SUBSCRIPT-1OCT	GENERAL FUND	NON-DEPARTMENTAL	89.16
	ZOOM/1MO SUBSCRIPT-1OCT	GENERAL FUND	NON-DEPARTMENTAL	262.31
	FUELCLOUD BOX 2/09-3/09/23	ROAD FUND	ROAD DEPARTMENT	95.00
	CHIP SEAL WORKSHOP 2023/3C	ROAD FUND	ROAD DEPARTMENT	150.00
	MEAL-OLIVE GARDEN/SALEM	911 EMERGENCY FUND	SHERIFF'S DEPARTMENT	68.64
	MEAL-LUCKY GARDEN/SALEM	911 EMERGENCY FUND	SHERIFF'S DEPARTMENT	47.15
	MEAL-MCDONALDS/SALEM	911 EMERGENCY FUND	SHERIFF'S DEPARTMENT	14.10
	FUEL-UNITED PACIFIC/SALEM	911 EMERGENCY FUND	SHERIFF'S DEPARTMENT	54.08
	MEAL-TACO BELL/TROUTDALE	911 EMERGENCY FUND	SHERIFF'S DEPARTMENT	18.05
	ADOBE MONLTHY SUBSCRIPT/MC	SPEC TRANSPORTATIO	SPECIAL TRANSPORTATION	54.99
	MCPT/CDL LICENSE CHECK	SPEC TRANSPORTATIO	SPECIAL TRANSPORTATION	1.25
	MCPT/4 KEY COPIES	SPEC TRANSPORTATIO	SPECIAL TRANSPORTATION	11.70
	MCPT/OFFICE SUPPLY	SPEC TRANSPORTATIO	SPECIAL TRANSPORTATION	12.30
	MCPT/OFFICE SUPPLY	SPEC TRANSPORTATIO	SPECIAL TRANSPORTATION	19.62
	2022 CHRY VN/TITLE FEES	STF VEHICLE RESERV	SPECIAL TRANSPORTATION	135.50
	MCPT/VEHICLE TABLET MOUNT	STF VEHICLE RESERV	SPECIAL TRANSPORTATION	95.99
	MCPT/VEHICLE TABLET MOUNT	STF VEHICLE RESERV	SPECIAL TRANSPORTATION	95.99
	PARKS/MATTRESS DOWN PYMT	PARK FUND	ATV PARK	837.21
	OHV/SMALL TOOLS	PARK FUND	ATV PARK	279.88
	OHV/SMALL TOOLS	PARK FUND	ATV PARK	290.92
	ADOBE MONLTHY SUBSCRIPT/OH	PARK FUND	ATV PARK	54.99
	ZOOM/1YR SUBSCRIPTION-OHV	PARK FUND	ATV PARK	149.90
	MCPT/VEHICLE MAINT	5310 - FTA GRANT F	5310 FTA GRANT	65.88
	P&P/BUILDING MAINT	COMMUNITY CORRECTI	COMMUNITY CORRECTIONS	24.99
	P&P/2023 FOOD HANDLER COUR	COMMUNITY CORRECTI	COMMUNITY CORRECTIONS	10.00
	SHER OFF/FUNERAL FLOWERS	SHERIFF'S RESERVE	SHERIFF DEPARTMENT	50.00
			TOTAL:	10,084.62
WALCHLI, KARIE L	FEB 2023 TOURISM CONSULTIN	GENERAL FUND	PLANNING DEPARTMENT	2,500.00
	TOURISM CONSULTING/MAR 202	GENERAL FUND	PLANNING DEPARTMENT	2,500.00
			TOTAL:	5,000.00
WESTERN STATES EQUIPMENT	#1320/5-CLAMP PIN	ROAD FUND	ROAD DEPARTMENT	25.15
	#1006/5-BUCKET TEETH	ROAD FUND	ROAD DEPARTMENT	228.60
	#320/PLUG KIT AND REPLACEM	ROAD FUND	ROAD DEPARTMENT	24.12
	ROAD/10-CUTTING EDGE	ROAD FUND	ROAD DEPARTMENT	2,251.90
	#1320/TURBO SWITCH	ROAD FUND	ROAD DEPARTMENT	81.14
	ROAD/10-CUTTING EDGE	ROAD FUND	ROAD DEPARTMENT	2,251.90
	ROAD/SMALL TOOLS	ROAD FUND	ROAD DEPARTMENT	87.88
			TOTAL:	4,950.69
WEX BANK	FEB 2023 FUEL/HEALTH	GENERAL FUND	HEALTH DEPARTMENT	53.29
	FUEL FEB 2023/MCPT	SPEC TRANSPORTATIO	SPECIAL TRANSPORTATION	491.21

VENDOR NAME	DESCRIPTION	FUND	DEPARTMENT	AMOUNT
	FEB 2023 FUE/MCPT	SPEC TRANSPORTATIO	SPECIAL TRANSPORTATION	912.79
	MCPT FUEL/MAR 2023	SPEC TRANSPORTATIO	SPECIAL TRANSPORTATION	539.16
	FEB 2023 FUEL/MCPT	SPEC TRANSPORTATIO	SPECIAL TRANSPORTATION	875.45
	MCPT FUEL/MAR 2023	SPEC TRANSPORTATIO	SPECIAL TRANSPORTATION	931.77
			TOTAL:	3,803.67
WHEATLAND INSURANCE CENTER, INC.	ERISA BOND 2023-24/INCE	GENERAL FUND	ADMINISTRATIVE SERVICE	101.00
			TOTAL:	101.00
WHPACIFIC, INC.	TAXIW D CONSTRUCT 3/13-4/1	AIRPORT FUND	AIRPORT	3,500.00
			TOTAL:	3,500.00
WIGHT, ADAM E.	GM/LEX AIR COMPRESSOR REPA	GENERAL FUND	PUBLIC WORKS-GEN MAINT	132.00
	GM/LEX AIR COMPRESSOR REPA	GENERAL FUND	PUBLIC WORKS-GEN MAINT	62.00
			TOTAL:	194.00
WILBUR-ELLIS COMPANY	ROAD DEPT CHEMICAL/RETURN	ROAD FUND	ROAD DEPARTMENT	19,000.00-
	ROAD DEPT CHEMICAL/RETURN	ROAD FUND	ROAD DEPARTMENT	3,546.84-
	ROAD DEPT CHEMICALS	ROAD FUND	ROAD DEPARTMENT	19,000.00
	ROAD DEPT CHEMICALS	ROAD FUND	ROAD DEPARTMENT	3,546.84
	ROAD DEPT CHEMICALS	ROAD FUND	ROAD DEPARTMENT	4,241.00
	ROAD DEPT CHEMICALS	ROAD FUND	ROAD DEPARTMENT	2,234.75
	ROAD DEPT CHEMICALS	ROAD FUND	ROAD DEPARTMENT	25,155.20
	ROAD DEPT CHEMICALS	ROAD FUND	ROAD DEPARTMENT	6,210.00
	ROAD DEPT CHEMICAL/PRICE A	ROAD FUND	ROAD DEPARTMENT	254.00-
	ROAD DEPT CHEMICAL/PRICE A	ROAD FUND	ROAD DEPARTMENT	432.25-
			TOTAL:	37,154.70
WILLOW CREEK PARK DIST	WILLOW CREEK PARK DIST	WILLOW CREEK PARK	WILLOW CREEK PARK DIST	2,205.07
			TOTAL:	2,205.07
WILLOW CREEK TERRACE ASSISTED LIVING	APRA GRANT RECP 2023	RESILIENCY FUND	RESILIENCY FUND	150,000.00
			TOTAL:	150,000.00
WILLOW CREEK VALLEY ECONOMIC DEVELOPME	ANNUAL DUES-WCVEDG 2023	GENERAL FUND	NON-DEPARTMENTAL	25.00
			TOTAL:	25.00
WOLFE CONSULTING, LLC	SERVICES RENDERED/FEB 2023	GENERAL FUND	NON-DEPARTMENTAL	1,612.50
			TOTAL:	1,612.50
YOUNG, KARLA	INTERPRETER FEE MAR 03 202	GENERAL FUND	DISTRICT ATTORNEY	100.00
			TOTAL:	100.00
ZAVTEK	DISPATCH/UPS MAINTENANCE 3	911 EMERGENCY FUND	SHERIFF'S DEPARTMENT	9,000.00
			TOTAL:	9,000.00
**PAYROLL EXPENSES	0/00/0000 - 99/99/9999	GENERAL FUND	BOARD OF COMMISSIONERS	4,687,710.63
		GENERAL FUND	ADMINISTRATIVE SERVICE	3,525,813.22
		GENERAL FUND	ASSESSOR/TAX COLLECTOR	6,793,560.24
		GENERAL FUND	TREASURER	1,321,526.09

VENDOR NAME	DESCRIPTION	FUND	DEPARTMENT	AMOUNT
**PAYROLL EXPENSES		GENERAL FUND	COUNTY CLERK	2,756,453.91
		GENERAL FUND	VETERANS	527,697.65
		GENERAL FUND	BD OF PROPERTY TAX APP	26,105.72
		GENERAL FUND	EXCISE TAX ADMINISTRAT	62,776.18
		GENERAL FUND	JUSTICE COURT	2,357,044.86
		GENERAL FUND	DISTRICT ATTORNEY	2,927,905.35
		GENERAL FUND	JUVENILE DEPARTMENT	3,034,883.40
		GENERAL FUND	SHERIFF'S DEPARTMENT	28,908,713.73
		GENERAL FUND	HEALTH DEPARTMENT	8,676,333.70
		GENERAL FUND	PLANNING DEPARTMENT	3,137,296.55
		GENERAL FUND	COMMUNITY DEVELOPMENT	91,130.15
		GENERAL FUND	EMERGENCY MANAGEMENT	175,243.51
		GENERAL FUND	SURVEYOR'S DEPARTMENT	49,111.93
		GENERAL FUND	MUSEUM	27,325.98
		GENERAL FUND	PUBLIC WORKS ADMIN	597,929.40
		GENERAL FUND	PUBLIC WORKS-GEN MAINT	1,887,932.26
		GENERAL FUND	NORTH TRANSFER STATION	162,606.49
		GENERAL FUND	SOLID WASTE TRNS STATI	164,342.67
		GENERAL FUND	COMPUTER	44,742.26
		GENERAL FUND	WEED DEPT.	403,956.11
		GENERAL FUND	REGNL MARITIME SECURIT	453.33
		GENERAL FUND	NON-DEPARTMENTAL	273,344.83
		ROAD FUND	ROAD DEPARTMENT	21,043,495.42
		ROAD FUND	CRUSHER DEPARTMENT	471,934.56
		ROAD FUND	WEED/PAINT/SIGN DEPT	1,102,982.17
		YOUTH/CHILDREN SER	STUDENT TUTOR PROGRAM	494.00
		YOUTH/CHILDREN SER	BASIC CAPACITY	699,776.12
		YOUTH/CHILDREN SER	JCP PROGRAM	25,415.06
		YOUTH/CHILDREN SER	CLIENT SPECIFIC PROGRA	10,136.37
		YOUTH/CHILDREN SER	YOUTH INVESTMENT	105,469.28
		AIRPORT FUND	AIRPORT	3,000.00
		911 EMERGENCY FUND	SHERIFF'S DEPARTMENT	3,065,372.51
		CSEPP EMERGENCY MG	EMERGENCY MANAGEMENT	2,264,401.11
		FAIR	FAIR	559,379.32
		SPEC TRANSPORTATIO	SPECIAL TRANSPORTATION	484,483.67
		VICTIM/WITNESS ASS	DISTRICT ATTORNEY	838,652.99
		DOMESTIC VIOLENCE	DISTRICT ATTORNEY	601,580.12
		RGNL MARITIME SEC	RGNL MARITIME SEC FUND	730.68
		PARK FUND	CUTSFORTH PARK	194,398.25
		PARK FUND	ANSON WRIGHT PARK	185,022.67
		PARK FUND	ATV PARK	1,429,379.12
		BEHAVIORAL HEALTH	NON-DEPARTMENTAL	861.93
		BEHAVIORAL HEALTH	MORROW COUNTY	161,087.04
		BEHAVIORAL HEALTH	WHEELER OR GRANT COUNT	21,493.42
		BEHAVIORAL HEALTH	PREVENTION	216,640.99
		BEHAVIORAL HEALTH	CHEMICAL DEPENDENCY	884,057.05
		BEHAVIORAL HEALTH	MENTAL HEALTH	1,708,544.96
		BEHAVIORAL HEALTH	DEVELOPMENTALLY DISABL	142,486.85
		BEHAVIORAL HEALTH	PRIVATE CONTRACTS	74,066.03
		BEHAVIORAL HEALTH	NON-DEPARTMENTAL	57.18
		BEHAVIORAL HEALTH	WHEELER OR GRANT COUNT	22,443.53

VENDOR NAME	DESCRIPTION	FUND	DEPARTMENT	AMOUNT
**PAYROLL EXPENSES		BEHAVIORAL HEALTH	PREVENTION	13,593.43
		BEHAVIORAL HEALTH	CHEMICAL DEPENDENCY	96,819.07
		BEHAVIORAL HEALTH	MENTAL HEALTH	131,041.17
		BEHAVIORAL HEALTH	DEVELOPMENTALLY DISABL	10,221.71
		BEHAVIORAL HEALTH	ANGER MANAGEMENT	609.22
		5310 - FTA GRANT F	5310 FTA GRANT	137,655.79
		COMMUNITY CORRECTI	COMMUNITY CORRECTIONS	<u>2,376,497.68</u>
			TOTAL:	111,706,220.62

===== FUND TOTALS =====

101	GENERAL FUND	73,273,302.39
200	HERITAGE TRAIL FUND	552.50
201	ROAD FUND EQUIP RES	227,400.82
202	ROAD FUND	23,035,647.72
204	YOUTH/CHILDREN SERV COMM	841,290.83
205	AIRPORT FUND	46,885.98
206	LAW LIBRARY	234.00
207	911 EMERGENCY FUND	3,086,281.36
209	CSEPP EMERGENCY MGMT	2,264,401.11
210	FINLEY BUTTES LICENSE FEE	672.50
214	FAIR	584,084.43
216	SPEC TRANSPORTATION FUND	498,623.37
218	ENFORCEMENT FUND	158.09
220	VICTIM/WITNESS ASSISTANCE	845,279.69
223	CAMI GRANT	32.21
225	STF VEHICLE RESERVE FUND	80,227.42
228	SAFETY COMMITTEE FUND	658.20
231	JUSTICE COURT BAILS/FINES	26,027.04
232	DOMESTIC VIOLENCE FUND	601,580.12
235	RGNL MARITIME SEC FUND	730.68
238	PARK FUND	1,831,666.01
403	BEHAVIORAL HEALTH MORROW	3,209,238.27
404	BEHAVIORAL HEALTH WHEELER	274,785.31
504	5310 - FTA GRANT FUND	138,604.56
510	COMMUNITY CORRECTIONS	2,403,475.45
514	IONE SCH DIST B&I	8,117.16
515	BOARDMAN URBAN RENEW	1,806.90
516	RADIO DISTRICT	6,817.84
519	WEST BOARDMAN URA	937.13
521	PGE - CARTY	100,000.00
522	SHERIFF'S RESERVE FUND	1,161.24
540	RESILIENCY FUND	158,389.17
617	MORROW CO HEALTH DISTRICT	37,690.15
621	CITY OG BOARDMAN B&I	3,494.29
623	CITY OF IRRIGON B & I	2,267.22
626	MAN. STRUCTURE OMBUDSMAN	62.13
630	PORT OF MORROW	3,373.52
631	CITY OF BOARDMAN	28,498.91
632	CITY OF HEPPNER	6,328.98
633	CITY OF IONE	859.58
634	CITY OF IRRIGON	2,753.29
635	CITY OF LEXINGTON	412.71
636	BOARDMAN RFPD	24,381.12
637	BOARDMAN RFPD	5,293.20
638	HEPPNER RFPD	918.92
639	IRRIGON RFPD	1,662.20

VENDOR NAME	DESCRIPTION	FUND	DEPARTMENT	AMOUNT
640	IONE RFPD	5,544.15		
642	BOARDMAN CEMETERY	763.92		
643	HEPPNER CEMETERY	721.64		
644	IONE-LEX CEMETERY	778.37		
645	IRRIGON CEMETERY	326.00		
646	WILLOW CREEK PARK DIST	2,205.07		
647	BOARDMAN PARK	8,052.55		
648	IRRIGON PARK	1,295.36		
649	BOARDMAN PARK B & I	9,823.34		
651	HEPPNER WATER CONT DIST	144.79		
652	MORROW CO SCHOOL DIST	149,694.21		
654	UMATILLA-MORROW ESD	24,261.48		
658	BLUE MT EDUC DISTRICT	26,054.76		
659	BULE MT B & I	7,754.45		
660	N MORROW VECTOR CONTROL	9,417.48		
663	OREGON TRAIL LIBRARY DIST	9,091.94		
666	STATE FIRE PATROL	2,487.38		
688	IONE SCHOOL DISTRICT	9,295.78		
690	HEPPNER RFD BOND	371.45		
691	CITY OF HEPPNER FIRE BOND	548.62		
695	M.C. RETIRE. PLAN TRUST	41,801.33		
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	GRAND TOTAL:	113,977,499.79		
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SELECTION CRITERIA

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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  
CHECK DATE: 3/01/2023 THRU 3/31/2023

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PAYROLL SELECTION

PAYROLL EXPENSES: YES  
EXPENSE TYPE: GROSS  
CHECK DATE: 0/00/0000 THRU 99/99/9999

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PRINT OPTIONS

PRINT DATE: None  
SEQUENCE: By Vendor Name  
DESCRIPTION: Item  
GL ACCTS: NO  
REPORT TITLE: COMMISSIONERS AP R E P O R T  
SIGNATURE LINES: 0

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PACKET OPTIONS

INCLUDE REFUNDS: YES  
INCLUDE OPEN ITEM:NO

Correspondence



PO Box 338 Heppner, Oregon 97836  
(541) 676-5604 FAX (541) 676-9876

**County Clerk**  
Bobbi A. Childers Ext. 5601

April 6, 2023

Morrow County Commissioners  
PO Box 788  
Heppner, OR 97836-0788

RE: HB 2004 and HB 3509

Dear Commissioner Sykes, Wenzholz and Drago,

As you are probably aware, there are literally one hundred plus bills of legislation being presented this session for election law reform. There are two in particular that are giving clerks around the state heartburn. They are HB 2004 and HB 3509, both have to do with Rank Choice Voting.

Elections should be simple, secure, auditable and yield timely and accurate results. The proposed Rank Choice Voting would pro-long the results of an election until a minimum of 30 days after the election. To me, this is not fair to the candidates or the electors. It will cost a considerable amount to conduct RCV, both to setup the initial process and then to maintain it. Our county does not have the funding it will take to administer this. But, besides the funding, what truly concerns me is the security. Tally of the combined results would not be done at the local county level. This makes it impossible for me, as a county clerk, to know if the voters in my county's ballots were accurately counted. This makes the whole process less transparent to the electors. There is a considerable spread of mis-and dis-information and public confidence in our electoral process is at an all-time low, and this will further add to that lack of confidence.

I am not going to get into the technicality of testing of ballots, etc... that will also cause a huge problem if these bills pass, but, if county clerks are coming out opposed to an election bill, I think it should be asked why?

I am not against change, but this magnitude of change is too much of an ask. We need to take time to work through the many challenges that come along with these proposals, and further develop a more well-thought plan.

- OACC is proposing a task force to provide our expertise in election administration, along with the Legislature, Secretary of State Office, stakeholders and other interested parties.
- OACC is asking for a seat at the table to have a deliberate, thoughtful and workable approach to implementing a change of this magnitude to an already highly charged electoral process.

At the minimum, this should go before the voters, not be imposed on them.

I am asking you Commissioners, if you are given the opportunity, please urge your fellow Commissioners not to endorse Rank Choice Voting.

Sincerely,

Bobbi Childers,  
Morrow County Clerk

# OHA lifts water testing application deadline for LUBGWMA well users

***New funding means Umatilla, Morrow county residents in Lower Umatilla Basin can submit vouchers for foreseeable future so they can learn nitrate exposure levels***

**PORTLAND, Ore.**—Oregon Health Authority (OHA) has lifted deadlines for domestic well users in the Lower Umatilla Basin Groundwater Management Area (LUBGWMA) to submit applications for free water testing to help determine their risk of exposure to nitrate and other contaminants.

OHA is now accepting testing voucher applications for the foreseeable future – the vouchers no longer must be submitted by May 15, and they do not expire June 7.

The vouchers cover testing for nitrate, arsenic, bacteria, lead, iron, manganese and hardness. Applications are available at <http://bit.ly/3xzx1cp>. They also can be accessed from OHA's [LUBGWMA page](#) in both English and Spanish; by emailing [Domestic.Wells@odhsoha.oregon.gov](mailto:Domestic.Wells@odhsoha.oregon.gov); or by calling 971-673-0440.

Households in the LUBGWMA that rely on domestic well water for drinking and cooking, and with nitrate test results above 10 milligrams per liter (mg/L) of water, are eligible to receive water deliveries. Households with high test results – between 10 mg/L and 25 mg/L of nitrate – can get vouchers for in-home water treatment systems. End-of-tap treatment systems are not effective when nitrate levels are above 25 mg/L or may not produce enough water to meet the needs of larger households.

Water with nitrate levels up to 10 mg/L is considered safe for all uses, including drinking, cooking and toothbrushing. Water with more than 10 mg/L is safe for other uses, such as bathing, washing dishes, laundry and garden irrigation, and also for toothbrushing by adults and older children who can brush without swallowing water.

Since March 3, OHA has distributed 87 vouchers for free well water tests, including 55 for Morrow County and 32 for Umatilla County. OHA has received 33 laboratory reports, and of those, 24 households tested above 10 mg/L nitrate.

So far, a total of 179 well users in Morrow County are receiving water deliveries – many began receiving deliveries after the county tested 500 wells in 2022 – with funding from the Oregon Department of Human Services. Data on water deliveries in Umatilla County are not yet available.

An estimated 4,500 wells are used for drinking water in the LUBGWMA. Some wells serve multiple households. OHA estimates about 80% of the wells are in Umatilla County and 20% are in Morrow County.

The LUBGWMA is an area that spans the northern portions of Morrow and Umatilla counties along the Columbia River and encompasses the cities of Hermiston, Boardman, Irrigon, Stanfield, Echo and nearby unincorporated areas. The Oregon Department of Environmental Quality (DEQ) and Oregon Department of Agriculture (ODA) designated the

LUBGWMA in 1990 under Oregon's Groundwater Quality Protection Act of 1989 due to regional nitrate-nitrogen concentrations in groundwater that exceeded 7 mg/L.