

MORROW COUNTY BOARD OF COMMISSIONERS MEETING AGENDA
Wednesday, July 25, 2018 at 9:00 a.m.
Bartholomew Building Upper Conference Room
110 N. Court St., Heppner, Oregon

- 1. Call to Order and Pledge of Allegiance - 9:00 a.m.**
- 2. City/Citizen Comments:** Individuals may address the Board on issues not on the agenda
- 3. Open Agenda:** The Board may introduce subjects not already on the agenda
- 4. Consent Calendar**
 - a. Accounts Payable dated July 26th; July One-Time Retirement Taxes dated July 18th in the amount of \$15,000; Fair 4-H Presentations & Ground Beef Contest Judges Manual Checks dated July 18th in the amount of \$400; 2018 Q2 SUTA/WBF Quarterly Payment dated July 19th in the amount of \$21,060.93; Six Payroll Payables: Monthlies dated June 27th in the amount of \$181,670.58; Immediates & Electronic dated July 5th in the amount of \$157,860.52; Immediates & Electronic, HRA/VEBA dated July 5th in the amount of \$2,750; Immediates & Electronic, Employee Final, dated July 9th in the amount of \$8,248.15; Immediates & Electronic, Employee Paycheck, dated July 13th in the amount of \$14.08; Immediates & Electronic dated July 18th in the amount of \$158,004.68
 - b. Minutes: June 27th; July 11th; July 18th
 - c. Replacement Vote Tally Machine – Clerk’s Office
 - d. Order No. OR-2018-8: In the Matter of Designating an Official Newspaper for Publication of County Public Notices
 - e. Resolution No. R-2018-17: Correcting Resolution No. R-2017-8
 - f. Purchase Pre-Authorization Request from Public Works to purchase a Bobcat Asphalt Planer, \$14,019
 - g. Purchase Pre-Authorization Request from Public Works to purchase a Bobcat 108” Grader Attachment, \$11,517.08
 - h. Purchase Pre-Authorization Request from Parks to purchase a John Deere Multi-Use Tractor, \$33,033.18
- 5. Business Items**
 - a. Discussion – Oregon Equal Pay Law (Darrell Green, Administrator)
 - b. Discussion – PILT (Payment in Lieu of Taxes) Class Action Lawsuit
 - c. Award Asphalt and Tack Oil Bid (Matt Scrivner, Public Works Director)
 - d. Introduction of Forest Supervisor Eric Watrud, Umatilla National Forest
- 6. Department Reports**
 - a. Road Department Monthly Report
 - b. Clerk’s Quarterly Report (Bobbi Childers)
 - c. Human Resources Quarterly Report
 - d. Surveyor’s Quarterly Report (Stephen Haddock)
 - e. Public Health Department Quarterly Report (Sheree Smith, Director)
- 7. Correspondence**
- 8. Commissioner Reports**
- 9. Signing of documents**
- 10. Lunch Break**

- 11. Executive Session:** Pursuant to ORS 192.660(2)(f) – To consider information or records that are exempt by law from public inspection
- 12. Executive Session:** Pursuant to ORS 192.660(2)(d) – To conduct deliberations with persons designated by the governing body to carry on labor negotiations
- 13. Adjournment**

Agendas are available every Friday on our website (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 Lutchter at (541) 676-5613.

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

Morrow County Board of Commissioners Meeting Minutes
June 27, 2018
Bartholomew Building Upper Conference Room
Heppner, Oregon

Present

Chair Don Russell
Commissioner Jim Doherty
Commissioner Melissa Lindsay
Darrell Green, Administrator
Kate Knop, Finance Director
Justin Nelson, County Counsel
Roberta Lutchter, Executive Assistant

Call to Order and Pledge of Allegiance: 9:02 a.m.

City and Citizen Comments: No comments

Open Agenda: Chair Russell requested to add a discussion on Ivonne Navarro's proposed coffee stand in Boardman. Administrator Darrell Green said a request was received from the Port of Morrow for a letter in support of a grant application.

Consent Calendar

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

1. *Accounts Payable dated June 28th in the amount of \$206,211.45*
2. *Oregon Health Authority Agreement #154124, Amendment #6 – Amended and Restated 2017-2019 Intergovernmental Agreement for the Financing of Public Health Services; and authorize Chair Russell to sign on behalf of the County*
3. *OHA Agreement #142381, Amendment #2 – Amendment to State of Oregon Intergovernmental Agreement which increases the “not to exceed” level regarding Medicaid Administrative Claiming from \$230,000 to \$320,000; and authorize Chair Russell to sign on behalf of the County*
4. *Annual Intergovernmental Services Agreement Contract #3708-18 with the Department of Revenue for map maintenance and related cartographic activities for Fiscal Year 2018-2019 in the amount of \$18,000*
5. *Resolution No. R-2018-15: In the Matter of General Fund making a Loan to CAMI (Child Abuse Multidisciplinary Intervention) Fund, Pursuant to ORS 294.468 in the amount of \$30,000*

Commissioner Lindsay seconded. Unanimous approval.

9:06 a.m. Public Hearing: Supplemental Budget Resolution No. R-2018-16

After Chair Russell opened the Public Hearing, Finance Director Kate Knop explained the revised supplemental budget proposal for Fiscal Year 2017-2018 will increase the total appropriations by \$686,500, as outlined within the Resolution itself.

Chair Russell called for comment from the public; no response.

9:09 a.m. Closed Public Hearing

Commissioner Doherty moved to approve Supplemental Budget Resolution No. R-2018-16 in the amount of \$686,500.00, bringing the revised total adopted budget to \$38,107,504. Commissioner Lindsay seconded. Unanimous approval.

Department Reports

Treasurer's Monthly Report

Gayle Gutierrez, Treasurer

In reviewing the Pooled Cash Report, Ms. Gutierrez noted the General Fund stands at approximately \$5,400,000 and the Road Fund at \$1,600,000. Interest rates and the total in outstanding checks were also reviewed. Ms. Gutierrez informed the Board a check in the amount of \$376,464 was recently received from the Payment in Lieu of Taxes (PILT) program.

Business Items

Wheatridge Wind Energy Facility Discussion: Amendment 2; and Energy Facility Siting Council Agenda

Carla McLane, Planning Director

- Wheatridge Wind Energy Facility Preliminary Request for Amendment 2 to the Oregon Department of Energy (ODOE): Ms. McLane's draft comment letter on behalf of the Board is due July 6th to ODOE. She discussed a change to the draft she would like to make, and said she will send it to the Board for review. Commissioner Lindsay then talked about the need to recuse herself from discussions as a participating landowner.

Commissioner Doherty moved to approve the June 26th letter drafted by the Planning Director to the Oregon Department of Energy regarding the Wheatridge Wind Energy Facility, Request for Amendment 2. Ms. McLane noted the draft will be changed to include conditions of approval. Chair Russell seconded. Vote – Aye: Chair Russell and Commissioner Doherty. Recused: Commissioner Lindsay. Motion carried.

- June 29th Energy Facility Siting Council Meeting: It was decided Chair Russell will attend to offer additional comment on the two amendment review processes under consideration by ODOE regarding the Wheatridge Wind Energy Facility Request for Amendment 2.

Break: 10:05 a.m. **Resumed:** 10:10 a.m.

Proposed Coffee Stand in Boardman

Ivonne Navarro has proposed placing a coffee stand in the parking lot of The Sunrise at Boardman with drive-through traffic crossing County property behind the Public Health Department Building. As part of the mobile vendor permitting process, the City of Boardman

asked Ms. Navarro to provide correspondence from both property owners indicating access would be allowed, given certain conditions. Mr. Green outlined some of the conditions that would be stipulated in a property use agreement with Ms. Navarro. At the conclusion of the discussion, the Board agreed to Ms. McLane and Mr. Green drafting a letter to the City of Boardman authorizing Ms. Navarro to take action to obtain a permit. The Board further authorized the Chair or Administrator to sign the letter.

Port of Morrow Letter of Support

Commissioner Lindsay moved to approve signing the letter in support of the Port of Morrow's application to the U.S. Department of Transportation's Better Utilizing Investments to Leverage Development (BUILD) Transportation Discretionary Grants Program. Commissioner Doherty seconded. Unanimous approval.

Department Reports, continued

Fair Office Quarterly Report

Ann Jones, Fair Secretary

Ms. Jones' report covered the progress of preparations for this year's Fair. She also commented the Fair building and arenas have seen good usage.

Commissioner Lindsay asked that this year's BOC meeting during the week of Fair be held in Heppner to allow the Board to attend the Fair as a group. It was decided to hold the meeting of August 15th in Heppner instead of Boardman. In addition, the Board decided there will be no meeting the fifth Wednesday of that month, August 29th.

Road Department Monthly Report

Sandi Pointer, Public Works Management Assistant

Ms. Pointer reviewed the Road Report for June. She pointed out the improvements at the airport are nearing completion and should be wrapped up around July 6th.

Administrator's Monthly Report

Mr. Green reviewed his report of activity for June. After he discussed the status of planning for the new building in Irrigon, Commissioner Lindsay requested a press release be issued for these meetings, in addition to the agenda notices.

Commissioner Reports

- Commissioner Doherty discussed yesterday's meeting of the Community Counseling Solutions Advisory Board. The lengthy amount of time people have to wait to get into alcohol and/or drug treatment facilities was discussed. Commissioner Doherty said CCS is in the initial stage of determining if an in-County facility would be feasible, economically and from a public perception standpoint. Commissioner Doherty also discussed the Eastern Oregon Workforce Board. He said we've been left off the email list and he requested to see a copy of EOWB's budget. Lastly, Commissioner Doherty said discussions on replacing the Justice of the Peace upon Judge Ann Spicer's retirement

predated his election. He said more serious discussions need to take place and that his wife, Kelly, has looked into the training required for such a position. Chair Russell said the process to appoint someone is: the Governor's Office would receive a recommendation from the Board of Commissioner's Office and the District Attorney's Office. He said Columbia County's recent process entailed the BOC recommendation, a public process to advertise for the position, then a background check of the person being considered, then the appointment took place. He added the individual has one year to complete the training at the University of Nevada, Reno.

- Chair Russell discussed the first organizational meeting of an Association of Oregon Counties subcommittee on Cap & Invest. He said statistics show how little Oregon contributes to the global carbon dioxide problem and they also don't take into consideration what the State generates naturally and otherwise. Chair Russell then reported on a meeting in Weston with the Chairman of the U.S. Federal Communications Commission, Ajit Pai and Representative Greg Walden, among others. Chair Russell was in John Day recently for a meeting of the Eastern Oregon Coordinated Care Organization where he learned the EOCCO will receive \$12,000,000 in incentive money that will most likely be distributed back to the providers of the health services in our region for doing a good job and meeting standards.
- Commissioner Lindsay said a budget was approved at a recent meeting of CAPECO (Community Action Program of East Central Oregon). She said she looks forward to CAPECO's upcoming needs-assessment by an outside entity because she doesn't think Morrow County is getting as much as it could from this organization.

Break: 11:53 a.m. **Resumed:** 11:59 a.m.

12:00 p.m. Executive Session – Pursuant to ORS 192.660(2)(f) – To consider information or records that are exempt by law from public inspection

12:23 p.m. Closed Executive Session – No decisions

12:24 p.m. Executive Session – Pursuant to ORS 192.660(2)(a) – To consider the employment of a public officer, employee, staff member or individual agent

12:45 p.m. Closed Executive Session – No decisions

Signing of documents

Adjourned: 1:00 p.m.

Morrow County Board of Commissioners Meeting Minutes
July 11, 2018
Irrigon Branch of the Oregon Trail Library District, Community Room
Irrigon, Oregon

Present

Chair Don Russell
Commissioner Melissa Lindsay
Darrell Green, Administrator
Kate Knop, Finance Director
Justin Nelson, County Counsel
Roberta Lutcher, Executive Assistant

Excused

Commissioner Jim Doherty

Call to Order and Pledge of Allegiance: 9:01 a.m.

City and Citizen Comments: No comments

Open Agenda: No items

Consent Calendar

Carla McLane, Planning Director, requested to remove items related the Buildable Lands Inventory and Housing Analysis to Business Items. Commissioner Lindsay requested to do the same with the Columbia Development Authority invoice.

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

1. *Accounts Payable dated July 5th in the amount of \$244,393.09, and July 12th in the amount of \$693,033.62; July 2018 Retirement Taxes dated July 5th in the amount of \$18,767.41; Payroll Payables, Immediates & Electronic dated June 19th in the amount of \$167,821.64; 2018-19 SAIF Corporation Manual Check dated July 3rd in the amount of \$91,384.66*
2. *Minutes: May 30th; June 6th; June 13th*
3. *To take no action, thereby allowing favorable recommendations to the Oregon Liquor Control Commission for the following liquor license renewal applications: Love's Travel Stop #650, Boardman; Willow Run Golf Course, Boardman*
4. *Request from Public Works to surplus 1992 Cushman Cart, model number MKODEL 220, Vehicle Identification Number 1CUNH2229NL00133B; sold by sealed bid to Buz Wainwright for the amount of \$128.50*
5. *U.S.D.A. Animal and Plant Health Inspection Service, Wildlife Services, Work and Financial Plan, effective July 1, 2018 - June 30, 2019, agreement amount \$54,000; and Cooperative Service Agreement; and authorize Chair Russell to sign both documents on behalf of the County*
6. *Fourth Amendment to Oregon Health Authority 2017-2019 Intergovernmental Agreement for the Financing of Mental Health, Substance Use Disorders, and Problem Gambling*

Services Agreement #153133; and authorize Chair Russell to sign on behalf of the County
Chair Russell seconded. Unanimous approval.

Business Items

Buildable Lands Inventory and Housing Analysis – Personal Services Agreement; Scope of Work; Budget

Carla McLane, Planning Director

Ms. McLane and County Counsel Justin Nelson outlined two minor punctuation changes since the agreement was sent out as part of the Agenda Packet.

Commissioner Lindsay moved to approve the Personal Services Agreement with Angelo Planning Group for work on the Buildable Lands Inventory and Housing Analysis as outlined in the Scope of Work and Budget, and in accordance with the Intergovernmental Agreement between the County and the following communities: Boardman, Heppner, Ione, Irrigon and Lexington. Chair Russell seconded. Unanimous approval.

Columbia Development Authority (CDA) Invoice

After discussing the required match, partner entities (Morrow County, Umatilla County, Port of Morrow, Port of Umatilla, Confederated Tribes of the Umatilla Indian Reservation), and how payments were designed to decrease over time, Chair Russell said it may be of benefit to have Greg Smith, Director of CDA, provide an update to the Board. He said Mr. Smith was scheduled to meet with CTUIR, which could bring the process of transferring the Umatilla Depot land to the partner entities one step closer.

Commissioner Lindsay moved to approve the CDA Invoice in the amount of \$4,620, to be paid to the Port of Morrow as fiscal agent for CDA. Chair Russell seconded. Unanimous approval.

Oregon Liquor Control Commission Temporary Sales License Application from the Oregon Trail Pro Rodeo

Commissioner Lindsay moved to approve the OLCC Temporary Sales License – Nonprofit Application from the Oregon Trail Pro Rodeo, event dates August 17-19. Chair Russell seconded. Unanimous approval.

Purchase Pre-Authorization Request from Public Works – 2002 Volvo truck

Eric Imes, Assistant Road Master, Public Works

Mr. Imes explained the purchase of the truck with scissor lift and boom would off-set the cost of hiring a contractor to put up the Boardman Sand Shed Building framework. Beyond that, it can be used to transport and place material and equipment for upcoming bridge work. The truck would make jobs safer and reduce the risk of injury and/or accident, he said, and there is an opportunity to modify it into a hook truck, which further diversifies its uses.

Commissioner Lindsay moved to approve the purchase of a 2002 Volvo knuckle boom truck from State Surplus in the amount of \$55,000; and authorize Chair Russell to sign on behalf of the County. Chair Russell seconded. Unanimous approval.

Discussion – Statewide Transportation Improvement Fund (STIF) Advisory Committee Bylaws and Appointments

Anita Pranger, Coordinator, The Loop

The Board requested a few changes to the draft bylaws presented by Ms. Pranger. She said meetings will take place next week of the The Loop – Morrow County Transportation Advisory Committee, immediately followed by a meeting of the new STIF Advisory Committee. She said the updated draft bylaws will be presented to both committees for review and brought back to the BOC in the near future.

Discussion – Access through County property to proposed coffee trailer in Boardman

Carla McLane, Planning Director

As background, Ivonne Navarro recently presented her idea to locate a coffee stand in the parking lot of The Sunrise at Boardman. The drive through traffic would travel over a County-owned gravel access behind the Public Health Department Building. Ms. McLane said Ms. Navarro can move forward with the permitting process with the City of Boardman but the County would attach conditions through a Use Agreement with her. That agreement would spell out the type of use, place of use, and would require a plot plan, which has not been provided yet. The Board agreed to suspend activity by staff until a completed request has been received from Ms. Navarro.

Department Reports

Planning Department Monthly Report

Ms. McLane provided her report for the Board.

Justice Court Quarterly Report

No report at this time.

Sheriff's Office Monthly Report

Administrative Lieutenant Melissa Ross

Lt. Ross reviewed the report, which included statistics for 2018 as compared to 2017, as previously requested by Chair Russell.

County Counsel/District Attorney Quarterly Report

Justin Nelson, County Counsel/DA

Mr. Nelson reviewed his report and responded to questions.

Update from Crow Engineering – Irrigon Facility Planning

Matt Jones, Crow Engineering

Mr. Jones reviewed his latest plans, which more clearly showed the square footage devoted to each department. Commissioner Lindsay voiced her objections to the size at 15,000 square feet and urged her fellow Commissioners to make a decision, one way or the other. After much discussion, Administrator Darrell Green said as a way of comparison, it might be beneficial for the Board to see the amount of square footage needed for existing staff, using current code requirements and standards. Mr. Jones was also asked to produce a new plan that reduces the lobby, conference room and Justice Court spaces by half.

Correspondence

- Letter from the Secretary of the Interior notifying the County it will receive a \$376,474 PILT program payment (Payment in Lieu of Taxes)
- Letter to Judges and Commissioners in eastern Oregon that the Umatilla County Board of Commissioners voted unanimously to end its involvement in the Eastern Oregon Counties Association
- Flyer on how to receive emergency alerts and community notification from Morrow County using the AlertSense notification system

Commissioner Reports

- Chair Russell discussed the Energy Facility Siting Council meeting he attended in Salem; described U.S. Senator Jeff Merkley’s Morrow County Town Hall meeting as poorly attended; and said he took in a meeting at Threemile Canyon Farms to discuss production farming with a reporter and other business representatives. He also reported on a meeting with State Senator Bill Hansell and U.S. Representative Greg Walden that included a tour of the Tillamook cheese processing facility in Boardman. He said he learned several interesting facts, such as Tillamook plans to expand to an adjacent property, and it takes 60,000 cows to supply the milk needed each day there.

Signing of documents

12:53 p.m. Executive Session: Pursuant to ORS 192.660(2)(f) – To consider information or records that are exempt by law from public inspection

1:33 p.m. Closed Executive Session: No decisions

Adjourned: 1:33 p.m.

Morrow County Board of Commissioners Meeting Minutes
July 18, 2018
Port of Morrow Riverfront Center, Wells Springs Room
Boardman, Oregon

Present

Chair Don Russell
Commissioner Melissa Lindsay
Darrell Green, Administrator

Richard Tovey, County Counsel
Roberta Lutcher, Executive Assistant
Excused
Commissioner Jim Doherty

Call to Order and Pledge of Allegiance: 9:00 a.m.

City and Citizen Comments: No comments

Open Agenda: Postpone the agenda item regarding the Griffin Addition; cancel the Executive Session

Consent Calendar

Commissioner Lindsay moved to approve the following items in the Consent Calendar, noting the Griffin Addition item was removed:

1. *Accounts Payable dated July 19th in the amount of \$308,205.64*
2. *Minutes: June 20th*
3. *Affidavit for the Voluntary Cancellation of a Portion of a Water Right Certificate - Morrow County, the legal and deeded owner of the property described as tax lot number: Roadway - Gravel Pit Lane and ROW as recorded on partition Plat 2006-11, within the SW NW ¼ ¼, Section 26, Township 5N, Range 26E, of the Willamette Meridian, in Irrigon, Morrow County, Oregon... Morrow County wishes to cancel the following portion of the water right certificate number 79963 issued to Robert V. Gillett with a date of priority of August 10, 1977*

Chair Russell seconded. Unanimous approval.

Department Reports

The Loop – Morrow County Transportation

Anita Pranger, Coordinator, The Loop

Ms. Pranger reviewed her report and discussed several policy or plan updates she will work on to remain grant compliant. She also mentioned the draft Morrow County/Umatilla County Transit Development Strategy has been completed by the consultant and will be before the Board for adoption at some point.

Juvenile Department Quarterly Report

Sherry Wright, Juvenile Probation Counselor

Ms. Wright reviewed the report of activity for the fourth quarter of the fiscal year (April 1-June 30), in Director Tom Meier's absence. She noted the number of juveniles referred to their office increased from 27 to 37, but springtime is typically busier as students are anxious for the end of the school year. Ms. Wright said one youth was in detention at NORCOR's Youth Care Center

(YCC) but this does not impact the County's budget. She went on to explain the YCC 90-day program in greater detail. She said her position within the Juvenile Department has allowed Mr. Meier more time to attend meetings important to their department.

Emergency Management Quarterly Report

The Board reviewed Undersheriff's John Bowles' report in his absence. Sheriff Ken Matlack attended to provide an update to the Board on the grass fire near Heppner the previous day. He said it was approximately 32 square miles in area, and nearly all structures in that area were threatened. However, there were no reports of injury or structures destroyed or damaged. Discussion.

Correspondence

- Article from the State of Oregon Employment Department titled, "The Economic Impact of Cows and Crops in Eastern Oregon"
- Public Notice from the Planning Department regarding a Planning Commission Public Hearing on Tuesday, July 31st, 7:00 p.m., Port of Morrow Riverfront Center, Boardman
- Public Notice from the Planning Department regarding Public Hearings before the Board of Commissioners on Wednesday, August 1st, 9:00 a.m., Bartholomew Building, Heppner

Commissioner Reports

- Commissioner Lindsay explained U.S. Secretary of Agriculture, Sonny Purdue recently toured Martin Farms in Sherman County, of which her sister is part-owner. Due to this connection, Commissioner Lindsay was able to participate and interact with the Secretary. She also attended the following meetings: The Loop Advisory Committee, Eastern Oregon Workforce Board, Regional Solutions Advisory Board, Fair Board, Senator Bill Hansell's meeting in Arlington with eastern Oregon elected officials, and met with Forest Service personnel, including the new Heppner District Ranger.
- Chair Russell reported he also attended the meeting with Sen. Hansell, as well as the Public Health, Local Community Advisory Council meeting, and the Community Renewable Energy Association meeting in Prineville.

Sale of County-Owned Irrigon Property to the City of Irrigon

Commissioner Lindsay said documents are nearly ready for signature and asked for discussion as to who should be authorized to sign.

Chair Russell moved to authorize either the Administrator or any of the three Commissioners to sign the transfer of title regarding the Irrigon property. Commissioner Lindsay seconded. Unanimous approval.

Signing of documents

Adjourned: 10:40 a.m.



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

(For BOC Use)
 Item #
 40

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

Staff Contact: Bobbi Childers
 Department: County Clerk
 Short Title of Agenda Item: Replacement Vote Tally Machine
 (No acronyms please)

Phone Number (Ext): 5601
 Requested Agenda Date: July 25, 2018

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

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

N/A Purchase Pre-Authorizations, Contracts & Agreements

Contractor/Entity: ES&S
 Contractor/Entity Address: 11208 John Galt Blvd. Omaha, NE 68137-2364
 Effective Dates – From: Delivery Through: 5 years after purchase
 Total Contract Amount: 53,081.04 - \$74,606 Budget Line: 101-105-5-40-4400
 Does the contract amount exceed \$5,000? Yes No

Reviewed By: Bobbi Childers 7-13-18 Department Head Required for all BOC meetings
DATE

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

_____ County Counsel *Required for all legal documents
DATE

Adkins 7/13/18 Finance Office *Required for all contracts; other
DATE items as appropriate.

_____ Human Resources *If appropriate
DATE

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

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

AGENDA ITEM COVER SHEET

Morrow County Board of Commissioners

(Page 2 of 2)

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

I have an outdated voting machine (10 years old), that needs replaced. I asked for replacement quotes from Clear Ballot and ES&S both approved vendors of voting machines in the State of Oregon. The maintenance on ES&S is more in line with what I want to pay and it has a five year no change in fee contract. I've also had ES&S as a vendor for years. If I went with Clear Ballot the maintenance fee is double the amount from ES&S with no guarantee on the fee staying the same for the 5 year contract.

The current ballot counting machine was purchased by the clerk with a federal grant. This machine will be purchased by Morrow County. I will be able to do amortization, on this machine and it will help with direct costs associated with elections.

I have another option for this machine, I could have a programming fee of an extra 4,000 per year but I have a vendor that programs my election ballots for much less...

2. FISCAL IMPACT:

This is in my budget for 2018-2019

Capital Outlay - Equipment \$53,081; Maint & Support: \$13,500
and Firmware License: \$7,875 = \$74,606.

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

Please approve this contract so that I can get it shipped in and my old machine out, prior to the November General Election.

Attach additional background documentation as needed.



11208 JOHN GALT BLVD
 OMAHA, NE 68137-2364
 (402) 593-0101

Sales Order Agreement

Customer P.O. #: _____

1st Election Date: To be Agreed Upon by the Parties

Estimated Delivery Date: To be Agreed Upon by the Parties

Phone Number: (541) 676-5601

Fax Number: (541) 676-9876

Customer Contact, Title: Bobbi Childers - County Clerk

Customer Name: Morrow County, Oregon

Type of Sale: NEW

Type of Equip: NEW REFURBISHED

Bill To: _____

Morrow County, Oregon

Bobbi Childers - County Clerk

P.O. Box 338

Heppner, OR 97836

Ship To: _____

Morrow County, Oregon

Bobbi Childers - County Clerk

100 Court Street

Heppner, OR 97836

Item	Description	Qty	Price	Total
1	DS450 Model DS450 High Speed Digital Image Scanner with Steel Table, Report Printer, Audit Printer, Start-Up Kit, Dust Cover, Battery Backup, Two (2) USB Cables, and Two (2) 8GB Thumb Drives	1	\$49,950.00	\$49,950.00
2	DS450 Initial Annual License Fee	1	Included	Included
3	DS450 8GB Thumb Drive (Additional)	1	\$210.00	\$210.00
4	DS450 Equipment Installation (1st Unit)	1	\$1,925.00	\$1,925.00
5	Services Equipment Operations Traing Day	1	\$1,650.00	\$1,650.00
6	Services Election On-Site Support Event	1	\$4,525.00	\$4,525.00
7	Trade-In Allowance Equipment Being Traded-In by Customer Includes: 1 - Model 650 Scanner	1	(\$5,481.00)	(\$5,481.00)
8	Shipping Shipping & Handling	1	\$775.00	\$775.00

Order Subtotal \$ **53,554.00**

Customer Discount (\$472.96)

Order Total \$ **53,081.04**

Freight Billable: yes no

 Lori Mommaerts
 Regional Sales Manager

 Customer Signature Date

 V.P. of Finance Date

 Title

Trade-In Equipment:
 ES&S will coordinate and pay for the pickup and transportation of the trade-in equipment from Customer's site on a date to be mutually agreed upon by the parties. ES&S is responsible for preparing, packaging and palletizing the trade-in equipment for shipment.

Sales Order Agreement

Special Notes:

Payment Terms

100% of Order Total due Thirty (30) Calendar Days after the later of (a) Equipment Delivery, or (b) Receipt of Corresponding ES&S Invoice.

Note 1: Any applicable state and local taxes are not included, and are the responsibility of the Customer.

Note 2: In no event shall Customer's payment obligations hereunder, or the due dates for such payments, be contingent or conditional upon Customer's receipt of federal and/or state funds.

Warranty Period (Years):

One (1) Year From Equipment Delivery

Hardware Maintenance and Software License, Maintenance and Support Services (Post-Warranty Period)

The terms, conditions, and pricing for the Hardware Maintenance and Software License, Maintenance and Support Services (Post-Warranty Period) are set forth in Exhibit A attached hereto.

SEE GENERAL TERMS AND CONDITIONS

GENERAL TERMS

1. **Purchase/License Terms.** Subject to the terms and conditions of this Agreement, ES&S agrees to sell and/or license, and Customer agrees to purchase and/or license, the ES&S Equipment, ES&S Software and ES&S Firmware described on the front side of this Agreement. The ES&S Firmware and ES&S Software are collectively referred to hereinafter as the "ES&S Software." The payment terms for the ES&S Equipment and ES&S Software are set forth on the front side of this Agreement. Title to the ES&S Equipment shall pass to Customer when Customer has paid ES&S the total amount set forth on the front side of this Agreement for the ES&S Equipment. The consideration for ES&S' grant of the license during the Initial Term for the ES&S Firmware is included in the cost of the ES&S Equipment.
2. **Grant of Licenses.** Subject to the terms and conditions of this Agreement, ES&S hereby grants to Customer nonexclusive, nontransferable licenses for its bona fide full time, part time or temporary employees to use the ES&S Software and related Documentation in the Jurisdiction while Customer is using the ES&S Equipment and timely pays the applicable annual ES&S Software License, Maintenance and Support Fees set forth on Schedule A1. The licenses allow such bona fide employees to use and copy the ES&S Software (in object code only) and the Documentation, in the course of operating the ES&S Equipment and solely for the purposes of defining and conducting elections and tabulating and reporting election results in the Jurisdiction.
3. **Prohibited Uses.** Customer shall not take any of the following actions with respect to the ES&S Software or the Documentation:
 - a. Reverse engineer, decompile, disassemble, re-engineer or otherwise create, attempt to create, or permit, allow or assist others to create, the source code or the structural framework for part or all of the ES&S Software;
 - b. Cause or permit any use, display, loan, publication, transfer of possession, sublicensing or other dissemination of the ES&S Software or Documentation, in whole or in part, to or by any third party without ES&S' prior written consent; or
 - c. Cause or permit any change to be made to the ES&S Software without ES&S' prior written consent; or
 - d. Allow a third party to cause or permit any copying, reproduction or printing of any output generated by the ES&S Software (except finished ballots by ballot printers selected by Customer) in which ES&S owns or claims any proprietary intellectual property rights (e.g., copyright, trademark, patent pending or patent), including, but not limited to, any ballot shells or ballot code stock.
4. **Term of Licenses.** The licenses granted in Section 2 shall commence upon the delivery of the ES&S Software described in Section 2 and shall continue for a one (1) year period (the "Initial License Term"). Upon expiration of the Initial License Term, the licenses shall automatically renew for an unlimited number of successive one-year periods (each a "License Renewal Term") upon the payment by Customer of the annual software license and software maintenance and support fee as set forth on the front side of this Agreement. ES&S may terminate either license if Customer fails to pay the consideration due for, or breaches Sections 2, 3, or 9 with respect to, such license. Upon the termination of either of the licenses granted in Section 2 for ES&S Software or upon Customer's discontinuance of the use of any ES&S Software, Customer shall immediately return such ES&S Software and the related Documentation (including any and all copies thereof) to ES&S, or (if requested by ES&S) destroy such ES&S Software and Documentation and certify in writing to ES&S that such destruction has occurred.
5. **Updates.** During the Initial License Term or any License Renewal Term, ES&S may provide new releases, upgrades or maintenance patches to the ES&S Software, together with appropriate Documentation ("Updates"), on a schedule defined by ES&S. Customer is responsible for obtaining any upgrades or purchases of Third Party Items required to operate the Updates as well as the cost of any replacements, retrofits or modifications to the ES&S Equipment which may be necessary in order to operate the Updates. All Updates shall be deemed to be ES&S Software for purposes of this Agreement upon delivery. Customer may install the Updates in accordance with ES&S' recommended instructions or may request that ES&S install the Updates. ES&S may charge Customer at its then-current rates to (i) install the Updates; (ii) train Customer on Updates, if such training is requested by Customer or (iii) provide maintenance and support on the ES&S Software that is required as a result of Customer's failure to timely or properly install an Update. Customer shall be responsible for any claim, damage, loss, judgment, penalty, cost, amount paid in settlement or fee which is caused by Customer's failure to install and use the most recent Update provided to it by ES&S. If Customer proposes changes in the ES&S Software to ES&S, such proposals will become ES&S' property. ES&S may, in its sole discretion, elect to make or not to make such changes without reference or compensation to Customer or any third party. ES&S represents to Customer that the Updates will comply with all applicable state law requirements at the time of delivery. Customer shall be responsible to ensure that it has installed and is using only certified versions of ES&S Software in accordance with applicable law. In the event that any Updates are required due to changes in state law, ES&S reserves the right to charge Customer for the following:
 - (i) the total cost of any third party items that are required in order to operate the Updates;
 - (ii) the total cost of any replacements, retrofits or modifications to the ES&S Equipment contracted for herein that may be developed and offered by ES&S in order for such ES&S Equipment to remain compliant with applicable laws and regulations; and
 - (iii) Customer's pro-rata share of the costs of designing, developing and/or certification by applicable federal and state authorities of such state mandated Updates.Customer's pro-rata share of the costs included under subsection (iii) above shall be determined at the time by dividing the number of registered voters in Customer's jurisdiction by the total number of registered voters in all counties in Customer's state to which ES&S has sold and/or licensed the Equipment and/or Licensed Software purchased and licensed by Customer under this Agreement. Customer shall pay ES&S the entire costs incurred for design, development and certification of any Update which is required due to a change in local law or is otherwise requested or required by Customer.
6. **Delivery; Risk of Loss.** The Estimated Delivery Dates and First Election Use (if any) set forth on the front side of this Agreement are estimates and may only be established or revised, as applicable, by the parties, in a written amendment to this Agreement, because of delays in executing this Agreement, changes requested by Customer, product availability and other events. ES&S will notify Customer of such revisions as soon as ES&S becomes aware of such revisions. Risk of loss for the ES&S Equipment and ES&S Software shall pass to Customer when such items are delivered to Customer's designated location. Upon transfer of risk of loss to Customer, Customer shall be responsible for obtaining and maintaining sufficient casualty insurance on the ES&S Equipment and ES&S Software and shall name ES&S as an additional insured thereunder and, at ES&S' request, shall deliver written evidence thereof to ES&S until all amounts payable to ES&S under this Agreement have been paid by Customer.
7. **Warranty.**
 - a. **ES&S Equipment/ES&S Software.** ES&S warrants that for a one (1) year period (the "Warranty Period"), it will repair or replace any component of the ES&S Equipment or ES&S Software which, while under normal use and service: (i) fails to perform in accordance with its Documentation in all material respects, or (ii) is defective in material or workmanship. The Warranty Period will commence upon delivery. The Warranty shall not include the repair or replacement of any ES&S Equipment components that are consumed in the normal course of operating the ES&S Equipment, including printer ribbons, printer cartridges, paper rolls, batteries, removable media storage devices, PCMCIA cards or marking devices. Any repaired or replaced item of ES&S Equipment or ES&S Software shall be warranted only for the unexpired term of the Warranty Period. All replaced components of the ES&S Equipment or ES&S Software will become the property of ES&S. This warranty is effective provided that (I) Customer notifies ES&S within three (3) business days of the discovery of the failure of performance or defect and is otherwise in compliance with its obligations hereunder, (II) the ES&S Equipment or ES&S Software to be repaired or replaced has not been repaired, changed, modified or altered except as authorized or approved by ES&S, (III) the ES&S Equipment or ES&S Software to be repaired or replaced is not damaged as a result of accident, theft, vandalism, neglect, abuse, use which is not in accordance with instructions or specifications furnished by ES&S or causes beyond the reasonable control of ES&S or Customer, including acts of God, fire, floods, riots, acts of war, terrorism or insurrection, labor disputes, transportation delays, governmental regulations and utility or communication interruptions, and (IV) Customer has installed and is using the most recent update provided to it by ES&S. This warranty is void for any units of equipment which: (i) have not been stored or operated in a temperature range according their specifications, (ii) have been severely handled so as to cause mechanical damage to the unit, or (iii) have been operated or handled in a manner inconsistent with reasonable treatment of an electronic product. The terms of post-warranty license, maintenance and support are set forth on Exhibit A.
 - b. **Exclusive Remedies/Disclaimer.** IN THE EVENT OF A BREACH OF SUBSECTION 7(a), ES&S' OBLIGATIONS, AS DESCRIBED IN SUCH SUBSECTION, ARE CUSTOMER'S SOLE AND EXCLUSIVE REMEDIES. ES&S EXPRESSLY DISCLAIMS ALL WARRANTIES, WHETHER EXPRESS OR IMPLIED, WHICH ARE NOT SPECIFICALLY SET FORTH IN THIS AGREEMENT, INCLUDING, BUT NOT LIMITED TO, ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. FURTHER, IN THE EVENT CUSTOMER DECLINES ES&S' INSTALLATION AND ACCEPTANCE TESTING SERVICES OR IN ANY WAY AT ANY TIME ALTERS, MODIFIES OR CHANGES ANY EQUIPMENT, SOFTWARE, THIRD PARTY ITEMS AND/OR NETWORK (COLLECTIVELY "SYSTEM") CONFIGURATIONS WHICH HAVE BEEN PREVIOUSLY INSTALLED BY ES&S OR WHICH ARE OTHERWISE REQUIRED IN ACCORDANCE WITH THE CERTIFIED VOTING SYSTEM CONFIGURATION, ALL WARRANTIES OTHERWISE PROVIDED HEREUNDER WITH RESPECT TO THE SYSTEM PURCHASED, LEASED, RENTED AND/OR LICENSED UNDER THIS AGREEMENT SHALL BE VOID AND OF NO FURTHER FORCE AND EFFECT.
8. **Limitation Of Liability.** Neither party shall be liable for any indirect, incidental, punitive, exemplary, special or consequential damages of any kind whatsoever arising out of or relating to this Agreement. Neither party shall be liable for the other-party's negligent or willful misconduct. ES&S' total liability to Customer arising out of or relating to this Agreement shall not exceed the aggregate amount to be paid to ES&S hereunder. By entering into this Agreement, Customer agrees to accept responsibility for (a) the selection of, use of and results obtained from any equipment, software or services not provided by ES&S and used with the ES&S Equipment or ES&S Software; or (b) user errors, voter errors or problems encountered by any individual in voting that are not otherwise a result of the failure of ES&S to perform. ES&S shall not be liable under this Agreement for any claim, damage, loss, judgment, penalty, cost, amount paid in settlement or fee that is caused by (y) Customer's failure to timely or properly install and use the most recent update provided to it by ES&S or (z) Customer's election not to receive, or to terminate, the Hardware Maintenance Services or the ES&S Software Maintenance and Support.
9. **Proprietary Rights.** Customer acknowledges and agrees as follows:

ES&S owns the ES&S Software, all Documentation and training materials provided by ES&S, the design and configuration of the ES&S Equipment and the format, layout, measurements, design and all other technical information associated with the ballots to be used with the ES&S Equipment. Customer has the right to use the aforementioned items to the extent specified in this Agreement. ES&S also owns all patents, trademarks, copyrights, trade names and other proprietary or intellectual property in, or used in connection with, the aforementioned items. The aforementioned items also contain confidential and proprietary trade secrets of ES&S that are protected by law and are of substantial value to ES&S. Customer shall keep the ES&S Software and related Documentation free and clear of all claims, liens and encumbrances and shall maintain all copyright, trademark, patent or other intellectual or proprietary rights notices that are set forth on the ES&S Equipment, the ES&S Software, the Documentation, training materials and ballots that are provided, and all permitted copies of the foregoing.
10. **Termination.** This Agreement may be terminated, in writing, at any time by either party if the other party breaches any material provision hereof and does not cure such breach within 30 days after it receives written notification thereof from the non-breaching party.
11. **Disputes.**
 - a. **Payment of Undisputed Amounts.** In the event of a dispute between the parties regarding (1) a product or service for which payment has not yet been made to ES&S, (2) the amount due ES&S for any product or service, or (3) the due date of any payment, Customer shall nevertheless pay to ES&S when due all undisputed amounts. Such payment shall not constitute a waiver by Customer or ES&S of any of its rights and remedies against the other party.
 - b. **Remedies for Past Due Undisputed Payments.** If any undisputed payment to ES&S is past due more than 30 days, ES&S may suspend performance under this Agreement until such amount is paid. Any disputed or undisputed payment not paid by Customer to ES&S when due shall bear interest from the due date at a rate equal to the lesser of one and one-half percent per month or the maximum amount permitted by applicable law for each month or portion thereof during which it remains unpaid.
12. **Assignment.** Except in the case of a reorganization of the assets or operations of ES&S with one or more affiliates of ES&S or the sale, transfer or assignment of all or substantially all of the assets of ES&S to a successor who has asserted its intent to continue the business of ES&S, neither party may assign or transfer this Agreement or assign, subcontract or delegate any of its rights, duties or obligations hereunder without the prior written consent of the other party hereto, such consent not to be unreasonably withheld or conditioned, nor unduly delayed.
13. **Compliance with Laws.** ES&S warrants to Customer that, at the time of delivery, the ES&S Equipment and ES&S Software sold and licensed under this Agreement will comply with all applicable

requirements of federal and state election laws and regulations that are mandatory and effective as of the Effective Date and will have been certified by the appropriate state authorities for use in Customer's state. The ES&S Equipment and ES&S Software, including all components will be provided to Customer with a hardened network for the election management software ("EMS"), in accordance with the guidelines of the United States Election Assistance Commission. During the Term of this Agreement, in the event Customer fails to maintain EMS in the hardened network or allows any internal or external access to the hardened network, Customer agrees to indemnify and hold harmless ES&S from and against any and all claims, damages, losses, liens, obligations, liabilities, judgments, assessed damages, costs, expenses (including reasonable attorney's fees) and the like arising out of or related to the Customer's breach of its obligations hereunder.

14. **Voting System Reviews.** In the event that the Jurisdiction or the State require any future reviews or examinations ("Reviews") of current or previous versions of state-certified ES&S voting systems or components thereof that are not otherwise required as a result of any changes or modifications voluntarily made by ES&S to the ES&S Software and/or ES&S Equipment licensed and sold hereunder, Customer shall be responsible for:

(i) Customer's pro-rata share of such Review costs;

(ii) Customer's pro-rata share of the costs of designing, developing, manufacturing and/or certification by applicable federal and state authorities of any mandated modifications to the ES&S Equipment and/or ES&S Software that may result from such Reviews; and

(iii) the total cost of any third party items that are required in order for the ES&S Equipment and/or ES&S Software to satisfy any new requirements resulting from such Reviews in order to remain certified;

Customer's pro-rata share of the costs included under subsections 14(ii) and 14(iii) above shall be determined at the time by dividing the number of registered voters in Customer's jurisdiction by the total number of registered voters in all counties in Customer's state to which ES&S has sold and/or licensed the ES&S Equipment and/or ES&S Software purchased and licensed by Customer under this Agreement.

15. **Entire Agreement.** This Agreement, including all exhibits hereto, shall be binding upon and inure to the benefit of the parties and their respective representatives, successors and assigns. This Agreement, including all Exhibits hereto, contains the entire agreement of the parties with respect to the subject matter hereof and shall supersede and replace any and all other prior or contemporaneous discussions, negotiations, agreements or understandings between the parties, whether written or oral, regarding the subject matter hereof. Any provision of any purchase order, form or other agreement which conflicts with or is in addition to the provisions of this Agreement shall be of no force or effect. In the event of any conflict between a provision contained in an Exhibit to this Agreement and these General Terms, the provision contained in the Exhibit shall control. No waiver, amendment or modification of any provision of this Agreement shall be effective unless in writing and signed by the party against whom such waiver, amendment or modification is sought to be enforced. No consent by either party to, or waiver of, a breach by either party shall constitute a consent to or waiver of any other different or subsequent breach by either party. This Agreement shall be governed by and construed in accordance with the laws of the State in which the Customer resides, without regard to its conflicts of laws principles. The parties agree that venue for any dispute or cause of action arising out of or related to this Agreement shall be in the state and federal courts of the United States located in the State in which the Customer resides. ES&S is providing equipment, software and services to Customer as an independent contractor, and shall not be deemed to be a "state actor" for purposes of 42 U.S.C. § 1983. ES&S may engage subcontractors to provide certain of the equipment, software or services, but shall remain fully responsible for such performance. The provisions of Sections 1-5, 7(b), 8, 9, 11(b), 12-15 these General Terms shall survive the termination of this Agreement, to the extent applicable.

EXHIBIT A
HARDWARE MAINTENANCE AND SOFTWARE LICENSE, MAINTENANCE AND SUPPORT
SERVICES
(POST-WARRANTY PERIOD)

ARTICLE I
GENERAL

1. **Term; Termination.** This Exhibit A for Hardware Maintenance and Software License, Maintenance and Support Services shall be in effect for the coverage period as described in Schedule A1 (the "Term"). Upon expiration of the Term, this Agreement may be renewed by the parties upon terms and conditions as may be mutually agreed upon in writing by the parties. This Agreement may be terminated by the first to occur of (a) the date which is thirty (30) days after either party notifies the other that it has materially breached this Exhibit A, if the breaching party fails to cure such breach (except for a breach pursuant to subsection (d), which will require no notice), (b) the date which is thirty (30) days after ES&S notifies Customer that it is no longer able to procure replacement parts that may be needed in order to perform the Hardware Maintenance Services contemplated hereunder, (c) the date on which the Equipment or firmware installed thereon is no longer certified by federal and/or state authorities for use in Customer's jurisdiction, or (d) the date which is thirty (30) days after Customer fails to pay any amount due to ES&S under this Exhibit A. The termination of this Exhibit A shall not relieve Customer of its liability to pay any amounts due to ES&S hereunder and shall only entitle Customer to a prorated refund of any fees already paid to ES&S in the event that this is Exhibit A is terminated pursuant to subsection 1(b) or 1(c) above.

2. **Fees.** In consideration for ES&S' agreement to provide Hardware Maintenance and Software License, Maintenance and Support Services under this Exhibit A, Customer shall pay to ES&S the Hardware Maintenance and Software License, Maintenance and Support Fees set forth on Schedule A1 for the Term. The Hardware Maintenance and Software License, Maintenance and Support Fees for the Term are due as set forth on Schedule A1. The Software License, Maintenance and Support Fee shall be comprised of (i) a fee for the Software License, Maintenance and Support provided for the ES&S Firmware, and (ii) a fee for the Software License, Maintenance and Support provided for all other ES&S Software, and shall be in addition to any fees or charges separately referred to in any Section of this Exhibit A. If Customer elects to receive Software License, Maintenance and Support for an Add-On or New Product during the Term, ES&S will charge an incremental Software License, Maintenance and Support Fee for such services.

ARTICLE II
HARDWARE

1. **Maintenance Services.** The Hardware Maintenance Services to be provided to Customer under this Agreement for the ES&S equipment set forth on Schedule A1 (the "Products") shall be subject to the following terms and conditions:

a. **Routine Maintenance Services.** An ES&S Representative shall provide such services as may be necessary to keep the Products working in accordance with their Documentation, normal wear and tear excepted ("Normal Working Condition"). The services provided by ES&S pursuant to this Subsection 1(a) are referred to herein as "Routine Maintenance Services. Routine Maintenance Services shall be provided once each **Twelve (12) Months** during the Term. Generally, Routine Maintenance Services shall include cleaning, lubrication, diagnostic check, and calibration services. The Routine Maintenance Services shall not include the repair or replacement of any ES&S Equipment components that are consumed in the normal course of operating the Equipment, including, but not limited to, printer ribbons, printer cartridges, paper rolls, batteries, removable media storage devices, PCMCIA cards or marking devices. Customer may request that Routine Maintenance Services be performed more than once during the Term. Any such request shall be made at

least sixty (60) days before the Routine Maintenance Services are desired. The per-unit fee for such additional Routine Maintenance Services is set forth on Schedule A1 and shall be due within thirty (30) days after invoice date. ES&S will schedule the Routine Maintenance Services with Customer. The Routine Maintenance Services will be provided at Customer's Designated Location. Customer's "Designated Location" shall mean Customer's owned or leased facility at which Customer desires ES&S to perform the Hardware Maintenance Services.

b. **Repair Services.**

i. **Defects Under Normal Use and Service.** If a defect or malfunction occurs in any Product while it is under normal use and service, Customer shall promptly notify ES&S, and ES&S shall use reasonable efforts to restore the item to Normal Working Condition as soon as practicable. The services provided by ES&S pursuant to this Subsection 1(b)(i) are referred to herein as "Repair Services". ES&S will perform Repair Services in conjunction with a Routine Maintenance Service event at the Customer's Designated Location.

ii. **Defects Due to Customer Actions or Omissions.** If a defect or malfunction occurs in any Product as a result of (1) repairs, changes, modifications or alterations not authorized or approved by ES&S, (2) accident, theft, vandalism, neglect, abuse or use that is not in accordance with instructions or specifications furnished by ES&S or (3) causes beyond the reasonable control of ES&S or Customer, including acts of God, fire, flooding, riots, acts of war, terrorism or insurrection, labor disputes, transportation delays, governmental regulations, and utility or communication interruptions, rodent infestation, or if Customer does not notify ES&S within 72 hours after it knows of the defect or malfunction, Customer shall pay ES&S for the Repair Services at ES&S' then-current rates, as well as for the cost of all parts used in connection with such Repair Services.

iii. **Timing.** The date(s) on which any Repair Services shall be provided shall be mutually agreed upon by ES&S and Customer. If Customer requires ES&S to provide "emergency" Repair Services (which shall be defined as Repair Services that are provided by ES&S within 48 hours after Customer notifies ES&S of the need therefore), and such emergency Repair Services are not needed as a result of an action, error or omission by ES&S, Customer shall pay a surcharge, as set forth on Schedule A1.

iv. **Loaner Unit.** At Customer's request and if such product is available, ES&S shall use reasonable efforts to promptly make available to Customer a product that is the same as, or substantially similar to, the Product for which Repair Services are being performed (a "Loaner Unit"). If the Repair Services are being performed pursuant to Subsection 1(b)(ii) above, Customer shall pay ES&S for the use of the Loaner Unit at ES&S' then-current rates including the cost of shipping.

c. **Exclusions.** ES&S has no obligation under this Agreement to (i) assume the obligations under any existing or expired warranty for a Third Party Item; (ii) repair or replace Product components that are consumed in the normal course of operating the Product, including, but not limited to, printer ribbons, printer cartridges, paper rolls, batteries, removable media storage devices, PCMCIA cards or marking devices, or (iii) repair any Product from which the serial number has been removed or altered. In addition, ES&S may, at any time in its discretion, determine that any Product is no longer fit for Hardware Maintenance Services because it is in such poor condition that it cannot practically be restored to Normal Working Condition, or cannot be restored to Normal Working Condition at an expense that is less than the then-current value of the Product. If such a determination is made, ES&S shall no longer be required to provide Hardware Maintenance Services for such Product. ES&S shall also

refund to Customer an amount equal to (1) that portion of the most recent fee paid for Hardware Maintenance Services that is attributable to such Product, multiplied by (2) a fraction, the numerator of which is the remaining number of days within the Term for which such fee was paid and the denominator of which is the total number of days within the Term.

d. **Sole Provider; Access.** Customer shall not permit any individual other than an ES&S Representative to provide maintenance or repairs with respect to the Products during the Term. Customer shall provide ES&S Representatives with all information necessary to enable them to provide Hardware Maintenance Services. Customer shall likewise provide full access to the Products and adequate working space for all Hardware Maintenance Services performed at its Designated Location, including sufficient heat, lights, ventilation, electric current and outlets.

e. **Environmental Conditions.** Products should be stored in a clean, dry and secure environment. During the storage and operation of the Products, the temperature and moisture ranges should be maintained in accordance with the Products' Documentation.

f. **Reinstatement of Hardware Maintenance Services; Inspection.** If the Term expires without being renewed, Customer may thereafter resume receiving Hardware Maintenance Services upon (a) notification to ES&S and (b) the granting to ES&S of access to the Products. ES&S requires Customer to allow it to inspect such Products before it provides any Hardware Maintenance Services. The purpose of such inspection shall be to determine whether or not the Products are in Normal Working Condition. The cost of such inspection will be at ES&S' then current rates and shall be due from Customer within thirty (30) days of its receipt of ES&S' invoice therefore. If any of the Products is not in Normal Working Condition, ES&S, at the option of Customer, (i) shall provide such repairs and replacements as it deems reasonable and necessary to restore such item to Normal Working Condition, at Customer's expense with respect to the cost of any labor (charged at ES&S' then current rates) and parts used in such repairs or replacements, or (ii) shall not provide any Hardware Maintenance Services with respect to such Product(s).

ARTICLE III

SOFTWARE LICENSE, MAINTENANCE AND SUPPORT SERVICES

1. **License and Services Provided.** ES&S shall provide license, maintenance and support services ("Software License, Maintenance and Support") for the ES&S Software and ES&S Firmware (collectively, "ES&S Software"), to allow Customer to continue to license and use the software in accordance with the license terms set forth in Sections 2-4 of the General Terms as well as to enable it to perform in accordance with its Documentation in all material respects, and to cure any defect in material or workmanship. The specific Software License, Maintenance and Support services provided by ES&S and each party's obligations with respect to such services are set forth on Schedule A1.

2. **Updates.** During the Term, ES&S may continue to provide Updates in accordance with the terms of Section 5 of the General Terms.

3. **Conditions.** ES&S shall not provide Software License, Maintenance and Support for any item of ES&S Software if such item requires such services as a result of (a) repairs, changes, modifications or alterations not authorized or approved by ES&S, (b) accident, theft, vandalism, neglect, abuse or use that is not in accordance with instructions or specifications furnished by ES&S, (c) causes beyond the reasonable control of ES&S or Customer, including acts of God, fire, flooding, riots, acts of war, terrorism or insurrection, labor disputes, transportation delays, governmental regulations and utility or communication interruptions, (d) Customer's failure to timely and properly install and use the most recent update provided to it by ES&S, or (e) Customer's failure to notify ES&S within three (3) business days after Customer knows of the need for such services. Any such Software License, Maintenance and Support shall be provided at the fees to be agreed upon by the parties if and when the need for such Software License, Maintenance and Support arises. Replacement versions of Software requested by

Customer as a result of items set forth in this Section 3 or as a result of Customer's actions or inactions shall be billable to Customer at ES&S' then current rates.

4. **Proprietary Rights.** ES&S shall own the entire right, title and interest in, and to all corrections, programs, information and work product conceived, created or developed, alone or with Customer or others, as a result of or related to the performance of this Exhibit A, including all proprietary rights therein or based thereon. Subject to the payment of all Software License, Maintenance and Support Fees, ES&S hereby grants to Customer a non-exclusive license to use that portion of such corrections, programs, information and work product that ES&S actually delivers to Customer pursuant to this Exhibit A. All licensed items shall be deemed to be ES&S Software for purposes of this Exhibit A. Except and to the extent expressly provided herein, ES&S does not grant to Customer any right, license, or other proprietary right, express or implied, in or to any corrections, programs, information, or work product covered by this Exhibit A.

5. **Reinstatement of Software License, Maintenance and Support.** If the Term expires without being renewed, Customer may thereafter receive a Software License and resume receiving Software Maintenance and Support upon (a) notification to ES&S, (b) payment of all fees, which would have been due to ES&S had the Term not expired, and (c) the granting to ES&S of access to the ES&S Software, so that ES&S may analyze it and perform such maintenance as may be necessary before resuming the Software License, Maintenance and Support services.

Schedule A1
Pricing Summary

<u>Summary:</u>		
Description	Refer To	Amount
ES&S Hardware Maintenance Fees	ES&S Hardware Maintenance Description and Fees Below	\$13,650.00
ES&S Firmware License, Maintenance and Support Fees	ES&S Firmware License, Maintenance and Support Description and Fees Below	\$7,875.00
Total Maintenance Fees for the Term:		\$21,525.00
<u>Payment Terms:</u>		
ES&S shall Invoice Customer annually for each year of the Initial Term. Payment is due before the start of each period within the Initial Term.		
<u>Terms & Conditions:</u>		
Note 1: Any applicable state and local taxes are not included, and are the responsibility of Customer.		
Note 2: In the event the Customer subsequently acquires any ES&S Equipment and or ES&S Software, the post warranty maintenance and support periods will be adjusted to synchronize the dates in order to conform with the current term.		

ES&S HARDWARE MAINTENANCE DESCRIPTION AND FEES

Term: Expiration of the Warranty Period through the fifth anniversary thereof

Qty	Description	Coverage Period	Annual Maintenance Fee Per Unit	Maintenance Fee In Total
1	Model DS450 Scanner	Year 1	\$2,730.00	\$2,730.00
1	Model DS450 Scanner	Year 2	\$2,730.00	\$2,730.00
1	Model DS450 Scanner	Year 3	\$2,730.00	\$2,730.00
1	Model DS450 Scanner	Year 4	\$2,730.00	\$2,730.00
1	Model DS450 Scanner	Year 5	\$2,730.00	\$2,730.00
Total Hardware Maintenance Fees for the Term				\$13,650.00

Note 1: The Per-Unit Fees if Customer requests more than one Routine Maintenance visit in a 12-month period shall be 55% of the then current maintenance fee per unit.

Note 2: Surcharge for Emergency Repair Services shall be the daily maintenance service rate in effect at the time such service is requested.

Note 3: Customer's Designated Location: Morrow County, Oregon

Note 4: The Per Unit Surcharge for performance of Routine Maintenance visit at more than one Customer Designated Location shall be \$25.00 per unit for all units located at second or more locations.

Hardware Maintenance Services Provided by ES&S Under this Schedule A1

1. Telephone Support.
2. Issue Resolution.
3. Technical Bulletins will be available through Customer's ES&S Web-based portal.
4. Routine Maintenance Services.
 - Onsite scheduled maintenance inspection per Article II, Section 1(a). The Inspection includes:
 - Service performed by an ES&S trained and certified technician.
 - Performance of factory approved diagnostics on the unit, identifying and making adjustments where necessary as indicated by the testing.
 - Replacement of worn or defective parts with new or remanufactured federally and state certified parts.
 - Conducting a final test to verify that the unit is working according to manufacturer's specifications.

- Use of a checklist tailored for each piece of ES&S Equipment.

5. Repair Services.

- Customer will receive coverage for interim repair calls.
 - Interim repair calls may be provided during a scheduled Routine Maintenance Services event or scheduled in conjunction with other service work being performed in close proximity to Customer's location if such repairs are not election critical.
 - A Product may be sent to ES&S' Depot location for repairs at a time to be mutually agreed upon by ES&S and Customer.

6. Priority Services.

- Customer has access to the ES&S Help Desk for assistance.
- The customer receives priority on service calls.
- The customer receives priority on response time.
- The customer receives priority on certified ES&S parts inventory.

Note: Except for those Hardware Maintenance Services specifically set forth herein, ES&S is under no obligation and shall not provide other Hardware Maintenance Services to the Customer unless previously agreed upon in writing by the parties.

**ES&S SOFTWARE LICENSE, MAINTENANCE AND SUPPORT DESCRIPTION AND FEES
FIRMWARE**

Term: Expiration of the Warranty Period through the first anniversary thereof

Listed below are the Hardware Products and Fees for which Firmware License, Maintenance and Support will be provided:

Qty	Description	Coverage Period	Annual Firmware License, Maintenance and Support Fee Per Unit	Firmware License, Maintenance and Support Fee In Total
1	Model DS450 Scanner	Year 1	\$1,575.00	\$1,575.00
1	Model DS450 Scanner	Year 2	\$1,575.00	\$1,575.00
1	Model DS450 Scanner	Year 3	\$1,575.00	\$1,575.00
1	Model DS450 Scanner	Year 4	\$1,575.00	\$1,575.00
1	Model DS450 Scanner	Year 5	\$1,575.00	\$1,575.00
Total Firmware License, Maintenance and Support Fees for the Term				\$7,875.00

Software License, Maintenance and Support Services Provided by ES&S under the Agreement

1. Telephone Support.
2. Issue Resolution.
3. Technical Bulletins will be available through Customer's ES&S Web-based portal.

Note: Except for those Software License, Maintenance and Support services specifically set forth herein, ES&S is under no obligation and shall not provide other Software License, Maintenance and Support services to the Customer unless previously agreed upon by the parties.

Software License, Maintenance and Support and Hardware Maintenance and Support Services – Customer Responsibilities

1. Customer shall have completed a full software training session for each product selected.
 - Customer shall have completed training at a proficiency level to successfully use the hardware (firmware) and software products.
 - Customer shall have the ability to install firmware and application software and make changes to date and time settings.
 - Customer shall have the ability to change consumable items. Any other changes made by the customer must be pre-approved in writing by ES&S.
2. Customer shall have reviewed a complete set of User Manuals.
3. Customer shall be responsible for the installation and integration of any third party hardware or software application or system purchased by the Customer, unless otherwise agreed upon, in writing, by the parties.

4. Customer shall be responsible for data extraction from Customer voter registration system.
5. Customer shall be responsible for implementation of any security protocols physical, network or otherwise which are necessary for the proper operation of the ES&S Equipment and ES&S Software.
6. Customer shall be responsible for the acceptance of the Equipment and Software, unless otherwise agreed upon, in writing, by the parties.
7. Customer shall be responsible for the design, layout, set up, administration, maintenance or connectivity of the Customer's network.
8. Customer shall be responsible for the resolution of any errors associated with the Customer's network or other hardware and software not purchased or recommended by ES&S and not otherwise identified in the User Guides as part of ES&S' Equipment and Software.
9. Customer shall be responsible for all costs associated with diagnosing ballot printing problems resulting from the use of non-ES&S Ballot Partner Printers ballots.
10. Customer shall be responsible for the payment of additional or replacement Software CDs or DVDs requested by Customer. The price for such additional or replacement Software CDs or DVDs shall be at ES&S' then current rates.



Morrow County, Oregon
Purchase Proposal Quote
 Submitted by Election Systems & Software

Purchase Solution Includes:

<u>Quantity</u>	<u>Item Description</u>	<u>Price</u>
Tabulation Hardware		
Model DS450 High Speed Digital Image Scanner:		
1	Model DS450 (Includes Scanner, Steel Table/Cart, Start-up Kit, Dust Cover, Reports Printer, Audit Printer, Battery Backup, Two (2) USB Cables, and Two (2) 8GB Thumb Drives)	\$49,950.00
1	DS450 Initial Annual License Fee	Included
1	Installation Fee (1st Unit)	\$1,925.00
1	DS450 Training Fee	\$1,650.00
Election Services		
1	Implementation Services (Does not include Coding, Voice Files or Ballots)	\$1,650.00
X	Equipment Operations Training	
1	Election On-Site Support (One Event includes a person on-site the day before, day of, and day after election)	\$4,525.00
X	1 Year Hardware and Software Warranty	Included
Shipping & Other		
X	Shipping and Handling	\$775.00
	Trade-In Allowance. Equipment Being Traded-In by Customer Includes: 1-Model 650 Scanner - Visible Green	(\$5,910.62)
Total Purchase Solution		<u>\$54,564.38</u>
Annual Post-Warranty License and Maintenance and Support Fees (Fees are Based Upon a 5-Year Customer Commitment to Subscribe to the Following Services)		
Annual Post-Warranty Hardware Maintenance and Support Fees:		
1	HMA DS450 - Gold Coverage (Annual Maintenance)	\$2,730.00
Annual Post-Warranty Firmware License and Maintenance and Support Fees:		
1	Firmware License - DS450	\$1,575.00
Total Annual Post-Warranty License and Maintenance and Support Fees		<u>\$4,305.00</u>

Footnotes:

1. This quote is an estimate and is subject to final review and approval by both ES&S and the Customer.
2. Rates valid for 60 days and thereafter may change.
3. Any applicable (City & State) sales taxes have not been included in pricing and are the responsibility of the customer.
4. The quantity of service days reflects a reasonable estimate for implementation and selected ongoing election services. Quantities may change depending on specific Customer needs.
5. ES&S will coordinate and pay for the pickup and transportation of the trade-in equipment from Customer's site on a date to be mutually agreed upon by the parties. ES&S is responsible for preparing, packaging and palletizing the trade-in equipment for shipment.



DS450[®]

High-Throughput Scanner & Tabulator

Touch Screen Display

Walks the operator through every step of the tabulation process.

Patented IMR[™] and PTRAC[™]

IMR[™] and PTRAC[™] technology provides unparalleled accuracy that reduces time-consuming manual ballot adjudication.

C-Curve

C-Curve efficiently transports ballots into the appropriate output bin.



Input Tray

Output Bins

- Sorts ballots into:
- Counted
 - Requires Further Review
 - Write-Ins

Paper Path Jam Management

LED light tracking feature enables easy management of ballot jams – prevents need to rescan entire run.



72

The number of 14-inch flat ballots processed per minute

DS450 Key Features

Customizable sorting is now more affordable than ever with the DS450 central scanner and tabulator. Process more ballots in less time, without stopping to sort overvotes, write-ins or blank ballots. ES&S sets the industry standard for high-speed scanners. The DS450 embodies the spirit of the DS850 while maintaining an efficient throughput along with affordability for jurisdictions.



SECURE

System integrity and electronic audits make the DS450 part of the most dependable family of central vote scanners and tabulators in its class. Safeguards, such as data encryption and digital signatures, help protect sensitive data and verify authenticity, including certification of all firmware.



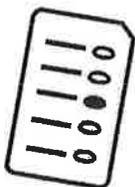
FLEXIBLE

With three separate output bins, you can determine whether you want to outstack specific types of ballots for further review. Let the DS450 handle separating write-in votes, overvotes and blank ballots – all without missing a beat.



ACCURATE

ES&S-patented IMR™ and PTRAC™ technology ensures ballots are read accurately and consistently, protecting voter intent and minimizing manual adjudication.



HIGH THROUGHPUT

Achieve faster sorts without stopping for each blank ballot with the DS450. It scans and sorts 14-inch double-sided ballots at 72 per minute into three output bins.



FOLDED BALLOT PROCESSING

The DS450 is designed with a series of TruGrip™ rollers, which maintain constant contact with the ballot surface, ensuring quality control throughout the entire tabulation process.

Quote #2

Bobbi,

Sorry this took a little longer than I anticipated. I've been working on new pricing for small counties, and have the numbers approved, but was waiting on some additional details.

So, here are the numbers, and I'll follow up later with additional details:

All in up front cost to buy the whole setup, including hardware, software, implementation, training, shipping, garden gnome disposal, or anything else required would be \$54,330. That works out to \$30,000 for the perpetual license agreement and \$24,330 for the hardware, implementation, and training.

The annual all-in warranty and maintenance cost starting in year 2 (warranty covers everything in year one) would be \$9,860.

There may still be a couple of ways to shave this even a little more, but those are the details I'm still waiting for.

This should give you numbers to put into your budget, and we can talk about more details a little later.

Thanks, and feel free to give me a call any time if you have any questions,

Don DeFord
503-269-7224
Don DeFord
Regional Sales Director



Clear Ballot Group, Inc.
7 Water Street, Suite Seven | Boston, MA 02109
www.clearballot.com | donald.deford@clearballot.com
Cell: 503.269.7224

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

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

2. FISCAL IMPACT:

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

Sign the order designating the Heppner Gazette Times as the official newspaper for county business as well as the East Oregonian as needed.

Attach additional background documentation as needed.

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

IN THE MATTER OF)
DESIGNATING AN OFFICIAL) ORDER NO. OR-2018-8
NEWSPAPER FOR PUBLICATION)
OF COUNTY PUBLIC NOTICES)

WHEREAS, Morrow County is required by numerous provisions of state and local law to publish notice of its business, suits, actions and proceedings in one or more newspapers of general circulation in Morrow County; and

WHEREAS, ORS 255.145 requires publication of ballot titles for district measures in a newspaper of general circulation within Morrow County; and

WHEREAS, ORS 311.615 and ORS 312.040 require the Board of Commissioners to identify a newspaper of general circulation within Morrow County for publication of tax warrants and real property tax foreclosure lists and information; and

WHEREAS, the Heppner Gazette Times is the only newspaper of general circulation in Morrow County which is published in Morrow County; now, therefore; and

WHEREAS, the East Oregonian is a newspaper of general circulation in Morrow County which is published in Umatilla County; now, therefore:

The Morrow County Board of Commissioners hereby orders that:

- (1) The Heppner Gazette Times is designated as the newspaper in which facsimile ballots for Morrow County shall be published. A copy of this order shall be forwarded to the County Clerk after adoption of this order; and
- (2) The Heppner Gazette Times is designated as the newspaper in which the County's real property tax foreclosure lists and service of warrants by publication shall be published; and
- (3) The Heppner Gazette Times and the East Oregonian are recognized as newspapers of general circulation in Morrow County. Any time that the law requires that the County publish a notice of County business, suits, actions and proceedings in a newspaper of general circulation in Morrow County, either newspaper may be used to satisfy that requirement.

Dated this 25th day of July 2018.

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

Don Russell, Chair

Jim Doherty, Commissioner

Melissa Lindsay, Commissioner

Approved as to Form:

Morrow County Counsel

AGENDA ITEM COVER SHEET

Morrow County Board of Commissioners

(Page 2 of 2)

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

The Morrow County Board of Commissioners approved the bylaws on May 10, 2017. The resolution contained a scrivener's error- Confusing "Attachment A" and "Attachment B". This resolution corrects that error.

2. FISCAL IMPACT:

None

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

Move to approve Resolution 2018-17.

Attach additional background documentation as needed.

**IN THE BOARD OF COMMISSIONERS FOR THE STATE OF OREGON
FOR THE COUNTY MORROW**

IN THE MATTER AMENDING THE)
BY-LAWS OF THE MORROW) RESOLUTION NO.: R-2018-17
COUNTY PARKS COMMITTEE IN)
THE 2010 – 2030 MORROW COUNTY)
PARKS MASTER PLAN)

The matter coming before the Morrow County Board of Commissioners, sitting as the governing body for Morrow County, Oregon during its regularly scheduled business meeting on July 25, 2018; and

WHEREAS, ORS 203.035 authorizes Morrow County to exercise authority within the County over matters of County concern; and

WHEREAS, Morrow County, as part of the implementation of Goal 8 Recreation, which states, “To satisfy the recreational needs of the citizens of the state and visitors and, where appropriate, to provide for the siting of necessary recreational facilities including destination resorts,” has supported the development and maintenance of three County parks; and

WHEREAS, based on the requirements of Oregon Administrative Rule Chapter 660 Land Conservation and Development Department Division 34 State and Local Park Planning, Morrow County has adopted a Parks Master Plan and appointed a Parks Committee to assist in the planning for County parks; and

WHEREAS, there is currently a discrepancy in the revised bylaws and the Parks Master Plan concerning the make-up and number of appointed Parks Committee members; and

WHEREAS, a Parks Plan Subcommittee has been appointed by the Parks Committee to address various land use and other planning needs, including these discrepancies; and

WHEREAS, the Parks Plan Subcommittee has identified a Parks Committee membership program that creates a nine member Committee that would include County wide recreation representation as well as representation of those who use Morrow County Parks.

WHEREAS, Resolution 2017-8 contained a scrivener's error that required correction.

BE IT RESOLVED the Morrow County Parks Committee Bylaws adopted on November 01, 2006 in Attachment A shall be replaced with Bylaws as depicted in Attachment B adopted on May 10, 2017.

ADOPTED by the Morrow County Board of Commissioners, this 25th day of July, 2018.

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

Don Russell, Chair

Jim Doherty, Commissioner

Melissa Lindsay, Commissioner

Approved as to Form:

Morrow County Counsel

MORROW COUNTY PARKS COMMITTEE

ARTICLE I – NAME

The name of this organization is the Morrow County Parks Committee.

ARTICLE II – PURPOSES

Section 1: MISSION STATEMENT

The overall goal of the Morrow County Parks Committee is to provide advice to the Morrow County Court and Public Works Director as to the management, marketing and improvements of the Morrow County Parks.

Section 2: POWERS

The Committee shall serve as an advisor to the Morrow County Court and the Public Works Director, in setting policy, budgeting and prioritizing projects associated with Morrow County Parks.

ARTICLE III – MEMBERSHIP

Section 1: DEFINITION

- a. A person representing the Irrigon Park District. This person shall be appointed by the Irrigon Park District.
- b. A person representing the Boardman Park District. This person shall be appointed by the Boardman Park District Board.
- c. A person representing the Willow Creek Park District. This person shall be appointed by the Willow Creek Park District Board.
- d. An employee of the Morrow County Public Works Department.
- e. A member or members of the Morrow County Court.
- f. A person to represent park users.
- g. A representative of the Umatilla National Forest.
- h. A person representing the Morrow County School District.
- i. A person representing tourism and economic development interests.
- j. A Morrow County Park Camp Host or Park Attendant.
- k. An at large member of the county.

Section 2: NUMBER AND SELECTION

The County Court may select any number of individuals to serve on the committee.

Section 3: TERMS OF OFFICE

All members of the Committee, shall be appointed to four year terms. As designated by the appointing authority however, members of the initial Committee, including the chair person and the vice chair person shall serve two, three, or four year terms.

Section 4: COMMITTEE COMPOSITION

Members shall endeavor to include persons who have knowledge of the issues relating to parks and park facilities, tourism and economic development.

Section 5: RESPONSIBILITIES

Committee members are to regularly attend meeting of the Committee and subcommittees to which they have been appointed and to fulfill other Committee duties as appointed by the chair person.

Section 6: TERMINATION OF MEMBERSHIP

By a majority vote of the members constituting a quorum the Committee may recommend to the appointing authority that a Committee member's position be declared vacant when the member has been absent from three consecutive Committee meeting.

The appointing authority shall make appointments to fill vacancies as they occur. Such appointments shall be for the duration of the unexpired term of that vacancy.

The terms of the charter membership shall be established on a rotating basis, with two and four year terms. Subsequent membership shall be for four year terms.

ARTICE IV – OFFICERS

Section 1: DEFINITION

The Commission shall have a Chair person, a Vice-Chair person and a Secretary to be elected by the membership.

Section 2: OFFICERS

CHAIR PERSON: The Chair person shall be elected by the Committee membership. The Chair person shall have the responsibility to call the meetings, set the agenda, and preside at all meetings of the Committee, shall make appointments to sub-committees and assignments of other tasks as necessary to carry out the business of the Committee.

VICE-CHAIRPERSON: The Vice Chair person shall be elected by the Committee membership and shall preside at Committee meetings in the absence of the Chair person and shall assist the Chair person in the execution of tasks necessary to carry out the business of the Committee.

SECRETARY: The Secretary shall be elected by the Committee membership and shall be responsible for taking minutes at the Committee meetings.

Section 3: ELECTION

At the first Committee meeting of the year, the Committee shall elect officers. Terms of office shall be one calendar year and an incumbent shall be eligible for re-election.

ARTICLE V- SUBCOMMITTEES

The Chair person shall appoint all subcommittees and charge each with its responsibility. A subcommittee may be comprised of one or more persons appointed by the Chair person. Subcommittee members may include members of the committee and other interested persons who reside in Morrow County. The subcommittee chairperson shall be responsible for scheduling meetings, assigning specific tasks within the mandate of the subcommittee, chairing meetings of the subcommittee, and reporting to the Committee concerning the work of the subcommittee.

ARTICLE VI – ADVISORS

The Committee and subcommittees may call on members of the community and other professionals to provide technical assistance. No funds shall be expended for these advisors unless approved by the County Court.

ARTICLE VII – MEETINGS

Section 1: PUBLIC MEETINGS LAW

The Committee is a public body for purposes of ORS Chapter 192 and there

by subject to the statutory procedures relating to public meetings. It is the policy of the Committee to maintain maximum public contact and input. In accordance with this policy, all meeting notices routinely shall be

announced to the East Oregonian and the Heppner-Gazette Times. Distribution of meeting notices shall be in a manner that maximizes the potential for the public to be aware of the proceedings of the Committee and to participate in its deliberations.

Section 2: REGULAR MEETINGS

The Committee shall meet at least twice a year. Meetings shall be held in November and in March. Meetings can be held at different towns in the county. Meetings shall be announced to members by electronic (e-mail) notice by the Morrow County Public Works Department or by written notice from Morrow County Public Works Department or the County Court.

Section 3: SPECIAL MEETINGS

The Chair person, Vice-Chairperson, or any three members of the Committee may call a special meeting by giving members written or verbal notice and by giving the required public meeting notice.

Section 4: DECISION MAKING

Decisions shall require a majority (50% plus 1) of members present at the meeting.

Section 5: MINUTES

Written minutes of all meetings shall be maintained. Minutes will be distributed to all Committee members and the appointing authority and shall be approved or corrected at subsequent meetings.

ARTICE VIII – PUBLIC RECORD

The Committee shall be subject to Oregon Public Records Laws, ORS 192-01 through 192.595, and the Oregon Public Contracting Laws, ORS Chapter 279.

ARTICLE IV – PARLIAMENTARY AUTHORITY

Roberts Rules of Order (Newly Revised) shall be the parliamentary authority in all cases not covered by these By-Laws and any special rules of order the Committee shall adopt.

ARTICLE X – AMENDMENT

Amendments to these By-Laws shall be approved by a two-thirds vote of the entire membership of the Committee, provided that the amendments have been submitted in writing to the Committee at the previous regular meeting. Any amendments to these bylaws shall be be considered as binding until approved by the appointing authorities.

ARTICLE XI – MISCELLANEOUS

Section 1: FISCAL YEAR

The fiscal year for the Commission shall be from July 1 through June 30.

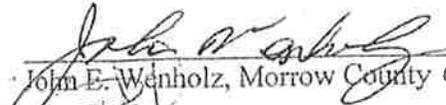
Section 2: INTEGRATION WITH OREGON LAWS

In the event any provision of these bylaws conflicts with applicable Oregon Laws, then the applicable provision of Oregon Law shall govern. The remainder of these bylaws, however, shall remain in effect.

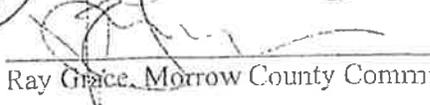
Signed this 1st of November, 2006
_____, Chair person

Approved this 1st day of November, 2006

Terry K. Tallman, Morrow County Judge



John E. Wenzholz, Morrow County Commissioner



Ray Grace, Morrow County Commissioner

MORROW COUNTY PARKS COMMITTEE

COMMITTEE BYLAWS

ARTICLE I – NAME

The name of this organization is the Morrow County Parks Committee.

ARTICLE II – MISSION STATEMENT AND POWERS

Section 1: MISSION STATEMENT

The overall goal of the Morrow County Parks Committee, here after referred to as Committee, is to provide advice to the Morrow County Board of Commissioners, and Morrow County Public Works Director as to the management, marketing and improvements of Morrow County Parks.

Section 2: POWERS

The Committee shall serve as an advisor to the Morrow County Board of Commissioners and the Morrow County Public Works Director, in setting policy, budgeting and prioritizing projects associated with Morrow County Parks.

ARTICLE III – MEMBERSHIP

Section 1: COMMITTEE COMPOSITION

The Committee shall be comprised of individuals who have knowledge of the issues relating to the Morrow County Parks, and their facilities, tourism and economic development.

- a.) A person representing the Boardman Parks District Board
 - 1.) This person shall be a member of and appointed by the Boardman Parks District

- b.) A person representing the Irrigon Parks District Board
 - 1.) This person shall be a member of and appointed by the Irrigon Park District

- c.) A person representing the Willow Creek Park District (Representing Heppner, Ione, Lexington)
 - 1.) This person shall be a member of and appointed by the Willow Creek Park District Board

- d.) A person representing the Morrow County Public Works Department
- e.) A person representing the Umatilla National Forest Service
 - 1.) This person shall be from the Heppner Ranger District
- f.) Four (4) individuals to serve as Parks User/At Large who shall be Morrow County resident
 - Parks User/At Large Sub-group suggestions –
 - 1.) Motorized representative (all-terrain vehicle, snowmobile, jeep, etc.)
 - 2.) Equestrian
 - 3.) Hiking/Biking (hiking or bicycling)
 - 4.) Hunting/Camping

Section 2: NUMBER AND SELECTION

- a.) The Morrow County Board of Commissioners may approve a total of nine (9) individuals to serve on the committee.
- b.) The terms of the membership shall be established on a rotating basis of three (3) year terms with three (3) members to be appointed each year.
- c.) The appointing authority shall make appointments to fill vacancies as they occur. Such appointments shall be for the duration of the unexpired term of that vacancy.

Section 3: TERMS OF OFFICE

All individuals of the Committee, shall be appointed to three (3) year terms. As designated by the appointing authority, individuals of the initial Committee, including the chair person and the vice chair shall serve terms in alternating one (1) year.

Section 4: RESPONSIBILITIES

Committee members are to regularly attend meetings of the Committee and sub-committees to which they have been appointed and to fulfill other Committee duties as appointed by the chair person.

Section 5: TERMINATION OF MEMBERSHIP

By a majority vote of the members constituting a quorum, the Committee may recommend to the appointing authority that a Committee member's position be declared vacant when the member has been absent from three (3) consecutive Committee meetings.

Section 6: QUORUM

A quorum will be achieved by having a minimum of five (5) members present and participating either in-person or by interactive electronic methods.

ARTICLE IV – OFFICERS

Section 1: DEFINITION

The Committee shall have a Chair person and a Vice-Chair who shall be nominated by the Committee members, and approved by the Board of Commissioners. Morrow County Public Works personnel shall serve as the Committee facilitator.

Section 2: OFFICERS

CHAIR PERSON: The Chair person shall be nominated by the Committee membership, and approved by the Board of Commissioners. The Chair person shall have the responsibility to call the meetings and preside at all meetings of the Committee.

VICE-CHAIR PERSON: The Vice Chair person shall be nominated by the Committee membership, and approved by the Board of Commissioners. The Vice Chair shall preside at Committee meetings in the absence of the Chair person and shall assist the Chair person in the execution of tasks necessary to carry out the business of the Committee.

MORROW COUNTY PUBLIC WORKS PERSONNEL: The Morrow County Public Works Personnel shall be responsible for setting the agenda, sending meeting notices/documents, and be responsible for taking minutes at the Committee meetings.

Section 3: ELECTION

At the first Committee meeting of the year, the Committee shall nominate officers to the Morrow County Board of Commissioners. Terms of office shall be for one (1) calendar year and an incumbent shall be eligible for re-election.

ARTICLE V – SUB-COMMITTEES

The Committee shall appoint all sub-committees, charge each with its responsibility. A sub-committee may be comprised of one (1) or more persons appointed by the Committee. Sub-committee members may include members of the Committee and other interested persons who reside in Morrow County. The Sub-Committee Chair person shall be responsible for scheduling meetings, assigning specific tasks within the mandate of the Sub-committee, chairing meetings of the sub-committee, and reporting to the Committee concerning the work of the sub-committee.

ARTICLE VI – ADVISORS/STAKEHOLDERS

The Committee and sub-committees may call on members of the community and other professionals to provide technical assistance. No funds shall be expended for these advisors/stakeholders unless approved by County Board of Commissioners.

ARTICLE VII – MEETINGS

Section 1: PUBLIC MEETINGS LAW

The Committee is a public body for the purposes of ORS Chapter 192 and thereby subject to the statutory procedures relating to public meetings. It is the policy of the Committee to maintain maximum public contact and input. In accordance with this policy, all meeting notices routinely shall be announced to the newspapers of record in the area. Distribution of the meeting notices shall be in a manner that maximizes the potential for the public to be aware of the proceedings of the Committee and to participate in its deliberations.

Section 2: REGULAR MEETINGS

The Committee shall endeavor to meet a minimum of two (2) times per calendar year once in the spring and again in the fall. Meetings may be held at different locations within the County. Meetings shall be announced to members by electronic methods and/or written notice by the Morrow County Public Works Department or the Morrow County Board of Commissioners.

Section 3: SPECIAL MEETINGS

The Chair person, Vice-Chair person, or any three members of the Committee may call a special meeting by giving members written, verbal and/or electronic notice and by giving the required public meeting notice.

Section 4: DECISION MAKING

Decisions shall require a minimum vote of five (5) members in the affirmative or opposed for a decision to be made by the Committee. Voting can occur by committee members present and participating either in-person or by interactive electronic methods. Proxy votes shall not be accepted in the absence of a Committee member.

Section 5: MINUTES

Written minutes of all meetings shall be maintained in accordance with Oregon Administrative Rule Records Retention Requirements. Minutes will be distributed to all Committee members and appointing authority and shall be corrected if necessary and approved at subsequent meetings. Minutes will be maintained by the Morrow County Public Works Department.

ARTICLE VIII – PUBLIC RECORD

The Committee shall be subject to the Oregon Public Records Laws, ORS 192.001 through 192.595, and the Oregon Public Contracting Laws, ORS Chapter 279.

ARTICLE IV – PARLIAMENTARY AUTHORITY

Roberts Rules of Order (Newly Revised) shall be the parliamentary authority in all cases not covered by these bylaws and any special rules of order the Committee shall adopt.

ARTICLE X – AMENDMENT

Amendments to these bylaws shall be approved by a two-thirds vote of the entire membership of the Committee, provided that the amendments have been submitted in writing to the Committee at the previous regular meeting. Any amendments to these bylaws shall be considered as binding until approved by the Morrow County Board of Commissioners.

ARTICLE XI - MISCELLANEOUS

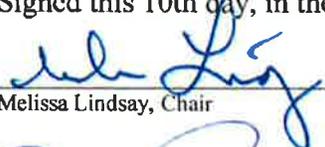
Section 1: FISCAL YEAR

The fiscal year for the Committee shall be from July 1 through June 30.

Section 2: INTEGRATION WITH OREGON LAWS

In the event any provisions of these bylaws conflict with applicable Oregon Laws, then the applicable provision of Oregon Law shall govern. The remainder of these bylaws, however shall remain in effect.

Signed this 10th day, in the month of May, in the year 2017.



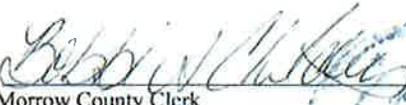
Melissa Lindsay, Chair



Don Russell, Vice Chair



Jim Doherty, Commissioner

ATTEST: 

Morrow County Clerk



**IN THE BOARD OF COMMISSIONERS FOR THE STATE OF OREGON
FOR THE COUNTY MORROW**

IN THE MATTER AMENDING THE)
BYLAWS OF THE MORROW)
COUNTY PARKS COMMITTEE IN)
THE 2010 – 2030 MORROW COUNTY)
PARKS MASTER PLAN)

RESOLUTION NO.: R-2017-8

The matter coming before the Morrow County Board of Commissioners, sitting as the governing body for Morrow County, Oregon during its regularly scheduled business meeting on May 10, 2017; and

WHEREAS, ORS 203.035 authorizes Morrow County to exercise authority within the County over matters of County concern; and

WHEREAS, Morrow County, as part of the implementation of Goal 8 Recreation, which states, “To satisfy the recreational needs of the citizens of the state and visitors and, where appropriate, to provide for the siting of necessary recreational facilities including destination resorts,” has supported the development and maintenance of three County parks; and

WHEREAS, based on the requirements of Oregon Administrative Rule Chapter 660 Land Conservation and Development Department Division 34 State and Local Park Planning, Morrow County has adopted a Parks Master Plan and appointed a Parks Committee to assist in the planning for County parks; and

WHEREAS, there is currently a discrepancy in the revised bylaws and the Parks Master Plan concerning the make-up and number of appointed Parks Committee members; and

WHEREAS, a Parks Plan Subcommittee has been appointed by the Parks Committee to address various land use and other planning needs, including these discrepancies; and

WHEREAS, the Parks Plan Subcommittee has identified a Parks Committee membership program that creates a nine member Committee that would include County wide recreation representation as well as representation of those who use Morrow County Parks.

NOW THEREFORE, BE IT RESOLVED that the Board of Commissioners replace the current Revised Bylaws of the Morrow County Parks Committee adopted on November 1, 2006, and suspend the portion of the Parks Master Plan adopted by Order OR-10-2010 that addresses the Morrow County Parks Committee Membership.

BE IT FURTHER RESOLVED the Morrow County Parks Committee Bylaws adopted on November 1, 2006 on Attachment B shall be replaced with Bylaws as depicted on Attachment A

ADOPTED by the Morrow County Board of Commissioners, Irrigon, Oregon, this 10th day of May, 2017.

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



Melissa Lindsay, Chair

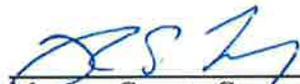


Don Russell, Commissioner



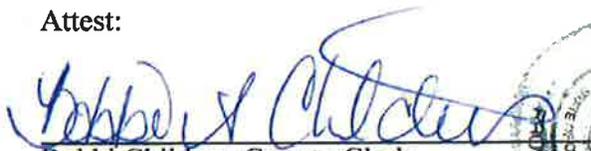
Jim Doherty, Commissioner

Approved as to Form:



Morrow County Counsel

Attest:



Bobbi Childers, County Clerk



Revised By-Laws

MORROW COUNTY PARKS COMMITTEE

ARTICLE I – NAME

The name of this organization is the Morrow County Parks Committee.

ARTICLE II – PURPOSES

Section 1: MISSION STATEMENT

The overall goal of the Morrow County Parks Committee is to provide advice to the Morrow County Court and Public Works Director as to the management, marketing and improvements of the Morrow County Parks.

Section 2: POWERS

The Committee shall serve as an advisor to the Morrow County Court and the Public Works Director, in setting policy, budgeting and prioritizing projects associated with Morrow County Parks.

ARTICLE III – MEMBERSHIP

Section 1: DEFINITION

- a. A person representing the Irrigon Park District. This person shall be appointed by the Irrigon Park District.
- b. A person representing the Boardman Park District. This person shall be appointed by the Boardman Park District Board.
- c. A person representing the Willow Creek Park District. This person shall be appointed by the Willow Creek Park District Board.
- d. An employee of the Morrow County Public Works Department.
- e. A member or members of the Morrow County Court.
- f. A person to represent park users.
- g. A representative of the Umatilla National Forest.
- h. A person representing the Morrow County School District.
- i. A person representing tourism and economic development interests.
- j. A Morrow County Park Camp Host or Park Attendant.
- k. An at large member of the county.

Section 2: NUMBER AND SELECTION

The County Court may select any number of individuals to serve on the committee.

Section 3: TERMS OF OFFICE

All members of the Committee, shall be appointed to four year terms. As designated by the appointing authority however, members of the initial Committee, including the chair person and the vice chair person shall serve two, three, or four year terms.

Section 4: COMMITTEE COMPOSITION

Members shall endeavor to include persons who have knowledge of the issues relating to parks and park facilities, tourism and economic development.

Section 5: RESPONSIBILITIES

Committee members are to regularly attend meeting of the Committee and subcommittees to which they have been appointed and to fulfill other Committee duties as appointed by the chair person.

Section 6: TERMINATION OF MEMBERSHIP

By a majority vote of the members constituting a quorum the Committee may recommend to the appointing authority that a Committee member's position be declared vacant when the member has been absent from three consecutive Committee meetings.

The appointing authority shall make appointments to fill vacancies as they occur. Such appointments shall be for the duration of the unexpired term of that vacancy.

The terms of the charter membership shall be established on a rotating basis, with two and four year terms. Subsequent membership shall be for four year terms.

ARTICLE IV – OFFICERS

Section 1: DEFINITION

The Commission shall have a Chair person, a Vice-Chair person and a Secretary to be elected by the membership.

Section 2: OFFICERS

CHAIR PERSON: The Chair person shall be elected by the Committee membership. The Chair person shall have the responsibility to call the meetings, set the agenda, and preside at all meetings of the Committee, shall make appointments to sub-committees and assignments of other tasks as necessary to carry out the business of the Committee.

VICE-CHAIRPERSON: The Vice Chair person shall be elected by the Committee membership and shall preside at Committee meetings in the absence of the Chair person and shall assist the Chair person in the execution of tasks necessary to carry out the business of the Committee.

SECRETARY: The Secretary shall be elected by the Committee membership and shall be responsible for taking minutes at the Committee meetings.

Section 3: ELECTION

At the first Committee meeting of the year, the Committee shall elect officers. Terms of office shall be one calendar year and an incumbent shall be eligible for re-election.

ARTICLE V- SUBCOMMITTEES

The Chair person shall appoint all subcommittees and charge each with its responsibility. A subcommittee may be comprised of one or more persons appointed by the Chair person. Subcommittee members may include members of the committee and other interested persons who reside in Morrow County. The subcommittee chairperson shall be responsible for scheduling meetings, assigning specific tasks within the mandate of the subcommittee, chairing meetings of the subcommittee, and reporting to the Committee concerning the work of the subcommittee.

ARTICLE VI – ADVISORS

The Committee and subcommittees may call on members of the community and other professionals to provide technical assistance. No funds shall be expended for these advisors unless approved by the County Court.

ARTICLE VII – MEETINGS

Section 1: PUBLIC MEETINGS LAW

The Committee is a public body for purposes of ORS Chapter 192 and therefore

is subject to the statutory procedures relating to public meetings. It is the policy of the Committee to maintain maximum public contact and input. In accordance with this policy, all meeting notices routinely shall be

announced to the East Oregonian and the Heppner-Gazette Times. Distribution of meeting notices shall be in a manner that maximizes the potential for the public to be aware of the proceedings of the Committee and to participate in its deliberations.

Section 2: REGULAR MEETINGS

The Committee shall meet at least twice a year. Meetings shall be held in November and in March. Meetings can be held at different towns in the county. Meetings shall be announced to members by electronic (e-mail) notice by the Morrow County Public Works Department or by written notice from Morrow County Public Works Department or the County Court

Section 3: SPECIAL MEETINGS

The Chair person, Vice-Chairperson, or any three members of the Committee may call a special meeting by giving members written or verbal notice and by giving the required public meeting notice.

Section 4: DECISION MAKING

Decisions shall require a majority (50% plus 1) of members present at the meeting.

Section 5: MINUTES

Written minutes of all meetings shall be maintained. Minutes will be distributed to all Committee members and the appointing authority and shall be approved or corrected at subsequent meetings.

ARTICLE VIII – PUBLIC RECORD

The Committee shall be subject to Oregon Public Records Laws, ORS 192.01 through 192.595, and the Oregon Public Contracting Laws, ORS Chapter 279.

ARTICLE IV – PARLIAMENTARY AUTHORITY

Roberts Rules of Order (Newly Revised) shall be the parliamentary authority in all cases not covered by these By-Laws and any special rules of order the Committee shall adopt.

ARTICLE X – AMENDMENT

Amendments to these By-Laws shall be approved by a two-thirds vote of the entire membership of the Committee, provided that the amendments have been submitted in writing to the Committee at the previous regular meeting. Any amendments to these bylaws shall be considered as binding until approved by the appointing authorities.

ARTICLE XI – MISCELLANEOUS

Section 1: FISCAL YEAR

The fiscal year for the Commission shall be from July 1 through June 30.

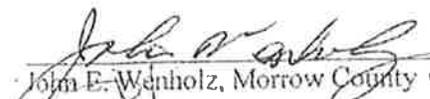
Section 2: INTEGRATION WITH OREGON LAWS

In the event any provision of these bylaws conflicts with applicable Oregon Laws, then the applicable provision of Oregon Law shall govern. The remainder of these bylaws, however, shall remain in effect.

Signed this 13th of November, 2006
_____, Chair person

Approved this 1st day of November, 2006


Terry K. Tallman, Morrow County Judge


John E. Wenholz, Morrow County Commissioner


Ray Grace, Morrow County Commissioner

MORROW COUNTY PARKS COMMITTEE

COMMITTEE BYLAWS

ARTICLE I – NAME

The name of this organization is the Morrow County Parks Committee.

ARTICLE II – MISSION STATEMENT AND POWERS

Section 1: MISSION STATEMENT

The overall goal of the Morrow County Parks Committee, here after referred to as Committee, is to provide advice to the Morrow County Board of Commissioners, and Morrow County Public Works Director as to the management, marketing and improvements of Morrow County Parks.

Section 2: POWERS

The Committee shall serve as an advisor to the Morrow County Board of Commissioners and the Morrow County Public Works Director, in setting policy, budgeting and prioritizing projects associated with Morrow County Parks.

ARTICLE III – MEMBERSHIP

Section 1: COMMITTEE COMPOSITION

The Committee shall be comprised of individuals who have knowledge of the issues relating to the Morrow County Parks, and their facilities, tourism and economic development.

- a.) A person representing the Boardman Parks District Board
 - 1.) This person shall be a member of and appointed by the Boardman Parks District
- b.) A person representing the Irrigon Parks District Board
 - 1.) This person shall be a member of and appointed by the Irrigon Park District
- c.) A person representing the Willow Creek Park District (Representing Heppner, Ione, Lexington)
 - 1.) This person shall be a member of and appointed by the Willow Creek Park District Board

- d.) A person representing the Morrow County Public Works Department
- e.) A person representing the Umatilla National Forest Service
 - 1.) This person shall be from the Heppner Ranger District
- f.) Four (4) individuals to serve as Parks User/At Large who shall be Morrow County resident
 - Parks User/At Large Sub-group suggestions –
 - 1.) Motorized representative (all-terrain vehicle, snowmobile, jeep, etc.)
 - 2.) Equestrian
 - 3.) Hiking/Biking (hiking or bicycling)
 - 4.) Hunting/Camping

Section 2: NUMBER AND SELECTION

- a.) The Morrow County Board of Commissioners may approve a total of nine (9) individuals to serve on the committee.
- b.) The terms of the membership shall be established on a rotating basis of three (3) year terms with three (3) members to be appointed each year.
- c.) The appointing authority shall make appointments to fill vacancies as they occur. Such appointments shall be for the duration of the unexpired term of that vacancy.

Section 3: TERMS OF OFFICE

All individuals of the Committee, shall be appointed to three (3) year terms. As designated by the appointing authority, individuals of the initial Committee, including the chair person and the vice chair shall serve terms in alternating one (1) year.

Section 4: RESPONSIBILITIES

Committee members are to regularly attend meetings of the Committee and sub-committees to which they have been appointed and to fulfill other Committee duties as appointed by the chair person.

Section 5: TERMINATION OF MEMBERSHIP

By a majority vote of the members constituting a quorum, the Committee may recommend to the appointing authority that a Committee member's position be declared vacant when the member has been absent from three (3) consecutive Committee meetings.

Section 6: QUORUM

A quorum will be achieved by having a minimum of five (5) members present and participating either in-person or by interactive electronic methods.

ARTICLE IV – OFFICERS

Section 1: DEFINITION

The Committee shall have a Chair person and a Vice-Chair who shall be nominated by the Committee members, and approved by the Board of Commissioners. Morrow County Public Works personnel shall serve as the Committee facilitator.

Section 2: OFFICERS

CHAIR PERSON: The Chair person shall be nominated by the Committee membership, and approved by the Board of Commissioners. The Chair person shall have the responsibility to call the meetings and preside at all meetings of the Committee.

VICE-CHAIR PERSON: The Vice Chair person shall be nominated by the Committee membership, and approved by the Board of Commissioners. The Vice Chair shall preside at Committee meetings in the absence of the Chair person and shall assist the Chair person in the execution of tasks necessary to carry out the business of the Committee.

MORROW COUNTY PUBLIC WORKS PERSONNEL: The Morrow County Public Works Personnel shall be responsible for setting the agenda, sending meeting notices/documents, and be responsible for taking minutes at the Committee meetings.

Section 3: ELECTION

At the first Committee meeting of the year, the Committee shall nominate officers to the Morrow County Board of Commissioners. Terms of office shall be for one (1) calendar year and an incumbent shall be eligible for re-election.

ARTICLE V – SUB-COMMITTEES

The Committee shall appoint all sub-committees, charge each with its responsibility. A sub-committee may be comprised of one (1) or more persons appointed by the Committee. Sub-committee members may include members of the Committee and other interested persons who reside in Morrow County. The Sub-Committee Chair person shall be responsible for scheduling meetings, assigning specific tasks within the mandate of the Sub-committee, chairing meetings of the sub-committee, and reporting to the Committee concerning the work of the sub-committee.

ARTICLE VI – ADVISORS/STAKEHOLDERS

The Committee and sub-committees may call on members of the community and other professionals to provide technical assistance. No funds shall be expended for these advisors/stakeholders unless approved by County Board of Commissioners.

ARTICLE VII – MEETINGS

Section 1: PUBLIC MEETINGS LAW

The Committee is a public body for the purposes of ORS Chapter 192 and thereby subject to the statutory procedures relating to public meetings. It is the policy of the Committee to maintain maximum public contact and input. In accordance with this policy, all meeting notices routinely shall be announced to the newspapers of record in the area. Distribution of the meeting notices shall be in a manner that maximizes the potential for the public to be aware of the proceedings of the Committee and to participate in its deliberations.

Section 2: REGULAR MEETINGS

The Committee shall endeavor to meet a minimum of two (2) times per calendar year once in the spring and again in the fall. Meetings may be held at different locations within the County. Meetings shall be announced to members by electronic methods and/or written notice by the Morrow County Public Works Department or the Morrow County Board of Commissioners.

Section 3: SPECIAL MEETINGS

The Chair person, Vice-Chair person, or any three members of the Committee may call a special meeting by giving members written, verbal and/or electronic notice and by giving the required public meeting notice.

Section 4: DECISION MAKING

Decisions shall require a minimum vote of five (5) members in the affirmative or opposed for a decision to be made by the Committee. Voting can occur by committee members present and participating either in-person or by interactive electronic methods. Proxy votes shall not be accepted in the absence of a Committee member.

Section 5: MINUTES

Written minutes of all meetings shall be maintained in accordance with Oregon Administrative Rule Records Retention Requirements. Minutes will be distributed to all Committee members and appointing authority and shall be corrected if necessary and approved at subsequent meetings. Minutes will be maintained by the Morrow County Public Works Department.

ARTICLE VIII – PUBLIC RECORD

The Committee shall be subject to the Oregon Public Records Laws, ORS 192.001 through 192.595, and the Oregon Public Contracting Laws, ORS Chapter 279.

ARTICLE IV – PARLIAMENTARY AUTHORITY

Roberts Rules of Order (Newly Revised) shall be the parliamentary authority in all cases not covered by these bylaws and any special rules of order the Committee shall adopt.

ARTICLE X – AMENDMENT

Amendments to these bylaws shall be approved by a two-thirds vote of the entire membership of the Committee, provided that the amendments have been submitted in writing to the Committee at the previous regular meeting. Any amendments to these bylaws shall be considered as binding until approved by the Morrow County Board of Commissioners.

ARTICLE XI - MISCELLANEOUS

Section 1: FISCAL YEAR

The fiscal year for the Committee shall be from July 1 through June 30.

Section 2: INTEGRATION WITH OREGON LAWS

In the event any provisions of these bylaws conflict with applicable Oregon Laws, then the applicable provision of Oregon Law shall govern. The remainder of these bylaws, however shall remain in effect.

Signed this 10th day, in the month of May, in the year 2017.



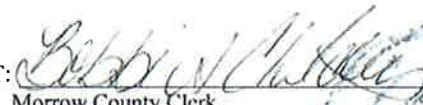
Melissa Lindsay, Chair



Don Russell, Vice Chair



Jim Doherty, Commissioner

ATTEST: 

Morrow County Clerk



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

1. TITLE OF AGENDA ITEM: *Morrow County Parks Committee Bylaw's Resolution*

2. ISSUES, BACKGROUND, AND DISCUSSION:

The Board of Commissioners requested Morrow County Counsel prepare a resolution accepting the Parks Committee Bylaws on April 19, 2017.

Attached is the Resolution approving the bylaws, and the updated bylaws themselves.

Both the resolution and the Bylaws needs to be signed by the Board of Commissioners.

3. OPTIONS:

1. Move to approve Resolution R-2017-8 and accept the Morrow County Parks Committee Bylaws as presented, with all commissioners signing both the resolution and bylaws.

2. other

4. FISCAL IMPACT:

none

5. STAFF RECOMMENDATIONS:

It is the staff and Parks Committee recommendation to approve and sign Resolution R-2017-8 regarding the Parks Committee Bylaws.

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

- Attach additional background documentation as needed.

Routing: Original or copies of signed contract or document should be sent to the following:

- | | |
|--|---|
| <input checked="" type="checkbox"/> Clerk (Original for recording) | <input type="checkbox"/> Finance Department (Copy for file) |
| <input checked="" type="checkbox"/> Board of Commissioners (Copy for file) | <input type="checkbox"/> Department – For distribution |
| <input checked="" type="checkbox"/> Other <u>Morrow County Public Works Department</u> | |

AGENDA ITEM COVER SHEET

Morrow County Board of Commissioners

(Page 2 of 2)

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

Road department has researched and rented a skid steer mounted asphalt milling machine for making joints and removing asphalt against rail road tracks, cattle guards and concrete rain gutters. This attachment also has been used for removing pavement markings. It is time for the road department to have this attachment on hand at all times to be available instead of renting as the nearest rental for this piece of equipment is in Portland Oregon. Purchase would be from our local dealer with all federal discounts applied.

2. FISCAL IMPACT:

Funds would come from the road departments equipment budget that has a current balance of \$120,000.00.

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

Motion to approve purchase of Bobcat 24" asphalt planer for the amount of \$14,019.00 from Bobcat of Pasco and have the BOC sign on behalf of the county.

Attach additional background documentation as needed.

7/1/2018	Budget allotment	175,000.00	\$175,000.00
7/11/2018	2002 Volvo Knuckle boom truck	(55,000.00)	\$120,000.00
	Bobcat 24" high flow Planer	(14,019.00)	\$105,981.00
	Bobcat 108" Grader	(6,492.08)	\$99,488.92



Product Quotation

Quotation Number: NEW

Date:

Ship to	Bobcat Dealer	Bill To
Morrow County Public Works Dept. Attn: Greg Close 365 W. Highway 74 P.O. Box 428 Lexington, OR 97839 Phone: (541) 989-9500 Fax: (541) 989-8352	Bobcat of Pasco, Pasco, WA 1115 N Oregon Ave Pasco WA 99301 Phone: 509-416-4005 Fax: 509-547-4750 ----- Contact: Michael Perchalski Phone: 509-416-4005 E Mail: mikeperchalski@bobcat- psc.com	Morrow County Public Works Dept. Attn: Greg Close 365 W. Highway 74 P.O. Box 428 Lexington, OR 97839 Phone: (541) 989-9500 Fax: (541) 989-8352

Description	Part No	Qty	Price Ea.	Total
24" Planer, High Flow	M7017	1	\$16,574.00	\$16,574.00
--- Drum 24 Fastcut	M7017-R01-C04	1	\$4,401.00	\$4,401.00
Total of Items Quoted				\$20,975.00
Freight Charges				\$345.00
Government Discount				-\$7,301.00
Quote Total - US dollars				\$14,019.00

Notes:

All prices subject to change without prior notice or obligation. This price quote supersedes all preceding price quotes.

Customer Acceptance:	Purchase Order: _____
Authorized Signature:	
Print: _____	Sign: _____ Date: _____

Matt Scrivner

From: Kate Knop
Sent: Thursday, July 19, 2018 12:26 PM
To: Matt Scrivner; Darrell Green; Roberta Lutcher
Cc: Eric Imes; Sandra Pointer
Subject: RE: Purchase Pre-authorization

All,

The appropriations are available. I approve.

Kate Knop

Finance Director
Morrow County
P.O. Box 867
Heppner, OR 97836
541-676-5615 or x5302
kknop@co.morrow.or.us



From: Matt Scrivner
Sent: Thursday, July 19, 2018 12:10 PM
To: Darrell Green <dgreen@co.morrow.or.us>; Roberta Lutcher <rlutcher@co.morrow.or.us>; Kate Knop <kknop@co.morrow.or.us>
Cc: Eric Imes <eimes@co.morrow.or.us>; Sandra Pointer <spointer@co.morrow.or.us>
Subject: Purchase Pre-authorization

All

Please review the attached Agenda cover sheet for a purchase pre-authorization for an asphalt planer attachment.

Matt Scrivner

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

AGENDA ITEM COVER SHEET

Morrow County Board of Commissioners

(Page 2 of 2)

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

Road department purchased a 84" grader about 8 years ago. It has been used on small projects and also is used for doing shoulder rock after paving projects to not damage fresh asphalt and the maneuverability in driveways. The 84" model is only the width of the machine and that is why we are upgrading to the correct size for our machine. The 84" machine is the perfect width for the parks department and they will be paying trade in value towards the purchase of the road departments new grader.

2. FISCAL IMPACT:

Grader attachment \$10,522.08 + \$995.00 for wiring harness for parks machine =	\$ 11,517.08
Parks dept. purchasing of attachment and wiring harness (238-300-5-40-4103)	\$ 5,025.00
Road department purchasing of attachment (202-220-5-40-4402)	\$ 6,492.08

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

Motion to approve purchase of Bobcat 108" Grader attachment for the amount of \$11,517.08 from Bobcat of Pasco and have the BOC Chair sign on behalf of the county.

Attach additional background documentation as needed.



Product Quotation

Quotation Number: NEW

Date:

Ship to	Bobcat Dealer	Bill To
Morrow County Public Works Dept. Attn: Greg Close 365 W. Highway 74 P.O. Box 428 Lexington, OR 97839 Phone: (541) 989-9500 Fax: (541) 989-8352	Bobcat of Pasco, Pasco, WA 1115 N Oregon Ave Pasco WA 99301 Phone: 509-416-4005 Fax: 509-547-4750 ----- Contact: Michael Perchalski Phone: 509-416-4005 E Mail: mikeperchalski@bobcat- psc.com	Morrow County Public Works Dept. Attn: Greg Close 365 W. Highway 74 P.O. Box 428 Lexington, OR 97839 Phone: (541) 989-9500 Fax: (541) 989-8352

Description	Part No	Qty	Price Ea.	Total
Grader, 108"	7182060	1	\$15,347.00	\$15,347.00
Total of Items Quoted				\$15,347.00
Freight Charges				\$450.00
Government Discount				-\$5,274.92
Quote Total - US dollars				\$10,522.08

Notes: Trade-In Value of Used 84" Grader: \$5,025.00

All prices subject to change without prior notice or obligation. This price quote supersedes all preceding price quotes.

Customer Acceptance:

Purchase Order: _____

Authorized Signature:

Print: _____ Sign: _____ Date: _____

7/1/2018	Budget allotment	175,000.00	\$175,000.00
7/11/2018	2002 Volvo Knuckle boom truck	(55,000.00)	\$120,000.00
	Bobcat 24" high flow Planer	(14,019.00)	\$105,981.00
	Bobcat 108" Grader	(6,492.08)	\$99,488.92



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

(For BOC Use)
 Item #
 4h

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

Staff Contact: Greg Close Phone Number (Ext): 541-989-9500
 Department: Parks Requested Agenda Date:
 Short Title of Agenda Item: **Multi-Use Tractor Purchase Pre-Authorization**
 (No acronyms please)

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

<input type="checkbox"/> Order or Resolution	<input type="checkbox"/> Appointments
<input type="checkbox"/> Ordinance/Public Hearing:	<input type="checkbox"/> Update on Project/Committee
<input type="checkbox"/> 1st Reading <input type="checkbox"/> 2nd Reading	<input type="checkbox"/> Consent Agenda Eligible
<input type="checkbox"/> Public Comment Anticipated:	<input checked="" type="checkbox"/> Discussion & Action
Estimated Time:	Estimated Time: 5 min
<input type="checkbox"/> Document Recording Required	<input checked="" type="checkbox"/> Purchase Pre-Authorization
<input type="checkbox"/> Contract/Agreement	<input type="checkbox"/> Other

N/A Purchase Pre-Authorizations, Contracts & Agreements

Contractor/Entity:
 Contractor/Entity Address:
 Effective Dates – From: Through:
 Total Contract Amount: **30,033.18** Budget Line: **238-300-5-40-4103**
 Does the contract amount exceed \$5,000? Yes No

Reviewed By:

 _____ DATE 7-20-18	Department Head	Required for all BOC meetings
 _____ DATE 7/23/18	Admin. Officer/BOC Office	Required for all BOC meetings
_____ DATE	County Counsel	*Required for all legal documents
 _____ DATE 7-20-18	Finance Office	*Required for all contracts; other items as appropriate.
_____ DATE	Board Chair	*If appropriate

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

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

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

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

Purchase tractor & implement/s to aid with park maintenance and upkeep

Contacted John Deere for government pricing on John Deere 3033R w/mower deck and front loader and box blade. - see attached for Government pricing.

2. FISCAL IMPACT:

substantial - budgeted for equipment purchase

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

Recommend: purchase of 3033R - John Deere tractor with implement/s

approve or deny option to purchase

Attach additional background documentation as needed.



JOHN DEERE

Selling Equipment

Quote Id: 17772705

Customer Name: MORROW COUNTY ROAD DEPARTMENT

ALL PURCHASE ORDERS MUST BE MADE OUT TO (VENDOR):
 Deere & Company
 2000 John Deere Run
 Cary, NC 27513
 FED ID: 36-2382580; DUNS#: 60-7690989

ALL PURCHASE ORDERS MUST BE SENT TO DELIVERING DEALER:
 RDO Agriculture Equipment Co
 78200 Highway 207
 Hermiston, OR 97838
 541-567-8327
 act-her@rdoequipment.com

JOHN DEERE 3033R Compact Utility Tractor (24 PTO hp)

Hours:

Stock Number:

Contract: OR Lawn and Garden Equipment 1443 (PG 25 CG 22)

Selling Price *
\$ 22,033.18

Price Effective Date: February 14, 2018

* Price per item - includes Fees and Non-contract items

Code	Description	Qty	List Price	Discount%	Discount Amount	Contract Price	Extended Contract Price
1360LV	3033R Compact Utility Tractor (24 PTO hp)	1	\$ 23,458.00	17.00	\$ 3,987.86	\$ 19,470.14	\$ 19,470.14
Standard Options - Per Unit							
0409	English North American Operator's Manual and Decal Kit	1	\$ 0.00	17.00	\$ 0.00	\$ 0.00	\$ 0.00
1520	eHydro	1	\$ 1,326.00	17.00	\$ 225.42	\$ 1,100.58	\$ 1,100.58
2000	Open Station with Standard Seat	1	\$ 0.00	17.00	\$ 0.00	\$ 0.00	\$ 0.00
3330	Dual Mid & Single Electrohydraulic Rear SCV	1	\$ 985.00	17.00	\$ 167.45	\$ 817.55	\$ 817.55
3420	Mid PTO	1	\$ 720.00	17.00	\$ 122.40	\$ 597.60	\$ 597.60
5230	43x16-20 (4PR, R4 Industrial, 2 Position)	1	\$ -70.00	17.00	\$ -11.90	\$ -58.10	\$ -58.10
6230	27x8.5-15 (6PR, R4 Industrial, 2 Position)	1	\$ 127.00	17.00	\$ 21.59	\$ 105.41	\$ 105.41
Standard Options Total			\$ 3,088.00		\$ 524.96	\$ 2,563.04	\$ 2,563.04
Value Added Services Total			\$ 0.00			\$ 0.00	\$ 0.00
Suggested Price							\$ 22,033.18
Total Selling Price			\$ 26,546.00		\$ 4,512.82	\$ 22,033.18	\$ 22,033.18

JOHN DEERE H160 Loader



JOHN DEERE

Selling Equipment

Quote Id: 17772705

Customer Name: MORROW COUNTY ROAD DEPARTMENT

ALL PURCHASE ORDERS MUST BE MADE OUT TO (VENDOR):

Deere & Company
2000 John Deere Run
Cary, NC 27513
FED ID: 36-2382580; DUNS#: 60-7690989

ALL PURCHASE ORDERS MUST BE SENT TO DELIVERING DEALER:

RDO Agriculture Equipment Co
78200 Highway 207
Hermiston, OR 97838
541-567-8327
act-her@rdoequipment.com

Equipment Notes:

Hours:

Stock Number:

Selling Price *

Contract: OR Lawn and Garden Equipment 1443 (PG 25 CG 22)

\$ 4,176.56

Price Effective Date: January 29, 2018

* Price per item - includes Fees and Non-contract items

Code	Description	Qty	List Price	Discount%	Discount Amount	Contract Price	Extended Contract Price
1440P	H160 Loader	1	\$ 4,636.00	17.00	\$ 788.12	\$ 3,847.88	\$ 3,847.88
Standard Options - Per Unit							
0202	United States	1	\$ 0.00	17.00	\$ 0.00	\$ 0.00	\$ 0.00
0409	English	1	\$ 0.00	17.00	\$ 0.00	\$ 0.00	\$ 0.00
1305	Mounting frame and hoses	1	\$ 0.00	17.00	\$ 0.00	\$ 0.00	\$ 0.00
5245	Deluxe Hood Guard	1	\$ 266.00	17.00	\$ 45.22	\$ 220.78	\$ 220.78
6995	Less Ballast Box	1	\$ 0.00	17.00	\$ 0.00	\$ 0.00	\$ 0.00
8130	73 In. (1850mm) Materials Bucket	1	\$ 130.00	17.00	\$ 22.10	\$ 107.90	\$ 107.90
Standard Options Total			\$ 396.00		\$ 67.32	\$ 328.68	\$ 328.68
Suggested Price							\$ 4,176.56
Total Selling Price			\$ 5,032.00		\$ 855.44	\$ 4,176.56	\$ 4,176.56

Frontier BB2060 Standard Duty Box Blade

Equipment Notes:

Hours:

Stock Number:

Selling Price *

Contract: OR Lawn and Garden Equipment 1443 (PG 25 CG 22)

\$ 878.22

Price Effective Date: February 5, 2018

* Price per item - includes Fees and Non-contract items



JOHN DEERE

Selling Equipment

Quote Id: 17772705

Customer Name: MORROW COUNTY ROAD DEPARTMENT

ALL PURCHASE ORDERS MUST BE MADE OUT TO (VENDOR):
 Deere & Company
 2000 John Deere Run
 Cary, NC 27513
 FED ID: 36-2382580; DUNS#: 60-7690989

ALL PURCHASE ORDERS MUST BE SENT TO DELIVERING DEALER:
 RDO Agriculture Equipment Co
 78200 Highway 207
 Hermiston, OR 97838
 541-567-8327
 act-her@rdoequipment.com

Code	Description	Qty	List Price	Discount%	Discount Amount	Contract Price	Extended Contract Price
1042XF	BB2060 Standard Duty Box Blade	1	\$ 1,071.00	18.00	\$ 192.78	\$ 878.22	\$ 878.22
Suggested Price							\$ 878.22
Total Selling Price			\$ 1,071.00		\$ 192.78	\$ 878.22	\$ 878.22

JOHN DEERE 60D AutoConnect 7-Iron Mid-Mount Side Discharge Mower

Equipment Notes:

Hours:

Stock Number:

Selling Price *

Contract: OR Lawn and Garden Equipment 1443 (PG 25 CG 22)

\$ 2,923.26

Price Effective Date: January 29, 2018

* Price per item - includes Fees and Non-contract items

Code	Description	Qty	List Price	Discount%	Discount Amount	Contract Price	Extended Contract Price
7015LV	60D AutoConnect 7-Iron Mid-Mount Side Discharge Mower (3R Tractors and 3120-3720)	1	\$ 3,522.00	17.00	\$ 598.74	\$ 2,923.26	\$ 2,923.26
Standard Options - Per Unit							
0202	United States	1	\$ 0.00	17.00	\$ 0.00	\$ 0.00	\$ 0.00
0409	English	1	\$ 0.00	17.00	\$ 0.00	\$ 0.00	\$ 0.00
1004	AutoConnect Mower Lift	1	\$ 0.00	17.00	\$ 0.00	\$ 0.00	\$ 0.00
Standard Options Total			\$ 0.00		\$ 0.00	\$ 0.00	\$ 0.00
Suggested Price							\$ 2,923.26
Total Selling Price			\$ 3,522.00		\$ 598.74	\$ 2,923.26	\$ 2,923.26



Retail Purchase Order

RDO EQUIPMENT CO.
78200 South Highway 207
Hermiston OR, 97838

Phone: (541) 567-8327 - Fax: (541) 567-2959

Bill To:
MORROW COUNTY OHV PARK
PO BOX 428
LEXINGTON, OR, 978390428
MORROW ()
00

Purchase Order Date: 7/17/2018
Purchase Order #: 1096081
Purchaser Account #: 0000370
Customer Sales Tax Exempt #: None

Customer Purchaser Type: Governmental - County
Customer Market Use: Other -Scrap Handling
Location of First Working Use: LEXINGTON, OR, 978390428
Dealer Account Number: 079303
Account Manager: Andre Allison
Phone: (541) 276-6341
Fax:
Email: AAllison@rdoequipment.com

Equipment Information

Quantity	Serial Number	Hours (approx.)	Hours 2 (approx.)	Status / Year / Make / Model Additional Items	Cash Price
1	1LV3033RLHH102033	2	2	New 2017 JOHN DEERE 3033R	\$22,033.18
1	1P0H160XPHX004450	0	0	Attachment - New 2017 JOHN DEERE H160	\$4,176.56
1	TBD	0	0	New 2018 JOHN DEERE 60D	\$2,923.26
1	1XFBB20XAJ0035737	0	0	New 2018 FRONTIER BB2060	\$878.22
Equipment Subtotal:					\$30,011.22

Purchase Order Totals

Balance:	\$30,011.22
Tax Rate 3: (ORST 0%)	\$0.00
Sales Tax Total:	\$0.00
Sub Total:	\$30,011.22
Cash with Order:	\$0.00
Balance Due:	\$30,011.22

Legal Information

For the AG Equipment

Purchase Agreement - I (We), the undersigned, hereby order from you the Equipment described above, to be delivered as shown above. This order is subject to your ability to obtain such Equipment from the manufacturer and you shall be under no liability if delivery of the Equipment is delayed or prevented due to labor disturbances, transportation difficulties, or for any reason beyond your control. The price shown above is subject to your receipt of the Equipment prior to any change in price by the manufacturer. It is also subject to any new or increased taxes imposed upon the sale of the Equipment after the date of this order.

For Deals with Trades - I (We) offer to sell, transfer, and convey the following item(s) at or prior to the time of delivery of the above Equipment, as a "trade-in" to be applied against the cash price. Such item(s) shall be free and clear of all security agreements, liens, and encumbrances at the time of transfer to you. The following is a description and the price to be allowed for each item.

Warranty - IMPORTANT WARRANTY NOTICE: The John Deere warranty applicable to new John Deere Equipment is printed and included with this document. The new equipment warranty is part of this contract. Please read it carefully. YOUR RIGHTS AND REMEDIES PERTAINING TO THIS PURCHASE ARE LIMITED AS SET FORTH IN THE WARRANTY AND THIS CONTRACT. IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS ARE NOT MADE AND ARE EXCLUDED UNLESS SPECIFICALLY PROVIDED IN THE JOHN DEERE WARRANTY.

ACKNOWLEDGEMENTS - I (We) promise to pay the balance due shown above in cash, or to execute a Time Sale Agreement (Retail Installment Contract), or a Loan Agreement, for the purchase price of the Equipment, plus additional charges shown thereon or execute a Lease Agreement, on or before delivery of the Equipment ordered herein. Despite physical delivery of the Equipment, title shall remain in the seller until one of the foregoing is accomplished. I (We) hereby grant a security interest to RDO Equipment Co in the Equipment.

SIC Information - Please be advised that RDO has assigned its rights to sell agriculture rental equipment (as defined under SIC code #3523 and as described in this document) and the rights to sales proceeds (including "trade-in assets" related thereto) to North Star Deferred Exchange LLC, as part of IRC Sec. 1031 exchange.

Disclosure of Regulation Applicability - (CARB Disclaimer) California Only: When operated in California, any off-road diesel vehicle may be subject to the California Air Resources Board In-Use Off-Road Diesel Vehicle Regulation. It therefore could be subject to retrofit or accelerated turnover requirements to reduce emissions of air pollutants' CA Air Resource Board Regulation 2449(d)(3) As of June 15th, 2008 idling rental equipment must be limited to 5 minutes.

NOTICE: Use of John Deere Services, if applicable, and all rights and obligations of John Deere and the Customer (as identified in the applicable agreement), are governed by the terms and conditions outlined in the applicable Services and Software agreements available at www.JohnDeere.com/Agreements. If these terms and conditions are not agreeable do not use the Services. ± NOTICE: Equipment may be equipped with telematics hardware and software ("Telematics") that transmit data to John Deere. Purchaser may deactivate Telematics by contacting the JDLINK Global Support group at 1-800-251-9928 or via email at jdlinksupport@johndeere.com.

Upon signature of delivery acknowledgment, customer is accepting the equipment, including attachments, in "AS IS" condition, agreeing to notify RDO Equipment Co. within 24 hours of any damages or discrepancies found upon receipt of equipment.

Signature Area

Purchase Order Accepted By:

(Customer's Signature)

(Date Accepted)



(Authorized Signature of Dealer)

7-19-18

(Date Accepted)

Delivery of Equipment Acknowledgement:

(Customer's Signature)

(Date Accepted)

Standard Warranty Acknowledgement:

(Delivered On)

(Warranty Begins)

Equipment Options

Qty	Serial Number	Year / Make / Model	Description
1	1LV3033RLHH102033	2017 JOHN DEERE 3033R	None
1	1P0H160XPXH004450	2017 JOHN DEERE H160	None
1	TBD	2018 JOHN DEERE 60D	None
1	1XFBB20XAJ0035737	2018 FRONTIER BB2060	None

**WARRANTY FOR NEW JOHN DEERE AGRICULTURAL EQUIPMENT AND
LIMITED WARRANTY FOR NEW TURF & UTILITY EQUIPMENT (US & CANADA ONLY)**

A. GENERAL PROVISIONS – With respect to purchasers in the United States, "John Deere" means Deere & Company, 1 John Deere Place, Moline, IL 61265, and with respect to purchasers in Canada, "John Deere" means John Deere Canada ULC, 295 Hunter Road, P. O. Box 1000, Grimsby, Ontario L3M 4H5. The warranties described below are provided by John Deere to the original purchasers of new Agricultural, Turf and Utility Equipment ("Equipment") purchased from John Deere or authorized John Deere dealers (the "Selling Dealer"). These warranties apply only to Equipment intended for sale in Canada and the US. Under these warranties, John Deere will repair or replace, at its option, any part covered under these warranties which is found to be defective in material or workmanship during the applicable warranty term. Warranty service must be performed by a dealer or service center located in Canada or the US, and authorized by John Deere to sell and/or service the type of Equipment involved (the "Authorized Dealer"). The Authorized Dealer will use only new or remanufactured parts or components furnished or approved by John Deere. Warranty service will be performed without charge to the purchaser for parts and/or labor. However, the purchaser will be responsible for any service call and/or transportation of Equipment to and from the Authorized Dealer's place of business (except where prohibited by law), for any premium charged for overtime labor requested by the purchaser and for any service and/or maintenance not directly related to any defect covered under these warranties. These warranties are transferable, provided an authorized John Deere dealer is notified of the ownership change, and John Deere approves the warranty transfer.

B. WHAT IS WARRANTED – Subject to paragraph C, all parts of any new Equipment are warranted for the number of months or operating hours specified below. Each warranty term begins on the date of delivery of the Equipment to the original purchaser, (except for certain agricultural tillage, planting, cultivating, harvesting, and application Equipment which may have a delayed warranty start date, but only if established by John Deere and noted by Selling Dealer on the Purchase Order). **Included In 5E Series Tractor and Compact Utility Tractor Powertrain Warranty - Engine:** cylinder block, cylinder head, valve covers, oil pan, emissions control components, timing gear covers, flywheel housing, and all parts contained therein. **Powertrain:** transmission, transmission case, differential and axle housings, clutch housings, MFWD front axle assembly, and all parts contained therein (does not include external drivelines, dry clutch parts, or steering cylinders). **SWEEPS, SHOVELS, PLOWSHARES, AND DISK BLADES:** A replacement part will be furnished without charge if breakage occurs and the amount of wear is less than the wear limits established by John Deere.

AGRICULTURAL EQUIPMENT	WARRANTY TERM
Tractors	24 Months or 2000 Hours, Whichever Comes First
Tractors used in Earthmoving Applications exceeding 150 hours per year (except those specific models and configurations approved by John Deere as having a two year warranty in scraper applications)	90 Days
5E Series Tractors	24 Months or 2000 Hours, Whichever Comes First
a) Powertrain on 5E Series Tractors (components as per B above)	60 Months or 2000 Hours, Whichever Comes First
Scrapers	6 Months for MY14 and earlier 12 Months for D Series and MY15 and later
Frontier™ Equipment	12 months
Sugar Cane Harvesters and Loaders	12 months or 1500 hours, Whichever Comes First
All other Equipment (includes Ag Management Solutions (AMS) products)	12 Months
Premium Balers	24 Months or 12,000 bales, Whichever Comes First; First 12 Months, No Bale Limitation
Large Square Balers	12 Months, No Bale Limitation
a) Powertrain on Large Square Balers	24 Months or 20,000 bales, Whichever Comes First
Hagie Manufacturing Company LLC Sprayers and Detassellers	24 Months or 1000 Hours, Whichever Comes First
Engines in Self-Propelled Equipment except Tractors*	24 Months or 2000 Hours, Whichever Comes First
*Engine Items Covered in months 13 through 24 – Engine block, cylinder head, rocker arm cover, timing gear cover, crankcase pan and all parts enclosed within these units. Also included are the fuel injection pump, turbocharger, water pump, torsion damper, manifolds, and engine oil cooler. All other engine related items are not covered in months 13 through 24.	
TURF & UTILITY EQUIPMENT	WARRANTY TERM
1) Z200 Series and Z425 EZtrak™ Mowers, Z300 Series and Z525E ZTrak™ Mowers, and D100 Series Tractors**	24 Months or 120 Hours, Whichever Comes First
2) S200 Series Tractors**	36 Months or 200 Hours, Whichever Comes First
3) X300 Series Tractors; Z400 Series EZtrak™ Mowers and Z500M Series ZTrak™ Mowers (Except Z425 and Z525E)**	48 Months or 300 Hours, Whichever Comes First
4) X500 Series Tractors; Z600 Series EZtrak™ Mowers and Z500R Series ZTrak™ Mowers**	48 Months or 500 Hours, Whichever Comes First
5) X700 Series Tractors**	48 Months or 700 Hours, Whichever Comes First
6) JS Series Residential Walk-Behind Mowers	24 Months in Private Residential – Personal Use or 90 Days in Any Other Application
7) Wide Area Mowers, Front Mower Traction Units and Mower Decks, QuikTrak™ Mowers, Commercial Walk Behind Mowers	24 Months
8) Z900B, Z900E, and Z900M Series ZTrak™ Mowers	36 Months or 1200 Hours, Whichever Comes First; First 24 Months, No Hour Limitation
9) Z997, Z900A Series and Z900R Series ZTrak™ Mowers	36 Months or 1500 Hours, Whichever Comes First; First 24 Months, No Hour Limitation
10) Compact Utility Tractors	24 months or 2000 hours, Whichever Comes First
a) Powertrain on Compact Utility Tractors (components as per B above)	72 months or 2000 hours, Whichever Comes First
11) GATOR™ Utility Vehicles (except CX)	12 Months or 1000 Hours, Whichever Comes First
12) Implements/Attachments sold separately or used on Equipment listed in 7 through 11	12 Months
13) CX GATOR™**, All other Turf & Utility Equipment	24 Months in Private Residential - Personal Use or 12 Months in Any Other Application

**Implements/Attachments purchased on the same Purchase Order as the Equipment listed will be covered by the Equipment's warranty terms. Implements/Attachments purchased separately will be covered by the warranty term on line 12.

C. (I) ITEMS COVERED SEPARATELY – (1) Tires, rubber tracks and batteries; (2) John Deere Hand Held-Portable products; (3) John Deere Walk Behind Snowthrowers; (4) When applicable, a separate emissions warranty statement will be provided by Selling Dealer.

(II) WHAT IS NOT WARRANTED – Pursuant to the terms of these warranties, JOHN DEERE IS NOT RESPONSIBLE FOR THE FOLLOWING: (1) Used Equipment; (2) Any Equipment that has been altered or modified in ways not approved by John Deere, including, but not limited to, setting injection pump fuel delivery above John Deere specifications, modifying combine grain tanks, and modifying self-propelled sprayers with unapproved wheels, tracks, tanks or booms; (3) Depreciation or damage caused by normal wear, lack of reasonable and proper maintenance, failure to follow operating instructions/recommendations; misuse, lack of proper protection during storage, vandalism, the elements or collision or accident; (4) Normal maintenance parts and/or service, including but not limited to, oil, filters, coolants and conditioners, cutting parts, belts, brake and clutch linings; (5) Any Utility Vehicle used for racing or other competitive purpose; (6) Chains on Premium Balers.

D. SECURING WARRANTY SERVICE – To secure warranty service the purchaser must, (1) Report the Equipment defect to an Authorized Dealer and request warranty service within the applicable warranty term; (2) Present evidence of the warranty start date with valid proof of purchase; and (3) Make the Equipment available to an Authorized Dealer within a reasonable time.

E. NO IMPLIED WARRANTY, REPRESENTATION OR CONDITION – To the extent permitted by law, neither John Deere nor any company affiliated with it makes any warranties, representations, conditions or promises express or implied as to the quality, performance or freedom from defect of the Equipment covered by these warranties other than those set forth above, AND NO STATUTORY OR IMPLIED WARRANTIES OR CONDITIONS OF MERCHANTABILITY OR FITNESS ARE MADE. TO THE EXTENT LEGALLY REQUIRED, ANY IMPLIED WARRANTIES OR CONDITIONS SHALL BE LIMITED IN DURATION TO THE APPLICABLE PERIOD OF WARRANTY SET FORTH ON THIS PAGE. THE PURCHASER'S ONLY REMEDIES IN CONNECTION WITH THE BREACH OR PERFORMANCE OF ANY WARRANTY ON JOHN DEERE EQUIPMENT ARE THOSE SET FORTH ON THIS PAGE. IN NO EVENT WILL THE DEALER, JOHN DEERE OR ANY COMPANY AFFILIATED WITH JOHN DEERE BE LIABLE FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES. (Note: Some jurisdictions do not allow limitations on how long an implied warranty lasts or the exclusion or limitation of incidental or consequential damages so the above limitations and exclusions may not apply to you.) In the event the above warranty fails to correct purchaser's performance problems caused by defects in workmanship and/or materials, purchaser's exclusive remedy shall be limited to payment by John Deere of actual damages in an amount not to exceed the amount paid for the Equipment. This warranty gives you specific legal rights, and you may also have other rights which vary from jurisdiction to jurisdiction.

F. NO DEALER WARRANTY THE DEALER HAS NO AUTHORITY TO MAKE ANY WARRANTY, REPRESENTATION, CONDITION OR PROMISE ON BEHALF OF JOHN DEERE, OR TO MODIFY THE TERMS OR LIMITATIONS OF THIS WARRANTY IN ANY WAY.

G. If further information is desired, contact Selling Dealer or John Deere at 1-866-993-3373 (Agricultural) or 1-800-537-8233 (Turf & Utility Equipment).



JOHN DEERE

ALL PURCHASE ORDERS MUST BE MADE OUT TO (VENDOR):

Deere & Company
2000 John Deere Run
Cary, NC 27513
FED ID: 36-2382580; DUNS#: 60-7690989

ALL PURCHASE ORDERS MUST BE SENT TO DELIVERING DEALER:

RDO Agriculture Equipment Co
78200 Highway 207
Hermiston, OR 97838
541-567-8327
act-her@rdoequipment.com

Quote Summary

Prepared For:

Morrow County Road Department
Po Box 428
Lexington, OR 97839
Business: 541-988-8554

Delivering Dealer:

RDO Agriculture Equipment Co
Jason Hintermeister
78200 Highway 207
Hermiston, OR 97838
Phone: 541-567-8327
jhintermeister@rdoequipment.com

Quote ID: 17772705
Created On: 09 July 2018
Last Modified On: 09 July 2018
Expiration Date: 08 August 2018

Equipment Summary	Selling Price	Qty	Extended
JOHN DEERE 3033R Compact Utility Tractor (24 PTO hp) Contract: OR Lawn and Garden Equipment 1443 (PG 25 CG 22) Price Effective Date: February 14, 2018	\$ 22,033.18 X	1 =	\$ 22,033.18
JOHN DEERE H160 Loader Contract: OR Lawn and Garden Equipment 1443 (PG 25 CG 22) Price Effective Date: January 29, 2018	\$ 4,176.56 X	1 =	\$ 4,176.56
Frontier BB2060 Standard Duty Box Blade Contract: OR Lawn and Garden Equipment 1443 (PG 25 CG 22) Price Effective Date: February 5, 2018	\$ 878.22 X	1 =	\$ 878.22
JOHN DEERE 60D AutoConnect 7-Iron Mid-Mount Side Discharge Mower (3R Tractors and 3120-3720) Contract: OR Lawn and Garden Equipment 1443 (PG 25 CG 22) Price Effective Date: January 29, 2018	\$ 2,923.26 X	1 =	\$ 2,923.26
Equipment Total			\$ 30,011.22

* Includes Fees and Non-contract items

Quote Summary

Equipment Total \$ 30,011.22

Salesperson : X _____

Accepted By : X _____



JOHN DEERE

**ALL PURCHASE ORDERS MUST BE MADE OUT
TO (VENDOR):**

Deere & Company
2000 John Deere Run
Cary, NC 27513
FED ID: 36-2382580; DUNS#: 60-7690989

**ALL PURCHASE ORDERS MUST BE SENT
TO DELIVERING DEALER:**

RDO Agriculture Equipment Co
78200 Highway 207
Hermiston, OR 97838
541-567-8327
act-her@rdoequipment.com

Trade In	
SubTotal	\$ 30,011.22
Est. Service Agreement Tax	\$ 0.00
Total	\$ 30,011.22
Down Payment	(0.00)
Rental Applied	(0.00)
Balance Due	\$ 30,011.22

Salesperson : X _____

Accepted By : X _____

Confidential

AGENDA ITEM COVER SHEET

Morrow County Board of Commissioners

(Page 2 of 2)

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

The Equal Pay Law was enacted in 2017 and the amendments becomes effective January 1st, 2019. The changes focus on unlawful practices, pay history, permitted circumstances for paying employees at different compensation levels, additional provisions, legal remedies and equal-pay analyses as defense in award of compensatory and punitive damages (see attachment for more details). Based on my discussions with our past Human Resource Director, our current process meets these new requirements.

Umatilla County has engaged HR Answers, Inc to conduct a compensation survey to assist them with being compliant with the Oregon Equal Pay Law. I would like to discuss the merits of doing a similar survey. We reached out to HR Answers for a proposal to get an idea of what services they provide and to get an idea of the time and money we would need to commit to.

2. FISCAL IMPACT:

An RFP would be required, but an estimated cost of \$33,000.00

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

To proceed with an RFP for a compensation survey

Attach additional background documentation as needed.

OREGON EQUAL PAY LAW

Oregon law currently prohibits employers from discriminating between “the sexes” in the payment of wages for work of comparable character. ORS 652.220.

The Equal Pay Law (House Bill 2005), enacted by the 2017 Oregon Legislative Assembly, amends the current law as follows:

Unlawful Practices Under Equal Pay Law

Effective January 1, 2019, the law makes it an unlawful employment practice under ORS chapter 659A (Unlawful Discrimination laws) for an employer to:

In any manner discriminate between employees on the basis of an employee’s status as a member of a protected class[1] in the payment of wages or other compensation[2] for work of comparable character;

Pay wages or other compensation to any employee at a rate greater than that at which the employer pays wages or other compensation to employees of a protected class for work of comparable character;

Screen job applicants based on current or past compensation;

Determine compensation for a position based on current or past compensation of a prospective employee (not including a current employee of the employer during a transfer, move or hire of the employee to a new position with the same employer);

Seek the pay history of an applicant or employee from the applicant or employee or a current or former employer of the applicant or employee before the employer makes an offer of employment to the prospective employee that includes an amount of compensation. ORS 652.220(1); ORS 659A[3].

Pay History

Effective October 6, 2017 employers are prohibited from seeking the pay history of an applicant or employee from the applicant or employee or a current or former employer of the applicant or employee before the employer makes an offer of employment to the prospective employee that includes an amount of compensation;

BOLI enforcement of this provision will begin January 1, 2019;

Alleged violations of this provision are only enforceable by filing a complaint with BOLI through 2023. Effective January 1, 2024, an individual may also elect to bring a civil suit alleging violation of this provision.

Permitted Circumstances for Paying Employees Performing Work of a Comparable Character at Different Compensation Levels

The law provides that employers may pay employees for work of comparable character at different compensation levels if all of the difference in compensation levels is based on a bona fide factor that is related to the position and is based on:

A seniority system;

A merit system;

A system that measures earnings by quantity or quality of production, including piece-rate work;

Workplace locations;

Travel, if travel is necessary and regular for the employee;

Education;

Training;

Experience; or

Any combination of these factors, if the combination of factors accounts for the entire compensation differential. ORS 652.220(2).

Additional Provisions of Equal Pay Law

ORS 652.220(3) currently prohibits employers from discriminating against an employee because the employee has filed a complaint under the law or has testified, is about to testify, or because the employer believes the employee may testify in any investigation or proceedings related to the law. Effective January 1, 2019 the provisions of this law will extend to complaints filed under ORS chapter 659A (Unlawful Discrimination laws). In addition, the following provisions have been added to the law:

Employers may not reduce the compensation of any employee in order to comply with the law;

Amounts owed to an employee because of a failure of an employer to comply with the requirements of the Equal Pay Law are considered "unpaid wages" under the law;

Employees who assert violations of the Equal Pay Law may file complaints with the Civil Rights Division of the Bureau of Labor and Industries (BOLI) or a civil action within one year after the occurrence of the unlawful practice;

An unlawful compensation practice is deemed to have occurred each time compensation is paid pursuant to a discriminatory compensation decision or other practice;

Notices of claim against public bodies (tort claim notices) must be given within 300 days of discovery of the alleged loss or injury;

Employers are required to post a notice of the requirements of the law in every establishment where employees work. BOLI is to provide a template that meets the required notice provisions. ORS 652.220(4)-(7); ORS 652.230(5)-(7); 659A.875(7) and (8).

Legal Remedies under the Law

The law provides that if the commissioner of BOLI issues a final order in favor of a complainant alleging a violation of the Equal Pay Law, the law provides that the order must require the employer to pay an award of back pay for the lesser of:

The two-year period immediately preceding the filing of the complaint, plus the period of time commencing with the date on which the complaint is filed and ending on the date on which the commissioner issued the order; or

The period of time the complainant was subject to an unlawful wage differential by the employer plus the period of time commencing with the date on which the complaint is filed and ending on the date on which the commissioner issued the order. ORS 659A.870(4).

Courts may award injunctive relief and any other equitable relief that may be appropriate, including back pay, as well as compensatory damages. ORS 659A.885(5).

Equal-Pay Analyses as Defense in Award of Compensatory and Punitive Damages

The amended law provides authority to courts to grant employer motions to disallow awards of compensatory and punitive damages in civil actions alleging violations of the Equal Pay Law if the employer demonstrates by a preponderance of the evidence that the employer:

Completed within three years before the date that the employee filed the action, an equal-pay analysis of the employer's pay practices in good faith that was reasonable in detail and scope in light of the size of the employer and related to the protected class asserted by the plaintiff in the action; and

Eliminated the wage differentials for the plaintiff and has made reasonable and substantial progress toward eliminating wage differentials for the protected class asserted by the plaintiff.

If the court grants an employer's motion to disallow awards of compensatory and punitive damages, the court may award back pay only for the two-year period immediately preceding the filing of the action, and may allow the prevailing plaintiff costs and reasonable attorney fees.

Evidence of an equal-pay analysis under this law is not admissible in any other proceeding.

Information that an employer has not completed an equal-pay analysis may not be used as evidence of a violation of the law.

September 2017



PROPOSAL
for
Pay Equity Study - Consulting Services
Morrow County

June 2018

*Submitted by HR Answers, Inc.
Paul H. Hutter, SPHR
Senior Consultant
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**Proposal
for
Pay Equity Study - Consulting Services
Morrow County**

June 2018

SECTION A – TRANSMITTAL LETTER

The scope of work for this project has been clearly defined in the RFP and HR Answers, Inc. (HRA) accepts all of the requirements, outcomes, and deliverables required for the successful completion of the work.

SECTION B - APPROACH/PROJECT WORK PLAN

Scope of Work

This section of our proposal addresses the scope of work requested by Morrow County and our proposed methodologies and activities to carry out each study elements. Based on the information provided, we believe that Morrow County's desires are to provide the following results:

- Review current job descriptions and classifications to analyze and identify jobs entailing work of comparable character including work that requires substantially similar knowledge, skill, effort, responsibility, ability, education, experience, relevance, working conditions and hierarchical consistency.
- Develop, administer, and analyze pay equity questionnaires, as needed to insure compliance with Oregon's pay equity law, and conduct in-person interviews of select staff, if necessary to complete analysis.
- Gather and analyze any other necessary information such as staff demographics, bona fide factors that may contribute to pay differentials and/or job application materials to assess any wage disparities among employees who perform work of comparable character to assist the agency in assessing compliance with Federal and/or State Pay Equity laws.
- Conduct Equal Pay Analysis of both compensation structures and individual compensation to identify whether any wage disparities exist among employees performing work of comparable character.

- Recommend modifications (if any) to compensation structure and/or individual compensation to eliminate any and all unlawful wage disparities identified by the study as guided by federal and State law.
- Train Morrow County staff on methodology used to conduct Equal Pay Analysis.
- Provide written documentation of assessment methodology and Equal Pay Analysis and tools necessary to support Morrow County staff for on-going maintenance and administration of the classification and compensation structures and future Equal Pay Analyses.

We are pleased to see that Morrow County is aware of the new Pay Equity Act in Oregon and has built this proposal to ensure that the new law is being considered throughout this work.

We understand that there are 110 employees, 25-30 non-represented and 82 represented by three (3) collective bargaining. And that those employees' represent 65 different positions or classifications to be evaluated.

1. Study Design/Information Gathering

Our project process begins with a meeting between the consulting project leader and the Morrow County compensation team to discuss and finalize the design of the compensation study, as well as to identify and discuss all relevant data to be gathered in support this study. During this meeting, we would discuss the various aspects of what the Morrow County desires, and compare them to the services offered by HRA. The Morrow County will then have an opportunity to identify which services they would like HRA to complete, versus which they only want some assistance with, versus which they prefer to complete on their own.

All classification descriptions and other pertinent materials will be discussed and a plan for electronic exchange made. We would also establish all of the dates by which progress reports are to be submitted by e-mail or in-person meetings and would review the study steps and processes.

It has been our experience that when all employees are informed about the steps and analysis that would be taken in conducting the work, there is a greater acceptance of the final outcomes. We invite Morrow County to determine whether meetings with all staff identified with this project are appropriate and warranted. The purpose of these meetings is to explain the process, the points of employee input, and the data collection that is done. This also ensures that there is an understanding on the timeline, the elements of the work, and to learn about any unusual situations that need to be considered. The second purpose is to educate employees about what the activities of this type of project are and reach a common understanding about the vocabulary of a compensation project. It also helps if all parties understand the various items that need to be considered when defining the market. We have found that this to be very helpful as it ensures shared perceptions and informs the workforce about what they will see as the project progresses and what will be going on behind the scenes.

2. Compensation Philosophy/Compensation Policy

Generally during the **initial stages** of a compensation project is when we recommend discussions around, and the development of a compensation philosophy. As a function of this proposal, HR Answers recommends a joint review/development of the compensation philosophy's that are important to "what does Morrow County want the pay structure to accomplish?" The results of this conversation will guide the development of pay structures. Such decisions as, does Morrow County want steps to the pay range or no steps; how long does Morrow County wish to increase pay via base pay changes; what role (if any) does Morrow County want employee performance to play. All of these suggest different approaches to the structuring of pay ranges.

With the objective of a coherent and market relevant structure that offers ease of administration and ongoing maintenance, the consultant will develop a system of policy supported by compensation best practice that ensures consistent and fair application across the Morrow County. The policy and practice that will enable the Morrow County to easily implement, administer and maintain the pay grade and salary range structure over the life of the system and in compliance with the Oregon Pay Equity Act.

3. **Job Content Update/Development Process (Develop, administer, and analyze pay equity questionnaires)**

As a function of identifying anomalies in job measurement, we recommend using a Job Analysis Questionnaire (JAQ) to gather consistent job-related information from each employee and supervisor. Our JAQ has been modified to match the Job Evaluation process and language for the Pay Equity portion of the study. A JAQ is a detailed questionnaire that solicits information from the employee about the job knowledge, responsibilities, effort skills and working conditions, etc. that are needed to accomplish the assigned work. During the initial employee meeting, or at a subsequent one, if Morrow County prefers, we would provide instructions for completing the JAQ. This is one of the most sensitive aspects of the project.

Upon the completion of the JAQ by the incumbents, their supervisor would review the material for accuracy and consistency regarding their understanding of the employee's position, and provide edits to the JAQ.

After the completed JAQs have been returned to us, we would interview employees and supervisors, as needed, to confirm or clarify the information shared in the JAQ. We expect that interviews and/or group sessions may be needed to ensure we are capturing the appropriate information and ensure staff understand the process of completing the JAQ. When there is more than one incumbent in the same job, group interviews may be the best approach. Again, this is a critical step because if employees do not feel that the consultants truly understand their positions, they may be less accepting of the market data collected and the process as a whole.

4. **Review of Job Descriptions/Classifications (Optional)**

Based on the job descriptions provided by Morrow County, the JAQs and interviews, we would review all positions to determine if any changes are required in their position descriptions. We would not only review the content of the position description, but also determine if any additional classifications are required to accommodate the differences in job duties. A function of this process will be to conduct an FLSA review for exempt status of each position. This process will yield recommendations on titles, class requirements in accordance with state and federal law.

5. **Internal Equity of Jobs (Review current job descriptions and classifications to analyze and identify jobs entailing work of comparable character)**

Another portion of this project is the creation of a Job Evaluation System that will assist Morrow County with achieving internal equity between positions. It will be important to assure that this process produces the appropriate results that will conform to the Pay Equity Act regulations. HRA proposes to develop a modified factor analysis process that corresponds to the factors now built into Oregon law. There are three ways that this activity can be conducted.

- Using the completed JAQ's, HRA can conduct the initial evaluations associated with this process, and a Guide for the system's use will be part of our deliverables to Morrow County so that you can administer the program independently of consultants.
- HRA can provide instruction to selected Morrow County staff members (Pay Equity Team) and this work can be done internally.
- HRA will facilitate Morrow County's Pay Equity team in completing the job evaluations. We find that this method works well in a unionized environment by creating buy-in from the staff for the process and end product.

Upon completion of the Job Evaluation portion of the Pay Equity Analysis, HR Answers will assist Morrow County with the application the "exceptions" allowed in the Act, for those incumbents found to be in the same "Comparable Group."

The final step in the analysis will be to develop a plan for incremental correction of inequities, if any exist.

6. Compensation Structure Analysis (Optional)

This portion of the project is to design a pay grade and salary range structure that reflects the analysis of the Pay Equity Study and any market data that has been gathered by the organization. The objective being a coherent market and equity relevant structure that offers ease of administration and ongoing maintenance.

This portion of the project would begin with reviewing all the data collected to assist us in determining the recommended width of pay ranges and the pay progression between pay ranges. This is very helpful information for building the pay structure.

7. Report of Recommendations

A report of findings will be drafted and reviewed with Morrow County. This report will entail:

- Documentation of the assessment methodology and Equal Pay Analysis process.
- The results of Internal/Pay Equity Analysis.
- Positions/Incumbents that fall into the same "Comparable Groups" as a result of analysis.
- Analysis of the "exceptions" applies per the Act and documented reasons why the exceptions applies in each case, or where no exception is applicable.
- Documented corrective action plan for those positions/incumbents where pay inequity exists.

HR Answers shall provide an electronic copy of the completed plan, materials, manuals, or supporting documents in an agreed upon format. And will provide completed, revised job descriptions, supporting materials, in an agreed upon electronic format.

8. Implementation and Communication Plan

Upon completion and finalization of the study, HR Answers will develop a comprehensive implementation and communication plan to include educational materials operation and maintenance of the system, for the Morrow County's Human Resource staff. The Plan will include step-by-step processes and timelines for a successful implementation of the new plan.

Once the implementation plan has been developed, HR Answers will conduct a series of meetings with all identified stakeholders to explain the methodology used in all aspects of the market study, the evaluation and subsequent recommendations of the compensation structure and classifications, and finally the concepts of the implementation plan. At a minimum, these meetings will involve the Compensation Committee.

The final step in the process will be to develop and deliver a comprehensive educational guide to be used to assist in training Human Resources in the maintenance of the new system.

SECTION C – STAFFING/PROJECT MANAGER DESIGNATION

HR Answers, Inc. (HRA) is a regional consulting firm headquartered in Tigard, Oregon, with a branch office in Salem, Oregon. It was founded in 1985 and is the largest independent human resources consulting firm in the Pacific Northwest. In 2017, HRA cut 69 W-2's. Our consulting staff includes both specialists and generalists who have more than 300 years of combined experience and a wealth of practical, tested solutions to offer our clients. In addition, through our temporary staffing division, we have a flexible staff consisting of an additional 20 HR professionals. Judy Clark, the firm's Founder and Owner, has taught Compensation and Classification courses for over 30 years in the academic arena. This teaching expertise is brought to the delivery and supervision of all client work. Judy also is certified as an expert in public sector Human Resources and carries an IPMA-CP designation.

Our consultants are Professionals in Human Resources (PHR) or Senior Professionals in Human Resources (SPHR) certified by the Human Resources Certification Institute, Alexandria, VA. Two of the staff members also possess CPC designations (Certified Professional Consultants) which are conveyed by the International Guild of Professional Consultants.

We believe that our proposal will demonstrate our unique qualifications and the background and experience we would bring to any work for Morrow County, including:

- We are a firm known and respected for both the quality of our work and the professional competence of our staff, thereby increasing the likelihood of favorable reception by employees to our interactions and recommendations.
- We are noted for the quality of our deliverables, as hopefully is shown in the organization and presentation of this response to the Request for Proposal.

- We have substantial experience in assisting Public Sector organizations with a wide variety of human resources projects, **including many compensation projects**. We use both traditional and customized approaches to fit the specific needs of the individual organization. With our clients, we have created a variety of different types of systems, including introducing pay for performance in some of our public-sector client organizations, even in a unionized environment.
- We place major emphasis on communicating and working closely with client project managers to achieve understanding, consensus, and ownership of the project results. This is especially critical when communications need to be open and transparent because they are about compensation.

All of our compensation work is done with these principles in mind unless we are advised by a client that one or more of these are not appropriate for that organization.

HR Answers is an Equal Opportunity Employer registered as a Woman-owned Business Enterprise (WBE) in the state of Oregon, and is committed to bringing about diversity in the workplace. We do not have that same designation in Washington because of our company's size.

A consulting firm is only as good as the people and expertise it brings to the specific project. In this section, we identify the consultants who would specifically be working on the project. The nature and timeliness of this project requires senior level personnel who have the expertise and experience to do the job right the first time.

Our team has extensive experience not only in compensation for private and public-sector clients, but also in working with managers, as well as represented and non-represented employees in our consulting assignments. In many cases, clients select us to develop a compensation plan that is fair to the employees and the organization, given fiscal, political, cultural, and historical issues, and constraints. We understand the issues and sensitivities associated with classification and compensation plans and would bring that sensitivity to your project.

The HR Answers' consulting team and their profiles follow:

JUDY CLARK, SPHR, IPMA-CP, CPC – FOUNDER OF HR ANSWERS; PROJECT SUPPORT

Judy Clark, Founder and Owner of HR Answers, Inc., has more than 40 years of human resources experience, more than 30 of which have been in consulting. Prior to starting HR Answers, Inc., she worked in healthcare both while she was going to school and then later as an HR Director, with promotions up to Assistant Administrator. Additionally, she serves as adjunct faculty to the School of Business at Portland State University, teaching a variety of HR classes in the Human Resource Management certificate programs. Previously she was on faculty teaching compensation and reward systems for 27 years at the University of Washington having retired in 2014. Judy is certified as a Senior Professional in Human Resources (SPHR) through the Human Resource Certification Institute and as a Certified Professional Consultant (CPC) through the International Guild of Professional Consultants. She served for six years on the national board of the Society for Human Resource Management (SHRM), and recently completed a term on the board of the SHRM Foundation. She also served for five years on the national Board of Directors for SHRM's

Consultants Forum, including a term as President of the Board. She has a busy national presentation and training schedule, giving more than 15 presentations each month throughout the country, some of which are designed to assist other HR professionals attain their professional certifications. She is often sought out for media commentary, and has served as an Expert Witness for court cases on numerous occasions, many of them involving issues of employee compensation. Judy has been a writer for the *Portland Business Journal* and *Oregon Business Magazine*, a manuscript reviewer for the national *HR Magazine*, and serves on a variety of community service boards and committees.

Additionally, and relevant to this work, Judy holds the highest designation from IPMA (International Public Management Association), a IPMA-CP. This designation signals her understanding of the unique nature of public sector organizations.

LAURIE L. GRENYA, SPHR – CO-PRESIDENT & PROJECT SUPPORT

Person authorized the negotiate the proposed contract for this RFQ

Laurie is our Co-President with over 15 years of human resources experience in the public sector. Laurie has extensive knowledge and understanding of compensation work and Human Resource management for all sizes of government agencies. Laurie's skills include salary surveys, classification and position description development, Human Resource system management, project planning, training, staffing and recruitment, organizational design, labor contract negotiations, interest arbitration and mediation. Laurie has extensive experience working with executive, management and staff in group settings and one-on-one meetings to explain and exchange information or facilitate discussions. Laurie has served as an expert witness in arbitration hearings and supported Attorneys in case development and settlement discussions. Laurie is truly an expert in public sector organization compensation and has literally worked on more than one hundred compensation projects. Laurie has a passion for effective management and has a keen eye for alternative solutions within best practice and acceptable risk.

PAUL H. HUTTER, SPHR - SENIOR CONSULTANT, PROJECT LEAD

Paul is a Senior Consultant with over 20 years of human resources experience in both the private and public sectors, 15 of which has been in consulting. Paul is certified as a Senior Professional in Human Resources (SPHR) through the Human Resources Certification Institute. Paul's expertise lies within a full range of human resource services; chiefly among them, the completion of compensation and classification studies. Paul also specializes in management development and has extensive knowledge and understanding of industry best practice in adult learning, organizational and management development and Human Resource management for all sizes of organizations. In addition, Paul's skills include, Human Resource system management, project planning, training, staffing and recruitment, organizational design, labor contract negotiations, and corporate level strategic planning. Paul has extensive experience working with executive, management and staff in group settings and one-on-one meetings to explain and exchange information or facilitate

discussions. Paul's expertise in this area has provided him the opportunity to provide this level of service to hundreds of clients.

Other consultants may also assist on this project as needed to meet timelines and work product. HR Answers has an extensive staff of consultants who routinely work on our large compensation projects. For additional staff bios, please visit our website, www.hranswers.com.

SECTION D - EXPERIENCE

We invite Morrow County to contact the following references who can comment on the quality of our work and professional competence of our staff. We have included a brief summary of the work we conducted for each. Should you want more references, we would be happy to provide them for you. Additionally, we have provided a partial list of our public-sector clients at the end of this proposal. Accompanying those are a sample of our Job Analysis Questionnaire, our individual salary survey results and the first few pages of a sample compensation policy (which includes a philosophy statement), so that you can see the type of documents we work with.

Patricia Anderson Wieck, Dean, Human Resources; Titles VI & IX Coordinator
Clackamas Community College
19600 Molalla Avenue, Oregon City, OR 97045
Direct: 503-594-3300; Cell: 971-506-5605; Fax: 503-650-7348
patricia.anderson@clackamas.edu; titleIX@clackamas.edu

Tyler Stone, Chief Administrative Officer
Wasco County
Phone: 541-506-2252
Email: tylers@co.wasco.or.us

We recently completed a county-wide compensation project for Wasco County that included development of a point factor Job Evaluation system and an external market survey. Since completion of the project we continue to provide classification and compensation support and on-going maintenance of the compensation program.

Jennifer Gorsuch, Administrative Services Director
City of Camas
Phone: 360-817-7013
Email: JGorsuch@cityofcamas.us

We are currently near the completion of a comprehensive compensation study with the City.

Theresa Albert, Human Resources Manager
Bend Park and Recreation District
Phone: 541-706-6111
Email: Theresa@bendparksandrec.org

HRA recently completed compensation work for Bend Park and Recreation District including an external market survey and development of point factor Job Evaluation system.

Cameron Moore, County Administrator

Clatsop County

Phone: 503-338-3623

Email: cammoore@co.clatsop.or.us

HRA conducted a comprehensive classification and compensation study that includes 211 full and part time employees in 86 non-exempt and 31 exempt classifications. Since completion of the project we continue to provide classification and compensation support and on-going maintenance of the compensation program.

Doug Miller, President of Human Resources

Ahtna, Inc.

110 W 38th Avenue, Suite 100

Anchorage, AK 99503

dmiller@ahtna.net

907-440-9366

HRA continues to provide Ahtna, a Tribal Corporation, with comprehensive compensation services.

Travis Brown

Mt. Hood Community College

26000 SE Stark Street

Gresham, OR 97030

travis.brown@mhcc.edu

503-491-6422

HRA has provided Mt. Hood Community College with on-going salary survey and compensation study support.

HR Answers is in the midst of a comprehensive compensation study for the colleges 46 administrative/exempt staff, and will be beginning the evaluation of the remainder of its classified staff in 2018.

Alice Sprague, Director of Human Resources

Chemeketa Community College

Alice.sprague@chemeketa.edu

503-399-2537

HR Answers is in the midst of a comprehensive compensation study for the colleges administrative/exempt staff and faculty.

Should you be interested in talking with other organizations for whom we have conducted similar work, please just let us know, and we can provide additional contact information.

SECTION E – COST/BUDGET

This proposal has been carefully reviewed and the firm does have the ability and willingness to provide all the necessary services and materials.

The cost of our service is based on an estimate of the time required to carry out all the steps necessary for the required work. These prices include out 10% discount for Public Sector entities.

Principal Consulting \$280/hour
 Senior Consulting \$180/hour
 Professional Consulting \$150/hour
 Administrative support and travel time \$ 90/hour

Description	Units	Proposed Units	Rate	Total Cost
Design/Information Gathering: Initial project meeting to determine timelines and gather policies, exemple job descriptions, and any other information the organization has that explains or details the practice or processes related to compensation.	Hrs	4	\$180	\$720
Optional: Compensation Philosophy: meeting(s) with the project team to discuss, identify and finalize the city’s compensation philosophy.	Hrs	8	\$180	\$1,440
Planning Meetings/Employee Communication: Employee meetings to ensure understanding and buy-in of the project, its methodologies (assumes up to five meetings to support the logistics of the Morrow County).	Hrs	6	\$180	\$1,080
Job Evaluation Process (Establish JAQ’s): Process of assisting the incumbents in the documentation of their position through the use of a JAQ; development of job descriptions. This would invove two-three meetings with staff for JAQ education, assistance in answering questions.	Hrs	12	\$180	\$2,160
Optional: Analysis of Classifications: We would review all positions to determine if any changes are required in their classification or position descriptions. FLSA review for appropriate status. Utilize the job description review to propose a Jobs Families.	Hrs	30	\$180	\$5,400

<p>Internal Equity: Facilitate a team of the organizations choosing to review and finalize a Job Evaluation system specific to the organizations needs and compliant with the Oregon Pay Equity Act.</p> <p>1) Option A: HRA applies the job evaluation tool for each position.</p> <p>2) Option B: HRA will teach Morrow County to job evaluation process to enable them to complete the process.</p> <p>3) Option C: HRA will facilitate Morrow County's compensation team in completing the job evaluations. (Preferred method as it creates buy-in from the staff of the end product)</p>	Hrs	10	\$180	\$1,800 Plus Option A, B or C
<p>Pay Equity Analysis: Complete a Pay Equity Analysis using comparable job analysis results including comparable groups profile to group comparable jobs and highlight outliers for the organization to justify using the allowable exceptions for different total compensation. (Merit, seniority, etc.,) This step includes significant involvement on the part of the organization.</p>	Hrs	15	\$180	\$2,700
<p>Optional: Compensation Structure Analysis: Develop a compensation structure using market data to determine number of grades, mid point progression and salary range spread. Correlate point factor results and market using regression analysis for use in the Pay Equity Analysis.</p>	Hrs	12	\$180	\$2,160
<p>Report of Recommendations: Develop Corrective Action Plan, if needed, using the new compensation structures.</p>	Hrs	10	\$180	\$1,080
<p>Implementation Plan: Develop a comprehensive implementation and communication plan to guide the organization with the implementation of the new system.</p>	Hrs	15	\$180	\$2,700

Total without Optional (using Internal Equity Option C)	\$31,400
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Estimated Expenses

Three (3) face-to-face meetings between HR Answers consultant and the Morrow County assuming:

- (1) series of meetings: Design meeting and meeting with employee for education and JAQ are all done in the same trip
- (1) series of meetings: Facilitate job evaluations with compensation team assuming Option C for Internal equity is chosen
- (1) series of meetings: HR Staff education, implementation and project closure meeting all in the same trip.
- Mileage estimate\$650
- Travel time.....\$1500
- Lodging/meals.....\$1800

Should these numbers change, we are prepared to discuss any adjustment in our fees resulting from such actions. It is our policy to discuss our fees with clients in order to meet all budget requirements for the work. If this is beyond the budgeted amount for this work, some of the work could be eliminated, some work could be done by Morrow County staff members, or the scope of work could be changed. We would happily work with Morrow County to identify changes that could be made to ensure that the project fits both your needs and budget.

PROJECT TIME TABLE

The chart attached to this proposal shows the time lines and tasks for each phase of the study. Based on this schedule, we can complete all work by December 30, 2018 and make its presentation to the Morrow County, if the project begins in July 1, 2018. The size of our staff allows use of several consultants on any task if required to meet a client timeline.

Assuming that Morrow County has been prompt in their responses and that information is shared back and forth on a timely basis, HR Answers commits to meeting this milestone.

SUMMARY

We believe HRA is eminently qualified to carry out the work required to bring this study to a successful and acceptable conclusion. Our many years of consulting experience with private industry provides us with insight that other firms may not possess. In particular, we would like to emphasize our many years of experience in reviewing, analyzing, and writing classifications and conducting compensation surveys. Much of this work entailed reviewing our work with all of the

constituents involved. We believe we have developed skills to both conduct these studies and communicate with the various audiences that are party to the project. In particular, we are adept at working with organizations that are represented by unions.

It is our plan to assign our three most experienced consultants to this work, each of whom have worked extensively in classification and compensation issues with public entities. Because of the size of our firm, we can assure you that all work will be completed on schedule. It has been our experience that client organizations often want project work to proceed as quickly as possible; however, they find that other issues or urgent situations can intrude on the project work. We have found that we can make up about 50% of any client delay which minimizes time lost.

We would welcome the opportunity to conduct this work for Morrow County and we invite you to contact us with any questions or desire for additional information.

Paul H. Hutter, SPHR
Senior Consultant

United States Court of Federal Claims
Washington, D.C.

OFFICIAL NOTICE

The United States Court of Federal Claims has certified a **CLASS ACTION** lawsuit regarding your right to recover additional sums under the **PAYMENTS IN LIEU OF TAXES ACT** [PILT Act] for fiscal years 2015, 2016, and 2017.

This is not a solicitation from a lawyer.

The Court of Federal Claims, in the case of *Kane County, Utah v. United States*, Case Nos. 17-739C and 17-1991C (Consolidated) [the Lawsuit], has directed sending this notice to a Class made up of: **“All ‘unit[s] of general local government,’ as defined in 31 U.S.C. § 6901(2), that received payment under 31 U.S.C. § 6902(a) of the Payment in Lieu of Taxes Act [PILT Act] in fiscal years 2015, 2016 and/or 2017.”**

You are receiving this notice because you are a unit of local government believed (1) to be a member of that Class, and (2) to have been underpaid in those years.

The Lawsuit seeks to recover monies that the Court has determined that the federal government owes each Class Member for the underpayment of its respective PILT Act entitlement in fiscal years 2015, 2016, and/or 2017.

To obtain the money that the federal government owes you, *without having to file your own lawsuit*, you must submit a Class Action Opt-In Notice Form which can be done quickly and securely online at www.PILTPayments.com. You may also complete and return the enclosed copy of the Class Action Opt-In Notice Form by first class mail or pre-paid delivery service.

To participate in the Lawsuit, you must submit your completed Class Action Opt-In Notice no later than September 14, 2018.

YOUR LEGAL RIGHTS AND OPTIONS IN THIS LAWSUIT

- This Notice has been sent to you by order of a federal court. **Please read this Notice carefully and fully.** It explains the opportunity you now have to join a Class Action Lawsuit currently pending before the Court.
- The Court is neither encouraging nor discouraging you to join the Lawsuit. You have the right to participate in the Lawsuit as a Class Member, or to do nothing and be excluded from the Lawsuit.

- **Please Note: This particular Class Action differs from many other class actions in the United States because,**
 - **if you do nothing, you will not be able to participate in the Lawsuit, and**
 - **the Court has already ruled that the federal government owes each Class Member for underpayments in fiscal years 2015, 2016, and/or 2017.**

SUMMARY OF YOUR RIGHTS AND OPTIONS IN THIS LAWSUIT	
ASK TO BE INCLUDED (OPT INTO THE CLASS ACTION LAWSUIT)	<p>By submitting a Class Action Opt-In Notice Form you are asking to be included in the Lawsuit, receive any PILT Act underpayments recovered in the Lawsuit, and be bound by its results.</p> <ul style="list-style-type: none"> • You acquire rights to any money that the Court determines that you are due as a result of underpayment, in fiscal years 2015 through 2017, of your entitlement under Section 6902 of the PILT Act. • You will be bound by the outcome of the case, whether favorable or unfavorable to you. <p>You will also give up the right to sue the federal government on your own, and at your own expense, for the same legal claims made in the lawsuit.</p> <p>In order to join the Lawsuit, you must submit a completed Class Action Opt-In Notice Form online, by first class mail, or by pre-paid delivery service. The Class Action Opt-In Notice Form must be submitted, postmarked, or delivered no later than September 14, 2018.</p>
DO NOTHING	<p>If you do nothing, you will not be included in the Lawsuit, and you will have no right to any money recovered in the Lawsuit. But you will keep the right to sue the federal government for any alleged PILT Act underpayments in fiscal years 2015 through 2017, on your own and at your own expense.</p>

- Your rights and options, and the deadline to exercise them, are further explained below.
- This Notice may affect your legal rights. Read it carefully.

BASIC INFORMATION

1. Why did I get this Notice?

The federal government's records show that you are a unit of local government that received a payment pursuant to Section 6902 of the PILT Act in fiscal years 2015, 2016, and/or 2017. This Notice advises you that:

- a. The Court has allowed, or "certified," a Class Action Lawsuit against the United States to recover amounts which the Court has determined that the government was required to pay units of local government under 31 U.S.C. § 6902, but did not pay in full in fiscal years 2015, 2016 and 2017.
- b. You are eligible to participate in the Lawsuit by completing and timely submitting a Class Action Opt-In Notice Form. The Form may be completed and submitted online at www.PILTPayments.com. Alternatively, you may complete the enclosed copy of that Class Action Opt-In Notice Form and submit it by first class mail or by pre-paid delivery service.

2. What is this Lawsuit about?

This Lawsuit is about whether the federal government was required to pay in full the amounts due to units of local government under Section 6902 of the PILT Act in fiscal years 2015, 2016, and 2017. The Class Representative (Kane County, Utah) contended that the federal government underpaid units of local government in those years, and that all Class Members are entitled to recover the underpayment amounts. The government denied that any units of local government were entitled to any additional PILT payments beyond the amounts already paid for those years.

3. What has the Court decided?

The Court has ruled that provisions of Section 6902 of the PILT Act obligated the federal government to pay eligible units of local government the full amounts calculated by a formula set forth in the Act even though Congress failed to appropriate sufficient funds to do so in fiscal years 2015 through 2017 (noting that Kane County had not challenged (and the decision did not therefore extend to) the portion the government's reduction of its fiscal year 2015 PILT payments caused by the sequestration of part of the funds appropriated to make FY 2015 PILT payments). The Court granted summary judgment, in favor of the Class, as to the government's liability for underpaying Class Members in those years. The Court has not yet determined the amount by which the Class as a whole, or any individual Class Member, was underpaid in those years. As of the date of this notice, Class Counsel

and counsel for the government have agreed on the amount of the underpayment in fiscal years 2015 and 2016, and anticipate reaching agreement on the amount of the underpayment in fiscal year 2017. The Court's decision is subject to appeal.

4. What is a Class Action and who is involved?

In a class action, one or more Class Representatives (in this case, Kane County, Utah) sues on behalf of all Class Members (in this case, units of local government that receive PILT payments) who have the same or similar claims. Kane County and all other Class Members who choose to participate in the Lawsuit are the "Plaintiffs." The United States is the "Defendant." In a class action at the United States Court of Federal Claims, the Court resolves all issues for all Class Members who choose to participate in the Lawsuit. Here, that includes the Court's decision that the government is liable, described in paragraph 3 above.

5. Why is this lawsuit a Class Action?

The Court has decided that this Lawsuit meets the requirements of Rule 23 of the Rules of the United States Court of Federal Claims, which governs class actions in that Court. Specifically, the Court has ruled that:

- The potential Class is so numerous that joinder of all Class Members is impractical;
- There are legal questions and facts common to each Class Member's claim;
- The Class Representative's claim is typical of the claims of other Class Members;
- The Class Representative, Kane County, Utah, and Class Counsel, Alan I. Saltman, a partner in the Washington, D.C. office of Smith, Currie & Hancock LLP, will fairly and adequately represent the interests of the Class;
- The common legal and factual questions predominate over questions affecting only individual Class Members; and
- This Class Action will be more efficient than having many individual lawsuits.

6. What is requested in this Lawsuit?

The Class Representative seeks, for itself and for all other Class Members who choose to participate in the Lawsuit, payment of the amounts by which each was underpaid in fiscal years 2015 through 2017. Class Counsel will also ask the Court for an award of attorney's fees and expenses.

WHO MAY PARTICIPATE IN THE CLASS ACTION

7. Am I part of this Class Action Lawsuit?

You must decide whether you wish to participate in the Lawsuit. **You cannot participate unless and until you fill out and submit—online, by first class mail, or by pre-paid delivery service—the Class Action Opt-In Notice Form found on the website www.PILTPayments.com.** A copy of the Form is also enclosed. The Rules of the United States Court of Federal Claims require that Class Members choose whether to “opt into” the lawsuit. If you fit the description in the next question—and the government’s records indicate that you do—you may opt into and participate in this Lawsuit. If you do nothing, you will be excluded from the Lawsuit and will forfeit your right to receive any monies recovered in the Lawsuit.

8. Who can participate in the Lawsuit?

The Court has decided that the Class consists of:

“All ‘unit[s] of local government,’ as defined in 31 U.S.C. § 6901(2), that received payment under 31 U.S.C. § 6902(a) of the Payment in Lieu of Taxes Act in fiscal years 2015, 2016, and/or 2017.”

Any unit of local government meeting this definition may participate in this Lawsuit by timely submitting a completed Class Action Opt-In Notice Form.

9. Does participating in the Lawsuit cost any money?

No.

YOUR OPTIONS

10. How can I participate in this Lawsuit?

You can complete and submit your Class Action Opt-In Notice Form online at www.PILTPayments.com.

Alternatively, you can complete the enclosed Class Action Opt-In Notice Form and send it by first class mail to:

PILT Payments Class Action, P.O. Box 65876, Washington, D.C. 20035-5876; or by pre-paid delivery service to:

PILT Payments Class Action, 1025 Connecticut Avenue NW, Suite 600, Washington, D.C. 20036. However you

transmit it, you **must** submit your completed Form **no later than September 14, 2018** if you wish to participate in the Lawsuit. **Do not delay.**

11. What happens once I choose to participate in this Lawsuit?

As a Class Member who chooses to participate in the lawsuit, you will be represented by Class Counsel, who will take all actions necessary to protect your rights. You will receive the benefit of, and be bound by, all rulings, orders, judgments entered, or settlements approved by the Court, whether favorable or unfavorable. You will **not**, however, be asked to make any out-of-pocket payment of attorney's fees or expenses in the case.

12. If I choose to participate in the Lawsuit, what will I be required to do?

After timely submitting a completed Class Action Opt-In Notice Form, the parties currently do not anticipate that you will have to do anything else.

13. What happens if I choose not to participate in the Lawsuit?

If you do not submit a completed Class Action Opt-In Notice Form online **on or before September 14, 2018**; by first class mail **postmarked on or before September 14, 2018**; or by pre-paid delivery service **delivered no later than September 14, 2018**, you will be barred from participating in the Lawsuit and will not be entitled to any portion of any monetary recovery by judgment or settlement of the Lawsuit. You will retain the right to sue the federal government on your own about the same legal claims made in the Lawsuit, and will not be bound by the Court's judgment in the Lawsuit. If you decide to pursue your claim independently, outside of this Lawsuit, you should consult an attorney and do so promptly because certain statutes of limitation may bar or limit your claim. If you choose to hire your own attorney, you will be responsible for paying the full cost of that attorney.

THE LAWYERS REPRESENTING YOU

14. If I choose to participate in the Lawsuit, do I have to hire a lawyer to represent me?

No. The Court has decided that Alan I. Saltman and the firm of Smith, Currie & Hancock LLP are qualified to represent you and all other Class Members who choose to participate. They are called "Class Counsel."

Mr. Saltman is experienced in handling similar cases against the federal government. If you choose to file a Class Action Opt-In Notice Form, you agree to legal representation by Mr. Saltman and his firm.

15. Should I hire my own lawyer?

If you decide to participate in the Lawsuit, you do not need to hire a lawyer because Class Counsel is and will continue working on your behalf. But you are permitted to hire your own lawyer if you would like to do so. For

example, you may have your own lawyer appear in Court if you want someone other than Class Counsel to speak for you. Of course, if you choose to hire your own lawyer, you will be responsible for paying the full cost of that lawyer.

16. How will Class Counsel be paid?

Class Counsel will submit a request for its fees and expenses to the Court. You will not have to pay any fees or expenses directly. The fees and expenses that the Court determines should be paid to Class Counsel, if any, might be deducted from the money obtained for the Class and might reduce the amount available for distribution to Class Members, and therefore reduce the amount of money you receive.

LITIGATION INFORMATION

17. How and when will the Court decide the amount of the underpayments?

Class Counsel and counsel for the government have already agreed on the amount of the underpayments in fiscal years 2015 and 2016, and anticipate that they will also reach agreement on the amount of the underpayment in fiscal year 2017. Should that not occur, Class Counsel will have to prove the amount of the underpayments in fiscal year 2017 at trial. No trial date has been set. The Court has not yet entered judgment in any amounts for any of the years involved in the Lawsuit.

18. If there is a trial on damages, must I attend?

If there is a trial on damages, you do not need to attend. Class Counsel will present the case on behalf of all Class Members participating in the Lawsuit. You and/or your own lawyer are welcome, and entitled, to attend at your own expense.

19. When will I get any money from the lawsuit?

After the Court has determined (a) which Class Members have chosen to participate in the lawsuit, (b) the underpayment amounts, and (c) the fees and expenses that should be paid to Class Counsel, you will be notified about how and when you will receive your payment. At this time, the parties do not know how long that will take, or whether there will be any appeal from the Court's decisions that could impact the entitlement, timing, or amount of any payments.

GETTING MORE INFORMATION

20. Is more information available from the Court?

The pleadings and other records in the Lawsuit may be examined during regular business hours at the Office of the Clerk of the United States Court of Federal Claims. The Court's address is:

United States Court of Federal Claims
717 Madison Place, N.W.
Washington, D.C. 20005

THE COURT HAS INSTRUCTED THAT YOU SHOULD NOT CONTACT THE CLERK'S OFFICE BY TELEPHONE, E-MAIL, OR MAIL FOR INFORMATION ABOUT THIS CASE. Please do **not** contact the United States Court of Federal Claims with questions or requests for information.

21. Who can I contact if I have a question or need additional information?

Both a copy of the Court's decisions on Kane County's Motions for Summary Judgment, and its Order certifying the Class are also available at www.Smithcurrie.com/PILTPaymentsInfo.

Any questions you have can be submitted at www.Smithcurrie.com/PILTPaymentsInfo and Class Counsel will respond. The answers to Frequently Asked Questions, and to submitted questions of general interest, will also be posted there.

Class Action Opt-In Notice Form

UNITED STATES COURT OF FEDERAL CLAIMS
Kane County, Utah v. United States
Case Nos. 17-739C and 17-1991C (Consolidated)

1. To participate in this lawsuit as a Class Member, please fill out this form completely and legibly. **It must be submitted, postmarked, or delivered no later than September 14, 2018.**

See Paragraph 5 below for the addresses for (a) electronic submission via the internet; (b) first class mail; and (c) delivery by pre-paid delivery service.

2. Please fill in the name of the unit of local government [i.e., County, City, Town, Borough, Parish, etc.] opting into the *Kane County, Utah v. United States* Class Action lawsuit:

_____, _____
Unit of local government State

3. Please fill in the following information for the unit of local government:

Name of the person who will act as contact for the unit of local government regarding the Class Action lawsuit:

His /Her:

Title _____

Mailing

Address: _____

Telephone number: _____

E-mail address: _____

4. By signing your name in the space below (or filling in an electronic signature in the format /s/ *First name Last name* if submitting via the internet) you are declaring under penalty of perjury under the laws of the United States that:

(a) The unit of local government named above wishes to opt into the Class Action lawsuit: *Kane County, Utah v. United States*, Case Nos. 17-739C and 17-1991-C (Consolidated).

(b) You are authorized by the unit of local government named above to sign this document on its behalf.

Sign Your Name: _____ Date: _____

Print/Type Your Name: _____

Your Position or title with the unit of local government: _____

Your e-mail address: _____

Your phone number: _____

5. Submit this completed form to:

On Line:

by clicking "Submit" at <http://www.PILTpayments.com>

- A copy of this Class Action Opt-In Notice Form may also be downloaded at this website.

By First Class Mail:

PILT Payments Class Action
P. O. Box 65876
Washington, D.C. 20035-5876

Pre-paid Delivery Service:

PILT Payments Class Action
1025 Connecticut Avenue, N.W., Suite 600
Washington, D.C. 20036



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

Item #
5c

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

Staff Contact: Matt Scrivner
Department: Morrow County Road Dept.
Short Title of Agenda Item: Asphalt Bid results and award

Phone Number (Ext): 541-989-9500
Requested Agenda Date: 07/25/2018

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

N/A
Purchase Pre-Authorizations, Contracts & Agreements
Contractor/Entity: Granite NW
Contractor/Entity Address: 80 Pond Rd., Yakima, WA
Effective Dates - From: 07/25/2018 Through: 08/25/2018
Total Contract Amount: Budget Line: 202.220.5.20.2504
Does the contract amount exceed \$5,000? Yes No

Reviewed By:
[Signature] 7/18/18 Department Head Required for all BOC meetings
[Signature] 7/19/18 Admin. Officer/BOC Office Required for all BOC meetings
* SEE EMAIL * County Counsel *Required for all legal documents
* SEE EMAIL * Finance Office *Required for all contracts; other items as appropriate.
Human Resources *If appropriate

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

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

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

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

Solicited bids for Asphalt and Tack oil June 25 till July 9th. Advertising in the Gazette and the County website. This is an estimate of 13,500 tons requested for various paving projects done by the County forces. To coincide with the transportation system plan schedule.

At the time of bid opening two bids had been received, you will find the attached documents that support these findings.

Granite will provide asphalt at \$ 46.00a ton and the tack oil mix at \$ 550.00a ton.
Pioneer Asphalt will provide asphalt at \$ 57.85 a ton and the tack oil mix at \$ 745.00 a ton.

After careful review MC Road Dept. will go with the lower cost to Granite

2. FISCAL IMPACT:

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

Please award the contract of asphalt oil to Granite at \$ 46.00 a ton for HMAC asphalt and \$ 550.00 a ton for Tack oil mix. Also, authorize BOC Chair to sign quote.

Attach additional background documentation as needed.



Quote Number: MQ0002804_0
 Quote Date: Jul 19, 2018
 Bid Date: Jul 09, 2018
 Expiration Date: 10/31/2018

Material Quotation

Attn: Matt Scrivner
 Customer: MORROW COUNTY ROAD DEPARTMENT

Project Name: 2018 AMS - Morrow County Public Works
 Project Description: HMA Supply
 Address: 58108 Oregon 74
 City, State, Zip: Lexington OR 97839

Material Description (ID #)	Est. Quantity	Units	Price	Plant Name
1/2"HMAC64-22 LEVEL 3 (2684)	13,500	TONS	\$46.00	HERMISTON ASPHALT PLANT
CSS-1 (1883)	1	TONS	\$550.00	HERMISTON ASPHALT PLANT

Special Conditions:

For Aggregates sold after the price will increase by per ton.
 For Asphalt Concrete sold after the price will increase by per ton.

HMA pricing is subject to WSDOT Asphalt Cost Price Adjustment per 5-04.5, reference price at the time of bid.

Prices quoted are for normal, seasonal, business hours (7am-3:30pm, April - October). Operations outside of these times, including nights and weekends, may be subject to a plant opening charge.

Prices based on minimum daily tonnage requirements: asphalt daily minimum 125 tons and aggregate daily minimum 750 tons. If these tonnages are not met, a minimum tonnage charge may apply.

Pricing is FOB the plant. Production is based on availability. Granite will do its best to meet customer's production requirements; however, Granite is not responsible for delays caused by mechanical difficulties or events outside our control.

General Conditions:

Prices quoted do not include sales tax.

This quote is limited to acceptance within 30 days from the bid date of this quotation after which time this quote is subject to review/revision.

Please contact your sales person before placing an order against this quote.

The offer to sell these materials is contingent upon customer completing and signing Granite's credit application and being approved for credit. Additional terms and conditions are on page two of this quote.

By: Keith Majors

Office: 509-454-8514
 Cell: 509-823-0641
 Email: keith.majors@gcinc.com
 Website: www.graniteconstruction.com

Accepted By: _____
 Signature Date

Printed Name: _____
 Title: _____
 Phone: _____
 Email: _____

Terms and Conditions

1. **MATERIAL/SPECIFICATION:** All materials quoted ("Materials") are subject to availability. Products delivered will meet specifications stated on this material quote ("MQ") (or material submittal if provided) at the point and time of delivery (as delivery is indicated on the face page).

2. **DELIVERY:** If applicable, Material shall be delivered in accordance with a schedule mutually agreed upon by Purchaser and Seller. Any charges at the point of delivery for spotting, switching, handling, storage and/or other accessorial services, and demurrage, shall be additional charges and paid by Purchaser. Damages caused by Purchaser or Purchaser's trucker, plant standby time, job cancellation, and added surcharges will be the responsibility of Purchaser. Title to Material and risk of loss shall pass to Purchaser upon delivery to Purchaser.

3. **PRICE/TERMS OF PAYMENT:** Purchaser shall pay Seller the amount set forth in the quote table together with applicable surcharges and fees. Payment shall be made in accordance with the payment terms contained in Seller's Application for Credit and Account Agreement (the "Credit App") executed by Purchaser in favor of Seller (by this reference incorporated herein) unless Material purchased C.O.D. Purchaser's failure to pay all amounts owed when due shall be deemed a material breach of this MQ and Seller may, in addition to any other rights it may have under law, at its option, (i) terminate this MQ or (ii) place future deliveries on a C.O.D. basis

4. **ACCEPTANCE:** This MQ is valid for thirty (30) days from the Bid Date unless otherwise stated in the Special Conditions of this MQ. The terms and conditions of this MQ may be accepted by the Purchaser only by one of the following alternatives performed within such thirty (30) day period: (i) Purchaser's execution and delivery to Seller of this MQ; or (ii) the Purchaser placing either a written or oral order for all or a portion of the Material quoted under this MQ or (iii) Seller's commencement of performance. This MQ can only be modified in writing when signed by Purchaser and Seller.

5. **FORCE MAJEURE:** Seller shall not be liable for failure delay in delivery by reason of any contingency or occurrence beyond Seller's reasonable control or which makes Seller's performance commercially impractical. If such contingency or occurrence prevents Seller's performance for a period of more than sixty (60) days, Purchaser shall have the right, upon seven (7) days written notice to Seller, to terminate this MQ.

6. **INTEGRATED AGREEMENT:** This MQ, together with the Credit Application (if executed by Purchaser), constitutes the entire agreement between Seller and Purchaser, and there are no understandings, agreements or representations, express or implied, either oral or written, not stated or identified in this MQ and the Credit App, if any. Any additional or different terms proposed either orally or in writing by Purchaser including those contained in Purchaser's purchase order, delivery tickets or accompanying Purchaser's performance are rejected and shall be of no force or effect unless expressly assented to in a separate writing by Seller.

7. **WARRANTY:** FOR A PERIOD NOT TO EXTEND BEYOND ONE YEAR FROM THE POINT AND TIME OF DELIVERY OF THE MATERIAL, SELLER WARRANTS THAT THE MATERIAL WILL CONFORM TO THE SPECIFICATIONS SET FORTH IN SECTION 1. NO OTHER WARRANTIES OF ANY KIND ARE MADE BY SELLER AND SELLER EXPRESSLY DISCLAIMS ALL OTHER WARRANTIES TO THE FULLEST EXTENT PERMITTED BY LAW, WHETHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, WARRANTIES OF MERCHANTABILITY OR FITNESS FOR ANY PURPOSE. PURCHASER SHALL INDEMNIFY, DEFEND, AND HOLD HARMLESS SELLER AGAINST ANY AND ALL CLAIMS, SUITS, ACTIONS, LEGAL PROCEEDINGS, DAMAGES, LIABILITIES, INTEREST, ACTUAL ATTORNEY'S FEES, COSTS AND EXPENSES OF ANY KIND AS A RESULT OF PURCHASER'S USE OF THE MATERIAL.

Roberta Lutcher

From: Justin Nelson
Sent: Thursday, July 19, 2018 9:18 AM
To: Sandra Pointer; Roberta Lutcher; Darrell Green
Cc: Matt Scrivner; Kate Knop; Richard Tovey
Subject: Re: Road Dept. Agenda item cover sheet

I had a opportunity to speak with Mr. Scrivner regarding this bid before I received this email, and he ave me the background on the bid and history of the asphalt contracts. After reviewing the agenda item, I do not have any concerns with this going before the BoC.

-Justin

From: Sandra Pointer
Sent: Wednesday, July 18, 2018 12:05 PM
To: Roberta Lutcher; Darrell Green
Cc: Matt Scrivner; Kate Knop; Justin Nelson; Richard Tovey
Subject: Road Dept. Agenda item cover sheet

Hello all,

Submitted is an agenda cover sheet item for asphalt award of the bids from last week. Please review and let us know of anything that needs to be changed.

Morrow County Public Works

Sandi Pointer

Management Assistant

365 W. Hwy 74, P.O. Box 428

Lexington, OR. 97839

541-240-1761 Cell Phone

541-989-8166 Office

541-989-8352 Fax

spointer@co.morrow.or.us

Road,Airport,Waste Management,Parks and General Maintenance

Visit us on the web www.co.morrow.or.us

Sandra Pointer

From: Kate Knop
Sent: Wednesday, July 18, 2018 2:37 PM
To: Sandra Pointer; Roberta Lutcher; Darrell Green
Cc: Matt Scrivner; Justin Nelson; Richard Tovey
Subject: RE: Road Dept. Agenda item cover sheet

I approve.

Kate Knop

Finance Director
Morrow County
P.O. Box 867
Heppner, OR 97836
541-676-5615 or x5302
kknop@co.morrow.or.us



From: Sandra Pointer
Sent: Wednesday, July 18, 2018 12:06 PM
To: Roberta Lutcher <rlutcher@co.morrow.or.us>; Darrell Green <dgreen@co.morrow.or.us>
Cc: Matt Scrivner <mscrivner@co.morrow.or.us>; Kate Knop <kknop@co.morrow.or.us>; Justin Nelson <jnelson@co.morrow.or.us>; Richard Tovey <rtovey@co.morrow.or.us>
Subject: Road Dept. Agenda item cover sheet

Hello all,

Submitted is an agenda cover sheet item for asphalt award of the bids from last week. Please review and let us know of anything that needs to be changed.

Morrow County Public Works

Sandi Pointer
Management Assistant
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PUBLIC NOTICE
Request for Bids

Morrow County Public Works is requesting bids to furnish Class C Asphalt Hot Mix and CSS-1 Tack oil for projects in Morrow County. Estimated quantities are up to 13,500 tons.

- Location of plant _____
- Cost per ton of Class C asphalt mix \$ _____
- Cost per ton of CSS-1 Tack oil \$ _____

For additional information, contact Morrow County Public Works at P.O. Box 428, 365 Hwy 74, Lexington, OR. 97839 or phone 541-989-9500.

Bids must be received at the Morrow County Public Works office, P.O. Box 428, Lexington, OR 97839 by **4:00 pm Monday, July 9th**. Bids must be in a sealed envelope marked "Asphalt Bid". Bid will be opened **July 9th at 4:30 pm** at Morrow County Public Works office, 365 West Highway 74 Lexington, Oregon. For additional information contact Morrow County Public Works 541-989-9500.

Morrow County reserves the right to reject any and all bids and/or to postpone the award of bids for thirty (30) days from the date of opening.

Morrow County does not discriminate on the basis of age, religion, race, national origin, sex or handicapped status in employment or the provision of services.

Sandra Pointer

From: Sandra Pointer
Sent: Tuesday, July 10, 2018 1:42 PM
To: Eric Imes
Subject: Asphalt bid

Eric, Matt said you were going to call and do some verification of the bids.

Pioneer
57.85 Ton on Class C asphalt
745. A ton on the tack oil

Granite
46.00 Ton on Class C asphalt
550.0 A ton on the tack oil.

Pioneer Asphalt, Inc.
Dba Pioneer Construction, Inc.
Dba Pendleton Ready Mix, Inc.
73569 McKay Ln
P.O. Box 38
Pendleton, OR 97801
541-276-7885; Fax 541-276-7886
payroll@pioneerasphaltinc.com

Keith Majors, MBA

Granite
Material Sales Manager
Eastern Washington

80 Pond Rd
Yakima, Washington 98901
Direct 509-454-8514
Cell 509-823-0641

Morrow County Public Works

Sandi Pointer
Management Assistant
365 W. Hwy 74, P.O. Box 428
Lexington, OR. 97839
541-240-1761 Cell Phone
541-989-8166 Office
541-989-8352 Fax
spointer@co.morrow.or.us

Road,Airport,Waste Management,Parks and General Maintenance
Visit us on the web www.co.morrow.or.us

Bid

Keith Majors MBA -
Sales Manager
80 Pond Rd.
Yakima WA - 98901
509 454-8514

Cell 509 823-0641

PUBLIC NOTICE
Request for Bids

Morrow County Public Works is requesting bids to furnish Class C Asphalt Hot Mix and CSS-1 Tack oil for projects in Morrow County. Estimated quantities are up to 13,500 tons.

- Location of plant 81500 Lind Rd., Hermiston, OR 97838
- Cost per ton of Class C asphalt mix \$46.00 _____
- Cost per ton of CSS-1 Tack oil \$550.00 _____

Gravite

For additional information, contact Morrow County Public Works at P.O. Box 428, 365 Hwy 74, Lexington, OR. 97839 or phone 541-989-9500.

Bids must be received at the Morrow County Public Works office, P.O. Box 428, Lexington, OR 97839 by **4:00 pm Monday, July 9th**. Bids must be in a sealed envelope marked "Asphalt Bid". Bid will be opened **July 9th at 4:30 pm** at Morrow County Public Works office, 365 West Highway 74 Lexington, Oregon. For additional information contact Morrow County Public Works 541-989-9500.

Morrow County reserves the right to reject any and all bids and/or to postpone the award of bids for thirty (30) days from the date of opening.

Morrow County does not discriminate on the basis of age, religion, race, national origin, sex or handicapped status in employment or the provision of services.

-Bid-

Pioneer Asphalt Inc.
73569 McLean Ln
P.O. Box 38
Pendleton OR 97801
541 276-7885

Pioneer Asphalt

PUBLIC NOTICE
Request for Bids

Morrow County Public Works is requesting bids to furnish Class C Asphalt Hot Mix and CSS-1 Tack oil for projects in Morrow County. Estimated quantities are up to 13,500 tons.

- Location of plant 28937 Livestock Rd, Hermiston, OR
- Cost per ton of Class C asphalt mix \$ 57.85/ton
- Cost per ton of CSS-1 Tack oil \$ 745/ton FOB Pendleton Facility

For additional information, contact Morrow County Public Works at P.O. Box 428, 365 Hwy 74, Lexington, OR. 97839 or phone 541-989-9500.

Bids must be received at the Morrow County Public Works office, P.O. Box 428, Lexington, OR 97839 by **4:00 pm Monday, July 9th**. Bids must be in a sealed envelope marked "Asphalt Bid". Bid will be opened **July 9th at 4:30 pm** at Morrow County Public Works office, 365 West Highway 74 Lexington, Oregon. For additional information contact Morrow County Public Works 541-989-9500.

Morrow County reserves the right to reject any and all bids and/or to postpone the award of bids for thirty (30) days from the date of opening.

Morrow County does not discriminate on the basis of age, religion, race, national origin, sex or handicapped status in employment or the provision of services.

Two bids received
4:32 p.m 7/9/18
Granite & Pioneer -

BID OPENING 07/09/2018 4:30 PM

Bids must be received at the Morrow County Public Works office, P.O. Box 428, Lexington, OR 97839 by **4:00 pm Monday, July 9th**. Bids must be in a sealed envelope marked "Asphalt Bid". Bid will be opened **July 9th at 4:30 pm** at Morrow County Public Works office, 365 West Highway 74 Lexington, Oregon. For additional information contact Morrow County Public Works 541-989-9500.

Bidder Granite N.W.

- Location of plant Hermiston
- Cost per ton of Class C asphalt mix \$ 46.00 49 min.
- Cost per ton of CSS-1 Tack oil \$ 550.00

Bidder Pioneer Asphalt, Livestock Rd.

- Location of plant Hermiston
- Cost per ton of Class C asphalt mix \$ 57.85 40 min.
- Cost per ton of CSS-1 Tack oil \$ 745.00 fow -

Bidder _____

- Location of plant _____
- Cost per ton of Class C asphalt mix \$ _____
- Cost per ton of CSS-1 Tack oil \$ _____

NAME Sandi Porter 7/9/18

BID OPENING 07/09/2018 4:30 PM

Bids must be received at the Morrow County Public Works office, P.O. Box 428, Lexington, OR 97839 by **4:00 pm Monday, July 9th**. Bids must be in a sealed envelope marked "Asphalt Bid". Bid will be opened **July 9th at 4:30 pm** at Morrow County Public Works office, 365 West Highway 74 Lexington, Oregon. For additional information contact Morrow County Public Works 541-989-9500.

Bidder Granite

- Location of plant Lind Rd. 81500, Hermiston, OR
- Cost per ton of Class C asphalt mix \$ 46.00
- Cost per ton of CSS-1 Tack oil \$ 550.00

Bidder Pioneer Asphalt

- Location of plant 28937 Livesack Rd, Hermiston, OR
- Cost per ton of Class C asphalt mix \$ 57.85
- Cost per ton of CSS-1 Tack oil \$ 749.00

~~Bidder _____~~

- ~~• Location of plant _____~~
- ~~• Cost per ton of Class C asphalt mix \$ _____~~
- ~~• Cost per ton of CSS-1 Tack oil \$ _____~~

NAME Kirsti Cason July 9, 2018
Kirsti Cason

Two bids Received + opened

BID OPENING 07/09/2018 4:30 PM

Bids must be received at the Morrow County Public Works office, P.O. Box 428, Lexington, OR 97839 by **4:00 pm Monday, July 9th**. Bids must be in a sealed envelope marked "Asphalt Bid". Bid will be opened **July 9th at 4:30 pm** at Morrow County Public Works office, 365 West Highway 74 Lexington, Oregon. For additional information contact Morrow County Public Works 541-989-9500.

Bidder Granite

- Location of plant 81500 Lind Rd. Hermiston, OR. 97838
- Cost per ton of Class C asphalt mix \$ 46.00 per ton
- Cost per ton of CSS-1 Tack oil \$ 580.00 per ton

Bidder Pioneer

- Location of plant 28937 Livestock Rd. Hermiston, OR.
- Cost per ton of Class C asphalt mix \$ 57.85 per ton
- Cost per ton of CSS-1 Tack oil \$ 745 per ton

Bidder _____

- Location of plant _____
- Cost per ton of Class C asphalt mix \$ _____
- Cost per ton of CSS-1 Tack oil \$ _____

NAME Eric L. Lueders

ROAD REPORT JULY 2018

SUMMER PAVING: Paving season has begun and is in full swing. We paved Tower road from the intersection at Three Mile Farms, finishing two miles toward the north. The crew moved to Baseline, paving a two and one quarter mile stretch from Hwy. 207 to Marquardt Rd. We moved on to Willow creek which kicked off our paver patching program. The crew began patching at Black Mountain Ln. and is currently working their way toward Shaw Grade. The crew will be moving to Irrigon and Boardman area next to continue paver patching.

GRAVEL ROAD REPAIR: We sent a road repair crew out to begin addressing problem areas on gravel roads as harvest continues.

TREE TRIMMING: Crew members assisted the mowing contractor in the trimming of trees at the north end of the county.

ROAD SIGNS: Repair or replacement of road signs and delineators continue to be made as time allows.

PERMITS: Listed below are permits applied for and approved for the month of June:

ONF	905 Poleline Road	Umatilla Electric Co-Op	Utility	OH Elec. Line	07/02/2018	07/11/2018
ONG	724 Washington Lane	Umatilla Electric Co-Op	Utility	OH Elec. Line	07/02/2018	07/11/2018

FAIRGROUNDS: Parks department finished up the connections on the camping spots at the fairgrounds. Road crew spread some gravel to level that area and then worked a final grade on the outdoor arena for preparation of Fair and Rodeo.

BOARDMAN PROPERTY: Excavation is complete and security fencing is in place. Soil stabilization material has been applied to mitigate blowing sand in the area.

LEXINGTON SAND SHED: Stem walls for the building are poured. The concrete contractors are wrapping up their portion of the project.

LEXINGTON AIRPORT: The aircraft tie-down area is complete. Taxi way paint stripping is complete. Crew members are finishing water runoff collection areas and are preparing to install the fuel kiosk building.

IRRIGON YARD: The fuel tank has been moved and Eastern Oregon Environmental has completed the remediation of the site. So we have a clean site for future construction. Also there was an asbestos test concluded on the shop building and it was clear, so demolition of that building and clearing of the yard will begin sometime in September.

WHEATRIDGE PROJECT: Public Works has been contacted from a design and engineering firm that would like to drive the proposed project area and start discussion in regards to permit requirements, road improvements and such. A meeting date of August 29th @ 9:00am in Lexington at the Public Works office.



PO Box 338-- Heppner, Oregon 97836
(541) 676-5604 FAX (541) 676-9876

County Clerk
Bobbi A. Childers Ext. 5601

July 13, 2018

Quarterly Report/ County Clerk

Dear Commissioners,

My office continues to do a fair number of passports and pictures, 25 passports with pictures and 17 pictures alone this quarter. The passport application fee to the clerk went up to \$35 on April 1st it has been \$25 prior to my becoming clerk, so for at least 18 years it's been \$25 and fees have went up to the passport agency 3 times.

On June 2nd the fees in my office for the HAT (Housing Alliance Tax) fee went up this is a fee that the state legislators added to the clerks records as a means to create a fund for first time home buyers. I had to increase the fee from \$20 to \$60. When the state started this fee in 2009, it was \$10 then \$20 and now its \$60. To date we've paid the State of Oregon \$294,520.00. Our County Treasure tracks and disperses these fees to the State.

We had our vital records audit on June 20th. Morrow County has had 26 deaths this year, and we've issued 105 death certificates to Funeral homes, family members and veterans' representative.

We are currently receiving budgets, we've received 16 out of 32 taxing districts. Budgets are due September 15th.

We continue to provide Commissioners Journals to the BOC. In this quarter we have received 112 records and 2,469 pages to scan and index for our ActiveDox program available to the public. We've also, recorded 15 County Commissioner documents and 14 road documents were put into the land records.

We've recorded one subdivision and 5 plats in this quarter.

In this quarter we recorded 78 liens on Personal Property and 12 satisfactions for the Assessors department.

I have my association conference coming up in Ashland on August the 6 – 9th.

I have included a few of my dates for you to be aware of what goes on in my office.

March

- 27th Reviewed Budget with Administration and Finance

- 29th Secretary of State Richardson meet with me in my office to go over how I run my office.
- 30th Mailed military and overseas voters their ballots

April

- 4th State Signature Verification training for me and my staff
- 12th Election Night Training to share election results with the State of Oregon
- 16th Mailed, out of State Ballots
- 17th Budget meeting to present 2018-2019 Clerk, BOPTA and Records budget
- 25th Primary Ballots Mailed out
- Opened drive up ballot boxes and started picking up ballots from boxes until May 15 Election day. Office has security plan in place as active ballots are now coming in daily and being prepared for election day

May

- 11th started opening ballots (May 8th is the first day to start opening)
- 14th started processing ballots – running ballot counter
- 15th Primary Election – 7 a.m., to 11:30 p.m.
- 29th last day to resolve ballot issues
- 30th Certified the May 15, 2018 Election sent abstracts to State of Oregon
- 30th prepared certificates of election for to appropriate officials
- 30th First day for candidates to declare candidacy or nomination petition for General election

June

- 1st -30th OCVR Testing Hardware Upgrade/SOS daily
- 6th mailed
- 12th conference call OACC Lobbyist Contract
- 14th Skype Tech Group Session: DOR for BOPTA
- 15th deliver certificates of election for write-in winners
- 15th deliver precinct committee offices
- 20th Vital Records – Review/ Audit by State Vital Records (audit not yet received from the state) we passed the audit. The County Clerk is the County Death Registrar

July

- 5th last day for district elections authority to return board member updates. I received all but one. These forms go to the cities as they run council positions on the General Election ballots
- 11th OACC (Oregon Association of County Clerks) Zone 4 Meeting call in

Respectfully submitted,



Bobbi Childers
Morrow County Clerk

**Morrow County Clerk
Cashier Management System
Account Totals by Date Range**

4/01/2018 to 7/13/2018

Page 1
7/13/2018

Account Description	Account Number	Total
Plat Fees	101.103.3.40.4156	\$500.00
Marriage Licenses	101.105.3.40.4021	\$225.00
OLIS State Mapping Fee	101.105.3.40.4023	\$512.00
Domestic Violence	101.105.3.40.4024	\$225.00
Recording Fees	101.105.3.40.4181	\$12,495.00
Certification Fees	101.105.3.40.4185	\$122.00
Photocopy Fees	101.105.3.40.4186	\$2,409.75
Location Fees	101.105.3.40.4188	\$1,938.75
Special Election Fees	101.105.3.40.4192	\$5,319.17
Tax & Assessment Fee	101.105.3.40.4193	\$256.00
Service Fees	101.105.3.40.4195	\$690.00
Passport Pictures	101.105.3.40.4196	\$468.00
Computer Printouts	101.105.3.40.4365	\$37.00
Death Certificates	101.105.3.40.4672	\$1,965.00
Overpayments	101.105.3.60.4189	\$5.00
Surveyor Plat Check	101.118.3.40.4014	\$800.00
Surveyor Subdivision	101.118.3.40.4187	\$380.00
Preservation Account	208.118.3.40.4323	\$3,914.00
Records Fees	233.105.3.40.4181	\$462.00
Clerk's Fees	681.681.3.10.1003	\$4,608.00
State Housing Fees	685.685.3.40.4197	\$15,100.00
		\$52,431.67

**Morrow County Clerk
Cashier Management System
Account Totals by Date Range**

9/01/2009 to 7/13/2018

Page 1
7/13/2018

Account Description	Account Number	Total
State Housing Fees	685.685.3.40.4197	\$294,520.00
		\$294,520.00

Morrow County Clerk's Fee Schedule

June 2, 2018 -All Fees must be paid in advance no debit or credit cards accepted.

Morrow County requires a 3" X 2" block of space on the first page of all documents for the recording sticker. Only original documents or certified copies of the original can be recorded. All recording fees are required to be paid at the time of recording.

Recording:

Deed and Mortgage Records (Warranty Deed, Bargain and Sale Deed, Certificate of Death, Easement, Power of Attorney (must involve real property), Leases, Reconveyances, Satisfaction, etc.) **\$86.00 first page and \$5.00 per each additional page**
Lien Record (not mortgage or UCC) **\$76.00 first page and \$5.00 each additional page**

Type	Recording	LCP	A&T	OLIS	HAT	Total
Deeds	\$5.00	\$10.00	\$10.00	\$1.00	\$60.00	\$86.00
Mortgages	\$5.00	\$10.00	\$10.00	\$1.00	\$60.00	\$86.00
Liens	\$5.00	--	\$10.00	\$1.00	\$60.00	\$76.00

LCP – Land Corner Preservation Fund
 OLIS – Oregon Land Information System

A&T – Assessment & Taxation Fund
 HAT – Housing Alliance Tax

The above fee chart represents the cost for recording a one page, one transaction document. *Multiple transactions are \$5.00 per additional transaction/dual title and multiple pages are \$5.00 per additional page. Documents submitted with insufficient fees will be returned **unrecorded.**

Non-Standard Document Fee ORS 205.327 **\$20.00**

***Two or More transactions (titles) ORS 205.236** **\$5.00 per title**

Documents describing more than one transaction (dual titled) example: Substitution of Trustee and full reconveyance. (2 titles). Any document that can stand on its own is a title. Each additional instrument or transaction number being assigned, released or satisfied will be charged and additional **\$5.00**(all document types).

Partition Plat - 3 lots or less **\$161.00**

All Plats, if more than one (1)

Mylar page, additional per page cost of **\$ 5.00**

Subdivision – BASE FEE **\$131.00**

20 lots or less PLUS BASE FEE **\$100.00**

21 Through 29 PLUS BASE FEE **\$150.00**

30 Through 49 PLUS BASE FEE **\$200.00**

50 through 74 PLUS BASE FEE **\$250.00**

75 through 100 PLUS BASE FEE **\$300.00**

Over 100 lots PLUS BASE FEE **\$350.00**

All Subdivisions, if more than one (1) Mylar page, additional per page cost \$5.00

SEE: Surveyor Fees for complete cost

MINIMUM STANDARDS FOR INSTRUMENTS TO BE RECORDED:

ORS 205.232 Instruments **must** be printed on sheets of paper not larger than 14 inches long and 8 ½ inches wide with text printed or written in **8-point type** or larger. The paper must be of sufficient quality for recording photographically. A Non-standard fee of **\$20.00** will be charged if not in compliance.

*ORS 205.234 Requirements for first page of instruments to be recorded; cover sheet. **First page shall contain at least:**

1. names of transactions
2. names of parties (grantor, grantee, etc)
3. names and address where document is to be returned
4. name and address where tax statement is to be sent (where required)
5. consideration paid (where required)
6. for lien records, information required by ORS 205.125 (1c & e)

* If your document does not meet the requirements above, you will need to add a cover sheet filled out completely with all the pertinent information pertaining to the document being recorded. This will be part of the page count and considered the first page.

A non standard fee will be applied to all Trust Deed, Deed of Trust if the words "Lender is Beneficiary" does not appear on the first page of instrument.

RE-RECORDINGS: Treated as a new document all recording fees apply

1. An instrument that has been previously recorded may be rerecorded to make corrections in the original instrument.
2. The county clerk shall record an instrument presented for rerecording as provided in subsection (1) of this section. The corrected instrument need not be acknowledged again. The person presenting the instrument for rerecording shall cause a rerecording certificate to be affixed to the first page of the instrument or to a cover sheet authorized by ORS 205.234 (2) added as a new first page to the instrument. The rerecording certificate shall contain the words "RERECORDED AT THE REQUEST OF ____ TO CORRECT____. PREVIOUSLY RECORDED IN BOOK ____ AND PAGE__, OR AS FEE NUMBER__."
3. A certified copy of a recorded instrument **may not** be altered for the purpose of correcting the original instrument. The person presenting the instrument may present an unaltered certified copy of the recorded instrument when it is attached to a cover sheet authorized by ORS 205.234 (2). The cover sheet must contain the rerecording certificate described in subsection (2) of this section. The re-recorded document may include attachments identified on the cover sheet that are necessary to make the corrections.

License Fees

Marriage License	\$50.00
Duplicate Ceremonial Certificate	\$5.00
Duplicate Marriage License	\$10.00
Marriage affidavit of correction	\$10.00
Certified Copy	\$7.75

Public Record Fees:

Location	\$3.75
Certification	\$3.75
Photo Copy	\$.25 per page/image
Filing fee (not recorded)	\$5.00
List of Registered Voters	\$3.75 + 12.50 Set up fee + \$ 0.25 per image
All sent images (FTP, email, etc.)	\$3.75 Location; per image \$0.25
Fax fee	See County Schedule
Abstracts-Election Results	\$3.75 Location; per image \$0.25

Service Fees:

Death Certificate: <i>first 6 months after death only</i>	\$25.00	
We only issue in county deaths: All others use - Oregon Vital Records		
Marriage Ceremony (in office)	\$110.00	
Passport Acceptance Processing Fee (All First Time Applications)	\$35.00	
Passport Pictures	\$12.00	
Book *(16 & older) (CHECK OR MONEY ORDER TO US DEPARTMENT OF STATE)	\$110.00	Valid for 10 years
Book and Card * Card is only for land travel	\$140.00	Valid for 10 Years
Book *(15 & younger) (CHECK OR MONEY ORDER TO US DEPARTMENT OF STATE)	\$80.00	Valid for 5 years
Book and Card * Card is only for land travel	\$95.00	Valid for 5 years
Card (16 & older) (CHECK OR MONEY ORDER TO US DEPARTMENT OF STATE)	\$30.00	Valid for 10 years
Card (15 & younger) (CHECK OR MONEY ORDER TO US DEPARTMENT OF STATE)	\$15.00	Valid for 5 years
Expedite Fee CHECK OR MONEY ORDER TO US DEPARTMENT OF STATE)	\$60.00	per application (mailing envelopes extra)
Information on Passports		travel.state.gov



Item #6C

Human Resources

P.O. Box 788 • Heppner OR 97836
(541) 676-5620

Darrell Green
Interim Human Resources Director

To: Morrow County Board of Commissioners
From: Darrell Green, Interim Human Resources Director
Date: July 25, 2018
Re: Human Resources Quarterly Report

Some of the highlights/lowlights from this quarter include:

- The retirement of our Human Resource Director, Karen Wolff
- Conducted our first bargaining session with AFSCME on June 7th
 - Second bargaining session is scheduled for July 31st
- Working on several workers comp claims with Kate
- Establishing HR contacts and building relationships with SAIF, CIS, LGPI
- Scott Clark from SAIF made a presentation at the Director's meeting
 - Reviewed our 5 year Safety record
 - Health and Wellness- hydrate and get plenty of rest
 - Shared Bend Police article on yoga and mindfulness
- Kate and I are collaborating on all HR activities
- 6 new employees start their careers with Morrow County
- 5 employees departed Morrow County, of which 3 retired

MORROW COUNTY SURVEYOR

STEPHEN K. HADDOCK, PLS, CFedS

P.O. BOX G

PILOT ROCK, OREGON 97868

(541) 443-2922 ph.

To: Morrow County Commission
COURT HOUSE
Heppner, OR 97836

July 25th, 2018

Re: County Surveyor's report.

Dear Morrow County Commissioners,

In my April report I presented a draft of an informative brochure I have prepared concerning the destruction of land survey monuments and the rights of property owners. It was the request of the BOC that that draft be reviewed by Justin Nelson and Karen Wolfe for propriety of certain language used in the brochure. Both of those reviews were done and a modified version of the draft is presented along with this report. The modified language is under the heading of "Why is this important to me?". It is my plan to place this brochure on the web page within the next month.

Also during the last report I commented on efforts by Mike Gorman and myself to use the Assessor's scanner/printer rather than my using the "microfilm services" part of the surveyors budget to make additional paper copies of filed plats at a private venue. A form has been developed by the assessor's office to keep track of and bill for copies made by the surveyor and it appears that this procedure will work well going forward.

In May I attended the OACES spring conference in Sun River, Oregon. A variety of topics were covered including updates to FEMA maps, right of way relinquishments by ODOT, an update by the USGS on the destruction of bench marks and a program to establish new ones, and a presentation by the OIT Geomatics program concerning real world projects used to train current students. One item of interest was a presentation by the Deschutes County Surveyor about a program used in their county called "Field Trip for Citizens". This is a day in which the county has times slots set up by the various county departments to provide an educational presentation of the function of the office. Once the time slots are arranged on the selected day, the county provides a shuttle and takes a group of interested citizens to each of the departments to learn what that department does and for question and answer sessions concerning the work of the county. Another item of interest was the research being done on new printers and new archivable materials by Hewlett Packard. The new materials are demonstrably water proof and print with ink instead of toners so is quite a bit cheaper for the overall cost of a map.

On July 2nd, I received a contact from Ms. Kelly Miller who is one of the lead surveyors for the BPA. She has provided me with contact information for the BPA web site that allows access to the many survey records of the BPA. I will be adding this link to the Morrow County Surveyor's web site as an additional aid to the local survey community in their survey research efforts.

Sincerely,

Stephen K. Haddock, PLS, CFedS
Morrow County Surveyor.

PROPERTY CORNER MARKERS

THINGS YOU NEED TO KNOW



**FROM THE OFFICE OF THE
MORROW COUNTY SURVEYOR**

P.O. BOX G

PILOT ROCK, OREGON 97868

541-443-2922

WHAT IS A PROPERTY CORNER?

A property corner is an infinitely small point in space created by the legal action of law at the end of a line marking the limit of an owner's right to possess, use and enjoy their land.

WHAT IS A PROPERTY CORNER MARKER?

A property corner marker is any manner of physical object that represents the property corner. In land surveying terms, this physical object is called a monument. A monument can be natural such as a creek or a bluff, or it can be manmade such as a wooden stake, a wooden post, a steel pipe, an iron rebar, a railroad spike, a nail, a tack in a lead plug, an "x" chiseled in stone or concrete, a glass bottle, buggy or car axles, horse shoes, cast iron stove grates, and many more. (See the front page for examples.)

WHY IS THIS IMPORTANT TO ME?

Most people know their favorite pair of shoes. They know which parts have worn thin and when a string breaks. And a rock or grass seed inside is usually cause for instant inspection. Likewise, every property owner, to enjoy full and peaceful use and possession of their land, should know all of the distinct features that identify their property. In some properties the fences are on the line and in some they are not. (This is particularly true along road rights of way). Some property lines run down ditches or along the driveway or along the row of trees next to the fence, and some do not. Some properties have buildings or other structures over the lines and some do not. For some properties the corners have markers and some do not. Some markers are visible and some are buried.

CAN "NOT KNOWING" MY PROPERTY CAUSE ME PROBLEMS?

YES! When the lines and corners are not known it is possible that someone else may build on or take some other form of use of your property (or you theirs). This situation is particularly prevalent when the property has never been marked, or when the marks have been destroyed by excavation. When discovered, these problems usually cost the price of an expensive land survey (\$1500 and up) and can cost much more in the form of legal battles over the location of the actual boundary and possession of the land. And, in certain circumstances, you may even lose ownership of a part of your property.

WHAT CAN I DO TO PROTECT MYSELF?

KNOW YOUR PROPERTY RIGHTS! The subject of property rights can be quite complex. A landowner can do a lot to educate themselves in this area, but property rights issues are normally best handled with the advice of a competent attorney.

KNOW YOUR PROPERTY! Every property owner should do their best to understand the legal description of their property and where the boundaries physically are on the land. Properties

are as different from one another as people are and there are a variety of ways to describe a property. There are many good books on the subject of descriptions but asking a land surveyor may be the quickest way to learn.

AND KNOW YOUR PROPERTY MARKERS! PROPERTY MARKERS ARE PROTECTED BY LAW.

The Oregon Revised Statutes "ORS" provide in part:

ORS209.140(1)

Any person or public agency that finds it necessary to interfere with or pave over any established public land survey corner or accessories for any reason, shall notify the county surveyor prior to the interference, who shall lower and witness the monument, or place another monument and witness over the existing monument or reference and replace or set a witness monument, as the case may demand.....

ORS209.150 (1)

Any person or public agency removing, disturbing or destroying any survey monument of record in the office of the county surveyor or county clerk shall cause a registered professional land surveyor to reference and replace the monument within 90 days of the removal, disturbance or destruction.....

ORS209.990 (1)

1) The costs of the reestablishment of the corner or witness monument may be recovered in a civil action together with costs and attorney fees for the prevailing party. (2) A person may obtain injunctive relief to prevent further disturbance or destruction of survey monuments....

The greatest danger to property markers are excavators. These include fence builders, power, phone, water, or other utility companies, road maintenance activities, farm machinery trying to eliminate weeds along the roads, just to name a few. Some may know the marks are there and some may not. When an excavator breaks the phone, power, or other utility lines, people know it quickly. However, when an excavator destroys your corner marker, nothing stops working so you may not know it for a very long time. If you can show the excavator is the one who destroyed your marker (or markers), you can make them pay to replace them. However, if you don't catch them, YOU will pay when the time comes to replace the marks.

YOU are your best defense. Know if your property corners are marked and with what monument. This information can be found by asking prior land owners, neighbors, and the County Surveyor's Office. And if you see excavation activities happening in the area around your property corners, ask the excavator to avoid them or to comply with the statutes by having a surveyor provide the protection duties required by law.

And remember, good markers make for good neighbors.