

**MORROW COUNTY BOARD OF COMMISSIONERS MEETING AGENDA**  
**Wednesday, April 10, 2019 at 9:00 a.m.**  
**Irrigon Branch of the Oregon Trail Library District, Community Room**  
**490 N.E. Main Ave., Irrigon, Oregon**  
**AMENDED**

- 1. Call to Order and Pledge of Allegiance - 9:00 a.m.**
- 2. City/Citizen Comments:** Individuals may address the Board on topics not on the agenda
- 3. Open Agenda:** The Board may introduce subjects not on the agenda
- 4. Consent Calendar**
  - a. Accounts Payable, April 11<sup>th</sup>; Retirement Taxes, April 1<sup>st</sup>, \$19,565.41
  - b. Contract for Bridge Widening Projects – Marcum & Sons LLC
- 5. Legislative Updates**
- 6. Business Items**
  - a. **Contracts for Park Hosts at County Parks (Greg Close, Parks General Manager)**
  - b. Owner’s Rep Evaluation TEAM (Darrell Green, Administrator)
  - c. Noxious Weed Control Agreement with the Army Corps of Engineers (Dave Pranger, Weed Coordinator/Inspector)
  - d. Update on Shared Building Inspector Position with the City of Boardman (Commissioner Lindsay)
  - e. Intergovernmental Agreement with the City of Irrigon for Law Enforcement Services (Sheriff Ken Matlack, Undersheriff John Bowles)
  - f. First Reading - Ordinance No. ORD-2019-5 Miller/Haguewood Aggregate (Carla McLane, Planning Director)
  - g. Deliberations – Ordinance No. ORD-2019-4 Code Enforcement Ordinance Proposed Changes (Carla McLane)
  - h. First Reading – Ordinance No. ORD-2019-4 Code Enforcement Ordinance Proposed Changes (Carla McLane)
- 7. Department Reports**
  - a. Planning Department Monthly Report (Carla McLane)
  - b. Justice Court Quarterly Report (Judge Ann Spicer)
- 8. Correspondence**
- 9. Commissioner Reports**
- 10. Signing of documents**
- 11. Adjournment**

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

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

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



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

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

February 20, 2019 Bids for the Keene and Snyder Bridge widening project were opened and read. At that time three proposed bids came in, the bid tabulation is as attached. After careful review and checking for completeness it is Marcum & Sons, LLC who are the favorable bid for the project.

Award for the project took place March 27, 2019.

You will find the entire packet for your review.

**2. FISCAL IMPACT:**

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

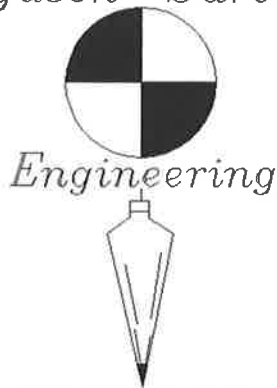
BOC moves to sign the contract for the Keene and Snyder Bridge Widening project to Marcum & Sons LLC to complete the project.

Attach additional background documentation as needed.

**MORROW COUNTY  
KEENE BRIDGE & SNYDER BRIDGE WIDENING PROJECT  
MORROW COUNTY PUBLIC WORKS DEPARTMENT  
MORROW COUNTY, OREGON  
February, 2019**

**SPECIAL PROVISIONS &  
CONTRACT (CONSTRUCTION)**

*Ferguson Surveying*



*P.O. BOX 519, 210 E. MAIN  
MT. VERNON, OR 97865  
PHONE (541)932-4520  
FAX (541)932-4430  
EMAIL [dfse@oretelco.net](mailto:dfse@oretelco.net)*



**Agency:**  
Morrow County Public Works  
365 West Hwy. 74, P.O. Box 428  
Lexington, OR 97839  
Phone: 541-989-9500

**Contractor:**  
Marcum & Sons LLC  
5591 NW Zamia Ave.  
Redmond, OR 97756  
Phone: 541-699-6735



RENEWS: 1/1/2020

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- SECTION I Special Provisions
- SECTION II Schedule of Items
- SECTION III Contract
- SECTION IV Construction Performance Bond
- SECTION V Construction Payment Bond
- SECTION VI Certification of Worker's Compensation Coverage
- SECTION VII BOLI Prevailing Wage Rates
- SECTION VIII Project Plans

DESCRIPTIONS OF PARTS OF CONTRACT WHICH ARE NOT BOUND HEREIN

### (1) Standard Specifications

The "2018 Oregon Standard Specifications for Construction" as published by the Oregon Department of Transportation.

Electronic copies of the above ODOT publications can be obtained at:

[https://www.oregon.gov/ODOT/Business/Documents/2018\\_STANDARD\\_SPECIFICATION\\_S.pdf](https://www.oregon.gov/ODOT/Business/Documents/2018_STANDARD_SPECIFICATION_S.pdf)

### (2) QPL

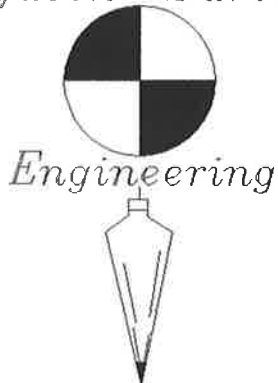
References are made herein made to the QPL (Oregon Department of Transportation's Qualified Products List). Electronic copies of the QPL are available at:

<https://www.oregon.gov/ODOT/Construction/Pages/Qualified-Products.aspx>

**SECTION I**  
**SPECIAL PROVISIONS**

**MORROW COUNTY**  
**KEENE BRIDGE & SNYDER BRIDGE WIDENING PROJECT**  
**MORROW COUNTY PUBLIC WORKS DEPARTMENT**  
**MORROW COUNTY, OREGON**  
**February, 2019**

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## **SPECIAL PROVISIONS**

### ***WORK TO BE DONE***

The Work to be done under this Contract consists of the following on the "KEENE BRIDGE & SNYDER BRIDGE WIDENING PROJECT";

#### Mobilization

Remove existing bridge decks

Furnish and install W27x102 beams

Install Owner supplied Corrugated Bridge Decking

Furnish and place hot mix asphalt concrete deck running surfaces

Furnish and install Bridge Rail and Guard Rail

Minor road work at bridge approaches

Prior to the start of work, the Contractor will contact the telecommunications company for information on temporary routing of lines and connections to existing lines.

Prior to the start of work, the Contractor shall submit a pollution control plan in accordance with Section 00290.30(b) of the Special Provisions.

No in-stream water work will be permitted on this project. The in-stream work period for Rhea Creek is July 1 to December 31.

Perform additional and incidental work as called for in the plans and specifications.

### ***AUTHORITY OF THE ENGINEER***

The Engineer for this project is the firm of FERGUSON SURVEYING AND ENGINEERING. The Project Engineer will be Douglas M. Ferguson, of that firm. The Engineer will be in direct charge of the project. However, the Engineer will be under the authority of MORROW COUNTY by and through the MORROW COUNTY PUBLIC WORKS DEPARTMENT and will act in accordance with instruction from the MORROW COUNTY PUBLIC WORKS DEPARTMENT.

### **APPLICABLE SPECIFICATIONS**

The Specifications applicable to the work on this project are the 2018 edition of the "OREGON STANDARD SPECIFICATIONS FOR CONSTRUCTION", Oregon Department of Transportation and American Association, Oregon Chapter, and shall hereinafter be referred to as the "Standard Specifications".

All number references in these special provisions shall be understood to refer to the Sections and Subsections of the Standard Specifications bearing like numbers and to Sections and Subsections contained herein in their entirety. If a Section or Subsection is not identified in the "Special Provisions", it shall be understood that that section, or subsection of the "Standard Specifications," is included in its entirety.

### **ENGLISH MEASUREMENT PROJECT**

Use appropriate English units for measurements, submittals, shop drawings, calculations, materials, certifications, delivery tickets, and all other documents submitted for work performed under this contract.

### **CLASS OF PROJECT**

This is a MORROW COUNTY Project by and through THE MORROW COUNTY PUBLIC WORKS DEPARTMENT, fully funded by Morrow County

## PART 00100 – GENERAL REQUIREMENTS

### SECTION 00110 – ORGANIZATION, CONVENTIONS, ABBREVIATIONS AND DEFINITIONS

Comply with Section 00110 of the Standard Specifications and/or modified as follows:

**00110.20 Definitions:** replace the corresponding definitions with the following:

**Agency** – Shall mean MORROW COUNTY by and through the MORROW COUNTY PUBLIC WORKS DEPARTMENT.

**Engineer** – The Consulting Engineering Firm, FERGUSON SURVEYING AND ENGINEERING, acting as an agent of MORROW COUNTY, under terms of an agreement between the Engineer and MORROW COUNTY.

### SECTION 00120 – BIDDING REQUIREMENTS AND PROCEDURES

Comply with Section 00120 of the Standard Specifications and/or modified as follows:

**00120.00 Prequalification of Bidders** – Is not applicable to this project.

**00120.01 General Bidding Requirements** – Bidders may obtain bidding documents as stated in subsection 00120.05.

**00120.05 Requests for Solicitation Documents** – Replace this subsection, except for the subsection number and title, with the following:

Plans and Bidding Documents may be obtained at online at <http://www.co.morrow.or.us/rfps> or by contacting the Morrow County Public Works Department at (541) 989-9500, or at the office of FERGUSON SURVEYING & ENGINEERING, 210 East Main St., P.O. Box 519, Mt. Vernon Oregon, 97865, Tel. (541) 932-4520.

**00120.10 Bid Booklet** – Replace this subsection, except for the subsection number and title, with the following:

Titled “BIDDER’S PACKET” may include, but is not limited to:

- Invitation to Bid
- Information for Bidders
- Project Proposal Form
- Bid Proposal Form
- Bid Schedule

- Bid Bond Form
- First Tier Subcontractor Disclosure Form
- Bidder's Certification Statements Form

The BID SECTION includes all pages in the BIDDER'S PACKET. The bid section may include, but is not limited to:

- Time, date, and location for the opening of bids
- Project completion time
- Identification of applicable special provisions and standard specifications
- Bid statement
- Certificate of non-collusion
- Certificate of residency
- Certificate of compliance with Oregon tax laws
- Bid schedule
- Identification of sureties
- Bid signature page
- Bid bond form

Other certificates or statements may be bound within the bid section. Plans, specifications, and other documents referred to in the bid section will be considered part of the bid.

**Subsections 00120.15 through 00120.25** As shown in the "Standard Specifications," in their entirety.

**00120.30 Changes to Plans, Specifications of Quantities before Opening Of Bids** – Replace this subsection, except for the subsection number and title, with the following:

The AGENCY reserves the right to issue Addenda making changes and corrections to the Plans, Specifications or quantities. The AGENCY will provide addenda by facsimile transmission, electronically by e-mail, and/or by regular mail or other carrier service. Bidders shall be responsible for assuring that all addenda have been received. Bids may be rejected if opened and found by the AGENCY not to be based on all Addenda published.

**00120.40 Preparation of Bid** – Replace this subsection, except for the subsection number and title, with the following:

**(a) General:** Bidders shall not alter, in any manner, the paper documents bound within the BIDDER'S PACKET. Bidders shall complete the certifications and statements included in the BID SECTION of the Bidder's Packet according to the instructions. Signature of the Bidder's authorized representative thereon constitutes the Bidder's confirmation of an agreement to all

certifications and statements contained in the Bidder's Packet. All entries made in the Bidder's Packet shall be in ink or typed. Signatures and initials shall be in ink, except for changes submitted by facsimile (FAX) transmission or electronically as provided by 00120.60 (in which case signatures shall be considered originals).

The Bidder shall properly complete documents in the Bid Section, as specified in 00120.10, between the front cover and the Sample Forms of the Bidder's Packet, except that the Bid Bond is not required if another permissible type of Bid guaranty is provided. (see 00120.40(e))

**(b) Bid Schedule Entries:** Using figures, Bidders shall fill in all blank spaces in the Bid Schedule. For each item in the Bid Schedule, Bidders shall enter the unit price and the product of the unit price multiplied by the quantity given. The unit price shall be greater than zero, shall contain no more than two decimal places to the right of the decimal point, and shall be expressed in U.S. dollars and cents (for example, \$150.25 or \$0.37). Bidders shall also enter, in the Schedule Subtotal, the total amount of that Schedule obtained by adding amounts for all items in that Schedule. Bidder shall also enter the Total Bid Amount obtained by adding the sub-totals of all Schedules in the Bid Schedule. Corrections or changes of item entries shall be in ink, with incorrect entry lined out and correct entry entered and initialed.

**(c) Bidder's Address and Signature Pages:** Bidders shall include, on the PROJECT PROPOSAL FORM in the Bidder's Booklet, the address to which all communications concerning the Bid and Contract should be sent. The Project Proposal Form, Bid Proposal and Bid Schedule (Bid) must be signed by a duly authorized representative of the Bidder.

**(d) Bid Guaranty** – All Bids shall be accompanied by a Bid guaranty in the amount of 10% of the total amount of the Bid. The Bid guaranty shall be either a Surety bond, irrevocable letter of credit issued by an insured institution as defined in ORS 706.008 or security in the form of a cashier's check or certified check made payable to the AGENCY. (see ORS 279C.365(4))

If a Surety bond is submitted, Bidders shall use the AGENCY's standard Bid Bond form included in the Bidder's Packet. Bidders shall submit the bond with original signatures and the Surety's seal affixed. The Bid guaranty shall be submitted in the Bidder's Packet.

Acceptable Surety companies are limited to those authorized to do business in the State of Oregon. Forfeiture of Bid guaranties is covered by 00130.60, and return of guaranties is covered by 00130.70.

**(e) Disclosure of First-Tier Subcontractors** – If a Bidder's bid on a public improvement Project exceeds \$100,000, the Bidder shall, within two working hours of the time bids are due to be submitted, submit to the AGENCY, on a form provided by the AGENCY, a disclosure identifying

any first-tier Subcontractors that will furnish labor or labor and Materials, and whose contract value is equal to or greater than:

- Five percent (5%) of the total Project Bid, but at least \$15,000, or
- \$350,000, regardless of the percentage of the total Project Bid.

For each Subcontractor listed, Bidders shall state:

- The name of the Subcontractor, and
- The dollar amount of the subcontract, and
- The category of Work that the Subcontractor would be performing.

If no subcontracts subject to the above disclosure requirements are anticipated, a Bidder shall so indicate by entering "NONE" or by filling in the appropriate check box. For each Subcontractor listed, Bidders shall provide all requested information. An incomplete form will be cause for rejection of the bid.

Subcontractor Disclosure Form must be submitted as outlined in the "Information for Bidders" portion of the "BIDDERS PACKET".

Subcontractor Disclosure Form will be considered late if not received by the AGENCY within two (2) working hours of the bid closing date and time. Bids not in compliance with the requirements of this subsection will be considered non-responsive.

**00120.45 Submittal of Bids** – Replace this subsection, except for the subsection number and title, with the following:

Bids must be submitted as required in the "Information To Bidders" section of the Bidder's Packet.

**Bids must be received at the address and at the times given in the INVITATION TO BID in the Bidder's Packet.**

Bids submitted after the time set for receiving bids will not be opened or considered. The County assumes no responsibility for the receipt and return of late bids.

**00120.50 Submitting Bids for More than One Contract** – Is not applicable to this project.

**00120.60 Revision or Withdrawal of Bids** – Replace this subsection, except for the subsection number and title, with the following:

Information entered into the Bidder's Packet by the Bidder may be changed after the bid has been delivered to the AGENCY, provided that:

- Changes are prepared in accordance with the instructions found in the Bid Booklet;
- Changes are received by the AGENCY at the locations required herein and are received on or before the closing time for acceptance of Bids;
- The Project Name "**KEENE BRIDGE & SNYDER BRIDGE WIDENING PROJECT**" is included;
- Changes must be submitted in writing, in a sealed envelope labeled "**REVISIONS TO BID, MORROW COUNTY KEENE BRIDGE & SNYDER BRIDGE WIDENING PROJECT**"

A Bidder may withdraw its bid after it has been delivered to the AGENCY's Office, provided that:

- The written withdrawal request is submitted on the Bidder's letterhead and includes the name of the project (MORROW COUNTY KEENE BRIDGE & SNYDER BRIDGE WIDENING PROJECT), either in person or by FAX;
- The request is signed by an individual who is authorized to sign the bid, and proof of authorization to sign the Bid accompanies the withdrawal request;
- The request is received at the location specified for the submittal of bids and is received prior to the time that bids will no longer be accepted.

**00120.65 Opening and Comparing Bids** – Replace this subsection, except for the subsection number and title, with the following:

Bids will be opened and the total price for each Bid will be read publicly at the time and place indicated in the Invitation to Bid in the Bidder's Packet. Bidders and other interested parties are invited to be present.

Bids will be compared on the basis of the total amount of each Bid. The total amount of the Bid will be the total sum of the sub-totals for all items listed in the BID SCHEDULE. The sub-totals will be computed from quantities listed in the Bid Schedule and unit prices entered by the Bidder.

In case of conflict between the unit price and the corresponding extended amount, the unit price shall govern, and the AGENCY may make arithmetic corrections on extension amounts.

**00120.70 Rejection of Non-responsive Bids** – Modify as follows:

Replace the fifth bullet from top, which begins with “The bid is submitted on documents...” with the following:

- The bid is submitted on documents not obtained directly from Morrow County or the office of FERGUSON SURVEYING AND ENGINEERING.

Replace the seventh bullet from top, which begins with “The bid has entries not typed...” with the following:

- The Bid has entries not typed or in ink, or has signatures or initials not in ink.

Delete the fifteenth bullet from the top, which beings with “The bidder has not complied with the DBE...”.

Delete the last bullet which begins with “An electronic Bid is not...”.

**00120.80 Reciprocal Preference for Oregon Resident Bidders** – Replace this subsection, except for the subsection number and title, with the following:

No preference will be given to Oregon Resident Bidders.

**00120.90 Disqualification of Bidders** – Add the following to Subsection:

- The AGENCY finds that it is in the public interest to do so.

**00120.95 Opportunity for Cooperative Arrangement** – Is not applicable to this project.



## SECTION 00130 – AWARD AND EXECUTION OF CONTRACT

Comply with Section 00130 of the Standard Specifications, supplemented and /or modified as follows:

**00130.10 Award of Contract** – Modify this Subsection as follows:

Replace the bullet that begins "A satisfactory record of performance..." with the following bullet:

- A satisfactory record of performance. In evaluating a Bidder's record of performance, the AGENCY may consider, among other things, whether the Bidder completed previous contracts of a similar nature with a satisfactory record of performance. For purposes of evaluating a Bidder's performance on previous contracts of a similar nature, a satisfactory record of performance means that to the extent that the costs associated with and time available to perform a previous contract remained within the Bidder's control, the Bidder stayed within the time and budget allotted for the procurement and otherwise performed the contract in a satisfactory manner.

Replace the third paragraph beginning with "The AGENCY will provide Notice of Intent to Award..." with the following:

The AGENCY will provide Notice of Intent to Award the Contract by letter, facsimile (fax) and/or electronically by e-mail.

**00130.15 Right to Protest Award** – Replace this subsection, except for the subsection number and title, with the following:

Adversely affected or aggrieved Bidders, limited to the three apparent lowest Bidders and any other Bidder directly in line for Contract Award, may submit to the AGENCY a written protest of the AGENCY's intent to Award within three working days following the issuance of the Notice of Intent to Award. The protest shall specify the grounds upon which it is based.

The AGENCY is not obligated to consider late protests.

**00130.50 Execution of Contract and Bonds** – In this subsection, replace "ODOT Procurement Office- Construction" with "MORROW COUNTY by and through THE MORROW COUNTY PUBLIC WORKS DEPARTMENT."

## **SECTION 00140 – SCOPE OF WORK**

Comply with Section 00140 of the Standard Specifications as applicable.

## **SECTION 00150 – CONTROL OF WORK**

Comply with Section 00150 of the Standard Specifications, supplemented and /or modified as follows:

**00150.00 Authority of the Engineer** – Add this sentence to the beginning of this Subsection:

The AGENCY designates the following authority to the Engineer; the Engineer will act as an agent for MORROW COUNTY by and through THE MORROW COUNTY PUBLIC WORKS DEPARTMENT.

**00150.05 Cooperative Arrangements** – Is not applicable to this project.

**00150.30 Delivery of Notices** – Add the following to this subsection:

Upon approval by the AGENCY, written notices may be submitted electronically by e-mail, provided that the sender requests receipt of said notice.

Notices sent via e-mail shall be considered delivered on the date that the sender receives the delivery confirmation from the receiver, and the original notice is sent by first class mail and received within five business days of the confirmation of the e-mail.

In such case as the sender does not receive conformation of e-mail delivery, the notice shall be deemed delivered five business days following the postmarked date.

**00150.35 Plans and Working Drawings** – Modify this Subsection as follows:

**(c) Number, Size, and Format of Working Drawings and 3D Construction Models** – The Contractor shall submit Working Drawings and 3D Construction Models according to one of the following methods:

**(1) Paper Submittal** – The Contractor shall submit to the Engineer seven copies of Working Drawings for steel Structures and six copies of Working Drawings for other Structures. The submitted copies shall be clear and readable. Drawing dimensions shall be 8 1/2 by 11 inches, 11 by 17 inches, or 22 by 36 inches in size. One copy of the submitted Working Drawings will be returned to the Contractor after processing. The Contractor shall submit such additional number of copies to the Engineer for processing that the Contractor would like to have returned.

The Contractor shall not submit 3D Construction Model data in paper format.

**(2) Electronic Submittal** – The Contractor shall submit electronic Working Drawings at the direction of the Engineer. The Contractor shall submit 3D Construction Model data in LandXML format or as directed by the Engineer.

**00150.40 Cooperation and Superintendence by the Contractor** – Replace this subsection, except for the subsection number and title, with the following:

The Contractor is responsible for full management of all aspects of the Work, including superintendence of all Work by Subcontractors, Suppliers, and other providers. The Contractor shall appoint a single Superintendent and may also appoint alternate Superintendents as necessary to control the Work. The form of appointment of the alternate shall state, in writing, the alternate's name, duration of appointment in the absence of the Superintendent, and scope of authority. The Contractor shall:

Provide for the cooperation and superintendence on the Project by

- Furnishing the Engineer all data necessary to determine the actual cost of all or any part of the Work, added Work, or changed Work.
- Allowing the Engineer reasonable access to the Contractor's books and records at all times. To the extent permitted by public records laws, the Engineer will make reasonable efforts to honor the Contractor's request for protection of confidential information.

- Keeping one complete set of Contract Documents on the Project Site at all times, available for use by all the Contractor's own organization, and by the Engineer if necessary.
- Appoint a single Superintendent and any alternate Superintendent who shall meet the following qualifications:
  - Appointees shall be competent to manage all aspects of the Work.
  - Appointees shall be from the Contractor's own organization.
  - Appointees shall have performed similar duties on at least one previous project of the size, scope and complexity as the current Contract.
  - Appointees shall be experienced in the types of Work being performed.
  - Appointees shall be capable of reading and thoroughly understanding the Plans and Specifications.
- The appointed single Superintendent or any alternate Superintendent shall:
  - Be present for all On-Site Work, regardless of the amount to be performed by the Contractor, Subcontractors, Suppliers, or other providers, unless the Engineer provides prior approval of the Superintendent's or alternate Superintendent's absence.
  - Be equipped with a two way radio or cell phone capable of communicating throughout the project during all the hours of Work on the Project Site and be available for communication with the Engineer.
  - Have full authority and responsibility to promptly execute orders or directions of the Engineer.
  - Have full authority and responsibility to promptly supply the Materials, Equipment, labor, and Incidentals required for performance of the Work.
  - Coordinate and control all Work performed under the Contract, including without limitation the Work performed by Subcontractors, Suppliers, and Owner Operators.
  - Diligently pursue progress of the Work according to the schedule requirements of Section 00180.
  - Cooperate in good faith with the Engineer, Inspectors, and other contractors in performance of the Work.
  - Provide all assistance reasonably required by the Engineer to obtain information regarding the nature, quantity, and quality of any part of the Work.
  - Provide access, facilities and assistance to the Engineer in establishing such lines, grades and points as the Engineer requires.
    - Carefully protect and preserve the Engineer's marks and stakes.

Any Superintendent or alternate Superintendent, who repeatedly fails to follow the Engineer's written or oral orders, directions, instructions, or determinations, shall be subject to removal from the project.

If the Contractor fails or neglects to provide a Superintendent, or an alternate Superintendent, and no prior approval has been granted, the Engineer has the authority to suspend the Work according to 00180.70. Any continued Work by the Contractor, Subcontractors, Suppliers, or other providers may be subject to rejection and removal. The Contractor's repeated failure or neglect to provide the superintendence required by these provisions constitutes a material breach of the Contract, and the Engineer may impose any remedies available under the Contract, including but not limited to Contract termination.

### **SECTION 00160 – SOURCE OF MATERIALS**

Comply with Section 00160 of the Standard Specifications as applicable.

### **SECTION 00165 – QUALITY OF MATERIALS**

Comply with Section 00165 of the Standard Specifications, supplemented and /or modified as follows:

**00165.03 Testing by Agency** – Replace this subsection, except for the subsection number and title, with the following:

It is not anticipated that the AGENCY will provide or perform any materials testing.

**00165.04 Cost of Testing** – Delete the first paragraph from this subsection of the "Standard Specifications".

**00165.30 Field Tested Materials** – Replace Subsection 00165.30 (c) with the following:

**(c) Acceptance of Field Tested Materials** – The Contractor's test results for field tested materials shall meet the requirements given in the appropriate Section of the Special Provisions and/or the Standard Specifications. No Statistical Analysis or Pay Factor will be used on this project.

The AGENCY reserves the right to verify the Contractor's test results. If the AGENCY's verification testing reveals that the Contractor's data is incorrect, the AGENCY may require additional testing to determine whether the Materials meet Specifications. The Contractor shall perform additional quality control testing or provide split samples to the AGENCY for additional testing as directed. If the Materials do not meet Specifications, the Contractor shall reimburse the AGENCY for the cost of the additional testing, which may be deducted from monies due or to become due the Contractor under the Contract. Incorporated Materials that do not meet Specifications will be evaluated according to 00165.01 and 00150.25. If the Materials meet Specifications the AGENCY will pay the cost for the additional testing.

**00165.40 Statistical Analysis** - Is not applicable to this project.

components will not be conducted for this project. Strict conformance to 00165.35 shall be maintained for all items fabricated off site.

**SECTION 00170 – LEGAL RELATIONS AND RESPONSIBILITIES**

Comply with Section 00170 of the Standard Specifications, supplemented and /or modified as follows:

**00170.70 Insurance Coverage** - Comply with subsection of the Standard Specifications, supplemented and /or modified as follows:

**00170.70(a) Insurance Coverages** - Add the following to the end of this subsection:

The following insurance coverages and dollar amounts are required pursuant to this subsection:

<b>Insurance Coverages</b>	<b>Combined Single Limit per Occurrence</b>	<b>Annual Aggregate Limit</b>
Commercial General Liability	<u>\$ 1,000,000</u>	\$ 2,000,000
Commercial Automobile Liability	<u>\$ 1,000,000</u>	(aggregate limit not required)

**00170.70(c) Additional Insured** – Add the following paragraph and bullets to the end of this subsection:

Add the following as Additional Insured’s under the Contract:

- Morrow County and its officers, agents, and employees
- Morrow County Board of Commissioners
- Ferguson Surveying & Engineering

**00170.71 Independent Contractor Status** – Replace this subsection, except for the subsection number and title, with the following:

The service or services to be rendered and the Work to be completed under this Contract are those of an independent contractor. The Contractor is not an officer, employee, or agent of the Agency or the State as those terms are used in ORS 30.265.

**00170.72 Indemnity/Hold Harmless** – Add the following paragraph and bullets to the end of this subsection:

Extend indemnity, defense and hold harmless to the Agency and the following:

- Morrow County and its officers, agents, and employees
- Morrow County Board of Commissioners
- Ferguson Surveying & Engineering

**00170.72 Indemnity/Hold Harmless** – Add the following paragraph and bullets to the end of this subsection:

Extend indemnity, defense and hold harmless to the Agency and the following:

- Morrow County and its officers, agents, and employees
- Morrow County Board of Commissioners
- Ferguson Surveying & Engineering

## SECTION 00180 – PROSECUTION AND PROGRESS

Comply with Section 00180 of the Standard Specifications, supplemented and /or modified as follows:

**00180.40(c) Specific Limitations** – Limitations of operations specified in these Special Provisions include, but are not limited to, the following:

<b>Limitations</b>	<b>Subsection</b>
Cooperation with Utilities .....	00150.50
On-Site Work .....	00180.40(b)
Contract Time .....	00180.50(a)
Road Closures .....	00220

Due to access constraints, the contractor shall be allowed to close only one section of the roadway at any given time. One of the two bridges shall remain open to traffic throughout the length of the contract.

**00180.41 Project Work Schedules** – Replace this subsection, except for the subsection number and title, with the following:

Prior to or at the Preconstruction Conference, the Contractor shall submit a Project Work Schedule which meets the approval of the Engineer. At a minimum, the Schedule shall identify the fabrication of required items, required shop drawings, and expected delivery dates of items and materials, sequencing of activities, anticipated road closure durations, and time required for prosecution of the work in each phase or item of work. The project work schedule shall enable both the Contractor and the Engineer to plan, coordinate, analyze, document, and control their respective Contract responsibilities. The Project Work Schedule may be in bar graph or narrative format.

The Project Work schedule may need revision as the Work progresses. Therefore, the Contractor shall periodically review the Project Work schedule and progress of the Work with the Engineer. If the Engineer or the Contractor determines that the Project Work schedule no longer represents the Contractor's own plans or expected time for the Work, a meeting shall be held between the Engineer and the Contractor. At this meeting, the Contractor and the Engineer shall review Project events and any changes for their effect on the Project Work schedule.



The Contractor shall compile an updated Project Work schedule incorporating any changes to the Project completion time(s). The updated Project Work Schedule shall reflect the updated information. The Contractor shall submit four copies of the updated Project Work schedule to the Engineer within seven Calendar Days after the meeting.

The report shall include without limitation the following:

- Sufficient narrative to describe the past progress, anticipated activities, and stage Work;
- A description of any current and expected changes or delaying factors and their effect on the construction schedule; and
- Proposed corrective actions.

The Project Work Schedule shall also meet the requirements of Section 00220.02

**00180.50 Contract Time to Complete Work:** Replace this subsection, except for the subsection number and title, with the following:

**(a) General** – The time allowed to complete the work on this Project is sixty (60) calendar days.

**(b) Kinds of Contract Time** – The Contract time for this project will be counted in the number of calendar days from a specified beginning point to a point which all work on the project is completed.

**(c) Beginning of Contract Time** – Will commence on the date given on the NOTICE TO PROCEED.

**(d) Recording Contract Time** – Contract Time will be recorded and reported to the contractor on a weekly basis.

**(e) Exclusions from Contract Time** – Certain days will not be charged against Contract Time. These exclusions will be allowed when the Contractor is prevented from performing work due to one of the following reasons, resulting in delay:

- Act of God or Nature;
- Court order enjoining prosecution of the work;

- Strikes, labor disputes or freight embargoes that, despite the Contractor's reasonable efforts to avoid, cause a shutdown of the Project or one or more major operation. "Strike" and "labor dispute" may include union action against the Contractor, a Subcontractor, a Materials supplier, or the AGENCY.
- Suspension of the Work by written order of the Engineer for reasons other than the Contractor's failure or neglect.
- Work added to the Contract by Properly authorized Change Orders.

**(f) Time Calculation Protest** - If the Contractor disputes the accuracy of the statement of Contract Time charges, he/she shall immediately contact the Engineer and attempt to resolve the dispute. If the dispute cannot be resolved informally, the Contractor shall submit a formal written protest to the Engineer within seven (7) calendar days of the date the Engineer delivered the statement of Contract Time. Failure to submit a formal written protest within the seven (7) calendar day period constitutes the Contractor's approval of the time charges itemized on the statement.

**(g) End of Contract Time** - When the Engineer determines that the work has been substantially completed; the Engineer will issue a Second Notification. Contract Time will stop at that point. Element of work and activities which may remain to be completed are:

- Final trimming and cleanup;
- Minor corrective work not involving additional payment;
- Equipment or Materials to be removed from the Project Site;
- Submittals, including without limitation, all required certifications, bills, forms, warranties, certificates of insurance coverage, and other documents, are required to be provided to the Engineer before the Third Notification will be issued.

All such elements of work and tasks to complete shall be listed in the Second Notification. The Contractor shall complete all tasks listed in the Second Notification within a time limit agreed on by the Contractor and the Engineer.

**00180.85 Failure to Complete on Time; Liquidated Damages:** Add the following to this subsection:

Liquidated Damages for this project for failure to complete the project within sixty (60) calendar days or an adjusted Contract Time will be \$500.00 per calendar day.

## SECTION 00190 – MEASUREMENT OF PAY QUANTITIES

Comply with Section 00190 of the Standard Specifications, supplemented and /or modified as follows:

**00190.00 Scope** – Replace the first sentence of the lead-in paragraph, which begins “*The Engineer will measure*”, with the following:

Pay quantities for accepted work will be measured according to the United States standard measure unless otherwise provided in the Contract.

## SECTION 00195 – PAYMENT

Comply with Section 00195 of the Standard Specifications, supplemented and /or modified as follows:

**00195.10 Payment For Changes in Materials Costs** – Is not applicable to this project.

**00195.50 Progress Payments and Retained Amounts** – Replace the appropriate subsections with the following subsections:

**(b) Retainage** – The amount to be retained from progress payments will be five percent (5%) of the total value of work accomplished for each progress payment period, and will be retained as specified in Subsection (c) below”.

**(c) Forms of Retainage** – Retainage will be deducted from the progress payments and held by the AGENCY until final payment is made in accordance with 00195.90. No other alternate will be considered for this project.

**(d) Reduction of Retainage** – There is no Reduction of Retainage for this project. Five percent (5%) of the value of the work accomplished will be retained until final payment is made in accordance with 00195.90.

## **SECTION 00196 – PAYMENT FOR EXTRA WORK**

**00196.10 Negotiated Price** – Replace this subsection, except for the subsection number and title, with the following:

The Engineer will determine a reasonable price estimate for the required extra work. As soon as practical, within ten (10) calendar days, the Contractor shall respond to the Engineer in writing.

If the Contractor agrees with the price determined by the Engineer, the Engineer will issue a Change Order and the work will proceed at that price.

If the Contractor does not agree to the price estimated by the Engineer, the Contractor shall submit to the Engineer a written justification for the price proposed by the Contractor. The Engineer and the Contractor shall then agree on a price which is based on one, the other or a combination of prices estimated by the Engineer and the Contractor. The Engineer will issue a Change Order and the work will proceed at the agreed upon price.

In either case above, the price of the extra work shall meet the approval of the AGENCY, and said approval shall be in writing on the face of the Change Order.

**00196.20 Force Account** – Replace this subsection, except for the subsection number and title, with the following:

Force Account work is not anticipated for this project. If it is found necessary it shall be carried out in accordance with Section 00197 of the “Standard Specifications”.

## **SECTION 00197 – PAYMENT FOR FORCE ACCOUNT WORK**

Comply with Section 00197 of the Standard Specifications.

**NOTE:** Force Account Work is not anticipated as an element of this project, however if required, the pertinent provisions of this Section shall govern any work performed under Force Account.

## SECTION 00199 – DISAGREEMENTS, PROTESTS AND CLAIMS

Comply with Section 00199 of the Standard Specifications, supplemented and /or modified as follows:

**00199.40 Claim Decision; Review; Exhaustion of Administrative Remedies** – Replace this subsection, except for the subsection number and title, with the following:

The Engineer will, as soon as practicable, consider and investigate a Contractor's properly submitted claim for additional compensation. The AGENCY intends to resolve claims at the lowest possible administrative level.

A claim may be settled, in full or in part, at any of the following steps of claim review:

**(a) Step 1: Engineer's Review** – Upon proper submittal of a claim as detailed in 00199.30, the Engineer will review the claim and advise the Contractor of the decision in writing. If the Engineer finds the claim has merit, and equitable adjustment will be offered. If the Engineer finds the claim has no merit, no offer of adjustment will be made, and the claim will be denied in writing.

If the Contractor does not accept the Engineers decision, the Contractor may, within ten (10) calendar days, request the Engineer to arrange a review at Step 2, (b) below.

**(b) Step 2: AGENCY Review** – At the request of the Contractor, the Engineer shall present the claim to the AGENCY for review and discussion. The Engineer will promptly provide a written decision to the Contractor. If the Contractor does not accept the Step 2 decision, the Contractor may, within ten (10) calendar days, request the Engineer to arrange a review at Step, 3 (c) below.

**(c) Step 3: AGENCY Contract Review Board Review** – At the request of the Contractor, the Engineer shall present the claim to the AGENCY Contract Review Board. The "MORROW COUNTY Contract Review Board" will consist of the elected County Commissioners. The Engineer will serve as advisors to the Contract Review Board. A prompt, written response will be provided to the Contractor. If the Contractor does not accept the Step 3 decision, the Contractor may, within ten (10) calendar days, request through the Engineer that the claim be advance to Step 4 or 5, as applicable, (d) or (e) below.

**(d) Step 4: 1) Claims Less Than \$25,000 (Excluding Liquidated Damages, Interest, and Arbitration Cost)** – At this step the claim will be settled by binding arbitration before a single arbitrator according to the Construction Industry Arbitration Rules of the American Arbitration Association.

Arbitration filing costs and any arbitrator’s fees will be divided equally between the AGENCY and the Contractor.

**(e) Step 5: Litigation** – This step applies to:

- Claims over \$25,000, which cannot be settled by binding arbitration;
- Appeals of arbitration awards issued in Step 4, above, according to ORS 36.300 through 36.365

Any suit or action arising out of this contract may be filed by either party only after all other provisions of these specifications are exhausted. The suit or action shall be commenced within one (1) year of the date of “Second Notification” or within six (6) months of the date of any arbitration or AGENCY Review Board decision, whichever is later, and shall be filed in a court of competent jurisdiction.

## **PART 00200 – TEMPORARY FEATURES AND APPURTENANCES**

### **SECTION 00210 – MOBILIZATION**

Comply with Section 00210 of the Standard Specifications, supplemented and /or modified as follows:

#### **Measurement**

**00210.80 Measurement** – No measurement of quantities will be made for work performed under this Section.

#### **Payment**

**00210.90 Payment** – Replace this subsection, except for the subsection number and title, with the following:

Payment for mobilization will be made at the Contract lump sum amount for the item "Mobilization".

The amounts paid for mobilization in the Contract progress payment will be based on the percent of the original Contract amount that is earned from other Contract items, not including advances on materials, and as follows:

- When 5% is earned, either 50% of the amount for mobilization or 5% of the original Contract amount, whichever is the least.
- When 10% is earned, either 100% of mobilization or 10% of the original Contract amount, whichever is the least.
- When all work is completed, amount of mobilization exceeding 10% of the original Contract amount.

This schedule of mobilization progress payments will not limit or preclude progress payments otherwise provided by the Contract.

When the Contract Schedule of Items does not indicate payment for mobilization, no separate or additional payment will be made for mobilization. Payment will be included in payment made for the appropriate items under which this work is required.

## **SECTION 00220 – ACCOMMODATIONS FOR PUBLIC TRAFFIC**

Comply with Section 00220 of the Standard Specifications, supplemented and /or modified as follows:

Add this lead in to the beginning of this section:

Morrow County Public works department will be in charge of traffic control and closures for this project. The Contractor will maintain the closure area in the immediate vicinity of the work to allow for ingress and egress to the work.

## **SECTION 00290 – ENVIRONMENTAL PROTECTION**

Comply with Section 00290 of the Standard Specifications, supplemented and /or modified as follows:

**00290.30(b) Pollution Control Plan** – Replace this subsection, except for the subsection number and title, with the following:

Develop and submit a PCP to prevent pollution related to Contractor operations for approval 10 Calendar Days before the preconstruction conference. Maintain a copy of the PCP on-site at all times during construction activities, readily available to employees and inspectors. Ensure that all employees comply with the provisions of the PCP.

Include the following information in the PCP:

- A detailed plan of containment under around the structures to prevent debris and containments from entering the stream or stream bed, including provisions to ensure that no work is performed below the high water mark of the stream.
- Identify a professional on-call spill response team.
- Identify all Contractor activities, hazardous substances used and wastes generated.
- Describe how hazardous substances and wastes will be stored, used, contained, monitored, disposed of and documented. Include pollution prevention, spill response, waste reduction, dust prevention, off site tracking prevention, washout facility design, vehicle and Equipment fueling and maintenance procedures, employee training and emergency contact information.
- Include the waste determination results from 00290.20(c)(1). Provide reuse, recycle, and disposal options and the reasons for selecting those alternatives.
- Include or refer to the SPCC plan and the hazardous waste contingency plan, if required.



- Include scaled site plans showing locations for hazardous substance storage, spill response Equipment, communications Equipment and fire suppression Equipment.

#### **Measurement**

**00290.80 Measurement** – No measurement of quantities will be made for work performed under this section.

#### **Payment**

**00225.90 Payment** – Replace this subsection, except for the subsection number and title, with the following:

No payment will be made for work performed under this section.

## PART 00300 – ROADWORK

### SECTION 00310 – REMOVAL OF STRUCTURES AND OBSTRUCTIONS

Comply with Section 00310 of the Standard Specifications, supplemented and /or modified as follows:

#### Measurement

**00310.80 Measurement** – Replace this subsection, except for the subsection number and title, with the following:

The quantities of removal Work performed under this Section will be measured according to the Separate Item Basis. Under this method, the quantities of Work performed will be measured as follows:

- **Length and Area** – The length or area of the Structure or item actually removed, will be measured along the line and grade of the Structure or item for each continuous Structure or item removed. Measurement will be on the length or area basis, limited to the Neat Lines shown or directed. The length of asphalt Pavement cutting will be the length of the actual cut based on a depth of 6 inches. If the depth is greater than 6 inches, the length will be adjusted by converting to an equivalent number of feet on a proportionate-length basis.
- **Each** – Items will be measured on the unit basis by count of units removed.

#### Payment

**00310.90 Payment** – Replace this subsection, except for the subsection number and title, with the following:

The accepted quantities of Work done under this Section will be paid for at the separate item basis according to 00310.92.

Payment will be payment in full for furnishing all Equipment, labor, and Incidentals necessary to complete the Work as specified.

No separate or additional payment will be made for barriers used for temporary protection where guardrail, median rail, or concrete barriers have been removed.

No separate or additional payment will be made for protecting and maintaining milepost markers and reinstall them at their original location.

When the Contract Schedule of Items does not indicate payment for Work performed under this Section, no separate or additional payment will be made. Payment will be included in payment made for the appropriate items under which this Work is required.

**00310.92 Separate Item Basis** – Replace this subsection, except for the subsection number and title, with the following:

The accepted quantities of removal Work performed under this section will be paid for at the Contract unit price, per unit of measurement, for the following items:

<b>Pay Item</b>	<b>Unit of Measurement</b>
Asphalt Pavement Saw Cutting .....	Foot
Remove Existing Asphalt Wearing Surface.....	Square Yard

## **PART 00500 – BRIDGES**

### **SECTION 00501 – BRIDGE REMOVAL**

Comply with Section 00501 of the Standard Specifications, supplemented and /or modified as follows:

#### **Description**

**00501.00 Scope** – Replace this subsection, except for the subsection number and title, with the following:

This Work consists of removing and disposing of existing Bridge decks as shown or specified.

#### **Construction**

**00501.40 Removal and Disposal** – Perform removal and disposal Work according to Section 00290 and Section 00310.

#### **Measurement**

**00501.80 Measurement** – Replace this subsection, except for the subsection number and title, with the following:

Quantities for Bridge removal Work performed under this Section will be made on the area basis, per Square Foot.

No measurements will be made for the removal of existing railing or other appurtenances, and they will be considered incidental to the deck removal.

No measurement will be made for debris containment associated with this work.

## **Payment**

**00501.90 Payment** – Replace this subsection, except for the subsection number and title, with the following:

The accepted quantities of Bridge removal Work will be paid for at the Contract unit price, in square feet, for the item "Remove Existing Bridge Decking".

Payment will be payment in full for furnishing all Equipment, labor, and Incidentals necessary to complete the Work as specified.

No additional payment will be made for the removal of existing railing or other appurtenances, and they will be considered incidental to the deck removal.

No additional payment will be made for debris containment associated with this work.

## **SECTION 00539 – CORRUGATED STEEL BRIDGE DECKING**

Section 00539, which is not a Standard Specification, is included in the Project by Special Provision.

### **Description**

**00539.00 Scope** – This work consists of hauling and installing Agency supplied corrugated steel decking.

### **Materials**

**00539.10 Materials** – The Agency will supply the corrugated steel decking for this project. The contractor will haul the material to the project and install as shown or as directed.

Prior to loading and hauling the decking to the project site, The contractor will examine each section for defects. If defects are found, the contract will inform the Agency of such defects.

### **Construction**

**00539.40 General** – Prior to the installation of the Agency supplied decking, the Engineer shall inspect the existing structure and new beams members. Upon approval of the existing structure by the Engineer, The Contractor will install the decking as shown or as directed.

### **Measurement**

**00539.80 Measurement** – The quantities of Agency supplied corrugated steel will be measured as installed, in place, by the Square Yard.

No measurement will be made for clips, welds or other fasteners utilized to install decking.

Quantities of decking on the project site, not installed, will be returned to the Agency, at their direction, at no additional charge to the Agency.

### **Payment**

**00539.90 Payment** – The accepted quantities of Agency supplied corrugated steel decking will be paid for at the Contract unit price, per square yard, for the item “Install Agency Supplied Corrugated Steel Bridge Decking”

No separate or additional payment will be made for clips, welds or other fasteners utilized to install decking.

No separate or additional payment will be made for decking on the project site, not installed, or for the hauling of extra decking back to the Agency.

## **SECTION 00560 – STRUCTURAL STEEL BRIDGES**

Comply with Section 00560 of the Standard Specifications, supplemented and /or modified as follows:

### **Description**

**00560.00 Scope** – Replace this subsection, except for the subsection number and title, with the following:

This Work consists of furnishing, fabricating, and erecting steel Structures as shown or specified.

**00560.02 Prefabrication Conference** – Replace this subsection, except for the subsection number and title, with the following:

A prefabrication conference will not be held for this project. The steel fabricator will attend the pre-construction conference.

**00560.03 Working Drawings** – Add the following to the beginning of this section:

Unstamped working drawings will not be required for this project. If substantial changes to the design or materials are requested by the Contractor, The contractor shall submit unstamped working drawing in accordance with this section.

### **Materials**

**00560.10 Materials** – Replace this subsection, except for the subsection number and title, with the following:

Furnish structural plates, shapes, bars, and miscellaneous metals as shown, meeting the requirements of Section 02530 and Section 02560.

### **Shop Fabrication**

**00560.20 Notice of Work** – Replace this subsection, except for the subsection number and title, with the following:

No inspection of the production of steel for this project is anticipated.

Prior to fabrication of parts, the Contractor shall provide materials certifications to the Engineer for review.

### **Measurement**

**00560.80 Measurement** – Replace this subsection, except for the subsection number and title, with the following:

No measurement of quantities will be made for Work performed under this Section. The estimated weight of the W27x102 structural steel beams required for this project is 19,176 pounds. Incidental fasteners, bolts and washers will not be measured and are considered incidental.

## Payment

**00560.90 Payment** – Replace this subsection, except for the subsection number and title, with the following:

The accepted quantities of Work performed under this Section will be paid for at the Contract unit price, per pound, for the Item “Furnish & Install W27x102 Beams(Painted)”

Payment will be payment in full for furnishing and placing all Materials, and for furnishing all Equipment, labor, and Incidentals necessary to complete the Work as specified.

No separate or additional payment will be made for:

- bolts, studs or bearing devices made entirely of structural steel (such as rockers and hinges)
- fabricating, transporting and erecting the Structures
- furnishing, erecting, and removing falsework
- preparing and coating

## SECTION 00582 – BRIDGE BEARINGS

Comply with Section 00582 of the Standard Specifications, supplemented and /or modified as follows:

### Description

**00582.00 Scope** - Replace this subsection, except for the subsection number and title, with the following:

This Work consists of furnishing and installing elastomeric bridge bearing pads as shown, specified, or directed.

### Measurement

**00582.80 Measurement** – Replace this subsection, except for the subsection number and title, with the following:

Measurement for quantities of Work performed under this section will be measured on the unit basis, per each for elastomeric bearing pads.



## **Payment**

**00582.90 Payment** – Replace this subsection, except for the subsection number and title, with the following:

The accepted quantities of Work performed under this Section will be paid for at the Contract unit price, per each, for the Item “Bearing Pads”.

Payment will be payment in full for furnishing and placing all Materials, and for furnishing all Equipment, labor, and Incidentals necessary to complete the Work as specified.

## **SECTION 00583 – BRIDGE CONDUIT**

Comply with Section 00583 of the Standard Specifications, supplemented and /or modified as follows:

### **Description**

**00583.00 Scope** - Replace this subsection, except for the subsection number and title, with the following:

This work consists of furnishing and installing the 2” diameter galvanized steel conduit as shown in the project drawings.

### **Materials**

**00583.10 Materials** – Replace this subsection, except for the subsection number and title, with the following:

Furnish galvanized rigid metal conduit meeting the requirements of Section 02920.10.

Furnish Conduit fittings meeting the requirements of Section 2920.112

Furnish other materials as shown on the project drawings. Substitutions of materials may be allowed upon approval by the Engineer.

## **Construction**

**00583.40 General** – Replace this subsection, except for the subsection number and title, with the following:

Install conduit as shown. Place hangers on the web of the post support as shown to achieve a straight line, both horizontally and vertically, along the entire length of the structure.

Install conduit expansion devices as directed. Consult with utility company to make the connections to existing conduits at each end of the structure.

## **Measurement**

**00583.80 Measurement** – Replace this subsection, except for the subsection number and title, with the following:

Measurement for quantities of Work performed under this section will be measured by the linear foot of conduit installed.

Hangers, fittings, conduit expansion devices and other miscellaneous items required to complete the work will not be measured and are considered incidental.

## **Payment**

**00583.90 Payment** – Replace this subsection, except for the subsection number and title, with the following:

The accepted quantities of Work performed under this Section will be paid for at the Contract unit price, per foot, for the Item “ 2” dia. Electrical Conduit”.

Payment will be payment in full for furnishing and placing all Materials, and for furnishing all Equipment, labor, and Incidentals necessary to complete the Work as specified.

No separate or additional payment will be made for hangers, fittings, conduit expansion devices and other miscellaneous items required to complete the work.

## SECTION 00587 – BRIDGE RAILS

Comply with Section 00587 of the Standard Specifications, supplemented and /or modified as follows:

### Description

**00587.00 Scope** - Replace this subsection, except for the subsection number and title, with the following:

This Work consists of constructing bridge rails of the Material or combination of Materials shown or specified.

### Measurement

**00587.80 Measurement** – Replace this subsection, except for the subsection number and title, with the following:

Measurement for quantities of Work performed under this section will be measured by the linear foot of bridge rail installed.

### Payment

**00587.90 Payment** – Replace this subsection, except for the subsection number and title, with the following:

The accepted quantities of Work performed under this Section will be paid for at the Contract unit price, per foot, for the Item “Thrie Beam Bridge Rail”.

Payment will be payment in full for furnishing and placing all Materials, and for furnishing all Equipment, labor, and Incidentals necessary to complete the Work as specified.

## PART 00600 – BASES

### SECTION 00640 – AGGREGATE BASE AND SHOULDERS

Comply with Section 00640 of the Standard Specifications, supplemented and /or modified as follows:

#### Description

**00640.00 Scope** - Replace this subsection, except for the subsection number and title, with the following:

This work consists of furnishing and placing 3/4"-0" aggregate base at the bridge approaches and guardrail flares as shown or as directed.

#### Materials

**00640.10 Materials** – Replace this subsection, except for the subsection number and title, with the following:

Furnish well graded 3/4"-0" aggregate base.

#### Measurement

**00640.80 Measurement** – The quantities of Aggregate will be measured on the weight basis, in the hauling vehicle.

#### Payment

**00640.90 Payment** – Replace this subsection, except for the subsection number and title, with the following:

The accepted quantities of Aggregates will be paid for at the Contract unit price, per ton, for the Item "3/4"-0" aggregate base".

Payment will be payment in full for furnishing and placing all Materials, and for furnishing all Equipment, labor, and Incidentals necessary to complete the Work as specified.

No separate or additional payment will be made for water used to obtain proper compaction and in the care of the Work.

## **PART 00700 – WEARING SURFACES**

### **SECTION 00730 – EMULSIFIED ASPHALT TACK COAT**

Comply with Section 00730 of the Standard Specifications, supplemented and /or modified as follows:

#### **Description**

**00730.00 Scope** - Replace this subsection, except for the subsection number and title, with the following:

This work consists of furnishing and placing emulsified asphalt tack coat on the existing asphalt surfaces at the bridge approaches.

#### **Measurement**

**00730.80 Measurement** - Replace this subsection, except for the subsection number and title, with the following:

The quantities of emulsified asphalt tack coat will not be measured on this project and is considered incidental to the work.

#### **Payment**

**00730.90 Payment** – Replace this subsection, except for the subsection number and title, with the following:

This item is considered incidental and no payment will be made for emulsified asphalt tack coat.

### **SECTION 00744 - ASPHALT CONCRETE PAVEMENT**

Comply with Section 00744 of the Standard Specifications, supplemented and /or modified as follows:

#### **Description**

**00744.00 Scope** – This work consists of constructing one course of Level 3, ½ Inch asphalt concrete mix (ACP), to a compacted thickness as shown, to the lines, grades and cross sections shown or established.

If a large paving project is running concurrently with this project, another mix level or density may be accepted by the Engineer.

### **Materials**

**00744.11(a) Asphalt Cement** - Replace this subsection, except for the subsection number and title, with the following:

Use PG 64-28 or PG 70-28 asphalt on this Project, unless an alternative is approved by Engineer.

### **Measurement**

**00744.80 Measurement** - Replace this subsection, except for the subsection number and title, with the following:

The quantities of ACP will be measured on the weight basis.

No deductions or additions will be made for asphalt cement, mineral filler, lime, anti-strip or any other additive used in the mixture.

### **Payment**

**00744.90 Payment** - Replace this subsection, except for the subsection number and title, with the following:

The accepted quantities of ACP incorporated into the Project, whether or not recycled materials are used, will be paid for at the Contract unit price, per ton, for the item "Level 3, 1/2 inch ACP"

Payment will be payment in full for furnishing and placing all materials, and for furnishing all equipment, labor, and incidentals necessary to complete the work as specified.

No separate or additional payment will be made for:

- Asphalt cement, mineral filler, lime and anti-stipping or other additives.
- Asphalt tack coat on existing asphalt surfaces.

# PART 00800 – PERMANENT TRAFFIC SAFETY AND GUIDANCE DEVICES

## SECTION 00810 – METAL GUARDRAIL

Comply with Section 00810 of the Standard Specifications, supplemented and /or modified as follows:

### Description

**00810.00 Scope** - Replace this subsection, except for the subsection number and title, with the following:

This Work consists of constructing metal guardrail to the lines and grades shown or established and includes the assembly and erection of all components, parts and materials complete at the locations shown or directed.

Metal guardrail will be referred to in this Section as "guardrail". The types of guardrail will be shown.

### Measurement

**00810.80 Measurement** - Replace this subsection, except for the subsection number and title, with the following:

Item	Unit of Measurement
Thrie Beam Guardrail Transition	Each
W3 Guardrail Flares	Each
Guardrail End Pieces	Each

## Payment

**00810.90 Payment** – Replace this subsection, except for the subsection number and title, with the following:

The accepted quantities of work performed under this Section will be paid for at the Contract unit price, per unit of measurement, for the following items:

<b>Pay Item</b>	<b>Unit of Measurement</b>
Thrie Beam Guardrail Transition	Each
W3 Guardrail Flares	Each
Guardrail End Pieces	Each

Payment will be payment in full for furnishing and placing all Materials, and furnishing all Equipment, labor and Incidentals necessary to complete the Work, as specified.

No separate or additional payment will be made for excavation and backfill.

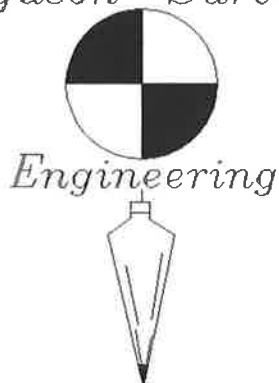


## SECTION II

### SCHEDULE OF ITEMS

**MORROW COUNTY  
KEENE BRIDGE & SNYDER BRIDGE WIDENING PROJECT  
MORROW COUNTY PUBLIC WORKS DEPARTMENT  
MORROW COUNTY, OREGON  
February, 2019**

*Ferguson Surveying*



*P.O. BOX 519, 210 E. MAIN  
MT. VERNON, OR 97865  
PHONE (541)932-4520  
FAX (541)932-4430  
EMAIL [dfse@oretelco.net](mailto:dfse@oretelco.net)*



## **SECTION II: SCHEDULE OF ITEMS**

Payment for work done under this contract will be made at the unit prices listed on the inserted sheets which follow, which are the identical unit prices as submitted by the Contractor. The quantities given are approximate only, and it is neither expressly nor by implication agreed that the actual amounts of work to be done and paid for will be in accord therewith.

**DO NOT FILL IN THE SCHEDULE OF ITEMS FOR BIDDING.**

## **PART 00200 – TEMPORARY FEATURES AND APPURTENANCES**

### **SECTION 00210 – MOBILIZATION**

Comply with Section 00210 of the Standard Specifications, supplemented and /or modified as follows:

#### **Measurement**

**00210.80 Measurement** – No measurement of quantities will be made for work performed under this Section.

#### **Payment**

**00210.90 Payment** – Replace this subsection, except for the subsection number and title, with the following:

Payment for mobilization will be made at the Contract lump sum amount for the item "Mobilization".

The amounts paid for mobilization in the Contract progress payment will be based on the percent of the original Contract amount that is earned from other Contract items, not including advances on materials, and as follows:

- When 5% is earned, either 50% of the amount for mobilization or 5% of the original Contract amount, whichever is the least.
- When 10% is earned, either 100% of mobilization or 10% of the original Contract amount, whichever is the least.
- When all work is completed, amount of mobilization exceeding 10% of the original Contract amount.

This schedule of mobilization progress payments will not limit or preclude progress payments otherwise provided by the Contract.

When the Contract Schedule of Items does not indicate payment for mobilization, no separate or additional payment will be made for mobilization. Payment will be included in payment made for the appropriate items under which this work is required.

## **SECTION 00220 – ACCOMMODATIONS FOR PUBLIC TRAFFIC**

Comply with Section 00220 of the Standard Specifications, supplemented and /or modified as follows:

Add this lead in to the beginning of this section:

Morrow County Public works department will be in charge of traffic control and closures for this project. The Contractor will maintain the closure area in the immediate vicinity of the work to allow for ingress and egress to the work.

## **SECTION 00290 – ENVIRONMENTAL PROTECTION**

Comply with Section 00290 of the Standard Specifications, supplemented and /or modified as follows:

**00290.30(b) Pollution Control Plan** – Replace this subsection, except for the subsection number and title, with the following:

Develop and submit a PCP to prevent pollution related to Contractor operations for approval 10 Calendar Days before the preconstruction conference. Maintain a copy of the PCP on-site at all times during construction activities, readily available to employees and inspectors. Ensure that all employees comply with the provisions of the PCP.

Include the following information in the PCP:

- A detailed plan of containment under around the structures to prevent debris and containments from entering the stream or stream bed, including provisions to ensure that no work is performed below the high water mark of the stream.
- Identify a professional on-call spill response team.
- Identify all Contractor activities, hazardous substances used and wastes generated.
- Describe how hazardous substances and wastes will be stored, used, contained, monitored, disposed of and documented. Include pollution prevention, spill response, waste reduction, dust prevention, off site tracking prevention, washout facility design, vehicle and Equipment fueling and maintenance procedures, employee training and emergency contact information.
- Include the waste determination results from 00290.20(c)(1). Provide reuse, recycle, and disposal options and the reasons for selecting those alternatives.
- Include or refer to the SPCC plan and the hazardous waste contingency plan, if required.

- Include scaled site plans showing locations for hazardous substance storage, spill response Equipment, communications Equipment and fire suppression Equipment.

### **Measurement**

**00290.80 Measurement** – No measurement of quantities will be made for work performed under this section.

### **Payment**

**00225.90 Payment** – Replace this subsection, except for the subsection number and title, with the following:

No payment will be made for work performed under this section.

## PART 00300 – ROADWORK

### SECTION 00310 – REMOVAL OF STRUCTURES AND OBSTRUCTIONS

Comply with Section 00310 of the Standard Specifications, supplemented and /or modified as follows:

#### Measurement

**00310.80 Measurement** – Replace this subsection, except for the subsection number and title, with the following:

The quantities of removal Work performed under this Section will be measured according to the Separate Item Basis. Under this method, the quantities of Work performed will be measured as follows:

- **Length and Area** – The length or area of the Structure or item actually removed, will be measured along the line and grade of the Structure or item for each continuous Structure or item removed. Measurement will be on the length or area basis, limited to the Neat Lines shown or directed. The length of asphalt Pavement cutting will be the length of the actual cut based on a depth of 6 inches. If the depth is greater than 6 inches, the length will be adjusted by converting to an equivalent number of feet on a proportionate-length basis.
- **Each** – Items will be measured on the unit basis by count of units removed.

#### Payment

**00310.90 Payment** – Replace this subsection, except for the subsection number and title, with the following:

The accepted quantities of Work done under this Section will be paid for at the separate item basis according to 00310.92.

Payment will be payment in full for furnishing all Equipment, labor, and Incidentals necessary to complete the Work as specified.

No separate or additional payment will be made for barriers used for temporary protection where guardrail, median rail, or concrete barriers have been removed.

No separate or additional payment will be made for protecting and maintaining milepost markers and reinstall them at their original location.

When the Contract Schedule of Items does not indicate payment for Work performed under this Section, no separate or additional payment will be made. Payment will be included in payment made for the appropriate items under which this Work is required.

**00310.92 Separate Item Basis** – Replace this subsection, except for the subsection number and title, with the following:

The accepted quantities of removal Work performed under this section will be paid for at the Contract unit price, per unit of measurement, for the following items:

<b>Pay Item</b>	<b>Unit of Measurement</b>
Asphalt Pavement Saw Cutting .....	Foot
Remove Existing Asphalt Wearing Surface.....	Square Yard

## **PART 00500 – BRIDGES**

### **SECTION 00501 – BRIDGE REMOVAL**

Comply with Section 00501 of the Standard Specifications, supplemented and /or modified as follows:

#### **Description**

**00501.00 Scope** – Replace this subsection, except for the subsection number and title, with the following:

This Work consists of removing and disposing of existing Bridge decks as shown or specified.

#### **Construction**

**00501.40 Removal and Disposal** – Perform removal and disposal Work according to Section 00290 and Section 00310.

#### **Measurement**

**00501.80 Measurement** – Replace this subsection, except for the subsection number and title, with the following:

Quantities for Bridge removal Work performed under this Section will be made on the area basis, per Square Foot.

No measurements will be made for the removal of existing railing or other appurtenances, and they will be considered incidental to the deck removal.

No measurement will be made for debris containment associated with this work.



## Payment

**00501.90 Payment** – Replace this subsection, except for the subsection number and title, with the following:

The accepted quantities of Bridge removal Work will be paid for at the Contract unit price, in square feet, for the item "Remove Existing Bridge Decking".

Payment will be payment in full for furnishing all Equipment, labor, and Incidentals necessary to complete the Work as specified.

No additional payment will be made for the removal of existing railing or other appurtenances, and they will be considered incidental to the deck removal.

No additional payment will be made for debris containment associated with this work.

## SECTION 00539 – CORRUGATED STEEL BRIDGE DECKING

Section 00539, which is not a Standard Specification, is included in the Project by Special Provision.

### Description

**00539.00 Scope** – This work consists of hauling and installing Agency supplied corrugated steel decking.

### Materials

**00539.10 Materials** – The Agency will supply the corrugated steel decking for this project. The contractor will haul the material to the project and install as shown or as directed.

Prior to loading and hauling the decking to the project site, The contractor will examine each section for defects. If defects are found, the contract will inform the Agency of such defects.

### Construction

**00539.40 General** – Prior to the installation of the Agency supplied decking, the Engineer shall inspect the existing structure and new beams members. Upon approval of the existing structure by the Engineer, The Contractor will install the decking as shown or as directed.

### **Measurement**

**00539.80 Measurement** – The quantities of Agency supplied corrugated steel will be measured as installed, in place, by the Square Yard.

No measurement will be made for clips, welds or other fasteners utilized to install decking.

Quantities of decking on the project site, not installed, will be returned to the Agency, at their direction, at no additional charge to the Agency.

### **Payment**

**00539.90 Payment** – The accepted quantities of Agency supplied corrugated steel decking will be paid for at the Contract unit price, per square yard, for the item “Install Agency Supplied Corrugated Steel Bridge Decking”

No separate or additional payment will be made for clips, welds or other fasteners utilized to install decking.

No separate or additional payment will be made for decking on the project site, not installed, or for the hauling of extra decking back to the Agency.

## **SECTION 00560 – STRUCTURAL STEEL BRIDGES**

Comply with Section 00560 of the Standard Specifications, supplemented and /or modified as follows:

### **Description**

**00560.00 Scope** – Replace this subsection, except for the subsection number and title, with the following:

This Work consists of furnishing, fabricating, and erecting steel Structures as shown or specified.

**00560.02 Prefabrication Conference** – Replace this subsection, except for the subsection number and title, with the following:

A prefabrication conference will not be held for this project. The steel fabricator will attend the pre-construction conference.

**00560.03 Working Drawings** – Add the following to the beginning of this section:

Unstamped working drawings will not be required for this project. If substantial changes to the design or materials are requested by the Contractor, The contractor shall submit unstamped working drawing in accordance with this section.

### **Materials**

**00560.10 Materials** – Replace this subsection, except for the subsection number and title, with the following:

Furnish structural plates, shapes, bars, and miscellaneous metals as shown, meeting the requirements of Section 02530 and Section 02560.

### **Shop Fabrication**

**00560.20 Notice of Work** – Replace this subsection, except for the subsection number and title, with the following:

No inspection of the production of steel for this project is anticipated.

Prior to fabrication of parts, the Contractor shall provide materials certifications to the Engineer for review.

### **Measurement**

**00560.80 Measurement** – Replace this subsection, except for the subsection number and title, with the following:

No measurement of quantities will be made for Work performed under this Section. The estimated weight of the W27x102 structural steel beams required for this project is 19,176 pounds. Incidental fasteners, bolts and washers will not be measured and are considered incidental.

## Payment

**00560.90 Payment** – Replace this subsection, except for the subsection number and title, with the following:

The accepted quantities of Work performed under this Section will be paid for at the Contract unit price, per pound, for the Item “Furnish & Install W27x102 Beams(Painted)”

Payment will be payment in full for furnishing and placing all Materials, and for furnishing all Equipment, labor, and Incidentals necessary to complete the Work as specified.

No separate or additional payment will be made for:

- bolts, studs or bearing devices made entirely of structural steel (such as rockers and hinges)
- fabricating, transporting and erecting the Structures
- furnishing, erecting, and removing falsework
- preparing and coating

## SECTION 00582 – BRIDGE BEARINGS

Comply with Section 00582 of the Standard Specifications, supplemented and /or modified as follows:

### Description

**00582.00 Scope** - Replace this subsection, except for the subsection number and title, with the following:

This Work consists of furnishing and installing elastomeric bridge bearing pads as shown, specified, or directed.

### Measurement

**00582.80 Measurement** – Replace this subsection, except for the subsection number and title, with the following:

Measurement for quantities of Work performed under this section will be measured on the unit basis, per each for elastomeric bearing pads.

## **Payment**

**00582.90 Payment** – Replace this subsection, except for the subsection number and title, with the following:

The accepted quantities of Work performed under this Section will be paid for at the Contract unit price, per each, for the Item “Bearing Pads”.

Payment will be payment in full for furnishing and placing all Materials, and for furnishing all Equipment, labor, and Incidentals necessary to complete the Work as specified.

## **SECTION 00583 – BRIDGE CONDUIT**

Comply with Section 00583 of the Standard Specifications, supplemented and /or modified as follows:

### **Description**

**00583.00 Scope** - Replace this subsection, except for the subsection number and title, with the following:

This work consists of furnishing and installing the 2” diameter galvanized steel conduit as shown in the project drawings.

### **Materials**

**00583.10 Materials** – Replace this subsection, except for the subsection number and title, with the following:

Furnish galvanized rigid metal conduit meeting the requirements of Section 02920.10.

Furnish Conduit fittings meeting the requirements of Section 2920.112

Furnish other materials as shown on the project drawings. Substitutions of materials may be allowed upon approval by the Engineer.

## **Construction**

**00583.40 General** – Replace this subsection, except for the subsection number and title, with the following:

Install conduit as shown. Place hangers on the web of the post support as shown to achieve a straight line, both horizontally and vertically, along the entire length of the structure.

Install conduit expansion devices as directed. Consult with utility company to make the connections to existing conduits at each end of the structure.

## **Measurement**

**00583.80 Measurement** – Replace this subsection, except for the subsection number and title, with the following:

Measurement for quantities of Work performed under this section will be measured by the linear foot of conduit installed.

Hangers, fittings, conduit expansion devices and other miscellaneous items required to complete the work will not be measured and are considered incidental.

## **Payment**

**00583.90 Payment** – Replace this subsection, except for the subsection number and title, with the following:

The accepted quantities of Work performed under this Section will be paid for at the Contract unit price, per foot, for the Item “ 2” dia. Electrical Conduit”.

Payment will be payment in full for furnishing and placing all Materials, and for furnishing all Equipment, labor, and Incidentals necessary to complete the Work as specified.

No separate or additional payment will be made for hangers, fittings, conduit expansion devices and other miscellaneous items required to complete the work.

## SECTION 00587 – BRIDGE RAILS

Comply with Section 00587 of the Standard Specifications, supplemented and /or modified as follows:

### Description

**00587.00 Scope** - Replace this subsection, except for the subsection number and title, with the following:

This Work consists of constructing bridge rails of the Material or combination of Materials shown or specified.

### Measurement

**00587.80 Measurement** – Replace this subsection, except for the subsection number and title, with the following:

Measurement for quantities of Work performed under this section will be measured by the linear foot of bridge rail installed.

### Payment

**00587.90 Payment** – Replace this subsection, except for the subsection number and title, with the following:

The accepted quantities of Work performed under this Section will be paid for at the Contract unit price, per foot, for the Item “Thrie Beam Bridge Rail”.

Payment will be payment in full for furnishing and placing all Materials, and for furnishing all Equipment, labor, and Incidentals necessary to complete the Work as specified.

## PART 00600 – BASES

### SECTION 00640 – AGGREGATE BASE AND SHOULDERS

Comply with Section 00640 of the Standard Specifications, supplemented and /or modified as follows:

#### Description

**00640.00 Scope** - Replace this subsection, except for the subsection number and title, with the following:

This work consists of furnishing and placing 3/4"-0" aggregate base at the bridge approaches and guardrail flares as shown or as directed.

#### Materials

**00640.10 Materials** – Replace this subsection, except for the subsection number and title, with the following:

Furnish well graded 3/4"-0" aggregate base.

#### Measurement

**00640.80 Measurement** – The quantities of Aggregate will be measured on the weight basis, in the hauling vehicle.

#### Payment

**00640.90 Payment** – Replace this subsection, except for the subsection number and title, with the following:

The accepted quantities of Aggregates will be paid for at the Contract unit price, per ton, for the Item "3/4"-0" aggregate base".

Payment will be payment in full for furnishing and placing all Materials, and for furnishing all Equipment, labor, and Incidentals necessary to complete the Work as specified.

No separate or additional payment will be made for water used to obtain proper compaction and in the care of the Work.



## PART 00700 – WEARING SURFACES

### SECTION 00730 – EMULSIFIED ASPHALT TACK COAT

Comply with Section 00730 of the Standard Specifications, supplemented and /or modified as follows:

#### Description

**00730.00 Scope** - Replace this subsection, except for the subsection number and title, with the following:

This work consists of furnishing and placing emulsified asphalt tack coat on the existing asphalt surfaces at the bridge approaches.

#### Measurement

**00730.80 Measurement** - Replace this subsection, except for the subsection number and title, with the following:

The quantities of emulsified asphalt tack coat will not be measured on this project and is considered incidental to the work.

#### Payment

**00730.90 Payment** – Replace this subsection, except for the subsection number and title, with the following:

This item is considered incidental and no payment will be made for emulsified asphalt tack coat.

### SECTION 00744 - ASPHALT CONCRETE PAVEMENT

Comply with Section 00744 of the Standard Specifications, supplemented and /or modified as follows:

#### Description

**00744.00 Scope** – This work consists of constructing one course of Level 3, ½ Inch asphalt concrete mix (ACP), to a compacted thickness as shown, to the lines, grades and cross sections shown or established.

If a large paving project is running concurrently with this project, another mix level or density may be accepted by the Engineer.

### **Materials**

**00744.11(a) Asphalt Cement** - Replace this subsection, except for the subsection number and title, with the following:

Use PG 64-28 or PG 70-28 asphalt on this Project, unless an alternative is approved by Engineer.

### **Measurement**

**00744.80 Measurement** - Replace this subsection, except for the subsection number and title, with the following:

The quantities of ACP will be measured on the weight basis.

No deductions or additions will be made for asphalt cement, mineral filler, lime, anti-strip or any other additive used in the mixture.

### **Payment**

**00744.90 Payment** - Replace this subsection, except for the subsection number and title, with the following:

The accepted quantities of ACP incorporated into the Project, whether or not recycled materials are used, will be paid for at the Contract unit price, per ton, for the item "Level 3, 1/2 inch ACP"

Payment will be payment in full for furnishing and placing all materials, and for furnishing all equipment, labor, and incidentals necessary to complete the work as specified.

No separate or additional payment will be made for:

- Asphalt cement, mineral filler, lime and anti-stipping or other additives.
- Asphalt tack coat on existing asphalt surfaces.

# PART 00800 – PERMANENT TRAFFIC SAFETY AND GUIDANCE DEVICES

## SECTION 00810 – METAL GUARDRAIL

Comply with Section 00810 of the Standard Specifications, supplemented and /or modified as follows:

### Description

**00810.00 Scope** - Replace this subsection, except for the subsection number and title, with the following:

This Work consists of constructing metal guardrail to the lines and grades shown or established and includes the assembly and erection of all components, parts and materials complete at the locations shown or directed.

Metal guardrail will be referred to in this Section as "guardrail". The types of guardrail will be shown.

### Measurement

**00810.80 Measurement** - Replace this subsection, except for the subsection number and title, with the following:

Item	Unit of Measurement
Thrie Beam Guardrail Transition	Each
W3 Guardrail Flares	Each
Guardrail End Pieces	Each

## Payment

**00810.90 Payment** – Replace this subsection, except for the subsection number and title, with the following:

The accepted quantities of work performed under this Section will be paid for at the Contract unit price, per unit of measurement, for the following items:

<b>Pay Item</b>	<b>Unit of Measurement</b>
Thrie Beam Guardrail Transition	Each
W3 Guardrail Flares	Each
Guardrail End Pieces	Each

Payment will be payment in full for furnishing and placing all Materials, and furnishing all Equipment, labor and Incidentals necessary to complete the Work, as specified.

No separate or additional payment will be made for excavation and backfill.

**SCHEDULE OF ITEMS**  
**For**  
**MORROW COUNTY**  
**KEENE BRIDGE & SNYDER BRIDGE WIDENING PROJECT**  
**MORROW COUNTY PUBLIC WORKS DEPARTMENT**  
**MORROW COUNTY, OREGON**  
**February, 2019**

ITEM NO.	ITEM DESCRIPTION	UNIT OF MEASURE	QUANTITY	UNIT PRICE	TOTAL COST
1-210	Mobilization	Lump Sum	1	\$ 21,725.93	\$ 21,725.93
2-310	Asphalt Pavement Sawcutting	Foot	100	\$ 5.00	\$ 500.00
3-310	Remove Existing Asphalt Wearing Surface	Sq. Yd.	202	\$ 8.00	\$ 1,616.00
4-501	Remove Existing Bridge Decking	Sq. Ft.	1810	\$ 20.67	\$ 37,412.70
5-539	Install Agency supplied Corrugated Bridge Decking	Sq. Yd.	245	\$ 62.82	\$ 15,390.90
6-560	Furnish & Install W27x102 Beams (Painted)	Pound	24420	\$ 2.80	\$ 68,376.00
7-582	Bearing Pads	Each	8	\$ 250.00	\$ 2,000.00
8-583	2"dia Electrical Conduit	Foot	100	\$ 25.35	\$ 2,535.00
9-587	Thrie Beam Bridge Rail	Foot	163	\$ 107.54	\$ 17,529.02
10-640	3/4"-0 Aggregate Base	Ton	10	\$ 125.00	\$ 1,250.00
11-744	Level 3, 1/2 inch ACP	Ton	70	\$ 190.00	\$ 13,300.00
12-810	Thrie Beam Guardrail Transition	Each	8	\$ 665.00	\$ 5,320.00
13-810	W3 Guardrail Flares	Each	8	\$ 3,500.00	\$ 28,000.00
14-810	Guardrail End Pieces	Each	8	\$ 75.00	\$ 600.00

TOTAL BID AMOUNT **\$215,555.55**

By signing below, I certify that the above **SCHEDULE OF ITEMS** contains the exact figures and totals as the bid submitted for this project.

By:   
Signature

Company Name: **Marcum & Sons LLC**

Print Name: **Brian Marcum**

Mailing Address: **5591 NW Zamia Ave.**  
**Redmond, OR 97756**

Title: **President**

Telephone: **541-699-6735**

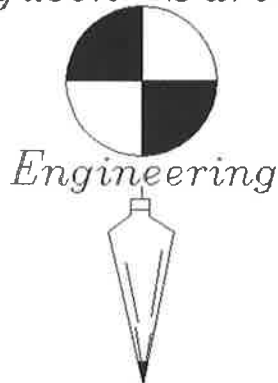
Oregon CCB # 

**SECTION III**

**CONTRACT**

**MORROW COUNTY  
KEENE BRIDGE & SNYDER BRIDGE WIDENING PROJECT  
MORROW COUNTY PUBLIC WORKS DEPARTMENT  
MORROW COUNTY, OREGON  
February, 2019**

*Ferguson Surveying*



*P.O. BOX 519, 210 E. MAIN  
MT. VERNON, OR 97865  
PHONE (541)932-4520  
FAX (541)932-4430  
EMAIL [dfse@oretelco.net](mailto:dfse@oretelco.net)*



**CONTRACT  
FOR  
MORROW COUNTY  
KEENE BRIDGE & SNYDER BRIDGE WIDENING PROJECT  
MORROW COUNTY PUBLIC WORKS DEPARTMENT  
MORROW COUNTY, OREGON  
February, 2019**

THIS CONTRACT, made and entered into in duplicate, this 28<sup>th</sup> day of February, 2019 by and between MORROW COUNTY, by and through THE MORROW COUNTY PUBLIC WORKS DEPARTMENT, hereinafter called "Agency" and MARCUM & SONS, LLC., hereinafter called "Contractor".



**WITNESSETH:**

That the said Contractor, in consideration of the sums to be paid by the Agency in the manner and at the time herein provided, and in consideration of the other covenants and agreements herein contained, hereby agrees to perform and complete the work herein described and provided for and to furnish all necessary machinery, tools, apparatus, equipment, supplies, materials and labor and do all things in accordance with the applicable Plans, the applicable Standard Specifications, the Special Provisions bound herewith, and in accordance with such alterations or modifications of the same as may be made by the Agency, and according to such directions as may from time to time be made or given by the Engineer under the authority of the Agency.

That the applicable Plans, the applicable Standard Specifications, the Special Provisions bound herewith and the schedule of contract prices bound herewith are hereby specifically referred to and by this reference made a part hereof, and shall by such reference have the same force and effect as though all of the same were fully written or inserted herein.

That the Contractor shall faithfully complete and perform all the obligation of this contract, and in particular shall promptly, as due, make payment of all just debts, dues, demands and obligations incurred in the performance of said contract; and shall not permit any lien or claim to be filed or prosecuted against the Agency. It is expressly understood that this contract in all things shall be governed by the laws of the State of Oregon.

In consideration of the faithful performance of all of the obligations, both general and special, herein set out, and in consideration of the faithful performance of the work as set forth in this contract, the applicable Plans, Standard Specifications, Special Provisions, schedule of contract prices, and all general and detailed specifications and plans which are a part hereof, and in accordance with the directions of the Engineer, to his satisfaction, the Agency agrees to pay to the said Contractor the amount earned, as determined from the actual quantities of work performed and the prices and other basis of payment specified, taking into consideration any amounts that



may be deductible under the terms of the contract, and to make such payments in the manner and at the times provided in the applicable Standard Specifications or Special Provisions.

The Contractor agrees to complete the work within the time specified herein and to accept as full payment hereunder the amounts completed as determined by the contract documents.

The Contractor agrees to indemnify and save harmless the Agency from any and all defects appearing or developing in the materials furnished and the workmanship performed under this contract for a period of one year after the date of final acceptance of the contract work by the Agency.

The provisions contained in these Contract Documents relating to prevailing wage rates are made a part of this Contract as completely as if the same were fully set forth herein. It is agreed the time limit for completion of the Contract, will be sixty calendar days from the date specified on the Notice To Proceed.

In the event that the Contractor shall fail to complete the work within the time limit or the extended time limit agreed upon, as more particularly set forth in the Contract Documents, Liquidated Damages shall be paid at the rate as specified in Section 00180 of the Special Provisions part of the Contract.



**MORROW COUNTY**

**CONTRACTOR**

By: \_\_\_\_\_  
Jim Doherty, Chair  
Morrow County Board of Commissioners

By: \_\_\_\_\_  
Brian Marcum

Title: President

By: \_\_\_\_\_  
Melissa Lindsay, Vice-Chair  
Morrow County Board of Commissioners

By: \_\_\_\_\_  
Don Russell, Commissioner  
Morrow County Board of Commissioners

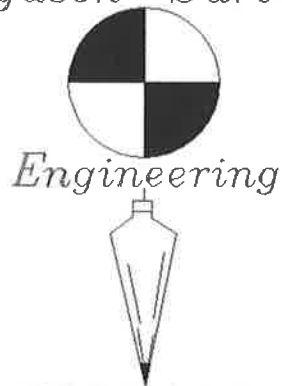
IN WITNESS WHEREOF, The parties hereto have subscribed their names and affixed their respective official seals as of the date first above written.

## SECTION IV

### CONSTRUCTION PERFORMANCE BOND

**MORROW COUNTY  
KEENE BRIDGE & SNYDER BRIDGE WIDENING PROJECT  
MORROW COUNTY PUBLIC WORKS DEPARTMENT  
MORROW COUNTY, OREGON  
February, 2019**

*Ferguson Surveying*



*P.O. BOX 519, 210 E. MAIN  
MT. VERNON, OR 97865  
PHONE (541)932-4520  
FAX (541)932-4430  
EMAIL [dfse@oretelco.net](mailto:dfse@oretelco.net)*



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**CONSTRUCTION PERFORMANCE BOND  
FOR  
MORROW COUNTY  
KEENE BRIDGE & SNYDER BRIDGE WIDENING PROJECT  
MORROW COUNTY PUBLIC WORKS DEPARTMENT  
MORROW COUNTY, OREGON  
February, 2019**

KNOW ALL MEN BY THESE PRESENTS: That we Marcum & Sons, LLC, herein after called the **PRINCIPAL**, and North American Specialty Insurance Company as surety, are jointly and severally held and bound unto **MORROW COUNTY** by and through the **MORROW COUNTY PUBLIC WORKS DEPARTMENT** for the sum of Two hundred fifteen thousand, five hundred fifty five dollars, 55 cents (\$ 215,555.55) for the payment of which we jointly and severally bind ourselves, our heirs, executors, administrators and assigns or successors and assigns, firmly by these present.

THE CONDITION OF THIS BOND IS SUCH


That, whereas the said principal herein has made and entered into a certain contract, a copy of which is attached hereto, with **MORROW COUNTY**, by and through the **MORROW COUNTY PUBLIC WORKS DEPARTMENT**, which contract, together with the applicable Plans, Standard Specifications, Special Provisions, and Schedule of Contract Prices, is by this reference made a part hereof, whereby the said principal agrees to do in accordance with the certain terms conditions, requirements, plans and specifications which set out in said contract and all authorized modifications of the contract which increase the amount of the work and the amount of contract. Notices to the surety of any of the immediately foregoing are waived.

NOW, THEREFORE, if the principal herein shall faithfully and truly observe and comply with the terms, conditions and provisions of the said contract, in all respects, and shall well and truly and fully do and perform all matters and things by him undertaken to be performed under said contract, upon the terms set forth therein, and within the time prescribed therein, or as extended as provided in the contract, and shall indemnify and save harmless the **MORROW COUNTY**, and members thereof, its officers, employees, and agents, against any direct or indirect damages of every kind and description that shall be suffered or claimed to be suffered in connection with or arising out of the performance of the said contract by the said Contractor or his subcontractors and shall in all respects perform said contract according to law, then this obligation is to be void, otherwise to remain in full force and effect.

Nonpayment of the bond premium will not invalidate the bond nor shall **MORROW COUNTY** be obligated for the payment thereof.

Witness our hands this 21st day of February, 2019

Principal Marcum & Sons, LLC

By   
Authorized Official Signature

By \_\_\_\_\_  
Authorized Official Signature

Principal \_\_\_\_\_

By \_\_\_\_\_  
Authorized Official Signature

By \_\_\_\_\_  
Authorized Official Signature

North American Specialty Insurance Company  
Surety

By   
Attorney in Fact Ty Moffett  
(A Power of Attorney for the Attorney in Fact must be attached to this bond)


By   
Agent Ty Moffett



Nonpayment of the bond premium will not invalidate this bond nor shall **MORROW COUNTY**, be obligated for the payment thereof.

Witness our hands this 21st day of February, 2019

Principal Marcum & Sons, LLC

By  \_\_\_\_\_  
Authorized Official Signature

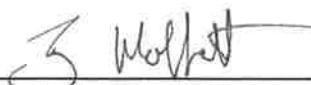
By \_\_\_\_\_  
Authorized Official Signature

Principal \_\_\_\_\_

By \_\_\_\_\_  
Authorized Official Signature

By \_\_\_\_\_  
Authorized Official Signature

North American Specialty Insurance Company  
Surety

By  \_\_\_\_\_  
Attorney in Fact Ty Moffett  
*(A Power of Attorney for the Attorney in Fact must be attached to this bond)*

By  \_\_\_\_\_  
Agent Ty Moffett

SWISS RE CORPORATE SOLUTIONS

NORTH AMERICAN SPECIALTY INSURANCE COMPANY
WASHINGTON INTERNATIONAL INSURANCE COMPANY

GENERAL POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS, THAT North American Specialty Insurance Company, a corporation duly organized and existing under laws of the State of New Hampshire, and having its principal office in the City of Overland Park, Kansas, and Washington International Insurance Company, a corporation organized and existing under the laws of the State of New Hampshire and having its principal office in the City of Overland Park, Kansas, each does hereby make, constitute and appoint:

A. G. SADOWSKI, KATHLEEN M. SADOWSKI, DEREK A. SADOWSKI, and TY MOFFETT

JOINTLY OR SEVERALLY

Its true and lawful Attorney(s)-in-Fact, to make, execute, seal and deliver, for and on its behalf and as its act and deed, bonds or other writings obligatory in the nature of a bond on behalf of each of said Companies, as surety, on contracts of suretyship as are or may be required or permitted by law, regulation, contract or otherwise, provided that no bond or undertaking or contract or suretyship executed under this authority shall exceed the amount of: FIFTY MILLION (\$50,000,000.00) DOLLARS

This Power of Attorney is granted and is signed by facsimile under and by the authority of the following Resolutions adopted by the Boards of Directors of both North American Specialty Insurance Company and Washington International Insurance Company at meetings duly called and held on the 9th of May, 2012:

RESOLVED, that any two of the Presidents, any Managing Director, any Senior Vice President, any Vice President, any Assistant Vice President, the Secretary or any Assistant Secretary be, and each or any of them hereby is authorized to execute a Power of Attorney qualifying the attorney named in the given Power of Attorney to execute on behalf of the Company bonds, undertakings and all contracts of surety, and that each or any of them hereby is authorized to attest to the execution of any such Power of Attorney and to attach therein the seal of the Company; and it is

FURTHER RESOLVED, that the signature of such officers and the seal of the Company may be affixed to any such Power of Attorney or to any certificate relating thereto by facsimile, and any such Power of Attorney or certificate bearing such facsimile signatures or facsimile seal shall be binding upon the Company when so affixed and in the future with regard to any bond, undertaking or contract of surety to which it is attached.



By Steven P. Anderson, Senior Vice President of Washington International Insurance Company & Senior Vice President of North American Specialty Insurance Company



By Michael A. Ito, Senior Vice President of Washington International Insurance Company & Senior Vice President of North American Specialty Insurance Company

IN WITNESS WHEREOF, North American Specialty Insurance Company and Washington International Insurance Company have caused their official seals to be hereunto affixed, and these presents to be signed by their authorized officers this 8th day of FEBRUARY, 2018.

North American Specialty Insurance Company
Washington International Insurance Company

State of Illinois
County of Cook ss:

On this 8th day of FEBRUARY, 2018, before me, a Notary Public personally appeared Steven P. Anderson, Senior Vice President of Washington International Insurance Company and Senior Vice President of North American Specialty Insurance Company and Michael A. Ito, Senior Vice President of Washington International Insurance Company and Senior Vice President of North American Specialty Insurance Company, personally known to me, who being by me duly sworn, acknowledged that they signed the above Power of Attorney as officers of and acknowledged said instrument to be the voluntary act and deed of their respective companies.



M. Kenny, Notary Public

I, Jeffrey Goldberg, the duly elected Assistant Secretary of North American Specialty Insurance Company and Washington International Insurance Company, do hereby certify that the above and foregoing is a true and correct copy of a Power of Attorney given by said North American Specialty Insurance Company and Washington International Insurance Company, which is still in full force and effect.

IN WITNESS WHEREOF, I have set my hand and affixed the seals of the Companies this 21st day of February, 2019.

Signature of Jeffrey Goldberg

Jeffrey Goldberg, Vice President & Assistant Secretary of Washington International Insurance Company & North American Specialty Insurance Company

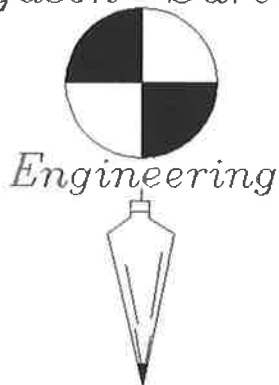


## SECTION V

### CONSTRUCTION PAYMENT BOND

**MORROW COUNTY  
KEENE BRIDGE & SNYDER BRIDGE WIDENING PROJECT  
MORROW COUNTY PUBLIC WORKS DEPARTMENT  
MORROW COUNTY, OREGON  
February, 2019**

*Ferguson Surveying*



P.O. BOX 519, 210 E. MAIN  
MT. VERNON, OR 97865  
PHONE (541)932-4520  
FAX (541)932-4430  
EMAIL [dfse@oretelco.net](mailto:dfse@oretelco.net)



**CONSTRUCTION PAYMENT BOND**  
**FOR**  
**MORROW COUNTY**  
**KEENE BRIDGE & SNYDER BRIDGE WIDENING PROJECT**  
**MORROW COUNTY PUBLIC WORKS DEPARTMENT**  
**MORROW COUNTY, OREGON**  
**February, 2019**

KNOW ALL MEN BY THESE PRESENTS: That we Marcum & Sons, LLC, herein after called the **PRINCIPAL**, and North American Specialty Insurance Company as surety, are jointly and severally held and bound unto **MORROW COUNTY** by and through the **MORROW COUNTY PUBLIC WORKS DEPARTMENT** for the sum of Two hundred fifteen thousand, five hundred fifty five dollars, 55 cents (\$ 215,555.55) for the payment of which we jointly and severally bind ourselves, our heirs, executors, administrators and assigns or successors and assigns, firmly by these present.

THE CONDITION OF THIS BOND IS SUCH

That, whereas the said principal herein has made and entered into a certain contract, a copy of which is attached hereto, with **MORROW COUNTY**, by and through the **MORROW COUNTY PUBLIC WORKS DEPARTMENT**, which contract, together with the applicable Plans, Standard Specifications, Special Provisions, and schedule of contract prices, is by this reference made a part hereof, whereby the said principal agrees to do in accordance with the certain terms conditions, requirements, plans and specifications which set out in said contract and authorized modifications of the contract which increase the amount of the work and the amount of contract. Notices to the surety of any of the immediately foregoing are waived.

NOW, THEREFORE, if the principal herein shall make payment promptly, as due to all subcontractors and to all persons supplying to the Contractor or his subcontractors, equipment, supplies, labor or materials for the prosecution of the work, or any part thereof, provided for in said contract, and shall pay all contribution of amounts due its workers compensation carrier and the State Unemployment Compensation Trust Fund from such Contractor or Subcontractors incurred in the performance of said contract, and pay all sums of money withheld from the Contractor's employees and payable to the Revenue Department, and shall pay all other just debts, dues and demands incurred in the performance of the said contract and shall pay **MORROW COUNTY**, such damages as may accrue to the County under said contract, then this obligation is to be void, otherwise to remain in full force and effect.

Nonpayment of the bond premium will not invalidate this bond nor shall **MORROW COUNTY**, be obligated for the payment thereof.

Witness our hands this 21st day of February, 2019

Principal Marcum & Sons, LLC

By  \_\_\_\_\_  
Authorized Official Signature

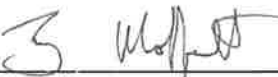
By \_\_\_\_\_  
Authorized Official Signature

Principal \_\_\_\_\_

By \_\_\_\_\_  
Authorized Official Signature

By \_\_\_\_\_  
Authorized Official Signature

North American Specialty Insurance Company  
Surety

By  \_\_\_\_\_  
Attorney in Fact Ty Moffett  
*(A Power of Attorney for the Attorney in Fact must be attached to this bond)*

By  \_\_\_\_\_  
Agent Ty Moffett

**CONSTRUCTION PERFORMANCE BOND  
FOR  
MORROW COUNTY  
KEENE BRIDGE & SNYDER BRIDGE WIDENING PROJECT  
MORROW COUNTY PUBLIC WORKS DEPARTMENT  
MORROW COUNTY, OREGON  
February, 2019**

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NOW, THEREFORE, if the principal herein shall faithfully and truly observe and comply with the terms, conditions and provisions of the said contract, in all respects, and shall well and truly and fully do and perform all matters and things by him undertaken to be performed under said contract, upon the terms set forth therein, and within the time prescribed therein, or as extended as provided in the contract, and shall indemnify and save harmless the **MORROW COUNTY**, and members thereof, its officers, employees, and agents, against any direct or indirect damages of every kind and description that shall be suffered or claimed to be suffered in connection with or arising out of the performance of the said contract by the said Contractor or his subcontractors and shall in all respects perform said contract according to law, then this obligation is to be void, otherwise to remain in full force and effect.

Nonpayment of the bond premium will not invalidate the bond nor shall **MORROW COUNTY** be obligated for the payment thereof.

Witness our hands this 21st day of February, 2019

Principal Marcum & Sons, LLC

By   
Authorized Official Signature

By \_\_\_\_\_  
Authorized Official Signature


Principal \_\_\_\_\_

By \_\_\_\_\_  
Authorized Official Signature

By \_\_\_\_\_  
Authorized Official Signature

North American Specialty Insurance Company  
Surety

By   
Attorney in Fact Ty Moffett  
*(A Power of Attorney for the Attorney in Fact must be attached to this bond)*

By   
Agent Ty Moffett

SWISS RE CORPORATE SOLUTIONS

NORTH AMERICAN SPECIALTY INSURANCE COMPANY
WASHINGTON INTERNATIONAL INSURANCE COMPANY

GENERAL POWER OF ATTORNEY

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A. G. SADOWSKI, KATHLEEN M. SADOWSKI, DEREK A. SADOWSKI, and TY MOFFETT

JOINTLY OR SEVERALLY

Its true and lawful Attorney(s)-in-Fact, to make, execute, seal and deliver, for and on its behalf and as its act and deed, bonds or other writings obligatory in the nature of a bond on behalf of each of said Companies, as surety, on contracts of suretyship as are or may be required or permitted by law, regulation, contract or otherwise, provided that no bond or undertaking or contract or suretyship executed under this authority shall exceed the amount of: FIFTY MILLION (\$50,000,000.00) DOLLARS

This Power of Attorney is granted and is signed by facsimile under and by the authority of the following Resolutions adopted by the Boards of Directors of both North American Specialty Insurance Company and Washington International Insurance Company at meetings duly called and held on the 9th of May, 2012:

RESOLVED, that any two of the Presidents, any Managing Director, any Senior Vice President, any Vice President, any Assistant Vice President, the Secretary or any Assistant Secretary be, and each or any of them hereby is authorized to execute a Power of Attorney qualifying the attorney named in the given Power of Attorney to execute on behalf of the Company bonds, undertakings and all contracts of surety, and that each or any of them hereby is authorized to attest to the execution of any such Power of Attorney and to attach therein the seal of the Company; and it is

FURTHER RESOLVED, that the signature of such officers and the seal of the Company may be affixed to any such Power of Attorney or to any certificate relating thereto by facsimile, and any such Power of Attorney or certificate bearing such facsimile signatures or facsimile seal shall be binding upon the Company when so affixed and in the future with regard to any bond, undertaking or contract of surety to which it is attached.



By Steven P. Anderson, Senior Vice President of Washington International Insurance Company & Senior Vice President of North American Specialty Insurance Company



By Michael A. Ito, Senior Vice President of Washington International Insurance Company & Senior Vice President of North American Specialty Insurance Company

IN WITNESS WHEREOF, North American Specialty Insurance Company and Washington International Insurance Company have caused their official seals to be hereunto affixed, and these presents to be signed by their authorized officers this 8th day of FEBRUARY, 2018.

North American Specialty Insurance Company
Washington International Insurance Company

State of Illinois
County of Cook ss:

On this 8th day of FEBRUARY, 2018, before me, a Notary Public personally appeared Steven P. Anderson, Senior Vice President of Washington International Insurance Company and Senior Vice President of North American Specialty Insurance Company and Michael A. Ito, Senior Vice President of Washington International Insurance Company and Senior Vice President of North American Specialty Insurance Company, personally known to me, who being by me duly sworn, acknowledged that they signed the above Power of Attorney as officers of and acknowledged said instrument to be the voluntary act and deed of their respective companies.



M. Kenny, Notary Public

I, Jeffrey Goldberg, the duly elected Assistant Secretary of North American Specialty Insurance Company and Washington International Insurance Company, do hereby certify that the above and foregoing is a true and correct copy of a Power of Attorney given by said North American Specialty Insurance Company and Washington International Insurance Company, which is still in full force and effect.

IN WITNESS WHEREOF, I have set my hand and affixed the seals of the Companies this 21st day of February, 2019.

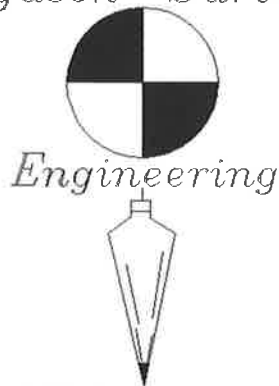
Jeffrey Goldberg, Vice President & Assistant Secretary of Washington International Insurance Company & North American Specialty Insurance Company

## SECTION VI

### CERTIFICATION OF WORKER'S COMPENSATION COVERAGE

**MORROW COUNTY  
KEENE BRIDGE & SNYDER BRIDGE WIDENING PROJECT  
MORROW COUNTY PUBLIC WORKS DEPARTMENT  
MORROW COUNTY, OREGON  
February, 2019**

*Ferguson Surveying*



P.O. BOX 519, 210 E. MAIN  
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EMAIL [dfse@oretelco.net](mailto:dfse@oretelco.net)



**MORROW COUNTY  
KEENE BRIDGE & SNYDER BRIDGE WIDENING PROJECT  
MORROW COUNTY PUBLIC WORKS DEPARTMENT  
MORROW COUNTY, OREGON  
February, 2019**

**CERTIFICATION OF WORKERS COMPENSATION COVERAGE**

The Contractor, for the purposes of this contract, hereby certifies that it is currently providing Oregon Workers, Compensation coverage for all its employees and will maintain coverage throughout the course of the project through one of the following methods:

1. "Carrier-Insured Employer" (State accident Insurance Fund Corp. or other authorized insurer.)

Insurance Company Name SAIF Corporation

ID/Policy Number  \_\_\_\_\_

2. "Self-Insured Employer" (Certified by the Workers' Compensation Division)

ID number as assigned by the  
Workers Compensation Division \_\_\_\_\_

3. I am an independent contractor and will perform all work under this contract without the assistance of others.

In the event of cancellation or change in the information above, Contractor certifies that it will immediately notify the MORROW COUNTY of said cancellation or change and will obtain alternative coverage.

Dated 2-28 2019

  
\_\_\_\_\_  
(Contractor's Signature)

**REMINDER – ADDITIONAL INFORMATION NEEDED**

Has your insurance carrier filed with Oregon Workers' Compensation Division a guaranty contract as proof of coverage for your employees in Oregon?

For filing information, contact the Workers' Compensation Division at Labor and Industries Building: Salem, OR 97310; Phone (503) 947-7810

***Certification of Workers  
Compensation Coverage***

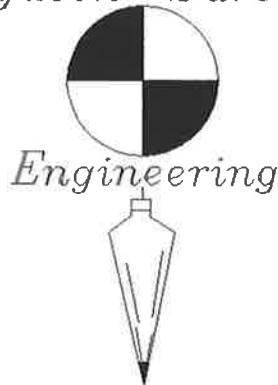


# SECTION VII

## BOLI Prevailing Wage Rates

**MORROW COUNTY  
KEENE BRIDGE & SNYDER BRIDGE WIDENING PROJECT  
MORROW COUNTY PUBLIC WORKS DEPARTMENT  
MORROW COUNTY, OREGON  
February, 2019**

*Ferguson Surveying*



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PHONE (541)932-4520  
FAX (541)932-4430  
EMAIL [dfse@oretelco.net](mailto:dfse@oretelco.net)



The Prevailing Wage Rates for this project, effective January 1, 2019, are available at The Oregon Bureau of Labor and Industries web site:

<https://www.oregon.gov/boli/WHD/PWR/Pages/index.aspx>

or by contacting The Oregon Bureau of Labor and Industries, 800 NE Oregon St., Suite 1045 Portland OR 97232-2180 Telephone (971) 673-0761 TDD (971) 673-0766.



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

3/4/2019

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

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

PRODUCER AG Sadowski Company 1605 Liberty Street S.E.  Salem OR 97302	CONTACT NAME: Nick Rusow
	PHONE (A/C, No, Ext): (503) 362-2711 FAX (A/C, No): (866) 581-6327
	E-MAIL ADDRESS: nick@agsadowski.com
	INSURER(S) AFFORDING COVERAGE NAIC #
	INSURER A: BITCO General Insurance Corporation 20095
	INSURER B: SAIF Corporation 36196
	INSURER C: Western World Insurance Company 13196
	INSURER D:
	INSURER E:
	INSURER F:

**COVERAGES CERTIFICATE NUMBER: 2019-20 PROJECTS REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	X		[REDACTED]	9/2019	2/9/2020	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS			[REDACTED]	2/9/2019	2/9/2020	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 10,000			[REDACTED]	2/9/2019	2/9/2020	EACH OCCURRENCE \$ 1,000,000 AGGREGATE \$ 1,000,000
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	[REDACTED]	2/1/2019	2/1/2020	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 500,000 E.L. DISEASE - EA EMPLOYEE \$ 500,000 E.L. DISEASE - POLICY LIMIT \$ 500,000
C	EXCESS LIABILITY			[REDACTED]	2/9/2019	2/9/2020	OCCURRENCE \$ 3,000,000 AGGREGATE \$ 3,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

RE: Keen Bridge & Snyder Bridge Widening Project

Certificate Holder and all required entites are Additional Insured when required by written contract and per the terms/conditions of the above listed policies. Endorsements attached: GL-3086 (09/11); A-2931 (11/99); and CA 04 44 10 13.

**CERTIFICATE HOLDER****CANCELLATION**

Morrow County Public Works 365 W. Highway 74 Lexington, OR 97839	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE  Nicholas Rusow/NICK

© 1988-2014 ACORD CORPORATION. All rights reserved.

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

**TRANSPORTATION CONTRACTORS EXTENDED  
LIABILITY COVERAGE**

This endorsement modifies insurance provided under the following:

**COMMERCIAL GENERAL LIABILITY COVERAGE FORM**

It is agreed that the provisions listed below apply only upon the entry of an  in the box next to the caption of such provision.

- |  |   |
|--|---|
| A. <input checked="" type="checkbox"/> Partnership and Joint Venture Extension                                   | N. <input checked="" type="checkbox"/> Construction Project General Aggregate Limits  |
| B. <input checked="" type="checkbox"/> Contractors Automatic Additional Insured Coverage – Ongoing Operations    | O. <input checked="" type="checkbox"/> Fellow Employee Coverage   |
| C. <input checked="" type="checkbox"/> Automatic Waiver of Subrogation   | P. <input checked="" type="checkbox"/> Property Damage Liability - Elevators  |
| D. <input checked="" type="checkbox"/> Extended Notice of Cancellation, Nonrenewal                               | Q. <input checked="" type="checkbox"/> Property Damage to the Named Insured's Work  |
| E. <input checked="" type="checkbox"/> Unintentional Failure to Disclose Hazards                                 | R. <input checked="" type="checkbox"/> Care, Custody or Control   |
| F. <input checked="" type="checkbox"/> Broadened Mobile Equipment  | S. <input checked="" type="checkbox"/> Electronic Data Liability Coverage   |
| G. <input checked="" type="checkbox"/> Personal and Advertising Injury - Contractual Coverage                    | T. <input checked="" type="checkbox"/> Consolidated Insurance Program Residual Liability Coverage   |
| H. <input checked="" type="checkbox"/> Nonemployment Discrimination  | U. <input checked="" type="checkbox"/> Automatic Additional Insureds – Managers or Lessors of Premises  |
| I. <input checked="" type="checkbox"/> Liquor Liability  | V. <input checked="" type="checkbox"/> Automatic Additional Insureds – State or Governmental Agency or Political Subdivisions – Permits or Authorizations |
| J. <input checked="" type="checkbox"/> Broadened Conditions  | W. <input checked="" type="checkbox"/> Contractors Automatic Additional Insured Coverage – Completed Operations   |
| K. <input checked="" type="checkbox"/> Automatic Additional Insureds – Equipment Leases                          | X. <input checked="" type="checkbox"/> Additional Insured – Engineers, Architects or Surveyors  |
| L. <input checked="" type="checkbox"/> Suits Against Dredges and Barges  |   |
| M. <input checked="" type="checkbox"/> Insured Contract Extension - Railroad Property and Construction Contracts |   |

**A. PARTNERSHIP AND JOINT VENTURE EXTENSION**

The following provision is added to **SECTION II - WHO IS AN INSURED** :

The last full paragraph which reads as follows:

No person or organization is an insured with respect to the conduct of any current or past partnership, joint venture or limited liability company that is not shown as a Named Insured in the Declarations.

is deleted and replaced with the following:

With respect to the conduct of any past or present joint venture or partnership not shown as a Named Insured in the Declarations and of which you are or were a partner or member, you are an insured, but only with respect to liability arising out of "your work" on behalf of any partnership or joint venture not shown as a Named Insured in the Declarations, provided no other similar liability insurance is available to you for "your work" in connection with your interest in such partnership or joint venture.

## **B. CONTRACTORS AUTOMATIC ADDITIONAL INSURED COVERAGE – ONGOING OPERATIONS**

**SECTION II – WHO IS AN INSURED** is amended to include as an additional insured any person or organization who is required by written contract to be an additional insured on your policy, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:

1. Your acts or omissions; or
2. The acts or omissions of those acting on your behalf;

in the performance of your ongoing operations for the additional insured(s) at the project(s) designated in the written contract.

With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

This insurance does not apply to "bodily injury" or "property damage" occurring after:

1. All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or
2. That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

This insurance is excess of all other insurance available to the additional insured, whether primary, excess, contingent or on any other basis, unless the written contract requires this insurance to be primary. In that event, this insurance will be primary relative to insurance policy(s) which designate the additional insured as a Named Insured in the Declarations and we will not require contribution from such insurance if the written contract also requires that this insurance be non-contributory. But with respect to all other insurance under which the additional insured qualifies as an insured or additional insured, this insurance will be excess.

## **C. AUTOMATIC WAIVER OF SUBROGATION**

Item 8. of **SECTION IV - COMMERCIAL GENERAL LIABILITY CONDITIONS**, is deleted and replaced with the following:

### **8. Transfer of Rights of Recovery Against Others to Us and Automatic Waiver of Subrogation.**

- a. If the insured has rights to recover all or part of any payment we have made under this Coverage Form, those rights are transferred to us. The insured must do nothing after loss to impair those rights. At our request, the insured will bring "suit" or transfer those rights to us and help us enforce them.
- b. If required by a written contract executed prior to loss, we waive any right of recovery we may have against any person or organization because of payments we make for injury or damage arising out of "your work" for that person or organization.

**D. EXTENDED NOTICE OF CANCELLATION, NONRENEWAL**

Item **A.2.b.** of the **COMMON POLICY CONDITIONS** , is deleted and replaced with the following:

**A.2.b.** 60 days before the effective date of the cancellation if we cancel for any other reason.

Item **9.** of **SECTION IV - COMMERCIAL GENERAL LIABILITY CONDITIONS** , is deleted and replaced with the following:

**9. WHEN WE DO NOT RENEW**

- a.** If we choose to nonrenew this policy, we will mail or deliver to the first Named Insured shown in the Declarations written notice of the nonrenewal not less than 60 days before the expiration date.
- b.** If we do not give notice of our intent to nonrenew as prescribed in **a.** above, it is agreed that you may extend the period of this policy for a maximum additional sixty (60) days from its scheduled expiration date. Where not otherwise prohibited by law, the existing terms, conditions and rates will remain in effect during that extension period. It is further agreed that so long as it is not otherwise prohibited by law, this one time sixty day extension is the sole remedy and liquidated damages available to the insured as a result of our failure to give the notice as prescribed in **9. a.** above.

**E. UNINTENTIONAL FAILURE TO DISCLOSE HAZARDS**

Although we relied on your representations as to existing and past hazards, if unintentionally you should fail to disclose all such hazards at the inception date of your policy, we will not deny coverage under this Coverage Form because of such failure.

**F. BROADENED MOBILE EQUIPMENT**

Item **12.b.** of **SECTION V - DEFINITIONS** , is deleted and replaced with the following:

**12.b.** Vehicles maintained for use solely on or next to premises, sites or locations you own, rent or occupy.

**G. PERSONAL AND ADVERTISING INJURY - CONTRACTUAL COVERAGE**

**Exclusion 2.e.** of **SECTION I, COVERAGE B** is deleted.

**H. NONEMPLOYMENT DISCRIMINATION**

Unless "personal and advertising injury" is excluded from this policy:

Item **14.** of **SECTION V - DEFINITIONS** , is amended to include:

"Personal and advertising injury" also means embarrassment or humiliation, mental or emotional distress, physical illness, physical impairment, loss of earning capacity or monetary loss, which is caused by "discrimination."

**SECTION V - DEFINITIONS** , is amended to include:

"Discrimination" means the unlawful treatment of individuals based on race, color, ethnic origin, age, gender or religion.

Item **2 Exclusions** of **SECTION I, COVERAGE B** , is amended to include:

"Personal and advertising injury" arising out of "discrimination" directly or indirectly related to the past employment, employment or prospective employment of any person or class of persons by any insured;

"Personal and advertising injury" arising out of "discrimination" by or at your, your agents or your "employees" direction or with your, your agents or your "employees" knowledge or consent;

"Personal and advertising injury" arising out of "discrimination" directly or indirectly related to the sale, rental, lease or sub-lease or prospective sale, rental, lease or sub-lease of any dwelling, permanent lodging or premises by or at the direction of any insured.

Fines, penalties, specific performance or injunctions levied or imposed by a governmental entity, or governmental code, law, or statute because of "discrimination."

#### **I. LIQUOR LIABILITY**

**Exclusion 2.c.** of **SECTION I, COVERAGE A** , is deleted.

#### **J. BROADENED CONDITIONS**

Items **2.a.** and **2.b.** of **SECTION IV - COMMERCIAL GENERAL LIABILITY CONDITIONS** , are deleted and replaced with the following:

##### **2. Duties In The Event Of Occurrence, Offense, Claim Or Suit:**

**a.** You must see to it that we are notified of an "occurrence" or an offense which may result in a claim as soon as practicable after the "occurrence" has been reported to you, one of your officers or an "employee" designated to give notice to us. Notice should include:

- (1) How, when and where the "occurrence" or offense took place;
- (2) The names and addresses of any injured persons and witnesses; and
- (3) The nature and location of any injury or damage arising out of the "occurrence" or offense.

**b.** If a claim is made or "suit" is brought against any insured, you must:

- (1) Record the specifics of the claim or "suit" and the date received as soon as you, one of your officers, or an "employee" designated to record such information is notified of it; and
- (2) Notify us in writing as soon as practicable after you, one of your officers, your legal department or an "employee" you designate to give us such notice learns of the claims or "suit."

Item **2.e.** is added to **SECTION IV - COMMERCIAL GENERAL LIABILITY CONDITIONS** :

**2.e.** If you report an "occurrence" to your workers compensation insurer which develops into a liability claim for which coverage is provided by the Coverage Form, failure to report such "occurrence" to us at the time of "occurrence" shall not be deemed in violation of paragraphs **2.a.**, **2.b.**, and **2.c.** However, you shall give written notice of this "occurrence" to us as soon as you are made aware of the fact that this "occurrence" may be a liability claim rather than a workers compensation claim.

#### **K. AUTOMATIC ADDITIONAL INSUREDS - EQUIPMENT LEASES**

**SECTION II - WHO IS AN INSURED** is amended to include any person or organization with whom you agree in a written equipment lease or rental agreement to name as an additional insured with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, at least in part, by

your maintenance, operation, or use by you of the equipment leased to you by such person or organization, subject to the following additional exclusions.

The insurance provided to the additional insured does not apply to:

1. "Bodily injury" or "property damage" occurring after you cease leasing the equipment.
2. "Bodily injury" or "property damage" arising out of the sole negligence of the additional insured.
3. "Property damage" to:
  - a. Property owned, used or occupied by or rented to the additional insured; or
  - b. Property in the care, custody or control of the additional insured or over which the additional insured is for any purpose exercising physical control.

This insurance is excess of all other insurance available to the additional insured, whether primary, excess, contingent or on any other basis, unless the written contract requires this insurance to be primary. In that event, this insurance will be primary relative to insurance policy(s) which designate the additional insured as a Named Insured in the Declarations and we will not require contribution from such insurance if the written contract also requires that this insurance be non-contributory. But with respect to all other insurance under which the additional insured qualifies as an insured or additional insured, this insurance will be excess.

#### **L. SUITS AGAINST DREDGES AND BARGES**

We agree that any "suit" in rem against any dredge or barge owned, operated by or for you, and used in your operations, shall in all respects be treated in the same manner as though the "suit" were against you.

This coverage is excess over and above any specific insurance on any dredge or barge owned, operated by or for you, and used in your operations.

#### **M. INSURED CONTRACT EXTENSION - RAILROAD PROPERTY AND CONSTRUCTION CONTRACTS**

Item 9. of **SECTION V - DEFINITIONS** , is deleted and replaced with the following.

9. "Insured Contract" means:
  - a. A contract for a lease of premises. However, that portion of the contract for a lease of premises that indemnifies any person or organization for damage by fire to premises while rented to you or temporarily occupied by you with permission of the owner is not an "insured contract";
  - b. A sidetrack agreement;
  - c. Any easement or license agreement;
  - d. An obligation, as required by ordinance, to indemnify a municipality, except in connection with work for a municipality;
  - e. An elevator maintenance agreement;
  - f. That part of any other contract or agreement pertaining to your business (including an indemnification of a municipality in connection with work performed for a municipality) under which you assume the tort liability of another party to pay for "bodily injury" or "property damage" to a third person or organization. Tort liability means a liability that would be imposed by law in the absence of any contract or agreement.

Paragraph f. does not include that part of any contract or agreement:



- (1) That indemnifies an architect, engineer or surveyor for injury or damage arising out of:
  - (a) Preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or
  - (b) Giving directions or instructions, or failing to give them, if that is the primary cause of the injury or damage; or
- (2) Under which the insured, if an architect, engineer or surveyor, assumes liability for an injury or damage arising out of the insured's rendering or failure to render professional services, including those listed in (1) above and supervisory, inspection, architectural or engineering activities.

#### **N. CONSTRUCTION PROJECT GENERAL AGGREGATE LIMITS**

This modifies **SECTION III - LIMITS OF INSURANCE** .

- A.** For all sums which can be attributed only to ongoing operations at a single construction project for which the insured becomes legally obligated to pay as damages caused by an "occurrence" under **SECTION I - COVERAGE A**, and for all medical expenses caused by accidents under **SECTION I - COVERAGE C** :
  1. A separate Construction Project General Aggregate Limit applies to each construction project, and that limit is equal to the amount of the General Aggregate Limit shown in the Declarations.
  2. The Construction Project General Aggregate Limit is the most we will pay for the sum of all damages under **COVERAGE A**, except damages because of "bodily injury" or "property damage" included in the "products-completed operations hazard," and for medical expenses under **COVERAGE C** regardless of the number of:
    - a. Insureds;
    - b. Claims made or "suits" brought; or
    - c. Persons or organizations making claims or bringing "suits."
  3. Any payments made under **COVERAGE A** for damages or under **COVERAGE C** for medical expenses shall reduce the Construction Project General Aggregate Limit for that construction project. Such payments shall not reduce the General Aggregate Limit shown in the Declarations nor shall they reduce any other Construction Project General Aggregate Limit for any other construction project.
  4. The limits shown in the Declarations for Each Occurrence, Fire Damage and Medical Expense continue to apply. However, instead of being subject to the General Aggregate Limit shown in the Declarations, such limits will be subject to the applicable Construction Project General Aggregate Limit.
- B.** For all sums which cannot be attributed only to ongoing operations at a single construction project for which the insured becomes legally obligated to pay as damages caused by an "occurrence" under **SECTION I - COVERAGE A**, and for all medical expenses caused by accidents under **SECTION I - COVERAGE C** :
  1. Any payments made under **COVERAGE A** for damages or under **COVERAGE C** for medical expenses shall reduce the amount available under the General Aggregate Limit or the Products-Completed Operations Aggregate Limit, whichever is applicable; and
  2. Such payments shall not reduce any Construction Project General Aggregate Limit.

- C. Payments for damages because of "bodily injury" or "property damage" included in the "products-completed operations hazard" will reduce the Products-Completed Operations Aggregate Limit, and not reduce the General Aggregate Limit nor the Construction Project General Aggregate Limit.
- D. If a construction project has been abandoned, delayed, or abandoned and then restarted, or if the authorized contracting parties deviate from plans, blueprints, designs, specifications or timetables, the project will still be deemed to be the same construction project.
- E. The provisions of **SECTION III - LIMITS OF INSURANCE** not otherwise modified by this endorsement shall continue to be applicable.

**O. FELLOW EMPLOYEE COVERAGE**

**Exclusion 2.e. Employers Liability** of **SECTION I, COVERAGE A**, is deleted and replaced with the following:

**2.e.** "Bodily injury" to

- (1) An "employee" of the insured arising out of and in the course of:
  - (a) Employment by the insured; or
  - (b) Performing duties related to the conduct of the insured's business; or
- (2) The spouse, child, parent, brother or sister of that "employee" as a consequence of paragraph (1) above.

This exclusion applies:

- (1) Whether the insured may be liable as an employer or in any other capacity; and
- (2) To any obligation to share damages with or repay someone else who must pay damages because of the injury.

This exclusion does not apply to:

- (1) Liability assumed by the insured under an "insured contract"; or
- (2) Liability arising from any action or omission of a co-"employee" while that co-"employee" is either in the course of his or her employment or performing duties related to the conduct of your business.

Item **2.a. (1)(a)** of **SECTION II - WHO IS AN INSURED** , is deleted and replaced with the following:

**2.a. (1)(a)** To you, to your partners or members (if you are a partnership or joint venture) or to your members (if you are a limited liability company), or to your "volunteer workers" while performing duties related to the conduct of your business.

**P. PROPERTY DAMAGE LIABILITY - ELEVATORS**

"Property damage" liability is changed as follows:

- 1. **Exclusions 2.j.(3) and 2.j.(4)** of **SECTION I, COVERAGE A** , do not apply to the use of elevators.
- 2. The insurance afforded by reason of this provision is excess over any valid and collectible property insurance (including any deductible portion thereof) available to the insured whether primary, excess, contingent or on any other basis, and the **OTHER INSURANCE** condition is changed accordingly.

## **Q. PROPERTY DAMAGE TO THE NAMED INSURED'S WORK**

**Exclusion I** of **SECTION I, COVERAGE A** is deleted and replaced with the following:

### **I. Damage to Your Work**

"Property damage" to "your work" arising out of it or any part of it and included in the "products completed operation hazard."

This exclusion applies only to that portion of any loss in excess of \$50,000 per occurrence if the damaged work and the work out of which the damage arises was performed by you.

This exclusion does not apply if the damaged work or the work out of which the damage arises was performed on your behalf by a subcontractor.

## **R. CARE, CUSTODY OR CONTROL**

**Exclusion 2.j.4** of **SECTION I, COVERAGE A** is deleted and replaced with the following:

**2.j.4** Personal property in the care, custody or control of the insured. However, for personal property in the care, custody or control of you or your "employees," this exclusion applies only to that portion of any loss in excess of \$25,000 per occurrence, subject to the following terms and conditions:

- (a)** The most that we will pay under this provision as an annual aggregate is \$100,000, regardless of the number of occurrences.
- (b)** This provision does not apply to "employee" owned property or any property that is missing where there is not physical evidence to show what happened to the property.
- (c)** The aggregate limit for this coverage provision is part of the General Aggregate Limit and **SECTION III - LIMITS OF INSURANCE** is changed accordingly.
- (d)** In the event of damage to or destruction of property covered by this exception, you shall, if requested by us, replace the property or furnish the labor and materials necessary for repairs thereto, at actual cost to you, exclusive of prospective profit or overhead charges of any nature.
- (e)** \$2,500 shall be deducted from the total amount of all sums you became obligated to pay as damages on account of damage to or destruction of all property of each person or organization, including the loss of use of that property, as a result of each "occurrence." Our limit of liability under the endorsement as being applicable to each "occurrence" shall be reduced by the amount of the deductible indicated above; however, our aggregate limit of liability under this provision shall not be reduced by the amount of such deductible. The conditions of the policy, including those with respect to duties in the event of "occurrence," claims or "suit" apply irrespective of the application of the deductible amount. We may pay any part or all of the deductible amount to effect settlement of any claim or "suit" and, upon notification of the action taken, you shall promptly reimburse us for such part of the deductible amount as has been paid by us.

## **S. ELECTRONIC DATA LIABILITY COVERAGE**

**1. Exclusion 2.p. Electronic Data** of **SECTION I, COVERAGE A**, is deleted and replaced with the following:

**2.p.** Damages arising out of the loss of, loss of use of, damage to, corruption of, inability to access, or inability to manipulate "electronic data" that does not result from physical injury to tangible property.

**2.** The following definition is added to **SECTION V – DEFINITIONS**:

"Electronic data" means information, facts or programs stored as or on, created or used on, or transmitted to or from computer software (including systems and applications software), hard or floppy disks, CD-ROMS, tapes, drives, cells, data processing devices or any other media which are used with electronically controlled equipment.

3. For the purposes of this coverage, the definition of "property damage" in **SECTION V – DEFINITIONS** is replaced by the following:

"Property damage" means:

- a. Physical injury to tangible property, including all resulting loss of use of that property. All such loss of use shall be deemed to occur at the time of the physical injury that caused it;
- b. Loss of use of tangible property that is not physically injured. All such loss of use shall be deemed to occur at the time of the "occurrence" that caused it; or
- c. Loss of, loss of use of, damage to, corruption of, inability to access, or inability to properly manipulate "electronic data", resulting from physical injury to tangible property. All such loss of "electronic data" shall be deemed to occur at the time of the "occurrence" that caused it.

For the purposes of this insurance, "electronic data" is not tangible property.

#### **T. CONSOLIDATED INSURANCE PROGRAM RESIDUAL LIABILITY COVERAGE**

With respect to "bodily injury", "property damage", or "personal and advertising injury" arising out of your ongoing operations; or operations included within the "products-completed operations hazard", the policy to which this coverage is attached shall apply as excess insurance over coverage available to "you" under a Consolidated Insurance Program (such as an Owner Controlled Insurance Program or Contractors Controlled Insurance Program).

Coverage afforded by this endorsement does not apply to any Consolidated Insurance Program involving a "residential project" or any deductible or insured retention, specified in the Consolidated Insurance Program.

The following is added to **Section V – Definitions**

"Residential project" means any project where 30% or more of the total square foot area of the structures on the project is used or is intended to be used for human residency. This includes but is not limited to single or multifamily housing, apartments, condominiums, townhouses, co-operatives or planned unit developments and appurtenant structures (including pools, hot tubs, detached garages, guest houses or any similar structures). A "residential project" does not include military owned housing, college/university owned housing or dormitories, long term care facilities, hotels, motels, hospitals or prisons.

All other terms, provisions, exclusions and limitations of this policy apply.

#### **U. AUTOMATIC ADDITIONAL INSURED - MANAGERS OR LESSORS OR PREMISES**

**SECTION II – WHO IS AN INSURED** is amended to include:

Any person or organization with whom you agree in a written contract or written agreement to name as an additional insured but only with respect to liability arising out of the ownership, maintenance or use of that part of the premises, designated in the written contract or written agreement, that is leased to you and subject to the following additional exclusions:

This insurance does not apply to:

1. Any "occurrence" which takes place after you cease to be a tenant in that premises.

2. Structural alterations, new construction or demolition operations performed by or on behalf of the additional insured listed in the written contract or written agreement.

This insurance is excess of all other insurance available to the additional insured, whether primary, excess, contingent or on any other basis, unless the written contract requires this insurance to be primary. In that event, this insurance will be primary relative to insurance policy(s) which designate the additional insured as a Named Insured in the Declarations and we will not require contribution from such insurance if the written contract also requires that this insurance be non-contributory. But with respect to all other insurance under which the additional insured qualifies as an insured or additional insured, this insurance will be excess.

#### **V. AUTOMATIC ADDITIONAL INSUREDS – STATE OR GOVERNMENTAL AGENCY OR POLITICAL SUBDIVISIONS – PERMITS OR AUTHORIZATIONS**

**SECTION II – WHO IS AN INSURED** is amended to include any state or governmental agency or subdivision or political subdivision with whom you are required by written contract, ordinance, law or building code to name as an additional insured subject to the following provisions:

This insurance applies only with respect to operations performed by you or on your behalf for which the state or governmental agency or subdivision or political subdivision has issued a permit or authorization.

This insurance does not apply to:

1. "Bodily injury", "property damage" or "personal and advertising injury" arising out of operations performed for the federal government, state or municipality; or
2. "Bodily injury" or "property damage" included within the "products-completed operations hazard".

This insurance is excess of all other insurance available to the additional insured, whether primary, excess, contingent or on any other basis, unless the written contract requires this insurance to be primary. In that event, this insurance will be primary relative to insurance policy(s) which designate the additional insured as a Named Insured in the Declarations and we will not require contribution from such insurance if the written contract also requires that this insurance be non-contributory. But with respect to all other insurance under which the additional insured qualifies as an insured or additional insured, this insurance will be excess.

#### **W. CONTRACTORS AUTOMATIC ADDITIONAL INSURED COVERAGE – COMPLETED OPERATIONS**

**SECTION II – WHO IS AN INSURED** is amended to include as an additional insured any person or organization who is required by written contract to be an additional insured on your policy for completed operations, but only with respect to liability for "bodily injury" or "property damage" caused, in whole or in part, by "your work" at the project designated in the contract, performed for that additional insured and included in the "products-completed operations hazard".

This insurance is excess of all other insurance available to the additional insured, whether primary, excess, contingent or on any other basis, unless the written contract requires this insurance to be primary. In that event, this insurance will be primary relative to insurance policy(s) which designate the additional insured as a Named Insured in the Declarations and we will not require contribution from such insurance if the written contract also requires that this insurance be non-contributory. But with respect to all other insurance under which the additional insured qualifies as an insured or additional insured, this insurance will be excess.

#### **X. ADDITIONAL INSURED – ENGINEERS, ARCHITECTS OR SURVEYORS**

**SECTION II – WHO IS AN INSURED** is amended to include as an additional insured any architect, engineer or surveyor who is required by written contract to be an additional insured on your policy, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:

1. Your acts or omissions; or
2. The acts or omissions of those acting on your behalf;

in the performance of your ongoing operations performed by you or on your behalf.

This includes such architect, engineer or surveyor, who may not be engaged by you, but is contractually required to be added as an additional insured to your policy.

With respect to the insurance afforded to these additional insureds, the following additional exclusion applies:

This insurance does not apply to "bodily injury", "property damage" or "personal and advertising injury" arising out of the rendering of or the failure to render any professional services, including:

1. The preparing, approving, or failing to prepare or approve maps, drawings, opinions, reports, surveys, change orders, designs or specifications; or
2. Supervisory, inspection or engineering services.

This insurance is excess of all other insurance available to the additional insured, whether primary, excess, contingent or on any other basis, unless the written contract requires this insurance to be primary. In that event, this insurance will be primary relative to insurance policy(s) which designate the additional insured as a Named Insured in the Declarations and we will not require contribution from such insurance if the written contract also requires that this insurance be non-contributory. But with respect to all other insurance under which the additional insured qualifies as an insured or additional insured, this insurance will be excess.

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

**ADDITIONAL INSURED - SPECIFIC ENTITIES**

This endorsement modifies insurance provided under the following:

**BUSINESS AUTO COVERAGE FORM**

WHO IS AN INSURED is changed to include as an "insured" the person or organization named in this endorsement. However, the additional insured is an "insured" only for "bodily injury" or "property damage" arising out of work or operations performed by you or on your behalf for the additional insured and resulting from the ownership, maintenance or use of a "covered auto," by:

1. You, or
2. Any of your employees or agents; or
3. Anyone other than the additional insured or any employee or agent of the additional insured, while using with your permission a covered "auto" you own, hire or borrow.

**ADDITIONAL INSURED:**

Any person or organization for whom the named insured has agreed by written "insured contract" to designate as an additional insured subject to all the provisions and limitations of this policy.



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

**WAIVER OF TRANSFER OF RIGHTS OF RECOVERY  
AGAINST OTHERS TO US (WAIVER OF SUBROGATION)**

This endorsement modifies insurance provided under the following:

- AUTO DEALERS COVERAGE FORM
- BUSINESS AUTO COVERAGE FORM
- MOTOR CARRIER COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

This endorsement changes the policy effective on the inception date of the policy unless another date is indicated below.

**Named Insured:** Marcum & Sons, LLC

**Endorsement Effective Date:** 2/9/2018

**SCHEDULE**

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

"Any person or organization for whom the named insured is operating under written contract when such contract requires a waiver of subrogation."

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

The **Transfer Of Rights Of Recovery Against Others To Us** condition does not apply to the person(s) or organization(s) shown in the Schedule, but only to the extent that subrogation is waived prior to the "accident" or the "loss" under a contract with that person or organization.





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

(For BOC Use)
Item #
6a

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

Staff Contact: Greg Close
Department: Public Works / Parks
Short Title of Agenda Item:
(No acronyms please)

Phone Number (Ext): 541-989-9500
Requested Agenda Date: April 10, 2019

Parks Camphost Contracts -2019

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

- Order or Resolution
Ordinance/Public Hearing:
1st Reading 2nd Reading
Public Comment Anticipated:
Estimated Time:
Document Recording Required
Contract/Agreement
Appointments
Update on Project/Committee
Consent Agenda Eligible
Discussion & Action
Estimated Time: 10 minutes
Purchase Pre-Authorization
Other

N/A
Purchase Pre-Authorizations, Contracts & Agreements
Contractor/Entity: various - see attached
Contractor/Entity Address: various - see attached
Effective Dates - From: May 01, 2019 Through: November 13, 2019
Total Contract Amount: 26,320.00 Budget Line: various - see discussions and opt.
Does the contract amount exceed \$5,000? Yes No

Reviewed By:
[Signatures and Dates] Department Head Required for all BOC meetings
[Signatures and Dates] Admin. Officer/BOC Office Required for all BOC meetings
R. Tovey email 4-4-19 County Counsel \*Required for all legal documents
[Signatures and Dates] Finance Office \*Required for all contracts; other items as appropriate.
[Signatures and Dates] Human Resources \*If appropriate

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

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

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

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

Fill Camp host position for 2019 camping season

All host positions advertised.

5 - applications and 1 - resume was received by 03.11.2019 of the six who expressed interest 5 agreed to a meeting to discuss positions. One declined.

The payment for the Cutsforth Park host (Sandra McDonald) is at a rate of \$45.00 per day.  
Payment rate for Anson Wright park host (Robert Allen) is at the rate of \$35.00 per day.  
Payment rate for OHV Park host (Ronald Ford) is at the rate of \$60.00 Dollars per day.  
Payment rate for Park Host Assistant (Gloria Ford) is at the rate of \$35.00 dollars per day.  
Payment rate for Relief Host (Robert Morris) varies. Cost is covered at actual position filling rate.  
--The individual whom filling in for would not receive pay for that day.

Budgeted for three parks for the 2019 year at these rate estimated total \$26,320.00  
\$8,700.00 - Cutsforth Park - Contract Park Host 238-200-5-20-3440  
\$4,620.00 - Anson Wright Park - Contract Park Host 238-238-5-20-3440  
\$13,000.00 - OHV Park & Park Host Assistant - Contract Park Host 238-300-5-20-3440

**2. FISCAL IMPACT:**

Financial impact will be determined by the total number of days worked by the individual filling the host position.

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

approve and sign contracts with individuals as submitted  
return one signed copy to Public Works Department for records.

Attach additional background documentation as needed.

1  
2  
3  
4 **MORROW COUNTY PERSONAL/PROFESSIONAL SERVICES CONTRACT**  
5

6 This Contract is between Morrow County, a political subdivision of the State of Oregon, hereafter called  
7 County, and Ronald (Ron) Ford hereafter called Contractor. County's  
8 Contract Administrator for this contract is Matt Scrivner, Public Works Director.  
9

10 **1. Effective Date and Duration.** This contract shall become effective on May 01, 2019 or the date at which  
11 this Contract has been signed by every party hereto, whichever occurs first. Unless earlier terminated or  
12 extended, this Contract shall expire when County closes the park on or before November 13, 2019  
13 whichever date occurs first. The specific dates of park closing shall be determined by the County,  
14 depending upon the weather, the hunting season schedules, and the days upon which weekends occur.  
15 Expiration shall not extinguish or prejudice County's right to enforce this Contract with respect to any  
16 breach of a Contractor warranty; or any default or defect in Contractor performance that has not been cured.  
17

18 **2. Statement of Work.** Contractor agrees to perform the Work in accordance with the terms and conditions  
19 of Attachment #1: Scope of Work: OHV Park Host.  
20

21 **3. Consideration**

22 a. County agrees to pay Contractor the daily rate of \$ \$60.00/day, (Monday through Sunday, for days  
23 actually worked that shall be approved by the Parks Operation Manager), for accomplishing the Work required  
24 by Attachment #1: Scope of Work: OHV Park Host.  
25

26 **4. Contract Documents.** This contract consists of this Contract and attached Scope of Work. All attached  
27 Exhibits are hereby incorporated by reference.  
28

29 **5. Independent Contractor; Responsibility for Taxes and Withholding**

30 a. Contractor shall perform required Work as an independent contractor. The parties acknowledge that the  
31 Park Host is not an employee of Morrow County. Although the County reserves the right (i) to determine (and  
32 modify) the delivery schedule for the Work to be performed and (ii) to evaluate the quality of the  
33 completed performance, the County cannot and will not control the means or manner of the Contractor's  
34 performance. Contractor is responsible for determining the appropriate means and manner of performing  
35 the Work.

36 b. If Contractor is currently performing work for County, the State of Oregon or the Federal Government,  
37 Contractor by signature to this Contract declares and certifies that: Contractor's work to be performed  
38 under this Contract creates no potential or actual conflict of interest as defined by ORS 244 and that no  
39 rules or regulations of Contractor's employing entity (county, state or federal) would prohibit Contractor's  
40 activities under this Contract. Contractor is not an "officer", "employee", or "agent" of the County, as  
41 those terms are used in ORS 30.265.

42 c. Contractor shall be responsible for all federal or state taxes applicable to compensation or payments paid  
43 to Contractor under this Contract and, unless Contractor is subject to backup withholding, County will not  
44 withhold from such compensation or payments any amount(s) to cover Contractor's federal or state tax  
45 obligations. Contractor is not eligible for any Social Security, unemployment insurance or workers'  
46 compensation benefits from compensation or payments paid to Contractor under this Contract, except as a  
47 self-employed individual.  
48

49 **6. Subcontracts and Assignment; Successors and Assigns.**

50 a. Contractor shall not enter into any subcontracts for any of the Work required by this Contract, or assign  
51 or transfer any of its interest in this Contract, without County's prior written consent. In addition to any  
52 other provisions County may require, Contractor shall include in any permitted subcontract under this  
53 Contract a requirement that the subcontractor be bound by sections 6, 10, 11, 15, and 17 of this Contract as  
54 if the subcontractor were the Contractor. County's consent to any subcontract shall not relieve Contractor  
55 of any of its duties or obligations under this Contract.

56 b. The provisions of this contract shall be binding upon and shall inure to the benefit of the parties hereto,  
57 and their respective successors and assigns, if any.  
58

59 **7. No Third Party Beneficiaries.** County and Contractor are the only parties to this Contract and are the only  
60 parties entitled to enforce its terms. Nothing in this Contract gives, is intended to give, or shall be construed to  
61 give or provide any benefit or right, whether directly, indirectly or otherwise, to third persons unless such third  
62 persons are individually identified by name herein and expressly described as intended beneficiaries of the  
63 terms of this Contract.  
64

#### 65 **8. Funds Available and Authorized**

66 a. Contractor shall not be compensated for work performed under this contract by any other County or  
67 department of the State of Oregon. County has sufficient funds currently available and authorized for  
68 expenditure to finance the costs of this Contract.

69 b. County will only pay for completed work that is accepted by County.  
70

#### 71 **9. Representations and Warranties**

72 a. **Contractor's Representations and Warranties.** Contractor represents and warrants to County that (1)  
73 Contractor has the power and authority to enter into and perform this Contract, (2) this Contract, when  
74 executed and delivered, shall be a valid and binding obligation of Contractor enforceable in accordance  
75 with its terms, (3) the Work under this Contract shall be performed in a good and workmanlike manner and  
76 in accordance with the highest professional standards, (4) Contractor shall, at all times during the term of  
77 this Contract be qualified, professionally competent, and duly license to perform the Work.

78 b. **Warranties Cumulative.** The warranties set forth in this section are in addition to, and not in lieu of,  
79 any other warranties provided.  
80

81 **10. Ownership of Work Product.** All Work products of the Contractor that result from this contract ("the  
82 Work Products") are the exclusive property of the County. County and Contractor intend that such Work  
83 Products be deemed "works made for hire" of which County shall be deemed the author. If for any reason the  
84 Work Products are not deemed "works made for hire", Contractor hereby irrevocably assigns all of its right,  
85 title, and interest in and to any and all of the Work Product, whether arising from copyright, patent, trademark,  
86 trade secret, or any other state or federal intellectual property law or doctrine. Contractor shall execute such  
87 further documents and instruments as County may reasonably request in order to fully vest such right in  
88 County. Contractor forever waives any and all rights under 17 USC §106A or any other rights of identification  
89 of authorship or rights of approval, restriction or limitation on use or subsequent modifications.  
90

91 **11. Indemnity.** Contractor shall defend, save, hold harmless, and indemnify the State of Oregon and County,  
92 their officers, employees, agents, from and against all claims, suits, or actions, losses, damages, liabilities costs  
93 and expenses of any nature whatsoever resulting from, arising out of, or relating to the activities of Contractor  
94 or its officers, employees, subcontractors, or agents under this Contract.  
95

96 **12. Insurance.** Contractor shall provide proof of vehicle and/or home owner insurance.  
97  
98

99 **13. Termination**

100 a) **Parties Right to Terminate For Convenience.** This Contract may be terminated at any time by  
101 mutual written consent of the parties or with the terminating party providing 48 hours written notice to  
102 the other party.

103 b) **Remedies**

104 In the event of termination pursuant to Sections 13, Contractor's sole remedy shall be a claim for the sum  
105 designated for accomplishing the Work multiplied by the percentage of Work completed and accepted by  
106 County, less previous amounts paid and any claim(s) which State has against Contractor. If previous  
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108 pay any excess to County upon demand.

109 c) **Contractor's Tender upon Termination.** Upon receiving a notice of termination of this Contract,  
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111 otherwise in such notice of termination. Upon termination of this Contract, Contractor shall deliver to  
112 County all documents, information, works-in-progress and other property that are or would be  
113 deliverables had the Contract been completed. Upon County request, Contractor shall surrender to  
114 anyone County designates, all documents, research or objects or other tangible things needed to  
115 complete the Work.  
116

117 **14. Limitation of Liabilities.** EXCEPT FOR LIABILITY ARISING UNDER OR RELATED TO  
118 SECTIONS 13 or 9(a), NEITHER PARTY SHALL BE LIABLE FOR (I) ANY INDIRECT, INCIDENTAL,  
119 CONSEQUENTIAL OR SPECIAL DAMAGES UNDER THE CONTRACT OR (ii) ANY DAMAGES OF  
120 ANY SORT ARISING SOLELY FROM THE TERMINATION OF THIS CONTRACT IN ACCORDANCE  
121 WITH ITS TERMS.  
122

123 **15. Records Maintenance; Access.** Contractor shall maintain all fiscal records relating to this Contract in  
124 accordance with generally accepted accounting principles. In addition, Contractor shall maintain any other  
125 records pertinent to this Contract in such a manner as to clearly document Contractor's performance. Contractor  
126 acknowledges and agrees that County and the Oregon Secretary of State's Office and the federal government and  
127 their duly authorized representatives shall have access to such fiscal records and other books, documents, papers,  
128 plans and writings of Contractor that are pertinent to this Contract to perform examinations and audits and make  
129 excerpts and transcripts. Contractor shall retain and keep accessible all such fiscal records, books, documents,  
130 papers, plans, and writings for a minimum of three (3) years, or such longer period as may be required by  
131 applicable law, following final payment and termination of this Contract, or until the conclusion of any audit,  
132 controversy or litigation arising out of or related to this Contract, whichever date is later.  
133

134 **16. Compliance with Applicable Law.** Contractor shall comply with all federal, state and local laws,  
135 regulations, executive orders and ordinances applicable to the Work under this Contract. Without limiting the  
136 generality of the foregoing, Contractor expressly agrees to comply with: (i) Title VI of Civil Rights Act of 1964;  
137 (ii) Section V of the Rehabilitation Act of 1973; (iii) the Americans with Disabilities Act of 1990 and ORS  
138 659.425; (iv) all regulations and administrative rules established pursuant to the foregoing laws; and (v) all other  
139 applicable requirements of federal and state civil rights and rehabilitation statutes, rules and regulations. County's  
140 performance under this Contract is conditioned upon Contractor's compliance with the provisions of ORS  
141 279.312, 279.314, 279.316, 279.320, and 279.555, which are incorporated by reference herein.  
142

143 **17. Foreign Contractor.** If Contractor is not domiciled in or registered to do business in the State of Oregon,  
144 Contractor shall promptly provide to the Oregon Department of Revenue and the Secretary of State Corporation  
145 Division all information required by those agencies relative to this Contract. Contractor shall demonstrate its legal  
146 capacity to perform the Work under this Contract in the State of Oregon prior to entering into this Contract.  
147

148 **18. Force Majeure.** Neither County nor Contractor shall be held responsible for delay or default caused by  
149 fire, riot, acts of God, or war where such cause was beyond, respectively, County's or Contractor's reasonable  
150 control. Contractor shall, however, make all reasonable efforts to remove or eliminate such a cause of delay or  
151 default and shall, upon the cessation of the cause, diligently pursue performance of its obligations under this  
152 contract.

153  
154 **19. Survival.** All rights and obligations shall cease upon termination or expiration of this Contract, except for  
155 the rights and obligations set forth in Sections 1, 9, 10, 11, 13, 14, 15, 19, and 26.

156  
157 **20. Time is of the Essence.** Contractor agrees that time is of the essence under this Contract.

158  
159 **21. Notice.** Except as otherwise expressly provided in this Contract, any communication between the parties  
160 hereto or notices to be given hereunder shall be given in writing by personal delivery, facsimile, electronic  
161 transmission or mailing the same, postage prepaid, to Contractor or County at the address or number set forth  
162 on the signature page of this Contract, or to such other addresses or numbers as either party may hereafter  
163 indicate pursuant to this Section Any communication or notice so addressed and mailed shall be deemed to be  
164 given five (5) days after mailing. Any communication or notice delivered by electronic transmission or  
165 facsimile shall be deemed to be given when receipt of the transmission is generated by the transmitting device.  
166 To be effective against County, such facsimile transmission must be confirmed by telephone notice to  
167 County's Contract Administrator. Any communication or notice by personal delivery shall be deemed to be  
168 given when actually delivered.

169  
170 **22. Severability.** The parties agree that if any term or provision of this contract is declared by a court of  
171 competent jurisdiction to be illegal or in conflict with any law, the validity of the remaining terms and  
172 provisions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as  
173 if the contract did not contain the particular term or provision held to be invalid.

174  
175 **23. Counterparts.** This Contract may be executed in several counterparts, all of which when taken together  
176 shall constitute one agreement binding on all parties, notwithstanding that all parties are not signatories to the  
177 same counterpart. Each copy of the Contract so executed shall constitute an original.

178  
179 **24. Disclosure of Social Security Number.** Contractor must provide Contractor's Social Security number  
180 unless Contractor provides a federal tax ID number. This number is requested pursuant to ORS 305.385, OAR  
181 125-20-410(3) and OAR 150-305.100. Social Security numbers provided pursuant to this authority will be  
182 used for the administration of state, federal and local tax laws.

183  
184 **25. Governing Law, Venue, Consent to Jurisdiction.** This Contract shall be governed by and construed in  
185 accordance with the laws of the State of Oregon without regard to principles of conflicts of law. Any claim,  
186 action, suit or proceeding (collectively, "Claim") between County (and/or any other County or department of the  
187 State of Oregon) and Contractor that arises from or relates to this Contract shall be brought and conducted solely  
188 and exclusively within the Circuit Court of Morrow County for the State of Oregon; provided, however, if a  
189 Claim must be brought in a federal forum, then it shall be brought and conducted solely and exclusively within  
190 the United States District Court for the District of Oregon. CONTRACTOR, BY EXECUTION OF THIS  
191 CONTRACT, HEREBY CONSENTS TO THE IN PERSONAM JURISDICTION OF SAID COURTS.

192  
193 **26. Merger.** This contract and attached exhibits constitute the entire agreement between the parties on the  
194 subject matter hereof. There are no understandings, agreements, or representations, oral or written, not  
195 specified herein regarding this Contract. No waiver, consent, modification or change of terms of this Contract  
196 shall bind either party unless in writing and signed by both parties and all necessary State approvals have been

197 obtained. Such waiver, consent, modification or change, if made, shall be effective only in the specific  
198 instance and for the specific purpose given. The failure of County to enforce any provision of this Contract  
199 shall not constitute a waiver by County of that or any other provision.  
200  
201

202 **CONTRACTOR, BY EXECUTION OF THIS CONTRACT, HEREBY ACKNOWLEDGES THAT**  
203 **CONTRACTOR HAS READ THIS CONTRACT, UNDERSTANDS IT, AND AGREES TO BE**  
204 **BOUND BY ITS TERMS AND CONDITIONS.**  
205

206 **CONTRACTOR**

207  
208 By: Ronald J. Ford Title: OHV PARK HOST Date: 4/3/19  
209 **Ronald Ford**

210 Facsimile number: \_\_\_\_\_ Phone number: \_\_\_\_\_  
211

212  
213 **COUNTY**

214 MORROW COUNTY BOARD OF COMMISSIONERS  
215 MORROW COUNTY, OREGON  
216

217 Date: \_\_\_\_\_

218  
219 \_\_\_\_\_  
220 Jim Doherty, Chair

221  
222 \_\_\_\_\_  
223 Melissa Lindsay, Commissioner

224  
225  
226  
227 Approved as to form:  
228  
229 \_\_\_\_\_  
230 Morrow County Counsel

231  
232 \_\_\_\_\_  
233 Don Russell, Commissioner



235 **SCOPE OF WORK**  
236 **OHV Park Host**  
237

238 Morrow County is the owner and operator of a public park which is known as OHV Park. The County provides  
239 public facilities at said Park, including full hook-up camping sites, restrooms, showers, soft drink machines, sewage  
240 disposal tanks, etc., The County establishes rules and regulations for use of the Park by Park visitors, and charges a fee  
241 for the use of the Park camping spaces and various amenities. It is necessary to the proper maintenance and order of the  
242 Park, as well as preservation and protection of County assets, that a Park Host be present during the spring, summer and  
243 fall months when Park is open to the public.  
244

- 245 1. It is intended that the Park Host shall live at the Park during the Park season and be present at the Park at all  
246 times. Park Host shall be available to greet and assist visitors, collect user fees, do maintenance and caretaking  
247 of the Park, provide information about Park usage and facilities, receive public comment, and be aware of  
248 activities occurring in the Park. In order to appropriately perform these responsibilities, the park host must:  
249
- 250 ● Be knowledgeable about Park rules and regulations;
  - 251 ● Input guest reservations as necessary with park guest details and payment information into  
252 reservation system using provided unique user ID/login;
  - 253 ● Be observant for activities or conditions occurring in the Park that require immediate attention;
  - 254 ● Be visible representative of the County in the Park;
  - 255 ● Set an appropriate example for compliance with Park rules and courtesies;
  - 256 ● Keep Welcome/Support Building clean and free of litter and debris; dusting and daily cleaning will  
257 need to be completed.
  - 258 ● Assist keeping Park grounds and buildings, including but not limited to restrooms, Park camping  
259 sites and cabins clean and free of litter and debris;
  - 260 ● Aid in keeping restroom dispensers filled with supplies such as soap, toilet tissue and paper towels;
  - 261 ● No outside garbage or refuse is to be deposited at the Park refuse collection site
  - 262 ● In parks with cabins follow the appropriate procedure for care of those cabins outlined in cabin  
263 rental policy.
  - 264 ● At the OHV park be aware of motorized rules and be capable of selling State Parks licenses for  
265 OHV equipment.  
266
- 267 2. County hereby waives Park Host's user fees applicable to the campsite that Park Host occupies during the term  
268 of this Agreement. Campsite to be determined by County.  
269
- 270 3. County shall provide Park Host with materials and supplies necessary to maintain restrooms, dispose of  
271 garbage, post rules and regulations and otherwise as may be required to fulfill the intentions of this Agreement.  
272
- 273 4. Park Host is not required to, and shall not attempt to personally deal with emergency situations arising at the  
274 Park during the term of this Agreement; Park Host shall contact the appropriate emergency personnel, including  
275 medical personnel and law enforcement officers, when in the judgment of the Park Host, such emergency  
276 services become necessary.  
277
- 278 5. The parties acknowledge that the Park Host is not an employee of Morrow County.  
279



1  
2  
3  
4 **MORROW COUNTY PERSONAL/PROFESSIONAL SERVICES CONTRACT**  
5

6 This Contract is between Morrow County, a political subdivision of the State of Oregon, hereafter called  
7 County, and Gloria Ford hereafter called Contractor. County's Contract  
8 Administrator for this contract is Matt Scrivner, Public Works Director.  
9

10 **1. Effective Date and Duration.** This contract shall become effective on May 01, 2019 or the date at which  
11 this Contract has been signed by every party hereto, whichever occurs first. Unless earlier terminated or  
12 extended, this Contract shall expire when County closes the park on or before November 13, 2019  
13 whichever date occurs first. The specific dates of park closing shall be determined by the County,  
14 depending upon the weather, the hunting season schedules, and the days upon which weekends occur.  
15 Expiration shall not extinguish or prejudice County's right to enforce this Contract with respect to any  
16 breach of a Contractor warranty; or any default or defect in Contractor performance that has not been cured.  
17

18 **2. Statement of Work.** Contractor agrees to perform the Work in accordance with the terms and conditions  
19 of Attachment #1: Scope of Work: OHV Park Host Assistant.  
20

21 **3. Consideration**

22 a. County agrees to pay Contractor the daily rate of \$ \$35.00/day, (Monday through Sunday, for days  
23 actually worked that shall be approved by the Parks Operation Manager), for accomplishing the Work required  
24 by Attachment #1: Scope of Work: OHV Park Host Assistant.  
25

26 **4. Contract Documents.** This contract consists of this Contract and attached Scope of Work. All attached  
27 Exhibits are hereby incorporated by reference.  
28

29 **5. Independent Contractor; Responsibility for Taxes and Withholding**

30 a. Contractor shall perform required Work as an independent contractor. The parties acknowledge that the  
31 Park Host is not an employee of Morrow County. Although the County reserves the right (i) to determine  
32 (and modify) the delivery schedule for the Work to be performed and (ii) to evaluate the quality of the  
33 completed performance, the County cannot and will not control the means or manner of the Contractor's  
34 performance. Contractor is responsible for determining the appropriate means and manner of performing  
35 the Work.

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40 activities under this Contract. Contractor is not an "officer", "employee", or "agent" of the County, as  
41 those terms are used in ORS 30.265.

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45 obligations. Contractor is not eligible for any Social Security, unemployment insurance or workers'  
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47 self-employed individual.  
48  
49  
50

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53 or transfer any of its interest in this Contract, without County’s prior written consent. In addition to any  
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55 Contract a requirement that the subcontractor be bound by sections 6, 10, 11, 15, and 17 of this Contract as  
56 if the subcontractor were the Contractor. County’s consent to any subcontract shall not relieve Contractor  
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59 and their respective successors and assigns, if any.  
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61 **7. No Third Party Beneficiaries.** County and Contractor are the only parties to this Contract and are the  
62 only parties entitled to enforce its terms. Nothing in this Contract gives, is intended to give, or shall be  
63 construed to give or provide any benefit or right, whether directly, indirectly or otherwise, to third persons  
64 unless such third persons are individually identified by name herein and expressly described as intended  
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88 trade secret, or any other state or federal intellectual property law or doctrine. Contractor shall execute such  
89 further documents and instruments as County may reasonably request in order to fully vest such right in  
90 County. Contractor forever waives any and all rights under 17 USC §106A or any other rights of  
91 identification of authorship or rights of approval, restriction or limitation on use or subsequent modifications.  
92

93 **11. Indemnity.** Contractor shall defend, save, hold harmless, and indemnify the State of Oregon and County,  
94 their officers, employees, agents, from and against all claims, suits, or actions, losses, damages, liabilities  
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96 Contractor or its officers, employees, subcontractors, or agents under this Contract.  
97

98 **12. Insurance.** Contractor shall provide proof of vehicle and/or home owner insurance.  
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121 CONSEQUENTIAL OR SPECIAL DAMAGES UNDER THE CONTRACT OR (ii) ANY DAMAGES OF  
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124

125 **15. Records Maintenance; Access.** Contractor shall maintain all fiscal records relating to this Contract in  
126 accordance with generally accepted accounting principles. In addition, Contractor shall maintain any other  
127 records pertinent to this Contract in such a manner as to clearly document Contractor's performance. Contractor  
128 acknowledges and agrees that County and the Oregon Secretary of State's Office and the federal government and  
129 their duly authorized representatives shall have access to such fiscal records and other books, documents, papers,  
130 plans and writings of Contractor that are pertinent to this Contract to perform examinations and audits and make  
131 excerpts and transcripts. Contractor shall retain and keep accessible all such fiscal records, books, documents,  
132 papers, plans, and writings for a minimum of three (3) years, or such longer period as may be required by  
133 applicable law, following final payment and termination of this Contract, or until the conclusion of any audit,  
134 controversy or litigation arising out of or related to this Contract, whichever date is later.  
135

136 **16. Compliance with Applicable Law.** Contractor shall comply with all federal, state and local laws,  
137 regulations, executive orders and ordinances applicable to the Work under this Contract. Without limiting the  
138 generality of the foregoing, Contractor expressly agrees to comply with: (i) Title VI of Civil Rights Act of 1964;  
139 (ii) Section V of the Rehabilitation Act of 1973; (iii) the Americans with Disabilities Act of 1990 and ORS  
140 659.425; (iv) all regulations and administrative rules established pursuant to the foregoing laws; and (v) all other  
141 applicable requirements of federal and state civil rights and rehabilitation statutes, rules and regulations.  
142 County's performance under this Contract is conditioned upon Contractor's compliance with the provisions of  
143 ORS 279.312, 279.314, 279.316, 279.320, and 279.555, which are incorporated by reference herein.  
144

145 **17. Foreign Contractor.** If Contractor is not domiciled in or registered to do business in the State of Oregon,  
146 Contractor shall promptly provide to the Oregon Department of Revenue and the Secretary of State Corporation  
147 Division all information required by those agencies relative to this Contract. Contractor shall demonstrate its  
148 legal capacity to perform the Work under this Contract in the State of Oregon prior to entering into this Contract.  
149

150 **18. Force Majeure.** Neither County nor Contractor shall be held responsible for delay or default caused by  
151 fire, riot, acts of God, or war where such cause was beyond, respectively, County's or Contractor's reasonable  
152 control. Contractor shall, however, make all reasonable efforts to remove or eliminate such a cause of delay or  
153 default and shall, upon the cessation of the cause, diligently pursue performance of its obligations under this  
154 contract.  
155

156 **19. Survival.** All rights and obligations shall cease upon termination or expiration of this Contract, except for  
157 the rights and obligations set forth in Sections 1, 9, 10, 11, 13, 14, 15, 19, and 26.  
158

159 **20. Time is of the Essence.** Contractor agrees that time is of the essence under this Contract.  
160

161 **21. Notice.** Except as otherwise expressly provided in this Contract, any communication between the parties  
162 hereto or notices to be given hereunder shall be given in writing by personal delivery, facsimile, electronic  
163 transmission or mailing the same, postage prepaid, to Contractor or County at the address or number set forth  
164 on the signature page of this Contract, or to such other addresses or numbers as either party may hereafter  
165 indicate pursuant to this Section Any communication or notice so addressed and mailed shall be deemed to be  
166 given five (5) days after mailing. Any communication or notice delivered by electronic transmission or  
167 facsimile shall be deemed to be given when receipt of the transmission is generated by the transmitting device.  
168 To be effective against County, such facsimile transmission must be confirmed by telephone notice to  
169 County's Contract Administrator. Any communication or notice by personal delivery shall be deemed to be  
170 given when actually delivered.  
171

172 **22. Severability.** The parties agree that if any term or provision of this contract is declared by a court of  
173 competent jurisdiction to be illegal or in conflict with any law, the validity of the remaining terms and  
174 provisions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as  
175 if the contract did not contain the particular term or provision held to be invalid.  
176

177 **23. Counterparts.** This Contract may be executed in several counterparts, all of which when taken together  
178 shall constitute one agreement binding on all parties, notwithstanding that all parties are not signatories to the  
179 same counterpart. Each copy of the Contract so executed shall constitute an original.  
180

181 **24. Disclosure of Social Security Number.** Contractor must provide Contractor's Social Security number  
182 unless Contractor provides a federal tax ID number. This number is requested pursuant to ORS 305.385, OAR  
183 125-20-410(3) and OAR 150-305.100. Social Security numbers provided pursuant to this authority will be  
184 used for the administration of state, federal and local tax laws.  
185

186 **25. Governing Law, Venue, Consent to Jurisdiction.** This Contract shall be governed by and construed in  
187 accordance with the laws of the State of Oregon without regard to principles of conflicts of law. Any claim,  
188 action, suit or proceeding (collectively, "Claim") between County (and/or any other County or department of the  
189 State of Oregon) and Contractor that arises from or relates to this Contract shall be brought and conducted solely  
190 and exclusively within the Circuit Court of Morrow County for the State of Oregon; provided, however, if a  
191 Claim must be brought in a federal forum, then it shall be brought and conducted solely and exclusively within  
192 the United States District Court for the District of Oregon. CONTRACTOR, BY EXECUTION OF THIS  
193 CONTRACT, HEREBY CONSENTS TO THE IN PERSONAM JURISDICTION OF SAID COURTS.  
194

195 **26. Merger.** This contract and attached exhibits constitute the entire agreement between the parties on the  
196 subject matter hereof. There are no understandings, agreements, or representations, oral or written, not  
197 specified herein regarding this Contract. No waiver, consent, modification or change of terms of this Contract  
198 shall bind either party unless in writing and signed by both parties and all necessary State approvals have been  
199 obtained. Such waiver, consent, modification or change, if made, shall be effective only in the specific

200 instance and for the specific purpose given. The failure of County to enforce any provision of this Contract  
201 shall not constitute a waiver by County of that or any other provision.  
202  
203

204 **CONTRACTOR, BY EXECUTION OF THIS CONTRACT, HEREBY ACKNOWLEDGES THAT**  
205 **CONTRACTOR HAS READ THIS CONTRACT, UNDERSTANDS IT, AND AGREES TO BE**  
206 **BOUND BY ITS TERMS AND CONDITIONS.**  
207

208 **CONTRACTOR**

209  
210 By: *Gloria Ford* Title: OHV PARK HOST ASSISTANT Date: 4/3/19  
211 **Gloria Ford**

212 Facsimile number: \_\_\_\_\_ Phone number: \_\_\_\_\_  
213 \_\_\_\_\_  
214 \_\_\_\_\_

215 **COUNTY**

216 MORROW COUNTY BOARD OF COMMISSIONERS  
217 MORROW COUNTY, OREGON

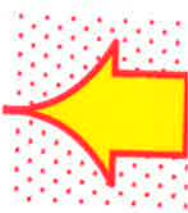
218  
219 Date:

220  
221  
222 \_\_\_\_\_  
223 Jim Doherty, Chair

224  
225 \_\_\_\_\_  
226 Melissa Lindsay, Commissioner

227  
228  
229 Approved as to form:  
230 \_\_\_\_\_  
231 \_\_\_\_\_  
232 Morrow County Counsel

233  
234 \_\_\_\_\_  
235 Don Russell, Commissioner



237 **SCOPE OF WORK**  
238 **OHV Park Host Assistant**

239  
240 Morrow County is the owner and operator of a public park which is known as OHV Park. The County provides  
241 public facilities at said Park, including full hook-up camping sites, restrooms, showers, soft drink machines, sewage  
242 disposal tanks, etc., The County establishes rules and regulations for use of the Park by Park visitors, and charges a fee  
243 for the use of the Park camping spaces and various amenities. It is necessary to the proper maintenance and order of the  
244 Park, as well as preservation and protection of County assets, that a Park Host be present during the spring, summer and  
245 fall months when Park is open to the public.

246  
247 1. It is intended that the Park Host Assistant shall live at the Park during the Park season and be present at the Park  
248 at all times. Park Host Assistant shall be available to greet and assist visitors, collect user fees, do maintenance  
249 and caretaking of the Park, provide information about Park usage and facilities, receive public comment, and be  
250 aware of activities occurring in the Park. In order to appropriately perform these responsibilities, the park host  
251 assistant must:

- 252
- 253 • Be knowledgeable about Park rules and regulations;
- 254 • Input guest reservations as necessary with park guest details and payment information into
- 255 reservation system using provided unique user ID/login;
- 256 • Be observant for activities or conditions occurring in the Park that require immediate attention;
- 257 • Be visible representative of the County in the Park;
- 258 • Set an appropriate example for compliance with Park rules and courtesies;
- 259 • Keep Welcome/Support Building clean and free of litter and debris; dusting and daily cleaning will
- 260 need to be completed.
- 261 • Assist keeping Park grounds and buildings, including but not limited to restrooms, Park camping
- 262 sites and cabins clean and free of litter and debris;
- 263 • Aid in keeping restroom dispensers filled with supplies such as soap, toilet tissue and paper towels;
- 264 • No outside garbage or refuse is to be deposited at the Park refuse collection site
- 265 • In parks with cabins follow the appropriate procedure for care of those cabins outlined in cabin
- 266 rental policy.
- 267 • At the OHV park be aware of motorized rules and be capable of selling State Parks licenses for
- 268 OHV equipment.

269  
270 2. County hereby waives Park Host Assistant's user fees applicable to the campsite that Park Host Assistant  
271 occupies during the term of this Agreement. Campsite to be determined by County.

272  
273 3. County shall provide Park Host Assistant with materials and supplies necessary to maintain restrooms, dispose  
274 of garbage, post rules and regulations and otherwise as may be required to fulfill the intentions of this  
275 Agreement.

276  
277 4. Park Host Assistant is not required to, and shall not attempt to personally deal with emergency situations arising  
278 at the Park during the term of this Agreement; Park Host Assistant shall contact the appropriate emergency  
279 personnel, including medical personnel and law enforcement officers, when in the judgment of the Park Host,  
280 such emergency services become necessary.

281  
282 5. The parties acknowledge that the Park Host Assistant is not an employee of Morrow County.  
283  
284

1  
2  
3  
4 **MORROW COUNTY PERSONAL/PROFESSIONAL SERVICES CONTRACT**  
5

6 This Contract is between Morrow County, a political subdivision of the State of Oregon, hereafter called  
7 County, and Sandra (Sandy) McDonald hereafter called Contractor. County's Contract  
8 Administrator for this contract is Matt Scrivner, Public Works Director.  
9

10 **1. Effective Date and Duration.** This contract shall become effective on May 01, 2019 or the date at which  
11 this Contract has been signed by every party hereto, whichever occurs first. Unless earlier terminated or  
12 extended, this Contract shall expire when County closes the park on or before November 30, 2019  
13 whichever date occurs first. The specific dates of park closing shall be determined by the County,  
14 depending upon the weather, the hunting season schedules, and the days upon which weekends occur.  
15 Expiration shall not extinguish or prejudice County's right to enforce this Contract with respect to any  
16 breach of a Contractor warranty; or any default or defect in Contractor performance that has not been cured.  
17

18 **2. Statement of Work.** Contractor agrees to perform the Work in accordance with the terms and conditions  
19 of Attachment #1: Scope of Work: Cutsforth Park Host.  
20

21 **3. Consideration**

22 a. County agrees to pay Contractor the daily rate of \$ \$45.00/day, (Monday through Sunday, for days  
23 actually worked that shall be approved by the Parks Operation Manager), for accomplishing the Work required  
24 by Attachment #1: Scope of Work: Cutsforth Park Host.  
25

26 **4. Contract Documents.** This contract consists of this Contract and attached Scope of Work. All attached  
27 Exhibits are hereby incorporated by reference.  
28

29 **5. Independent Contractor; Responsibility for Taxes and Withholding**

30 a. Contractor shall perform required Work as an independent contractor. The parties acknowledge that the  
31 Park Host is not an employee of Morrow County. Although the County reserves the right (i) to determine  
32 (and modify) the delivery schedule for the Work to be performed and (ii) to evaluate the quality of the  
33 completed performance, the County cannot and will not control the means or manner of the Contractor's  
34 performance. Contractor is responsible for determining the appropriate means and manner of performing  
35 the Work.

36 b. If Contractor is currently performing work for County, the State of Oregon or the Federal Government,  
37 Contractor by signature to this Contract declares and certifies that: Contractor's work to be performed  
38 under this Contract creates no potential or actual conflict of interest as defined by ORS 244 and that no  
39 rules or regulations of Contractor's employing entity (county, state or federal) would prohibit Contractor's  
40 activities under this Contract. Contractor is not an "officer", "employee", or "agent" of the County, as  
41 those terms are used in ORS 30.265.

42 c. Contractor shall be responsible for all federal or state taxes applicable to compensation or payments paid  
43 to Contractor under this Contract and, unless Contractor is subject to backup withholding, County will not  
44 withhold from such compensation or payments any amount(s) to cover Contractor's federal or state tax  
45 obligations. Contractor is not eligible for any Social Security, unemployment insurance or workers'  
46 compensation benefits from compensation or payments paid to Contractor under this Contract, except as a  
47 self-employed individual.  
48  
49  
50

51 **6. Subcontracts and Assignment; Successors and Assigns.**  
52 a. Contractor shall not enter into any subcontracts for any of the Work required by this Contract, or assign  
53 or transfer any of its interest in this Contract, without County’s prior written consent. In addition to any  
54 other provisions County may require, Contractor shall include in any permitted subcontract under this  
55 Contract a requirement that the subcontractor be bound by sections 6, 10, 11, 15, and 17 of this Contract as  
56 if the subcontractor were the Contractor. County’s consent to any subcontract shall not relieve Contractor  
57 of any of its duties or obligations under this Contract.  
58 b. The provisions of this contract shall be binding upon and shall inure to the benefit of the parties hereto,  
59 and their respective successors and assigns, if any.  
60

61 **7. No Third Party Beneficiaries.** County and Contractor are the only parties to this Contract and are the  
62 only parties entitled to enforce its terms. Nothing in this Contract gives, is intended to give, or shall be  
63 construed to give or provide any benefit or right, whether directly, indirectly or otherwise, to third persons  
64 unless such third persons are individually identified by name herein and expressly described as intended  
65 beneficiaries of the terms of this Contract.  
66

67 **8. Funds Available and Authorized**  
68 a. Contractor shall not be compensated for work performed under this contract by any other County or  
69 department of the State of Oregon. County has sufficient funds currently available and authorized for  
70 expenditure to finance the costs of this Contract.  
71 b. County will only pay for completed work that is accepted by County.  
72

73 **9. Representations and Warranties**  
74 a. **Contractor’s Representations and Warranties.** Contractor represents and warrants to County that (1)  
75 Contractor has the power and authority to enter into and perform this Contract, (2) this Contract, when  
76 executed and delivered, shall be a valid and binding obligation of Contractor enforceable in accordance  
77 with its terms, (3) the Work under this Contract shall be performed in a good and workmanlike manner  
78 and in accordance with the highest professional standards, (4) Contractor shall, at all times during the term  
79 of this Contract be qualified, professionally competent, and duly license to perform the Work.  
80 b. **Warranties Cumulative.** The warranties set forth in this section are in addition to, and not in lieu of,  
81 any other warranties provided.  
82

83 **10. Ownership of Work Product.** All Work products of the Contractor that result from this contract ("the  
84 Work Products") are the exclusive property of the County. County and Contractor intend that such Work  
85 Products be deemed “works made for hire” of which County shall be deemed the author. If for any reason the  
86 Work Products are not deemed “works made for hire”, Contractor hereby irrevocably assigns all of its right,  
87 title, and interest in and to any and all of the Work Product, whether arising from copyright, patent, trademark,  
88 trade secret, or any other state or federal intellectual property law or doctrine. Contractor shall execute such  
89 further documents and instruments as County may reasonably request in order to fully vest such right in  
90 County. Contractor forever waives any and all rights under 17 USC §106A or any other rights of  
91 identification of authorship or rights of approval, restriction or limitation on use or subsequent modifications.  
92

93 **11. Indemnity.** Contractor shall defend, save, hold harmless, and indemnify the State of Oregon and County,  
94 their officers, employees, agents, from and against all claims, suits, or actions, losses, damages, liabilities  
95 costs and expenses of any nature whatsoever resulting from, arising out of, or relating to the activities of  
96 Contractor or its officers, employees, subcontractors, or agents under this Contract.  
97

98 **12. Insurance.** Contractor shall provide proof of vehicle and/or home owner insurance.  
99  
100



101 **13. Termination**

102 a) **Parties Right to Terminate For Convenience.** This Contract may be terminated at any time by  
103 mutual written consent of the parties or with the terminating party providing 48 hours written notice to  
104 the other party.

105 b) **Remedies**

106 In the event of termination pursuant to Sections 13, Contractor's sole remedy shall be a claim for the sum  
107 designated for accomplishing the Work multiplied by the percentage of Work completed and accepted by  
108 County, less previous amounts paid and any claim(s) which State has against Contractor. If previous  
109 amounts paid to Contractor exceed the amount due to Contractor under this subsection, Contractor shall  
110 pay any excess to County upon demand.

111 c) **Contractor's Tender upon Termination.** Upon receiving a notice of termination of this Contract,  
112 Contractor shall immediately cease all activities under this Contract, unless County expressly directs  
113 otherwise in such notice of termination. Upon termination of this Contract, Contractor shall deliver to  
114 County all documents, information, works-in-progress and other property that are or would be  
115 deliverables had the Contract been completed. Upon County request, Contractor shall surrender to  
116 anyone County designates, all documents, research or objects or other tangible things needed to  
117 complete the Work.

118  
119 **14. Limitation of Liabilities.** EXCEPT FOR LIABILITY ARISING UNDER OR RELATED TO  
120 SECTIONS 13 or 9(a), NEITHER PARTY SHALL BE LIABLE FOR (i) ANY INDIRECT, INCIDENTAL,  
121 CONSEQUENTIAL OR SPECIAL DAMAGES UNDER THE CONTRACT OR (ii) ANY DAMAGES OF  
122 ANY SORT ARISING SOLELY FROM THE TERMINATION OF THIS CONTRACT IN ACCORDANCE  
123 WITH ITS TERMS.

124  
125 **15. Records Maintenance; Access.** Contractor shall maintain all fiscal records relating to this Contract in  
126 accordance with generally accepted accounting principles. In addition, Contractor shall maintain any other  
127 records pertinent to this Contract in such a manner as to clearly document Contractor's performance. Contractor  
128 acknowledges and agrees that County and the Oregon Secretary of State's Office and the federal government and  
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131 excerpts and transcripts. Contractor shall retain and keep accessible all such fiscal records, books, documents,  
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139 (ii) Section V of the Rehabilitation Act of 1973; (iii) the Americans with Disabilities Act of 1990 and ORS  
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146 Contractor shall promptly provide to the Oregon Department of Revenue and the Secretary of State Corporation  
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148 legal capacity to perform the Work under this Contract in the State of Oregon prior to entering into this Contract.

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152 control. Contractor shall, however, make all reasonable efforts to remove or eliminate such a cause of delay or  
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154 contract.  
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157 the rights and obligations set forth in Sections 1, 9, 10, 11, 13, 14, 15, 19, and 26.  
158

159 **20. Time is of the Essence.** Contractor agrees that time is of the essence under this Contract.  
160

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162 hereto or notices to be given hereunder shall be given in writing by personal delivery, facsimile, electronic  
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166 given five (5) days after mailing. Any communication or notice delivered by electronic transmission or  
167 facsimile shall be deemed to be given when receipt of the transmission is generated by the transmitting device.  
168 To be effective against County, such facsimile transmission must be confirmed by telephone notice to  
169 County's Contract Administrator. Any communication or notice by personal delivery shall be deemed to be  
170 given when actually delivered.  
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173 competent jurisdiction to be illegal or in conflict with any law, the validity of the remaining terms and  
174 provisions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as  
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178 shall constitute one agreement binding on all parties, notwithstanding that all parties are not signatories to the  
179 same counterpart. Each copy of the Contract so executed shall constitute an original.  
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183 125-20-410(3) and OAR 150-305.100. Social Security numbers provided pursuant to this authority will be  
184 used for the administration of state, federal and local tax laws.  
185

186 **25. Governing Law, Venue, Consent to Jurisdiction.** This Contract shall be governed by and construed in  
187 accordance with the laws of the State of Oregon without regard to principles of conflicts of law. Any claim,  
188 action, suit or proceeding (collectively, "Claim") between County (and/or any other County or department of the  
189 State of Oregon) and Contractor that arises from or relates to this Contract shall be brought and conducted solely  
190 and exclusively within the Circuit Court of Morrow County for the State of Oregon; provided, however, if a  
191 Claim must be brought in a federal forum, then it shall be brought and conducted solely and exclusively within  
192 the United States District Court for the District of Oregon. CONTRACTOR, BY EXECUTION OF THIS  
193 CONTRACT, HEREBY CONSENTS TO THE IN PERSONAM JURISDICTION OF SAID COURTS.  
194

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201 shall not constitute a waiver by County of that or any other provision.  
202

203  
204 **CONTRACTOR, BY EXECUTION OF THIS CONTRACT, HEREBY ACKNOWLEDGES THAT**  
205 **CONTRACTOR HAS READ THIS CONTRACT, UNDERSTANDS IT, AND AGREES TO BE**  
206 **BOUND BY ITS TERMS AND CONDITIONS.**  
207

208 **CONTRACTOR**

209  
210 By: Sandra McDonald Title: CUTSFORTH PARK HOST Date: 4-2-19  
211 **Sandra McDonald**

212 Facsimile number: \_\_\_\_\_ Phone number: 3 [REDACTED]  
213

214  
215 **COUNTY**

216 MORROW COUNTY BOARD OF COMMISSIONERS  
217 MORROW COUNTY, OREGON  
218

219 Date:

220  
221  
222 \_\_\_\_\_  
223 Jim Doherty, Chair

224  
225 \_\_\_\_\_  
226 Melissa Lindsay, Commissioner



227  
228  
229 Approved as to form:

230 \_\_\_\_\_  
231  
232 Morrow County Counsel

230 \_\_\_\_\_  
231 Don Russell, Commissioner

237 **SCOPE OF WORK**  
238 **Cutsforth Park Host**

239  
240 Morrow County is the owner and operator of a public park which is known as Cutsforth Park. The County  
241 provides public facilities at said Park, including full hook-up camping sites, restrooms, showers, soft drink machines,  
242 sewage disposal tanks, etc., The County establishes rules and regulations for use of the Park by Park visitors, and  
243 charges a fee for the use of the Park camping spaces and various amenities. It is necessary to the proper maintenance and  
244 order of the Park, as well as preservation and protection of County assets, that a Park Host be present during the spring,  
245 summer and fall months when Park is open to the public.  
246

- 247 1. It is intended that the Park Host shall live at the Park during the Park season and be present at the Park at all  
248 times. Park Host shall be available to greet and assist visitors, collect user fees, do maintenance and caretaking  
249 of the Park, provide information about Park usage and facilities, receive public comment, and be aware of  
250 activities occurring in the Park. In order to appropriately perform these responsibilities, the park host must:  
251
- 252 • Be knowledgeable about Park rules and regulations;
  - 253 • Input guest reservations as necessary with park guest details and payment information into  
254 reservation system using provided unique user ID/login;
  - 255 • Be observant for activities or conditions occurring in the Park that require immediate attention;
  - 256 • Be visible representative of the County in the Park;
  - 257 • Set an appropriate example for compliance with Park rules and courtesies;
  - 258 • Keep visitor center clean and free of litter and debris; dusting and daily cleaning will need to be  
259 completed.
  - 260 • Assist keeping Park grounds and buildings, including but not limited to restrooms, Park camping  
261 sites and cabins clean and free of litter and debris;
  - 262 • Aid in keeping restroom dispensers filled with supplies such as soap, toilet tissue and paper towels;
  - 263 • No outside garbage or refuse is to be deposited at the Park refuse collection site
  - 264 • In parks with cabins follow the appropriate procedure for care of those cabins outlined in cabin  
265 rental policy.  
266
- 267 2. County hereby waives Park Host's user fees applicable to the campsite that Park Host occupies during the term  
268 of this Agreement. Campsite to be determined by County.  
269
- 270 3. County shall provide Park Host with materials and supplies necessary to maintain restrooms, dispose of  
271 garbage, post rules and regulations and otherwise as may be required to fulfill the intentions of this Agreement.  
272
- 273 4. Park Host is not required to, and shall not attempt to personally deal with emergency situations arising at the  
274 Park during the term of this Agreement; Park Host shall contact the appropriate emergency personnel, including  
275 medical personnel and law enforcement officers, when in the judgment of the Park Host, such emergency  
276 services become necessary.  
277
- 278 5. The parties acknowledge that the Park Host is not an employee of Morrow County.  
279  
280  
281

1  
2  
3  
4 **MORROW COUNTY PERSONAL/PROFESSIONAL SERVICES CONTRACT**  
5

6 This Contract is between Morrow County, a political subdivision of the State of Oregon, hereafter called  
7 County, and Robert Allen hereafter called Contractor. County's Contract  
8 Administrator for this contract is Matt Scrivner, Public Works Director.  
9

10 **1. Effective Date and Duration.** This contract shall become effective on May 01, 2019 or the date at which  
11 this Contract has been signed by every party hereto, whichever occurs first. Unless earlier terminated or  
12 extended, this Contract shall expire when County closes the park on or before November 13, 2019  
13 whichever date occurs first. The specific dates of park closing shall be determined by the County,  
14 depending upon the weather, the hunting season schedules, and the days upon which weekends occur.  
15 Expiration shall not extinguish or prejudice County's right to enforce this Contract with respect to any  
16 breach of a Contractor warranty; or any default or defect in Contractor performance that has not been cured.  
17

18 **2. Statement of Work.** Contractor agrees to perform the Work in accordance with the terms and conditions  
19 of Attachment #1: Scope of Work: Anson Wright Park Host.  
20

21 **3. Consideration**

22 a. County agrees to pay Contractor the daily rate of \$ \$35.00/day, (Monday through Sunday, for days  
23 actually worked that shall be approved by the Parks Operation Manager), for accomplishing the Work required  
24 by Attachment #1: Scope of Work: Anson Wright Park Host.  
25

26 **4. Contract Documents.** This contract consists of this Contract and attached Scope of Work. All attached  
27 Exhibits are hereby incorporated by reference.  
28

29 **5. Independent Contractor; Responsibility for Taxes and Withholding**

30 a. Contractor shall perform required Work as an independent contractor. The parties acknowledge that the  
31 Park Host is not an employee of Morrow County. Although the County reserves the right (i) to determine  
32 (and modify) the delivery schedule for the Work to be performed and (ii) to evaluate the quality of the  
33 completed performance, the County cannot and will not control the means or manner of the Contractor's  
34 performance. Contractor is responsible for determining the appropriate means and manner of performing  
35 the Work.

36 b. If Contractor is currently performing work for County, the State of Oregon or the Federal Government,  
37 Contractor by signature to this Contract declares and certifies that: Contractor's work to be performed  
38 under this Contract creates no potential or actual conflict of interest as defined by ORS 244 and that no  
39 rules or regulations of Contractor's employing entity (county, state or federal) would prohibit Contractor's  
40 activities under this Contract. Contractor is not an "officer", "employee", or "agent" of the County, as  
41 those terms are used in ORS 30.265.

42 c. Contractor shall be responsible for all federal or state taxes applicable to compensation or payments paid  
43 to Contractor under this Contract and, unless Contractor is subject to backup withholding, County will not  
44 withhold from such compensation or payments any amount(s) to cover Contractor's federal or state tax  
45 obligations. Contractor is not eligible for any Social Security, unemployment insurance or workers'  
46 compensation benefits from compensation or payments paid to Contractor under this Contract, except as a  
47 self-employed individual.  
48  
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51 **6. Subcontracts and Assignment; Successors and Assigns.**  
52 a. Contractor shall not enter into any subcontracts for any of the Work required by this Contract, or assign  
53 or transfer any of its interest in this Contract, without County’s prior written consent. In addition to any  
54 other provisions County may require, Contractor shall include in any permitted subcontract under this  
55 Contract a requirement that the subcontractor be bound by sections 6, 10, 11, 15, and 17 of this Contract as  
56 if the subcontractor were the Contractor. County’s consent to any subcontract shall not relieve Contractor  
57 of any of its duties or obligations under this Contract.  
58 b. The provisions of this contract shall be binding upon and shall inure to the benefit of the parties hereto,  
59 and their respective successors and assigns, if any.  
60

61 **7. No Third Party Beneficiaries.** County and Contractor are the only parties to this Contract and are the  
62 only parties entitled to enforce its terms. Nothing in this Contract gives, is intended to give, or shall be  
63 construed to give or provide any benefit or right, whether directly, indirectly or otherwise, to third persons  
64 unless such third persons are individually identified by name herein and expressly described as intended  
65 beneficiaries of the terms of this Contract.  
66

67 **8. Funds Available and Authorized**  
68 a. Contractor shall not be compensated for work performed under this contract by any other County or  
69 department of the State of Oregon. County has sufficient funds currently available and authorized for  
70 expenditure to finance the costs of this Contract.  
71 b. County will only pay for completed work that is accepted by County.  
72

73 **9. Representations and Warranties**  
74 **a. Contractor’s Representations and Warranties.** Contractor represents and warrants to County that (1)  
75 Contractor has the power and authority to enter into and perform this Contract, (2) this Contract, when  
76 executed and delivered, shall be a valid and binding obligation of Contractor enforceable in accordance  
77 with its terms, (3) the Work under this Contract shall be performed in a good and workmanlike manner  
78 and in accordance with the highest professional standards, (4) Contractor shall, at all times during the term  
79 of this Contract be qualified, professionally competent, and duly license to perform the Work.  
80 **b. Warranties Cumulative.** The warranties set forth in this section are in addition to, and not in lieu of,  
81 any other warranties provided.  
82

83 **10. Ownership of Work Product.** All Work products of the Contractor that result from this contract ("the  
84 Work Products") are the exclusive property of the County. County and Contractor intend that such Work  
85 Products be deemed “works made for hire” of which County shall be deemed the author. If for any reason the  
86 Work Products are not deemed “works made for hire”, Contractor hereby irrevocably assigns all of its right,  
87 title, and interest in and to any and all of the Work Product, whether arising from copyright, patent, trademark,  
88 trade secret, or any other state or federal intellectual property law or doctrine. Contractor shall execute such  
89 further documents and instruments as County may reasonably request in order to fully vest such right in  
90 County. Contractor forever waives any and all rights under 17 USC §106A or any other rights of  
91 identification of authorship or rights of approval, restriction or limitation on use or subsequent modifications.  
92

93 **11. Indemnity.** Contractor shall defend, save, hold harmless, and indemnify the State of Oregon and County,  
94 their officers, employees, agents, from and against all claims, suits, or actions, losses, damages, liabilities  
95 costs and expenses of any nature whatsoever resulting from, arising out of, or relating to the activities of  
96 Contractor or its officers, employees, subcontractors, or agents under this Contract.  
97

98 **12. Insurance.** Contractor shall provide proof of vehicle and/or home owner insurance.  
99  
100

101 **13. Termination**

102 a) **Parties Right to Terminate For Convenience.** This Contract may be terminated at any time by  
103 mutual written consent of the parties or with the terminating party providing 48 hours written notice to  
104 the other party.

105 b) **Remedies**

106 In the event of termination pursuant to Sections 13, Contractor's sole remedy shall be a claim for the sum  
107 designated for accomplishing the Work multiplied by the percentage of Work completed and accepted by  
108 County, less previous amounts paid and any claim(s) which State has against Contractor. If previous  
109 amounts paid to Contractor exceed the amount due to Contractor under this subsection, Contractor shall  
110 pay any excess to County upon demand.

111 c) **Contractor's Tender upon Termination.** Upon receiving a notice of termination of this Contract,  
112 Contractor shall immediately cease all activities under this Contract, unless County expressly directs  
113 otherwise in such notice of termination. Upon termination of this Contract, Contractor shall deliver to  
114 County all documents, information, works-in-progress and other property that are or would be  
115 deliverables had the Contract been completed. Upon County request, Contractor shall surrender to  
116 anyone County designates, all documents, research or objects or other tangible things needed to  
117 complete the Work.

118  
119 **14. Limitation of Liabilities.** EXCEPT FOR LIABILITY ARISING UNDER OR RELATED TO  
120 SECTIONS 13 or 9(a), NEITHER PARTY SHALL BE LIABLE FOR (I) ANY INDIRECT, INCIDENTAL,  
121 CONSEQUENTIAL OR SPECIAL DAMAGES UNDER THE CONTRACT OR (ii) ANY DAMAGES OF  
122 ANY SORT ARISING SOLELY FROM THE TERMINATION OF THIS CONTRACT IN ACCORDANCE  
123 WITH ITS TERMS.

124  
125 **15. Records Maintenance; Access.** Contractor shall maintain all fiscal records relating to this Contract in  
126 accordance with generally accepted accounting principles. In addition, Contractor shall maintain any other  
127 records pertinent to this Contract in such a manner as to clearly document Contractor's performance. Contractor  
128 acknowledges and agrees that County and the Oregon Secretary of State's Office and the federal government and  
129 their duly authorized representatives shall have access to such fiscal records and other books, documents, papers,  
130 plans and writings of Contractor that are pertinent to this Contract to perform examinations and audits and make  
131 excerpts and transcripts. Contractor shall retain and keep accessible all such fiscal records, books, documents,  
132 papers, plans, and writings for a minimum of three (3) years, or such longer period as may be required by  
133 applicable law, following final payment and termination of this Contract, or until the conclusion of any audit,  
134 controversy or litigation arising out of or related to this Contract, whichever date is later.

135  
136 **16. Compliance with Applicable Law.** Contractor shall comply with all federal, state and local laws,  
137 regulations, executive orders and ordinances applicable to the Work under this Contract. Without limiting the  
138 generality of the foregoing, Contractor expressly agrees to comply with: (i) Title VI of Civil Rights Act of 1964;  
139 (ii) Section V of the Rehabilitation Act of 1973; (iii) the Americans with Disabilities Act of 1990 and ORS  
140 659.425; (iv) all regulations and administrative rules established pursuant to the foregoing laws; and (v) all other  
141 applicable requirements of federal and state civil rights and rehabilitation statutes, rules and regulations.  
142 County's performance under this Contract is conditioned upon Contractor's compliance with the provisions of  
143 ORS 279.312, 279.314, 279.316, 279.320, and 279.555, which are incorporated by reference herein.

144  
145 **17. Foreign Contractor.** If Contractor is not domiciled in or registered to do business in the State of Oregon,  
146 Contractor shall promptly provide to the Oregon Department of Revenue and the Secretary of State Corporation  
147 Division all information required by those agencies relative to this Contract. Contractor shall demonstrate its  
148 legal capacity to perform the Work under this Contract in the State of Oregon prior to entering into this Contract.

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151 **18. Force Majeure.** Neither County nor Contractor shall be held responsible for delay or default caused by  
152 fire, riot, acts of God, or war where such cause was beyond, respectively, County's or Contractor's reasonable  
153 control. Contractor shall, however, make all reasonable efforts to remove or eliminate such a cause of delay or  
154 default and shall, upon the cessation of the cause, diligently pursue performance of its obligations under this  
155 contract.  
156

157 **19. Survival.** All rights and obligations shall cease upon termination or expiration of this Contract, except for  
158 the rights and obligations set forth in Sections 1, 9, 10, 11, 13, 14, 15, 19, and 26.  
159

160 **20. Time is of the Essence.** Contractor agrees that time is of the essence under this Contract.  
161

162 **21. Notice.** Except as otherwise expressly provided in this Contract, any communication between the parties  
163 hereto or notices to be given hereunder shall be given in writing by personal delivery, facsimile, electronic  
164 transmission or mailing the same, postage prepaid, to Contractor or County at the address or number set forth  
165 on the signature page of this Contract, or to such other addresses or numbers as either party may hereafter  
166 indicate pursuant to this Section Any communication or notice so addressed and mailed shall be deemed to be  
167 given five (5) days after mailing. Any communication or notice delivered by electronic transmission or  
168 facsimile shall be deemed to be given when receipt of the transmission is generated by the transmitting device.  
169 To be effective against County, such electronic or facsimile transmission must be confirmed by telephone  
170 notice to County's Contract Administrator. Any communication or notice by personal delivery shall be  
171 deemed to be given when actually delivered.  
172

173 **22. Severability.** The parties agree that if any term or provision of this contract is declared by a court of  
174 competent jurisdiction to be illegal or in conflict with any law, the validity of the remaining terms and  
175 provisions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as  
176 if the contract did not contain the particular term or provision held to be invalid.  
177

178 **23. Counterparts.** This Contract may be executed in several counterparts, all of which when taken together  
179 shall constitute one agreement binding on all parties, notwithstanding that all parties are not signatories to the  
180 same counterpart. Each copy of the Contract so executed shall constitute an original.  
181

182 **24. Disclosure of Social Security Number.** Contractor must provide Contractor's Social Security number  
183 unless Contractor provides a federal tax ID number. This number is requested pursuant to ORS 305.385, OAR  
184 125-20-410(3) and OAR 150-305.100. Social Security numbers provided pursuant to this authority will be  
185 used for the administration of state, federal and local tax laws.  
186

187 **25. Governing Law, Venue, Consent to Jurisdiction.** This Contract shall be governed by and construed in  
188 accordance with the laws of the State of Oregon without regard to principles of conflicts of law. Any claim,  
189 action, suit or proceeding (collectively, "Claim") between County (and/or any other County or department of the  
190 State of Oregon) and Contractor that arises from or relates to this Contract shall be brought and conducted solely  
191 and exclusively within the Circuit Court of Morrow County for the State of Oregon; provided, however, if a  
192 Claim must be brought in a federal forum, then it shall be brought and conducted solely and exclusively within  
193 the United States District Court for the District of Oregon. CONTRACTOR, BY EXECUTION OF THIS  
194 CONTRACT, HEREBY CONSENTS TO THE IN PERSONAM JURISDICTION OF SAID COURTS.  
195

196 **26. Merger.** This contract and attached exhibits constitute the entire agreement between the parties on the  
197 subject matter hereof. There are no understandings, agreements, or representations, oral or written, not  
198 specified herein regarding this Contract. No waiver, consent, modification or change of terms of this Contract  
199 shall bind either party unless in writing and signed by both parties and all necessary State approvals have been  
200 obtained. Such waiver, consent, modification or change, if made, shall be effective only in the specific



201 instance and for the specific purpose given. The failure of County to enforce any provision of this Contract  
202 shall not constitute a waiver by County of that or any other provision.  
203  
204

205 **CONTRACTOR, BY EXECUTION OF THIS CONTRACT, HEREBY ACKNOWLEDGES THAT**  
206 **CONTRACTOR HAS READ THIS CONTRACT, UNDERSTANDS IT, AND AGREES TO BE**  
207 **BOUND BY ITS TERMS AND CONDITIONS.**  
208

209 **CONTRACTOR**

210  
211 By: Robert Allen Title: ANSON WRIGHT PARK HOST Date: 4-1-19  
212 **Robert Allen**

213 Facsimile number: \_\_\_\_\_ Phone number: \_\_\_\_\_  
214 \_\_\_\_\_  
215 \_\_\_\_\_

216 **COUNTY**

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

219  
220 Date:

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223 \_\_\_\_\_  
224 Jim Doherty, Chair

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226 \_\_\_\_\_  
227 Melissa Lindsay, Commissioner

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230 Approved as to form:  
231 \_\_\_\_\_  
232 \_\_\_\_\_  
233 Morrow County Counsel

234  
235 \_\_\_\_\_  
236 Don Russell, Commissioner



238 **SCOPE OF WORK**  
239 **ANSON WRIGHT Park Host**  
240

241 Morrow County is the owner and operator of a public park which is known as Anson Wright Park. The County  
242 provides public facilities at said Park, including full hook-up camping sites, restrooms, showers, soft drink machines,  
243 sewage disposal tanks, etc., The County establishes rules and regulations for use of the Park by Park visitors, and  
244 charges a fee for the use of the Park camping spaces and various amenities. It is necessary to the proper maintenance and  
245 order of the Park, as well as preservation and protection of County assets, that a Park Host be present during the spring,  
246 summer and fall months when Park is open to the public.  
247

- 248 1. It is intended that the Park Host shall live at the Park during the Park season and be present at the Park at all  
249 times. Park Host shall be available to greet and assist visitors, collect user fees, do maintenance and caretaking  
250 of the Park, provide information about Park usage and facilities, receive public comment, and be aware of  
251 activities occurring in the Park. In order to appropriately perform these responsibilities, the park host must:  
252
- 253 • Be knowledgeable about Park rules and regulations;
  - 254 • Input guest reservations as necessary with park guest details and payment information into  
255 reservation system using provided unique user ID/login;
  - 256 • Be observant for activities or conditions occurring in the Park that require immediate attention;
  - 257 • Be visible representative of the County in the Park;
  - 258 • Set an appropriate example for compliance with Park rules and courtesies;
  - 259 • Keep visitor center clean and free of litter and debris; dusting and daily cleaning will need to be  
260 completed.
  - 261 • Assist keeping Park grounds and buildings, including but not limited to restrooms, Park camping  
262 sites and cabins clean and free of litter and debris;
  - 263 • Aid in keeping restroom dispensers filled with supplies such as soap, toilet tissue and paper towels;
  - 264 • No outside garbage or refuse is to be deposited at the Park refuse collection site
  - 265 • In parks with cabins follow the appropriate procedure for care of those cabins outlined in cabin  
266 rental policy.
- 267
- 268 2. County hereby waives Park Host's user fees applicable to the campsite that Park Host occupies during the term  
269 of this Agreement. Campsite to be determined by County.  
270
- 271 3. County shall provide Park Host with materials and supplies necessary to maintain restrooms, dispose of  
272 garbage, post rules and regulations and otherwise as may be required to fulfill the intentions of this Agreement.  
273
- 274 4. Park Host is not required to, and shall not attempt to personally deal with emergency situations arising at the  
275 Park during the term of this Agreement; Park Host shall contact the appropriate emergency personnel, including  
276 medical personnel and law enforcement officers, when in the judgment of the Park Host, such emergency  
277 services become necessary.  
278
- 279 5. The parties acknowledge that the Park Host is not an employee of Morrow County.  
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4 **MORROW COUNTY PERSONAL/PROFESSIONAL SERVICES CONTRACT**  
5

6 This Contract is between Morrow County, a political subdivision of the State of Oregon, hereafter called  
7 County, and Robert (Bob) Morris hereafter called Contractor. County's Contract  
8 Administrator for this contract is Matt Scrivner, Public Works Director.  
9

10 **1. Effective Date and Duration.** This contract shall become effective on May 01, 2019 or the date at which  
11 this Contract has been signed by every party hereto, whichever occurs first. Unless earlier terminated or  
12 extended, this Contract shall expire when County closes the park on or before November 30, 2019  
13 whichever date occurs first. The specific dates of park closing shall be determined by the County,  
14 depending upon the weather, the hunting season schedules, and the days upon which weekends occur.  
15 Expiration shall not extinguish or prejudice County's right to enforce this Contract with respect to any  
16 breach of a Contractor warranty; or any default or defect in Contractor performance that has not been cured.  
17

18 **2. Statement of Work.** Contractor agrees to perform the Work in accordance with the terms and conditions  
19 of Attachment #1: Scope of Work: Park Host Relief.  
20

21 **3. Consideration**

22 a. County agrees to pay Contractor the daily rate of Sixty Dollars (\$60.00) for time relieving OHV Camp  
23 Host; Forty-Five Dollars (\$45.00) relieving Cutsforth Camp Host; or Thirty-Five Dollars (\$35.00) per day  
24 relieving Anson Wright Camp Host or when fulfilling Park Host Assistant position. (Monday through  
25 Sunday, for days actually worked that shall be approved by the Parks Operation Manager), for accomplishing the  
26 Work required by Attachment #1: Scope of Work: Park Host Relief.  
27

28 **4. Contract Documents.** This contract consists of this Contract and attached Scope of Work. All attached  
29 Exhibits are hereby incorporated by reference.  
30

31 **5. Independent Contractor; Responsibility for Taxes and Withholding**

32 a. Contractor shall perform required Work as an independent contractor. The parties acknowledge that the  
33 Park Host is not an employee of Morrow County. Although the County reserves the right (i) to determine  
34 (and modify) the delivery schedule for the Work to be performed and (ii) to evaluate the quality of the  
35 completed performance, the County cannot and will not control the means or manner of the Contractor's  
36 performance. Contractor is responsible for determining the appropriate means and manner of performing  
37 the Work.

38 b. If Contractor is currently performing work for County, the State of Oregon or the Federal Government,  
39 Contractor by signature to this Contract declares and certifies that: Contractor's work to be performed  
40 under this Contract creates no potential or actual conflict of interest as defined by ORS 244 and that no  
41 rules or regulations of Contractor's employing entity (county, state or federal) would prohibit Contractor's  
42 activities under this Contract. Contractor is not an "officer", "employee", or "agent" of the County, as  
43 those terms are used in ORS 30.265.

44 c. Contractor shall be responsible for all federal or state taxes applicable to compensation or payments paid  
45 to Contractor under this Contract and, unless Contractor is subject to backup withholding, County will not  
46 withhold from such compensation or payments any amount(s) to cover Contractor's federal or state tax  
47 obligations. Contractor is not eligible for any Social Security, unemployment insurance or workers'  
48 compensation benefits from compensation or payments paid to Contractor under this Contract, except as a  
49 self-employed individual.  
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**6. Subcontracts and Assignment; Successors and Assigns.**

- a. Contractor shall not enter into any subcontracts for any of the Work required by this Contract, or assign or transfer any of its interest in this Contract, without County’s prior written consent. In addition to any other provisions County may require, Contractor shall include in any permitted subcontract under this Contract a requirement that the subcontractor be bound by sections 6, 10, 11, 15, and 17 of this Contract as if the subcontractor were the Contractor. County’s consent to any subcontract shall not relieve Contractor of any of its duties or obligations under this Contract.
- b. The provisions of this contract shall be binding upon and shall inure to the benefit of the parties hereto, and their respective successors and assigns, if any.

**7. No Third Party Beneficiaries.** County and Contractor are the only parties to this Contract and are the only parties entitled to enforce its terms. Nothing in this Contract gives, is intended to give, or shall be construed to give or provide any benefit or right, whether directly, indirectly or otherwise, to third persons unless such third persons are individually identified by name herein and expressly described as intended beneficiaries of the terms of this Contract.

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- a. Contractor shall not be compensated for work performed under this contract by any other County or department of the State of Oregon. County has sufficient funds currently available and authorized for expenditure to finance the costs of this Contract.
- b. County will only pay for completed work that is accepted by County.

**9. Representations and Warranties**

- a. **Contractor’s Representations and Warranties.** Contractor represents and warrants to County that (1) Contractor has the power and authority to enter into and perform this Contract, (2) this Contract, when executed and delivered, shall be a valid and binding obligation of Contractor enforceable in accordance with its terms, (3) the Work under this Contract shall be performed in a good and workmanlike manner and in accordance with the highest professional standards, (4) Contractor shall, at all times during the term of this Contract be qualified, professionally competent, and duly license to perform the Work.
- b. **Warranties Cumulative.** The warranties set forth in this section are in addition to, and not in lieu of, any other warranties provided.

**10. Ownership of Work Product.** All Work products of the Contractor that result from this contract ("the Work Products") are the exclusive property of the County. County and Contractor intend that such Work Products be deemed “works made for hire” of which County shall be deemed the author. If for any reason the Work Products are not deemed “works made for hire”, Contractor hereby irrevocably assigns all of its right, title, and interest in and to any and all of the Work Product, whether arising from copyright, patent, trademark, trade secret, or any other state or federal intellectual property law or doctrine. Contractor shall execute such further documents and instruments as County may reasonably request in order to fully vest such right in County. Contractor forever waives any and all rights under 17 USC §106A or any other rights of identification of authorship or rights of approval, restriction or limitation on use or subsequent modifications.

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**12. Insurance.** Contractor shall provide proof of vehicle and/or home owner insurance.

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**13. Termination**

- a) **Parties Right to Terminate For Convenience.** This Contract may be terminated at any time by mutual written consent of the parties or with the terminating party providing 48 hours written notice to the other party.
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In the event of termination pursuant to Sections 13, Contractor's sole remedy shall be a claim for the sum designated for accomplishing the Work multiplied by the percentage of Work completed and accepted by County, less previous amounts paid and any claim(s) which State has against Contractor. If previous amounts paid to Contractor exceed the amount due to Contractor under this subsection, Contractor shall pay any excess to County upon demand.
- c) **Contractor's Tender upon Termination.** Upon receiving a notice of termination of this Contract, Contractor shall immediately cease all activities under this Contract, unless County expressly directs otherwise in such notice of termination. Upon termination of this Contract, Contractor shall deliver to County all documents, information, works-in-progress and other property that are or would be deliverables had the Contract been completed. Upon County request, Contractor shall surrender to anyone County designates, all documents, research or objects or other tangible things needed to complete the Work.

**14. Limitation of Liabilities.** EXCEPT FOR LIABILITY ARISING UNDER OR RELATED TO SECTIONS 13 or 9(a), NEITHER PARTY SHALL BE LIABLE FOR (i) ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL OR SPECIAL DAMAGES UNDER THE CONTRACT OR (ii) ANY DAMAGES OF ANY SORT ARISING SOLELY FROM THE TERMINATION OF THIS CONTRACT IN ACCORDANCE WITH ITS TERMS.

**15. Records Maintenance; Access.** Contractor shall maintain all fiscal records relating to this Contract in accordance with generally accepted accounting principles. In addition, Contractor shall maintain any other records pertinent to this Contract in such a manner as to clearly document Contractor's performance. Contractor acknowledges and agrees that County and the Oregon Secretary of State's Office and the federal government and their duly authorized representatives shall have access to such fiscal records and other books, documents, papers, plans and writings of Contractor that are pertinent to this Contract to perform examinations and audits and make excerpts and transcripts. Contractor shall retain and keep accessible all such fiscal records, books, documents, papers, plans, and writings for a minimum of three (3) years, or such longer period as may be required by applicable law, following final payment and termination of this Contract, or until the conclusion of any audit, controversy or litigation arising out of or related to this Contract, whichever date is later.

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**17. Foreign Contractor.** If Contractor is not domiciled in or registered to do business in the State of Oregon, Contractor shall promptly provide to the Oregon Department of Revenue and the Secretary of State Corporation Division all information required by those agencies relative to this Contract. Contractor shall demonstrate its legal capacity to perform the Work under this Contract in the State of Oregon prior to entering into this Contract.

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**18. Force Majeure.** Neither County nor Contractor shall be held responsible for delay or default caused by fire, riot, acts of God, or war where such cause was beyond, respectively, County's or Contractor's reasonable control. Contractor shall, however, make all reasonable efforts to remove or eliminate such a cause of delay or default and shall, upon the cessation of the cause, diligently pursue performance of its obligations under this contract.

**19. Survival.** All rights and obligations shall cease upon termination or expiration of this Contract, except for the rights and obligations set forth in Sections 1, 9, 10, 11, 13, 14, 15, 19, and 26.

**20. Time is of the Essence.** Contractor agrees that time is of the essence under this Contract.

**21. Notice.** Except as otherwise expressly provided in this Contract, any communication between the parties hereto or notices to be given hereunder shall be given in writing by personal delivery, facsimile, electronic transmission or mailing the same, postage prepaid, to Contractor or County at the address or number set forth on the signature page of this Contract, or to such other addresses or numbers as either party may hereafter indicate pursuant to this Section Any communication or notice so addressed and mailed shall be deemed to be given five (5) days after mailing. Any communication or notice delivered by electronic transmission or facsimile shall be deemed to be given when receipt of the transmission is generated by the transmitting device. To be effective against County, such facsimile transmission must be confirmed by telephone notice to County's Contract Administrator. Any communication or notice by personal delivery shall be deemed to be given when actually delivered.

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

**23. Counterparts.** This Contract may be executed in several counterparts, all of which when taken together shall constitute one agreement binding on all parties, notwithstanding that all parties are not signatories to the same counterpart. Each copy of the Contract so executed shall constitute an original.

**24. Disclosure of Social Security Number.** Contractor must provide Contractor's Social Security number unless Contractor provides a federal tax ID number. This number is requested pursuant to ORS 305.385, OAR 125-20-410(3) and OAR 150-305.100. Social Security numbers provided pursuant to this authority will be used for the administration of state, federal and local tax laws.

**25. Governing Law, Venue, Consent to Jurisdiction.** This Contract shall be governed by and construed in accordance with the laws of the State of Oregon without regard to principles of conflicts of law. Any claim, action, suit or proceeding (collectively, "Claim") between County (and/or any other County or department of the State of Oregon) and Contractor that arises from or relates to this Contract shall be brought and conducted solely and exclusively within the Circuit Court of Morrow County for the State of Oregon; provided, however, if a Claim must be brought in a federal forum, then it shall be brought and conducted solely and exclusively within the United States District Court for the District of Oregon. CONTRACTOR, BY EXECUTION OF THIS CONTRACT, HEREBY CONSENTS TO THE IN PERSONAM JURISDICTION OF SAID COURTS.

**26. Merger.** This contract and attached exhibits constitute the entire agreement between the parties on the subject matter hereof. There are no understandings, agreements, or representations, oral or written, not specified herein regarding this Contract. No waiver, consent, modification or change of terms of this Contract shall bind either party unless in writing and signed by both parties and all necessary State approvals have been

201 obtained. Such waiver, consent, modification or change, if made, shall be effective only in the specific  
202 instance and for the specific purpose given. The failure of County to enforce any provision of this Contract  
203 shall not constitute a waiver by County of that or any other provision.  
204  
205

206 **CONTRACTOR, BY EXECUTION OF THIS CONTRACT, HEREBY ACKNOWLEDGES THAT**  
207 **CONTRACTOR HAS READ THIS CONTRACT, UNDERSTANDS IT, AND AGREES TO BE**  
208 **BOUND BY ITS TERMS AND CONDITIONS.**

209  
210 **CONTRACTOR**

211  
212 By: \_\_\_\_\_ Title: PARK HOST RELIEF Date: \_\_\_\_\_

213 **Robert Morris**

214 Facsimile number: \_\_\_\_\_ Phone number: \_\_\_\_\_  
215  
216

217 **COUNTY**

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

220  
221 Date:

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231 Approved as to form:

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

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\_\_\_\_\_  
Jim Doherty, Chair

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Melissa Lindsay, Commissioner

\_\_\_\_\_  
Don Russell, Commissioner



239 **SCOPE OF WORK**  
240 **Park Host Relief**

241  
242 Morrow County is the owner and operator of public parks which is known as OHV, Anson Wright Park and  
243 Cutsforth Park. The County provides public facilities at said Parks, including full hook-up camping sites, restrooms,  
244 showers, soft drink machines, sewage disposal tanks, etc., The County establishes rules and regulations for use of the  
245 Park by Park visitors, and charges a fee for the use of the Park camping spaces and various amenities. It is necessary to  
246 the proper maintenance and order of the Park, as well as preservation and protection of County assets, that a Park Host  
247 Relief be present during the spring, summer and fall months when Park is open to the public.  
248

- 249 1. It is intended that the Park Host Relief shall be available at the Park during the Park season and be present at the  
250 Park at all times as approved by Parks Operation Manager. Park Host Relief shall be available to greet and assist  
251 visitors, collect user fees, do maintenance and caretaking of the Park, provide information about Park usage and  
252 facilities, receive public comment, and be aware of activities occurring in the Park. In order to appropriately  
253 perform these responsibilities, when filling in as the park host/ park host assistant must:  
254
- 255 • Be knowledgeable about Park rules and regulations;
  - 256 • Input guest reservations as necessary with park guest details and payment information into  
257 reservation system using provided unique user ID/login;
  - 258 • Be observant for activities or conditions occurring in the Park that require immediate attention;
  - 259 • Be visible representative of the County in the Park;
  - 260 • Set an appropriate example for compliance with Park rules and courtesies;
  - 261 • Keep Welcome/Support Building or Visitor Centers clean and free of litter and debris; dusting and  
262 daily cleaning will need to be completed.
  - 263 • Assist keeping Park grounds and buildings, including but not limited to restrooms, Park camping  
264 sites and cabins clean and free of litter and debris;
  - 265 • Aid in keeping restroom dispensers filled with supplies such as soap, toilet tissue and paper towels;
  - 266 • No outside garbage or refuse is to be deposited at the Park refuse collection site
  - 267 • In parks with cabins follow the appropriate procedure for care of those cabins outlined in cabin  
268 rental policy.
- 269
- 270 2. County hereby waives Park Host Relief’s user fees applicable to the campsite that Park Host Relief occupies  
271 during the term of this Agreement during such time Park Host Relief is fulfilling duties of the Park Host/Park  
272 Host Assistant. Campsite to be determined by County.  
273
- 274 3. County shall provide Park Host Relief with materials and supplies necessary to maintain restrooms, dispose of  
275 garbage, post rules and regulations and otherwise as may be required to fulfill the intentions of this Agreement.  
276
- 277 4. Park Host Relief is not required to, and shall not attempt to personally deal with emergency situations arising at  
278 the Park during the term of this Agreement; Park Host Relief shall contact the appropriate emergency personnel,  
279 including medical personnel and law enforcement officers, when in the judgment of the Park Host Relief, such  
280 emergency services become necessary.  
281
- 282 5. The parties acknowledge that the Park Host Relief is not an employee of Morrow County.  
283  
284  
285



**MORROW COUNTY BOARD OF COMMISSIONERS MEETING AGENDA**  
**Wednesday, April 10, 2019 at 9:00 a.m.**  
**Irrigon Branch of the Oregon Trail Library District, Community Room**  
**490 N.E. Main Ave., Irrigon, Oregon**  
**AMENDED**

- 1. Call to Order and Pledge of Allegiance - 9:00 a.m.**
- 2. City/Citizen Comments:** Individuals may address the Board on topics not on the agenda
- 3. Open Agenda:** The Board may introduce subjects not on the agenda
- 4. Consent Calendar**
  - a. Accounts Payable, April 11<sup>th</sup>; Retirement Taxes, April 1<sup>st</sup>, \$19,565.41
  - b. Contract for Bridge Widening Projects – Marcum & Sons LLC
- 5. Legislative Updates**
- 6. Business Items**
  - a. Contracts for Park Hosts at County Parks (Greg Close, Parks General Manager)
  - b. Owner’s Rep Evaluation TEAM (Darrell Green, Administrator)
  - c. Noxious Weed Control Agreement with the Army Corps of Engineers (Dave Pranger, Weed Coordinator/Inspector)
  - d. Update on Shared Building Inspector Position with the City of Boardman (Commissioner Lindsay)
  - e. Intergovernmental Agreement with the City of Irrigon for Law Enforcement Services (Sheriff Ken Matlack, Undersheriff John Bowles)
  - f. First Reading - Ordinance No. ORD-2019-5 Miller/Haguewood Aggregate (Carla McLane, Planning Director)
  - g. Deliberations – Ordinance No. ORD-2019-4 Code Enforcement Ordinance Proposed Changes (Carla McLane)
  - h. First Reading – Ordinance No. ORD-2019-4 Code Enforcement Ordinance Proposed Changes (Carla McLane)
- 7. Department Reports**
  - a. Planning Department Monthly Report (Carla McLane)
  - b. Justice Court Quarterly Report (Judge Ann Spicer)
- 8. Correspondence**
- 9. Commissioner Reports**
- 10. Signing of documents**
- 11. Adjournment**

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

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

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



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

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

On page one of our Owners Rep RFP, an Interview (if needed) will be conducted on May 1, 2019. We need to assemble an Interview TEAM to interview potential Owners Representatives.

What process would you like, to select the TEAM members?

How many people should be on the Interview TEAM?

Who should be represented on the Interview TEAM? On page 9 Section 4.5 of the RFP states; 'A review team comprised of Morrow County Commissioners, County Administrator, the Project Consultant and possible community members will evaluate each firm's....'

The TEAM will need to be decided upon no later than April 24, 2019 at the Board of Commissioner meeting as the Submission Deadline is April 24th at 4:00 pm. The TEAM should meet at least once before the interview date to review the process.

**2. FISCAL IMPACT:**

Up to \$1625 for our Consultant, Robynne Parkinson, to review submitted proposals

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

Select Interview TEAM members and possible alternates today, motion to approve selected TEAM members and alternates.

Direct the County Administrator to contact suggested TEAM members to confirm their willingness and or ability to participate.

Attach additional background documentation as needed.



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

(For BOC Use)  
 Item #  
 60

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

Presenter at BOC: Dave Pranger Phone Number (Ext): 541-989-9502  
 Department: Weed Department Requested Agenda Date: 4/10/2019  
 Short Title of Agenda Item: **Weed Control Agreement with Army Corp of Engineers**  
 (No acronyms please)



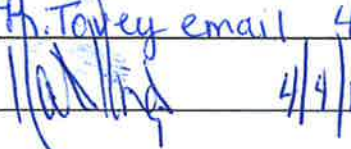
**This Item Involves:** (Check all that apply for this meeting.)

<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 checked="" type="checkbox"/> Consent Agenda Eligible
<input type="checkbox"/> Public Comment Anticipated:	<input type="checkbox"/> Discussion & Action
Estimated Time:	Estimated Time:
<input type="checkbox"/> Document Recording Required	<input type="checkbox"/> Purchase Pre-Authorization
<input checked="" type="checkbox"/> Contract/Agreement	<input type="checkbox"/> Other

N/A Purchase Pre-Authorizations, Contracts & Agreements

Contractor/Entity:  
 Contractor/Entity Address:  
 Effective Dates – From: Through:  
 Total Contract Amount: **\$2500.00** Budget Line: **101-128-3-30-3544**  
 Does the contract amount exceed \$5,000?  Yes  No

Reviewed By:

 _____ DATE 4/4/19	Department Director	Required for all BOC meetings
 _____ DATE 4/4/19	Administrator	Required for all BOC meetings
H. Towey email _____ DATE 4-4-19	County Counsel	*Required for all legal documents
 _____ DATE 4/4/19	Finance Office	*Required for all contracts; other items as appropriate.
_____ DATE	Human Resources	*If appropriate

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

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

# **AGENDA ITEM COVER SHEET**

**Morrow County Board of Commissioners**

**(Page 2 of 2)**

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

This agreement is so Morrow County Weed Dept. can perform weed control activities for the Army Corp of Engineers on Army Corp properties within Morrow County. The contract effective dates are October 1, 2018 - September 30, 2019.

## **2. FISCAL IMPACT:**

Revenue to County not to exceed \$2500.00

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

Motion to approve the scope of work agreement between the US Department of the Army Corps of Engineers and Morrow County Weed Department, to be signed by the BOC Chair.

Attach additional background documentation as needed.

**Morrow County Weed Control District- Scope of Work for Fiscal Year 2019  
for Integrated Pest Management Services on John Day Project Lands**

April 1, 2019

**OVERVIEW**

This scope of work agreement is made and entered into by and between the United States Department of the Army, Corps of Engineers (hereinafter referred to as the "Corps") and the Morrow County Weed Control District (hereinafter referred to as the "County").

Whereas, the County, in the administration of its authority to identify and control noxious weeds is authorized to perform surveys of all county lands, publicly and privately owned, for the express purpose of identifying sites of infestation and monitoring yearly and seasonal changes in the plant communities.

Whereas, the County, in the administration of its authority to identify and control noxious weeds, maintains all necessary licenses and is fully trained in the purchase or acquisition and proper use of chemical or biological agents to contain or eradicate noxious weeds.

Whereas, it is the policy of the Corps to perform integrated pest management on civil works projects in a manner which provides for the safety of the environment, the public and the pesticide applicator and to also recognize the jurisdictional authority of State and Local agencies to declare additional pests (ER 1130-2-540).

Whereas it is to the mutual benefit of both parties to cooperatively promote the management of noxious weeds and undesirable plants, prevent the introduction and continuing spread of undesirable plant species, and protect the environment and its natural ecosystem that a program of Integrated Pest Management on Corps project lands in Morrow County, Oregon be performed utilizing the most knowledgeable and qualified resources at the local level.

NOW THEREFORE in consideration of the above premises, the parties agree as follows:

**ARTICLE 1. The County shall:**

1. Provide Integrated Pest Management services including Noxious Weed Control on Project lands within Morrow County, Oregon in accordance with schedules and duties described in this agreement with payment by the Corps in accordance with Article 3 of this agreement.
2. Provide the personnel, required equipment, materials and other resources to provide Integrated Pest Management services requested by the Corps in accordance with subparagraph (1) above.
3. Comply with OSHA regulations, the safety regulations defined in the Corps of Engineers Safety Manual EM 385-1-1, and all federal, state and local laws, regulations, rules and orders.
4. Provide all documentation agreed to in the Plan of Operations in a prompt and timely manner to the Corps Representative (Erin Stockdale, 541-739-1134).

**ARTICLE 2. The Corps shall:**

Subject to the availability of funds, the Corps agrees to pay the County for the total cost of Integrated Pest Management Activities performed by the County in accordance with this scope of work.

**ARTICLE 3. Payment for Services**

The Corps shall issue payment for services rendered as they are completed. The County shall submit spray reports and itemized receipts after each session to the designated representative (Erin Stockdale). Total services for fiscal year 2019 shall not exceed \$2,500.

**ARTICLE 4. Period of Services**

This scope of work is valid for the 2019 fiscal year, October 1, 2018-September 30, 2019.

**ARTICLE 5. Location of Services**

Service Areas for Integrated Pest Control Services Offered by Morrow County Weed and Pest, Morrow County, Oregon:


1. Willow Creek Dam
2. Willow Creek Project Administration and Recreation Lands
3. Project Lands on Lake Umatilla in Morrow County

**ARTICLE 6. Release of Claims**

The County agrees to hold the Corps, its officers, agents or employees harmless from liability of any nature or kind, for or on account of any claims for damages that may arise during the performance of this agreement to the extent allowed by State of Oregon Law. Such claims for damages do not include any damages that are due to the fault or negligence of the United States or its employees.



IN WITNESS WHEREOF, the parties hereto have executed this agreement as of the day and year first written above.



Tim Darland  
Natural Resource Manager  
John Day/Willow Creek Project

4/2/19

Date



\_\_\_\_\_

REPRESENTATIVE

MORROW COUNTY BOARD OF COMMISSIONERS

\_\_\_\_\_

Date

Filed 6-23-00  
Barbara Blodgett  
Co. Clerk.

BEFORE THE COUNTY COURT  
MORROW COUNTY, OREGON

IN THE MATTER OF ADMINISTERING )  
A BUILDING PERMIT PROGRAM ) R-17-2000  
IN MORROW COUNTY )

RECITALS

WHEREAS, the Morrow County Court held public meetings in Lexington and Irrigon, Oregon to solicit input about the County's resumption of the Building Permit Program from the State of Oregon; and

WHEREAS, the Morrow County Court voted unanimously to assume administration of the Building Permit Program; and

WHEREAS, the Morrow County Court filed all requisite papers with the State of Oregon; and

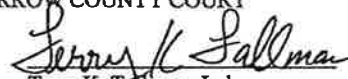
RESOLUTION

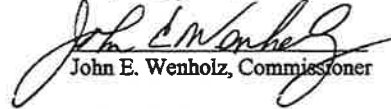
NOW, THEREFORE, the Morrow County Court resolves as follows:


1. To accept responsibility for administration of the Building Permit Program.
2. To adopt Attachments A- D.  
Attachment A: Operating Plan  
Attachment B: Permit Forms  
Attachment C: Fee Schedule/Ordinance  
Attachment D: Intergovernmental Agreement with City of Boardman
3. To designate the City of Boardman Building Official as the Building Official for Morrow County.
4. To authorize the City of Boardman Building Official, the County's contract Building Official, with authority to issue stop work orders for failure to comply with the specialty codes the County is responsible for administering and enforcing.
5. To designate the Morrow County Court as the Appeal Board for Morrow County.

DATED this 21st Day of June, 2000.

MORROW COUNTY COURT


  
Terry K. Fallman, Judge

  
John E. Wenzholz, Commissioner

  
Dan Brosnan, Commissioner



Approved As To Form:

  
County Counsel

ATTACHMENT A  
OPERATING PLAN

**COUNTY OF MORROW**  
**BUILDING INSPECTION PROGRAM**  
**OPERATING PLAN**

**May 9, 2000**

## Introduction

### *OAR 918-020-0080 Delegation of Building Inspection Programs*

*The state Building Codes Division and every municipality that administers and enforces a building inspection program or desires to assume responsibility to administer and enforce a building inspection program shall prepare an operating plan that describes the manner in which the municipality or the division will do so. The operating plan shall establish specific goals, consistent with the program standards described in OAR 918-020-0090.*

This operating plan was developed to comply with the above administrative rule. The plan is on file with the State of Oregon Building Codes Division, has been distributed to surrounding jurisdictions, and is available through this office upon request.

This plan reflects the standards, policies, procedures and services administered and offered through the Morrow County Building Department. The Operating Plan includes all building inspection services except for Electrical. The plan will be updated as necessary to reflect service changes.

Any questions related to this plan should be directed to:

Terry Tallman, County Judge  
Tamra Mabbott, County Planner  
P.O. Box 788  
Heppner, Oregon 97836

Phone: (541) 676-5620  
Internet: [mcjudge@centurytel.net](mailto:mcjudge@centurytel.net)

## ADMINISTRATIVE STANDARDS

### FUNDS

The Department operates through a dedicated fund. All plan review and permit revenues are deposited in this fund and all division expenditures are from this fund.

### EQUIPMENT

All staff members are provided with the equipment and other resources needed to complete their work in an efficient and service oriented manner. Such equipment includes, but is not limited to; open office spaces, vehicles for inspections, cellular telephones, personal protection equipment, code and code-related publications, business and identification cards, and personal computers.

### STAFF AUTHORITY AND RESPONSIBILITIES

#### **Building Official:**

Title 10 of the County Code states as follows:

- 1) *There is hereby established a code enforcement agency which shall be under the administrative and operational control of the building official.*
- 2) *The building official is authorized to enforce all the provisions of this code.*
- 3) *The building official shall have the power to render written and oral interpretations of this code and to adopt and enforce administrative procedures in order to clarify the application of its provisions. Such interpretations, rules, and regulations shall be in conformance with the intent and purpose of this code.*

#### **Plans Examiners:**

As per OAR 918-99-055, plans examiners review plans for compliance with the County Building Code ordinance at the level for which the State of Oregon certifies the plans examiner.

#### **Inspectors:**

As per OAR 918-99-045 inspectors conduct plan reviews and inspections of work covered by the specialty code and the level certified by the State of Oregon.

Detailed job descriptions for all staff members are available upon request.

### LOCAL APPEALS PROCESS

The Building Official reviews any appeal of a plans examiner decision. The appeal may be verbal or in writing. There is no cost for this initial appeal. A decision is generally rendered within 24 hours of the request.

The Building Official reviews any appeal of an inspector decision. The appeal may be verbal or in writing. There is no cost for this initial appeal. A decision is generally rendered within 24 hours of the request.

An appeal of a decision of the Building Official related to code provisions is reviewed by the Morrow County Board of Appeals as per Title 10 of the County Code. There is a \$100.00 fee for this appeal.

An appeal of a decision of the Building Official unrelated to code provisions is reviewed by the County Planning Director.

As per ORS 455.690, any person aggrieved by the final decision of a municipal appeals board may, within 30 days after the date of the decision, appeal to the appropriate state advisory board.

### ACCOUNTING

All revenues collected are deposited in the Department's dedicated fund. These revenues are segregated by service area.

All program expenditures are budgeted in the Department's dedicated fund.

Administrative costs are assessed through the Finance Department's administrative service charge.

### RECORDS RETENTION AND RETRIEVAL

All Morrow County records are retained at least for the minimum time outlined by the Oregon State Archivist. In most cases records are retained for significantly longer than the required minimum, usually five years.

Currently records are retained in their original "paper" format in file cabinets

### AVAILABILITY OF OPERATING PLAN

The Morrow County operating plan is available to any interested party upon request. A copy can be supplied in electronic format if desired.



### PUBLIC COMMENT/COMPLAINT PROCESS

Public comments or complaints may be submitted verbally (in person or via telephone) or in writing (via fax, mail, or personal delivery).

Comments or complaints related to code provisions will be processed by the most appropriate staff member, the Building Official. If the comment or complaint becomes an appeal, procedures outlined above will be followed.

Comments or complaints related to the Building Official will be referred to the Building Official's supervisor.

### PUBLIC INQUIRY PROCESS

The County Planning Department maintains office hours from 8:00 am 12:00 p.m. and 1:00 p.m. to 5:00 pm., Monday through Thursday. Permits will be sold during office hours. The Department's phone number is (541) 922-4624. The fax number is (541) 922-3472. The inspection request number is (541) 481-3244. Inquires about inspections and Building Code requirements will be forwarded to the Building Official at (541) 481-9252.

Customers may telephone to inquire about matters related to permitting, plan review, or inspection processes anytime during office hours. Customers may also visit our public service counter to inquire about matters related to permitting, plan review, or inspection processes anytime during office hours. Customers may mail or fax inquiries of this nature at any time. Customers may also telephone the Building Official directly with any related inquiries.

Responses to customer inquiries are generally conducted on the same day they are received, but not later than 24 hours of receipt.

### CUSTOMER SERVICE INFORMATION

The jurisdiction of this Department covers all areas within the County limits, except the Cities of Boardman and Irrigon. A map of the jurisdictional boundaries is maintained at the public service counter.

The County of Morrow is a "full service" jurisdiction. Morrow County does not provide inspection services for the Electrical Program but does sell Electrical Permits. Permits for work governed by each specialty code are available through this office and the contract inspection service provider.

### NOTIFICATIONS

All notices issued pursuant to OAR 918-020-0070 through -0220 shall be sent to the Morrow County Building Official.

## **PERMITTING STANDARDS**

### **OFFICE LOCATION AND HOURS OF OPERATION**

The County Planning Department maintains office hours from 8:00 am to noon and 1:00 pm to 5:00 pm. Monday through Thursday. Staff will answer phone calls and accept and issue permits during those office hours.

County residents may also make inquiries and obtain permits at the contract office. See attached Intergovernmental Agreement.

### **APPLICATION PROCEDURES**

Applications for permits are made on forms provided by the Department. Permit applications received in person are checked for completeness before the customer leaves. Permit applications received via mail are checked on the day of receipt for completeness, and, if some necessary information is lacking, the customer is contacted immediately.

### **APPLICATION & PERMITTING TIMEFRAMES**

#### **One and Two Family Dwelling Code Permits:**

Permit applications for work regulated by the One and Two Family Dwelling Code are issued over-the-counter when possible. If the permit requires some in-depth review and cannot be issued over-the-counter, the Department will notify the applicant within two weeks of any plan deficiencies. Staff generally issues permit within two weeks from the date that complete application and plan information are received.

#### **Manufactured Dwelling Permits:**

Permit applications for work regulated by the Oregon Manufactured Dwelling Standards are issued over-the-counter when possible. If the permit requires some in-depth review and cannot be issued over-the-counter, staff generally issues the permit within one week from the date that complete application and plan information are received.

#### **Other Permits:**

Permit applications for work regulated by the Structural, Mechanical, Plumbing, and Electrical Codes are issued over-the-counter when possible. If the permit requires some in-depth review and cannot be issued over-the-counter, the Department will notify the applicant within four weeks of any plan deficiencies. Staff generally issues the permit within three weeks from the date that complete application and plan information are received.

### "OVER THE COUNTER" PERMIT PROCEDURES

Permits not involving a plan review are generally issued over-the-counter. Temporary permits and minor labels are also issued over-the-counter. Emergency permits can be issued over-the-counter or, with the approval of the Building Official, via any reasonable means (i.e. via telephone).

### FAXED APPLICATIONS

The Department accepts faxed applications with the condition that an application with an original signature will be submitted at a later date. Faxed application is processed in the same manner as any other application. If the application with the original signature is not received within a reasonable period of time, the applicant is contacted.

### VERIFICATION OF LICENSES AND REGISTRATIONS

Prior to the issuance of any permit staff verifies that the applicant meets the licensing and registration requirements of ORS Chapters 446, 447, 455, 479, 693 and 701. Issues, which may arise from this verification process, are referred to the Building Official for resolution.

## **PLAN REVIEW STANDARDS**

### COMPLIANCE WITH SPECIALTY CODES

The State of Oregon in all codes administered by the Department certifies plan review staff. The plans examiners review and approve structural, mechanical, fire/life safety, energy, disabled access, and manufactured dwelling plans. Plumbing plans are reviewed and approved by the County Plumbing Inspector. Electrical plans are reviewed and approved by the State of Oregon Electrical Inspector.

The Department contracts with two plan review firms to assist during periods of peak workload or in specialized areas such as Fire and Life Safety.

A roster of the plan review staff, including current certifications and continuing education records, is available upon request to any interested party.

### AVAILABILITY OF CHECKLISTS/BROCHURES

The Department has created a variety of informational brochures to assist the public in the permit application process. These brochures are available at the public service counter.

The Department also offers optional predevelopment and pre-construction meetings at no cost to the applicant. Predevelopment meetings generally occur at the time of plan submittal and provide an opportunity for the applicant to summarize the project being submitted for review, discuss any requested alternate methods or materials, request interpretations, and hear a preliminary assessment of the project. Pre-construction meetings generally occur in conjunction with the issuance of the permit. The meeting provides an opportunity for the applicant and his/her associates to meet the inspectors who will be involved in the project, discuss any unique aspects of the project, clarify special inspection requirements, coordinate public infrastructure issues, and reach consensus on remaining issues identified during the review process.

#### **VERIFICATION OF STAMP BY DESIGN PROFESSIONALS**

Staff verifies that a registered design professional appropriately stamps plans when required. Plans failing to meet this requirement are not approved until the appropriate stamp is provided.

#### **AVAILABILITY AND LISTING OF PLAN REVIEW STAFF**

A roster of the plan review staff, including current certifications and continuing education records, is available to any interested party upon request.

## **INSPECTION STANDARDS**

#### **INSPECTION SCHEDULE**

Inspection staff provides inspection services between 8:00 am and 5:00 pm each working day. Inspections outside of these hours may be arranged through the Building Official.

#### **INSPECTION POLICIES AND PROCEDURES**

The Department utilizes an operator assisted and automated inspection request telephone line. This line is available 24 hours per day, 7 days per week. Inspections, which are requested prior to 8:00 am, are normally conducted on the date requested; inspection requests received after 9:00 am will be accomplished the following day unless a later date is requested. Inspection requests that are received after 8:00 am but which are needed on the same day requested because of unforeseen issues may be accomplished as requested if approved by the Building Official.

Customers submitting inspection requests by fax, mail or in person are requested to utilize the inspection request line in the future.

Approved plans are required to be available on the jobsite unless other arrangements have been made with the inspector.

The inspector for each inspection issues a written report. The report will reflect approval, conditional approval, or failure. A conditional approval allows the work to proceed while documented corrections are made and a re-inspection requested. In the case of a failed

inspection, a list of needed corrections is provided in the report. A copy of the written report is left on the jobsite and entered into the Department's filing system.

In certain circumstances a re-inspection fee is assessed by the inspector. A Department policy outlines these circumstances, and the policy is available upon request.

#### **LISTING OF INSPECTION STAFF**

A roster of the inspection staff, including current certifications and continuing education records, is available to any interested party upon request.

#### **STOP WORK ORDERS**

Title 10 of the County Code states as follows:

*Whenever any work is being done contrary to the provisions of this code (or other pertinent laws or ordinances implemented through its enforcement), the building official may order the work stopped by notice in writing served on any person(s) engaged in the doing or causing of such work to be done. Such person(s) shall stop such work until specifically authorized by the building official to proceed thereafter.*

The authority to issue stop work orders is delegated to the inspection staff, however, Department policy requires that the inspector contact the Building Official to discuss the decision prior to issuance of the stop work order.

#### **INVESTIGATION OF PLUMBING VIOLATIONS**

Plumbing inspectors conduct random spot checks to verify compliance with plumbing licensing and registration requirements. In cases of a violation, the inspector is provided the discretion to stop the work and (a) issue a warning, (b) issue a notice of proposed assessment of civil penalty, or (c) discuss alternative options, such as citation into Justice Court, with the Building Official.

## **COMPLIANCE PROGRAMS**

#### **PROCESS FOR RESPONSE TO REPORTED CODE VIOLATIONS**

Reports of work being performed without permit, in violation of the County Building Code, and/or in violation of ORS 479.550, 479.620, 447.030, 447.040, 693.030, and 693.040 are accepted in person or via mail, telephone or fax. All reports are entered into the Department's computer database and are investigated by the inspection staff.

#### **INVESTIGATION OF REPORTED VIOLATIONS**

Reports as described above are investigated to determine whether or not a violation exists. If no violation exists, the case is closed. If a violation exists, there are several possible actions that may be taken by the Department, including but not limited to stop work orders, assessment of investigation fees, citation into Justice Court, and referral to the Building Codes Division Compliance Section through the process identified in ORS and OAR. In any case, the person making the report is informed of the outcome.

#### **NOTICES OF PROPOSED CIVIL PENALTIES**

As per ORS 455.156, the Department acts as an agent of the respective state boards in the issuance of proposed assessments of civil penalties.



## City of Boardman

202 N. Main  
P.O. Box 229  
Boardman, OR 97818  
Telephone (541) 481-9252  
Fax (541) 481-3244

Allen Aschim, Program Analyst  
Building Codes Division  
P.O. Box 14470  
Salem, Oregon 97309

Wednesday, April 26, 2000

Re: Fire and Life Safety Plan Review for Morrow County

Dear Allen:

Morrow County, by its contract with the City of Boardman, will have two (2) firms under contract to provide Fire and Life Safety Plan Review services.

The two firms under contract are; The Clair Company, Inc. Telephone number: (541) 758-1302, and Eastern Oregon Inspection Services. Telephone number: (541) 443-6382.

Staff under employment of the City of Boardman, Oregon, will provide all other inspection and plan review services.

I hope this letter satisfies this question, should you have any additional questions, please contact me. My telephone number is (541) 481-9252, fax number (541) 481-3244 and my e-mail address is [brettc@cityofboardman.com](mailto:brettc@cityofboardman.com).

Sincerely,

Brett Cook  
Building Official

# Program Administration Request

Department of Consumer & Business Services  
 Building Codes Division  
 1535 Edgewater NW, Salem, OR  
 Mailing address: P.O. Box 14470, Salem, OR 97309-0404  
 (503) 378-4133, Fax: (503) 378-2322, TTY: (503) 373-1358

Municipality: County of Morrow Building official: Brett Cook  
 Address: P.O. Box 288  
Heppner, Oregon 97836  
 Phone: 541-922-9629 Fax: 541-922-3472

Mark program choice by indicating level:

- X - Performed by municipality
- C - Performed by county
- S - Performed by state

Plans				Structural				Mechanical				Electrical			Plumbing				Manufactured structures (MSI)	Park camp (PCI)
A	B	C	F	A	B	C	M	A	B	C	M	A	C	M	A	C	S	M		
C	C	C	C	C	C	C		C	C	C		S	S	S	C	C	C		C	C

Note: Assumption of a structural A-level program includes the requirements for disabled access (ORS 447.233[5]). MSI includes manufactured dwelling installations; alterations, accessory structures, buildings, and cabana installations; plan review; and inspections. Park/camp includes mobile home and manufactured dwelling parks, recreation parks, organizational camps and picnic parks plan review and inspection.

Attach the following:

- Completed copy of municipality's operating plan (OAR 918-020-0090)
- Electrical program requests (See requirements in OAR 918, Div. 308.)
- Changes of service areas (Include map or description.)
- Current fee schedules for all programs
- Name of a contact person for surcharge report of assumed programs

Name: TAMRA MABBOTT Phone: 541-922-9629  
 Address: P.O. Box 288  
Heppner, Oregon 97836

List inspectors and others, as requested, on the back of this sheet. Attach additional pages as necessary.

Official delegation or assumption of the program(s) above is requested for the period beginning July 1, 200 \_\_\_\_.

Authorized signature: Jerry K. Salter Title: MORROW COUNTY Date: 5-10-00





COUNTY OF MORROW

PERMIT FEES

TABLE 1

Total Valuation	Fee
\$1 to \$500	\$13
\$501 to \$2,000	\$13 for the first \$500 plus \$1.95 for each additional \$100 or fraction thereof, to and including \$2,000
\$2,001 to \$25,000	\$42.25 for the first \$2,000 plus \$7.80 for each additional \$1,000 or fraction thereof, to and including \$25,000.
\$25,001 to \$50,000	\$221.65 for the first \$25,000 plus \$5.85 for each additional \$1,000 or fraction thereof, to and including \$50,000.
\$50,001 to \$100,000	\$367.90 for the first \$50,000 plus \$3.90 for each additional \$1,000 or fraction thereof, to and including \$100,000.
\$100,001 and up	\$562.90 for the first \$100,000 plus \$3.25 for each additional \$1,000 or fraction thereof.

NOTE: Table 1 is based on 130 percent of Table No. 3-A in the 1979 Uniform Building Code and applies to prefabricated structure permits, inspections and custom plan reviews.

NOTE: Valuations used to calculate fees may be based on the invoice price, FOB factory, of the prefabricated structure or on the division's published valuation table, whichever is less.<sup>1</sup> The County of Morrow has the option to use the most current edition of the valuation table as printed in the Building Codes Standards Magazine as published by the International Conference of Building Officials.

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<sup>1</sup> Revised 01-00

**MORROW COUNTY  
ATTACHMENT MC- -00  
MINOR PLUMBING LABEL PROCEDURES**

**PROCEDURE**

**DATE: April 27, 2000**

**Revised Date:**

**MINOR PLUMBING INSTALLATION LABELS**

**Procedure Summary:**

Outlines procedures associated with the minor plumbing installation label program.

**Background:**

Oregon Administrative Rules (OAR) 918-780-100 through -190 and 918-100-000 through -060 outline the parameters of the minor plumbing installation label program.

**Discussion:**

A "minor installation label" is an adhesive sticker sold by a jurisdiction, which authorizes certain plumbing work. The label contains the jurisdiction's name and a sequential permit number. A space for a date, identification of the contractor conducting the work, contractor's registration number, matching sequential number, and other information is provided on the record sheet to which the labels are attached. Minor installation labels may not be transferred from one contractor to another. Labels must be attached on or near the plumbing installation when work is started. When utilized in conjunction with a one or two family dwelling, the label must be attached to the electrical service panel.

A contractor may use a minor installation label to perform plumbing work as described in OAR 918-780-140, -150 and 918-100-020 (3).

Plumbing contractors having a certificate of registration under ORS 447.030 and a Construction Contractors Board registration or plumbers having a certificate of competency under ORS Chapter 693, are eligible to participate in the minor plumbing label program.

**Procedure:**

Minor plumbing installation labels may be sold to qualified contractors in blocks of #10. The cost for each label will be \$10.00. A block of #10 will cost \$107.00 (includes state surcharge). In conjunction with the sale of each block of labels, a copy of the label sheet is made and placed in the logbook maintained by the Permit Specialists. Upon sale, the labels are recorded with the contractor's name and related information. Each recorded, corresponds to the label number.

Contractors must deliver a copy of the recording sheets for #10 labels in a block to the plumbing inspector within #15 days of the date on which the final label is utilized or within

twelve (12) months from the date of issuance, whichever is earlier. The information requested on the label must be complete or the label will be considered invalid. Labels automatically expire if not utilized within twelve (12) months of the purchase date.

Upon receipt of the completed sheets, the addresses and description of work are entered into the corresponding cases. The addresses are also given to the plumbing inspector.

With thirty (30) days of the receipt of the contractor's copy of the labels utilized, the plumbing inspector will inspect at least 10% of the minor installations from that block of labels. Those inspections will be processed. The remainder of the labels (those which were not inspected) will have the cases closed out with an action indicating that no inspection was required to be performed under the minor label rules. The status of all labels in that sheet will become finalized.

# Plumbing Minor Label Application

~~Department of Consumer & Business Services~~  
~~Building Codes Division~~  
 MORROW COUNTY BUILDING DEPARTMENT  
 P.O. Box 90  
 IRRIGON, OREGON 97844

## FOR DEPARTMENT USE ONLY

Minor label(s) no.:
Date:
Issued by:
Office:

## APPLICANT INFORMATION

Name or firm:		
Address or P.O. Box:		Phone:
City:	State:	ZIP:
Plumbing business registration no.:		CCB no.:
Signature of authorized applicant: _____		

## LABELS

	Quantity	Cost	PCA/Object
Minor plumbing labels ..... @ \$100 per 10 labels .....	_____	\$ _____	70510/1195
6% surcharge (455.210)..... @ \$6 per 10 labels .....	_____	\$ _____	70510/1251
1% surcharge (455.220)..... @ \$1 per 10 labels .....	_____	\$ _____	70510/1261
<b>Total:</b>		\$ _____	

Visa     MasterCard    Date: \_\_\_\_\_

_____ / _____	_____ / _____
Credit card number	Expiration date
Name of card holder as shown on credit card	
_____ \$ _____	_____
Card holder signature	Amount

## FOR FISCAL USE ONLY -



440-2499 (7/99/COM)    White-BCD    Pink-Office    Yellow-Applicant  
 County

ATTACHMENT B

PERMIT FORMS

**Application for Manufactured Dwelling  
Placement Permit**

P.O. Box 40 -- Irigon, Oregon 97844  
(541) 922-4624 or (541) 676-9650  
FAX: (541) 922-3472



Permit #: \_\_\_\_\_  
Date Issued: \_\_\_\_\_  
Issued by: \_\_\_\_\_

<b>JOB SITE INFORMATION</b>		<b>OWNER INFORMATION</b>	
Address: _____ City: _____ Directions to inspection site: _____ _____		Name: _____ Address: _____ City: _____ Phone: _____ Fax: _____	
<b>LOCAL GOVERNMENT APPROVALS</b>			
<b>ZONING</b>		<b>SANITATION</b>	
Information verified: <input type="checkbox"/> Yes <input type="checkbox"/> No Signature: _____ Authority having jurisdiction: _____ Date: _____		Information verified: <input type="checkbox"/> Yes <input type="checkbox"/> No Signature: _____ Authority having jurisdiction: _____ Date: _____	
<b>MANUFACTURED DWELLING PLACEMENT PERMIT FEES</b>			
<b>1) Installation/re-inspection</b> (a) Placement (includes placement, electrical feeder, water/sewer connection): (b) Re-inspection (per inspection): (c) COMA Fee	Cost (ea) \$ 211.00 \$ 85.00 \$ 30.00	No. of Items _____ _____ _____	Sum _____ _____ \$ 30.00
Placement permit to be obtained only by homeowner, or Oregon licensed manufactured dwelling installer.			
<b>2) Manufactured Dwelling</b>	Locate: _____	Year _____	Size _____ Sq Ft _____
<b>3) Miscellaneous fees</b>	7% State Surcharge: _____	Other: _____	Other: _____
<b>Grand Total:</b> _____			
<b>Mandatory Requirements for Placement on Individual Lot Outside Manufactured Home Park Subdivision</b>			
I DO ALSO HEREBY CERTIFY THAT SIDEWALKS ARE MANDATORY AND THAT IN ACCORDANCE WITH THE CITY OF BOARDMAN ZONING REGULATIONS ORDINANCE NO. 199, THE FOLLOWING ARE REQUIRED FOR MANUFACTURED HOMES ON INDIVIDUAL LOTS OUTSIDE MANUFACTURED HOME PARK OR SUBDIVISION, SECTION 3.014, AND WILL BE PROVIDED. *IN ADDITION TO EITHER A GARAGE OR CARPORT, SELECT TWO OF THE FOLLOWING ITEMS: *DORMERS                      *RECESSED ENTRIES                      *COVERED PORCHES OR ENTRIES *BAY OR BOW WINDOWS      *OFF-SETS ON BUILDING FACE OR ROOF (MINIMUM 15')      *GABLES *ALL CONSTRUCTION PROJECTS MUST MEET THE DEVELOPMENTAL STANDARDS OF THE BASE ZONE.			

*I hereby certify that the information below is true and correct. All work to be performed shall be in accordance with all governing laws and rules.*

\_\_\_\_\_ I am the property owner doing my own work.  
 \_\_\_\_\_ I am the property owner hiring a licensed manufactured dwelling installer. License No. \_\_\_\_\_ Exp. \_\_\_\_\_  
 \_\_\_\_\_ Building Codes Division License No. \_\_\_\_\_ MDI Exp. \_\_\_\_\_  
 \_\_\_\_\_ Construction Contractors Board Registration No. \_\_\_\_\_ Exp. \_\_\_\_\_

Contractor Name: \_\_\_\_\_  
 Address: \_\_\_\_\_  
 \_\_\_\_\_  
 Signature: \_\_\_\_\_  
 Date: \_\_\_\_\_



P.O. Box 40 -> Irrigon, Oregon 97844  
 (541) 922-4824 or (541) 676-9650  
 FAX: (541) 922-3472

<b>Sanitation</b>	
Public _____	Private _____
DEQ Permit# _____	
By: _____	Title: _____
Date: _____	

**Please print the information clearly.**

DEVELOPMENT: _____	LOT #: _____
ADDRESS: _____	CITY: _____

**Residential Project Description:**

(Please circle appropriate category/ies) I PLAN TO:  
 (build)(add to)(remodel)(demolish) a (new)(existing)(accessory)(farm) building at the above site.

			ESTIMATED VALUATION
AREA OF SQUARE FOOTAGE IN:	1ST FLOOR:	2ND FLOOR:	3RD FLOOR:
CARPORT:	GARAGE:	BASEMENT:	BONUS ROOM:
# of Bedrooms:	# of Bathrooms:	MANUFACTURED HOME: (check whether) Single    Double    Triple    Quad	
MECHANICAL WORK (YES) (NO)	# of Furnaces:	AIR CONDITIONER (YES) (NO)	
PLUMBING WORK (YES) (NO)	ELECTRICAL WORK (YES) (NO)		

PROPERTY OWNER:	PHONE:
-----------------	--------

ADDRESS:	ZIP CODE:
----------	-----------

ENGINEER/ARCHITECT/DESIGNER:	PHONE:
------------------------------	--------

ADDRESS:	ZIP CODE:
----------	-----------

DESIGN NO:	RE-ISSUE:
------------	-----------

BUILDER/CONTRACTOR:	PHONE:
---------------------	--------

ADDRESS:	ZIP CODE:
----------	-----------

BUILDER BOARD NO:	EXPIRATION DATE:
-------------------	------------------

This application, together with the plans, specifications, and exhibits, comprise the application. False or misleading information may be grounds for invalidating a permit. The applicant is responsible for compliance to all applicable codes. Land Development Services, checking the plans for compliance to building codes and coordinating with other departments, does not relieve the applicant of this responsibility.

NAME OF APPLICANT: \_\_\_\_\_

REPRESENTING: \_\_\_\_\_

I have read and agree with these conditions:

SIGNATURE: \_\_\_\_\_ DATE: \_\_\_\_\_





P.O. Box 40 -- Irrigon, Oregon 97844  
 (541) 922-4624 or (541) 676-9650  
 FAX: (541) 922-3472

# RESIDENTIAL MECHANICAL PERMIT

Permit Number \_\_\_\_\_ Date \_\_\_\_\_

PLEASE PRINT and complete all sections.

Job Address	Name Of Development
	Address
	City/State/Zip

Owner	Name (or Name of Business)
	Mailing Address
	City/State/Zip
	Phone

Contractor	Name
	Mailing Address
	City/State/Zip
	Phone
	State Registration No.

I hereby acknowledge that I have read this application, that the information given is correct, that I am the owner or authorized agent of the owner, that plans submitted are in compliance with State laws, that I am registered with that State Builders' Board, that the registration number given is correct. (If exempt from State registration, please give reason here).

Print \_\_\_\_\_

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

Describe work to be done: new addition alteration repair

Date \_\_\_\_\_ Date \_\_\_\_\_

Submitted \_\_\_\_\_ Issued \_\_\_\_\_ By \_\_\_\_\_

### PERMIT FEE SCHEDULE

PERMIT ISSUANCE FEE	QTY.	20.00	
DESCRIPTION		COST(e)	AMOUNT
<b>FURNACES:</b>			
INCLUDING	up to 100,00 BTU	13.25	
DUCTWORK	over 100,000 BTU	16.25	
AND VENTS	FLOOR	13.25	
<b>HEATERS:</b>			
SUSPENDED, WALL OR FLOOR-MOUNTED		13.25	
<b>AIR HANDLING</b>			
UNIT	up to 10,000 CFM	9.50	
AIR CONDITIONER	over 10,000 CFM	16.15	
HEAT PUMP		9.50	
ALTER EXISTING SYSTEM		12.25	
REPAIR OF EQUIPMENT LISTED ABOVE		12.25	
Non-portable EVAPORATIVE COOLER		9.50	
VENT FAN CONNECTED TO SINGLE UNIT		6.50	
VENT NOT INCLUDED IN APPLIANCE PERMIT		6.50	
VENTILATION SYSTEM not Incl. App. Permit		9.50	
HOOD served by mech. exhaust		9.50	
DOWN DRAFT FOR RANGE		6.50	
WATER HEATER VENT		9.50	
INCINERATORS domestic type		16.25	
WOOD STOVES FIREPLACE		9.50	
CLOTHES DRYER		6.50	
GAS PIPING	1 TO 4 OUTLETS	5.00	
	EACH ADDITIONAL	1.00	
<b>OTHER</b>			
MINIMUM FEE		40.00	
<b>SUBTOTAL</b>			
7% OF SUBTOTAL FOR STATE SURCHARGE			
<b>TOTAL FEE</b>			

**Notice: This permit becomes null and void if the work or construction authorized is not commenced within 180 days, or if construction or work authorized is suspended or abandoned at any time after work is commenced.**



P.O. Box 40 -- Irigon, Oregon 97844  
 (541) 922-4624 or (541) 676-9650  
 FAX: (541) 922-3472

# COMMERCIAL MECHANICAL PERMIT

Permit Number \_\_\_\_\_ Date \_\_\_\_\_

## MECHANICAL SYSTEM VALUATION SCHEDULE:

Use this schedule for all commercial installations, non-portable mechanical equipment or mechanical work not covered under the limited description table below. You must indicate the dollar value of all mechanical materials, labor and equipment, overhead and profit.

Value of Work	Fee Method	Fee
\$1,000 - \$1,000	None	\$23.00
\$1,001 - \$10,000	\$23 + \$1.35 for ea. addl. \$100 over \$1,000	
\$10,001 - \$100,000	\$144.50 + \$2.50 for ea. addl. \$1,000 over \$10,000	
\$100,001 & above	\$661.50 + \$2.70 for ea. addl. \$1,000 over \$100,000	

Total Fee Computation: \$

PLEASE PRINT and complete all sections.

Job Address	Name Of Development
	Address
	City/State/Zip
Owner	Name (or Name of Business)
	Mailing Address
	City/State/Zip
	Phone
Contractor	Name
	Mailing Address
	City/State/Zip
	Phone
	State Registration No.
<p>I hereby acknowledge that I have read this application, that the information given is correct, that I am the owner or authorized agent of the owner, that plans submitted are in compliance with State laws, that I am registered with the State Builder's Board, that the registration number given is correct. (If exempt from State registration, please give reason here.)</p>	
Print	
Authorized Signature _____ Date _____	

Description of work  New  Addition  Alteration  Repair to be done

**NOTICE:**  
 This permit becomes null and void if the work or construction authorized is not commenced within 180 days, or if construction or work authorized is suspended or abandoned at any time after work is commenced.

DESCRIPTION	QTY.	COST(EA)	AMOUNT
<b>PERMIT FEE SCHEDULE</b>			
PERMIT ISSUANCE FEE		20.00	
FURNACES:			
INCLUDING up to 100,000 BTU		13.25	0.00
DUCTWORK over 100,000 BTU		16.25	0.00
AND VENTS FLOOR		13.25	0.00
HEATERS:			
SUSPENDED, WALL OR FLOOR MOUNTED		13.25	0.00
ABSORPTION UNITS, Up to 100,000 BTU		13.15	0.00
Up to 500,000 BTU		24.25	0.00
CHILLERS Up to 1,000,000 BTU		33.25	0.00
& BOILERS Up to 1,750,000 BTU		49.50	0.00
Over 1,750,000 BTU		82.75	0.00
AIR HANDLING UNIT Up to 10,000 CFM		9.50	0.00
Over 10,000 CFM		16.15	0.00
HEAT PUMPS		6.50	0.00
ALTERATIONS TO EXISTING SYSTEM		12.25	0.00
REPAIR OF EQUIPMENT LISTED ABOVE		12.25	0.00
OTHER			0.00
Non-portable EVAPORATIVE COOLER		9.50	0.00
VENT FAN connected to single unit		6.50	0.00
VENT not included in Appliance Permit		6.50	0.00
COMBUSTION AIR VENTS		9.50	0.00
VENTILATION SYSTEM not incl. App. Permit		9.50	0.00
HOODS served by mech. exhaust		9.50	0.00
FLUME EXHAUST HOODS		9.50	0.00
WATER HEATER VENT		9.50	0.00
GENERATORS Commercial/Industrial		66.50	0.00
FRESH/AIR DAMPERS		9.50	0.00
OTHER			0.00
OTHER			0.00
OTHER			0.00
RIPM PIPING			
Hazardous Product 1 to 4 connections		5.00	0.00
Miscellaneous Piping each additional		1.00	0.00
RIPM PIPING			
Non-Hazardous 1 to 4 connections		2.00	0.00
Process Piping each additional		0.50	0.00
GAS PIPING 1 to 4 outlets		5.00	0.00
each additional		1.00	0.00
		SUBTOTAL	0.00
		7% of subtotal for State Surcharge	0.00
		Plan Review Fee - 25% of Permit	0.00
		Additional plan review required by changes, additions or revisions to approved plans (this charge 1/2 hour)	55.00
		<b>TOTAL FEE DUE</b>	<b>0.00</b>



P.O. Box 40 -- Irigon, Oregon 97844  
 (541) 922-4624 or (541) 676-9650  
 FAX: (541) 922-3472

# RESIDENTIAL PLUMBING PERMIT

Zoning  Yes  No  
 Sanitation  Yes  No

Permit No. \_\_\_\_\_

**PLEASE PRINT and complete all sections.**

Job Address	Name Of Development	
	Address	
	City/State/Zip	
Owner	Name (or Name of Business)	
	Mailing Address	
	City/State/Zip	
	Phone	
Contractor	Name	
	Mailing Address	
	City/State/Zip	
	Phone	
	State Registration No.	Plumbing Lic. No.
I hereby acknowledge that I have read this application, that the information given is correct, that I am the owner or authorized agent of the owner, that plans submitted are in compliance with State laws, that I am registered with that State Builders' Board, that the registration number given is correct. (If exempt from State registration, please give reason here).		
Print		
Authorized Signature		Date
Describe work to be done: <input type="checkbox"/> new <input type="checkbox"/> addition <input type="checkbox"/> alteration <input type="checkbox"/> repair		
Date Submitted	Date Issued	By

PERMIT FEE SCHEDULE			
DESCRIPTION	QTY.	COST(EA)	AMOUNT
Permit Issuance Fee		20.00	
RESIDENTIAL - SFR (1) BATH		210.00	
NEW SFR (2) BATH		275.00	
SFR (3) BATH		325.00	
ADD 1/2 BATH (EACH)		45.00	
SINK (KITCHEN)		9.00	
WATER HEATER		9.00	
DISHWASHER		9.00	
DISPOSAL		9.00	
WATER CLOSET		9.00	
BASINS		9.00	
TUBS		9.00	
SHOWERS		9.00	
CLOTHES WASHER		9.00	
LAUNDRY TRAY		9.00	
MISC.		9.00	
REMODEL EACH - FIXTURE (minimum fee - \$25.00)		12.50	
FLOOR DRAINS		9.00	
RAIN DRAIN/DOWNSPOUT		9.00	
OTHER			
WATER SERVICE FIRST 100'		30.00	
WATER each addnl 100'		25.00	
REPLACING in building water supply lines			
FIRST FLOOR		30.00	
ADD'NL FLOOR - EACH		25.00	
SAN. CONNECTION SEWER			
first 100'		30.00	
each addnl 100'		25.00	
BACK FLOW PREVENTER		9.00	
STORM SEWER - per 100'		10.00	
MOBILE HOME UTILITIES		60.00	
INSP. OF EXISTING PLUMBING per hour		40.00	
MINIMUM FEE		40.00	
<b>SUBTOTAL</b>			
7% of subtotal for State Surcharge			
<b>TOTAL FEE DUE</b>			

**NOTICE:**  
 This permit becomes null and void if the work or construction authorized is not commenced within 180 days, or if construction or work authorized is suspended or abandoned at any time after work is commenced



P.O. Box 40 - Irigon, Oregon 97844  
 (541) 922-4624 or (541) 676-9650  
 FAX: (541) 922-3472

# COMMERCIAL PLUMBING PERMIT

Zoning  Yes  No Sanitation  Yes  No

Permit No. \_\_\_\_\_

PLEASE PRINT and complete all sections.

Job	Name Of Development	
	Address	
	City/State/Zip	
Owner	Name(or Name of Business)	
	Mailing Address	
	City/State/Zip	
	Phone	
Contractor	Name	
	Mailing Address	
	City/State/Zip	
	Phone	
	State Registration No.	Plumbing Lic. No.
<p>I hereby acknowledge that I have read this application, that the information given is correct, that I am the owner or authorized agent of the owner, that plans submitted are in compliance with State laws, that I am registered with the State Builder's Board, that the registration number given is correct. (If exempt from State registration, please give reason here).</p>		
Print		
Authorized Signature		Date
Describe work to be done: <input type="checkbox"/> new <input type="checkbox"/> addition <input type="checkbox"/> alteration <input type="checkbox"/> repair		
Date Submitted _____	Date Issued _____	By _____

PERMIT FEE SCHEDULE			
DESCRIPTION	QTY.	COST/EA	AMOUNT
Permit Issuance Fee		20.00	
Installation, alteration or repair			
water piping, ea. connection		9.00	0.00
Repair or alteration drainage or vent		9.00	0.00
Lawn Sprinkler system on same			
water meter included backflow		9.00	0.00
Sink (kitchen)		9.00	0.00
Water Heater		9.00	0.00
Dishwasher		9.00	0.00
Disposal		9.00	0.00
Water Closet		9.00	0.00
Basins		9.00	0.00
Tubs/Showers		9.00	0.00
Drinking Fountain		9.00	0.00
Clothes Washer		9.00	0.00
Laundry Tray/Service Sink		9.00	0.00
Urinals		9.00	0.00
Floor Drains/ Floor Sink		9.00	0.00
Primer (1-5) each		9.00	0.00
Primer (over 5) -each		2.00	0.00
Backflow Preventer (2" & under)		9.00	0.00
Backflow Preventer (over 2")		15.00	0.00
Backwater Valve		9.00	0.00
Rain Drain Downspout/Connector		10.00	0.00
Catch Basin		10.00	0.00
Hose Bibb		9.00	0.00
Ice Maker		9.00	0.00
Water Service-first 100'		30.00	0.00
Water Service-addtn1 100'		25.00	0.00
Sanitary Sewer-first 100'		30.00	0.00
Sanitary Sewer-addtn1 100'		25.00	0.00
Storm Sewer-(per 100')		30.00	0.00
Storm Sewer-(addtn1 100')		25.00	0.00
Swimming Pool		25.00	0.00
Miscellaneous		9.00	0.00
<b>SUBTOTAL</b>			0.00
7% of subtotal for State Surcharge			0.00
30% Permit-Plan Review			0.00
<b>TOTAL FEE DUE</b>			0.00

**NOTICE:**  
 This permit becomes null and void if the work or construction authorized is not commenced within 180 days, or if construction or work authorized is suspended or abandoned at any time after work is commenced

***Plumbing Minor  
Label Application***

P.O. Box 40 -- Irrigon, Oregon 97844  
(541) 922-4624 or (541) 676-9650  
FAX: (541) 922-3472

Minor Label no: \_\_\_\_\_  
Date: \_\_\_\_\_  
Issued by: \_\_\_\_\_  
Office: \_\_\_\_\_

APPLICANT INFORMATION		
Name or Firm:		
Address or P. O. Box:		Phone:
City:	State:	Zip:
Plumbing business registration no:	CCB no:	
Signature of authorized applicant: _____		

LABELS		
	Quantity	Cost
Minor plumbing labels @ \$100 per 10 labels:	_____	\$ _____
6% surcharge (455.210) @ \$6 per 10 labels:	_____	\$ _____
1% surcharge (455.220) @ \$1 per 10 labels:	_____	\$ _____
	<b>Total:</b>	<b>\$ _____</b>



P.O. Box 40 -- Irigon, Oregon 97844  
 (541) 922-4624 or (541) 576-9650  
 FAX: (541) 922-3472

## SPRINKLER PERMIT APPLICATION

PLEASE PRINT and complete all sections.

Job Address	Name Of Development
	Address
	City/State/Zip
Owner	Name (or Name of Business)
	Mailing Address
	City/State/Zip
	Phone
Contractor	Name
	Mailing Address
	City/State/Zip
	Phone
	State Registration No.
I hereby acknowledge that I have read this application, that the information given is correct, that I am the owner or authorized agent of the owner, that plans submitted are in compliance with State laws, that I am registered with the State Builder's Board, that the registration number given is correct. (If exempt from State registration, please give reason here.)	
Print	
Authorized Signature _____ Date _____	

Description of work \_\_\_\_\_  New  Addition  Alteration  Repair to be done

**NOTICE:**  
 This permit becomes null and void if the work or construction authorized is not commenced within 180 days, or if construction or work authorized is suspended or abandoned at any time after work is commenced.

Permit Number \_\_\_\_\_ Date \_\_\_\_\_

### SPRINKLER VALUATION SCHEDULE:

Use this schedule for all commercial installations, non-portable mechanical equipment or mechanical work not covered under the limited description table below. You must indicate the dollar value of all mechanical materials, labor and equipment, overhead and profit.

Value of Work	Fee Method	Fee
\$1.00 - \$1,000	None	\$22.00
\$1,001 - \$10,000	\$22 + \$1.35 for ea. add. \$100 over \$1,000	
\$10,001 - \$100,000	\$144.50 + \$6.50 for ea. add. \$1,000 over \$10,000	
\$100,001 & above	\$991.50 + \$6.70 for ea. add. \$1,000 over \$100,000	

Total Fee Computation: \$ \_\_\_\_\_

PERMIT FEE SCHEDULE			
DESCRIPTION	QTY.	COST (EA)	AMOUNT
PERMIT ISSUANCE FEE		20.00	
New Fire Sprinkler System			
Fire Sprinkler System Alteration		55.00	
Fire Suppression System			
			<b>SUBTOTAL:</b>
7% State Surcharge			
Plan review Fee-65% of Permit Fee \$7.50 minimum			
			<b>TOTAL DUE:</b>

#### Information on Plan and Specifications

Plans and specifications shall be drawn to scale and shall be of sufficient clarity to indicate the location, nature and extent of the work proposed and show in detail that it will conform to the provisions of this code and relevant law, ordinances, rules and regulations.

What type of system?  
 Dry - Wet - Deluge - Pre-action - Anti-Freeze  
 What Area Density is the system design for?  
 What is the Sprinkler Occupancy Classification?  
 What is the Building Use?  
 Do plans show all required seismic supports?  
 What is the water Flow Data? Residual \_\_\_\_\_ Static \_\_\_\_\_  
 When was it taken? \_\_\_\_\_ Who took it?  
 What NFPA Code is the system designed to?  
 Where is Alarm signal sent, if system is required to be centrally monitored?



# FARM AGRICULTURE BUILDING EXEMPTION CERTIFICATE

P.O. Box 40 -- Irigon, Oregon 97844  
(541) 922-4624 or (541) 676-9650  
FAX: (541) 922-3472

Zoning Authorization	
No. _____	
Zone: _____	Area: _____
By: _____	Title: _____
County: _____	Date: _____

### APPLICANT INFORMATION

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

Address: \_\_\_\_\_ Use of Building: \_\_\_\_\_

Directions to site: \_\_\_\_\_

### BUILDING VERIFICATION INFORMATION

I am the owner/lessee of the above-noted structure to be erected, located on Tax Lot \_\_\_\_\_ Township \_\_\_\_\_ Range \_\_\_\_\_ Section \_\_\_\_\_ and do hereby declare said structure is an agriculture building as defined in Oregon Revised Statute (ORS) 455.315 (definition on back of this form) and is exempt from the State Structural Specialty Code. Plans are not required and a Structural Building Permit will not be required. Electrical, plumbing, mechanical, elevator, and boiler permits *are* required.

- I declare that said building is *not*:
- a. A dwelling;
  - b. A structure used for a purpose other than growing plants in which 10 or more persons are present at one time;
  - c. A structure regulated by the State Fire Marshal pursuant to ORS Chapter 476;
  - d. A place used by the public;
  - e. Located in a designated flood zone.

I further declare that prior to any change in use of said structure that would removed said structure from the exemption, a building permit will be obtained and the structure will be made to conform to all requirements of the State Structural Specialty Code and other specialty codes as required for the new use.

State of Oregon  
County of \_\_\_\_\_

I, \_\_\_\_\_ do hereby swear and affirm under the penalty of perjury that the above statement is true and correct.

Signature of Applicant: \_\_\_\_\_ Date: \_\_\_\_\_

NOTARY PUBLIC	
Signed and sworn to before me this _____	This space is reserved for notarial stamp.
day of _____	
Notary public: _____	
My Commission expires: _____	

ATTACHMENT C  
FEE ORDINANCE AND PERMIT FORMS



ATTACHMENT D  
INTERGOVERNMENTAL AGREEMENT

## INTERGOVERNMENTAL AGREEMENT

This Agreement made and entered into this 21<sup>st</sup> day of June, 2000, between MORROW COUNTY ("Morrow County") and the CITY OF BOARDMAN ("Boardman"), acting by and through its Building Department, both municipal corporations of the State of Oregon.

### RECITALS

Whereas, the parties desire to work cooperatively in providing building department services, plan review and building inspections, to the citizens of Morrow County and,

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

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

#### A. Boardman's Obligations

1. Employ an Individual who is certified with the State of Oregon and who has the following Oregon certifications: Structural Inspector Level A, B, C; Plans Examiner Level A, B, C; Mechanical Inspector Level A, B, C; and Plumbing Inspector Level A and C.
2. Said Individual, or another qualified employee of the Boardman Building Department, shall perform plan reviews and on-site inspections of projects at the request of and in coordination with the Morrow County Planning Department, with the exception of electrical inspections.
3. Boardman will take all inspection requests and copies of completed inspection reports will be provided to Morrow County.
4. Inspection service shall be provided within 24 hours of request notification. Plan Review Service shall be provided within two weeks for one and two family residences and six weeks for commercial buildings from date received, provided submitted drawings are complete.
5. Boardman shall issue all related permits for the program to qualified applicants and maintain records of revenues and surcharges in accordance with procedures adopted for the administration of this program.
6. Boardman shall maintain records to account for disposition of each permit.

7. Charge fees as established by the Adopted Fee Resolution for Morrow County as calculated per the current State of Oregon permit fee charts. City of Boardman shall retain 75% of all fees collected and shall pay to Morrow County 25% of all fees collected; with the exception of Plan Review Fees, which will be retained 100% by the City of Boardman.
8. Use worksheets to detail all revenues, surcharges, fees received and owed for inspections/plan review to the appropriate agencies.
9. Submit to the Morrow County Planning Department a monthly report including the worksheets described above, a copy of each permit issued, and the county's 25% share of the revenue collected for the month. These reports shall be submitted by the 15<sup>th</sup> of each month for the revenues collected the previous month.

**B. Morrow County's Obligations**

1. Morrow County shall retain administrative authority of its building program and be responsible for its Plan of Operation. Morrow County will name the City of Boardman Building Official as its Building Official.
2. Morrow County Planning Department will make permit forms and other permit information available to the public.

**Both parties agree to the following schedule for the above:**

Begin: July 1, 2000

End: June 30, 2001 (automatically extended until officially renewed/canceled)

**C. REFUNDS**

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

**D. FUNDS AVAILABLE AND AUTHORIZED**

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

**E. TERMINATION**

1. The agreement may be terminated by mutual consent of both parties or by either party upon ninety (90) days notices, in writing and delivered by certified mail or in person to the other party.
2. If State regulations or guidelines are modified, changed, or interpreted in such a way that the services contemplated in this agreement are no longer allowable or appropriate.
3. Any termination of this agreement under Subsections 1 and 2 shall preserve any obligation or liabilities of either party already accrued prior to such termination.

**F. ACCESS TO RECORDS**

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

**G. STATE TORT CLAIMS ACT**

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

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

MORROW COUNTY

By: Jerry K. Palmer

DATE: JUNE 21, 2000

CITY OF BOARDMAN

By: R. A. Mathen

DATE: JUNE 21, 2000

APPROVED AS TO FORM:

Walt Walsh  
COUNTY COUNSEL

**REFUND POLICY  
CITY OF BOARDMAN**

Refunds of permit fees shall be made, if at all, under authority of ORS 293.445(2). Erroneous payments are 100 % refundable. If the issuing agency has no legal interest in funds received, it cannot retain any portion of them.

**REFUNDS ARE NOT ALLOWED WHEN:**

An applicant obtains a permit and is unable or unwilling to go forward with the work for which the permit was obtained, and six months has expired.

2. An applicant submits plans for review and is unable or unwilling to go forward with a project.

This list is intended only as a guide. The situations described above are some of the more common circumstances in which a refund is not proper.

**REFUNDS ARE ALLOWED WHEN:**

1. Dual payment has been received for one permit or plan review. Refund 100 % of the second payment.
2. Permit obtained from an issuing agency that does not have jurisdiction for inspection of the work the permit was issued for. Refund 100 %.
3. Applicant submits plans for review, which do not show an engineer's stamp as required by law. Plans are returned. Refund 100 %.

This list is intended only as a guide. The situations described above are some of the more common circumstances in which a refund is proper.

PLEASE NOTE: Situations in which refunds are allowable should always have one common feature: The permit-issuing agency has received funds in which it has no legal interest. For the purposes of this policy, this means a situation where the agency should not have taken receipt of the fee.

**ADDENDUM TO INTERGOVERNMENTAL AGREEMENT NO. 75-3-320**

This agreement is between the State of Oregon acting by and through its DEPARTMENT OF CONSUMER AND BUSINESS SERVICES, BUILDING CODES DIVISION ("Division") and the CITY OF BOARDMAN ("City").

**I. STATEMENT OF WORK**

City shall issue Division building codes electrical permits in Morrow County and all cities within the County, for which Division currently has responsibility. Permits issued by City only serve to assist Division and do not represent termination of Division's responsibility to administer all or part of the State Building Code as defined in ORS 455.010 and authorized to administer under ORS 455.150.

All other provisions of Intergovernmental Agreement No. 75-3-320, including Statement of Work, Financial Matters, Refunds, Records Retention & Access to Records, Funds Available & Authorized, Amendment, Termination, and Ownership of Work Product, shall remain the same.

This agreement will begin on July 1, 2000, and terminate June 30, 2003.

**CITY OF BOARDMAN**

**STATE OF OREGON** by and through  
its Department of Consumer and  
Business Services, Building Codes Division

Thomas D Meyer  
By:

Joe A. Brewer III  
for By:  
JOSEPH A. BREWER III, Administrator

6/20/2000  
Date:  
and made effective upon signature

6/14/00  
Date:  
and made effective upon signature

Paul Mathew  
By:

JUNE 16, 2000  
Date:  
and made effective upon signature

**STATE TREASURY ACCOUNT NUMBER: 4400010000**  
**DEPARTMENT OF CONSUMER AND BUSINESS SERVICES**

**LOCAL GOVERNMENT INVESTMENT POOL**  
**CITY OF BOARDMAN ACCOUNT NUMBER:** \_\_\_\_\_

ATTACHMENT D  
INTERGOVERNMENTAL AGREEMENT



# Building Permit Annual Fees

2000/2001	\$55,603.21
2001/2002	\$57,564.18
2002/2003	\$16,434.49
2003/2004	\$7,478.34
2004/2005	\$23,083.14
2005/2006	\$22,974.77
2006/2007	\$64,378.92
2007/2008	\$42,195.88
2008/2009	\$59,120.21
2009/2010	\$13,730.44
2010/2011	\$88,139.75
2011/2012	\$33,246.97
2012/2013	\$134,387.92
2013/2014	\$172,578.02
2014/2015	\$88,970.60
2015/2016	\$105,175.93
2016/2017	\$163,167.83
2017/2018	\$142,325.24
2018/2019 (to date)	\$76,678.01



P. O. Box 788 • Heppner, Oregon 97836  
(541) 676-5620 • FAX (541) 676-5621

## COUNTY COURT

TERRY K. TALLMAN, Judge  
email: ttallman@co.morrow.or.us  
Boardman, Oregon  
LEANN REA, Commissioner  
email: lrea@co.morrow.or.us  
Heppner, Oregon  
KEN GRIEB, Commissioner  
email: kgrieb@co.morrow.or.us  
Heppner, Oregon

October 22, 2014

Karen Pettigrew, City Manager  
City of Boardman  
200 City Center Circle  
Post Office Box 229  
Boardman, Oregon 97818

Dear Ms. Pettigrew:

Morrow County has reviewed the Intergovernmental Agreement executed in June of 2000 governing the Building Permit Program and the relationship between the City of Boardman and Morrow County. There are several provisions that we would request be amended or added to either reflect current practice or more clearly delineate the responsibilities of the two parties.

The Morrow County Planning Director has worked cooperatively with the City of Irrigon as there is a desire that the program be more uniform throughout all of Morrow County and to create more uniform processes between the jurisdictions in Morrow County using the City of Boardman Building Permit Program.

The following identifies and outlines some of the changes that Morrow County would suggest to the current Intergovernmental Agreement:

1. **Boardman's Obligations, Item 9:** The required 'monthly' report and payment are currently being submitted quarterly. Morrow County would request discussion on this item to determine if monthly reporting could be achieved. This is requested to provide better oversight of the program.
2. **Boardman's Obligations, Add Item 10:** *No Building Permits will be issued by the Building Official until Land Use approval or authorization is received from the Morrow County Planning Department or the respective city representative.* There may be instances where a development requiring building permits may not require Land Use approval or authorization. In those cases correspondence should still take place to assure both parties that all necessary reviews have taken place.
3. **Boardman's Obligations, Add Item 11:** *The Building Official will respect and implement provisions identified as part of the Land Use approval or authorization. Examples include, but are not limited to, 1) assuring setbacks are met, 2) limiting installation of plumbing or electricity that could be used for uses not authorized by Morrow County, or 3) allowing for a project to be incomplete (necessary garage or carport as an example) when occupancy permits are issued.* This request is being made to assure that development is completed to Morrow County or City standards and requirements.
4. **Boardman's Obligations, Add Item 12:** *The Building Official will provide a closure report or notice of occupancy to Morrow County.* This request is being made to assure that development is completed to Morrow County standards and requirements. There have been instances when code enforcement was necessary as structures were being occupied that were not in compliance with Morrow County zoning or other provisions.

5. Morrow County Obligations, Add Item 3: *Provide Land Use approval or authorization to the City of Boardman and the Building Official via electronic or other agreed upon methods.*
6. Morrow County Obligations, Add Item 4: *Provide necessary detail as part of the Land Use approval or authorization to the City of Boardman and the Building Official when deemed necessary by Morrow County. Examples include building elevations, detailed site plans or other documents identifying details to meet Morrow County standards and requirements.*
7. The portion of the IGA that outlines the schedule for the IGA needs to be clearly identified within the IGA with its own heading and should have language incorporating at a minimum an annual review of both the IGA and the Operating Plan.
8. The balance of the IGA needs to be reviewed by both parties to be sure that it meets our current needs and the needs of our customers.

There is also a need to update the Morrow County Building Inspection Program Operating Plan as a number of components are out of date. Examples include contact names, Planning Department operating hours, and identifying the Building Official as having the administrative and operational control of the County's code enforcement agency.

The Morrow County Court would request that both the Operating Plan and the Intergovernmental Agreement be reviewed by both parties to identify changes that can be agreed upon and adopted in a reasonable time. While Carla McLane, Morrow County Planning Director, is our contact for this review, please keep the Commissioners fully informed. Your consideration of this request is appreciated.

Cordially,




Terry K. Tallman  
Judge

Ken Grieb  
Commissioner



Leann Rea  
Commissioner

Attest:



*Bobbi W. Childers*  
Morrow County Clerk





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

(For BOC Use)  
 Item #  
 be

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

Staff Contact: Kenneth W. Matlack/ John A. Bowles      Phone Number (Ext): 5102  
 Department: Sheriff's Office (Civil Division)      Requested Agenda Date: 04/10/2019  
 Short Title of Agenda Item: **Irrigon/ Morrow County Sheriff's Office Contract**  
 (No acronyms please)

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

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

N/A      Purchase Pre-Authorizations, Contracts & Agreements

Contractor/Entity: **City of Irrigon**

Contractor/Entity Address: **PO Box 428, Irrigon, OR. 97844**

Effective Dates – From: **July 1, 2019**      Through: **June 30, 2020**

Total Contract Amount: **\$85,504.82**      Budget Line: **101-113-3-30-3570**

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

Reviewed By:

_____ Kenneth W. Matlack DATE	04/03/2019	Department Head	Required for all BOC meetings
_____ <i>[Signature]</i> DATE	4/13/19	Admin. Officer/BOC Office	Required for all BOC meetings
_____	DATE	County Counsel	*Required for all legal documents
_____	DATE	Finance Office	*Required for all contracts; other items as appropriate.
_____	DATE	Human Resources	*If appropriate

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

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

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

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

This is a contract for Law Enforcement services between the City of Irrigon and the Morrow County Sheriff's Office for the 2019-2020 budget year.

**2. FISCAL IMPACT:**

\$85,504.82 is equivalent to the cost of a Certified Patrol Deputy with an Intermediate Certificate on step one.

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

If the Board of Commissioners is satisfied with the contract as presented.  
Move to accept the contract with the City of Irrigon, sign and forward to Sheriff Kenneth W. Matlack and the City of Irrigon to sign.

Attach additional background documentation as needed.

## INTERGOVERNMENTAL AGREEMENT FOR SHERIFF'S SERVICES

THIS AGREEMENT, made and entered into this 16<sup>th</sup> day of April, 2019, is between Morrow County, Oregon, "County," the Morrow County Sheriff, "Sheriff," and the City of Irrigon, "City."

### RECITALS

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

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

1. Sheriff and County agree to provide law enforcement protection and services in the following particulars as described below:
  - a. Services shall encompass duties and enforcement functions of the type coming within the jurisdiction of and customarily rendered by the Sheriff under the statutes of Oregon. Such services include, but are not limited to those involved in the field of public safety, criminal enforcement, traffic enforcement, city code, or related fields within the power of the Sheriff to provide.
  - b. The sheriff will assign deputies to provide the principal service to the City under this Agreement. These deputies will be available to provide at least 2080 hours per year for public safety coverage for the City, consisting of approximately 173 hours per month. Public safety coverage means the Sheriff will have a deputy available for law enforcement, including code enforcement, whether complaint driven or observed while providing services, in the City. Law Enforcement will include code enforcement, time spent at trials and hearings, report writing and attending City meetings as requested. The term law enforcement and public safety includes those duties customarily and statutorily performed by certified police officers. The term "law enforcement" includes random and non-directed vehicular or on-foot activities through the

streets, roads, parks, fields, buildings or other places or locations by trained Sheriff Office personnel. Deputy training will be the responsibility of the Sheriff, which will be done in accordance with Sheriff's Office policies. The parties to this agreement understand that regular officer training is essential to maintain both officer certification and high departmental standards.

- c. The Sheriff and deputies are vested with full power and authority within the corporate limits of the City to enforce all laws including violations of municipal codes and ordinances. The Sheriff's Office will respond to calls for services involving law enforcement, public safety and code violations. Such code violations are to be noticed and processed accordingly, not waiting for complaints to take action. These calls for service patrol and code will be dispatched to any available deputy. If a deputy is unavailable the call will be forwarded to the next available deputy. The City of Irrigon, through the City Manager, will be responsible for administrative letters or correspondence that is mailed to citizens that deal with warning or violations of the municipal code and ordinances following response or communication from a deputy.
- d. The deputies assigned to fulfill the terms of this agreement shall be assigned to work the "City of Irrigon" as set forth on the "attached" map unless needed for transport of City prisoners, out of the area hearings or trials involving City cases, or Sheriff's Office emergency. In the case of emergencies or in situations where the Irrigon deputy must leave the City of Irrigon, the Sheriff's Office will provide the same emergency coverage the Sheriff's Office provides the City on the date this agreement is signed. The hours spent away from the city will be replaced as soon as practicable. Time spent away from the City, as noted above, will not count against the total hours contracted.
- e. A written monthly report of the deputies' activities will be emailed to City Hall the first week of the following month of service in Excel format.
- f. The City through the City Manager and the Sheriff or his assigned departmental liaison will collaborate to develop programs and enforcement goals for implementation. All parties will endeavor to keep open communications and will work cooperatively to meet the conditions of this agreement. The City shall not make requirements upon the Sheriff, which would violate any law, collective bargaining agreement, or cause undue liability for either party. The City Manager may advise the Sheriff's Office whether the general level of service provided is within the expectations of this Agreement. If the expectations are not being met the Sheriff will endeavor to adjust to meet expectations if possible.

- g. The Sheriff will determine which deputy(s) are assigned to the City.
  - h. The City Manager may request special or emergency law enforcement, or safety related assistance by the Sheriff's Office. All requests will be forwarded to the 911 center to be documented for dispatch prioritization with other calls for service.
2. The rendering of the services described above, standards of performance, the discipline of the officers, and all other matters incident to the performance of such services and control of personnel so employed shall remain in the control of the Sheriff.
  3. For purposes of performing under this contact, Sheriff shall furnish and supply all necessary labor, supervision, equipment, communications facilities and supplies necessary to maintain the level of services hereunder.
  4. The Sheriff, his Deputies, including Special and Reserve Deputies, are vested with full power and authority within the corporate limits of the City to enforce laws as set forth in Section 1 above.
  5. All persons employed in the performance of service and functions pursuant to this agreement shall be County employees and no person employed hereunder shall have any City pension, salary, or any status or rights under the provisions as City employees.
  6. The City shall not be called upon to assume liability for the direct payment of any salaries, wages, or other compensation to any County or Sheriff personal performing services pursuant to this agreement, or any liability other than that specifically provided in this agreement. Except as otherwise herein specified, the City shall not be liable for compensation or indemnity to any County or Sheriff employee for any injury or sickness arising out of his/her employment.
  7. To the extent permitted by Article XI, sections 9 and 10 of the Oregon Constitution, and within the limits of liability established in the Oregon tort claims act, the City shall defend, indemnify and save the County, its officers, agents, and employees harmless from any and all claims, actions, costs or other damages resulting from injury to any person or damage to property caused by the negligence of the City performing under this agreement.
  8. To the extent permitted by Article XI, sections 9 and 10 of the Oregon Constitution, and within the limits of liability established in the Oregon Tort Claims Acts, the County shall defend, indemnify and save City, its officers, agents, and employees harmless



from any and all claims, actions, costs or other damages resulting from injury to any person or damages to property caused by the negligence of the County performing under this agreement.

9. This agreement shall be effective the first day of July 2019 and run for one year, unless terminated as provided herein. To modify the agreement or not renew, parties must meet on or before January 5th of the contract period. Either party may terminate this agreement at any time for any failure or refusal on the part of the other to faithfully perform the IGA according to its terms.
10. The City will pay the County for services under this agreement as provided herein at the rate of an amount not to exceed \$85,504.82 per fiscal year. Such contract costs shall be broken down and provided to the City (Personnel: salary, Health, FICA, Medicare, retirement, unemployment, disability, life, W.C., overtime; Material and Services: uniforms, training, gas, vehicle supplies, ammunition, phones, miscellaneous, vehicle maintenance/repair, radio repair). Payment is to be made in quarterly payments on October 1, January 1, April 1, and June 30. In addition, the City of Irrigon is obligated to purchase a vehicle with discussion to occur at the renewal meeting on January 5th prior to the beginning of the new fiscal year as to the specific description of the vehicle.
11. This agreement shall be governed by and construed in accordance with laws of the State of Oregon. Each party shall perform its obligations in accordance with all applicable federal, state and local laws, rules, regulations and ordinances.
12. Any notice required to be given under this agreement shall be in writing and shall be given by personal delivery, mail or facsimile transmission. Any notice required by law shall be given in the manner specified by the applicable law.
13. No provision of this agreement shall be deemed waived unless such waiver is in writing and signed by the party waiving its rights. Any waiver of a breach, whether express or implied, shall not constitute a waiver of any other different or subsequent breach.
14. a. There shall be a default under this agreement if either party fails to perform any act or obligation required by this agreement within thirty days after the other party gives written notice specifying the breach with reasonable particularity. If the breach specified in the notice cannot be completely cured within the thirty-day period, no default shall occur if the party receiving the notice begins performance of the act or obligation within the thirty-day period and thereafter proceeds with reasonable diligence and in good faith to cure the breach as soon as practicable.

b. Notwithstanding subsection 14.a, either party may declare a default without allowing the other party an opportunity to cure if the other party repeatedly breaches the terms of this agreement.

c. In the event of default, before either party to this agreement may bring an action in any court concerning any obligation under this agreement, such party must first seek in good faith to resolve the issue through mediation or other non-binding alternative dispute resolution.

d. Pending final resolution of a dispute or pending termination of this agreement under this section, the parties shall proceed diligently with performance of this agreement.

e. If a default occurs and it is not resolved under subsection 14.c above, the party injured by the default may elect to terminate this agreement and pursue any equitable or legal right or remedy available under Oregon law.

f. Any litigation arising out this agreement shall be conducted in the Morrow County Oregon Circuit Court.

15. If any provision of this agreement is held by any court to be invalid, such invalidity shall not affect any other provision of this agreement.

16. This agreement constitutes the entire agreement between the parties and supersedes all previous agreements. This agreement may be changed only by written modifications that are signed by both parties.

MORROW COUNTY COMMISSIONERS

CITY OF IRRIGON

\_\_\_\_\_/\_\_\_\_\_  
Kenneth W. Matlack, Sheriff      Date

\_\_\_\_\_/\_\_\_\_\_  
Daren Strong, Mayor      Date

\_\_\_\_\_/\_\_\_\_\_  
Jim Doherty, Commissioner      Date

\_\_\_\_\_/\_\_\_\_\_  
Aaron Palmquist, City Mrg.      Date

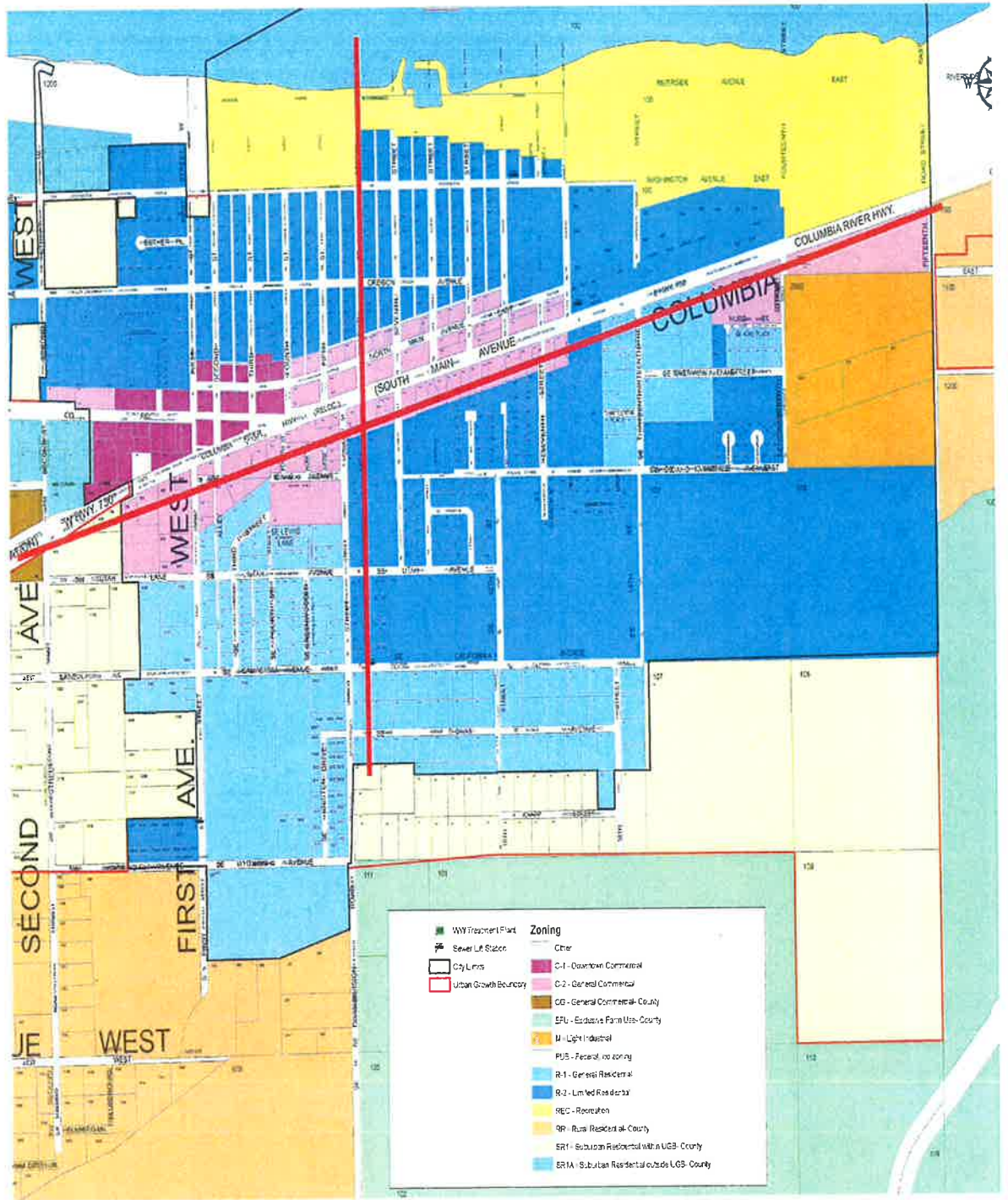
\_\_\_\_\_/\_\_\_\_\_  
Don Russell, Commissioner      Date

Attest

\_\_\_\_\_/\_\_\_\_\_  
Melissa Lindsay, Commissioner      Date

\_\_\_\_\_/\_\_\_\_\_  
Bobbi Childers, County Clerk      Date  
Attest







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

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

Based on the outcome of the Public Hearing that was held on March 27, the item before you is the 1st Reading of the Adopting Ordinance.

**2. FISCAL IMPACT:**

There is no direct fiscal impact based on this action.

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

Not at this time.

Attach additional background documentation as needed.

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

AN ORDINANCE AMENDING THE MORROW	)	Ordinance Number
COUNTY COMPREHENSIVE PLAN, SPECIFICALLY THE	)	ORD-2019-5
INVENTORY OF NATURAL RESOURCES – AGGREGATE	)	
AND MINERAL RESOURCES, ADDING THE MILLER/	)	
HAGUEWOOD AGGREGATE SITE	)	

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

**WHEREAS**, Morrow County adopted a Comprehensive Land Use Plan which was first acknowledged by the Land Conservation and Development Commission on January 15, 1986; and

**WHEREAS**, Corey Miller made application on behalf of Mark and Shannon Miller, Keven Haguewood, and Michelle Butler to the Planning Department for an aggregate site in Morrow County on land zoned for Exclusive Farm Use, seeking a Conditional Use Permit and a listing of the site as locally significant on the Comprehensive Plan Inventory of Natural Resources – Aggregate and Mineral Resources; and

**WHEREAS**, the Morrow County Planning Commission held a public hearing on Tuesday, February 26, 2019 at the Port of Morrow Riverfront Center in Boardman, Oregon to consider the Conditional Use Permit and the Comprehensive Plan Amendment; and

**WHEREAS**, the Morrow County Planning Commission received oral testimony in support regarding the Comprehensive Plan amendment; and

**WHEREAS**, the Morrow County Planning Commission considered the testimony received and after deliberation, forwarded the Comprehensive Plan amendment to the Board of Commissioners with a do adopt recommendation; and

**WHEREAS**, the Morrow County Board of Commissioners held a public hearing to consider the Comprehensive Plan amendment recommendation from the Morrow County Planning Commission on March 27, 2019, at the Bartholomew Building in Heppner, Oregon; and

**WHEREAS**, the Morrow County Board of Commissioners allowed public testimony prior to considering the Comprehensive Plan amendment; and

**WHEREAS**, the Morrow County Board of Commissioners accepted the Planning Commission recommendation to approve the Comprehensive Plan amendment and approved it as presented with a 2-0 affirmative vote.

**NOW THEREFORE BE IT ORDAINED** THAT THE MORROW COUNTY BOARD OF COMMISSIONERS AMENDS THE MORROW COUNTY COMPREHENSIVE PLAN ADDING THE MILLER/HAGUEWOOD AGGREGATE SITE TO THE INVENTORY OF NATURAL RESOURCES – AGGREGATE AND MINERAL RESOURCES.

Section 1 Title of Ordinance:

This Ordinance shall be known, and may be cited, as the “2019 Miller/Haguewood Aggregate Amendment.”

Section 2 Affected and Attached Documents:

The Morrow County Comprehensive Plan Inventory of Natural Resources – Aggregate and Mineral Resources.

Section 3 Effective Date:

This ordinance shall be effective 90 days after its second reading, or July 23, 2019.

Date of First Reading: April 10, 2019

Date of Second Reading: April 24, 2019

**ADOPTED BY THE MORROW COUNTY BOARD OF COMMISSIONERS THIS 24<sup>TH</sup> DAY OF APRIL 2019.**

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

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Jim Doherty, Chair

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Melissa Lindsay, Commissioner

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Don Russell, Commissioner

Approved as to Form:

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Morrow County Counsel

**Inventory of Natural Resources**  
Aggregate and Mineral Resources

Goal 5 Significant	Farmland Significant	Site Name	Owner	Map and Tax Lot	DOGAMI #	Other Number	Primary Commodity	Zone	Permitted Boundary (acres)
Yes		Cecil Quarry, Cecil Rock Production	ODOT	2N 23 6, 7 TL 1100	25-0003	ODOT #25-007	Rock 49F	EFU	4.72
Yes		Lexington Quarry MP 39 Heppner	ODOT	1S 25 35 TL 600	25-0017	ODOT #25-009	Basalt 28E	EFU	14.94
Yes		Walpole Gravel Pit	MC/ODOT	5N 27 20 TL 1504,2200	25-0018	ODOT #25-005	Sand & gravel 8B	RR	5
Yes		Britt Quarry	Marty Britt/Sid and Randy Britt	1N 27 TL 1400	25-0069		Basalt	EFU	40
Yes		Willow Creek Ranch	Willow Farms, LLC/Mark Zoller	2N 23 17 TL 1401	25-0071		Rock	EFU	30
Yes		Hellberg Goal 5	Max Hellberg	5N 26 26 TL 203		DLCD# 001-04	Sand & gravel	EFU	52
Yes		Hellberg (ODOT)	ODOT	5N 26 26 TL 205, 207	25-0048	ODOT#25-032-5	Sand & gravel	EFU	11.98
Yes		Morgan Creek	ODOT	1N 23 22 TL 100		ODOT#25-031		EFU	7.89
Yes		Barratt Quarry	ODOT	2S 26 25 TL 3800		ODOT#25-011		EFU	4
Yes		Donaldson Canyon Quarry	ODOT	3S 26 TL 1502		ODOT#25-020-5		EFU	3.67
Yes		Threemile Canyon Quarry	ODOT	In ODOT ROW surrounded by 4N 23 TL 110		ODOT#25-027-5		EFU	10.3
	Yes	Six-Mile Pit	Three Mile Canyon Farms	4N 23 23, 24 TL102	25-0006		Screened S & G	EFU	12
	Yes	Kinzua Resources	Port of Morrow	2S 26 21 TL 2701	25-0004		Sand & gravel	EFU	>1
	Yes	Boardman	Eucon Corporation	4N 24 23 TL 402	25-0015		Rock	SF-40	<10
	Yes	So Bombing Range Pit	MC/ Irvan Rauch	1N 26 18 TL 3200	25-0020	PW #210	Sand & gravel	EFU	>1
	Yes	J. J. Aylett	Aylett, Jeddie & Juanita	4N 27 28 TL 300, 1101	25-0023		Sand & gravel	EFU	20
	Yes	East Fork Dry Ck Quarry MP 59.6 Wasco-Heppner Hwy	ODOT	3S 23 27 TL 3001	25-0024	ODOT #25-056	Borrow/Fill/Topsoil 32E	EFU	3.81
	Yes	Cutsforth Quarry	Cutsforth	1S 25 20 TL 2000	25-0027	CUP-N-5(1983)	Basalt	EFU	1
	Yes	Rhea Creek Quarry	MC/Melvin Harnett	3S 26 32 TL 3200	25-0029	PW #247/220	Basalt	EFU	1.5
	Yes	Zinter Quarry	MC/Zinter Dev.	3S 23 27 TL 3400	25-0030	ODOT #30-018, PW #221, Check against 25-0043!!	Sand & gravel	EFU	7.11
	Yes	Clark Canyon Quarry	MC	2S 25 15 TL 1702	25-0031	PW #201	Basalt	EFU	3
	Yes	Skinnners Fork Quarry	MC	3S 27 12 TL 400	25-0032	PW #228	Basalt	EFU	1.5
	Yes	Butter Creek Quarry/Currin Pit	MC/Currin Ranch	1N 28 25 TL 700	25-0033	PW #239/224	Basalt	EFU	5
	Yes	Dougherty Pit/Sandhollow	MC/Jerry Dougherty	1S 27 7 TL 505	25-0034	PW# 226	Basalt	EFU	
	Yes	Chick Quarry/Reitmann Pit North	MC/Bridston	1N 23 12 TL 3600, 2200	25-0035	PW #227	Basalt	EFU	4
	Yes	Rugg Quarry/Road Canyon Pit	MC/James Martin	4S 26 22 TL 1502	25-0038	PW #230	Basalt	EFU	4
	Yes	2011 Ruhl Quarry	Rich Ruhl	2S 24 10 TL 600	25-0039	PW #229	Basalt	EFU	1.5
	Yes		Finley Buttes Landfill Company	2N, 3N 26 5, 32 TL 301	25-0040			EFU	>1
	Yes		Easy Way Contracting, Inc.	2N 26 7 TL 501	25-0041	CUP-N-34	Sand & gravel	EFU	1+
	Yes	Hellberg Pit	MC	5N 26 26 TL 206	25-0042	PW #231/241	Rock	EFU	5
	Yes	Zinter Quarry MP 60.45 Wasco-Hep Hwy	ODOT	3S 23 26 TL 3400	25-0043	ODOT #25-018	Basalt 43D	EFU	7.11
	Yes	Halverson Site	MC/Halverson	1S 23 27 TL 2300	25-0044	PW #217	Basalt	EFU	
	Yes	Rivercrest	Rivercrest Farms/Baker Produce South	2N 26 7 TL 500 or 501?	25-0046	Check against 25-0041!!!	Bar Run or Agate	EFU	>1
	Yes	Albert Wright Pit	MC/Wright Century Farm	4S 25 28, 33 TL 3800	25-0050	PW #236	Rock	EFU	4



**Inventory of Natural Resources**  
Aggregate and Mineral Resources

<b>Goal 5 Significant</b>	<b>Farmland Significant</b>	<b>Site Name</b>	<b>Owner</b>	<b>Map and Tax Lot</b>	<b>DOGAMI #</b>	<b>Other Number</b>	<b>Primary Commodity</b>	<b>Zone</b>	<b>Permitted Boundary (acres)</b>
	Yes	Carlson	MCPW/4C Ranches	3S 24 7 TL 1401	25-0051	PW #237	Rock	EFU	5.5
	Yes	Little Butter Creek	MCPW/Currin Ranches	1S 28 TL 1600	25-0052	PW #209	Basalt	EFU	6
	Yes	Hellberg-Wise Pit	Wesley Wise/Max Hellberg	5N 26 26 TL 203	25-0053		Sand & gravel	EFU	5
	Yes	Turner	MCPW/Turner Ranch	2S 27 17 TL 1300	25-0054	PW #219	Basalt	EFU	7.34
	Yes	Madison Section 16	Madison, Kent	3N 27 16 TL 1100	25-0056		Sand & gravel	EFU	2.5
	Yes	Sand Lake	Boardman Tree Farm	3N 26 26 TL 1401	25-0059		Sand & gravel	EFU	1
	Yes	Doherty-Juniper Pit	MCPW/Doherty	1N 25 3 TL 700	25-0061	PW #238	Rock	EFU	10
	Yes	L & M Pit	Miller & Sons/L&M Ranch	2S 26 23, 26, TL 3402, 3301	25-0062		Sand & gravel	EFU	13
	Yes	Padberg Pit	Miller & Sons/Padberg	1S 24 27 TL 3501	25-0067		Basalt	EFU	
	Yes	Heideman Quarry	Heideman/4DG Land Co.	1N 23 19 TL 3102	25-0068		Basalt	EFU	10
	Yes	Ely Canyon Quarry, Heideman II	WI Construction /Heideman	1N 23 28 TL 6001	25-0070		Basalt	EFU	25
	Yes		Wade Aylett	4N 27 28 TL 800	30-0129		Sand & gravel	EFU	
	Yes	Thompson Pit	MC/Brian Thompson	4S 27 TL 900		PW #240, CUP-S-105, MC-C-5-97		EFU	20
	Yes		Kevin Haguewood	1N 23 28 TL 5900		CUP-N-284 AC-040-10 AC(M)-041-10		EFU	
	Yes		John Kilkenny	2S 28 28 TL 1300		CUP-S-297 AC-057-12 AC(M)-058-12		EFU	
	Yes		Madison Farms	3N 27 30 TL 1700		CUP-N 271 AC-018-09 AC(M)-017-09	Basalt	EFU	40
	Yes	Heideman Quarry III	Aaron Heideman	1N 26 (Sections 20 and 21) TL 2801 and 2807	TBD	CUP-N-329 AC-117-18	Predominately Basalt	EFU	20
	Yes	Haguewood Miller	Keven Haguewood/Mark and Shannon Miller	1S 26 (3) TL 300 and 500	TBD	CUP-S-335-19 AC-129-19	Predominately Basalt	EFU	20



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

(For BOC Use)
Item #
lg+h

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

Staff Contact: Carla McLane
Department: Planning

Phone Number (Ext): 5055
Requested Agenda Date: 04-10-2019

Short Title of Agenda Item: Code Enforcement Ordinance
(No acronyms please)
Deliberation and Adopting Ordinance 1st Reading - ORD-2019-4

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

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

N/A

Purchase Pre-Authorizations, Contracts & Agreements

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

Reviewed By:

Carla McLane 04052019 Department Head Required for all BOC meetings
Admin. Officer/BOC Office Required for all BOC meetings
County Counsel \*Required for all legal documents
Finance Office \*Required for all contracts; other items as appropriate.
Human Resources \*If appropriate

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

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

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

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

No comments were received after the public hearing last Wednesday, April 3, 2019. Before you for deliberation is the final document with all of the proposed changes including the reference to the 400 foot distance within the Chronic Nuisances section.

Planning staff recommend that you deliberate, then move to adoption of the Code Enforcement Ordinance. Once that is completed Planning staff can read the Adopting Ordinance ORD 2019-4 by title.

**2. FISCAL IMPACT:**

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

I move to accept the Code Enforcement Ordinance as presented with the changes from its current state and the final edits as presented during the comment period.

Attach additional background documentation as needed.

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

AN ORDINANCE ADOPTING AN UPDATE TO THE	)	Ordinance Number
MORROW COUNTY CODE ENFORCEMENT	)	ORD-2019-4
ORDINANCE, ADDING CHRONIC NUISANCES AND	)	
ENVIRONMENTAL HEALTH. THIS ACTION WILL	)	
ALSO REPEAL AND REPLACE ORDINANCE	)	
ORD 2014-11.	)	

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

**WHEREAS**, it is a concern of Morrow County that the Code Enforcement Ordinances have consistent and achievable enforcement of State regulations and Morrow County Codes; and

**WHEREAS**, chronic nuisance properties in the County are a cause for concern and the County has the opportunity to address those concerns through a Chronic Nuisance Ordinance; and

**WHEREAS**, Morrow County is entering into an agreement with the Oregon Department of Environmental Quality and has an agreement with the Oregon Health Authority, both enabling the Umatilla County Health Department to implement the Environmental Health Program for On-Site Septic Systems, Food Service Facilities, Tourist Facilities, and Pool Facilities within Morrow County; and

**WHEREAS**, the Planning Department, in consultation with the Sheriff's Department, the Weed Supervisor, the Oregon Department of Environmental Quality, the Umatilla County and Morrow County Health Departments, County Counsel, and the Morrow County Justice of the Peace redeveloped the current Code Enforcement Ordinance to incorporate new sections and update other areas; and

**WHEREAS**, the Morrow County Board of Commissioners held two public hearings to consider the adoption of the Code Enforcement Ordinance on March 20, 2019, at the Port of Morrow Riverfront Center in Boardman, Oregon, and on April 3, 2019, at the Bartholomew Building in Heppner, Oregon; and

**WHEREAS**, the Morrow County Board of Commissioners did deliberate and adopt the Code Enforcement Ordinance on April 10, 2019;

**NOW THEREFORE BE IT ORDAINED THAT THE MORROW COUNTY BOARD OF COMMISSIONERS ADOPTS THE MORROW COUNTY CODE ENFORCEMENT ORDINANCE. THE BOARD OF COMMISSIONERS ALSO REPEALS AND REPLACES ORDINANCE ORD 2014-11 RELATING TO THE CURRENT CODE ENFORCEMENT ORDINANCE.**

Section 1 Title of Ordinance:

This Ordinance shall be known, and may be cited, as the "2019 Code Enforcement Ordinance Update."

Section 2 Affected and Attached Documents:

The Morrow County Code Enforcement Ordinance adopted as ORD-2014-11 is repealed.

The Morrow County Code Enforcement Ordinance adopted as ORD-2019-4 is attached and adopted.

Section 3 Emergency Clause and Effective Date:

The Morrow County Board of Commissioners do declare an emergency based on the pending agreement with the Oregon Department of Environmental Quality and the Umatilla County Public Health Department concerning the transfer of the On-Site Program targeted for May 1, 2019. This Ordinance shall be effective on May 1, 2019.

Date of First Reading: April 10, 2019  
Date of Second Reading: April 24, 2019

**ADOPTED BY THE MORROW COUNTY BOARD OF COMMISSIONERS THIS 24<sup>TH</sup> DAY OF APRIL 2019.**

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

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Jim Doherty, Chair

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Melissa Lindsay, Commissioner

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Don Russell, Commissioner

Approve as to Form:

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Morrow County Counsel

# The Code Enforcement Ordinance

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## **Section 1. Purpose and Policy**

### Authority

This Ordinance is adopted pursuant to the authority granted to general law counties by ORS Chapter 203 for the purpose of providing procedures to be used in enforcing the Morrow County Code. It is a violation under ORS 203.065 to fail to comply with any provision or requirement of a County ordinance, order, permit approval, consent agreement, enforcement order or state statute which the County has the authority to enforce.

### 1.100 Purpose

The purpose of this Ordinance is to provide for the welfare, safety and health of the citizens of Morrow County by establishing a procedure wherein the ordinances of Morrow County and State Statute can be enforced. In order to ensure timely and uniform enforcement of County ordinances and to maintain public confidence and certainty in County ordinances, it is necessary to enact the enforcement procedures in this Ordinance.

### 1.200 Application

County policies and ordinances to be enforced under this Ordinance are those contained herein and the Morrow County Comprehensive Plan, Zoning Ordinance, Subdivision Ordinance, Solid Waste Management Ordinance to the extent it is not enforced under specific enforcement procedures contained therein, and city comprehensive or development or land use ordinances co-adopted by the County pursuant to a Joint Management Agreement. A violation in any provision in any chapter of a Morrow County Ordinance that does not have an enforcement procedure in that Ordinance to dispose of a violation is subject to this Ordinance.

Except for a violation which unmistakably exists and imminently endangers health or property, a complaint shall be first placed against any applicable permit approved by the County under the Morrow County Zoning Ordinance, Subdivision Ordinance or Solid Waste Management Ordinance. This Ordinance shall apply when the permit language does not address violations relating to the particular complaint.

### 1.300 Other Applications

A violation of an Oregon State Statute (ORS) or Oregon Administrative Rule (OAR) that is not adopted by this Ordinance may be enforced in the manner provided in that statute or rule by a person having lawful authority to enforce such statute or rule.

## **Section 2. Definitions**

For the purpose of this Ordinance the following definitions apply:

Abandoned vehicle means a vehicle that is disabled, abandoned, parked or left standing unattended upon the right-of-way of any county road, state highway, or upon any street or alley over which Morrow County has jurisdiction, or upon any county property.

Abatement means any action on public or private property and any adjacent property as may be necessary to remove or alleviate a nuisance, including but not limited to, demolition, removal, repair, boarding and securing or replacement of property.

Attractive Nuisance is any negligent action or condition of property which would be both attractive and dangerous to curious children, or attract an infestation.

Chronic Dereliction means whenever a derelict building remains unoccupied for a period in excess of 6 months or a period less than 6 months when the building or portion thereof constitutes an attractive nuisance or hazard to the public.

Chronic Offender means a responsible party who has not complied with an order of the Code Enforcement Officer or Justice of the Peace for any number of violations within twelve consecutive months.

Citation, Complaint & Summons means the official form which charges a person(s) with a violation of a County Ordinance and requires that person to appear before the Court to answer the charges specified.

Code Enforcement File means the public record retained in the Morrow County Sheriff's Office which shall contain all documents, reports, evidence and other information concerning a particular complaint or enforcement action.

Code Enforcement Officer means the person(s) whose primary duties are to conduct code investigations, issue stop work or stop use orders, issue citations, and generally initiate enforcement actions under this Ordinance. Enforcement officers have all authority to carry out the purposes of this Ordinance and the provisions of the Code under their authority. These persons may include any law enforcement officer, Code Enforcement Officer, Public Health Official, Administrator, or Director, Solid Waste Administrator, Building Official, Weed Coordinator/Inspector, and Planning Official.

Complainant means a person(s) who initiates a complaint against another person(s) alleging a violation of a County ordinance which is authorized by a Board of Commissioners order to be enforced under this Ordinance.

Consent Agreement means a written agreement signed by the responsible party(s) (as defined below) and the Code Enforcement Officer stating the specific steps or conditions which the responsible party(s) must take or meet to cure a violation of a County ordinance.

Debris means the remains of something broken down or destroyed, including, but not limited to, scrap metal, paper, plastic or wood, pieces of asphalt, concrete, lumber or

other building supplies or yard clippings or cuttings of plant material.

Derelict building means any building, structure, or portion thereof which is unoccupied and meets any of the following criteria or any residential structure which is at least 50% unoccupied and meets any of the following criteria: 1) Has been ordered vacated by a process outlined within this Ordinance; 2) Has been issued a correction notice by a process outlined within this Ordinance; 3) Is unsecured; 4) Is boarded; 5) Has been posted for violation of any portion of this Ordinance more than once in any two year period; or 6) Has, while vacant, had a nuisance abated by the County pursuant to this Ordinance.

Garbage, Trash or Waste means all useless or discarded putrescible and non-putrescible materials, including but not limited to rubbish, refuse, ashes, paper and cardboard, sewage sludge, septic tank and cesspool pumpings or other sludge, useless or discarded commercial, industrial, demolition and construction materials, discarded or abandoned vehicles or parts thereof, discarded home and industrial appliances, manure, vegetable or animal solid and semi-solid materials, dead animals and infectious waste.

Hazardous Vehicle means a vehicle left in a location or condition such as to constitute an immediate threat to the safety of vehicular or pedestrian traffic and as defined in Oregon State Highway Division Administrative Rule OAR 734-020-0147.

Infestation means to be overrun to an unwanted degree or in a troublesome manner, especially as predatory animals, insects, or vermin do.

Invasive Species means an organism that causes ecological or economic harm in a new environment where it is not native.

Junk means broken, discarded or accumulated objects including but not limited to appliances, building supplies, furniture, vehicles, or parts of vehicles. This definition is not meant to include "bone yard" as defined in the Solid Waste Management Plan.

Justice of the Peace (JP) means the elected official in Morrow County who handles minor legal issues such as traffic offenses and code enforcement violations.

Livestock means domestic animals of types customarily raised or kept on a farm for profit or other purposes.

Motor Vehicle means a vehicle that is self propelled or designed for self propulsion.

Noise Nuisance means any sound which a) injures or endangers the safety or health of humans; or b) annoys or disturbs a reasonable person of normal sensitivities.

Noxious Weed means any plant which is determined by the Board of Commissioners to be injurious to public health, crops, livestock, land or other property. (See Appendix A)

Nuisance means any thing, substance, or act that is a threat to the public health, safety, or welfare.

Penalty means a fine assessed according to the schedule set forth in the applicable ordinance(s) against a responsible party(s) upon a finding by the Justice Court that a

violation has occurred.

Person means any public or private corporation, local governmental unit, public agency, individual, partnership, association, firm, trust, estate or any other legal entity, contractor, subcontractor or combination thereof.

Person in Control of Property means an owner, agent, contract purchaser, lessee, occupant, or other person having possession or control of property.

Place or Property means any premises, room, house, building or structure or any separate part or portion thereof, whether permanent or not, or the ground itself.

Public Safety Officer means a peace officer, Morrow County Code Enforcement Officer, fire prevention inspector, firefighter, or any person who, during an emergency formally declared by the Morrow County Board of Commissioners, has been deputized by and is acting pursuant to the orders of the Morrow County Sheriff.

Responsible Party/Violator means an owner, title holder, contract seller, contract buyer, possessor or user of the land upon which a violation is occurring, or the person(s) responsible for the action, conduct, or omission which constitutes a violation of a County ordinance, may each be held responsible for a violation of a County ordinance.

Stop Work or Stop Use Order means a formal written order issued by the Code Enforcement Officer or Building Official directing that any work, action or use is in violation of a County ordinance, must stop immediately. Such an order must be issued according to the requirements of Section 14 of this Ordinance.

Street or Roadway means that portion of the road right-of-way developed for vehicular traffic.

Unsafe Building means any building or structure where defects exist to the extent that life, health, property, or safety of the public or its occupants are endangered.

Vehicle means any device in, upon or by which any person or property is or may be transported or drawn upon a public highway and includes vehicles that are propelled or powered by any means.

Violation means an offense created by an ordinance of Morrow County or the State which is punishable by a fine or punishment in addition to a fine but does not provide that the offense is punishable by a term of imprisonment.

Weeds of Economic Importance means weeds which result in economic impact and which are identified by the Weed Advisory Board and approved by Board of Commissioners as appropriate targets for intensive control or eradication as feasible. (See Appendix B)

**Section 3. Jurisdiction**

This Ordinance shall apply within those areas located inside Morrow County which are situated outside the city limits of an incorporated city. The Circuit and Justice Courts for the State of Oregon for the County of Morrow have concurrent jurisdiction over any and all violations of this Ordinance.

## **Section 4. Motor Vehicles**

### **4.100 Abandoned Vehicles**

An abandoned vehicle may be taken into immediate custody and removed by an appropriate authority. The Morrow County Sheriff has all authority to enforce ORS 819.100 - 819.200.

### **4.200 Disposal of Vehicles at the Request of a Person in Lawful Possession (junk slips)**

- A. A person may make a request to the Morrow County Sheriff's Office, or designee, to dispose of a vehicle that is on the private property of the person and that is appraised at a value of \$500.00 or less, as determined by a holder of a certificate issued under ORS 819.230, if the person is in lawful possession of the vehicle. For the purposes of this subsection, a person need not have the certificate of title to be in lawful possession of the vehicle.
- B. When the Sheriff's Office chooses to dispose of a vehicle under Section A above, the Sheriff's Office shall do all of the following:
  1. Photograph the vehicle.
  2. Verify that the person is in lawful possession of the vehicle.
  3. Provide notification on a "junk slip" document recording the vital information of an abandoned or accumulated vehicle to the person requesting the disposal and the Department of Motor Vehicles of all of the following:
    - a. The name and address of the person requesting the disposal;
    - b. The vehicle identification number;
    - c. The appraised value of the vehicle;
    - e. The name and address of the authority disposing of the vehicle.
  4. Dispose of the vehicle and its contents to a person who holds a valid dismantler certificate issued under ORS 822.110.
- C. The Sheriff's Office may charge the person requesting the disposal a fee to dispose of the vehicle.
- D. Disposal of a vehicle to a dismantler as provided in this section extinguishes all prior ownership and possessory rights. No title shall further be issued upon the vehicle, including salvage title.
- E. In lieu of submitting ownership or other title documents for the vehicle, the Sheriff's Office may submit to the dismantler a copy of the junk slip notification provided to the Department of Motor Vehicles under subsection B. of this section.

### **4.300 Motor Vehicle Impound**

A police officer who has probable cause to believe that a person, at or just prior to the time the police officer stops the person, has committed an offense described in Oregon Statute may, without prior notice, order the vehicle impounded until a person with right to possession of the vehicle complies with the conditions for release or the vehicle is ordered released by a hearings officer.

### **4.400 Towing and Storage Liens**

The lien that attaches to the vehicle shall be a possessory chattel lien in accordance with ORS 87.142 and shall be foreclosed in the manner provided in ORS 87.152 to 87.212. If the appraised value of the vehicle is \$1,000.00 or less, the vehicle shall be disposed of in the manner provided in ORS 819.220. Evidence regarding market value from any person who deals, trades, buys, or disposes of such vehicles in the ordinary

course of such person's business shall be sufficient to establish market value.

4.500 Suspension of Notice and Hearing Requirements

In all cases where removal, towing or impoundment of any vehicle has been performed by persons engaged in emergency operations after formal declaration of emergency by the Morrow County Board of Commissioners, all notice and hearings requirements shall be suspended and held in abeyance until abatement of the conditions creating the emergency reasonably allow for providing notice and hearing.

4.600 Vehicles as attractive nuisances

No person in charge of property may permit, or no person may cause to exist, vehicles or parts thereof, which could cause an attractive nuisance or infestation.

## **Section 5. Nuisances**

### **5.100 Nuisances**

No person in charge of property may permit, or no person may cause to exist, any thing, substance, or act that is an imminent threat to the public health, safety, or welfare. An imminent nuisance may be summarily abated as provided in Section 12.

### **5.200 General Nuisance**

- A. All accumulation of garbage, waste and debris must be in accordance with the requirements of the Solid Waste Ordinance. No person in charge of property may permit, or no person may cause to exist, accumulation of debris, garbage, junk, or animal excrement that are not removed within a reasonable time, except as follows:
1. junk may be accumulated if authorized by permit or business license.
  2. yard cuttings, other than grass clippings, may be accumulated on property owned or leased by the person for burning at the first available burn season. It is the landowners' responsibility to obtain any required burning permits.
  3. yard cuttings and other organic material may be accumulated on property owned or leased by a person for composting, if maintained in a manner that does not attract vermin and does not produce an offensive odor.
  4. garbage may be accumulated in order to be hauled by a licensed solid waste hauler or to be taken by the person to an authorized depository if the garbage is secured within a fly-proof, rodent-proof, water-tight covered container that is kept clean and in good repair, and is removed within a reasonable time.
  5. animal excrement from livestock may be accumulated for farm or agricultural purposes as long as it does not become a danger to health or safety.
- B. Weeds. The owner or person in charge of property shall not permit the growth, seeding or spreading of weeds as a fire danger. Local Fire Chiefs and Marshals are recognized as the enforcement authority for fire hazards. Additionally, Morrow County is declared a Weed Control District and is further regulated as characterized by Section 11 of this Code.
- C. No person may cause to exist vegetation that:
1. is a hazard to pedestrian use of a public sidewalk or is a hazard to bicycle or vehicular use of a public or private street by impeding passage or vision. The hazards include, but are not limited to:
    - a. Vegetation that encroaches upon, or overhangs lower than 8 feet, a public sidewalk or other pedestrian way, or encroaches upon or overhangs lower than 10 feet, a public or private street.
    - b. Vegetation that impedes motorist, bicyclist or pedestrian views of traffic, traffic signs or signals, street lights or name signs, or other safety fixtures or markings placed in the public way.
  2. is a hazard to the public or property on or near the property where the vegetation is located;
  3. impedes access to or use of any public facility;
  4. obstructs drainage facilities in the public way, including but not limited to roadside ditches, street curbs and gutters, catch basins, or culverts;
  5. has roots that have entered a sewer or water line, main or system, and



- that stops, restricts or retards the flow of sewage or water, or damages the pipes or connectors; has roots that have cracked or displaced a sidewalk, curb or street;
6. extends across a property line. Tree and shrub branches or limbs may extend across a property line when by condition or location they do not create a hazard to the health, safety or well-being of the general public.
- D. Trees. The owner or person in charge of property shall not permit shrubs or trees to interfere with the use of a sidewalk or roadway, or obstruct a driver's view of an intersection or of traffic upon streets approaching an intersection, or otherwise create a hazard to the public. Such owner or person in charge of property shall also trim the trees so that the minimum clearance of the overhanging part of the tree is eight feet above the sidewalk and eleven feet above the roadway.
- E. No person in charge of property may permit or no person may cause to exist on private or public property accessible containers with a capacity of more than one cubic foot and a door or lid that locks or fastens when closed and that cannot be easily opened from the inside.
- F. No person in charge of property may permit or no person may cause to exist a well, cistern, cesspool, pit, quarry, excavation, swimming pool, or other hole of a depth of four feet or more, unless;
1. it is fenced or securely covered; or
  2. the excavation is part of an authorized construction project and during the course of construction reasonable safeguards are maintained to prevent injury.
- G. No person in charge of property may permit or no person may cause to exist on a sidewalk or public or private street adjacent to the property, any dumping or storage of dirt, sand, rocks, gravel, lawn clippings, bark dust, lumber or other similar material.
- H. No person in charge of a development project may permit, or no driver of a vehicle may cause, any deposit of dirt, mud, lumber or other material or object on any street or sidewalk.
- I. Unlawful Posting of placards.
1. No person may attach or cause to be attached an advertisement, bill, placard, poster or sign upon real or personal property, whether public or private, without first securing permission from the owner or person in control of the property.
  2. This section shall not be construed as an amendment to or a repeal of any county development code regulation of the use and location of signs.

5.300 A general nuisance may be abated as provided in Section 11.

## **Section 6. Housing as a Public Nuisance**

### **6.100 Authority**

Whenever the County finds that there exists in the County dwellings, buildings or structures which are unfit for human habitation due to unsanitary conditions, dilapidation or other defects detrimental to the public health, welfare and safety of Morrow County residents the County may exercise its authority under State Statute to repair, close or demolish these dwellings in the manner provided in this Section and in State Statute.

For the purposes of aiding the Code Enforcement Officer, the County will, pursuant to this Section, utilize the authority given to the County Public Health Director in ORS 431.150 in all matters pertaining to the public health and the authority given to the Building Official in Oregon Administrative Rule 918-480-0140(5) to revoke a certificate of occupancy of a residential dwelling in violation of applicable law that poses a threat to health and safety. The Fire Chief of an appropriate Fire Protection District will have all authority to enforce the Oregon Fire Code in order to protect the public safety and health of the citizens of Morrow County.

### **6.200 Purpose and Policy**

It is the purpose of this Section to address the matter of concern in the County with particular, although not widespread, instances of unsafe, unsanitary and dilapidated housing that exist and are detrimental to the public health, welfare and safety. It is not the purpose of this Section to constrain rural, isolated dwellings such as cabins built for recreational use but may be applied if such a dwelling is occupied for a full calendar year. It shall be the policy of the County to:

- Endeavor to educate responsible parties when a health and safety issue with housing becomes apparent. It is recognized that not all landlords and tenants are aware of their resources and responsibilities according to Oregon State law.
- Provide clear evidence and health benchmarks as provided by this Section and the expertise, experience and authority of the Code Enforcement Officer, the Public Health Director, the Building Official, Fire Officials and other public officials whose work, training and lawful authority allow for enforcement of health and safety issues.
- Identify and abate chronic violations. Properties that have had ongoing or repeated violations and have been identified as chronic offenders are especially at risk for County action. County actions are meant to encourage property owners to comply. Lack of compliance may lead to additional penalties.

### **6.300 Property as a Public Nuisance**

Any structure that is in such a condition as to constitute a public nuisance known to the common law or in equity jurisprudence or whenever any structure has been constructed, exists, or is maintained in violation of any specific requirement or prohibition applicable to such structure provided by the building regulations of Morrow County, the Oregon State Structural Code, the Fire and Life Safety Code, or any local law or ordinance relating to the condition, location, or structure of buildings.

#### **A. Dangerous Buildings.**

1. Whenever the structure has been so damaged by fire, wind, earthquake, or flood or any other cause, or has become so dilapidated or deteriorated as to become:

- a. An attractive nuisance, or
- b. A harbor for vagrants or criminals, or
- c. As to enable persons to resort thereto for the purpose of committing unlawful or immoral acts;
- 2. Whenever a structure has become chronically derelict;
- 3. Unsafe buildings and burned or partially burned structures that have become unsafe or dangerous; or
- 4. When deemed dangerous by the Building Official or local Fire Marshall.

6.400 Benchmarks.

A tenant, property owner, or both, can be considered a Responsible Party for meeting the requirements of this Section. For purposes of this Section, a dwelling unit shall be considered uninhabitable if it substantially lacks any one of the first 7 or a combination of:

- A. As applied to landlord responsibilities:
  - 1. Effective waterproofing and weather protection of roof and exterior walls, including windows and doors;
  - 2. Plumbing facilities which conform to applicable law in effect at the time of installation, and maintained in good working order;
  - 3. A water supply approved under applicable law, which is:
    - a. Under the control of the tenant or landlord and is capable of producing hot and cold running water
    - b. Furnished with appropriate fixtures;
    - c. Connected to a sewage disposal system approved under applicable law; and
    - d. Maintained so as to provide safe drinking water and to be in good working order to the extent that the system can be controlled by the landlord;
  - 4. Adequate heating facilities which conform to applicable law at the time of installation and maintained in good working order;
  - 5. Electrical lighting with wiring and electrical equipment which conform to applicable law at the time of installation and maintained in good working order.
  - 6. Buildings, grounds and appurtenances at the time of the commencement of the rental agreement in every part safe for normal and reasonably foreseeable uses, clean, sanitary and free from all accumulations of debris, filth, rubbish, garbage, rodents and vermin, and all areas under control of the landlord kept in every part safe for normal and reasonably foreseeable uses, clean, sanitary and free from all accumulations of debris, filth, rubbish, garbage, rodents, and vermin;
  - 7. Safety from fire hazards as required by the Oregon Fire Code.
- B. As applied to tenant duties:
  - 1. All areas of the premises kept in every part as clean, sanitary and free from all accumulations of debris, filth, rubbish, garbage,

rodents and vermin, as the condition of the premises permits and to the extent that the tenant is responsible for causing the problem.

2. All ashes, garbage, rubbish and other waste disposed of from the dwelling unit in a clean, safe and legal manner.
3. All plumbing fixtures in the dwelling unit kept or used by the tenant as clean as their condition permits.

The tenant shall cooperate to a reasonable extent in assisting the landlord in any reasonable effort to remedy the problem.

#### 6.500 Resolution

Resolution of a violation of this section may be sought as stipulated in Section 11 Enforcement Procedures in this Ordinance with the following changes:

##### A. Discovery.

A complaint under this section shall be filed for investigation by recommendation to the Code Enforcement Officer or a local Fire Chief.

##### B. Investigation and Confirmation.

An action for enforcement by the Code Enforcement Officer shall be investigated and authorized by at least one authorized public health official as identified in Section 6.100 above. The investigation shall be accomplished either by physical inspection of the property or by inspection of photographic or video evidence of the alleged violation. When a violation of this Section has been confirmed upon this investigation, the public health official(s) shall provide the Code Enforcement Officer with a Confirmation Statement avowing the existence of a public health and safety violation according to the Benchmarks provided in Section 6.400 (Benchmarks) above.

##### C. Actions.

1. The first confirmed violation with respect to location and property owner shall follow the guidelines of Section 11.100(A) of this Ordinance if Summary Abatement is not warranted. The responsible part(y)ies shall be provided with appropriate education materials as to property owner and/or tenant resources and responsibilities.
2. Subsequent violations on the same property with the same property owner may meet the definition of chronic offender. The County may utilize an enforcement action most appropriate to the situation in compliance with Section 11 of this Ordinance. Penalties and Costs will be assessed according to Section 13 of this Ordinance including recovery in the form of a lien to recover costs and penalties for abatement.
3. A chronic offender will face additional sanctions, such as citation and County abatement with the requirement to pay the County's costs plus chronic offender percentage penalties as stipulated in the Morrow County Fee Ordinance.

#### 6.600 Inspection and Right of Entry

##### A. Right of Entry.

A Code Enforcement Officer may enter property, including the interior of structures, at all reasonable times whenever an inspection is necessary to enforce any building regulations, or whenever the Officer has reasonable cause to believe that there exists in any structure or upon any property any condition which would constitute a violation as described in this Section, the Oregon Fire Code or Building Code. In the case of entry into areas of property that are plainly enclosed to create privacy and prevent access by unauthorized persons, the following steps shall be taken:

1. Occupied Property. If any structure on the property is occupied, the Code Enforcement Officer shall first present proper credentials and request entry. If entry is refused, the Code Enforcement Officer may obtain entry by obtaining an inspection warrant;

2. Unoccupied Property.

a. If the property is unoccupied, the Code Enforcement Officer shall contact the property owner, or other persons having charge or control of the property, and request entry. If entry is refused, the Code Enforcement Officer may obtain entry by obtaining an inspection warrant.

b. If structures on the property are unoccupied, the Code Enforcement Officer shall first make a reasonable attempt to locate the owner or other persons having charge or control of the property and request entry. If entry is refused, the Code Enforcement Officer may obtain entry by obtaining an inspection warrant; or

**B. Grounds for Issuance of Inspection Warrants; Affidavit.**

1. Affidavit. An inspection warrant shall be issued only upon cause, supported by affidavit, particularly describing the applicant's status in applying for the warrant, the statute, ordinance or regulation requiring or authorizing the inspection or investigation, the property to be inspected or investigated and the purpose for which the inspection or investigation is to be made including the basis upon which cause exists to inspect. In addition, the affidavit shall contain either a statement that entry has been sought and refused, or facts or circumstances reasonably showing that the purposes of the inspection or investigation might be frustrated if entry were sought without an inspection warrant.

2. Cause. Cause shall be deemed to exist if reasonable legislative or administrative standards for conducting a routine, periodic or area inspection are satisfied with respect to any building or upon any property, or there is probable cause to believe that a condition of nonconformity with any building regulation exists with respect to the designated property, or an investigation is reasonably believed to be necessary in order to discover or verify the condition of the property for conformity with building regulations.

**C. Procedure for Issuance of Inspection Warrant.**

1. Examination. Before issuing an inspection warrant, the Justice of the Peace may examine under oath the applicant and any other witness and shall be satisfied of the existence of grounds for granting such application.

2. Issuance. If the Justice of the Peace is satisfied that cause for the inspection or investigation exists and that the other requirements for granting the application are satisfied, the Justice of the Peace shall issue the warrant, particularly describing the person or persons authorized to execute the warrant,

the property to be entered and the purpose of the inspection or investigation. The warrant shall contain a direction that it be executed on any day of the week between the hours of 8:00 a.m. and 6:00 p.m., or where the Justice of the Peace has specially determined upon a showing that it cannot be effectively executed between those hours, that it be executed at any additional or other time of the day or night.

3. Police Assistance. In issuing an inspection warrant on unoccupied property, the Justice of the Peace may authorize any peace officer, as defined in Oregon Revised Statutes, to enter the described property to remove any person or obstacle and assist the Code Enforcement Officer(s) inspecting the property in any way necessary to complete the inspection.

#### D. Execution of Inspection Warrants

1. Occupied Property. Except as provided in paragraph 2. below, in executing an inspection warrant, the person authorized to execute the warrant shall, before entry into the occupied premises, make a reasonable effort to present the person's credentials, authority and purpose to an occupant or person in possession of the property designated in the warrant and show the occupant or person in possession of the property the warrant or a copy thereof upon request.

2. Unoccupied Property. In executing an inspection warrant, the person authorized to execute the warrant need not inform anyone of the person's authority and purpose, as prescribed in paragraph 1. above, but may promptly enter the property if it is at the time unoccupied or not in the possession of any person or at the time reasonably believed to be in such condition. In such case a copy of the warrant shall be conspicuously posted upon the property.

3. Return. An inspection warrant must be executed within 10 working days of its issue and returned to the Justice of the Peace by whom it was issued within 10 working days from its date of execution. After the expiration of the time prescribed by this subsection, the warrant unless executed is void.

#### 6.700 Appeals

Appeals of Code Enforcement decisions shall be made to the Morrow County Board of Commissioners, which will act as an advisory and appeals board. A written appeal must be filed with the Planning Department within 20 days after the day of the decision, notice or order was served. An application for appeal shall be based on a claim that the true intent of this Section or the rules legally adopted thereunder have been incorrectly interpreted, the provisions do not fully apply, or the requirements are adequately satisfied by other means. The Board of Commissioners shall meet to hear an appeal upon notice from the Planning Director within 20 days of the filing of an appeal at a separate hearing or at a regularly scheduled Board of Commissioners hearing. All appeal hearings shall be open to the public. The appellant, the appellant's representative, the Code Enforcement Officer and any person whose interests are affected shall be given an opportunity to be heard. The Board of Commissioners shall modify or reverse the decision of the Code Enforcement Officer only by a concurring vote of a majority of the Board of Commissioners and upon consultation with the public health officials responsible for signing the original Confirmation Statement stipulated in this 6.500(B) of this Section. Appeals of notice and orders (other than imminent danger notices) shall stay the enforcement of the notice and order until the appeal is heard by the Board of Commissioner. The Code Enforcement Officer shall take immediate action in accordance with the decision of the Board of Commissioners.

## **Section 7. Chronic Nuisances**

### **7.100 Definitions**

Chronic Nuisance Property is defined as:

- A. Property on which three or more Nuisance Activities exist or have occurred during any thirty (30) day period; or,
- B. Property on which or within 400 feet of which any Person Associated With the Property has engaged in three or more Nuisance Activities during any thirty (30) day period; or,
- C. Property which, upon request for execution of a search warrant, has been the subject of a determination by a court that probable cause that possession, manufacture, or delivery of a controlled substance or related offenses as defined in the Oregon Revised Statutes has occurred within the previous thirty (30) days, and the Morrow County Sheriff has determined that the search warrant was based on evidence of continuous or repeated Nuisance Activities at the Property; or,
- D. Property on which continuous or repeated Nuisance Activities as defined in this chapter exist or have occurred.

### **7.200 Nuisance Activities**

Any of the following activities, behaviors, or conduct:

- A. Harassment as defined in the Oregon Revised Statutes.
- B. Intimidation as defined in the Oregon Revised Statutes.
- C. Disorderly Conduct as defined in the Oregon Revised Statutes.
- D. Assault or Menacing as defined in the Oregon Revised Statutes.
- E. Sexual Abuse, Contributing to the Delinquency of a Minor, or Sexual Misconduct as defined in the Oregon Revised Statutes.
- F. Public Indecency as defined in the Oregon Revised Statutes.
- G. Prostitution or related offenses as defined in the Oregon Revised Statutes.
- H. Alcoholic liquor violations as defined in the Oregon Revised Statutes.
- I. Offensive Littering as defined in the Oregon Revised Statutes.
- J. Criminal Trespass as defined in the Oregon Revised Statutes.
- K. Theft as defined in the Oregon Revised Statutes.
- L. Arson or related offenses as defined in the Oregon Revised Statutes.
- M. Possession, Manufacture, or Delivery of a Controlled Substance or related offenses as defined in the Oregon Revised Statutes.
- N. Illegal Gambling as defined in the Oregon Revised Statutes.
- O. Criminal Mischief as defined in the Oregon Revised Statutes.
- P. Any attempt to commit (as defined in the Oregon Revised Statutes), any of the above activities, behaviors or conduct.

### **7.300 Violation**

- A. Any Property determined by the Morrow County Sheriff to be Chronic Nuisance Property is in violation of this Chapter and subject to its remedies.
- B. Any Person in Control of Property determined by the Morrow County Sheriff to be a Chronic Nuisance Property is in violation of this Chapter and subject to its remedies.

### **7.400 Procedures**

- A. When the Morrow County Sheriff receives two or more police reports documenting the occurrence of Nuisance Activities on or within 200 feet of a

Property, the Morrow County Sheriff shall independently review such reports to determine whether they describe the activities, behaviors or conduct enumerated under this chapter. Upon such a finding, the Morrow County Sheriff may notify the Person in Control in writing that the Property is in danger of becoming Chronic Nuisance Property. The notice shall contain the following information:

1. The street address or a legal description sufficient for identification of the Property.
  2. A statement that the Morrow County Sheriff has information that the Property may be Chronic Nuisance Property, with a concise description of the Nuisance Activities that exist, or that have occurred. The Morrow County Sheriff shall offer the Person in Control an opportunity to propose a course of action that the Morrow County Sheriff agrees will abate the Nuisance Activities giving rise to the violation.
  3. Demand that the Person in Control respond to the Morrow County Sheriff within ten (10) days to discuss the Nuisance Activities.
- B. When the Morrow County Sheriff receives a police report documenting the occurrence of additional Nuisance Activity on or within 200 feet of a Property after notification as provided by this chapter; or, in the case of Chronic Nuisance Property as defined in this chapter, for which notice is not required, the Morrow County Sheriff shall notify the Person in Control in writing that the Property has been determined to be a Chronic Nuisance Property. The notice shall contain the following information:
1. The street address or a legal description sufficient for identification of the Property.
  2. A statement that the Morrow County Sheriff has determined the Property to be Chronic Nuisance Property with a concise description of the Nuisance Activities leading to his/her determination.
  3. Demand that the Person in Control respond within ten (10) days to the Morrow County Sheriff and propose a course of action that the Morrow County Sheriff agrees will abate the Nuisance Activities giving rise to the violation.
  4. Service shall be made either personally or by first class mail, postage prepaid, return receipt requested, addressed to the Person in Control at the address of the Property determined to be a Chronic Nuisance Property, or such other place which is likely to give the Person in Control notice of the determination by the Morrow County Sheriff.
  5. A copy of the notice shall be served on the owner at the address shown on the tax rolls of the county in which the Property is located, and/or the occupant at the address of the Property, if these Persons are different than the Person in Control, and shall be made either personally or by first class mail, postage prepaid.
- C. If the Person in Control fails to respond as required, the Morrow County Sheriff may refer the matter to the Morrow County Board of Commissioners and the County Counsel. Prior to referring the matter to the Morrow County Board of Commissioners and the County Counsel, the notice shall also be posted at the property.
- D. If the Person in Control responds as required and agrees to abate Nuisance Activities giving rise to the violation, the Morrow County Sheriff may postpone referring the matter to the Morrow County Board of Commissioners and the County Counsel. If an agreed course of action does not result in the abatement



of the Nuisance Activities within sixty (60) days; or, if no agreement concerning abatement is reached within sixty (60) days, the Morrow County Sheriff may refer the matter to the Morrow County Board of Commissioners and the County Counsel.

- E. When a Person in Control makes a response to the Morrow County Sheriff as required any conduct or statements made in connection with the furnishing of that response shall not constitute an admission that any Nuisance Activities have occurred or are occurring. This Subsection does not require the exclusion of any evidence which is otherwise admissible or offered for any other purpose.
- F. The failure of any Person to receive notice as provided by shall not invalidate or otherwise affect the proceedings under this Chapter.

7.500 Commencement of Actions; Remedies; Burden of Proof

- A. The Morrow County Board of Commissioners may authorize the County Counsel to commence legal proceedings in the Circuit Court or Justice Court to abate Chronic Nuisance Property and seek closure, the imposition of civil penalties against any or all of the Persons in Charge thereof, and, any other relief deemed appropriate.
- B. If the Court determines Property to be Chronic Nuisance Property, the Court shall order that the Property be closed and secured against all unauthorized access, use and occupancy for a period of not less than six (6) months, nor more than one (1) year. The order shall be entered as part of the final judgment. The Court shall retain jurisdiction during any period of closure.
- C. If the Court determines a Property to be Chronic Nuisance Property, the Court may impose a civil penalty of up to \$100 per day for each day Nuisance Activities occurred on the Property; or, the cost to the County to abate the Nuisance Activities at the Property whichever is greater. The amount of the civil penalty shall be assessed against the Person in Control and/or the Property and may be included in the County's money judgment.
- D. If satisfied of the good faith of the Person in Control, the Court shall not award civil penalties if the Court finds that the Person in Control at all material times could not, in the exercise of reasonable care or diligence, determine that the Property had become Chronic Nuisance Property.
- E. In establishing the amount of any civil penalty, the Court may consider any of the following factors and shall cite those found applicable:
  - 1. The actions taken by the Person in Control to mitigate or correct the Nuisance Activities at the Property;
  - 2. The financial condition of the Person in Control;
  - 3. Repeated or continuous nature of the problem;
  - 4. The magnitude or gravity of the problem;
  - 5. The cooperation of the Person in Control with the County;
  - 6. The cost to the County of investigating and correcting or attempting to correct the Nuisance Activities;
  - 7. Any other factor deemed relevant by the Court.
- F. The County shall have the initial burden of proof to show by a preponderance of the evidence that the Property is Chronic Nuisance Property.
- G. Evidence of a Property's general reputation and/or the reputation of persons residing in or frequenting it shall be admissible.

7.600 Summary Closure

Any summary closure proceeding shall be based on evidence showing that Nuisance

Activities exist or have occurred on the Property and that emergency action is necessary to avoid an immediate threat to public welfare and safety. Proceedings to obtain an order of summary closure shall be governed by the provisions of the Oregon Rules of Civil Procedure for obtaining temporary restraining orders. In the event of summary closure, the County is not required to comply with the notification procedures set forth in this Chapter.

7.700 Enforcement

The Court may authorize the County to physically secure the Property against all unauthorized access, use or occupancy in the event that the Person in Control fails to do so within the time specified by the Court. In the event that the County is authorized to secure the Property, the County shall recover all costs reasonably incurred by the County to physically secure the Property as provided by this Section. The County shall prepare a statement of costs and the County shall thereafter submit that statement to the Court for its review as provided by the Oregon Rules of Civil Procedure.

A lien shall be created against the Property for the amount of the Counties money judgment. Judgments imposed by this Chapter shall bear interest at the statutory rate.

7.800 Attorney Fees

The Court may, in its discretion, award attorneys' fees to the prevailing party.

## **Section 8. Noise as a Public Nuisance**

### **8.100 Prohibited Acts**

It shall be unlawful for any person to create, assist in creating, permit, continue or permit the continuance of any loud, disturbing or unnecessary noise in the County. The following acts are declared to be violations of this Section, but such enumerations shall not be deemed to be exclusive:

- A. Any loud and continuing noise that obstructs the free use of property so as to essentially interfere with the reasonable comfort and enjoyment of life and property.
- B. Noise made between the hours of eleven o'clock (11:00) PM and seven o'clock (7:00) AM, and is one of the following:
  - 1. Constant for at least five (5) minutes; or
  - 2. Repeated at least three (3) times during a thirty (30) minute time period.
- C. Noise that is plainly audible within a dwelling unit one hundred feet (100') or more away from the source of the noise, including the use of domestic power tools, construction work, noise created by dogs, or any similar offensive noise from any building used as a private residence, apartment house, rooming house, or hotel between the hours of eleven o'clock (11:00) PM and seven o'clock (7:00) AM.
- D. A continuing offense, which shall be one in which the sound constituting the violation occurs without substantial break for a period of twenty-four (24) hours or more.

### **8.200 Exceptions**

The following acts are exceptions in this Chapter:

- A. Noise emanating from aircraft, railway locomotives, military operations, energy facilities, and farm equipment and operations.
- B. Noise created by the normal operation of construction, road work, road repair, drilling or demolition work that occurs between the hours of six o'clock (6:00) AM and ten o'clock (10:00) PM.
- C. Noise created by a community outdoor activity or event conducted on public or private parks, playgrounds, and public or private school grounds .
- D. When an alleged noise nuisance is the result of an activity allowed by a permit issued by an authority of the State or Federal jurisdiction, the nuisance shall be enforced under the provisions and conditions of that particular permit.
- E. Noise caused by the performance of emergency work, emergency alarms, or by the ordinary and accepted use of emergency apparatus and equipment.

### **8.300 Penalties**

In addition to other remedies provided by this Ordinance, a violation may be enjoined by a civil action pursuant to Oregon Statute as described in Section 15 of this Code.

Violations of Oregon Administrative Rule 340-035 Noise Control Regulations are not enforced under this code enforcement ordinance.

## **Section 9. Dogs as a Public Nuisance and Animal Neglect**

### **9.100 Establishment of a Dog Control District**

Morrow County is hereby declared a Dog Control District. The Morrow County Board of Commissioners shall act as the Dog Control District Board of Supervisors. The Code Enforcement Officer shall be the dog control officer and will provide for administration and enforcement of a dog control program.

### **9.200 Dogs as a Nuisance**

A. A dog is a public nuisance if it:

1. Chases persons or vehicles on premises other than premises from which the keeper of the dog may lawfully exclude others;
2. Damages or destroys property of persons other than the keeper of the dog;
3. Scatters garbage on premises other than premises from which the keeper of the dog may lawfully exclude others;
4. Trespasses on public or private property of persons other than the keeper of the dog;
5. Disturbs any person by frequent or prolonged noises;
6. Is a female in heat and running at large; or
7. Any dog running at large; or
8. Is a menacing or potentially dangerous dog, but is not a dangerous dog as defined in Oregon Statute

B. Any person who has cause to believe a keeper is maintaining a dog that is a public nuisance may complain, either orally or in writing, to the County. The receipt of any complaint is sufficient cause for the County to investigate the matter and determine whether the keeper of the dog is in violation of this Section.

C. A law enforcement officer or dog control officer may cite a keeper, impound a dog, or both if the dog is found running at large as a nuisance as described in 8.200(A) above.

### **9.300 Owner Responsibility**

A. All dogs shall be kept within the real property limits of the keeper of the dog and under control of the responsible person, or contained with a fence that maintains control of the animal. While off the property of the keeper of the dog, a dog must be on a leash or lead under control of a responsible person or be contained within a portable kennel. If the dog has been determined by the law enforcement officer or dog control officer to be a public nuisance consistent with the definition in 8.200(A) above, restraint shall mean contained within a dog run or kennel, inside a secure structure, or leashed and muzzled when off the premises or the premises occupied by the keeper of the dog.

B. Any dog determined by the County to be a menacing dog or a public nuisance shall be confined by the keeper of the dog, within a secure building, secure kennel or dog run. Whenever off the premises the dog shall be securely muzzled and leashed or muzzled and caged whenever off the premises of the keeper of the dog.

C. No dog shall be allowed to cause a nuisance. The keeper of every dog shall be held responsible for every behavior of such dog under the provisions of this Section and State law.

### **9.400 Dogs and Livestock**

A. The owner of any livestock which has been damaged by being injured, chased, wounded or killed by any dog shall have a cause of action against the owner of

such dog for the damages resulting therefrom, including double the value of any livestock killed and double the amount of any damage to the livestock.

- B. If one or more of several dogs owned by different persons participate in damaging any livestock, the owners of the respective dogs shall be jointly and severally liable under this section. The owners of dogs jointly or severally liable under this section have a right of contribution among themselves. The right exists only in favor of an owner who has paid more than the pro rata share of the owner, determined by dividing the total damage by the number of dogs involved, of the common liability, and the total recovery of the owner is limited to the amount paid by the owner in excess of the pro rata share of the owner.
- C. Any dog, whether licensed or not, which, while off the premises owned or under control of its owner, kills, wounds, or injures any livestock not belonging to the master of such dog, is a public nuisance and may be killed immediately by any person. This regulation does not apply to any dog acting under the direction of its master, or the agents or employees of such master.
- D. If any dog, not under the control of its owner or keeper, is found chasing or feeding upon the warm carcass of livestock not the property of such owner or keeper it shall be deemed, prima facie, as engaged in killing, wounding or injuring livestock.
- E. No person shall kill any dog for killing, wounding, injuring or chasing chickens upon a public place or highway.

9.500 Impounding certain dogs; procedure for county disposition of impounded dogs; impoundment fees and costs; release of dog.

- A. A law enforcement officer or dog control officer may cite a keeper, impound a dog, or both if the dog is a public nuisance as described above; or the officer has probable cause to believe that the dog is a dangerous dog as defined in ORS 609.098.
- B. All dogs impounded under this section shall be held in an adequate and sanitary pound to be provided by the county governing body from the general fund or out of funds obtained from dog licenses and from the redemption of dogs so impounded. However, in lieu of the establishment of a dog pound, the county governing body may contract for the care of the dogs. Unless claimed by its keeper, a dog shall be impounded for at least three days if the dog is without a license or identification tag and for at least five days if it has a license or identification tag. A reasonable effort shall be made to notify the keeper of a dog before the dog is removed from impoundment.
- C. Unless the county governing body provides otherwise, if the keeper appears and redeems the dog, the keeper shall pay a fee for each subsequent impoundment, pay the expense of keeping the dog during the time it was impounded, and obtain necessary immunizations. Fees will be in accordance with the current Morrow County Fee Schedule.
- D. In addition to any payment required pursuant to subsection C. of this section, the county governing body may require as a condition for redeeming the dog that the keeper agree to reasonable restrictions on the keeping of the dog including, but not limited to 8.300(B) of this section (Owner Responsibility). The keeper must pay the cost of complying with the reasonable restrictions. As used in this subsection, "reasonable restrictions" may include, but is not limited to, sterilization.
- E. A keeper of a dog maintains a public nuisance if the keeper fails to comply with reasonable restrictions imposed under subsection D. of this section or if a keeper fails to provide acceptable proof of compliance to the county governing body on

or before the 10th day after issuance of the order imposing the restrictions. If the board or governing body finds the proof submitted by the keeper unacceptable, the board or governing body shall send notice of that finding to the keeper no later than five days after the proof is received.

- F. The county governing body may release the dog to a responsible person upon receiving assurance that the person will properly care for the dog, including providing necessary immunizations, and upon payment of a sum established by the county governing body plus cost of keep during its impounding, and purchase of a license if required. The person shall thereafter be the keeper of the dog for purposes of ORS 609.035 to 609.110.
- G. If the keeper of a dog is not charged with violating ORS 609.095 (2) or (3) or ORS 609.098, and the county governing body finds that the dog has menaced or chased a person when on premises other than the premises from which the keeper may lawfully exclude others or has bitten a person, the county governing body may order that the dog be killed in a humane manner. Before ordering that the dog be killed, the board or governing body shall consider the factors described in ORS 609.093 and issue written findings on those factors. Notwithstanding ORS 34.030, if the disposition order issued by the board or governing body provides that the dog is to be killed, a petition by the keeper for a writ of review must be filed no later than the 10th day after the county governing body sends notice of the order to the keeper. Notwithstanding ORS 19.270, 19.330 and 34.070, the order for the killing of the dog may not be carried out during the period that the order is subject to review or appeal. If the dog is not killed, the board or governing body may impose reasonable restrictions on the keeping of the dog. The keeper must pay the cost of complying with the reasonable restrictions. If no keeper appears to redeem a dog within the allotted time or the keeper of the dog is not able or willing to comply with the required restrictions, the dog may be surrendered to the County.
- H. If the keeper of a dog is charged with violating ORS 609.095 (2) or (3) or 609.098, upon conviction of the keeper the court may determine the disposition of the dog as provided under ORS 609.990 up to and including euthanization.
- I. Notwithstanding subsections B., C., F., G. and H. of this section, any dog impounded for biting a person shall be held for at least 10 days before redemption or destruction to determine if the dog is rabid.
- J. Notwithstanding subsections B. and C. of this section, if the keeper is charged with violating ORS 609.098, the dog shall be kept in impoundment pending resolution of the charges. A court may order the keeper to post a deposit with the county governing body to cover the cost of keeping the dog in impoundment. If the keeper is convicted of violating ORS 609.098, the court may order the deposit forfeited to the board or governing body.
- K. The county governing body may impose lesser fees or penalties under subsections C. and F. of this section for certain senior citizens under certain circumstances.
- L. The county governing body may euthanize the dog if not claimed within 30 days.

#### 9.600 Animal Abuse, Neglect and Abandonment

A person who commits a crime of animal abuse, neglect or abandonment shall be subject to the provisions of ORS 167.310 through 390.

#### 9.700 Nuisance Dog Penalties

Fines and Penalties shall be paid in accordance with the Morrow County Fee Schedule

and ORS 609.162, 163,166, and 990. In addition to any fine or sentence imposed under this section, a court may order a person who keeps a nuisance dog as set forth in Section 9.200 above to pay restitution for any physical injury, death or property damage caused by the dog as a result of the keeper's violation. The court may also order the person to pay the cost of keeping the dog in impoundment.

## **Section 10. Environmental Health**

### **10.100 Purpose**

It is the purpose of this Section to implement the County's authority to enforce the environmental health programs delegated to Umatilla County by the State of Oregon for Onsite Septic Systems, Food Service Facilities, Tourist Facilities, and Pool Facilities.

### **10.200 Adoption**

- A. Except as specifically provided herein, all administrative rules which are duly existing and adopted by the Environmental Quality Commission of the state of Oregon, and the Department of Environmental Quality on <date of adoption of MOA>, pursuant to ORS 454.605 through 454.780, including appendices, are adopted as regulations by Morrow County and shall have full force and effect as law in Morrow County. These rules include OAR 340-012-0060. The Administrative Rules are adopted as part of this Section and are incorporated into this Section by this reference. Violations of this Section shall be measured by the technical and other standards found in said rules.
- B. The following Oregon State Statutes and Administrative Rules are adopted as part of this Section and are incorporated into this Section by this reference:
1. Restaurants and Bed and Breakfast Facilities (including limited service restaurants, and temporary restaurants): ORS 624.010 to 624.035, 624.060 to 624.110, 624.130 and 624.992 and Administrative Rules adopted by the Department of Human Services (or its successor agency) pursuant to those statutes, including OAR Chapter 333, Divisions 150, 157, 158, 160, and 170.
  2. Commissaries, mobile units and vending machines (including warehouses): ORS 624.310 to 624.440, and 624.992, and Administrative Rules adopted by the Department of Human Services (or its successor agency) pursuant to those statutes, including OAR Chapter 333, Division 162.
  3. Tourist Facilities (including travelers' accommodations, hostels, picnic parks, recreation parks, and organizational camps): ORS 446.310 to 446.320, 446.322 to 446.349, and Administrative Rules adopted by the Department of Human Services (or its successor agency) pursuant to those statutes, including OAR Chapter 333, Divisions 29, 30, and 31.
  4. Pool Facilities (including public swimming pools, public spa pools, public wading pools, and bathhouses): ORS 448.005 to 448.060, 448.095 to 448.100, and Administrative Rules adopted by the Department of Human Services (or its successor agency) pursuant to those statutes, including OAR Chapter 333, Divisions 60 and 62.
  5. Administrative Procedures: ORS 183.310, 183.413, to 183.502, and 183.745, and OAR 333-012-0050 to 333-012-0070, and 137-003-0001 to 137-003-0092.



#### 10.300 Permits Required

- A. All proposed or approved sewage facilities shall comply with all applicable provisions of Oregon Revised Statutes and rules and regulations of the Oregon Department of Environmental Quality.
- B. Except as specifically provided in the rules, it is unlawful and a violation of this Section to:
  - 1. Begin construction, installation, or development of any system without first obtaining a construction installation permit from the county;
  - 2. Place into service, change use of, or increase the projected daily sewage flow into an existing system without obtaining either an authorization notice or alteration permit, as appropriate, from the county;
  - 3. Repair a system without first obtaining a repair permit from the county, except that emergency repairs may be made when sewage is backing up into a dwelling or commercial facility, or when there is a broken sewer pipe and immediate action is necessary provided that a permit is obtained within three days after the emergency repairs are begun.

#### 10.400 Violations

It is unlawful and a violation of this Section for any person to:

- A. No person shall construct a subsurface sewage disposal system except in compliance with ORS Chapter 454 and rules promulgated under that Chapter.
- B. No person shall habitate on or utilize land except in compliance with ORS Chapter 454 and rules promulgated thereunder.
- C. Fail to treat or dispose of any sewage as required by this chapter;
- D. Discharge untreated or partially treated sewage or septic tank effluent directly or indirectly onto the ground surface or into any public waters;
- E. Connect any plumbing fixture from which sewage is or may be discharged into any sewage disposal system that has not been approved by the county;
- F. Obstruct, cover, modify the soil covering or otherwise affect a system replacement area without first obtaining approval from the county;
- G. Fail to abandon an on-site system, including a septic tank and system, when required to under the rules or fail to comply with the procedures and requirements for proper abandonment as provided by the rules;
- H. Backfill or cover, connect to or use, any system without first obtaining a certificate of satisfactory completion of construction, installation, repair or alteration unless issuance of the certificate has been waived by operation of law or otherwise;
- I. Fail to meet requirements for satisfactorily complying with any correction notice within the time required;
- J. Use any materials that do not comply with standards for on-site systems set forth in the rules;
- K. Falsify or fail to provide any information requested by the county of any applicant for a permit, variance or hardship relief with the intent to evade or circumvent the procedures or standards established for regulation of on-site systems;
- L. Fail to comply with the terms or conditions of any permit including the duties imposed on permit holders by the rules.

10.500 Public Nuisance

Any facility that is operated in violation of this Section is a public nuisance and dangerous to health and may be abated or enjoined in any manner provided by law.

10.600 Updates to Statutes and/or Rules

All amendments to the Oregon Revised Statutes and Oregon Administrative Rules adopted and incorporated into this Section shall automatically be adopted into this Section as well, with the same effective dates as that set forth in such amended statutes and rules.

10.700 Remedies Not Exclusive

None of the remedies available to Morrow County as set forth in this Section are exclusive. Nothing in this Section shall preclude any remedy otherwise available to Morrow County, either in law or equity, including enforcement under Section 12 of this Ordinance.

10.800 Delegation

The Umatilla County Health Public Administrator is delegated the authority to carry out the provisions of this Section, including those available to Director of Human Services (or its successor position title) under the Oregon Revised Statutes and Oregon Administrative Rules.

The Public Health Administrator shall administer the programs necessary to enforce the rules adopted by the Oregon Department of Human Services.

**Section 11. Weed Control**

**11.100 Establishment of a Weed Control District**

Morrow County is hereby declared a Weed Control District. The Morrow Soil and Water Conservation District shall act as the Weed Advisory Board. The Morrow County Weed Coordinator/Inspector will provide administration and enforcement of a weed control program as outlined in Oregon Statute.

**11.200 Weeds Considered Noxious or of Economic Importance**

- A. A weed is a noxious weed if it:
  - 1. Is recognized by the Board of Commissioners as an imminent and continuous threat to natural resources, watershed health, livestock, wildlife, land, and agricultural products.
  - 2. Has the potential for widespread infestation.
  - 3. Is not native to the State of Oregon
- B. The weed Coordinator/Inspector shall administer and enforce management and control of noxious weeds and weeds of economic importance, when feasible, with control practices selected and applied to achieve desired weed management objectives in a manner that minimizes risks to human health, non-target organisms, native fish and wildlife, watersheds, and the environment.

**11.300 Property Owner Responsibility**

- A. Each person, firm, or corporation owning or occupying land within the district shall destroy or prevent the spread or seeding of any noxious weed by the use of the best means at hand and within a time deemed reasonable, except that no weed declared noxious shall be permitted to produce seed.
- B. Persons operating or having control of any threshing machinery, clover huller, hay baler, seed cleaning or treating machinery or other machinery shall thoroughly clean it before moving it over any public road or from one farm to another. All hay, straw or other crop residue infested with noxious weeds having partially or fully formed seeds shall not be moved from the land on which it was grown.

**11.400 Weed inspector right of entry; service of notice to eradicate weeds; department or district control measures.**

- A. The weed Coordinator/Inspector shall have access to the land within the district.
- B. When provisions of Oregon Statute are not being complied with, the weed Coordinator/Inspector or code enforcement officer shall serve a written notice to the owner or occupant of the land. When the weed Coordinator/Inspector or code enforcement officer is unable to serve the notice personally, the notice shall be posted and two (2) copies thereof in three (3) conspicuous places on the land. The notice shall contain:
  - a. The date of service or posting of notice.
  - b. The name of the weed or weeds growing on the land, and a statement setting forth that the weeds must be destroyed or must be prevented from producing seed within a specified time of not less than two (2) days or more than 20 days, to be established by the inspector, from the date of service of the notice.
- C. The service of notice as provided in subsection (B) of this section imposes a requirement on the owner or occupant of the land to destroy or prevent the weeds from seeding or spreading during the continuation of ownership or occupancy of the land or until the district is dissolved. A copy of the notice,

together with proof of service indorsed thereon, shall be filed with the Board of Commissioners .

- D. Notwithstanding subsection (B) of this section, with permission of the owner or occupant of land, employees of the State Department of Agriculture, or of designated weed control districts, may enter the land to identify noxious weeds and to implement or provide for the implementation of integrated noxious weed control measures, including but not limited to the application of pesticides to the land. The control or eradication of noxious weeds may be conducted with or without charge to the owner or occupant of the land. A notice as described in subsection (B) of this section is not required for the conduct of activities described in this subsection.

11.500 Procedure for County Disposition of Weeds.

- A. Steps leading to eradication and control of noxious weeds in the county are necessary and the weed Coordinator/Inspector shall cooperate with individual landowners in the control and eradication of noxious weed pests.
- B. The weed Coordinator/Inspector shall destroy or prevent the spread or seeding of any noxious weed on any land owned by the county or constituted as the right of way for any highway, county road, drainage or irrigation ditch, power or transmission line, or other purposes under their jurisdiction.
- C. If the owner or occupant of the land fails or refuses to immediately destroy or cut the noxious weeds, the weed Coordinator/Inspector shall at once notify the Board of Commissioners, who will take enforcement steps.
  - 1. The county shall authorize the weed Coordinator/Inspector to go upon the land or premises and destroy the noxious weeds or control them in such a manner as will destroy all seeds using the most effective and practical method in the judgement of the inspector and with the least injury to the land or crops.
  - 2. If the weeds are too far advanced for local control procedures the inspector shall notify the Board of Commissioners which shall request the State Department of Agriculture to immediately quarantine any uncontrolled noxious weed infested farm within the county to prevent the movement of infested crops or livestock and to prevent the spread of the weeds.

11.600 Penalties, Fees and Costs.

- A. Upon completion of work the person so appointed and authorized by the Board of Commissioners shall file an itemized statement of expenses necessarily incurred including wages. A lien shall be docketed upon the lands or premises for the cost of expenses. If the charges and expenses are not paid and the lien discharged by the owner or occupant of such land within 90 days the county may recover the expenses in an action at law.
- B. In addition to other remedies provided by this Ordinance, violation may result in a fine assessed in accordance with Oregon Statute and may incur civil penalties.

## **Section 12. Enforcement Procedures**

### **12.100 Enforcement Actions**

Enforcement Options. Resolution of a violation of Morrow County ordinances may be sought in any one or a combination of the following methods. Which method to be used is solely at the discretion of the County.

- A. Warning Notice process seeking voluntary compliance;
- B. Consent agreement;
- C. Citation;
- D. Stipulated judgment;
- E. Order of abatement;
- F. Other civil actions, seeking a judgment and order for compliance, including but not limited to mandamus, restraining orders, stop work orders;
- G. Summary Abatement.

### **12.200 Investigation Authority; Entry on Premises.**

Where authorized by statute or as a condition of permit approval, consent agreement, or agreed condition of a prior enforcement order, the Code Enforcement Officer shall have the power to enter upon and inspect, at any reasonable time, any public or private property, to investigate any alleged violation of County ordinance, order or permit approval, a violation of a statute which the County has the authority to enforce, or to ascertain compliance or noncompliance with the administrative resolution procedure set out in this Section, a stop work or stop use order under Section 15 of this Ordinance, or a consent agreement under Section 12.500 of this Ordinance. A warrant for inspection of private property, including a private residence, will be accomplished in accordance with Section 6.600 of this Ordinance (Inspection and Right of Entry).

### **12.300 Enforcement by voluntary compliance; warning notice**

- A. The process authorized in this section is primarily for the purpose of seeking voluntary compliance by the alleged violator. At the discretion of the enforcement officer this process is to be considered in those cases where voluntary compliance is likely and is in the interests of the County, taking into consideration the nature and severity of the violation and the history of the property and the person responsible.
- B. Voluntary compliance procedure: Except as otherwise provided in subsection (G) of this section, the enforcement officer shall solicit the voluntary compliance of the person in violation of this Ordinance by the procedure set forth in this subsection.
- C. In cases where the corrective action indicated in a notice requires both applying for and receiving a permit or approval, the violation shall continue until all necessary permits or approvals are granted or until they are denied and code compliance is obtained through other means.
- D. If the person responsible is not the property owner, the County shall give initial and final notice to abate a violation to the property owner; however, a notice of violation published at least once in a newspaper of general circulation in Morrow County is sufficient notice to a property owner to satisfy the notice requirements of this Ordinance and or other due process required by law. The notice to the property owner and the publication shall additionally state that the cost of abatement not paid by the person responsible may be assessed to and become a lien on the property.
- E. On completion of the personal giving of notice, posting, and mailing, the person or persons giving such notice shall execute and maintain affidavits stating the

date, time, place and manner of giving notice.

- F. An error in the name or address of the person responsible or property owner shall not make the notice void, and in such case the posted or published notice, as the case may be, shall be sufficient.
- G. Notwithstanding the process authorized in this section, the County may at any time immediately begin prosecution of any violation on a citation or file any other action to abate the violation. This determination is at the discretion of the enforcement officer. The determination is not appealable or reviewable.
- H. Warning notice
  - 1. Subject to subsection (B) of this section, if an enforcement officer is satisfied that a violation exists, the enforcement officer shall:
    - 2. Give personal notice; or
    - 3. Cause an initial notice to abate to be posted on the premises or at the site of the violation, directing the person responsible to abate the violation; and
    - 4. At the time of posting, cause a copy of the notice to abate to be forwarded by registered or certified mail, postage prepaid, to the person responsible at the last known address of such person.
  - 5. The notice to abate shall contain the following contents;
    - a. Statement that the notice is a “notice to abate a violation.”
    - b. The name of the person issuing the notice along with the name of the County Department to contact regarding the violation;
    - c. The date the notice was issued;
    - d. A brief description of the violation alleged to exist;
    - e. A description of the real property, by street address or otherwise, on which the violation exists;
    - f. A statement describing the corrective action that needs to take place to correct the alleged violation(s);
    - g. An order to voluntarily abate the violation within 10 days from the date of the notice;
    - h. A statement that failure to correct the alleged violation(s) within 10 days may result in further enforcement procedures including any combination of the following:
      - (1) An enforcement citation and prosecution including, but not limited to; payment of a fine and court costs and court orders to comply;
      - (2) Other civil actions in court; or
      - (3) Abatement by the County.
    - i. A statement that if the violation is not voluntarily abated, the County may seek from the court a judgment to abate the violation, which if not obeyed, could result in the County itself abating the violation and being awarded a lien by the court on the specified property for the expenses of abating the violation and administrative costs.

#### 12.400 Enforcement Process by Citation

- A. If the violation has not been satisfactorily abated by the date and time specified in the warning notice, or the enforcement official makes the determination set forth in subsection (B) of this section, the enforcement officer may issue a citation pursuant to this Ordinance.
- B. If the enforcement officer determines that enforcement of a violation by means of

a citation is warranted, the enforcement officer may issue a citation under this Ordinance.

- C. Any code enforcement officer may issue and serve a citation for violation of a Morrow County regulation or State Statute as described in Section 1.200 or 1.300 of this Ordinance. If the responsible party(s) is cited, or if a stop work/use order is issued, the responsible party(s) may request a hearing as provided in Section 13 of this Ordinance. The setting of priorities among different complaints and enforcement actions shall be within the discretion of the Code Enforcement Officer, upon consultation with the County Department(s) involved.
- D. Sequence of Procedures.
  - 1. Citation: The Code Enforcement Officer shall use the Oregon Uniform Citation & Complaint form.
  - 2. Violation: Except where otherwise prohibited by statute, each calendar date on which the violation occurs shall constitute a separate violation. A citation shall be written for each day the violation continues to be a continuing violation.
  - 3. Multiple Violations: The prosecution of an individual violation shall not bar the subsequent prosecution of any additional violations, which occurred at the same time or as part of the same act.
  - 4. Service: The Code Enforcement Officer shall issue a copy of the citation to the responsible party(s).
  - 5. Filing: In addition to service on the responsible party(s), one copy of the citation, complaint and summons shall be filed with the Justice Court and one copy shall be placed in the Code Enforcement File within three days of completion of service. The citation, complaint and summons must be served a minimum of ten(10) days prior to the scheduled date of the hearing.

If the situation has not been abated within the time allowed, the Code Enforcement Officer may cause the situation to be abated. The Public Safety Officer or other persons charged with the responsibility of abatement of the situation shall have the right at reasonable times to enter upon the property to investigate or cause the removal of the situation. Abatement will be accomplished according to the abatement procedures set forth in this Section.

- E. Pursuant to Oregon Statute, any enforcement officer may serve a person with a citation on which another enforcement officer made a certification.
- F. Any enforcement officer issuing a citation pursuant to this chapter shall, in addition to the date and time, indicate that the responsible party must appear before the court and the name of the court before which the responsible party is required to personally appear.
- G. The base fine for a violation shall be the maximum amount allowed in Oregon Statute.
- H. The person making the certification is not required to be the person who serves the citation on the person believed to be in violation of the Ordinance.
- I. An enforcement officer may issue a violation citation pursuant to this Ordinance even if the conduct alleged to constitute a violation does not take place in the presence of the officer, if the officer has reasonable grounds to believe that the conduct alleged constitutes a violation.
- J. Violation proceedings for the purpose of enforcing the Morrow County Code and this chapter may be commenced only by enforcement officers. No private party

may initiate a violation proceeding pursuant to ORS 153.058 or other law.

12.500 Enforcement by Consent Agreement

- A. During the pendency of an action on a violation, but prior to entry of a judgment, the County and the responsible party may enter into an agreement designed to abate the violation and petition the court to include it as a part of a consent agreement as described in this section.
- B. The consent agreement may provide that the responsible party does not admit violation of a County Code but will make necessary corrections, as set forth in the agreement, to bring the responsible party's actions, conduct, omissions or property into conformance with the Code.
- C. The responsible party, the responsible party's attorney, if any, and a County representative shall sign the consent agreement.
- D. The consent agreement shall be filed with the Circuit or Justice Court as a final adjudication of the proceedings and shall constitute a dismissal of the action when the responsible party performs as agreed. The violator or Morrow County may seek a court order dismissing the case upon completion of the conditions of the consent agreement. The court retains jurisdiction of the matter until the order dismissing the case is issued.
- E. The responsible party's failure to comply with the consent agreement allows the County to seek any additional remedies provided by law or this Ordinance including an order of abatement.

12.600 Enforcement by Stipulated Judgment

- A. During the pendency of an action on a violation, if the responsible party enters a plea of guilty or is found guilty, the responsible party and the County may agree to and submit to the court a stipulated agreement and judgment to abate a violation.
- B. As part of a stipulated agreement and judgment under this section:
  - 1. The responsible party must plead guilty to the violation;
  - 2. The responsible party shall abate the violation as provided by the agreement;
  - 3. The responsible party shall cooperate with the Enforcement Officer;
  - 4. The County may, but is not required to, bear some or all of the costs of abatement
  - 5. Any costs of abatement which the County bears must be repaid by the responsible party to the County as provided by the agreement; and
  - 6. Any costs paid by the County to abate the violation shall become a money judgment in favor of the County against the responsible party. The County may record such judgment as a lien in accordance with applicable law.
- C. If the responsible party fails to comply with the terms and conditions of the stipulated judgment, the County may enter the property and abate the violation.

12.700 Enforcement by Order of Abatement

- A. If the parties do not enter into a consent agreement or a stipulated judgement, and notwithstanding the willingness of the responsible party to pay the base fine, the Justice of the Peace shall, if the responsible party pleads guilty or no contest or is found guilty, issue an order to the responsible party to abate the violation in a manner and time acceptable to the County and require the responsible party to provide proof of abatement to the County and to the Justice of the Peace.



B. Order of Abatement

1. In addition to, not in lieu of, any remedy allowed by this Section and pursuant to ORS 153.090 (1)(e), as part of a judgement entered under this Section, the Justice of the Peace:
  - a. may on its own motion and shall on request of the enforcement officer, order a responsible party to abate any violation of which the responsible party is found guilty or enters a plea of guilty or no contest. The Justice of the Peace shall set a time by which the responsible party must abate the violation and may set other conditions on the order of abatement. Any abatement order shall include authorization for an enforcement officer to enter the property to determine compliance with the code and compliance with an order to abate. Any failure to abate the violation as ordered by the Justice of the Peace shall be contempt of court; or
  - b. shall on request of the enforcement officer, authorize the County to enter the property for the purposes of abating the violation.
2. The responsible party shall cooperate with the Enforcement Officers including not preventing the officer and any other persons employed or contracted by the County to enter the property to determine compliance with the code and any orders to abate.

12.800 Summary Abatement.

The health officer, the chief of a Fire Department, the Sheriff, the Planning Director, or the Director of Public Works may, through coordination with the Code Enforcement Officer, proceed summarily to abate a health or other violation which unmistakably exists and which imminently endangers health or property; however, such summary abatement shall be limited to only those actions necessary to reduce the threat to a level that eliminates the imminent danger to health or property. No notice to the property owner or person in control of the property is required. Costs of the abatement may be assessed as provided in Section 14(Penalties and Costs).

**Section 13. Hearings**

- A. A person to whom a citation is issued shall have a hearing before the Justice Court of Morrow County on an issue of violation or abatement pursuant to this Ordinance and the date shall be as set forth in the citation.
- B. Hearing by Justice Court of Morrow County.  
The Morrow County Justice of the Peace may act as an administrative hearings officer for the purposes of this Ordinance, unless otherwise appointed by the Board of Commissioners. The County shall have the burden of proving by a preponderance of the validity of the violation, citation, or abatement. The County may present evidence either by testimony or written report of the Public Safety Officer or Code Enforcement Officer. If the County's evidence is presented only by written report and the Justice of the Peace cannot resolve a question solely upon the information contained in the report, the hearing may be continued for a reasonable time to obtain additional information.
- C. If the Justice of the Peace finds that:
  - a. the citation, or abatement was proper, the Justice of the Peace
    - 1. Shall enter a written order supporting the citation or abatement; and
    - 2. Shall find that the owner or responsible person is liable for any costs resulting from the abatement; and
    - 3. May find that the owner or responsible person is liable for the costs of the hearing.
  - b. the citation or abatement was improper, the Justice of the Peace shall:
    - 1. Find that the owner or responsible person is not liable for any charges or abatement costs resulting from the abatement; and
    - 2. Order the County to satisfy the abatement costs.
- D. The decision of the Justice of the Peace is final subject to the protesting party having right to file a writ of review pursuant to ORS 34.010 to 34.100.
- E. If the person requesting the hearing does not appear at the scheduled hearing, the Justice of the Peace may enter an order supporting the assessed costs of the abatement.

## **Section 14. Penalties and Costs**

### **14.100 Civil Penalties**

Except for any separate fine issued for an amount otherwise established by law for any specific fine violation such as a nuisance dog, any person who violates the provisions of this Ordinance shall be punishable, upon conviction, by a fine for a Class A violation as provided in Oregon Statute for a non-continuing offense and for each continuing offense. Each day upon which a continuing offense occurs or continues shall constitute a separate violation if cited as such. In addition to the civil penalty amounts assessable herein, the County may recover reasonable attorney's fees, court costs and other expenses associated with enforcement activities and the costs of any actual damages incurred by the County attributable to the responsible party.

Payment of any fine shall not excuse or discharge a responsible party from the duty to immediately abate and correct a violation of the code, nor from any other responsibility or legal consequences for a continuation or a repeated occurrence(s) of a violation of the code.

For the purposes of this Ordinance, a continuing offense occurs when a responsible party or person allows the circumstances constituting the offense to continue over consecutive 24-hour periods after:

- A. having received notice of the violation; or
- B. having refused notice of the violation; or
- C. it is reasonable to expect that the person has actual knowledge of the circumstances constituting the offense.

### **14.200 Costs Recoverable**

- A. Upon a finding that a violation has occurred, the Justice Court has the discretion to order the violator, in addition to any penalties assessed, to reimburse the County for actual costs or expenditures incurred by the County in prosecuting, cleaning up or abating an ordinance violation for any of the following:
  1. Any fees charged the County for service on responsible party(s);
  2. Mileage for investigation service or other activities directly related to the enforcement action at the current county rate;
  3. Postage;
  4. Photocopying;
  5. Publication charges;
  6. Sampling and monitoring expenses;
  7. Film and development costs; and
  8. Any expense incurred by the County in abating or correcting a violation which the responsible party(s) has refused to correct.

All costs and expenses to be reimbursed must be documented by receipts, vouchers, or records verified by affidavit of the public official keeping such records.

### **14.300 Code Enforcement Cleanup Fund**

- A. The Code Enforcement Cleanup Fund is hereby established. The Planning Department shall recommend an amount to be approved annually by the Budget Committee, and all amounts so approved are appropriated for the purposes set forth in this Section.
- B. Monies in the fund created by this Section may be used, at the sole discretion of the County, in any abatement ordered under this Ordinance. Monies expended

from the Code Enforcement Cleanup Fund and repaid by the responsible party to the County shall be applied to the fund established in this Ordinance.

#### 14.400 Weed Control Fund

- A. The Weed Control Fund is hereby established. The Board of Commissioners shall recommend an amount to be approved annually by the Budget Committee, and all amounts so approved are appropriated for the purposes set fourth in this Section.
- B. Monies in the fund created by this Section may be used, at the sole discretion of the County, in any abatement ordered under this Ordinance. Monies expended from the Weed Control Fund and repaid by the responsible party to the County shall be applied to the fund established in this Ordinance.

#### 14.500 Recovery on a money judgment

- A. Every money judgment shall name Morrow County as the judgment creditor.
- B. A money judgment, including but not limited to funds described in Section 14.300, Code Enforcement Cleanup Fund, and 14.400, Weed Control Fund, must be repaid by the responsible party to the County.
- C. Fines and other court costs
  - 1. The amount of any fine imposed pursuant to this Ordinance shall be transferred to the Morrow County General Fund. Fifty percent of the fine amount shall then be transferred to the Code Enforcement Cleanup Fund or Weed Control Fund, established in this Section.
  - 2. The Justice Court shall charge court costs to the responsible party, as determined within the county fee schedule, where,
    - a. The responsible party admits a violation or is found guilty of a provision of the County Code;
    - b. The responsible party fails to appear for the hearing or, following a hearing, is found to have violated a provision of the County Code; or
    - c. The defendant enters into a stipulated judgment with the County wherein the responsible party pleads guilty on the citation but agrees to make necessary corrections, as set forth in the agreement, in order to bring the responsible party's conduct, actions, omissions, or property into compliance with the County Code.
    - d. If the responsible party fails to pay the costs, the costs shall be entered as a judgment against the responsible party in the same manner and with like effect as a judgment for a fine.

#### 14.600 Liens

Penalties and costs assessed against a violator(s) by order of the Justice Court shall, if not paid within 60 days of the date of the order or as otherwise specified in the order, be County liens as provided in Oregon Statute Recovery of Fines and Forfeitures.

##### Recording and releasing liens

- A. If the County intends to pursue recovery of penalties and costs against a violator the Board of Commissioners shall cause to be filed with the County Clerk an itemized statement of the penalties and costs, as ordered by the Justice of the Peace, to be recovered. When the Statement of penalties and costs is filed the Clerk shall cause it to be entered upon a lien docket prepared for that purpose.

The amount of the penalties and costs when so docketed shall constitute a first lien upon such property, except as to taxes. It shall be the responsibility of the County Treasurer to create and maintain a record of payments made by the responsible party, on a form identifying the case, the responsible party, the amount and date payment was made.

- B. The County may record a money judgment as a lien in accordance with this Section, and may pursue recovery of any money judgment.
- C. For purposes of a lien that has been filed, an error in the name of the owner or person responsible shall not void the assessment, nor will a failure to receive the notice of the proposed assessment render the assessment void but it shall remain a valid lien against the property.
- D. The Code Enforcement Officer is responsible, in consultation with the Treasurer and County Counsel, to ensure that a satisfaction of judgment and release of lien is executed and filed as appropriate, once any money judgment is paid in full.

### **Section 15. Stop Work or Stop Use Order**

The Code Enforcement Officer, having reasonable grounds to believe that a person(s) has committed a violation, in lieu of or in addition to issuing a citation, may issue a stop work or stop use order according to the provisions of this Section.

#### **15.100 Grounds for Issuance.**

A stop work or stop use order may be issued by the Code Enforcement Officer at any point in the enforcement process, if the violation observed is on which requires immediate remedial action:

- A. To protect the public health, safety or welfare;
- B. Because the responsible party(s) refuses to cooperate with the Code Enforcement Officer; or
- C. Because the violation continues despite notice to the responsible party(s) of the violation or notice to obtain a necessary permit.

#### **15.200 Contents.**

A stop work or stop use order shall be in writing and contain the following:

- A. An order that all work or action in violation of County ordinance(s) stop immediately;
- B. The name of the person(s) or entity(s) to whom it is issued (if known);
- C. The effective date of the order;
- D. The date the order is issued;
- E. The location or address of the violation;
- F. The tax account identification number;
- G. The specific sections of the County Ordinance(s) violated;
- H. A factual description of the nature of the violation;
- I. The specific steps which the responsible party(s) must take to correct the violation;
- J. The name and signature of the Code Enforcement Officer; and
- K. An address and phone number where the Code Enforcement Officer can be contacted.

#### **15.300 Service**

A copy of a stop work or stop use order shall be posted on the property where the violation is occurring (hereinafter "subject property") and sent certified mail with return receipt, or any means of mailing by which a return receipt can be obtained, to the following:

- A. All owners and contract purchasers of the subject property;
- B. Any known lessees;
- C. The State Building Codes Agency;
- D. Any known contractors doing construction work on the subject property which would be in violation of County Ordinance(s); and
- E. Any other person(s) identifiable as a responsible party(s).

#### **15.400 Priority**

If a hearing is requested, a stop work or stop use order shall be given priority for court appearance over all other code enforcement citations and be heard by the Justice of the Peace on the next scheduled Court date.

#### **15.500 Violation of Order**

If the responsible party(s) fails to obey the order, the Code Enforcement Officer shall

promptly issue a citation for violation of a stop work or stop use order. Violation of a stop work or stop use order constitutes a separate violation.

15.600 Impact on other Permits

No building permit, sanitation permit or other permit or license may be issued, or any work continued under such permits while a stop work or stop use order is in effect.

**Section 16. General Provisions**

**16.100 Appeal**

A decision of the Justice Court on an enforcement action may be appealed to the Circuit Court within 30 days of the date of the decision, in accordance with the requirements of Oregon Statute through 34.102 for a Writ of Review.

**16.200 Remedies**

The remedies provided herein shall be in addition to any other remedies provided by law.

**16.300 Records**

All records of enforcement proceedings shall be permanent County records. All Court orders, consent agreements and other Justice Court actions entered into after the issuance of a citation, and stop work or stop use orders shall be filed with the Justice Court. Liens shall be filed with the County Clerk.

**16.400 Severability Clause**

If any section, subsection, provision, clause or paragraph of this ordinance is adjudged or declared by any court of competent jurisdiction to be unconstitutional or invalid, such judgment shall not affect the validity of the remaining portions of this ordinance.

It is hereby expressly declared that every other section, subdivision, paragraph, provision or clause of this ordinance would have been enacted irrespective of the enactment or the validity of the portion declared or adjudged unconstitutional or invalid.

**16.500 Amendment Procedure**

Morrow County Board of Commissioners shall have the authority to order this Ordinance to be amended. During a comment period lasting a minimum of 20 days after notice of publication the Board of Commissioners shall hold two public hearings on the proposed amendments, one held in the North and one held in the South side of the county.



## Appendix A

### **NOXIOUS WEEDS**

Rush Skeletonweed  
Yellow Starthistle  
Tansy Ragwort  
Dalmatian & Yellow Toadflax  
Mediterranean Sage  
Leafy Spurge  
Spikeweed  
Musk Thistle  
Scotch Thistle  
Purple Loosestrife  
Common Crupina  
White Top  
Hounds tongue  
Plumeless Thistle  
Flowering Rush  
Yellow Flag Iris

## Appendix B

### WEEDS OF ECONOMIC IMPORTANCE

Poison Hemlock  
Canada Thistle  
Jointed Goatgrass  
St. Johnswort  
Perennial Sowthistle  
Field Bindweed  
Cereal Rye  
Wild Oats  
Johnsongrass  
Knapweeds-Russian, Diffuse, Spotted  
Field Dodder  
Water Hemlock  
Medusahead Rye  
Puncturevine  
Kochia  
Perennial Pepperweed  
Myrtle Spurge  
Ventenata

**Roberta Lutcher**

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**From:** Robin Jones  
**Sent:** Wednesday, April 03, 2019 4:06 PM  
**To:** Roberta Lutcher  
**Subject:** Justice Court report  
**Attachments:** 20190403160155076.pdf

Roberta-

Attached are the Justice Court Distribution or Fines and Assessment reports for Jan-March, 2019. These reports show the County and State breakdowns of those funds.

This is the information Judge Spicer would like to present to the Board of Commissioners at the April 17, 2019 meeting.

Thanks.

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Robin Jones  
Irrigon Justice Court Clerk  
P.O. Box 130  
Irrigon, OR 97844  
In house extension: 5507  
Phone: (541) 922-4082  
Fax: (541) 922-3472  
rjones@co.morrow.or.us

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

JCDIS2

DISTRIBUTION OF FINES AND ASSESSMENTS  
 1/01/19 - 1/31/19

DOCKET CODE/ DESCRIPTION	TOTAL AMOUNT	CITY SHARE	COURT COSTS	COUNTY SHARE	JAIL ASSESS	STATE SHARE	IDP FEES	LEMLA	SUPPL. ASSESS	ALL OTHER
* SMALL CLAIMS	195.00	.00	195.00	.00	.00	.00	.00	.00	.00	.00
I CITY OF BOARDMA	889.62	.00	87.62	585.00	70.00	105.00	.00	6.00	6.00	30.00
O COUNTY OFFICER	28349.84	.00	695.31	20546.16	1448.00	.00	.00	3.00	172.00	5352.87
T STATE OFFICER	6735.27	.00	638.28	3134.19	433.80	1645.00	.00	.00	49.00	835.00
Z DUII	1589.00	.00	214.00	1289.00	32.00	.00	.00	.00	4.00	50.00
W STATE WEIGHMAST	1550.00	.00	.00	682.00	.00	868.00	.00	.00	.00	.00
G FISH & GAME	115.00	.00	.00	23.50	16.00	23.50	.00	.00	2.00	50.00
V MISD.	5834.00	.00	425.00	1833.00	47.00	.00	.00	.00	4.00	3525.00
D ANIMAL VIOLATIO	209.00	.00	55.00	71.00	29.00	.00	.00	.00	4.00	50.00
** COLUMN TOTALS **	45466.73 *	.00 *	2310.21 *	28163.85 *	2075.80 *	2641.50 *	.00 *	9.00 *	241.00 *	9892.87 *

CITY SHARE BREAKDOWN

COUNTY SHARE BREAKDOWN

STATE SHARE BREAKDOWN

MISCELLANEOUS OTHER

FINE SHARE.....	.00	FINE SHARE.....	28127.61	FINE SHARE.....	2536.50	OTHER.....	.00
COURT COSTS.....	.00	COURT COSTS.....	699.00	UNITARY AS.....	105.00	COMP. FINES.....	50.00
CLERK COSTS.....	.00	CLERK COSTS.....	.00	DMV FEES.....	.00	RESTITUTION.....	3200.00
		JAIL 60% .....	51.60	STATE MISC .....	.00		
SUPPL ASSESS.....	.00	SUPPL ASSESS.....	241.00	DWS CONV FEE.....	.00		
		JAIL HB2562.....	1989.80	STATE OBLIG .....	.00		
NON-COST COURT...	.00	NON-COST COURT...	1472.21	VICTIM ASSIST.....	.00	REFUNDS.....	109.00
		SMALL CLAIMS.....	.00	JAIL 40% .....	34.40	COLL. AGY. ....	.00
COURT SECURITY...	.00	COURT SECURITY....	.00	LEMLA.....	9.00		
		OFFENSE SURCHG....	36.24	IDP.....	.00		
		ATTORNEY FEES.....	139.00	COURT SECURITY....	5.00		
TOTAL CITY	.00 **	TOTAL COUNTY	32756.46 **	SECTION 6B-CFA	6637.87		
				TOTAL STATE	9327.77 **		

I CERTIFY THAT THIS IS A TRUE STATEMENT OF FINES LEVIED AND COLLECTED AND BAIL BONDS FORFEITED IN THIS COURT DURING THE MONTH OF JANUARY 2019

SIGNED

TITLE--JUSTICE CT JUDGE DATE 2/06/19

WAGON IRRIGON COURT  
RD & MAIN PO BOX 130  
WAGON, OREGON 97844

DISTRIBUTION OF FINES AND ASSESSMENTS  
2/01/10 - 2/28/19

DOCKET CODE/ DESCRIPTION	TOTAL AMOUNT	CITY SHARE	COURT COSTS	COUNTY SHARE	JAIL ASSESS	STATE SHARE	IDP FEES	LEMLA	SUPPL. ASSESS	ALL OTHER
* SMALL CLAIMS	729.00	.00	729.00	.00	.00	.00	.00	.00	.00	.00
I CITY OF BOARDMA	289.91	.00	25.06	207.85	18.00	35.00	.00	2.00	2.00	.00
O COUNTY OFFICER	19885.97	.00	1305.71	13906.38	896.00	78.71	.00	2.00	128.00	3569.17
T STATE OFFICER	9893.39	.00	681.00	4564.82	497.00	3005.58	.00	.00	75.00	1069.99
Z DUIL	1187.00	.00	.00	850.50	32.00	5.50	.00	.00	4.00	52.00
W STATE WEIGHMAST	1600.00	.00	.00	1500.00	.00	100.00	.00	.00	.00	.00
V MISD.	3465.09	.00	160.00	1979.09	119.00	.00	.00	5.00	12.00	1190.00
D ANIMAL VIOLATIO	25.00	.00	.00	25.00	.00	.00	.00	.00	.00	.00
** COLUMN TOTALS **	37075.36 *	.00 *	3143.77 *	23033.64 *	1562.00 *	3224.79 *	.00 *	9.00 *	221.00 *	5881.16 *

CITY SHARE BREAKDOWN

FINE SHARE.....	.00
COURT COSTS.....	.00
CLERK COSTS.....	.00
SUPPL ASSESS.....	.00
NON-COST COURT...	.00
COURT SECURITY...	.00
TOTAL CITY	.00 **

COUNTY SHARE BREAKDOWN

FINE SHARE.....	22988.64
COURT COSTS.....	1128.66
CLERK COSTS.....	.00
JAIL 60% .....	63.60
SUPPL ASSESS.....	221.00
JAIL HB2562.....	1456.00
NON-COST COURT...	1723.61
SMALL CLAIMS.....	.00
COURT SECURITY....	.00
OFFENSE SURCHG....	45.00
ATTORNEY FEES.....	291.50
TOTAL COUNTY	27918.01 **

STATE SHARE BREAKDOWN

FINE SHARE.....	3111.08
UNITARY AS.....	113.71
DMV FEES.....	.00
STATE MISC.....	.00
DWS CONV FEE.....	.00
STATE OBLIG.....	.00
VICTIM ASSIST.....	.00
JAIL 40% .....	42.40
LEMLA.....	9.00
IDP.....	.00
COURT SECURITY....	13.00
SECTION 6B-CFA	4923.16
TOTAL STATE	8212.35 **

MISCELLANEOUS OTHER

OTHER.....	.00
COMP. FINES.....	50.00
RESTITUTION.....	895.00
REFUNDS.....	.00
COLL. AGY.....	.00

I CERTIFY THAT THIS IS A TRUE STATEMENT OF FINES LEVIED AND COLLECTED AND BAIL BONDS FORFEITED IN THIS COURT DURING THE MONTH OF FEBRUARY 2019

SIGNED \_\_\_\_\_  
TITLE--JUSTICE CT JUDGE DATE 3/07/19

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

JCDIS2

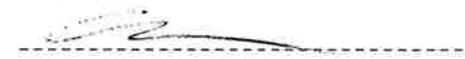
DISTRIBUTION OF FINES AND ASSESSMENTS  
 3/01/19 - 3/31/19

DOCKET CODE/ DESCRIPTION	TOTAL AMOUNT	CITY SHARE	COURT COSTS	COUNTY SHARE	JAIL ASSESS	STATE SHARE	IDP FEES	LEMLA	SUPL. ASSESS	ALL OTHER
* SMALL CLAIMS	157.00	.00	157.00	.00	.00	.00	.00	.00	.00	.00
I CITY OF BOARDMA	1132.14	.00	60.00	728.14	98.00	123.00	.00	3.00	8.00	112.00
O COUNTY OFFICER	27286.57	.00	1100.61	19844.23	1486.00	139.29	.00	4.00	188.00	4524.44
T STATE OFFICER	10174.42	.00	1010.97	4035.19	614.20	2956.75	.00	.00	76.00	1481.31
Z DUUI	5470.50	.00	1650.50	3633.00	64.00	.00	.00	.00	8.00	115.00
W STATE WEIGHMAST	100.00	.00	.00	32.00	16.00	50.00	.00	.00	2.00	.00
V MISD.	4113.00	.00	880.00	1728.00	80.00	.00	.00	.00	10.00	1415.00
D ANIMAL VIOLATIO	189.00	.00	.00	128.00	22.00	.00	.00	2.00	2.00	35.00
** COLUMN TOTALS **	48622.63 *	.00 *	4859.08 *	30128.56 *	2380.20 *	3269.04 *	.00 *	9.00 *	294.00 *	7682.75 *

CITY SHARE BREAKDOWN		COUNTY SHARE BREAKDOWN		STATE SHARE BREAKDOWN		MISCELLANEOUS OTHER	
FINE SHARE.....	.00	FINE SHARE.....	30093.96	FINE SHARE.....	3006.75	OTHER.....	.00
COURT COSTS.....	.00	COURT COSTS.....	1611.40	UNITARY AS.....	262.29	COMP. FINES.....	50.00
CLERK COSTS.....	.00	CLERK COSTS.....	.00	DMV FEES.....	.00	RESTITUTION.....	1220.00
		JAIL 60% .....	84.00	STATE MISC .....	.00		
SUPL ASSESS.....	.00	SUPL ASSESS.....	294.00	DWS CONV FEE.....	.00		
		JAIL HB2562.....	2240.20	STATE OBLIG .....	.00		
NON-COST COURT...	.00	NON-COST COURT....	2135.18	VICTIM ASSIST.....	.00		
		SMALL CLAIMS.....	.00	JAIL 40% .....	56.00	REFUNDS.....	140.00
COURT SECURITY...	.00	COURT SECURITY....	.00	LEMLA.....	9.00	COLL. AGY. ....	.00
		OFFENSE SURCHG....	34.60	IDP.....	.00		
		ATTORNEY FEES.....	1112.50	COURT SECURITY....	12.00		
TOTAL CITY	.00 **	TOTAL COUNTY	37605.84 **	SECTION 6B-CFA	6400.75		
				TOTAL STATE	9746.79 **		

I CERTIFY THAT THIS IS A TRUE STATEMENT OF FINES LEVIED AND COLLECTED AND BAIL BONDS FORFEITED IN THIS COURT DURING THE MONTH OF MARCH 2019

SIGNED



TITLE--JUSTICE CT JUDGE DATE 4/03/19



# United States Department of the Interior



FISH AND WILDLIFE SERVICE  
Oregon Fish and Wildlife Office  
2600 SE 98<sup>th</sup> Avenue, Suite 100  
Portland, Oregon 97266  
Phone: (503) 231-6179 FAX: (503) 231-6195

File Number: 8182.0987  
TS Number: 19-253

MAR 18 2019

Board of County Commissioners  
Morrow County  
100 Court Street  
Heppner, Oregon 97836

Dear County Official,

I am sending you this email because the Endangered Species Act (ESA) requires the U.S. Fish and Wildlife Service (Service) to notify appropriate counties or equivalent jurisdictions when we publish a proposed rule to list/delist a species. I wanted to let you know about a recent proposal affecting a species that may occur in your area and for which you may have heard about through local media outlets.

On March 15, 2019, the U.S. Fish and Wildlife Service (Service) published a proposal to remove the gray wolf (*Canis lupus*) from the List of Endangered and Threatened Wildlife. The proposed rule can be accessed here: <https://www.fws.gov/home/wolfrecovery/>. The proposal opened a 60-day public comment period which will close on May 14, 2019.

If you would like to review the proposed rule please visit <http://www.fws.gov/home/wolfrecovery>. If you would like to submit formal comments on the proposal please use one of the following methods:

1. *Electronically*: Go to the Federal eRulemaking Portal: <http://www.regulations.gov>. In the Search box, enter FWS-HQ-ES-2018-0097, which is the docket number for this rulemaking.
2. *By hard copy*: Submit by U.S. mail or hand-delivery to: Public Comments Processing, Attn: Docket No. FWS-HQ-ES-2018-0097; U.S. Fish & Wildlife Service Headquarters, MS: BPHC, 5275 Leesburg Pike, Falls Church, VA 22041-3803.

Additional information about the proposal can be found online at <http://www.fws.gov/home/wolfrecovery>.

If you have questions about this action, please do not hesitate to contact me at [paul\\_henson@fws.gov](mailto:paul_henson@fws.gov) or 503/231-6988.

Sincerely,



*for*

Paul Henson, Ph.D.  
State Supervisor





Oregon  
Kate Brown, Governor

Department of Transportation  
Region 5

3012 Island Avenue  
La Grande, OR 97850  
(541) 963-3177  
FAX (541) 963-9709

April 2, 2019

Oregon State Aviation Board  
2040 25<sup>th</sup> St SE  
Salem, OR 97302-1125

Dear Oregon State Aviation Board;

On February 7, 2019, the North East Area Commission on Transportation (NEACT) had the opportunity to review the 2019 COAR project recommendations for aviation projects located in Morrow, Umatilla, Union, Wallowa and Baker Counties. The members of NEACT engaged in a substantial conversation about the benefits of this program and what it means for aviation infrastructure in Eastern Oregon. We are pleased with the good work being done with the COAR program statewide.

With the aviation gas tax scheduled to sunset in 2020, the future of COAR is a concern to the members of the NEACT. There is a concern that critical aviation infrastructure will be put at risk without a dedicated funding source such as COAR.

As an advisory commission representing freight, highway, transit, marine, bicycle, pedestrian and aviation interests within our membership, the members of NEACT passed a resolution of support for the continuation of the dedicated funding of the COAR program beyond its scheduled sunset date.

We appreciate the work of the Oregon State Aviation Board and the efforts of the Department of Aviation to develop and administer the COAR program. Because of the positive benefits of the program, we think it is vital to support the aviation needs of Oregon beyond 2020. Please consider this letter as our support of the efforts the Oregon State Aviation Board may engage in to extend the COAR program and protect Oregon's aviation network into the future.

Respectfully,

Jim Doherty, Chair  
North East Area Commission on Transportation

Please join your  
***United States Senator  
Ron Wyden***

for a  
**Town Hall Meeting**

at the  
Port of Morrow, Riverfront Room  
Two Marine Drive, Boardman

Sunday, April 14  
At 12:00 pm

*If you have any questions, please contact  
Senator Wyden's La Grande Office: (541) 962-7691 or by email  
at [Kathleen\\_Cathey@wyden.senate.gov](mailto:Kathleen_Cathey@wyden.senate.gov)*



United States  
Department of  
Agriculture

# ANNUAL REPORT



USDA  
Forest  
Service

Pacific  
Northwest  
Region

20  
18



Front Cover: Mt. Baker-  
Snoqualmie National Forest  
Inside Cover: Strawberry Mountain  
Wilderness, Malheur National Forest

# OUR COMMITMENTS

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## **PAGE 4**

IMPROVE THE CONDITION OF FORESTS AND GRASSLANDS

## **PAGE 18**

PROMOTE SHARED STEWARDSHIP BY BEING A GOOD NEIGHBOR  
AND INCREASING PARTNERSHIPS AND VOLUNTEERISM

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MITIGATE WILDFIRE RISK

## **PAGE 34**

PROVIDE EXCELLENT CUSTOMER SERVICE

## **PAGE 38**

ENHANCE RECREATION OPPORTUNITIES, IMPROVE  
ACCESS, AND SUSTAIN INFRASTRUCTURE

## **PAGE 50**

INSPIRE AND EMPOWER EMPLOYEES THROUGH A  
RESPECTFUL, SAFE WORKING ENVIRONMENT

# ABOUT THE PACIFIC NORTHWEST REGION

The Forest Service manages

**24**

million acres in Washington and Oregon

These lands provide timber for people, forage for cattle, habitat for fish, plants, and animals, and some of the best recreation opportunities in the United States.



16 national forests



2 national volcanic monuments



1 national grassland



1 national scenic area



## OUR MISSION

To sustain the health, diversity, and productivity of the nation's forests and grasslands to meet the needs of present and future generations.

## A NOTE FROM THE REGIONAL FORESTER

---

Gifford Pinchot, the first Chief of the USDA Forest Service, once said, “The vast possibilities of our great future will become realities only if we make ourselves responsible for that future.” While many things are different today than when he spoke these words, this statement still rings true for the Forest Service.

Today, we are more interconnected and interdependent than ever before. The opportunities and challenges we face transcend boundaries and impact people far outside the borders of any national forest. Indeed, our future depends on all of us – the Forest Service, states, tribes, partners, and local communities – working together across boundaries in shared stewardship to accomplish shared objectives.

In recent years, the Pacific Northwest Region has made tremendous progress laying this foundation of shared stewardship. We’ve signed Good Neighbor Authority agreements with both Oregon and Washington, and now have projects underway to improve forest conditions on nearly every forest in the region. There are 36 collaborative groups working to bring together diverse interests, find common ground, and build greater support for large-scale forest restoration projects. Congress recently passed legislation granting the Forest Service new authorities to conduct necessary work, and a fire funding fix that will help stabilize fire funding, beginning in 2020. The agency is also making great strides with Forest Products Modernization and Environmental Analysis and Decision Making efforts to streamline and improve our work processes. These are just a few examples of what the Forest Service is doing, regionally and nationally, to position ourselves for the future.

By working together alongside state agencies, tribes, partners, and local communities, we are well positioned to enhance and expand these efforts across the broader landscape. By working together and sharing in the stewardship of our forests and public lands, we’re able to more effectively address the mutual challenges we face and better provide for the public we serve.

As we look to the future, we are guided by the five Forest Service national priorities:

- Uplifting and empowering our employees through a respectful, safe working environment;
- Being good neighbors and providing excellent customer service;
- Promoting shared stewardship by increasing partnerships and volunteerism;
- Improving the condition of forests and grasslands; and
- Enhancing recreation opportunities, improving access, and sustaining infrastructure.

As you read through the following pages, you’ll see numerous projects and success stories that showcase the work we’re doing in shared stewardship with others. Many of our accomplishments would not have been possible without the generous support and contributions of so many partners, volunteers, agencies, and communities.

I’m so proud of the work we’re doing and excited about the tremendous opportunities that lay before us. I look forward to charting this future together.



A handwritten signature in black ink that reads "Glenn P. Casamassa".

Glenn P. Casamassa  
Pacific Northwest  
Regional Forester



SOW #: 39  
A # : 701035  
WTN: WE  
APR-024





## COMMITMENT: IMPROVE THE CONDITION OF FORESTS AND GRASSLANDS

Healthy, resilient forests are crucial to ensuring the American public continues to have clean water and air, wildlife habitat, and recreational opportunities. Healthy, productive, and resilient forests also provide many economic opportunities for both local and national economies.



Above: The Bluejay Restoration Project on the Chiloquin Ranger District included prescribed fire to improve forest health and reduce wildfire risk in the years to come.

## ▲ FREMONT-WINEMA NATIONAL FOREST SHARING STEWARDSHIP ACROSS BROAD LANDSCAPES

The Fremont-Winema National Forest has embraced new authorities, partnerships, and innovative strategies to expand and accelerate work to improve forest conditions on a cross-boundary, landscape scale. The forest leads the region in integrated acres treated in 2018 in no small part because of the strong collaborative relationship with state agencies, local partners, and private landowners. The first timber sale in the region under the new Good Neighbor Authority

occurred on the Fremont-Winema with Oregon Department of Forestry. Currently, the Fremont-Winema has three Good Neighbor Authority projects underway, including one – the first of its kind in the nation – using the authority to conduct NEPA planning for a Farm Bill categorical exclusion project. Half of the Farm Bill categorical exclusions in the region occurred on the Fremont-Winema. This innovative, collaborative approach helped the forest complete 60,000 acres of fuels reduction and 36,000 acres of watershed restoration.



## WOOD INNOVATIONS GRANTS

Each year, the Forest Service distributes wood innovations grants to expand and accelerate wood products and wood energy markets. These grants, in turn, can stimulate the removal of hazardous fuels to reduce wildfire risk and improve forest health. In 2018, the Forest Service awarded nearly \$8 million in grants to 34 projects nationally, including five in Oregon and three in Washington.

“Our machine, purchased in part by the Wood Innovations Grant, is a fundamental element to bringing innovative mass timber products to market. The machine allows us to manufacture timber panels into custom made parts in unique configurations. Without it, we would be making large blocks of wood which would otherwise be difficult to process for customers’ needs.”

– Tyler Freres, Freres Lumber

Left: Freres Lumber, based in Lyons, Oregon, received a Wood Innovations Grant to assist with its development of mass plywood panels utilizing veneers from smaller diameter trees. This application of mass timber increases the Forest Service’s ability to market small diameter material from forest restoration projects. Mass plywood panels from Freres Lumber were used for roofing panels in Peavey Hall at Oregon State University’s College of Forestry.

### COLVILLE NATIONAL FOREST

## A TO Z STEWARDSHIP - CREATING ECONOMIC OPPORTUNITIES

To accelerate forest restoration, the Mill Creek A to Z Stewardship Project on the Colville National Forest was designed so that each step, from planning to project implementation, would be performed and financed by a contractor or their subcontractor. Under this model, the Colville has significantly increased timber volume to become the top timber-producing forest in the region. In 2018, the Mill Creek A to Z project completed 7,085 acres of commercial vegetation treatments, which will result in 57 million board feet of timber volume. The forest is looking to expand this model with the Chewelah A to Z project which would also be a watershed restoration project with forest health, fuels reduction, and resiliency components, as well as aquatic restoration to reduce sediment and improve fish passage.



### ▲ DESCHUTES NATIONAL FOREST

## WORKING COLLABORATIVELY TO MAKE A LASTING IMPACT ACROSS THE LANDSCAPE

The West Bend Vegetation Management Project is an ambitious 26,000-acre restoration project adjacent to the City of Bend, Oregon which aims to restore a more historic and healthy forest landscape. The project received the Forest Service Chief's Honor Award, the highest award given by the agency, which publicly recognizes outstanding accomplishments that contribute to the Forest Service's strategic goals. The success of this project is due in large part to the Deschutes Collaborative Forest Project, a collaborative and diverse group of stakeholders that worked hand-in-hand with the forest as an equal partner.

COMMITMENT: IMPROVE THE CONDITION OF FORESTS AND GRASSLANDS



Photo courtesy of Deschutes Collaborative Forest Project

“ This is a true demonstration of how well we can do when we build community support for restoration and how that allows us to increase the pace and scale of restoration in the future.”  
 -Kevin Larkin,  
 Bend-Fort Rock  
 District Ranger

# DELIVERING BENEFITS, SUPPORTING COMMUNITIES

The goods and services people get from forests and grasslands create jobs and contribute to local and national prosperity.

Enough timber sold to build  
**37,000 HOMES**

**636 MILLION BOARD FEET**  
 428 in Oregon  
 208 in Washington



**8,000 PRIVATE SECTOR JOBS**  
 supported from timber sold on national forest lands

**293,000 TONS OF BIOMASS**  
 produced for energy production



**\$19.6 MILLION**  
 market value



**\$85 MILLION**  
 awarded in contracts

**94%**  
 going to small businesses



Above: The Ashland Forest Resiliency Stewardship Project has reduced risk from high-severity wildfires, secured drinking water, and protected forests that provide for wildlife habitat and high quality of life for residents.

### ▲ ROGUE RIVER-SISKIYOU NATIONAL FOREST

## REDUCING WILDFIRE RISK IN SOUTHWEST OREGON

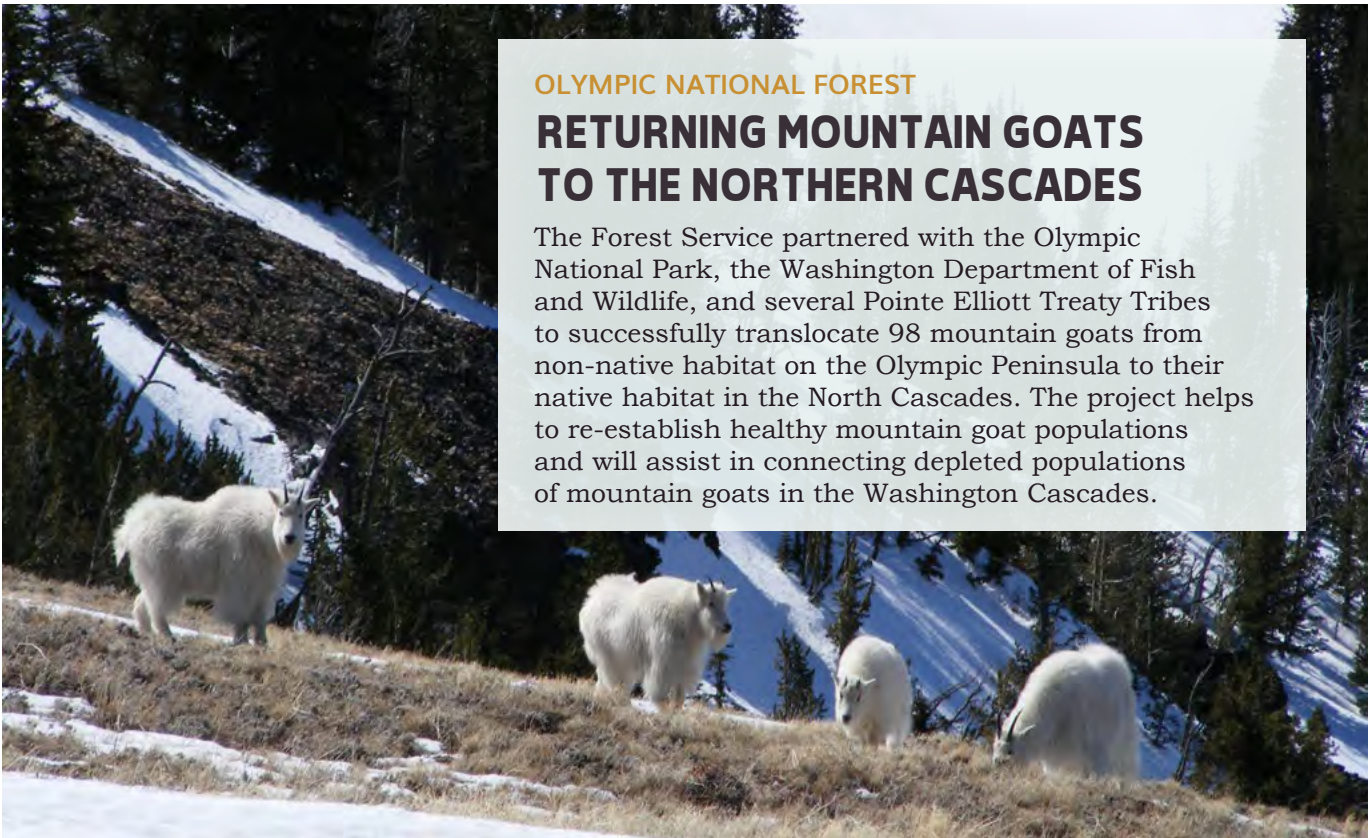
The Rogue River-Siskiyou National Forest, Southern Oregon Forest Restoration Collaborative, The Nature Conservancy, and other partners have launched the Rogue Basin Cohesive Restoration Strategy to integrate wildfire risk into restoration efforts in the Rogue Basin and beyond. Multiple fuels reduction projects are underway with partners, including Oregon Department of Forestry, Oregon Department of Fish and Wildlife, Oregon Hunters Association, Natural Resource Conservation Service, and private landowners. To date, nearly 7,000 acres have been treated, thanks to collaboration among a diverse group of government agencies, environmental organizations, citizens, private businesses, and community groups.



## REFORESTATION TO IMPROVE FOREST HEALTH AND DIVERSITY

The Pacific Northwest Region accomplished 18,200 acres of reforestation in 2018. This reforestation work included tree planting in recent fire-burned areas, as well as planting to improve species diversity. Partnerships with the American Forests Foundation, Arbor Day Foundation, National Forest Foundation, and the Forest Service Plant-A-Tree program paid for more than half of the tree seedlings planted on the Mt. Hood, Gifford Pinchot, Umatilla, Umpqua, Malheur, Deschutes, Ochoco, and Okanogan-Wenatchee National Forests in 2018.

Left: Researchers from the Dorena Genetic Research Center on the Umpqua National Forest are working to identify whitebark pine trees with disease-resistant characteristics. Seeds collected from these trees will help repopulate lost stands and ensure the species' long-term health and viability.



### OLYMPIC NATIONAL FOREST

## RETURNING MOUNTAIN GOATS TO THE NORTHERN CASCADES

The Forest Service partnered with the Olympic National Park, the Washington Department of Fish and Wildlife, and several Pointe Elliott Treaty Tribes to successfully translocate 98 mountain goats from non-native habitat on the Olympic Peninsula to their native habitat in the North Cascades. The project helps to re-establish healthy mountain goat populations and will assist in connecting depleted populations of mountain goats in the Washington Cascades.



▲ **GIFFORD PINCHOT NATIONAL FOREST**  
**RESTORING  
HUCKLEBERRY HABITAT**

The Pinchot Partners, Cowlitz Tribe, and the Forest Service are working together to improve huckleberry habitat on the Gifford Pinchot National Forest, including developing a forest-wide huckleberry restoration strategy which identifies high priority habitat areas that will be considered as a routine part of planning on the forest. A prescribed burn was conducted in the Sawtooth Berry Fields to improve habitat and ensure long-term viability of gathering huckleberries in the future.



**GYPSY MOTH ERADICATION ACTIONS  
IN WASHINGTON STATE**

Gypsy moth eradication, intended to keep this harmful and invasive insect from becoming established in the Pacific Northwest, is a shared priority for the Forest Service, Washington state, and other partners. In 2018, the Forest Service helped partners plan and treat 1,300 acres on both federal and private lands in western Washington – the first step towards successful eradication.





## PARTNERING TO TACKLE INVASIVE SPECIES

Wildfires, natural disasters, and invasive species don't recognize geographic boundaries. To cope with these threats, the Forest Service works closely with tribal, federal, state, and private landowners to set common land management goals. In 2018, national forests in Oregon and Washington worked with 150 different partners to control more than 53,000 acres of invasive plants.

Above: Forest Service and Washington State officials monitor the release of biocontrol agents on Dalmatian toadflax in the Columbia River Gorge National Scenic Area. The Forest Service awards State and Private Forestry grants to Oregon and Washington biocontrol programs, reducing control costs and pesticide use across all land ownership boundaries and providing substantial economic benefits, particularly in the forest products and agriculture industries.

## HEALTHY, RESILIENT FORESTS

Healthy lands better tolerate and recover from threats such as wildfires, floods, drought, invasive species, and insect and disease outbreaks.



**327,145 ACRES** of terrestrial habitat restored or enhanced



**272,648 ACRES** of restoration and fuels reduction



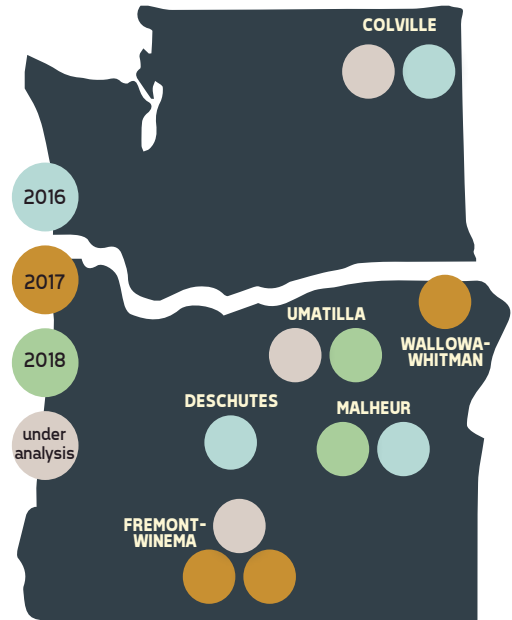
**18,222 ACRES** reforested

## EMBRACING NEW AUTHORITIES

The 2014 Farm Bill included a wide range of provisions to increase the pace and scale of forest restoration, including authority to use the NEPA categorical exclusion process to develop treatments in areas with insect and disease risks up to 3,000 acres in size. The region has utilized this new authority for 11 restoration projects, including three projects in 2018 that produced an estimated 5.8 million board feet of timber.

### ▼ FREMONT-WINEMA NATIONAL FOREST

The Paddock Butte Restoration Project on the Fremont-Winema National Forest utilized the insect and disease categorical exclusion authority from the 2014 Farm Bill to treat disease-infected trees. The project also included Oregon's first Good Neighbor Authority timber sale with Oregon Department of Forestry. The Paddock Butte project was identified as a high-priority treatment area by the Klamath Lake Forest Health Partnership, the Oregon Department of Forestry's Klamath Lake District, and the Fremont-Winema National Forest. Working together across boundaries, partners are reducing hazardous fuels and improving rangeland and watershed health.



## MAINTAINING AND RESTORING WATERSHEDS

The Aquatic and Riparian Effectiveness Monitoring Program of the Northwest Forest Plan monitors watershed conditions for assessing the status and trend of watershed attributes to determine if the plan's Aquatic Conservation Strategy is achieving its goals of maintaining and restoring watersheds and aquatic ecosystems. In 2018 the team conducted 218 surveys in 31 watersheds and worked with students from Portland State University to conduct field monitoring.



## The Forest Service and Partners

Working together to restore Pacific Northwest National Forests

Spring 2018

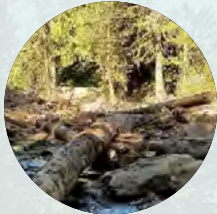


## PARTNERING TO ASSESS SOCIOECONOMIC CONDITIONS

The Forest Service partnered with the Pacific Northwest Research Station and Ecosystem Workforce Program at the University of Oregon to measure social and economic trends. Data on timber, range, minerals, recreation, and payments to states were collected and graphed to show trends over the past 25 years. Nine of ten planned community case studies have been conducted to uncover links between federal agency land management activities and social and economic conditions.

# RIPARIAN RESTORATION PROJECTS

Waters from national forests and grasslands improve lives and livelihoods far beyond their boundaries. The Forest Service works with partner agencies, organizations, tribal governments, and private landowners to “steward the whole place” for the benefit of future generations.



**COLUMBIA RIVER GORGE NATIONAL SCENIC AREA**  
Bridal Veil Creek Stream Restoration Project



**MT. HOOD NATIONAL FOREST**  
Upper Sandy Watershed Restoration



**MALHEUR NATIONAL FOREST**  
Malheur River Large Woody Debris Placement Project



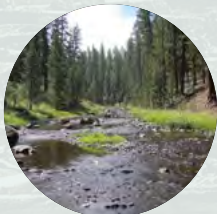
**SIUSLAW NATIONAL FOREST**  
North Fork Project



**OKANOGAN-WENATCHEE NATIONAL FOREST**  
Nason Creek Restoration



**UMATILLA NATIONAL FOREST**  
Meacham Creek Project



**FREMONT-WINEMA NATIONAL FOREST**  
Williamson and Sycan Rivers Restoration



**WILLAMETTE NATIONAL FOREST**  
Deer Creek Floodplain Enhancement, Staley Creek Floodplain Enhancement, Lower South Fork McKenzie Floodplain Enhancement



**WALLOWA-WHITMAN NATIONAL FOREST**  
Bird Track Springs Restoration



## THINKING OUTSIDE THE CHANNEL: STAGE ZERO RESTORATION

The Forest Service is using a new approach called Stage Zero restoration to restore ecological benefits to rivers and streams. Stage Zero restoration raises the water table, slows fast-moving water, increases riparian vegetation, and creates more complex and diverse habitat for fish and wildlife. This approach increases water retention and provides more stable, prolonged summer flows, benefiting downstream water users. Maintaining, improving, and conserving watersheds and the health of forest ecosystems will ensure that national forests and grasslands continue to meet people's needs.

Above: On the Okanogan-Wenatchee National Forest, restoration actions on Nason Creek addressed floodplain connectivity, large wood presence and recruitment, and riparian vegetation replacement.

### PROVIDE CLEAN, ABUNDANT WATER

Healthy forests support plants and soil that purify water and provide food and shelter for fish and wildlife.



**681 MILES**  
of stream habitat  
restored or enhanced




**51 STREAM  
CROSSINGS**  
improved for aquatic  
organism passage



**155 MILES**  
of streams reconnected  
for fish passage



A group of people, including a man in a blue cap and a woman in a blue tank top, are hiking on a dirt trail through a dense forest. The trees are tall and green, with sunlight filtering through the canopy. The people are dressed in casual hiking attire like tank tops, shorts, and backpacks.

## **COMMITMENT: PROMOTE SHARED STEWARDSHIP BY BEING A GOOD NEIGHBOR AND INCREASING PARTNERSHIPS AND VOLUNTEERISM**

To meet the USDA and Forest Service strategic goals of sustaining the nation's forests and grasslands for multiple uses, the Forest Service collaborates with partners and volunteers to accomplish work on the nation's forests – both public and private – in the spirit of shared stewardship.



“ The Department of Natural Resources and the Forest Service are long-time partners through our traditional grant programs and wildland fire. Good Neighbor Authority takes this partnership to the next level to allow us to look across boundary lines and begin true landscape-level coordination to work on critical restoration needs, using the State’s horsepower and skills to bolster the Forest Service’s program of work.”

– Trevor McConchie, Federal Lands Program, Washington Department of Natural Resources

## GOOD NEIGHBOR AUTHORITY: EXPANDING PARTNERSHIPS TO WORK ACROSS BOUNDARIES

Improving forest health, reducing wildfire risk, and supporting local communities are priorities that transcend boundaries and agency jurisdictions. In the past two years, the Forest Service has signed agreements with state agencies in both Oregon and Washington. Now, there are Good Neighbor Authority projects on nearly every national forest in the Pacific Northwest, helping to accomplish work on the ground more quickly and efficiently across boundaries. The 2018 Farm Bill expanded the Good Neighbor Authority to authorize Tribes and counties to participate. The Forest Service will be developing templates for agreements and working with Tribes, local Forest Service units, states, and counties to identify and implement landscape-scale projects in the coming years.

Above: The Block of Nine project on the Colville National Forest was the first Good Neighbor Authority commercial project in Washington, focusing on reducing hazardous fuels and contributing to the State’s 20-Year Forest Health Strategic Plan goal of treating 1.25 million acres of at-risk forests in eastern Washington by 2037. Funds generated by this project will go toward additional fuels projects and other restoration work on the Colville.



# GOOD NEIGHBOR AUTHORITY PROJECTS

There are currently three signed statewide agreements in Oregon and one in Washington, resulting in ongoing or proposed projects on nearly every forest in the region. Statewide agreements include funding for timber sale preparation in the state of Washington, funding for Oregon Department of Forestry personnel to conduct collaborative project development, and monitoring for white nose syndrome in bats. Forest-level projects cover a wide range of work, including timber sale preparation, thinning, fuels reduction, stream monitoring, aspen restoration, wildlife surveys, and road decommissioning. Three Good Neighbor Authority timber sales have been conducted in the region, including two sales in 2018 for 8.9 million board feet.





## ◀ WILLAMETTE NATIONAL FOREST NEW PARTNERSHIP ENVISIONS A SUSTAINABLE FUTURE

In 2018, the High Cascades Forest Volunteers, a longstanding volunteer group primarily focused on helping maintain, restore, and preserve trails on national forest lands, became an official 501(c)3 public non-profit organization. The volunteer group is stepping up as a broad-based “friends group” partnership for the Willamette National Forest, with goals to expand capacity, connect communities, and foster stewardship.

“ This core group of volunteers is very excited to take this partnership to the next level. It’s incredible to be able to help support the forest in connecting diverse communities to their public lands.”  
-Ed Willson, High Cascades Forest Volunteers Board Member

## UMATILLA NATIONAL FOREST ▶ DEDICATED PARTNERS MAKE A DIFFERENCE

The Blues Crew was founded in 2018 through a partnership with the Blue Mountain Land Trust to improve the quality and accessibility of local trails in the Blue Mountains. In all, 47 Blues Crew volunteers spent more than 1,000 hours maintaining more than 17 miles of trail on the Umatilla National Forest. These partners made a significant difference in completing needed trail maintenance and reconstruction work, providing access to recreational sites and settings for all to enjoy.





## COMING TOGETHER FOR A COMMON GOAL

### OKANOGAN-WENATCHEE NATIONAL FOREST

In July of 2018, a unique volunteer effort with the Okanogan-Wenatchee National Forest, Backcountry Horsemen of Washington, and the Washington Trails Association brought people together with the common goal of improving trail conditions in the popular Icicle Creek area near Leavenworth, Washington. Hand crews, supported by backcountry packers and stock, cleared and maintained more than 50 miles of horse and foot trails, including Jack Creek, French Creek, Meadow Creek, and Icicle Creek trails. Combined, these newly maintained trails provide a scenic loop through the Alpine Lakes Wilderness Area.

### ◀ MALHEUR NATIONAL FOREST

The Malheur National Forest partnered with Rocky Mountain Elk Foundation to construct fence enclosures to protect an aspen stand. More than 40 volunteers from the Rocky Mountain Elk Foundation and a local youth crew helped forest employees construct the fence using 1,500 buck and pole pieces.

### OCHOCO NATIONAL FOREST ▶

## PROVIDING MEANINGFUL WORK EXPERIENCES

Central Oregon Youth Conservation Corps crews provide life and job skills training while accomplishing a substantial workload on public lands. In 2018, the crews repaired 33 miles of fence, seeded 50 acres of burned land with native seed, pulled 388 acres of invasive plants, and helped establish and protect native riparian restoration plantings along five miles of streams, among many other projects.

“ [My proudest moment in the program was when] I was told I was one of the hardest workers on my crew.”

—Cheydon H., age 16,  
Jefferson County resident and  
member of the Confederated  
Tribes of Warm Springs





## MT. HOOD NATIONAL FOREST

# TREASURED LANDSCAPES, UNFORGETTABLE EXPERIENCES

Working with the National Forest Foundation’s Treasured Landscape Program, the Mt. Hood National Forest is creating better fish and wildlife habitat, enhancing recreational experiences, and increasing the number and diversity of forest stewards. This partnership has funded in-stream restoration work to improve conditions for threatened salmon and steelhead and brought new partners together to organize and deliver an Earth Day tree planting event with the Latinx community. During 15 weeks of youth crew trail work, the partnership funded a trails skill training for more than 80 new volunteers, and brought trail partner groups together to identify shared interests, share opportunities, and create lasting connections. Forest leaders hope these efforts to improve water quality and fish habitat, increase stewardship opportunities for underserved communities, and improve our recreation system through building relationships will bring partners to the table that we can share stewardship with for years to come.

COMMITMENT: PROMOTE SHARED STEWARDSHIP BY BEING A GOOD NEIGHBOR AND INCREASING PARTNERSHIPS AND VOLUNTEERISM



“ We are excited about the work being accomplished on the Mt. Hood National Forest. This work is bringing together community partners and agency staff to work together to accomplish more work across the landscape. This work is all about partnerships.”

—Patrick Shannon, National Forest Foundation

## WORKING TOGETHER TO ACHIEVE COMMON CONSERVATION GOALS

The Forest Service is strengthening and expanding partner and volunteer programs to increase capacity and accomplish more.

**11,237** volunteers

**328,134** hours of service

**\$8,101,624** value



**\$65.8 MILLION** in contributions from partners leveraged \$83.4 million in Forest Service contributions



**243** partners

**626** partnership agreements



**\$149 MILLION** in contributions to local economies through partnerships



## INCREASING THE PARTICIPATION OF WOMEN AND GIRLS IN OUTDOOR ACTIVITIES

### ▲ OLYMPIC NATIONAL FOREST

For the first time ever, the Girl Scouts of America, Student Conservation Association, and the Forest Service hosted an all-Girl Scout conservation service crew. Keeping with the spirit of partnership, the Student Conservation Association and the Girl Scouts of America worked with the Olympic National Forest to bring senior-level Girl Scouts from all over the country to the Olympic Peninsula to learn about natural resources while camping on the forest.

### COLUMBIA RIVER GORGE NATIONAL SCENIC AREA & DESCHUTES NATIONAL FOREST

With a mission to increase the participation of women and girls in outdoor activities, nonprofit SheJumps Wild Skills worked with Columbia River Gorge National Scenic Area and Deschutes National Forest to create Junior Wildland Firefighter, a day camp that introduces girls to the facets of wildland firefighting while interacting with the strong women of the firefighting community. The camp mimicked the experience of a hand crew throughout the day.

## SIUSLAW & WILLAMETTE NATIONAL FORESTS OUTDOOR AMBASSADORS

The Willamette and Siuslaw National Forests have launched an Outdoor Ambassador program focused on “facilitating firsts” through outreach and networking with nontraditional communities to bring children and families to their national forests. Led by Public Land Corps interns and supported by Field Rangers and Environment for the Americas Latinx interns, more than 1,000 underserved youth have been engaged through classroom presentations and special events.



### MT. BAKER-SNOQUALMIE NATIONAL FOREST

## BIG BROTHERS-BIG SISTERS CONNECTS YOUTH WITH NATURE

The Mt. Baker-Snoqualmie National Forest forged a new partnership with Big Brothers-Big Sisters of Puget Sound as part of a program replication of the Outdoor Explorers Mentoring Program. The non-profit focuses their impact on youth with disadvantaged backgrounds and serves more than 800 matches (Bigs and Littles) in King and Pierce Counties. In 2018, the forest offered three experiences for youth to connect with their public lands and learn about wildlife.

“Every one of these outings was great, but they were made truly special because I was always accompanied by amazing community groups, classrooms, and other outdoor enthusiasts. I am excited that Outdoor Ambassadors will continue in 2019 with new events, trips, and partnerships, and that other resource assistants and AmeriCorps members throughout the region are engaged in many creative activities.”

–Sam Kenney, Siuslaw Outdoor Ambassador



## JOB FAIRS HELP UNLOCK EMPLOYMENT OPPORTUNITIES

Building on the success of a similar event on the Mt. Baker-Snoqualmie National Forest, the Willamette National Forest collaborated with Eugene Recreation Services Division, Northwest Youth Corps, and Bureau of Land Management to hold a Public Lands Job Fair. The event hosted more than 70 attendees representing underserved and underrepresented youth populations. Information and materials provided were designed to assist youth in obtaining jobs that allow them to steward public lands and strengthen communities.

## YOUTH ENGAGEMENT

Immersing youth in nature is not only good for their health but also for the future of our public lands.



**714** conservation education events



**900,000** people reached



**27,972** fourth graders reached at  
**92** Every Kid events







## **COMMITMENT: MITIGATE WILDFIRE RISK**

The Forest Service is committed to sustaining and restoring healthy, resilient, fire-adapted ecosystems; helping communities in fire-prone landscapes adapt to the inevitable wildland fires; and using decision support systems for a safe, effective, and appropriate response to wildfires.



◀ **OKANOGAN-WENATCHEE  
NATIONAL FOREST**

## **PROACTIVE THINNING, PRESCRIBED FIRE CHANGES COURSE OF LARGE WILDFIRE**

In a small community nestled in the dry forests of the Cascade Mountains, two red flag warnings within a week didn't result in a single home lost or unacceptable risk to firefighters – despite a 4,000-acre wildfire north of town. What made the difference? Proactive hazardous fuels reduction on thousands of acres of nearby national forest lands on the Okanogan-Wenatchee National Forest. The combination of thinning and burning was tested during a critical 24-hours, as the McLeod Fire threatened to race down a critical drainage and into residents' backyards. Instead of 100-foot flames, the fire laid down to just a few feet tall, allowing firefighters to catch and successfully hold the fire.

## **MEASURING FUEL TREATMENT EFFECTIVENESS**

Wildfires occurred in more than 900 fuel treatment areas during 2018. Analysis of fuel treatment impacts on fire behavior indicates the vast majority of these treated areas helped slow fire behavior, moderate fire intensity, and reduce air quality impacts. In addition, many fuel treatments gave firefighters pre-treated areas to more safely engage in suppression actions.

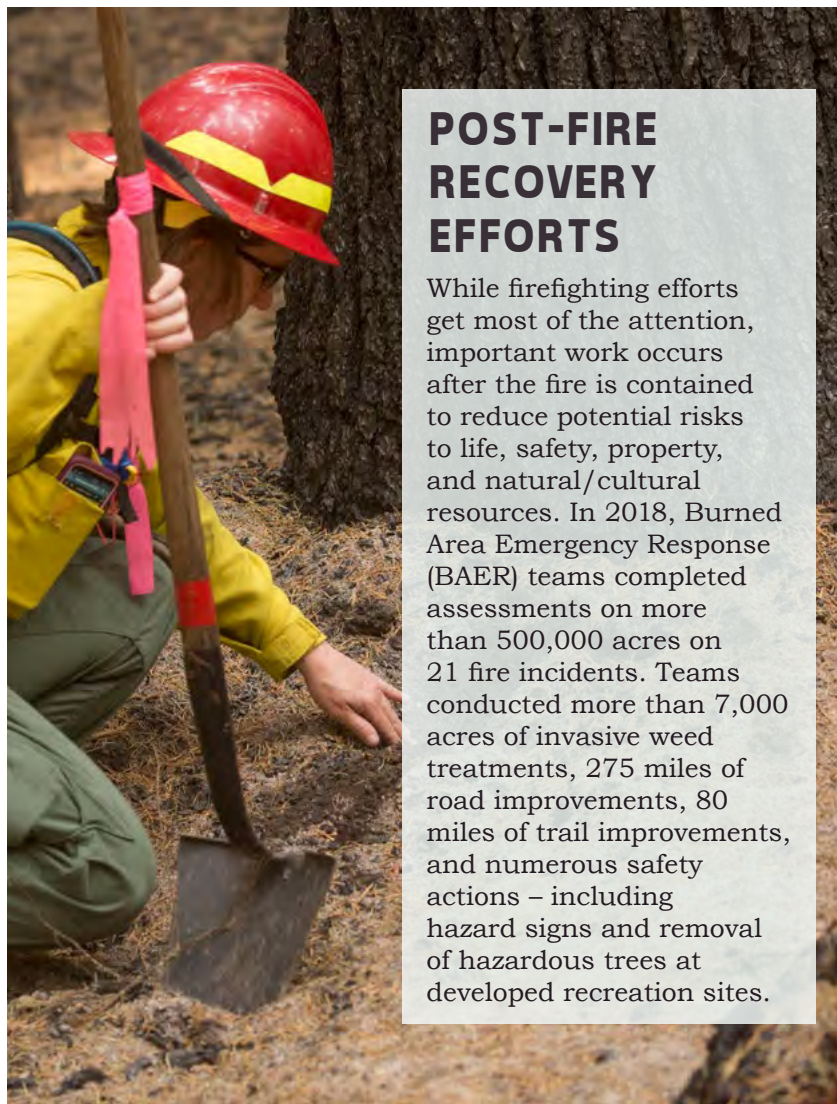
## **QUANTITATIVE WILDFIRE RISK ASSESSMENT HELPS BUILD FIRE- ADAPTED COMMUNITIES**

The Forest Service led an effort to develop a new tool called the Quantitative Wildfire Risk Assessment that helps planners and responders analyze areas with potential for low, moderate, and high losses from wildfires. This tool is being used to help federal, state, and local officials work together in shared stewardship to identify needs and allocate funding for hazardous fuels reduction projects.

UMATILLA NATIONAL FOREST

## USING FIRE TO ENHANCE WILDLIFE HABITAT

The Umatilla National Forest partnered with the Washington Department of Fish and Wildlife to conduct a 1,700-acre cross-boundary prescribed burn to enhance big game habitat. Forest and state employees worked together closely to implement the high-complexity burn, which was mostly funded through the Blue Mountain and Rocky Mountain Elk Foundations.



### POST-FIRE RECOVERY EFFORTS

While firefighting efforts get most of the attention, important work occurs after the fire is contained to reduce potential risks to life, safety, property, and natural/cultural resources. In 2018, Burned Area Emergency Response (BAER) teams completed assessments on more than 500,000 acres on 21 fire incidents. Teams conducted more than 7,000 acres of invasive weed treatments, 275 miles of road improvements, 80 miles of trail improvements, and numerous safety actions – including hazard signs and removal of hazardous trees at developed recreation sites.

### REDUCING WILDFIRE RISK

By working with partners, we are creating fire-adapted landscapes and communities, combined with a sound, risk-based wildfire response.



**272,648 ACRES**  
of restoration and fuels reduction



**152,883 ACRES**  
of wildland-urban interface treatments



**93,794 ACRES**  
of prescribed burns

COLUMBIA RIVER GORGE NATIONAL SCENIC AREA

**AFTER THE EAGLE CREEK FIRE:  
RESTORE, REBUILD, AND REJUVENATE**

Throughout 2018, the Columbia River Gorge National Scenic Area oversaw extensive fire recovery efforts from the 2017 Eagle Creek Fire. The goal was to mitigate post-fire hazards, while repairing and reopening as many sites as possible in this extremely popular recreation corridor. Working closely with partners and agencies, the scenic area developed a volunteer action plan to accelerate recovery. Hazard trees were removed above the interstate, along the Historic Columbia River Highway, and throughout the Multnomah Falls site. At Multnomah Falls, a new rockfall fence was constructed to protect the lodge, and an existing fence along part of the trail to the upper falls was rebuilt to protect pedestrians as they stroll up to Benson Bridge. At Eagle Creek, a damaged suspension bridge was removed to prevent further damage in the event of flash flooding.

“The shocking events of the Eagle Creek Fire have led to an incredible outpouring of service and effort from the partners and public. We know that the public lands of the Columbia River Gorge will continue to be loved and cared for because of the unique partnerships of the area.”  
-MG Devereux, Deputy Director,  
Oregon State Parks





Trail partners were a critical part of the recovery after the Eagle Creek Fire. More than two-thirds of the 122 miles of National Forest System trails impacted were stabilized and reopened by November 2018, thanks to help from partner organizations and volunteers. Pacific Crest Trail Association repaired 52 miles on 18 trails. Trailkeepers of Oregon worked on seven trails in the burned area, hired an intern to coordinate work outings, and hosted more than 80 work outings. Northwest Youth Corps worked on three trails within Mt. Hood National Forest: upper Herman Creek Trail, Eagle Creek Trail, and Indian Springs Trail.





Center, Gifford Pinchot NF

Red Mountain L  
Gifford Pinchot

59

**PUMPKIN**

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Informational sheet with a table structure, likely a checklist or data collection form.



## COMMITMENT: PROVIDE EXCELLENT CUSTOMER SERVICE

Service is part of the agency's name and a core value for the Forest Service. Serving the public and other employees is part of the mission. Service is also key to the agency motto of "caring for the land and serving people."



## WORKING TOGETHER TO PROVIDE THE BEST POSSIBLE SERVICE

### UMPQUA NATIONAL FOREST

The Umpqua National Forest partnered with community volunteers, sister agencies, and the Umpqua Band of the Cow Creek Tribe of Indians to reopen the Colliding Rivers Exploration Center in Glide, Oregon. Dedicated volunteers provide customer service and important information to community members and visitors.

### COLUMBIA RIVER GORGE NATIONAL SCENIC AREA & MT. HOOD NATIONAL FOREST

The Columbia River Gorge National Scenic Area partnered with Travel Oregon and Friends of the Columbia Gorge to develop and launch a Trailhead Ambassador volunteer program. The Mt. Hood National Forest partnered with the Mt. Hood Territories/Clackamas County Tourism to launch a similar Trailhead Ambassador program.

### ▲ MT. HOOD NATIONAL FOREST FOREST LAUNCHES ONLINE CHRISTMAS TREE PERMITS

The Mt. Hood National Forest launched an online program to sell Christmas tree permits to visitors on desktop or mobile devices. The region hopes to expand this online permit system to other forests starting next year.



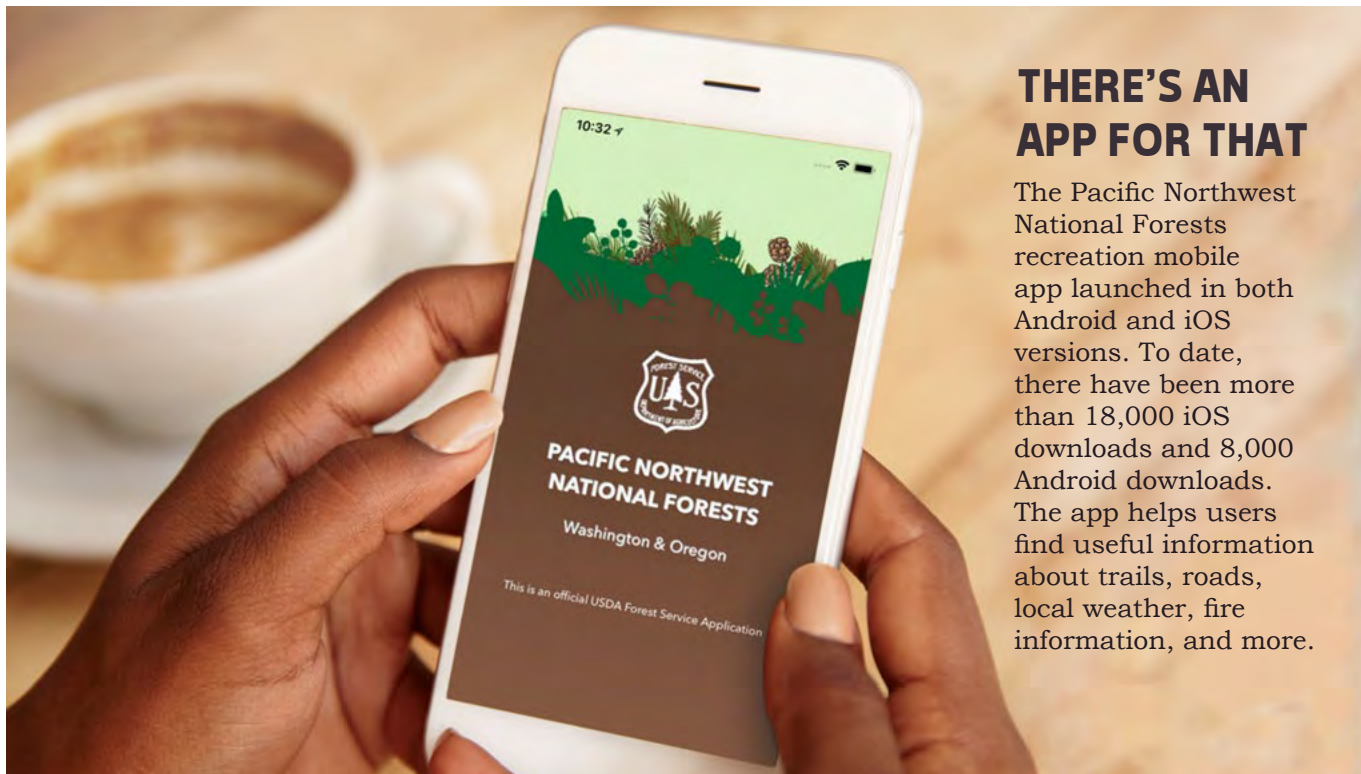
### SPECIAL FOREST PRODUCTS

National forests and grasslands provide a variety of special forest products that can be harvested or collected for recreation, personal use, or as a source of income. In 2018, more than \$1.8 million worth of special forest products were sold in Oregon and Washington.

**63,570** Christmas trees

**1,631** tons of tree boughs





## THERE'S AN APP FOR THAT

The Pacific Northwest National Forests recreation mobile app launched in both Android and iOS versions. To date, there have been more than 18,000 iOS downloads and 8,000 Android downloads. The app helps users find useful information about trails, roads, local weather, fire information, and more.

## OREGON PROVIDES “THE PEOPLE’S TREE”



Oregon had the great honor of providing the 2018 U.S. Capitol Christmas Tree. The “People’s Tree” journeyed 3,000 miles from the Sweet Home Ranger District of the Willamette National Forest to the U.S. Capitol in Washington D.C., following the Oregon Trail in reverse for much of the journey. The theme for the Capitol Christmas Tree was “Find Your Trail!” in recognition of two 2018 anniversaries: the 50th anniversary of the National Trails System Act and the 175th commemoration of the Oregon Trail. The Willamette National Forest, in partnership with Choose Outdoors and Travel Oregon, engaged and inspired countless children and families to make ornaments, connect with their national forests, and find their trail in national forests across the country.

**56,271** bushels of cones

**2,563** tons of salal and other foliage

**216,450** gallons of mushrooms

**889** tons of beargrass

**63,871** pounds of huckleberries

**1,608** pounds of other berries

**13,826** horticultural stock transplants

**80** pounds of seed

**553** thousand board ft. of posts and poles

**95,226** cords of firewood





## **COMMITMENT: ENHANCE RECREATION OPPORTUNITIES, IMPROVE ACCESS, AND SUSTAIN INFRASTRUCTURE**

National forests and grasslands offer some of the most readily available and valuable outdoor recreation settings in the country. Working with public and private recreation partners, the Forest Service is finding creative ways to deliver recreation experiences that better meet the needs of visitors and support local economies.



◀ **GIFFORD PINCHOT  
NATIONAL FOREST**

**MARBLE MOUNTAIN  
WARMING SHELTER  
PARTNERSHIP CREATES  
REFUGE, REST, AND  
CAMARADERIE**

In October 2018, partners, volunteers, and staff from the Gifford Pinchot National Forest celebrated the ribbon cutting ceremony at the new Marble Mountain Sno-Park warming shelter. After the original shelter burned down in 2011, partners and volunteers rallied to rebuild the popular site. The Mount St. Helens Trac Riders, who had maintained the shelter since it was built in 1990, raised funds, helped secure grants, and recruited volunteers to help rebuild. Now, snowmobilers, skiers, and snowshoers can enjoy the warm shelter again.

“When the warming shelter wasn’t here, we’d all be isolated in our RVs or not here because there’s no meeting place. It almost brings tears to my eyes, being able to sit here and watch this. Now we have a place we can call home.”

-Larry Lamkin, president of Trac Riders



**WALLOWA-WHITMAN NATIONAL FOREST**

**VOLUNTEER ORGANIZATION HELPS MAINTAIN  
TRAILS AND CONSERVE HERITAGE SITES**

The national designation of the Hells Canyon/Eagle Cap Wilderness Trail Maintenance Priority Area catalyzed a shift to shared trail stewardship and the establishment of the Wallowa Mountain Hells Canyon Trail Association. In its first year of existence, the group organized ten one-day work parties, and six multi-day backcountry trips. In all, the group maintained or improved more than 80 miles of trail, including clearing brush and sawing more than 850 trees.

**MT. HOOD NATIONAL FOREST**

**IMPROVING ACCESS AT ONE OF THE BUSIEST TRAILS ON THE FOREST**

The Mt. Hood National Forest opened the new Mirror Lake Trailhead on Highway 26 in 2018. With funding and cooperation from the Oregon Department of Transportation and Federal Highway Administration – Western Federal Lands Highway Division, the new trailhead plaza, accessible trail, parking lot, highway improvements, and trail connection will provide safe access to one of the most popular year-round recreation sites in the Pacific Northwest. The project also eliminated hazardous conditions at the old trailhead, where visitors had parked along the busy highway and exited into four-lane traffic.



**GIFFORD PINCHOT NATIONAL FOREST**

**STORIES COME TO LIFE AT WOODS CREEK WATCHABLE WILDLIFE TRAIL**

The Gifford Pinchot National Forest and Mountain View Timberland Library partnered to celebrate the 50th anniversary of both the Timberland Library and the National Trails Act. The partnership launched the Timberland Library Story Trail, an interactive adventure featuring interpretive displays along the route highlighting the area’s scenery and wildlife. The forest also created children’s hiking backpacks containing outdoor essentials that visitors can check out to use while hiking the trail.



Photo courtesy of Oregon Department of Transportation



## ENHANCING ACCESS

The Pacific Northwest Region, in partnership with Northwest Youth Corps, has been collecting data and conducting inventories at approximately 200 developed recreation sites across the region. This information will improve online reservation systems to provide more inclusive and rewarding outdoor recreation opportunities.

### ◀ COLUMBIA RIVER GORGE NATIONAL SCENIC AREA

The Columbia River Gorge National Scenic Area, in partnership with the Oregon Department of Transportation, Travel Oregon, and the Federal Highway Administration – Western Federal Lands Highway Division, expanded the Gorge Express summer transit service between Portland’s Gateway Transit Center and Hood River, with stops at key state and federal recreation sites along the route. The partnership helps reduce traffic congestion and improve safety at popular recreation sites.

### MT. BAKER-SNOQUALMIE NATIONAL FOREST

In partnership with Mountains to Sound Greenway Trust, the Mt. Baker-Snoqualmie National Forest worked to complete the Garfield Ledges Trail and its 40-car parking lot. On National Public Lands Day, volunteers helped build and surface a 35-foot rock wall retention structure, installed 20 drains, and improved two switchbacks and one-half mile of trail.

### SIUSLAW NATIONAL FOREST

## CREATING OPPORTUNITIES TO ENJOY THE OREGON COAST RANGE IN NEW WAYS



The Siuslaw National Forest completed planning for the final portion of the 60-mile Corvallis to Sea (C2C) Trail and issued a permit to partners who will work with the forest to complete the construction and maintain the finished trail. Once complete, the trail will link the Willamette Valley and the Pacific Ocean with a system of trails open to hiking, equestrian use, and mountain biking. Over the years, C2C volunteers have put in over 700 hours of trail maintenance on existing Siuslaw National Forest trails plus hundreds of hours on trails in other national forests in Oregon.

## MT. BAKER-SNOQUALMIE NATIONAL FOREST

### BRINGING DISABLED VETERANS TO THE FOREST

Under a new partnership with the Department of Veterans Affairs, the Mt. Baker-Snoqualmie National Forest hosted an interpretive hike that brought disabled veterans from an outpatient recreational rehabilitation program to the Iron Goat Trail on the Skykomish Ranger District. Veterans learned about the Forest Service, the America the Beautiful Access Pass, local flora and fauna, and local area history.



## CELEBRATING 50 YEARS OF STEWARDSHIP

2018 marked the 50th anniversary of both the Wild and Scenic Rivers Act and the National Trails System Act. Across the region, we celebrated these historic milestones and the five decades of agency, partner, and public stewardship of these national treasures. With 51 Wild and Scenic Rivers encompassing 1,356 river miles, the Pacific Northwest Region has more Wild and Scenic Rivers than any other part of the country. Throughout the year, the agency and partners co-hosted a number of local Wild and Scenic River anniversary-related events, including river cleanups, tours, and festivals. Across the region, we are working with partners and volunteers to help maintain our entire trail system, including our National Scenic, Historic, and Recreation Trails. In 2018, we, along with partners and volunteers, collectively maintained 9,797 trail miles and constructed or reconstructed 71 trail miles.



## LAND ACQUISITIONS INCREASE ACCESS, RECREATION, AND PROTECTION

The region completed five land acquisitions totaling over 4,300 acres across Oregon and Washington to improve access, expand recreation opportunities, safeguard water supplies, and protect important natural and cultural resources. Acquisitions were made using funds from the Land and Water Conservation Fund.



### DELIVERING EXPERIENCES THAT BETTER MEET THE NEEDS OF VISITORS AND SUPPORT LOCAL ECONOMIES

Approximately 409,000 visitors experience Pacific Northwest national forests through permitted outfitters, guides, and tour operators each year. Another 80,000 each year do so by participating in a special recreation event. We're focused on making it easy for these businesses to work with us to provide excellent visitor services by modernizing delivery of our programs. This work enhances public access, increases the agency's ability to issue permits that enable business opportunities, improves consistency, streamlines processes, and increases the role of small businesses operating on national forests to support local economies.

▲ The Forest Service worked closely with the Pacific Crest Trail Association on two significant land acquisitions. In 2018, the 160-acre acquisition of Donomore Meadows on the Rogue River-Siskiyou National Forest contains one of the largest and flattest meadows on the Siskiyou Crest portion of the Pacific Crest Trail, and the 400-acre Stevens Pass/Yodelin parcel on the Okanogan-Wenatchee National Forest provides an important access point to the trail and nearby wilderness areas. The Columbia River Gorge National Scenic Area finalized acquisition of Coyote Meadows, a property surrounded by National Forest System lands near the Coyote Wall and Catherine Creek trail systems. Now in public ownership, this visually stunning and ecologically vital piece of land will improve recreational access to hikers and mountain bikers.





**WILLAMETTE NATIONAL FOREST**

**DESIGNING RECREATION EXPERIENCES THAT SUPPORT LOCAL ECONOMIES**

With a grant from the Federal Highway Administration’s Federal Lands Access Program, the Willamette National Forest and City of Detroit, Oregon began construction of a bicycle and pedestrian trail and reconstruction of the road and parking area for the Cascading Rivers Scenic Bikeway Portal and Detroit Flats Day Use Area. The grand opening at both facilities is scheduled for spring 2019.

**ENHANCING RECREATION**

Each year, more than 15 million visitors spend \$738 million in local communities, support over 6,000 jobs, and generate \$210 million in labor income.



**71 TRAIL MILES**  
constructed or reconstructed



**\$11.9 MILLION**  
in recreation fee revenues invested to enhance recreation opportunities



**9,797 MILES**  
of trail maintained with partners and volunteers

## LEGACY ROADS AND TRAILS PROGRAM: IMPROVING THE TRANSPORTATION SYSTEM AND WATERSHED HEALTH

This year, 59 projects were awarded and/or constructed as part of the Legacy Roads and Trails Program, which includes projects to improve watershed and aquatic habitat conditions through road improvements, decommissioning, storage, maintenance, and improved fish passage.



The Okanogan-Wenatchee National Forest and the Federal Highway Administration – Western Federal Lands Highway Division repaired 25 forest roads and recreation areas that sustained damage in heavy storms and flooding. Crews restored public access to the area and minimized long-term sediment delivery to the watershed.

The Olympic National Forest, along with partners, enhanced or improved 61 miles of stream habitat and removed five fish passage barrier culverts to help restore important fish habitat on the Olympic Peninsula.

## INFRASTRUCTURE THAT ACHIEVES A MORE SUSTAINABLE FACILITY FOOTPRINT

In 2018, national forests in Oregon and Washington reduced their infrastructure footprint by disposing of 69 facilities (over 100,000 square feet of facility space), resolving \$14.5 million in deferred maintenance.

### UMATILLA NATIONAL FOREST

The forest disposed of the deteriorating buildings at the former Dale Ranger Station, which closed due to declining facility budgets, growing deferred maintenance needs, and annual maintenance costs. Prior to demolition, portions of the buildings were removed and repurposed at other Forest Service sites. Flooring was reused at cabin rentals at the historic Fremont Powerhouse, and cabinets were transferred to a Forest Service guard station. Disposing of these facilities will focus funding on improving other facilities.

### MT. BAKER-SNOQUALMIE NATIONAL FOREST

Engineering staff treated and disposed of 6,000 tons of dangerous waste at the Index Shooting Range on the Mt. Baker-Snoqualmie National Forest. As a result, nearly 57 tons of lead were removed from the environment. Forest staff are now conducting long-term monitoring and revegetation.

## GIFFORD PINCHOT NATIONAL FOREST

### RESTORING HIGH ROCK LOOKOUT

The Gifford Pinchot National Forest and White Pass Historical Museum completed safety repairs to the retired High Rock fire lookout, thanks to funding provided by the museum’s “Save the Rock” campaign. Volunteers hauled materials up the 1.6-mile hill by sled. The historic structure was used as an active fire look through the 1990s. The forest hopes to restore the structure to its original condition and have volunteers staff it during the summer months.



## WILLAMETTE NATIONAL FOREST

### PRESERVING SANTIAM PASS SKI LODGE

In the spring of 2018, the Willamette National Forest signed the operating plan and special use permit for the restoration of the Santiam Pass Ski Lodge. Nestled in the High Cascades of western Oregon, the historic lodge was constructed in 1939 by the Civilian Conservation Corps to expand winter recreation opportunities on public lands. For the past three decades, the lodge has sat empty – becoming vulnerable to vandalism and natural elements, such as heavy rain and snow. The lodge will soon undergo renovations to restore its historic character and return it to active use for the public to enjoy.

## UMPQUA NATIONAL FOREST

### **NEW BRIDGE IMPROVES RECREATION OPPORTUNITIES**

The Umpqua National Forest replaced the Cedar Creek trail bridge with the help of youth corps volunteers. The bridge was installed using aerial slings and ropes rather than using a traditionally contracted third-party crane service. Rope systems expertise was provided by Brock Mayo, the National Tree Climbing Program lead trainer from the Dorena Genetic Research Center. The bridge was procured with Secure Rural Schools Title II funds approved by the forest Resource Advisory Committee to make the trail more accessible and to cross Cedar Creek, providing access from the Cedar Creek Campground.



## GIFFORD PINCHOT NATIONAL FOREST

### **WORKING TOWARDS A SUSTAINABLE AND RESILIENT SPIRIT LAKE**

The Gifford Pinchot National Forest continues to advance efforts to develop a sustainable and resilient the Spirit Lake outflow near Mount St. Helens. The National Academies of Science, Engineering and Medicine issued a study to inform a long-term management solution to better address current and future risks associated in the dynamic volcanic landscape. A crew from the Colorado School of Mines conducted geophysical surveys at Mount. St. Helens to improve understanding of the debris blockage that holds Spirit Lake in place. The forest constructed an administrative motorized route to the south shore of Spirit Lake to transport equipment and personnel for tunnel operations and maintenance. Along with a project work boat, the route provides another means of tunnel access, which had been limited to helicopter only. Working with the U.S. Army Corps of Engineers, the forest repaired an 85-foot section of the tunnel's lining. The forest engaged the Ruckelshaus Center to assess moving forward with collaborative efforts in the Toutle River system.



“ This bridge installation was one of the more difficult ones we have been involved with. Every obstacle we ran into was overcome by engaging with our partners and staff, and coming up with unique solutions to difficult problems.”  
-K.C. Briggs, Cottage Grove District Ranger

# IMPROVING ACCESS AND MAINTAINING INFRASTRUCTURE

The Forest Service is working with partners to sustain and improve infrastructure that better meets the needs of employees, visitors, and other users.

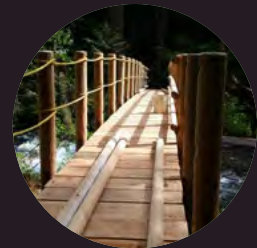


**7  
NEW  
BRIDGES**  
constructed

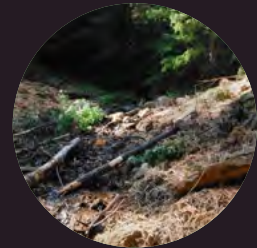


**DECOMMISSIONED  
66 MILES**  
of system and non-system roads to achieve a more sustainable road system

**IMPROVED/  
RECONSTRUCTED  
391 MILES**  
of roads




**AWARDED 11  
BRIDGE  
PROJECTS**  
for construction and/or replacement





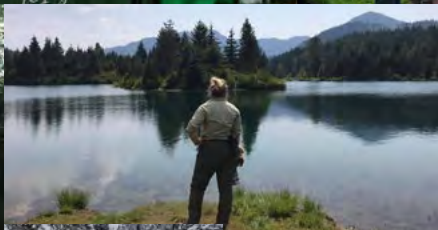
Pacific Northwest Region



**COMMITMENT: INSPIRE AND EMPOWER  
EMPLOYEES THROUGH A RESPECTFUL,  
SAFE WORKING ENVIRONMENT**

The Forest Service is committed to creating and maintaining a work environment in which all people are treated with dignity, fairness, and respect.

“ Thank you to each and every Forest Service employee, volunteer, partner, and contractor for all you do. Caring for the land goes hand in hand with caring for each other. Without one we can't have the other. I encourage you to keep up the excellent work and foster the workplace environment we all need and deserve.”  
 - Glenn Casamassa, Regional Forester



THIS IS WHO WE ARE

When our agency's **PURPOSE** serves as our North Star, when we focus on building strong **RELATIONSHIPS** with people and communities, and when we base everything we do on our agency's shared **VALUES**, we bring our agency's mission to life.

Diversity, Equity, and Inclusion sessions, trainings, and projects

Listen and Learn, Stand Up for Each Other, Bystander Intervention trainings across the region





## REINFORCING OUR COMMITMENT TO A RESPECTFUL, SAFE WORKING ENVIRONMENT FOR ALL

Everything we do depends on a safe, respectful work environment where everyone is treated with dignity, fairness, and respect. Only by ensuring that everyone is welcome and valued for their contributions – from employees, to partners and volunteers, to the public we serve – can we fulfill our mission and live up to our agency’s highest ideals. Over the past year, units across the region have participated in trainings and workplace engagements to help us further this critical work. We look forward to continuing these efforts, working together to create the workplace we deserve.

Established the Regional Employees Advisory Group on Workplace Environment

Middle leader and senior leader training sessions to develop employee leadership skills

Training and engagement sessions for forest frontliner staff

New employee orientations at the regional level and forest level

“6 Minutes for Respect” and “6 Minutes for Safety” sessions



# USDA FOREST SERVICE

## CARING FOR THE LAND, SERVING PEOPLE

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