

MORROW COUNTY BOARD OF COMMISSIONERS MEETING AGENDA
Wednesday, July 26, 2017 at 9:00 AM
Bartholomew Building Upper Conference Room
110 N. Court St., Heppner, OR

- 1. Call to Order - 9:00 AM**
- 2. Pledge of Allegiance**
- 3. City and Citizen Comments** – This is the time provided for individuals wishing to address the Board regarding issues that are not already on the agenda.
- 4. Open Agenda** – This is the time for the Board to introduce subjects that are not already on the agenda.
- 5. Consent Calendar**
 - a. Approve Claims: Accounts Payable dated July 28, 2017; Void Check dated July 19th
- 6. Business Items**
 - a. Review Eastern Oregon Counties Association dues invoice
 - b. Resolution No. R-2017-21 - Appointing the Finance Director to serve as County Auditor (Justin Nelson, County Counsel)
 - c. Bid Results and Authorization to Purchase Used Road Grader (Burke O'Brien, Public Works Director; Matt Scrivner, Assistant Road Master)
- 7. Department Reports**
 - a. Road Department Monthly Report (Matt Scrivner, Assistant Road Master)
 - b. Sheriff's Office Monthly Report (Melissa Ross, Administrative Lieutenant)
 - c. Clerk's Quarterly Report (Bobbi Childers, Clerk)
 - d. Human Resources Quarterly Report (Karen Wolff, Human Resources Director)
 - e. Surveyor Quarterly Report (Stephen Haddock, Surveyor)
 - f. Public Health Department Quarterly Report (Sheree Smith, Public Health Director)
- 8. Executive Session: ORS 192.660(2)(g)** – To consider preliminary negotiations involving matters of trade or commerce in which the governing body is in competition with governing bodies in other states or nations
- 9. Correspondence**
- 10. Commissioner Reports**
- 11. Adjournment**

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

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

Pursuant to ORS 192.640, this agenda includes a list of the principal subjects anticipated to be considered at the meeting; however, the Board may consider additional subjects as well. This meeting is open to the public and interested citizens are invited to attend. Executive sessions are closed to the public; however, with few exceptions and under specific guidelines, are open to the media. The Board may recess for lunch depending on the anticipated length of the meeting and the topics on the agenda. If you have anything that needs to be on the agenda, please notify the

Board office before noon of the preceding Friday. If something urgent comes up after this publication deadline, please notify the office as soon as possible. If you have any questions about items listed on the agenda, please contact Jerry Sorte, Administrative Officer at (541) 676-2529.



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

Item #

This document must be completed for each agenda item submitted for consideration by the Board of Commissioners.

Staff Contact: Jerry Sorte, Administrative Officer
 Department: Board of Commissioners
 Person Attending BOC Meeting (Required):
 Short Title of Agenda Item: Eastern Oregon Counties Association (EOCA) Invoice

Phone Number (Ext): 541-676-2529
 Requested Agenda Date: July 26, 2017

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"/> Discussion Only
<input type="checkbox"/> Public Comment Anticipated:	<input checked="" type="checkbox"/> Discussion & Action
Estimated Time:	Estimated Time: 10 minutes
<input type="checkbox"/> Document Recording Required	<input type="checkbox"/> Department Report
<input type="checkbox"/> Contract/Agreement	<input type="checkbox"/> Other:

<input checked="" type="checkbox"/> N/A	For Contracts and Agreements Only
Contractor/Entity: Oregon Health Authority	
Contractor/Entity Address:	
Effective Dates – From:	Through:
Total Contract Amount:	Budget Line:
Does the contract amount exceed \$5,000? <input type="checkbox"/> Yes <input type="checkbox"/> No	
If Yes, Attach Purchase Pre-Authorization Request if Applicable	

Reviewed By:

_____	Department Head	Required for all BOC meetings
DATE		
_____	Admin. Officer/BOC Office	Required for all BOC meetings
DATE		
_____	County Counsel	Required for all legal documents
DATE		
_____	Finance Office	Required for all contracts; Other items as appropriate.
DATE		
_____	Human Resources	If appropriate
DATE		

Note: All entities must sign documents before they are presented to the Board of Commissioners. Original documents are preferred. Agenda requests, including this completed form and supporting documents, must be received by the Board's office by Noon on the Friday prior to the Board of Commissioners Wednesday meeting. County Counsel and Finance review is required for all contracts.

AGENDA ITEM COVER SHEET

Morrow County Board of Commissioners

(Page 2 of 2)

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1. TITLE OF AGENDA ITEM: Eastern Oregon Counties Association (EOCA) Invoice
 2. ISSUES, BACKGROUND, AND DISCUSSION: The Board of Commissioners Office received an invoice from the EOCA in the amount of \$9,700 for dues. The purpose of this agenda item is for the Board to determine the level of support that they would like to provide to the EOCA. For reference, Morrow County has paid the following dues to the EOCA:

2014-2015 Dues: \$11,317.00

2015-2016 Dues: \$10,800.00

2016-2017 Dues: \$10,800.00

Morrow County also paid the EOCA \$3,250 in 2016 for debt retirement.

Commissioner Russell is the Commissioner that is assigned to represent Morrow County at the EOCA.

3. OPTIONS:

1. Move to pay the EOCA Invoice in the amount of \$9,700.00;
2. Move to pay the EOCA Invoice in another amount;
3. Move to not pay the EOCA Invoice; or
4. Other.

4. FISCAL IMPACT:

The fiscal impact will be dependent on the level of support for the EOCA.

- Attach additional background documentation as needed.

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

- | | |
|---|---|
| <input type="checkbox"/> Clerk (Original for recording) | <input type="checkbox"/> Finance Department (Copy for file) |
| <input type="checkbox"/> Board of Commissioners (Copy for file) | <input type="checkbox"/> Department – For distribution |
| <input type="checkbox"/> Other _____ | |

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

1. TITLE OF AGENDA ITEM: Appointment of County Auditor/Accountant

2. ISSUES, BACKGROUND, AND DISCUSSION:

County counsel and prepared a resolution to appoint Morrow County Finance Director and Morrow County Auditor/Accountant per request of Morrow County Board of Commissioners on July 19, 2017.

3. FISCAL IMPACT:

PER JULY 19, 2017 MEMO FROM JERRY SORTE:

"The duties of the County Auditor/Account will require that additional tasks be completed in the assigned department (presumably Finance). This will put additional requirements on the Finance Department, and I recommend that we explore options to increase staffing in the Finance Department. Likely an additional part-time staff person would be needed to accommodate the additional work load."

4. STAFF RECOMMENDATIONS:

- Attach additional background documentation as needed.

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

- | | |
|---|---|
| <input type="checkbox"/> Clerk (Original for recording) | <input type="checkbox"/> Finance Department (Copy for file) |
| <input type="checkbox"/> Board of Commissioners (Copy for file) | <input type="checkbox"/> Department – For distribution |
| <input type="checkbox"/> Other _____ | |

NOW THEREFORE, BE IT RESOLVED that any current Morrow County Auditor/Accountant appointed by the Morrow County Court or Morrow County Board of Commissioners pursuant to Oregon Revised Statute 210 and/or Morrow County Ordinance MC-A-1-82 is revoked; and

NOW THEREFORE, BE IT FURTHER RESOLVED that the Morrow County Board of Commissioners appoint Morrow County Finance Director Katherine Knop as Morrow County Auditor/Accountant, with all authority granted to that position in Oregon Revised Statute Chapter 210 and Morrow County Ordinance MC-A-1-82.

ADOPTED by the Morrow County Board of Commissioners, this 26th day of July, 2017.

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

Melissa Lindsay, Chair

Don Russell, Commissioner

Jim Doherty, Commissioner

Approved as to Form:

Morrow County Counsel

Attest:

Bobbi Childers, County Clerk

Filed 3-10-82
Barbara Blockswortz
Co. Clerk

An Ordinance Creating the Office of)
County Auditor, setting general)
duties of the office and declaring) ORDINANCE NO. MC-A-1-82
an emergencies.....)

WHEREAS, ORS Chapter 210 now provides the authority
for counties to appoint county auditors:

NOW, THEREFORE, the County Court of Morrow County ordains
as follows:

Section 1 There is hereby created the position of county
auditor to be filled by appointment of the County
Court.

Section 2 The county auditor shall qualify as provided in
ORS 210.120 within 30 days from the time of appointment.
Should the County Court require a bond in addition to
the bond requirement under ORS 210.120, the county
shall be liable for payment of the additional cost of
such bond.

Section 3 The county auditor shall perform such duties as
may be described by statute or ordinance. The county
auditor shall receive all demands, accounts or claims
against the county, together with evidence in support
thereof.

Section 4 The county treasurer shall pay or endorse "not
paid for want of funds" on all orders for payment
delivered by the county auditor after audit and approval
of the underlying claims.

Section 5 The county auditor shall maintain records of all
claims presented, together with the evidence and support
thereof, and shall keep a record showing at all times
the financial status of the county. The auditor shall
keep such other records as may be required by the county
court and shall keep them in the manner required by law.

Section 6 The county auditor shall make monthly reports to
the County Court showing the state of the finances of
the county and the orders for payments submitted during
the month, which report shall be filed. The auditor
shall make an annual report at the close of the fiscal
year showing the total of all claims allowed and fiscal
transactions during the preceding year. The annual
report shall be submitted within 30 days after the close
of the fiscal year.

Section 7 Because this ordinance is necessary for the immediate preservation of the health, safety, and general welfare of the citizens of Morrow County, an emergency is declared to exist, and this ordinance shall be effective immediately upon its adoption.

Date of Adoption: March 10, 1982

BY ORDER OF THE MORROW COUNTY COURT

Arnold W. Lloyd
Morrow County Judge

Kevin A. May
Morrow County Commissioner

Barbara Kachis
Morrow County Commissioner

ATTEST: *Barbara Bloodsworth*
Barbara Bloodsworth,
County Clerk

Chapter 210 — County Accountants

2015 EDITION

COUNTY ACCOUNTANTS

COUNTIES AND COUNTY OFFICERS

- 210.100 Creation of office of county accountant
- 210.120 Oath of accountant; bond or letter of credit; requirements for sureties and letter of credit issuers
- 210.130 Additional bond or letter of credit
- 210.140 Liability for acts of assistants
- 210.150 Bond or letter of credit of assistants
- 210.160 Auditing and payment of accountant's salary; auditing of other demands
- 210.170 Auditing and allowing claims; financial records and reports
- 210.180 Necessity for audit of all county payments
- 210.190 Limitations on allowance of demands
- 210.200 Claim investigational powers
- 210.210 Duties and powers of accountant
- 210.220 System of accounts and statements; inspection of books
- 210.230 Preparation, distribution and use of official receipts

210.010 [Amended by 1963 c.519 §33; 1979 c.492 §4; repealed by 1981 c.216 §14]

210.100 Creation of office of county accountant. The governing body of any county may by ordinance create an office of county accountant. [1981 c.216 §1; 1983 c.310 §2]

210.110 [Repealed by 1981 c.216 §14]

210.120 Oath of accountant; bond or letter of credit; requirements for sureties and letter of credit issuers. The person appointed to the office of county accountant shall qualify within 30 days from the time of the appointment by taking and filing with the clerk of the county an oath to faithfully perform the duties of office, and by executing an official bond, with sureties to be approved by the board of county commissioners, or an irrevocable letter of credit, in either case in the sum of \$20,000. The bond or letter of credit shall contain a condition that the principal will faithfully perform the official duties then or which may thereafter be imposed upon or be required of the principal by law, and that at the expiration of the term of office the principal will surrender to any successor all property, books, papers and documents that may come into the possession of the principal. Any bond shall be executed by a lawfully authorized surety company, or by two sureties who shall each justify in the amount required by the bond; and any letter of credit shall be issued by an insured institution, as defined in ORS 706.008. When there are more than two sureties, or more than two letter of credit issuers, they shall justify in an amount which the aggregate shall equal double the amount of the bond or letter of credit. Every surety upon such official bond other than lawfully authorized surety companies must make an affidavit, which shall be indorsed upon the bond, that the surety is a resident and freeholder in the county in which the bond is filed, and worth in property situated in the county, exclusive of encumbrances thereon, double the amount of the undertaking over and above all sums for which the surety is already liable or in any manner bound, whether as principal, indorser or surety, and whether such prior obligation or liability is conditional or absolute, liquidated or unliquidated, due or to become due. All persons offered as sureties on official bonds may be examined on oath as to their qualifications by the officers whose duty it is to approve the bond. [Amended by 1981 c.216 §2; 1983 c.310 §3; 1991 c.331 §47; 1997 c.631 §427]

210.130 Additional bond or letter of credit. Whenever, in the opinion of the board of county commissioners, the county accountant's letter of credit, bond or any surety thereon becomes insufficient, the board shall require an additional bond or letter of credit. An additional bond or letter of credit shall also be required when a surety to a bond dies or ceases to be a resident of the county. The county accountant or any of the deputies of the accountant, who are required by law to give bonds or letters of credit, may present as surety any lawfully authorized surety company, to be approved by the county commissioners, and the commissioners may pay the premium thereon. [Amended by 1981 c.216 §3; 1983 c.310 §4; 1991 c.331 §48; 2005 c.22 §160]

210.140 Liability for acts of assistants. A county accountant shall be liable on the official bond required under ORS 210.120 or 210.130 for the acts and omissions of any deputies, assistants, clerks and employees appointed by the county accountant, and the official bond shall contain such a condition. [Amended by 1981 c.216 §4; 1983 c.310 §5]

210.150 Bond or letter of credit of assistants. A county accountant may require the deputies, clerks, assistants and employees of the accountant to give bonds of indemnity, with sufficient sureties, or to give an irrevocable letter of credit issued by an insured institution, as defined in ORS 706.008, for the faithful performance of their duties. [Amended by 1981 c.216 §5; 1983 c.310 §6; 1991 c.331 §49; 1997 c.631 §428]

210.160 Auditing and payment of accountant's salary; auditing of other demands. The demand of a county accountant for monthly salary shall be audited, allowed and ordered paid by the board of county commissioners. All other demands on account of salaries, or otherwise, fixed by law or otherwise and made payable out of the treasury, must be approved by the accountant before being ordered paid. [Amended by 1965 c.251 §5; 1981 c.216 §6; 1983 c.310 §7]

210.170 Auditing and allowing claims; financial records and reports. (1) The county accountant shall be the accounting officer of the county. All demands, accounts or claims against the county shall be presented to the accountant with the necessary evidence in support thereof, and the accountant shall examine and audit the same. If the accountant finds such demands, accounts or claims correct, lawful, just and valid, and authorized by the board of county commissioners, the accountant shall indorse them as audited and approved, with the date thereof. After auditing and approving any such claim, the accountant shall draw an order on the county treasurer for the payment thereof, which order the county treasurer shall, when presented, either pay or indorse "Not paid for want of funds," as provided in ORS 208.020.

(2) If a demand, claim or account and evidence in support thereof is not sufficient to satisfy the accountant as to its correctness, lawfulness, justness or validity, the accountant shall indorse the same as audited and rejected, with the date thereof, and report the same to the board of county commissioners with such explanation as the accountant may deem necessary.

(3) The accountant shall receive and preserve in the office of the accountant all accounts, books, vouchers, documents and papers relating to the accounts and contracts of the county, its debts, revenues and other financial affairs.

(4) The accountant shall give information as to the exact condition of the treasury and of every fund thereof upon demand by the board of county commissioners, or any member thereof.

(5) All claims approved and ordered paid shall be numbered consecutively, and the order drawn for the same shall designate the fund out of which it is payable. [Amended by 1981 c.216 §7; 1983 c.310 §8]

210.180 Necessity for audit of all county payments. Any law or rule providing for the payment of any demand of any kind or nature, except the salary of the county accountant, out of

the treasury or any fund thereof, whether from public funds or private funds deposited therein, shall be construed as requiring auditing and approval by the accountant, and an order of the board of county commissioners before payment. No order or warrant for the payment of any demand shall be valid, either in the hands of the original payee or holder, or any transferee or assignee thereof, unless the demand for which the same was issued shall have been first duly audited and approved by the accountant. [Amended by 1981 c.216 §8; 1983 c.310 §9]

210.190 Limitations on allowance of demands. No demand shall be allowed by a county accountant in favor of:

(1) Any corporation or person in any manner indebted to the county, except for taxes not delinquent, without first deducting the amount of any indebtedness of which the accountant has notice.

(2) Any person having the collection, custody or disbursement of the public funds, unless the account of the person has been presented, passed upon, approved and allowed.

(3) Any officer who has neglected to make official returns or reports in the manner and at the time required by law or the requirements of the board of county commissioners.

(4) Any officer who has neglected to comply with any provision of law regulating the duties of the officer.

(5) Any officer or employee for time absent without legal cause from the duties of such officer or employee during office hours. The accountant must always examine on oath any person receiving a salary from the county touching such absence. [Amended by 1981 c.216 §9; 1983 c.310 §10]

210.200 Claim investigational powers. A county accountant may administer oaths. The accountant may require any person presenting for settlement an account or claim for any cause against the county to be sworn before the accountant touching such account or claim, and when so sworn to answer orally as to any facts relative to the justice and items of such account or claim. No demand shall be approved, allowed, audited or paid unless it specifies each item, date and amount composing it. [Amended by 1981 c.216 §10; 1983 c.310 §11]

210.210 Duties and powers of accountant. A county accountant shall:

(1) Keep a register of all claims presented against the county and place upon each a uniform mark or stamp, to indicate that it has been examined by the accountant.

(2) Keep an account with each department of the county government and with each county official.

(3) Check the deposits made with the county treasurer, by the several officers, of the fees received daily by them, and the fines, forfeited bails and all county, school, road, state or other funds received from any source and deposited with the county treasurer.

(4) Establish and maintain, in each department and office of the county, such system of keeping accounts and transacting the county business as shall secure accuracy, economy and protection of the county's interests.

(5) At all times have access to any and all public books, records, and documents kept by the various officers of the county.

(6) See that all fees, dues or funds of any description, or on any account to which the county is entitled, are deposited with the county treasurer; and immediately report to the board of county commissioners any officer in default in this regard.

(7) Examine all reports of sheriffs, as to the collection of taxes, and all other general or special reports of officers or persons where any of the county's finances are involved, and report to the board of county commissioners findings and recommendations in each case.

(8) Prepare and publish, at the close of business on June 30 of each year, a statement showing the contracts entered into by the county for the year covered by the report, the name of the contractor, the work contracted for, the amount of the same, whether the bonds were required and the amount and whether let privately or by public bidding, and also publish a certified statement of the assets and liabilities of the county.

(9) Prepare at least once in each calendar year an exhibit of all receipts and disbursements of the county fund for the year. Such exhibit shall also include a detailed statement of the expenses of the county, segregated as to each office and each department of the county government and business, showing the total amounts for which warrants or orders were issued or drawn during the year, and a statement showing the total amount of money paid into the county treasury for the year, from what source derived, and the amounts apportioned to the various funds. [Amended by 1981 c.216 §11; 1983 c.310 §12; 1991 c.683 §1]

210.220 System of accounts and statements; inspection of books. A county accountant shall establish a standard system of keeping accounts and a uniform method of statements for the same. The books of the accountant shall at all times be subject to the inspection of the board of county commissioners, or any member thereof, and of the grand jury, or to any person or persons appointed by the board or by the grand jury to examine the same. [Amended by 1981 c.216 §12; 1983 c.310 §13]

210.230 Preparation, distribution and use of official receipts. (1) A county accountant shall have prepared suitable forms of receipts, and from time to time shall deliver to the treasurer and to every officer authorized by law to charge any fee, commission, percentage, allowance or compensation for the performance of any official duty, as many official receipts as may be required, charging such officers for them.

(2) When the books or rolls containing receipts are exhausted by the officer receiving them, the officer shall file a record of the receipts issued and keep the same in convenient form for examination.

(3) Whenever any receipt is issued by any officer, it shall contain the date issued, the name of the person making payment, the amount of payment, the nature of the service for which the charge is made and the name and official designation of the officer performing the service. Corresponding entries shall appear on each record of the receipt.

(4) The receipt shall be given to the person making payment, and at the close of each day a record of such receipts shall be filed with the accountant.

(5) Each officer receiving any fee, commission, percentage, allowance or compensation, as described in this section, shall, on or before the fourth day of each month, pay the same to the treasurer and take a receipt therefor.

(6) The treasurer shall, on or before the fifth day of each month, file duplicates of all receipts issued by the treasurer with the accountant.

(7) All such payments by officers to the treasurer shall be accompanied by an itemized statement of the various services for which charges were made and the amount of each charge. Each officer shall file a duplicate of the statement with the accountant.

(8) Every officer receiving blank receipts from the accountant shall, on or before the fifth day of each month, exhibit to the accountant all unused receipts remaining. [Amended by 1981 c.216 §13; 1983 c.310 §14]

210.310 [Repealed by 1959 c.174 §6]

210.320 [Repealed by 1981 c.216 §14]

210.330 [Repealed by 1981 c.216 §14]

210.340 [Repealed by 1981 c.216 §14]

210.350 [Repealed by 1981 c.216 §14]

210.360 [Repealed by 1981 c.216 §14]

210.370 [Repealed by 1981 c.216 §14]

210.380 [Repealed by 1981 c.216 §14]

210.390 [Repealed by 1981 c.216 §14]

210.400 [Repealed by 1981 c.216 §14]

210.410 [Repealed by 1981 c.216 §14]

210.420 [Repealed by 1981 c.216 §14]

210.430 [Repealed by 1981 c.216 §14]

210.440 [Repealed by 1981 c.216 §14]

210.510 [1953 c.570 §1; 1965 c.341 §1; repealed by 1981 c.216 §14]

210.520 [1953 c.570 §2; repealed by 1965 c.341 §2]

210.530 [1953 c.570 §3; repealed by 1981 c.216 §14]

CHAPTERS 211 TO 213

[Reserved for expansion]

2.04.040 Special meetings. Special meetings may be called by any two members of the county court upon twenty-four hours' notice to the other county commissioners, the news media and the general public. In the case of an actual emergency, a special meeting may be held upon such notice as is appropriate to the circumstances. (Ord. MC-C5 §4, 1981)

Chapter 2.08

COUNTY AUDITOR

Sections:

- 2.08.010 Position created--Appointment.
- 2.08.020 Qualifications--Bond.
- 2.08.030 Powers and duties.
- 2.08.040 Recordkeeping duties.
- 2.08.050 Payment of orders.
- 2.08.060 Reports to the county court.

2.08.010 Position created--Appointment. There is created the position of county auditor, to be filled by appointment of the county court. (Ord. MC-A-1-82 §1, 1982)

2.08.020 Qualifications--Bond. The county auditor shall qualify as provided in ORS 210.120 within thirty days from the time of appointment. Should the county court require a bond in addition to the bond requirement under ORS 210.120, the county shall be liable for payment of the additional cost of such bond. (Ord. MC-A-1-82 §2, 1982)

2.08.030 Powers and duties. The county auditor shall perform such duties as may be described by statute or ordinance. The county auditor shall receive all demands, accounts or claims against the county, together with evidence in support thereof. (Ord. MC-A-1-82 §3, 1982)

2.08.040 Recordkeeping duties. The county auditor shall maintain records of all claims presented, together with the evidence and support thereof, and shall keep a record showing at all times the financial status of the county. The auditor shall keep such other records as may be required by the county court, and shall keep them in the manner required by law. (Ord. MC-A-1-82 §5, 1982)

2.08.050 Payment of orders. The county treasurer shall pay, or endorse "not paid for want of funds" on all orders for payment delivered by the county auditor after audit and

approval of the underlying claims. (Ord. MC-A-1-82 §4, 1982)

2.08.060 Reports to the county court. The county auditor shall make monthly reports to the county court showing the state of the finances of the county, and the orders for payments submitted during the month, which report shall be filed. The auditor shall make an annual report at the close of the fiscal year, showing the total of all claims allowed and fiscal transactions during the preceding year. The annual report shall be submitted within thirty days after the close of the fiscal year. (Ord. MC-A-1-82 §6, 1982)

Chapter 2.12

PLANNING COMMISSION

Sections:

- 2.12.010 Established--Number of members--Statutory authority.
- 2.12.020 Organization and officers.
- 2.12.030 Powers and duties.

2.12.010 Established--Number of members--Statutory authority. There is established in Morrow County, Oregon, a county planning commission of nine members, under the authority of the Oregon Revised Statutes. (Ord. MC-C-3-85 §1, 1985: §1 of Ord. dated 4/6/60)

2.12.020 Organization and officers. As soon as possible after their appointment, the members of the planning commission shall organize by the election of a chairman and secretary, and adopt rules for the transaction of the business of the planning commission. (§2 of Ord. dated 4/6/60)

2.12.030 Powers and duties. The planning commission shall exercise the powers conferred upon it by state law. (Ord. MC-C-3-85 §3, 1985: §3 of Ord. dated 4/6/60)

Chapter 2.16

JUSTICE COURTS

Sections:

- 2.16.010 Fifth and Sixth Districts consolidated.
- 2.16.020 Location of courts.

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

1. TITLE OF AGENDA ITEM: Bid results and authorization of used road grader purchase
2. ISSUES, BACKGROUND, AND DISCUSSION: Public works requested bids for a 2012 John Deere 772 all-wheel drive grader with less than 3,000 hours. Must include Heinke front plow, Heinke benching wing and Top-con 3D grading accessories. Bids were due by July 24th at 4:00 pm.
3. OPTIONS: N/A
4. FISCAL IMPACT: Estimated purchase price to be \$ 210,000.00
5. STAFF RECOMMENDATIONS: Authorization of purchase
6. SUGGESTED ACTION(S) / MOTION(S): Approval

- Attach additional background documentation as needed.

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

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



Purchase Pre-Authorization Request

Purchase pre-authorization is required prior to all purchases in excess of \$5,000.

DATE: July 21, 2017

RE: Purchasing Policy

It shall be the policy of Morrow County to require the Finance Director to sign-off on all major purchases. Examples of major purchases may include trips and conferences, lease agreements, or equipment and should include all capital outlay purchases.

Normal operating supplies such as paper, even in large quantities, would not require a sign off. This is particularly important for purchases not anticipated at the time of budget, such as a piece of equipment that breaks down.

The purchasing sign-off should take place before the request comes to the County Court for pre- approval. This allows the County Court to be aware of the expenditure before the obligation is incurred and to be assured that there are adequate funds to cover the request.

Staff Contact: **Burke O'Brien / Matt Scrivner**

Phone Number: **541-989-9500**

Department: **Public Works / Road**

Date: **7/21/2017**

Purchase Amount: **\$ 210,000.00 (estimated)**

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

Is the purchase a "public improvement?" No

Yes, Address ORS 279C

Does the purchase amount exceed \$10,000? No

Yes, See Page 2 Description:

Finance Director signature

Department signature

7/21/2017

Board of Commissioners

Date

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

Finance Department (Signed Original) Department (Copy for file)

BOC Office (Copy for file)

**Purchase Pre-Authorization Request - Addendum for Intermediate Procurements
Purchases in Excess of \$10,000 but less than \$150,000**

Note: The County may not artificially divide or fragment a procurement so as to constitute an intermediate procurement under this section. Purchases in excess of \$150,000 require a formally solicited Request for Proposals.

Requirements of ORS 279B.070:

(3) When conducting an intermediate procurement, a contracting agency shall seek at least three informally solicited competitive price quotes or competitive proposals from prospective contractors. The contracting agency shall keep a written record of the sources of the quotes or proposals received. If three quotes or proposals are not reasonably available, fewer will suffice, but the contracting agency shall make a written record of the effort the contracting agency makes to obtain the quotes or proposals. [ORS 279B.070(3)]

Quote/Proposal 1: Rowand Machinery (Due July 24th @ 4:00pm)

Quote/Proposal 2: Western states Caterpillar (Due July 24th @ 4:00pm)

Quote/Proposal 3: Modern Machinery (Due July 24th @ 4:00pm)

*Attach documentation as needed

(4) If a contracting agency awards a contract, the contracting agency shall award the contract to the offeror whose quote or proposal will best serve the interests of the contracting agency, taking into account price as well as considerations including, but not limited to, experience, expertise, product functionality, suitability for a particular purpose and contractor responsibility under ORS 279B.110. [ORS 279B.070(3)] Staff Recommendation: Public works has requested bids for a 2012 John Deere grader with hours not to exceed 3,000 hours. Bids are to be received by 4:00pm on July 24th. Final bids will be scanned to finance immediately following opening at 4:30pm on July 24th for final review.

Roberta Lutcher

From: Sandra Pointer
Sent: Monday, July 24, 2017 4:45 PM
To: Roberta Lutcher
Subject: Bid opening
Attachments: 3568_001.pdf

Roberta,

We had the bid opening at 4:30 pm these are the bid documents that will need to go with the packets. We will discuss recommendation on Wednesday at court.

Morrow County Public Works

Sandi Pointer

Management Assistant

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

Lexington, OR. 97839

541-240-1761 Cell Phone

541-989-9500 Office

541-989-8352 Fax

spointer@co.morrow.or.us

Road, Airport, Waste Management, Parks and General Maintenance

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



4428 E Trent
Spokane WA 99212

Phone: (509) 535-1654

Toll Free: (800) 541-0754

Fax: (509) 534-6754

Web Site: www.modernmachinery.com

Morrow County Public Works
Lexington Oregon

7-21-17

Attn: Sandra Pointer

Sandra, in response to your request for quote on the used motorgrader. Modern machinery at this time does not have a suitable machine meeting specs. to offer. At this time we will submit a "No Bid" on your request. I want to thank you for the opportunity, and look forward to any upcoming opportunities that you may have.

Thank you,

A handwritten signature in cursive script that reads "Jim Holland".

Jim Holland

Quote Id: 15741574

Prepared For:
MORROW COUNTY ROAD DEPARTMENT



Prepared By: **RALPH GOODWIN**

Rowand Machinery Company
1907 E James St
Pasco, WA 99301

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

Date: 19 July 2017

Offer Expires: 04 August 2017

Confidential



Quote Summary

Prepared For:
MORROW COUNTY ROAD DEPARTMENT
Highway 74
Lexington, OR 97839
Business: 541-988-8554

Prepared By:
RALPH GOODWIN
Rowand Machinery Company
1907 E James St
Pasco, WA 99301
Phone: 509-547-8813
Mobile: 509-995-4706
rgoodwin@rowand.com

Quote Id: 15741574
Created On: 19 July 2017
Last Modified On: 19 July 2017
Expiration Date: 04 August 2017

Equipment Summary	Selling Price	Qty	Extended
2012 JOHN DEERE 772G MOTOR GRADER with 6WD - 1DW772GPTCE643601	\$ 195,000.00 X	1 =	\$ 195,000.00
2013 HENKE FV12 ALL HYDRAULIC 6 WAY FOLDING V PLOW	\$ 7,500.00 X	1 =	\$ 7,500.00
HENKE AHW 12RR 60" BENCHING SNOW WING - 15940	\$ 7,500.00 X	1 =	\$ 7,500.00
Equipment Total			\$ 210,000.00

Quote Summary

Equipment Total	\$ 210,000.00
SubTotal	\$ 210,000.00
Total	\$ 210,000.00
Down Payment	(0.00)
Rental Applied	(0.00)
Balance Due	\$ 210,000.00

Salesperson : X

Accepted By : X _____



Selling Equipment

Quote Id: 15741574

Customer: MORROW COUNTY ROAD DEPARTMENT

2012 JOHN DEERE 772G MOTOR GRADER with 6WD - 1DW772GPTCE643601

Hours: 2392

Stock Number: 6468

Code	Description	Qty
8470T	772GP Motor Grader	1
Standard Options - Per Unit		
8470T1020	Electro Hydraulic Controls	1
8470T1130	9.0L eng, EPA tier IV	1
8470T1220	Alternator 130 Amp	1
8470T1320	No quick service	1
8470T1410	Standard Fuel Lines	1
8470T1520	No fast fill fuel system	1
8470T1610	Hydraulic Pump disconnect	1
8470T1700	JDLink Ultimate	1
8470T1830	Black Exhaust Stack	1
8470T1910	Blade impact absorption st	1
8470T2060	14' X 24" x 7/8" MB	1
8470T2230	Circle inst nyl/brnz sd w/l	1
8470T2320	No rev overlay end bits	1
8470T2410	No moldboard extensions	1
8470T2605	English operator manual	1
8470T4421	14R24 tire w/1 piece rim	1
8470T5060	EH low cab w/windows	1
8470T5510	Autoshift transmission	1
8470T5710	Trans valve solenoid gua	1
8470T5810	Grease, oil, fuel & coolant	1
8470T6030	No cab precleaner	1
8470T6140	Prem post/cont fab EH	1
8470T6595	EH frt w/3 aux/ mid w/3 a	1
8470T6650	EH place holder	1
8470T6740	Balderson lift group	1
8470T6810	Rear ripper/scarifier comb	1
8470T7130	Std light pkg w/LED color	1
8470T7520	1400 CCA battery, 9.0L	1
8470T7820	No front fenders	1
8470T8120	25 amp 25V to 12V conver	1
8470T8220	External heated mirrors	1
8470T8310	Lower front int wiper/was	1
8470T8410	Radio AM/FM/WB w/CD	1
8470T8510	A/C Charge	1



Selling Equipment

Quote Id: 15741574

Customer: MORROW COUNTY ROAD DEPARTMENT

8470T8730	No sound absorption	1
8470T8810	Rear camera	1
8470T9070	Circle drive slip clutch	1
8470T9280	SMV sign with bracket	1
8470T9360	Heater eng coolant, 120V	1
8470T9430	9 extra scfr shanks w/tee	1
8470T9440	2 extra ripper shnks w/tet	1
9010SG-08	Topcon Kit Common 3D Grader GPS IGC GP	1
9050-01	Topcon 915SS Radio Antenna	1
9220G-05	Topcon Ready Hardware Grader Kit	1

Warranty Coverage			
Warranty Type	Coverage Term	Expiration Date	Days Remaining
BASIC WARRANTY	BASIC 12M	30-Mar-2013	0
STRUCTURALL	STRUCTURAL 36M/10000H	29-Mar-2015	0
EXTENDED WARRANTY (POWERTRAIN & HYDRAULIC)	EXT PT&H W/ DIAG 60 M/5000 H	28-Mar-2017	0
EMISSIONS WARRANTY	EMISSION 60M/3000H	30-Mar-2017	0

2013 HENKE FV12 ALL HYDRAULIC 6 WAY FOLDING V PLOW

Hours: 0
Stock Number: 9236

Code	Description	Qty
FV12 Plow	FV12 12' folding V snow plow	1

HENKE AHW 12RR 60" BENCHING SNOW WING - 15940

Hours: 0
Stock Number: 7153

Code	Description	Qty
	Snow Plow Lift Group	1

WARRANTY: Seller warrants these products to be free from defects in material and workmanship to the extent only that, and seller's obligation and liability under this warranty shall be limited to, such warranties as are given in connection therewith by the respective manufacturers of such products, and all such warranties are limited to replacing, free of charge, at the factory of the manufacturer any part or product proving defective under normal use and service within such time as is prescribed by the manufacturer thereof. This warranty is in lieu of all other warranties, if any, express or implied, and the obligation and liability of seller under this warranty shall not extend beyond the manufacturer's warranty thereof, and shall not include any transportation or other charges or the cost of installation or any liability for direct, indirect or consequential damages or delay from such defect in any of such products.

LIMITATION OF PURCHASER'S REMEDIES: Purchaser's remedies for any damages or losses due to seller's negligence in the repair of or replacement of any part or parts of the above-described machine shall be limited to the cost of repair or replacement of the defective part or parts of said machine only, and shall not extend to any consequential damages or any other losses or damages suffered by purchaser due to failure of said machine or any part thereof. Purchaser's right to the above remedies is conditioned upon purchaser's prompt notification to seller of any defect and cooperation with seller in order to effect any repairs necessary as seller's discretion.

OTHER: Prices subject to change without notice, and offers from stock subject to prior sale and applying to this proposal only. Orders accepted only at our office and subject to credit approval and execution of one of our form contracts. If unable to furnish goods specified, privilege is reserved to cancel such items and deduct purchase price thereof from contract. All promises of shipment are estimated as closely as possible. We use our best efforts in every case to ship within the time promised but cannot guarantee to do so. Orders for special goods and factory shipments are not subject to cancellation under any circumstances. Contracts are made contingent upon accidents, strikes and other causes unavoidable and beyond our control. Any tax upon sales, or any tax or charge of a similar nature, imposed by any law now or hereafter in force, shall be added to the price hereunder and paid for by the buyer.

REQUEST FOR BIDS

Morrow County Public Works is accepting bids for the purchase of a 2012 JOHN DEERE 772G Motor Grader with 6WD OR equivalent, Hours of operation must not exceed more than 3000 hours. Must include Electro Hydraulic Controls, Alternator 130 AMP, Autoshift transmission, Balderson lift group, Read ripper/Scarifier comb, External heated mirrors, Radio AM/FM/WB w/CD, Rear Camera system, 9 Extra scfr shanks w/ tee and 2 extra. In addition must include 2013 Henke FC12 ALL Hydraulic 6 way folding V plow or equivalent, Henke AHW 12RR 60" benching snow wing, Full Topcon Kit Common 3D Grader GPS system and accessories.

Bids must be received at the Morrow County Public Works Office, P.O. Box 428, 365 W. Hwy 74, Lexington, OR 97839 by **4:00 pm Monday July 24th 2017**. Bids must be in a sealed envelope marked "Bid". Bids will be opened Monday July 24th 2017 at 4:30pm at 365 W. Hwy 74, Lexington, OR 97839 For additional information contact Morrow County Public Works 541-989-9500.

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

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



Cat[®]

140M2/140M2 AWD

MOTOR GRADERS

FEATURES:

- **Operator Station** – A revolutionary cab design provides unmatched comfort, visibility and ease of use, making the operator more confident and productive.
- **Engine and Power Train** – Combining power management with ACERT™ Technology delivers maximum power and efficiency while reducing the environmental impact. M Series 2 Motor Graders meet U.S. Tier 4 Interim/EU Stage IIIB emission standards.
- **Structures, Drawbar, Circle and Moldboard** – Durable structures with fast and simple DCM adjustments deliver precise material control while lowering operating costs.
- **Hydraulics** – The M Series 2 Motor Grader electro-hydraulics enable advanced machine controls with precise and predictable movements.
- **Integrated Technologies** – Full systems integration optimizes machine performance and availability.
- **All Wheel Drive (AWD)** – Maximum productivity with six powered wheels. Hydrostatic Mode powers only the front wheels, perfect for precise finish work. Steering Compensation adjusts the outside front tire speed for tighter turns, less scuffing and tire wear, and improved control.

Specifications

Engine

Engine Model	Cat [®] C9.3 ACERT™	
Emissions	U.S. Tier 4 Interim/EU Stage IIIB	
Base Power (1st gear) – Net	144 kW	193 hp
Base Power (1st gear) – Net (Metric)		196 hp
VHP Plus range – Net	144-181 kW	193-243 hp
VHP Plus range – Net (Metric)		196-246 hp
AWD range – Net	151-196 kW	202-263 hp
AWD range – Net (Metric)		205-267 hp
Displacement	9.3 L	567.5 in ³
Bore	115 mm	4.5 in
Stroke	149 mm	5.9 in
Torque rise	50%	
Max torque	1247 N-m	920 lb ft
Speed @ rated power	2,100 rpm	
Number of cylinders	6	
Derating altitude	3048 m	10,000 ft
Hi Ambient – Fan speed		
Standard	1,400 rpm	
Max	1,550 rpm	
Min	500 rpm	
Standard Capability	43° C	109° F
Hi Ambient Capability	50° C	122° F
VHP Plus – gear		
1F, Net	144 kW	193 hp
2F, Net	151 kW	203 hp
3F, Net	159 kW	213 hp
4F, Net	166 kW	223 hp
5F, Net	170 kW	228 hp
6F, Net	174 kW	233 hp
7F, Net	177 kW	238 hp
8F, Net	181 kW	243 hp

Engine (cont'd)

- Net power is tested per ISO 9249, SAE J1349, and EEC 80/1269 Standards in effect at the time of manufacture.
- Net power advertised is the power available at rated speed of 2,100 rpm, measured at the flywheel when engine is equipped with fan running at minimum speed, air cleaner, muffler and alternator.
- No engine derating required up to 3048 m (10,000 ft).
- Power as declared per ISO 14396
Rated rpm 2,100
VHP+ = 182 kW (244 hp)
AWD = 197 kW (264 hp)
- All non-road U.S. EPA Tier 4, European Union (EU) Stage IIIB and IV, and Japan (MLIT) Step IV certified diesel engines are required to use:
 - Ultra Low Sulfur Diesel (ULSD) and Sulfur-Free fuels that are 15 ppm (mg/kg) sulfur or less.
 - Cat DEO-ULST™ or oils that meet the Cat ECF-3, API CJ-4, and ACEA E9 specification.

Power Train

Forward/Reverse Gears	8 Fwd/6 Rev	
Transmission	Direct Drive, Powershift	
Brakes		
Service	Multiple Oil Disc	
Service, surface area	23 000 cm ²	3,565 in ²
Parking	Multiple Oil Disc	
Secondary	Dual Circuit	



140M2/140M2 AWD Motor Graders

Hydraulic System

Circuit type	Parallel	
Pump type	Variable Piston	
Pump output	210 L/min	55.7 gal/min
Maximum system pressure	24 150 kPa	3,500 psi
Reservoir tank capacity	60 L	15.85 gal
Standby Pressure	4200 kPa	609 psi

- Pump output measured at 2,150 rpm

Operating Specifications

Top Speed		
Fwd.	46.6 km/h	29.0 mph
Rev.	36.8 km/h	22.9 mph
Turning radius, outside front tires	7.6 m	24 ft 10 in
Steering range – left/right	47.5°	
Articulation angle – left/right	20°	
Fwd.		
1st	4.1 km/h	2.5 mph
2nd	5.5 km/h	3.4 mph
3rd	8.0 km/h	5.0 mph
4th	11.0 km/h	6.9 mph
5th	17.1 km/h	10.6 mph
6th	23.3 km/h	14.5 mph
7th	32.0 km/h	19.9 mph
8th	46.6 km/h	29.0 mph
Rev.		
1st	3.2 km/h	2.0 mph
2nd	6.0 km/h	3.7 mph
3rd	8.7 km/h	5.4 mph
4th	13.5 km/h	8.4 mph
5th	25.3 km/h	15.7 mph
6th	36.8 km/h	22.9 mph

Calculated with no slip and 14R24 tires.

Service Refill

Fuel Capacity	416 L	110 gal
Cooling system	56 L	14.8 gal
Hydraulic system		
Total	100 L	26.4 gal
Tank	64 L	16.9 gal
Engine Oil	30 L	7.9 gal
Trans./Diff./Final Drives	65 L	17.2 gal
Tandem housing (each)	64 L	16.9 gal
Front wheel spindle bearing housing	0.5 L	0.13 gal
Circle drive housing	7 L	1.8 gal

Frame

Circle		
Diameter	1530 mm	60.2 in
Blade beam thickness	40 mm	1.6 in
Drawbar		
Height	152 mm	6 in
Width	76.2 mm	3 in
Thickness	12.7 mm	0.5 in
Front-top/bottom plate		
Width	305 mm	12.0 in
Thickness	22 mm	0.87 in
Front frame structure		
Height	321 mm	12.6 in
Width	255 mm	10 in
Front axle		
Height to center	600 mm	23.6 in
Wheel lean, left/right	18°	
Front axle – total oscillation per side	32°	

- Front-top/bottom plate – width tolerance ±2.5 mm (0.098 in)

Tandems

Height	506 mm	19.9 in
Width	210 mm	8.3 in
Sidewall thickness		
Inner	16 mm	0.63 in
Outer	18 mm	0.71 in
Drive chain pitch	50.8 mm	2 in
Wheel axle spacing	1522.8 mm	59.95 in
Tandem oscillation		
Front up	15°	
Front down	25°	

Moldboard

Blade width	3.7 m	12 ft
Moldboard		
Height	610 mm	24 in
Thickness	22 mm	0.87 in
Arc radius	413 mm	16.3 in
Throat clearance	166 mm	6.5 in
Cutting edge		
Width	152 mm	6 in
Thickness	16 mm	0.6 in
End Bit		
Width	152 mm	6 in
Thickness	16 mm	0.6 in
Blade Pull		
Base GVW	11 687 kg	25,765 lb
Max GVW	15 455 kg	34,072 lb
Blade Down Pressure		
Base GVW	7423 kg	16,365 lb
Max GVW	13 243 kg	29,196 lb

Blade Range

Circle centershift		
Right	728 mm	28.7 in
Left	695 mm	27.4 in
Moldboard sideshift		
Right	660 mm	26 in
Left	510 mm	20.1 in
Maximum blade position angle	90°	
Blade tip range		
Forward	40°	
Backward	5°	
Maximum shoulder reach outside of tires		
Right	1978 mm	77.87 in
Left	1790 mm	70.5 in
Maximum lift above ground	480 mm	18.9 in
Maximum depth of cut	715 mm	28.1 in

Ripper

Ripping depth, maximum	426 mm	16.8 in
Ripper shank holders	5	
Ripper shank holder spacing	533 mm	21 in
Penetration force	9386 kg	20,693 lb
Pryout force	12 544 kg	27,655 lb
Machine length increase, beam raised	1031 mm	40.6 in

140M2/140M2 AWD Motor Graders

Scarifier

Front, V-Type: Working width	1205 mm	47.4 in
Front, V-Type, 5 or 11 tooth		
Working width	1031 mm	40.6 in
Scarifying depth, maximum	467 mm	18.4 in
Scarifier shank holders	5/11	
Scarifier shank holder spacing	116 mm	4.6 in
Mid, V-Type		
Working width	1184 mm	46.6 in
Scarifying depth, maximum	292 mm	11.5 in
Scarifier shank holders	11	
Scarifier shank holder spacing	116 mm	4.6 in
Front, V-Type		
Scarifying depth, maximum	1031 mm	40.6 in
Scarifier shank holders	5/11	
Scarifier shank holder spacing	467 mm	18.4 in
Rear		
Working width	2133 mm	84 in
Ripping depth, maximum	426 mm	16.8 in
Scarifying depth, maximum	426 mm	16.8 in
Scarifier shank holders	9	
Scarifier shank holder spacing	267 mm	10.5 in

Weights

Gross Vehicle Weight, base		
Total	17 198 kg	37,916 lb
Front axle	4325 kg	9,534 lb
Rear axle	12 874 kg	28,381 lb
Gross Vehicle Weight, max		
Total	24 888 kg	54,869 lb
Front axle	7715 kg	17,009 lb
Rear axle	17 173 kg	37,860 lb
Operating Weight, typically equipped		
Total	19 815 kg	43,686 lb
Front axle	5662 kg	12,483 lb
Rear axle	14 153 kg	31,203 lb

Weights – AWD

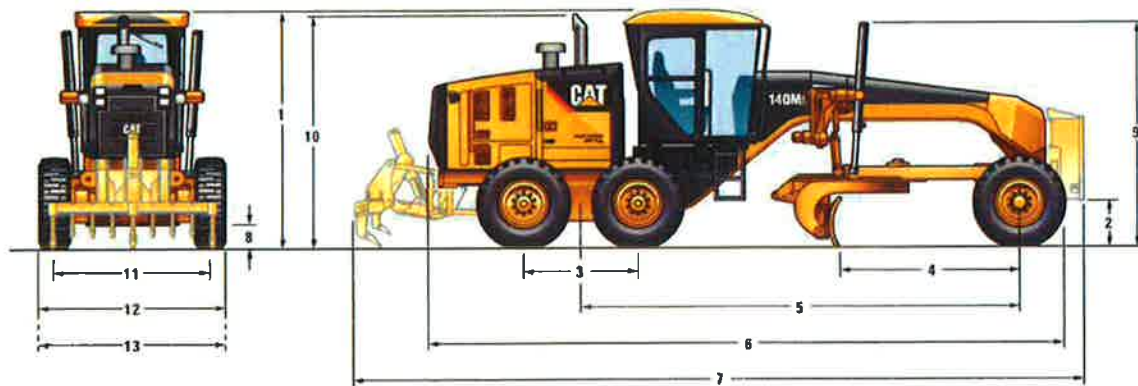
Gross Vehicle Weight, base		
Total	18 191 kg	40,104 lb
Front axle	4835 kg	10,660 lb
Rear axle	13 356 kg	29,444 lb
Gross Vehicle Weight, max		
Total	24 888 kg	54,869 lb
Front axle	7715 kg	17,009 lb
Rear axle	17 173 kg	37,860 lb
Operating Weight, typically equipped		
Total	20 707 kg	45,652 lb
Front axle	6139 kg	13,534 lb
Rear axle	14 568 kg	32,118 lb

- Base operating weight calculated on standard machine configuration with 14.0R24 tires, full fuel tank, coolant, lubricants and operator.
- Typically equipped operating weight is calculated with push block, rear ripper/scarifier, and other equipment.

Standards

ROPS/FOPS	ISO 3471/ISO 3499
Steering	ISO 5010
Brakes	ISO 3450, ISO 10265
Sound	ISO 6394; ISO 6395

- The static sound operator sound pressure level measured according to ISO 6394:1988 for a cab offered by Caterpillar, when properly installed, maintained and tested with doors and windows closed and engine cooling hydraulic fan at maximum speed is 71 dB(A).
- The dynamic spectator sound power level for the standard machine when equipped with optional sound suppression package and engine cooling hydraulic fan running at 70% of maximum speed, machine sound measured is less than 106 dB(A) for 140M2 and 107 dB(A) for 140M2 AWD, complying with EU 2000/14/EC requirement.



Dimensions

1 Height – Top of Cab	3287 mm	129.4 in	8 Ground Clearance at Rear Axle	344 mm	13.5 in
2 Height – Front Axle Center	600 mm	23.6 in	9 Height to Top of Cylinders	3043 mm	119.8 in
3 Length – Between Tandem Axles	1523 mm	60 in	10 Height to Exhaust Stack	3242 mm	127.6 in
4 Length – Front Axle to Moldboard	2557 mm	100.7 in	11 Width – Tire Center Lines	2141 mm	84.3 in
5 Length – Front Axle to Mid Tandem	6126 mm	241 in	12 Width – Outside Rear Tires	2581 mm	101.6 in
6 Length – Front Tire to Rear of Machine	8898 mm	350.3 in	13 Width – Outside Front Tires	2581 mm	101.6 in
7 Length – Counterweight to Ripper	10 140 mm	399.2 in			

140M2/140M2 AWD Motor Graders

STANDARD EQUIPMENT

POWER TRAIN

- Air cleaner, dual stage, dry type, diesel, with automatic engine derate and automatic dust ejector, service indicator through Cat Messenger
- Air-to-air after cooler (ATAAC)
- Belt, serpentine, automatic tensioner
- Brakes, oil disc, four-wheel, hydraulic
- Demand fan, hydraulic, swing-out
- Differential Lock/Unlock, Automatic
- Drain, engine oil, ecology
- Electronic over speed protection
- Engine, C9.3 with ACERT Technology, Tier 4 Interim and Stage IIIB emission standards
- Fuel tank, 416 L (110 gal), ground level access and sediment drain
- Parking brake – multi-disc, sealed, oil-cooled
- Priming pump, fuel
- Rear axle, modular
- Sediment drain, fuel tank
- Tandem drive
- Transmission, 8F/6R, power shift, direct drive
- VHP Plus (Variable Horsepower)

ELECTRICAL

- Alarm, back up
- Alternator, 150 ampere, sealed
- Batteries, maintenance free, heavy duty, 1,125 CCA
- Breaker panel, ground accessible
- Cab harness and electrical hydraulic valves
- Electrical system, 24V
- Grade Control Ready – Cab harness, software, electrical hydraulic valves, bosses and brackets
- Lights, roof-mounted roading, reversing, LED stop and tail
- Product Link Ready
- Starter, electric

OPERATOR ENVIRONMENT

- Accelerator
- Air conditioning with heater
- Arm and wrist rest, electronically adjustable
- Articulation, automatic Return-to-Center
- Ashtray and lighter
- Cat® Messenger operator information system
- Centershift pin indicator
- Coat hook
- Cup holder
- Display, digital speed and gear
- Doors, left and right side with wiper
- Gauge, machine level
- Gauge cluster (analog) – fuel, articulation, engine coolant temp, engine RPM, hydraulic oil temp, regen
- Hour meter, digital
- Joystick hydraulic controls right/left blade lift with float position, circle drive, blade sideshift and tip, centershift, front wheel lean, articulation and power steering
- Joystick, adjustable armrests
- Joystick gear selection
- Joystick hydraulic power steering
- Ladders, cab, left and right side
- Lights, night time cab
- Mirror, inside rearview, wide angle
- Power port, 12V
- Radio Ready, Entertainment
- ROPS cab, sound suppressed 70 dB(A)
- Seat, cloth-covered, comfort suspension
- Seat belt, retractable 76 mm (3 in)
- Storage area for cooler/lunchbox
- Throttle control, electronic
- Windows, laminated glass:
 - fixed front with intermittent wiper
 - side and rear (3)

FLUIDS

- Antifreeze
- Extended Life Coolant to -35° C (-30° F)

TIRES, RIMS AND WHEELS

- Partial allowance for tires on 254 × 607 mm (10 × 24 in) multi-piece rims is included in the base machine price and weight

OTHER STANDARD EQUIPMENT

- Accumulators, brake, dual certified
- Anti-glare paint
- Bumper, rear, integrated with hitch
- CD ROM Parts Book
- Clutch, circle drive slip
- Cutting edges
 - 152 × 16 mm (6 × 5/8 in)
 - curved DH-2 steel
 - 19 mm (3/4 in) mounting bolts
- Doors (3), engine compartment, locking
- Drawbar – 6 shoes, replaceable wear strips
- Electrical hydraulic valves, hydraulic lines for base 8 functions
- Endbits
 - 16 mm (5/8 in) DH-2 steel
 - 19 mm (3/4 in) mounting bolts
- Fluid check, ground level
- Frame, articulated, with safety lock
- Ground level engine shutdown
- Hammer (emergency exit)
- Horn, electric
- Hydraulic lines for base functions
- Lockout, hydraulic implement (for roading and servicing)
- Moldboard – 3658 × 610 × 22 mm (12 ft × 24 in × 7/8 in)
- Mounting, cab roof accessories
- Pump, hydraulic, high capacity, 98 cm³ (6 in³)
- Radiator, cleanout access (both sides with swing doors)
- Secondary steering
- Serviceability, LH side
- S=O=SSM ports: engine, hydraulic, transmission, coolant, fuel
- Tandem walkway/guards
- Tool box
- Tow hitch

OPTIONAL EQUIPMENT (See 140M2/140M2 AWD Motor Graders Specalag [AEHQ6111-03] for list)

For more complete information on Cat products, dealer services, and industry solutions, visit us on the web at www.cat.com

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AEHQ6164-02 (12-11)
(Replaces AEHQ6164-01)



7/24/2017

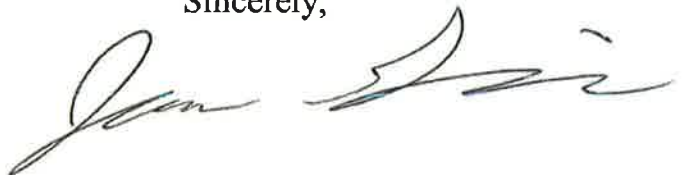
Morrow County
PO Box 428
Lexington, OR 97839

Western States Equipment Company would like to thank you for the opportunity to submit the attached quote for consideration on (1) New 2017 Caterpillar 140M3 AWD Motor Grader and (1) Used 2012 Caterpillar 140M2 AWD Motor Grader. It contains price as well as machine specifications, product support information, and warranty terms.

Western States appreciates your business and is looking forward to providing you with the Caterpillar Machine that best meets your equipment needs.

Thank you for the opportunity to assist you. If you should have any questions please feel free to call.

Sincerely,



Joe Giacalone
Sales Representative

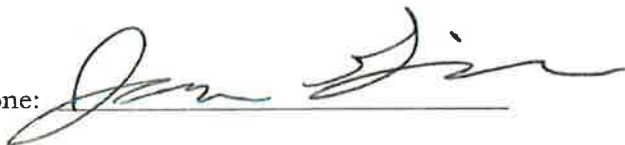
Total List Price	\$ 555,480.00
Governmental Discount	\$(111,096.00)
Governmental Member Purchase Price	\$ 444,384.00
Western States Equipment Support	\$ (117,963.44)
Morrow County Purchase Price	\$ 326,420.56

Delivered Price Includes the following:

- 1) New 2017 140M3 AWD Motor Grader with the above configuration
- 2) 5 year 5,000 hour Governmental EM Solutions Warranty
- 3) Guaranteed Buy Back 5 years 5,000hrs.
- 4) Factory Freight
- 5) Gem Solutions Equipment Management reporting
- 6) Transport to Lexington, Oregon
- 7) 2017 Henke FV12 V Plow and AHW12 Hydraulic Wing Plow

Western States Equipment Guaranteed Buy back at the end of 5 years or 5,000 hours whichever comes first: **(\$195,000.00)** See Buy Back Letter attached:

Joe Giacalone:



Date:

7/24



July 24,2017

Morrow County
P.O. Box 428
Lexington, Oregon 97839
Attn: Burke/Matt

Dear Valued Customer,

Please accept this letter as a guarantee for purchase of your Caterpillar Model 140M3 AWD Serial Number N9J00481 . This guarantee is made in conjunction with the Governmental Failsafe Warranty. We agree to purchase this unit from you at the end of the 5 years for the amount of \$ 195,000 based on a maximum of 5000 S.M.U.'s. If the time period or service meter unit limits are exceeded the above machine will be appraised to determine a new value.

Lessee agrees that each Unit, upon its return, shall:

1. Be in sound mechanical condition and to be in good working order under full load.
2. Have the same attachments and piece parts as when delivered.
3. a. Have tires in safe and operable condition with a minimum of (40%) of wear remaining tread life and all of the same style (no recaps).
OR
b. Have a minimum of forty percent (40%) life remaining on all undercarriage components including track shoes, links, pins and bushings, idlers, bogies, sprockets, carrier rollers, track rollers;
4. Have no cracked or broken glass;
5. Have no missing sheet metal and any damage to sheet metal;
6. Have no structural damage to frame.
7. Have met the full requirement of the warranty procedures, including scheduled oil sampling at the prescribed intervals.
8. Have no damage or modification to machine ROPS (roll over protection structure) per Caterpillar guidelines, repair or replacement of ROPS will be billed at time of return.

We require thirty (30) days written notice if you choose to exercise this guarantee and transfer title of the above-described equipment to Western States Equipment Company.
If you have any questions or if we may be of further assistance, please call.

It is understood that under this agreement that the "terms of return" will be met and/or brought into compliance before this re-purchase agreement will be fully executed. Items that are out of compliance will be repaired and billed to Morrow County

Sincerely,

Kelly Olson
Vice President, Finance

Authorized Signature

Dyke Jones
Used Equipment Manager



Pasco
 2100 Frontier Loop Pasco, WA 99301
 509.547.9541

SOLD TO:
 Morrow County
 PO Box 428
 Lexington, OR 97839-0428

SHIP TO:
 Office
 PO Box 428
 Lexington, OR 97839-0428

SALES AGREEMENT

AGREEMENT: Q000058552-3

AGREEMENT DATE: 7/19/2017

AGREEMENT EXPIRES: 8/18/2017

WAREHOUSE: Pasco Machine Sales

CUSTOMER NO.: 6040800

CUSTOMER PO:

SALESMAN: Joseph D Giacalone

JosephGiacalone@wseco.com

ITEM DESCRIPTION	PRICE
2012 Caterpillar 140M2 AWD Motor Grader S/N: M9J00517 SMU: 3119 hrs ID:E0021535 140M2 AWD	\$197,978.51
● Delivery Freight	
Misc Item - Used 2016 Henke FV-12 V Plow with Front Lift Group Installed -	\$19,196.74
Misc Item - New 2017 AHW 12 Hydraulic Snow Wing -	\$15,215.22
Misc Item - Full Trimble GPS System Kit with CB460 3D Autos, MS995 Receiver, Masts Install Kit, Installation, and Trimble Training onsite. -	\$47,182.00

Notes		
	Before Tax Balance	\$279,572.47
	Sales Tax	\$0.00
	Trade Payoff	\$0.00
	Downpayment	\$0.00
	Net Due	\$279,572.47

Western States Equipment

Order Received by _____
 Title Regional Sales Manager Date _____

Morrow County

Approved and Accepted by _____
 Title _____ Date _____

Warranty Document Received (initial) _____

Trade Ins: All trade-ins are subject to equipment being in as inspected condition by vendor at time of delivery of replacement machine purchase above. Purchaser hereby sells the trade in equipment described above to the vendor and warrants it to be free and clear of all claims, liens, and security interest except as shown above.
 Warranty: By initiaing above the customer acknowledges that they have received a copy of the Western States Co/Caterpillar Warranty and has read and understands said warranty. All used equipment is sold as is where is and no warranty is offered or implied except as specified above.



SALES AGREEMENT

NO.: Q000058552-3

EQUIPMENT DETAILS

3532924 140M2 AWD MOTOR GRADER
3633910 GLOBAL ARRANGEMENT LOW AMBIENT
3240889 RIPPER-SCARIFIER REAR
3568649 PRECLEANER
3256336 STARTER ELECTRIC HEAVY DUTY
2497845 TIRES 14.00-24
3100725 LANGUAGE ENGLISH
3607853 COMFORT PACKAGE
3440984 MIRRORS OUTSIDE HEATED
2495516 HEATER ENGINE COOLANT 120V
3593925 MOUNTING FRONT LIFT
3662459 GUARD TRANSMISSION
MACHINE ID# E0021535

0P9003 LANE 3 ORDER
3493048 MOLDBOARD 14 PLUS
3589338 ACCUMULATORS BLADE LIFT
3626011 INSTALLATION AR- BOX FRAME
2356188 PRODUCT LINK PL321
3686239 ARTICULATION GUARD
3638753 SNOW ARRANGEMENT
3099843 CAMERA REAR VISION
3643747 GRADE CONTROL X SLOPE
3579091 CAB PLUS (STANDARD GLASS)
3253007 BASE + 4 (WM WT FL RIP)
0P1939 ANTIFREEZE WINDSHIELD WASHER

TERMS AND CONDITIONS

1. OFFER TO SELL, METHODS OF ACCEPTANCE AND AGREEMENT TERMS: This Sales Agreement ("SA") is an offer for the sale of the equipment, vehicles, accessories and attachments described on the invoice (referred to generally as "equipment" or "goods") by Western States Equipment Company, an Idaho business corporation or its affiliates ("WSECO") to Customer under the terms and conditions specified herein. This offer may be accepted by (1) the execution of this SA by a representative of Customer or (2) Customer's verbal or written authorizations or conduct consistent with prior course of dealing between the parties authorizing WSECO to take action to fulfill this SA, or (3) the commencement of the manufacture or shipment of the goods specified in this SA, whichever of the foregoing first occurs.

Acceptance of this SA is limited to the express terms stated herein. Any proposal in Customer's acceptance for additional or different terms or any attempt by Customer to vary in any degree any of the terms is objected to and hereby rejected, but such proposals shall not operate as a rejection of this offer, unless such variances are in the terms of the description, quantity, price, delivery schedule, or payment schedule of the goods, but shall be deemed a material alteration of this SA and this SA shall be deemed agreed to by WSECO without said additional or different terms. Once accepted, this SA shall constitute the entire agreement between WSECO and Customer. WSECO is not bound by any representation or agreements, express, or implied, oral or otherwise, which are not stated within this SA or contained in a separate writing supplementing this SA and signed by authorized agents of both WSECO and Customer. This SA will supersede all previous communications, agreements, and contracts with respect to the subject matter hereof and no understanding, agreement, term, condition, or trade custom at variance with this SA will be binding on WSECO. No waiver or modification of the terms and conditions hereof will be effective unless in writing and signed by both Customer and WSECO.

2. PAYMENT TERMS: Customer agrees to pay the sales price for the equipment, less any net trade-in allowance, in accordance with the payment terms as all stated on the invoice. The sales price is offered F.O.B. at WSECO's designated facility as stated on the invoice and Customer is responsible for all shipping charges as provided in this SA. Customer is also responsible for paying all applicable sales, use or any other applicable taxes levied or assessed on the equipment by any federal, state or local governmental authority, unless Customer provides WSECO an appropriate exemption certificate as stated on the invoice. In the event that Customer fails to pay any applicable tax or other charge as agreed herein or fails to provide a valid exemption certificate, Customer agrees to indemnify and hold WSECO harmless from any liability and expense by reason of Customer's failure to pay said taxes or assessments, including, but not limited to, WSECO's reasonable attorney's fees and costs and other necessary legal expenses resulting from such failure.

3. GRANT OF SECURITY INTEREST, AUTHORIZATION TO FILE STATEMENT AND PROTECTION OF COLLATERAL: Until the Customer pays the total sales price and additional charges as provided in this SA, Customer hereby grants WSECO a security interest in and to the equipment and all additions, replacements, substitutions, and proceeds of the same ("Collateral") to secure payment of the sales price and any and all other amounts owed or owing by Customer to WSECO under this SA or otherwise. Customer authorizes WSECO to file financing statement(s) evidencing this security agreement and the collateral subject thereto and to take all steps necessary to perfect WSECO's interest in the equipment.

Customer agrees to execute any documents required by WSECO to evidence and perfect such security interest. Customer hereby appoints WSECO as its irrevocable attorney-in-fact for the purpose of executing any documents necessary to perfect or to continue the security interest granted in this SA. Customer will reimburse WSECO for all expenses for the perfection and the continuation of the perfection of WSECO's security interest in the Collateral. Customer promptly will notify WSECO before any changes in Customer's name including any changes to the assumed business names of Customer.

Customer, upon WSECO's request, will deliver to WSECO a schedule of the locations of the Collateral and agrees to update the list upon WSECO's further request. Customer will not commit or permit damage to or destruction of the Collateral or any material part of the Collateral. WSECO and its designated representatives and agents shall have the right at all reasonable times to examine and inspect the Collateral. Customer shall immediately notify WSECO of all cases involving the loss or damage of or to any material portion of the Collateral and generally of all material happenings and events affecting the Collateral.

4. INSURANCE: Customer shall not move, load, transport or otherwise handle the equipment on WSECO's premises without first having obtained insurance coverage. Customer shall carry all risks insurance on the equipment, including, without limitation, fire, theft and liability coverage with such other insurance as necessary to protect Customer's and WSECO's respective interests in the equipment. As long as any portion of the sales price is outstanding, Customer will deliver to WSECO from time to time the policies or certificates of insurance in forms satisfactory to WSECO, showing WSECO as an additional insured and including stipulations that coverage will not be cancelled or diminished without at least fifteen (15) days prior written notice to WSECO.

5. TIME OF DELIVERY AND SHIPPING: Orders for equipment are processed in the order of their acceptance by WSECO and WSECO will use its reasonable efforts to deliver the equipment to Customer on the scheduled delivery date as stated on the invoice. However, shipping and delivery dates are acknowledged to be estimates only and dependent upon many factors outside of WSECO's control including, but not limited to, the manufacturer's production schedule, material and labor shortages, shipping delays and various other unrelated factors. WSECO is not liable for delays or damages caused by delays in delivery or shipment of the equipment, unless stated on the face of the invoice to the contrary. Customer is responsible for all freight, shipping, loading and unloading costs.

6. RISK OF LOSS/SHORTAGES/REJECTION OF GOODS: Risk of loss of the goods shall pass to Customer as soon as the goods are properly loaded on the carrier. WSECO's responsibility for shipment ceases upon delivery of the goods to a transportation company. Any claim by Customer for shortage in shipment shall be made by written notice to WSECO within fifteen (15) days after receipt of the shipment. It is specifically agreed that the risk of loss shall not be altered by the fact that the conduct of either party hereto may constitute a default or breach and shortage in shipment is not deemed to constitute a nonconformity.

All equipment or goods shall be subject to the standard manufacturing and commercial variation and practices of the manufacturer thereof. In the event of shipment of non-conforming goods, WSECO shall be given a reasonable opportunity to replace the goods with those which conform to the order. Any notices pertaining to rejection or claims of nonconformity must be made in writing specifying in detail Customer's objections and such notices must be delivered within fifteen (15) days after delivery of the goods. It is agreed that in the event of rejection, Customer will store the goods or reship the goods to WSECO. Should Customer use the equipment or goods, such use shall be deemed an unequivocal acceptance of the goods. If Customer accepts goods tendered under this SA, such acceptance shall be final and irrevocable; no attempted revocation shall have any effect whatsoever.

7. ASSIGNMENTS: No right or interest in this SA shall be assigned by Customer without the written permission of WSECO, and no delegation of any obligation owed or of the performance of any obligation by Customer shall be made without written permission of WSECO. Any attempted assignment or delegation by Customer shall be wholly void and totally ineffective for all purposes unless made in conformity with this paragraph.

8. NO WARRANTY: Unless provided otherwise on the invoice, the equipment is purchased "**AS IS**" and there is no other agreement with Customer regarding the equipment other than what is stated in this SA and in any credit instrument and/or guaranty between Customer and WSECO. There are no other warranties, express or implied, for any equipment, product, service, or other items sold or furnished under this SA unless agreed to in writing between Customer and WSECO. **WSECO DISCLAIMS ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.**

9. EQUIPMENT FAILURE/LIMITATION OF REMEDIES: If, for any reason, the equipment does not perform satisfactorily, as judged by WSECO in its sole discretion, WSECO may repair or replace the equipment or any part thereof, at its option, without affecting any of the terms of this SA. This remedy does not apply if the equipment has failed or performs less than satisfactorily due to improper use of the equipment, accident (including, damage during shipment), neglect, abuse, misuse or exposure of the equipment to conditions beyond capacity, power, environmental design limits or operation constraints specified by WSECO or the equipment manufacturer. Customer is responsible for all expenses related to repair or replacement due to these causes. **THE REMEDIES IN THIS PARAGRAPH ARE CUSTOMER'S SOLE AND EXCLUSIVE REMEDIES AGAINST WSECO.**

10. LIMITATION OF LIABILITY: Notwithstanding trade customs or prior course of dealing to the contrary, in no event will WSECO, its subsidiaries, affiliates, agents or employees be liable for any incidental, indirect, special, or consequential damages in connection with or arising out of this SA or furnishing of any goods, services or other items or any third party's ownership, maintenance, or use of any goods, services or other items furnished under this SA, including, but not limited to, lost profits or revenues, loss of use of the equipment or any associated goods, damage to associated goods, costs of capital, cost of substitute goods, or claims of Customer's clients for such damages. Customer's sole remedy, for any liability of WSECO of any kind, including but not limited to negligence, with respect to any equipment, service, or other item is limited to that set forth in the paragraph entitled "**EQUIPMENT FAILURE/LIMITATION OF REMEDIES**" of this SA. WSECO is not responsible for meeting any federal, state, local or municipal code or specification (whether statutory, regulatory or contractual), unless Customer specifies it in writing and WSECO agrees to it in writing. Customer agrees that it has selected each item of equipment based upon its own judgment and particular needs and disclaims any reliance upon any statements or presentations made by WSECO. The liability for performing under any manufacturer warranty program rests solely with the subject manufacturer and WSECO has no liability or responsibility for performance thereunder.

11. FORCE MAJEURE: WSECO shall not be responsible or liable for any delay or failure to deliver any or all of the goods and/or performance of the services where such delay or failure is caused by any act of God, fire, flood, inclement weather, explosion, war, insurrection, riot, embargo, statute, ordinance, regulation or order of any government or agent thereof, shortage of labor, material fuel, supplies or transportation, strike or other labor dispute, or any other cause, contingency, occurrence or circumstance of any nature, whether or not similar to those herein before specified beyond WSECO's control, which prevents, hinders or interferes with manufacture, assembly or delivery of the goods or performance of the services. Any such cause, contingency, occurrence or circumstances shall release WSECO from performance of its obligations hereunder.

12. INDEMNITY: Customer agrees to indemnify and hold WSECO harmless from and against any and all claims, actions, suits, proceedings, costs, expenses, damages (including but not limited to consequential and incidental damages), liabilities, fees (including, but not limited to, attorney fees and court costs), and settlements, (including those brought or incurred by or in favor of Customer's employees, agents and subcontractors), arising out of or related to the selection, delivery, loading, unloading, towing, possession, use, operation, handling or transportation of the equipment. Customer agrees to defend, at its expense, any and all suits brought against WSECO either alone or in conjunction with others and additionally to satisfy, pay and discharge any and all judgments and fines against WSECO in any such suits or actions, whether based in negligence or otherwise.

13. DEFAULT BY CUSTOMER: An event of default shall occur if (a) Customer fails to pay when due the sales price; (b) Customer fails to perform or observe any covenant, condition, or agreement to be performed by it hereunder; (c) Customer ceases doing business as a going concern, makes an assignment for the benefit of creditors, admits in writing an inability to pay debts as they become due, files a petition in bankruptcy, or if its owners, shareholders or members of Customer take actions towards dissolution or liquidation of Customer; (d) Customer attempts to sell, transfer, or encumber, sublease or convey the equipment or any part thereof prior to paying the full sales price; or (e) WSECO, in good faith deems itself, insecure relative to payment of the sales price.

Upon the occurrence of any event of default, WSECO may exercise the following rights and remedies: (i) declare the sales price immediately due and payable; (ii) require Customer to assemble the equipment and make it available to WSECO at a place and time designated by WSECO; (iii) WSECO shall have full power to enter upon the property or jobsite of the Customer and take possession of and remove the equipment; (iv) WSECO shall have full power and authority to sell, lease, transfer or otherwise deal with the equipment or proceeds thereof, and in connection therewith WSECO may bid on the goods or equipment and that a commercially reasonable price for said reclaimed equipment may be determined by WSECO based upon current national auction values, market trends relating to supply and demand, and related factors for goods of similar type and condition; (v) if WSECO chooses to sell or lease the reclaimed equipment, WSECO may obtain a judgment against Customer for any deficiency remaining on the sales price after application of all amounts received from the exercise of its rights under this SA; and (vi) all rights and remedies of a secured creditor under the provisions of the Idaho Uniform Commercial Code, as amended from time to time. All of WSECO's rights and remedies, whether evidenced by this SA or other related agreement, shall be cumulative and may be exercised singularly or concurrently. Customer agrees to pay all costs incurred by WSECO in enforcing this SA or any of its provisions, including without limitation reasonable attorney's fees and costs and all costs of reclaiming the goods, whether or not legal action is commenced.

14. JURISDICTION AND VENUE: This SA and the relationship between WSECO and Customer shall be governed and construed according to the laws of the State of Idaho. At the sole and exclusive election of WSECO, jurisdiction and venue for any action or dispute arising under this SA shall be in the in the Fourth Judicial District of the State of Idaho, in and for Ada County, which is WSECO's corporate headquarters and principal place of business, wherein the parties acknowledge having done business sufficient to establish minimum contacts under the Idaho long arm statute, and which is a mutually convenient forum. In addition, Customer waives any and all rights to jurisdiction and/or venue in any other forum, including waiver of any and all rights to remove the action from any court originally acquiring jurisdiction.

15. EQUIPMENT DATA: This machine may be equipped with a wireless data communication system, such as Product Link. In such case, Customer understands data reflecting the machine performance, condition and operation is being transmitted to Caterpillar/WSECO to better serve the Customer and to improve upon Caterpillar products and services. This data may include, but is not limited to: fault codes, emissions data, fuel usage, service meter hours, software and hardware version numbers and installed attachments. Neither Caterpillar nor WSECO sell, rent or share collected information to any other third party, and will exercise reasonable efforts to keep the information secure. Caterpillar Inc. and WSECO recognize and will respect customer privacy. Customer agrees to allow this data to be accessed by Caterpillar and WSECO within normal, accepted business practices.

The undersigned represents and warrants that he/she is authorized by Customer identified below to bind the Customer to the obligations and duties expressed herein and does so commit Customer to the terms and conditions of SA by signing below. Until this SA (or identical counterpart thereof) has been signed by our duly authorized representative, it will constitute an offer by Customer to enter into this SA with WSECO on the terms herein.

CUSTOMER: _____

WESTERN STATES EQUIPMENT COMPANY

By: _____

By: _____

Print Name: _____

Print Name: _____

Title: _____

Title: Regional Sales Manager

Date: _____

Date: _____



Pasco
 2100 Frontier Loop Pasco, WA 99301
 509.547.9541

SALES AGREEMENT

AGREEMENT: Q000053332-6
 AGREEMENT DATE: 7/19/2017
 AGREEMENT EXPIRES: 7/6/2017
 WAREHOUSE: Pasco Machine Sales
 CUSTOMER NO.: 6040800
 CUSTOMER PO:
 SALESMAN: Joseph D Giacalone

SOLD TO:
 Morrow County
 PO Box 428
 Lexington, OR 97839-0428

SHIP TO:
 Office
 PO Box 428
 Lexington, OR 97839-0428

JosephGiacalone@wseco.com

ITEM DESCRIPTION	PRICE
2017 Caterpillar 140 Motor Grader S/N: N9J00481 SMU: 104 hrs ID:E0008194 140M3 AWD STD	\$287,029.52
<ul style="list-style-type: none"> ● Delivery Freight ● New Warranty - 60 mo 5,000 hrs - GEM (Failsafe) 	
Misc Item - 2017 Henke AHW 12 Hydraulic Snow Wing. -	\$15,215.22
Misc Item - 2017 Henke FV12 Folding V-Plow with Front lift group, Installed. -	\$24,175.82
Misc Item - Full Trimble GPS System Kit with CB460 3D Autos, MS995 Receiver, Masts Install Kit, Installation, and Trimble Training onsite. -	\$47,182.00

Notes		
	Before Tax Balance	\$373,602.56
	Sales Tax	\$0.00
	Trade Payoff	\$0.00
	Downpayment	\$0.00
	Net Due	\$373,602.56

Western States Equipment

Morrow County

Order Received by _____

Approved and Accepted by _____

Title Regional Sales Manager Date _____

Title _____ Date _____

Warranty Document Received (initial) _____

Trade Ins: All trade-ins are subject to equipment being in as inspected condition by vendor at time of delivery of replacement machine purchase above. Purchaser hereby sells the trade in equipment described above to the vendor and warrants it to be free and clear of all claims, liens, and security interest except as shown above.
 Warranty: By initaling above the customer acknowledges that they have received a copy of the Western States Cat/Caterpillar Warranty and has read and understands said warranty. All used equipment is sold as is where is and no warranty is offered or implied except as specified above.



SALES AGREEMENT

NO.: Q000053332-6

EQUIPMENT DETAILS

3845805 140M3 AWD MOTOR GRADER
2497845 TIRES,14.0R24 MX XSNO+ * G2 MP
3245328 DRAIN, GRAVITY, ENGINE OIL
3493048 MOLDBOARD, 14' PLUS
3593925 MOUNTING, FRONT LIFT
3686239 ARTICULATION GUARD
3806775 PRECLEANER, SY-KLONE
3859297 GLOBAL ARRANGEMENT,LOW AMBIENT
3861254 LANGUAGE, ENGLISH
3944524 COLD WEATHER PLUS PACKAGE AWD
3961966 SNOW ARRANGEMENT
3977457 CAB, PLUS (INTERIOR)
4646442 PRODUCT LINK, CELLULAR PLE641
4900672 CONTROL, INDUCEMENT OVERRIDE
0P1939 ANTIFREEZE WINDSHIELD WASHER
0P2265 ROLL ON-ROLL OFF

2495516 HEATER, ENGINE COOLANT, 120V
3240889 RIPPER/SCARIFIER
3440984 MIRRORS, OUTSIDE HEATED 24V
3589338 ACCUMULATORS, BLADE LIFT
3662459 GUARD, TRANSMISSION
3803070 LIGHTS, SERVICE, INTERNAL
3858099 BASE + 4 (WM,WT-FLOAT,FL,RIP)
3859554 CAB, PLUS (STANDARD GLASS)
3941492 SEAT BELT
3953547 STARTER, ELEC, EXTREME DUTY
3963921 CAMERA, REAR VISION
4429940 DECALS, ENGLISH (U.S.)
4698160 COOLANT, 60/40, -51C (-60F)
4923595 CONTROLS, PERFORMANCE BUNDLE
0P9003 LANE 3 ORDER

TERMS AND CONDITIONS

1. OFFER TO SELL, METHODS OF ACCEPTANCE AND AGREEMENT TERMS: This Sales Agreement ("SA") is an offer for the sale of the equipment, vehicles, accessories and attachments described on the invoice (referred to generally as "equipment" or "goods") by Western States Equipment Company, an Idaho business corporation or its affiliates ("WSECO") to Customer under the terms and conditions specified herein. This offer may be accepted by (1) the execution of this SA by a representative of Customer or (2) Customer's verbal or written authorizations or conduct consistent with prior course of dealing between the parties authorizing WSECO to take action to fulfill this SA, or (3) the commencement of the manufacture or shipment of the goods specified in this SA, whichever of the foregoing first occurs.

Acceptance of this SA is limited to the express terms stated herein. Any proposal in Customer's acceptance for additional or different terms or any attempt by Customer to vary in any degree any of the terms is objected to and hereby rejected, but such proposals shall not operate as a rejection of this offer, unless such variances are in the terms of the description, quantity, price, delivery schedule, or payment schedule of the goods, but shall be deemed a material alteration of this SA and this SA shall be deemed agreed to by WSECO without said additional or different terms. Once accepted, this SA shall constitute the entire agreement between WSECO and Customer. WSECO is not bound by any representation or agreements, express, or implied, oral or otherwise, which are not stated within this SA or contained in a separate writing supplementing this SA and signed by authorized agents of both WSECO and Customer. This SA will supersede all previous communications, agreements, and contracts with respect to the subject matter hereof and no understanding, agreement, term, condition, or trade custom at variance with this SA will be binding on WSECO. No waiver or modification of the terms and conditions hereof will be effective unless in writing and signed by both Customer and WSECO.

2. PAYMENT TERMS: Customer agrees to pay the sales price for the equipment, less any net trade-in allowance, in accordance with the payment terms as all stated on the invoice. The sales price is offered F.O.B. at WSECO's designated facility as stated on the invoice and Customer is responsible for all shipping charges as provided in this SA. Customer is also responsible for paying all applicable sales, use or any other applicable taxes levied or assessed on the equipment by any federal, state or local governmental authority, unless Customer provides WSECO an appropriate exemption certificate as stated on the invoice. In the event that Customer fails to pay any applicable tax or other charge as agreed herein or fails to provide a valid exemption certificate, Customer agrees to indemnify and hold WSECO harmless from any liability and expense by reason of Customer's failure to pay said taxes or assessments, including, but not limited to, WSECO's reasonable attorney's fees and costs and other necessary legal expenses resulting from such failure.

3. GRANT OF SECURITY INTEREST, AUTHORIZATION TO FILE STATEMENT AND PROTECTION OF COLLATERAL: Until the Customer pays the total sales price and additional charges as provided in this SA, Customer hereby grants WSECO a security interest in and to the equipment and all additions, replacements, substitutions, and proceeds of the same ("Collateral") to secure payment of the sales price and any and all other amounts owed or owing by Customer to WSECO under this SA or otherwise. Customer authorizes WSECO to file financing statement(s) evidencing this security agreement and the collateral subject thereto and to take all steps necessary to perfect WSECO's interest in the equipment.

Customer agrees to execute any documents required by WSECO to evidence and perfect such security interest. Customer hereby appoints WSECO as its irrevocable attorney-in-fact for the purpose of executing any documents necessary to perfect or to continue the security interest granted in this SA. Customer will reimburse WSECO for all expenses for the perfection and the continuation of the perfection of WSECO's security interest in the Collateral. Customer promptly will notify WSECO before any changes in Customer's name including any changes to the assumed business names of Customer.

Customer, upon WSECO's request, will deliver to WSECO a schedule of the locations of the Collateral and agrees to update the list upon WSECO's further request. Customer will not commit or permit damage to or destruction of the Collateral or any material part of the Collateral. WSECO and its designated representatives and agents shall have the right at all reasonable times to examine and inspect the Collateral. Customer shall immediately notify WSECO of all cases involving the loss or damage of or to any material portion of the Collateral and generally of all material happenings and events affecting the Collateral.

4. INSURANCE: Customer shall not move, load, transport or otherwise handle the equipment on WSECO's premises without first having obtained insurance coverage. Customer shall carry all risks insurance on the equipment, including, without limitation, fire, theft and liability coverage with such other insurance as necessary to protect Customer's and WSECO's respective interests in the equipment. As long as any portion of the sales price is outstanding, Customer will deliver to WSECO from time to time the policies or certificates of insurance in forms satisfactory to WSECO, showing WSECO as an additional insured and including stipulations that coverage will not be cancelled or diminished without at least fifteen (15) days prior written notice to WSECO.

5. TIME OF DELIVERY AND SHIPPING: Orders for equipment are processed in the order of their acceptance by WSECO and WSECO will use its reasonable efforts to deliver the equipment to Customer on the scheduled delivery date as stated on the invoice. However, shipping and delivery dates are acknowledged to be estimates only and dependent upon many factors outside of WSECO's control including, but not limited to, the manufacturer's production schedule, material and labor shortages, shipping delays and various other unrelated factors. WSECO is not liable for delays or damages caused by delays in delivery or shipment of the equipment, unless stated on the face of the invoice to the contrary. Customer is responsible for all freight, shipping, loading and unloading costs.

6. RISK OF LOSS/SHORTAGES/REJECTION OF GOODS: Risk of loss of the goods shall pass to Customer as soon as the goods are properly loaded on the carrier. WSECO's responsibility for shipment ceases upon delivery of the goods to a transportation company. Any claim by Customer for shortage in shipment shall be made by written notice to WSECO within fifteen (15) days after receipt of the shipment. It is specifically agreed that the risk of loss shall not be altered by the fact that the conduct of either party hereto may constitute a default or breach and shortage in shipment is not deemed to constitute a nonconformity.

All equipment or goods shall be subject to the standard manufacturing and commercial variation and practices of the manufacturer thereof. In the event of shipment of non-conforming goods, WSECO shall be given a reasonable opportunity to replace the goods with those which conform to the order. Any notices pertaining to rejection or claims of nonconformity must be made in writing specifying in detail Customer's objections and such notices must be delivered within fifteen (15) days after delivery of the goods. It is agreed that in the event of rejection, Customer will store the goods or reship the goods to WSECO. Should Customer use the equipment or goods, such use shall be deemed an unequivocal acceptance of the goods. If Customer accepts goods tendered under this SA, such acceptance shall be final and irrevocable; no attempted revocation shall have any effect whatsoever.

7. ASSIGNMENTS: No right or interest in this SA shall be assigned by Customer without the written permission of WSECO, and no delegation of any obligation owed or of the performance of any obligation by Customer shall be made without written permission of WSECO. Any attempted assignment or delegation by Customer shall be wholly void and totally ineffective for all purposes unless made in conformity with this paragraph.

8. NO WARRANTY: Unless provided otherwise on the invoice, the equipment is purchased "**AS IS**" and there is no other agreement with Customer regarding the equipment other than what is stated in this SA and in any credit instrument and/or guaranty between Customer and WSECO. There are no other warranties, express or implied, for any equipment, product, service, or other items sold or furnished under this SA unless agreed to in writing between Customer and WSECO. **WSECO DISCLAIMS ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.**

9. EQUIPMENT FAILURE/LIMITATION OF REMEDIES: If, for any reason, the equipment does not perform satisfactorily, as judged by WSECO in its sole discretion, WSECO may repair or replace the equipment or any part thereof, at its option, without affecting any of the terms of this SA. This remedy does not apply if the equipment has failed or performs less than satisfactorily due to improper use of the equipment, accident (including, damage during shipment), neglect, abuse, misuse or exposure of the equipment to conditions beyond capacity, power, environmental design limits or operation constraints specified by WSECO or the equipment manufacturer. Customer is responsible for all expenses related to repair or replacement due to these causes. **THE REMEDIES IN THIS PARAGRAPH ARE CUSTOMER'S SOLE AND EXCLUSIVE REMEDIES AGAINST WSECO.**

10. LIMITATION OF LIABILITY: Notwithstanding trade customs or prior course of dealing to the contrary, in no event will WSECO, its subsidiaries, affiliates, agents or employees be liable for any incidental, indirect, special, or consequential damages in connection with or arising out of this SA or furnishing of any goods, services or other items or any third party's ownership, maintenance, or use of any goods, services or other items furnished under this SA, including, but not limited to, lost profits or revenues, loss of use of the equipment or any associated goods, damage to associated goods, costs of capital, cost of substitute goods, or claims of Customer's clients for such damages. Customer's sole remedy, for any liability of WSECO of any kind, including but not limited to negligence, with respect to any equipment, service, or other item is limited to that set forth in the paragraph entitled "**EQUIPMENT FAILURE/LIMITATION OF REMEDIES**" of this SA. WSECO is not responsible for meeting any federal, state, local or municipal code or specification (whether statutory, regulatory or contractual), unless Customer specifies it in writing and WSECO agrees to it in writing. Customer agrees that it has selected each item of equipment based upon its own judgment and particular needs and disclaims any reliance upon any statements or presentations made by WSECO. The liability for performing under any manufacturer warranty program rests solely with the subject manufacturer and WSECO has no liability or responsibility for performance thereunder.

11. FORCE MAJEURE: WSECO shall not be responsible or liable for any delay or failure to deliver any or all of the goods and/or performance of the services where such delay or failure is caused by any act of God, fire, flood, inclement weather, explosion, war, insurrection, riot, embargo, statute, ordinance, regulation or order of any government or agent thereof, shortage of labor, material fuel, supplies or transportation, strike or other labor dispute, or any other cause, contingency, occurrence or circumstance of any nature, whether or not similar to those herein before specified beyond WSECO's control, which prevents, hinders or interferes with manufacture, assembly or delivery of the goods or performance of the services. Any such cause, contingency, occurrence or circumstances shall release WSECO from performance of its obligations hereunder.

12. INDEMNITY: Customer agrees to indemnify and hold WSECO harmless from and against any and all claims, actions, suits, proceedings, costs, expenses, damages (including but not limited to consequential and incidental damages), liabilities, fees (including, but not limited to, attorney fees and court costs), and settlements, (including those brought or incurred by or in favor of Customer's employees, agents and subcontractors), arising out of or related to the selection, delivery, loading, unloading, towing, possession, use, operation, handling or transportation of the equipment. Customer agrees to defend, at its expense, any and all suits brought against WSECO either alone or in conjunction with others and additionally to satisfy, pay and discharge any and all judgments and fines against WSECO in any such suits or actions, whether based in negligence or otherwise.

13. DEFAULT BY CUSTOMER: An event of default shall occur if (a) Customer fails to pay when due the sales price; (b) Customer fails to perform or observe any covenant, condition, or agreement to be performed by it hereunder; (c) Customer ceases doing business as a going concern, makes an assignment for the benefit of creditors, admits in writing an inability to pay debts as they become due, files a petition in bankruptcy, or if its owners, shareholders or members of Customer take actions towards dissolution or liquidation of Customer; (d) Customer attempts to sell, transfer, or encumber, sublease or convey the equipment or any part thereof prior to paying the full sales price; or (e) WSECO, in good faith deems itself, insecure relative to payment of the sales price.

Upon the occurrence of any event of default, WSECO may exercise the following rights and remedies: (i) declare the sales price immediately due and payable; (ii) require Customer to assemble the equipment and make it available to WSECO at a place and time designated by WSECO; (iii) WSECO shall have full power to enter upon the property or jobsite of the Customer and take possession of and remove the equipment; (iv) WSECO shall have full power and authority to sell, lease, transfer or otherwise deal with the equipment or proceeds thereof, and in connection therewith WSECO may bid on the goods or equipment and that a commercially reasonable price for said reclaimed equipment may be determined by WSECO based upon current national auction values, market trends relating to supply and demand, and related factors for goods of similar type and condition; (v) if WSECO chooses to sell or lease the reclaimed equipment, WSECO may obtain a judgment against Customer for any deficiency remaining on the sales price after application of all amounts received from the exercise of its rights under this SA; and (vi) all rights and remedies of a secured creditor under the provisions of the Idaho Uniform Commercial Code, as amended from time to time. All of WSECO's rights and remedies, whether evidenced by this SA or other related agreement, shall be cumulative and may be exercised singularly or concurrently. Customer agrees to pay all costs incurred by WSECO in enforcing this SA or any of its provisions, including without limitation reasonable attorney's fees and costs and all costs of reclaiming the goods, whether or not legal action is commenced.

14. JURISDICTION AND VENUE: This SA and the relationship between WSECO and Customer shall be governed and construed according to the laws of the State of Idaho. At the sole and exclusive election of WSECO, jurisdiction and venue for any action or dispute arising under this SA shall be in the in the Fourth Judicial District of the State of Idaho, in and for Ada County, which is WSECO's corporate headquarters and principal place of business, wherein the parties acknowledge having done business sufficient to establish minimum contacts under the Idaho long arm statute, and which is a mutually convenient forum. In addition, Customer waives any and all rights to jurisdiction and/or venue in any other forum, including waiver of any and all rights to remove the action from any court originally acquiring jurisdiction.

15. EQUIPMENT DATA: This machine may be equipped with a wireless data communication system, such as Product Link. In such case, Customer understands data reflecting the machine performance, condition and operation is being transmitted to Caterpillar/WSECO to better serve the Customer and to improve upon Caterpillar products and services. This data may include, but is not limited to: fault codes, emissions data, fuel usage, service meter hours, software and hardware version numbers and installed attachments. Neither Caterpillar nor WSECO sell, rent or share collected information to any other third party, and will exercise reasonable efforts to keep the information secure. Caterpillar Inc. and WSECO recognize and will respect customer privacy. Customer agrees to allow this data to be accessed by Caterpillar and WSECO within normal, accepted business practices.

The undersigned represents and warrants that he/she is authorized by Customer identified below to bind the Customer to the obligations and duties expressed herein and does so commit Customer to the terms and conditions of SA by signing below. Until this SA (or identical counterpart thereof) has been signed by our duly authorized representative, it will constitute an offer by Customer to enter into this SA with WSECO on the terms herein.

CUSTOMER: _____

WESTERN STATES EQUIPMENT COMPANY

By: _____

By: _____

Print Name: _____

Print Name: _____

Title: _____

Title: Regional Sales Manager _____

Date: _____

Date: _____



STANDARD WARRANTY AND APPLICATION FOR EXTENDED COVERAGE FOR CATERPILLAR PRODUCTS

The Caterpillar equipment owner identified below ("Owner") hereby applies to Western States Equipment for Standard or Extended Coverage in accordance with the terms as set forth in this document, for the Caterpillar product identified below. Owner desires the Standard or Extended coverage option(s) listed below:

COVERAGE EXPIRATION - FIRST TO OCCUR (MONTHS OR HOURS) - Months after retail purchase (less duration of rental, demonstration, or other usage, if any, prior to the first purchaser or lessee)

Standard Warranty period based on Caterpillar guidelines				
OWNER's NAME Morrow County			OWNER PHONE	
OWNER ADDRESS, CITY and ZIP CODE PO Box 428 Lexington, OR 97839-0428				
EXTENDED WARRANTY COVERAGE New Warranty - 60 mo 5,000 hrs & GEM (Failsafe)				
MODEL	PRODUCT DESCRIPTION	HOUR METER	SERIAL NUMBER	DELIVERY DATE
140	140 Motor Grader	104	N9J00481	

IMPORTANT NOTE TO OWNER: Complete terms of Standard or Extended Coverage are set forth on this document. Please read all pages carefully before signing. **YOUR RIGHTS AND REMEDIES IN CONNECTION WITH STANDARD OR EXTENDED COVERAGE ARE LIMITED AS INDICATED ON ALL PAGES OF THIS DOCUMENT. CATERPILLAR PRODUCTS CARRY NO IMPLIED WARRANTY OR MERCHANTABILITY OR FITNESS. STANDARD WARRANTY OR EXTENDED COVERAGE IS NOT INSURANCE.**

ACKNOWLEDGEMENTS: I have read and understand the terms, including limitations and exclusions, of Standard or Extended Coverage, and understand that it is not insurance. I also understand that the coverage applied for herein is not effective unless and until I pay the applicable charge for this extended coverage. I understand the SOS requirements _____ (initial)

OWNER/LESSEE SIGNATURE : _____ DATE: _____

The owner and product identified above meet all requirements for the coverage requested and the applicable charge for extended coverage has been paid.

DEALER SIGNATURE : _____ DATE: _____

TRANSFER: The unexpired portion of the Standard or Extended Repair Coverage may be transferred with Western States Equipment approval (see section F on back for complete details). Complete the section below to request transfer.

Purchase Application <input type="checkbox"/> COMMERCIAL <input type="checkbox"/> FORESTRY <input type="checkbox"/> WASTE <input type="checkbox"/> GOVERNMENTAL <input type="checkbox"/> AG	PURCHASER NAME	DATE MACHINE SOLD	DATES INSPECTION COMPLETED & APPROVED	
	ADDRESS (STREET, RR)	(CITY/TOWN)	(STATE)	(ZIP CODE)
	TRANSFER HOUR METER READING	SIGNATURE OF NEW BUYER	DEALER CONFIRMATION	

By signing this agreement I agree to the terms on the following pages.

CATERPILLAR STANDARD WARRANTY

General Provisions: Caterpillar warrants the products sold by it, and operating within the geographic area serviced by authorized USA and Canadian Caterpillar dealers, to be free from defects in material and workmanship. In other areas and for other products, different warranties may apply. Copies of applicable warranties may be obtained by writing Caterpillar Inc. 100 N.E. Adams St., Peoria IL, USA61629-3345.

Warranty Period: The Standard Caterpillar Machine Warranty is 12 Months/UNLIMITED hours of operation (whichever occurs first), based upon Caterpillar's recommended guidelines. For new associated work tools, the warranty period is 12 Months/UNLIMITED hours, starting from the date of delivery or sale to first user. No extended coverage is available for Caterpillar work tools. For new replacement engines, the warranty is 6 months, starting from date of delivery to the first user. Note: For hydraulic line's quick connect / disconnect components sold on compact wheel loaders, mini hydraulic excavators, skid steer loaders, multi terrain loaders, and compact track loader machines, the warranty period is 50 hours starting from the date of delivery to the first user.

Caterpillar Responsibilities: If a defect in materials or workmanship is found during the Standard Warranty period, Caterpillar will, during normal working hours and at a place of business of a Caterpillar dealer or other source approved by Caterpillar. 1) Provide (at Caterpillar's choice) new, remanufactured, or Caterpillar-approved repaired parts or assembled components needed to correct the defect. 2) Replace lubricating oil, filters, antifreeze, and other service items made unusable by the defect. 3) Provide reasonable or customary labor needed to connect the defect. Note: Items replaced under this warranty become the property of Caterpillar. Owner Responsibilities: The user is responsible for: 1) Providing proof of deliver date to the first user. 2) The costs associated with transporting the product. 3) Labor costs, except as stated under "Caterpillar Responsibilities." 4) Local taxes, if applicable. 5) Parts shipping charges in excess of those which are usual and customary (air freight). 6) Cost to investigate complaints, unless the problem is caused by a defect in Caterpillar material or workmanship. 7) Giving timely notice of a warrantable failure and promptly making the product available for repair. 8) Costs associated with the performance of required maintenance (including proper fuel, oil, lubricants, and coolant) and items replaced due to normal wear and tear. 9) Allowing Caterpillar access to all electronically stored data. 10) Costs associated with travel time and mileage required for on-site repairs.

EXTENDED REPAIR COVERAGE

A. General Provisions: During the selected coverage period, Western States Equipment will repair or replace, at its option, covered components of the product identified on the face of this document under the Extended Coverage Section. Coverage is subject to the listed conditions of "Standard", "Full Machine", "Power Train", or "Power Train Plus Hydraulics" and for the appropriately indicated "Months" and "Hours" for components that are defective in material or workmanship, subject to the terms and conditions set forth on both sides of this document. Such repair or replacement will be free of charge for parts and labor, except as otherwise stated below or as stated within the Standard Caterpillar Warranty section above. Under the "Governmental Full Machine" option, the extended coverage includes Scheduled Oil Sampling materials and analysis provided by Western States Equipment at Caterpillar's prescribed intervals. An Extended Coverage Contract is not required for purchase or to obtain financing.

Warranty Periods: Warranty periods for Extended Coverage are indicated in the extended warranty coverage box on the face of this document. The coverage is listed for hours and months, whichever expires first.

Owners Responsibilities: The owner (lessee, for leased products) at their expense, must maintain the product in accordance with the product's Operators Manual, and, upon request, provide adequate records verifying maintenance. For the "Power Train", "Power Train Plus Hydraulics", and "Full Machine" Extended Coverage, Scheduled Oil Sampling (SOS) must be taken by the owner at Caterpillar recommended intervals and sent to Western States Equipment. Failure to do so could jeopardize the Extended Coverage and result in shared liability on a pro rata basis if SOS could have predicted or reduced the cost of a covered failure. Note: Any malfunction of the service meter shall be reported within 30 days of said malfunction in writing, or this agreement is null and void.

Power Train Extended Coverage: The following components are covered. If a component is not listed, it is not covered. 1) ENGINE: basic engine including engine components essential to engine operation (i.e., fuel pump, oil pump, water pump, turbocharger, governor, engine control module, etc.). 2) TRANSMISSION: includes transmission pump and hydraulic controls. 3) TORQUE CONVERTER/DIVIDER. 4) DRIVE LINE: includes pinion and bevel gear. 5) TRANSFER GEAR GROUP. 6) DRIVE AXLES. 7) FINAL DRIVES. 8) HYDRAULIC DRIVE PUMPS AND MOTORS: on hydraulic excavators and machines equipped with hydrostatic drive or differential steering, including hydrostatic lines between the pump and motor. 9) BRAKE COMPONENTS for track-type loaders and tractors, only if they also provide steering. 10) STEERING CLUTCH COMPONENTS: on track-type loaders and tractors, if so equipped. 11) DIFFERENTIAL STEERING COMPONENTS: includes differential steer planetary group, pump, motor and pilot valves. 12) VIBRATORY COMPONENTS: on vibratory compactors. Includes vibratory mechanism, hydraulic pump and motor, hydraulic valves, universal joints, bearings, and drum isolation system. 13) ROTOR DRIVE MECHANISM: on paving profilers, reclaimers and stabilizers. This includes the drive shaft group, sheave groups, and clutch group. This excludes belts, chains and rotor brakes. 14) ELECTRONIC CONTROLS AND SENSORS: which function to direct power for moving the machine. This includes power shift controls, engine pressure controls, differential lock, and fingertip controls. Also includes the wiring connectors that are part of the designated power train components.

Power Train Plus Hydraulics Extended Coverage: The following components are covered. If a component is not listed, it is not covered. Power Train Plus Hydraulics coverage includes all of the above listed items under Power Train for the appropriately indicated hours and months, plus the following: 1) HYDRAULIC/STEERING HOSES AND LINES. 2) HYDRAULIC QUICK-COUPERS AND SWIVELS. 3) HYDRAULIC TANKS: includes specific internal parts. 4) HYDRAULIC OIL FILTER BASE, excluding hydraulic oil filters. 5) HYDRAULIC PUMPS AND MOTORS: including steering pumps (main and supplemental). 6) HYDRAULIC CYLINDERS: steering, suspension, and implement hydraulic cylinders (includes bulldozer and ripper cylinders on track-type tractors). 7) HYDRAULIC VALVES AND CONTROLS: includes all parts that make up a valve for directing or controlling hydraulic fluid for steering and implements, including automatic blade controls and bucket position controls. 8) HYDRAULIC ACCUMULATORS: steering and implement. 9) HYDRAULIC OIL COOLERS: steering and implement.

Full Machine Extended Coverage: All of the listed items included in the POWER TRAIN and POWER TRAIN PLUS HYDRAULICS coverage, plus all attachments/accessories that were installed on the product before delivery which are not covered by another warranty, for the appropriately indicated hours and months of coverage on the face of this document (whichever expires first). Governmental application "Full Machine Failsafe Coverage" will also include all fluid filters and pre-paid SOS as prescribed by Caterpillar's recommendations and a 95% machine availability as recorded by owner. Machine availability for Governmental application Full Machine Failsafe coverage will be determined by:

Scheduled Hours Available for Work (numerator)

Scheduled Hours (denominator)

The machine availability will be evaluated at 12-month intervals. If machine availability is below 95%, Western States Equipment will reimburse owner \$25.00 per hour for the

hours necessary to "enhance" availability to the 95% level.

Note: "Power Train", "Power Train Plus Hydraulics", and "Full Machine" coverage continue (unless transferred or terminated as per Section C or G below) until the expiration of the hours or months listed on the face of this document. The coverage period ends after reaching the specified number of months selected, or when the machine's hour meter reaches the specified number of hours limitation selected, whichever occurs first. Extended Coverage is available only through Western States Equipment for Caterpillar Equipment.

Note: Once Extended Coverage becomes effective, Western States Equipment's obligations there under extend only to the applicant identified on the face of this document, unless the remaining coverage is transferred to a subsequent end use purchaser of the product in accordance with Section F below, and indicated on the face of this document, or cancelled under Section G below.

Note: The travel time and mileage/hauling option is available only to Governmental application "Full Machine Failsafe coverage" option.

B. ITEMS NOT COVERED: Western States Equipment is not responsible for the following: 1) Premiums charged for overtime labor requested by the owner/lessee. 2) Transporting the product to and from the place where service is performed, or service calls made by the repairing dealer if the travel time and mileage/hauling option is not included. 3) Depreciation or damage caused by normal wear, lack of reasonable and proper maintenance, failure to follow operating instructions, misuse, lack of proper protection during storage, vandalism, the elements, collision or other accidents, or acts of God. 4) Normal maintenance and replacement of maintenance and wear items, such as filters, oil, fuel, hydraulic fluid, lubricants, coolants and conditioners, labor for taking oil sample, tires, Freon, batteries, lights, paint, fuses, glass, seat upholstery, undercarriage, lubricated joints (including pins and bushings), blades and cutting edge parts, belts, dry brakes, dry clutch linings, and bulbs. 5) Any defect in a non-covered component, or damage to or failure of a covered component caused by a defect in a non-covered component. 6) Travel time and mileage for Extended Repair Coverage repairs in the field, if travel time and mileage/hauling option is not included. 7) Auxiliary Equipment Manufacturers' attachments and new associated work tools and attachments carry only one warranty as prescribed by that manufacturer. 8) Western States Equipment will not be responsible for repairs, cost of repairs, or be assessed hours against the availability guarantee for damage or downtime caused by fire, vandalism, accident, operator's abuse, negligence, strikes, acts of God, failure to perform the manufacturer's recommended maintenance as set forth by the lube and maintenance guide, tire failure or Auxiliary Equipment or Attachments. 9) Owner/Lessee will not assess the time required to perform the manufacturer's recommended maintenance as set forth by the lube and maintenance guide against the availability guarantee. 10) All costs (including travel time and mileage/hauling) for repairs required because of abuse or improper operation will be charged to the owner/lessee. Minor repairs that do not affect the immediate and safe operation of the machine will be completed within the earliest possible period within Western States Equipment maintenance schedule.

C. TERMINATION OF EXTENDED COVERAGE: Western States Equipment is relieved of its obligation under Extended Coverage if: 1) The product is altered or modified in any manner not approved by Western States Equipment in writing. 2) The product's hour meter has been rendered inoperative or otherwise tampered with, or any malfunction of the service meter is not reported within 30 days of said malfunction in writing to Western States Equipment. 3) The product is removed from Western States' territory. 4) Use is made of the product within an application group other than the one designated in the original application for Extended Coverage for the product.

D. LIMITATIONS OF WESTERN STATES EQUIPMENT LIABILITY: In no event will Western States Equipment be liable for any incidental or consequential damages (including, without limitation, loss of profits, rental of substitute equipment, or other commercial loss) that may be caused due to a defect in the product or the breach of performance of Western States Equipment obligations under Extended Coverage.

E. OBTAINING EXTENDED COVERAGE SERVICE: To obtain service the owner/lessee must request Extended Coverage Service from the nearest Western States Equipment branch. When making a request, the owner/lessee must promptly make the product available for repair and inform the dealer of what they believe is the problem/defect. Extended Coverage service can be performed in the field if the owner/lessee and servicing branch agree to do so. However, Western States Equipment will not be held responsible for any additional cost incurred because of the decision to repair a machine in the field. Dealer Branches toll free number:

Idaho Falls, ID	877-552-2287	Pendleton, OR	888-388-2287
Lewiston, ID	800-842-2225	Pasco, WA	800-633-2287
Meridian, ID	800-852-2287	Spokane, WA	800-541-1234
Pocatello, ID	800-832-2287	Hayden, ID	208-762-6600 (Not a toll free number)
Twin Falls, ID	800-258-1009		
Kalispell, MT	800-635-7794		
Missoula, MT	800-548-1512		
LaGrande, OR	800-963-3101		

F. TRANSFER OF UNUSED COVERAGE UPON RESALE: Remaining Extended Coverage applicable to a used Caterpillar product is transferred to a subsequent end use purchaser only if: 1) The subsequent purchase is made before the product's Extended Coverage expires. 2) The product is determined by Western States Equipment to be in satisfactory condition following an inspection performed by an authorized Western States Equipment branch at the subsequent end use purchaser's expense. 3) The subsequent end use purchaser receives Western States Equipment's written confirmation of the transfer. 4) The use of the product by the subsequent end use purchaser remains in the initial/same application group designed on the product's original coverage application, or the subsequent end use purchaser pays the amount specified by Western States Equipment for conversion of the remaining coverage to a different application group.

G. CANCELLATION OF COVERAGE: The owner may cancel Extended Coverage: 1) Within thirty (30) days of machine purchase by original end use purchaser if no claim has been made, and receive a full refund of the coverage purchase price, less a \$50.00 cancellation fee. 2) At any other time during the coverage by the first end use purchaser and receive a pro rata refund of the coverage purchase price for the unexpired term of the coverage, based on the number of lapsed months, less a \$50.00 cancellation fee. 3) Prior to cancellation owner/lessee must provide written notice of the intent to cancel coverage to the nearest Western States Equipment branch.

H. COVERAGE AFFORDED UNDER THIS CONTRACT IS NOT GUARANTEED BY THE IDAHO INSURANCE GUARANTY ASSOCIATION. OBLIGATIONS OF THE MACHINE SERVICE CONTRACT PROVIDER UNDER THIS MACHINE SERVICE CONTRACT ARE GUARANTEED UNDER A SERVICE CONTRACT LIABILITY POLICY. SHOULD THE MACHINE SERVICE CONTRACT PROVIDER FAIL TO PAY OR PROVIDE SERVICE ON ANY CLAIM WITHIN SIXTY (60) DAYS AFTER PROOF OF LOSS HAS BEEN FILED, THE MACHINE SERVICE CONTRACT HOLDER IS ENTITLED TO MAKE A CLAIM DIRECTLY AGAINST THE INSURANCE COMPANY.

I. UPON FAILURE OF THE OBLIGOR TO PERFORM UNDER THE CONTRACT, CATERPILLAR INSURANCE COMPANY SHALL PAY ON BEHALF OF THE OBLIGOR ANY SUMS THE OBLIGOR IS LEGALLY OBLIGATED TO PAY OR SHALL PROVIDE THE SERVICE THAT THE OBLIGOR IS LEGALLY OBLIGATED TO PERFORM ACCORDING TO THE OBLIGOR'S CONTRACTUAL OBLIGATION UNDER THE SERVICE CONTRACTS ISSUED BY THE OBLIGOR, AND CATERPILLAR INSURANCE COMPANY WILL PAY CLAIMS AGAINST THE OBLIGOR FOR THE RETURN OF THE UNEARNED PURCHASE PRICE OF THE SERVICE CONTRACT.

J. THIS DOCUMENT IS NOT AN IMPLIED WARRANTY. THIS COVERAGE IS EXPRESSLY IN LIEU OF ANY OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. REMEDIES UNDER THIS COVERAGE ARE LIMITED TO THE PROVISION OF MATERIAL AND LABOR, AS SPECIFIED HEREIN. WESTERN STATES EQUIPMENT IS NOT RESPONSIBLE FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES.

K. REGISTER OBLIGOR: WESTERN STATES EQUIPMENT COMPANY IS REGISTERED OBLIGOR, WHO IS CONTRACTUALLY OBLIGATED TO THE SERVICE CONTRACT HOLDER OWNERS NAME TO PROVIDE SERVICE UNDER THIS SERVICE AGREEMENT. WESTERN STATES EQUIPMENT COMPANY CAN BE CONTACTED AT THE FOLLOWING ADDRESS OR PHONE NUMBER: WESTERN STATES EQUIPMENT COMPANY 500 E OVERLAND ROAD, MERIDIAN, ID 83642 (208) 888-2287. SERVICE CONTRACT INSURER: CATERPILLAR INSURANCE COMPANY 2120 WEST END AVE., NASHVILLE, TENNESSEE 37203 | 800 248-4228



Caterpillar Inc.
Peoria, Illinois 61629

Check when information has been entered into the Product Information System through Caterpillar dealer terminal.

DO NOT SEND IF ENTERED INTO P.I.S.

Delivery Service Record

Comprobante Del Servicio de Entrega

DLR. CODE	MODEL	MACHINE SERIAL NO.	HOURS	DELIVERY DATE	ENGINE SERIAL NO.
COD. DISTRIB.	MODELO	N/S MAQUINA	HORAS	FECHA DE ENTREGA	N/S MOTOR
H510	140	N9J00481	104		

ATTACHMENTS INSTALLED: BUCKET, DOZER, RIPPER, WINCH, CAB, TRANSMISSION, BOOM, STICK, ETC.

ACCESORIOS INSTALADOS: CUCHARON HOJA, DESGARRADOR, MALACATE, CABINA, TRANSMISION, PLUMA, BRAZO, ETC.

Mfr. & Model or Part No, Fabricante y Modelo o N/P	Mfr. & Model or Part No, Fabricante y Modelo o N/P	Mfr. & Model or Part No, Fabricante y Modelo o N/P	Mfr. & Model or Part No, Fabricante y Modelo o N/P
Serial No. N/S	Serial No. N/S	Serial No. N/S	Serial No. N/S

Customer Name (Please Print) Morrow County
Nombre del Cliente (con letra de imprenta)

Dircción postal completa PO Box 428 Lexington, OR 97839-0428

Country USA
país

Delivery service on this machine has been completed, including the following items. Check () when each item is completed.
El servicio de entrega de esta máquina se ha completado incluso los puntos siguientes, Marque () cada punto que complete.

- 1. Operation Guide delivered with machine and operating controls and warning labels explained to user.
Se entregó con la máquina la Guía de Operación y se explicó al usuario la operación de los controles y los rótulos de advertencia.
- 2. Maintenance Guide delivered with machine and maintenance service, fluid levels and adjustments explained to user.
Se entregó con la máquina la Guía de Conservación y se explicó al usuario el servicio de conservación, ajustes y nivel de fluidos.
- 3. Parts Book delivered with machine.
Se entregó con la máquina el Catálogo de Piezas.
- 4. All items on Delivery Checklist have been completed.
Se hizo todo lo indicado en el Comprobante de Entrega (No. de Forma 01-085314-03).

User's Signature _____
Firma del usuario

Dir. Rep. Signature _____
Firma del representante del distribuidor

Delivery Checklist CONTINUED ON REVERSE SIDE

At dealership

- Make sure all pending Safety Product Improvement Programs (PIP) have been completed.
- Make sure all necessary forms and literature are available.
- All decals are installed.
- All attachments are installed/available.
- Install shipping/service lock pins in fire suppression system (if equipped) when transporting machine.

At delivery area with customer (owner, operator):

- Explain Parts Book.
 - Explain all warning labels on machine.
 - Show location of all serial numbers on machine.
- Lubrication and Maintenance.
- Explain Maintenance Guide.
 - Instruct how to use lubrication and maintenance chart.
 - Show all lubrication points on the machine and attachments.

Lista de Comprobación SIGUE AL DORSO

En la distribuidora

- Asegúrese que se completaron los programas pendientes de mejoras al producto para fines de seguridad (PIP).
- Asegúrese que hay disponibles todas las formas y folletos necesarios.
- Se han puesto todas las etiquetas.
- Todos los accesorios están instalados/disponibles.
- Se han instalado los pasadores de traba para embarque/servicio en el sistema supresor de incendios (si tiene) al transportar la máquina.

En el lugar de entrega, con el cliente (propietario, operador)

- Explicar el Catálogo de Piezas.
 - Explicar todos los rótulos de advertencia de la máquina.
 - Mostrar ubicación de todos los números de serie en la máquina.
- Lubricación y Conservación
- Explicar la Guía de Conservación.
 - Indicar cómo se utiliza el cuadro de lubricación y conservación.
 - Mostrar todos los puntos de lubricación de la máquina y accesorios.



AGENDA ITEM COVER SHEET
Morrow County Board of Commissioners
(Page 1 of 3)

Item #

This document must be completed for each agenda item submitted for consideration by the Board of Commissioners.

Staff Contact: Burke O'Brien / Matt Scrivner
Department: Public Works / Road
Person Attending BOC Meeting (REQUIRED): Burke O'Brien / Matt Scrivner
Short Title of Agenda Item: Road Report

Phone Number (Ext): 541-989-9500
Requested Agenda Date: 7/26/2017

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
Discussion Only
Discussion & Action
Estimated Time:
Department Report
Other:

N/A For Contracts and Agreements Only
Contractor/Entity:
Contractor/Entity Address:
Effective Dates - From: Through:
Total Contract Amount: Budget Line:
Does the contract amount exceed \$5,000? Yes No
If Yes, Attach Purchase Pre-Authorization Request if Applicable

Reviewed By:

Handwritten signature and date 7/21/2017
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

Note: All entities must sign documents before they are presented to the Board of Commissioners. Original documents are preferred. Agenda requests, including this completed form and supporting documents, must be received by the Board's office by Noon on the Friday prior to the Board of Commissioners Wednesday meeting. County Counsel and Finance review is required for all contracts.

AGENDA ITEM COVER SHEET

Morrow County Board of Commissioners

(Page 2 of 3)

1. TITLE OF AGENDA ITEM: Road report

2. ISSUES, BACKGROUND, AND DISCUSSION:

Ione-Boardman: (1) road grader with a grid roller attachment has worked this stretch of road twice in the last month to compact the road base and make the road as smooth as possible until fall rains will allow for the widening and additional rock layers to be added.

Ella road: Crew has completed the bank sloping and shoulder building portion of the project. Later this month we will be doing some pre-leveling work on that 2.5 mile stretch before the contractor does the overlay. The crew will then continue north paver patching to the intersection with Baker lane.

Laurel/Wilson intersection: The overlay portion of this project was completed in 4 days with 1,318.32 tons of asphalt. Torch down legends, stop bars and striping was applied in one day. Shoulder rock and remaining fog lines and yellow striping will be completed in the fall.

Pole line road: Two days of paver patching was completed from the intersection with Frontage road south to the main mill entrance. 530.55 tons of asphalt were placed.

Ione-Gooseberry: Crew has started paver patching just south of Ione working towards the intersection with Olden road. This patching will take at least two weeks to complete.

3. OPTIONS: N/A

4. FISCAL IMPACT: N/A

5. STAFF RECOMMENDATIONS: N/A

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

- Attach additional background documentation as needed.

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

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

Morrow County Sheriff's Office



325 Willow View Drive P.O. Box 159
Heppner, OR 97836
Phone: (541)676-5317
Fax: (541)676-5577

Kenneth W. Matlack, Sheriff
John A. Bowles, Undersheriff

July 2017

Seems to be a slow month so far, which is a good thing :)

911 Hang up or Accidental dials

- July – 42 so far.

South County

- 7-6 Accident. Mp10 Willow Creek Road. Pickup Truck reported off the road, on the creek side, folded up with broke windshield, rolled. Located driver at nearby residence. Ambulance responded, patient refusal. Transported POV back home to LaGrande.
- 7-15 Citizen Assist. Resident ran away from Lakeview Heights and is swimming near the Dam. She will not come out of the water. Worker called back to advise they convinced swimmer to come out of the water and back to Lakeview.

North County

- 7-5 Agency Assist/Benton County, WA. Three subjects left on a jet ski about 6:30pm, been gone about hour and a half. One subject was found 3 miles West of Crowe Butte about ¼ mile off the Oregon side. 40-year-old male and 3yo female still missing. Unknown if they have life jackets. MCSO Marine Deputy called out, headed to Marina. Benton County called back. Disregard, but thanks. They found all subjects alive.
- 7-6 Lost Child. Boardman Eastbound Rest Area. Nine-year-old male came out of the restroom and his family had left without him. From Montana. Able to make contact with parents on the road. They came back to pick up son. He had been in the third seat row in the Suburban and no one saw him get out and go into the rest area. They thought he was still asleep in the back.
- 6-21 Fire started in Gilliam County, was reported to MCSO by someone on the freeway, by county line about 1:40 pm. Boardman Fire went out to check, in Gilliam County and they were aware of situation and had crews working fire. At 5:12pm, lone FD was paged out to respond to mp9 on Highway 74 to protect structures from wildland fire that got away from Gilliam County. Our Fire Crews headed back to station about 1am.
- 7-21. Excessive Speed. Three drivers driving in excess of 90mph on the freeway were issued citations with-in 1-hour period.
- 7-22. Excessive Speed. Five drivers driving in excess of 90mph on the freeway were issued citations with-in 1-1/2-hour period. (Two citations earlier in month were in excess of 100mph)



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

Item #

This document must be completed for each agenda item submitted for consideration by the Board of Commissioners.

Staff Contact: Bobbi Childers
 Department: Clerk
 Person Attending BOC Meeting (Required): N/A
 Short Title of Agenda Item: Report

Phone Number (Ext):
 Requested Agenda Date:

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"/> Discussion Only
<input type="checkbox"/> Public Comment Anticipated:	<input type="checkbox"/> Discussion & Action
Estimated Time:	Estimated Time:
<input type="checkbox"/> Document Recording Required	<input checked="" type="checkbox"/> Department Report
<input type="checkbox"/> Contract/Agreement	<input type="checkbox"/> Other:

<input checked="" type="checkbox"/> N/A	For Contracts and Agreements Only
Contractor/Entity:	
Contractor/Entity Address:	
Effective Dates – From:	Through:
Total Contract Amount:	Budget Line:
Does the contract amount exceed \$5,000? <input type="checkbox"/> Yes <input type="checkbox"/> No	
If Yes, Attach Purchase Pre-Authorization Request if Applicable	

Reviewed By:

_____	Department Head	Required for all BOC meetings
DATE		
_____	Admin. Officer/BOC Office	Required for all BOC meetings
DATE		
_____	County Counsel	Required for all legal documents
DATE		
_____	Finance Office	Required for all contracts; Other items as appropriate.
DATE		
_____	Human Resources	If appropriate
DATE		

Note: All entities must sign documents before they are presented to the Board of Commissioners. Original documents are preferred. Agenda requests, including this completed form and supporting documents, must be received by the Board's office by Noon on the Friday prior to the Board of Commissioners Wednesday meeting. County Counsel and Finance review is required for all contracts.

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

1. TITLE OF AGENDA ITEM:
2. ISSUES, BACKGROUND, AND DISCUSSION:

3. OPTIONS:

4. FISCAL IMPACT:

5. STAFF RECOMMENDATIONS:

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

- Attach additional background documentation as needed.

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

- | | |
|---|---|
| <input type="checkbox"/> Clerk (Original for recording) | <input type="checkbox"/> Finance Department (Copy for file) |
| <input type="checkbox"/> Board of Commissioners (Copy for file) | <input type="checkbox"/> Department – For distribution |
| <input type="checkbox"/> Other _____ | |



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

County Clerk

Bobbi A. Childers Ext. 5601
Deputy Clerk- Records
Theresa Crawford: Ext. 5600
Deputy Clerk- Elections
Kandy Boyd Ext. 5603

July 26, 2017

RE: Draft Schedule of Dept Reports

Dear Commissioners,

My department is currently working on daily updates and changes in OCVR (Oregon Central Voters Registration). We currently have 5759 registered voters in Morrow County. We continue to bring in old documents from/film to digital images for the good of the public.

I used ENR (Election Night Reporting) for the May election and I didn't have one call on Election night.

We continue to have new electronic recording vendors each week. Most of our documents come in as a digital format. We continue to find new avenues to better serve the public.

My department continues to facilitate the opening and closing of the building along with being the zero number (operator) for all the county phone lines.

Regards,

A handwritten signature in cursive script that reads "Bobbi A Childers".

Bobbi Childers
Morrow County Clerk



Human Resources

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

Karen Wolff
Human Resources Director
kwolff@co.morrow.or.us

To: Morrow County Board of Commissioners
From: Karen Wolff, Human Resources Director
Date: July 24, 2017
Re: Human Resources Quarterly Report

A handwritten signature in blue ink that reads "Karen Wolff".

As usual, the months before Budget Hearings are very busy in Human Resources. The weather at the first of the calendar year complicated issues. We continue to review our processes and try to make them as streamlined and transparent as possible. I hope to provide a short training at each Department Head/Elected Official in support of our supervisors. SAIF was here at the March DH/EO meeting and I am preparing for the May meeting.

May

- Facilitated an Excel class for approximately 15 employees.
- Finalized details for Sheriff's Office reorganization.
- Met with Labor Counsel regarding Collective Bargaining and employment law in general.
- Stopped by HR offices in Hood River county and Wasco county. Informal networking.
- Compiled and distributed updated Safety Manual.
- Department Head meeting – First IT Tech video and presentation on Generational Workforce Management.
- Commissioner Training on Collective Bargaining.
- Met with Sheriff's Office Management Representative for Collective Bargaining.
- Assisted a department with citizen/client complaint regarding employee.
- Begin investigating Surveyor status: Employee vs. Professional Services Contract

June

- Attended CIS class: Family Leave and ADA.
- Continue discussions with County Administrator, Finance Director and County Counsel regarding Surveyor.
- Continue working with a department regarding citizen/client complaint regarding employee. Conduct internal investigation.
- Work with departments regarding summer schedules.
- Collective Bargaining with Teamsters/Sheriff's Office.
- AFSCME Labor Management meeting.
- Public Health interviews.
- Completed insurance renewals.
- Participated in planning for Solar Eclipse impacts to Morrow County.
- Met with David Sykes regarding Bartholomew Building wall art.
- Posted updated Seniority Lists for all three Unions.
- Awesome vacation!

July

- Work towards finalizing recommendation regarding Surveyor status.
- Participate in planning for Solar Eclipse impacts to Morrow County.
- Respond to citizen/client complaint regarding county employee.
- Begin process to review Administrative Officer job description, set goals for Administrative Officer, and recruit and fill Administrative Officer position.

Recruitments

- May
- Recruit for Public Health RN.
 - Public Health Translator recruitment.
 - New Employee Orientation – SO Communication Deputy x 2
 - Recruit for General Maintenance Assistant
- June
- Assist The Loop with driver ad.
 - Public Health interviews – Translator
 - Additional recruitment for Public Health RN
 - Assist in interviews for General Maintenance Assistant

Monthly

- Send Anniversary Date Reminders
- Safety Committee
- Respond to Unemployment Claims
- Handle SAIF Claims
- Pay the bills. Training Roberta in this process.
- Insurance claims
- Correspondence with Unions on various issues.
- Meet with employees and Department Heads as needed.
- Support Administrative Officer as needed.
- Support Commissioners as needed.
- Continue to update Human Resources page of county web site.

MORROW COUNTY SURVEYOR

STEPHEN K. HADDOCK, PLS, CFedS

P.O. BOX G

PILOT ROCK, OREGON 97868

(541) 443-2922 ph.

To: Morrow County Commission

July 26th, 2017

COURT HOUSE
Heppner, OR 97836

Re: County Surveyor's report.

Dear Morrow County Commissioners,

In my report on April 21st I reported that I had recently received a box of surveys from a recently retired surveys in which I found several that had not been recorded. Since that date I have received an additional 4 boxes of surveys from the same individual that I have not had time as yet to sort through. I estimate it will take several days to go through these new files to compare them with the record while searching for additional unrecorded surveys and will be scheduling that sorting process into my schedule. I also received several records requests recently from surveyors who are working in Morrow County where the records request revealed additional unrecorded surveys. I was able to obtain copies of those surveys and they are now recorded in the surveyor's records and available to the public.

I have picked up the flat files that I purchased for the surveyor's records and was able to get them moved to the connex in Lexington and they are in place and functional. I would also like to report that an effort was made at providing a step up into the connex. Someone has placed three CMU cinder blocks in the place where a step should be.

I am sure that you all have seen the pipeline project going on between Heppner and Lexington. I learned about this project the day I was moving the flat files when I saw the pipe layed out along the route it was to be installed along. When I checked with the contractor concerning which land survey monuments they knew about along the route it was brought out that Morrow County has no process in place to comply with ORS Chapter 209.250 Sections 140, 150 and 155. These statutes require that any person or public agency performing work that will interfere or disturb a survey monument to contact the County Surveyor prior to the work in order to determine which monuments may be subject to destruction and to make arrangements for the protection of those monuments. This law is similar to the call before you dig statute but there is little incentive for the contractors to comply with law as it is an extra expense for them. I have spoken with Burke O'Brien and Carla McLain about establishing some sort of process where I would be notified about known construction projects prior to permit approval so that an effort can be made to contact the contractors for compliance in this area. At present we are only in the discussion phase but will continue to work on this issue. At present, Burke has sent me the list of County Road projects for this fiscal year and I am in the process of reviewing the survey records in those areas to determine the existence of monumentation along those routes. I will keep you informed of any progress made with this situation as I continue to pursue a potential solutions to the issue of disappearing monumentation.

Sincerely,



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

**Board of Commissioner Meeting
Health Dept. Quarterly Update
July 26th, 2017**

Public Health Modernization

The Legislature awarded \$5 Million dollars towards the work of modernization. Priorities identified per Conf of Local Health Officials (CLHO) last fall included Communicable Disease and Environmental Health CD.

The State is in the process of creating an RFP to develop regional approaches for identifying, responding to and preventing the transmission of CD.

- Tier 1 (ready to implement) and Tier 2 (Capacity building)
- Regional approach

Family Planning

Changes next spring with funds separated into two categories: Community Outreach/Education and Clinical services.

Immunization

Outreach continues to the schools, community in general and business partners. Flu Vaccine should be arriving soon and will begin vaccinating in early fall.

Nurse Home Visiting position – Upcoming Vacancy

Last work day for current Nurse is Sept 8th. Reached out to Nursing educational programs in May and actively advertising. No applicants/inquiries yet.

Health Education/Tobacco Prevention Update – Molly Rhea

Touch base regarding prevention/education work

MRC/Healthcare Preparedness Update - Shelley Wight

Brief history of MRC

Mini Grant purchases

Medical Support Unit trailer

- Planned deployment to Baker County for Eclipse Event
- Take brief break or view after BOC adjourns