

MORROW COUNTY BOARD OF COMMISSIONERS MEETING AGENDA

Wednesday, August 22, 2018 at 9:00 a.m.

Bartholomew Building Upper Conference Room

110 N. Court St., Heppner, Oregon

1. **Call to Order and Pledge of Allegiance - 9:00 a.m.**
2. **City/Citizen Comments:** Individuals may address the Board on issues not on the agenda
3. **Open Agenda:** The Board may introduce subjects not already on the agenda
4. **Consent Calendar**
 - a. Accounts Payable dated August 23rd; Two Payroll Payables, Immediates & Electronic: dated August 15th in the amount of \$156,469.73; Employee Finals dated August 7th in the amount of \$1,441.39; August Retirement Taxes dated August 3rd in the amount of \$18,767.41; Three Void Checks dated August 3rd & 16th, totaling \$56,096; CIS Trust Retirement Premium manual check dated August 6th in the amount of \$249,915.26; Columbia Improvement District manual check dated August 1st in the amount of \$1,000; SPI/HAAS & Wilkerson Insurance manual check dated August 1st in the amount of \$3,678
 - b. Minutes: August 1st, August 8th; August 15th
5. **Business Items**
 - a. Emergency Management/Wildfire Update (Undersheriff John Bowles; Matt Scrivner, Public Works Director; Fire Chief Rusty Estes)
 - b. First Reading – Ordinance ORD-2018-2: Adopting the Parks Master Plan (Carla McLane, Planning Director)
 - c. First Reading – Ordinance ORD-2018-3: Adopting the Heideman Aggregate (Carla McLane, Planning Director)
 - d. Order No. OR-2018-10: Adopting a Fee Schedule for Morrow County (Darrell Green, Administrator)
 - e. Order Numbers OR-2018-11, OR-2018-12 and OR-2018-13 to Auction County-owned foreclosed properties (Mike Gorman, Assessor/Tax Collector)
 - f. Purchase Pre-Authorization Request from Public Works - 2018 Superior Road Broom (Eric Imes, Assistant Road Master)
 - g. Purchase Pre-Authorization Request from Public Works - Shop Heating System (Eric Imes, Assistant Road Master)
 - h. Purchase Pre-Authorization Request from Public Works - Cat 315F Excavator (Eric Imes, Assistant Road Master)
6. **Department Reports**
 - a. Road Department Monthly Report
7. **Correspondence**
8. **Commissioner Reports**
9. **Signing of documents**
10. **Lunch break**
11. **Business Items, continued**
 - i. Public Health Department Triennial Review Findings (Danna Drum, Oregon Health Authority)
12. **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 Darrell J. Green, Administrator at (541) 676-2529.

Morrow County Board of Commissioners Meeting Minutes
August 1, 2018
Bartholomew Building Upper Conference Room
Heppner, Oregon

Present

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

8:00 a.m. Site Visit to Lexington Airport

The Commissioners viewed a PowerPoint presentation which showed the different phases of construction for the 2018 Lexington Airport Apron Construction Project. The group then toured the Airport improvements.

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

City and Citizen Comments: No comments

Open Agenda: Commissioner Lindsay requested to add a discussion at the end of the meeting about tomorrow's Heppner Chamber of Commerce meeting.

Consent Calendar

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

1. *Accounts Payable dated August 2nd in the amount of \$133,471.87*
2. *Order No. OR-2018-9: In the Matter of Establishing the Morrow County Statewide Transportation Improvement Fund Advisory Committee and Adopting the Bylaws*
3. *Oregon Health Authority Agreement #157333 – Public Health, Medicaid Administrative Claiming, effective July 1, 2018-June 30, 2023, not to exceed amount \$320,000; and authorize Chair Russell to sign on behalf of the County*

Commissioner Doherty seconded. Unanimous approval.

9:05 a.m. Public Hearing

AC-120-18 Morrow County Parks Master Plan – To adopt the Parks Master Plan as a guidance document for the Comprehensive Plan related to Goal 4, Forest Land, and Goal 8, Recreation

Chair Russell called for abstentions or conflicts of interest; all replied in the negative. He then explained how to offer testimony and called for the Staff Report.

Planning Director Carla McLane said the Parks Master Plan is designed to be a foundational document, especially concerning the ability to allow additional visitor/traveler services in the

future. These could include food service beyond a snack shack, overnight services beyond an RV Park, and a gas station/convenience store, she said. Discussion.

Ms. McLane stated the Plan comes with a “do adopt” recommendation from the Planning Commission, but noted one map will be replaced and a minor typo will be corrected.

Chair Russell called for proponents to speak, no response. He called for opponents to speak, no response. Ms. McLane discussed the option of declaring an emergency in order to move into the next phase of the process as timely as possible.

Chair Russell closed the hearing.

Commissioner Lindsay moved to adopt the Morrow County Parks Master Plan as a guidance document for the Comprehensive Plan related to Goal 4, Forest Land, and Goal 8, Recreation. Commissioner Doherty seconded and asked if the emergency clause would be included. Unanimous approval.

Commissioner Lindsay discussed her hesitancy to include the emergency clause when there is not truly an emergency. She said it was done recently for a solar facility but she was uncomfortable doing so again. Discussion.

Commissioner Doherty moved to add an emergency clause to the original motion to expedite the process (effective 30 days after the first and second readings). Commissioner Lindsay seconded. Unanimous approval.

9:26 a.m. Public Hearing

AC-117-18 Heideman Aggregate – To add a locally significant site to the Morrow County Inventory of Natural Resources – Aggregate Mineral Resources

Chair Russell called for abstentions or conflicts of interest. Commissioner Lindsay stated she would recuse due to a conflict of interest and removed herself from the dais; Chair Russell and Commissioner Doherty said they had no reasons to abstain or conflicts of interest. Chair Russell relayed how to offer testimony and called for the Staff Report.

Ms. McLane said the request is to amend the Morrow County Comprehensive Plan by adding a locally significant aggregate site to the Morrow County Inventory of Natural Resources – Aggregate and Mineral Resources. The associated Conditional Use Permit CUP-N-329, which allows mining on land zoned Exclusive Farm Use, was approved by the Planning Commission. She went on to describe the application and Planning Commission process to-date.

Chair Russell called for proponents to speak:

Jay Rasmussen, HNS, Inc., La Grande
Aaron Heideman, Hermiston

Mr. Rasmussen said his primary role was to represent Mr. Heideman in his efforts to establish a quarry. He went on to say HNS supplies aggregate for a variety of projects and he also mentioned some of the agencies for which HNS has worked. Chair Russell said the opposition to Mr. Heideman's application centered around the cement and asphalt portions of the original application, but those have since been removed, correct? Both Mr. Rasmussen and Mr. Heideman agreed.

Chair Russell called for opponents to speak: no response.

Commissioner Lindsay requested to speak as a neutral party. She said her initial concerns about the cement and asphalt portions of the permit were resolved with Mr. Heideman. However, she said she remained troubled by some of the wording still in the CUP, which she understood was removed by the Planning Commission. Ms. McLane said her notes differed from Commissioner Lindsay's recollection of the meeting. The Board discussed delaying action until the Planning Commission minutes could be reviewed but Commissioner Lindsay withdrew her objection and said she and Mr. Heideman would reach an agreement on their own.

Chair Russell closed the hearing.

Commissioner Doherty moved to approve Comprehensive Plan Amendment Request AC-117-18 Associated with Conditional Use Request CUP-N-329 - Adding a locally significant aggregate site to the Morrow County Inventory of Natural Resources – Aggregate and Mineral Resources. Chair Russell seconded. Vote – Aye: Chair Russell and Commissioner Doherty; Recused: Commissioner Lindsay. Motion carried.

Ms. McLane asked if there was interest in adding an emergency clause to allow operations to begin sooner.

Commissioner Doherty moved to add an emergency clause to expedite the process (effective 30 days after the first and second readings). Chair Russell seconded. Vote – Aye: Chair Russell and Commissioner Doherty; Recused: Commissioner Lindsay. Motion carried.

Commissioner Lindsay resumed her place at the dais.

Department Reports

Treasurer's Report

The report prepared by Treasurer Gayle Gutierrez was reviewed in her absence.

Business Items

Resolution No. R-2018-18: Declaring a Drought Emergency

Chair Russell asked where the request to declare an emergency originated, since an outside request is needed to begin the process. Bob Mahoney, Heppner, said he made the request as conditions are extremely dry and the water table is shrinking rapidly. He said he was concerned

about water for his livestock and that two more months of dry weather are predicted. He encouraged the Board to declare the emergency, especially since neighboring counties have already done so. Discussion as to the potential assistance to farmers and ranchers when a drought declaration is approved by the governor.

Commissioner Doherty moved to approve Resolution No. R-2018-18: In the Matter of Declaring a State of Drought Emergency in Morrow County. Commissioner Lindsay seconded. Unanimous approval.

Break: 10:12 a.m. **Resumed:** 10:19 a.m.

National Association of Counties (NACo) Conference Review

Commissioner Jim Doherty

Commissioner Doherty recounted his recent trip by bus to the NACo Annual Conference & Exposition in Nashville. He said there were 3,000 attendees and a wide variety of meeting topics from which to choose. A few of the sessions he attended were on Health Policy and Arts & Culture. Popular topics of interest were the Veterans Choice Initiative, the Opioid Crisis, and Disaster Response. Commissioner Doherty offered many anecdotes about the bus trip itself and offered the following advice for anyone who begins to feel too full of him or herself – just take a cross-country bus ride.

Department Reports, continued

Administrator's Monthly Report

Darrell Green reviewed his report and said if the Human Resources Director candidate passes the background and reference checks, that person should start August 20th.

Sheriff's Office Monthly Report

Administrative Lieutenant Melissa Ross was on hand for questions about the report. The group discussed the collaboration among entities responding to the Wilson Prairie Fire.

Finance Department Quarterly Report

Finance Director Kate Knop reviewed her report, including the activities of each section within Finance (Payroll, Accounts Payable, etc.). She also said the recruitment for the Staff Accountant position remains open.

Assessment & Tax Quarterly Report

Mike Gorman, Assessor/Tax Collector

Mr. Gorman reported on the activities of Appraisal staff and Assessor/Tax Collector staff. He also reviewed the following reports:

- Summary of Property Tax Collections for Fiscal Year ending June 30, 2018
- 2018 Foreclosure List Issued by Morrow County
- 2017-18 Governmental Accounting Standards Board (GASB) 77 Declarations (Tax Abatement Disclosures)

Correspondence

- Oregon Department of Forestry Fire Update for Friday, July 27th
- Letter from Barry Beyeler, Community Development Director, City of Boardman, expressing the value of the USDA Animal and Plant Health Inspection Service, Wildlife Specialist Chris Lulay to the City of Boardman
- Press release from the Port of Morrow regarding the Meet & Greet for Executive Director candidates on August 6th

Commissioner Reports

- Commissioner Doherty attended an Alcohol & Drug Policy Committee Meeting in Portland. He said Oregon is at the bottom of the rankings when it comes to treatment and prevention, however the Governor has made prevention, treatment and recovery a priority. Commissioner Doherty also said the vendor at the OHV Park restaurant decided to move on and gave two weeks' notice.
- Commissioner Lindsay attended a meeting for public comment regarding the Forest Plan. She said there are road closures that are listed under Elk Resiliency in the Plan. She said she was told by the foresters that the County doesn't have standing in an appeal process even though we are a Cooperator, but there may be an avenue through the Eastern Oregon Counties Association. Commissioner Lindsay also discussed the Local Public Safety Coordinating Council meeting yesterday where there were good conversations about the crossover of mental health and the justice system.
- Chair Russell said he participated in the Human Resource Director interviews last week, as well as the collective bargaining negotiations as an observer.

Heppner Chamber of Commerce Presentation

The Commissioners discussed the update the County will provide at the Heppner Chamber of Commerce luncheon and who will speak on the various topics, such as wind tower projects and north County facility planning.

Signing of documents

11:45 a.m. Executive Session: Pursuant to ORS 192.660(2)(d) – To conduct deliberations with persons designated by the governing body to carry on labor negotiations

11:55 a.m. Closed Executive Session – No decisions

11:55 a.m. Executive Session: Pursuant to ORS 192.660(2)(f) – To consider information or records that are exempt by law from public inspection

12:05 p.m. Closed Executive Session – No decisions

Adjourned: 12:05 p.m.

DRAFT

Morrow County Board of Commissioners Meeting Minutes
August 8, 2018
Irrigon City Hall, Council Chambers
Irrigon, Oregon

Present

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

Call to Order and Pledge of Allegiance: 9:03 a.m.

City and Citizen Comments: Irrigon City Manager Aaron Palmquist encouraged the County to revisit the idea of improvements to the Heritage Trail. He also said good things will be happening in Irrigon over the course of the next three years.

Open Agenda: Commissioner Lindsay asked to move a letter in Correspondence from the Sixth Judicial District to Business Items.

Consent Calendar

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

1. *Accounts Payable dated August 9th in the amount of \$46,497.02; Revised Total Amount for Accounts Payable dated August 2nd - \$255,669.30; Two Payroll Payables, Immediates & Electronic: dated July 31st in the amount of \$163,944.47; HRA dated August 1st in the amount of \$2,875*
2. *Minutes: July 25th*
3. *Statewide Transportation Improvement Fund (STIF) Advisory Committee appointments as follows:*
 - a) *Karen Pettigrew, term to be July 1, 2018 – June 30, 2019*
 - b) *Aaron Palmquist, term to be July 1, 2018 – June 30, 2020*
 - c) *Sheryll Bates, term to be July 1, 2018 – June 30, 2020*
 - d) *Leann Rea, term to be July 1, 2018 – June 30, 2021*
 - e) *Betty Gray, term to be July 1, 2018 – June 30, 2021*

Commissioner Lindsay seconded. Unanimous approval.

Business Items

Update from Crow Engineering on North County Building Plans

Matt Jones, Crow Engineering

The Commissioners reviewed Options 6 and 7 in an effort to determine a suitable building square footage amount, with the understanding the actual details and layouts come later in the process. Option 6 came in at 13,623 square feet, while Option 7 was 13,597. Both options also

allow for future expansion to the north of approximately 5,000-7,000 sf. After much discussion, Mr. Jones was asked to produce final representations of Option 6 showing it with and without the courtyard concept. Once a final representation is approved by the Board, a Request for Proposals will be issued for engineering services. The Commissioners determined the Justice Court space did not need to incorporate a 600 sf space for jury trials, which average less than one per year. They also decided to ask the public during their Town Hall Meetings for ideas as to what to do with that 600 sf – reallocate it, remove it from the building completely, etc. The Commissioners then discussed dates for the Town Hall Meetings at the end of August. Chair Russell said he will be away during some of the dates discussed but encouraged the other Commissioners to proceed in his absence.

Letter from the Sixth Judicial District

The subject line of the letter from Chris R. Brauer, Presiding Judge, and Roy N. Blaine, Trial Court Administrator is “Judicial Assignment Redistribution and Administrative Adjustments.” The letter states an executive committee was formed to “consider options for redistribution of case assignments among the judges and opportunities for staff training.” Commissioner Lindsay said during recent meetings she was assured Morrow County Circuit Court will not close early on Fridays, even though it will in Umatilla County. She was also told Morrow County will continue with the same judge rotation and that Judge Eva Temple will not be hearing more criminal cases from Morrow County, but will instead take on other duties within Umatilla County.

Break: 10:55 a.m. **Resumed:** 11:04 a.m.

Department Reports

Planning Update

Carla McLane, Planning Director

Ms. McLane reviewed her report, which covered the Renewable Energy Work Sessions slated by the Planning Commission; activities of the newly hired part-time Outreach Coordinator; and a list of current work projects within the Planning Department.

Veterans Office Quarterly Report

Veterans Services Officer Linda Skendzel’s report was reviewed.

Correspondence

- Letter from Representative Greg Walden concerning his legislation which recently passed the House, House Resolution 6 – the Support for Patients and Communities Act
- Comment card from the presentation by the Board at the Heppner Chamber of Commerce Luncheon Meeting last week. The card was unsigned but said: “The building needs to be the biggest we can afford at this time. The number of people in the office will grow as the county grows. Will there be meetings in Irrigon and Boardman? Duplication of offices is necessary.” Commissioner Lindsay said she was handed one as well. It also was unsigned and said: “I am concerned about the duplication of so many offices that are

already in Heppner. I understand growth but the increase in the number of offices for the DA, Juvenile, Commissioners, Admin, etc., and with Planning increases, there seems to be a very large amount of growth potential.”

Commissioner Reports

- Chair Russell offered the following as background - He and his daughter recently toured the Tillamook Cheese Factory with Rep. Walden, and while they were sampling products, the discussion turned to the need for better labeling of food products and pharmaceuticals. A few weeks later, Rep. Walden’s La Grande Field Representative, Tucker Billman, contacted him about the possibility of a meeting with Food and Drug Commissioner Dr. Scott Gottlieb that would once again include his daughter. Chair Russell said she made the trip from Nevada to Bend for the meeting with Dr. Gottlieb, Rep. Walden, the head of research and development at Oregon Health Sciences University, and pharmaceutical representatives. He said it was a very good meeting and the group listened intently as his daughter made the pitch for better labelling. (Chair Russell added he attended this meeting at his own expense, not the County’s.)
- Commissioner Lindsay reported on the Morrow County Citizens Economic Development Group meeting, as well as a meeting with the County Surveyor to look at the maps of the former mill site in Heppner that likely contain floodplain overlay mistakes. She said meetings with other parties are planned on this subject. Commissioner Lindsay also informed the Board the Morrow County LPSCC (Local Public Safety Coordinating Council) Coordinator resigned.
- In reference to the upcoming retirement of Justice Court Judge Ann Spicer, Commissioner Doherty mentioned his wife, Kelly, met with the Judge and others to research what that position involves. He noted he does not know what the future holds for this position, but he’s made a deliberate effort to separate himself from being involved.

Signing of Documents

11:59 a.m. Executive Session: Pursuant to ORS 192.660(2)(f) –To consider information or records that are exempt by law from public inspection

12:26 p.m. Closed Executive Session: No decisions

12:26 p.m. Executive Session: Pursuant to ORS 192.600(2)(h) - To consult with counsel concerning the legal rights and duties of a public body with regard to current litigation or litigation likely to be filed

12:52 p.m. Closed Executive Session: No decisions

Adjourned: 12:52 p.m.

Morrow County Board of Commissioners Meeting Minutes
August 15, 2018
Bartholomew Building, Upper Conference Room
Heppner, Oregon

Present

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

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

City and Citizen Comments: No comments

Open Agenda: Commissioner Lindsay requested an update on the Staff Accountant recruitment process.

Consent Calendar

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

1. *Accounts Payable dated August 16th in the amount of \$262,237.77; Payroll Payable, Immediates & Electronic dated July 26th in the amount of \$178,541.39*

Commissioner Lindsay seconded. Unanimous approval.

Business Items

Eastern Oregon Counties Association (EOCA) Additional Dues

Commissioner Doherty explained the additional dues of \$244.14 are for the shared expenses to bring the Association's lobbyist to the area to meet with the member counties and Forest Service representatives regarding the Blue Mountains Forest Plan Revisions. Discussion.

Commissioner Doherty moved to approve the payment of the Eastern Oregon Counties Association 2017-18 Residual Expenses of \$244.14 from the Registration & Dues budget line. Commissioner Lindsay seconded. Discussion took place about the status of dues paid by member counties and whether or not all were current; Commissioner Doherty said he would follow-up. There was also discussion about Baker County opting to not pay its full amount while still driving the direction of the meetings. Unanimous approval.

Staff Accountant Recruitment

Kate Knop, Finance Director

Ms. Knop said the position is still open and additional formal interviews are planned next week. She also said the Accounting Clerk position is open and has been posted.

Correspondence

- Notice from Oregon Departments of Agriculture and Environmental Quality: “Proposal to Renew Permit Coverage for Confined Animal Feeding Operations (CAFO) in Area 5 and Proposed Substantial Changes to CAFOs in Areas 1, 3, 5 and 6”
- Agenda for the Energy Facility Siting Council Meetings in Boardman, August 23rd & 24th

Commissioner Reports

- Commissioner Doherty reported on a meeting that took place yesterday with County staff and Port of Morrow Workforce Training Coordinator Kalie Davis regarding the future of public transit in Morrow County. He also discussed a meeting with Senator Jeff Merkley’s new Field Representative, Jessica Keys. He also attended a Board meeting of the Association of Oregon Counties and said the Dues Committee will propose ideas to deal with the budget problems faced by that organization.
- Chair Russell also attended and reported on the AOC Board Meeting. He said as the Vice President of AOC District 3, he will preside over the District 3 meeting in late September in The Dalles. He also reported on the most recent meeting of the Community Renewable Energy Association (CREA).
- Commissioner Lindsay discussed the upcoming BOC Town Hall Meetings and said she is still trying to schedule a meeting in Ione, possibly on August 26th or 29th. Commissioner Lindsay reported the manufactured home the County sold to the City of Irrigon is ready to record. She met with Judge Ann Spicer about a courtroom scheduling conflict with State Circuit Court, which should not have occurred. Commissioner Lindsay contacted Roy Blaine, Trial Court Administrator and told him these kinds of things need to be worked through in advance, to which he agreed.

Signing of Documents

Adjourned: 10:39 a.m.

HINTON CREEK FIRE INCIDENT

July 17, 2018



AFTER ACTION REPORT AND CORRECTIVE ACTION PLAN

PREPARED BY: MORROW COUNTY SHERIFF'S OFFICE/
UNDERSHERIFF/ EMERGENCY MANAGER
JOHN A. BOWLES

Report Circulation

1. The information gathered in this After Action Report/ Improvement Plan is classified as confidential and should be handled as sensitive information not to be disclosed. This document should be safeguarded, handled, transmitted and stored in accordance with appropriate security directives. Reproduction of this document, in whole or in part, without prior approval from the Morrow County Sheriff's Office is prohibited.
2. At a minimum, the attached materials will be disseminated only on a need-to-know basis and when unattended, will be stored in a locked container or area offering sufficient protection against theft, compromise, inadvertent access, and unauthorized disclosure.
3. Points of Contact – These person(s) can respond to questions regarding this document as well as authorize its distribution to others:

- Sheriff: Kenneth W. Matlack (541) 676-5317
kmatlack@co.morrow.or.us
- Undersheriff/ Emergency Manager:
John A. Bowels (541) 676-5317
jbowles@co.morrow.or.us

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EXECUTIVE SUMMARY

The Hinton Creek Fire Hotwash was conducted on Wednesday July 18th and Thursday July 19th. Additional follow up was conducted by Emergency Manager John A. Bowles. On Wednesday July 18th, Morrow County Emergency Manager John A. Bowles met with Operations Lieutenant Terry Harper, Administrative Lieutenant (PIO) Melissa Ross, Heppner Fire Chief Rusty Estes and Heppner Fire Captain Jay Keithley at the Heppner Fire Hall. On Thursday July 19th, Emergency Manager John A. Bowles met with Morrow County Manager Darrell Green, Morrow County Road Master Matt Scrivner, as well as Morrow County Sheriff's Office Communications Lieutenant Kristen Bowles at the Bartholomew Building in Heppner. Prior to the Hotwash, the following objectives/ goals were identified:

- Identify possible gaps
- Create solutions for gaps
- Identify positive outcomes/ successes

The Hinton Creek Fire incident was reviewed and critiqued at several levels by all participants. Each participant gave input and their opinion of how the incident was handled. Finally, information compiled from the Hotwash and additional follow up was used to complete this After Action Report.

Key strengths identified during this event:

- Public Safety and Security
- Protection of Life and Property
- Law Enforcement/ Emergency Management Communications
- Emergency Manager/ Incident Commander Communications
- Unified Command
- Volunteer assistance during and after the incident
- Notification, activation and quick response

During the Hotwash and additional follow up, various gaps were identified, including:

- ICS training/ applying the Incident Command System
- External Communications
- Internal Communications
- Incident Commander not clearly identified
- Staging area not identified

In response to the gaps, corrective actions have been proposed to improve future incident responses, including:

- **ICS training/ applying the Incident Command System**—Promote and encourage others to complete the basic courses: ICS 100, 200, 700, 800. Create a check list of those who have and haven't completed the basic courses. ICS 402 for Executives and Senior Officials (Elected Officials). It is important that everyone knows and understands their role and responsibilities in an emergency incident.
- **External Communications**—Make use of communication outlets (Facebook, social media, news media, email, AlertSense, PIO, etc.)
- **Internal Communications**—Utilize TAC, UCALL channels, Ham Radio, Mobile Communications Center.
- **Identify Incident Commander**—Identify the Incident Commander as soon as possible and advise dispatch.
- **Identify Staging Area**—Identify a staging area and advise dispatch so information can be shared and relayed.

EVENT OVERVIEW

Incident Designation:	2018 Hinton Creek Fire Incident
Location of Incident:	74888 Highway 74 Lena, Heppner, Morrow County, Oregon
Incident Description:	Farming equipment accident causing a grass fire and burning approximately 20,000 acres of grass/ pasture land between Highway 74 and Willow Creek Road in South Morrow County. There were 11 residences and 43 outbuilding threatened on Hinton Creek (HWY 74) and 6 residences and 23 outbuildings threatened on Willow Creek Road. In total there were 17 residences and 66 outbuildings threatened and all were protected. There were no injuries or loss of residences or outbuildings during this incident. This incident involved temporary evacuations, active fire suppression, short road and highway closures and traffic detours.
Incident Period:	July 17, 2018
Primary Response Agencies:	Heppner Fire Department Morrow County Sheriff's Office Morrow County Emergency Management Morrow County Road Department/ Public Works Oregon Department of Transportation (ODOT)
Supporting Agencies:	Oregon State Police (OSP) Morrow County Parks Columbia Basin Electric Lexington Fire Department Ione Fire Department Boardman Fire Department/ Station 7 Pilot Rock Fire Department East Umatilla County Fire Department Pendleton Fire Department Hermiston Fire Department Stanfield Fire Department Helix Fire Department South Gilliam County Fire Department Oregon Department of Forestry (ODF)(Pendleton and Fossil) US Forest Service
Volunteers with heavy equipment:	Wilkinson Ranches Thompson Ranches Bruce Young Logging Mahoney Ranches Kilkenny Ranches Lindsay Farms

	Dougherty Farms Bennett Ranches Don Barber Trevor Rhea Eric Orem Monte Evans Dan Hambleton Ryan Jundt Donald Matthews Many others helping out on scene and behind the scene.
After Action Report Coordinating Agency:	Morrow County Emergency Management Emergency Manager John A. Bowles

Incident Summary:

On July 17th 2018 at 1:02pm, the Morrow County Communications Center received a 911 call reporting a grass fire on Hinton Creek, a few miles SE of Heppner at 74888 Highway 74 Lena. The Heppner Fire Department was paged at 1:04pm and the Morrow County Sheriff’s Office was dispatched at 1:06pm. Both agencies responded to 74888 Highway 74 Lena and arrived on scene at 1:09pm. Morrow County Emergency Management was notified and began monitoring the situation at 1:07pm. Oregon Office of Emergency Management was notified and Emergency Manager John A. Bowles requested an Oregon Emergency Response System reference number- OERS# 2018-1578. The Morrow County Emergency Operations Center (EOC) status was elevated to Activated.

Heppner Fire Chief Rusty Estes was the on-scene Incident Commander and requested mutual aid shortly after arriving on scene. Multiple agencies responded to the scene and the incident became an active Unified Command Incident. During the incident, Fire Chief Rusty Estes stayed in contact with Morrow County Emergency Manager John A. Bowles and the Division Chief/ Fire Marshal Scott Goff.

On scene, fire crews and citizens worked to suppress and contain the fire and many volunteers provided heavy equipment to assist. The crews fought the fire for approximately 10 hrs in windy 100 degree weather. A total of 17 residences and 66 outbuildings were threatened, but all were protected. There were no injuries as a result of this incident, no structures were damaged and approximately 20,000 acres of grass/ pasture land was burned. The fire was safely extinguished at approximately 10:30pm and crews worked to extinguish and contain hot spots for several days afterwards.

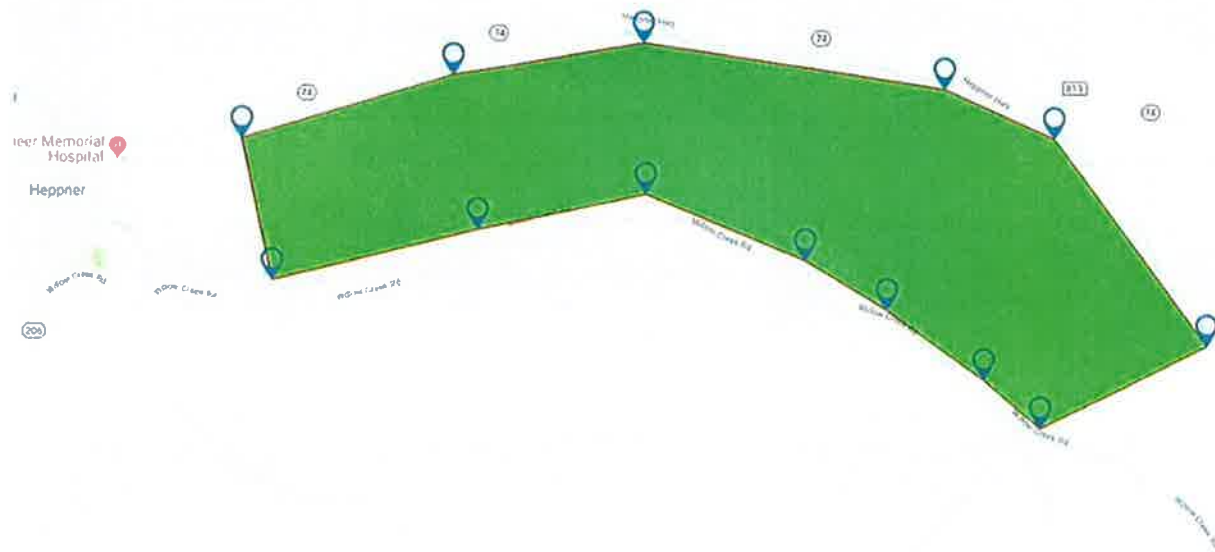
BURNED AREA

Pictures:





Map:



HOTWASH OVERVIEW

Event Name:	Hinton Creek Fire Hotwash
Event Date:	July 18 th and July 19 th , 2018 plus additional follow up
Event Location:	Heppner Fire Hall and the Bartholomew Building in Heppner, OR.
Type of Event:	Debrief
Hotwash Objectives/ Goals:	<ul style="list-style-type: none"> • Define potential gaps • Create solutions for gaps • Identify positive outcomes
Purpose:	<ul style="list-style-type: none"> • To identify strengths and weaknesses of the Hinton Creek Fire Incident, 2018. • To specifically target discussions around the strengths and weaknesses of the operation to better respond to a future emergency event.
Key Strengths:	<ul style="list-style-type: none"> • Public Safety and Security • Protection of Life and Property • Law Enforcement/ Emergency Management Communications • Emergency Manager/ Incident Commander Communications • Unified Command • Volunteer assistance during and after the incident • Notification, activation and quick response
Identified Gaps:	<ul style="list-style-type: none"> • ICS training/ applying the Incident Command System • External Communications • Internal Communications • Incident Commander not clearly identified • Staging area not identified

CONCLUSIONS

Although the 2018 Hinton Creek Fire Incident had a successful outcome, Hotwash participants identified some areas for improvement.

Recommendations included:

- Training—
 1. Identifying the needs of personnel
 2. Incident Command System (ICS) courses
- Communication—
 1. Internal- On scene
 2. External- Commissioners, Managers, Public
 3. Public Information Officer (PIO)

The Morrow County Sheriff's Office and Morrow County Emergency Management will use the results of this event to further refine plans, procedures and training. Additional training and exercises should be conducted to test the improvements instituted as a result of this event, as well as to further promote an environment of communication, networking, team building and education.

APPENDIX A

Issue	Recommended Corrective Action	Department	Assigned	Completion Date
Training- Incident Command System (ICS)	-Core ICS Courses 100,200,700,800 -ICS 402, Commissioners/ County Manager -Training/ Exercises	All	Dept. Managers/ Commissioners	
Communication- Internal	-Make sure information is shared on scene.	All	Incident Commanders/ Supervisors	
Communication- External	-Make sure the proper personnel are notified and updated. (PIO)	Emergency Management	EM John A. Bowles/ PIO Melissa Ross	
Communication- Public Information Officer (PIO)	-Email -Facebook -Media -Press Releases -AlertSense	Emergency Management	EM John A. Bowles/ PIO Melissa Ross	



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

(For BOC Use)
Item #
5b

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

Staff Contact: Carla McLane
Department: Planning

Phone Number (Ext): 541-922-4624
Requested Agenda Date: 08-22-2018

Short Title of Agenda Item: Adopting Ordinance - Parks Master Plan
(No acronyms please)

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

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

N/A

Purchase Pre-Authorizations, Contracts & Agreements

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

Reviewed By:

Carla McLane 08-20-2018 Department Head Required for all BOC meetings
Admin. Officer/BOC Office Required for all BOC meetings
Justin Nelson 8-20-18 County Counsel *Required for all legal documents
Finance Office *Required for all contracts; other items as appropriate.
Human Resources *If appropriate

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

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

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

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

Based on the outcome of the Public Hearing held by the Board of Commissioners (BOC) on August 1, 2018, the Adopting Ordinance is before the BOC for the first reading. No other action is needed today.

2. FISCAL IMPACT:

Not at this time.

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

The action today is the first reading of the Adopting Ordinance.

Attach additional background documentation as needed.

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

AN ORDINANCE ADOPTING THE MORROW)	Ordinance Number
COUNTY 2018 – 2038 PARKS MASTER PLAN AS A)	ORD-2018-2
REFERENCE DOCUMENT IN SUPPORT OF GOAL 8)	
RECREATION AND GOAL 4 FOREST USE)	

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

WHEREAS, Morrow County adopted a Comprehensive Land Use Plan which was first acknowledged by the Land Conservation and Development Commission on January 15, 1986; and

WHEREAS, the Morrow County Public Works Department and the Parks Committee determined the need to update the Parks Master Plan; and

WHEREAS, the Parks Committee appointed a sub-committee to review the previous Parks Master Plan and identify necessary and suggested changes, including changes that would define future growth and development in support of both guest and traveler services; and

WHEREAS, the sub-committee returned the Final Draft Parks Master Plan to the Parks Committee who then forwarded it to the Morrow County Planning Department for public hearings; and

WHEREAS, the Morrow County Planning Commission held multiple public hearings on Tuesday, March 27, 2018 and May 29, 2018, at the Port of Morrow Riverfront Center in Boardman, Oregon and on April 24, 2018, and June 26, 2018, at the Bartholomew Building in Heppner, Oregon, to consider the Final Draft Parks Master Plan; and

WHEREAS, the Morrow County Planning Commission received oral testimony in favor of the application from Tom Wolff and Greg Close, and both oral and written testimony from Martha Peck Andrews and Steven Peck. At the June 26, 2018, public hearing the Planning Commission considered the written testimony of Martha Peck Andrews and Steven Peck, reviewing it with Kirsti Cason, Public Works staff, and directed numerous changes to the Final Draft recommending that the Board of Commissioners do adopt the Parks Master Plan as it will be presented; and

WHEREAS, the Morrow County Board of Commissioners held a hearing to consider the Parks Master Plan recommendation from the Morrow County Planning Commission on August 1, 2018, at the Bartholomew Building in Heppner, Oregon; and

WHEREAS, the Morrow County Board of Commissioners accepted the Planning Commission recommendation to approve the Parks Master Plan and approved it as presented with a minor change in a 3-0 vote.

NOW THEREFORE BE IT ORDAINED THAT THE MORROW COUNTY BOARD OF COMMISSIONERS ADOPTS THE MORROW COUNTY 2018-2038 PARKS MASTER PLAN.

Section 1 Title of Ordinance:

This Ordinance shall be known, and may be cited, as the "2018 - 2038 PARKS MASTER PLAN."

Section 2 Affected and Attached Documents:

The Morrow County 2018-2038 PARKS MASTER PLAN.

Section 3 Emergency Clause and Effective Date:

The Morrow County Board of Commissioners does declare an emergency as the Parks Committee wants to move forward with additional planning work based on the Parks Master Plan.

This ordinance shall be effective 30 days after its second reading, or October 5, 2018.

Date of First Reading: August 22, 2018
Date of Second Reading: September 5, 2018

ADOPTED BY THE MORROW COUNTY BOARD OF COMMISSIONERS THIS 5TH DAY OF SEPTEMBER 2018.

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

Don Russell, Chair

Jim Doherty, Commissioner

Melissa Lindsay, Commissioner

Approve as to Form:

Morrow County Counsel



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

(For BOC Use)
Item #
5c

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

Staff Contact: Carla McLane
Department: Planning

Phone Number (Ext): 541-922-4624
Requested Agenda Date: 08-22-2018

Short Title of Agenda Item: Adopting Ordinance - Heideman Aggregate
(No acronyms please)

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

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

N/A

Purchase Pre-Authorizations, Contracts & Agreements

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

Reviewed By:

Carla McLane 08-20-2018 Department Head Required for all BOC meetings
Admin. Officer/BOC Office Required for all BOC meetings
County Counsel *Required for all legal documents
Finance Office *Required for all contracts; other items as appropriate.
Human Resources *If appropriate

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

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

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

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

Based on the outcome of the Public Hearing held by the Board of Commissioners (BOC) on August 1, 2018, the Adopting Ordinance is before the BOC for the first reading. No other action is needed today.

2. FISCAL IMPACT:

Not at this time.

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

The action today is the first reading of the Adopting Ordinance.

Attach additional background documentation as needed.

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

AN ORDINANCE AMENDING THE MORROW) Ordinance Number
COUNTY COMPREHENSIVE PLAN, SPECIFICALLY THE) ORD-2018-3
INVENTORY OF NATURAL RESOURCES – AGGREGATE)
AND MINERAL RESOURCES, ADDING THE HEIDEMAN)
AGGREGATE SITE)

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

WHEREAS, Morrow County adopted a Comprehensive Land Use Plan which was first acknowledged by the Land Conservation and Development Commission on January 15, 1986; and

WHEREAS, Aaron Heideman made application to the Planning Department for an aggregate site in Morrow County on land zoned for Exclusive Farm Use, seeking a Conditional Use Permit and a listing of the site as locally significant on the Comprehensive Plan Inventory of Natural Resources – Aggregate and Mineral Resources; and

WHEREAS, the Morrow County Planning Commission held multiple public hearings on Tuesday, March 27, 2018 and May 29, 2018, at the Port of Morrow Riverfront Center in Boardman, Oregon and on April 24, 2018, and June 26, 2018, at the Bartholomew Building in Heppner, Oregon, to consider the Conditional Use Permit and the Comprehensive Plan Amendment; and

WHEREAS, the Morrow County Planning Commission received both oral and written testimony in favor of the Comprehensive Plan amendment from Aaron Heideman and Jay Rasmussen and both oral and written testimony in opposition of the Comprehensive Plan amendment from Todd and Melissa Lindsay; and

WHEREAS, the Morrow County Planning Commission considered the testimony received and after significant deliberation forwarded the Comprehensive Plan amendment to the Board of Commissioners with a do adopt recommendation; and

WHEREAS, the Morrow County Board of Commissioners held a hearing to consider the Comprehensive Plan amendment recommendation from the Morrow County Planning Commission on August 1, 2018, at the Bartholomew Building in Heppner, Oregon; and

WHEREAS, the Morrow County Board of Commissioners heard oral testimony in favor from Aaron Heideman and Jay Rasmussen. Oral testimony from Melissa Lindsay was withdrawn by Melissa Lindsay after it was determined to be testimony in opposition to the aggregate designation; and

WHEREAS, the Morrow County Board of Commissioners accepted the Planning Commission recommendation to approve the Comprehensive Plan amendment and approved it as presented with a 2-0 affirmative vote.

NOW THEREFORE BE IT ORDAINED THAT THE MORROW COUNTY BOARD OF COMMISSIONERS AMENDS THE MORROW COUNTY COMPREHENSIVE PLAN ADDING THE

**HEIDEMAN AGGREGATE SITE TO THE INVENTORY OF NATURAL RESOURCES –
AGGREGATE AND MINERAL RESOURCES.**

Section 1 Title of Ordinance:

This Ordinance shall be known, and may be cited, as the “2018 Heideman Aggregate Amendment.”

Section 2 Affected and Attached Documents:

The Morrow County Comprehensive Plan Inventory of Natural Resources – Aggregate and Mineral Resources.

Section 3 Emergency Clause and Effective Date:

The Morrow County Board of Commissioners does declare an emergency as this is a land use decision with development time lines that can be impacted by a longer waiting period and declares that this Ordinance will be effective 30 days after its second reading.

This ordinance shall be effective 30 days after its second reading, or October 5, 2018.

Date of First Reading: August 22, 2018
Date of Second Reading: September 5, 2018

**ADOPTED BY THE MORROW COUNTY BOARD OF COMMISSIONERS THIS 5TH DAY
OF SEPTEMBER 2018.**

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

Don Russell, Chair

Jim Doherty, Commissioner

Recused

Melissa Lindsay, Commissioner

Approve as to Form:

Morrow County Counsel

Inventory of Natural Resources
Aggregate and Mineral Resources

Goal 5 Significant	Farmland Significant	Site Name	Owner	Map and Tax Lot	DOGAMI #	Other Number
Yes		Cecil Quarry, Cecil Rock Production	ODOT	2N 23 6, 7 TL 1100	25-0003	ODOT #25-007
Yes		Lexington Quarry MP 39 Heppner	ODOT	1S 25 35 TL 600	25-0017	ODOT #25-009
Yes		Walpole Gravel Pit	MC/ODOT	5N 27 20 TL 1504,2200	25-0018	ODOT #25-005
Yes		Britt Quarry	Marty Britt/Sid and Randy Britt	1N 27 TL 1400	25-0069	
Yes		Willow Creek Ranch	Willow Farms, LLC/Mark Zoller	2N 23 17 TL 1401	25-0071	
Yes		Hellberg Goal 5	Max Hellberg	5N 26 26 TL 203		DLCD# 001-04
Yes		Hellberg (ODOT)	ODOT	5N 26 26 TL 205, 207	25-0048	ODOT#25-032-5
Yes		Morgan Creek	ODOT	1N 23 22 TL 100		ODOT#25-031
Yes		Barratt Quarry	ODOT	2S 26 25 TL 3800		ODOT#25-011
Yes		Donaldson Canyon Quarry	ODOT	3S 26 TL 1502		ODOT#25-020-5
Yes		Threemile Canyon Quarry	ODOT	In ODOT ROW surrounded by 4N 23 TL 110		ODOT#25-027-5
	Yes	Six-Mile Pit	Three Mile Canyon Farms	4N 23 23, 24 TL102	25-0006	
	Yes	Kinzua Resources	Port of Morrow	2S 26 21 TL 2701	25-0004	
	Yes	Boardman	Eucon Corporation	4N 24 23 TL 402	25-0015	
	Yes	So Bombing Range Pit	MC/ Ivan Rauch	1N 26 18 TL 3200	25-0020	PW #210
	Yes	J. J. Aylett	Aylett, Jeddie & Juanita	4N 27 28 TL 300, 1101	25-0023	
	Yes	East Fork Dry Ck Quarry MP 59.6 Wasco-Heppner Hwy	ODOT	3S 23 27 TL 3001	25-0024	ODOT #25-056
	Yes	Cutsforth Quarry	Cutsforth	1S 25 20 TL 2000	25-0027	CUP-N-5(1983)
	Yes	Rhea Creek Quarry	MC/Melvin Harnett	3S 26 32 TL 3200	25-0029	PW #247/220
	Yes	Zinter Quarry	MC/Zinter Dev.	3S 23 27 TL 3400	25-0030	ODOT #30-018, PW #221, Check against 25-0043!!
	Yes	Clark Canyon Quarry	MC	2S 25 15 TL 1702	25-0031	PW #201
	Yes	Skinnners Fork Quarry	MC	3S 27 12 TL 400	25-0032	PW #228
	Yes	Butter Creek Quarry/Currin Pit	MC/Currin Ranch	1N 28 25 TL 700	25-0033	PW #239/224
	Yes	Dougherty Pit/Sandhollow	MC/Jerry Dougherty	1S 27 7 TL 505	25-0034	PW# 226
	Yes	Chick Quarry/Reitmann Pit North	MC/Bridston	1N 23 12 TL 3600, 2200	25-0035	PW #227

Inventory of Natural Resources
Aggregate and Mineral Resources

Goal 5 Significant	Farmland Significant	Site Name	Owner	Map and Tax Lot	DOGAMI #	Other Number
	Yes	Rugg Quarry/Road Canyon Pit	MC/James Martin	4S 26 22 TL 1502	25-0038	PW #230
	Yes	2011 Ruhl Quarry	Rich Ruhl	2S 24 10 TL 600	25-0039	PW #229
	Yes		Finley Buttes Landfill Company	2N, 3N 26 5, 32 TL 301	25-0040	
	Yes		Easy Way Contracting, Inc.	2N 26 7 TL 501	25-0041	CUP-N-34
	Yes	Hellberg Pit	MC	5N 26 26 TL 206	25-0042	PW #231/241
	Yes	Zinter Quarry MP 60.45 Wasco-Hep Hwy	ODOT	3S 23 26 TL 3400	25-0043	ODOT #25-018
	Yes	Halverson Site	MC/Halverson	1S 23 27 TL 2300	25-0044	PW #217
	Yes	Rivercrest	Rivercrest Farms/Baker Produce South	2N 26 7 TL 500 or 501?	25-0046	Check against 25-0041!!!
	Yes	Albert Wright Pit	MC/Wright Century Farm	4S 25 28, 33 TL 3800	25-0050	PW #236
	Yes	Carlson	MCPW/4C Ranches	3S 24 7 TL 1401	25-0051	PW #237
	Yes	Little Butter Creek	MCPW/Currin Ranches	1S 28 TL 1600	25-0052	PW #209
	Yes	Hellberg-Wise Pit	Wesley Wise/Max Hellberg	5N 26 26 TL 203	25-0053	
	Yes	Turner	MCPW/Turner Ranch	2S 27 17 TL 1300	25-0054	PW #219
	Yes	Madison Section 16	Madison, Kent	3N 27 16 TL 1100	25-0056	
	Yes	Sand Lake	Boardman Tree Farm	3N 26 26 TL 1401	25-0059	
	Yes	Doherty-Juniper Pit	MCPW/Doherty	1N 25 3 TL 700	25-0061	PW #238
	Yes	L & M Pit	Miller & Sons/L&M Ranch	2S 26 23, 26, TL 3402, 3301	25-0062	
	Yes	Padberg Pit	Miller & Sons/Padberg	1S 24 27 TL 3501	25-0067	
	Yes	Heideman Quarry	Heideman/4DG Land Co.	1N 23 19 TL 3102	25-0068	
	Yes	Ely Canyon Quarry, Heideman II	WI Construction /Heideman	1N 23 28 TL 6001	25-0070	
	Yes		Wade Aylett	4N 27 28 TL 800	30-0129	
	Yes	Thompson Pit	MC/Brian Thompson	4S 27 TL 900		PW #240, CUP-S-105, MC-C-5-97
	Yes		Kevin Haguewood	1N 23 28 TL 5900		CUP-N-284 AC-040-10 AC(M)-041-10

Inventory of Natural Resources
Aggregate and Mineral Resources

Goal 5 Significant	Farmland Significant	Site Name	Owner	Map and Tax Lot	DOGAMI #	Other Number
	Yes		John Kilkenny	2S 28 28 TL 1300		CUP-S-297 AC-057-12 AC(M)-058-12
	Yes		Madison Farms	3N 27 30 TL 1700		CUP-N 271 AC-018-09 AC(M)-017-09
	Yes	Heideman Quarry III	Aaron Heideman	1N 26 (Sections 20 and 21) TL 2801 and 2807	TBD	CUP-N-329 AC-117-18



AGENDA ITEM COVER SHEET

Morrow County Board of Commissioners
(Page 1 of 2)

(For BOC Use) Item # <div style="font-size: 24px; color: blue; text-align: center;">5d</div>
--

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

Staff Contact: Darrell Green
Department:
Short Title of Agenda Item:

Phone Number (Ext):
Requested Agenda Date: 08/22/2018

Updating County Fee Schedule

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

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

N/A

Purchase Pre-Authorizations, Contracts & Agreements

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

Reviewed By:

DATE	Department Head	Required for all BOC meetings
08/22/2018	Darrell J Green	Admin. Officer/BOC Office
DATE	County Counsel	*Required for all legal documents
DATE	Finance Office	*Required for all contracts; other items as appropriate.
DATE	Human Resources	*If appropriate

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

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

AGENDA ITEM COVER SHEET

Morrow County Board of Commissioners

(Page 2 of 2)

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

Morrow County last updated our Fee Schedule in August of 2016. Attached is our updated fee schedule. We will review our fee schedule every 6 months to avoid delays in the future.

2. FISCAL IMPACT:

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

Motion to adopt Morrow County Fee Schedule pursuant to Order Number OR-2018-10

Attach additional background documentation as needed.

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

IN THE MATTER OF ADOPTING)	Order Number
A FEE SCHEDULE FOR MORROW)	OR-2018-10
COUNTY)	

THIS MATTER HAVING COME BEFORE THE BOARD OF COMMISSIONERS at its regularly scheduled meeting on August 22, 2018, the Board finds the County may assess fees for actual costs incurred by the County to the public (County Ordinance MC-C-1-83 and under Oregon Revised Statutes) and issues the following Order approving the following fee schedule:

- Table A: Assessor/Tax Collector
- Table B: Clerk
- Table C: District Attorney
- Table D: Fair
- Table E: Finance Department
- Table F: Justice Court
- Table G: Juvenile Department
- Table H: Planning Department
- Table I: Public Health
- Table J: Public Works
- Table K: Rodeo
- Table L: Sheriff's Office
- Table M: Surveyor
- Table N: Treasurer
- Table O: Whole County

Also including other fees as may be assessed under the Oregon Revised Statutes (ORS).

NOW, THEREFORE, IT IS ORDERED that the Fee Schedule will become effective September 1, 2018.

DATED this 22nd Day of August, 2018.

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

Don Russell, Chair

Jim Doherty, Commissioner

Melissa Lindsay, Commissioner

Approve as to Form:

Morrow County Counsel

Table A

Assessor/Tax Collector Fee Schedule 2018

Computer Print-Outs or photo copies (Black & White)	\$0.25 per page
Computer Print-Outs or photo copies (Color)	\$1.00 per page
Appraisal Packet (12 pages or more)	\$3.00
Sales Prints (Each)	\$5.00
Request for Estimate of Add'l Tax on Special Assessment Disqualification	\$25.00
Sign Plats	\$80.00
Sale of Maps:	
18" x 20"	\$3.00 each
Full Set	\$250.00
North Only	\$150.00
South Only	\$100.00
8 ½" x 11"	\$0.50 each
Full Set	\$75.00
North Only	\$50.00
South Only	\$25.00
Mailing: Cost of Information Per Above Fees + Actual Postage Amount + Handling Fee	\$1.00
Faxing: Cost of Information Per Above Fees +Handling Fee (Per Account)	\$1.00
Emailing: Cost of Information Per Above Fees +Handling Fee (For Each Email)	\$1.00
Monthly Data Exchange Reports (Yearly Fee)	\$200.00
Certification Fee (Per Page)	\$5.00
Assessment & Tax NSF Checks Fee	\$15.00
Personal Property Warrant Fees	\$52.00
Duplicate Tax Statement (On Green or Yellow Paper)	\$5.00
Assessment File	\$30.00
Address List	
Emailed	\$30.00
Computer Print (Per Map Page)	\$5.00
Custom Reports (Minimum Fee)	\$30.00

Table B

Morrow County Clerk's Fee Schedule

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

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

Recording:

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

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

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

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

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

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

***Two or More transactions (titles) ORS 205.236** **\$5.00 per title**
 Documents describing more than one transaction (dual titled) example: Substitution of Trustee and full reconveyance. (2 titles). Any document that can stand on its own is a title. Each additional instrument or transaction number being assigned, released or satisfied will be charged and additional **\$5.00**(all document types).

Partition Plat - 3 lots or less **\$161.00**
 All Plats, if more than one (1)
 Mylar page, additional per page cost of **\$ 5.00**

Subdivision – BASE FEE **\$131.00**
20 lots or less PLUS BASE FEE **\$100.00**
21 Through 29 PLUS BASE FEE **\$150.00**
30 Through 49 PLUS BASE FEE **\$200.00**
50 through 74 PLUS BASE FEE **\$250.00**
75 through 100 PLUS BASE FEE **\$300.00**
Over 100 lots PLUS BASE FEE **\$350.00**

All Subdivisions, if more than one (1) Mylar page, additional per page cost \$5.00
SEE: Surveyor Fees for complete cost

MINIMUM STANDARDS FOR INSTRUMENTS TO BE RECORDED:

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

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

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

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

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

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

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

License Fees

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

Public Record Fees:

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

Service Fees:

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

Table C

District Attorney Fee Schedule

Discovery Fees (copies)

Felony Cases (up to 50 pages)	\$ 25.00
Misdemeanor Cases (up to 50 pages)	\$ 20.00
Measure 11 Cases (up to 100 pages)	\$100.00
Homicide (up to 450 pages)	\$200.00
\$0.30 per page after flat fee limit	

\$5 per criminal history or actual cost, whichever is greater

(Available only to Defense Attorneys who agree to abide by the non-disclosure statute)

DVDs	\$ 15.00
CDs	\$ 15.00
Audio Cassette Tapes	\$ 10.00
VHS Tapes	\$ 15.00
Probation Violations (PVs)	\$ 15.00
Lab Reports	\$ 7.00
Autopsy Diagnosis Report	\$ 13.00
Autopsy Complete Report	\$ 30.00
Processing Fee	
Expunge Conviction	\$100.00

Table D

Morrow County Fair Usage Fees

Annex

Includes Kitchen: \$65.00 (cleaning/damage Dep \$100) = \$165.00

½ Day Use: \$32.50 (cleaning/damage Dep \$100) = \$132.50

Dance Hall

Includes Kitchen: \$130.00 (cleaning/damage Dep \$100) = \$330.00

½ Day Use: \$65.00 (cleaning/damage Dep \$100) = \$265.00

Outside Pavilion

Includes Bathrooms: \$40 (cleaning/damage Dep \$100) = \$140

With-out Bathrooms: = \$0

Tables & Chairs

Tables = \$25.00

Chairs = \$30.00

RV Hookups

With water, sewer and electricity = \$26.00/day

Without water, sewer and electricity = \$17.00/day

Wilkinson Arena

Includes daily grooming, bleachers, restrooms. Lights are separate, by tokens only.

Daily: \$300.00 (cleaning/damage Dep \$100) = \$400

Weekend: \$500.00 (cleaning/damage Dep \$100) = \$600

Each additional grooming = \$50.00

No Reservation Usage: = \$5.00/hr.

(Tokens available at MCGG and Fair Office)

Table E

Finance Department Fee Schedule

Copies of Budget	\$10.00
Copies of Financial Statements	\$10.00

Table F

JUSTICE COURT FILING AND OTHER FEES

(Effective 10/1/17)

PLEASE NOTE THE FOLLOWING: The Clerk of the Court shall not accept for filing any document except upon the payment of the fees set forth below or such other fees as may be allowed or required by law for the filing of such document. Payment of fees must be by cash, money order or cashiers check.

CIVIL ACTIONS:

Plaintiff's Filing Fee	\$90.00
Defendant's Filing/Appearance Fee	\$90.00
Jury Trial Fee	\$125.00
(Paid by party demanding jury trial at the time the demand is made)	
Trial Fee (Paid by Plaintiff before trial)	\$75
Motion Fee	\$30.00
(See below for a listing of motions requiring this fee. Fee must be paid by moving party when motion is filed and by responding party when response is filed.)	

SMALL CLAIMS:

Plaintiff's Filing Fee	\$35.00
Defendant's Answer Fee	\$35.00
(No Fee to Defendant who confesses or admits claim)	
Defendant's Answer with Demand for jury trial	\$215.00
(Amount in controversy must exceed \$750)(\$90 civil answer Fee + \$125 jury trial fee)	
Plaintiff's Additional Fee after Defendant's Answer with Demand for jury trial	\$55.00
(Plaintiff's filing of Complaint & Summons and payment of additional \$55 fee removes an action from the Small Claims Docket to the Civil Docket.)	

FED (Dwelling Unit to which ORS chapter 90 applies):

Plaintiff's Filing Fee	\$83.00
Defendant's Answer/Appearance Fee	\$83.00
[There is no filing fee for a defendant who attends the first appearance, unless the defendant files an answer or files a pleading, such as an ORCP 21 motion.]	
Jury Trial Fee	\$125.00
(Jury Trial Fee must be paid by party making demand at the time demand is made.)	
Trial Fee (Paid before trial by Plaintiff.)	\$75.00

FED (Commercial or non-residential):

Plaintiff's Filing Fee	\$90.00
Defendant's Filing/Appearance Fee	\$83.00 [See ORS 105.130(3)]
Jury Trial Fee	\$125.00
(paid by party demanding jury trial at the time the demand is made)	
Trial Fee	\$75.00
(to be paid by Plaintiff before trial)	

Note: The plaintiff's fee set forth in ORS 105.130 (2) applies only to FED's for dwelling units subject to ORS ch. 90; the civil action fee applies to all other FED's; pursuant to ORS 105.130(3) the Defendant's filing fee applies to all FED's, not just those to which ORS ch. 90 applies.

OTHER FEES

Filing Fee for Motion to Set Aside Conviction: \$265
 (As per ORS 137.335(2)(d) the fee is that established under ORS 21.135)

Motion Filing Fee for any of the following: \$30
 (to be paid by the party filing the motion and by the party responding to the motion)
 -Motion for Summary Judgment under ORCP 47.
 -Motion for JNOV under ORCP 63.
 -Motion for a new trial under ORCP 64.
 -Motion for relief from judgment under ORCP 71.
 -Motion for preliminary injunction under ORCP 79.
 -Motion seeking remedies for contempt of court.

Writ of garnishment ORS 51.310 (g) \$20.00
[If small claim, must also pay ADDITIONAL \$9 to transcribe to Civil docket, ORS 55.130(2)]

Notice of Restitution \$10.00

Transcript of judgment \$9.00

Certified copy of judgment \$9.00

For each official certificate \$10.00
 [For example, a certified copy of a document such as a satisfaction of judgment. Be sure to also collect the search fee (\$3.75) and copy fee (25¢ per page) for locating and copying the document or record requested.]

COSTS, DISBURSEMENTS AND PREVAILING PARTY FEES

Prevailing party fees are fees set by statute (ORS 20.190) and are awarded to the prevailing party in certain civil actions as a matter of right. The prevailing party fee is awarded as a part of costs and disbursements. Prevailing party fees, costs and disbursements, are required to be awarded to the prevailing party as a matter of law. ORS 52.010(2). A prayer for costs and disbursements in a party's pleading is not necessary to trigger the right to recover costs, disbursements and the prevailing party fee in a justice court civil action.

Prevailing party fees apply only in civil actions; such fees are not available in a criminal action, including traffic violations.

Prevailing Party Fees in Justice Court civil actions are set forth below (See ORS 20.190).

Type of Action	No Trial	After Trial
----------------	----------	-------------

Civil Action Docket--No money or damages at Issue	\$50	\$60
Civil Action Docket--Money or Damages at Issue	\$110	\$125
Small Claim--No money or damages at Issue	\$50	\$60
Small Claim--Money or damages at Issue	\$110	\$125
FED--Restitution of Premises Only Issue	\$50	\$60
FED--Restitution & Money Damages at Issue	\$110	\$125

APPEALS FEES

Fee for appeal to Circuit Court from a violation offense conviction	\$265
Fee for appeal to Circuit Court from Small Claim judgment	\$165
Fee for appeal to Circuit Court from civil action judgment	\$165
Fee for appeal to Circuit Court from FED judgment	\$165

Table G

Fees and Assessment Schedule Morrow County Juvenile Department

Supervision Fee:	\$10.00 per month while on probation. Formal Court Probation Cases Only
PV-Filing Fee:	\$100.00 per revocation of probation. Formal Court Probation Cases Only
Detention Fee:	\$180.00 per day (NORCOR). \$140.00 per day Walla Walla. Parent may be responsible for a percentage up to the full amount incurred by Morrow County
FAA:	\$65.00 per Formal Accountability Agreement. One time per FAA entered
Urinalysis Fee:	All Cases \$20.00 Per Positive Test (no lab) \$35.00 per Positive Test (lab) \$0.00 per Negative Test
Tobacco Fee:	All Cases \$25.00 First Offense \$50.00 Second Offense \$100.00 Third and Subsequent Offense(s)
Violations per Statute	
Minimums	
Class A violation	\$220.00
Class B violation	\$130.00
Class C violation	\$80.00
Class D violation	\$60.00
Presumptive	
Class A violation	\$435.00
Class B violation	\$260.00
Class C violation	\$160.00
Class D violation	\$110.00
Maximums	
Class A violation	\$2,000.00
Class B violation	\$1,000.00
Class C violation	\$500.00
Class D violation	\$250.00

Fee application is determined on a case-by-case basis at the discretion of the Director of the Juvenile Department. Fees may be modified or waived. All fees are in U.S. dollars.

Table H

Planning Department Fee Schedule

Land Partition and/or Replat	\$ 600
Property Line Adjustment	
A. Ministerial (no previous plat)	\$ 450
B. Property Line Adjustment by replat	\$ 600
Partition for Financial Purpose	\$ 450
Conditional Use Permits (CUP)	
A. Conditional Use Permits	\$ 600
B. Conditional Use Permits for Energy Facilities	\$ 2,500
Additional Fee per Megawatt	\$ 500
Fee Schedule Special Provisions will apply.	
C. Conditional Use Permits issued under Morrow County Zoning Ordinance 6.015	\$ 750
D. Aggregate (Industrial/Forest Use)	\$ 600
Variances	
A. Minor	\$ 250
B. Major	\$ 600
C. Hardship	\$ 250
D. Administrative Renewal	\$ 150
Zone Changes	\$ 1,500
Comprehensive Plan Amendment	\$ 1,500
A. Aggregate (Farmland) includes CUP	\$ 1,750
B. Aggregate Goal 5	\$ 2,500
Zoning Permit (ZP)/Site Plan Review	
A. Residential Dwellings	
Single	\$ 50
Multiple	\$25/unit
B. Farm and Forest Uses	
Farm Dwellings	\$ 100
Forest Dwellings	\$ 100
Farm or Forest Accessory Uses	\$ 100
C. Commercial Uses	\$ 250
D. Industrial Uses	\$ 250
E. Met Towers	\$ 250
F. Airport Light Industrial Uses with Special Provisions	\$ 300

Cell Towers

A.	Changes to Existing Towers less than 200' (ZP or CUP Amendment)	\$ 250
	Maintenance, Replacement, Upgrade of Equipment, and increase in height not to exceed 199'	
B.	New Tower, less than 200', EFU, FR, RR, PI, MG, RSC (ZP)	\$ 250
C.	New Tower, less than 200', FU, SR (CUP)	\$ 600
D.	New Tower, 200' and over, RSC. RR, FR, PI (ZP)	\$ 250
E.	New Tower, 200' and over, EFU, RRI, FU, SR, MG (CUP)	\$ 600
	Also applicable to installed facilities without approved CUPs	

Farm Ag Exempt Permit (Recording Fee will be required) \$ 150

Flood Plain Development Permit \$ 250

Land Use Compatibility Statements

A.	Dwelling Unit with Zoning Permit	No Charge
B.	Dwelling Unit without Zoning Permit (repairs, etc.)	\$ 25
C.	Water Right or Fill/Removal Applications	\$ 50
D.	Commercial/Industrial (air, stormwater, etc.)	\$ 100
E.	Department of Geology and Mining Industries Mining Permit	\$ 100
F.	State Historic Preservation Office Archaeological Permit	\$ 50

Land Use Decisions

A.	Farm and Forest Use Dwelling Determinations	
	Replacement	\$ 200
	Accessory	\$ 200
	Lot of Record	\$ 200
	Non-Farm Dwelling	\$ 200
B.	Temporary Use Permits	\$ 100
	12 Month Review/Renewal	\$ 50
C.	Agritourism and Events	
	Single Event License	\$ 100
	Up to 6 Events/year -- 2 Year Permit	\$ 250
	Up to 18 Events/year -- 4 Year Permit	\$ 450
D.	Mass Gatherings	\$ 600

Environmental Assessment and Impact Reviews \$ 75/hour

Speedway Site Development Review \$ 600

Planned Unit Development \$ 600

 Additional for each lot or dwelling unit, whichever is greater (Maximum \$6,000) \$ 40

Subdivision	\$ 600
Additional for each lot (Maximum \$6,000)	\$ 40
Preapplication Review (Land Partition, Subdivision, Conditional Use Permit, etc.) Required for Energy Facilities	\$ 100
Street/Road Dedication - Request not a part of a Subdivision	\$ 250
Street/Road Vacation	\$ 1,500
Change of Street/Road Name or New Street/Road Name	\$ 250
Appeal to Planning Commission	\$ 250
Cost of Transcript	\$ 75/hour
Appeal to Board of Commissioners	\$ 250
Cost of Transcript	\$ 75/hour
Rural Address	\$ 200
Publications (available on County website)	
A. Comprehensive Plan	\$ 150
B. Zoning Ordinance	\$ 75
C. Subdivision Ordinance	\$ 20
Permit Extensions or Amendments (Fee Schedule Special Provisions may apply)	
A. Ministerial Extension	\$ 150
B. Ministerial Amendment	\$ 250
C. Planning Commission Extension	\$ 350
D. Planning Commission Amendment	\$ 250
Remand Hearing	\$ 600
Site Visit (per hour)	\$75/hour
Code Enforcement Induced Application Penalty:	
Applications made to resolve Code Enforcement action will be subject to twice the normal Land Use Application fee.	

GIS Services

A.	Map Design and Analysis	\$75/hour	
B.	Digital Media		
	Morrow County Shapefiles (shipping will be added)		\$ 75
	Publicly Available Shapefiles (shipping will be added)		\$ 25
C.	Hard Copy Maps		
	Letter or Legal Size		\$ 3/each
	11" x 17"		\$ 6/each
	18" x 24"		\$15/each
	36" x 24"		\$30/each
		Photo Quality Paper	\$40/each
	36" x 48"		\$60/each
		Photo Quality Paper	\$70/each

Morrow County Disclaimer

Morrow County Geographical Information System products contain information from publicly available sources that are subject to constant change. Morrow County makes no warranties or guarantees, either expressed or implied, as to the completeness, accuracy, or correctness of this product, nor accepts any liability arising from any incorrect, incomplete or misleading information contained therein.

The information presented in these products does not replace or modify land surveys, deed, and/or other legal instruments defining land ownership and use. All drawing components (lines, curves, points, etc.) are created as a representation and should not be construed as actual. **YOU SHOULD ALWAYS USE THE ORIGINAL RECORDED DOCUMENTS TO ANSWER LEGAL AND SURVEY QUESTIONS.**

Fee Schedule Special Provisions:

Certain projects require significantly more resources of the County to review than other projects. Examples include, but are not limited to, energy facilities, state or federal facilities, large scale developments, and projects with regional impact. These projects involve more resources of the Planning Department and other county departments due to their complexity and their overall impacts on the community. The demands placed upon the Planning Department in effect jeopardize the ability of the Department to meet other obligations such as processing local applications and completing routine planning activities.

For these time-consuming and large-scale projects that require excessive departmental resources to review, the Planning Director may require the applicant to sign a memorandum of agreement to compensate the County for actual costs incurred to complete the review of a project and process an application in a timely manner. Funds obtained through the memorandum of

agreement may provide a means for the County to retain extra temporary personnel, or to cover other personnel, administrative, travel, or materials costs. Therefore, if it is determined by the Planning Director at the time of initial application or at any time during the application process, that staff time and departmental costs to process a specific land use application will be significantly greater than that of other typical applications, the Planning Director may require an applicant to enter into a memorandum of agreement with the County which would establish a fee based upon actual staff time and departmental costs.

In terms of energy facility review, the Planning Director may require the applicant to sign a memorandum of agreement at any time after the Notice of Intent is filed with the Energy Facility Siting Council or the Department of Energy, or upon submittal of an application for local permits. If the State of Oregon Energy Facility Siting process, as date this ordinance becomes effective is superseded, the County shall continue to retain authority to require a memorandum of agreement for local review of energy facilities.

If an applicant refuses to enter into a memorandum of agreement or there is failure to negotiate an acceptable fee, the applicant may appeal the Planning Director's decision to the Board of Commissioners for resolution. If the applicant and the County fail to reach an agreement, the application will not be processed.

Regarding Environmental Assessment and Impact Reviews, we have found that the hours spent reading and researching these assessments are not only costly but, in fact, we wind up doing or supplying data used by consultants who, in turn, charge their clients for work we have done.

Table I

Morrow County Health Department	
Fee Schedule 2018-2019	
Patient Visit	2018-2019
Low Visit New Patient RN Only	\$ 210.00
New expanded strtfwrdr	\$ 279.00
Moderate New Patient	\$ 224.00
New Complex-Mod Complexity	\$ 425.00
Low Visit Established Patient RN Only	\$ 158.00
Est expanded strtfwrdr	\$ 168.00
Est focused low complexity	\$ 279.00
Est detailed-mod complexity	\$ 335.00
FP Visit OHP	\$ 135.00
Admin Fee Vaccine 1st shot	\$ 54.00
Admin Fee Vaccine 2nd shot	\$ 15.00
Vaccine administration fee for "free" State Supplied Vaccine	\$ 21.00
IUD Insertion Fee	\$ 168.00
IUD/IUS Removal	\$ 168.00
Hormone Impl. In	\$ 224.00

Table I

Hormone Impl. Out	\$ 224.00
Hormone Imp Replace	\$ 224.00
<p>All supplies and/or devices are charged based on acquisition cost. The cost will vary as our supplier rates change. Labs are billed to OHP directly from the lab. The lab bills us in cases where the client is uninsured or confidential. We are usually unable to bill for this type of visit because the client is not already established in the provider.</p>	

Table I

**Oregon Immunization Program, Vaccine Costs by Dose for Billable Clients
July-December 2018
(Clinics Must Not Charge Higher Than Published Prices)**

VACCINE	CPT	CVX	MFG	Brand	PRICE PER DOSE
DTaP	90700	20	GSK	Infanrix	\$19.75
		106	SANOFI-PASTUER	Daptacel	\$24.08
		107	Not Specified		\$24.08
DTaP/HepB/IPV	90723	110	GSK	Pediarix	\$68.25
DTaP/IPV	90696	130	GSK	Kinrix	\$48.90
			SANOFI-PASTUER	Quadracel	\$51.67
			Not Specified		\$51.67
DTaP/IPV/Hib	90698	120	SANOFI-PASTUER	Pentacel	\$88.14
DT	90702	28	SANOFI-PASTUER	Pediatric DT	\$52.07
e-IPV	90713	10	SANOFI-PASTUER	IPOL	\$30.40
HBIG	90371	30	GRIFOLS USA	HyperHep B S/D	Contact Program
Hep A	90633	83	GSK	Havrix	\$26.05
			MERCK	Vaqta	\$21.85
	90632	52	GSK	Havrix (Adult)	\$40.15
			MERCK	Vaqta (Adult)	\$34.61
Hep B	90744	8	GSK	Engerix-B	\$17.05
			MERCK	Recombivax HB	\$15.20
	90746	43	GSK	Engerix-B (Adult)	\$43.55
			MERCK	Recombivax HB (Adult)	\$38.62
90739	189	DYNAVAX TC	Heplisav-B	\$0.00	
Hep A/B	90636	104	GSK	Twinrix	\$78.30
Hib	90648	48	SANOFI-PASTUER	ActHIB	\$10.45
	90647	49	MERCK	PedVaxHIB	\$26.21
HPV9	90651	165	MERCK	Gardasil 9	\$196.70
Meningococcal ACWY	90734	114	SANOFI-PASTUER	Menactra	\$111.84
		136	GSK	Menveo	\$103.75
	90733	32	SANOFI-PASTUER	Menomune	\$123.17
		108	Not Specified		\$123.17
Meningococcal B	90621	162	PFIZER	Trumenba	\$119.01
	90620	163	GSK	Bexsero	\$146.75
		164	Not Specified		\$146.75
MMR	90707	3	MERCK	MMR II	\$70.85
MMR-V	90710	94	MERCK	ProQuad	\$202.21
Pneumo 23	90732	33	MERCK	PneumoVax 23	\$92.62
Pcv 13	90670	133	PFIZER	Prennar 13	\$180.05
Rotavirus	90681	119	GSK	Rotarix	\$109.75
		116	MERCK	RotaTeq	\$82.81
		122	Not Specified		\$109.75
Td	90714	113	SANOFI-PASTUER	Tenivac	\$32.89
Tdap	90715	115	GSK	Boostrix	\$34.77
			SANOFI-PASTUER	Adacel	\$35.13
			Not Specified		\$34.77
Varicella	90716	21	MERCK	Varivax	\$121.90
Varicella-Zoster	90750	187	GSK	Shingrix	\$0.00

* This vaccine is no longer available. Price reflected is the most recent price per dose prior to leaving the market.

Table J

**MORROW COUNTY PUBLIC WORKS
FEE SCHEDULE**

Permits

Road Approach site application commercial	125.00
Road Approach site application residential	50.00
Permit to Build on Right of Way (Access).....	50.00
Utility Permit (Private Utility)	50.00
No – Spray Permit	25.00
Leaky Load Permit (monthly fee per unit).....	10.00
Continuous Variance Permit	5.50
(Over width/over length permit)	

Black/Color Large Format Printer Printing and/or Copies

Size	8.5” x 11”	\$7.00
Size	8.5” x 14”	\$9.00
Size	11” x 17”	\$12.00
Size	17” x 22”	\$13.00
Size	22” x 34”	\$15.00
Size	30” x 42”	\$20.00
Size	34” x 44”	\$25.00
Size	BANNER (42 inch width x # ft. length)	\$10.00 per foot (length)

Lamination Fees Maximum width 27 inches

3 Mil. Per Sq. Inch.	\$0.05
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Standard COPY Fees from document/file/PDF

Size	8.5” x 11”	\$0.25/page black & white
Size	8.5” x 11”	\$1.00/page color
Size	8.5” x 14”	\$0.25/page black & white
Size	8.5” x 14”	\$1.00/page color
Size	11” x 17”	\$3.00
Size	17” x 22”	\$8.00
Size	22” x 34”	\$10.00
Size	30” x 42”	\$12.00
Size	34” x 44”	\$15.00

Labor for custom products will result in a \$20.00/hour fee, minimum one-half hour

Table J

MORROW COUNTY PUBLIC WORKS AIRPORT FEE SCHEDULE

Airport Hangar Rent

Through the fence ingress/egress per operator	\$10.00 a month
Standard T- Hangar	\$1.25/sq. ft. = \$120.00 per month
Large End Hangar	\$1.25/sq. ft. = \$400.00 per month
Secured Vehicle Parking	\$10.00 per month with agreement
Airport grounds site lease	\$0.50/sq. ft. per year with signed 20 year lease agreement
Aviation Fuel	\$0.65 Profit margin markup on current price
Utility lease with new Ag site	\$175.00 per month with agreement

Table J

MORROW COUNTY PUBLIC WORKS PARKS FEE SCHEDULE

*** Parks do not accept Debit or Credit Cards on site. ***

PARK FEES FOR ANSON WRIGHT PARK, CUTSFORTH PARK AND the
MORROW COUNTY OFF HIGHWAY VEHICLE PARK ALSO KNOWN AS OHV PARK

*10% Non-Refundable PROCESSING FEE/TAX (PF) automatically charged in addition to reservation fee
\$5.00 MODIFICATION/CANCELLATION FEE (MCF) automatically applied to any to reservation request
that is modified or cancelled – PF and MCF are NON-REFUNDABLE*

Park Fees: for any single type of RV, tent, camper or vehicle (Unit)

	Per Day	Per Week	Per Month
Cabins* (OHV Park A Frame & 10x16)	\$45.00	\$315.00	\$ N/A
Cabins* † (OHV 10x16)	\$45.00	\$315.00	\$ N/A
Cabins * (Anson Wright 14x14)	\$45.00	\$270.00	\$ N/A
Cabins* † (Cutsforth 10x16)	\$45.00	\$315.00	\$ N/A
Juniper Cabin * † ‡ (OHV Park 20x14)	\$80.00	\$480.00	\$ N/A
Full hook-ups (water, sewer, and electric)	\$21.00	\$126.00	\$462.00
Partial hook-up (water and electric)	\$18.00	\$108.00	\$396.00
Water only hook-up	\$15.00	\$90.00	\$330.00
Dry camp or primitive (Tent and/or RV)	\$12.00	\$72.00	\$265.00
OHV Overflow Area/Large Group Site [§]	\$12.00	\$72.00	\$265.00

* No running water inside of cabins, No bedding furnished

† Propane lighting and heating

‡ Gas generator available for LIMITED electrical use

§ OHV Large Group Site is a per unit fee (Unit = any single type RV, tent, camper or vehicle)

Seventh day free for all sites and County-owned cabins

Maximum of six people per paid site (with exception of Large Group Site/s at OHV Park)

Weekly/Monthly rates calculated by Leisure Interactive, LLC reservation program

Extra vehicle (one included with campsite)	\$2.00 per extra vehicle per day
Sewer dump fee	\$10.00
Wood per rik	\$10.00
Water	FREE
Registered Camper	FREE
Non-Registered Camper	\$0.05 per gallon <i>charge due to upkeep of system.</i>
Cutsforth Park Horse Pens	\$3.00 per head per day
4-H Building - Cutsforth Park	\$50.00 per day plus a \$50.00 onetime non-refundable cleaning deposit
BBQ (wood-burning), Gazebo or Picnic Area/s	\$25.00 per area per day (Reserved for large groups)
Propane	\$0.75 over delivery market rate
Propane Tank- five gallon rental	\$7.00 per day, \$10.00 deposit/\$5.00 refundable
OHV Helmet Rental	\$5.00 per day, refundable \$20.00 deposit

Park Wedding/Reunion facilities rental (**all camp sites, buildings and amenities**)

50% off of actual cost **ONLY** if renting the entire Park facilities.

Table J

MORROW COUNTY PUBLIC WORKS TRANSFER STATION FEE SCHEDULE

Transfer Site:

Pickup - \$2.20 per liner foot

8ft. Pickup box x \$2.20 = \$17.60 per load + racks over 1 ft. high = \$8.00 = \$26.00

6ft. Pickup box x \$2.20 = \$13.20 per load + racks over 1 ft. high = \$6.00 = \$19.00

½ Pickup box or less \$8.75 minimum

Trailer per square foot \$.41 per square foot

Example:

16' x 6' = 96 sq. ft. x .41 = \$39.00

16' x 8' = 128 sq. ft. x .41 = \$52.00

8' x 8' = 64 sq. ft. x .41 = \$26.00

1 – 32 gallon bag or equivalent \$3.75 and \$3.75 for each additional bag

Car tire without rim	\$6.25
Truck tire without rim	\$12.50
Tractor / Duplex	\$27.50
Grader tire	\$51.25

The following items are taken **FREE OF CHARGE** for Morrow County residents:

Household Items:

Sofas	Refrigerators
Love Seats	Freezers
Large Chairs	Water Heaters
Mattresses	Stoves
Microwaves	Washers
Toilets	Dryers

Paint:

Latex and Oil Based

Electronics:

Computers	Tablets
Televisions	Telephones
Printers	Stereos
Handheld Radios	Copiers
Fax Machines	

Table K

Rodeo Fees

Oregon Trail Pro Rodeo (OTPR) Arena

OTPR Outdoor Arena ONLY	\$150/day
OTPR Arena with bucking & roping chutes	\$200/day
Rough stock chute deposit (refundable)	\$500
Stall rental per horse (day)	\$12/day
Stall rental per horse (month)	\$40/month
Stall rental deposit	\$50/stall
Outside pen rental	\$8/day
Electrical Hookups	\$11/day

Table L

Morrow County Sheriff's Office Fee Summary- 2018

Civil Unit

Serving summons, subpoena, citation, order, notice of similar documents, including small claims, or writ of execution, directed to not more than two different parties at the same address: **\$45.00**

Directed to more than two different parties at the same address (each party) **\$25.00**

Any service involving travel in excess of 75 miles round trip, an additional fee will be billed and collected. Mileage measured from Circuit Court to location of service. **\$45.00**

Real Property

- Real Property Sale Preparation: **\$ 100.00**
- Conduction Sheriff's Sale: **\$ 11.00**
- Post Notice of Sale on Property: **\$ 45.00**
- Sheriff Statutory Enforcement Fee: **\$ 80.00**
- Post Sale Administration: **\$ 67.00**
- Post notice of sale on property: (+ \$45 mileage fee if applicable) **\$ 45.00**
- Post after sale notice: (+ \$45 mileage fee if applicable) **\$ 45.00**
- Copies made for mailing: **\$.25 each page**
- Pre-sale mailing:
(USPS Certified mailing fee, USPS Return Receipt Fee, USPS Postage Fee)
- Post sale mailing:
(USPS Certified mailing fee, USPS Return Receipt Fee, USPS Postage Fee)
- Heppner Gazette Times Ad & Affidavit (subject to change per state statute)
(sent to Gazette Times) **\$ 244.00 flat fee**
- Oregon State Sheriff's Association Website for Property Sales
(subject to change per state statute) (sent to OSSA) **\$ 300.00 flat fee**

Sheriff's Deed, Certificate of Redemption or conveyance of real property sold on any process: **\$ 50.00**

Entering and processing distraint warrants for state agencies: **\$ 6.25 each**

Concealed Handgun License

New : **\$65** (\$50 for application, \$15 for Oregon State Police fingerprint fee)

Renewal: **\$50**

Duplicate: **\$15**

Transfer: **\$30** (\$15 for application, \$15 for Oregon State Police fingerprint fee)

Table L

Morrow County Sheriff's Office Fee Summary

Records

- Copies of Deputies reports (per report): \$ 15.00
- 9-1-1 calls copied to CD or flash drive (per call): \$ 20.00
- Radio traffic related to incident copied to CD or flash drive: \$ 20.00
- Pictures on CD or flash drive (per CD or flash drive): \$ 20.00
- Videos on CD/DVD or flash drive (per video): \$ 35.00
(Includes 30 minutes of staff time)
- Extensive records request: \$ 40.00/hr.
(AFTER first 30 minutes of staff time, billed in 15 minute increments)

Security

Uniformed Security on Civil Enforcement Action: \$ 50.00/ 1st hour
Additional time, after 1st hour: \$ 75.00/hour per deputy.

NSF Checks (cash or Money Order Only): \$30.00

Non-Criminal Fingerprinting: \$15.00

Court Ordered Fingerprinting (Cash or Money Order Only): \$15.00

Alarm System Penalties

1st False alarm per month fee
For the remainder of the month each false alarm: \$50.00

Impounded Auto Administrative Fee: \$60.00

Handgun Proficiency class 'lab' fee: \$10.00

Table L

Morrow County Sheriff's Office Fee Summary

Parole and Probation Fees

Interstate Compact Fee	\$180.00 \$50.00 goes to state \$130.00 county
Supervision Fees	\$40.00 per month
Electronic Monitoring	\$15.00 per day \$25 set up fee
Travel Permits	\$5.00 each
Positive Urine Samples (LAB)	\$50.00
Work Crew	\$250.00 day (full crew over 5) \$125.00 day (crew under 5)
Polygraphs	Varies between \$150.00 to \$300.00

Code Enforcement/Dogs:

Dog Impound Fee

First Offense	\$25.00
Second Offense	\$50.00
Third Offense	\$100.00

Chronic Offender Penalties

Second Offense	10%
Future Offenses	Additional 5% for each offense.

Chronic Offender Penalties would be percentage increases as a fee, added in addition to a regular citation fine. This fee may be added by either the Deputy or the Justice of the Peace.

Example:	Class A Violation*	\$440.00
	Chronic Offender (10%)	<u>\$ 44.00</u>
	Total	\$484.00

*fines are set by the state

Table M

Surveyor Fees

Surveyor's Filing Fees	\$ 25
Vacation Fee	\$ 25
Affidavit of Correction Review	\$100
Partition Surveyor Review	\$200
Subdivision Surveyor Review	\$300 + \$10 per lot

Surveyor Map Copies

A size	8.5" x 11"	\$0.50
B size	11" x 17"	\$2.00
C size	18" x 24"	\$3.00
D size	24" x 36"	\$4.00

Table N

Treasurer's Fees

Replacement checks (stop payments & reissues) (Will not be charged if original check was not received by individual)	\$20
NSF (Not Sufficient Funds) Checks	\$20
Bank Wire	\$15

Table O

Whole County

Computer Time	\$75/hour
Interpreter rate	
Non-certified	\$25/hour
Certified	\$32.50/hour
Computer print-outs (black & white)	\$0.25/page
Computer print-outs (color)	\$1.00/page
Photocopies (black & white)	\$0.25/page
Photocopies (color)	\$1.00/page
Fax Fees for non-County business:	
Outgoing – 1 st page	\$3.00
Each additional page	\$1.00
Incoming (whole fax)	\$2.00

Other fees may be assessed under Oregon Revised Statutes



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

(For BOC Use)
Item #
5e

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

Staff Contact: Mike Gorman Phone Number (Ext): 541-676-5607
Department: Assessment & Tax and Treasurer Requested Agenda Date: 8/22/18
Short Title of Agenda Item: Order to auction County owned foreclosed properties
(No acronyms please)

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

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

Reviewed By:
Mike Gorman 8/10/18 Department Head Required for all BOC meetings
Admin. Officer/BOC Office Required for all BOC meetings
County Counsel *Required for all legal documents
Finance Office *Required for all contracts; other items as appropriate.
Human Resources *If appropriate

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

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

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

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

Order to auction 3 County owned foreclosed properties.

2. FISCAL IMPACT:

Proceeds from the auction will be deposited into the unsegregated account for distribution to districts.

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

Sign order

Attach additional background documentation as needed.

BEFORE THE BOARD OF COMMISSIONERS FOR MORROW COUNTY, OREGON

In the Matter of Real Property)
Owned by Morrow County and) ORDER NO. OR-2018-11
Directing Sheriff to Conduct Sale.)

WHEREAS, Morrow County has acquired title to certain real property, described in Exhibit "A," attached and incorporated by this reference, pursuant to real property tax foreclosure proceedings on file in the Circuit Court of the State of Oregon for Morrow County and by other means, and

WHEREAS, foreclosure proceedings are completed, and tax deeds in the regular form have been executed by the Morrow County Tax Collector and recorded in the Deed Records of Morrow County pursuant to ORS 312.200 with respect to real properties acquired by tax foreclosure, and

WHEREAS, ORS 271.310 and 275.110 authorize the sale by the Morrow County Court of the real property acquired through real property tax foreclosure and other means, and

WHEREAS, the property described in Exhibit "A," attached is not needed for County purposes and, thus, surplus, and

WHEREAS, it is in the best interests of the County to sell the real property described in Exhibit "A", and that the minimum price of \$_____00 shall be set, and

NOW THEREFORE, be it resolved that the Morrow County Court hereby orders as follows:

That the Sheriff of Morrow County is hereby directed to sell, in the manner provided by ORS 275.120, et. seq., the parcel(s) of real property described in Exhibit "A", which is attached hereto and by this reference incorporated herein; said sale shall be for the minimum price and upon such terms and conditions as is set forth with particularity in said Exhibit "A".

That a minimum bid of \$_____00 will be required.

That all sales shall be deemed conditional until such time as the Morrow County Court formally accepts or rejects said sale.

That, if the Sheriff is unsuccessful in selling any of the property listed in Exhibit "A" at said sale, said property may be sold at private sale pursuant to ORS 275.200.

Dated this ____ day of August, 2018.

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

Don Russell, Chair

Jim Doherty, Commissioner

Melissa Lindsay, Commissioner

Approved as to Form:

Morrow County Counsel

SUMMARY OF FACTS AND CONCLUSIONS

Account: Acct 45, MTL 2S2626CC-3300

Situs Address: 640 Elder St. Heppner, OR.

Owner of Record: Morrow County

Size: .15 acres

Current Use: Improved Residential

Zoning: R2, City of Heppner

Highest & Best Use: Residential

Date of Value: August 3, 2018

Date of Report: August 3, 2018

Estate Appraised: Fee Simple

Special Assessments: None

Taxes: Currently the property is owned by Morrow County and is exempt from taxation.

Cost Approach to Value \$30,000.00

Sales Comparison Approach to Value \$30,000.00

Income Approach to Value Not Applicable

FINAL DETERMINATION OF VALUE AS OF 8/3/18: \$30,000.00

GENERAL DATA

Identification of Property

The subject property is identified as a .15 acre parcel of land with a 1,138 sq. ft. house built in 1904. The property is located at 640 Elder St in Heppner. The house has been vacant for many years but, appears to be salvageable.

The parcel has 57' feet of frontage to Elder Street and 57' of frontage to Garrigues Street in the rear. The topography of the parcel is flat with minimal slope. The parcel size conforms to the residential zoning standards of the City of Heppner.

Attached are vicinity and location maps of the property.

Zoning

The zoning for the parcel is General Residential, R2. The zone is identified in the City of Heppner Zoning Ordinance Section 11-3-3 and includes the following outright uses; Single-family dwelling, including a mobile home subject to requirements set forth in section 11-3-3-A of the City of Heppner Zoning Ordinances, and two family dwellings. Permitted conditional uses are as such: Beauty and hair care salon, boarding house, multifamily dwelling, parks and recreation area and public uses such as church, school, library, hospital and health care facilities.

Dimensional Standards in RR Zone: Minimum 5,000 sq. ft.

Highest and Best Use Analysis

The highest and best use of the land is determined to be residential. The vicinity surrounding the parcel is residential single family dwellings.

Site Valuation

The subject property was appraised for 1/1/05 as part of the normal recalculation cycle. The appraisal area land study identified the land and site development portion of this parcel as having a market value of \$22,780.00. The value is based on a land study and site development study completed by the Morrow County Assessor's office for 1/1/05. The lot's size conforms to the zone. After reviewing recent sales of bare land properties in the area I believe the Real Market Value for the land and site development is consistent with the current assessment. The house is a single family dwelling believed to be originally constructed in 1904. The house has 2 bedrooms, 1 bathroom and dining, living, utility and kitchen areas. The house has been vacant for several years and has deferred maintenance with the current assessment of \$6,600.00 reflecting those issues. The house will need renovation to bring it up to current code standards.

Conclusion of Value: \$30,000.00

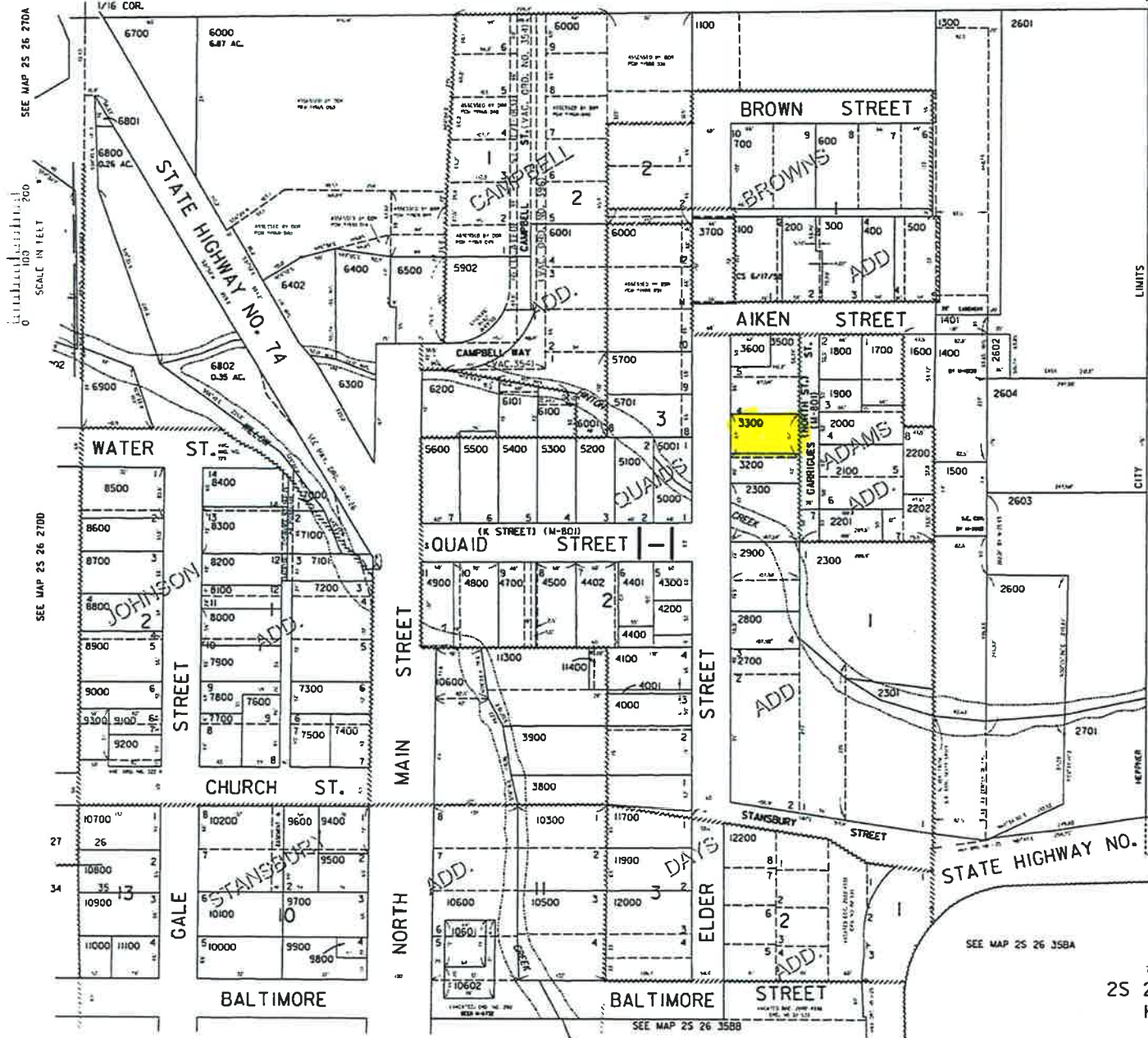
THIS MAP WAS PREPARED FOR
ASSESSMENT PURPOSE ONLY

SW1/4 SW1/4 SEC. 26 T.2S. R.26E. W.M.
MORROW COUNTY

2S 26 26CC
HEPPNER

SEE MAP 25 26 26CB

1" = 100'



- CANCELLED
NUMBERS
- 800
 - 900
 - 1000
 - 1200
 - 2399
 - 2400
 - 2500
 - 2501
 - 3000
 - 3100
 - 3301
 - 3400
 - 4600
 - 5800
 - 5900
 - 5901
 - 6200A1
 - 6201
 - 6401
 - 6403
 - 6501
 - 6600
 - 9501
 - 10400
 - 11200
 - 11600
 - 11800
 - 12100

SEE MAP 25 26

SEE MAP 25 26 35BA

Revised
7/29/2009. DBJ
2S 26 26CC
HEPPNER

0 100 200
SCALE IN FEET

BEFORE THE BOARD OF COMMISSIONERS FOR MORROW COUNTY, OREGON

In the Matter of Real Property)
Owned by Morrow County and)
Directing Sheriff to Conduct Sale.)
ORDER NO. OR-2018-12

WHEREAS, Morrow County has acquired title to certain real property, described in Exhibit "A," attached and incorporated by this reference, pursuant to real property tax foreclosure proceedings on file in the Circuit Court of the State of Oregon for Morrow County and by other means, and

WHEREAS, foreclosure proceedings are completed, and tax deeds in the regular form have been executed by the Morrow County Tax Collector and recorded in the Deed Records of Morrow County pursuant to ORS 312.200 with respect to real properties acquired by tax foreclosure, and

WHEREAS, ORS 271.310 and 275.110 authorize the sale by the Morrow County Court of the real property acquired through real property tax foreclosure and other means, and

WHEREAS, the property described in Exhibit "A," attached is not needed for County purposes and, thus, surplus, and

WHEREAS, it is in the best interests of the County to sell the real property described in Exhibit "A", and that the minimum price of \$_____.00 shall be set, and

NOW THEREFORE, be it resolved that the Morrow County Court hereby orders as follows:

That the Sheriff of Morrow County is hereby directed to sell, in the manner provided by ORS 275.120, et. seq., the parcel(s) of real property described in Exhibit "A", which is attached hereto and by this reference incorporated herein; said sale shall be for the minimum price and upon such terms and conditions as is set forth with particularity in said Exhibit "A".

That a minimum bid of \$_____.00 will be required.

That all sales shall be deemed conditional until such time as the Morrow County Court formally accepts or rejects said sale.

That, if the Sheriff is unsuccessful in selling any of the property listed in Exhibit "A" at said sale, said property may be sold at private sale pursuant to ORS 275.200.

Dated this ____ day of August, 2018.

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

Don Russell, Chair

Jim Doherty, Commissioner

Melissa Lindsay, Commissioner

Approved as to Form:

Morrow County Counsel

SUMMARY OF FACTS AND CONCLUSIONS

Account: Acct 2461, MTL 5N2635C-208
Situs: 74609 Cain Lane
Owner of Record: Morrow County
Size: 1.39 acres
Current Use: Bare land (Cain Lane)
Zoning: Rural Residential
Highest & Best Use: Rural Residential
Date of Value: August 3, 2018
Date of Report: August 3, 2018
Estate Appraised: Fee Simple
Special Assessments: None
Taxes: Currently the property is owned by Morrow County and is exempt from taxation.

Cost Approach to Value Not Applicable

Sales Comparison Approach to Value\$23,540.00

Income Approach to Value Not Applicable

FINAL DETERMINATION OF VALUE AS OF 8/3/18: \$23,540.00

GENERAL DATA

Identification of Property

The subject property is identified as a .1.39 acre parcel of bare land with access from Cain Ln off of West Eighth Rd, West of the City of Irrigon.

Attached is the vicinity and location map of the property.

Zoning

The zoning for the parcel is Rural Residential. The zone is identified in the Morrow County Zoning Ordinance 3.040 and includes the following outright uses; Single-family dwelling, including a mobile home subject to requirements set forth in section 3.040 of the Morrow County Zoning Ordinances, farming, subject to requirements set forth in section 3.040 of the Morrow County Zoning Ordinances, public service utility facility, public park, recreation center, community or neighborhood center, other public uses or buildings necessary to serve the rural residential needs for the area. Permitted conditional uses are as such: Golf course, home occupation conducted in structure accessory to the dwelling, provided all other limitations of occupations are observed, water supply and sewer treatment facility, solid waste disposal site, two family dwelling (duplex).

Rural Residential has a 2 acre minimum lot size. Since this lot is only 1.39 acres and was created prior to the 2 acre minimum requirement, it is referred to as a preexisting non-conforming parcel and will receive all of the benefits as if it did conform to the zone.

Highest and Best Use Analysis

The highest and best use of the land is determined to be Rural Residential.

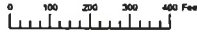
Site Valuation

The subject property was reappraised for 1/1/2016 as part of the normal reappraisal cycle. The appraisal area land study identified this parcel as having a market value of \$23,540.00. The value is based on a land study and site development study completed by the Morrow County Assessor's office for 1/1/15 and includes any market trending since. After reviewing recent sales of rural tract properties in the area I believe the Real Market Value to be consistent with the current assessment.

Conclusion of Value

\$23,540.00

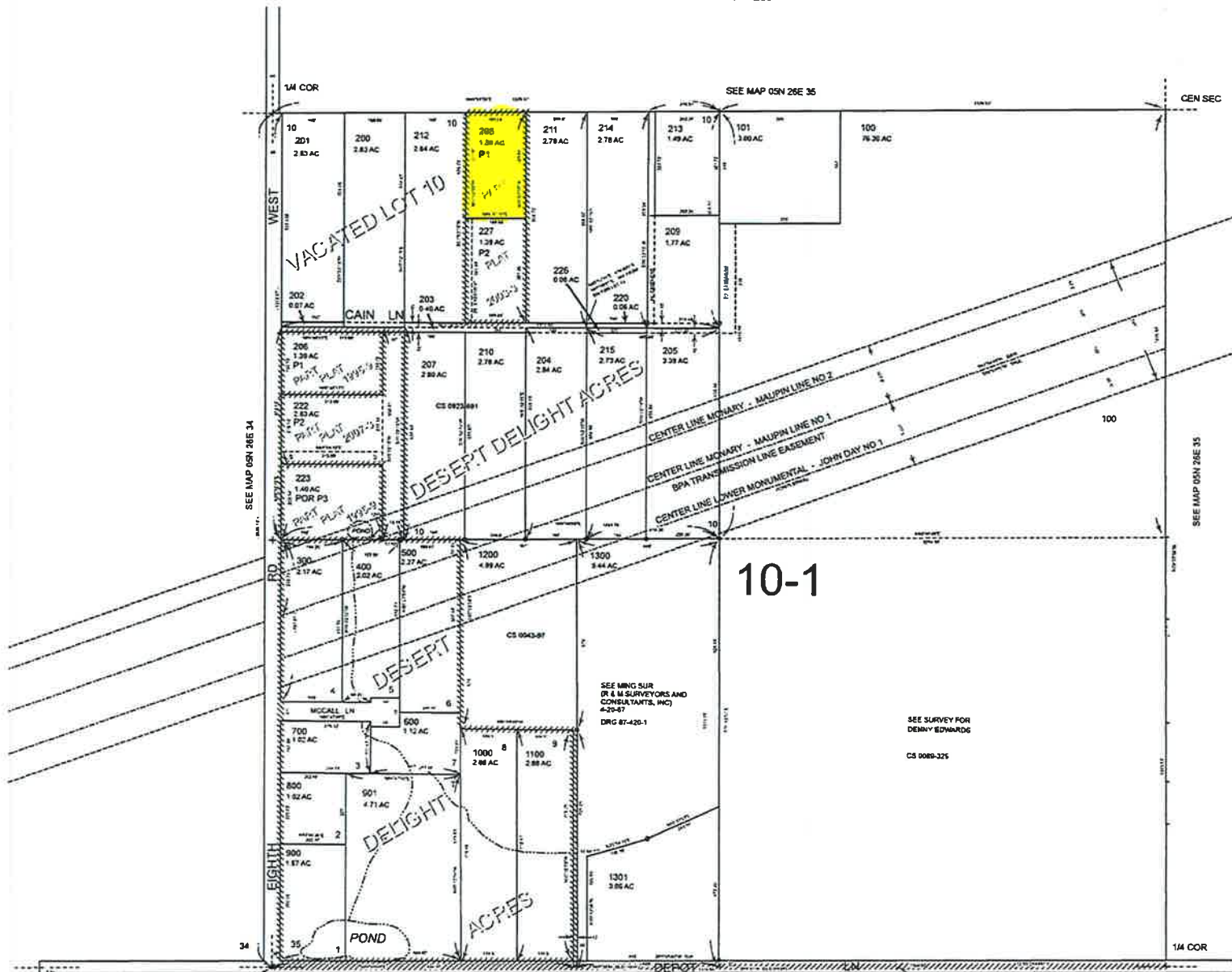
THIS MAP WAS PREPARED FOR ASSESSMENT PURPOSE ONLY



S.W. 1/4 SEC. 35 T. 5N. R. 26E. W.M.
MORROW COUNTY
1" = 200'

05N26E35C

Cancelled
216 THRU 219
221
224
225
228



SEE MAP 04N 26E 02

Revised: BC
3/29/2013

05N26E35C

BEFORE THE BOARD OF COMMISSIONERS FOR MORROW COUNTY, OREGON

In the Matter of Real Property)
Owned by Morrow County and) ORDER NO. OR-2018-13
Directing Sheriff to Conduct Sale.)

WHEREAS, Morrow County has acquired title to certain real property, described in Exhibit "A," attached and incorporated by this reference, pursuant to real property tax foreclosure proceedings on file in the Circuit Court of the State of Oregon for Morrow County and by other means, and

WHEREAS, foreclosure proceedings are completed, and tax deeds in the regular form have been executed by the Morrow County Tax Collector and recorded in the Deed Records of Morrow County pursuant to ORS 312.200 with respect to real properties acquired by tax foreclosure, and

WHEREAS, ORS 271.310 and 275.110 authorize the sale by the Morrow County Court of the real property acquired through real property tax foreclosure and other means, and

WHEREAS, the property described in Exhibit "A," attached is not needed for County purposes and, thus, surplus, and

WHEREAS, it is in the best interests of the County to sell the real property described in Exhibit "A", and that the minimum price of \$_____.00 shall be set, and

NOW THEREFORE, be it resolved that the Morrow County Court hereby orders as follows:

That the Sheriff of Morrow County is hereby directed to sell, in the manner provided by ORS 275.120, et. seq., the parcel(s) of real property described in Exhibit "A", which is attached hereto and by this reference incorporated herein; said sale shall be for the minimum price and upon such terms and conditions as is set forth with particularity in said Exhibit "A".

That a minimum bid of \$_____.00 will be required.

That all sales shall be deemed conditional until such time as the Morrow County Court formally accepts or rejects said sale.

That, if the Sheriff is unsuccessful in selling any of the property listed in Exhibit "A" at said sale, said property may be sold at private sale pursuant to ORS 275.200.

Dated this ____ day of August, 2018.

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

Don Russell, Chair

Jim Doherty, Commissioner

Melissa Lindsay, Commissioner

Approved as to Form:

Morrow County Counsel

SUMMARY OF FACTS AND CONCLUSIONS

Account: Acct 10185, MTL 5N2635C-227

Situs: Cain Lane

Owner of Record: Morrow County

Size: 1.39 acres

Current Use: Bare land (Cain Lane)

Zoning: Rural Residential

Highest & Best Use: Rural Residential

Date of Value: August 3, 2018

Date of Report: August 3, 2018

Estate Appraised: Fee Simple

Special Assessments: None

Taxes: Currently the property is owned by Morrow County and is exempt from taxation.

Cost Approach to Value Not Applicable

Sales Comparison Approach to Value\$23,540.00

Income Approach to Value Not Applicable

FINAL DETERMINATION OF VALUE AS OF 8/3/18: \$23,540.00

GENERAL DATA

Identification of Property

The subject property is identified as a .1.39 acre parcel of bare land with access from Cain Ln off of West Eighth Rd, West of the City of Irrigon.

Attached is the vicinity and location map of the property.

Zoning

The zoning for the parcel is Rural Residential. The zone is identified in the Morrow County Zoning Ordinance 3.040 and includes the following outright uses; Single-family dwelling, including a mobile home subject to requirements set forth in section 3.040 of the Morrow County Zoning Ordinances, farming, subject to requirements set forth in section 3.040 of the Morrow County Zoning Ordinances, public service utility facility, public park, recreation center, community or neighborhood center, other public uses or buildings necessary to serve the rural residential needs for the area. Permitted conditional uses are as such: Golf course, home occupation conducted in structure accessory to the dwelling, provided all other limitations of occupations are observed, water supply and sewer treatment facility, solid waste disposal site, two family dwelling (duplex).

Rural Residential has a 2 acre minimum lot size. Since this lot is only 1.39 acres and was created prior to the 2 acre minimum requirement, it is referred to as a preexisting non-conforming parcel and will receive all of the benefits as if it did conform to the zone.

Highest and Best Use Analysis

The highest and best use of the land is determined to be Rural Residential.

Site Valuation

The subject property was reappraised for 1/1/2016 as part of the normal reappraisal cycle. The appraisal area land study identified this parcel as having a market value of \$23,540.00. The value is based on a land study and site development study completed by the Morrow County Assessor's office for 1/1/15 and includes any market trending since. After reviewing recent sales of rural tract properties in the area I believe the Real Market Value to be consistent with the current assessment.

Conclusion of Value

\$23,540.00

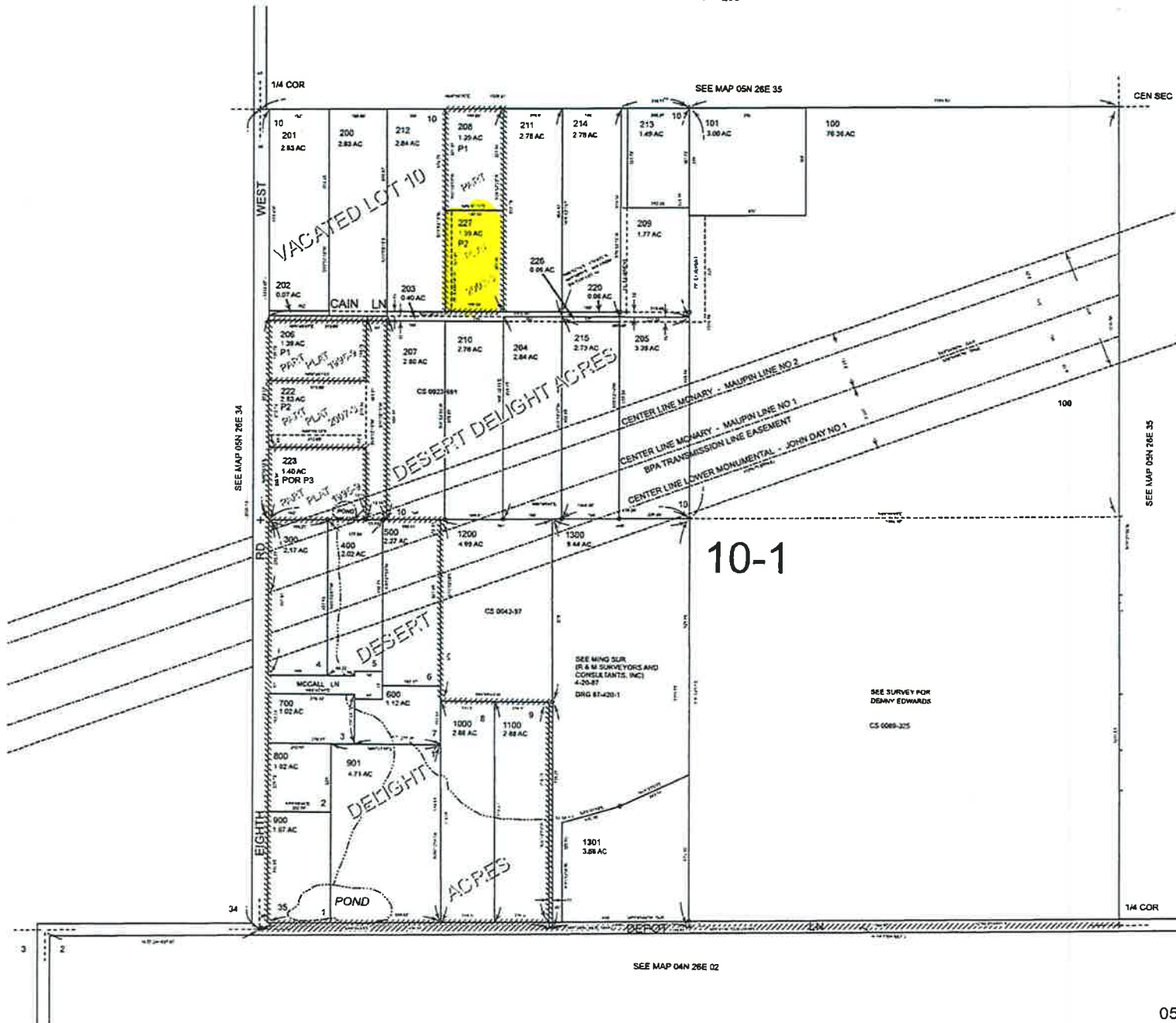
THIS MAP WAS PREPARED FOR
ASSESSMENT PURPOSE ONLY



S.W.1/4 SEC.35 T.5N. R.26E. W.M.
MORROW COUNTY
1" = 200'

05N26E35C

Cancelled
218 THRU 219
221
224
225
228



SEE MAP 04N 26E 02

Revised: BC
3/29/2013

05N26E35C



AGENDA ITEM COVER SHEET

Morrow County Board of Commissioners
(Page 1 of 2)

(For BOC Use)
Item #
5f

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

Staff Contact: Eric Imes Phone Number (Ext): 989-9500
 Department: Public Works / Road Requested Agenda Date: 8/22/2018
 Short Title of Agenda Item: Purchase Pre Authorization for 2018 Superior broom
(No acronyms please)

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

N/A Purchase Pre-Authorizations, Contracts & Agreements

Contractor/Entity: Pape Machinery, inc.

Contractor/Entity Address: 1907 E James street Pasco, Washington 99302

Effective Dates – From: _____ Through: _____

Total Contract Amount: \$ 61,600.00 Budget Line: 201-220-5-40-4401

Does the contract amount exceed \$5,000? Yes No

Reviewed By:

	<u>8-15-18</u> <small>DATE</small>	Department Head	Required for all BOC meetings
	<u>8/20/18</u> <small>DATE</small>	Admin. Officer/BOC Office	Required for all BOC meetings
	<small>DATE</small>	County Counsel	*Required for all legal documents
	<u>8/16/18</u> <small>DATE</small>	Finance Office	*Required for all contracts; other items as appropriate.
	<small>DATE</small>	Board Chair	*If appropriate

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

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

AGENDA ITEM COVER SHEET

Morrow County Board of Commissioners

(Page 2 of 2)

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

Public works researched replacing a 1989 Allmand broom. The only dealer for a replacement near us is Pape Machinery in Pasco Washington. Pape machinery sells Superior brooms through the HGAC governmental pricing agreement. This broom meets or exceeds all specifications and features required for MCPW.

2. FISCAL IMPACT:

Current budget of Equipment replacement before broom replacement is \$420,832.33 (\$359,232.33)

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

Motion to approve purchase pre-authorization for 2018 Superior DT74J Broom from Pape Machinery for \$61,600.00 and authorize the BOC chair to sign on behalf of the county.

Attach additional background documentation as needed.

6/30/2016	Equipment Reserve Balance	258,157.25	\$258,157.25
7/1/2015	Road Department budget - Equipment reserve	25,000.00	\$283,157.25
7/2/2016	Long Range planning - Equipment reserve	175,000.00	\$458,157.25
7/2/2016	PAYMENT- Cat 140M2 Grader (1323)	(26,986.94)	\$431,170.31
7/2/2016	2015 Carry over to cover D6 payment	123,000.00	\$554,170.31
11/5/2016	Payment-Cat D6 (315)	(41,270.31)	\$512,900.00
9/21/2016	Ford F-350 Odot surplus (1140)	(6,500.00)	\$506,400.00
9/21/2016	Volvo dump truck Odot surplus (1004)	(6,500.00)	\$499,900.00
9/21/2016	Broce broom Odot surplus ()	(5,000.00)	\$494,900.00
9/21/2016	Trip permits for transport Odot surplus	(30.00)	\$494,870.00
12/14/2016	2006 Chevy 4x4 pickup (Replace 124 / Craig)	(6,500.00)	\$488,370.00
12/14/2016	2008 Chevy 4x4 pickup (Replace 139 / Ross)	(6,500.00)	\$481,870.00
12/14/2016	2007 Ford F-450 pickup (Replace 151)	(10,000.00)	\$471,870.00
3/29/2017	2007 Ford F-550 pickup (Replace 158)	(11,000.00)	\$460,870.00
7/1/2017	Long Range planning	175,000.00	\$635,870.00
7/2/2017	PAYMENT- Cat 140M2 Grader (1323)	0.00	\$635,870.00
7/26/2017	John Deere 772G AWD grader/v plow/wing/topcon	(210,000.00)	\$425,870.00
11/5/2017	Payment-Cat D6 (315)		\$425,870.00
2/20/2018	Compact track loader	(58,377.36)	\$367,492.64
6/13/2018	Cat 420F2 backhoe and attachments	(94,673.37)	\$272,819.27
7/1/2018	Long Range planning projected	175,000.00	\$447,819.27
7/2/2018	PAYMENT- Cat 140M2 Grader (1323)	(26,986.94)	\$420,832.33
	Cat 315 excavator payment 2018,19,20,21,22	(45,478.88)	\$375,353.45
	Superior broom purchase	(61,600.00)	\$313,753.45
			\$313,753.45
			\$313,753.45
7/1/2019	Long Range planning projected ????	175,000.00	\$488,753.45
7/2/2019	PAYMENT- Cat 140M2 Grader (1323)	(26,986.94)	\$461,766.51
	Cat 315 excavator payment 2019,20,21,22	(45,478.88)	\$416,287.63
			\$416,287.63
7/1/2020	Long Range planning projected ????	175,000.00	\$591,287.63
	Cat 315 excavator payment 2020,21,22	(45,963.26)	\$545,324.37
			\$545,324.37
7/1/2021	Long Range planning projected ????	100,000.00	\$645,324.37
	Cat 315 excavator payment 2021,22	(45,478.88)	\$599,845.49
			\$599,845.49
			\$599,845.49
	Cat 315 excavator payment 2022	(45,478.88)	\$554,366.61
			\$554,366.61
	Cat 315 excavator payment 2023	(1.00)	\$554,365.61

Quote Id: 17926273

Prepared For:
MORROW COUNTY ROAD DEPARTMENT



Prepared By: **RALPH GOODWIN**

Pape Machinery, Inc.
1907 E James Street
Pasco, WA 99302

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

Offer Expires: 17 August 2018



Quote Summary

Prepared For:
MORROW COUNTY ROAD DEPARTMENT
365 W. Hwy 74
Lexington, OR 97839
Business: 541-989-8211

Prepared By:
RALPH GOODWIN
Pape Machinery, Inc.
1907 E James Street
Pasco, WA 99302
Phone: 509-547-8813
Mobile: 509-995-4706
rgoodwin@papemachinery.com

Quote Id: 17926273

Expiration Date: 17 August 2018

Equipment Summary	Suggested List	Selling Price	Qty	Extended
2018 SUPERIOR DT74J - NEW	\$ 81,374.00	\$ 81,374.00 X	1 =	\$ 81,374.00
HGAC 24.5% DISCOUNT	\$ -19,103.63	\$ -19,103.63 X	1 =	\$ (19,103.63)
PAPE ADD'L CUSTOMER DISCOUNT	\$ -670.37	\$ -670.37 X	1 =	\$ (670.37)
Equipment Total				\$ 61,600.00

Quote Summary

Equipment Total	\$ 61,600.00
Doc Fee	\$ 0.00
Rental Services Fee	\$ 0.00
Federal Excise Tax	\$ 0.00
Licensing Fee	\$ 0.00
CA Tire Recycling Fee	\$ 0.00
SubTotal	\$ 61,600.00
Total	\$ 61,600.00
Down Payment	(0.00)
Rental Applied	(0.00)
Balance Due	\$ 61,600.00

Salesperson : X _____

Accepted By : X _____





Selling Equipment

Quote Id: 17926273

Customer: MORROW COUNTY ROAD DEPARTMENT

2018 SUPERIOR DT74J - NEW

Hours: 0

Suggested List

Stock Number:

\$ 81,374.00

Selling Price

\$ 81,374.00

Code	Description	Qty	Unit	Extended
DT74J	BROOM BASE	1	\$ 58,530.00	\$ 58,530.00
Standard Options - Per Unit				
	74HP TIER 4 FINAL JD DIESEL ENGINE	1	\$ 0.00	\$ 0.00
	8' POLY CORELESS TUBE BRUSH	1	\$ 0.00	\$ 0.00
	FRONT AXLE W/DISC BRAKES	1	\$ 0.00	\$ 0.00
	2 DOOR CAB W/ DOME LIGHT & RIGHT SIDE ENTRANCE	1	\$ 5,734.00	\$ 5,734.00
	SUSPENSION SEAT	1	\$ 810.00	\$ 810.00
	HEATER & DEFROSTER FAN	1	\$ 658.00	\$ 658.00
	PRESSURIZED AIR CONDITIONING	1	\$ 3,550.00	\$ 3,550.00
	HYDRAULIC TEMP GUAGE	1	\$ 165.00	\$ 165.00
	AM/FM STEREO	1	\$ 618.00	\$ 618.00
	TILT & TELESCOPING STEERING COLUMN	1	\$ 608.00	\$ 608.00
	REAR WINDOW WIPER	1	\$ 405.00	\$ 405.00
	FRONT & REAR WINDOW WASHER	1	\$ 456.00	\$ 456.00
	WEST COAST MIRRORS W/ 8" CONVEX MIRRORS	1	\$ 150.00	\$ 150.00
	LT 235/75R16 TIRES	1	\$ 481.00	\$ 481.00
	FRONT FENDERS	1	\$ 475.00	\$ 475.00
	VANDAL LOCKS	1	\$ 197.00	\$ 197.00
	BLOCK HEATER	1	\$ 216.00	\$ 216.00
	ENGINE PRE-CLEANER	1	\$ 222.00	\$ 222.00
	FRONT & REAR HALOGEN WORK LIGHTS	1	\$ 456.00	\$ 456.00
	LED LIGHT GROUP	1	\$ 895.00	\$ 895.00
	WHELEN R2LPPA BEACON LIGHT	1	\$ 795.00	\$ 795.00
	170 GAL WATER SYSTEM	1	\$ 1,273.00	\$ 1,273.00
	PINTLE TOW BAR	1	\$ 1,280.00	\$ 1,280.00
	Standard Options Total			\$ 19,444.00
Other Charges				
	Freight	1	\$ 2,800.00	\$ 2,800.00
	Delivery Charge	1	\$ 600.00	\$ 600.00
	Other Charges Total			\$ 3,400.00
	Suggested Price			\$ 81,374.00

Selling Equipment

Quote Id: 17926273

Customer: MORROW COUNTY ROAD DEPARTMENT

Customer Discounts		
Customer Discounts Total	\$ 0.00	\$ 0.00
Total Selling Price		\$ 81,374.00

HGAC 24.5% DISCOUNT				
Hours:	0			Suggested List
Stock Number:				\$ -19,103.63
				Selling Price
				\$ -19,103.63
Code	Description	Qty	Unit	Extended
HGAC	HGAC 24.5% DISCOUNT	1	\$ -19,103.63	\$ -19,103.63
Suggested Price				\$ -19,103.63
Customer Discounts				
Customer Discounts Total			\$ 0.00	\$ 0.00
Total Selling Price				\$ -19,103.63

PAPE ADD'L CUSTOMER DISCOUNT				
Hours:	0			Suggested List
Stock Number:				\$ -670.37
				Selling Price
				\$ -670.37
Code	Description	Qty	Unit	Extended
PAPE	PAPE ADD'L CUSTOMER DISCOUNT	1	\$ -670.37	\$ -670.37
Suggested Price				\$ -670.37
Customer Discounts				
Customer Discounts Total			\$ 0.00	\$ 0.00
Total Selling Price				\$ -670.37



Quote Id: 17926273

Customer: MORROW COUNTY ROAD DEPARTMENT

Pape Machinery, Inc. - Pasco, WA
1907 E James Street
Pasco, WA 99302
Phone: 509-547-8813

TERMS AND CONDITIONS OF SALE

TERMS AND CONDITIONS OF SALE: Sales Orders are based on the terms and conditions stated herein. Unless otherwise provided on the face hereof, offers are good for acceptance for a period of 30 days from the date hereof. An order by the Buyer shall constitute an acceptance of the terms and conditions herein proposed. If, and only if, no offer of sale is issued by Seller, then the invoice shall be deemed an acceptance of the Buyer's order; a written confirmation; and a final, complete, and exclusive written expression of the agreement between Seller and Buyer. Buyer is hereby notified that additional or different terms from those contained herein are objectionable.

- 1. Taxes.** Buyer shall pay all local, state, and federal taxes arising from or related to any sale or lease to which this document relates, except for taxes upon or measured by net income of Seller.
- 2. Delivery.** Stated or promised delivery dates are estimates only based upon Seller's best judgment and Seller shall not be responsible for deliveries later than promised regardless of the cause. Delivery periods are projected from the date of receipt of any order by Seller, but if equipment to be furnished by Seller is to be manufactured specifically to fill a particular order, delivery periods will be projected from the date of Seller's receipt of complete manufacturing information. If the furnishing of equipment on orders accepted by Seller is hindered or prevented by public authority or by the existence of war or other contingencies, including, but not limited to, shortage of materials, fires, labor difficulties, accidents, delays in manufacture or transportation, acts of God, embargoes, inability to ship, inability to insure against war risks or substantially increased prices or freight rates, or other causes beyond Seller's control, the obligation to fill or complete such orders shall be excused by Seller's option.
- 3. Transportation and Claims.** Prices quoted are net F.O.B. point designated in writing by Seller. When no F.O.B. point is designated in writing by Seller, prices for new equipment shall be deemed to be net F.O.B. point of manufacture and prices for all other equipment shall be deemed to be F.O.B. Seller's place of business at which the order for the equipment is accepted. When transportation is allowed, the price charged will be adjusted to reflect the lowest transportation rates in effect at the time of shipment even though such rates may differ from those quoted by Seller. Seller's responsibility for the equipment shall cease and all risk of loss shall become the Buyer's upon delivery of the equipment to the first carrier for shipment to the Buyer or his consignee, even though such delivery shall be made prior to the arrival of the equipment at the F.O.B. point designated, and any and all claims for shortages, deliveries, damages or non-delivery must be made by the Buyer or his consignee to the carrier. Seller shall in no event be responsible for shortages in shipments unless notice of such shortage is given in writing to Seller within 15 days after receipt of shipment.
- 4. Payment and Security.** Buyer agrees to pay in full for the equipment at time of delivery. Buyer agrees to pay the late charge on any past due balance at the rate of 18% per annum. The signator warrants that he/she has authority to execute this order on behalf of any party for whom he/she signs, and that such party has the power to enter into this agreement and perform its terms. As security for all of Buyer's obligations to Seller, Buyer grants to Seller a security interest in the equipment and authorizes Seller to file all documents necessary to perfect Seller's security interest. The security interest granted hereunder is in addition to any other rights available to Seller, and Seller shall have all of the rights and remedies available to a secured party under the Uniform Commercial Code, all of which are cumulative. Throughout the duration of Seller's security interest, Buyer shall keep the equipment fully insured against theft and loss or damage by fire and other casualty as Seller may from time to time require in accordance with such terms as Seller may require.
- 5. Buyer to Furnish.** Performance by Seller is subject to the Buyer furnishing a satisfactory credit rating certificate, letter of credit, evidence of financing, or any other similar papers necessary for the satisfactory completion of such order.
- 6. Laws Governing.** All orders will be governed by the laws of the State of Oregon.

7. Assignment. The right to any monies due or to become due hereunder may be assigned by Seller, and Buyer, upon receiving notice of such assignment, shall make payment as directed.

8. Limitations of Warranties. If "NEW" warranty is indicated on the reverse side or if new equipment is purchased hereunder, all warranties are strictly given only by the manufacturer. Copies of manufacturer's warranty can be obtained from Seller. If "USED" warranty is indicated on the reverse side, Seller hereby warrants to Buyer that the equipment or components thereof designated on the reverse side, shall be free under normal use and service from defects in material and workmanship for the period shown, commencing on the date of delivery. Buyer's exclusive remedy for breach of the limited warranty shall be the repair or replacement of the warranted equipment without charge to Buyer when returned at Buyer's expense to the Seller's facility where the equipment was purchased, with proof of purchase. Buyer must give notice of any warranty claim not later than 7 days after the expiration of the warranty period and must return the equipment to Seller for repair or replacement no later than 30 days after expiration of the warranty period. Any action against Seller for breach of the limited warranty must be commenced within one year after the date of delivery of the equipment. Seller's warranty does not extend to any defect, claim, or damage attributable to the failure to operate and/or maintain the equipment in accordance with the manufacturer's specifications, or due to the failure to operate or maintain the equipment in accordance with any recommendations of Seller. If "AS IS" is indicated on the reverse side, no warranty of any kind is being given and the equipment is being sold with all faults. THE WARRANTIES IN THIS PARAGRAPH AND ON THE REVERSE SIDE ARE THE EXCLUSIVE WARRANTIES GIVEN BY SELLER AND SUPERSEDE ANY PRIOR, CONTRARY, OR ADDITIONAL REPRESENTATIONS, WHETHER ORAL OR WRITTEN. SELLER HEREBY DISCLAIMS AND EXCLUDES ALL OTHER WARRANTIES, WHETHER EXPRESS, IMPLIED, OR STATUTORY, INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, AND ANY IMPLIED WARRANTIES OTHERWISE ARISING FROM COURSE OF DEALING OR USAGE OF TRADE. SELLER SHALL NOT BE LIABLE FOR ANY LOSS, INJURY, OR DAMAGE TO PERSONS OR PROPERTY RESULTING FROM THE FAILURE OR DEFECTIVE OPERATION OF THE EQUIPMENT; NOR WILL SELLER BE LIABLE FOR DIRECT, INDIRECT, SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGES OF ANY KIND SUSTAINED FROM ANY CAUSE. This exclusion applies regardless of whether such damages are sought for breach of warranty, breach of contract, negligence, or strict liability in tort or under any other legal theory.

9. Rental Purchase Option. If rental purchase option (RPO) is granted in any addendum, the purchase price shall be tendered to Seller coincidentally with the exercise of the purchase option provided that Buyer is not then in default in performing all of the terms and conditions of lease with Seller.

10. Notice. This paragraph shall serve as notice that The Pape Group, Inc. has assigned its rights to sell its rental equipment (as may be described in this sales order) and its rights to sales proceeds (including "trade-in assets" related thereto) to North Star Deferred Exchange as part of an IRC Sec. 1031 exchange.

11. Attorneys Fees. In the event suit or action is instituted against Buyer on account of or in connection with or based upon the terms hereof, the Buyer agrees to pay, in addition to the costs and disbursements provided by law, such sum as the court may adjudge reasonable attorney's fees in both the trial and appellate courts, or in connection with any bankruptcy proceeding.

12. Entire Agreement. The foregoing and any addendum shall constitute the complete and exclusive agreement between the parties, and it is expressly understood and agreed that no promises, provisions, terms, warranties, conditions, guarantees, or obligations whatsoever, either expressed or implied, other than as herein set forth or provided for shall be binding on either party. Each party may transmit its signature by facsimile to the other party and such facsimile signatures shall have the same force and effect as an original signature.



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

(For BOC Use)
 Item #
 59

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

Staff Contact: Eric Imes
 Department: Public Works / Road
 Short Title of Agenda Item: **Purchase Pre Authorization for Shop heating system**
 (No acronyms please)

Phone Number (Ext): 989-9500
 Requested Agenda Date: 8/22/2018

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

<input type="checkbox"/> Order or Resolution	<input type="checkbox"/> Appointments
<input type="checkbox"/> Ordinance/Public Hearing:	<input type="checkbox"/> Update on Project/Committee
<input type="checkbox"/> 1st Reading <input type="checkbox"/> 2nd Reading	<input type="checkbox"/> Consent Agenda Eligible
<input type="checkbox"/> Public Comment Anticipated:	<input checked="" type="checkbox"/> Discussion & Action
Estimated Time:	Estimated Time: 5-10 minutes
<input type="checkbox"/> Document Recording Required	<input checked="" type="checkbox"/> Purchase Pre-Authorization
<input type="checkbox"/> Contract/Agreement	<input type="checkbox"/> Other

N/A Purchase Pre-Authorizations, Contracts & Agreements

Contractor/Entity: **NuEra**


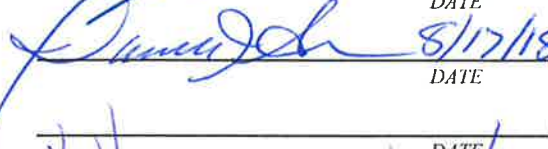

Contractor/Entity Address: **14409 NE 79th street Vancouver, Washington 98682**

Effective Dates -- From: _____ Through: _____

Total Contract Amount: **\$ 8,810.00** Budget Line: **202-220-5-40-4509**

Does the contract amount exceed \$5,000? Yes No

Reviewed By:

 _____	8-15-18 DATE	Department Head	Required for all BOC meetings
 _____	8/17/18 DATE	Admin. Officer/BOC Office	Required for all BOC meetings
_____	DATE	County Counsel	*Required for all legal documents
 _____	8/16/18 DATE	Finance Office	*Required for all contracts; other items as appropriate.
_____	DATE	Board Chair	*If appropriate

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

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

AGENDA ITEM COVER SHEET

Morrow County Board of Commissioners

(Page 2 of 2)

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

The oil furnace system was failing this last spring and parts are not available for the unit and we are updating the system. Public works received 4 bids as follows:

NuEra	\$8,810.00
Oregon Commercial heating	\$8,896.00
Carson American equipment	\$9,758.10
Columbia Basin Hotsy	\$10,018.30

2. FISCAL IMPACT:

Current budget of \$50,000.00 in shop equipment.

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

Motion to approve purchase pre-authorization for a new heating system from NuEra for the amount of \$8,810.00 and authorize the BOC chair to sign on behalf of the county.

Attach additional background documentation as needed.



NuEra

14409 NE 79th St.
Vancouver WA 98682
(800) 347-9575 www.nueraheat.com

*This is the one
we prefer.*

Eric

Name / Address
Morrow County Road Dept Buz Wainwright PO Box 428 Lexington OR 97839

Project

Item	Description	Qty	Rate	Total
EL350H	EnergyLogic EL350H Furnace: Includes metering pump, barometric damper and 7 day programmable thermostat		9,210.00	9,210.00T
Trade in Program	EnergyLogic factory trade in program. Must supply serial number of old unit. <i>350,000 BTU</i>		-1,500.00	-1,500.00
Labor	Labor: Removal of Clean Burn unit and installation of new EnergyLogic unit. Includes all travel and labor- any and all misc uni-strut hardware, Chimney piping below ceiling. Does not include any chimney work above roofline.		1,100.00	1,100.00T
Annual Service W...	Full Service on EnergyLogic Furnace/Boiler Clean all oil passages Clean nozzle block assembly Clean all parts of burner Disassemble and clean preheater - replace gaskets. Clean out burn chamber Drain off bottom of tank - Replac drip cup gasket Replac burner gasket Re-prime system and test fire.	2	850.00	1,700.00T
Discount	Less discount (free annual service for 2 years) Scheduled during summer time at NuEra's convenience		-1,700.00	-1,700.00

Unless otherwise agreed to the following terms apply to this estimate: •Estimate is valid for 30 days from date of estimate Incentives supplied by manufacturers generally have expiration dates but we guarantee them for 30 days from the date of estimate •Payment terms are generally 50% deposit prior to shipment with the remainder due within 30 days of shipment. •Sales tax is collected for sales within the State of Washington	Subtotal	\$8,810.00
	Sales Tax (0.0%)	\$0.00
	Total	\$8,810.00

PURCHASE ORDER

ORDER NO

3575

OREGON COMMERCIAL HEATING

P.O. Box 1080 • Molalla, OR 97038
Molalla (503) 829-9670
Fax (503) 829-9680

SOLD TO: Morrow Co. Road Dept. SHIP TO: _____

ADDRESS: 365 W. Hwy 74 ADDRESS: _____

CITY: Lexington, OR. 97839 CITY: Fax #541-989-8352

BID FOR Buzz - 541-240-1789 (2018) DATE REQUIRED Net upon installation TERMS 12-18-2011

QUANTITY	PLEASE SUPPLY ITEMS LISTED BELOW	PRICE	UNIT
1	RA150 WASTE OIL FURNACE → <u>150,000 BTU Floyd D.</u>	6,285 .00	<u>6596⁰⁰</u>
2	RA250 WASTE OIL FURNACE	8,176 .00	
3	RA350 WASTE OIL FURNACE	10,240 .00	
4	REZNOR FREIGHT CHARGE - FROM REZNOR - 4% OF LIST PRICE	<u>327.00</u>	<u>327.00</u>
5	METALBESTOS 8 ALL FUEL CHIMNEY - TO 8' <u>Parts 8" 24ga</u>	913 .00	<u>2.00.00</u>
6	INSTALLATION KIT - EXCLUDING ELECTRICAL <u>Parts.</u>	310 .00	<u>100.00</u>
7	COMPLETE INSTALLATION & MFG. WARRANTY ONLY	1,750 .00	<u>1400.00</u>
8	EXTENDED WARRANTY OF THREE YR. PARTS, LABOR & MILEAGE EXPENSE	279 .00	<u>279.00</u>
9	<u>Remove old Wedco + install Reznor</u>		
10	<u>Total Bid</u>		<u>#</u>
11	<u>Floyd D.</u>		<u>8896⁰⁰</u>
12			
13	<u>Thank you for the opportunity Buzz.</u>		
14			
15	<u>Ray Thompson</u>		
16	<u>cell 503-704-2880</u>		
17			
18			
19			
20	Authorizing Signature:		
21			
22	TOTAL		

ATTENTION: CUSTOMER SUPPLIES, DEDICATED 115 VOLT, 30 AMP. CIRCUIT TO FURNACE. ALL APPLICABLE PERMITS, APPLICATION FEES, LICENSES AND TAXES ARE TO BE OBTAINED AND PAID FOR BY THE PURCHASER OF THIS EQUIPMENT.



Carson American Equipment Company
 89 NE Columbia Blvd
 Portland, OR. 97211
 Phone: (503) 283-4011
 Fax: (503) 283-4074

QUOTATION

Prepared For:
 Morrow County Road Dept.
 Buzz Wainwright
 365 OR-74
 Lexington, Or 97839
 (541) 240-1789

Date: 12/29/2017
 Clean Burn Sales Consultant: Matt Rasmussen
 Phone: (503) 708-1003
 Email: mrasmussen@carsonteam.com
 Estimated Ship Date: 7 - 10 Business Days

Qty	Part Number	Description	Price	Extension
1	CB-2501	Clean Burn waste oil / multi fuel furnace - 250,000 BTU input - 235,000 output Low profile design - UL listed - fuel consumption 1.7 gallons per hour - able to burn used oil, ATF, hydraulic fluid (no solvents or anti-freeze) #2, #4 and #6 fuel oil - Air compressor requirement 2.0 CFM @ 20 PSI - Stack Size 8" - 115 v/60 Hz 30 Amp Circuit Breaker (list price \$7195.00 ea.)	\$7,195.00	\$6,475.50
1		Recycle Center w/ 215 Gallon Tank	\$1,899.00	\$1,400.00
1		Stack Kit Free (\$1399.00 value ea.)	\$1,399.00	\$799.00

1	CB-3250	Clean Burn waste oil / multi fuel furnace - 325,000 BTU input - 292,000 output Low profile design - UL listed - fuel consumption 2.1 gallons per hour - able to burn used oil, ATF, hydraulic fluid (no solvents or anti-freeze) #2, #4 and #6 fuel oil - Air compressor requirement 2.5 CFM @ 25 PSI - Stack Size 8" - 230 v/60 Hz 30 Amp Circuit Breaker (list price \$8399.00 ea.)	\$8,399.00	\$7,559.10
1		Recycle Center w/ 215 Gallon Tank	\$1,899.00	\$1,400.00
1		Stack Kit Free (\$1399.00 value ea.)	\$1,399.00	\$799.00

Installation Option				
Time and Materials \$110/hr (1st tech) \$95/hr (second tech)				
Freight FOB averages around \$300 each				
Sub-Total				\$19,758.⁰⁰

--	--

THIS QUOTE IS VALID FOR 30 (THIRTY) DAYS

TOTAL



Nothing Heats Like A Clean Burn!

THANK YOU FOR THE OPPORTUNITY TO EARN YOUR BUSINESS



Columbia Basin Hotsy
 1210 N Oregon Ave
 Pasco, WA 99301
 (509) 547-2323

Estimate

Date	Estimate #
8/8/2018	E12224

Name / Address
Morrow County Public Works Dept PO Box 428 Lexington, OR 97839 541-989-9500

Ship To
Morrow County Public Works Dept 365 West Highway 74 Lexington, OR 97839 541-989-9500

P.O. No.	Terms	Due Date	Rep
	1/2 Down, 1/2 on D...	12/18/2017	DA-CM

Item	Description	Qty	Rate	Total
CE250	FURNACE, 250K BTU CLEAN ENERGY WASTE OIL FURNACE SN: BURNER SN:	1	7,600.00	7,600.00
VG06SS				
V90178	VENT TEE 6" STAINLESS STEEL 24GA	1	52.14	52.14
V90174	VENT PIPE 6" X 24" STAINLESS STEEL 24GA	2	38.13	76.26
V90006	ROOF SUPPORT, 6" ADJUSTABLE Y10-007	1	69.32	69.32
V90018	VENT PIPE, 6" X 36" CLASS A STAINLESS STEEL	2	223.05	446.10
V90007	ADAPTER, 6" PAINTED SINGLE WALL	1	70.28	70.28
V90155	KIT, DEKTITE EZI-SEAL FLASHER 6-12" Y10-007	1	62.78	62.78
V90010	Storm Collar, 6"	1	25.34	25.34
V90177	VENT ELBOW, 6" 90 DEG Stainless Steel 24GA	1	33.06	33.06
V90009	SPARK ARRESTOR CAP, 6" CLASS A, STAINLESS STEEL	1	126.72	126.72
	Vent Group, Stainless Steel 6"			962.00
00 WO#	Municipal Discount and Free Duct Kit (If Ordered before Aug 31st 2018)	1	-1,722.00	-1,722.00

**THIS QUOTE VALID FOR THIRTY DAYS FROM ABOVE DATE.
 30% RESTOCKING FEE ON ALL SPECIAL ORDERS.**

Phone #	Fax #	E-mail	Web Site	Total
509-547-2323	509-547-3284	info@cbhotsy.com	www.cbhotsy.com	



Columbia Basin Hotsy
1210 N Oregon Ave
Pasco, WA 99301
(509) 547-2323

Estimate

Date	Estimate #
8/8/2018	E12224

Name / Address
Morrow County Public Works Dept PO Box 428 Lexington, OR 97839 541-989-9500

Ship To
Morrow County Public Works Dept 365 West Highway 74 Lexington, OR 97839 541-989-9500

P.O. No.	Terms	Due Date	Rep
	1/2 Down, 1/2 on D...	12/18/2017	DA-CM

Item	Description	Qty	Rate	Total
99SOWWOH01	Scope of Work Turn Key Waste Oil Heater Installation: * Position new equipment in customers building * Hang furnace from ceiling using 1/2" All-thread or position furnace on recycle center stand. * Install standard 11 piece exhaust venting through roof * Supply and connect air line from customer supplied air compressor stub (not to exceed 20') * Connect electrical supply to customer supplied disconnect (not to exceed 10') * Supply and connect oil supply line from storage tank to furnace (not to exceed 20') * Delivery, Labor, and installation in compliance with CleanEnergy specifications and recommendations. * Initial start up and calibration. * Provide on-site operator and preventative maintenance training * Provide Limited 1 Year Parts and On-site Labor Warranty including travel. Customer Responsibility: * Supply forklift and Manlift (Genie 1930 or similar) * Electrical disconnect with dedicated circuit (within 15' of installation location) * Provide clear access to install location for forklift operation. * Customer will be charged for installer stand by time caused by delays to gain access to work area or delivery of lift equipment. * Provide clear access to compressor line. * Provide sufficient oil in storage tank for start up (1/2 tank minimum) * Permits and modification that may be required by local codes.	1	2,695.00	2,695.00
09 DispatchT	Service Tech Dispatch	1	483.30	483.30

THIS QUOTE VALID FOR THIRTY DAYS FROM ABOVE DATE.
30% RESTOCKING FEE ON ALL SPECIAL ORDERS.

Phone #	Fax #	E-mail	Web Site	Total
509-547-2323	509-547-3284	info@cbhotsy.com	www.cbhotsy.com	

Signature



Columbia Basin Hotsy
 1210 N Oregon Ave
 Pasco, WA 99301
 (509) 547-2323

Estimate

Date	Estimate #
8/8/2018	E12224

Name / Address
Morrow County Public Works Dept PO Box 428 Lexington, OR 97839 541-989-9500

Ship To
Morrow County Public Works Dept 365 West Highway 74 Lexington, OR 97839 541-989-9500

P.O. No.	Terms	Due Date	Rep
	1/2 Down, 1/2 on D...	12/18/2017	DA-CM

Item	Description	Qty	Rate	Total
Estimate	Please sign and date as acceptance of this estimate and authorization to order..... Signature _____ Title _____ PO# _____ Dated _____		0.00	0.00

**THIS QUOTE VALID FOR THIRTY DAYS FROM ABOVE DATE.
 30% RESTOCKING FEE ON ALL SPECIAL ORDERS.**

Phone #	Fax #	E-mail	Web Site	Total	\$10,018.30
509-547-2323	509-547-3284	info@cbhotsy.com	www.cbhotsy.com		



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

(For BOC Use)
Item #
5h

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

Staff Contact: Eric Imes Phone Number (Ext): 989-9500
Department: Public Works / Road Requested Agenda Date: 8/22/2018
Short Title of Agenda Item: Purchase Pre Authorization for 2017 Cat 315F excavator
(No acronyms please)

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

N/A
Purchase Pre-Authorizations, Contracts & Agreements
Contractor/Entity: Western States Caterpillar
Contractor/Entity Address: 2100 Frontier Loop Pasco, Washington 99301
Effective Dates - From: 8/23/2018 Through: 8/23/2023
Total Contract Amount: \$ 206,258.38 Budget Line: 201-220-5-40-4401
Does the contract amount exceed \$5,000? Yes No

Reviewed By:
[Signature] 8-15-18 Department Head Required for all BOC meetings
[Signature] 8/20/18 Admin. Officer/BOC Office Required for all BOC meetings
[Signature] County Counsel *Required for all legal documents
[Signature] 8/16/18 Finance Office *Required for all contracts; other items as appropriate.
[Signature] Board Chair *If appropriate

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

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

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

Public works researched a smaller excavator to work in work zones and keep traffic flowing in the other lane with safety being the highest concern. It was determined that a "zero radius" tail swing excavator that could still have the lifting capacity for other demands and easily load trucks it came down to the Cat 315F excavator. Western states worked up a finance package of (5) \$45,478.88 payments and a \$1.00 buyout at the end of the contract through the NJPA governmental pricing agreement. This machine will be a better option for the majority of our maintenance work while saving hours and wear on the larger 320 excavator we have now.

2. FISCAL IMPACT:

Current budget of Equipment replacement before excavator purchase is \$359,232.33 (\$313,753.45). See attached a breakdown of future payments on excel spreadsheet.

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

Motion to approve purchase pre-authorization for 2017 315F excavator from Western States Caterpillar and authorize the BOC chair to sign on behalf of the county.

Attach additional background documentation as needed.

6/30/2016	Equipment Reserve Balance	258,157.25	\$258,157.25
7/1/2015	Road Department budget - Equipment reserve	25,000.00	\$283,157.25
7/2/2016	Long Range planning - Equipment reserve	175,000.00	\$458,157.25
7/2/2016	PAYMENT- Cat 140M2 Grader (1323)	(26,986.94)	\$431,170.31
7/2/2016	2015 Carry over to cover D6 payment	123,000.00	\$554,170.31
11/5/2016	Payment-Cat D6 (315)	(41,270.31)	\$512,900.00
9/21/2016	Ford F-350 Odot surplus (1140)	(6,500.00)	\$506,400.00
9/21/2016	Volvo dump truck Odot surplus (1004)	(6,500.00)	\$499,900.00
9/21/2016	Broce broom Odot surplus ()	(5,000.00)	\$494,900.00
9/21/2016	Trip permits for transport Odot surplus	(30.00)	\$494,870.00
12/14/2016	2006 Chevy 4x4 pickup (Replace 124 / Craig)	(6,500.00)	\$488,370.00
12/14/2016	2008 Chevy 4x4 pickup (Replace 139 / Ross)	(6,500.00)	\$481,870.00
12/14/2016	2007 Ford F-450 pickup (Replace 151)	(10,000.00)	\$471,870.00
3/29/2017	2007 Ford F-550 pickup (Replace 158)	(11,000.00)	\$460,870.00
			\$460,870.00
7/1/2017	Long Range planning	175,000.00	\$635,870.00
			\$635,870.00
7/2/2017	PAYMENT- Cat 140M2 Grader (1323)	0.00	\$635,870.00
7/26/2017	John Deere 772G AWD grader/v plow/wing/topcon	(210,000.00)	\$425,870.00
11/5/2017	Payment-Cat D6 (315)		\$425,870.00
2/20/2018	Compact track loader	(58,377.36)	\$367,492.64
			\$367,492.64
6/13/2018	Cat 420F2 backhoe and attachments	(94,673.37)	\$272,819.27
7/1/2018	Long Range planning projected	175,000.00	\$447,819.27
7/2/2018	PAYMENT- Cat 140M2 Grader (1323)	(26,986.94)	\$420,832.33
	Cat 315 excavator payment 2018,19,20,21,22	(45,478.88)	\$375,353.45
	Superior broom purchase	(61,600.00)	\$313,753.45
			\$313,753.45
			\$313,753.45
			\$313,753.45
7/1/2019	Long Range planning projected ????	175,000.00	\$488,753.45
7/2/2019	PAYMENT- Cat 140M2 Grader (1323)	(26,986.94)	\$461,766.51
	Cat 315 excavator payment 2019,20,21,22	(45,478.88)	\$416,287.63
			\$416,287.63
			\$416,287.63
7/1/2020	Long Range planning projected ????	175,000.00	\$591,287.63
	Cat 315 excavator payment 2020,21,22	(45,963.26)	\$545,324.37
			\$545,324.37
			\$545,324.37
7/1/2021	Long Range planning projected ????	100,000.00	\$645,324.37
	Cat 315 excavator payment 2021,22	(45,478.88)	\$599,845.49
			\$599,845.49
			\$599,845.49
			\$599,845.49
	Cat 315 excavator payment 2022	(45,478.88)	\$554,366.61
			\$554,366.61
	Cat 315 excavator payment 2023	(1.00)	\$554,365.61



Pasco
 2100 Frontier Loop Pasco, WA 99301
 509.547.9541

SALES AGREEMENT

AGREEMENT: Q000094724-6
 AGREEMENT DATE: 8/14/2018
 AGREEMENT EXPIRES: 5/26/2018
 WAREHOUSE: Pasco Machine Sales
 CUSTOMER NO.: 6040800
 CUSTOMER PO:
 SALESMAN: Joseph D Giacalone

Joseph.Giacalone@wseco.com

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

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

ITEM DESCRIPTION	PRICE
2017 Caterpillar 315F Track Excavator S/N: TDY10719 SMU: 151 hrs ID:E0020571	\$215,058.38
<ul style="list-style-type: none"> ● Caterpillar HEX CPLR HPG 311-314 S/N: PGX00846 ID: E0025030 ● Caterpillar THUMB 312E S/N: THC04221 ID: E0025649 ● Caterpillar 24" GD BKT .40CYD 311-314 S/N: MHJ58822 ID: E0032549 ● Caterpillar 60" CU BKT 1..31CYD 311-314PG S/N: MHC06107 ID: E0032668 ● New Warranty - 36 mo 3,000 hrs - POWERTRAIN + HYDRAULICS + TECH ● Delivery Freight 	
Rental Credit - 4 mo Rental applied 100% 5/24-8/23. \$2,200 Monthly.	(\$8,800.00)

Notes		
	Before Tax Balance	\$206,258.38
	Sales Tax	\$0.00
	Trade Payoff	\$0.00
	Downpayment	\$0.00
	Net Due	\$206,258.38

Western States Equipment	Morrow County
Order Received by _____	Approved and Accepted by _____
Title <u>Regional Sales Manager</u> 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 initialing 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.: Q000094724-6

EQUIPMENT DETAILS

5099631 315F L HEX AM-N DCA1A	0P2407 ANTIFREEZE, -50C (-58F)
0G0479 ROLL ON-ROLL OFF W/O BKT QC A	0G4126 STORAGE PROTECTION (EXPORT)
0P3380 INSTRUCTIONS, ENGLISH	0P9002 LANE 2 ORDER
4656097 315F L HEX	1207199 GUARD, TRACK GUIDING, CENTER
1697904 GUARD, TRACK MOTOR	2757114 LIGHT, BOOM RIGHT SIDE
2824579 BLADE, 8'6"	2844491 MIRROR, CAB LEFT
3163790 SUPPORT, AUX LINES, R-BOOM	3276559 MIRROR, W/O GUARD
3408203 TRACK, 24" TG (GLT)	3527158 ACCUMULATOR WITH CRN
3574081 CAB-ROPS,70/30 W/VANDAL G-BOSS	3592563 KEY
3606189 PANEL, STD START SWITCH	3606276 LIGHTING, CAB (HALOGEN)
3624326 GUARD, BOTTOM, STANDARD	3624343 COUNTERWEIGHT, 7,850LBS
3690002 ALARM, TRAVEL	3700217 LINES-HP, REACH BOOM TCS
3710116 LINES-QC, REACH BOOM	3729578 WINDOW, REAR, DUAL EXIT
3729668 LINES-HP, R9'10" STICK	3755660 COOLING, HIGH AMBIENT
3832513 LINKAGE, BKT W/O LIFT	3852832 CYLINDER, BKT
3938771 LINES-QC, R9'10" STICK	3947475 STICK, R9'10" HD
4184318 COMBINED CIR PKG	4203840 FRAME, BASE, LONG U/C BLADE
4310397 CONTROL, FINE SWING	4358180 SWIVEL, BLADE
4583785 LINES-FRONT, STD W/PGQC	4591241 SEAT, H-BACK, W/HEATER,S/AIR
4599556 FRAME, SWING	4611667 CONTROL, BLADE, W/PUMP
4612810 AIR CONDITIONER	4628661 PRODUCT LINK, CELLULAR PL641
4649323 BATTERY, STANDARD	4656145 RADIO, 24V AM/FM
4661038 HOOD, ENGINE	4663359 CHANGER,HAND CTRL 2-WAY
4671396 CAMERA REAR VIEW W/GRDRAIL	4734122 COVER, TANK STANDARD
4737017 DECALS, EXTERIOR ANSI	4737132 DECALS, CAB ANSI
4886543 SEAT BELT, 2" RETRACTABLE	4993898 REACH BOOM HD PKG
4993901 HYD VLV TCS PKG	5009174 CTRL, CAT PIN GRABBER COUPLER
5030851 TANK, FUEL	0P1084 HYDRAULIC EXCAVATOR WORK TOOLS
3886156 COUPLER, HYDRAULIC PIN GRABBER	4222983 LINES, CONNECTOR, PIN GRABBER
4509741 FIELD INST KIT,HYD.,PINGRABBER	1728472 PIN GROUP, SPARE
0P0210 PACK, DOMESTIC TRUCK	0P1084 HYDRAULIC EXCAVATOR WORK TOOLS
3797029 BRACKET GP	3803963 CONNECTOR LINES, THUMB
3879730 THUMB GP	0P0210 PACK, DOMESTIC TRUCK
0P1084 HYDRAULIC EXCAVATOR WORK TOOLS	3588612 BUCKET-GD, 24" 0.40 YD3
9J3169 TIP, LONG	3801203 SIDE CUTTER, GENERAL PURPOSE
0P1084 HYDRAULIC EXCAVATOR WORK TOOLS	4397298 BKT CU 60" 1.33YD3
0P0210 PACK, DOMESTIC TRUCK	

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: _____

By: _____

Print Name: _____

Title: _____

Date: _____

WESTERN STATES EQUIPMENT COMPANY

By: _____

Print Name: _____

Title: Regional Sales Manager

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 - 36 mo 3,000 hrs & POWERTRAIN + HYDRAULICS + TECH				
MODEL	PRODUCT DESCRIPTION	HOUR METER	SERIAL NUMBER	DELIVERY DATE
315F	315F Track Excavator	151	TDY10719	

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, USA 61629-3345.

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 I 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-COUPPLERS 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 of 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 HOLDEWOWNERS 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 INSURBR: 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	315F	TDY10719	151		

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
HEX CPLR HPG 311-314	THUMB 312E	24" GD BKT .40CYD 311-314	60" CU BKT 1..31CYD 311-314PG
Serial No. PGX00846 N/S	Serial No. THC04221 N/S	Serial No. MHJ58822 N/S	Serial No. MHC06107 N/S

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

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

Country / país USA

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

- Asegurese que se completaron los programas pendientes de mejoras al producto para fines de seguridad (PIP).
- Asegurese 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.

Thank you for selecting Caterpillar products and for allowing Caterpillar Financial Services Corporation to serve your financing needs. Included in this document package are all of the forms that will be needed for standard tax exempt lease purchase transactions. The forms have been designed to be clear, concise and user friendly. We have also provided a brief explanation of the purpose of each form. If you wish to discuss any of the forms or have any questions about any aspect of this transaction, we encourage you to contact your Caterpillar Dealer or Caterpillar Financial Services Corporation at 1-866-263-3791 Option # 5.

A. Governmental Equipment Lease-Purchase Agreement. The Governmental Lease-Purchase Agreement contains the terms that govern each transaction between us. It is the standard Caterpillar Financial Services Corporation tax exempt lease-purchase agreement, and provides that we will lease to you the equipment described therein pursuant to a full payout amortization schedule. A new Governmental Equipment Lease-Purchase Agreement will have to be signed in connection with each transaction.

B. Lessee's Authorizing Resolution. The Authorizing Resolution is evidence you have taken the necessary governing body actions to approve the Governmental Equipment Lease-Purchase Agreement. Although the authorizing instrument is often a resolution, it may also take other forms such as an ordinance. We are agreeable to using your customary or standard form provided it contains specific approval for the lease-purchase agreement, designates persons who are authorized to sign on your behalf and either approves the document forms or delegates this authority to a named official

C. Verification of Insurance. The Certificate of Insurance is intended to supply information regarding the insurance coverage for the equipment being lease-purchased. You will need to supply the requested information to us so we can verify coverage.

D. Opinion of Counsel. An opinion of counsel is required in connection with each Governmental Equipment Lease-Purchase Agreement. The opinion is intended to confirm that you have complied with all open meeting laws, publication and notice requirements, procedural rules for governing body meetings, and any other relevant state or local government statutes, ordinances, rules or regulations. We would be unable to confirm compliance with these laws and regulations ourselves absent long delays and higher costs so we rely upon the opinion of your attorney since he/she may have been involved in the process to approve our transaction and is an expert in the laws and regulations to which you are subject. The opinion also confirms that you are an entity eligible to issue tax-exempt obligations and that the Governmental Equipment Lease-Purchase Agreement will be treated as tax-exempt as it is your obligation to ensure that you have complied with relevant tax law.

E. Form of 8038G or GC. Form 8038 is required by the Internal Revenue Service in order to monitor the amount of tax-exempt obligations issued. You have to execute a Form 8038 for each Governmental Equipment Lease-Purchase Agreement. Whether a Form 8038 G or GC is required depends on the original principal amount of the Governmental Equipment Lease-Purchase Agreement. If the original principal amount is less than \$100,000 Form 8038GC is filed with the IRS. If the original principal amount is \$100,000 or more Form 8038G is filed with the IRS. Choose the appropriate 8038 form and complete according to IRS guidelines. Contact your TM or Sales Support Representative for assistance.

IRS Form 8038G

<http://www.irs.gov/pub/irs-pdf/f8038g.pdf>

IRS Form 8038GC

<http://www.irs.gov/pub/irs-pdf/f8038gc.pdf>

This Explanation of Contents is prepared as an accommodation to the parties named herein. It is intended as an example of some of the documents that Caterpillar Financial Services Corporation, in its reasonable judgment, may require and is not intended to constitute legal advice. Please engage and use your own legal counsel. We understand that the laws of the various states are different so nothing herein shall be construed as a warranty or representation that the documents listed herein are the only documents that may be required in any particular transaction or that any particular transaction, if documented in accordance with this Explanation of Contents, will be a valid, binding and enforceable obligation enforceable against the parties named herein in accordance with the terms of the documents named herein.

DOCUMENT CHECKLIST (GOVERNMENTAL LEASE)
Transaction Number 3546242 Quote Number 6021486



These documents were prepared especially for:

MORROW COUNTY PUBLIC WORKS
P.O. BOX 428
LEXINGTON, OR 97839

Dealer: WESTERN STATES EQUIPMENT CO., H510
Date: 08/15/2018 **Time:** 3:27 PM
Comments: JOE GIACALONE

Customer Executed Documents

Comments

- Lease Purchase Document
- Delivery Certification
- Insurance Verification
- 8038G or 8038GC
- Advance Payment (cross out if N/A)
- Customer Information Verification
- Tax Exemption Certificate
- Any necessary Riders/Amendments
- Lessee's Resolution + Minutes of Meeting **OR**
- Opinion of Lessee's Counsel
- Copy of Driver's License (Sole Proprietorships and Individuals)

Dealer Executed Documents

Comments

- Purchase Agreement
- Dealer Invoice
- All Credit Conditions Met

**If any of these documents are altered, or if the Buyer wishes to add or delete documents, please contact your CFSC Credit Analyst to obtain acceptance of any and all changes.*





**Governmental Equipment Lease-Purchase Agreement
Transaction Number 3546242**

1. PARTIES

LESSOR ("we", "us", or "our"):
CATERPILLAR FINANCIAL SERVICES CORPORATION
2120 West End Avenue
Nashville, TN 37203

LESSEE ("you" or "your"):
MORROW COUNTY PUBLIC WORKS
P.O. BOX 428
LEXINGTON, OR 97839

In reliance on your selection of the equipment described below (each a "Unit"), we have agreed to acquire and lease the Units to you, subject to the terms of this Lease. **Until this Lease has been signed by our duly authorized representative, it will constitute an offer by you to enter into this Lease with us on the terms stated herein.**

2. DESCRIPTION OF THE UNITS

DESCRIPTION OF UNITS Whether the Unit is new or used, the model number, the manufacturer, and the model name.	SERIAL/VIN Unique ID number for this Unit.	ANNUAL LEASE PAYMENT This is due per period, as stated below in section 3.	FINAL LEASE PAYMENT	DELIVERY DATE Enter date machine was delivered to you
(1) New 315F Caterpillar Hydraulic Excavator	TDY10719	\$45,478.88	\$1.00	

TERMS AND CONDITIONS

3. Lease Payments; Current Expense You will pay us the lease payments, including the final lease payment set forth above (collectively, the "Lease Payments"). Lease Payments will be paid by you to us as follows: a first payment of \$45,478.88 will be paid in advance and the balance of the Lease Payments is payable in 5 successive annual payments of which the first 4 payments are in the amount of \$45,478.88 each, and the last payment is in the amount of \$1.00 plus all other amounts then owing under this Lease, with the first Lease Payment due on the date that we sign this Lease and subsequent Lease Payments due on a like date of each year thereafter until paid in full. A portion of each Lease Payment constitutes interest and the balance of each Lease Payment is payment of principal. The Lease Payments will be due without demand. You will pay the Lease Payments to us at Caterpillar Financial Services Corporation; PO Box 100647; Pasadena, CA 91189-0647 or such other location that we designate in writing. Your obligations, including your obligation to pay the Lease Payments due in any fiscal year, will constitute a current expense of yours for such fiscal year and will not constitute an indebtedness of yours within the meaning of the constitution and laws of the State in which you are located (the "State"). Nothing in this Agreement will constitute a pledge by you of any taxes or other moneys, other than moneys lawfully appropriated from time to time for the payment of the "Payments" (as defined in the last sentence of this Section) owing under this Agreement. **You agree that, except as provided in Section 7, your duties and liabilities under this Agreement and any associated documents are absolute and unconditional. Your payment and performance obligations are not subject to cancelation, reduction, or setoff for any reason. You agree to settle all claims, defenses, setoffs, counterclaims and other disputes you may have with the Supplier, the manufacturer of the Unit, or any other third party directly with the Supplier, the manufacturer or the third party, as the case may be. You will not assert, allege or make any such claim, defense, setoff, counterclaim or other dispute against us or with respect to the payments due us under this Agreement. As used in this Agreement, "Payments" will mean the Lease Payments and any other amounts required to be paid by you.**

The portion of the Lease Payments constituting principal will bear interest (computed on the basis of actual days elapsed in a 360 day year) at the rate of 5.05% per annum.

4. Late Charges If we do not receive a Payment on the date it is due, you will

pay to us, on demand, a late payment charge equal to the lesser of five percent (5%) of such Payment or the highest charge allowed by law.

5. Security Interest To secure your obligations under this Agreement, you grant us a continuing first priority security interest in each Unit (including any Additional Collateral), including all attachments, accessories and optional features (whether or not installed on such Units) and all substitutions, replacements, additions, and accessions, and the proceeds of all the foregoing, including, but not limited to, proceeds in the form of chattel paper. You authorize the filing of such financing statements and will, at your expense, do any act and execute, acknowledge, deliver, file, register and record any document, which we deem desirable to protect our security interest in each Unit and our rights and benefits under this Agreement. You, at your expense, will protect and defend our security interest in the Units and will keep the Units free and clear of any and all claims, liens, encumbrances and legal processes however and whenever arising.

6. Disclaimer of Warranties WE HAVE NOT MADE AND DO NOT MAKE ANY WARRANTY, REPRESENTATION OR COVENANT OF ANY KIND, EXPRESS OR IMPLIED, AS TO THE UNITS, AS TO US, YOUR LEASE AND PURCHASE OF THE UNITS WILL BE ON AN "AS IS" AND "WHERE IS" BASIS AND "WITH ALL FAULTS". **Nothing in this Agreement is intended to limit, waive, abridge or otherwise modify any rights, claims, or causes of action that you may have against any person or entity other than us.**

7. Non-Appropriation You have an immediate need for, and expect to make immediate use of, the Units. This need is not temporary or expected to diminish during the term of this Agreement. To that end, you agree, to the extent permitted by law, to include in your budget for the current and each successive fiscal year during the term of this Agreement, a sufficient amount to permit you to discharge your obligations under this Agreement. Notwithstanding any provision of this Agreement to the contrary, we and you agree that, in the event that prior to the commencement of any of your fiscal years you do not have sufficient funds appropriated to make the Payments due under this Agreement for such fiscal year, you will have the option of terminating this Agreement as of the date of the commencement of such fiscal year by giving us sixty (60) days prior written notice of your intent to terminate. No later than the last day of the last fiscal year for which appropriations were made for the Payments (the "Return Date"), you will



return to us all of the Units, at your sole expense, in accordance with Section 14, and this Agreement will terminate on the Return Date without penalty or expense to you and you will not be obligated to pay the Lease Payments beyond such fiscal year; provided, that you will pay all Payments for which moneys have been appropriated or are otherwise available; and provided further, that you will pay month to-month rent at the rate set by us for each month or part of any month that you fail to return the Units.

- 8. **Tax Warranty** You will, at all times, do and perform all acts and things necessary and within your control to ensure that the interest component of the Lease Payments will, for the purposes of Federal income taxation, be excluded from our gross income. You will not permit or cause your obligations under this Agreement to be guaranteed by the Federal Government or any branch or instrumentality of the Federal Government. You will use the Units for the purpose of performing one or more of your governmental functions consistent with the scope of your authority and not in any trade or business carried on by a person other than you. You will report this Agreement to the Internal Revenue Service by filing Form 8038G, 8038GC or 8038, as applicable. Failure to do so will cause this Agreement to lose its tax exempt status. You agree that if the appropriate form is not filed, the interest rate payable under this Agreement will be raised to the equivalent taxable interest rate. If the use, possession or acquisition of the Units is determined to be subject to taxation, you will pay when due all taxes and governmental charges assessed or levied against or with respect to the Units.
- 9. **Assignment** You may not, without our prior written consent, by operation of law or otherwise, assign, transfer, pledge, hypothecate or otherwise dispose of your right, title and interest in and to this Agreement and/or the Units and/or grant or assign a security interest in this Agreement and/or the Units, in whole or in part. We may not transfer, sell, assign, pledge, hypothecate, or otherwise dispose of our right, title and interest in and to this Agreement and/or the Units and/or grant or assign a security interest in this Agreement and/or the Units, in whole or in part.
- 10. **Indemnity** To the extent permitted by law, you assume liability for, agree to and do indemnify, protect and hold harmless us and our employees, officers, directors and agents from and against any and all liabilities, obligations, losses, damages, injuries, claims, demands, penalties, actions, costs and expenses (including reasonable attorney's fees), of whatsoever kind and nature, arising out of the use, condition (including, but not limited to, latent and other defects and whether or not discoverable by you or us), operation, ownership, selection, delivery, storage, leasing or return of any item of Units, regardless of where, how and by whom operated, or any failure on your part to accept the Units or otherwise to perform or comply with any conditions of this Agreement.
- 11. **Insurance; Loss and Damage** You bear the entire risk of loss, theft, destruction or damage to the Units from any cause whatsoever. No loss, theft, destruction or damage of the Units will relieve you of the obligation to make Lease Payments or to perform any obligation owing under this Agreement. You agree to keep the Units insured to protect all of our interests, at your expense, for such risks, in such amounts, in such forms and with such companies as we may require, including but not limited to fire and extended coverage insurance, explosion and collision coverage, and personal liability and property damage liability insurance. Any insurance policies relating to loss or damage to the Units will name us as loss payee as our interests may appear and the proceeds may be applied toward the replacement or repair of the Units or the satisfaction of the Payments due under this Agreement. You agree to use, operate and maintain the Units in accordance with all laws, regulations and ordinances and in accordance with the provision of any policies of insurance covering the Units, and will not rent the Units or permit the Units to be used by anyone other than you. You agree to keep the Units in good repair, working order and condition and house the Units in suitable shelter, and to permit us or our assigns to inspect the Units at any time and to otherwise protect our interests in the Units. If any Unit is customarily covered by a maintenance agreement, you will furnish us with a maintenance agreement by a party acceptable to us.
- 12. **Default; Remedies** An "Event of Default" will occur if (a) you fail to pay any

Payment when due and such failure continues for ten (10) days after the due date for such Payment or (b) you fail to perform or observe any other covenant, condition, or agreement to be performed or observed by you under this Agreement and such failure is not cured within twenty (20) days after written notice of such failure from us. Upon an Event of Default, we will have all rights and remedies available under applicable law. In addition, we may declare all Lease Payments due or to become due during the fiscal year in which the Event of Default occurs to be immediately due and payable by you and/or we may repossess the Units by giving you written notice to deliver the Units to us in the manner provided in Section 14, or in the event you fail to do so within ten (10) days after receipt of such notice, and subject to all applicable laws, we may enter upon your premises and take possession of the Units. Further, if we financed your obligations under any extended warranty agreement such as an Equipment Protection Plan, Extended Service Contract, Extended Warranty, Customer Service Agreement, Total Maintenance and Repair Agreement or similar agreement, we may cancel such extended warranty agreement on your behalf and receive the refund of the extended warranty agreement fees that we financed but had not received from you as of the date of the Event of Default.

- 13. **Miscellaneous** This Agreement may not be modified, amended, altered or changed except by a written agreement signed by you and us. In the event any provision of this Agreement is found invalid or unenforceable, the remaining provisions will remain in full force and effect. This Agreement, together with exhibits, constitutes the entire agreement between you and us and supersedes all prior and contemporaneous writings, understandings, agreements, solicitations, documents and representations, expressed or implied. Any terms and conditions of any purchase order or other documents submitted by you in connection with this Agreement which are in addition to or inconsistent with the terms and conditions of this Agreement will not be binding on us and will not apply to this Agreement. You agree that we may correct patent errors in this Agreement and fill in blanks including, for example, correcting or filling in serial numbers, VIN numbers, and dates. Any notices required to be given under this Agreement will be given to the parties in writing and by certified mail at the address provided in this Agreement, or to such other addresses as each party may substitute by notice to the other, which notice will be effective upon its receipt.
- 14. **Title; Return of Units** Notwithstanding our designation as "Lessor", we do not own the Units. Legal title to the Units will be in you so long as an Event of Default has not occurred and you have not exercised your right of non-appropriation. If an Event of Default occurs or if you non-appropriate, full and unencumbered title to the Units will pass to us without the necessity of further action by the parties, and you will have no further interest in the Units. If we are entitled to obtain possession of any Units or if you are obligated at any time to return any Units, then (a) title to the Units will vest in us immediately, and (b) you will, at your expense, promptly deliver the Unit to us properly protected and in the condition required by Section 11. You will deliver the Unit, at our option, (i) to the nearest Caterpillar dealer selling equipment of the same type as the Unit; or (ii) on board a carrier named by us and shipping the Unit, freight collect, to a destination designated by us. If the Unit is not in the condition required by Section 11, you must pay us, on demand, all costs and expenses incurred by us to bring the Unit into the required condition. Until the Units are returned as required above, all terms of this Agreement will remain in full force and effect including, without limitation, your obligation to pay Lease Payments and to insure the Units.
- 15. **Other Documents** In connection with the execution of this Agreement, you will cause to be delivered to us (i) either (A) a certified copy of your authorizing resolution substantially in the form attached as Attachment B and a copy of the minutes of the relevant meeting or (B) an opinion of your counsel substantially in the form attached as Attachment C; (ii) a Verification of Insurance substantially in the form attached to this Agreement; (iii) a copy of the signed Form filed with the Internal Revenue Service required in Section 8 above as Attachment D; and (iv) any other documents or items required by us.
- 16. **Applicable Law** This Agreement will be governed by the laws, excluding the laws relating to the choice of law, of the State in which you are located.

SIGNATURES

LESSOR
CATERPILLAR FINANCIAL SERVICES CORPORATION

Signature _____
Name (print) _____
Title _____
Date _____

LESSEE
MORROW COUNTY PUBLIC WORKS

Signature _____
Name (print) _____
Title _____
Date _____



CUSTOMER INFORMATION VERIFICATION
(Required Document)



In our efforts to continue providing timely customer service, we need your assistance confirming the following information. If any information is incorrect or missing, please note the necessary changes below and return this form with your signed documents. In addition, please review the Data Privacy Notice stated below. Thank you in advance for your cooperation.

Purchase Order # for new contract: _____

Current Information on file **Please make corrections here**

Customer Name:	MORROW COUNTY PUBLIC WORKS	_____
Physical Address:	P.O. BOX 428	_____
	LEXINGTON, OR 97839	_____
Mailing Address:	P.O. BOX 428	_____
	LEXINGTON, OR 97839	_____
Equipment Location:	365 WEST HIGHWAY 74	_____
	LEXINGTON, OR 97839, MORROW	_____
Business Phone:	(541)989-9500	_____
E-mail Address:	SPUTMAN@CO.MORROW.OR.US	_____
Accounts Payable Contact Name and Phone:		_____
<u>Tax Information</u>		
Sales Tax Rate:	0	_____
(Please note: Sales Tax Rate, includes all applicable State, County, and City sales tax)		
City Limits	Asset outside the City Limits? Yes ___ No ___	

Tax Exemption Status

Please indicate if you are tax exempt. Exempt* Non-Exempt

***A Tax Exemption Certificate is required for all tax exempt customers. If you are tax exempt - please enclose a current tax exemption certificate to be returned with your documents.**

Electronic Copy Available Upon Funding

If you would like an electronic copy of your contract, please provide a valid email address below (one letter per line).

The information above has been reviewed and is accurate to the best of my knowledge with exception of any corrections as noted.

***Should the above changes apply to ALL of your contracts, OR for this contract ONLY?**

- ALL CONTRACTS
- THIS CONTRACT ONLY

THE ABOVE INFORMATION HAS BEEN REVIEWED AND IS ACCURATE TO THE BEST OF MY KNOWLEDGE WITH EXCEPTION OF ANY CORRECTIONS AS NOTED.

Customer Initials

Data Privacy Notice: *This notice pertains to personal data supplied in connection with your credit application. By providing your information to Caterpillar Inc. or any of its subsidiaries or affiliates, including Caterpillar Financial Services Corporation (collectively "Caterpillar"), you are agreeing that the information may be shared among Caterpillar and its partners and dealers, and used to process your applications for credit and other orders and to improve or market Caterpillar products and services. If you have any questions pertaining to this notice, please contact the Data Privacy Coordinator at 615-341-8222.*





GOVERNMENTAL ENTITY RESOLUTION TO LEASE, PURCHASE AND/OR FINANCE

WHEREAS, the laws of the State of **Oregon** (the "State") authorize **MORROW COUNTY PUBLIC WORKS** (the "Governmental Entity"), a duly organized political subdivision, municipal corporation or similar public entity of the State, to purchase, acquire and lease personal property for the benefit of the Governmental Entity and its inhabitants and to enter into any necessary contracts; and

the Governmental Entity wants to lease, purchase and/or finance equipment ("Equipment") from **Caterpillar Financial Services Corporation** and/or an authorized Caterpillar dealer ("Caterpillar") by entering into that certain Governmental Equipment Lease-Purchase Agreement (the "Agreement") with Caterpillar; and

the form of the Agreement has been presented to the governing body of the Governmental Entity at this meeting.

RESOLVED, that: (i) the Agreement, including all schedules and exhibits attached to the Agreement, is approved in substantially the form presented at the meeting, with any Approved Changes (as defined below), (ii) the Governmental Entity enter into the Agreement with Caterpillar and (iii) the Agreement is adopted as a binding obligation of the Governmental Entity; and

that changes may later be made to the Agreement if the changes are approved by the Governmental Entity's counsel or members of the governing body of the Governmental Entity signing the Agreement (the "Approved Changes") and that the signing of the Agreement and any related documents is conclusive evidence of the approval of the changes; and

that the persons listed below, who are the incumbent officers of the Governmental Entity (the "Authorized Persons");

Name (Print or Type)	Title (Print or Type)
_____	_____
_____	_____
_____	_____

be, and each is, authorized, directed and empowered, on behalf of the Governmental Entity, to (i) sign and deliver to Caterpillar, and its successors and assigns, the Agreement and any related documents, and (ii) take or cause to be taken all actions he/she deems necessary or advisable to acquire the Equipment, including the signing and delivery of the Agreement and related documents; and

that the Secretary/Clerk of the Governmental Entity is authorized to attest to these resolutions and affix the seal of the Governmental Entity to the Agreement, these resolutions, and any related documents; and

that nothing in these resolutions, the Agreement or any other document imposes a pecuniary liability or charge upon the general credit of the Governmental Entity or against its taxing power, except to the extent that the payments payable under the Agreement are special limited obligations of the Governmental Entity as provided in the Agreement; and

that a breach of these resolutions, the Agreement or any related document will not impose any pecuniary liability upon the Governmental Entity or any charge upon its general credit or against its taxing power, except to the extent that the payments payable under the Agreement are special limited obligations of the Governmental Entity as provided in the Agreement; and

that the authority granted by these resolutions will apply equally and with the same effect to the successors in office of the Authorized Persons.

I, _____, _____ of MORROW COUNTY PUBLIC WORKS, certify that the resolutions above are a full, true and correct copy of resolutions of the governing body of the Governmental Entity. I also certify that the resolutions were duly and regularly passed and adopted at a meeting of the governing body of the Governmental Entity. I also certify that such meeting was duly and regularly called and held in all respects as required by law, at the Governmental Entity's office. I also certify that at such meeting, a majority of the governing body of the Governmental Entity was present and voted in favor of these resolutions.

I also certify that these resolutions are still in full force and effect and have not been amended or revoked.

IN WITNESS of these resolutions, the officer named below executes this document on behalf of the Governmental Entity.

Signature: _____
Title: _____
Date: _____





Verification of Insurance

Lessee:

LESSOR (we):

LESSEE (you):

CATERPILLAR FINANCIAL SERVICES CORPORATION
2120 West End Avenue
Nashville, TN 37203-0001

MORROW COUNTY PUBLIC WORKS
P.O. BOX 428
LEXINGTON, OR 97839

Subject: Insurance Coverage Requirements

1. The above-named Lessor and Lessee have entered into Governmental Equipment Lease-Purchase Agreement Transaction Number 3546242 (the "Agreement"). In accordance with the Agreement, Lessee has instructed the insurance agent named below:

Company: _____

Address: _____

Phone No: _____

Agent's Name: _____

to issue:

a. All Risk Physical Damage Insurance on the Equipment (as defined in the Agreement) evidenced by a Certificate of Insurance and Long Form Loss Payable Clause naming the Lessor and/or its Assignee, as loss payee.

The Coverage Required: the aggregate purchase price for the Equipment.

b. Public Liability Insurance evidenced by a Certificate of Insurance, naming the Lessor and/or its Assignee as Additional Insured, with a minimum of \$1,000,000 per occurrence is required.

2. Proof of insurance coverage will be provided to Lessor or its Assignee prior to the time the Equipment is delivered to Lessee.

Model #	Equipment Description	Serial #	VIN #	Value Including Tax
1, 315F	Caterpillar Hydraulic Excavator	TDY10719		\$206,258.38

SIGNATURES

LESSEE

MORROW COUNTY PUBLIC WORKS

Signature _____

Name (print) _____

Title _____

Date _____



Re: Governmental Equipment Lease-Purchase Agreement (Transaction Number 3546242) (the "Lease") Between MORROW COUNTY PUBLIC WORKS("Lessee") and Caterpillar Financial Services Corporation ("Lessor")

Sir/Madam:

I am an attorney for Lessee, and in that capacity I am familiar with the above-referenced transaction, the Lease, and all other documents pertaining to the Lease (the Lease and such other documents pertaining to the Lease being referred to as the "Lease Agreements").

Based on my examination of these and such other documents, records and papers and matters of fact and laws as I deemed to be relevant and necessary as the basis for my opinion set forth below, upon which opinion Lessee and any subsequent assignee of Lessee's interest may rely, it is my opinion that:

- 1. Lessee is a fully constituted political subdivision or agency duly organized and existing under the Constitution and laws of the State of Oregon (the "State"), and is authorized by such Constitution and laws (i) to enter into the transaction contemplated by the Lease Agreements and (ii) to carry out its obligations thereunder.
2. The Lease Agreements (i) have been duly authorized, executed and delivered by Lessee and (ii) constitute valid, legal and binding obligations and agreements of Lessee, enforceable against Lessee in accordance with their terms, assuming due authorization and execution thereof by Lessor.
3. No further approval, license, consent, authorization or withholding of objections is required from any federal, state or local governmental authority with respect to the entering into or performance by Lessee of the Lease Agreements and the transactions contemplated by the Lease Agreements.
4. Lessee has sufficient appropriations or other funds available to pay all amounts due under the Lease Agreements for the current fiscal year.
5. The interest payable to Lessor by Lessee under the Lease Agreements is exempt from federal income taxation pursuant to Section 103 of the Internal Revenue Code of 1986, as amended.
6. The entering into and performance of the Lease Agreements will not (i) conflict with, or constitute a breach or violation of, any judgment, consent decree, order, law, regulation, bond, indenture or lease applicable to Lessee, or (ii) result in any breach of, or constitute a default under, or result in the creation of, any lien, charge, security interest or other encumbrance upon any assets of Lessee or the Units (as defined in the Lease) pursuant to any indenture, mortgage, deed of trust, bank loan, credit agreement or other instrument to which Lessee is a party, or by which it or its assets may be bound.
7. No litigation or proceeding is pending or, to the best of my knowledge, threatened to, or which may, (a) restrain or enjoin the execution, delivery or performance by Lessee of the Lease Agreements, (b) in any way contest the validity of the Lease Agreements, (c) contest or question (i) the creation or existence of Lessee or its governing body or (ii) the authority or ability of Lessee to execute or deliver the Lease Agreements or to comply with or perform its obligations under the Lease Agreements. There is no litigation or proceeding pending or, to the best of my knowledge, threatened that seeks to or could restrain or enjoin Lessee from annually appropriating sufficient funds to pay the Lease Payments (as defined in the Lease) or other amounts contemplated by the Lease Agreements. In addition, I am not aware of any facts or circumstances which would give rise to any litigation or proceeding described in this paragraph.
8. The Units are personal property and, when subjected to use by Lessee, will not be or become fixtures under the laws of the State.
9. The authorization, approval and execution of the Lease Agreements, and all other proceedings related to the transactions contemplated by the Lease Agreements, have been performed in accordance with all applicable open meeting, public records, public bidding and all other applicable laws, rules and regulations of the State.
10. The appropriation of moneys to pay the Lease Payments coming due under the Lease and any other amounts contemplated by the Lease Agreements does not and will not result in the violation of any constitutional, statutory or other limitation relating to the manner, form or amount of indebtedness which may be incurred by Lessee.
11. The Lessor will have a perfected security interest in the Units upon the filing of an executed UCC-1 or other financing statement at the time of acceptance of the Units with the Secretary of State for the State.

SIGNATURE

Name (PRINT): _____

Date: _____

Signature: _____

Address: _____

Title: _____





CATERPILLAR INSURANCE COMPANY (CIC) SELECTION FORM

Before financing your equipment, you must arrange physical damage insurance on the equipment identified below. The insurance may be provided through an insurance agent or insurance company of your choice, provided the insurance company satisfies minimum financial requirements.

As an alternative to obtaining your own insurance, you may elect to have your equipment insured under coverage arranged by Caterpillar Insurance Services Corporation, that has been designed specifically for the purchasers of Cat® equipment.

Please complete this form if you elect to insure your equipment with Caterpillar Insurance Company (CIC).

CIC Physical Damage Insurance Policy Summary

Please note: This is only a brief description of the CIC Physical Damage Insurance Program. Contractual provisions contained in the policy will govern.

Coverage

CIC Physical Damage Insurance protects your equipment against physical damage losses, including collision, fire, theft, vandalism, upset or overturn, floods, sinking, earthquakes and other unfortunate acts of nature. The protection has been designed for owners of heavy equipment and provides superior benefits you most likely would not find in other plans.

The CIC Physical Damage Insurance does include normal exclusions. Some important exclusions are wear and tear, rust, loss of income, war, nuclear damage, and mechanical breakdown, automobiles, watercraft, waterborne shipments, tires or tubes or mobile track belts damaged by blow-out, puncture, and road damage.

Repairs

When a covered loss occurs, this plan will pay for Cat® replacement parts on all your new or used Caterpillar equipment. On all equipment from other manufacturers, the plan will pay for comparable replacement parts.

Transportation

Your CIC plan will pay for round-trip transportation of covered damaged equipment to and from your Cat dealer's repair facility, up to \$2,500 limit.

Rental Reimbursement

The plan allows for rental costs up to \$2,500 that you incur to rent similar equipment following a covered loss. You are automatically protected with up to \$100,000 of coverage for damage to the similar equipment you rent.

Claims

In the event of a total loss, the policy will pay the greatest of the following:

- The payoff value of the loan on the damaged parts or equipment as of the date of loss or
- The actual cash value of that covered property; or
- The cost of replacing that property with property of like kind and quality

The policy will pay 10% of scheduled loss, up to a \$10,000 maximum for debris removal.

The policy will pay fire department service fees up to \$5,000.

Deductible

\$1,000 Construction and Agricultural Equipment Deductibles:
\$5,000 deductible all logging Equipment

Customer Service

If you have any questions or need additional details, see your Authorized Cat Dealer or call CIC toll free at **1-800-248-4228**. You may also e-mail CIC at physicaldamage@cat.com

POLICYHOLDER DISCLOSURE

NOTICE OF TERRORISM RISK INSURANCE ACT OF 2002

(as extended by the Terrorism Risk Insurance Extension Act of 2005, and as amended in 2007)

You are hereby notified that under the Terrorism Risk Insurance Act, as amended in 2007, the definition of act of terrorism has changed. As defined in Section 102(1) of the Act: The term "act of terrorism" means any act that is certified by the Secretary of the Treasury - in concurrence with the Secretary of State, and the Attorney General of the United States - to be an act of terrorism; to be a violent act or an act that is dangerous to human life, property, or infrastructure; to have resulted in damage within the United States, or outside the United States in the case of certain air carriers or vessels or the premises of a United States mission; and to have been committed by an individual or individuals as part of an effort to coerce the civilian population of the United States or to influence the policy or affect the conduct of the United States Government by coercion.

Under your coverage, any losses resulting from certified acts of terrorism may be partially reimbursed by the United States Government under a formula established by the Terrorism Risk Insurance Act, as amended in 2007. However, your policy may contain other exclusions, which might affect your coverage, such as an exclusion for nuclear events. Under the formula, the United States Government generally reimburses 85% of covered terrorism losses exceeding the statutorily established deductible paid by the insurance company providing the coverage. The Terrorism Risk Insurance Act, as amended, contains a \$100 billion cap that limits U.S. Government reimbursement as well as insurers' liability for losses resulting from certified acts of terrorism when the amount of such losses exceeds \$100 billion in any one calendar year. If the aggregate insured losses for all insurers exceed \$100 billion, your coverage may be reduced. The portion of your premium that is attributable to coverage for terrorist acts certified under the Act is: \$0.00



APPLICATION FOR CIC PHYSICAL DAMAGE INSURANCE

Model #	Equipment Description	Serial #	VIN	Value Including Total Tax	Pymt Method-3 Total Premium	Pymt Method-1 Finance Pymt
1. 315F	Caterpillar Hydraulic Excavator	TDY10719		\$206,258.38	\$11,635.00	\$2,642.78

Marsha Blaisdell

Marsha Blaisdell, Authorized Insurance Producer

Arranged by Caterpillar Insurance Services Corporation

I understand that the total insurance premium for 60 months will be \$11,635.00, which is \$2,327.00 per year based upon the total equipment value of \$206,258.38.

- Method 1 I will finance the insurance premium, including finance charges, of \$2,642.78 per scheduled equipment payment. The finance charge is calculated at **5.05%** per annum on the total insurance premium covering the full term of the finance agreement. By choosing Method 1 and signing this document you are agreeing to finance the insurance along with the equipment payments with Caterpillar Financial Services Corporation.
- Method 2 I desire coverage for an initial 12 month term. I will pay the \$2,327.00 premium and return the payment with the signed equipment documents. Please make check payable to CIC.
- Method 3 I will pay the total premium and return the payment with the signed equipment documents. Please make check payable to CIC.
- Method 4 I decline Caterpillar Insurance. I elect to obtain my own commercial insurance on the equipment shown from an agent or insurance company of my choice.

I understand that the quote I receive is not a binder of insurance. If I elect to obtain coverage from CIC, coverage will be effective in accordance with the terms and conditions of the issued Policy and that I may terminate the coverage at any time with advance written notice.

I acknowledge that I have been notified that, under the TERRORISM RISK INSURANCE ACT of 2002 (as extended by the Terrorism Risk Insurance Extension Act of 2005), any losses caused by certified acts of terrorism under my policy will result in coverage under my policy that will be partially reimbursed by the United States as outlined in the attached policyholder disclosure notification.

I also acknowledge I have been advised that, if I accept this insurance, an appointed licensed insurance producer will receive commission compensation.

Customer Name: MORROW COUNTY PUBLIC WORKS

Dealer Name: WESTERN STATES EQUIPMENT CO.

Please note: If you would like a no obligation quote on your additional equipment, call 1-800-248-4228 extension 5754.

Accepted By: _____

Name (PRINT): _____

Title: _____

Date: _____



Fraud Warning:

Applicable in AL, AR, DC, LA, MD, NM, RI and WV: Any person who knowingly (or willfully)* presents a false or fraudulent claim for payment of a loss or benefit or knowingly (or willfully)* presents false information in an application for insurance is guilty of a crime and may be subject to fines and confinement in prison. *Applies in MD Only.

Applicable in CO: It is unlawful to knowingly provide false, incomplete, or misleading facts or information to an insurance company for the purpose of defrauding or attempting to defraud the company. Penalties may include imprisonment, fines, denial of insurance and civil damages. Any insurance company or agent of an insurance company who knowingly provides false, incomplete, or misleading facts or information to a policyholder or claimant for the purpose of defrauding or attempting to defraud the policyholder or claimant with regard to a settlement or award payable from insurance proceeds shall be reported to the Colorado Division of Insurance within the Department of Regulatory Agencies.

Applicable in FL and OK: Any person who knowingly and with intent to injure, defraud, or deceive any insurer files a statement of claim or an application containing any false, incomplete, or misleading information is guilty of a felony (of the third degree)* *Applies in FL Only

Applicable in KS: Any person who, knowingly and with intent to defraud, presents, causes to be presented or prepares with knowledge or belief that it will be presented to or by an insurer, purported insurer, broker or any agent thereof, any written statement as part of, or in support of, an application for the issuance of, or the rating of an insurance policy for personal or commercial insurance, or a claim for payment or other benefit pursuant to an insurance policy for commercial or personal insurance which such person knows to contain materially false information concerning any fact material thereto; or conceals, for the purpose of misleading, information concerning any fact material thereto commits a fraudulent insurance act.

Applicable in KY, NY, OH and PA: Any person who knowingly and with intent to defraud any insurance company or other person files an application for insurance or statement of claim containing any materially false information or conceals for the purpose of misleading, information concerning any fact material thereto commits a fraudulent insurance act, which is a crime and subjects such person to criminal and civil penalties (not to exceed five thousand dollars and the stated value of the claim for each such violation)*. *Applies in NY Only.

Applicable in ME, TN, VA and WA: It is a crime to knowingly provide false, incomplete or misleading information to an insurance company for the purpose of defrauding the company. Penalties (may)* include imprisonment, fines and denial of insurance benefits. *Applies in ME Only.

Applicable in NJ: Any person who includes any false or misleading information on an application for an insurance policy is subject to criminal and civil penalties.

Applicable in OR: Any person who knowingly and with intent to defraud or solicit another to defraud the insurer by submitting an application containing a false statement as to any material fact may be violating state law.

Applicable in PR: Any person who knowingly and with the intention of defrauding presents false information in an insurance application, or presents, helps, or causes the presentation of a fraudulent claim for the payment of a loss or any other benefit, or presents more than one claim for the same damage or loss, shall incur a felony and, upon conviction, shall be sanctioned for each violation by a fine of not less than five thousand dollars (\$5,000) and not more than ten thousand dollars (\$10,000), or a fixed term of imprisonment for three (3) years, or both penalties. Should aggravating circumstances [be] present, the penalty thus established may be increased to a maximum of five (5) years, if extenuating circumstances are present, it may be reduced to a minimum of two (2) years.



Caterpillar Financial Services Corporation

INVOICE

Page	Date	Invoice No.
1	08/15/2018	LSAP-516021486-1

MORROW COUNTY PUBLIC WORKS
P.O. BOX 428
LEXINGTON, OR 97839

Description	Serial	VIN	Due Date	Pmt. No.	Amount
(1) 315F Caterpillar Hydraulic Excavator	TDY10719		Upon Receipt	1	\$45,478.88
Sales and Use Tax					\$0.00
Document Fee					\$0.00
Filing Fee					\$0.00
Stamp Fee					\$0.00
Other Fees					\$0.00
Freight Fee					\$0.00

WITHOUT THE APPROPRIATE TAX EXEMPTION CERTIFICATE, APPLICABLE SALES AND/OR USE TAX WILL BE CHARGED.

PLEASE PAY THIS AMOUNT \$ \$45,478.88

Invoice No.	Total Enclosed
LSAP-516021486-1	\$

MORROW COUNTY PUBLIC WORKS
P.O. BOX 428
LEXINGTON, OR 97839

Remit To: Caterpillar Financial Services Corporation
5th Floor Document Services
Doc Specialist: WESTERN STATES EQUIPMENT CO.
2120 West End Ave.
Nashville, TN 37203

RETURN INVOICE AND CHECK FOR SPECIFIED PAYMENT(S) WITH SIGNED DOCUMENTS.

Your check will be cashed by Caterpillar Financial Services Corporation (CFSC) upon receipt, but that act will not constitute acceptance by CFSC of the Loan, Lease or Schedule. If CFSC accepts and executes the Loan, Lease or Schedule, the proceeds of this check will be applied to the specified payments. If CFSC does not accept the Loan, Lease or Schedule, CFSC will return an amount equal to this check.



Meeting Minutes

WESTERN STATES EQUIPMENT CO.
500 E. OVERLAND ROAD
P.O. BOX 38
BOISE ID 83707-0038

Reference:

MORROW COUNTY PUBLIC WORKS

We are requesting a copy of the minutes of the appropriation meeting during which the funds for this deal were allocated.

A copy of this information is necessary to complete the documentation package and to fund the deal. Your ability to return a complete package will ensure timely payment to you.

Thank you for your assistance.

CATERPILLAR FINANCIAL SERVICES CORPORATION
DOCUMENTATION DEPARTMENT



**Purchase Agreement
Transaction Number 3546242**



This Purchase Agreement is between **WESTERN STATES EQUIPMENT CO.** ("Vendor") and **Caterpillar Financial Services Corporation** ("Cat Financial"). Vendor agrees to sell to Cat Financial and Cat Financial agrees to buy from Vendor the equipment described below (the "Unit(s)"), subject to the terms and conditions set forth below and on the reverse side hereof.

<u>Description of Unit(s)</u>	<u>Serial#</u>	<u>VIN #</u>	<u>Freight</u>	<u>Total Price</u>
(1) 315F New Caterpillar Hydraulic Excavator	TDY10719		\$0.00	\$206,258.38

Lessee:
MORROW COUNTY PUBLIC WORKS
P.O. BOX 428
LEXINGTON OR 97839

Subtotal	\$206,258.38
Federal Excise Tax	0.00
Other Tax	0.00
Total Purchase Price	\$206,258.38
Unit(s) Delivery Point:	
365 WEST HIGHWAY 74	
LEXINGTON, OR 97839, MORROW	

See next page for additional terms and conditions.

SIGNATURES

CATERPILLAR FINANCIAL SERVICES CORPORATION

WESTERN STATES EQUIPMENT CO.

Signature _____
Name(Print) _____
Title _____
Date _____

Signature _____
Name(Print) _____
Title _____
Date _____



Additional Terms and Conditions
Transaction Number 3546242

1. The lessee named on the front hereof (the "Lessee") has selected the Unit(s), instructed Cat Financial to purchase the Unit(s) from Vendor, and agreed to lease the Unit(s) from Cat Financial.
2. Cat Financial (or its assignee) will have no obligation hereunder (and any sums previously paid by Cat Financial to Vendor with respect to the Unit(s) shall be promptly refunded to Cat Financial) unless (a) all of the conditions set forth in Section 1.3 (if a master lease agreement) or Section 1 (if a non master lease agreement) of the lease with the Lessee covering the Unit(s) have been timely fulfilled and (b) the Lessee has not communicated to Cat Financial (or its assignee), prior to "Delivery" (as hereinafter defined) of the Unit(s), an intent not to lease the Unit(s) from Cat Financial. All conditions specified in this paragraph shall be deemed timely fulfilled unless prior to Delivery of the Unit(s), Cat Financial (or its assignee) shall notify Vendor to the contrary in writing, which shall include fax or email. "Delivery" shall mean the later of the time (a) Cat Financial executes this Purchase Agreement or (b) the Lessee or its agent takes control and/or physical possession of the Unit(s).
3. Upon timely satisfaction of the conditions specified in Paragraph 2 above, ownership, title and risk of loss to the Unit(s) shall transfer to Cat Financial (or its assignee) upon Delivery of the Unit(s).
4. Vendor warrants that (a) upon Delivery of the Unit(s), Cat Financial (or its assignee) will be the owner of and have absolute title to the Unit(s) free and clear of all claims, liens, security interests and encumbrances and the description of the Unit(s) set forth herein is correct and (b) the Unit Transaction Price set forth on the front hereof for each unit of Unit(s) leased under a lease is equal to such Unit(s)'s fair market value.
5. Vendor shall forever warrant and defend the sale of the Unit(s) to Cat Financial (or its assignee), its successors and assigns, against any person claiming an interest in the Unit(s).
6. Provided that no event of default exists under any agreement between Lessee and Cat Financial and upon timely satisfaction of the conditions specified in Paragraph 2 above, and unless otherwise agreed to in this Purchase Agreement, Cat Financial (or its assignee) shall pay Vendor the total Purchase Price set forth on the front hereof for the Unit(s) within three business days following (a) the receipt and approval by Cat Financial of all documentation deemed necessary by Cat Financial in connection with the lease transaction and (b) all credit conditions have been satisfied.
7. Vendor shall deliver the Unit(s) to the Lessee at the delivery point set forth on the front hereof.
8. This Purchase Agreement may be assigned by Cat Financial to a third party. Vendor hereby consents to any such assignment.
9. This Purchase Agreement shall become effective only upon execution by Cat Financial.

ROAD REPORT AUGUST 2018

SUMMER PAVING: Paving is the main priority this month. We have patched areas on Columbia, Depot, Kunze, and Alpine. Shoulder rock has been completed on all paving projects up to date. We have been preparing city streets to be paved in Lexington and Lone. We will continue with paver patching on Lone-Gooseberry and Willow Creek road. We are working with the City of Heppner to do a Small City Allotment project in Heppner early in September.

LEXINGTON SAND SHED: As time allows, crew members have been installing drainage and back filling around the new building at the Lexington yard.

GRAVEL ROAD REPAIR: Crew members continue to repair blown out spots on our gravel roads.

BASELINE ROAD REPAIR: Crew members made some emergency road repair where significant damage had been made. We will have to return to make a final patch when weather cools off a bit. This section of road had just been paved therefore some time needs to pass to prevent marking up the pavement with our paving equipment.

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

234/234A G - Pub. Ac. Garrison Lane

Humberto Sanchez Mendoza Approach

07/30/2018 08/01/2018



LET'S TALK!

CALL FOR PARTICIPATION:

VISIONING OREGON'S STATE SPATIAL DATA INFRASTRUCTURE

More than 80 percent of the information collected and managed by government is geographic. It's information about a location, or an event at a location. It's vital to know where we are and what's around us. Public bodies and other organizations in Oregon depend on maps and geographic information to support day-to-day operations. This information supports good decision-making, and planning.

There is a critical need to coordinate, develop and maintain geographic information and the computer systems that manage it. Oregon needs to achieve widespread consensus on a vision for managing and sharing locational data. Much of this data was originally created for specific business purposes, but is needed to solve multiple problems and provide consistent government services statewide.

Join us for a facilitated interactive learning experience in which the participants will be encouraged to identify barriers to data sharing which continue to exist. Participants will also be asked to identify possible solutions to the barriers, including collaborative actions that might guide subsequent activities.

REGIONAL MEETINGS:

- Aug 24th La Grande** Assessor's Office, 1001 4th St., Misner Conf. Room
(Two hour sessions at 10:00 am and 2:00 pm)
- Aug 31st Medford** County Courthouse, 10 S. Oakdale Ave, Room 310
(Two hour sessions at 10:00 am and 2:00 pm)
- Sept 14th Bend** City Hall, Council Chambers, 710 NW Wall St, 1st Fl.
(Two hour sessions at 10:00 am and 2:00 pm)
- Sept 21st Portland** Metro, 600 NE Grand, Room 370A/B
(Two hour sessions at 10:00 am and 2:00 pm)
- Sept 28th Charleston** Symposium by the Sea, South Slough Visitors Ctr
(One hour session at 1:00pm) *61907 Seven Devils Rd, Coos Bay*
- Oct 15th Salem** Chemeketa Business Center, 626 High St NE
(One hour session at 1:00 pm)

More information on GIS activities and coordination in Oregon is available online: <http://gis.oregon.gov>

Questions? Contact: Cy Smith (503) 378-6066, cy.smith@oregon.gov

Theresa Burcsu (503) 378-3157, theresa.burcsu@oregon.gov



MORROW COUNTY DISTRICT ATTORNEY

P.O. Box 664, Heppner, Oregon 97836
Telephone: (541) 676-5626
Facsimile: (541) 676-5660

Justin Nelson: District Attorney
Richard Tovey: Deputy District Attorney
Cynthia M. Greenup: Office Manager
Deona Siex: Victim Assistance Director
Debbie Peck: Support Enforcement

FOR IMMEDIATE RELEASE

August 16, 2018

CONTACT

Justin Nelson- Morrow County District Attorney
jnelson@co.morrow.or.us
(541) 676-5626

Morrow County District Attorney Victim Assistance Director Deona Siex Receives 2018 Oregon District Attorney Association Excellence in Victim Advocacy Award

During the 2018 Oregon District Attorney Association Summer Conference on August 16, 2018, in Bend, Oregon, Morrow County District Attorney Victim Assistance Director Deona Siex (*pronounced SIX*) received the 2018 Oregon District Attorney Association Excellence in Victim Advocacy Award. The award is given annually to one victim advocate/director within an Oregon District Attorney office who has demonstrated and provided exceptional support and service on behalf of crime victims which demonstrate the individual's sustained service and exceptional advocacy on behalf of crime victims.

While presenting Ms. Siex with the award, Morrow County District Attorney Justin Nelson praised her advocacy for victims of crime in Morrow County. District Attorney Nelson recalled Ms. Siex's willingness to meet face to face with victims throughout Morrow and Umatilla counties, answering calls at all hours of the day or night, and meeting victims at hospitals when requested by law enforcement.

When nominating Deona Siex for the award, District Attorney Nelson shared a recent compliment that Ms. Siex received from a victim in a felony domestic violence case:

"Without Deona my daughter and I would not have been able to face the tragedy we faced! We were not alone! She was kind, caring, understanding, very knowledgeable, and always gave me updated info promptly. She explained every step and made sure my daughter and I understood and were comfortable with any and all decisions made on the case."

Justin Nelson, Morrow County District Attorney:

"Morrow County is lucky to have Deona Siex as our Victim Assistance Director. Deona takes the time to work with our victims on a one-on-one basis to inform the victims of what is occurring in court and help the victims in any way she can. Many of our cases would not have been resolved without the tireless work of Deona."



Oregon District Attorneys Association, Inc.

2018 ODAA Excellence in Victim Advocacy Award

DESCRIPTION: This award is designed to recognize a victim advocate who represents outstanding, selfless and sustained service to crime victims.

NOMINATION CRITERIA: This award will be given annually at the ODAA Summer Conference to one victim advocate/director within an Oregon DA's office who has demonstrated and provided exceptional support and service on behalf of crime victims. This award could be given for one specific act or for a series of outstanding accomplishments in the past fiscal year which demonstrate the individual's sustained service and exceptional advocacy on behalf of crime victims. **Nominations should be submitted by the Elected District Attorney or their designee. One nomination per office please.**

To nominate a victim advocate/director for this award, please submit the following:

*****Please Note: Incomplete submissions will not be considered.*****

- 1) **Attached Nomination Form.** Please be sure to fill out completely. The signature of the elected DA is required if the nominator is not the DA.
- 2) **Written justification** as it relates to the criteria at the top of this page. Please provide an explanation of the nominee's specific work-related accomplishments in the preceding fiscal year, including how the nominee's advocacy was outstanding and exceptional. This justification should be **no longer than 750 words.**
- 3) A brief summary of the nominee's accomplishments. This summary will be printed and distributed at the ODAA Summer Conference.
- 4) **A recent head-shot photo** of the nominated support staff.

Please return your nomination to the ODAA Coordinator by **5:00pm on June 29, 2017.**
All forms can be emailed to: Michelle.n.long@doj.state.or.us



Oregon District Attorneys Association, Inc.

Nomination Form

2018 ODAA Excellence in Victim Advocacy Award

I nominate the following individual for the ODAA Victim Advocate of the year award:

Nominee Information

Name of Nominee: Deona Siex

Title of Nominee: Morrow County Victim Assistant

County: Morrow

Telephone: (541) 676-5626

Work Address: 100 S. Court St., Heppner, OR 97836

Email Address: dsiex@co.morrow.or.us

Length of time working with the office: 2010

Nominated By

Nominator's Name: Justin Nelson

Title of Nominator: Morrow County District Attorney

County: Morrow

Telephone: (541) 676-5627

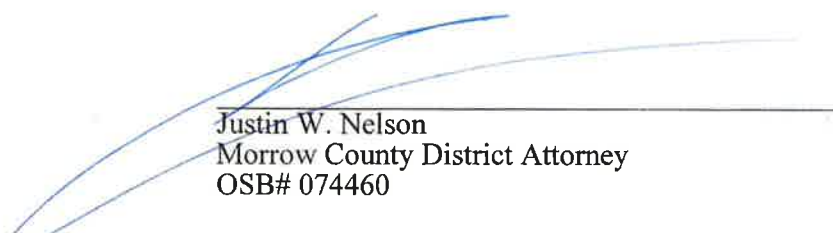
Work Address: 100 S. Court St., Heppner, OR 97836

Email Address: jnelson@co.morrow.or.us

Nominator's Signature:

District Attorney's Signature:

Date: July 6, 2018


Justin W. Nelson
Morrow County District Attorney
OSB# 074460

EXPLANATION FOR NOMINATION:

It takes a special person to be the sole victim support in a rural county. In Morrow County that includes reaching out to all victims in our cases, meeting with those individuals not just in Morrow County, but also meeting with victims who may live in other counties. The victim assistant also needs to write grants to fund his or her own job, and submit constant grant reports to keep that funding coming.

Morrow County has been blessed to have Deona Siex as our victim advocate:

- Deona takes whatever time is needed to speak with the victims in each case. Deona's has always preferred the one-on-one approach of working with victims- either meeting in person or via phone vs. just sending letters of the court status. Deona will attend court so she will know exactly what is occurring in each case and can relay that information to the victims in a case.
- Help individuals with restraining order. In Morrow County law enforcement and the courts are all aware that if a individual needs a place to fill out a restraining order and/or need support during the hearing, that Deona is the person they should go to in Morrow County. She will watch the kids while a parent fills out the restraining order, she will sit in court and be present as a support person for those individuals.
- Meet with victims throughout the county and adjacent counties. Morrow County is a rural county, and many of our victims live 45 minutes away in the North end of the County. We also have many victims who may live in Umatilla County. Deona will drive to whatever location is easier to meet with victims.
- Deona also is always available on-call, and has been called out to hospitals in the middle of the night to meet with victims or to try and find resources for victims (housing, clothing, food, etc.).
- Deona is well connected to the community. Deona seems to know every family in the area. She will come to my office and fill me in on the history of the defendant or victim, family dynamics, etc.
- Funny trait- Deona is always listening to the police scanner. It does not matter what day/time it is. Almost all of the time I will receive a call or text from Deona regarding a possible serious crime before I ever hear from law enforcement.