

MORROW COUNTY BOARD OF COMMISSIONERS MEETING AGENDA

Wednesday, September 12, 2018 at 9:00 a.m.

Irrigon Branch of the Oregon Trail Library District, Community Room
490 N.E. Main Ave., Irrigon, Oregon

1. **Call to Order and Pledge of Allegiance - 9:00 a.m.**
2. **City/Citizen Comments:** Individuals may address the Board on topics not on the agenda
3. **Open Agenda:** The Board may introduce subjects not on the agenda
4. **Consent Calendar**
 - a. Approve Claims: Accounts Payable dated September 13th; September Retirement Taxes dated September 12th in the amount of \$19,042.41; Payroll Payables, Monthlies dated August 31st in the amount of \$178,866.08
 - b. Request to Issue Bank Credit Card to Human Resources Director
 - c. Granite Construction Contract, Ione-Boardman Road Project
 - d. Order No. OR-2018-14: In the Matter of Distributing Proceeds Held by the County Treasurer from the Sale of Tax Foreclosed Lands
5. **Business Items**
 - a. Purchase Pre-Authorization Request, Community Corrections Vehicle, \$28,897.77 (Undersheriff John Bowles)
 - b. Griffin Subdivision Plat (Stephanie Case, Planner I)
6. **Department Reports**
 - a. Planning Department Monthly Report (Carla McLane, Planning Director; Stephen Wrecsics, GIS Planning Tech)
7. **Correspondence**
8. **Commissioner Reports**
9. **Signing of documents**
10. **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, County Administrator at (541) 676-2529.



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

(For BOC Use)
Item #

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

Staff Contact: Kate Knop

Phone Number (Ext): 5302

Department: Finance

Requested Agenda Date: 9/12/18

Short Title of Agenda Item: Request to issue bank credit card to Human Resource Director
(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: 10 mins
Purchase Pre-Authorization
Other

N/A

Purchase Pre-Authorizations, Contracts & Agreements

Contractor/Entity:

Contractor/Entity Address:

Effective Dates - From:

Through:

Total Contract Amount:

Budget Line:

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

Reviewed By:

Department Head Required for all BOC meetings
Admin. Officer/BOC Office Required for all BOC meetings
County Counsel *Required for all legal documents
Kate Knop 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):

The Human Resource Director has previously been issued a Bank of Eastern Oregon credit card with a limit of \$3,000. The limit is equivalent to those of the Board of Commissioners. The card has historically been used for recruiting advertisements, conference registration, gas, meals outside of the county, and other incidentals. It could also be used in case of an emergency.

The retired Human Resource Director's card has been canceled with intent to re-issue to the new Human Resource Director, Karmen Carlson.

2. FISCAL IMPACT:

County credit issued to Human Resource Director with a limit up to \$3,000.

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

Motion to approve the re-issuance of the Bank of Eastern Oregon credit card to the Human Resource Director with a credit limit of \$3,000.

Attach additional background documentation as needed.



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

(For BOC Use)
Item #

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

Staff Contact: Matt Scrivner
Department: Morrow County Road Dept
Short Title of Agenda Item: (No acronyms please)

Phone Number (Ext): 541-989-9500
Requested Agenda Date: 09-12-2018

Contract signing for lone-Boardman Paving project

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

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

N/A Purchase Pre-Authorizations, Contracts & Agreements

Contractor/Entity: **Granite NW**
Contractor/Entity Address: **80 Pond Rd. Yakima, WA**
Effective Dates – From: **09-12-2018** Through: **10-12-2018**
Total Contract Amount: **\$486,698.00** Budget Line: **202-220-5-20-3440**
Does the contract amount exceed \$5,000? Yes No

Reviewed By:

 9-6-18 Department Head Required for all BOC meetings
DATE

 9/10/18 Admin. Officer/BOC Office Required for all BOC meetings
DATE

Please see attached County Counsel *Required for all legal documents
DATE

 9/10/18 Finance Office *Required for all contracts; other items as appropriate.
DATE

Human Resources *If appropriate
DATE

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

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

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

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

MCPW advertised paving of the lone-Boardman road, which will be 14,100 tons hauled, placed and finished. The award had gone to Granite Construction, Award of the bid took place 09-05-2018 in the amount of \$486,698.00. Right now we present the contract to do the project.

2. FISCAL IMPACT:

See above

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

Motion to sign the Contract for the lone-Boardman road paving project with Morrow County and Granite Construction company in the amount of \$486,698.00 Work to begin as soon as the end of the Month.

Attach additional background documentation as needed.

Roberta Lutcher

From: Richard Tovey
Sent: Tuesday, September 04, 2018 1:45 PM
To: Sandra Pointer
Subject: RE: 2018 IONE-BOARDMAN PAVING PROJECT CONSTRUCTION CONTRACT-Sp....pdf

That sounds good. I have no issues with the form or content of the contract and it is good to go to the Board of Commissioners for a decision.

Thanks-

Richard S. Tovey
Deputy District Attorney/ County Counsel Morrow County District Attorney's Office P.O. Box
664 Heppner, OR 97836
(541) 676-5626

-----Original Message-----

From: Sandra Pointer
Sent: Tuesday, September 04, 2018 1:44 PM
To: Richard Tovey <rtovey@co.morrow.or.us>
Subject: RE: 2018 IONE-BOARDMAN PAVING PROJECT CONSTRUCTION
CONTRACT-Sp....pdf

Yes, Contractor will have that ALL completed I should be receiving it any day now. I will presenting that with its entire contents to the BOC for their signature.

-----Original Message-----

From: Richard Tovey
Sent: Tuesday, September 04, 2018 1:31 PM
To: Sandra Pointer <spointer@co.morrow.or.us>
Subject: RE: 2018 IONE-BOARDMAN PAVING PROJECT CONSTRUCTION
CONTRACT-Sp....pdf

Sandi-

I guess I am still not sure what is going to be presented to the commissioners. This contract has multiple pages that need signatures or information filled in about the contractor. Will that be filled in prior to the contract or are you expecting the commissioners to sign their portion and then fill it in later?

Thanks-

Rich

-----Original Message-----

From: Sandra Pointer

Sent: Tuesday, September 04, 2018 1:25 PM

To: Richard Tovey <rtovey@co.morrow.or.us>

Subject: FW: 2018 IONE-BOARDMAN PAVING PROJECT CONSTRUCTION CONTRACT-Sp....pdf

I would believe with the agenda cover sheet I would need you're Okay via Email if this is acceptable to you.

Morrow County Public Works

Sandi Pointer

Management Assistant

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

Lexington, OR. 97839

541-240-1761 Cell Phone

541-989-8166 Office

541-989-8352 Fax

spointer@co.morrow.or.us

Road,Airport,Waste Management,Parks and General Maintenance

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

-----Original Message-----

From: Sandra Pointer [mailto:spointer@co.morrow.or.us]

Sent: Wednesday, August 29, 2018 10:02 AM

To: Richard Tovey <rtovey@co.morrow.or.us>

Subject: 2018 IONE-BOARDMAN PAVING PROJECT CONSTRUCTION CONTRACT-Sp....pdf

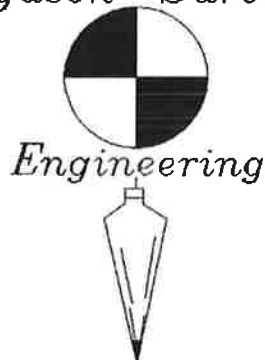
The fixed contract.

SECTION III

CONTRACT

MORROW COUNTY
2018 IONE – BOARDMAN PAVING PROJECT
MORROW COUNTY PUBLIC WORKS DEPARTMENT
MORROW COUNTY, OREGON
August, 2018

Ferguson Surveying



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



**CONTRACT
FOR
MORROW COUNTY
2018 IONE – BOARDMAN PAVING PROJECT
MORROW COUNTY PUBLIC WORKS DEPARTMENT
MORROW COUNTY, OREGON
August, 2018**

THIS CONTRACT, made and entered into in duplicate, this _____ day of _____, 2018 by and between MORROW COUNTY, by and through THE MORROW COUNTY PUBLIC WORKS DEPARTMENT, hereinafter called "Agency" and GRANITE CONSTRUCTION COMPANY, 81500 Lind Road, Hermiston, OR 97838, hereinafter called "Contractor".



WITNESSETH:

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

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

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

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

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

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

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

The provisions contained in these Contract Documents relating to prevailing wage rates are made a part of this Contract as completely as if the same were fully set forth herein. It is agreed the time limit for substantial completion of the Contract, is on or before October 19, 2018.

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

MORROW COUNTY

By: _____
Don Russell, Chair
Morrow County Board of Commissioners

By: _____
Jim Doherty, Vice-Chair
Morrow County Board of Commissioners

By: _____
Melissa Lindsay, Commissioner
Morrow County Board of Commissioners

CONTRACTOR Granite Construction Company

By: _____
Kenneth B. Olson

Title: Vice President



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

**CONSTRUCTION PERFORMANCE BOND
FOR
MORROW COUNTY
2018 IONE – BOARDMAN PAVING PROJECT
MORROW COUNTY PUBLIC WORKS DEPARTMENT**

KNOW ALL MEN BY THESE PRESENTS: That we Granite Construction Company, herein after called the **PRINCIPAL**, and Travelers Casualty and Surety Company of America as surety, are jointly and severally held and bound unto **MORROW COUNTY** by and through the **MORROW COUNTY PUBLIC WORKS DEPARTMENT** for the sum of Four Hundred Eighty Six Thousand Six Hundred Ninety Eight 00/100 Dollars (\$ 486,698.00) for the payment of which we jointly and severally bind ourselves, our heirs, executors, administrators and assigns or successors and assigns, firmly by these present.

THE CONDITION OF THIS BOND IS SUCH

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

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

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

Witness our hands this 6th day of September, 2018

Principal Granite Construction Company

By [Signature]
Authorized Official Signature Jigisha Desai, Senior Vice President

By [Signature]
Authorized Official Signature Kenneth B. Olson, Vice President

Principal N/A

By N/A
Authorized Official Signature

By N/A
Authorized Official Signature

Travelers Casualty and Surety Company of America
Surety

By [Signature]
Attorney in Fact Isabel Barron
(A Power of Attorney for the Attorney in Fact must be attached to this bond)
Alliant Insurance Services

By [Signature]
Agent John D. Gilliland



A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

ACKNOWLEDGMENT

State of California
County of Santa Cruz)

On September 6, 2018 before me, Mariella Flores, Notary Public
(insert name and title of the officer)

personally appeared Isabel Barron
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature  (Seal)
Mariella Flores, Notary Public



CONSTRUCTION PAYMENT BOND
FOR
MORROW COUNTY
2018 IONE – BOARDMAN PAVING PROJECT
MORROW COUNTY PUBLIC WORKS DEPARTMENT

KNOW ALL MEN BY THESE PRESENTS: That we Granite Construction Company, herein after called the **PRINCIPAL**, and Travelers Casualty and Surety Company of America as surety, are jointly and severally held and bound unto **MORROW COUNTY** by and through the **MORROW COUNTY PUBLIC WORKS DEPARTMENT** for the sum of Four Hundred Eighty Six Thousand Six Hundred Ninety Eight 00/100 Dollars (\$ 486,698.00) for the payment of which we jointly and severally bind ourselves, our heirs, executors, administrators and assigns or successors and assigns, firmly by these present.

THE CONDITION OF THIS BOND IS SUCH

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

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

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

Witness our hands this 6th day of September, 2018

Principal Granite Construction Company

By Jigisha Desai
Authorized Official Signature Jigisha Desai, Senior Vice President

By Kenneth B. Olson
Authorized Official Signature Kenneth B. Olson, Vice President

Principal N/A

By N/A
Authorized Official Signature

By N/A
Authorized Official Signature

Travelers Casualty and Surety Company of America
Surety

By Isabel Barron
Attorney in Fact Isabel Barron
(A Power of Attorney for the Attorney in Fact must be attached to this bond)
Alliant Insurance Services

By John D. Gilliland
Agent John D. Gilliland



A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

ACKNOWLEDGMENT

State of California
County of Santa Cruz

On September 6, 2018 before me, Mariella Flores, Notary Public
(insert name and title of the officer)

personally appeared Isabel Barron
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature  (Seal)
Mariella Flores, Notary Public





POWER OF ATTORNEY

**Travelers Casualty and Surety Company of America
Travelers Casualty and Surety Company
St. Paul Fire and Marine Insurance Company**

Attorney-In-Fact No. **232494**

KNOW ALL MEN BY THESE PRESENTS: That Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company are corporations duly organized under the laws of the State of Connecticut (herein collectively called the "Companies"), and that the Companies do hereby make, constitute and appoint **Isabel Barron**, of the City of **Watsonville**, State of **California**, their true and lawful Attorney-In-Fact to sign, execute, seal and acknowledge any and all bonds, recognizances, conditional undertakings and other writings obligatory in the nature thereof on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

This Power of Attorney is limited to bonds, recognizances, conditional undertakings and other writings obligatory in the nature thereof for Granite Construction Incorporated and all subsidiaries and affiliates, alone or in joint venture.

IN WITNESS WHEREOF, the Companies have caused this instrument to be signed and their corporate seals to be hereto affixed, this **3rd** day of **February**, 2017.

**Travelers Casualty and Surety Company of America
Travelers Casualty and Surety Company
St. Paul Fire and Marine Insurance Company**



State of Connecticut

City of Hartford ss.

By:


Robert L. Raney, Senior Vice President

On this the **3rd** day of **February**, 2017, before me personally appeared **Robert L. Raney**, who acknowledged himself to be the Senior Vice President of Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company, and that he, as such, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

In Witness Whereof, I hereunto set my hand and official seal.

My Commission expires the **30th** day of **June**, 2021




Marie C. Tetreault, Notary Public

This Power of Attorney is granted under and by the authority of the following resolutions adopted by the Boards of Directors of Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company, which resolutions are now in full force and effect, reading as follows:

RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President, any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary may appoint Attorneys-In-Fact and Agents to act for and on behalf of the Company and may give such appointee such authority as his or her certificate of authority may prescribe to sign with the Company's name and seal with the Company's seal bonds, recognizances, contracts of indemnity, and other writings obligatory in the nature of a bond, recognizance, or conditional undertaking, and any of said officers or the Board of Directors at any time may remove any such appointee and revoke the power given him or her; and it is

FURTHER RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President may delegate all or any part of the foregoing authority to one or more officers or employees of this Company, provided that each such delegation is in writing and a copy thereof is filed in the office of the Secretary; and it is

FURTHER RESOLVED, that any bond, recognizance, contract of indemnity, or writing obligatory in the nature of a bond, recognizance, or conditional undertaking shall be valid and binding upon the Company when (a) signed by the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary and duly attested and sealed with the Company's seal by a Secretary or Assistant Secretary; or (b) duly executed (under seal, if required) by one or more Attorneys-in-Fact and Agents pursuant to the power prescribed in his or her certificate or their certificates of authority or by one or more Company officers pursuant to a written delegation of authority; and it is

FURTHER RESOLVED, that the signature of each of the following officers: President, any Executive Vice President, any Senior Vice President, any Vice President, any Assistant Vice President, any Secretary, any Assistant Secretary, and the seal of the Company may be affixed by facsimile to any Power of Attorney or to any certificate relating thereto appointing Resident Vice Presidents, Resident Assistant Secretaries or Attorneys-In-Fact for purposes only of executing and attesting bonds and undertakings and other writings obligatory in the nature thereof, and any such Power of Attorney or certificate bearing such facsimile signature or facsimile seal shall be valid and binding upon the Company and any such power so executed and certified by such facsimile signature and facsimile seal shall be valid and binding on the Company in the future with respect to any bond or understanding to which it is attached.

I, **Kevin E. Hughes**, the undersigned, Assistant Secretary of Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company, do hereby certify that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies, which will remain in full force and effect through December 31, 2018.

Bond Executed on September 6, 2018



Kevin E. Hughes, Assistant Secretary



To verify the authenticity of this Power of Attorney, call 1-800-421-3880 to contact us. Please refer to the Attorney-In-Fact number, the above-named individual and the details of the bond to which the power is attached.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
09/07/2018

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

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

PRODUCER LIC #0C36861 Alliant Insurance Services, Inc. 100 Pine Street, 11th Floor San Francisco, CA 94111	1-415-403-1491	CONTACT NAME: Kimberly Leikam PHONE (A/C, No. Ext): 415-403-1491 FAX (A/C, No): 415-874-4818 E-MAIL ADDRESS: kleikam@alliant.com
INSURED Granite Construction Company 585 West Beach Street Watsonville, CA 95076	INSURER(S) AFFORDING COVERAGE	
	INSURER A: VALLEY FORGE INS CO	NAIC # 20508
	INSURER B: TRANSPORTATION INS CO	20494
	INSURER C:	
	INSURER D:	
	INSURER E:	
	INSURER F:	


COVERAGES CERTIFICATE NUMBER: 53904106 REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> Contractual Liability <input checked="" type="checkbox"/> XCU Hazards GENL AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input checked="" type="checkbox"/> LOC OTHER:	X	X	[REDACTED]	/16	10/01/18	EACH OCCURRENCE \$ 2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 2,000,000 MED EXP (Any one person) \$ Nil PERSONAL & ADV INJURY \$ 2,000,000 GENERAL AGGREGATE \$ 10,000,000 PRODUCTS - COM/OP AGG \$ 2,000,000
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> Contractual <input type="checkbox"/> SCHEDULED AUTOS NON-OWNED AUTOS ONLY	X	X	[REDACTED]	/16	10/01/18	COMBINED SINGLE LIMIT (Ea accident) \$ 2,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	<input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> EXCESS LIAB DED RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		X	[REDACTED]	17	10/01/18	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER
A			X	[REDACTED]	17	10/01/18	E.L. EACH ACCIDENT \$ 2,000,000
B			X	[REDACTED]	17	10/01/18	E.L. DISEASE - EA EMPLOYEE \$ 2,000,000
B			X	[REDACTED]	17	10/01/18	E.L. DISEASE - POLICY LIMIT \$ 2,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Job #: TBD - MORROW COUNTY - 2018 IONE-BOARDMAN PAVING PROJECT.
MORROW COUNTY PUBLIC WORKS AND FERGUSON SURVERYING AND ENGINEERING, ITS OFFICERS, ELECTED OFFICIALS, EMPLOYEES, AGENTS AND VOLUNTEERS, ARE HEREBY NAMED AS ADDITIONAL INSUREDS, PER ENDORSEMENTS ATTACHED.

GL Per ISO Form CG0001 10/01; AL Per ISO Form CA0001 10/13

CERTIFICATE HOLDER 2505 MORROW COUNTY PUBLIC WORKS DEPARTMENT 365 WEST HWY 74 P.O. BOX 428 LEXINGTON, OR 97839 USA	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE 
---	---

SUPPLEMENT TO CERTIFICATE OF INSURANCE

DATE
09/07/2018

NAME OF INSURED: Granite Construction Company



**BLANKET ADDITIONAL INSURED - OWNERS, LESSEES OR CONTRACTORS –
WITH PRODUCTS-COMPLETED OPERATIONS COVERAGE**

It is understood and agreed that this endorsement amends the **COMMERCIAL GENERAL LIABILITY COVERAGE PART** as follows:

SCHEDULE (OPTIONAL)

Name of Additional Insured Persons Or Organizations
(As required by "written contract" per Paragraph A. below.)

Locations of Covered Operations
(As per the "written contract," provided the location is within the "coverage territory" of this Coverage Part.)

- A. Section II - Who Is An Insured** is amended to include as an additional insured:
- Any person or organization whom you are required by "written contract" to add as an additional insured on this Coverage Part; and
 - The particular person or organization, if any, scheduled above.
- B. The insurance provided to the additional insured is limited as follows:**
- The person or organization is an additional insured only with respect to liability for "bodily injury," "property damage," or "personal and advertising injury" caused in whole or in part by:
 - Your acts or omissions, or the acts or omissions of those acting on your behalf, in the performance of your ongoing operations specified in the "written contract"; or
 - "Your work" that is specified in the "written contract" but only for "bodily injury" or "property damage" included in the "products-completed operations hazard," and only if:
 - The "written contract" requires you to provide the additional insured such coverage; and
 - This Coverage Part provides such coverage.
 - If the "written contract" specifically requires you to provide additional insurance coverage via the 10/01 edition of CG2010 (aka CG 20 10 10 01), or via the 10/01 edition of CG2037 (aka CG 20 37 10 01), or via the 11/85 edition of CG2010 (aka CG 20 10 11 85), then in paragraph **B.1.** above, the words 'caused in whole or in part by' are replaced by the words 'arising out of'.
 - We will not provide the additional insured any broader coverage or any higher limit of insurance than:
 - The maximum permitted by law;
 - That required by the "written contract";
 - That described in **B.1.** above; or
 - That afforded to you under this policy,whichever is less.
 - Notwithstanding anything to the contrary in Condition **4. Other Insurance** (Section **IV**), this insurance is excess of all other insurance available to the additional insured whether on a primary, excess, contingent or

any other basis. But if required by the "written contract" to be primary and non-contributory, this insurance will be primary and non-contributory relative to insurance on which the additional insured is a Named Insured.

5. The insurance provided to the additional insured does not apply to "bodily injury," "property damage," or "personal and advertising injury" arising out of:
- a. The rendering of, or the failure to render, any professional architectural, engineering, or surveying services, including:
 - (1) The preparing, approving, or failing to prepare or approve maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; and
 - (2) Supervisory, inspection, architectural or engineering activities; or
 - b. Any premises or work for which the additional insured is specifically listed as an additional insured on another endorsement attached to this Coverage Part.

C. SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS is amended as follows:

1. The **Duties In The Event of Occurrence, Offense, Claim or Suit** condition is amended to add the following additional conditions applicable to the additional insured:

An additional insured under this endorsement will as soon as practicable:

- (1) Give us written notice of an "occurrence" or an offense which may result in a claim or "suit" under this insurance, and of any claim or "suit" that does result;
- (2) Except as provided in Paragraph **B.4.** of this endorsement, agree to make available any other insurance the additional insured has for a loss we cover under this Coverage Part;
- (3) Send us copies of all legal papers received, and otherwise cooperate with us in the investigation, defense, or settlement of the claim or "suit"; and
- (4) Tender the defense and indemnity of any claim or "suit" to any other insurer or self insurer whose policy or program applies to a loss we cover under this Coverage Part. But if the "written contract" requires this insurance to be primary and non-contributory, this provision (4) does not apply to insurance on which the additional insured is a Named Insured.

We have no duty to defend or indemnify an additional insured under this endorsement until we receive from the additional insured written notice of a claim or "suit."

- D. Only for the purpose of the insurance provided by this endorsement, **SECTION V – DEFINITIONS** is amended to add the following definition:

"Written contract" means a written contract or written agreement that requires you to make a person or organization an additional insured on this Coverage Part, provided the contract or agreement:

1. Is currently in effect or becomes effective during the term of this policy; and
2. Was executed prior to:
 - a. The "bodily injury" or "property damage"; or
 - b. The offense that caused the "personal and advertising injury,"for which the additional insured seeks coverage under this Coverage Part.

All other terms and conditions of the Policy remain unchanged.

Material used with permission of ISO Properties, Inc.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

Waiver of Transfer of Rights of Recovery Against Others to Us

This endorsement modifies insurance provided under the following:

Commercial General Liability Coverage Form

Under SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS, The Transfer Of Rights Of Recovery Against Others To Us Condition is amended by the addition of the following:

We waive any right of recovery we may have against any person or organization because of payments we make for injury or damage arising out of:

1. Your ongoing operations; or
2. "Your work" included in the "products completed operations hazard."

However, this waiver applies only when you have agreed in writing to waive such rights of recovery in a contract or agreement, and only if the contract or agreement:

1. Is in effect or becomes effective during the term of this policy; and
2. Was executed prior to loss.

This endorsement is part of your policy and takes effect on the effective date of your policy, unless another effective date is shown below.

Must Be Completed	Complete Only When This Endorsement Is Not Prepared with the Policy Or Is Not to be Effective with the Policy	
ENDT. NO. 26	ISSUED TO: Granite Construction Incorporated	EFFECTIVE DATE OF THIS ENDORSEMENT: 10/01/16



ADDITIONAL INSURED – PRIMARY AND NON-CONTRIBUTORY

It is understood and agreed that this endorsement amends the **BUSINESS AUTO COVERAGE FORM** as follows:

SCHEDULE

Name of Additional Insured Persons Or Organizations
Any person or organization whom the named insured is required by written contract to add as an additional insured on this policy.

1. In conformance with paragraph **A.1.c.** of **Who Is An Insured** of Section II – LIABILITY COVERAGE, the person or organization scheduled above is an insured under this policy.
2. The insurance afforded to the additional insured under this policy will apply on a primary and non-contributory basis if you have committed it to be so in a written contract or written agreement executed prior to the date of the "accident" for which the additional insured seeks coverage under this policy.

All other terms and conditions of the Policy remain unchanged.

POLICY NUMB



COMMERCIAL AUTO
CA 04 44 10 13

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

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

This endorsement modifies insurance provided under the following:

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

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

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

Named Insured: Granite Construction Incorporated

Endorsement Effective Date: 10/01/2016

SCHEDULE

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

Any person or organization for whom or which you are required by written contract or agreement to obtain this waiver from us.

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

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



WORKERS' COMPENSATION AND EMPLOYERS' LIABILITY INSURANCE POLICY

BLANKET WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS- CALIFORNIA

This endorsement changes the policy to which it is attached.

It is agreed that **Part One – Workers' Compensation Insurance G. Recovery From Others** and **Part Two – Employers' Liability Insurance H. Recovery From Others** are amended by adding the following:

We will not enforce our right to recover against persons or organizations. (This agreement applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from us.)

PREMIUM CHARGE n/a

The charge will be an amount to which you and we agree that is a percentage of the total standard premium for California exposure. The amount is n/a %.

UTAH WAIVER OF SUBROGATION ENDORSEMENT

This endorsement applies only to the insurance provided by the policy because Utah is shown in Item 3.A. of the Information Page.

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule. (This agreement applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from us.)

This agreement shall not operate directly or indirectly to benefit anyone not named in the Schedule. Our waiver of rights does not release your employees' rights against third parties and does not release our authority as trustee of claims against third parties. **Schedule : Any person or organization for whom the named insured has agreed by written contract to furnish this waiver.**

WC43 03 05 (Ed 7-00)

WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT

All Other States where allowed (except CA, TX, UT)

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule. (This agreement applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from us.)

This agreement shall not operate directly or indirectly to benefit anyone not named in the Schedule.

Schedule

Any person or organization for whom the named insured has agreed by written contract to furnish this waiver

WC00 03 13 (Ed 4-84)

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.

(The information below is required only when this endorsement is issued subsequent to preparation of the policy.)

Endorsement Effective 10/01/2017

WC274978644 Valley Forge Insurance Company
WC274978658 Transportation Insurance Company
WC274978661 Transportation Insurance Company
WC 274978630 Valley Forge Insurance Company



AGENDA ITEM COVER SHEET

Morrow County Board of Commissioners

(Page 1 of 2)

(For BOC Use)
Item #

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

Staff Contact: Justin Nelson Phone Number (Ext): 5627
 Department: County Counsel Requested Agenda Date: 9/12/2018
 Short Title of Agenda Item: Distributing Foreclosure Sale Proceeds Order
(No acronyms please)

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

<input checked="" 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 type="checkbox"/> Discussion & Action Estimated Time: <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:

<i>[Signature]</i>	DATE	Department Head	Required for all BOC meetings
<i>[Signature]</i>	DATE	Admin. Officer/BOC Office	Required for all BOC meetings
JWN-9-7-2018		County Counsel	*Required for all legal documents
<i>[Signature]</i>	DATE	Finance Office	*Required for all contracts; other items as appropriate.
<i>[Signature]</i>	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):

The Morrow County real estate owned manufactured home in Irrigon has completed the process for the sale.

ORS 275.275 specifies how proceeds from the sale of county foreclosed properties are to be distributed. ORS 275.275(6) requires that the distribution must occur after the signing of an order by the County Court. The County Treasurer does not have the authority to distribute the funds until the County Order is signed.

To conform to the statutory requirements of ORS 275.275, I have prepared the attached Order Distributing Proceeds.

2. FISCAL IMPACT:

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

Motion to approve Order Number OR-2018-14.

Attach additional background documentation as needed.

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

IN THE MATTER OF)
DISTRIBUTING PROCEEDS)
HELD BY THE COUNTY) ORDER NO.: OR-2018-14
TREASURER FROM SALES)
OF TAX FORECLOSED LANDS)

WHEREAS, ORS 275.275(3) requires the county governing body to direct the County Treasurer by order to distribute funds held representing proceeds of sales of tax foreclosed property;

THEREFORE THE MORROW BOARD OF COMMISSIONERS ORDER:

- (1) The County Treasurer shall distribute all monies held representing proceeds for sales of tax foreclosed property provided either a deed for the property has been issued or the Court has declared such funds forfeited to the County.
- (2) Such distribution shall be to the current taxing districts in accordance with the formula provided in ORS 311.390.

DATED this 12th 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 #

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

Staff Contact: Undersheriff John A. Bowles
Department: Sheriff's Office
Short Title of Agenda Item:
(No acronyms please)

Phone Number (Ext): 5102
Requested Agenda Date: 09/12/2018

Budget Committee Approved, Vehicle Purchase for Community Corrections.

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: Withnell Dodge
Contractor/Entity Address: 2650 Commercial SE, Salem OR. 97302-4451
Effective Dates - From: Through:
Total Contract Amount: \$28,897.77 Budget Line: 510-113-5-40-4413
Does the contract amount exceed \$5,000? Yes No

Reviewed By:

John A. Bowles 9/5/18 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):

During the 2018-2019 budget process, Community Corrections was approved to purchase a vehicle and the line amount approved was \$35,000.00.

2. FISCAL IMPACT:

\$28,897.77 will be applied to the above mentioned budget line.

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

Move to approve the above vehicle purchase for Morrow County Community Corrections as presented.

Attach additional background documentation as needed.

PJP

WITHNELL DODGE
2650 COMMERCIAL SE
SALEM, OR 973024451

Priced Order Confirmation (POC)

Date Printed:	2018-08-31 4:03 PM	VIN:	1C4SDJFT4JC474358	Quantity:	01
Estimated Ship Date:	2018-07-24 12:59 AM	VON:	41768313	Status:	KZ - Released by plant and invoiced
Date Ordered:	2018-05-10 12:59 PM	Ordered By:	S28368H	FAN 1:	48979 State of Oregon
				FAN 2:	
				Client Code:	
				Bid Number:	TB8273
				PO Number:	STOCK

Sold to:
WITHNELL DODGE (56440)
2650 COMMERCIAL SE
SALEM, OR 973024451

Ship to:
WITHNELL DODGE (56440)
2650 COMMERCIAL SE
SALEM, OR 973024451

Vehicle: 2018 DURANGO SPECIAL SERVICE AWD (WDEE75)

	Sales Code	Description	MSRP(USD)
Model:	WDEE75	DURANGO SPECIAL SERVICE AWD	34,195
Package:	22Z	Customer Preferred Package 22Z	0
	EZH	5.7L V8 HEMI MDS VVT Engine	2,995
	DFD	8-Spd Auto 8HP70 Trans (Buy)	0
Paint/Seat/Trim:	PW7	White Knuckle Clear Coat	0
	APA	Monotone Paint	0
	*H7	Cloth Low-Back Bucket Seats	0
	-X9	Black	0
Options:	AHX	Trailer Tow Group IV	995
	NAS	50 State Emissions	0
	3AH	Price Protection - Code H	0
	4FM	Fleet Option Editor	0
	4ES	Delivery Allowance Credit	0
	2SQ	FCA Fleet Powertrain Care	0
	YG1	7.5 Additional Gallons of Gas	0
	4FT		0
	5N6	Easy Order	0
	4FT	Fleet Sales Order	0
	4EA	Sold Vehicle	0
Non Equipment:	4KA	Special Bid Handling	0
	4FA	Special Bid-Ineligible For Incentive	0
	4DH	Prepaid Holdback	0
	MAF	Fleet Purchase Incentive	0
Bid Number:	TB8273	Government Incentives	0
Destination Fees:			1,095

Total Price: 39,280

Order Type:	Fleet	PSP Month/Week:	
Scheduling Priority:	1-Sold Order	Build Priority:	01
Customer Name:			
Customer Address:			

Instructions:

28754.^w
 priv. tax 143⁷⁷
 28897⁷⁷

Note: This is not an invoice. The prices and equipment shown on this priced order confirmation are tentative and subject to change or correction without prior notice. No claims against the content listed or prices quoted will be accepted. Refer to the vehicle invoice for final vehicle content and pricing. Orders are accepted only when the vehicle is shipped by the factory.



AGENDA ITEM COVER SHEET

Morrow County Board of Commissioners
(Page 1 of 2)

(For BOC Use)
 Item #

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

Staff Contact: Stephanie Case
 Department: Planning

Phone Number (Ext): 541-922-4624
 Requested Agenda Date: 9-12-2018

Short Title of Agenda Item: **Plat Signature - Griffin Addition**
 (No acronyms please)

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 type="checkbox"/> Discussion & Action Estimated Time: <input type="checkbox"/> Purchase Pre-Authorization <input checked="" type="checkbox"/> Other Plat Signature
---	--

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	09072018	Department Head	
	DATE		Required for all BOC meetings
	9/12/18	Admin. Officer/BOC Office	Required for all BOC meetings
	DATE		
_____	_____	County Counsel	*Required for all legal documents
	DATE		
_____	_____	Finance Office	*Required for all contracts; other items as appropriate.
	DATE		
_____	_____	Human Resources	*If appropriate
	DATE		

*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.

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AGENDA ITEM COVER SHEET

Morrow County Board of Commissioners

(Page 2 of 2)

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

Griffin Addition Subdivision Plat requiring acceptance for recording in Morrow County and signatures of Commissioners.

2. FISCAL IMPACT:

None.

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

Accept the Plat for recording in Morrow County.

Attach additional background documentation as needed.



PLANNING DEPARTMENT

PO Box 40 • 205 Third Street NE
Irrigon, Oregon 97844
(541) 922-4624

MEMORANDUM

To: Morrow County Board of Commissioners
From: Carla McLane, Planning Director
Date: September 10, 2018
RE: Planning Update

The following represents recent approvals, current work and anticipated actions in the Planning Department during August, September and into October and beyond. It is not exhaustive.

Code Enforcement Activity:

Since receiving the inquiry from Commissioner Don Russell, Planning staff have initiated over 15 enforcement actions in the Boardman area. While most have been related to use of a recreation vehicle as a dwelling unit, there have been other violations that have been identified. Six or more have been resolved, one may be resolved as a hardship variance, and some may conclude with citations being issued (the first to be issued this week).

BLI and HA:

The Kick Off Meeting for the BLI and HA happened last Thursday with the Project Management Team meeting with the consultant team. The project is scheduled to conclude by February or March 2019 providing some great information to the participants, leading to some real opportunity for Comprehensive Plan and development code updates, and revealing obstacles to development.

Subdivisions:

In July the Planning Commission tentatively approved Gala Springs, a proposed 14 lot subdivision just to the west of Boardman. This new approval, and the Griffin Addition Subdivision plat before you today, will bring 19 new buildable lots to Morrow County. Planning staff are anticipating another Subdivision application in the Irrigon area that will include 10 to 12 lots. This uptick in applications for Subdivisions seems to be a clear indicator that there is growing demand for home sites in and around Irrigon and Boardman.

For historical reference in the past 10 years only two other Subdivisions were approved and completed in Morrow County - Bonner Meadows and Adele Meadows. Going further back the last large uptick in Subdivisions happened in the late 1990s with most finally concluding in the early 2000s. This push was driven at the time by the change in lot size from a one acre minimum to a two acre minimum, based upon changes in law by the Oregon Department of Environmental Quality related to the siting of onsite septic systems.

Lexington Airport Layout Plan:

The Federal Aviation Administration (FAA) requires airports to have an adopted Airport Layout or Master Plan, outlining how development and maintenance will be conducted. They also provide grants to support local government to adopt and maintain those Plans. The previous

Plan was completed in 2001 and adopted by Morrow County in 2002. In 2014 an update was initiated, concluding with a final draft being delivered in November 2016 and the FAA providing notice of FAA Plan approval to Public Works in February 2017. It recently came to the attention of Planning staff that the Plan has not been locally adopted; that process has been initiated with notice to the Department of Land Conservation and Development on August 20, 2018, and the Planning Commission public hearing scheduled for September 25, 2018, at the Port of Morrow Riverfront Center in Boardman and the Board of Commissioners public hearing tentatively scheduled for October 24, 2018, at the Bartholomew Building in Heppner. As I shared last week affected property owner notice was mailed on September 5 to about 160 recipients. This large notice list was driven by the conical surface which covers the entire Town of Lexington.

Solar Rulemaking - Energy Facility Siting Council (EFSC) and Land Conservation and Development Commission (LCDC):

Both the EFSC and the LCDC have initiated Rulemaking related to Solar facilities, with the first EFSC Solar RAC meeting having taken place on Thursday, August 30, in Salem.

Counties, developers and Irene Gilbert seemed to all be in agreement that, while discreet solar projects could aggregate to meet the definition of an EFSC jurisdictional project, there was also agreement that it was unclear that rules were needed to define when and how a project would have to obtain a Site Certificate. Let me back up just a bit... The meeting started with Oregon Department of Energy (ODOE) staff presenting three questions:

1. Whether multiple non-EFSC jurisdictional solar PV facilities could aggregate to be functionally equivalent to an EFSC jurisdictional facility?
2. If yes to Question 1, what objective criteria could apply?
3. Should specific standards apply to solar PV facilities?

As the meeting concluded there was clear agreement with most in the room, except Todd Cornett, Siting Administrator, that Rulemaking did not appear necessary. There is another meeting expected mid-October in Prineville and is anticipated to include a tour of an operating project. It does appear that the objective of the Siting Administrator is to achieve a siting threshold that would push or force all solar projects to be sited by ODOE/EFSC.

In an unanticipated follow up conversation with Barry Beyeler, EFSC Chair, I shared that perceived objective, to which Barry replied that Todd may not get everything that he wanted. But Barry then indicated that projects sell and the action of a project sale should push or force those locally approved projects to aggregate and require an ODOE/EFSC Site Certificate. This is concerning as well. The market should be allowed to work.

The first LCDC Solar RAC meeting is targeted for the first week in October with a focus on impacts to high value farmland. It should be a different conversation, but could be equally difficult as counties and developers will both be advocating, I do believe, for more (not less) county authority over matters of county concern.

Perennial Wind Chaser Station:

This project, proposed in Umatilla County, originally had transmission components proposed in Morrow County. As the original review progressed the developer was able to confirm transmission in Umatilla County, reducing the involvement of Planning staff. The Site Certificate was issued; the developer is now seeking an Amendment to extend construction deadlines (a common request for EFSC approved projects). The ODOE has reached out as the Morrow County Board of Commissioners (Board) are still a Special Advisory Group for the project and

have the opportunity to comment. Planning staff do not have any suggested comments based on impacts. Should the Board desire to comment generally or in support of an extension to the construction deadlines, Planning staff can facilitate that process.

Natural Hazards Mitigation Plan (NHMP)/Community Wildfire Protection Plan (CWPP):

The NHMP Steering Committee will be meeting this fall meeting the obligation in the Plan to meet at least twice a year, spring and fall, to review the Plan, discuss progress on various Action Items, and to review different aspects of the Plan moving towards the next required update that will get underway in 2020. In support of the NHMP, the Department of Geology and Mineral Industries (DOGAMI) is initiating work, funded by the Federal Emergency Management Agency (FEMA), around obtaining better land based data (see DOGAMI memorandum).

Also starting in October is an update to the CWPP concluding next spring resulting in a better CWPP designed to support a number of projects and activities throughout Morrow County. As the Scope of Work is completed it will be shared with the Board.

Looking forward to discussing these and other items of interest.
See you Wednesday!





PLANNING DEPARTMENT

PO Box 40 • 205 Third Street NE
Irrigon, Oregon 97844
(541) 922-4624

MEMORANDUM

To: Morrow County Board of Commissioner's
From: Stephen Wrecsics, GIS Planning Technician 
Date: September 10, 2018
RE: Department of Geology and Mineral Industries (DOGAMI) Multi-Hazard Risk Assessment update.

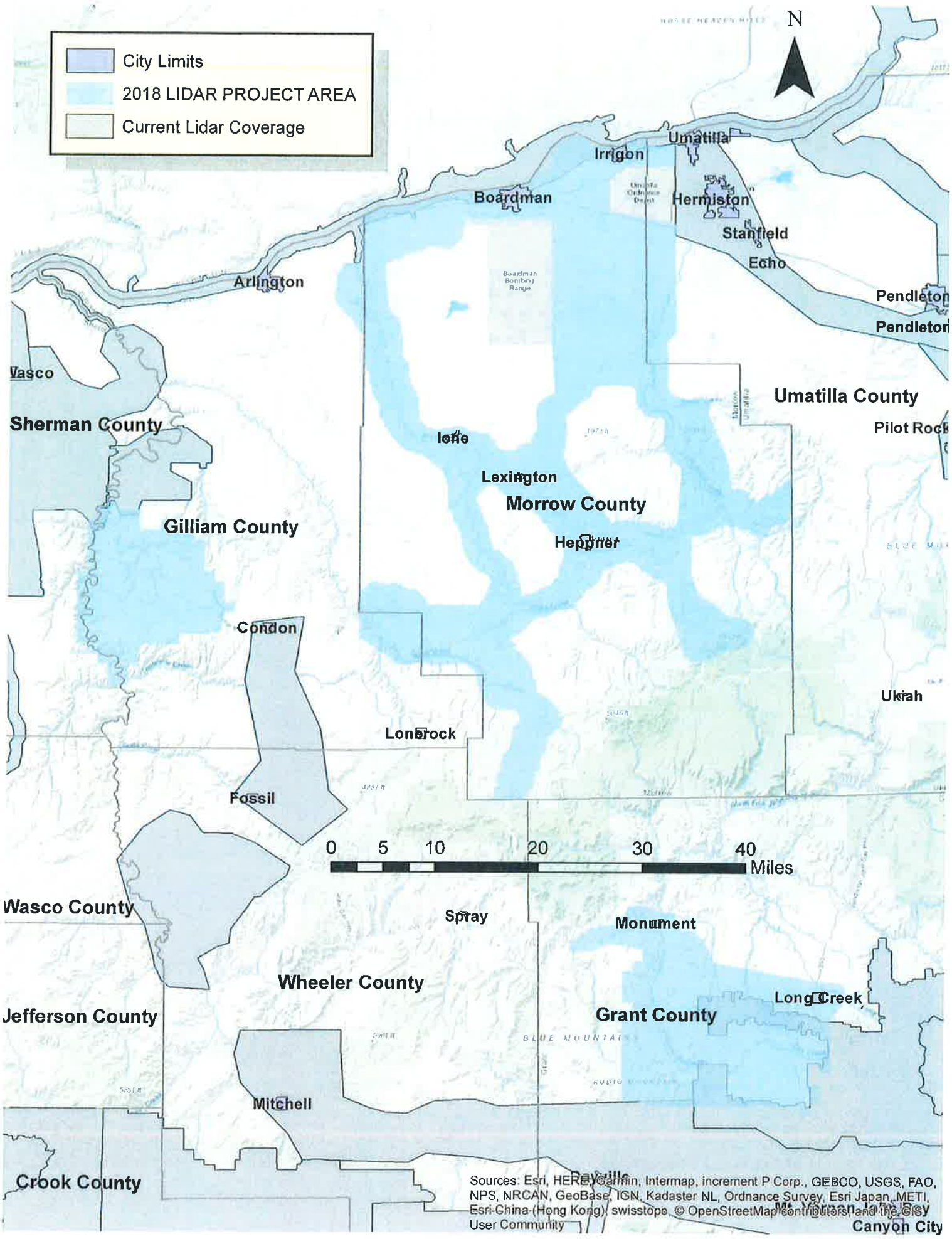
In March 2018 Morrow County submitted a Letter of Support to DOGAMI for the Risk Assessment. This assessment is intended to update hazard maps and provide information for populated areas and infrastructure corridors throughout the county. Data collected by this assessment will be used to create detailed and reliable hazard maps and generate risk analyses. These analyses are used by land use planners, emergency managers, and engineers to set policies, inform risk reduction plans, and direct risk reduction activities. Future updates to the Comprehensive Plan and the upcoming update to the Natural Hazards Mitigation Plan will incorporate this data to help to ensure that the county can meet its goal of disaster risk reduction and community resilience in Morrow County.




The Light Detection and Ranging (LiDAR) collection area (see map) was selected due to the historical precedent of natural disasters along Willow Creek. Additionally Willow Creek is considered highly susceptible to channel migration with the watershed being home to all but two municipalities in Morrow County. Data acquisition will consist of 1 meter resolution aerial LiDAR in a 3 mile wide swath along the Willow Creek and subsequent tributaries in Morrow County. The data collection will be used to map landslides, channel migration zones, 10-year flood plains, and liquefiable soils.

Data collection for this assessment is set to begin in late September or early October 2018 and will also include portions of Gilliam and Grant counties.

Please do not hesitate to contact me should you have any questions at 541-922-4624 or by email at swrecsics@co.morrow.or.us.

Attachments:
2018 LiDAR Project Area Map; DOGAMI



	City Limits
	2018 LIDAR PROJECT AREA
	Current Lidar Coverage

N



Counties: Sherman County, Gilliam County, Wasco County, Wheeler County, Jefferson County, Crook County, Morrow County, Umatilla County, Grant County.

Cities: Arlington, Boardman, Irrigon, Umatilla, Hermiston, Stanfield, Echo, Pendleton, Pilot Rock, Ukiah, Condon, Fossil, Spray, Monument, Long Creek, Mitchell, Heppner, Lone Rock, Vasco, Reno.

Other Labels: Boardman Bombers Range, Umatilla, Maroon, Blue Mountain, Mt. Vernon, Canyon City.



Sources: Esri, HERE, Garmin, Intermap, increment P Corp., GEBCO, USGS, FAO, NPS, NRCAN, GeoBase, IGN, Kadaster NL, Ordnance Survey, Esri Japan, METI, Esri China (Hong Kong), swisstopo, © OpenStreetMap contributors, and the GIS User Community



PLANNING DEPARTMENT

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PUBLIC NOTICE

September 05, 2018

Dear Adjoining Landowner and Interested Parties:

Under provisions of the Morrow County Zoning Ordinance you are an "adjoining landowner" or an interested party concerned with the hearing on the attached Public Notice. The Morrow County Planning Commission will hold a public hearing on Tuesday, September 25, 2018, at 7:00 p.m. at the Port of Morrow Riverfront Center in Boardman, Oregon.

You may obtain a copy of the Preliminary Findings of Fact regarding the application from our office anytime after Friday, September 14, 2018. If you have any information you feel should be addressed in the findings and/or conditions, please contact our office. If you object to the request or feel that certain aspects need to be discussed in a public forum, you are invited to attend the Planning Commission hearing on September 25, 2018. You may also submit comments in writing. The deadline for written comments is 5:00 p.m., on Monday, September 24, 2018.

If you wish to be advised of the results of a particular hearing please send a request to this office.

Cordially,

A handwritten signature in cursive script, appearing to read "Carla McLane".

Carla McLane
Planning Director

Enclosures: Public Notice
Map

**PUBLIC NOTICE
MORROW COUNTY LAND USE HEARING**

THE MORROW COUNTY PLANNING COMMISSION will hold the following hearings of public interest on Tuesday, September 25, 2018 at 7:00 p.m. at the Port of Morrow Riverfront Center, Boardman, Oregon.

Transportation System Plan Amendment ATSP-123-18: Morrow County Public Works, applicant and owner. The property is described as tax lot 300 of Assessor's Map 1S 25, is the Lexington Airport, and is zoned EFU with the Air Industrial use zone applied as an overlay. It is located just north of the Town of Lexington and west of Highway 207. Request is to adopt the Airport Layout Plan as part of the Morrow County Transportation System Plan. Criteria for approval includes MCZO Article 8 Amendments and the MCCP Review and Revision Process. This is the first of at least two public hearings with the final hearing before the Board of Commissioners.

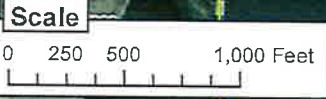
Opportunity to voice support or opposition to the above proposal or to ask questions will be provided. Failure to raise an issue in person or by letter or failure to provide sufficient specificity to afford the decision maker an opportunity to respond to the issue precludes appeal to the Land Use Board of Appeals based on those issues.

Copies of the staff report and all relevant documents will be available after September 14, 2018. For more information, please contact Stephen Wrecsics at 541-922-4624 or by email at swrecsics@co.morrow.or.us.

DATED this 5th day of September 2018.
MORROW COUNTY PLANNING DEPARTMENT
Published: September 5, 2018
Affidavit of Publication

Vicinity Map

Lexington Airport Layout Plan



Legend



1234 Taxlots



Subject Parcels



City Limits



ATSP-123-18

1S 25E 27 TL 200 & 300



Cartography By: Stephen Wrecsics
Morrow County Planning Department
Date Saved: 8/29/2018 1:16:29 PM



Coordinate System: NAD 1983 HARN StatePlane Oregon North FIPS 3601
Projection: Lambert Conformal Conic
Datum: North American 1983 HARN