

MORROW COUNTY BOARD OF COMMISSIONERS MEETING AGENDA

Tuesday, November 20, 2018 at 9:00 a.m.

**Port of Morrow Riverfront Center, Wells Springs Room
2 Marine Drive, Boardman, 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 November 21st; Two Payroll Payables Immediates & Electronic dated November 7th: \$159,355.67 and HRA VEBA \$3,000
 - b. Minutes: October 24th; October 31st; November 7th Regular & Business Meetings; November 14th
 - c. NEC Financial Services Phone Equipment Lease Agreement
 - d. Approve tax refund due to double payment
- 5. Business Items**
 - a. Planning Commission Renewable Energy Scope of Work/Contract (Stephanie Case, Planner 1)
 - b. Association of Oregon Counties Special Assessment Invoice
- 6. Department Reports** (None scheduled)
- 7. Correspondence**
- 8. Commissioner Reports**
- 9. Sign documents**
- 10. Adjournment**

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

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

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

Morrow County Board of Commissioners Meeting Minutes
October 24, 2018
Bartholomew Building Upper Conference Room
Heppner, Oregon

Present

Chair Don Russell

Commissioner Jim Doherty

Commissioner Melissa Lindsay

Darrell Green, Administrator

Kate Knop, Finance Director

Justin Nelson, County Counsel

Karmen Carlson, Human Resources Director

Roberta Lutchter, Executive Assistant

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

City and Citizen Comments: No comments

Open Agenda: No items

Consent Calendar

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

- 1. Accounts Payable dated October 25th in the amount of \$592,482.89; Voided APs dated October 25th in the amount of \$783.80; Void Checks dated October 25th in the amount of \$586.68*

Commissioner Doherty seconded. Unanimous approval.

Business Items

Update from the City of Heppner regarding Grants to Cities Funds

Edie Ball, Manager

Ms. Ball thanked the Board for the \$75,935 granted to the City. She said the City now holds a total of \$114,586 from the County and will likely use it on sewer main replacement prior to street reconstruction in 2020 or street resurfacing. After a brief discussion, Ms. Ball said she and the Council members appreciated the commitment shown by the County to the communities. She concluded by saying County employees with whom she interacts have always been very helpful.

Department Reports

Clerk's Quarterly Report

Bobbi Childers, Clerk

Ms. Childers discussed the \$27,900 sent to the State since July 1st for the State Housing Fee. She reminded the Board the State increased that fee from \$20 to \$60 per document on June 4, 2018, and said there have been cases where people cannot afford to record their documents. The fee affects all land records, including mortgages and assignments; excluded are State recordings and Assessor liens.

Commissioner Lindsay said it's important the County track how the State allocates these funds.

Ms. Childers agreed saying every county has buy-in to that fund.

9:12 a.m. Public Hearing – Lexington Airport Master Plan

Carla McLane, Planning Director

Sandi Pointer, Public Works Management Assistant

Chair Russell called for abstentions or conflicts of interest: none. He outlined the parameters for offering testimony and called for the Staff Report.

Ms. McLane explained Oregon law requires government entities to adopt a Transportation System Plan, which includes airports. If adopted, the Lexington Airport Master Plan (LAMP) will become part of the local transportation planning regime. She explained Public Works utilizes the Plan to determine projects and funding, especially with the Federal Aviation Administration (FAA), while the Planning Department views it from a land use perspective.

Ms. McLane then reviewed the Summary and Recommendations within the Plan, Chapter 9, page 8.

Ms. McLane said the Plan, compiled by Century West Engineering Corporation, received FAA sign-off despite errors throughout the document. Neither Planning nor Public Works “scrubbed” the document, she said. Ms. Pointer commented it took the FAA more than a year for its review.

Chair Russell called for proponents to speak – none. He called for opponents to speak – none.

9:40 a.m. Closed Public Hearing

Commissioner Lindsay moved to adopt the Lexington Airport Master Plan as part of the Morrow County Transportation System Plan as presented, relying on the Planning Commission findings, which have already been approved by the Federal Aviation Administration. Discussion: Commissioner Lindsay said the Board hasn't called it out in the past, why this time. Perhaps this should be a discussion to look at the bigger picture, she added. Ms. McLane said that's correct, it is within the Planning Commission recommendation...they accomplished that. Commissioner Doherty seconded and said to duly note the recommendations of the Planning Commission go along with this vote and motion. [“RECOMMENDATION: The Planning Department recommends that the Planning Commission recommend to the Morrow County Board of Commissioners adoption of the amended Airport Master Plan as part of the Morrow County Transportation System Plan. The Planning Commission further recommends that future Comprehensive Plan and Transportation System Plan reviews and updates consider the Airport Master Plan recommendations, found in Chapter 9, concerning Goal 12 Transportation.”] Unanimous approval.

Resolution No. R-2018-22 – Adopting the Transit Development Strategy

Ms. McLane

Commissioner Doherty moved to approve Resolution No. R-2018-22: A Resolution Adopting the Morrow County/Umatilla County Transit Development Strategy in Support of Transit

Development Opportunities in Morrow County and to be Used to Support Funding Requests for the Statewide Transportation Improvement Fund. Commissioner Lindsay seconded. Unanimous approval.

County Application for Oregon Department of Veterans' Affairs (ODVA) Funds

Darrell Green, Administrator

Linda Skendzel, Veterans Services Officer (via telephone)

At issue are unspent carry-over funds in this department, which include additional funds from the Veterans' Administration received near the close of our fiscal year (federal fiscal years runs October 1st-September 30th). Mr. Green said ODVA requested a plan as to how these funds will be spent, adding he and Kate Knop, Finance Director, are working with Ms. Skendzel to avoid this same situation going forward. After concerns were expressed about the reduced County contribution reflected in the application to accommodate the current situation, the following motion was made:

Commissioner Lindsay moved to authorize the Chair to work with Administration to sign and submit the application to ODVA for Fiscal Year 2018-2019 contingent upon viewing something in writing from the State that approves the reduced budget amount from the County.

Commissioner Doherty seconded. Discussion. Commissioner Lindsay withdrew the motion; Commissioner Doherty withdrew his second of the motion.

Commissioner Doherty moved to approve the County application for ODVA funds and allow the Chair to sign as long as there is acceptable documentation, meaning the process is agreeable to ODVA, and that there will be no adverse effects from the State by the County reducing the General Fund amount. If so, the application will not be signed. Commissioner Lindsay seconded. Unanimous approval.

Resolution No. R-2018-21 – Columbia River Enterprise Zone Boundary Expansion

Chair Russell explained the Enterprise Zone received an application from Vadata to build a new facility on property recently annexed by the City of Boardman. The proposed boundary expansion would encompass that newly annexed property, he said.

Commissioner Doherty moved to approve Resolution No. R-2018-21: A Resolution in Support of a Boundary Expansion of the Columbia River Enterprise Zone. Enterprise Zone Manager Greg Sweek requested the legal description be referenced in the motion.

Commissioner Doherty moved to approve Resolution No. R-2018-21: A Resolution in Support of a Boundary Expansion of the Columbia River Enterprise Zone, as described in Exhibit 2, Legal Description: Parcel 1 of Partition Plat 2013-6, City of Boardman, County of Morrow, State of Oregon. Commissioner Lindsay seconded. Discussion took place on the history of the Enterprise Zone. Unanimous approval.

Break: 10:44 a.m. - 10:51 a.m.

Department Reports

Road Department Monthly Report

Eric Imes, Assistant Road Master

Mr. Imes reviewed the Road Report and presented another report showing the breakdown of asphalt and freight costs for completed projects and projected totals for the fiscal year.

Human Resources Quarterly Report

Karmen Carlson, HR Director

Ms. Carlson reviewed her report and discussed the potential purchase of NEOGOV HR software to more widely circulate job announcements. The cost would be \$1,500.00, she said. Chair Russell said he did not want to micromanage her budget and she should allocate it in a way that best serves the County.

Surveyor's Quarterly Report

The written report submitted by Stephen Haddock was reviewed.

Public Health Department Quarterly Report

Sheree Smith, Public Health Director

Ms. Smith reviewed her report, which included:

- Immunization efforts by staff, particularly Flu Clinics
- CARE Team referrals at the school
- Family Planning – the contracted provider is leaving the Morrow County Health District
- Duties of the Emergency Preparedness/Medical Reserve Corp/Healthcare Preparedness and Communicable Disease staff member. Ms. Smith said the University of Idaho researcher who does Blue Green Algae water testing at the Willow Creek Reservoir offered to do a community presentation on human and animal safety, if there is interest.

Correspondence

- Newsletter from Oregon State University Extension Forester, John Panches (stationed at the Union County Extension Office)

Commissioner Reports

- Commissioner Doherty said he attended the meeting of the Advisory Board for Community Counseling Solutions, and from there travelled to Silverton to represent the North East Area Commission on Transportation at an Oregon Department of Transportation meeting. He also discussed a decision by the Wolf Depredation Advisory Committee to return funds to the State so they can be channeled to Wallowa County since they have experienced multiple wolf depredations. He asked County Counsel Justin Nelson to look into the process for returning the funds.
- Commissioner Lindsay said the Military Economic Agriculture Committee (MEAC) is putting together goals and actions. She explained the new lease being negotiated for the Boardman to Hemingway (B2H) project has an end date, whereas our Bonneville Power Administration (BPA) line is perpetual. She said they are working with Mader Rust

Farms and Larry Lindsay to obtain abrogation leases (making the existing perpetual leases no longer valid and binding). Commissioner Lindsay commented the Navy has perpetual ownership of the airspace over our farmland, so why not maintain the existing perpetual easement leases as they currently stand. She said the UEC representative, as well as others at the meeting did not know the lease terms were changing. The Navy representative later informed MEAC the leases will be for 50 years. Commissioner Lindsay said her concern is what might happen to Morrow County at the end of a 50-year lease. Could it mean future lines would extend deeper into our agricultural land, she asked. She concluded by saying she will follow-up with Jeff Maffuccio of Idaho Power.

- Chair Russell said he attended an Association of Oregon Counties Budget Committee meeting, via telephone. He said they are not in as poor fiscal shape as they indicated a few months ago. Chair Russell said the Solid Waste Advisory Committee met and a rate increase may be coming next year since there hasn't been one in five years.

Signing of Documents

Adjourned: 12:09 p.m.

Morrow County Board of Commissioners Meeting Minutes
October 31, 2018
Bartholomew Building Upper Conference Room
Heppner, Oregon

Present

Chair Don Russell (via telephone)
Commissioner Melissa Lindsay
Darrell Green, Administrator
Roberta Lutcher, Executive Assistant

Excused

Commissioner Jim Doherty

Call to Order: 1:00 p.m. by Chair Russell, who then turned the gavel to Commissioner Lindsay because she was present at the meeting location.

City and Citizen Comments: No comments

Open Agenda: Mr. Green asked to discuss two items - an email from Umatilla Electric Cooperative (UEC) and a draft resolution on next week's agenda.

UEC Email Inquiry

UEC invited the Commissioners to attend one of its meetings and offered the option of three different dates. Commissioner Lindsay said she responded earlier and explained if two or more Commissioners were in attendance, it would constitute a public meeting. After a brief discussion, the Commissioners decided to wait for a response to Commissioner Lindsay's email.

Review Draft Resolution

The Commissioners discussed the draft resolution declaring November 8th as Gary Neal Day in Morrow County. They decided to prepare it for final signature at next week's meeting.

Business Items

Revised County Application for Oregon Department of Veterans' Affairs Grant Funds

Mr. Green explained that following the October 24th Board meeting, a conference call took place with Sue Farkash, ODVA, Commissioner Lindsay, Finance Director Kate Knop and himself.

Ms. Farkash confirmed the following budget figures were appropriate to list on the application:

- | | |
|--|----------|
| 1. County funds | \$28,628 |
| 2. Carry-forward of unspent budgeted funds from previous fiscal year | \$28,828 |
| 3. ODVA Funds for 2018-19 | \$77,121 |

Mr. Green detailed the plans for the carry-forward funds proposed by Veterans Services Officer Linda Skenzel:

- \$20,966 to purchase a vehicle to replace the 2008 Corolla
- \$4,700 for Suicide Awareness
- \$3,162 for personnel expenses due to cost-of-living adjustment (COLA) increase

He went on to say \$20,966 is not enough to purchase the proper vehicle, which is still up for discussion, but \$5,000 would need to be transferred from Material & Services to Capital Outlay to bring it to a more realistic amount.

Chair Russell moved to approve the County Application for ODVA Funds, Fiscal Year July 1, 2018 to June 30, 2019, and authorize Commissioner Lindsay to sign on behalf of the County. Commissioner Lindsay seconded. Discussion: Mr. Green explained Commissioner Doherty was unable to leave the meeting he was currently attending but he had reviewed the information and was in agreement with it moving forward. Unanimous approval.

Adjourned: 1:14 p.m.

Morrow County Board of Commissioners
Business Meeting Minutes
November 7, 2018
Bartholomew Building Room 201
Heppner, Oregon

Present

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

Call to Order: 7:33 a.m.

Open Agenda: No items

Agenda Coversheet Discussion

Commissioner Lindsay began the discussion by expressing concern over the shorter agendas recently. She asked if the Agenda Coversheets and the approval process have become too cumbersome and, therefore, discourage people from bringing items to a Board meeting. She also asked if the process encourages people to circumvent the process entirely.

Mr. Green spoke to the basic nature of agendas in that some topics can be foreseen and planned well in advance, and others take longer for all the required information to come together so the Board can make informed decisions. He also said there are plans to hold Long Range Planning sessions once a month, but there is a need for strategic planning meetings. Strategic planning meetings are beneficial for determining the vision for the County and where it's going. Once those strategic planning goals are in place, he said, they will start driving the agenda topics.

Commissioner Lindsay said she's heard complaints about the length of time it takes for an item to be reviewed by Finance or County Counsel. She said she wants the County to function like a small county and perhaps the Agenda Coversheet needs to be reanalyzed.

Mr. Nelson admitted there have been times when he hasn't tracked items as well as he should and some requests have fallen through the cracks, but some departments turn an item in for review on the day before the agenda is due to be published. He said some Department Directors are much better about shepherding their items through the process than others.

Mr. Green said the review process, especially through Finance and legal, is part of being a government entity.

Discussion continued on multiple topics, such as: the best use of staff time; what kind of items need Board signature vs. signature by the Administrator or Department Director; does County Counsel need to attend the Board meetings; and how Board meetings have evolved since the hiring of an Administrator and the implementation of the Agenda Coversheet.

Mr. Green said the feedback he's received is that when people come to a Board meeting, they want to be successful, regardless of the process. They don't want something to be blown up because they didn't have the necessary information. The Coversheet helps provide that, he said. If there's a reason people aren't bringing something to the Board, it's because there's a level of fear coming in. There is nothing wrong with accountability, he said, but they ask themselves if they want to go through this or not. Mr. Green said he wants to make sure they're ready for success, and if we've done that and there's still a problem, then where did we mess up? He said the process should reduce the amount of questions by the Board, so the Board can say yes or no. He said he wants the Commissioners to have all the information possible for a good decision but if it becomes about the process, then the process is broken.

After additional discussions, Mr. Green said he would solicit feedback from Department Directors on the coversheet and keep the Board apprised.

Roles & Goals

Mr. Green listed the many projects currently taking his time, and in addition, he said he will be attending County College sessions two days a month from January-June and again in September. He said he needs direction from the Board on where to spend his time, and that they all need to be "on the same page."

Commissioner Doherty discussed how easy it is to keep putting ideas on the table but it's important to be reminded what the current projects are. He suggested a visual aid like a flow chart to track the status of current projects.

Mr. Green said he could outline the projects and then there could be discussions about who wants to be involved, and how, and the communication piece. Communication is important because there have been times when a Commissioner requested something of a Department Director that resulted in confusion on the part of the Director because Mr. Green said he had already asked that person to do something. Various discussions.

The Commissioners were in favor of the flow chart idea and holding Business Meetings more often. Chair Russell suggested Mr. Green ask the Commissioners to take on some things to help out, as well.

Adjourned: 8:47 a.m.

Morrow County Board of Commissioners Meeting Minutes
November 7, 2018
Bartholomew Building Upper Conference Room
Heppner, Oregon

Present

Chair Don Russell

Commissioner Jim Doherty

Commissioner Melissa Lindsay

Darrell Green, Administrator

Kate Knop, Finance Director

Justin Nelson, County Counsel

Karmen Carlson, Human Resources Director

Roberta Lutcher, Executive Assistant

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

City and Citizen Comments: Clerk Bobbi Childers conveyed the unofficial results from the November 6th election. She also discussed the new voting machine saying it saved time and was very accurate.

Open Agenda: Commissioner Lindsay requested a discussion on a County-owned property in Heppner slated for public auction.

Consent Calendar

Commissioner Lindsay asked to remove the Accounts Payable for November 8th.

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

- 1. Accounts Payable dated November 1st in the amount of \$114,129.73; Manual Check dated November 1st in the amount of \$189,997.60; Two November Retirement Taxes, both dated November 2nd - \$19,565.41 and \$1,881; Two Payroll Payables, Immediates & Electronic - October 23rd in the amount of \$173,939.61, and 2018 Q3 SUTA/WBF dated October 25th in the amount of \$17,781.71*
- 2. Minutes: Corrected September 12th; October 3rd; October 10th; October 17th*
- 3. 2018-19 Transportation of Veterans in Highly Rural Areas Grant Agreement – Morrow County; amount \$45,000; term of agreement is September 15, 2018 through September 14, 2019; and authorize Chair Russell to sign on behalf of the County*
- 4. Annual Intergovernmental Agreement with Oregon Water Resources Department to provide Watermaster Services; amount \$12,217; term of agreement is July 1, 2018 to June 30, 2019; and authorize Chair Russell to sign on behalf of the County*
- 5. Seventh Amendment to Oregon Health Authority 2017-2019 Intergovernmental Agreement for the Financing of Public Health Services, Agreement #154124; additional funding for Public Health Preparedness (\$751), and Reproductive Health (\$8,281); and authorize Chair Russell to sign on behalf of the County*
- 6. Buildable Lands Inventory & Housing Analysis Intergovernmental Agreement with the Department of Land Conservation & Development; amount not to exceed \$15,000; agreement is effective on the date of the last signature and terminates on July 1, 2019; and authorize Chair Russell to sign on behalf of the County*

7. *Budget Resolution No. R-2018-23 – In the Matter of Appropriations for Fiscal Year Beginning July 1, 2018 (Veteran’s Department)*
Commissioner Doherty seconded. Unanimous approval.

Oregon State University/Morrow County Extension Update of Shared Positions

Anna Browne, 4-H Latino Outreach/Open Campus Coordinator

Chris Schachtschneider, Livestock and Rangeland Field Faculty

Ms. Browne discussed her duties as the Open Campus Coordinator for Morrow and Umatilla Counties. Both the Open Campus program, as well as the companion piece for Latino youth and families called the Juntos program, strive to assist students in their pursuit of higher education. Ms. Browne also discussed the non-traditional 4-H offerings to the Latino youth. After Ms. Browne noted many youth in the north end of the County have never visited the south end, a discussion took place on how to make all youth more aware of what happens throughout the entire County, and how to spread the word about both traditional and non-traditional 4-H programs.

Mr. Schachtschneider discussed his background and the current focus of his program. That focus is rangeland monitoring and how to bring new perceptions or ideas to livestock producers. He cited a few examples of new theories regarding livestock handling. He also said he’s in the process of creating an advisory committee to identify how he can best serve livestock producers in both Counties.

Accounts Payable – November 8th

Commissioner Lindsay had two minor questions, which were answered by Finance Director Kate Knop.

Commissioner Lindsay moved to approve the Accounts Payable dated November 8th in the amount of \$74,021.68. Commissioner Doherty seconded. Unanimous approval.

Department Reports

Treasurer’s Monthly Report

It was noted Treasurer Gayle Gutierrez left the meeting to process Accounts Payable, so Chair Russell opted to delay review of her report until later in the meeting.

Business Items, continued

Revised Space Agreement with Department of Human Services (DHS)

Sheree Smith, Public Health Director

Ms. Smith explained the agreement, which does not involve a monetary exchange, is so DHS can offer its Self Sufficiency Program services one day a month to residents. The agreement also allows DHS use of a conference room for Child Welfare visits, on an as-available basis.

The Commissioners agreed this was a good option for bringing needed State services to the County, however, State agencies are mandated to do so. They also discussed exploring the

option of a shared space that could offer services from multiple State agencies. Commissioner Lindsay said she would work to “continue the conversation.”

Commissioner Doherty moved to approve the Office Space Agreement – Revised with the Department of Human Services effective July 1, 2018 through June 30, 2019, and authorize Chair Russell or the Administrator to sign on behalf of the County. Commissioner Lindsay seconded. Unanimous approval.

First Reading: Ordinance No. ORD-2018-4 – Adopting the Lexington Airport Master Plan
Carla McLane, Planning Director

Ms. McLane provided the First Reading by title: “An Ordinance Adopting the Lexington Airport Master Plan.” She said she plans to return on November 28th for the Second Reading.

Resolution No. R-2018-25 – Grant Application to Oregon Parks & Recreation Department (OPRD) for All-Terrain Vehicle (ATV) Operations & Maintenance

Greg Close, Parks General Manager

Matt Scrivner, Public Works Director

The Resolution allows the Public Works Department to apply to the OPRD ATV Grant Program for continued funding of the operations and maintenance of the Off-Highway Vehicle (OHV) Park. Mr. Close said the Department has received this funding in the past and he then described how the funds would be used, if successful.

Commissioner Doherty moved to approve Resolution No. R-2018-25 – In the Matter of Authorizing Morrow County Public Works Department to Apply for an All-Terrain Vehicle Grant from the Oregon Parks and Recreation Department for Operations and Maintenance at the Morrow-Grant County OHV Park. Commissioner Lindsay seconded. Unanimous approval.

Oregon Department of Transportation (ODOT) Fund Exchange Agreement

Mr. Scrivner

This agreement is signed every year with ODOT and has to be used on pavement or chipseal, said Mr. Scrivner. It will be used on the Ione-Boardman paving project at the rate of \$94 State dollars for \$100 Federal dollars, or \$293,885.36 for \$312,644.

Commissioner Doherty moved to approve the Oregon Department of Transportation 2018 Fund Exchange Agreement, Ione-Boardman Overlay, Morrow County. Commissioner Lindsay seconded. Unanimous approval.

Award Logging Services Contract

Mr. Close

The Request for Proposals for Logging Services received two responses. During the committee review process, additional information was requested but one submitter did not reply. Mr. Close said the committee recommended the contract be awarded to Bruce Young Logging.

Commissioner Doherty moved to award the Logging Services contract to Bruce Young Logging LLC. Commissioner Lindsay seconded. Unanimous approval.

Break: 10:38 a.m. – 10:42 a.m.

Resolution No. R-2018-26 – Declaring Gary Neal Day in Morrow County

Commissioner Lindsay moved to approve Resolution No. R-2018-26 – In the Matter of Declaring Thursday, November 8, 2018 as Gary Neal Day for all of Morrow County. Commissioner Doherty seconded. Unanimous approval.

Café Cultura Easement vs. License Discussion

Justin Nelson, County Counsel

Darrell Green, Administrator

After discussing the options, the Board decided an easement use agreement rather than a license would be best in this situation. The agreement will be on next week's agenda.

Phone System Upgrade Discussion

Mr. Green

Cindy Criswell, Telecom Analyst, InterMountain Education Service District (IMESD)

Mr. Green explained the current phone system will reach its "end of life" on December 31, 2018.

This means the hardware will no longer be manufactured or supported, he said. He and Ms. Criswell outlined the options available to the County.

Commissioner Doherty moved to lease the NEC SV9100 phone system for 36 months, amount \$29,279.52, and authorize Chair Russell or the Administrator to sign the Black Box Network Services Statement of Work on behalf of the County. Commissioner Lindsay seconded. Unanimous approval.

Department Reports, continued

Administrator's Monthly Report

Mr. Green's report included a buildings update; a list of internal meetings he convened and external meetings he attended; and other projects of note.

Sheriff's Office Monthly Report

Administrative Lieutenant Melissa Ross

After a review of the written report, Chair Russell asked if the report could show activity for the month, as well as year-to-date and how it compares to the previous year. Lt. Ross said she would see if it can be accomplished manually or using software.

Finance Department Quarterly Report

Ms. Knop said her efforts in the last quarter focused on general ledger work, Long Range Planning, the recent audit, on-boarding of two new employees in Finance, and assisting with

Human Resource duties as needed. She also reported Staff Accountant Deanne Irving has been working closely with Treasurer Gayle Gutierrez on reconciliation of bank accounts.

Assessment & Tax Quarterly Report

Mike Gorman, Assessor/Tax Collector

Mr. Gorman's report included the "Morrow County Statement of Taxes 2018-19 for Taxing Districts" and the "2018 Top 20 Morrow County Tax Payers." Discussion then turned to the November 29th public auction of a County-owned property in Heppner and the possibility of an open house for potential bidders to view the property. Commissioner Lindsay and Mr. Gorman agreed to work together to make it happen, possibly on November 26th or 27th.

Treasurer's Monthly Report, continued

The Board reviewed the written report by Ms. Gutierrez in her absence.

Correspondence

- Oregon Department of Energy Public Notice of Wheatridge Wind Energy Facility Notice of Proposed Order on Request for Amendment 2

Commissioner Reports

- Commissioner Doherty discussed a meeting he attended with industry representatives and staff regarding transit funding. He mentioned an upcoming meeting with individuals who have successfully navigated the health care accreditation process.
- Commissioner Lindsay said she toured the roads in and around the Port of Morrow that might be turned over to the Port and the City of Boardman and said she has a much clearer picture of the request now. She also attended the County's Travel Policy TEAM meeting and commended Mr. Green for his "excellent approach" at the meeting.
- Chair Russell discussed an Association of Oregon Counties workshop next week during the annual conference in Eugene that he and Coos County Commissioner Melissa Cribbins will mediate. The topic is "Understanding the Implications of Carbon Policy in Oregon," he said. In discussing other meetings, Chair Russell said cultural issues are still holding up negotiations by the Columbia Development Authority relative to the handing over of the land formerly known as the Umatilla Chemical Weapons Depot. This time it's the State Historic Preservation Office that wants to preserve a mile long stretch that possibly could be a branch of the Oregon Trail, he explained.

Signing of documents

Adjourned: 12:15 p.m.

Morrow County Board of Commissioners Meeting Minutes
November 14, 2018
Bartholomew Building Upper Conference Room
And via telephone from the Association of Oregon Counties
Annual Conference in Eugene
Heppner, Oregon

Present via Telephone

Chair Don Russell
Commissioner Jim Doherty
Commissioner Melissa Lindsay
Darrell Green, Administrator
Justin Nelson, County Counsel

Present at the Bartholomew Building

Kate Knop, Finance Director
Roberta Lutcher, Executive Assistant

Call to Order: 8:48 a.m.

City and Citizen Comments: No comments

Open Agenda: No items

Consent Calendar

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

1. *Accounts Payable dated November 15th in the amount of \$544,789.27; November Retirement Taxes dated November 8th in the amount of \$907; Payroll Payables Monthlies dated October 31st in the amount of \$182,022.61*

Commissioner Lindsay seconded. Unanimous approval.

Business Items

Café Cultura Easement Use Agreement

Justin Nelson, County Counsel

The Use Agreement with Ivonne Navarro, doing business as Café Cultura, pertains to the use of the County's gravel driveway behind the building in Boardman that houses the Public Health Department, and offices for the Juvenile Director and Deputy District Attorney. The Agreement allows for the use of the driveway during business hours for customers using the drive-through window at Café Cultura. Mr. Nelson reviewed the conditions in the Agreement, particularly Section VIII – Use and Condition of Property; Maintenance and Repair. This section calls out Ms. Navarro's requirement to "maintain the gravel road in proper working order as required by the Morrow County Public Works Director or designee" and that "Café Cultura shall receive prior approval from the Morrow County Public Works Director or designee prior to performing any improvements or extensive repairs..." He also noted there is no money transfer, whatsoever.

Commissioner Doherty moved to approve the Use Agreement between Morrow County and Ivonne Navarro (DBA Café Cultura). Commissioner Lindsay seconded. Unanimous approval.

Resolution No. R-2018-28 – Redirecting Wolf Depredation Funds to Wallowa County

Commissioner Doherty

Mr. Nelson

Commissioner Doherty said as the liaison to the Wolf Depredation Advisory Committee, the members strive to sign-up livestock producers to implement non-lethal wolf deterrent methods. The funding the Committee receives can be used for costs associated with deterrent methods such as range riders, burying bone piles, and fladry (flags on fence lines). He explained the Committee has had one livestock producer take advantage of the funds and that was several years ago. The funds received in the other years have been returned to the State, he said. Recently, the State sent an email asking counties to consider returning unspent funds so they could be used by Wallowa County. They've experienced seven wolf depredations thus far in 2018, with more anticipated. Commissioner Doherty said the Morrow County Committee agreed it would be prudent to return its \$3,650 for use by Wallowa County.

Mr. Nelson discussed the Resolution and asked that a copy be included when the funds are returned to the State.

Commissioner Doherty moved to approve Resolution No. R-2018-28 – A Resolution Redirecting Wolf Depredation Funds to Wallowa County. Commissioner Lindsay seconded. Unanimous approval.

Department Reports – Written Only

The Commissioners noted the written reports submitted by the Planning Department and Veterans Services.

Correspondence

- Energy Facility Siting Council Meeting Notice and Agenda, Boardman City Hall, Friday, November 16th (includes an Action Item related to the Wheatridge Wind Energy Facility, Request for Amendment 3 of the Site Certificate)

Adjourned: 9:03 a.m.

Municipal Lease And Option Agreement

DATED: November 13, 2018

LESSOR: NEC FINANCIAL SERVICES, LLC
250 PEHLE AVENUE, SUITE 704
SADDLE BROOK, NJ 07663-5806

LESSEE: MORROW COUNTY GOVERNMENT
100 SOUTH COURT STREET
HEPPNER, OR 97836

Lessor agrees to lease to Lessee and Lessee agrees to lease from Lessor, the Equipment hereinafter described ("Equipment") in accordance with the following terms and conditions of this Municipal Lease and Option Agreement ("Agreement") which shall be governed by and construed in accordance with the laws of the state of the Equipment Location described below ("State").

DESCRIPTION OF EQUIPMENT

NEC SV9100 PHONE SYSTEM, together with all accessories, additions and attachments thereto, replacements and substitutions therefore and all proceeds thereof, now owned or hereinafter acquired.

LOCATION OF EQUIPMENT

100 SOUTH COURT STREET HEPPNER, OR 97836
110 N. COURT STREET HEPPNER, OR 97836
101 BOARDMAN AVENUE NW BOARDMAN, OR 97818
205 NE 3RD STREET IRRIGON, OR 97844
365 WEST HWY 74 LEXINGTON, OR 97839
325 WILLOW VIEW DRIVE HEPPNER, OR 97836

RENTAL PAYMENTS

Rental Payment Periods shall be monthly. Rental Payments shall be made in accordance with Section 6.02 and the Schedule of Rental Payments attached hereto as Exhibit A. The maximum Lease Term of this Agreement is 36 months. The first payment will be due on January 15, 2019.

ESSENTIAL USE CERTIFICATE

1. The Equipment will be used by the Lessee for the following governmental purpose of telecommunications.
2. The Equipment is essential for the functioning of the Lessee and is immediately needed by the Lessee. Such need is neither temporary nor expected to diminish during the Lease Term. The Equipment is expected to be used by the Lessee for a period in excess of the Lease Term.

TERMS AND CONDITIONS

THE TERMS AND CONDITIONS OF THIS AGREEMENT SET FORTH ON THESE 6 PAGES SHALL FOR ALL PURPOSES HAVE THE SAME EFFECT AS IF SET FORTH HERE.

IN WITNESS WHEREOF, Lessor and Lessee have caused this Agreement to be executed in their names by their duly authorized representatives as of the date written above.

(LESSOR)
NEC Financial Services, LLC

By: _____

Title: _____

(SEAL if applicable)

(LESSEE)
MORROW COUNTY GOVERNMENT

By: _____

Title: _____

ATTEST: _____

Title: _____

CERTIFICATE OF CLERK OR SECRETARY OF LESSEE

I, the undersigned, do hereby certify (i) that the officer of Lessee who executed the foregoing Agreement and all related documents on behalf of Lessee and whose genuine signature appears thereon, is the duly qualified and acting officer of Lessee as stated beneath his or her signature and has been authorized to execute the foregoing Agreement and all related documents on behalf of Lessee, and (ii) that the budget year of Lessee is from _____ to _____.

Dated: _____

By: _____

Title: _____

OPINION OF COUNSEL

With respect to that certain Municipal Lease and Option Agreement (the "Agreement") dated November 13, 2018 by and between Lessor and the Lessee, I am of the opinion that: (i) the Lessee is, within the meaning of Section 103 of the Internal Revenue Code of 1986, a State or fully constituted political subdivision or agency of the State of the Equipment Location described above; (ii) the execution, delivery and performance by the Lessee of the Agreement have been duly authorized by all necessary action on the part of the Lessee; and, (iii) the Agreement constitutes a legal, valid and binding obligation of the Lessee enforceable in accordance with its terms.

Printed Name: _____

Dated: _____

Address: _____

Signature: _____

Telephone No.: _____

**ARTICLE I
COVENANTS OF LESSEE**

Section 1.01. **Covenants of Lessee.** Lessee represents covenants and warrants, for the benefit of Lessor and its assignees, as follows:

- (a) Lessee is a public body, corporate and politic, duly organized and existing under the Constitution of the laws of the State.
- (b) Lessee will do or cause to be done all things necessary to preserve and keep in full force and effect its existence as a body corporate and politic.
- (c) Lessee is authorized under the Constitution and laws of the State to enter into this Agreement and the transaction contemplated hereby and to perform all of its obligations hereunder.
- (d) Lessee has been duly authorized to execute and deliver this Agreement by proper action and approval of its governing body at a meeting duly called, regularly convened and attended throughout by a requisite majority of the members thereof or by other appropriate official approval.
- (e) During the term of this Agreement, the Equipment will be used by Lessee only for the purpose of performing one or more governmental or proprietary functions of Lessee consistent with the permissible scope of Lessee's authority and will not be used in a trade or business of any person or entity other than Lessee.
- (f) During the period this Agreement is in force, Lessee will annually provide Lessor with current financial statements, budgets, proof of appropriation for the ensuing fiscal year and such other financial information relating to the ability of Lessee to continue this Agreement as may be reasonably requested by Lessor or its assignee.
- (g) The Equipment will have a useful life in the hands of Lessee that is substantially in excess of the Lease Term.
- (h) The Equipment is, and during the period this Agreement is in force will remain, personal property and, when subjected to use by Lessee under this Agreement, will not be or become fixtures.
- (i) Lessee will comply with all applicable provisions of the Code, including without limitation Sections 103 and 148 thereof, and the applicable regulations of the Treasury Department to maintain the exclusion of the interest components of Rental Payments from gross income for purposes of federal income taxation. Lessee will submit to the Secretary of the Treasury an information reporting statement, Form 8038G or 8038GC as applicable, at the time and in the form required by the Code and Regulations. In the event that Lessee should fail to perform its obligations under this Section (i) and the interest component of any Lease Payment received by Lessor should be determined to be includable in gross income of Lessor for federal income tax purposes, then Lessee shall pay to Lessor as additional rent hereunder such amount as is necessary to return to Lessor an after-tax yield equal to Lessor's tax-exempt yield with respect to such Rental Payment and to reimburse Lessor for all penalties, interest, costs, fees and administrative and other expenses (including reasonable legal fees) incurred with respect thereto.
- (j) *Initial if applicable* _____ / Lessee hereby designates the Agreement as a "qualified tax-exempt obligation" as defined in Section 265(b)(3)(B) of the Code. The aggregate face amount of all tax-exempt obligations (excluding private activity bonds other than qualified 501(c)(3) bonds) issued or to be issued by Lessee and all subordinate entities thereof during the Issuance Year is not reasonably expected to exceed \$10,000,000. Lessee and all subordinate entities thereof will not issue in excess of \$10,000,000 of qualified tax-exempt obligations (including the Agreement but excluding private activity bonds other than qualified 501 (c)(3) bonds) during the Issuance Year without first obtaining an opinion of nationally recognized counsel in the area of tax-exempt municipal obligations acceptable to Lessor that the designation of the Agreement as a "qualified tax-exempt obligation" will not be adversely affected.

(k) Upon request Lessee will, with reasonable promptness, provide Lessor with copies of Lessee's current year-end and quarterly financial statements (prepared in accordance with generally accepted accounting principles, consistently applied) in form and content

satisfactory to Lessor.

ARTICLE II DEFINITIONS

Section 2.01. **Definitions.** Unless the context clearly otherwise requires or unless otherwise defined herein, the capitalized terms in this Agreement shall have the respective meanings specified below.

"**Agreement**" means this Municipal Lease and Option Agreement with its Exhibits.

"**Code**" means the Internal Revenue Code of 1986, as amended, and to the extent applicable, the regulations and rulings issued thereunder.

"**Commencement Date**" is the date when the term of this Agreement begins and Lessee's obligation to pay rent accrues, which date shall be the date first above written.

"**Equipment**" means the property described and which is the subject of this Agreement.

"**Lease Term**" means the period beginning with the Commencement Date and continuing until terminated as outlined in Section 4.01.

"**Purchase Price**" means the amount set forth and so titled which Lessee may pay to Lessor to purchase the Equipment as provided under Section 10.01.

"**Rental Payments**" means the basic rental payments payable by Lessee pursuant to this Agreement.

"**Vendor**" means the manufacturer of the Equipment as well as the agents or dealers of the manufacturer.

ARTICLE III LEASE OF EQUIPMENT

Section 3.01. **Lease of Equipment.** Lessor hereby demises leases and lets to Lessee, and Lessee rents, leases and hires from Lessor, the Equipment, in accordance with the provisions of this Agreement, to have and to hold for the Lease Term.

ARTICLE IV LEASE TERM

Section 4.01. **Lease Term.** This Agreement shall be in effect and shall commence as of the Commencement Date and will remain in effect throughout the Lease Term. The Lease Term will terminate upon the first to occur of: (a) the exercise by Lessee of the option to purchase the Equipment under Articles X or VI; (b) Lessor's election to terminate this Agreement upon a default under Article XII; (c) the payment by Lessee of all sums required to be paid by Lessee hereunder; or (d) the occurrence of an Event of Nonappropriation in accordance with Article VI, Section 6.05.

ARTICLE V ENJOYMENT OF EQUIPMENT

Section 5.01. **Quiet Enjoyment.** Lessor hereby agrees not to interfere with Lessee's quiet use and enjoyment of the Equipment so long as Lessee is not in default hereunder.

Section 5.02. **Use of the Equipment.** Lessee will not install, use, operate or maintain the Equipment improperly, carelessly, in violation of any applicable law or in a manner contrary to that contemplated by this Agreement.

Section 5.03. **Right of Inspection.** During the Lease Term, the Lessor and its officers, employees and agents shall have the right at all reasonable times during business hours to enter into and upon the property of the Lessee for the purpose of inspecting the Equipment.

Section 5.04. **Disclaimer of Warranties.** Lessee's warranties are contained in the agreement between the manufacturer and MORROW COUNTY GOVERNMENT . LESSOR AND/OR LESSOR'S ASSIGNEE (S) MAKES NO WARRANTY NOR REPRESENTATION, EITHER EXPRESSED OR IMPLIED, AS TO THE VALUE, DESIGN, CONDITION, MERCHANTABILITY OR FITNESS FOR PARTICULAR PURPOSE OR FITNESS FOR USE OF THE EQUIPMENT, OR ANY OTHER WARRANTY WITH RESPECT THERETO AND, AS TO THE LESSOR AND/OR LESSOR'S ASSIGNEE (S), THE LESSEE LEASES THE EQUIPMENT "AS IS". In no event shall the Lessor and/or Lessor's Assignee(s) be liable for any loss or damage, including incidental, indirect, special or consequential damage, in connection with or arising out of this Agreement or the existence, furnishing, functioning or the Lessee's use of any items or products or services provided for in this Agreement.

Section 5.05. **Vendors Warranties.** Lessee may assert claims and rights that the Lessor may have against any Vendor of any portion of the Equipment.

ARTICLE VI RENTAL PAYMENTS

Section 6.01. **Rental Payments to Constitute a Current Expense of Lessee.** The obligation of the Lessee to pay Rental Payments to Lessor due and owing during the current fiscal year of the Lessee under this Agreement is a current expense of the Lessee and not a debt of the Lessee in contravention of any applicable limitations or requirements. Obligations becoming due and owing in subsequent fiscal years of the Lessee for the fiscal year during which they are incurred, but shall not be current expenses of the Lessee during the current fiscal year in which this Agreement is executed. Nothing contained herein shall constitute a pledge of the general tax revenues, funds or moneys of the Lessee.

Section 6.02. **Rental Payments.** Lessee shall pay Rental Payments from legally available funds, in lawful money of the United States of America to Lessor, in the amounts and on the payment dates set forth on the Payment Schedule attached hereto as Exhibit A. If we do not receive any Rental Payment or any other amount due from you when due, you agree to pay us a late charge equal to Twenty Five Dollars (\$25.00) or ten percent (10%) of the amount not paid on time for each month payment is not received by us, whichever amount is higher. If we are not legally permitted to charge this amount, you agree to pay us the maximum amount permitted by law.

Section 6.03. **Rental Payments to be Unconditional.** The obligations of Lessee to make Rental Payments, and to perform and observe the covenants and agreements contained herein, shall be absolute and unconditional in all events, including the discontinuance of any grant moneys expected by Lessee, except as expressly provided under this Agreement, notwithstanding any dispute between Lessee and Lessor, any Vendor or any other person. Lessee shall not assert any right of set-off or counterclaim against its obligation to make payments under this Agreement.

Section 6.04. **Continuation of Lease Term by Lessee.** Lessee intends to do all things lawfully within its power to obtain and maintain funds from which the Rental Payments may be made.

Section 6.05. **Nonappropriation.** If (a) sufficient funds are not appropriated for Rental Payments due in any fiscal year and (b) the Lessee shall have at such time no funds duly authorized for the Rental Payments or other amounts payable hereunder from other sources, an Event of Nonappropriation shall be deemed to have occurred. The Lessee shall promptly deliver notice thereof to the Lessor. Upon the occurrence of an Event of Nonappropriation, the Lessee agrees that the Lessor may reclaim possession of the Equipment. Lessee agrees peaceably to deliver the Equipment and title thereto to Lessor at a reasonable location specified by Lessor, all at Lessee's expense.

Section 6.06. **Nonsubstitution.** If an Event of Nonappropriation occurs, the Lessee hereby agrees, to the extent permitted by law and subject to applicable public policy, not to purchase, lease, or rent equipment performing functions similar to those performed by the Equipment for the remainder of the then current fiscal year of the Lessee.

ARTICLE VII TITLE TO EQUIPMENT; SECURITY INTEREST

Section 7.01. **Title to the Equipment.** During the term of this Agreement, title to the Equipment shall vest in Lessee, subject to Lessor's rights upon an Event of Default or an Event of Nonappropriation.

Section 7.02. **Security Interest.** To secure payment and performance of all indebtedness, liabilities and obligations due and/or owing by Lessee to Lessor (each an "Obligation", collectively the "Obligations"), whether now or hereafter existing, arising, under the Agreement, any Schedule, and/or all agreements, guaranties, instruments, or other documents executed in favor of and/or delivered to Lessor, Lessee hereby grants, transfers and, assigns to Lessor a security interest in the Equipment, together with all accessories, attachments and accessions now or hereafter affixed thereto, and all substitution and replacements of, and all proceeds of the foregoing. Lessor's security interest in or title to the Equipment, whether now or hereafter acquired, shall not be released until all the Obligations have been paid in full. Lessee will cooperate fully with Lessor (or any assignee of Lessor pursuant to Section 11.01) for the purpose of carrying out the intent and purposes hereof and to protect the interests of Lessor in the Equipment, this Lease and the sums due and to become due under and in connection with this Lease, including, without limitation, the execution of all Uniform Commercial Code financing statements requested by Lessor. Lessor is hereby authorized, to the extent permitted by applicable law, to file one or more Uniform Commercial Code financing statements, whether precautionary or otherwise, as appropriate, disclosing Lessor's interest in the Equipment, this Lease, the sums due under and/or in connection with this Lease and in any and all other collateral which secures Lessee's obligations to Lessor, without the signature of Lessee or signed by Lessor as Attorney-in Fact for Lessee. Lessee hereby irrevocably appoints Lessor (and any of Lessor's officers, employees or agents designated by Lessor) as Lessee's agent and Attorney-in-Fact, coupled with an interest, to do all things necessary to carry out the intent of this paragraph, including, without limitation, the execution and filing of all Uniform Commercial Code financing statements.

Section 7.03. **Liens and Encumbrances to Title.** Lessee shall promptly discharge any liens placed on the Equipment other than those created by Lessor.

ARTICLE VIII MAINTENANCE; MODIFICATION; TAXES; INSURANCE AND OTHER CHARGES

Section 8.01. **Maintenance of Equipment by Lessee.** Lessee will, at Lessee's own cost and expense, maintain, preserve and keep the Equipment in good repair, working order and condition.

Section 8.02. **Taxes, Other Governmental Charges and Utility Charges.** In the event that the use, possession or acquisition of the Equipment is found to be subject to taxation in any form (except for income taxes of Lessor), government charges or utility charges and expenses, Lessee will pay all such taxes and charges as they come due. Lessee agrees to pay Lessor a documentation fee of \$150.00 to cover Lessor's expense in processing this Lease and credit application.

Section 8.03. **Provisions Regarding Insurance.** At its own expense, Lessee shall maintain (a) casualty insurance insuring the Equipment against loss or damage by fire and all other risks covered by the standard extended coverage endorsement then in use in the State and any other risks reasonably required by Lessor in an amount at least equal to the then applicable Purchase Price of the Equipment, (b) liability insurance that protects Lessor from liability in all events in form and amount satisfactory to Lessor, and (c) workers' compensation coverage as required by the laws of the State; provided that, with Lessor's prior written consent, Lessee may self-insure against the risks described in clauses (a) and (b). All insurance proceeds from casualty losses shall be payable as hereinafter provided. Lessee shall furnish to Lessor certificates evidencing such coverage throughout the Lease Term. All such casualty and liability insurance shall be with insurers that are acceptable to Lessor, shall name Lessee and Lessor as insureds and shall contain a provision to the effect that such insurance shall not be canceled or modified materially without first giving written notice thereof to Lessor at least thirty days in advance of such cancellation or modification. All such casualty insurance shall contain a provision making any losses payable to Lessee and Lessor, as their respective interests may appear.

Section 8.04. **Advances.** In the event Lessee shall fail to maintain the full insurance coverage required by this Agreement or shall fail to keep the Equipment in good repair and operating condition, Lessor may (but shall be under no obligation) to purchase the required policies of insurance and pay the premiums on the same or may make such repairs or replacements as are necessary and provide for payment thereof; and all amounts so advanced therefor by Lessor shall be repaid to Lessor, together with interest thereon at the rate specified hereafter.

Section 8.05. **Modifications.** Without the prior written consent of the Lessor, the Lessee shall not make any material alterations, modifications or attachments to the Equipment.

**ARTICLE IX
DAMAGE, DESTRUCTION AND CONDEMNATION; USE OF NET PROCEEDS**

Section 9.01. **Damage, Destruction and Condemnation.** If (a) the Equipment or any portion thereof is destroyed (in whole or in part) or is damaged by fire or other casualty or (b) title to, or the temporary use of the Equipment or any part thereof is taken under the exercise of the power of eminent domain, Lessee and Lessor will cause the Net Proceeds of any insurance claim or condemnation award to be applied either to the prompt repair, restoration, modification or replacement of the Equipment or, at Lessee's option, to the payment in full of the Purchase Price. Any balance of the Net Proceeds remaining after such work or purchase has been completed shall be paid to Lessee.

For purposes of Article VIII, Section 8.03, and this Article IX, the term "Net Proceeds" shall mean the amount remaining from the gross proceeds of any insurance claim or condemnation award after deducting all expenses (including attorney's fees) incurred in the collection of such claims or award.

Section 9.02. **Insufficiency of Net Proceeds.** If the Net Proceeds are insufficient to pay in full the cost of any repair, restoration, modification or replacement, Lessee, in their sole opinion, shall either (a) complete the work and pay any cost in excess of the amount of Net Proceeds, or (b) Lessee shall pay to Lessor the Purchase Price. The amount of the Net Proceeds in excess of the then applicable Purchase Price, if any, may be retained by Lessee.

**ARTICLE X
OPTION TO PURCHASE**

Section 10.01. **Purchase Rights.** Lessee shall be entitled to purchase the Equipment:

- (a) Upon payment in full of all Rental Payments due hereunder and all other amounts due hereunder; or
- (b) Provided there is no Event of Default hereunder and upon written notice delivered at least 30 days in advance, Lessee may purchase the Equipment on any rental payment date by paying to Lessor the Rental Payment then due, together with the applicable Purchase Price along with all other amounts then due hereunder.

**ARTICLE XI
ASSIGNMENT, SUBLEASING, INDEMNIFICATION, MORTGAGING AND SELLING**

Section 11.01. **Assignment or Sale by Lessor.**

(a) This Agreement, and the obligations of Lessee to make payments hereunder, may be sold, assigned or otherwise disposed of in whole or in part to one or more successors, grantors, holders, assignees or subassignees by Lessor. Upon any sale, disposition, assignment or reassignment, Lessee shall be provided with a notice of said assignment. During the term of this Agreement, Lessee shall each keep a complete and accurate register of all such assignments in form necessary to comply with Section 149(a) of the Code.

(b) Lessee agrees to make all payments to the assignee designated in the assignment, notwithstanding any claim, defense, setoff or counterclaim whatsoever (except arising from Lessor's breach of this Agreement) that Lessee may from time to time have against Lessor or Vendor. Lessee agrees to execute all documents, including notices of assignment and chattel mortgages or financing statements, which may be reasonably requested by Lessor or assignee to protect its interests in the Equipment and in this Agreement.

(c) Lessee hereby agrees that Lessor may sell or offer to sell this Agreement (i) through a certificate of participation program, whereby two or more interests are created in the Agreement, the Equipment or the Rental Payments; or (ii) with other similar instruments, agreements and obligations through a pool, trust, limited partnership, or other entity.

Section 11.02. **No Sale, Assignment or Subleasing by Lessee.** This Agreement and the interest of Lessee in the Equipment may not be sold, assigned or encumbered by Lessee without the prior written consent of Lessor.

Section 11.03. **Release and Indemnification Covenants.** To the extent permitted by the laws and Constitution of the State of «CUSTSTATE», as they exist on the date of the execution of this Agreement, Lessee shall protect, hold harmless and indemnify Lessor from and against any and all liability, obligations, losses, claims, and damages whatsoever, caused by or resulting from the acts or omissions of the Lessee, its agents, employees and representatives pursuant to this Agreement. Lessor shall protect, hold harmless and indemnify Lessee from and against any and all liability, obligations, losses, claims and damages whatsoever, caused by or resulting from the acts or omissions of the Lessor, its agents, employees and representatives pursuant to this Agreement. The indemnification arising under this paragraph shall survive the termination of this Agreement.

**ARTICLE XII
EVENTS OF DEFAULT AND REMEDIES**

Section 12.01. **Events of Default.** The following constitute "Events of Default" under this Agreement:

- (a) Failure by the Lessee to pay any Rental Payment or other payment required to be paid hereunder or any Obligation when due;
- or
- (b) Failure by the Lessee to maintain insurance on the Equipment in accordance with Article VIII Section 8.03 hereof; or
 - (c) Failure by the Lessee to observe and perform any other covenant, condition or agreement on its part to be observed or performed hereunder or under any Obligation for a period of 30 days after written notice is given to the Lessee by the Lessor, specifying such failure and requesting that it be remedied; provided, however, that if the failure stated in such notice cannot be corrected within such 30-day period, the Lessor will not unreasonably withhold its consent to an extension of such time if corrective action is instituted by the Lessee within the applicable period and diligently pursued until the default is corrected; or
 - (d) Initiation by the Lessee of a proceeding under any federal or state bankruptcy or insolvency law seeking relief under such laws concerning its indebtedness.

A default under any Obligation shall be deemed a default under each and every other Obligation.

The foregoing provisions of this Section are subject to the provisions of Article VI, Section 6.05, hereof.

Section 12.02. **Remedies On Default.** Whenever any Event of Default shall have occurred and be continuing, the Lessor shall have the right, at its sole option without any further demand or notice, to take any one or any combination of the following remedial steps:

- (a) Terminate this Agreement and retake possession of the Equipment wherever situated, and sell or lease, sublease or make other

disposition of the Equipment for use over a term in a commercially reasonable manner, all for the account of Lessor; provided that Lessee shall remain directly liable for the amount actually appropriated for the purchase or rental of the Equipment and unpaid by Lessee during the current fiscal year.

Lessor shall apply the sale proceeds in the following manner:

FIRSTLY, to pay all proper and reasonable costs and expenses associated with the recovery, repair, storage and sale of the Equipment, including reasonable attorneys' fees and expenses;

SECONDLY, to pay the Lessor (i) the amount of all unpaid Rental Payments, if any, which are then due and owing, together with interest and late charges thereon, (ii) the then applicable Purchase Price (taking into account the payment of past due Rental Payments as aforesaid), plus a pro rata allocation of interest, at the rate utilized to establish the interest component for the Rental Payment next due, from the next preceding due date of a Rental Payment until the date of payment by the buyer, and (iii) any other amounts due hereunder;

THIRDLY, to pay the remainder of the sale proceeds purchase moneys or other amounts paid by a buyer of the Equipment, to the Lessee.

(b) Proceed by appropriate court action to enforce performance by the Lessee of the applicable covenants of this Agreement or to recover for the breach thereof; or

(c) Use or retake such portion of the Equipment as the Lessor, in its sole discretion, may decide.

All of the Lessee's right, title and interest in any Equipment the possession of which is retaken by the Lessor upon the occurrence of an Event of Default or Event of Nonappropriation shall terminate immediately upon such repossession.

Section 12.03. **Return of Equipment.** Upon an Event of Default, Lessee agrees to allow Lessor to recover the Equipment at Lessee's sole cost and expense, in accordance with Article VI, Section 6.05.

Section 12.04. **No Remedy Exclusive.** No remedy herein conferred upon or reserved to the Lessor is intended to be exclusive and every such remedy shall be cumulative and shall be in addition to every other remedy given under this Agreement or now or hereafter existing at law or in equity.

Section 12.05. **Force Majeure.** If by reason of force majeure Lessee is unable in whole or in part to carry out its agreement on its part herein contained, other than the obligations on the part of Lessee contained in Article VI and Article VIII Section 8.03 hereof, Lessee shall not be deemed in default during the continuance of such inability. The term "force majeure" as used herein shall mean, without limitation, the following: acts of God, strikes, lockouts or other industrial disturbances; act of public enemies, orders or restraints of any kind of the government of the United States of America or the State or any of their departments, agencies or officials, or any civil or military authority; insurrections; riots; landslides; earthquakes; fires; storms; droughts; floods; or explosions.

ARTICLE XIII MISCELLANEOUS

Section 13.01. **Notices.** All notices, certificates or other communications hereunder shall be sufficiently given and shall be deemed given when delivered or mailed by registered mail, postage prepaid, to the parties at the addresses set forth on the first page hereof.

Section 13.02. **Binding Effect.** This Agreement shall inure to the benefit of and shall be binding upon Lessor and Lessee and their respective successors and assigns.

Section 13.03. **Severability.** In the event any provision of this Agreement shall be held invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision hereof.

Section 13.04. **Amendments.** All amendments hereto must be in writing.

Section 13.05. **Execution in Counterparts.** This Agreement may be executed in several counterparts.

Section 13.06. **Applicable Law.** This Agreement shall be governed by and construed in accordance with the laws of the State of «CUSTSTATE».

Section 13.07. **Captions.** The captions or heading in the Agreement are for convenience only and no way define, limit or describe the scope or intent of any provisions or sections of this Agreement.

Section 13.08. **Entire Agreement.** This Agreement constitutes the entire agreement between Lessor and Lessee. No waiver, consent, modification or change of terms of this Agreement shall bind either party unless in writing signed by both parties, and then such waiver, consent, modification or change shall be effective only in the specific instance and for the specific purpose given. There are no understandings, agreements, representations or warranties, express or implied, not specified herein regarding this Agreement or the Equipment leased hereunder. Any terms and conditions of any purchase order or other document (with the exception of Supplements) submitted by Lessee 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 Lessor and will not apply to this Agreement. Lessee by the signature on Page 1 of its authorized representative acknowledges that it has read this Agreement understands it and agrees to be bound by its terms and conditions. A copy or copies of this Agreement and related documents with facsimile signatures may be treated as originals and shall be admissible as evidence. It is agreed by Lessee and Lessor that, notwithstanding the use herein of the words "writing," "execution," "signed," "signature," or other words of similar import, Lessee and Lessor intend that the use of electronic signatures and the keeping of records in electronic form be granted the same legal effect, validity or enforceability as a signature affixed by hand or the use of a paper-based record keeping system (as the case might be) to the extent and as provided for in any applicable law including the Federal Electronic Signatures in Global and National Commerce Act, the New Jersey State Electronic Signatures and Records Act, or any other similar state laws based on the Uniform Electronic Transactions Act. This Agreement may be executed electronically through an electronic acceptance and acknowledgement in an electronic workspace designed for that purpose, which acceptance and acknowledgement shall have the same legal effect, validity and enforceability as signature affixed by hand.

EXHIBIT A
SCHEDULE OF PAYMENTS

Pmt #	Payment Date	Principal Balance	Total Payment	Interest Portion	Principal Portion	Purchase Price
0		26,219.36				
1		25,565.80	813.32	159.76	653.56	30,938.84
2		24,908.25	813.32	155.78	657.54	30,167.64
3		24,246.70	813.32	151.77	661.55	29,391.74
4		23,581.12	813.32	147.74	665.58	28,611.11
5		22,911.48	813.32	143.68	669.64	27,825.72
6		22,237.76	813.32	139.60	673.72	27,035.55
7		21,559.94	813.32	135.50	677.82	26,240.56
8		20,877.99	813.32	131.37	681.95	25,440.73
9		20,191.88	813.32	127.21	686.11	24,636.03
10		19,501.59	813.32	123.03	690.29	23,826.42
11		18,807.10	813.32	118.83	694.49	23,011.88
12		18,108.37	813.32	114.59	698.73	22,192.37
13		17,405.39	813.32	110.34	702.98	21,367.88
14		16,698.12	813.32	106.05	707.27	20,538.36
15		15,986.54	813.32	101.74	711.58	19,703.78
16		15,270.63	813.32	97.41	715.91	18,864.12
17		14,550.36	813.32	93.05	720.27	18,019.35
18		13,825.69	813.32	88.66	724.66	17,169.42
19		13,096.62	813.32	84.24	729.08	16,314.32
20		12,363.09	813.32	79.80	733.52	15,454.01
21		11,625.10	813.32	75.33	737.99	14,588.45
22		10,882.62	813.32	70.83	742.49	13,717.62
23		10,135.61	813.32	66.31	747.01	12,841.49
24		9,384.04	813.32	61.76	751.56	11,960.02
25		8,627.90	813.32	57.18	756.14	11,073.17
26		7,867.15	813.32	52.57	760.75	10,180.92
27		7,101.77	813.32	47.94	765.38	9,283.24
28		6,331.72	813.32	43.27	770.05	8,380.09
29		5,556.98	813.32	38.58	774.74	7,471.43
30		4,777.52	813.32	33.86	779.46	6,557.24
31		3,993.31	813.32	29.11	784.21	5,637.47
32		3,204.32	813.32	24.33	788.99	4,712.11
33		2,410.53	813.32	19.52	793.80	3,781.10
34		1,611.89	813.32	14.69	798.63	2,844.42
35		808.39	813.32	9.82	803.50	1,902.03
36		0.00	813.32	4.93	808.39	953.91
TOTAL			29,279.52	3,060.16	26,219.36	

Lessee: MORROW COUNTY GOVERNMENT

By: _____

Date: _____

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

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

Refund due to double payment of taxes. Current policy refunds over \$2500.00 require BOC approval.

2. FISCAL IMPACT:

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

Approve & Sign

Attach additional background documentation as needed.

**APPLICATION FOR REFUND
MORROW COUNTY, OREGON**

**No. 18-41
Tax Year 2018-19
Acct. # 11921**

Refund to :

Lereta LLC
Attn: Central Refunds
1123 Parkview Drive
Covina, CA 91724

Tax Payer:

Lereta Tax Service
Hiram Seth and Megan Whitmer (owners)

Receipt # 254039, 255517

Date paid 10/29/2018, 11/13/2018

Int. date

Original Tax	Tax Credit	Disc/Int. Pd	Actual Paid	Revised Tax	Rev Dis/Int	Net Revised	Tax Diff.	Int/Dis Diff	Tax Refund	Ref. Int.	Total Refund
4,798.70	9,453.44	-143.96	9,309.48	4,798.70	-143.96	4,654.74	0.00	0.00	4,654.74	0.00	4,654.74

Reason: Paid by Owner and Tax Service

Approved: _____ 2018

Commissioner

699-699-5-70-7075

Michael Gorman, Tax Collector

Commissioner

Date _____

Commissioner

AGENDA ITEM COVER SHEET

Morrow County Board of Commissioners

(Page 2 of 2)

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

Planning Department staff are facilitating discussion with the Planning Commission concerning impacts from renewable energy development. This Scope of Work brings Kerrie Standlee, Acoustical Engineer, to Morrow County to engage in a discussion with the Planning Commission, Planning staff, and other interested parties concerning wind energy modeling and noise impacts.

2. FISCAL IMPACT:

The Scope of Work has a 'not to exceed' clause of \$4,000. Targeted funds for this activity is the encumbered portion of the Building Permit Fund for planning updates.

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

If not approved as part of the Consent Agenda the following would be the suggested motion:

I move approval of the Wind Noise Proposal between Morrow County and ABD Engineering & Design and authorize Don Russell to sign on behalf of Morrow County.

Attach additional background documentation as needed.

Acoustical Engineering Proposal: P-2448

To: Carla McLane
Morrow County
Irrigon Annex 205 N.E. Third St.
Irrigon, OR 97844
cmclane@co.morrow.or.us | (541) 922-4624

Re: Morrow County - Board of Commissioners - Wind Noise Proposal

The Scope of Services below is to provide consulting services in the form of an informal class for the Morrow County Planning Commission. Meetings may be held at one of two locations: Morrow County Bartholomew Building, 110 North Court Street, Heppner, Oregon 97836 or Port of Morrow Riverfront Center, 2 Marine Drive, Boardman, Oregon 97818. Any services beyond this will be treated as an additional service, if requested by you.

Scope of Services

1. Receive and review existing renewable energy regulations (to be provided by you).
2. Communicate with you by teleconference to schedule the date and location of the meeting and class.
3. Meet with the Morrow County Planning Commission at one of the sites listed above on one occasion to conduct an informational presentation regarding wind and noise, and provide appropriate documentation or links referenced in the class.
 - It is your responsibility to take any notes for your own use. Written reports, memos, or email answers to questions are not included in this scope.

Compensation

ABD Engineering & Design offers to undertake the work as previously outlined in the Scope of Services on an **hourly time plus expenses basis, up to: \$4,000**. Consulting services to be performed by Kerrie Standlee, PE at his standard hourly rate of \$190/hour plus expenses. ABD will notify you when the maximum services have been reached, and will not proceed without a written addendum to this agreement.

Authorization and Acceptance

Please sign below to indicate authorization to proceed and acceptance of the terms and conditions.
Return to: **Brian Atkinson, Client Development Manager: client@abdengineering.com.**

Client (Print Entity Name): Morrow County

Approved by (Print Name): _____

Approved by (Signature): _____

Date: _____

Mark Behr

COO of ABD Engineering & Design

11-08-2018

Terms And Conditions, and Hourly Rates

Your signature accepts the terms and conditions of this agreement:

<https://www.abdengineering.com/terms-and-conditions/>

Terms and Conditions

Rate Schedule

Our rates, effective January 1, 2018, are:

- Personnel: Hourly Rates (USD)
- Principal Consultants: \$190/hr
- Department Managers: \$175/hr
- Senior Engineers: \$175/hr
- Senior Consultants: \$170/hr
- Consultants: \$150/hr
- Junior Consultants: \$130/hr
- Architectural Production: \$100/hr
- Support Personnel: \$60/hr

Terms and Conditions

1. Services not set forth in the Scope of Services are specifically excluded from the scope of the Consultant's services, including but not limited to multiple bid packages, integrated project delivery, additional project phases, project management, value engineering, and redesigns. The Consultant assumes no responsibility to perform any services not specifically listed in the Scope of Services.
2. Offers are valid for 60 days from the date of proposal issue.
3. Fees are invoiced monthly in USD based on the hours accrued (for hourly projects) or with the amount based on the percentage of ABD Engineering and Design Scope-of-Work which has been completed (for fixed fee projects).
4. Accounts are payable in USD upon receipt of invoice. Interest of 1.5% per month will be charged on accounts overdue 30 days or more. Accounts overdue 120 days or more may be sold to a collection agency.
5. Where ABD Engineering and Design, Inc. is retained as a sub-consultant by a prime consultant (i.e., where the prime consultant signs the acceptance copy of the ABD Engineering and Design's proposal) the prime consultant accepts full responsibility for timely payment of Acoustics By Design's invoices.

6. Where a fee retainer has been requested, that retainer shall be received before any work is undertaken on the project. The retainer will be applied to the final invoice for the project.
7. Any project extensions which result in the date of project phase completions being later than the dates established in the Proposal may necessitate a negotiated increase in the consulting fee.
8. When entry to property is required for ABD Engineering and Design, Inc. to perform its services, the Client agrees to obtain legal right-of-entry on the property.
9. All reports, notes, drawings, specifications, data, calculations, and other documents, including those in electronic form, prepared by ABD Engineering and Design, Inc. are instruments of ABD Engineering and Design, Inc.'s service that shall remain ABD Engineering and Design, Inc.'s property. The Client agrees not to use ABD Engineering and Design, Inc.-generated documents for marketing purposes, for projects other than the project for which the documents were prepared by ABD Engineering and Design, Inc. or for future modifications to this project, without ABD Engineering and Design, Inc.'s express written permission.
10. Any reuse or distribution to third parties without such express written permission or project-specific adaptation by ABD Engineering and Design, Inc. will be at the Client's sole risk and without liability to ABD Engineering and Design, Inc. or its employees, subsidiaries, independent professional associates, sub-consultants, and subcontractors. Client shall, to the fullest extent permitted by law, defend, indemnify, and hold harmless ABD Engineering and Design, Inc. from and against any and all costs, expenses, fees, losses, claims, demands, liabilities, suits, actions, and damages whatsoever arising out of or resulting from such unauthorized reuse or distribution.
11. The scope of ABD Engineering and Design, Inc.'s services for this Agreement does not include any responsibility for detection, remediation, accidental release, or services relating to waste, oil, asbestos, lead, or other hazardous materials, as defined by Federal, State, and local laws or regulations.
12. If ABD Engineering and Design, Inc. performs any services during the construction phase of the project, ABD Engineering and Design, Inc. shall not supervise, direct, or have control over Contractor's work. ABD Engineering and Design, Inc. shall not have authority over or responsibility for the construction means, methods, techniques, sequences or procedures or for safety precautions and programs in connection with the work of the Contractor. ABD Engineering and Design, Inc. does not guarantee the performance of the construction contract by the Contractor and does not assume responsibility for the Contractor's failure to furnish and perform its work in accordance with the Contract Documents.
13. It is understood and agreed that if you do not accept an available Construction Administration phase of the Scope of Services, that you are therefore declining the portion of the Scope of

Services under this Agreement regarding construction site visits, project observation or review of the construction performance, or any other construction phase services, and that such services will be provided for by you. You assume all responsibility for interpretation of our reports and construction documents, and for construction observation, and the you waive any claims against ABD Engineering and Design, Inc. that may be in any way connected thereto. In addition, you agree, to the fullest extent permitted by law, to indemnify and hold harmless ABD Engineering and Design, Inc., its officers, directors, employees and subconsultants (collectively, Consultant) against all damages, liabilities or costs, including reasonable attorneys' fees and defense costs, arising out of or in any way connected with the performance of such services by other persons or entities and from any and all claims arising from modifications, clarifications, interpretations, adjustments or changes made to the reports and construction documents to reflect changed field or other conditions, except for claims arising from the sole negligence or willful misconduct of the Consultant.

14. ABD Engineering and Design, Inc. and its employees, subsidiaries, independent professional associates, sub-consultants, and subcontractors will exercise that degree of care and skill ordinarily practiced under similar circumstances by design professionals providing similar services. Client agrees that services provided will be rendered without any warranty, express or implied.
Acoustics By Design, Inc. shall exercise usual and customary professional care in its efforts to comply with applicable codes, regulations, laws, rules, ordinances, and such other requirements in effect as of the date of execution of this Agreement.
15. When required as part of its work, ABD Engineering and Design, Inc. will furnish opinions of probable cost, but does not guarantee the accuracy of such estimates. Opinions of probable cost, financial evaluations, feasibility studies, economic analyses of alternate solutions, and utilitarian considerations of operations and maintenance costs prepared by Acoustics By Design, Inc. hereunder will be made on the basis of ABD Engineering and Design, Inc.'s experience and qualifications and will represent Acoustics By Design, Inc.'s judgment as an experienced and qualified design professional. However, users of the probable cost opinions must recognize that ABD Engineering and Design, Inc.. does not have control over the cost of labor, material, equipment, or services furnished by others or over market conditions or contractors' methods of determining prices or performing the work.
16. The Client may, at any time, by written notice, suspend further work by ABD Engineering and Design, Inc. The Client shall remain liable for, and shall promptly pay ABD Engineering and Design, Inc. for all services rendered to the date of suspension of services, plus suspension charges, which shall include the cost of assembling documents, personnel and equipment, rescheduling or reassignment, and commitments made to others on Client's behalf.

If Client does not pay invoices within thirty (30) days of submission of invoice, ABD Engineering

and Design, Inc. may, upon written notice to the Client, suspend further work until payments are brought current. The Client agrees to indemnify and hold ABD Engineering and Design, Inc. harmless from any claim or liability resulting from such suspension.

17. ABD Engineering and Design, Inc. carries professional liability coverage with a per claim limit of \$2,000,000 and an annual aggregate claim limit of \$2,000,000. Client hereby agrees that to the fullest extent permitted by law, ABD Engineering and Design, Inc.'s total liability to Client for any and all injuries, claims losses, expenses or damages whatsoever arising out of or in any way related to the project or this Agreement from any cause or causes including but not limited to ABD Engineering and Design, Inc.'s negligence, errors, omissions, strict liability, breach of contract or breach of warranty (hereafter "Client's claims") shall not exceed the compensation paid to ABD Engineering and Design, Inc. under this Agreement.
18. ABD Engineering and Design, Inc. agrees, to the fullest extent permitted by law, to indemnify and hold harmless the Client, its officers, directors and employees (collectively, Client) against all damages, liabilities or costs, to the extent caused by ABD Engineering and Design, Inc.'s negligent performance of professional services under this Agreement and that of its sub-consultants or anyone for whom ABD Engineering and Design, Inc. is legally liable. The Client agrees, to the fullest extent permitted by law, to indemnify and hold harmless ABD Engineering and Design, Inc., its officers, directors, employees and sub-consultants (collectively, Consultant) against all damages, liabilities or costs, to the extent caused by the Client's negligent acts in connection with the Project and the acts of its contractors, subcontractors or consultants or anyone for whom the Client is legally liable. Neither the Client nor ABD Engineering and Design, Inc. shall be obligated to indemnify the other party in any manner whatsoever for the other party's own negligence.
19. Neither the Client nor ABD Engineering and Design, Inc. shall be liable to the other or shall make any claim for any incidental, indirect or consequential damages arising out of, or connected in any way to the Project or this Agreement. This mutual waiver includes, but is not limited to, damages related to loss of use, loss of profits, loss of income, loss of reputation, unrealized savings or diminution of property value and shall apply to any cause of action including negligence, strict liability, breach of contract and breach of warranty.
20. This assignment may involve parties with adverse interests to clients with whom ABD Engineering and Design, Inc. has current or past relationships. It is ABD Engineering and Design, Inc.'s policy to make reasonable attempts to identify such relationships prior to acceptance of a professional assignment, but ABD Engineering and Design, Inc. cannot assure that conflicts or perceived conflicts will not arise, and ABD Engineering and Design, Inc. does not accept responsibility for such occurrences.

21. Client agrees to allow ABD Engineering and Design, Inc. to refer to this work, including project name, project description, and Client name, in future corporate marketing communications. Client agrees to allow ABD Engineering and Design, Inc. to publish and present in technical proceedings, technical journals, or trade publications, aspects of this project related to the work performed on the project by ABD Engineering and Design, Inc.
22. If, during the term of this Agreement, circumstances or conditions that were not originally contemplated by or known to ABD Engineering and Design, Inc. are revealed, to the extent that they affect the scope of services, compensation, schedule, allocation of risks or other material terms of this Agreement, ABD Engineering and Design, Inc. may call for renegotiation of appropriate portions of this Agreement. ABD Engineering and Design, Inc. shall notify the Client of the changed conditions necessitating renegotiation, and ABD Engineering and Design, Inc. and the Client shall promptly and in good faith enter into renegotiation of this Agreement to address the changed conditions. If terms cannot be agreed to, the parties agree that either party has the absolute right to terminate this Agreement.
23. This Agreement is entered into in the State of Michigan and shall be construed and interpreted in accordance with the laws of the State of Michigan and applicable Federal laws.
24. In the event any of these Terms and Conditions are found to be illegal or otherwise unenforceable, the unenforceable Term(s) or Condition(s) will be stricken. Striking such a Term or Condition shall have no effect on the enforceability of the remaining Terms and Conditions and those remaining Terms and Conditions shall continue in full force and effect as if the unenforceable Terms and Conditions were never included in the Agreement.
25. The Client agrees to submit all claims and disputes arising out of this Agreement to non-binding mediation prior to the initiation of legal proceedings. This provision shall survive completion or termination of this Agreement; however, neither party shall seek mediation of any claim or dispute arising out of this Agreement beyond the period of time that would bar the initiation of legal proceedings to litigate such claim or dispute under the applicable law.
26. ABD Engineering and Design, Inc. shall not be required to sign any documents, no matter by whom requested, that would result in ABD Engineering and Design, Inc.'s having to certify, guaranty, or warrant the existence of conditions that ABD Engineering and Design, Inc. cannot ascertain.
27. ABD Engineering and Design, Inc. shall be entitled to rely, without liability, on the accuracy and completeness of any and all information provided by Client, Client's consultants and contractors, and information from public records, without the need for independent verification.
28. Nothing contained in this Agreement shall create a contractual relationship with, or a cause of action in favor of, a third party against either the Client or ABD Engineering and Design, Inc. ABD

Engineering and Design, Inc.'s services hereunder are being performed solely for the benefit of the Client, and no other entity shall have any claim against ABD Engineering and Design, Inc. because of this Agreement or ABD Engineering and Design, Inc.'s performance of services hereunder.

ABD Engineering and Design, Inc. Terms and Conditions, effective January 1, 2018

Download PDF

ABD Engineering and Design

A multidisciplinary engineering and design firm providing comprehensive consulting services in three distinct practice areas—Architectural Acoustics, Audiovisual Design, and Environmental and Industrial Noise and Vibration Control.

© ABD Engineering and Design



Association of Oregon Counties

1201 Court Street NE | Ste 300
Salem, OR 97301
www.oregoncounties.org

Item #5b

Invoice

Date	Invoice #
11/8/2018	SpAssesMORR

Bill To
MORROW COUNTY PO Box 788 Heppner, OR 97836-0788

Description	Amount	
<p>As a result of a decision by the AOC Board of Directors at the October 8, 2018 meeting, we are sending you the attached invoice for a one-time assessment that will go to the AOC County Road Program to replace funds borrowed by AOC without prior Board authorization. The current AOC Dues Formula was used as the basis for each county's assessment. The AOC Board of Directors also voted to allow counties flexibility should they need to spread payments out over a number of years. If you have any questions, we have put together a number of documents that explain how this happened and the timeline of steps we have taken (and are continuing to take) to ensure this will never happen in the future. As part of the information package, and with the guidance of a team of county administrators, we are also finalizing a new set of Fiscal Policies that will help ensure prudent financial management going forward.</p> <p>Please contact Robb Van Cleave (rvanleave@oregoncountiess.org) if your county needs to discuss a payment plan or if you would like more information.</p>	8,331.58	
<table border="1" style="margin: auto;"> <tr> <td> <p>Please Remit Payment to:</p> <p>Association of Oregon Counties 1201 Court Street NE, Suite 300 Salem, Oregon 97301 503-585-8351 accounting@oregoncounties.org</p> </td> </tr> </table>		<p>Please Remit Payment to:</p> <p>Association of Oregon Counties 1201 Court Street NE, Suite 300 Salem, Oregon 97301 503-585-8351 accounting@oregoncounties.org</p>
<p>Please Remit Payment to:</p> <p>Association of Oregon Counties 1201 Court Street NE, Suite 300 Salem, Oregon 97301 503-585-8351 accounting@oregoncounties.org</p>		
Thank you for your payment!	Total \$8,331.58	

November 11, 2018

Greetings.....

Morrow County Employees ROCK!!! This year, 2018, i joined my son and his family for a few days during elk hunting season. He was camped in his RV at Cutsforth Park and I rented Cabin A in the same park. When I called for reservations the gal who helped me was most accommodating. When I arrived on Sunday the camp host was equally so. She has a great smile and is quite efficient.

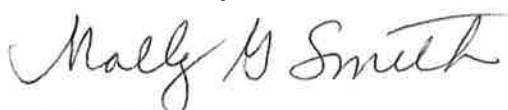
On Tuesday I drove into Heppner to visit the museum, the library and the courthouse. Looking for family history I went to the records office. What a pleasure to be greeted pleasantly and to find the clerks to be so gracious and willing to help, indeed finding more info than I hoped to be available. I now know my great grandparents were married in Heppner in 1889 and even owned property in the county. The trip to the library was equally fruitful. My granddaughter found some good books to purchase and the great granddaughter found a treasure, a painted rock. (:>) My only disappointment was missing the museum. But, as a volunteer myself, I understand unavoidable things happen so it was closed. I will try again next time!!

I packed up to leave Wednesday morning and headed home, about a 4 hour drive. It was near Arlington I realized I left a shirt hanging in the cabin. Not just ANY shirt but a warm plaid flannel quilted shirt that had belonged to my husband, now deceased. Perhaps after these many years of him being gone it shouldn't matter but it does. I made a phone call to "park reservations" and pleaded my case for the park host to retrieve my (his) shirt and take it up to my sons camp. She graciously agreed. Now....here's the "frosting on the cake" (:>) Imagine how pleased I was when I got home several hours later and found a message from reservations office that my shirt is now in the hands of my son. I nearly cried. It was a perfect ending to a wonderful trip.

So now you know why I say all of you ROCK!! You have customer service down PERFECT!! Keep up the good work.

Wishing all of you and yours a Happy Thanksgiving and Christmas Holidays.

Most Sincerely

A handwritten signature in cursive script that reads "Molly G Smith". The signature is written in dark ink and is positioned above the typed name and address.

Molly G Smith
19365 E Club House Ct.
Sandy OR 97055



File Code: 1950
Date: November 7, 2018

Dear Reviewer,

The Forest Service proposes the Ellis Integrated Vegetation Project (Ellis Project) on the Heppner and North Fork John Day Ranger Districts of the Umatilla National Forest. This project is being developed to enhance landscape resiliency by creating and maintaining heterogeneous vegetative conditions at both stand and landscape scales. The project is located about 15 miles southeast of Heppner and 7 miles west of Ukiah, Oregon in Morrow, Umatilla, and Grant Counties. Private land accounts for approximately 4,626 acres within the project boundary. Approximately 110,000 acres may be considered for treatment on National Forest System lands. The following treatments are being considered to meet the purpose and need of the project: commercial thinning; small diameter thinning; mechanical fuels treatments; pile, jackpot, and landscape burning; pruning; planting of native vegetation; and placement of large wood in meadow streams. These proposed activities are intended to achieve the following goals: reduce the risk of uncharacteristic wildfire; enhance unique vegetative communities; provide well-distributed, high quality wildlife habitat; aid in protecting values at risk; promote the health and safety of the public and firefighters; and contribute to social, cultural, and economic needs. Proposal information is also available on Umatilla National Forest's project webpage at <https://www.fs.usda.gov/project/?project=41350>.

Would you like to make comments on this project?

This project is subject to comment pursuant to 36 CFR 218, Subparts A and B. The scoping comment period for the project proposal will run for 60 days from the date the legal notice of the opportunity to comment is published in the *East Oregonian*. The project proposal is anticipated to be released on November 5, 2018. Based on the anticipated publication date the Forest Service will be accepting comments on the proposal until January 4, 2019. The actual publication date is the exclusive means for calculating the comment period. Commenters should not rely upon dates or timeframe information provided by any other source. It is the commenter's responsibility to ensure timely receipt of comments (36 CFR 218.25). Only those who submit timely project-specific written comments during a public comment period are eligible to file an objection; therefore it is important to us that reviewers provide their comments by the deadline and in such a manner that those comments can be used for the agency's preparation of the Environmental Impact Statement.

Comments on the proposal may be submitted electronically on the Umatilla National Forest's project webpage (link above) by selecting the "Comment on Project" link in the "Get Connected" group at the right hand side of the project webpage. Include the project name in the subject line. Attachments may be in the following formats: plain text (.txt), rich text format (.rtf), Word (.doc, .docx), or portable document format (.pdf).

Written comments can be submitted by fax 541-676-2105; mailed to Brandon Houck, ATTN: Leslie Taylor, P.O. Box 7, Heppner, Oregon 97836; or hand-delivered (117 S. Main Street, Heppner, Oregon 97836) during normal business hours (8am to 4:30pm Monday-Friday,

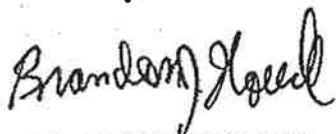


excluding holidays). For oral comments or more project information contact environmental coordinator Leslie Taylor at 541-427-5324 or ldtaylor@fs.fed.us.

In order for reference material to be considered, commenters should supply referenced literature and discuss its relevancy to the project as part of their comments. Individuals or representatives of an entity submitting comments must sign the comments or verify identity upon request. Comments received, including the names and addresses of those who comment, will be considered part of the public record on this proposal and will be available for public inspection (40 CFR 1501.7 and 1508.22; Forest Service Handbook 1909.15, Section 21).

Your scoping comments will help our interdisciplinary team refine the proposal; identify gaps in our analysis; and develop effective, issue-driven alternatives and project design criteria. Thank you for your interest in this project and we look forward to working with you in developing alternatives for the proposed Ellis Project.

Sincerely,



BRANDON HOUCK
Heppner District Ranger



PAULA GUENTHER
North Fork John Day District Ranger