ACTION MINUTES
CANYON VIEW SPECIAL ROAD DISTRICT
BOARD OF DIRECTOR'S MEEETING
March 08, 2019

MEMBERS PRESENT:

Directors: Hurd; Mehlberg; Raschke
Members: Glennys Lindsay, George Hawes, Ron Perry
Guests: None

1. Call to Order:

Meeting called to order at 12:10 PM, March 08, 2019 at the Jefferson County Board Room, 66 SE D St., Madras.

2. Consent Agenda:

A. Director Raschke moved that the agenda for the March 08, 2019 meeting be approved. Director Mehlberg seconded the motion. The motion passed by a 3 to 0 vote.

B. Director Raschke moved that the minutes for the February 08, 2019 meeting be approved. Director Mehlberg seconded the motion. The motion passed by a 3 to 0 vote.

3. Visitor Comments:

Question was raised about the County requirement for a driveway apron at the street. It was decided that this question should be addressed by the County Building Department. Apparently some driveways do not have aprons and driveway gravel is getting on the road.

4. Continuing Discussions:

A. Treasurer's Report:

1. Director Mehlberg reported cash on hand of $1,116, an invoice for $1560 for two days of snow plowing and of the $28,383.31 levied taxes, $25,841.63 has been received as of 03/01/2019. With interest the District has $25906,96 in the fund. There will be an invoice from the County for snow plowing on 03/06/19, estimated to be around $500.

2. Director Mehlberg made a motion to transfer $2000.00 from the fund to the District checking account for bill paying. Director Raschke seconded the motion. The motion passed by a 3 to 0 vote.

B. Schedule:

Director Hurd reported that the MOU with the county has been approved (see attached copy) and that he has discussed the work with Matt Powlison, the County Public Works Director. Director Raschke suggested the District produce a document detailing the work to attach to a work request form for presentation to the County. This document will show where the work will start and how it will proceed. It will be useful for keeping members informed as to where and went roads may be closed to allow crack sealing and patching. Director Raschke will produce the document and work request form for review at the April meeting.

5. Additional Comments, reports, etc:

Snow Report:

The snow plowing of the District roads during the recent heavy snow fall did not proceed well. The contractor was asked to start on Monday morning, 02/25/19, but did not show up until late Monday afternoon. Unfortunately a lot more snow accumulated by then and his equipment was not capable of moving that much snow. He was asked to plow again on Tuesday and he did a better job, but still had problems with narrow lanes and built up packed snow. The Directors Hurd and Raschke decided to ask the County to plow the roads on Wednesday, 03/06/19, to widen the lanes and remove packed snow. The work was done under the recently approved MOU.

The reason the District was not using the County in the first place was because the County would put us last on the schedule. Director Raschke suggested the District sit down with the County's new Public Works Director, Matt Powlison to see if we can revisit the schedule problem. It would be better for the District to use the County if the schedule problem can be resolved.

6. Adjourn

A motion to adjourn was made by Director Hurd at 12:40 PM and was seconded by Director Raschke. The motion passed by a vote of 3 to 0.

NOTE!!!

NEXT MEETING: 12 Noon, Friday, April 19, 2019 at the Jefferson County Board Room, 66 SE D St., Madras.

MEMORANDUM OF UNDERSTANDING
FLEXIBLE MAINTENANCE SERVICE

This Memorandum is entered into between Jefferson County, a political subdivision of the State of Oregon, hereinafter referred to as "County", and the Canyon View Special Road District, hereinafter referred to as "District".

RECITALS

County and District find it beneficial and wish to share road maintenance responsibilities for the District's roads, including, but not limited to, vegetation control, asphalt surface repair, traffic services, winter maintenance activities, clean up and repair of damage caused by storms, fire, floods, or other disaster, and any activities referred to as maintenance service.

NOW THEREFORE, the premises being in general as stated in the foregoing recitals, it is agreed by and between the parties hereto as follows:

TERM OF AGREEMENT

This Memorandum shall take effect upon execution by the parties and, unless sooner terminated as stated below, shall continue indefinitely.

TERMINATION

This Memorandum may be terminated by mutual written consent of the parties or by either party upon thirty (30) days written notice delivered by certified mail or in person to the other party. Termination of this Memorandum shall not affect any obligations or liabilities accrued prior to termination. Upon termination, costs shall be tallied and any balance owed to either party shall be paid in a mutually agreed upon method.

SCOPE OF WORK

Work to be performed under this Memorandum shall include, but not be limited to, vegetation control, asphalt surface repair, traffic services, winter maintenance activities, clean up and repair of damage caused by storms, fire, floods, or other disaster, and any activities referred to as maintenance service.

REQUESTS FOR MAINTENANCE SERVICE

Maintenance service requests shall be made by telephone, written or electronic correspondence, or radio. Oral requests shall be followed by a written request, signed by two District Directors, within five working days.

REIMBURSEMENT

1. County shall track and compile all costs incurred while performing road maintenance service on District roads. County's costs for equipment and service shall be based on rates used for its internal financial management of personnel, materials and equipment. County shall keep District informed of incurred costs.

2. In the event that County engages, with District approval, a contractor and that contractor incurs costs to the benefit of the District, the District will be responsible to the other party for the contractor's costs in the same manner as described in this Section.

3. County will submit an invoice to District for costs incurred under this Memorandum on a monthly basis. District will pay invoice within 60 days of receipt.

GENERAL PROVISIONS

1. Each party retains the right to direct and control the manner in which that party delivers services under this Memorandum and the right to direct and control the activities of its employees, agents, volunteers and officers when providing services under this Memorandum.

2. Each party hereby grants authorization to the other party to enter into right-of-way, under control of the agency, for the purposes of performing the services under this Memorandum.

3. The parties shall comply with all federal, state and local laws, regulations, executive orders and ordinances applicable to the services provided pursuant to this Memorandum.

4. This Memorandum is expressly subject to the debt limitation of Oregon counties as set forth in Article XI, Section 10, of the Oregon Constitution, and is contingent upon funds being appropriated therefore. In the event sufficient funds are not appropriated for the payment of consideration required to be paid under this Memorandum, and if either party does not have funds legally available for consideration from other sources, then either party may terminate this Memorandum in accordance with the termination provision of this Memorandum.

5. Neither party is, by virtue of this Memorandum, a partner nor joint venturer with the other party in connection with activities carried out under this Memorandum, and shall have no obligation with respect to any debts or any other liabilities of the other party.

6. To the extent permitted by the Oregon Constitution and subject to the limitations of the Oregon Tort Claims Act, each Party shall be solely responsible for any and all loss, damage, injury or death caused to any and all property or persons arising from the acts or omissions of that Party's officers, employees or agents in the performance of this Memorandum. District shall defend, indemnify and save harmless County from and against any and all claims, demands, actions, causes of action and/or lawsuits arising from the torts, as the term "tort" is defined in ORS 30.260(8), of District officers, employees and/or agents arising out of or in any way related to the provision of services under this Memorandum. County shall defend, indemnify and save harmless District from and against any and all claims, demands, actions, causes of action and/or lawsuits arising from the torts, as the term "tort" is defined in ORS 30.260(8), of County officers, employees and/or agents arising out of or in any way related to the provision of services under this Memorandum.

7. This Memorandum constitutes the entire agreement between the parties concerning the subject matter of this Memorandum and supersedes any and all prior or contemporaneous negotiations or agreements among the parties, if any, whether written or oral, concerning the subject matter of this Memorandum which are not fully expressed herein. This Memorandum may not be modified or amended except by a writing signed by both parties.

IN WITNESS WHEREOF, the parties have set their hands and affixed their seals as of the day and year hereinafter written.

JEFFERSON COUNTY
BOARD OF COMMISSIONERS

Mae Huston
Mae Huston, Chair

Date: 2/27/19

Kelly Simmelink
Kelly Simmelink, Commissioner

Wayne Fording
Wayne Fording, Commissioner

CANYON VIEW SPECIAL ROAD DISTRICT

Jeff Hurd, President

Date: 02-08-2019

Richard Raschke
Richard Raschke, Secretary