

Josephine County Board of Commissioners
Cherryl Walker, Chair; Keith Heck, Vice Chair; and Simon G. Hare, Commissioner
Anne G. Basker Auditorium
600 N.W. Sixth Street, Grants Pass, Oregon

WEEKLY BUSINESS SESSION

Agenda

September 7, 2016, 9:00 a.m.

- 1. RECOGNITION OF EMPLOYEES:**
- 2. ADMINISTRATIVE ACTION(S) IN CONSIDERATION OF:**
 - a. **Approval of Order No. 2016-036; In the Matter of Refunding Taxes Paid on Property Over the Amount of \$10,000**
 - b. **Approval of Order No. 2016-034; In the Matter of Exchanging Certain County Real Property on Whitman Road for Private Real Property on Lonnon Way owned by Statford Group, LLC; Order Approving Property Exchange; and Quitclaim Deed from Josephine County to Statford Group LLC; and Acceptance of Warranty Deed from Statford Group, LLC to Josephine County**
 - c. **Approval of Resolution No. 2016-058; In the Matter of Property Tax Exemptions for the Surviving Spouses of Certain Public Safety Officers Who are Killed in the Line of Duty**
 - d. **Approval of Order No. 2016-035; In the Matter of Authorization of the Sale of County-Owned Land Not in Use for County Purposes to Prior Owner of Record; and Quitclaim Deed from Josephine County to Ryan Westling and Jessica Westling**
 - e. **Approval of Drainage Easements from Robert and Carol Strode; Vito and Diane Maurantonio; and Hector and Melissa Santiago to County for Construction and Maintenance of Storm Drainage Facilities on Azalea Drive**
 - f. **Approval of Ratification of Amentment No. 1 to the Contract for Personal Services between Civil West Engineering Services, Inc. and Josephine County**
 - g. **Approval of MEDTIC Tree Improvement Cooperative Memorandum of Understand**
- 3. REQUESTS/COMMENTS FROM CITIZENS: (Each person will be given three (3) minutes to speak)**
- 4. APPROVAL OF CONSENT CALENDAR:**
 - a. **Minutes (Draft minutes are available for viewing in the Board's Office)**
Executive Session (Open Session) – August 4, 2016
Weekly Business Session – August 17, 2016
Executive Session (Open Session) – August 17, 2016
County Administration Workshop – August 18, 2016
Weekly Business Session – August 24, 2016
 - b. **Order No. 2016-039; In the Matter of Administrative Policies and Procedures for Josephine County for the Purpose of Conducting Business on a Daily Basis: Personnel Policy (Ratification of previous decision)**
- 5. OTHER: (ORS.192.640(1) “. . .notice shall include a list of the principal subjects anticipated to be considered at the meeting, but this requirement shall not limit the ability of a governing body to consider additional subjects.”)**
- 6. MATTERS FROM COMMISSIONERS:**

The Board requests that you follow the rules and procedures for meetings as described in ORDINANCE 92-27, SECTION 7

Meetings shall at all times be orderly and respectful. When permitted, each person shall be given three (3) minutes to speak or such other longer time as may be allowed by the presiding officer. No person shall be heard until he or she states their name and address for the record. The presiding officer may terminate the meeting when necessary or refuse to recognize anyone who:

- a. Is disorderly, abusive or disruptive;
- b. Takes part in or encourages audience demonstrations, such as applause, cheering, display of signs, shouting or other conduct disruptive of the meeting;
- c. Speaks without first receiving recognition from the presiding officer and stating his or her full name and address (when requested); or
- d. Presents irrelevant, immaterial or repetitious comments.

If special physical or language accommodations are needed for this Public Session, please notify the Commissioners' Office at (541) 474-5221 at least 48-hours prior to Session. TDD (Hearing-Impaired) 1-800-735-2900.



Josephine County Board of Commissioners

AGENDA REQUEST FOR BOARD OF COMMISSIONERS

Agenda Requests are due by NOON on Monday of the week scheduled for Administration Workshop
Requests received after that time will be placed on the Administration Workshop agenda for the following week

If sending documents electronically – send to both
twharton@co.josephine.or.us and wwatkins@co.josephine.or.us

REVISED JANUARY 2016

Date Submitted to BCC	8/30/16
Administration Workshop Meeting Date (Thursday)	9/1/16
WBS Meeting Date (Wednesday) Note: Second Wednesday of the month is evening session	9/4/16 9/7/16

AGENDA TITLE: In the Matter of Refunding taxes paid on property over the amount of \$10,000

ORDER NO. 2016-036;

Department/Contact Person (Include Title and Ext. #)	Treasury/Eve Arce Treasurer/Tax Collector
Presenter (Include Name and Title)	Eve Arce Treasurer/Tax Collector
Background information	Tax Court Order pursuant to 309.115 revised VTS based on appeal with Department of Revenue created a refund over \$10,000 requiring Board approval.
Action you are requesting from the Board	Order to refund property taxes that are overpaid.
Reviewed by Finance Director (If yes, Finance's signature required)	N/A
Reviewed by Legal Counsel (If yes, Legal's signature required)	Yes
Reviewed by Information Technology (If yes, IT's signature required)	N/A
Total Revenue, Cost, or Pass-Thru Funds to the County	\$1,866.14 loss of revenue
Notes or Special Instructions to BCC Staff	

Title of Document(s) Submitted <u>All exhibits must be clearly marked</u>	Number of original documents submitted	Are all signatures on the documents? Y/N or BCC only	Are additional signatures needed? Y/N	Will a state or federal agency be signing the document? Y/N	Will additional signatures be received electronically? Y/N
Order to Refund Taxes	1	BCC	No	No	No

DOCUMENT DISTRIBUTION: Board staff is required to submit one fully executed document with original Board signatures for recording in the Board's Journal in the County Clerk's Office unless otherwise specified under Notes or Special Instructions to BCC Staff.

- **All Signatures:** If all signatures are obtained, one fully executed original document will be filed in the Board's Journal in the County Clerk's Office and all other originals will be returned to the contact person. If only one original was submitted, an electronic copy will be returned to the contact person.
- **Additional Signatures Needed on Original Documents:** Board staff will retain one document with original Board signatures and return the additional originals to the contact person to obtain the remaining signature(s). Upon department receipt of the fully executed document, one fully executed original document must be returned to Board staff for recording in the Board's Journal in the County Clerk's Office.
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BEFORE THE BOARD OF COUNTY COMMISSIONERS
FOR JOSEPHINE COUNTY
STATE OF OREGON

IN THE MATTER OF REFUNDING)
TAXES PAID ON PROPERTY OVER)
THE AMOUNT OF \$10,000.00)

ORDER NO: 2016-036

WHEREAS, the following property owner or taxpayer overpaid real property taxes in the amount listed:

<u>Property Owner or Taxpayer</u>	<u>Tax Account Number</u>	<u>Amount</u>
Rough & Ready Lumber Co	R3464948	\$20,509.13

WHEREAS, pursuant to ORS 311.806(1)(f), the Board of County Commissioners of Josephine County shall refund taxes on real property collected by the Josephine County Tax Collector pursuant to a levy of the Assessor, whenever a change in value of the property is made under ORS 309.115 upon resolution of an appeal;

NOW, THEREFORE, IT IS HEREBY ORDERED, that, pursuant to ORS 311.806, Josephine County shall refund property taxes to the following property owners or taxpayers as follows:

Rough & Ready Lumber Co in the amount of \$ 20,509.13.

IT IS FURTHER ORDERED that the Josephine County Clerk provide a certified copy of this Order to the Josephine County Tax Collector, to make necessary correcting entries in the records of the office of the Tax Collector.

Done and Dated this _____ day of September, 2016.

JOSEPHINE COUNTY
BOARD OF COUNTY COMMISSIONERS

Cherryl Walker, Chair

Keith O Heck, Vice-Chair

Simon Hare, Commissioner



Josephine County Board of Commissioners

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twharton@co.josephine.or.us and wwatkins@co.josephine.or.us***

REVISED JANUARY 2016

Date Submitted to BCC	August 29, 2016
Administration Workshop Meeting Date (Thursday)	September 1, 2016
WBS Meeting Date (Wednesday) Note: Second Wednesday of the month is evening session	September 7, 2016

AGENDA TITLE: ORDER NO. 2016-034; IN THE MATTER OF EXCHANGING CERTAIN COUNTY REAL PROPERTY ON WHITMAN ROAD FOR PRIVATE REAL PROPERTY ON LONNON WAY OWNED BY STATFORD GROUP, LLC; ORDER APPROVING PROPERTY EXCHANGE; and QUITCLAIM DEED from Josephine County to Stafford Group, LLC; and Acceptance of WARRANTY DEED from Stafford Group, LLC to Josephine County	
Department/Contact Person (Include Title and Ext. #)	Public Works, Richard Pike, Eng. Tech IV ext. 4413
Presenter (Include Name and Title)	Rob Brandes, Public Works Director
Background information This exchange of two small sections of unused roadway will allow the continuation of the development at Elk Ridge. The two properties are roughly equivalent in size and value. The unused section of Whitman Road has never been dedicated and is not a part of any road system.	
Action you are requesting from the Board	Approve the exchange; sign the Quitclaim Deed; and sign acceptance of the Warranty Deed
Reviewed by Finance Director (If yes, Finance's signature required)	N/A
Reviewed by Legal Counsel (If yes, Legal's signature required)	Yes <i>WH</i>
Reviewed by Information Technology (If yes, IT's signature required)	N/A
Total Revenue, Cost, or Pass-Thru Funds to the County	\$ 0
Notes or Special Instructions to BCC Staff	Provide originals deeds to Richard Pike at Public Works for recording

Title of Document(s) Submitted <u>All exhibits must be clearly marked</u>	Number of original documents submitted	Are all signatures on the documents? Y/N or BCC only	Are additional signatures needed? Y/N	Will a state or federal agency be signing the document? Y/N	Will additional signatures be received electronically? Y/N
Order	1	BCC	N	N	N
Quitclaim Deed	<i>1</i>	BCC	N	N	N
Warranty Deed	1	Y	N	N	N

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**OFFICE OF
JOSEPHINE COUNTY
ASSESSOR**

Courthouse, 500 NW 6th Street, Dept 3
Grants Pass, Oregon 97526
Phone (541) 474-5260
Fax (541) 474-5261
e-mail: assessor@co.josephine.or.us

Constance L. Roach
Assessor

August 23, 2016

Wally Hicks
County Legal Counsel
500 NW 6th St, Dept. 13
Grants Pass, OR 97526

RE: Whitman Road proposed property exchange

I have reviewed the proposed property exchange for county land previously dedicated as Whitman Road, with a portion of property owned by Statford Group LLC which is currently part of parcel 1 of partition plat 2016-12.

The proposed exchange is nearly equal in acreage. Therefore I conclude that the value of the exchange is equivalent and would be a fair exchange.

If you have any further questions, please let me know.

Sincerely,

Constance L. Roach
Josephine County Assessor

Assessor's Office hours:

Walk-in hours: Monday-Thursday: 9:30 a.m. – 4:00 p.m.
Phone: Monday-Friday: 8:00 a.m. – 4:30 p.m.

**BEFORE THE BOARD OF COUNTY COMMISSIONERS FOR JOSEPHINE COUNTY
STATE OF OREGON**

In the Matter of Exchanging Certain County)
Real Property on Whitman Road for Private) ORDER No. 2016-034
Real Property on Lonnon Way owned by)
Stafford Group, LLC; Order Approving)
Property Exchange)

WHEREAS, Josephine County owns a certain parcel of real property located on a section of Whitman Road, which parcel is more particularly described in Exhibit "A," and depicted in Exhibit "D," attached hereto and incorporated herein by this reference; and

WHEREAS, the section of Whitman Road, located within the area of a development known as Elk Ridge subdivision, has never been dedicated or used as a public road, is not needed for use as a public way, is not a part of the general road system of Josephine County and is not needed for public use; and

WHEREAS, a residential subdivision has been approved in the area of Elk Lane, including that unused section of Whitman Road, as described in Partition Plat 2016-12, recorded in the office of the Josephine County Clerk; and

WHEREAS, the Board of Commissioners has determined that the continuation of the residential development is in the best interests of the public and of the County; and

WHEREAS, Stafford Group, LLC, owns a certain parcel of land located on a section of Elk Lane, which parcel is more particularly described in Exhibit "C," and depicted in Exhibit "D," attached hereto and incorporated herein by this reference; and

WHEREAS, ORS 271.310 authorizes the County to exchange County real property that is not needed for public use, for private real property of equal or superior useful value for public use; and

WHEREAS, pursuant to ORS 271.340 and ORS 271.350, based on an appraisal from the Josephine County Assessor, the Board of Commissioners has determined that the parcels that are described in Exhibits "A" and "C," attached hereto, are approximately equivalent in value; and

WHEREAS, the Board of Commissioners has determined that the County real property, described in Exhibit "A," is not needed for public use, and that the public interest will be furthered by a property exchange; and

WHEREAS, all legal requirements have been met, now, therefore, based upon the foregoing and good cause appearing,

IT IS HEREBY ORDERED that the County real property, described in Exhibit "A," attached hereto, is not needed for public use and that the public interest will be furthered by a property exchange.

IT IS FURTHER ORDERED that the exchange of real property between Josephine County (Exhibits "A") and Statford Group, LLC, (Exhibit "C"), as set forth hereinabove, be approved. The parties shall execute all documents necessary to accomplish the exchange.

DATED this _____ day of September, 2016.

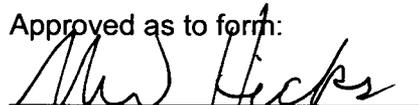
JOSEPHINE COUNTY
BOARD OF COMMISSIONERS

Cherryl Walker, Chair

K.O. Heck, Vice Chair

Simon G. Hare, Commissioner

Approved as to form:



M. Wally Hicks, Legal Counsel

Statford Group, LLC, an Oregon
 Limited Liability Company,
 295 Jeannie Way
 Cave Junction, OR 95723
Grantor's Name and Address

After recording return document and
 send tax statements to:
 Josephine County
 500 NW Sixth Street, Dept. 6
 Grants Pass, OR 97526
Grantee's Name and Address

WARRANTY DEED

Statford Group, LLC, an Oregon Limited Liability Company hereinafter GRANTOR, conveys and warrants to **JOSEPHINE COUNTY**, a political subdivision of the State of Oregon, hereinafter called GRANTEE, all of GRANTOR's right, title and interest in the real property, described and depicted in Exhibits C and D, attached hereto and incorporated herein by this reference, which real property is free of encumbrances except as specifically set forth herein.

The Order of the Josephine County Board of County Commissioners authorizing this property exchange pursuant to the provisions of ORS 271.310, 271.340 and 271.350 is recorded in the Journal of the proceedings of the Board of County Commissioners as instrument number 2016-034, dated September ____, 2016.

BEFORE SIGNING OR ACCEPTING THIS INSTRUMENT, THE PERSON TRANSFERRING FEE TITLE SHOULD INQUIRE ABOUT THE PERSON'S RIGHTS, IF ANY, UNDER ORS 195.300, 195.301 AND 195.305 TO 195.336 AND SECTIONS 5 TO 11, CHAPTER 424, OREGON LAWS 2007, SECTIONS 2 TO 9 AND 17, CHAPTER 855, OREGON LAWS 2009, AND SECTIONS 2 TO 7, CHAPTER 8, OREGON LAWS 2010. THIS INSTRUMENT DOES NOT ALLOW USE OF THE PROPERTY DESCRIBED IN THIS INSTRUMENT IN VIOLATION OF APPLICABLE LAND USE LAWS AND REGULATIONS. BEFORE SIGNING OR ACCEPTING THIS INSTRUMENT, THE PERSON ACQUIRING FEE TITLE TO THE PROPERTY SHOULD CHECK WITH THE APPROPRIATE CITY OR COUNTY PLANNING DEPARTMENT TO VERIFY THAT THE UNIT OF LAND BEING TRANSFERRED IS A LAWFULLY ESTABLISHED LOT OR PARCEL, AS DEFINED IN ORS 92.010 OR 215.010, TO VERIFY THE APPROVED USES OF THE LOT OR PARCEL, TO DETERMINE ANY LIMITS ON LAWSUITS AGAINST FARMING OR FOREST PRACTICES, AS DEFINED IN ORS 30.930, AND TO INQUIRE ABOUT THE RIGHTS OF NEIGHBORING PROPERTY OWNERS, IF ANY, UNDER ORS 195.300, 195.301 AND 195.305 TO 195.336 AND SECTIONS 5 TO 11, CHAPTER 424, OREGON LAWS 2007, SECTIONS 2 TO 9 AND 17, CHAPTER 855, OREGON LAWS 2009, AND SECTIONS 2 TO 7, CHAPTER 8, OREGON LAWS 2010.

The true and whole consideration for this conveyance is an exchange of real property of substantial and approximately equal value.

By signing this Deed, each party affirmatively represents that he or she has full authority so to act.

DATED this ____ day of _____, 2016.

GRANTOR:
Statford Group, LLC

STATE OF OREGON)
) ss.
 County of JOSEPHINE)

This instrument was acknowledged before me on _____, 2016, by Don McLennan, as Manager of the Statford Group, LLC.

 Notary Public for Oregon
 My Commission Expires: _____

ACCEPTED BY:
JOSEPHINE COUNTY
BOARD OF COMMISSIONERS

 Cheryl Walker, Chair

 K. O. Heck, Vice-Chair

 Simon Hare, Commissioner

Date: _____



321 Northwest "A" Street
Grants Pass, Oregon 97526

Peter D. Allen
LAND SURVEYING

Phone: 541-476-4502
E-mail: allensurvey@qwestoffice.net

June 8, 2016

EXHIBIT "A"

Description for Whitman Road Right of Way Exchange and Street Plug Termination
(Whitman Road)

An existing road right-of-way (Whitman Road) 60 feet in width and situated in the SW1/4 of the NE1/4 of Sec. 35, Township 36 South, Range 6 West, Willamette Meridian, Josephine County, Oregon, being 30 feet on each side of a centerline described as follows:

Commencing at the NE Corner of the S1/2 of the SW1/4 of the NE1/4 of said Section 35, thence South 89°47' West 20 feet to the Westerly boundary of Elk Lane, thence South 0°27' West 10 feet along the Westerly boundary of Elk Lane to the true point of beginning; thence South 89°47' West 1306.28 feet, 10 feet South of and parallel [to] with the North line of the S1/2 of the SW1/4 of the NE1/4 of said Section 35, to the West line of the SW1/4 of the NE1/4 of said Section 35. The Westerly 1 foot of the right-of-way is designated as a Street Plug access over which is reserved to Josephine County.

(This description is based on Volume 257, Page 189, recorded December 7, 1967, Josephine County Deed Records, and is as portrayed on Survey No. 104-67 as filed in the Josephine County Surveyor's Office.)

A one-page exhibit map accompanies this description.

REGISTERED
PROFESSIONAL
LAND SURVEYOR

Peter D. Allen

OREGON
JULY 10, 1996
PETER D. ALLEN
2757
RENEWAL: DECEMBER 31, 2017



321 Northwest "A" Street
Grants Pass, Oregon 97526

Peter D. Allen
LAND SURVEYING

Phone: 541-476-4502
E-mail: allensurvey@qwestoffice.net

June 8, 2016

EXHIBIT "C"

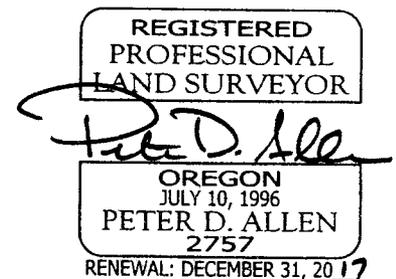
Description for Whitman Road Right of Way Exchange and Street Plug Termination
(Lonnon Way)

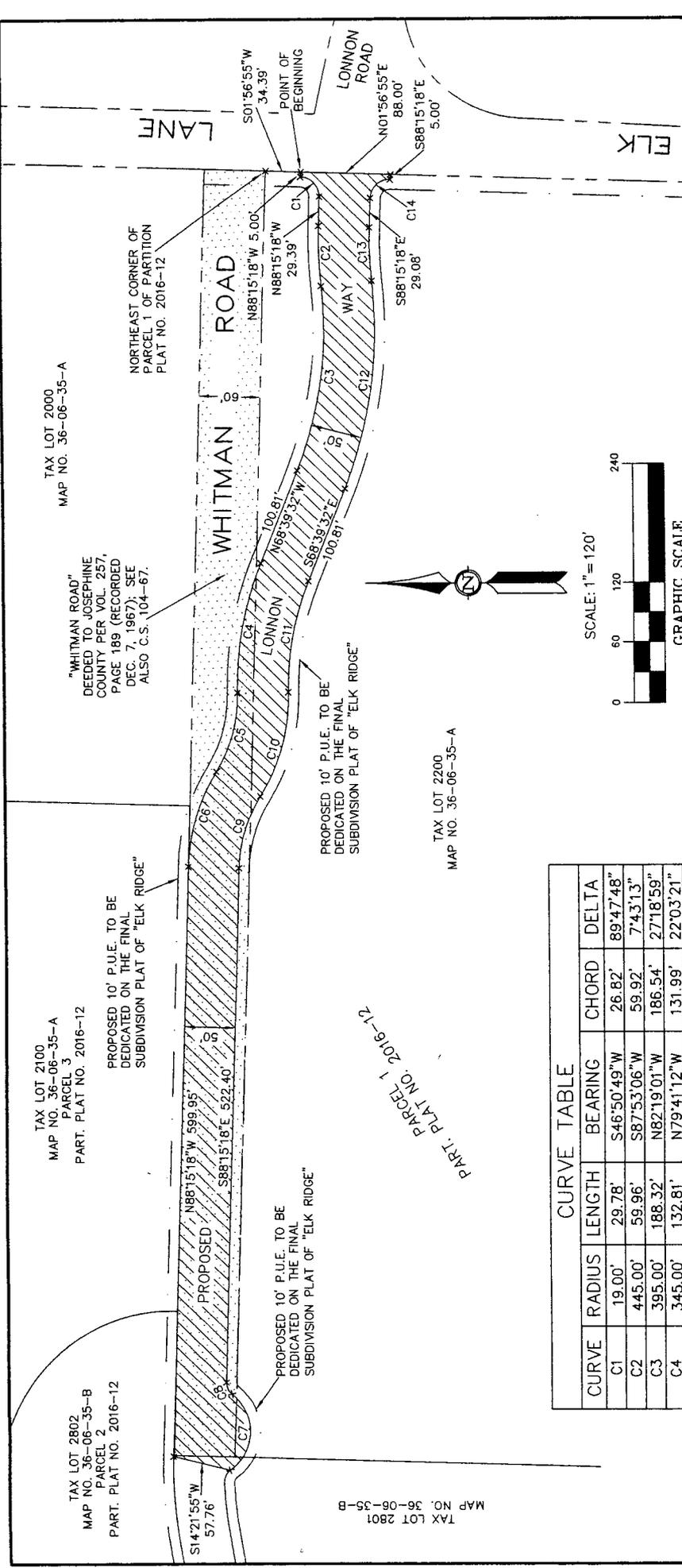
Description for a new road right-of-way (Lonnon Way) situated in the Southwest quarter of the Northeast quarter of Section 35, Township 36 South, Range 6 West, Willamette Meridian, Josephine County, Oregon, and lying partially within Parcel 1 of Partition Plat No. 2016-12, Josephine County Official Records, and being more particularly described as follows:

Commencing at the northeast corner of said Parcel 1 of Partition Plat No. 2016-12; thence along the east line of said Parcel (also being the west right of way line of Elk Lane), S01°56'55"W, 34.39 feet to the BEGINNING; thence leaving said east line, N88°15'18"W 5.00 feet; thence 29.78 feet along the arc of a 19.00 foot radius curve to the right (the long chord of which bears S46°50'49"W 26.82 feet); thence N88°15'18"W 29.39 feet; thence 59.96 feet along the arc of a 445.00 foot radius curve to the left (the long chord of which bears S87°53'06"W 59.92 feet); thence 188.32 feet along the arc of a 395.00 foot radius curve to the right (the long chord of which bears N82°19'01"W 186.54 feet); thence N68°39'32"W 100.81 feet; thence 132.81 feet along the arc of a 345.00 foot radius curve to the left (the long chord of which bears N79°41'12"W 131.99 feet); thence 82.96 feet along the arc of a 150.00 foot radius curve to the right (the long chord of which bears N74°52'14"W 81.91 feet); thence 102.03 feet along the arc of a 200.00 foot radius curve to the left (the long chord of which bears N73°38'27"W 100.92 feet); thence N88°15'18"W 599.95 feet; thence S14°21'55"W 57.76 feet; thence 90.03 feet along the arc of a 50.00 foot radius non-tangent curve to the left (the long chord of which bears S88°41'33"E, 78.35 feet); thence 13.62 feet along the arc of a 15.00 foot radius curve to the right (the long chord of which bears N65°44'06"E, 13.16 feet); thence S88°15'18"E 522.40 feet; thence 76.52 feet along the arc of a 150.00 foot radius curve to the right (the long chord of which bears S73°38'27"E 75.69 feet); thence 110.61 feet along the arc of a 200.00 foot radius curve to the left (the long chord of which bears S74°52'14"E 109.21 feet); thence 113.56 feet along the arc of a 295.00 foot radius curve to the right (the long chord of which bears S79°41'12"E 112.86 feet); thence S68°39'32"E 100.81 feet; thence 212.16 feet along the arc of a 445.00 foot radius curve to the left (the long chord of which bears S82°19'02"E 210.15 feet); thence 53.22 feet along the arc of a 395.00 foot radius curve to the right (the long chord of which bears N87°53'06"E 53.18 feet); thence S88°15'18"E 29.08 feet; thence 29.91 feet along the arc of a 19.00 foot radius curve to the right (the long chord of which bears S43°09'11"E 26.92 feet); thence S88°15'18"E 5.00 feet to said east line of Parcel 1; thence along said line N01°56'55"E 88.00 feet to the BEGINNING, containing 68,153 square feet, more or less.

(This bearings in this description are based upon Partition Plat No. 2016-12 as recorded in the Josephine County Clerk's Office.)

A one-page exhibit map accompanies this description.





CURVE TABLE

CURVE	RADIUS	LENGTH	BEARING	CHORD	DELTA
C1	19.00'	29.78'	S46°50'49"W	26.82'	89°47'48"
C2	445.00'	59.96'	S87°53'06"W	59.92'	7°43'13"
C3	395.00'	188.32'	N82°19'01"W	186.54'	27°18'59"
C4	345.00'	132.81'	N79°41'12"W	131.99'	22°03'21"
C5	150.00'	82.96'	N74°52'14"W	81.91'	31°41'17"
C6	200.00'	102.03'	N73°38'27"W	100.92'	29°13'42"
C7	50.00'	90.03'	S88°41'33"E	78.35'	103°09'54"
C8	15.00'	13.62'	N65°44'06"E	13.16'	52°01'12"
C9	150.00'	76.52'	S73°38'27"E	75.69'	29°13'42"
C10	200.00'	110.61'	S74°52'14"E	109.21'	31°41'17"
C11	295.00'	113.56'	S79°41'12"E	112.86'	22°03'21"
C12	445.00'	212.16'	S82°19'02"E	210.15'	27°18'59"
C13	395.00'	53.22'	N87°53'06"E	53.18'	7°43'13"
C14	19.00'	29.91'	S43°09'11"E	26.92'	90°12'12"



**REGISTERED
PROFESSIONAL
LAND SURVEYOR**

Peter D. Allen

OREGON
JULY 10, 1996
PETER D. ALLEN
2757

RENEWAL: DECEMBER 31, 2017

Peter D. Allen Land Surveying
321 N.W. "A" Street
Grants Pass, Oregon 97526
541-476-4502

EXHIBIT "D"
**WHITMAN ROAD--LONNON WAY
RIGHT OF WAY EXCHANGE**

LOCATED IN
Map No. 36-06-35-A, Tax Lot 2200
Map No. 36-06-35-B, Tax Lot 2801
Sec. 35, Township 36 South, Range 6 West, W.M.
JOSEPHINE COUNTY, OREGON
SURVEY FOR
STAFFORD GROUP GRANTS PASS, OREGON

PROJECT NUMBER:
2004-024-257
DRAWING FILE:
Pon-ElkRidgeBase.dwg
DRAWING SCALE:
1" = 120'
DATE:
JUNE 8, 2016
SHEET:
1 OF 1



Josephine County Board of Commissioners

AGENDA REQUEST FOR BOARD OF COMMISSIONERS

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REVISED JANUARY 2016

Date Submitted to BCC	8/26/16
Administration Workshop Meeting Date (Thursday)	8/31/16 9/1
WBS Meeting Date (Wednesday) Note: Second Wednesday of the month is evening session	9/1/16 9/7

AGENDA TITLE: Resolution No. 2016-058 ; In the Matter of Property Tax Exemptions for the Surviving Spouses of Certain Public Safety Officers Who Are Killed on the Line of Duty

Department/Contact Person (Include Title and Ext. #)	Wally Hicks, Legal Counsel, Ext. 5227
Presenter (Include Name and Title)	Wally Hicks, Legal Counsel
Background information	This Resolution will allow for the Assessor to apply limited property tax exemptions for homesteads owned by surviving spouses of certain Public Safety Officers who were killed in the line of duty death.
Action you are requesting from the Board	Approve/sign the Resolution
Reviewed by Finance Director (If yes, Finance's signature required)	N/A
Reviewed by Legal Counsel (If yes, Legal's signature required)	Yes <i>WH</i>
Reviewed by Information Technology (If yes, IT's signature required)	N/A
Total Revenue, Cost, or Pass-Thru Funds to the County	\$0.00
Notes or Special Instructions to BCC Staff	

Title of Document(s) Submitted <u>All exhibits must be clearly marked</u>	Number of original documents submitted	Are all signatures on the documents? Y/N or BCC only	Are additional signatures needed? Y/N	Will a state or federal agency be signing the document? Y/N	Will additional signatures be received electronically? Y/N
Resolution	1	BCC only	N	N	N

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- **Additional Signatures Needed on Electronic Documents:** Board staff will retain one document with original Board signatures and return an electronic copy to the contact person to obtain the remaining signature(s). Upon department receipt of the fully executed electronic document, one fully executed electronic document must be returned to Board staff for recording in the Board's Journal in the County Clerk's Office.

**BEFORE THE BOARD OF COUNTY COMMISSIONERS FOR JOSEPHINE COUNTY
STATE OF OREGON**

In the Matter of Property Tax)
Exemptions for the Surviving Spouses) Resolution No. 2016-058
of Certain Public Safety Officers)
Who Are Killed in the Line of Duty)

WHEREAS, the 2016 Oregon State Legislature enacted Senate Bill 1513, which authorizes county governments to create limited exemptions from property tax for homesteads owned by the surviving spouses of fire service professionals, police officers, and reserve officers who were killed in the line of duty; and

WHEREAS, the Board of County Commissioners of Josephine County recognizes the significant value of the services provided by fire service professionals, police officers and reserve officers; and

WHEREAS, the Board of County Commissioners believes it appropriate to recognize the sacrifice made by fire and police personnel killed in the line of duty, as well as the hardship imposed on their families by that sacrifice; and

WHEREAS, the Oregon State Legislature and the Governor of the State of Oregon have, through Senate Bill 1513, made it possible for counties to recognize that sacrifice by adopting resolutions to implement Senate Bill 1513, now assigned Chapter 56 of Oregon Laws 2016; and

WHEREAS, the Board of County Commissioners has reviewed the provisions of Senate Bill 1513, a copy of which is incorporated herein by this reference and;

WHEREAS, the adoption of this Resolution as authorized by Senate Bill 1513 serves the interests of the citizens of Josephine County and of society as a whole, now THEREFORE,

The Josephine County Board of Commissioners RESOLVES as follows:

- a) The Josephine County Assessor shall review the provisions of Senate Bill 1513 and shall accept and review each and every request submitted to the Assessor for exemption as provided by Senate Bill 1513, and
- b) If, upon such review, the Josephine County Assessor determines that the request for exemption complies with all of the requirements of Senate Bill 1513, the Assessor shall grant the request for exemption as provided by Senate Bill 1513 as those provisions now exist or may hereafter be amended, and

- c) Said exemption shall be in an amount equal to, and not to exceed, any exemption pursuant to ORS 307.250(3)(b) provided to the surviving spouse remaining unmarried of a veteran, if the veteran died as a result of service-connected injury or illness and shall in no case exceed \$250,000.00.

DATED this _____ day of September, 2016.

JOSEPHINE COUNTY
BOARD OF COMMISSIONERS

Cherryl Walker, Chair

K. O. Heck, Vice-Chair

Simon G. Hare, Commissioner



Josephine County Board of Commissioners

AGENDA REQUEST FOR BOARD OF COMMISSIONERS

Agenda Requests are due by NOON on Monday of the week scheduled for Administration Workshop
Requests received after that time will be placed on the Administration Workshop agenda for the following week

If sending documents electronically – send to both
tharton@co.josephine.or.us and wwatkins@co.josephine.or.us

REVISED JANUARY 2016

Date Submitted to BCC	8/29/16
Administration Workshop Meeting Date (Thursday)	9/1/16
WBS Meeting Date (Wednesday) Note: Second Wednesday of the month is evening session	9/7/16

AGENDA TITLE: Order No. 2016-035; In the Matter of Authorization of the Sale of County-Owned Land Not in Use for County Purposes to Prior Owner of Record; and Quitclaim Deed from Josephine County to Ryan Westling and Jessica Westling

Department/Contact Person (Include Title and Ext. #)	Wally Hicks, Legal Counsel, Ext. 5226
Presenter (Include Name and Title)	Wally Hicks, Legal Counsel
Background information	ORS 275.180 provides authority for the Board to sell back to the prior owner of record, any property acquired by the county for delinquent taxes, for not less than the amount of taxes and interest accrued.
Action you are requesting from the Board	Approve the sale back to Westlings and sign the Quitclaim Deed
Reviewed by Finance Director (If yes, Finance's signature required)	Yes <i>AS</i>
Reviewed by Legal Counsel (If yes, Legal's signature required)	Yes <i>WH</i>
Reviewed by Information Technology (If yes, IT's signature required)	N/A
Total Revenue, Cost, or Pass-Thru Funds to the County	\$8,525.06
Notes or Special Instructions to BCC Staff	Please return the deed to Legal Counsel for recording

Title of Document(s) Submitted <u>All exhibits must be clearly marked</u>	Number of original documents submitted	Are all signatures on the documents? Y/N or BCC only	Are additional signatures needed? Y/N	Will a state or federal agency be signing the document? Y/N	Will additional signatures be received electronically? Y/N
Order	1	BCC Only	N	N	N
Quitclaim Deed	1	BCC Only	N	N	N

DOCUMENT DISTRIBUTION: Board staff is required to submit one fully executed document with original Board signatures for recording in the Board's Journal in the County Clerk's Office unless otherwise specified under Notes or Special Instructions to BCC Staff.

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**BEFORE THE BOARD OF COUNTY COMMISSIONERS FOR JOSEPHINE COUNTY
STATE OF OREGON**

In the Matter of Authorization of the Sale)
of County-Owned Land Not in Use for) ORDER NO. 2016-035
County Purposes to Prior Owner of Record)

WHEREAS, Josephine County owns a certain parcel of land acquired by the County for delinquent taxes, which parcel is more fully described as follows:

All that real property situated in the County of Josephine, State of Oregon, described as:

MFD Structure Serial #PH-20-95550AB, Home ID329559, REAL MS

Map ID and Tax Lot #37-07-01-AD-000101-00

Parcel 1 of Partition Plat No. 2007-52, situated in the Southeast Quarter of the Northeast Quarter of Section 1, Township 37 South, Range 7 West of the Willamette Meridian, Josephine County, Oregon.

Map ID and Tax Lot #37-07-01-AD-000101-00

WHEREAS, the Josephine County Board of Commissioners, pursuant to ORS 275.030, has determined that said property is not in use for county purposes and that it is in the best interest of the County to sell and convey the above-described property to the prior record owner of said property, pursuant to ORS 275.180; and

WHEREAS, all legal requirements, including those in ORS 275.180, have been met,

NOW, THEREFORE, based upon the foregoing and good cause appearing, IT IS HEREBY ORDERED that the above-described real property be sold to the prior owner of record RYAN WESTLING and JESSICA WESTLING; and

IT IS FURTHER ORDERED that the Board of Commissioners shall execute all documents necessary to accomplish the sale.

DATED: September _____, 2016.

JOSEPHINE COUNTY
BOARD OF COMMISSIONERS

Cheryl Walker, Chair

K.O. Heck, Vice-Chair

Simon G. Hare, Commissioner

Josephine County
500 NW Sixth St., Dept. 6
Grants Pass, OR 97526
Grantor's Name and Address

After recording return document and
send tax statements to:
Ryan Westling and Jessica Westling
7700 Redwood Highway
Grants Pass, Oregon 97527
Grantee's Name and Address

QUITCLAIM DEED

JOSEPHINE COUNTY, a political subdivision of the State of Oregon, Grantor, releases and quitclaims to **RYAN WESTLING and JESSICA WESTLING**, husband and wife as tenants by the entirety, Grantee, all right, title and interest in and to the following described real property:

Parcel 1 of Partition Plat No. 2007-52, situated in the Southeast Quarter of the Northeast Quarter of Section 1, Township 37 South, Range 7 West of the Willamette Meridian, Josephine County, Oregon. THIS PARCEL INCLUDES MFD Structure Serial #PH20-9550AB, Home ID329559, REAL MS, situated thereon.

MAP ID and Tax Lot #37-07-01-AD-000101-00; 37-07-01-AD-000101-00.

The order of the Josephine County Board of Commissioners authorizing this sale pursuant to ORS 275.180, is recorded in the Journal of Proceedings of said Board of Commissioners as Order Number 2016-035, dated September ____, 2016.

BEFORE SIGNING OR ACCEPTING THIS INSTRUMENT, THE PERSON TRANSFERRING FEE TITLE SHOULD INQUIRE ABOUT THE PERSON'S RIGHTS, IF ANY, UNDER ORS 195.300, 195.301 AND 195.305 TO 195.336 AND SECTIONS 5 TO 11, CHAPTER 424, OREGON LAWS 2007, SECTIONS 2 TO 9 AND 17, CHAPTER 855, OREGON LAWS 2009, AND SECTIONS 2 TO 7, CHAPTER 8, OREGON LAWS 2010. THIS INSTRUMENT DOES NOT ALLOW USE OF THE PROPERTY DESCRIBED IN THIS INSTRUMENT IN VIOLATION OF APPLICABLE LAND USE LAWS AND REGULATIONS. BEFORE SIGNING OR ACCEPTING THIS INSTRUMENT, THE PERSON ACQUIRING FEE TITLE TO THE PROPERTY SHOULD CHECK WITH THE APPROPRIATE CITY OR COUNTY PLANNING DEPARTMENT TO VERIFY THAT THE UNIT OF LAND BEING TRANSFERRED IS A LAWFULLY ESTABLISHED LOT OR PARCEL, AS DEFINED IN ORS 92.010 OR 215.010, TO VERIFY THE APPROVED USES OF THE LOT OR PARCEL, TO DETERMINE ANY LIMITS ON LAWSUITS AGAINST FARMING OR FOREST PRACTICES, AS DEFINED IN ORS 30.930, AND TO INQUIRE ABOUT THE RIGHTS OF NEIGHBORING PROPERTY OWNERS, IF ANY, UNDER ORS 195.300, 195.301 AND 195.305 TO 195.336 AND SECTIONS 5 TO 11, CHAPTER 424, OREGON LAWS 2007, SECTIONS 2 TO 9 AND 17, CHAPTER 855, OREGON LAWS 2009, AND SECTIONS 2 TO 7, CHAPTER 8, OREGON LAWS 2010.

The true consideration for this conveyance is \$8,525.06; however, the actual consideration consists of or includes other value given or promised.

In Witness Whereof, the Grantor has executed this instrument this ____ day of _____, 2016.

STATE OF OREGON)
) ss.
County of _____)

This instrument was acknowledged before me on this ____
day of _____, 2016, by _____
_____, as
members of the Josephine County Board of Commissioners.

Notary Public for Oregon
My commission expires: _____

GRANTOR
JOSEPHINE COUNTY
BOARD OF COMMISSIONERS

Cherryl Walker, Chair

K.O. Heck, Vice-Chair

Simon G. Hare, Commissioner

Date: _____



Josephine County Board of Commissioners

AGENDA REQUEST FOR BOARD OF COMMISSIONERS

***Agenda Requests are due by NOON on Monday of the week scheduled for Administration Workshop
Requests received after that time will be placed on the Administration Workshop agenda for the following week***

***If sending documents electronically – send to both
twharton@co.josephine.or.us and wwatkins@co.josephine.or.us***

REVISED JANUARY 2016

Date Submitted to BCC	August 29, 2016
Administration Workshop Meeting Date (Thursday)	September 1, 2016
WBS Meeting Date (Wednesday) Note: Second Wednesday of the month is evening session	September 7, 2016

AGENDA TITLE: DRAINAGE EASEMENTS FROM ROBERT AND CAROL STRODE; VITO AND DIANE MAURANTONIO; AND HECTOR AND MELISSA SANTIAGO TO COUNTY, FOR CONSTRUCTION AND MAINTENANCE OF STORM DRAINAGE FACILITIES ON AZALEA DRIVE

Department/Contact Person (Include Title and Ext. #)	Public Works, Richard Pike, Eng. Tech IV ext. 4413
Presenter (Include Name and Title)	Rob Brandes, Public Works Director
Background information	The culvert on Azalea Drive at Ewe Creek is failing and is in need of replacement. These easements will allow Public Works to enter private property for the construction work and maintenance.
Action you are requesting from the Board	Approve and Accept the easements to County
Reviewed by Finance Director (If yes, Finance's signature required)	N/A
Reviewed by Legal Counsel (If yes, Legal's signature required)	Yes <i>WH</i>
Reviewed by Information Technology (If yes, IT's signature required)	N/A
Total Revenue, Cost, or Pass-Thru Funds to the County	\$ 0
Notes or Special Instructions to BCC Staff	

Title of Document(s) Submitted <u>All exhibits must be clearly marked</u>	Number of original documents submitted	Are all signatures on the documents? Y/N or BCC only	Are additional signatures needed? Y/N	Will a state or federal agency be signing the document? Y/N	Will additional signatures be received electronically? Y/N
Easements	<i>(3)</i>	Y	N	N	N

DOCUMENT DISTRIBUTION: Board staff is required to submit one fully executed document with original Board signatures for recording in the Board's Journal in the County Clerk's Office unless otherwise specified under Notes or Special Instructions to BCC Staff.

- **All Signatures:** If all signatures are obtained, one fully executed original document will be filed in the Board's Journal in the County Clerk's Office and all other originals will be returned to the contact person. If only one original was submitted, an electronic copy will be returned to the contact person.
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Drainage Easement

KNOW ALL MEN BY THESE PRESENTS:

That Hector Santiago and Melissa Santiago, Husband and Wife, do hereby grant an easement unto Josephine County, Oregon, a body politic, it's successors in interest and assigns, which Easement is for the construction and maintenance of storm drainage facilities and which Easement is over the property situated in Josephine County, Oregon, described as follows, to wit:

SEE EXHIBIT "A"

TO HAVE AND TO HOLD the above described Permanent Drainage Easement unto Grantee, it's successors in interest and assigns, forever.

Josephine County reserves the right to enter onto said Easement for the purposes of construction, maintenance, and repair of such drainage facilities which are connected to and functioning as part of drainage facilities located within the County's road right-of-way. The County may exercise this right when, in its judgement, the drainage facilities in the easement are adversely affecting the proper functioning of drainage facilities in the County's road right-of-way.

Josephine County expressly disclaims any duty or responsibility to the Grantor to maintain or repair any of the drainage facilities in the drainage easement and shall not be liable for failure to maintain or repair said facilities.

The Grantor warrants that they are the owners of said real property free and clear of all liens and encumbrances whatsoever, except those of record on the below date.

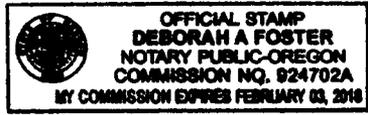
IN WITNESS WHEREOF, the Grantor has executed this instrument this 17th day of August, 2016.

Hector Santiago
Hector Santiago

Melissa Santiago
Melissa Santiago

STATE OF OREGON, County of Josephine) ss

This instrument was acknowledged before me on 17th day of August, 2016, by Hector Santiago and Melissa Santiago.



Deborah A. Foster
Notary Public for Oregon
My commission expires: Feb 3, 2018

ACCEPTED:

JOSEPHINE COUNTY
BOARD OF COMMISSIONERS

[Signature]
Josephine County Engineer

Cherryl Walker, Chair

K.O. Heck, Vice Chair

Simon G. Hare, Commissioner

Exhibit A

A parcel of land lying in the Southwest quarter of Section 29, Township 35 South, Range 6 West, Willamette Meridian, Josephine County, Oregon and being a portion of that property described in that Warranty Deed to Hector Santiago and Melissa Santiago, recorded on March 4, 1999 as Instrument No 99-5205 of the Deed Records of Josephine County; the said parcel being that portion of said property included in a strip of land lying on the westerly side of Azalea Drive, said centerline being more particularly described as follows:

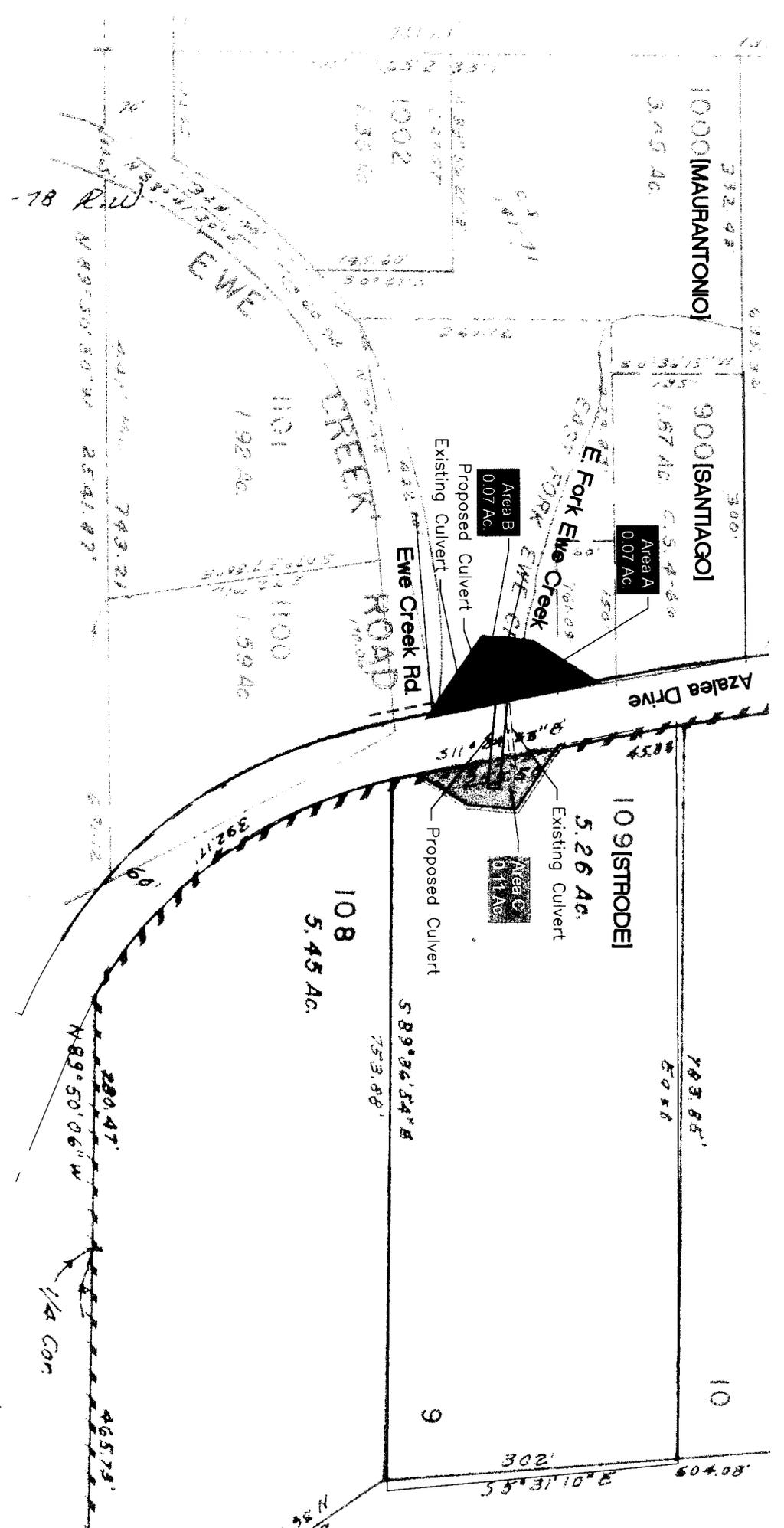
Beginning at Engineer's Center Line Station 101+44.47, thence S11°45'00"E, 192.06 feet to Engineer's Center Line Station 103+09.15.

The width in feet of said strip of land is as follows:

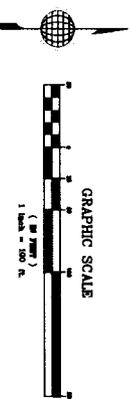
Station	to	Station	Width on the Easterly Side of Center Line
101+44.47		101+95.49	30.00 in a straight line to 81.02
101+95.49		102+43.21	81.02 in a straight line to 95.94
102+43.21		103+09.15	95.94 in a straight line to 30.00

Bearings are based on a Relocation Survey by Josephine County dated April 2, 1959.

The parcel of land to which this description applies contains 6,266 square feet, more or less, outside of the existing right of way.



**Azalea Dr. • E. Fork Ewe Crk.
Culvert Replacement**



JOSEPHINE COUNTY
PUBLIC WORKS
201 RIVER HEIGHTS WAY
GRANVILLE, OR 97140
P: (541) 472-3480
F: (541) 472-5475



Drainage Easement

KNOW ALL MEN BY THESE PRESENTS:

That Vito D. Maurantonio and Diane A. Maurantonio, Husband and Wife, do hereby grant an easement unto Josephine County, Oregon, a body politic, it's successors in interest and assigns, which Easement is for the construction and maintenance of storm drainage facilities and which Easement is over the property situated in Josephine County, Oregon, described as follows, to wit:

SEE EXHIBIT "A"

TO HAVE AND TO HOLD the above described Permanent Drainage Easement unto Grantee, it's successors in interest and assigns, forever.

Josephine County reserves the right to enter onto said Easement for the purposes of construction, maintenance, and repair of such drainage facilities which are connected to and functioning as part of drainage facilities located within the County's road right-of-way. The County may exercise this right when, in its judgement, the drainage facilities in the easement are adversely affecting the proper functioning of drainage facilities in the County's road right-of-way.

Josephine County expressly disclaims any duty or responsibility to the Grantor to maintain or repair any of the drainage facilities in the drainage easement and shall not be liable for failure to maintain or repair said facilities.

The Grantor warrants that they are the owners of said real property free and clear of all liens and encumbrances whatsoever, except those of record on the below date.

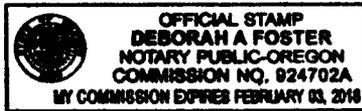
IN WITNESS WHEREOF, the Grantor has executed this instrument this 18th day of August, 2016.

Vito D. Maurantonio
Vito D. Maurantonio

Diane A. Maurantonio
Diane A. Maurantonio

STATE OF OREGON, County of Josephine) ss

This instrument was acknowledged before me on 18th day of August, 2016, by Vito D. Maurantonio and Diane A. Maurantonio.



Deborah A. Foster
Notary Public for Oregon
My commission expires: Feb 3, 2018

ACCEPTED:

[Signature]
Josephine County Engineer

JOSEPHINE COUNTY
BOARD OF COMMISSIONERS

Cherryl Walker, Chair

K.O. Heck, Vice Chair

Simon G. Hare, Commissioner

Exhibit A

A parcel of land lying in the Southwest quarter of Section 29, Township 35 South, Range 6 West, Willamette Meridian, Josephine County, Oregon and being a portion of that property described in that Bargain and Sale Deed to Vito D. Maurantonio and Diane A. Maurantonio, recorded on April 14, 2009 as Instrument No 2009-006195 of the Deed Records of Josephine County; the said parcel being that portion of said property included in a strip of land lying on the westerly side of Azalea Drive, said centerline being more particularly described as follows:

Beginning at Engineer's Center Line Station 101+44.47, thence S11°45'00"E, 192.06 feet to Engineer's Center Line Station 103+09.15.

The width in feet of said strip of land is as follows:

Station	to	Station	Width on the Easterly Side of Center Line
101+44.47		101+95.49	30.00 in a straight line to 81.02
101+95.49		102+43.21	81.02 in a straight line to 95.94
102+43.21		103+09.15	95.94 in a straight line to 30.00

Bearings are based on a Relocation Survey by Josephine County dated April 2, 1959.

The parcel of land to which this description applies contains 0.07 Acres, more or less, outside of the existing right of way.

Drainage Easement

KNOW ALL MEN BY THESE PRESENTS:

That Robert A. Strode and Carol D. Strode, Husband and Wife, do hereby grant an easement unto Josephine County, Oregon, a body politic, it's successors in interest and assigns, which Easement is for the construction and maintenance of storm drainage facilities and which Easement is over the property situated in Josephine County, Oregon, described as follows, to wit:

SEE EXHIBIT "A"

TO HAVE AND TO HOLD the above described Permanent Drainage Easement unto Grantee, it's successors in interest and assigns, forever.

Josephine County reserves the right to enter onto said Easement for the purposes of construction, maintenance, and repair of such drainage facilities which are connected to and functioning as part of drainage facilities located within the County's road right-of-way. The County may exercise this right when, in its judgement, the drainage facilities in the easement are adversely affecting the proper functioning of drainage facilities in the County's road right-of-way.

Josephine County expressly disclaims any duty or responsibility to the Grantor to maintain or repair any of the drainage facilities in the drainage easement and shall not be liable for failure to maintain or repair said facilities.

The Grantor warrants that they are the owners of said real property free and clear of all liens and encumbrances whatsoever, except those of record on the below date.

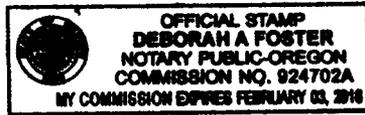
IN WITNESS WHEREOF, the Grantor has executed this instrument this 9th day of August, 2016.

Robert A. Strode
Robert A. Strode

Carol D. Strode
Carol D. Strode

STATE OF OREGON, County of Josephine) ss

This instrument was acknowledged before me on 9th day of August, 2016, by Robert A. Strode and Carol D. Strode.



Deborah A. Foster
Notary Public for Oregon
My commission expires: Feb 03, 2018

ACCEPTED:

[Signature]
Josephine County Engineer

JOSEPHINE COUNTY
BOARD OF COMMISSIONERS

Cherryl Walker, Chair

K.O. Heck, Vice Chair

Simon G. Hare, Commissioner

Exhibit "A"

A parcel of land lying in the Southeast quarter of Section 29, Township 35 South, Range 6 West, Willamette Meridian, Josephine County, Oregon and being a portion of that property described in that Warranty Deed to Robert A. Strode and Carol D. Strode, recorded on October 23, 1996 as Instrument No 1996-20147 of the Deed Records of Josephine County; the said parcel being that portion of said property included in a strip of land lying on the easterly side of Azalea Drive, said centerline being more particularly described as follows:

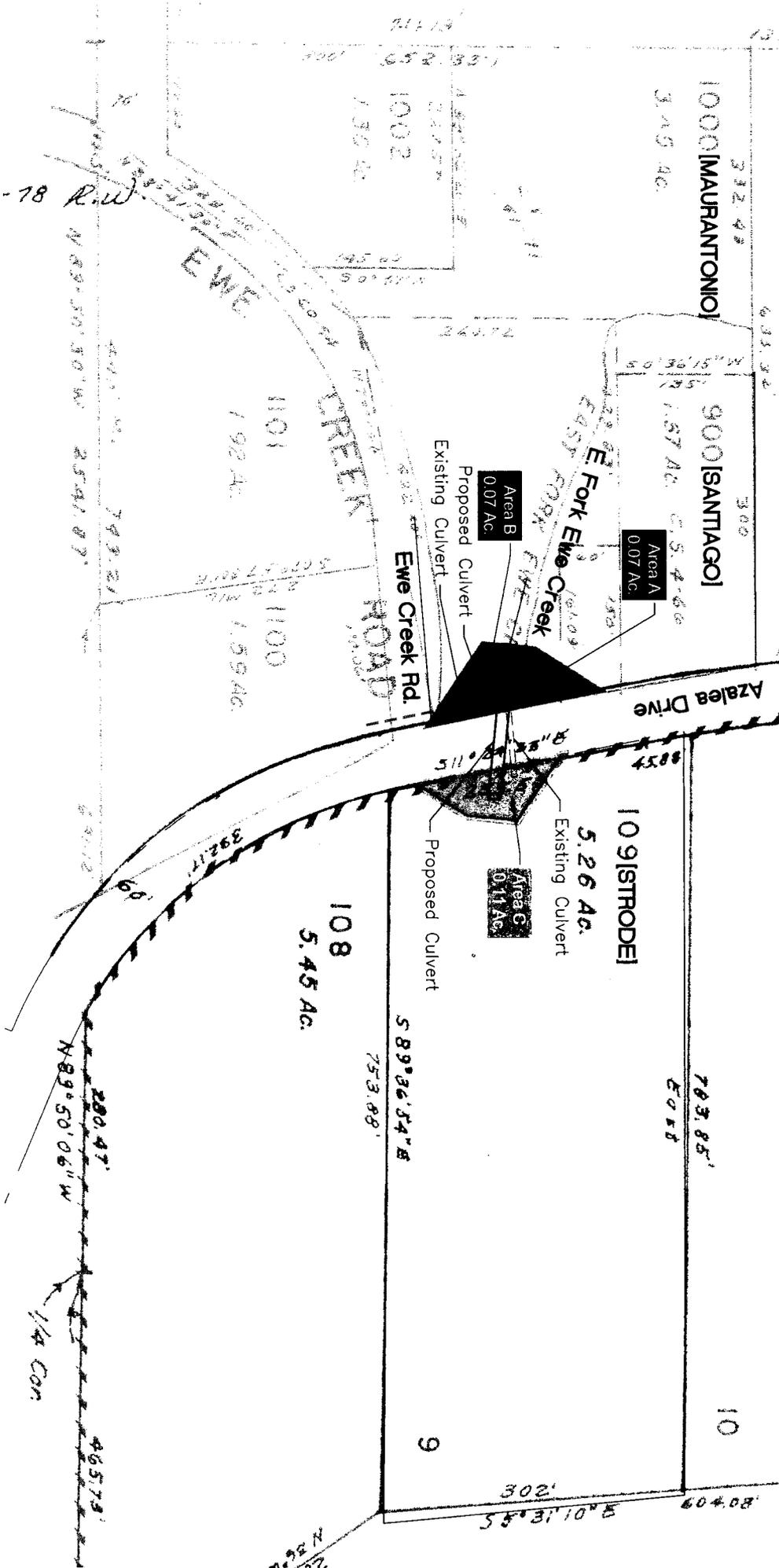
Beginning at Engineer's Center Line Station 101+91.72, thence S11°45'00"E, 192.06 feet to Engineer's Center Line Station 103+36.53.

The width in feet of said strip of land is as follows:

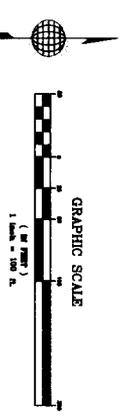
Station	to	Station	Width on the Easterly Side of Center Line
101+91.72		102+47.72	30.00 in a straight line to 86.01
102+47.72		102+95.44	86.01 in a straight line to 71.08
102+95.44		103+36.53	71.08 in a straight line to 30.00

Bearings are based on a Relocation Survey by Josephine County dated April 2, 1959.

The parcel of land to which this description applies contains 4,729 square feet, more or less, outside of the existing right of way.



**Azalea Dr. • E. Fork Ewe Crk.
Culvert Replacement**



JOSEPHINE COUNTY
PUBLIC WORKS
201 RIVER HEIGHTS WAY
GRANT'S PASS, OR 97527
P: (541) 474-3460
F: (541) 474-3475





Josephine County Board of Commissioners

AGENDA REQUEST FOR BOARD OF COMMISSIONERS

Agenda Requests are due by NOON on Monday of the week scheduled for Administration Workshop
Requests received after that time will be placed on the Administration Workshop agenda for the following week

If sending documents electronically – send to both
twharton@co.josephine.or.us and wwatkings@co.josephine.or.us

REVISED JANUARY 2016

Date Submitted to BCC	8/29/16
Administration Workshop Meeting Date (Thursday)	9/1/16
WBS Meeting Date (Wednesday) <small>Note: Second Wednesday of the month is evening session</small>	9/7/16

AGENDA TITLE: Amendment No. 1 to the Contract for Professional ^{Personal} Services between Civil West Engineering Services, Inc. and Josephine County	
Department/Contact Person (Include Title and Ext. #)	Rob Brandes, Public Works Director, 4429
Presenter (Include Name and Title)	Rob Brandes, Public Works Director
Background information	This amends the contract signed by the Board of County Commissioners on November 4, 2015, for a preliminary engineering study for wastewater collection and treatment options for the North Valley General Service District; to include the Grants Pass Airport in the study; extends contract through December 31, 2016.
Action you are requesting from the Board	Approve/sign Amendment
Reviewed by Finance Director (If yes, Finance's signature required)	Yes <i>AG via Elton Dew</i>
Reviewed by Legal Counsel (If yes, Legal's signature required)	Yes <i>WH</i>
Reviewed by Information Technology (If yes, IT's signature required)	No
Total Revenue, Cost, or Pass-Thru Funds to the County	Cost to County \$19,696
Notes or Special Instructions to BCC Staff	

Title of Document(s) Submitted <u>All exhibits must be clearly marked</u>	Number of original documents submitted	Are all signatures on the documents? Y/N or BCC only	Are additional signatures needed? Y/N	Will a state or federal agency be signing the document? Y/N	Will additional signatures be received electronically? Y/N
Contract Amendment No. 1	2 <i>originals to follow</i>	BCC only	Y	N	N

DOCUMENT DISTRIBUTION: Board staff is required to submit one fully executed document with original Board signatures for recording in the Board's Journal in the County Clerk's Office unless otherwise specified under Notes or Special Instructions to BCC Staff.

- **All Signatures:** If all signatures are obtained, one fully executed original document will be filed in the Board's Journal in the County Clerk's Office and all other originals will be returned to the contact person. If only one original was submitted, an electronic copy will be returned to the contact person.
- **Additional Signatures Needed on Original Documents:** Board staff will retain one document with original Board signatures and return the additional originals to the contact person to obtain the remaining signature(s). Upon department receipt of the fully executed document, one fully executed original document must be returned to Board staff for recording in the Board's Journal in the County Clerk's Office.
- **Additional Signatures Needed on Electronic Documents:** Board staff will retain one document with original Board signatures and return an electronic copy to the contact person to obtain the remaining signature(s). Upon department receipt of the fully executed electronic document, one fully executed electronic document must be returned to Board staff for recording in the Board's Journal in the County Clerk's Office.

CONTRACT FOR PERSONAL SERVICES
Josephine County, Oregon
Amendment No. 1

THIS AMENDMENT is made to the Contract for Personal Services dated November 4, 2015, by and between JOSEPHINE COUNTY, a political subdivision of the State of Oregon ("County"), and CIVIL WEST ENGINEERING SERVICES, INC., a corporation licensed to do business in the State of Oregon ("Consultant"). County and Consultant agree as follows:

A. Section 1. **TERM** is amended as follows:

TERM: This Contract shall commence on the date last signed below, and shall continue until December 31, 2016, unless earlier terminated or extended as provided herein.

B. Section 4. **SERVICES** is amended as follows:

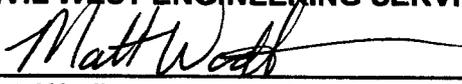
Scope of Work - Amendment: Consultant shall provide additional services in accordance with *Engineering Scope of Services*, attached hereto as Exhibit "A" and by this reference incorporated herein.

C. Section 6.3. **PAYMENT** is amended, to allow for payment of an additional **\$19,696.00**, as more particularly set out in Exhibit "A," *Engineering Scope of Services, Engineering Fee Structure – WWFP Project*, attached hereto and incorporated herein, as follows:

6.3 During the term of this contract, total payments by County to Consultant under this contract shall not exceed the amount of **\$118,124.00**, without the prior approval of the Contract Administrator.

D. **AFFIRMATION:** Except as otherwise amended herein, the Contract for Personal Services between the parties dated November 4, 2015, remains in full force and effect as originally signed, and is incorporated herein by reference.

CONSULTANT:
CIVIL WEST ENGINEERING SERVICES, INC.



Matt Wadlington, P.E., Area Manager

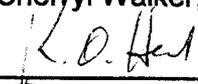
8/25/16

Date

JOSEPHINE COUNTY:
BOARD OF COMMISSIONERS

absent at signing

Cheryl Walker, Chair



K.O. Heck, Vice-Chair



Simon G. Hare, Commissioner

9/1/16

Date



ENGINEERING SCOPE OF SERVICES

Date: July 20, 2016

City Work Order Number:

To: Mr. Robert Brandes, Public Works Director, Josephine County

From: Matt Wadlington, PE,

RE: **Josephine County – North Valley Industrial Part Preliminary Engineering Report – Addendum No. 1**
Civil West Project Number: 1905-002

The purpose of this scope of services is to describe the approach, costs, and schedule proposed by Civil West to add additional planning and engineering support services to include the Grants Pass Airport property into the current study as Addendum No. 1.

Background Summary

SORED I hired Civil West to complete a Feasibility Study of wastewater collection and treatment options in the Merlin/North Valley area. The Feasibility Study found that creating local "pods" of wastewater collection and treatment would be more efficient than creating a regional wastewater collection system.

Josephine County has followed up on the Feasibility Study by contracting with Civil West to prepare a "pre-design" report for the area, including the North Valley Industrial Park (NVIP), with the possible inclusion of the nearby Three Rivers School District (3RSD) Manzanita Elementary School and Fleming Middle School. Work on the Predesign Report is approximately 70% complete.

Purpose of this Scope of Services

The purpose of this Scope Addendum is to provide a summary of the services and costs required to include the airport property into the planning area. Including the airport area in this study, may result in the recommendation that the airport property be included in the same "pod" as the NVIP, and possibly, the 3RSD. Conversely, the results of the analysis may recommend that the airport property would be better served by a smaller and more local "pod". The additional services identified in this addendum will provide the basis for the airport property to move forward with a plan to provide sewer service. This service will allow further development of the airport property.

Part A: Scope of Work

The following tasks have been identified to track the project's progress. Each task will be assigned a certain number of engineering hours for completion. While there may be many subtasks included within these major task areas, only the major tasks will be discussed below.

Task 1 – Project Management and Administrative Services – This task includes administrative and project management efforts related to the management of this project. This shall include processing of paperwork and correspondence between Civil West and the County, coordination on financial matters, directing resources internally, meeting with staff on routine issues, and other project management activities.

Task 2 – Background Data and Project Kickoff – Under this task, we will meet with Larry Graves, Airport Manager, where we will gather information, drawings, data, photographs, measurements, and other data on all of the existing facilities. This information will be used to prepare a detailed description of the existing facilities in the Preliminary Engineering Report and to estimate future flows. This task will also include an analysis of service population, and population projections that will be used throughout the study. Other background data will be gathered and prepared including rainfall and environmental data, socioeconomic data, and other information critical to the planning effort.

Task 3 – Wastewater Flow and Load Analysis –

Under this task, we will utilize the data and spreadsheet set up on Task 2 for evaluating existing flows and loads and projecting those criteria into the future. The projected figures will be further evaluated and utilized to define the design criteria to be utilized in the planning effort. This will include identifying design flows (summer and winter), design loads, biological design criteria, and other factors. This information will be compared against anticipated permit information to identify treatment needs, removal requirements, and elimination requirements for wastewater constituents.

Task 4 – Alternatives– Under this task, we will evaluate alternatives for potential wastewater systems. This will be a more detailed review than that completed in the feasibility study last year. We will evaluate alternatives with the collection system, pump station, and the treatment facilities. The alternatives will be discussed, evaluated, and information provided to illustrate the considerations that were made. Cost estimates will be prepared for viable alternatives so that financial impacts can also be considered. Preliminary sizing will be completed for viable alternatives and drawings and sketches provided where appropriate.

Task 5 – Recommendations/CIP – Under this task, we will complete a comprehensive and final evaluation of the most viable alternatives. This will include both cost and non-cost-based evaluations. Operation and maintenance costs will be evaluated and considered. Finally, a set of recommended alternatives will be assembled and included within the PER.

Task 6 – Preparation of Report – Under this task, we will assemble all of the analyses that were completed during the planning effort. We will add discussion within the Preliminary Engineering Report which will address the possible inclusion of the airport property.

Part 'B' : Project Fee Proposal

Our proposed fee for the above scope of services is summarized in the table below. A detailed fee worksheet is attached showing the individual tasks, estimated hours, and project costs associated with each task and the entire project budget.

Task No.	Task Description	Estimated Budget
1	Project Management & Coordination	\$1,070.00
2	Background Data and Kickoff	\$1,606.00
3	Wastewater Flow and Load Analysis	\$1,640.00
4	Alternatives Analysis	\$8,192.00
5	Recommendations/CIP	\$2,564.00
6	Preparation of Report	\$4,624.00
Total Proposed Project Budget		\$19,696.00

The fee proposal above constitutes a recommended budget for this wastewater planning addendum. If less time or effort is required on the project during this planning phase, the County will be the beneficiary of the savings as has been the case in the past on our projects.

If the above proposal is agreeable to the County, please sign where indicated below and return a copy to our office for our files.

We look forward to continuing our relationship with you and the County on this important project. Please call me if you have any questions or wish to adjust this proposed scope of services for the construction phase.

Sincerely,
Civil West Engineering Services, Inc.



Matt Wadlington, PE
Area Manager

Authorized Representative Signature Accepting Scope of Services

Date

Exhibit A

Josephine County
 Preliminary Engineering Report Addendum #1 - Airport Property Inclusion
 July 21, 2016

		Engineering Fee Structure - WWFP Project								
		Principal Engineer	Project Manager	Senior Project Engineer	Project Engineer	Engr Tech	Clerical	Outside Consultants	Total Hours	Total Fee
		\$145.00	\$130.00	\$123.00	\$116.00	\$98.00	\$44.00	Lump Sum		
Tasks										
1	Project Management & Coordination									
1a	Overall project Management	2	6						8	\$1,070.00
	Task Total	2	6	0	0	0	0	\$0.00	8	\$1,070.00
2	Background Data and Kickoff									
2a	Kickoff Meeting and background data collection		2			3			5	\$554.00
2b	Obtain Flow Data and setup Spreadsheet				4				4	\$484.00
2c	Population analysis, EDU's, projections, etc					6			6	\$588.00
	Task Total	0	2	0	4	9	0	\$0.00	15	\$1,626.00
3	Wastewater Flow and Load Analysis									
3a	Flow Analysis, existing and projected values					12			12	\$1,176.00
3d	Setup basis for cost estimates, ENR index background, etc				4				4	\$464.00
	Task Total	0	0	0	4	12	0	\$0.00	16	\$1,640.00
4	Alternatives Analysis									
4a	Development of alternatives for collection system - piping projects		2		4	6			12	\$1,312.00
4c	Development of primary and secondary treatment alternatives		2		20	8		\$0.00	30	\$3,364.00
4d	Development of solid waste alternatives, dewatering, disposal, etc		2		4	6		\$0.00	12	\$1,312.00
4e	Preparation of cost estimates for viable alternatives, O&M evaluations, and non-cost evaluations		2		10	8			20	\$2,204.00
	Task Total	0	8	0	38	28	0	\$0.00	74	\$8,192.00
5	Recommendations/CIP									
5a	Preparation of final preliminary cost estimates		4		4	4		\$0.00	12	\$1,376.00
5b	Preparation of prioritization matrix, recommended takedown schedule, and CIP list		2		8				10	\$1,188.00
	Task Total	0	6	0	12	4	0	\$0.00	22	\$2,564.00
6	Preparation of Report									
6a	Completion of information in report form		8	0	20	12	2		42	\$4,834.00
	Task Total	0	8	0	20	12	2	\$0.00	42	\$4,834.00

Medford Advanced Generation Tree Improvement Cooperative

MEMORANDUM OF UNDERSTANDING

1. RECITALS.

- a. The parties to this Memorandum of Understanding (MOU) are the following organizations: USDI Bureau of Land Management – Medford District (BLM); Fruit Growers Supply Company (Fruit Growers); Hancock Forest Management, Inc. (Hancock); Indian Hill, LLC (Indian Hill); Lone Rock Timber Management Company (Lone Rock); Murphy Timber Investments LLC (Murphy); Perpetua Forests Company (Perpetua); Plum Creek Timberlands (PCT); Silver Butte Timber Company (Silver Butte). These parties, hereinafter referred to as Cooperators, have agreed to create a new advanced-generation tree improvement program, to be known officially as the Medford Advanced-Generation Tree Improvement Cooperative (MEDTIC).
- b. The MEDTIC Program is conceived to be a cooperative tree improvement program (e.g., selection, breeding, and testing), with the express purpose of producing genetic strains of Douglas-fir suited to the Cooperators' needs/specifications and making them available for future mass production by any MEDTIC Cooperator in good standing that may choose to use them for operational reforestation on their lands enrolled in MEDTIC. The MEDTIC Program does not encompass the mass-production function (e.g., operational seed orchards) *per se*; that is left to the individual Cooperators. However, MEDTIC may play a subsidiary role in fostering operational use/deployment of resultant strains.
- c. Western Forestry and Conservation Association (WFCA) and NWTIC are also parties to this MOU, but are not Cooperators. Their roles and responsibilities are spelled out in Section 4 below.
- d. The purpose of this MOU is to set forth the objectives, responsibilities and requirements for operation of the MEDTIC Program, including terms for sharing program costs, Intellectual Property (IP) and handling the funds generated by this agreement.
- e. This MOU shall remain in force indefinitely unless terminated by written notice.

2. IN EXCHANGE FOR THE MUTUAL PROMISES CONTAINED IN THIS MOU, COOPERATORS AGREE THAT:

- a. Since MEDTIC is directly affiliated with NWTIC, each Cooperator in good standing shall maintain membership in NWTIC throughout the duration of this MOU. NWTIC dues/assessments will be paid upon receipt of an invoice from Oregon State University.
- b. Cooperators shall share all costs for program coordination, selection, breeding and testing activities, as explained in Section 3 below. Genetic evaluation plantations shall be established, maintained, and measured to mutually agreeable standards among all

Cooperators.

- c. MEDTIC shall operate on the basis of consensus; all official decisions/actions require unanimous consent of the Cooperators.
- d. Each Cooperator/landowner who permits establishment of a genetic evaluation plantation(s) as part of the MEDTIC Program is requested to facilitate access their test sites for the duration of their use by MEDTIC.
- e. A Cooperator will not provide pedigreed material, associated test data, analyses, or other Intellectual Property to outside parties without the express written consent of all other Cooperators. Failure to comply with this provision by any Cooperator is grounds for termination of membership. Exceptions to this clause will include will include any cooperator's contractor working under confidentiality agreements. NWTIC will be permitted to include MEDTIC data for general data analyses such as breeding zone verification or genetic parameter estimation, without releasing breeding values or predicted gains specific to any parent, cross or forward selection.
- f) In the event that a Cooperator should sell or trade land where genetic evaluation plantation(s) are established as part of this MOU, the Cooperator shall notify purchaser of its existence and location, and request continuing access by the MEDTIC Cooperators, or their agents.

3. PROGRAM COST-SHARING:

- a. Cooperators shall share all costs of conducting the program (e.g., selection, breeding, testing, and coordination); and their individual cost-shares shall be proportional to their respective gross owned and managed acreages in the MEDTIC testing zones between 1,500 and 5,000 feet elevation within the MEDTIC footprint as shown in Exhibit B, proportional to acreage reforested for Douglas-fir. These acreages and cost-shares are shown in Table 1 below:

TABLE 1 - COOPERATORS' COST-SHARES (revised May 5, 2015)

Cooperator	Acres	Cost Share %
BLM	135,000	37.7%
Fruit Growers	6,000	1.7%
Hancock	39,400	11.0%
Indian Hill	25,000	7.0%
Lone Rock	34,279	9.6%
Murphy Timber	25,000	7.0%
Perpetua	5,040	1.4%
Plum Creek	71,000	19.8%
Silver Butte	17,013	4.8%
	357,732	100.0%

- b. During an annual meeting of the Cooperators, each Cooperator will report to MEDTIC any changes in owned and managed acreage within the geographical footprint of the cooperative. This information will be stored in meeting minutes and will be used to adjust the cost shares in Table 1 for the upcoming year. If a Cooperator is absent or cannot otherwise update acreage at this meeting, the MEDTIC Leader will contact that Cooperator shortly thereafter and attach any acreage changes to an addendum that will be stored with the meeting minutes. This shall be accomplished annually by September 15th.
- c. Cooperators' in-kind contributions shall be credited to their cost-shares, on terms to be decided collectively by Cooperators on a case-by-case basis.
- d. Cooperators that conduct MEDTIC breeding operations will be reimbursed or credited for this in-kind work, according to a standard schedule of costs that is mutually acceptable to all of said orchard owners and other Cooperators. This cost schedule accounts for both direct and indirect costs associated with establishment, maintenance, and management of breeding orchards.
- 1) Direct costs include, but are not limited to, purchase of rootstock, grafting, graft maintenance, tagging, weed control, pollen collection, pollen extraction, controlled pollination, seed processing, and expenses for other work or materials, or the contracting of such work, necessary to manage breeding orchards to meet MEDTIC objectives.
 - 2) Indirect costs cover all those general expenses associated with maintaining support facilities and services at breeding orchard sites that are used jointly by the Cooperators. These include, but are not limited to, orchard supervision costs, personnel expenses, taxes, insurance, land rental, equipment rental and maintenance, road and building maintenance.

4. ORGANIZATION AND RESPONSIBILITIES

a. MEDTIC Leader's Role and Responsibilities

- 1) MEDTIC Cooperators shall elect one of their members to serve as Leader of the Co-op for a term that is mutually acceptable to them. The Co-op Leader may appoint other Cooperators to assist with various assigned functions (e.g. as Treasurer).
- 2) The MEDTIC Leader (and his/her delegates) will fulfill all functions assigned by the Cooperators, including:
 - a) Calling, organizing, and chairing Co-op meetings
 - b) Planning and budgeting for Co-op activities/functions
 - c) Tracking and reporting program progress
 - d) Coordinating all aspects of the Co-op program
 - e) Maintaining and reconciling Co-op financial records and contract information.
 - f) Authorizing disbursement of money from the MEDTIC account, as per Section 4c (2) (a) below.
 - g) Submitting a permanent set of Co-op records to NWTIC including minutes, correspondence, work plans, breeding records, pedigrees, raw data, analyzed data, field test information, agreements, .
- 3) The MEDTIC Leader will serve as MEDTIC's principal liaison with NWTIC and WFCA to identify, specify, coordinate, and track delivery of specific program support and technical services provided in accordance with this MOU (e.g., data analysis, labor contracting).

b. NWTIC's Role and Responsibilities:

- 1) The role of NWTIC is to store all data and technical information (e.g. breeding records, pedigrees, raw data, analyzed data, maps, meeting minutes) sent by MEDTIC and provide specific program support and technical services (e.g., program planning, coordination, data analysis) to the various meta-cooperatives (such as MEDTIC) that are directly affiliated with NWTIC, as stipulated in current NWTIC bylaws and contracts.
- 2) NWTIC is not responsible for the work of implementing local co-op programs; MEDTIC Cooperators are solely responsible for their own implementation work (e.g., breeding operations, seed handling, test establishment, measurements).

c. WFCA's Role and Responsibilities:

- 1) As the legal "umbrella" under which MEDTIC operates, WFCA shall act as MEDTIC's agent in contracting with other parties to provide specific services for the benefit of the MEDTIC cooperative. Cooperators bear sole responsibility for administration of their respective contracts; WFCA will not be involved in such activity.
- 2) WFCA shall provide office support services (e.g., accounting, invoicing, and

payments) in support of MEDTIC.

- a) WFCFA will administer the MEDTIC account, which will receive moneys from Cooperators and disburse moneys as instructed by the MEDTIC leader. As instructed, WFCFA will invoice Cooperators for their respective shares of program costs. From moneys received, WFCFA will make payments to contractors and other payees.
- b) No contracts will be let until WFCFA has received sufficient funds to cover the projected contract costs. The MEDTIC leader will provide WFCFA with a cost estimate for each proposed contract, and Cooperators will be invoiced in advance for their respective cost-shares. Any funds surplus to the actual contract costs will remain in the MEDTIC account to offset any future costs incurred by MEDTIC.
- c) WFCFA is not responsible for payments of any kind, other than those it is authorized to disburse from funds in the MEDTIC account. Cooperators are solely responsible for payment of all valid invoices for contracted services and will maintain sufficient funds in the MEDTIC account to cover all such costs. Beyond promptly invoicing Cooperators for their cost shares, WFCFA is not responsible for any deficit of funds in this account.

5. LIABILITY AND INDEMNITY

- a. Given the varied legal implications of Cooperators' operating on one another's owned or managed property under terms of this MOU, various Cooperators have prepared their own statements pertaining to liability and indemnity for resultant damage, loss, or injury to persons or property. General Cooperators' Liability/Indemnity statement is outlined in Exhibit C.
- b. It is expected that each Cooperator will apply its own indemnification requirements, on a case-by-case basis, whenever other Cooperators, or their agents, request access to its property. When needed, each Cooperator, or their agents, will show evidence of liability coverage (self-insurance or third-party policy), sufficient to satisfy the indemnity requirements of the concerned party or parties.

6. TIME SCHEDULE AND BUDGET

- a. A time schedule of MEDTIC activities and an estimated budget for the period January 2015 through December 2034 have been drafted and are attached hereto as **Exhibit D**.
- b. Since scheduling and budgeting are dynamic processes, the document in Exhibit D is subject to revision by the Cooperators, as the MEDTIC Program progresses. Such revision will not necessitate amendment of this MOU, but will be handled as part of routine Co-op administration.

7. TERMINATION

- a. Parties to this MOU may terminate their participation by providing written notice to the MEDTIC Leader. Cooperators choosing to terminate participation are still responsible for paying their shares of all costs in the current budget cycle. Termination is effective immediately upon notification.
- b. Cooperators who terminate their participation will have no right to pedigreed breeding material (other than their own), and will not be granted access to genetic test data or analyses beyond that which has already been distributed.
- c. In the event that participating landowners terminate their participation for any reason, remaining Cooperators have the right to continue MEDTIC breeding operations at the terminated Cooperator's site until current-generation controlled pollinations are complete or until the year 2021, whichever comes first. Remaining Cooperators will assume all costs for continued MEDTIC breeding operations on a terminated Cooperator's land, and the terminated Cooperator will allow the described activities to occur free of charge to remaining Cooperators.
- d. If a Cooperator terminates participation for any reason, remaining Cooperators shall have access to and use of MEDTIC genetic evaluation plantation(s) of the terminated Cooperator-
- e. Cooperators can, by mutual consent, effect the termination of an individual Cooperator for failure to comply with provisions of this agreement, notwithstanding the provisions of item 2c above.
- f. Any Cooperator that fails to pay its WFCOA cost-share invoice(s) within six (6) months of receipt shall be automatically terminated.
- g. Termination of a Cooperator for any reason shall be noted in MEDTIC files and/or meeting minutes.
- h. Sale or transfer of Cooperator property:
 - 1) In the event that a Cooperator sells or trades a portion of their enrolled acreage to a non-member, that Cooperator shall notify the Chair, who will adjust Table 1 for the following budget cycle. The new landowner will inherit no rights of membership, but may petition the Cooperative for membership as outlined in Section 8 below. Changes in status are immediate as of the closing date of the sale or trade, and not extended through the budget cycle.
 - 2) In the event that a Cooperator sells or trades a portion of their enrolled acreage to another MEDTIC Cooperator, both parties shall notify the Chair, who will adjust Table 1 for the following budget cycle.
 - 3) In the event that a Cooperator sells or trades all of their enrolled acreage or a Cooperator is purchased by a non-member, their membership will be automatically

terminated and they will have no further rights or status with MEDTIC. The new landowner will inherit no rights of membership, but may petition the Cooperative for membership as outlined in Section 8 below. Changes in status are immediate as of the closing date of the sale or trade, and not extended through the budget cycle.

8. REINSTATEMENT AND ADDITION OF COOPERATORS

- a. Other organizations may later be admitted as MEDTIC Cooperators in good standing, upon submission of a written request to the MEDTIC Leader and unanimous approval by the Cooperators. Terms of admission will be determined on a case-by-case basis and may include a negotiated lump-sum admission fee.
- b. Reinstatement and/or addition of Cooperators shall require an addendum to this MOU, signed by the new Cooperator.

9. OWNERSHIP AND TITLE

- a. The title or ownership of the real property, improvements, buildings, and equipment shall remain with landowners, respectively, at each breeding or testing location. The Cooperators shall have a joint interest in products produced in breeding operations.
- b. Cooperators have no interest or right to any commercial forest products produced from genetic evaluation plantations, other than from genetic evaluation plantations located on their own land.
- c. Genetic test data produced in the MEDTIC program shall remain the property of the individual Cooperators. These data will be freely available to all MEDTIC Cooperators in good standing for their collective and individual use (within the constraints of Section 2e). To that end, the Cooperators may make and keep copies of all such data to which they are entitled.
- d. In the event of the termination of this MOU all funds remaining after payment of outstanding obligations will be distributed as agreed upon by the members.

10. ENROLLMENT

- a. The above terms of agreement are hereby accepted and approved by the parties as witnessed by the signatories on the attached signature pages.
- b. This MOU becomes effective on the date that the last signature page is signed.

MEDTIC Tree Improvement Cooperative
MEMORANDUM OF UNDERSTANDING

10. SIGNATURE PAGE

HANCOCK FOREST MANAGEMENT, INC.

By: _____ (signature)

Type or print name: _____

Title: _____

Date: _____

By: _____ (signature)

Type or print name: _____

Title: _____

Date: _____

MEDTIC Tree Improvement Cooperative

MEMORANDUM OF UNDERSTANDING

10. SIGNATURE PAGE

FRUIT GROWERS SUPPLY.

By: _____ (signature)

Type or print name: _____

Title: _____

Date: _____

By: _____ (signature)

Type or print name: _____

Title: _____

Date: _____

MEDTIC Tree Improvement Cooperative

MEMORANDUM OF UNDERSTANDING

10. SIGNATURE PAGE

INDIAN HILL, LLC.

By: _____ (signature)

Type or print name: _____

Title: _____

Date: _____

By: _____ (signature)

Type or print name: _____

Title: _____

Date: _____

MEDTIC Tree Improvement Cooperative

MEMORANDUM OF UNDERSTANDING

10. SIGNATURE PAGE

LONE ROCK TIMBER MANAGEMENT COMPANY

By: _____ (signature)

Type or print name: _____

Title: _____

Date: _____

By: _____ (signature)

Type or print name: _____

Title: _____

Date: _____

MEDTIC Tree Improvement Cooperative
MEMORANDUM OF UNDERSTANDING

10. SIGNATURE PAGE

MURPHY TIMBER INVESTMENTS LLC.

By: _____ (signature)

Type or print name: _____

Title: _____

Date: _____

By: _____ (signature)

Type or print name: _____

Title: _____

Date: _____

MEDTIC Tree Improvement Cooperative

MEMORANDUM OF UNDERSTANDING

10. SIGNATURE PAGE

PERPETUA FORESTS COMPANY.

By: _____ (signature)

Type or print name: _____

Title: _____

Date: _____

By: _____ (signature)

Type or print name: _____

Title: _____

Date: _____

MEDTIC Tree Improvement Cooperative

MEMORANDUM OF UNDERSTANDING

10. SIGNATURE PAGE

SDS LUMBER COMPANY.

By: _____ (signature)

Type or print name: _____

Title: _____

Date: _____

By: _____ (signature)

Type or print name: _____

Title: _____

Date: _____

MEDTIC Tree Improvement Cooperative
MEMORANDUM OF UNDERSTANDING

10. SIGNATURE PAGE

SILVER BUTTE TIMBER COMPANY.

By: _____ (signature)

Type or print name: _____

Title: _____

Date: _____

By: _____ (signature)

Type or print name: _____

Title: _____

Date: _____

MEDTIC Tree Improvement Cooperative

MEMORANDUM OF UNDERSTANDING

10. SIGNATURE PAGE

PLUM CREEK TIMBERLANDS, L.P.

By: _____ (signature)

Type or print name: _____

Title: _____

Date: _____

By: _____ (signature)

Type or print name: _____

Title: _____

Date: _____

MEDTIC Tree Improvement Cooperative

MEMORANDUM OF UNDERSTANDING

10. SIGNATURE PAGE

USDI BUREAU OF LAND MANAGEMENT – MEDFORD DISTRICT

By: _____ (signature)

Type or print name: _____

Title: _____

Date: _____

By: _____ (signature)

Type or print name: _____

Title: _____

Date: _____

MEDTIC Tree Improvement Cooperative

MEMORANDUM OF UNDERSTANDING

10. SIGNATURE PAGE

WESTERN FORESTRY AND CONSERVATION ASSOCIATION

By: _____ (signature)

Type or print name: _____

Title: _____

Date: _____

By: _____ (signature)

Type or print name: _____

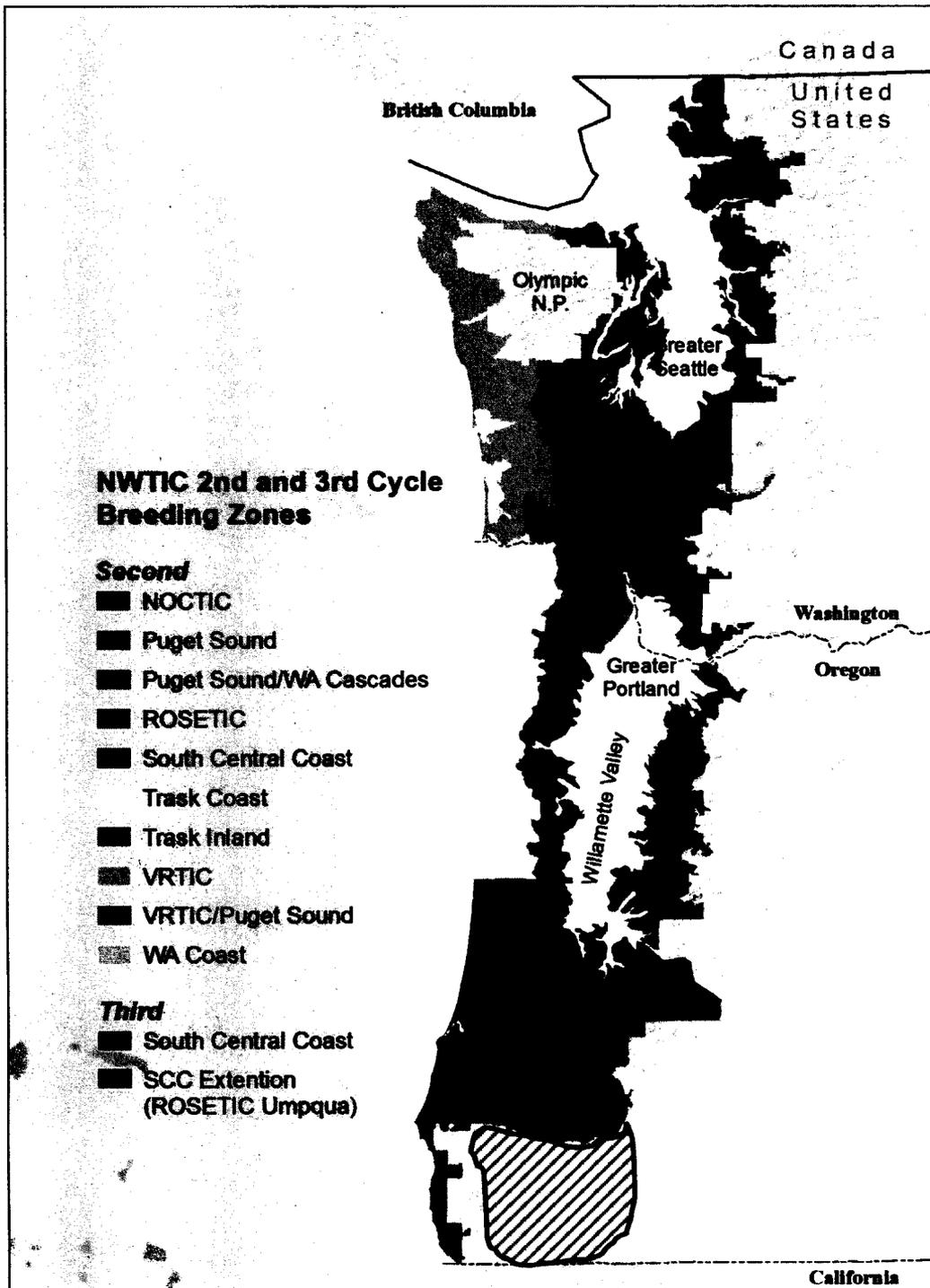
Title: _____

Date: _____

MEDTIC Tree Improvement Cooperative
MEMORANDUM OF UNDERSTANDING

EXHIBIT A

MEDTIC Breeding and Testing Area (footprint)



Last edited May 5, 2015

MEDTIC Tree Improvement Cooperative

MEMORANDUM OF UNDERSTANDING

EXHIBIT C (page 1 of 2)

Cooperators' Liability/Indemnity Statements

1. BLM, in the manner and to the extent provided by the Federal Tort Claims Act, as amended (28 USC 1346,2671-2680), shall not?? be liable for, and shall hold the Cooperators and their managed land owners harmless from, claims for damage or loss of property, personal injury, or death caused by the negligent or wrongful acts or omissions of any employee of the federal government in the performance of this MOU or from activities of BLM during the operation of the breeding orchard located on BLM land. Provided, that in the event that the federal government has to pay for any loss, such payment shall not entail expenditures which exceed appropriations available at the time of the loss; provided further, that nothing herein shall be interpreted as implying that the United State Congress will, at any later date, appropriate funds sufficient to meet any deficiencies.
2. Each and every corporate signatory ("Company") intends that, to the full extent permitted by law, one party be responsible, directly and/or by and through the insurance coverage carried by such party pursuant to the provisions of this MOU, for each loss, damage, or injury arising from or relating to MEDTIC Program activities ("Work"). In furtherance of this intent:
 - a. The signatories shall indemnify, save, and hold the Company and their managed land owners harmless from and against any and all loss, damage, expense (including attorney's fees), responsibility, liability for injury or death, of persons, and/or loss, damage to, or destruction of property belonging to the Company, and their managed land owners or others, or for claims therefore, whether or not the Company has suffered actual loss, damage, or expense ("Loss"), where such Loss has resulted from, pertains to, or has arisen out of, the signatories' performance of the Work. The signatories' indemnity obligation shall apply to any negligent acts, omissions to act, or willful misconduct, whether active or passive, on the part of the signatories, and shall extend to claims asserted after termination of this MOU. Signatories' indemnity obligations shall extend to the joint or concurrent negligence of the signatories and the Company but shall not extend to Losses caused by the Company's sole negligence or willful misconduct. The signatories' indemnity obligations shall extend to all attorneys' fees incurred in establishing the Company's right to indemnification.

MEDTIC Tree Improvement Cooperative

MEMORANDUM OF UNDERSTANDING

EXHIBIT C (page 2 of 2)

Cooperators' Liability/Indemnity Statements (continued)

- b. This indemnity shall extend, without limitation, to the personal injury and/or death of the Company's employees and employees of the signatories' agents, assigns, or subcontractors. To the extent necessary to hold harmless the Company hereunder, the signatories expressly waive any immunity or exemption from liability for personal injury or death of the signatories' employees that may exist under, or any right to receive contribution from the Company created by the workers' compensation laws of Oregon. As used in this indemnity, acts referred to as being those of the Company or the signatories, as the case may be, shall include acts of each such party's directors, officers, employees, agents, representatives, subcontractors, or assigns. Except for claims of Loss caused by the Company's sole negligence or willful misconduct, the signatories shall assume and pay the defense costs of any lawsuit or administrative proceeding brought against the Company upon any claim of Loss and pay on behalf of the Company the amount of any settlement that may be reached on behalf of, or judgment that may be entered against, the Company in connection therewith.
- c. The parties intend that any such loss, damage, expense, responsibility, and/or liability for injury or death, and/or loss, damage, or destruction, to which the foregoing indemnity does not, either by its terms or by operation of law, extend, shall nonetheless be compensated by and to the extent of the insurance coverage purchased or required to be purchased pursuant to this MOU. Solely with respect to general liability coverage that the signatories provide for the Company, the coverage shall include causes of action against the Company by employees of the signatories. In the event that any of the provisions of this section or any other provisions of this MOU shall be invalid, illegal, or unenforceable in any respect, the validity of the remaining provisions contained in this section and this MOU shall be in no way affected, prejudiced, or disturbed thereby.

MEDTIC Tree Improvement Cooperative

MEMORANDUM OF UNDERSTANDING

EXHIBIT D

MEDTIC Activity Schedule and Anticipated Budget Annual Workloads and Budget Estimates: Medford 2nd-Generation Metacooperative

Activity Type & Parties Responsible:		Activity Timeline with Estimated Costs (2015 \$)																				
MEDTIC Staff and Local Group Members		Contractors																				
		Total Cost	2015	2016	2017	2018	2019	2020	2021	2022	2023	2024	2025	2026	2027	2028	2029	2030	2031	2032	2033	2034
Breeding Activities:																						
Misc. Meetings, Coordination, etc.		\$0																				
Establish Breeding Orchard (collected seeds)		\$0																				
Maintain Breeding Orchard		\$0																				
Induce Flower Crop		\$4,000	\$500	\$500	\$500	\$500	\$1,000	\$1,000														
Collect/Process Pollen, Viability Testing, etc.		\$13,000	\$2,000	\$2,000	\$2,000	\$2,000	\$2,000	\$2,000	\$1,000													
Produce seed		\$78,000				\$7,000	\$23,000	\$23,000	\$23,000													
Nursery Phase:																						
Strictly Seed, Sow #15A Seedlings, Assess/Weeder Crop		\$45,300									\$5,000	\$5,000	\$5,000	\$15,000								
Field Tests:																						
Prepare Sites		\$23,000							\$11,000													
Layout Site, Mark Planting Spots		\$11,700							\$5,800													
Fencing		\$67,300							\$43,770	\$0	\$43,770											
Label, LR, Grade, and Randomize Seedlings		\$3,000							\$1,000		\$1,000											
Plant Seedlings		\$11,700							\$5,800		\$5,800											
Map Established Sites		\$11,700		\$0					\$5,800		\$5,800											
Tag Established Sites		\$11,700							\$5,800		\$5,800											
Maintain Test sites		\$19,800							\$2,200	\$2,200	\$2,200	\$2,200	\$2,200	\$2,200	\$2,200	\$2,200	\$2,200	\$2,200	\$2,200	\$2,200	\$2,200	\$2,200
Mature Tests (10 years from seed)		\$36,000																			\$18,000	\$18,000
Program/Field Coordination		\$45,000							\$10,000	\$10,000	\$10,000										\$6,000	\$6,000
Year-End Program Test Plantation Ages:																						
First Seeding (Medium-High elevation)		na							1	2	3	4	5	6	7	8	9	10	11	12	13	
Annual Cost Totals:																						
Yearly Cost Totals (=Non-Discounted Sum of 2015 Dollars):		\$380,659	\$5,000	\$5,000	\$2,000	\$10,300	\$8,400	\$28,400	\$24,400	\$73,800	\$40,200	\$76,700	\$41,000	\$2,200	\$2,200	\$2,200	\$2,200	\$2,200	\$2,200	\$2,200	\$2,200	\$2,200
Budget Contingency @ 5%:		\$19,433	\$0	\$0	\$125	\$515	\$1,200	\$1,200	\$1,200	\$3,750	\$2,015	\$3,837	\$2,077	\$110	\$110	\$110	\$110	\$110	\$110	\$110	\$110	\$110
Buy-in Fees		\$0																				
Grand Total:		\$413,092	\$5,000	\$5,000	\$2,125	\$10,815	\$9,600	\$29,700	\$25,600	\$77,550	\$42,215	\$80,537	\$43,077	\$2,310	\$2,310	\$2,310	\$2,310	\$2,310	\$2,310	\$2,310	\$2,310	\$2,310
Estimated Cost Share for BLM		\$156,066	\$944	\$944	\$382	\$4,095	\$10,473	\$10,473	\$9,579	\$29,785	\$15,985	\$30,442	\$16,888	\$873	\$873	\$873	\$873	\$873	\$873	\$873	\$873	\$873
Estimated Cost Share for Plum Creek		\$82,079	\$497	\$497	\$222	\$2,148	\$5,508	\$5,508	\$5,091	\$15,985	\$8,407	\$16,010	\$8,686	\$459	\$459	\$459	\$459	\$459	\$459	\$459	\$459	\$459
Estimated Cost Share for Hancock		\$45,086	\$273	\$273	\$286	\$1,180	\$3,025	\$3,025	\$2,796	\$8,605	\$4,618	\$8,794	\$4,760	\$252	\$252	\$252	\$252	\$252	\$252	\$252	\$252	\$252
Estimated Cost Share for Silver Butte		\$18,688	\$119	\$119	\$125	\$515	\$1,320	\$1,320	\$1,220	\$3,754	\$2,014	\$3,836	\$2,077	\$110	\$110	\$110	\$110	\$110	\$110	\$110	\$110	\$110
Estimated Cost Share for Indian Hill		\$26,901	\$175	\$175	\$184	\$757	\$1,839	\$1,839	\$1,792	\$5,516	\$2,960	\$5,637	\$3,062	\$162	\$162	\$162	\$162	\$162	\$162	\$162	\$162	\$162
Estimated Cost Share for Perpetua		\$5,826	\$35	\$35	\$37	\$153	\$391	\$391	\$361	\$1,112	\$597	\$1,136	\$615	\$33	\$33	\$33	\$33	\$33	\$33	\$33	\$33	\$33
Estimated Cost Share for Lone Rock		\$39,628	\$240	\$240	\$252	\$1,037	\$2,859	\$2,859	\$2,456	\$7,563	\$4,059	\$7,730	\$4,184	\$222	\$222	\$222	\$222	\$222	\$222	\$222	\$222	\$222
Estimated Cost Share for Fruit Growers		\$5,936	\$42	\$42	\$44	\$182	\$465	\$465	\$430	\$1,324	\$710	\$1,352	\$732	\$39	\$39	\$39	\$39	\$39	\$39	\$39	\$39	\$39
Cost per acre			\$1.156	\$0.007	\$0.007	\$0.030	\$0.078	\$0.078	\$0.078	\$0.221	\$0.116	\$0.225	\$0.122	\$0.006	\$0.006	\$0.006	\$0.006	\$0.006	\$0.006	\$0.006	\$0.006	\$0.006

Cost per graft (\$)	4
Breeding Orchard maintenance/acre/yr (\$)	1500
Breeding (\$/Completed Cross)	300
#15-A Seedlings (\$/M)	1,800
Incremental Site Prep (\$/Acre)	500
Layout & Stake Tests (\$/M)	500
Test Fencing (\$/Linear Foot)	5.0
Plant Tests (\$/M)	500
Map Test Sites (\$/M)	500
Tag Test Sites (\$/M)	500
Year-1 Test Maintenance (\$/Acre)	100
Year-2 Test Maintenance (\$/Acre)	100
Year-3 Test Maintenance (\$/Acre)	100
Year-4 Test Maintenance (\$/Acre)	0
Year-7 Test Maintenance (\$/Acre)	0
Year-10 Test Maintenance (\$/Acre)	100
Nursery Measurement Costs (\$/M)	\$0
Age-10 Measurement Costs (\$/M)	\$2,000
Age-12 Measurement Costs (\$/M)	\$2,000

Cooperator	Acres	Percent Total
BLM	135,000	37.8%
Plum Creek	71,000	18.9%
Hancock	39,000	10.9%
Murphy Timber	25,000	7.0%
Silver Butte	17,013	4.8%
Indian Hill	25,000	7.0%
Perpetua	5,040	1.4%
Lone Rock	34,279	9.6%
Fruit Growers	6,000	1.7%
Total:	357,332	100.0%

If your acreage is different, costs can be calculated by using the appropriate multiplier. Eg. If real acreage is twice as much, cost will be twice as much. Cost-shares to participants may be reduced/increased due to buy-in fees.

	Seed #1	Seed #2	Total
# of Medium Elevation Tests	5	0	5
# of High Tests	0	5	5
Total Number of Test Sites	5	5	10
Number of Families/ Medium Elevation Site	150	0	150
Number of Replications/ Medium-Elevation Site	12	0	
Number of Trees/Family/Rep/Medium-Elevation Site	1	0	
Net Trees/Family/Medium Site	12	0	
Net Trees/Medium Site	1,800	0	1,800
Gross Trees/Medium Site (= Net + 30%)	2,340	0	2,340
Gross Acres/Medium Site (FxF' Spacing)	4.4	0.0	4.4
Number of Families/ High Site	0	150	150
Number of Replications/ High Site	12	12	
Number of Trees/Family/Rep/High Site	1	1	
Net Trees/Family/High Site	12	12	
Net Trees/High Site	0	1,800	1,800
Gross Trees/High Site (= Net + 30%)	0	2,340	2,340
Gross Acres/High Site (FxF' Spacing)	0.0	4.4	4.4
Total Test Acres	11,700	11,700	23,400
Gross Number of Test Trees (pick-out target)	11,700	11,700	23,400
Nursery Sowing Target (cap/ha)	15,000	13,000	27,000
Net Number of Test Trees (# to measure)	9,000	9,000	18,000

Model last updated by K. Jayawickrama on 12/30/14. Spreadsheet originally designed by David Todd, Dan Cross and others.

MEDTIC Tree Improvement Cooperative
MEMORANDUM OF UNDERSTANDING

1. ADDENDUM DATED September 1, 2016

JOSEPHINE COUNTY FORESTRY – JOSEPHINE COUNTY, OREGON

Josephine County Forestry (JCF), wishes to join into the MEDTIC Tree Improvement Cooperative, as defined by the Memorandum dated September 15, 2015. JCF has determined that 10,000 Douglas-fir timberland acres under their management will benefit from the activities of the Cooperative, and agrees to share in the costs of those activities on a percentage basis, when their new acres are added to the total membership.

JCF is aware of and agrees to all terms and conditions of the MEDTIC Tree Improvement Cooperative Memorandum dated September 15, 2015, will assume all the responsibilities, rights and privileges of existing members commencing with the first meeting following the signing of this Addendum, and will be subject to sharing of expenses in the next dues cycle, which begins January 1, 2017.

By: _____ (signature)

Type or print name: _____

Title: _____

Date: _____

By: _____ (signature)

Type or print name: _____

Title: _____

Date: _____

By: _____ (signature)

Type or print name: _____

Title: _____

Date: _____



**BEFORE THE BOARD OF COUNTY COMMISSIONERS FOR JOSEPHINE COUNTY
STATE OF OREGON**

In the Matter of Administrative Policies and)
Procedures for Josephine County for the)
Purpose of Conducting Business on a)
Daily Basis: Personnel Policy)

Order No. 2016 - 039

WHEREAS, Josephine County Board of Commissioners has directed the County's Finance Director to review, standardize, revise and make recommendations to the Board of Commissioners regarding Josephine County Administrative Policies and Procedures; and

WHEREAS, the Finance Director has developed recommendations for certain County Administrative Policies and Procedures; and

WHEREAS, the Board of County Commissioners has reviewed and approved the proposed policies; now, therefore

IT IS HEREBY ORDERED that the Josephine County Board of Commissioners approves the revision of the following policies as represented in Exhibit 1, attached hereto:

Policy Number	Policy Name	New/Revised Policy Name	Date Adopted/Last Revised
Josephine County Personnel Policy Manual: Article 22	County Business Travel	County Business Travel	07/27/2016

IT IS FURTHER ORDERED that said policy be incorporated into the Josephine County Personnel Policy Manual and be distributed to all County Elected Officials, and to all County offices, programs and divisions.

DONE and DATED this 7th day of September 2016.

**JOSEPHINE COUNTY
BOARD OF COMMISSIONERS**

Cherryl Walker, Chair

K. O. Heck, Vice-Chair

Simon Hare, Commissioner