

2) MRERD Transaction report 07/01/2023 through 08/08/2023

Citizens Bank

8/8/2023 Trans	LGIP	Transfer	to cover checks	2,500.00
8/4/2023	884 Cutaway	Mowing	Inv 1160	(2,142.50)
8/3/2023 DebitDJ	Zoom	Office	Annual fee MRERD	(142.90)
7/7/2023	883 Debbie Jackson	PO Box	Reimburse annual fee	(166.00)
7/1/2023 DebitDJ	Consumers Power		Signs/Lights	(17.41)

INCOME

EFT	LGIP	Taxes received	from Benton Co.	00.00
7/31/2023 DEP	LGIP	Interest	Interest Income Accrual	616.65
8/5/2023 TRANS	Citizens Bank	Transfer	To Cover checks	<u>(2,500.00)</u>

OVERALL TOTAL **\$1,907.54**

Debbie cannot attach debit card to pay for the PO Box in Philomath because a retired President Lee Kitzman’s name was the owner of the box. **Action Item: she will look into getting a response from the PO for name change and automatic payment through the debit card.**

Review of projects:

Roadside mowing: Sandy: Road side mowing was done in a potential red flag situation and we had to be charged for a water truck for over \$600.00 for the 2 partial days that the mowing was done. Otherwise, it would have been a \$1,600.00 job. He made 2 passes in some places on Daisy that was noticed by neighbors.

Roadside brush and limbing/tree cutting: Sandy: She applied for a grant through Benton County Wildfire Prevention Program and was awarded \$3,000.00 for focusing brush/ tree cutting back for reduction of fuel load in the event of wildfire. On Daisy Drive is a large tree growing right at the roads edge which narrows down the road. The fire departments water pump to fill their trucks, is at the end of Daisy. Taking down of the tree and clearing the tunnel of tree branches at the narrow place will allow 2 fire trucks to pass at this area and give better access to the pump for the fire dept. The opening up of this area then benefits both the fire dept. and the community. Inga Williams at Benton Co. said the proposal was great and approved the grant. Casey Riddle with Riddle Tree Services is a certified arborist and is going to do the job. He has a 60-foot boom truck and a chipper to do the job. He will clear up to the 20-foot height and 5 feet off of the roadside. He can send Inga the bill or we can pay him directly. **Debbie makes a motion that we accept the grant from Benton Co. Sandy seconds. All in favor, all present Commissioners agree.** Riddle Tree Service can send the bill directly to Inga at Benton County and Sandy has sent the information to Casey for him to be able to do that. Discussion whether the tree was in our ROW and yes, the tree is at the roads edge and will soon start affecting the roadbed. Communication with Casey about clearing other problem areas in the Estates was done and a \$1,600.00 proposal was made for a days’ work with the boom truck and chipper, as a basis to see what can get done with clearing problem branches dead trees, over hanging trees, branches that will come down in a storm in a snow load. Branches impeding traffic.

Discussion that this cost seemed reasonable. His charge is \$200.00HR just for the boom truck. He can go up 60 feet and get spindly branches that could come down. He could start the clearing of the trees/ branches anywhere in the Estates. We need to discuss where he should start. **Debbie makes a motion to approve the proposal for the \$1600.00 with Riddle Tree Service to see how far that gets us in the project. Sandy seconds. All present commissioners agree. Action Item: Sandy will contact Riddle Tree Service for the scheduling of the grant work and the proposed bid work for \$1,600.00.**

Dust Abatement for Iris Circle: Sandy: We went to the same folks we had last year Nutrien Ag Solutions for the dust seal. Discussion: on what was done last year with the leaves and debris on the roads prior to application of the dust seal. Unknown by present community members if they were blown off prior to application. Company does not remove debris prior to the application, we need to do that ourselves. Kevin has a leaf blower we can use to do that. Sandy will contact Kevin on Monday to get the blower and blow off the debris. **Sandy makes a motion to approve proposal from Nutrien Ag solutions for "Not to exceed \$5,000.00" for dust abatement on the gravel portions of Iris Circle (proposal was for \$4,505.00 (+/- 3%) for 4224 l/ft and 12 foot wide. Debbie seconds. All present Commissioners approve. Action item: Sandy will contact Nutrien Ag and inform them of our approval and to get us on their schedule.**

Chip seal project: Debbie: The question came up of where our authority comes from for our procurement. In the MRERD website under the "important information" tab we have our ordinance. The Ordinance started in December 2013. It states that the signed original is in the permanent box. The box is passed on to each new president. The document on the website is unsigned. Debbie's question was, "When were the other dates that filled the document in?" Debbie read the minutes from approx. 2012 to 2014 when this was being prepared and found the answers. The document was read for the first time on Dec 23, 2013. It was read for a second time on Jan 13, 2014, to become effective Jan. 13, 2014 and signed by then Board Chair, Val Bach at that date. And read the next meeting on Feb. 10, 2014 was attested to by Kirk Schroder the district secretary at that time. We have the full documentation and we need to find a way to add that to our website document. Or find the scanned one and scan it. Debbie is comfortable that this is the enacted ordinance for MRERD. The question then is "How are we or can we move forward". Question was asked why the copies on the website were not signed. Really unknown why they were not signed and posted. The document just says again, the signed copies are in the "box". And Joe Chambers our new president from Jan. 2023 has the box? Yes. Notes from Dec. 2012 where they attorney had responded, so the development of the ordinance was going on before that date. It was finally enacted and a second signature gotten Feb. 2014 and the ordinance was given a number "Ordinance 2014-1". Debbie would like to get the signed one but at the minimum get this information in our minutes. This was contracted with a municipal lawyer to come up with this ordinance that gives our own district as a public contracting board. Or what is called a Licensed Governmental Contracting Board. The district did not have anything and this was drawn up to make sure that we had a procedure and policy and limits and things for what we trying to do to be able to move forward. This is our governing document as well as the Oregon Revised Statutes. The Ordinance makes the Commissioners the contract review board. Where we are concerned about is the bonding and the nature of what we are doing (in our contract with the chip seal project). Question: Whether or not are we conducting a public improvement contract or not. Debbie reviewed the wording of the Ordinance under Section 5. Public Improvement Contracts. A Public Improvement contract **does not include**, among other things, "**maintenance of public improvements**". After reading Section 5 on Public Contracts for Goods and Services, this section **does apply to "ordinary repair and maintenance necessary to preserve a public improvement"**. This section is broken down into cost of contracts and in the section (2) contract cost more than \$10,000.00 but less than \$150,000.00, "a contract may be awarded by the District Board based on competitive quotes" and goes on to say.... "Advertising is not

required, if the solicitation is not advertised, the Board may seek contracts from all contractors who have expressed interest in the District's Public Contracts." Debbie continues that we paid \$3,000.00 for the lawyer to draw this up. While reading the minutes when this was being drawn up, there was a \$70,000.00 cap on this section that was rejected and the \$150,000.00 enacted. She is comfortable that we have followed what is required for the contract under the public contracts section (2). We went to every company that has recently worked on the road, and other people and sent RFPs to 8 companies. We received only one response. She thinks we have met this description in here for an entity of our size. We are not the county, not the state of Oregon. Sandy, the other Board member present agrees and says, So, we do not have to follow all the rules that Benton County has to follow. Debbie agrees.

The other question was about the Public Surety Bond. Under the Section D. BONDS: "The performance and payments of bonds requirement and exceptions of the Public Contracting Code shall apply to all public improvement projects. We do not need a bond, (this is a maintenance project under Public Contracts for Goods). The purpose of the bond is for prevailing wage. If our contractor is sued by their employees for prevailing wage, that bond would take effect and protect. Discussion that there may be state law provisions, not county. Suggestions by Debbie that we ask the company for the bond being a good practice we can follow. We have already talked with the contractor about it. Agreement from Sandy that a bond should be asked for to cover possible requirements by the Oregon State and it gives us that protection. We already have a signed contract with Blacktop NW that has been put on hold. Sandy says she can call Frank at Blacktop since Joe is not at meeting tonight and will be gone for another 2 weeks and we would like to get it back on schedule since this is being planned for 2 years. Discussion by community member Val, that the interpretation is correct. Bottom line is that is why SRD write their own ordinances to deconvolute from the confusion of all the ORS's and because it is a smaller government entity. In training received through SDAO it was recommended that SD write their own ordinance. It started back in 2010 by Robin, with Val ended up being the signer. County stopped doing work for SD in 2019. **Debbie makes a motion that we resume contact with Blacktop NW and take our project off of hold and ask for the Public Surety Bond. And find out when he can get us back on his schedule. Sandy Seconds. Debbie, all in favor? All present Commissioners agree. Action Item: Sandy will contact Frank at Blacktop NW by phone tomorrow and keep it up until contact is made.**

Crack Seal update: Sandy emailed Sonya at Salem Seal Coat and was given an estimate time frame of the first to third week in September for that project to be done. Kevin said he sprayed the weeds in the cracks on Iris about 2 weeks ago after Val volunteered to spray. Thank you both.

8:00 PM meeting adjourned