

COOS BAY-NORTH BEND WATER BOARD
P O BOX 539 – 2305 Ocean Boulevard
Coos Bay, Oregon 97420

Minutes
Regular Board Meeting

May 7, 2020
7:00 a.m.

Coos Bay-North Bend Water Board met in open session in the Board Room at the above address, date, and time with Chair Bob Dillard presiding. Other Board members present: Melissa Cribbins, Greg Solarz and Dr. Charles Sharps. Board members absent: None. Water Board staff present: Ivan D. Thomas, General Manager; Matt Whitty, Engineering Manager; Jeff Page, Operations Manager; Rick Abbott, Distribution Supervisor; John McKeivitt, Water Treatment Supervisor; and Karen Parker, Administrative Assistant. Board Legal Counsel Jim Coffey was present. Dave Livesay of GSI Water Solutions, Inc. was present via teleconference. Media present: None. Chair Dillard opened the meeting at 7:00 a.m. and lead the Board and assembly in the Pledge of Allegiance.

Chair Dillard asked if there were any corrections or additions to the April 2, 2020 Regular Board meeting minutes. Ms. Cribbins moved the minutes be approved as written. The motion was seconded by Dr. Sharps and passed unanimously.

Chair Dillard asked if there were any public comments, and there were none.

Regarding the proposed Professional Services Agreement Amendment with GSI Water Solutions, Inc., Mr. Thomas stated the Water Board transitioned its water rights management and consulting services in 2018 to GSI Water Solutions, Inc. Since, the Water Board has been very successful in meeting its environmental commitments for water rights management and dunal aquifer storage investigations. The original 2018 contract was in the amount of \$60,000 which included various services as the Special Use Permit 20-year renewal for the dunes, annual report for the surface water management plan for the dunes and other water right issues.

Staff has met with GSI and reviewed the scope of work for fiscal year 2021 to continue meeting expectations set by regulatory agencies the Water Board has committed to. Staff now wishes to amend the original GSI contract from 2018 to include an annual renewal and scope of work for fiscal year 2021. A majority of the work to be completed includes water rights management and working through final approval for the Water Board's Water Management and Conservation Plan and finalizing the Special Use Permit renewal for the dunal aquifer well system for the US Forest Service. The total of the amended contract for fiscal year 2021 is \$67,000. Monies are budgeted in the fiscal year 2021 budget for these services. The contract will renew annually per the language in the proposed professional services agreement and GSI will assist in preparing quotes for budgetary consideration on an annual basis per the terms in the agreement.

After a brief discussion, Mr. Solarz moved to authorize the General Manager to enter into the Amended Professional Services Agreement with GSI Water Solutions, Inc. in an amount not to exceed \$67,000 for dunal aquifer and water rights consulting services for fiscal year 2021. The motion was seconded by Dr. Sharps and passed unanimously.

Regarding proposed replacement of the Variable Frequency Drive (VFD) for High Service Pump #2, Operations Manager Jeff Page stated there are 2 Variable Frequency Drives for the High Service Pump Station. Last year one VFD failed and it had to be replaced and at present the second VFD is failing. Both of the drives were the same type and from the same manufacturer and are now obsolete. Staff contacted Taurus Power and Control, and a couple other companies to obtain quotes to replace the existing VFD. Only one quote was received from Taurus Power and Control located in Tualatin, Oregon. Staff has turned this claim into the insurance company so the cost on this would only be the deductible in the amount of \$5,000. Mr. Dillard asked the age of the failing VFD. Mr. Page stated the drive was installed with the treatment plant upgrade in 2012.

Water Treatment Supervisor John McKevitt stated staff recommends the VFD be replaced with a new and supported drive unit directly from the actual manufacturer. Danfoss is the actual manufacturer of these drives. The original drive was purchased from General Electric who sells them third party. Purchasing the drive directly from the manufacturer would enhance support and Danfoss is noted through the industry for their comprehensive support. Staff recommends contracting with Taurus Power and Control to provide engineering, design, materials and labor to replace the existing GE AF600 drive for High Service Pump #2 with a new Danfoss drive. Mr. McKevitt stated in this case it would be more cost effective to use Reese Electric to do the actual physical installation. Reese Electric would partner with Taurus who would oversee the installation and complete the integration into the existing SCADA system. Taurus Controls specializes in industrial power engineering design and SCADA development. Dr. Sharps inquired what the cost would be for Reese Electric. Mr. McKevitt stated Reese Electric's work is included in the quote provided by Taurus. After a brief discussion, Dr. Sharps moved to authorize the General Manager to contract with Taurus Power and Controls to provide engineering, design, materials and labor to replace the existing drive for High Service Pump #2 in an amount not to exceed \$25,450. The motion was seconded by Mr. Solarz and passed unanimously.

Engineering Supervisor Matt Whitty presented staff's request to replace 220 feet of 8-inch diameter cast iron pipe with 220 feet of 8-inch diameter PVC on McDaniel Street (Simpson Heights) in North Bend.

McDaniel Street is a paved road on a steep grade with no curb and gutter. A main break last year resulted in significant secondary impacts to the roadway. Water Board staff met with City staff following the break to survey the damage and set the limits of asphalt pavement removal and replacement. After review, Water Board staff asked the City to accept a delay in complete road repair until the water main could be replaced. Initial repairs were made to restore the traffic lane. One patch of road was left in gravel and the damaged pavement was left in place.

Water Board staff have since kept the road maintained by importing small amounts of gravel. Over the past several months staff has received a few calls from citizens expressing concern. The most recent call was on April 24th. After consideration of the calls received, staff proposes to accelerate the project schedule.

The Brights Mill Pump Station Project (FY 20) has a budgeted amount of \$82,900 compared to the McDaniel Street Main Replacement project budget of \$83,900. Staff proposes switching the project schedules by removing McDaniel Street from the FY 21 budget, making budgeted funds available for this project.

Staff proposes designing the project in-house and using Water Board labor for the water main installation and a paving contractor for pavement restoration. The estimate includes \$29,000 for restoration of subgrade and asphalt pavement.

After a brief discussion, motion was made by Dr. Sharps approving the design and replacement of 220 feet of 8-inch cast iron pipe on McDaniel Street at an estimated cost of \$83,900. The motion was seconded by Ms. Cribbins and passed unanimously.

Regarding proposed adoption of Resolution No. 384 accepting an Intergovernmental Agreement with the City of North Bend for Madrona Street paving, Engineering Manager Matt Whitty stated the Water Board's Madrona Avenue Project includes \$47,000 to patch approximately 1,800 feet of trench. The cost is based on the estimated quantity of asphalt concrete necessary to patch the trench, included in the project bid schedule as a per/ton cost.

The City of North Bend has a paving project on Madrona Avenue scheduled for this summer. Public Works Director Ralph Dunham approached the Water Board with a request to combine the paving efforts for the project.

Mr. Dunham's plan is to substitute the trench patching on the Main Replacement Project, instead paving a 12 foot-wide strip on a portion of Madrona. The Water Board's trench will be left with gravel surfacing until the City paving project this summer, and the City will take full responsibility for maintaining the trench until they pave. The City will also send a letter to all affected residents along Madrona explaining the Intergovernmental Agreement.

The City is requesting the Water Board agree to pay \$47,000 to K&E Excavating for the 12 foot-wide strip paving rather than the trench patching.

North Bend City Council has given approval to City staff to negotiate and sign an Intergovernmental Agreement with the Water Board. The proposed Intergovernmental Agreement has been prepared by counsel for the Water Board and City.

After a brief discussion, Ms. Cribbins moved to adopt Resolution No. 384 authorizing Board Chair to execute the Intergovernmental Agreement between the Water Board and City of North Bend for pavement replacement on the Madrona Street 8-inch Water Main Replacement Project. The motion was seconded by Dr. Sharps and passed unanimously. The resolution read as follows:

RESOLUTION NO. 384

**A RESOLUTION TO ADOPT AN INTERGOVERNMENTAL AGREEMENT BETWEEN
THE CITY OF NORTH BEND AND
THE COOS BAY – NORTH BEND WATER BOARD FOR PAVEMENT REPLACEMENT
ON THE MADRONA STREET 8-INCH WATER MAIN REPLACEMENT PROJECT**

WHEREAS, the Coos Bay – North Bend Water Board (hereinafter “Water Board”) is a joint instrumentality of the Cities of Coos Bay and North Bend, Oregon, organized and operated under the authority granted by the City Charters of Coos Bay and North Bend and ORS 225.050; and

WHEREAS, the Board of Directors of Water Board has the authority to adopt resolutions; and

WHEREAS, the Water Board and the City of North Bend (hereinafter “City”) now desire to adopt an Intergovernmental Agreement to allow the City and Water Board to use the portion of the Water Board’s contract with K & E Excavating for resurfacing Madrona Street where the Water Board work was performed, at a cost of \$47,000 and apply that cost to the City’s project.

**NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF DIRECTORS OF THE
COOS BAY – NORTH BEND WATER BOARD AS FOLLOWS:**

1. The above recitals are true and accurate and are incorporated herein by this reference.
2. The Intergovernmental Agreement between the City of North Bend and the Coos Bay – North Bend Water Board, identified as Exhibit “A”, attached hereto and incorporated herein by this reference, is hereby approved and adopted by the Board of Directors of the Coos Bay – North Bend Water Board.
3. The Board Chair is hereby authorized to execute the Intergovernmental Agreement hereby adopted on behalf of the Water Board.

Adopted this _____ day of _____, 2020.

**EXHIBIT “A”
CITY OF NORTH BEND AND COOS BAY – NORTH BEND WATER BOARD
INTERGOVERNMENTAL AGREEMENT FOR PAVEMENT REPLACEMENT ON THE
MADRONA ST. 8” PVC WATER MAIN REPLACEMENT PROJECT**

THIS AGREEMENT is between the City of North Bend, Oregon, (the "City"), an Oregon municipal corporation, and the Coos Bay-North Bend Water Board (the "Water Board"), a joint instrumentality of the City of Coos Bay and the City of North Bend, Oregon.

Recitals

1. The Water Board is a joint instrumentality established by the City of Coos Bay and the City of North Bend pursuant to ORS 225.050 which operates the infrastructure necessary to provide water service within the geographic boundaries of the two cities.

2. The Water Board (hereinafter "Water Board" or "WB") has entered into a contract with K&E Excavating to perform the work on the Madrona Street Main Replacement Project, hereinafter referenced as the "WB Project". A portion of the work to be performed is the HMAC Trench Patching, or resurfacing Madrona Street where the WB work was performed, with a contract cost of \$47,000.00.

3. The Final Completion date for the WB Project is June 1, 2020.

4. The City is proposing to enter into a contract to replace the pavement and utilities on Madrona Street, described in the City bid documents as the Madrona Street #1 Replacement Paving and Utility Project, hereinafter known as the "City Project".

5. The final completion date for the City Project is October 31, 2020.

6. A portion of the City Project resurfacing the paving on Madrona Street will be at the same location as where the WB resurfaced Madrona Street as part of the WB project.

7. The City and the Water Board want to avoid tearing out and again resurfacing the portion of Madrona Street which was resurfaced as a part of the WB Project when the City does the work for the City Project, to avoid the additional work and expense of resurfacing the same area twice.

8. The City and Water Board propose to use the portion of the Water Board's contract with K&E Excavating for resurfacing Madrona Street where the WB work was performed, at a cost of \$47,000.00 and apply that cost to the City Project.

9. The City and Water Board now desire to enter into an Intergovernmental Agreement to avoid the duplication of work and expense in the City's Project to resurface Madrona Street, as described above and to permit the WB to amend the existing contract with K&E Excavating to include a revised surface replacement plan. It is the intent of this Agreement that a mutually beneficial surface replacement plan shall be agreed upon by the City and Water Board, with no additional surface replacement cost, in addition to the \$47,000 contained in the WB contract with K&E Excavating, incurred by the Water Board when the City's Project is performed.

10. The WB and City further intend that any surface damage to Madrona St. related to the WB Project, beyond the scope of the agreed upon surface replacement plan, shall be the City's responsibility to maintain until the City's Project is completed.

NOW, THEREFORE, the City and Water Board hereby agree as follows:

Section 1. Recitals. The above recitals are true and accurate and are incorporated herein by this reference.

Section 2. Term. This Agreement shall be effective as of the final date that both the City and Water Board sign the Agreement, and shall continue until terminated as provided herein.

Section 3. City Duties. During the term of this Agreement, the City agrees as follows:

a. The City shall include in the City's Project to be performed by City's selected contractor the final street resurfacing to Madrona Street that was to have been to performed by K&E Excavating Inc. as part of the WB Project, in conformance with the WB/K&E Excavating

contract documents for the WB Project.

b. Any asphaltic concrete surfaces damaged or disturbed by K&E Excavating Inc. within the project boundaries of the WB Project, left incomplete at the time of final payment by the Water Board to K&E Excavating, and beyond the scope of the work included in the surface replacement contract change order between K&E Excavating and the Water Board, shall be maintained by City until the completion of City's Project and shall be repaired/replaced by the City as part of City's Project.

c. City shall cause to be repaired all surfaces previously improved with asphaltic concrete within the Water Board's Project boundaries, which were left incomplete at the time of final payment to K&E Excavating Inc. for the City to maintain.

Section 4. Water Board's Duties. During the term of this Agreement, the Water Board agrees as follows:

a. To negotiate and process a change order to the Water Board's contract with K&E Excavating for the WB Project Main, which shall have K&E Excavating place gravel in the trench opened for the WB Project and not resurfacing the project area, and in lieu of having K&E complete its portion of the WB Project contact to resurface Madrona Street, amend the WB contract with K&E Excavating to remove an approximate twelve (12) foot wide strip of pavement with the length of the strip to be negotiated between K & E Excavating and City for a cost to the WB not to exceed \$47,000.00. Change order referenced above shall incorporate the details as provided in the City's Site Plan and General Notes, identified as Exhibit "A", attached hereto and incorporated herein by this reference.

b. Pay for and administer the Water Board contract with K&E Excavating Inc. in its entirety, including any bonds and warranties currently specified in said contract.

4.1 Water Board shall review and recommend for approval pay requests from City for K&E Excavating for AC paving up to but not to exceed the estimated amount of \$47,000 for AC trench patching included in the contract for the Main Replacement Project between the Water Board and K&E Excavating.

Section 5. Assignment. The Water Board and City agree to not assign, transfer or attempt to assign or transfer, or permit any involuntary assignment or transfer of their rights or obligations under this Agreement, in whole or in part, without the prior written consent of the other party to this Agreement.

Section 6. Severability. The parties agree that if any term or provision of this Agreement is declared by a court of competent jurisdiction to be illegal or in conflict with any law, the validity of the remaining terms and provisions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if the Agreement did not contain the particular term or provision held to be invalid.

Section 7. Waiver. The failure of either party to enforce any provision of this Agreement shall not constitute a waiver by that party of that or any other provision.

Section 8. Termination.

8.1 This Agreement may be terminated at any time by mutual written consent of the Parties;

8.2 Termination under this paragraph shall not affect any right, obligation or liability of City or Water Board which accrued prior to such termination.

Section 9. Amendments. This agreement may be amended only by an instrument in writing executed by both parties.

Section 10. Entire Agreement. This Agreement sets forth the entire understanding of the parties with respect to the subject matter of this Agreement and supersedes any and all prior understandings and agreements, whether written or oral, between the parties with respect to such subject matter.

Section 11. Waiver. A provision of this agreement may be waived only by a written instrument executed by the party waiving compliance. No waiver of any portion of this agreement shall constitute a waiver of any other provision, whether or not similar, nor shall any waiver constitute a continuing waiver. Failure to enforce any provision of this agreement shall not operate as a waiver of such provision or any other provision.

Section 12. Governing Law and Venue. This agreement has been made entirely within the State of Oregon. This agreement shall be governed by and construed in laws of the State of Oregon. If any suit or action is filed by either party to enforce this Agreement, or otherwise, with respect to the subject matter of this **agreement, venue shall be in Coos County, Oregon.**

Section 13. Indemnity. City and Water Board agree to indemnify, defend, save and hold harmless the other from and against any and all liability, demands, claims, losses, costs (including but not limited to attorneys' fees) arising out of injury or death to any person, including any contractor or subcontractor employed by City to perform the work described herein, and any other person performing any part of the work under the contract with the City, and/or property loss, damage, injury or death to whomsoever or whatsoever, including all loss, expenses, damages, claims, fines, charges, liens, liabilities, actions, causes of action or proceedings of any kind whatsoever (whether or not arising on account of damage to or loss of property, or injury to or death of person) arising directly or indirectly out of or in connection with the performance by the contractor hired by City to perform the work referenced herein, or any act or omission of such contractor, its directors, officers, agents or employees, or the presence of such contractor, its directors, officers, agents or employees upon or about the property, premises or right-of-way of City, whether or not negligence on the part of any Indemnified Party may have caused or contributed to such injury, death, loss or damage; provided, however, that if, under the law applicable to enforcement of this Agreement an agreement to indemnify against the indemnities' own negligence is invalid, then in that event the obligation of either City or Water Board to indemnify the other under this Section shall be reduced in proportion to the negligence of either City or Water Board, if any, which proximately contributed to such injury, death, loss or damage. This indemnity obligation shall also include, but is not limited to, any claims for injury to persons or property, nuisance, mechanics' and materialmen's liens, workers' compensation and unemployment taxes, fines and penalties and environmental damage, occurring or arising in any manner out of or in connection with the performance of this Agreement, and any claims, fines, penalties or other charge or loss arising from any alleged violation of any statute, code, or ordinance or regulation of the United States or of any state, county or municipal government that results in whole or in part, directly or indirectly, from the activities of the contractor's officers, agents, employees or subcontractors related in any way to the performance of the work described in this Agreement.

Section 14. Attorney Fees. In the event any action, suit, arbitration or other proceeding shall be instituted by either party to this Agreement to enforce any provision of this contract or any

matter arising therefrom, or to interpret any provision of this Agreement, including any proceeding to compel arbitration, the prevailing party shall be entitled to recover from the other a reasonable attorney fee to be determined by the court or arbitrator(s). In addition to recovery of a reasonable attorney fee, the prevailing party shall be entitled to recover from the other, costs and disbursements, including all costs of arbitration and the arbitrator(s) fees, and expert witness fees, as fixed by the court or tribunal in which the case is heard.

Section 15. Arbitration. Any controversy or claim arising out of or relating to this contract, including, without limitation, the making, performance or interpretation of this contract, shall be settled by arbitration in Coos County, Oregon, and any Judgment on the arbitration award may be entered in any court having Jurisdiction over the subject matter of the controversy.

15.1 Any party asserting a claim arising out of or relating to this Agreement may make a written demand for arbitration. In this event, the parties shall agree to submit their controversy to binding arbitration before a single arbitrator. The arbitrator shall be an attorney licensed to practice law in the State of Oregon. If the parties cannot agree within 30 days to the selection of a single arbitrator after the election to arbitrate, either party may request that the selection of an arbitrator be made by a Judge of the Circuit Court of the State of Oregon for Coos County. The dispute shall be heard by the arbitrator selected within 90 days thereafter, unless the parties agree otherwise.

15.2 The parties will pay their own costs of arbitration, and each will be obligated for one-half of the arbitrator's fee. The provision of Section 13 shall also apply to arbitration, and in the event of arbitration under the provisions of this Contract, the prevailing party shall be awarded reasonable attorney fees and related costs.

15.3 If arbitration is commenced, the parties agree to permit discovery proceedings of the type provided by the Oregon Rules of Civil Procedure both in advance of, and during recess of, the arbitration hearings. ORS 183.450(1) through (4), where applicable, shall control the admission of evidence at the hearing in any arbitration conducted hereunder, provided however no error by the arbitrator in application of the statute shall be grounds as such for vacating the arbitrator's award. Each party shall be entitled to present evidence and argument to the arbitrator. The arbitrator shall give written notice to the parties stating the arbitration determination and shall furnish to each party a signed copy of such determination and Judgment so the award may be entered in any court having Jurisdiction over the parties. The parties agree that all facts and other information relating to any arbitration arising under this contract shall be kept confidential to the fullest extent permitted by law.

15.4 The parties agree that the arbitrator shall have no Jurisdiction to render an award and/or Judgment for punitive damages. The parties agree that the decision of the arbitrator shall be final and binding on the parties and a Judgment may be entered on the arbitrator's award. Unless otherwise inconsistent herewith, the provisions of ORS Chapter 36 shall apply to any arbitration hereunder. The duty to arbitrate shall survive the cancellation or termination of this contract.

15.5 Service of process in connection therewith shall be made by certified mail. In any judicial proceeding to enforce this agreement to arbitrate, the only issues to be determined shall be the existence of the agreement to arbitrate and the failure of one Party to comply with that agreement, and those issues shall be determined summarily by the court without a jury. All other issues shall be decided by the arbitrator, whose decision thereon shall be final and binding. There may be no appeal of an order compelling arbitration except as part of an appeal concerning confirmation of the decision of the arbitrator.

15.6 Neither Party shall institute any legal proceeding against the other to enforce any right

hereunder or for breach hereof, except that either Party may institute litigation (i) to enforce its rights of arbitration hereunder (ii) to confirm and have judgment entered upon any arbitration award issued hereunder, and (iii) to stay the running of any statute of limitation or prevent any other occurrence (including, without limitation, the passage of time) which would constitute laches, estoppel, waiver or any other such legal consequence that suit is necessary to avoid, provided, however, that neither Party shall pursue litigation under item (iii) beyond such action as is necessary to prevent prejudice to its cause of action pending ultimate resolution by arbitration under this Section.

15.7 If any dispute between the Parties arises from or in connection with any claim of litigation initiated by any third party (either as claimant, plaintiff, counterclaimant, or defendant/third Party plaintiff), then, unless the Parties agree otherwise, the resolution of that dispute under the arbitration provisions of this Section may at the option of either Party be deferred until the resolution of that third-party claim or litigation, provided, however that in the event of any such dispute in connection with a claim or litigation so initiated by a third party, either Party may at any time initiate arbitration under this Section to determine prospective liability between the Parties upon facts which are stipulated, admitted solely for the purpose of arbitrating prospective liability, or not reasonably in dispute. The issue of whether any fact is "reasonably in dispute" under the preceding sentence shall be subject to mandatory arbitration hereunder upon the demand of either Party. In the event Owner is made a party to such claim or litigation so initiated by a third party, Owner shall select its own counsel and have complete control over all claim or litigation decisions concerning its participation in that claim or litigation, regardless of whether Owner is required to, or in fact does, initiate a crossclaim, counterclaim, or third-party claim under Subclause (iii) of Subsection 15.6 above.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed:

City of North Bend

By: Terence O'Connor, City Manager

Date

Coos Bay-North Bend Water Board

By: Bob Dillard, Board Chair

Date

The Board's next regular meeting was set for Thursday, May 21, 2020, at 7:00 a.m.

Updates were given as follows:

- McCullough Bridge – The painting contractor is back in town and they have resumed work on the pipe. Their anticipated completion is this calendar year so if all goes as planned the Water Board will be putting the pipe back in service upon their completion.
- Madrona Street Main Replacement – The project is complete and went very well. All that remains to be done is paving.
- Pennsylvania, Flanagan and Oregon Pump Replacements – Pennsylvania Pump Station has been completed. Distribution Specialist, Jason Mills, and the crew are in the process of working on Flanagan and Oregon Pump Stations.

- Budget Committee – Patty Scott and Aaron Speakman will be serving on the Committee and staff is waiting for responses from the City of North Bend and City of Coos Bay as to who will be serving on the Budget Committee.
- SCADA System – The instrumentation control contractor updated Windows 7 to Windows 10 that the primary platform runs on, and fine-tuned some of the control points in the computer program.
- North 15th Street Water Main Replacement – The Crew will be starting this project next week.
- 4th Avenue Main Replacement – The Agreement has been signed and returned to the City of Coos Bay. Notice to Proceed will be issued. A schedule will be requested so the Water Board can notify their inspector of the dates.

Regarding the 2019 timber sale, Mr. Whitty stated only one bid was received from Scott Timber. The bid came in lower than expected, about 10 percent lower than the 2017 timber sale. Dr. Sharps asked how many acres the sale consists of. Mr. Whitty stated approximately 118 acres. Dr. Sharps asked if staff was planning on these funds in the upcoming budget. Mr. Thomas stated the funds were planned for FY 2022 capital funds. Dr. Sharps inquired what prior years brought in. Mr. Whitty commented it depends on what species and unit and stated that prior year's prices were higher. Mr. Thomas stated staff plans on doing a full timber cruise soon and does not plan to do another timber sale until that is completed. Ms. Cribbins commented a lot of timber is not selling right now and it may be best to reject the bid and rebid at a later date. After a brief discussion, motion was made by Ms. Cribbins to reject the bid from Scott Timber and rebid at a later date. The motion was seconded by Dr. Sharps and passed unanimously.

At 7:45 a.m. Chair Dillard directed they go into executive session for the purpose of discussing potential litigation pursuant to ORS 192.660(2)(h). They returned to open session at 8:35 a.m. There being no other business to come before the Board, Chair Dillard adjourned the meeting at 8:35 a.m.

Approved: _____, 2020

By: _____
Chair Robert Dillard

ATTEST: _____