



WASCO COUNTY BOARD OF COMMISSIONERS
REGULAR SESSION
JULY 11, 2012

PRESENT: Rod L. Runyon, Chair of County Commission
Scott C. Hege, County Commissioner
Sherry Holliday, County Commissioner
Tyler Stone, County Administrator
Kathy White, Executive Assistant

At 9:00 a.m. Chair Runyon called to order the Regular Session of the Board of Commissioners and asked for any additions or corrections to the agenda. Mr. Stone asked to add a discussion of the regional Coordinated Care Organization to the list.

Commissioner Holliday added a request for contingency funds transfer from the Commissioners' miscellaneous fund for the Bob Paul Memorial. The bench has been purchased. She requested \$300.00 maximum for the purchase and engraving of a plaque.

*****The consensus of the Board is to approve the transfer of funds for the purchase and/or engraving of the salt rock plaque to be displayed on or near the Bob Paul Memorial Bench.*****

Commissioner Runyon added the Treasurer's Report to the discussion list. He noted that the report would be more useful if it contained some historical information to provide context. Commissioner Holliday stated that in years past the Board would receive a report that included the percentage spent and found it more useful than just a balance sheet. The Board agreed to bring it to the County Treasurer for consideration.

Discussion List Item – Letter of Support for Route 30 Signs

Dennis Davis, former member of the Historic Columbia River Highway Advisory Board, stepped forward to explain the request for support. Their goal is to have the Historic Columbia River Highway designated as historic from Troutdale to The Dalles. A portion of span is already designated as historic. Part of the span

is I-84 while the rest is Hwy. 30, particularly from Mosier to The Dalles. They would like the entire Hwy. 30 section designated and signed as historic. Once signed, they would be able to go forward with efforts to create bike paths along the entire route. It is Mr. Davis' belief that the designation will not cause the Postal Service to change addresses. The signs would change from "US Hwy. 30" to "Historic Hwy. 30."

Chair Runyon inquired if this would be a step in mitigating the dangers involving bicyclists on the blind curves leading to Crate's Point. Mr. Davis responded that they have been working with both ODOT and the Discovery Center in an effort to route those bicyclists onto the Riverfront Trail to keep them off of that particular piece of road. They are looking at putting some signs up at the turnoff to the Discovery Center.

*****Commissioner Holliday moved to approve the letter of support for the Historic Columbia River Highway Advisory Board's efforts to resign Highway 30 as an historic highway. Commissioner Hege seconded the motion which passed unanimously.*****

Discussion List Item – Youth Think Grant Application

Debby Jones, Prevention Coordinator, stated that last year Youth Think had applied for and won the AMA Prescription Drug Abuse Grant which targeted high school seniors. The \$8,000.00 grant is available again this year with a focus on kids ages 2-16. The grant is through a private foundation and requires no matching funds. She asked the Board for approval to apply for the grant.

*****Commissioner Hege moved to support Ms. Jones grant application. Commissioner Holliday seconded the motion which passed unanimously.*****

Discussion List Item – Tax Collector's Annual Report

Commissioner Hege wanted to know what the CATF Interest Collected represented in the report. Mr. Stone replied that he would contact Tim Lynn, County Assessor, to get that information. Commissioner Hege also asked what "amount added to rolls," found on the second page of the report, stood for. Mr. Stone offered to see if Mr. Lynn would be available to answer questions. Chair Runyon also wanted to know what the "discounts" were.

Mr. Stone returned with Mr. Lynn who explained that CATF Interest Collected is an allocation of the interest collected that goes to the State for the Assessment and Tax Fund. A portion of delinquent tax interest goes to the CATF, the remainder goes to the district. The interest rate for delinquent taxes is 16% per year.

He went on to say that the discount is 3% and happens only in November for annual payment of taxes. The "added to rolls" designation is for adjustments and corrections.

Discussion List Item – QLife Agreement

Paul Ferguson, Information Services Manager, came forward to answer questions regarding the QLife Agreement. Commissioner Holliday asked if there are any significant changes from the previous QLife agreement. Mr. Ferguson replied that the new contract allows the county to charge for services rendered. Although they have paid retroactively, there was no formal agreement for payment.

Mr. Stone pointed out that the intent was always for QLife to begin paying when they became solvent.

**{{{Commissioner Hege moved to approve the QLife Agreement.
Commissioner Holliday seconded the motion which passed
unanimously.}}}**

Discussion List Item – CCO Letter of Support

Chair Runyon noted that the second and third paragraphs of the suggested letter are more of an advertisement than a letter of support and should be eliminated. Mr. Stone explained that the letter was a template that went out to all stakeholders. Hood River County is already in the process of creating an alternate letter which they will share with us. We will need to modify that letter and get it out by the July 20th deadline or face reductions in reimbursements from the State.

Mr. Stone added that at a recent Governance Council meeting it was determined that they need to establish bi-laws and begin work on a joint management agreement with Pacific Source. The Columbia Gorge Health Council will need to become a not-for-profit entity as part of the process. The Governance Council has agreed that the cost to do that would be approximately \$3,500.00 per entity on the Governance Council. Mr. Stone requested approval for that expenditure to be paid out of the Special Projects budget.

He went on to say that Jason Conger with Miller Nash, Attorneys at Law, located in Bend, is the principal attorney who negotiated Central Oregon CCO documents. Since we are tracking along the same path as Central Oregon, it could save a significant amount of time and money to hire someone already so familiar with the process. Hood River County has offered to be the house account until the non-profit entity is established.

Commissioner Hege asked if the \$3,500.00 is a firm amount. Mr. Stone responded that it is an estimate; if the actual are less, the County would be refunded the difference.

Commissioner Hege stated that it is his assumption that this is a one-time cost and the Governance Council will not be asking the County for additional funds. Mr. Stone replied that although there has not been a declaration to that effect, it is the hope of the Council that there will be no future costs. That is the track that Central Oregon has gone down and they are now operating on Pacific Source funds.

*****Commissioner Hege moved to approve up to \$3,500.00 expenditure from the Special Projects fund for Wasco County's portion of the legal work to set up the governance of the CCO. Commissioner Holliday seconded the motion which passed unanimously.*****

Further discussion regarding the CCO support letter resulted in a decision to continue to work on the body of the letter with a final decision to be made at the session scheduled for July 18, 2012.

Agenda Item – Dufur Market Road Paving Project Bid Opening

Marty Matherly, Public Works Director, and Arthur Smith, Project Manager, appeared before the Board for the opening of bids submitted for the Dufur Market Road Paving Project. Mr. Smith explained that the funding for this project comes through a grant from Western Federal Lands Forest Management – Dufur Market Road is the gateway to Mt. Hood National Forest. The engineer's estimate for the project is \$450,000.00 which is the amount of the grant. Public Work's role will be to administer the contract and conduct inspections during the project.

Chair Runyon opened the two submitted bids. The first bid, from Granite Construction Company of Watsonville, California did not have a bid schedule which classifies it as a nonresponsive bid and therefore it will not be considered. The second bid, from Crestline Construction Company of The Dalles, OR, did include a bid schedule as follows:

Unit Price per ton	\$61.00
Total for Asphalt	\$366,000.00 (\$61.00 x 6,000)
Traffic Control	\$139,000.00
Total Bid	\$505,000.00

Chair Runyon returned the bid to Mr. Smith who asked for an opportunity to return to the Board later in the session to initiate the intent-to-award process. The intent to award letter initiates the seven day window that allows for protests. The Board agreed.

9:42 a.m. Chair Runyon recessed the session for three minutes.

9:45 a.m. Reconvened

Agenda Item – Area Agency on Aging

Scott McKay appeared before the board as a representative of his constituency, the senior population of the mid-Columbia region. Referencing the letter he provided for the Board packet, he stated that he does not believe the Mid-Columbia Council of Government does not have the necessary skill set for working with senior issues. Furthermore, he maintained they are not transparent in their processes.

In support of his statements, Mr. McKay reported that the Wasco County Network on Aging, made up of a group of cooperating agencies, began in August of 2011. The AAA participated in the first two meetings and has not returned since. The Senior Advisory Committee requested budget documents during the budget process; those documents were not provided. That particular issue has now been resolved.

In addition, he stated that MCCOG is over-burdened with administrative costs; he believes the job can be done elsewhere in a more cost-effective way. In a conversation with an individual that runs a local non-profit he discovered that MCCOG/AAA's salaries are approximately 25%-33% higher. At a time when there is a need to do more with less, those funds should be paying for senior services.

He went on to state his belief that because MCCOG/AAA suffers from a lack of expertise, focus and direction, services for older adults are not being adequately provided. He cited the fact that an area plan must be completed and approved by the Senior Advisory Council and the MCCOG Board for submission to the State

by October 1, 2012. Although, AAA did an excellent job of conducting public hearings to gather information about local senior services, none of the data has been analyzed for use in identifying needs and formulating a plan.

He asked that the BOCC initiate the process of examining whether the Mid-Columbia Council of Governments is the most efficient and effective organization to manage the AAA in order to best support older adults in Wasco County.

Chair Runyon asked what the process would be. Mr. McKay replied that, as he understands it, a request letter from the County to the State Unit on Aging would start the process. Under the Oregon Administrative Rules (Chapter 4.11 Division 2) DHS would develop a plan in order to respond to the request. That response may include interviewing local elected officials, having public hearings, and/or talking to other AAA directors. It is hard to know what, exactly, that process will be as the rules provide an outline which allows for flexibility.

Chair Runyon pointed out that Wasco County is only one of five counties served by the AAA. He asked Mr. McKay if he would be making similar presentations to any of the other county's Commissioners. Mr. McKay responded that his vision would be for Wasco County to initiate the process; if any other counties were experiencing similar issues he would assist their constituents in making similar presentations, encouraging them to come on board also. He has already spoken to individuals in Hood River County and they are interested in moving forward. He assured the Board that he is not alone in his belief that there needs to be an inquiry – other agencies have expressed their displeasure with MCCOG's performance.

Commissioner Holliday disclosed that she sits on both the Senior Advisory Committee (SAC) and the MCCOG Board of Directors. Chair Runyon also declared his position as a member of the MCCOG Board of Directors.

Chair Runyon asked if any members of the public wished to speak. Only one person indicated a desire to speak. Commissioner Hege encouraged others to come forward as he would like to hear what they have to say.

Janice Crompton, 4729 Simonelli Road, The Dalles, OR, came forward to say she has been a volunteer with the money management program since its inception in 2006; the program is under the Area Agency on Aging. She has seen at least two AAA directors in that time. AAA encompasses much more than Meals on Wheels and she does not see how they meet those needs with their very limited staff. They depend a great deal on volunteers. Her experience with the last two AAA directors has been very favorable as far as what they are attempting to do. She believes they have done an amazing job. She wondered

where else the AAA would be housed and if there was a specific plan. She agreed that a study cannot hurt if there is an alternative plan.

Denise Patten, Director of Meals on Wheels, 1612 I Street, The Dalles, OR, came forward to say that she has been serving Meals on Wheels in the community and working with the Area Agency on Aging for 20 years. She reported that in 2008 there was a staff change. Prior to that time she had never had any issues with the AAA and they had never had reduced funding. That all changed in 2008. With only two weeks' notice, the funding was reduced from \$47,000.00 to \$30,000.00; that was Older American Act money. Last year, Meals on Wheels served 26,000 meals through their home delivery service with over one-hundred home delivery clients on their route; an additional 16,000 meals were served in their congregant setting. That is impossible to do on \$30,000 and they have to try to make up the difference. Ms. Patten categorized the loss of \$17,000.00 to an organization that lives on a shoe string as huge and agreed that there needs to be a review. She went on to say that they are trying to do what is best for the community and for the seniors. She pointed out that the organization saves lives and is more than just a meal – they do much more when they deliver food.

It has been a very difficult four years and Meals on Wheels is now refusing to sign the contract that MCCOG has provided. Meals on Wheels should have received an RFP this year and were notified that they would, but they have never gotten it and were not notified that it would not be sent. The MCCOG contract was sent to them on June 21st with a July 1st deadline for return; that did not allow enough time for internal and counsel review. Prior to 2008, RFPs and contracts were sent out by late April or early May with a June deadline. She asked again that the Board please look into the situation.

Sally McBain, 1301 Sterling Drive, The Dalles, OR, introduced herself as a former Area Agency on Aging Director. Based on her experience as a former director and now as a senior citizen, she believes there is something missing in the current corporate culture. She believes they are engaged in empire building rather than showing concern for the elders they serve. She attended a town hall meeting; they do not have public hearings. The meeting was poorly run, it was difficult to hear, information was poorly presented – it was difficult to determine what it was they were trying to present. The elder population often has hearing issues and so would have had a very difficult time understanding what was being said. Based on what she knows about Meals on Wheels and other organizations in various counties, MCCOG is burning bridges; the communication is terrible – they are not walking their talk. She has asked numerous times for a copy of the deficiency report. She has never received one. She believes their lack of transparency erodes trust.

Commissioner Hege asked Ms. McBain when she was the AAA director and what agency housed them at that time. Ms. McBain replied that she had served for nine years beginning in 1986. There were two main agencies of MCCOG at that time – Area Agency on Aging and Employment and Training. E&T was the bulk of MCCOG. The focus was on the two agencies. It operated then, as it does now, with an advisory board. There was a time, due to budget issues, that the executive director was relieved and for a period of time she and the director of E&T reported directly to the executive board. The corporate culture then was vastly different. She has been gone for eighteen years and was stunned at the deterioration she found upon her return.

Ramona Collins, 816 E. 10th Street, The Dalles, OR, offered information that she had gained as a recent 14-year employee of Mid-Columbia Council of Governments. At one time the Work Force Investment Act Program was a very well-run program that provided good services to the community. Over time, she witnessed wages of upper management escalate while services to the public declined. Today that program is a ghost of what it used to be. They say that money is not coming in from the state, but if you look at the budget you will find that salaries jumped anywhere from \$15,000.00 to \$40,000.00 from the 2009-2010 budget to the 2010-2011 budget. If what they are doing in that program is indicative of their practices, then the AAA is also suffering. Bill Larson was promoted from a position on the Advisory Board in to the director of the AAA with no experience working with elderly people. She does not believe the program is being run the way it should be run nor does she think the money is being spent on the people.

Chair Runyon called for any other comments from the public; there being none, he called Mr. McKay back to the table. As a follow-up, Mr. McKay responded to Ms. Crompton's comments. He agrees that the AAA has an overwhelming task; because of that, it is essential for the agency to be focused and strategic in dealing with issues. He expressed his opinion that MCCOG has not met that standard.

He went on to say that it has been his focus to increase funding for all the meal sites in the five-county area. When we began to look into the funding, \$47,000.00 out of \$127,000.000 went to the meal sites. Last year, MCCOG was challenged regarding their plan to transfer funding from one grant stream to another. The State would not allow them to move those funds to support services and therefore the money did go to meal sites which increased that funding to \$85,000.00. That is still only 62% of the money coming in for nutrition programs. He believes there is more that can be done. While Meals on Wheels is his focus, he believes there are other areas that also need improvement.

Lastly, Mr. McKay addressed the issue of where AAA might be housed if not MCCOG. He explained that while he has some ideas about that, he does not feel it would be appropriate at this time to go into that. The review process needs to take its course; through that process, other options will emerge.

Commissioner Holliday stated that she has served on the MCCOG Board for 8-10 years. AAA has been the most time consuming issue in that time. This past year, even more time was spent on AAA. She requested a position on the Senior Advisory Committee (SAC) to serve as a liaison between the SAC and the MCCOG Board because there was no communication between the two boards. The MCCOG Board was not letting the SAC make recommendations; many times decisions were made without consulting with or informing the SAC. Since she has joined the SAC, she has determined that it does not perform as well as it should. She finds polarization among the members of the committee – sometimes decisions that should be made in one meeting take three or four months to make. She finds it very difficult to be a liaison between the groups and doesn't feel she has done a good job of accomplishing that goal. She believes most of the other MCCOG Board members would agree that a review is a good idea and that perhaps MCCOG is not the place to house AAAA.

Commissioner Hege added that he has received a lot of communication regarding this issue, as much or more than any other. Clearly there is an issue and it is a good idea to have the State look into it – even if it stays with MCCOG, perhaps the State review will help in resolving some of the existing issues. Ultimately, the goal is to make things better. There is more need than is being served. With limited resources, it needs to be as efficient as possible. He expressed his support for state review.

Chair Runyon agreed that he has also spent a great deal of time on this issue over the last year. He supports Mr. McKay's request, stating that it never hurts to review something that is dealing with the public trust. The public needs to be confident that things are being done as they should; it cannot continue as it is. He expressed his support for state review. A letter will be drafted and brought before the Board at the next session.

Commissioner Holliday asserted that she and Chair Runyon had met with MCCOG staff in an attempt to resolve issues, but had found no success in doing so.

Mr. McKay stressed that one of the more pressing issues is that none of the meal sites in Wasco County have signed the MCCOG contract. There may need to be some facilitation to identify and remove obstacles so the contracts can be signed.

The Board was in consensus to request State review of MCCOG/AAA. Chair Runyon said that Ms. White would draft a letter which he would like Mr. McKay to review. That letter would then be brought to the Board for consideration at their next session. He asked that Mr. McKay be present at that session.

Agenda Item – Dufur Market Road Paving Project Bid Opening Continued

Mr. Matherly and Mr. Smith returned, having briefly reviewed the bid submission. They reported that they would need more time before requesting intent to award. They asked to return in a week with recommendations, having more thoroughly reviewed the bid submission.

Chair Runyon asked what the process would be were their recommendation to be to reject the bid submission. Mr. Smith explained that according to ordinance, the Board has 30 days to act on the proposal. The County has several options:

- Award to apparent low bidder
- Reject any non-responsive bid or any bid with errors
- Reject any or all bids for cause

Chair Runyon asked that they return to the Board when they have completed their review and are ready to make a recommendation.

Further discussion ensued regarding the public notification of county road work. Mr. Matherly explained that they always consider peak road use when scheduling work and have not found it necessary to public notice the schedule. In the rare instance that a member of the public raises an issue, they respond as quickly as possible. The Board agreed that it would be in the public interest for the Road Department to consider issuing public service announcements for road work that would impact more than just a few people in their daily travel. Mr. Matherly explained that operationally, a public notice does not allow for unexpected delays which are not uncommon. He agreed that for road closures or large projects, a public service announcement is appropriate.

Mr. Stone asked Mr. Matherly work with him for setting noticing standards as the county is working on alternative ways to communicate with the public, referencing upcoming reverse 9-1-1 system.


Consent Agenda – Fee Schedule Ordinance and 6.6.2012 Minutes

Commissioner Hege pointed out page 1 of the minutes referenced a “weigh” station for bikes; it is actually a watering station. Commissioner Holliday noted a misspelling of Rodger Nichols first name – the “d” is missing in the first name.

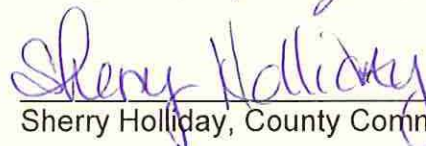
{{{With the noted corrections to the minutes, Commissioner Holliday moved to approve the consent agenda. Commissioner Hege seconded the motion which passed unanimously.}}}

Commission Chair Runyon adjourned the regular session at 10:45 a.m.

WASCO COUNTY BOARD
OF COMMISSIONERS



Rod L. Runyon, Chair of Commission



Sherry Holliday, County Commissioner



Scott Hege, County Commissioner

WASCO COUNTY BOARD OF COMMISSIONERS
REGULAR SESSION / AGENDA WEDNESDAY, July 11, 2012
LOCATION: Wasco County Courthouse, County Courtroom #202
511 Washington Street, The Dalles, Oregon

Public Comment: Individuals wishing to address the Commission on items not already listed on the Agenda may do so during the first half-hour. To speak at other times please wait for the current speaker to conclude. Raise your hand to be recognized by the Chair for direction. Speakers are required to give their name and address. Please limit comments to three minutes, unless extended by the Chair.

Departments: Are encouraged to have their issue added to the Agenda in advance. When that is not possible the Commission will attempt to make time to fit you in during the first half-hour or between listed Agenda items.

NOTE: This Agenda is subject to last minute changes. Meetings are ADA accessible. For special accommodations please contact the Commission Office in advance, (541) 506-2520. TDD 1-800-735-2900. Wasco County does not discriminate against individuals with disabilities.

9:00 a.m.

CALL TO ORDER

Items without a designated appointment may be rearranged to make the best use of time.

- Corrections or Additions to the Agenda
- Administrative Officer - Tyler Stone: Comments
- [Discussion Items](#) (Items of general Commission discussion, not otherwise listed on the Agenda)
[Letter of Support Route 30 Signs](#), [QLife Agreement](#), [Tax Collector's Report](#), [CCO Letter of Support](#), [Youth Think Grant Application](#)
- [Consent Agenda](#) [Public Health Fee Schedules Amendments](#), [6.6.2012 Minutes](#) (Items of a routine nature: minutes, documents, items previously discussed.)

9:30 a.m. [Dufur Valley Road Paving Project](#) – Marty Matherly

9:40 a.m. [Area Agency on Aging](#) – Scott McKay

NEW / OLD BUSINESS
COMMISSION CALL / REPORTS
ADJOURN

**WASCO COUNTY BOARD OF COMMISSIONERS
REGULAR SESSION
July 11, 2012**

DISCUSSION LIST

ACTION AND DISCUSSION ITEMS:

1. [Letter of Support for Route 30 Signs](#)
2. [QLife Agreement](#)
3. [Tax Collector's Report](#)
4. [CCO Letter of Support](#)
5. [Youth Think Grant Application](#)

ON HOLD:

1. Wasco County website improvement
2. Admin move

Discussion Item
Letter of Support – Route 30 Signs

- [Mosier Letter of Support](#)
- [Wasco Letters of Support](#)

Mayor Andrea Rogers
Council President Tim Mortenson
Peny Wallace
Kathy Fitzpatrick
Steve McKibben
Hector Kent

City of Mosier

P.O. Box 456 Mosier, OR 97040
541-478-3505 541-478-3810 (fax)
mosiercityhall@mosierwinet.com

May 16, 2012

Sue D'Agnese
ODOT Region 1 Traffic Unit Manager
123 NW Flanders
Portland OR 97209

Patrick Cimiotti, ODOT District 9 Manager
3313 Bret Clodfelter Way
The Dalles OR 97058-9736

RE: City of Mosier's support for Historic Route 30 signs

Ms. Dagnese and Mr. Cimiotti:

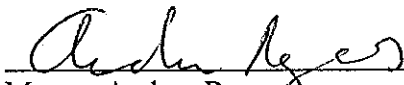
The City of Mosier supports the Historic Columbia River Highway Advisory Committee's efforts to work with ODOT to figure out a solution that would allow ODOT to install Historic Route 30 signs along the Historic Columbia River Highway between East Trailhead and Chenoweth Creek near The Dalles.

Once implemented this sign project will further strengthen our city's association with the Historic Columbia River Highway, a National Scenic Byway – All American Road.

We look forward to working with ODOT and the Historic Highway Advisory Committee on this exciting project. Please let us know how we can be of assistance.

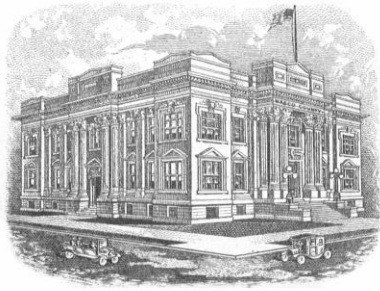
Respectfully,

Mosier City Council



Mayor: Andrea Rogers

5-16-12
Date



WASCO COUNTY

Board of County Commissioners

511 Washington Street, Suite 302
The Dalles, Oregon 97058-2237
(541) 506-2520
Fax: (541) 506-2521

Rod Runyon, *Chair of the Board*
Sherry Holliday, *County Commissioner*
Scott Hege, *County Commissioner*

July 11, 2012

Sue D'Agnese
ODOT Region 1 Traffic Unit Manager
123 NW Flanders
Portland, OR 97209

Re: Wasco County support for Historic Route 30 signs

Dear Ms. Dagnese,

Wasco County supports the Historic Columbia River Highway Advisory Committee's efforts in conjunction with the Oregon Department of Transportation to install Historic Route 30 signs along the Historic Columbia River Highway between East Trailhead and Chenoweth Creek near The Dalles. Once implemented, this project will help visitors and locals alike more fully appreciate the beauty and history of one of the most magnificent drives in the United States.

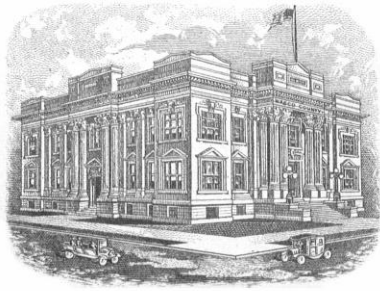
Sincerely,

Rod Runyon, Commission Chair

Sherry Holliday, Commissioner

Scott Hege, Commissioner

Cc: Patrick Cimiotti, ODOT District 9 Manager



WASCO COUNTY

Board of County Commissioners

511 Washington Street, Suite 302
The Dalles, Oregon 97058-2237
(541) 506-2520
Fax: (541) 506-2521

Rod Runyon, *Chair of the Board*
Sherry Holliday, *County Commissioner*
Scott Hege, *County Commissioner*

July 11, 2012

Patrick Cimiotti, ODOT District 9 Manager
3313 Bret Clodfelter Way
The Dalles, OR 97058-9736

Re: Wasco County support for Historic Route 30 signs

Dear Mr. Cimiotti,

Wasco County supports the Historic Columbia River Highway Advisory Committee's efforts in conjunction with the Oregon Department of Transportation to install Historic Route 30 signs along the Historic Columbia River Highway between East Trailhead and Chenoweth Creek near The Dalles. Once implemented, this project will help visitors and locals alike more fully appreciate the beauty and history of one of the most magnificent drives in the United States.

Sincerely,

Rod Runyon, Commission Chair

Sherry Holliday, Commissioner

Scott Hege, Commissioner

Cc: Sue D'Agnes, ODOT Region 1 Traffic Unit Manager

Discussion Item
QLife

- [QualityLife Network IGA](#)

**INTERGOVERNMENTAL AGREEMENT
BETWEEN
QUALITYLIFE NETWORK INTERGOVERNMENTAL AGENCY (QLIFE)
AND
WASCO COUNTY (COUNTY)**

Recitals:

1. WHEREAS, the State of Oregon has declared it a matter of statewide concern to promote intergovernmental cooperation for the purpose of furthering economy and efficiency in local government; and
2. WHEREAS, the legislature has given general authority for intergovernmental agreements by units of local government pursuant to the provisions of ORS 191.101 et. Seq; and
3. WHEREAS, QLife is an intergovernmental agency created by an agreement between the City of The Dalles and Wasco County for the purpose of providing broadband services to the community; and
4. WHEREAS, QLife is managing and operating a telecommunications system by contracting out for needed operational services; and
5. WHEREAS, Section 1.37 of the Intergovernmental Agreement creating the QLife Agency provides that each party “may provide in-kind services to further the purposes of the IGA (Intergovernmental Agreement) as each Party deems necessary or desirable” and further, that such in-kind services “shall not be reimbursed from the IGA or other parties, unless otherwise agreed.”; and
6. WHEREAS, the County has determined it has the ability to provide needed GIS and computer services for QLife without significantly impacting the County’s ability to perform its normal operations, but the County and QLife have agreed the County should be appropriately compensated for the services to be provided to QLife; and
7. WHEREAS, QLife has the financial ability to compensate the County for services to be provided to QLife; and
8. WHEREAS, the parties desire to enter into an intergovernmental agreement which outlines the services the County will provide to QLife, the compensation to be paid to the County by QLife for such services, and how such compensation will be paid.

NOW, THEREFORE, the parties agree as follows:

Section I: County Duties:

- A. In consideration of the compensation to be paid to the County under Section II, the County agrees to provide the following services upon request from designated QLife officials:

1. Collocation (including power)for:
 - a. QLife switch
 - b. QLife PC server

2. GIS Server licenses and software

3. GIS PC Maintenance as needed

- B. COUNTY shall submit bills to QLife quarterly with amounts described in Section II

Section II: QLife Duties: In consideration of the services provided by COUNTY and QLife agrees as follows:

- A. To compensate COUNTY for actual materials and services received. Anticipated rates for FY 2012-13 are as follows:

1. GIS Data	\$1,903 annual
2. ArcEdit License Maintenance	\$1,200 annual
3. GIS staff	\$ 60/hour
4. IT staff	\$ 120/hour
5. Collocation fees	\$ 600 annual

- B. All invoices for services will be due and payable within 15 days of the date of the invoice, except that during the initial first year term of this agreement.

Section III: General Terms:

- A. Term of the Agreement - This contract shall commence upon July 1, 2012, and the initial term of the contract will continue until June 30, 2015. Thereafter, this contract will be renewed on an annual basis beginning with the term that will commence on July 1, 2015, unless either party provides written notice of intent to terminate this contract at least sixty (60) days prior to June 30 of each year thereafter. The contract may also be terminated at any time by mutual agreement of both parties.
- B. Assignment - The responsibility for performing the services under the terms of this agreement shall not be assigned, transferred, delegated, or otherwise referred by the COUNTY to a third party without prior written consent of QLife.
- C. Indemnification - Each party shall hold harmless and defend the other party, its officials, agents, and employees from and against any and all claims, damages, lawsuits, and expenses, including attorney fees, that is the result of an error, omission or negligent act of either the County or QLife arising from the performance or non-performance of any of their respective duties set forth in this agreement.
- D. Attorney fees. If by reason of any default on the part of either QLife or the County, litigation is commenced to enforce any provision of this agreement or to recover for a

breach of any provision of this agreement, the prevailing party shall be entitled to recover from the other party, in addition to costs and disbursements, reasonable attorney fees in such amount as is fixed by the court.

- A. Notices - All notices required to be given under this agreement as required by law shall be in writing and delivered to the parties that follow:

QLife, Board President
313 Court Street
The Dalles, OR 97058

County Administrator, Wasco County
511 Washington
The Dalles, OR 97058

- F. Applicable laws - The laws of the State of Oregon shall be used in construing this Agreement, including determinations concerning the enforcement of the respective rights and remedies of the parties.
- G. Merger - There are no other undertakings, promises, or agreements either oral or in writing other than that which is contained in this agreement. Any amendments to this agreement shall be in writing and executed by both parties.
- H. Subordination to Intergovernmental Agreement – This agreement shall be considered subordinate to the Intergovernmental Agreement creating QLife Intergovernmental Agency signed by the City of The Dalles and Wasco County. In case of any conflict between this agreement and the Intergovernmental Agreement, the Intergovernmental Agreement shall be construed to be the controlling document.

IN WITNESS WHEREOF, the Parties have executed this Agreement on the date set forth opposite their names below.

QualityLife Intergovernmental Agency

DATED this 11th day of July, 2012.

Nolan K. Young, Administrator

Date

WASCO COUNTY BOARD
OF COMMISSIONERS
*Governing Body of the
Wasco County Library Service District*

Approved as to form:

QLIFE

Rod L. Runyon, Chair of Commission

Keith Mobley, Agency Attorney

Date

WASCO COUNTY

Sherry Holliday, Commissioner

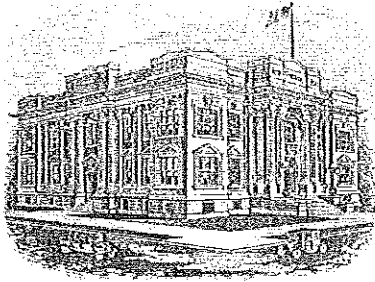
Eric Nisley, District Attorney

Date

Scott C. Hege, Commissioner

Discussion Item
Tax Collector's Report

- [Summary Letter](#)
- [Summary Detail](#)



WASCO COUNTY

Dept. of Assessment & Tax

511 WASHINGTON ST # 208
THE DALLES, OREGON 97058-2237

Assessment (541) 506-2510

Tax (541) 506-2540

Fax (541) 506-2511

TIM R. LYNN
ASSESSOR / TAX COLLECTOR

DONNA MOLLET
CHIEF DEPUTY ASSESSOR

DARLENE LUFKIN
CHIEF APPRAISER

SYLVIA LOEWEN
CHIEF TAX DEPUTY

TAX COLLECTOR'S ANNUAL REPORT

FISCAL YEAR JULY 1, 2011 TO JUNE 29, 2012

Taxes Collected (plus discount)	\$33,181,102.38
---------------------------------	-----------------

Interest Distributed to Districts	\$ 243,507.93
-----------------------------------	---------------

Taxes & Interest Segregated to Treasurer	\$32,621,992.32
--	-----------------

CATF Interest Collected	\$ 123,332.64
-------------------------	---------------

Done and dated this 2nd day of July, 2012

A handwritten signature in cursive script, reading "Tim R. Lynn". The signature is written in dark ink and is positioned above a horizontal line.

Tim R. Lynn
Wasco County Tax Collector

Originals Delivered to:
Wasco County Clerk – Linda Brown
Wasco County Treasurer – Chad Krause
Wasco County Board of Commissioners

6/29/12 SYLVIA
14:26:37

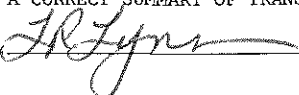
Wasco County
SUMMARY OF PROPERTY TAX COLLECTIONS

TCSKPFPR
Page 1

AMOUNT OF TAXES CERTIFIED	2011-2012	2010-2011	2009-2010	2008-2009	2007-2008	2006-2007	2005-2006	PRIOR	TOTAL
1. TOTAL AMOUNT CERTIFIED	33375339.38								
2. REAL PROPERTY	29293066.98								29293066.98
3. PERSONAL PROPERTY	732715.50								732715.50
4. PUBLIC UTILITIES	3069560.49								3069560.49
5. MOBILE HOMES	279996.41								279996.41
6. TOTAL AMOUNT CERTIFIED	33375339.38								33375339.38
7. UNCOLLECTED BALANCE		1463077.37	663939.16	391700.17	80448.07	15307.89	7158.84	7440.17	2629071.67
8. AMOUNT ADDED TO ROLLS	351.05								351.05
9. TOTAL OF LINES 6-8	33375690.43	1463077.37	663939.16	391700.17	80448.07	15307.89	7158.84	7440.17	36004762.10
10. PERS PROPERTY TAXES CANCELLED		1.81							1.81
11. REAL PROPERTY FORECLOSURES	171.40	165.53	168.27	162.57	157.06	131.97	63.35		1020.15
12. OTHER CORRECTIONS/CANCELLATIONS	49743.50	10632.08	2225.90	397.08					62998.56
13. TOTAL NONCASH CREDITS	49914.90	10799.42	2394.17	559.65	157.06	131.97	63.35		64020.52
14. NET TAXES FOR COLLECTION	33325775.53	1452277.95	661544.99	391140.52	80291.01	15175.92	7095.49	7440.17	35940741.58
15. DISCOUNTS ALLOWED	802939.71	248.62	61.19	11.91	.00	.00	.00	.00	802617.99
16. TOTAL TAXES COLLECTED	31135353.61	660206.69	246959.30	262766.49	60818.28	10247.84	2132.18		32378484.39
17. TOTAL REMAINING UNCOLLECTED	1387482.21	792319.88	414646.88	128385.94	19472.73	4928.08	4963.31	7440.17	2759639.20
18. PERCENTAGE COLLECTED	95.8366								
TAXES REMAINING UNCOLLECTED									
19. REAL PROPERTY	1344067.70	759366.25	406887.76	126275.17	17803.19	4009.54	4123.97	5157.94	2667691.52
20. PERSONAL PROPERTY	8228.08	6043.28	4262.88						18534.24
21. PUBLIC UTILITIES	25560.25	23433.36							48993.61
22. MOBILE HOMES	9626.18	3476.99	3496.24	2110.77	1669.54	918.54	839.34	2282.23	24419.83
23. TOTAL REMAINING UNCOLLECTED	1387482.21	792319.88	414646.88	128385.94	19472.73	4928.08	4963.31	7440.17	2759639.20
24. CORRECTIONS ON APPEAL									
25. CATF ACCOUNT INTEREST	12118.16	28751.36	26455.26	42729.61	10893.37	1983.66	401.22		123332.64
(Includes Addl CATF Interest of)	2801.36	7246.57	6632.64	10907.86	2732.66	446.24	89.82		30857.15
26. INTEREST DISTRIBUTED TO DISTRICT	24014.17	56063.88	52250.11	84420.26	21749.17	4165.94	844.40		243507.93
(Includes Subt CATF Interest of)	2801.36	7246.57	6632.64	10907.86	2732.66	446.24	89.82	.00	30857.15

I CERTIFY THAT THESE TABLES ARE A CORRECT SUMMARY OF TRANSACTIONS AFFECTING THE PROPERTY TAX ROLL IN FISCAL YEAR ENDING JUNE 30, 2012, AND THE AMOUNTS REMAINING UNCOLLECTED AS OF THE SAME DATE.

SIGNATURE



TITLE Tax Collector

DATE 07-02-12

Discussion Item
CCO Letter of Support

- [Letter of Explanation](#)
- [Suggested Letter of Support](#)

Dear Community Partner—

Hood River, Sherman and Wasco Counties have been working hard and fast on establishing a Coordinated Care Organization for our region. Coordinated Care Organizations (CCOs) are a new way to administer of the Oregon Health Plan. The CCO will:

- be an umbrella organization that governs and administers care for OHP members in our community
- deliver health care and coverage for people eligible for the Oregon Health Plan (Medicaid), including those also covered by Medicare
- be accountable for health outcomes of the population it serves
- have one budget that grows at a fixed rate for mental, physical and ultimately dental care
- bring forward new models of care that are patient-centered and team-focused
- have flexibility within the budget to deliver defined outcomes
- be governed by a partnership among health care providers, community members, and stakeholders in the health systems that have financial responsibility and risk,
- be held accountable by a community advisory council (CAC) that is comprised of representatives across agencies, as well as the various racial, ethnic, and age groups that reside in the region

Through a rigorous evaluation process and much lively discussion, the Columbia Gorge Health Council has chosen PacificSource as its CCO. *At this time, your support for a robust CCO can best be shown through a letter of support.* We offer the attached template as a starting point, but your agency's voice should be reflected in your own letter. Through your involvement, you give a voice to our region's CCO service consumers.

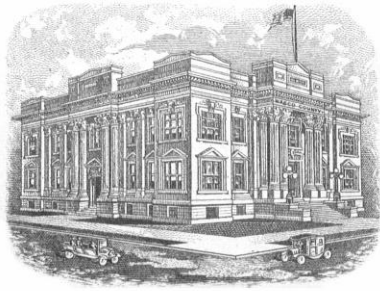
Our timeline is exceptionally short! Please send yours to Elke Geiger elke.geiger@providence.org no later than **Friday, July 20, 2012**, as they need to go to Pacific Source by month's end for an application deadline early next month.

If you have any questions, please don't hesitate to contact us.

Teri Thalofer, RN, Director
North Central Public Health District
541.506.2614

Elke Geiger, Business Manager
Providence Hood River
541.387.1110

Ellen Larsen, RN, Director
Hood River County Health Department
541.387.6884



WASCO COUNTY

Board of County Commissioners

511 Washington Street, Suite 302
The Dalles, Oregon 97058-2237
(541) 506-2520
Fax: (541) 506-2521

Rod Runyon, *Chair of the Board*
Sherry Holliday, *County Commissioner*
Scott Hege, *County Commissioner*

July 11, 2012

Tammy L. Hurst, Contract Specialist
Office of Contracts and Procurement
Sole Point of Contact, RFA 3402
250 Winter Street NE, 3rd Floor
Salem, Oregon 97301

RE: Letter of support for PacificSource Community Solutions Coordinated Care Organization for the Columbia Gorge Region

Dear Ms. Hurst:

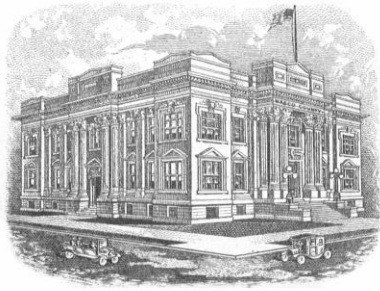
The Wasco County Board of County Commissioners would like to indicate our support of PacificSource Community Solution's application for a Coordinated Care Organization in the Columbia Gorge Region which would include Hood River County, Sherman County, and Wasco County.

PacificSource Community Solutions has a strong community presence and commitment to improving health care outcomes in the communities it serves. PacificSource Community Solutions is an active community partner with a focus on provision of care that improves health outcomes and reduces medical costs that align with the objectives of HB 3650 and SB 1580.

In its varied experience as a health services contractor for commercial products, Medicaid products, and Medicare products, PacificSource is ideally suited to be the primary agent of Health System Transformation through integration and coordination of health care for the community including physical health, addictions and mental health services, and oral health care with a focus on prevention.

The Wasco County Board of County Commissioners expects that the development of a local community health care system through the PacificSource Community Solutions Coordinated Care Organization will bring significant value and improvement to the overall population health of the Columbia Gorge Region.

The proposed application is aligned with the needs of our community and we expect a positive impact on the following;



WASCO COUNTY

Board of County Commissioners

511 Washington Street, Suite 302

The Dalles, Oregon 97058-2237

(541) 506-2520

Fax: (541) 506-2521

Rod Runyon, *Chair of the Board*

Sherry Holliday, *County Commissioner*

Scott Hege, *County Commissioner*

- ✓ Improvement in health outcomes leading to improved population health.
- ✓ Improvement in health outcomes for those members experiencing health disparities.
- ✓ Accountability for the provision of integrated care.
- ✓ Improvement in quality of care within the community.
- ✓ Delivery of cost-effective care that will reduce health care costs overall.

Please accept this letter as formal recognition of the value of this application in helping the Columbia Gorge Region improve population health, increase member satisfaction, and reduce the cost of health care.

Sincerely,

Rod Runyon, Commission Chair

Sherry Holliday, Commissioner

Scott Hege, Commissioner

Discussion Item
Youth Think Grant Application

- [2012 Healthy Living Grant Application](#)



The Healthy Living Grant Application Form

Grants for Grassroots Health Education

Supported by an unrestricted grant from Purdue Pharma L.P.

Applications must be received at the AMA Foundation Office on or before **Monday, July 16, 2012 at 5:00pm Central Time**. To be fair to all applicants, applications received after this deadline will not be considered. Your organization may only apply for funds for one project annually from the Healthy Living Grant Program. Please carefully read the eligibility criteria on the second page, follow all instructions, and type your answers in this application form.

Required submission materials:

- Grant application form [note that the text boxes are locked and will not expand]
- Proof of the organization's nonprofit status or equivalent (generally a copy of your final determination letter from the IRS)
- Organization's current Annual Operating budget

Optional submission materials:

- Supplemental materials – up to 4 pages. Each page of your supplemental materials should be in form of an 8.5" x 11" letter-sized piece of paper, with copy only on one side. For instance, if you have a brochure, you should copy the brochure onto letter-sized paper.

Submission instructions

Please complete the application electronically using the attached form. You may submit your application and supplemental materials via mail or email. Please choose only one of these methods and do not submit multiple copies:

Mail: Return your application and supplemental materials to - AMA Foundation, 515 North State Street, Chicago, Illinois 60654

To better ensure a timely arrival, we recommend you use a courier service such as FedEx, UPS or DHL, rather than the United States Postal Service First Class.

Email: You can submit the application and supplemental materials via email - you may either save the completed application to your computer or scan your application, with the required signature, and email it to: amafoundation@ama-assn.org

Note that you are responsible for typing in the correct email address. If you do not get the application in by the deadline due to an incorrect email, your application will not be considered. If your combined files are greater than 7MB and are too large to send in one PDF or Word file, please send in separate emails.

If you provide an e-mail address at the top of the application form, you will receive an e-mail within 24 business hours confirming that we have received your application and/or supplemental materials. Please do not call to confirm until after 24 business hours or if you receive a bounce-back message.

There is one funding category to which you can apply, for a grant of up to \$8,000:

- **Prescription Medication Safety** *supported by an unrestricted grant from Purdue Pharma L.P.*
Awareness and educational programs about the dangers of prescription drug abuse or misuse for children and youth.

Timeline: You will learn about the status of your grant application in mid to late September via postal mail; the mailing address you provide at the top of the application form will be where your notification letter is sent. Please ensure that this contact information is complete and accurate. If for some reason the letter does not reach you in late September and you do not hear from us via phone or email, you did not receive a Healthy Living Grant. If your organization is funded, you will have approximately one year to complete your project and submit a final report form.

Eligibility

The proposed project must involve a partnership with a medical organization. Thus, if the applicant is a nonprofit organization, they must be able to explain what role a medical organization will play in the project and how the project is enhanced by this participation. If the applicant itself is within the medical community, then the applicant must describe how they are collaborating with other organization(s), nonprofit and/or medical, to execute the project.

A **medical organization** is defined as: hospitals and free clinics, public health departments, medical schools and nonprofit organizations of medical students or physicians, and their affiliates (can include medical societies and their affiliate organizations, such as foundations or alliances).

- **Note that for medical organization applicants, your department/division annual operating budget is acceptable for the required annual operating budget for the category in which you are applying.**
- **Nonmedical organizations must use their organizational annual operating budgets.**

Additional Eligibility criteria:

- The applicant organization, either medical or nonmedical, must be a nonprofit or government organization in existence for at least one year.
- The organization must have an annual operating budget of \$2 million or less.
- Project target audience must be an underserved and/or at-risk population.
- Project target audience must be youth/young adults between the ages of 2-21.
- The project must either educate a population and/or raise awareness; it cannot be a capital improvement project or general operating expense (building a facility, new chairs for a classroom, buying a van, etc).
- The Healthy Living Grant will not support overhead expenses or staff salaries.
- Requests for funding for food/beverages can not exceed \$1000.
- The funds requested from the AMA Foundation can not be used for Prescription Medication Take Back/Disposal programs.

What we do not fund:

- Award dinners & special events
- Capital construction or improvement
- Operating/indirect expenses such as utilities, rent, etc.
- Salaries (*salary expenses to operate the organization in general on a long-term basis*)
- Religious organizations for religious purposes
- Political causes, candidates, organizations or campaigns
- Grants to individuals
- Food/beverages over \$1000
- Prescription Medication Take Back/Disposal programs

Examples of acceptable budgetary expenses for the specific project submitted:

- Supplies
- Equipment specific to project
- Marketing/promotion costs for the specific project (printing of flyers, brochures, signage, advertisement, creation of DVD, etc)
- Postage and mailing
- Photocopying
- Website/social media enhancements
- Toolkit development
- Transportation
- Small incentives for participants (prizes, etc)
- Curriculum development and/or trainings (train the trainers, professional development for health care staff, peer educator trainings, etc)
- Honoraria (an honorarium is a token sum given in recognition of an expert/volunteer's performance of specific duties, such as giving a speech/presentation)
- Food/beverages up to \$1000

Program Web site: www.amafoundation.org/go/healthyliving

The application form begins on the following page.

*Supported by an unrestricted grant
from Purdue Pharma L.P.*



Healthy Living Grant Program Application

Name of Organization			
Executive Director/CEO			
Name of Project Manager			
Street Address			
City, State and Zip Code			
Phone		Fax	
Email		Organization website	

Tax Status of Applicant Organization (please check):

☐ 501©3 ☐ Other (please specify)

Is your organization a political organization? ☐ Yes ☐ No

Does this project involve any political activities? ☐ Yes ☐ No

Name of primary organization(s) with which you are partnering:

--

Are you an organization that has an operating budget of \$2 million or less? ☐ Yes ☐ No

Annual operating budget (current year)	\$
Annual operating budget (previous year)	\$

Are you an organization seeking funding to aid an underserved or at-risk population between the ages of 2-21? ☐ Yes ☐ No

Briefly describe your target population and how your project will aid this population (*you can expand upon this description later in the application*).

--

Project Title

--

Total Project Budget	\$	Amount requested from AMA Foundation (up to \$8,000)	\$
----------------------	----	---	----

Time period this grant will cover: Month Year to Month Year *Click on dropdowns*

Healthy Living Grant projects occur within a one year time period from the receipt of the grant, therefore the majority of the proposed project timeline should occur between September 2012-September 2013.

Project Summary

--

1. Please describe your organization.

2. Please describe your project. Is it new or ongoing? Detail the proposed activities, services, resources or interventions that will address your community needs. If you are proposing to use an approach that has been demonstrated as effective, for either your organization or another organization, you should provide details on the documented results of the referenced project.

3. Who are you trying to reach with your project/who is the target audience? What community needs will you address? What is your organization's experience serving the target population? How many are expected to be involved with your project? Include statistics, relevant data, or survey results that help to define the problem and target population for your project.

4. What are the specific measurable goals of your project and the indicators you will use to measure your effectiveness? What is your evaluation plan? Try to be as specific as possible and describe your intended outcomes. *Outcomes are benefits and/or changes that occur in individuals or groups as a result of their participation in a program or activity. Outcomes can involve knowledge, skills, attitudes, behavior, performance, status or condition.*

5. Partnerships and Sustainability

Collaboration and Integration: Describe how the proposed project will be appropriately collaborative and will serve to strengthen existing relationships within your organization and/or community. List key collaborative partners, describe the role your noted partnership organization (*listed on cover page*) will assume under the proposed project and how the partnership(s) will benefit the proposed project. If you are a nonmedical organization, be sure to explain how you will interact with a medical-related organization and how that will benefit the project.

Sustainability: Describe which aspects of the proposed activities and resources developed within this project you expect to be continued after AMA Foundation funding ends. What funding or in-kind support is available or will be sought to sustain the project beyond the grant period? What other necessary plans will be developed and implemented to continue the project?

6. What is the timeline of your project? Is it a one-time event or a long-term project? When will the key project activities take place?

7. Please outline your total project budget. You must provide a specific itemized budget that outlines what the *Healthy Living Grant* will be directed toward (i.e. supplies, printing, travel, food, etc). Include other funding sources for this project on the next page, and list both the name of the funder and their grant amounts (*overhead expenses and staff salaries can not be funded by this grant*). Please include a brief description of the expense.

Project Expenses

	Amount Requested from AMA Foundation	Total project expenses	Description of Expense
Salaries		\$	
Fringe Benefits		\$	
Consultants	\$	\$	
Travel	\$	\$	
Equipment	\$	\$	
Supplies	\$	\$	
Food/Beverages	\$	\$	
Printing/Production	\$	\$	
Honoraria	\$	\$	
Photocopying	\$	\$	
Telephone	\$	\$	
Postage	\$	\$	
Evaluation	\$	\$	
Marketing	\$	\$	
Other/Miscellaneous	\$	\$	
Other/Miscellaneous	\$	\$	
Other/Miscellaneous	\$	\$	
Total	\$	\$	

Project Revenue

	Committed	Pending	Description
Government grants	\$	\$	
Foundation grants	\$	\$	
Corporate donations	\$	\$	
Individual donations	\$	\$	
Income from events	\$	\$	
Income from products	\$	\$	
Membership income	\$	\$	
In-kind support	\$	\$	
Other/Miscellaneous	\$	\$	
Total Revenue	\$	\$	

Budget notes/explanations

8. Do you expect to receive publicity or media attention for your project? If yes, what kind?

9. Have you used or do you currently use any resources or tools from other organizations with an interest in prescription medication safety, such as The Partnership at Drugfree.org, the National Institute on Drug Abuse, the Office of National Drug Control Policy, or the Drug Enforcement Administration? If so, explain how you've used these resources in projects or your organization. Do you plan to use any of these resources in your Healthy Living Grant project?

Optional submission materials: You may submit **up to 4 pages of supplemental information** such as brochures, news articles, etc. Each page of your supplemental materials should be in the form of an 8.5" x 11" letter-sized piece of paper, with copy only on one side. For instance, if you have a brochure you'd like to include, you should copy that brochure onto letter-sized paper.

Application checklist:

- ☐ I have answered all the questions.
- ☐ I have typed the answers in the space provided.
- ☐ My budget indicates what specific expenses the Foundation grant will cover as well as the entire project budget.
- ☐ I am aware that the Foundation grant will not support overhead expenses and/or staff salaries and the budget reflects this.
- ☐ If I submitted up to 4 pages of supplemental information, the materials are printed single-sided on 8.5" x 11" letter-sized paper.
- ☐ Our organization has been in existence for at least one year and has an annual operating budget under \$2 million.

If approved for a Healthy Living Grant, I agree that the AMA Foundation will be given prominent credit as a funding source in all documents or publicity for the project. I hereby agree to use the funds for the purposes outlined in this grant application. I further agree to submit a Final Report that includes project results and confirmation that the funds were spent in accordance with the budget, or showing any deviation therefrom.

Signature

Name		Date	
------	--	------	--

(If submitting via email, you can type your name as electronic signature. Otherwise, sign in the space above)

**WASCO COUNTY BOARD OF COMMISSIONERS
REGULAR SESSION
July 11, 2012**

CONSENT AGENDA

1. [Public Health Fee Schedule Ordinance](#)
2. [6.6.2012 Minutes](#)

Consent Agenda Item
Public Health Fee Schedule

- [Memo of Explanation](#)
- [Ordinance 12-014](#)

MEMORANDUM

TO: BOARD OF COUNTY COMMISSIONERS
FROM: KATHY WHITE
SUBJECT: PUBLIC HEALTH FEE ORDINANCE
DATE: 7/5/2012

EXPLANATION OF PUBLIC HEALTH FEE ORDINANCE

Working with the County Clerk, I discovered that the Public Health Fees, which you approved at the 6.6.2012 session, have been separate from the general fee ordinance which was signed at the 6.27.2012 session. This ordinance (12-014) encompasses changes/additions to Public Health Fees only – all of which were part of the Public Hearings and approved by the Board.

IN THE BOARD OF COMMISSIONERS OF THE STATE OF OREGON
IN AND FOR THE COUNTY OF WASCO

IN THE MATTER OF AMENDING)	
WASCO COUNTY'S UNIFORM FEE)	ORDINANCE
SCHEDULE FOR THE PUBLIC HEALTH)	#12-014
DEPARTMENT.)	

THE BOARD OF COMMISSIONERS OF WASCO COUNTY, OREGON,
DOES ORDAIN AS FOLLOWS:

Section 1. PURPOSE

The purpose of this Ordinance is to amend established uniform fees to be collected by Wasco County Departments for performing the service required or necessitated by various state statutes.

Section 2. AUTHORITY

This Ordinance is enacted pursuant to the authority granted to general law Counties by ORS 203.035 and by Chapter 833 of the 1979 Oregon Laws.

Section 3. FEE SCHEDULE

The following fees shall be charged and collected by the indicated Department before the filing, recording, or copying of subject documents shall be completed:

(E) WASCO COUNTY PUBLIC HEALTH – ENVIRONMENTAL HEALTH

(1) The Alternative Treatment Technologies fee shall be \$1010.00.

(2) The renewal of hardship authorization for temporary dwelling shall be (a) \$275.00 if a field visit is required (b) \$185.00 if a field visit is not required.

(3) The plan review fee shall be (a) \$360.00 for a commercial facility systems greater than 600gpd (b) \$360.00 plus \$60.00 extra for each 500 gallons or part thereof above 1,000gpd up to 2,500 gallons for a commercial facility over 1,000.

(F) WASCO COUNTY PUBLIC HEALTH – LICENSED FACILITY

(1) The fee for operation review for 30-day intermittent or 90-day seasonal shall be \$30.00.

(2) The re-inspection fee for intermittent or seasonal temporary restaurant shall be \$70.00.

SECTION 4 – ENACTMENT PROVISIONS.

(1) CONFORMANCE WITH LAW

Except as expressly provided herein, this Ordinance shall in no way be a substitute for or eliminate the necessity of conforming with any and all State and Federal laws, rules and regulations including but not limited to the payment of all other fees required by law and other Ordinances which are

now or may be in the future in effect which relate to the requirements provided in this Ordinance.

(2) SEPARABILITY

If any section, subsection, sentence, clause, phrase or portion of this Ordinance is for any reason held invalid or unconstitutional by a Court of competent jurisdiction, such portion shall be deemed a separate, distinct and independent provision and such holdings shall not affect the validity of the remaining portion of this Ordinance.

(3) EFFECTIVE DATE

This Ordinance shall take effect on September 3, 2012.

Regularly passed and adopted by the Board of Commissioners of the County of Wasco, State of Oregon, by a 3 to 0 vote this 6th day of June, 2012.

WASCO COUNTY BOARD
OF COMMISSIONERS

ATTEST:

Kathy White
Executive Assistant

Rod L. Runyon, Chair of Commission

APPROVED AS TO FORM:

Sherry Holliday, County Commissioner

Eric J. Nisley
District Attorney

Scott C. Hege, County Commissioner

Consent Agenda Item
Minutes Approval

- [6.6.2012 Regular Session Minutes](#)



WASCO COUNTY BOARD OF COMMISSIONERS
REGULAR SESSION
June 6, 2012

PRESENT: Sherry Holliday, Chair of County Commission
Scott C. Hege, County Commissioner
Rod L. Runyon, County Commissioner
Tyler Stone, Administrative Officer
Kathy White, Executive Assistant

At 9 a.m. Chair Runyon called to order the Regular Session of the Board of Commissioners.

Chair Runyon asked if there were any corrections or additions to today's Agenda.

Commissioner Hege brought a letter in support of Mosier in their application for an ODOT grant to construct a bike weigh station. He asked that the letter be added to the consent agenda.

Commissioner Runyon related a recent experience in which he intended to respond to one person in an email but inadvertently replied to all. He cautioned everyone to be careful when using the email system.

Commissioner Runyon asked for public comment; there was none.

Discussion List Item – OCCF Amendment and WCCCF Staffing

Christa Rude, Administrator for the Wasco County Commission on Children and Families, presented information regarding the OCCF funding amendment for CASA and Healthy Start. CASA is reduced to one year of funding as they are being transitioned to the Volunteer Commission as their fiscal agent. Healthy Start is being increased to two years of funding; they were previously funded through the CCF for only the first year of the biennium. The amendment formalizes the county's agreement with the state.

{{{Commissioner Holliday moved to approve Amendment #2 to Oregon Commission on Children and Families 2011-2013 County Intergovernmental Agreement #WA1113 Commissioner Hege seconded the motion which passed unanimously.}}}

Ms. Rude then presented information regarding her recommendation for restructure in response to the transfer of their Special Projects Coordinator and the upcoming maternity leave of their Office Specialist II. Given the context that the WCCCF is slated to be unfunded at the end of the 2013 fiscal year, Ms. Rude feels it would be best to leave the Special Projects Coordinator position vacant, transferring some of those responsibilities to herself and her Office Specialist II. To fill the remaining gaps, she recommends the creation of a temporary, part-time Office Specialist I position that would provide general office support for the next 10-11 months. Furthermore, she explained that she has a WCCCF volunteer who has been working in the office consistently for the past 2 ½ years and already understands the office processes and procedures. Hiring the volunteer to fill the temporary position will profoundly reduce the amount of time needed for training which is a big advantage considering the short-term nature of the position. Therefore, Ms. Rude is seeking an exemption to the hiring process that would allow her to hire the volunteer without posting the position internally.

Although, this position would represent an operating cost reduction, she would like to retain the excess funding to allow her to contract out any special projects for which she does not have the skills internally such as special events and minute taking.

Some discussion followed with Monica Morris, Finance Manager, and Tyler Stone, County Administrator, expressing support for Ms. Rude's recommendation. Ms. Rude is asking for permission to proceed.

Chair Runyon inquired as to whether this needed a motion from the Board. Mr. Stone said they just needed to be aware of the action being taken.

Discussion List Item - Surplus Animal Control Vehicle

Deputy Sheriff Lane Magill explained that in the transition of animal control responsibilities from the County to the City of The Dalles, the City has expressed an interest in obtaining the County's animal control vehicle. Agreements have already been reached for the transfer of the vehicle. Deputy Sheriff Magill is requesting that the vehicle be surplus so that the transfer of title can be completed.

Chair Runyon believed that the Board had already discussed this possibility at a previous session. Commissioner Holliday confirmed that.

{{{Commissioner Hege moved that the Board make the 2007 Ford Ranger a surplus vehicle (Order #12-027). Commissioner Holliday seconded the motion which passed unanimously.}}}

Discussion List Item – Community Corrections Plan

Robert Martin, Director of Community Corrections, presented the 2012-2013 Community Corrections Plan which includes the State budgeted amount of one year of 1145 funding. The Board previously approved the intergovernmental agreement that allows this to move forward. Expenditures are outlined in the budget; funding is issued in July. There is a less than \$10 change from last year.

Chair Runyon asked if there were any questions. Commissioner Holliday commented that she was surprised that the LPSCC committee review was eliminated. Mr. Martin explained that since this was an annual renewal with basically the same funding, rather than the traditional biennial process, there didn't seem to be a reason to have the plan re-reviewed.

{{{Commissioner Hege moved to approve Resolution 12-008 Adopting the Community Corrections Plan. Commissioner Holliday seconded the motion which passed unanimously.}}}

Consent Agenda – April 4 & May 9th Regular Session Minutes, BPA Financials, Letter of Support for Mosier Grant Application.

Commissioner Holliday motioned to approve the consent agenda with the addition of the Letter of Support for the Mosier Grant Application. Chair Runyon seconded the motion. Chair Runyon called for discussion or comment from the Board.

Commissioner Hege offered a correction to the April 4, 2012, minutes. The acronym – AFSEC should be EFSC (Energy Facilities Siting Council). Chair Runyon pointed out a correction on page 3 of the April 4th minutes – item #1 identifies someone by the first name of Roger; that should read Roger Nichols, Columbia Gorge Commissioner.

With those corrections, Chair Runyon called for a vote on the motion.

{{{The Board unanimously approved the Consent Agenda.}}}

The Board recessed at 9:23 a.m.

Chair Runyon called the meeting back in session at 9:30 a.m.

Fermin Sanchez Dog Ordinance Hearing.

Sally Carpenter, Deputy District Attorney from the Wasco County District Attorney's office, presented herself as the representative for Wasco County. She explained that she had seven witnesses and presented the Board with a witness list (attached). Deputy Courtney Floyd was expected to arrive. Araceli Galvan would not be called; all other witnesses were present.

Chair Runyon asked Deputy DA Carpenter for an overview. She first wanted to inquire as to the presence of the dog owner, Fermin Sanchez. Both Chair Runyon and Deputy DA Carpenter asked for Mr. Sanchez to make his presence known. There was no reply from anyone in the room.

Deputy DA Carpenter stated that the County was ready to proceed. She directed the Board's attention to the District Attorney's memorandum, included in the Board Packet, which outlines the summary of the case and the applicable law.

Deputy DA Carpenter: "This is basically a case of Mr. Sanchez' dog killing, at the time, two sheep. It turns out, a couple of days later another sheep passed away as a result of injuries incurred from this dog. All the sheep are owned by a gentleman named of Guadalupe Flores. And we are ready to call witnesses."

Chair Runyon: "At this point we will call to the stand Martin Galvan."

Deputy DA Carpenter: "And we also have an interpreter, Sandra Silva, from the Youth Services Department. Before we start I would like to ask Ms. Silva if she and Mr. Galvan understand each other in the Spanish language."

Ms. Silva translated to Mr. Galvan and responded that they were able to understand one another.

Deputy DA Carpenter: "Would the Chair please swear in Mr. Galvan?"

Chair Runyon: "Martin Galvan, under penalty of perjury, do you solemnly swear or affirm that the evidence you shall give in this matter shall be the truth, the whole truth and nothing but the truth? Signify by saying, I do."

Mr. Galvan: I understand everything. (as translated by Ms.Silva throughout his testimony)

Ms. Carpenter: "Does he agree to tell the truth?"

Mr. Galvan: "Yes."

Ms. Carpenter: "Go ahead and have a seat, sir. Sir, would you please tell us your full name and spell your last name for us."

Mr. Galvan: "Martin Galvan."

Ms. Carpenter: "How do I spell your last name, sir?"

Mr. Galvan: "G-A-L-V-A-N."

Ms. Carpenter: "Mr. Galvan, where do you live?"

Mr. Galvan: "Rowena."

Ms. Carpenter: "Do you maintain livestock at your property?"

Mr. Galvan: "Yes, I am the caretaker. They belong to the owner of the property."

Ms. Carpenter: "What kind of livestock do you keep?"

Mr. Galvan: "Cows, sheep, chicken, horses."

Chair Runyon: "Can I ask you to please speak up?"

Ms. Silva: "Okay."

Ms. Carpenter: "Back in April, did you have a problem with any of your livestock?"

Mr. Galvan: "Yes, the ones the dog bit."

Ms. Carpenter: "Can you please tell us what you saw and what you heard that day?"

Mr. Galvan: "When we woke up, my wife heard the sheep were running. So I went outside and I saw when the dog was biting one of the sheep."

Ms. Carpenter: "What did the dog look like?"

Mr. Galvan: "It's black. There was a light post right there and I could see the dog."

Ms. Carpenter: "About what time of day was this?"

Mr. Galvan: "It was early in the morning. I can't remember the time. It was either 2 or 3."

Ms. Carpenter: "How large was the dog?"

Mr. Galvan: "It was pretty large. About that height." (Mr. Galvan indicated height by raising his hand parallel to the floor at about table height.)

Ms. Carpenter: "Did it have a long tail or short tail?"

Mr. Galvan: "Long."

Ms. Carpenter: "Did it look like any breed of dog that you were familiar with?"

Mr. Galvan: "Like a German shepherd."

Ms. Carpenter: "Did it injure or kill any animals that you were caring for?"

Mr. Galvan: "It had killed one previously and it bit two."

Ms. Carpenter: "What kind of animals did it kill and bite?"

Mr. Galvan: "It killed a little sheep and it bit a big sheep and another little one."

Ms. Carpenter: "Do you recall what kind of injuries and on what part of the body the sheep got?"

Mr. Galvan: "I can't recall to the little sheep what he did, but to the big one, it bit off the ear and inside this part of the body." (indicating the mid-section)

Ms. Carpenter: "Did you do anything to scare off the dog or chase off the dog?"

Mr. Galvan: "I didn't want the dog to leave because I wanted the cops to see the dog but the cops didn't come."

Ms. Carpenter: "Did the police eventually arrive?"

Mr. Galvan: "Not until 8 in the morning and the dog was gone by then."

Ms. Carpenter: "So, at one point did you corral the dog on your property?"

Mr. Galvan: "Yes, I went and closed the gate so the cops would come, but they didn't come."

Ms. Carpenter: "So, when the dog was on your property, did you take photographs of the dog?"

Mr. Galvan: "Yes."

Ms. Carpenter: "Mr. Galvan, I am going to show you what has been marked as State's exhibits one, two, three and four. Can you tell us what is in these exhibits, please? Can you tell us what number one is, please?"

Mr. Galvan: "This is the area of the grass where I had the dog corralled."

Ms. Carpenter: "So this is the property you manage?"

Mr. Galvan: "Yes."

Ms. Carpenter: "Does this property include this rainbow at the top?"

Mr. Galvan: "No."

Ms. Carpenter: "What is this at the top? Is this a computer image?"

Mr. Galvan: "I think so, cuz it's not there."

Ms. Carpenter: "And in State's exhibit 2, can you tell us what's in that?"

Mr. Galvan: "That's the dog."

Ms. Carpenter: "And did you take the photos in State's exhibits 1 and 2?"

Mr. Galvan: "Yes. It was really dark; that's why you can see it very well."

Ms. Carpenter: "And can you tell us what's in State's exhibits 3 and 4?"

Mr. Galvan: "It's the same thing. It's the dog."

Ms. Carpenter: "At this time we will offer State's exhibits 1,2,3, and 4. "

Chair Runyon: "These are the same photos we received as part of our board packet of information."

Ms. Carpenter: "I believe so. I believe in the board packet, though, they were scanned in as black and white."

Chair Runyon: "Correct."

Ms. Carpenter: "Will exhibits 1,2,3, and 4 be received by the board?"

Chair Runyon: "Yes."

Ms. Carpenter: "Thank you."

Chair Runyon: "This is my first dog thing."

Ms. Carpenter: "It's alright. Mr. Galvan, what color are the sheep that this dog was attacking?"

Mr. Galvan: "The baby ones are brown and the large one is both colors – brown and white."

Ms. Carpenter: "And before the police arrived, did the dog escape?"

Mr. Galvan: "Yes, I had to go to work and he made a hole under the fence and left under the gate."

Ms. Carpenter: "Did you watch the dog make the hole?"

Mr. Galvan: "Yes."

Ms. Carpenter: "So, he made it by digging?"

Mr. Galvan: "Yes."

Ms. Carpenter: "Do you manage these sheep for a gentleman by the name of Guadalupe Flores?"

Mr. Galvan: "Yes."

Ms. Carpenter: "Thank you, Mr. Galvan. I have no further questions for you."

Chair Runyon: "One question while he is still here. And I know you are not the owner; you are the caretaker. In the report, it said that the two smaller sheep that died were worth around \$135.00 each?"

Mr. Galvan: "I don't know. They are not mine. The price would be the owner. He is the one."

Chair Runyon: "The third sheep that passed away – was it of a similar breed or a larger sheep? There was an indication there was a larger animal in the pen."

Mr. Galvan: "I don't know. You guys would have to ask the owner."

Chair Runyon: "Okay."

Ms. Carpenter: "What breed are these sheep?"

Mr. Galvan: "I don't know. You better ask him."

Ms. Carpenter: "Okay. Will do. Any further questions from the Board?"

Chair Runyon: "That's all I had."

Ms. Carpenter: "Thank you, sir. We appreciate it."

Chair Runyon: "At this time, we'll call Maria Galvan to the stand. Does Maria need an interpreter?"

Ms. Galvan: "Yes."

Chair Runyon: "Maria under penalty of perjury, do you solemnly swear or affirm that the evidence you shall give in this matter shall be the truth, the whole truth and nothing but the truth? Signify by saying, I do."

Ms. Galvan: "I do."

Ms. Carpenter: "Again, Ms. Galvan is being assisted today by Spanish language interpreter, Sandra Silva, from the Youth Department - Youth Services Department. Ms. Silva can you and Ms. Galvan understand each other in the Spanish language?"

Ms. Galvan to Ms. Silva: "I do understand you."

Ms. Carpenter: "Would you please tell us your full name?"

Ms. Galvan: "Maria Galvan."

Ms. Carpenter: "And how do I spell your last name?"

Ms. Galvan: "It's Galvan, I can't spell it but I can write it to you."

Ms. Carpenter: "Okay. That's fine that your last name is Galvan. Are you married to Martin Galvan?"

Ms. Galvan: "Yes."

Ms. Carpenter: "And do you live with him in Rowena?"

Ms. Galvan: "Yes."

Ms. Carpenter: "Do you manage livestock together?"

Ms. Galvan: "Yes."

Ms. Carpenter: "Did anything happen with your livestock back in April?"

Ms. Galvan: "Yes."

Ms. Carpenter: "Can you please tell us what happened?"

Ms. Galvan: "Early in the morning, I heard lots of noises outside. I heard the little sheep screaming and the chickens moving around so I went out. I told my husband something was going on outside, so we both went outside. He got out first and he was the one that saw the dog when he was there with the sheep. When he screamed for me, we both ran. That is when we saw the dog run and we went into the pasture to see what was going on."

Ms. Carpenter: "What did this dog look like?"

Ms. Galvan: "When I went outside the dog was running, but my husband went out first so he is the one that saw the dog better than me. And then when we went inside where the little pasture is, we saw the dog in there."

Ms. Carpenter: "What color was the dog?"

Ms. Galvan: "Black."

Ms. Carpenter: "How large would you say the dog was?"

Ms. Galvan: "It was very tall."

Ms. Carpenter: "Did it have a long or short tail?"

Ms. Galvan: "Large."

Ms. Carpenter: "Before that day in April, had you ever seen that dog?"

Ms. Galvan: "Yes, about two times, prior to that incident, we saw him kind of roaming around the property, but not inside."

Ms. Carpenter: "Does that dog belong to anybody on your property?"

Ms. Galvan: "No."

Ms. Carpenter: "Do you know the person who owns that dog?"

Ms. Galvan: "No."

Ms. Carpenter: "What kind of sheep are on your property?"

Ms. Galvan: "I don't know what kind of sheep; I don't know the specific breed they are."

Ms. Carpenter: "Did you see whether this dog injured or killed any animals on your property?"

Ms. Galvan: "I didn't see when the dog killed the sheep. It was my husband that saw when the dog was attacking the sheep."

Ms. Carpenter: "Did you see any injuries to any of your sheep after this?"

Ms. Galvan: "Yes."

Ms. Carpenter: "What kind of injuries?"

Ms. Galvan: "One of the little, she was bitten on the top. And the other one, I couldn't see at that time in the morning where it was injured and it didn't die until the next morning. And the large one, the big sheep didn't die until days later."

Ms. Carpenter: "So, in total, three sheep died?"

Ms. Galvan: "Yes."

Ms. Carpenter: "And they died at different times after this incident?"

Ms. Galvan: "Yes."

Ms. Carpenter: "Before the dog got onto your property, were those sheep okay? Were they injured or were they dead?"

Ms. Galvan: "No, they were fine."

Ms. Carpenter: "So it was after this dog got onto to your property that these sheep were injured and eventually died?"

Ms. Galvan: "Yes."

Ms. Carpenter: "And you manage these sheep for somebody named Guadalupe Flores?"

Ms. Galvan: "Yes."

Ms. Carpenter: "What color are the sheep that died?"

Ms. Galvan: "They were black and white and the larger one is mostly white but also has brown spots."

Ms. Carpenter: "Did you try to corral this dog?"

Ms. Galvan: "Yes."

Ms. Carpenter: "And when you did that, did you and your husband take photographs of this dog?"

Ms. Galvan: "Yes."

Ms. Carpenter: "Did the dog eventually escape?"

Ms. Galvan: "Yes, after we put in him the gate then he took off."

Ms. Carpenter: "Did you watch him escape?"

Ms. Galvan: "Yes."

Ms. Carpenter: "How did it escape?"

Ms. Galvan: "Underneath the wire, he dig."

Ms. Carpenter: "He dug a hole?"

Ms. Galvan: "Yes."

Ms. Carpenter: "Have you seen that dog since this incident?"

Ms. Galvan: "No."

Ms. Carpenter: "Ms. Galvan, I have no further questions for you. I don't know if the Commissioners have questions for you."

Chair Runyon: "Sherry do you have anything? Scott? (both indicated no) You are excused."

Ms. Carpenter: "We appreciate it Ms. Galvan. Thank you."

Chair Runyon: "The next person on your list, Araceli Galvan is not here today?"

Ms. Carpenter: "She is here, but I have excused her as a witness for me, Mr. Chair, but we do wish to call Guadalupe Flores."

Chair Runyon: "Call Guadalupe Flores to the stand, please. If you will stand there and I will read the oath here. Do you need an interpreter, sir?"

Mr. Flores: "I think I'll be fine. I might be fine. I understand everything you say. I hope you understand what I'm gonna' say."

Chair Runyon: "Should we have the interpreter stand by just in case?"

Ms. Carpenter: "That would be fine. Thank you."

Chair Runyon: "Under penalty of perjury, do you solemnly swear or affirm that the evidence you shall give in this matter shall be the truth, the whole truth and nothing but the truth?"

Mr. Flores: "I do."

Ms. Carpenter: "Go ahead and have a seat, sir. Sir, what is your name?"

Mr. Flores: "Guadalupe Flores"

Ms. Carpenter: "How to you spell your last name?"

Mr. Flores: "F-L-O-R-E-S"

Ms. Carpenter: "And are you able to understand the proceedings today?"

Mr. Flores: "Yeah, I am. Mostly."

Ms. Carpenter: "Would you like to have . . . Is your primary language in Spanish?"

Mr. Flores: "Yeah, it is."

Ms. Carpenter: "Would you prefer to have an interpreter today?"

Mr. Flores: "Either way works. I'll be fine."

Ms. Carpenter: "Okay. If you don't understand me at any point, just ask."

Mr. Flores: "Thank you."

Ms. Carpenter: "Sure. Mr. Flores, do you own some sheep?"

Mr. Flores: "Yes, I do."

Ms. Carpenter: "Where are those sheep kept?"

Mr. Flores: "Rowena. I've got a little property over there. They are over there."

Ms. Carpenter: "Is that a property on Hwy. 30?"

Mr. Flores: "Right. Outside Hwy. 30."

Ms. Carpenter: "What kind of sheep are they?"

Mr. Flores: "They are called Barbados Sheep. They're kind of between sheep and goats. They're sheep; they look a little bit like goats."

Ms. Carpenter: "What color are they?"

Mr. Flores: "A little brown with spots or you know, cinnamon colored looking. Most of them got spots."

Ms. Carpenter: "What is the primary purpose that you raise them for?"

Mr. Flores: "Well, they're meat animals but mine are pets more like and we sell them to people for pets. When they're little a lot of people like them 'cause they're pretty, pretty colored and the shape of them – they've got long tails, too. So people buy them for pets, most of them. That's how we sell them - when they're little, really small, for pets."

Ms. Carpenter: "And are these sheep managed by the Galvan family?"

Mr. Flores: "Yes, they are."

Ms. Carpenter: "And you know the Galvan family?"

Mr. Flores: "Yeah, I know them. Yeah."

Ms. Carpenter: "In April of this year did anything happen to your sheep?"

Mr. Flores: "Yeah, I got call early in the morning from Martin. Not sure, but it was early in the morning – 4, 5 or something like that. He called me and said that dog, big dog, got into the property and was killing the sheep. And I said 'Well, can you do something; can you call the police.' And he said, 'I already did.' I said, 'Try to lock him in or something while they arrive.'" He goes, 'I already did.' He went over and closed the gate or something. Somehow he managed to keep it inside. I went to bed or something for a little bit and then I call him again and he goes, 'The police are not here yet and the dog is running around the fence.' He managed to pull the sheep out from that corral to another property. But the dog was trying to get out, he says. And then he went to work. And the next time I called him he was like, 'The dog escaped and they are not there yet.'

Ms. Carpenter: "Did any of your sheep end up dying as a result of this incident?"

Mr. Flores: "Yeah, my big ram, my breeding ram and two babies, two young ones."

Ms. Carpenter: "Before the dog, before this incident with the dog in April were your sheep okay?"

Mr. Flores: "Yeah. Yeah, they were fine."

Ms. Carpenter: "Were any of them injured or dead?"

Mr. Flores: "No, no."

Ms. Carpenter: "So it was after this incident with the dog that sheep died?"

Mr. Flores: "Yeah, we take good care of them."

Ms. Carpenter: "What is the value, the monetary value of each of the sheep that have died as a result of this?"

Mr. Flores: "The little ones, we sell them from anywhere from \$135 to \$150 for the little ones. But the big one, I got a lot of money into it because that is my breeding animal and they are worth \$400 or something like that, \$350 to \$400."

Ms. Carpenter: "And it was a male ram?"

Mr. Flores: "Yeah, right. That was my breeding animal. Yeah. But my big loss is I haven't bred my animals since then because I lost my breeding animal and I don't have money to another one. They are expensive, like I said, so all my other ewes, my other animals have not bred yet and I hope I get another one soon

before – I already lost this season, you know. There are ten to twelve animals that should be bred by now and they are not. It's a problem."

Ms. Carpenter: "When a male breeds with a female sheep, how many babies do they usually have?"

Mr. Flores: "Two, most of them, but some of them give two, I mean three, excuse me. Very rarely, when they are young, only one. Most of them average two, some of them three. I've got some that give birth to three. Most of them it's two."

Ms. Carpenter: "So as the result of this then you have lost the ability to breed this male with your females?"

Mr. Flores: "Yeah, until I get another one."

Ms. Carpenter: "So you would estimate that the male was valued at around \$400.00?"

Mr. Flores: "Yeah."

Ms. Carpenter: "Okay. And each of the babies that was killed is around \$135.00?"

Mr. Flores: "Yeah, something like that."

Ms. Carpenter: "How soon after this incident with the dog did each of those sheep die?"

Mr. Flores: "When I arrived, I don't remember what time I came, the two little ones were already dead, so I just buried them. But the other one, the big one, he stayed alive, well kinda alive. He got worse and worse. I don't know, three, four days, two. I don't know, probably three days or something like that. Three, four days. I'm not sure. I just didn't want to pay much attention to it because my grandkids were in love with him and they want to see him all the time. When we go over there they call him the papa sheep. So they want to pet him and he was sick, you know with fever, so I don't want to have much to do with it. I kind of stay away from it until we buried him."

Ms. Carpenter: "Before that male adult sheep died, what kind of injuries did he have?"

Mr. Flores: "Martin tell me he was barely walking. He couldn't walk. He had one leg staying all the way in the air, so we looked at him and he got a bit underneath real bad. He got swollen big time there and he got a little bit on the ears and the nose. His nose got swollen, too, big time. Yeah."

Ms. Carpenter: "Mr. Flores, I don't have any further questions for you. I don't know if the Commissioners would like to ask you some questions."

Chair Runyon: "Were there any veterinarian bills involved with the one that was . . ."

Mr. Flores: "No, I came to the vet after I see him real sick when I came to the vet because I know it's very expensive and we don't have money to, you know. So we came to the vet late, I think on the day that he died. When I came to the vet and I asked him he goes, 'If he is fever already and dying, he isn't gonna make it. It will cost you a lot if I go over there,' he says."

Chair Runyon: "So there were no vet bills?"

Mr. Flores: "No, no, no."

Chair Runyon: "Sherry? Scott?"

Commissioner Hege: "Question. Do you have any idea how the dog might have gotten into the pen? I mean somehow it was secured."

Mr. Flores: "Yeah. That's a good question because I don't really know. I think Martin tell me he kind of pushed between the gate we have or somewhere, but I am not sure how. He managed to kind of push things around and get in or something, but we've got pretty secure around. I don't know how he went in. Yeah."

Ms. Carpenter: "And the property where the Galvans live, that's actually your property that you own, correct?"

Mr. Flores: "Yeah. Yes it is."

Ms. Carpenter: "And have you participated in building and maintaining those fences there?"

Mr. Flores: "Yeah. Oh, yeah, yeah. Martin take good care of my property. If he needs something, he just call me and say, 'We need posts, we need wire.' He's always keeping it really, really, really good over there. So, yes we do."

Ms. Carpenter: "Any further questions?"

Chair Runyon: "None from us. You're excused."

Ms. Carpenter: "Thank you, Mr. Flores. That's all we have. Appreciate it."

Chair Runyon: "And you said Deputy Floyd . . ."

Ms. Carpenter: "He is present."

Chair Runyon: "He arrived."

Ms. Carpenter: "He is here, yes."

Chair Runyon: "Please take the stand, Deputy Floyd. Under penalty of perjury, do you solemnly swear or affirm that the evidence you shall give in this matter shall be the truth, the whole truth and nothing but the truth?"

Deputy Floyd: "I swear."

Chair Runyon: "State your name for the record."

Deputy Floyd: "My name is Courtney Floyd. F-L-O-Y-D."

Ms. Carpenter: "Where are you employed?"

Deputy Floyd: "I'm employed with Wasco County Sheriff's Office."

Ms. Carpenter: "What's your position there?"

Deputy Floyd: "I am a deputy."

Ms. Carpenter: "How long have you been a deputy there?"

Deputy Floyd: "I have been a deputy approximately eleven years."

Ms. Carpenter: "Do your job duties include enforcing Oregon laws?"

Deputy Floyd: "Correct."

Ms. Carpenter: "On April 18th, 2012, were you called to the Galvan residence on Hwy. 30?"

Deputy Floyd: "Yes, I was."

Ms. Carpenter: "Okay. And what was the exact address of that location?"

Deputy Floyd: "8, excuse me, 5835 Highway 30 West."

Ms. Carpenter: "Thank you. Is that location in Wasco County, Oregon?"

Deputy Floyd: "Yes, it is."

Ms. Carpenter: "And what happened when you arrived there?"

Deputy Floyd: "I arrived and met with Martin and Maria. Correction, I'm sorry – I met with Maria and her daughter, if I say this right Arcelia."

Ms. Carpenter: "Is that Araceli?"

Deputy Floyd: "Araceli. Thank you. And quickly realized I could not speak with the one I needed to, Maria. So, how do you say that again? Aracelia?"

Ms. Carpenter: "Araceli?"

Deputy Floyd: "Araceli. She spoke fluent English and interpreted for me and that is how I was able to do my investigation."

Ms. Carpenter: "Tell us about your investigation."

Deputy Floyd: "I was advised that at approximately 4:00 a.m. that morning they heard some commotion out in the pens with the goats and chickens and Martin and Maria went outside. And that is where they noticed a dog running around in the pen within the confines with the sheep – stirring them up. They were able to quarantine the dog to one side and get the sheep into an adjoining pen through a gate and get them to a safe location. I was advised that they quickly realized that there was one small sheep that was already dead within the original pen where the dog was at. They attempted to keep the dog quarantined until they took photos of it. And then subsequently the dog dug its way out and got out before I was there. And to help realize – I didn't get there until about 10:25ish. That was due to 4:00 a.m. to 8:00 a.m. there are no deputies on duty. And then, I believe at that time I was the only one and due to priority calls that I had to deal with, knowing that this wasn't an emergency at the time, I had to deal with priority calls before arriving at Galvan's at 10:30."

Ms. Carpenter: "Did you see any injured animals when you arrived at that location?"

Deputy Floyd: "I was shown the deceased small sheep in the pen or the confines where the dog or where the attack occurred. And then I was shown another small one in an adjoining pen where they said another small one had, was alive at the time, had died since the attack. And then the other larger ram that, at the time, I wasn't advised that it had a bit underneath. I did notice it walking slow or kind of

limping. I just notice that and they were showing me that the ear was shredded and I could see the blood, the dried blood on it.”

Ms. Carpenter: “Deputy Floyd, I’m going to show you some exhibits, exhibits 5,6,7,8,9,10, 11,12,13,14,15,16, and 20. Can you please explain these exhibits for us?”

Deputy Floyd: “Five through sixteen are photos that I took on scene and they depict the scene – I would call it a farm and where the attack occurred and the deceased sheep and the ram that was still alive at that time. Oh, and then exhibit 20 is at where I was shown the confined pen where the dog, where the attack occurred and the dog had been contained and then escaped before my arrival. They showed me where the dog had dug a hole and got out of the fence. And so I went to the hole to take photos and I could see I could see more dog prints as opposed to sheep hoof prints and scratch marks. And then the fence area where he had dug out, So the hole was freshly dug, I could tell. And there were no sheep in the pen. And the dog had left and there were tufts of hair in the hole remaining; so, indicating to me that they were left by the dog because there were no sheep and the dog had just dug the hole. So I seized those hair fibers and put them into evidence at that time.”

Ms. Carpenter: “And is that exhibit 20?”

Deputy Floyd: “That is. That’s exhibit 20.”

Ms. Carpenter: “And are exhibits 15 and 16 photographs of that hole?”

Deputy Floyd: “Yes, it is.”

Ms. Carpenter: “Okay. 15 and 16 show where the hair was seized from?”

Deputy Floyd: “Correct.”

Ms. Carpenter: “At this time we wish to offer exhibits 5 through 16 as well as exhibit 20.”

Chair Runyon: “Let the record show we are receiving the evidence – exhibits 5 through 16 and exhibit 20.”

Ms. Carpenter: “During the course of your investigation, Deputy Floyd, did you contact the owner of the sheep?”

Deputy Floyd: “Yes, I did.”

Ms. Carpenter: "Okay, and what is that owner's name."

Deputy Floyd: "Guadalupe Flores."

Ms. Carpenter: "And what did Mr. Flores tell you about the sheep?"

Deputy Floyd: "He described them as a hybrid breed of sheep/goat and that they were called Barbados and bred for, as he was saying, for companion or consumption."

Ms. Carpenter: "And did he give you an estimated value of each of the sheep that had died?"

Deputy Floyd: "He described the smaller, the two smaller sheep, at approximately \$135.00 each and the larger one \$350.00 to \$400.00 for replacement value."

Ms. Carpenter: "I meant to ask you, the exhibits 5 through 16, in the photographs. Did you actually take those photographs?"

Deputy Floyd: "Yes, I did."

Ms. Carpenter: "Deputy I have no further questions at this time. I don't know if the Board has questions for you."

Commissioner Hege: "I have one quick question about one of the photographs. It seems like at one point we were talking about a freshly dug hole under a fence, but the photograph – actually there was a board, it looks like the fence was actually bent up. It didn't look like there was any freshly dug hole under the fence. It looked like it was just kind of a place where he slipped under."

Deputy Floyd: "Unless the depth perception of the photo is deceiving. There was, it appeared from the yard over that they had placed boards down at the corner whether to retain their yard or what because it was higher than the pen location, that the fence kinda went down to the ground and up a little bit. I don't know if it was an area that an animal had escaped previously and then been kind of patched back up. But at the location there are kinda the dig marks and some scratch marks and the dirt there because the lack of the sheep prints and what have you, I could tell the dirt had been pushed out and was starting to dry. If I recall, when I moved the dirt it was then moist again. And you know, to me, growing up on a farm too, it looked like to me that it had been freshly dug. And it was kind of concaved and the hair fibers were left after the hole was dug. And the dog had just enough room to slide out and get into the next yard."

Commissioner Hege: "Was there any indication as to how the dog had gotten into the pen from your observation?"

Deputy Floyd: "Not that I was aware of unless it jumped in and was afraid to jump out or whatever."

Commissioner Hege: "How high was the fence? Is it possible the dog could jump in?"

Deputy Floyd: "You mind if I refresh my memory on looking at the photos?"

Commissioner Hege: "I was just curious. Did it seem like it was the height that maybe a dog could jump in?"

Deputy Floyd: "From what I recall, yes. It wasn't like a huge chain link fence, more like just a"

Ms. Carpenter: "Do you want to look at the exhibits?"

Deputy Floyd: "Yes, if I could. The reason why is cuz I know some of the fences are quite high but also, as you can see, where on exhibit 6 the fence is slumped, people have been climbing over it where I took extra photos of the goats and other additional fences. I didn't get a picture of the entire pen area, which I should have. For some reason I didn't."

Commissioner Hege: "So it is possible the dog could have maybe jumped over."

Deputy Floyd: "From what I'm seeing, yes. Especially that one photo, it would be possible even for a person to push the fence down and step over. To me the containment was more for just keeping the sheep in at least in some areas."

Chair Runyon: "Anything further? Thank you."

Ms. Carpenter: "Would you stick around? It is possible I will have more questions for you."

Deputy Floyd: "Yeah."

Chair Runyon: "We will call Deputy Gavin Marble. Please state your name and where you work for the record."

Deputy Marvel: "Gavin Marble. I work for the Wasco County Sheriff's Office."

Chair Runyon: "Please say the appropriate answer following this paragraph: Under penalty of perjury, do you solemnly swear or affirm that the evidence you shall give in this matter shall be the truth, the whole truth and nothing but the truth?"

Deputy Marble: "I do."

Chair Runyon: "Thank you, sir."

Ms. Carpenter: "Where are you employed?"

Deputy Marble: "Wasco County Sheriff's Office."

Ms. Carpenter: "And what's your position there?"

Deputy Marble: "Deputy Sheriff."

Ms. Carpenter: "How long have you been a Deputy Sheriff there?"

Deputy Marble: "Since January."

Ms. Carpenter: "Do your job duties include enforcing Oregon laws?"

Deputy Marble: "They do."

Ms. Carpenter: "On April 21st of 2012, were you asked to assist in an investigation involving a dog that had killed some livestock?"

Deputy Marble: "I was. I actually overheard the radio dispatch. Sgt. Birchfield went to take a call that sounded extremely similar to one that I'd heard a couple days before that Courtney Floyd took. And so I was farther south and by the time I got up north to The Dalles, Sgt. Birchfield had already made contact, done an investigation and then was returning into town. So we met to discuss briefly what he had investigated and how that – my goal was to determine whether the two were linked together. The description of the dog in both cases was almost identical. It was a large black dog, possibly a shepherd mix, far larger than a normal size dog. The locations were very close as far as the addresses on Hwy. 30 in Rowena. And the animals that were injured or killed were very similar."

Ms. Carpenter: "What did you in the course of your investigation that day?"

Deputy Marble: "I knew that Deputy Floyd had gathered photos of original, of the dog in the original case that the victims had taken. So I gathered those photos, printed those out. Sgt. Birchfield informed me that he had located a dog matching

that description at 5882 Hwy. 30 West and had talked to the owner who he identified as Fermin C. Sanchez. I gathered those photographs and then went to that address to speak to Mr. Sanchez regarding the dog."

Ms. Carpenter: "May I see exhibits 1 through 4, please? Deputy Marble, when you went to speak with Mr. Sanchez did you show him the photos in exhibits 1,2,3, and 4?"

Deputy Marble: "Yes, these are the photos that I showed Mr. Sanchez."

Ms. Carpenter: "And did you say anything to Mr. Sanchez when you showed him those photos?"

Deputy Marble: "I told Mr. Sanchez that these were photos that were taken of a dog inside a fenced area that had killed or injured some sheep. And his response was something to the effect of, 'Well, that sure looks like Moccasin.' I asked him who Moccasin was. He goes, 'Well, that's my dog.' I asked him, 'Is Moccasin here, can I look at Moccasin?' He said, 'Yeah, he's in the back yard.' We proceeded into the back yard. It was fully fenced but there were, I saw when entering the gate about three holes that were large enough for me to crawl through on hands and knees in the fence. Walked around the back. Moccasin, the dog that matched these photos, was laying on his back porch. There was also another German shepherd in the back yard. It did not match the description. It was a full German shepherd, very overweight. I'm not sure it could have jumped a curb. So I photographed this dog, took photographs of this dog laying on the back porch of Mr. Sanchez's residence."

Ms. Carpenter: "Deputy Marble, let me show you exhibits 17, 18, and 19. Can you tell us what those are?"

Deputy Marble: "These are the photographs I took of Moccasin laying by his food dish at Mr. Sanchez's residence in the backyard."

Ms. Carpenter: "Is it a true and accurate representation of that dog?"

Deputy Marble: "Yes, ma'm."

Ms. Carpenter: "At this time we offer State's exhibit 17, 18 and 19. Will those be received Mr. Chair?"

Chair Runyon: "I'm sorry, what did you say?"

Ms. Carpenter: "Will those be received?"

Chair Runyon: "Yes. Receiving exhibits 17, 18 and 19 for the record."

Ms. Carpenter: "Did you have any further conversation with Fermin Sanchez?"

Deputy Marble: "I did, I discussed with him, I told him that Moccasin appeared to be the dog in the photos. He agreed. He concurred. Moccasin was a large dog. If he was standing here, he could probably set his chin on this table standing on all fours. He's a very large dog. I shared with Mr. Sanchez that after the investigation if it was determined that his dog, Moccasin, had injured these sheep that he would be financially responsible for that. He agreed and stated quote, 'Oh, I will make it right, whatever I need to do.' He also mentioned to me at that time that a cougar had been seen in the area and that Moccasin might have been responding to a cougar kill in the yard and just eating off of a cougar kill. I told him that could be a possibility. First time I had heard of that, not wanting to exclude any options at that time. I thanked him for his time, offered him a business card to be in contact with us and left the scene, left his home."

Ms. Carpenter: "So you mentioned that on April 21st Sgt. Birchfield had had a similar call regarding a livestock kill in the area?"

Deputy Marble: "Yes, ma'm."

Ms. Carpenter: "Are you at all familiar with the nature of that call?"

Deputy Marble: "I did read Sgt. Birchfield's report. I was not on scene during that investigation."

Ms. Carpenter: "Can you give us a summary of Sgt. Birchfield's report on that?"

Deputy Marble: "I can attempt to. The . . . On that day a large black dog, a shepherd mix, got into another pen and I believe killed a goat or a sheep, I believe it was a goat, and two roosters, two chickens. The properties were close, again as I mentioned before. I am not sure of the address of the second property. But to me, it just popped in my head that this was just way to similar at a very close location to not be related and that is why I went and spoke to Sgt. Birchfield about that."

Ms. Carpenter: "So when you say in a close location, the incident of the goat and chickens, the incident of the sheep the Galvan's were managing and Fermin Sanchez's residence – how close were those three locations?"

Deputy Marble: "Estimating, I would estimate within a quarter of a mile of each other."

Ms. Carpenter: "Are they all located within the Rowena area of Hwy. 30 West?"

Deputy Marble: "They're all on the same road, on Hwy. 30 West."

Ms. Carpenter: "And they're all in Wasco County?"

Deputy Marble: "Yes, ma'm."

Ms. Carpenter: "I have no further questions for you Deputy. It is possible the Commissioners do."

Chair Runyon: "Are there any further questions?"

Commissioner Holliday: "Well, I have a question but (inaudible) At some point Moccasin was sent to Estacada. Was there, or did you ask or someone ask for the dog to be brought back to Wasco County?"

Deputy Marble: "Yes. Deputy Ward and Sgt. Birchfield and myself responded to Fermin Sanchez's residence to take custody of the dog. We were advised by Mr. Sanchez that the dog was in Estacada. He had taken it to Estacada. At that time he really didn't give us a reason that he had taken the dog to Estacada. I said, I can't remember who was speaking at the time, but Mr. Sanchez was told either by myself, Sgt. Birchfield or Deputy Ward that the dog needed to be returned and that it would be taken into custody by the Wasco County Sheriff's Office, at least for a minimum of 10 days for a quarantine at that time. He told us he would have it back by Friday. I believe Deputy Ward wrote a supplemental that was included in that he would have it back by that Friday. He did bring the dog back and it was housed at the Humane Society, under the custody of the Wasco County Sheriff's Office."

Ms. Carpenter: "And Deputy, the Humane Society, is that also known as the Wasco County Animal Shelter?"

Deputy Marble: "Yes."

Ms. Carpenter: "Also as Home at Last Animal Shelter or Humane Society?"

Deputy Marble: "Yes, ma'm. There is about seven names I think. "

Ms. Carpenter: "Gotcha. And when the dog was lodged there was Mr. Sanchez cited for owning a dog that harmed or chased livestock?"

Deputy Marble: "Deputy Ward did issue Mr. Sanchez a citation for that violation, yes, or crime."

Ms. Carpenter: "And the dog was lodged that day?"

Deputy Marble: "Yes, on that Friday. I did have contact with the animal shelter regarding that because there was some confusion as to why the dog was there. I spoke with an employee at the animal shelter regarding why it was there and that it was in the custody of the Wasco County Sheriff's Office."

Ms. Carpenter: "I have no further questions, does the Commission?"

Chair Runyon: "You said 10 days, where is the dog now?"

Ms. Carpenter: "We have further testimony on that from Sgt. Doug Kramer."

Chair Runyon: "Okay. Thank you."

Commissioner Hege: "So in the photographs you had, looks like you took, it looks like the dog was tied up. Is that correct?"

Deputy Marble: "Yes, at that time he was tied up."

Commissioner Hege: "Was there any discussion about that? Was the dog always tied up?"

Deputy Marble: "It was mentioned very briefly that, I believe it was by Mr. Sanchez's wife or girlfriend, she just kind of through a comment in there, 'That dumb dog's always gettin' out,' something to that effect. Again I didn't include it in my report because at the time I didn't feel it was that substantial. I was just trying to link the two together, which that would have been a good piece now that I think about it. But, yeah, it was mentioned he was tied up because he had gotten out before."

Commissioner Hege: "Okay. Thank you."

Chair Runyon: "Anything else? Thank you."

Ms. Carpenter: "Next is Sgt. Douglas Kramer."

Chair Runyon: "Sgt. Douglas Kramer to the stand, please. Sgt. Kramer, under penalty of perjury, do you solemnly swear or affirm that the evidence you shall give in this matter shall be the truth, the whole truth and nothing but the truth?"

Sgt. Kramer: "I do."

Chair Runyon: "State your name for the record."

Sgt. Kramer: "Douglas Kramer. K-R-A-M-E-R. With the City of The Dalles Police Department."

Ms. Carpenter: "Sgt. Kramer, do your job duties as Sergeant at the City of The Dalles Police Department include enforcing Oregon Laws?"

Sgt. Kramer: "Yes, they do."

Ms. Carpenter: "Were you on duty on June 1st of 2012 as City of The Dalles Police?"

Sgt. Kramer: "Yes, I was."

Ms. Carpenter: "On that day did you receive a call to the Home at Last Wasco County Animal Shelter?"

Ms. Carpenter: "On that day did you receive a call to the Home at Last Wasco County Animal Shelter?"

Sgt. Kramer: "Yes."

Ms. Carpenter: "Is that located in Wasco County, Oregon?"

Sgt. Kramer: "Yes, it is."

Ms. Carpenter: "Okay. What time did you receive that call?"

Sgt. Kramer: "I received it around 1:10 p.m. on that Friday."

Ms. Carpenter: "And what was the nature of that call?"

Sgt. Kramer: "Steve Drynan, basically the administrator at Home at Last, called requesting an officer regarding the theft of a dog that had been ordered to remain at Home at Last. Upon hearing his information about it, I then went out there to meet with him and then review video that he had of Fermin Sanchez coming to visit this dog. The dog, obviously he had been informed it had been housed there because of a bit towards another animal and was under quarantine through the County. Mr. Drynan showed me clips of Fermin meeting with the dog and explained that sometime during that meeting, which took place on the west side of the building, there is a fenced in, contained area that's locked, closed with padlocks. In that area, apparently, there's a key, a hide-a-key box that they keep out there because the door closes and locks everyone out that goes out to maintain this area. So, they keep a key on site so that they can then unlock the padlocks and get out of there if they need to. Apparently Mr. Sanchez had visited

this area four times prior with the approval of Home at Last and had become aware of this hide-a-key. And At that point, he visited with the dog and when the employees were no longer looking decided to use the hide-a-key to open the padlock on one of the gates and leave with the dog. The video that I was shown at the time did not articulate which direction Mr. Sanchez had left in. It was just either west or north of the property as there are two gates, but one gate on the north side of that containment was left unlocked and a padlock was found by Mr. Drynan prior to my arrival, indicating that that would have been the gate that he obviously had used to leave this premise. With all that information I gathered that obviously there was probable cause for a theft case and began attempting to contact Mr. Sanchez at his residence. At around 3:45 p.m. Officer Becknell and I left the City to go to Rowena and attempt to contact Mr. Sanchez, but he was not at his residence. His brother, Marcelino (sp) Sanchez stated that he hadn't seen him for three days and that the dog wasn't there either. I didn't believe his statements, however, we contacted the owner of the property that Mr. Sanchez lives at, Fermin Sanchez lives at, which is also where Marcelino lives and he said that he was in the process of evicting the Sanchez's and that he had seen Fermin there that morning with his truck, he described as a grey and blue Ford older pick-up. And, I believe he was no longer at the residence at this time. Officer Becknell and I asked him to call if he should return so then we could attempt to locate the dog and Mr. Sanchez, Fermin Sanchez, to arrest him for the crime of theft. At this time, we have not been able to locate Mr. Sanchez or the dog. We don't believe he is at his residence; however, I was informed today that his vehicle had returned in the last couple of days by neighbors. So, we can attempt to look into finding him there, but it's gonna take, obviously, someone calling to notify us he has returned as it is outside the City, to verify if he is there or not. The County could follow-up if they are available sometime, further."

Ms. Carpenter: "Sgt. Kramer, I don't have any further questions. Does the Commission have any questions?"

Chair Runyon: "Does anyone on the Commission have any further questions? Sherry?"

Commissioner Holliday: "No."

Chair Runyon: "Scott? (Commissioner Hege indicated no.) Thank you."

Ms. Carpenter: "Thank you."

Chair Runyon: "I believe that completes the list. Do you have any further witnesses that aren't listed here?"

Ms. Carpenter: "I don't believe so. I know that another party's here. Mr. O'Dell is here. Mr. O'Dell's incident was references by Deputy Marble earlier. Mr. O'Dell, do you wish to speak about incident at your property?"

Mr. O'Dell: "Yes."

Ms. Carpenter: "Okay. Is that okay with the Commission?"

Chair Runyon: "Absolutely."

Ms. Carpenter: "Okay, come on up Mr. O'Dell."

Mr. O'Dell: "Good Morning."

Chair Runyon: "I'm going to read this to you if you will raise your hand, please. Under penalty of perjury, do you solemnly swear or affirm that the evidence you shall give in this matter shall be the truth, the whole truth and nothing but the truth?"

Mr. O'Dell: "I do."

Chair Runyon: "State your name and address for the record."

Mr. O'Dell: "Jason O'Dell, 5955 Hwy. 30 West, Rowena, Oregon."

Chair Runyon: "Be seated, sir."

Ms. Carpenter: "Mr. O'Dell, back in April this year did anything happen at your property?"

Mr. O'Dell: "Yeah, that Saturday morning I was . . . well I guess I should start Friday night. Midnight my fiancé was outside with our dogs. Our dogs acted peculiar, so she brought the dogs in the house fearing for the dogs' safety. About 4:30 in the morning, I was awakened by the dogs going nuts in the house – barking and carrying on. I heard some noises outside. I got up, went and looked outside. The noises had stopped, I didn't see anything, so I went back to bed. About 8 o'clock that morning, my fiancé's daughter got up and was leaving with her boyfriend, saw a large German shepherd and another smaller dog in the field, laying next to our goats. As a teenager, she thought it was cute – they were friends and they were sleeping together, so she didn't think nothin' of it. We woke up a little bit later. Shelly had went outside to have a cigarette and noticed that the owners of the German shepherd and the small dog were tugging on their dogs, walking down right in front of our fenced in property. Thought that was kind of strange that they were being kind of abusive toward their dogs, or just

disciplinary toward their dogs. 'Bout a half an hour later we walked outside to go to our hot tub and I had made the comment, 'Wouldn't that be strange if something had got in here and got our animals?' Shelly proceeded to walk around the truck and spotted both our animals laying there on the ground just deceased."

Ms. Carpenter: "Okay. What kind of animals were deceased?"

Mr. O'Dell: "They were miniature Nubian goats. They were just pets. We got them for the kids to take care of and so they were basically pets for the foster kids."

Ms. Carpenter: "Did you ever see the large black dog?"

Mr. O'Dell: "I didn't see it that morning. We had an incident about 2 weeks earlier. The dog was in our yard, very docile dog, friendly. When some company we had left that day, Shelly had looked on the dog tag and walked the dog down the street and delivered it back to its owner."

Ms. Carpenter: "Who is the owner."

Mr. O'Dell: "I believe this Sanchez. I didn't catch his name. I wasn't there at the time when she returned the dog."

Ms. Carpenter: "Do you know if the dog belongs to a neighbor of yours?"

Mr. O'Dell: "Yes, I do."

Ms. Carpenter: "Do you, have you ever seen this dog go to that neighbor?"

Mr. O'Dell: "Yes, I have."

Ms. Carpenter: "Okay. Do you know your neighbor's address where this dog lives?"

Mr. O'Dell: "I believe it's 5882 Hwy. 30 West. They're kinda catty corner across from our property."

Ms. Carpenter: "Okay. Can you estimate how many yards away they live from you?"

Mr. O'Dell: "I would say at the farthest point of our property, closest to theirs is 30 yards or less."

Ms. Carpenter: "Okay. And you live here in Wasco County, Oregon?"

Mr. O'Dell: "That is correct."

Ms. Carpenter: "So when you saw this dog, can you describe for us what this dog looked like?"

Mr. O'Dell: "The dog is dark black with some grey on the tips of his hair from being old. It is a large German shepherd, long tail, real tall dog."

Ms. Carpenter: "Do you know the people who own that dog?"

Mr. O'Dell: "I do not know them."

Ms. Carpenter: "Okay, either by name or by sight?"

Mr. O'Dell: "By sight, I've seen them when they've walked. They walk their walk their dogs, once in a while, by our house."

Ms. Carpenter: "Okay. Have you ever spoken with those folks?"

Mr. O'Dell: "I have not."

Ms. Carpenter: "Have you ever socialized with those owners?"

Mr. O'Dell: "No."

Ms. Carpenter: "I have no further questions for you, Mr. O'Dell. It's possible the Commissioners do."

Chair Runyon: "You lost two animals as well."

Mr. O'Dell: "Yes, well we lost three total. We lost two of the goats and one of the roosters. We thought we'd lost both roosters. When I was searching the property, found a trail of feathers and hair across our property and it led me to our neighbor's that we also run our animals on. While I was over there, I heard the other rooster starting to crow and so I called for him and he actually came back."

Chair Runyon: "But we have no direct connection to know the same dog was involved?"

Mr. O'Dell: "When Deputy Birchfield was at our house doing the report, we made the comment that that dog was in our field, that our daughter saw it in the field. He went over and made contact with the Sanchez's. They agreed that the dog

was in our field, that they had removed the dog from the field and that's about the same time that Shelly had saw them walking down the street with the dog."

Chair Runyon: "Do you have a value for those goats?"

Mr. O'Dell: "The female that we got, she was about \$200-\$250 and the male was right around \$75. And then the rooster was 30 bucks."

Commissioner Hege: "I wonder if we could have the witness look at the photographs and see if he can positively identify that that is the dog."

Mr. O'Dell: "I have seen the photos. We went down after we found the incident and Mr. Birchfield, Officer Birchfield let us know that there was an incident down the road. We called Guadalupe Flores, he was our old landlord, and asked him if he'd had an issue with animals. And so, he informed us that he had. We went down and talked to the tenants, Martin, and they showed us the photos that they had down there that they had taken."

Commissioner Hege: "So is the photograph in front of you, is that the dog?"

Mr. O'Dell: "That is the dog, yes."

Ms. Carpenter: "And you're looking at exhibit #17 and you're saying that is the dog."

Mr. O'Dell: "That is the dog."

Ms. Carpenter: "That was in your field?"

Mr. O'Dell: "Yes."

Ms. Carpenter: "Okay. Is this also the same dog that you saw your neighbors walking along Hwy. 30?"

Mr. O'Dell: "Yes."

Ms. Carpenter: "Okay. And also in exhibits 18 and 19, is that also the same dog?"

Mr. O'Dell: "That is correct."

Ms. Carpenter: "Okay."

Mr. O'Dell: "We had also conducted an investigation with some of our neighbors, asking them if they saw anything that morning or if they'd heard any noises and informed them what we'd found with the dog in the field. And they had warned us that their dog had been attacked about a month earlier by the same dog. They were neighboring properties. Their dog was attacked and bitten and then the, apparently, the owner of the property the dog resides on was pinned up against his barn about a week or two earlier than that also."

Commissioner Holliday: "So what is the deposition of your case?"

Mr. O'Dell: "Pardon me?"

Commissioner Holliday: "What's the, what's going on with your case?"

Mr. O'Dell: "Apparently it wasn't linked to it this morning. We'd been in contact with Guadalupe and we did get a letter in the mail stating court was a month ago. Then they sent us a letter stating that it was going to be postponed 'til today. We never got anything for today."

Ms. Carpenter: "I also meant to ask you, the two goats who died, the two goats that died, were they of a breeding age?"

Mr. O'Dell: "They were. We'd had them for a little over a year and a half and they were about a month and a half old when we got them – so a little over a year and a half in age."

Ms. Carpenter: "Were they capable of breeding?"

Mr. O'Dell: "The female was yes."

Ms. Carpenter: "Okay. Did you have any intentions to breed that female?"

Mr. O'Dell: "Not at that time."

Ms. Carpenter: "So to the loss of the female does not also represent the loss of potential babies?"

Mr. O'Dell: "Not at that time. The male that we had was the brother and at this time we hadn't."

Ms. Carpenter: "I have no further questions for the witness."

Chair Runyon: "Do you have something Scott. (Commissioner Hege indicated no.) Thank you."

Ms. Carpenter: "Thank you."

Chair Runyon: "I assume you are going to tell us how that can tie into or not tie into the similar – if it has to be handled separately."

Ms. Carpenter: "It appears to be a separate incident, one involving Mr. O'Dell's livestock, yet I think it would be helpful when arguing disposition of this dog when the Commissioners are ready to get to that stage. I think it is very good circumstantial evidence of what the O'Dell family saw, large, black dog in their field in proximity to Mr. Sanchez, his home and his dog. This is very good circumstantial evidence that this dog that's being accused today has been engaged in similar conduct."

Chair Runyon: "But really it is just still evidence in the case that we're involved with."

Ms. Carpenter: "I don't consider it direct evidence of the case we're involved with but it is circumstantial evidence and good evidence especially when we get to the disposition phase and what remedies the County will be asking for."

Chair Runyon: "So the O'Dells would have to have a separate hearing."

Ms. Carpenter: "It all depends on what the Board of County Commissioners orders today when it comes to disposition. If today the Board finds Mr. Sanchez's dog did not kill the livestock owned by Guadalupe Flores being managed by the Galvan's, it is possible that we could have an additional hearing down the road involving Mr. O'Dell's livestock. But if the Board does find today that Mr. Sanchez's dog killed Mr. Flores' Barbados sheep, and depending on how the Court, pardon me, the Commission disposes of the dog, then it may be a moot issue. It all depends on disposition, basically, is the short answer."

Chair Runyon: "Okay. Any further things you want to give before I start here? Maybe you can just see if I am correct here as I read Chapter 609 under the definitions of livestock it lists both sheep and goats. I know there was some question as to what kind of breed it is, some it's a goat, some it's a sheep, but they are both listed so it seems to be a moot point there. Under 609.140 under right of action by owner regarding damaged livestock, the owner of any livestock which has been damaged, injured, chased, wounded or killed by any dog shall have a cause of action against the owner of such a dog for the damages resulting there from, including up to double the value of the livestock killed and double the amount of any damage to the livestock. And under 609.150 right to kill dog that harms or chases livestock, looks like the person on the property, not the dog's own property, but another property would have had the right to take care of

the matter there at hand. Section 2 of that says, if any dog, not under control of its owner or keeper is found chasing or feeding off the carcasses of livestock not the property of such owner or keeper shall be deemed prima facie as engaged in killing, wounding or injuring livestock. I thought that was kind of a pertinent thing that I dug out there."

Ms. Carpenter: "Actually, for today's purposes, no. They are helpful there, I think, in shedding light on what I consider the applicable statutes today. 609.140, which the Chair referenced earlier, I think that has more to do with a private law suit, the livestock owner versus the dog owner, rather than what we have today which is an allegation before a Board of County Commissioners brought by the County asking for disposition of the dog itself rather than a money suit. So I think 609.140 is just a money suit for damages. I think it is separate from what we are doing today."

Chair Runyon: "And you feel we have put out the proper notifications and so forth for the record?"

Ms. Carpenter: "I do believe so. Your administrative assistant has sent Mr. Sanchez a letter and this has also been published in the newspaper. I can give to the Board a copy, my copy from the newspaper if it wishes."

Chair Runyon: "I think we have that."

Ms. Carpenter: "Okay."

Chair Runyon: "Then at this point we know not where the dog is; we know not where the owner of the dog is."

Ms. Carpenter: "Correct, but I still feel that the Board of County Commissioners can make their ruling today with knowing that the dog, at this point, is still being located as well as the owner. I would ask for the Board of County Commissioners to make an order today."

Chair Runyon: "The District Attorney provided us with a paper here that set out four things that we had to look for: the date – I think we have that confirmed, we have heard enough testimony to confirm that; that the act occurred in Wasco County – and that was pretty well substantiated, the owner of the dog is Fermin Sanchez, both from the direct Deputy report and from the neighbors and other witnesses; and that from pictures and testimony at the scene that this is the identified dog that killed or wounded livestock in the cage owned by Guadalupe Flores. That correct?"

Ms. Carpenter: "Correct."

Chair Runyon: "We've heard admissions to all those items. So, we have a disposition in front of us. We have questions, other than the things I brought up? Scott?"

Commissioner Hege: "I am not sure. When we talk about the penalties, I have some questions there."

Chair Runyon: "Okay. So, if we find that the dog is guilty that killed and wounded the livestock, the District Attorney is asking us on page 4 of the disposition, 1) A civil penalty of not less than \$500 and not more than \$1,000 payable to Wasco County under ORS 609.162(1)(c) and ORS 609.167(1). And I am assuming we can find a range there or impose the minimum or the maximum."

Ms. Carpenter: "Right and I would actually ask for the maximum, your Honor, Mr. Chair, because of the multiple death to livestock in the primary case brought today as well as the secondary case we brought up today involving Mr. O'Dell's livestock. These are an aggravated series of incidents so, I think, warranting the elevated penalty."

Chair Runyon: "Number 2 on the list was euthanasia of the dog under ORS 609.162(1)(c) and 3, restitution of the dead livestock. Here we had some additional things that were brought into this. Initially, it was asking for \$270, \$135 for each of the two sheep, payable to Wasco County to be forwarded to livestock owner, Guadalupe Flores, under ORS 609.180 and ORS 609.190. My math looking at it, and I realize there was some guesswork between \$350 and \$400 on the one animal. The first two it was about \$270 and in the neighborhood of \$400 makes it \$670 for the three goats. We've heard from Mr. O'Dell, the neighbor, and it's appropriate for us to bundle this together if we felt so."

Ms. Carpenter: "And I would ask the Board of Commissioners to do that please."

Chair Runyon: "That's about \$355, again we are guessing a little bit on the funds, which came out to about a thousand and a quarter. So my suggestion to the Commissioners is my thought, and we will discuss this as we go forward, striking the dollar amount in the DA's request and changing that to the \$600 to Mr. Flores and let me see, about \$650 and \$350 to Mr. O'Dell would make it work out to about the thousand maximum. Maybe my numbers are off."

Ms. Carpenter: "If I may interrupt, actually. The civil penalty that we're asking for is separate from the restitution. The restitution is designed to make the victim whole and the civil penalty is designed, basically to penalize. They have separate purposes; I'm asking for them under separate statutes. I'm asking that they not

be run together into one tidy sum. I am asking for an order of a civil penalty plus a separate order awarding restitution to the victims.

Chair Runyon: "Okay, I am just going through the list. So we would need to have two separate actions."

Ms. Carpenter: "Well, I mean, we could do it all in one order, one page. What I meant to say is separate line item – a separate line for the civil penalty and a separate line item for the restitution. They don't have to be on separate orders from the Board of Commissioners."

Commissioner Hege: "Quick question. Can we provide restitution, as Commissioner Runyon has suggested, to another party not involved in this?"

Ms. Carpenter: "I think that Mr. O'Dell's case is involved in this. It sounds like the Board is kind of heading in that direction as well. I think these are related incidents; it's all in the same neighborhood; we have very similar evidence. I think the Board of Commissioners does have that kind of authority to do that. Mr. O'Dell testified under oath today about his loss, about what his family witnessed. I think the board has that authority."

Commissioner Hege: "Okay, we can actually put it in here?"

Ms. Carpenter: "I believe so."

Commissioner Hege: "I believe so."

Chair Runyon: "Sherry, questions?"

Commissioner Holliday: "No, (inaudible)"

Chair Runyon: "And I'm sorry, I just wanted to give you my summary thought and kind of let you go from there."

Commissioner Holliday: "I have a question. I think, I believe there will be some cost to Home at Last. Can that also be included in the penalty phase of this, Ms. Carpenter?"

Ms. Carpenter: "Pardon?"

Commissioner Holliday: "A charge to Home at Last – I think there will be some cost incurred by Home at Last. Can those costs also be incurred in this penalty part of it?"

Ms. Carpenter: "At this point, I don't know of any costs incurred by Home at Last. Mr. Stone has related to me, the County didn't have to pay anything to house the dog at the time. If Home at Last incurred separate costs as a result of the theft of the dog that occurred on Friday, then the criminal case against Mr. Sanchez for stealing the dog, we'll try to get restitution for that, basically. So say if you took it he is part of that or has somehow damaged the lock or basically caused any further cost to Home at Last, we'll try to get restitution in the criminal case."

Commissioner Holliday: "Well, that was my thought, that if they had to repair anything."

Mr. Stone: "There will be housing costs that Home at Last incurs as part of our agreement."

Ms. Carpenter: "Okay."

Mr. Stone: "We don't, Wasco County doesn't pay that, but they will incur costs."

Ms. Carpenter: "Okay. So, I don't know if the Commissioners heard that but there – Home at Last does incur costs for housing the dog on the Wasco County hold."

Commissioner Hege: "But we don't know what that cost is. Is that correct?"

Mr. Stone: "Steve can give you an idea. They've got a per-day rate that they have developed."

Chair Runyon: "So actually, I have kind of two issues. First of all, the disposition of the dog. Alright."

Commissioner Holliday: "Okay, I'm going to make a motion that the dog is found guilty of the killing and wounding of the livestock of both Mr. Flores and Mr. O'Dell's livestock. And that we impose the following penalty: a civil penalty of \$1,000.00 payable to Wasco County, euthanasia of the dog, and restitution for the dead livestock at Chair Runyon's figures at, for Mr. O'Dell, \$355.00 and a rounded up figure for Mr. Flores' animals at \$650.00."

Chair Runyon: "That was a number that equaled a \$1,000.00, was what I was coming up with."

Commissioner Holliday: "Okay."

Chair Runyon: "\$350.00 I was using for Mr. O'Dell and \$650.00, is that correct? That would be \$1,000.00?"

Commissioner Holliday: "Okay, so \$350.00 and \$650.00."

Chair Runyon: "Do I have a second?"

Commissioner Hege: "I would second that."

Chair Runyon: "We have a motion and a second. Any further discussion at this time?"

Commissioner Hege: "I have a question. Okay, for the DA – Number two, I am just curious, under penalties, were there other options and why did you choose that option, just out of curiosity?"

Ms. Carpenter: "For penalties?"

Commissioner Hege: "Yeah."

Ms. Carpenter: "Again, for the civil monetary penalty,"

Commissioner Hege: "Just in 2 option, number 2."

Ms. Carpenter: "Oh, for the euthanasia?"

Commissioner Hege: "Yeah."

Ms. Carpenter: "It's an aggravated case because of the multiple livestock killed. I think that is the appropriate disposition."

Commissioner Hege: "Okay."

Ms. Carpenter: "Just, basically, the aggravated nature of the case."

Commissioner Hege: "Okay."

Chair Runyon: "Anything else?"

Ms. Carpenter: "So the Board has ordered the \$1,000.00 civil penalty."

Chair Runyon: "We had a hand raised. I don't know if it's appropriate to take another question since we are in deliberation at this point. Jason, you had something brief?"

Mr. O'Dell: "My question was on the Oregon 609.140, the owner of any livestock which has been damaged, injured, chased, wounded, or killed by a dog –

including double the value of any livestock killed. We would actually like double the value due to the dog should have been taken into custody on the first issue and then ours would not be an issue."

Chair Runyon: "So noted."

Mr. O'Dell: "As well as Mr. Flores, because that was his main breeding goat, he is entitled to the value of also possible future animals. He had multiple females that were ready to be bred, but his breeding ram was killed. And so, I feel that he is entitled to that money as well from the dog's owner."

Chair Runyon: "Thank you. Do we wish to make any amendments to the motion or do we follow the basic lines of the District Attorney?"

Commissioner Holliday: "No, I am going to amend my motion to – say if it bred twice again or if it had two babies which he said usually they have two babies that would be another \$270.00 that would be double the cost. And Mr. O'Dell, because of the fact that your animals were fenced, I sympathize with that. I would be willing also to amend my motion to make that not \$350.00, which I think it was, but bump it to \$500.00."

Commissioner Hege: "I second the amendment to the motion."

Chair Runyon: "Okay. We have a motion, initially, on the table so we need to vote on that and then vote on the amendment – if I am correct on Robert's rules."

Commissioner Hege: "We vote on the amendment and then vote on the motion."

Chair Runyon: "We've got to do both, though."

Commissioner Hege: "We vote on the amendment and then on the motion."

Ms. Carpenter: "And, Chairman Runyon, I'm sorry to interrupt what you are doing, too. Mr. O'Dell addressed 609.140, but again, it's my belief that applies to a civil lawsuit between a livestock owner and a dog owner, not necessarily what we're doing today with the County Commissioners."

Commissioner Holliday: "So what you're saying, Ms. Carpenter, then is the \$1,000.00 is the maximum and the stated cost or the stated value of the sheep, the additional cost is not?"

Ms. Carpenter: "It's my understanding the maximum civil penalty is \$1,000.00. And it's my understanding when it comes to the value of the killed or wounded animals we can only get the single value, not the double value that 609.140 asks

for.”

Chair Runyon: “When I read that section as well, she pointed that out.”

Commissioner Holliday: “I’m sorry.”

Ms. Carpenter: “I’m sorry to interrupt.”

Chair Runyon: “We don’t have any opportunity to do that here. Thanks for reminding me.”

Commissioner Hege: “Quick follow-up question, Ms. Carpenter. So, does the value, does the value, because it’s a breeding stock have anything to do with that?”

Ms. Carpenter: “I think it may, especially if Mr. Flores can put a dollar value on that. That could be very helpful. Perhaps we could recall Mr. Flores and he could, perhaps, help the Commissioners put a dollar value on that estimate. Would the Commissioners like to do that?”

Chair Runyon: “If we’re going to go back to that, then I think we need to withdraw any motion.”

Ms. Carpenter: “That’s probably true, too.”

Commissioner Holliday: “Okay, well, I’ll withdraw my motion.”

Chair Runyon: “And your amendment to that motion?”

Commissioner Holliday: “Yes, and my amendment.”

Chair Runyon: “Let’s get some clarification on value.”

Ms. Carpenter: “Mr. Flores, if you’d come on up.”

Chair Runyon: “I thought we had a \$1,000.00 limit, initially.”

Ms. Carpenter: “And it’s my understanding again that there’s really no limit on what I am calling singular restitution, basically dollar for dollar loss, to the victim or victims in this case. I just don’t feel we can double restitution amounts because this is not a civil lawsuit.”

Chair Runyon: “Corrected.”

Ms. Carpenter: "Okay."

Chair Runyon: "I suppose you've already been sworn in. Could you give us some clarification on the value of –"

Mr. Flores: "Well, what I was saying is when I feel that I lost more because I lost my ram, breeding ram, and I got ten to twelve ewes that should be bred by now. They're not. So it's not two animals. If it really comes to truth, twenty-four babies should have been coming within the next couple months. You know, they give birth every four to five months – four months more like it. So, I lost all that. So, I am not going to get those animals bred until I get another breeding animal which I cannot afford right now, yet. So, I am going to lose the whole twenty-four animals, minimum – you know, little babies that I'm not going to have any more."

Ms. Carpenter: "And you estimate the value of each baby at about \$135.00?"

Mr. Flores: "Well, I think the babies probably less because they're little, but you know."

Ms. Carpenter: "What is your estimated value of a newborn baby?"

Mr. Flores: "Baby? I don't know, \$80.00 to \$100.00."

Ms. Carpenter: "Okay."

Mr. Flores: "Because people buy them for \$80.00 when they're just babies - \$80.00 to \$100.00."

Chair Runyon: "My question, though, would be we can't value something that may or may not happen."

Ms. Carpenter: "Sure."

Chair Runyon: "We can only value what was lost. If there's a civil lawsuit to come out of all of this for other additional value and so forth, I think that's another venue than what we're here for, than what we're able to do. Is that correct? Is that what I'm hearing?"

Ms. Carpenter: "I think if it's reasonably calculated, and so what we could ask is in the past, Mr. Flores, have you bred your breeding ram with a ewe?"

Mr. Flores: "Oh, yeah, yeah."

Ms. Carpenter: "And in the past, what has been the typical birth rate of ewes bred with your ram?"

Mr. Flores: "Well, they all bred and they all give birth. They all come up fine. Like I said, we take good care of them. They all give birth – two, sometimes three, some of the real young ones, one. But they always come alive and they always leave well. I mean, every time we bred them, they give birth healthy. So, yeah."

Commissioner Holliday: "Ms. Carpenter? How many times a year do they breed, because I mean we could, I mean if they're like possums . . ."

Ms. Carpenter: "I would defer to Mr. Flores on that question. I have not raised livestock before. So generally each ewe breeds two or three times a year?"

Mr. Flores: "Yeah, I mean, if people really took care of them and know how to do it three. Mine do two."

Ms. Carpenter: "Two?"

Mr. Flores: "Yeah, two times a year. But I'd rather not do it so that they don't breed on the time to give birth in winter time. That's why I kind of leave them off that time. That's why I'm saying they're not gonna breed because by the time I get another ram they be close to give birth in winter time so it's gonna be too late soon, here."

Chair Runyon: "I think a lot of this gets to be very subjective and what not and I'm inclined to stay within that \$1,000.00 as suggested by the District Attorney. If they have civil actions, in my point of view, I'll let each of you speak to your thoughts; those can be brought forward in another situation, another venue."

Ms. Carpenter: "Sure."

Chair Runyon: "Any thoughts about that? I just don't know how we calculate sheep that we don't know will be born or won't be born."

Commissioner Holliday: "Well, we know at least some of them would have been born."

Ms. Carpenter: "Right. I think we do have a fairly good estimate from Mr. Flores that he lost at least one breeding cycle that this ram could have contributed to. Is that correct Mr. Flores?"

Mr. Flores: "Yeah, yeah."

Ms. Carpenter: "At least one and that would have yielded twenty-four babies."

Mr. Flores: "Yeah. Like you say, they might not all bred, but I got twelve animals, at least ten or eight would easy, you know. You never know what."

Ms. Carpenter: "Okay. And again, the \$1,000.00 civil penalty cap doesn't apply to restitution; those are separate notions – separate things that we're asking for."

Chair Runyon: "Okay, so then my numbers then become the minimum. What do you guys propose?"

Commissioner Hege: "I think that probably, I mean in terms of this, I think he did lose value."

Commissioner Holliday: "I think so, too."

Commissioner Hege: "Yeah, and if he said maybe eight of them would have taken, I mean let's just assume that and they would have had two each, that would be sixteen; and if you put them at \$80, that would be another \$1,280.00 related to the breeding loss in addition to the loss of the actual livestock. I would suggest we might add \$1,280.00 to the number that Chair Runyon had on there."

Commissioner Holliday: "That was \$650.00."

Chair Runyon: "To Mr. Flores?"

Commissioner Hege: "Yes."

Chair Runyon: "So \$650.00 and \$1,280.00."

Commissioner Holliday: "So it's \$1,930.00."

Chair Runyon: "Okay. And what about Mr. O'Dell? I have it at \$350.00."

Commissioner Holliday: "And I, I attempted to add an addition \$150.00 to make it \$500.00."

Chair Runyon: "\$500.00"

Commissioner Hege: "What was that for?"

Chair Runyon: "The loss of two pet goats that the O'Dell's had."

Ms. Carpenter: "I believe Mr. O'Dell stated the female was valued at between \$200.00 and \$250.00?"

Mr. O'Dell: "Yes."

Ms. Carpenter: "And the male was valued at about \$75?"

Mr. O'Dell: "Correct."

Ms. Carpenter: "You also lost chickens?"

Commissioner Holliday: "A chicken."

Mr. O'Dell: "I also lost a rooster at about \$30.00."

Ms. Carpenter: "\$30.00."

Chair Runyon: "Yeah, the original total I used \$250.00, \$75.00, \$30.00, was \$355.00. I had just made it \$350.00 even because we were guessing on some of the amounts."

Commissioner Holliday: "And I had asked for it to be \$500.00. Okay, I'm ready to remake my motion."

Commissioner Hege: "Okay."

Commissioner Holliday: "So, I'll make a motion that we, I guess we already found the dog guilty as charged of killing, injuring the livestock and that we imposed the following penalty: a civil penalty of \$1,000.00 payable to Wasco County, euthanasia of the dog, and restitution for the dead livestock as \$1,930.00 to Mr. Flores and \$500.00 to Mr. O'Dell for the loss of their animals."

Commissioner Hege: "I would second that motion."

Chair Runyon: "We have a motion and a second. Do we have discussion? All in favor, signify by saying 'Aye.'"

Chair Runyon, Commissioners Holliday and Hege: "Aye."

Chair Runyon: "Motion's approved, it's unanimous. Thank you everyone for your time – appreciate that."

Ms. Carpenter: "Thank you, sir. And just for clarification, Commissioner Holliday, the restitution for Mr. Flores was a total of?"

Commissioner Holliday: "\$1,930.00"

Ms. Carpenter: "\$1,930.00 and to Mr. O'Dell was \$500.00."

Commissioner Holliday: "Yes."

Ms. Carpenter: "Okay. Thank you."

Chair Runyon: "The claimants, if they have further questions can ask at the DA's office for clarifications."

Ms. Carpenter: "That's totally fine."

Chair Runyon: "For other actions that might be possible and that sort of thing. Okay."

Ms. Carpenter: "Thank you."

Chair Runyon; "Thank you all very much."

Ms. Carpenter: "We appreciate it."

Chair Runyon: "We will take a brief recess."

Recessed at 11:00 a.m.

Reconvened at 11:15 a.m. following the Extension Budget Hearing

WASCO COUNTY PUBLIC BUDGET HEARING

Monica Morris, Finance Manager, summarized the County budget. The budget presented to the budget committee was \$33,807,837.00. The budget presented to the board is different by the changes approved at the budget committee. Those changes are:

- 1) Wasco County will not be partnering with Hood River in the Veterans Program, so we elected to not receive their revenue which reduces our General Fund revenue. The result of that action places our Veterans' Service Officer in Wasco County five days a week. It did not change the cost of the service; it reduced the revenue.

- 2) The budget committee also chose to increase the general fund expenses by adding a .5 non-benefitted position – a Veterans Service Officer aid. That is an increase of \$16,181.00.
- 3) There was also an increase in the Veterans Service Officer's materials and services budget by \$6,000.00.
- 4) There was a change to increase the general fund contribution to the museum fund by \$2,500.00.
- 5) To counteract increases to the general fund, the committee elected to reduce the transfers that go to the Capital Acquisitions Fund by \$47,494.00. The transfer will now be \$152,000.00.

The new budget being presented is \$33,742,530.00.

Chair Runyon opened the hearing to public comment; there being none, the public comment section of the hearing was closed.

Commissioner Hege inquired about the FTE numbers shown in the Administration Services budget. The LB1 document reflects 18 FTE for Administrative Services in the adopted budget. In the proposed/approved budget there are 19 FTE positions. Since the 2.5 County Court positions are being moved to Administrative Services, he wanted to know why the number isn't higher.

Monica explained that the FTE number is not only full-time employees, but combinations of part-time employees to equal a full-time employee. Administrative Services also includes the Fair and Museum. We have fewer of those part-time positions due to attrition. The total came to 19, even with the addition of the 2.5 County Court positions. Ms. Morris offered to provide the detail of how the net increase came to 1 FTE over last year's budget.

{{{Commissioner Hege moved to approve Resolution 12-010 in the matter of fiscal year 2012-2013 tax levy and appropriations. Commissioner Holliday seconded the motion which passed unanimously.}}}

Public Budget Hearing closed at 11:28 a.m.

CONTINUATION OF PUBLIC FEE HEARING

Public Hearing on Fees re-opened at 11:30 a.m.

Public Health Director Teri Thalhofer explained that the new Licensed Facilities Fees are in response to newly created State categories. The new Environmental Health fees reflect new technologies for treating solid waste which create the need for the investment of staff time.

Molly Rogers, Youth Services Director, explained the fee for expunging juvenile records which acknowledges the time and effort required to do that. Ms. Rogers added the caveat that if the Court were to ever start charging a filing fee, she would most likely return to the Commission with a request to reduce or eliminate this fee.

Marty Matherly, Public Works Director, explained his requested fee is to recover costs incurred by the County to process and inspect for a road rally. The fee is actually a deposit made by rally organizers. Public Works would then track their time. Once the rally closes, the organizers would be refunded or billed the appropriate amount to accurately recover costs.

Commissioner Holliday reminded the gallery that previous discussions had entertained the possibility of other future events to which this system of remuneration might be applied.

Commissioner Hege asked if this was directed toward one event in particular. Mr. Matherly responded that there are currently two events to which this would apply, but that it is, in general, a fee for the use of County grounds for high speed racing.

Linda Brown, Wasco County Clerk, explained that the \$1.00 fee she is requesting is to administer the collection of the low-income housing fee that the County collects for the State. The State has elected not to pay counties an administrative fee out of the fees collected. This is to offset the cost the County incurs. There are other counties that add an administrative fee to compensate for the staff time invested in collecting the State fee. She is asking that the fee be deposited into the General Fund to help with the administering of the fund through Finance.

Commissioner Holliday asked if the Clerk's Association had abandoned efforts to get a portion of the \$15.00 fee for administrative costs.

Ms. Brown responded that the Housing Lobbies had been staunchly opposed and had been able to exercise their influence to block any portion of the fee from being diverted.

A representative for Community Corrections was not available but had previously explained their fee amendment requests.

Chair Runyon outlined the reason for eliminating the credit card fee for processing dog license. This is a result of the County moving those responsibilities to Home as Last who will now process dog licenses.

Chair Runyon opened the floor for public comment. There being none, he closed the public comment portion of the hearing and opened deliberations. There being no further questions or comments from the Board, he then called for a motion.

{{{Commissioner Hege moved to approve Ordinance 12-013 in the matter of amending Wasco County's Uniform Fee Schedule for various county departments. Commissioner Holliday seconded the motion which passed unanimously.}}}

Chair Runyon closed the Public Fee Hearing.

DISCUSSION on the refunding of overpaid taxes.

Mr. Stone brought forward a request by the County Assessor, Tim Lynn, to approve refunds for accounts outlined in the document he provided (attached). These refunds are the result of the Department of Revenue reinstating eligible applicants that had already paid on their accounts in November, 2011 – interest will be paid on the overpayments. There are four accounts listed with varying refund amounts.

Some discussion followed to determine the nature/cause of the overpayments, with Ms. Morris explaining the routine nature of the process and the statute requiring Board approval before payments could be made.

{{{Commissioner Hege moved to approve the tax refund approval request from the County Assessor's office. Commissioner Holliday seconded the motion which passed unanimously.}}}

DISCUSSION on support for an extension of renewable energy incentives.

Commissioner Hege brought forth a letter in support of an extension on a 2.2 cent incentive per kilowatt hour produced with renewable energy. It is largely used by wind projects and expires at the end of 2012. The industry is trying to get it extended. Commissioner Holliday pointed out that there are many projects on hold waiting for the outcome of the extension request and added that she would be happy to support it. The letter is directed to Greg Walden.

*****The Board was in consensus to sign the letter supporting the extension of the renewable energy incentive.*****

DISCUSSION on the letter supporting the continuation of the Silvicultural rule exempting logging roads from runoff rules.

Commissioner Holliday reintroduced a letter regarding logging roads that had been discussed and tabled in a previous session. Commissioner Hege believes that the matter has already been acted upon and is back in play. No further action was taken by the Board.

DISCUSSION COMMUNITY CARE ORGANIZATIONS.

Mr. Stone stated the CCO group meetings have resulted in the selection of a candidate to support as a regional CCO – that candidate is Pacific Source. They have now split into groups to work on developing governance board, a clinical advisory panel and a community advisory committee, guided by statutes. Ms. Thalsofer added that of the final two candidates, she felt most of the stakeholders could have been comfortable with either and there will be a future opportunity to withdraw support for Pacific Source. The proposed region is Wasco, Sherman and Hood River Counties. General discussion followed.

AGENDA ITEM – COLLECTIVE BARGAINING AGREEMENT BETWEEN WASCO COUNTY AND WASCO COUNTY LAW ENFORCEMENT.

Mr. Stone summarized changes to the agreement which the Board had been made aware of throughout negotiations.

- Article 13 – Vacations
 - 13.1 Vacation Accrual schedule changes
- Article 15 – Other Leaves of Absence

- 15.1 Compassionate Leave amended to include mother-in-law, father-in-law, and grandchildren
- Appendix A – Sheriff's Department Pay Plan
 - COLA adjustment changed from 3.5% to 1.5% effective July 1, 2012 and July 1, 2013.
- Training pay - \$50.00 per month when actively training a recruit.

General discussion followed. Mr. Stone conveyed his, as well as Sheriff Eiesland's, recommendation to the Board for approval of the agreement.

{{{Commissioner Holliday moved to approve the Collective Bargaining Agreement Between Wasco County and Wasco County Law Enforcement effective through June 30, 2014. Commissioner Hege seconded the motion and commended Mr. Stone, Sheriff Eiesland and the union for working collaboratively to reach this agreement. Mr. Stone stated that most of the credit belonged to Sheriff Eiesland. The motion passed unanimously.}}}

General Housekeeping

Chair Runyon asked for a consensus regarding Board sessions being on the first and third Wednesdays of each month with special sessions, if necessary, being on the second. He asked that each Commissioner review their schedule for conflicts and notify Kathy White of any regularly scheduled days for which they could not be present.

Recessed at 12:15 p.m. for lunch

Re-convened at 1:30 p.m.

Agenda Item – OIB Appointment

Scott Turnoy, Mid-Columbia Economic Development Program Manager, explained to the Board that Joan Silva, outgoing appointee, could not be appointed for a third term. Despite her willingness, the State would not grant an exception to the two-term rule. Ken Farnsworth is the sole applicant to fill the opening. Both Commissioner Holliday and Chair Runyon voiced their support of the applicant, who possesses the necessary financial background.

Mr. Turnoy explained that the position is responsible for the consideration and approval of grants and loans through the Oregon Investment Board and for setting OIB policy and procedures.

Some discussion followed regarding levels of available funding through MCEDD.

*****Commissioner Holliday moved to recommend to the State, through MCEDD, the appointment of Ken Farner to the Oregon Investment Board. Commissioner Hege seconded the motion which passed unanimously.*****

General Discussion

General discussion ensued regarding the voting powers of the Budget Committee Chair. Chair Runyon shared the results of his research into the matter in which he discovered that the Committee Chair is free to vote or not as he or she chooses.

Commissioner Holliday brought up the Bob Paul Memorial planned in memory of Staff Sgt. Robert J. Paul, 43, of The Dalles, OR who was killed in Afghanistan. Money has been raised but not enough to support the planned salt rock memorial. As an alternative, it was decided that a wooden bench might be a viable alternative and Commissioner Holliday wanted to know if the Commissioners were amenable to that idea. Chair Runyon suggested that a wooden bench would not hold up to the elements. Commissioner Holliday was not sure if it was intended to be an indoor or outdoor bench and said she would follow up with Mr. Matherly. She suggested they might consider a wrought iron bench.

Agenda Item – MCEDD Intergovernmental Agreement

Amanda Hoey, Executive Director for MCEDD, introduced Jessica Metta, MCEDD Staffing Coordinator. MCEDD annually approaches their County and City members regarding their services toward economic development. Ms. Hoey outlined their presentation requesting \$40,000.00 which goes toward the management of the Wasco County Economic Development Commission. Jessica Metta coordinates this effort.

Ms. Metta outlined upcoming projects and programs within Wasco County, which includes grant writing assistance, the Economic Development Summit, EDC loan funds and business retention and expansion program. All of these would continue with the agreement renewal.

{{{Commissioner Holliday moved to approve the Intergovernmental Agreement between Wasco County and MCEDD. Commissioner Hege seconded the motion which passed unanimously.}}}

Agenda Item – Threat & Hazard Identification & Risk Assessment Plan

Mike Davidson, Wasco County Sheriff's Office Emergency Manager, summarized the Threat and Hazard Identification and Risk Assessment Plan (formerly the Hazard Identification and Vulnerability Analysis) which was included, in its entirety, in the Board Packet. The plan was last updated in August, 2008. FEMA mandated that the plan now include a terrorism response, but since that had been included in the previous version it did not need to be created, just updated.

Changes include:

- Revisions to the Threat Matrix (pg. 5)
- Statistical Revisions (population, median income, etc.)
- Public Health Narrative

The plan will most likely need revision again next year in response to new guidelines being developed by FEMA.

Ms. Thalhoffer added that the unique relationship North Central Public Health enjoys with the local emergency managers facilitates more useful emergency planning. Mr. Davidson concurred, adding that Wasco was the first county in the state to add health issues into the risk assessment. Some discussion followed regarding the various threats included

{{{Commissioner Hege moved to adopt the Threat and Hazard Identification and Risk Assessment Plan, updated April, 2012. Commissioner Holliday seconded the motion which passed unanimously.}}}

Agenda Item – Emergency Alert System Operations Plan

Mr. Davidson summarized EASOP and provided a chart to illustrate the plan (see attached). A team has been working on development for a year. Currently, if there is a need for an emergency alert, someone must call radio stations and ask for the alert to be broadcast. In some cases, radio stations are automated for part of their day and there is no one at the station to call. The alert system will cover four counties (Wasco, Sherman, Gilliam, & Hood River) and automatically send alerts out through an encoder system. A schematic on page 18 of the plan outlines the system used to immediately broadcast alerts. Mr. Davidson asked that the Board approve the plan presented.

{{{Commissioner Holliday moved to adopt the Columbia Gorge Operational Area Emergency Alert Systems Operations Plan. Commissioner Hege seconded the motion which passed unanimously.}}}

Mr. Davidson went on to explain the citizens alert system which is a reverse 9-1-1 system which he hopes to have ready for review in July and implemented this fall through Everbridge. Using their technology, an area can be selected to receive automated alert calls to land lines. We have unlimited phone calls for the next five years. In addition, notification groups can be created for specific alerts to emergency responders, government officials, etc. Citizens can also register for their cell phones, email addresses, etc. to receive emergency notifications. Non-emergency alerts can go out for street closures, water main breaks, criminal activity, local missing children, air quality alerts, etc.

A brief discussion followed regarding the local volunteer Hamm radio organization that provides a back-up for the emergency alert system.

Agenda Item – 2012 Transportation Improvement Schedule

Marty Matherly and Arthur Smith from Wasco County Public Works summarized the Improvement Schedule which outlines a 6-year road improvement plan that is updated every 3 years. The process begins with a roads assessment followed by a service rating process from which a priority list is developed. The priority list is focused by practicality. The narrowed priority list of roads is then toured by the Board of County Commissioners who provides input to Public Works. Public Works then refines a final list and presents it to the Board for approval.

Chair Runyon pointed out the list was not set in a particular order, but that repairs would be made based on money found, grants, time, ability, and opportunity.

Commissioner Hege inquired about allowing the public an opportunity to comment on the priority list. Mr. Matherly read a quote, "Petitioners can bring our attention to problem roads, however road condition, traffic volume, and type of use should actually drive the system so that the quietly suffering farmer on the bad road gets the same attention as the squeaky wheel."

{{{Commissioner Holliday moved to approve the 2012 Wasco County Public Works Capitol Improvement Schedule. Commissioner Hege seconded the motion. The Commissioners applauded the efforts of Public Works in creating the priority list. The Board passed the motion unanimously.}}}

Chair Runyon also commended the Public Works solution to the Veterans Drive issue regarding a barrier at the end of that road where drivers come down a steep grade and must stop. Public Works was able to move excess dirt from another project to create that barrier.

A brief discussion ensued regarding the enterprise zone behind Cousins in The Dalles. Commissioner Holliday had received an email inquiring if the money from the zone would be split 50/50 between the City of The Dalles and Wasco County. She had forwarded the message on to the rest of the Board and added that historically, it has always been a 50/50 split. Both Chair Runyon and Commissioner Hege both agreed that that was acceptable. Chair Runyon asked Mr. Stone to respond to the inquiry.

The meeting adjourned at 2:40 p.m.

WASCO COUNTY BOARD
OF COMMISSIONERS

Rod L. Runyon, Chair of Commission

Sherry Holliday, County Commissioner

Scott Hege, County Commissioner

Agenda Item
Dufur Road Paving Project

- [Bid Documents](#)

BID DOCUMENTS
FOR
DUFUR MARKET ROAD PAVING

WASCO COUNTY PUBLIC WORKS
THE DALLES, OREGON

WASCO COUNTY
STATE OF OREGON

BOARD OF COUNTY COMMISSIONERS:

ROD RUNYON, BOARD CHAIR
SCOTT HEGE, COMMISSIONER
SHERRY HOLIDAY, COMMISSIONER

Project: Dufur Market Road Paving

Bid Opening: 9:30 am, July 11, 2012

First-Tier Disclosure: 11:30 am, July 11, 2012

Index:	Invitation to Bid	
	Information for Bidders	Pages 1-5
	General Provisions	Pages 6-18
	Special Provisions	Pages 19-22
	Project Maps	
	Typical Road Section	
	Proposal / Bid Schedule	
	First-Tier Subcontractor Disclosure Form	
	Sample Contract Agreement	
	Project Wage Rates (Preface)	

Parts of contract which are not bound herein:

Oregon Standard Specifications for Construction, 2008

General Wage Determinations Issued under the Davis-Bacon Acts: Oregon Highway Construction Projects

Prevailing Wage Rates for Public Contracts in Oregon

INVITATION TO BID

DUFUR MARKET ROAD PAVING WASCO COUNTY, OREGON

Sealed bids will be received in the office of The Wasco County Clerk, Wasco County Courthouse, 511 Washington Street, The Dalles, Oregon 97058, until **9:30 a.m., Wednesday, July 11, 2012** for the furnishing of all equipment, labor and material for constructing an asphalt overlay on two sections of Dufur Market Road. The proposed work will consist of the following:

Implement temporary traffic control; placement of approximately 6,000 tons of Level 2, 1/2 inch dense, minor hot mixed asphalt concrete pavement (MHMAC) at 2-inch compacted thickness; and other additional and incidental work as called for by the specifications and plans.

No pre-bid meeting will be held. The bids will be opened and declared at the aforementioned time and date in room 202 of the Wasco County Courthouse. All bidders must submit a list of their first-tier subcontractors no later than 11:30 a.m., July 11, 2012.

The bids will be received on county furnished proposal forms only. Each bid shall be accompanied by a certified or cashier's check or bid bond for the amount of not less than 5% of the total amount of the bid, drawn payable to Wasco County, and no bid shall be considered without such surety.

Plans, specifications, and other contract documents may be examined and obtained by contacting the office of the Wasco County Public Works, located at 2705 East 2nd Street, The Dalles, Oregon 97058. (541) 506-2645. Bid documents are available electronically on the Wasco County Website under Current News & Events: <http://www.co.wasco.or.us> Requests can also be sent to Arthur Smith, Project Manager at: arthurs@co.wasco.or.us

Bidders will be required to prequalify as to equipment, financial responsibility, experience, and ability to furnish bond and insurance. The county accepts certification of current prequalification with the Oregon State Transportation Commission as meeting prequalification requirements.

Prequalification shall be made through the Wasco County Public Works office, and must be made prior to the bid opening.

In accordance with ORS 279A.120, each bidder must identify whether they are a resident bidder.

This project is a Public Works Contract and is subject to the provisions of ORS 279C.800 to 279C.870 and the federal prevailing rate of wage required under the Davis-Bacon Act (40 U.S.C. 3141 et seq.). No bid will be received or considered unless the bid contains a statement that not less than the higher of the applicable federal or existing state prevailing wage rates will be paid to workers in each trade or occupation required in the performance of the contract.

No bids will be considered unless the bidder is registered with the Construction Contractors Board or licensed by the State Landscape Contractors Board.

In accordance with ORS 279A.110, all contracts must contain a certification of nondiscrimination in obtaining required subcontractors.

Under ORS 279C.836, the successful contractor and every subcontractor must have a public works bond filed with the Construction Contractors Board before starting work and no bid will be received or considered unless the bid contains a statement that the bonds shall be filed if successful.

No bid may be withdrawn after the hour set for the bid opening, nor before award of the contract, unless, said award is delayed for a period exceeding thirty (30) days. The successful bidder will be required to furnish a 100% performance bond and satisfactory evidence of liability insurance.

Wasco County intends to award the bid to the lowest responsible bidder who complies with the bid requirements. However, Wasco County reserves the right to reject any bids not in compliance with all prescribed public bidding procedures and requirements.

Wasco County reserves the right to reject for good cause any or all bids, to waive any and all irregularities and informalities not effecting substantial rights, and to award the bid according to the public's best interest.

Dated: June 26, 2012

Arthur Smith, Project Manager

INFORMATION FOR BIDDERS

SECTION I - INFORMATION FOR BIDDERS

1.01 PROJECT INFORMATION

Information pertaining to this project may be obtained from the Wasco County Website under Current News & Events: <http://www.co.wasco.or.us> or by contacting Arthur Smith, Project Manager, Wasco County Public Works, 2705 East 2nd Street, The Dalles, OR 97058, Phone 541-506-2645. arthurs@co.wasco.or.us

1.02 INTERPRETATION OF PROPOSED CONTRACT DOCUMENTS

If any person contemplating submitting a bid for the proposed contract is in doubt as to the true meaning of any part of the plans, specifications, or other proposed contract documents, they may submit to the owner a written request for an interpretation thereof. The person submitting the request will be responsible for its prompt delivery. Any interpretations of the proposed documents will be made only by addendum duly issued and a copy of such addendum will be mailed or delivered to each person receiving a set of such documents. Neither the County, nor any employees or officials of the County, will be responsible for any other explanations of the proposed documents.

1.03 FILLING IN PROPOSAL FORMS

The bidder shall submit his bid on the proposal schedule furnished herein. All blank spaces in the proposal shall be properly filled. If the proposal is made by a partnership, it shall contain the name of each partner and shall be signed in ink in the firm name, followed by the signature of the person signing. If the proposal is made by a corporation, it shall be signed by the name of the corporation followed by the written signature of the officer signing and the printed or typewritten designation of the office he holds in the corporation. The address of the bidder shall be typed or printed on the proposal.

1.04 SUBMISSION OF PROPOSAL

Each bid, intact and bound with the specifications shall be enclosed in a sealed envelope and delivered to the owner as indicated in the official advertisement at the address named in the advertisement. The outside of the envelope shall be plainly marked as follows:

**DUFUR MARKET ROAD PAVING
WASCO COUNTY, OREGON
BID OPENING: 9:30 a.m., Wednesday, July 11, 2012**

All bids must be identified with the bidder's name, address and either Construction Contractors Board or State Landscape Contractors Board license number on the outside of the envelope.

1.05 FIRST-TIER SUBCONTRACTOR DISCLOSURE

By no later than 11:30 a.m., Wednesday, July 11, 2012, all bidders shall disclose the names, addresses, Construction Contractor's Board numbers, if applicable, and value of contract of all first-tier subcontractors that will be furnishing labor or labor and materials on the contract, whose contract value exceeds 5% of the total project or \$15,000, whichever is greater, or any subcontract over \$350,000.

1.06 PREQUALIFICATION OF BIDDERS

Bidders will be required to pre-qualify as to equipment, financial responsibility, experience and ability to furnish bond and insurance. The county accepts certification of current pre-qualification with the Oregon State Highway Commission as meeting pre-qualification requirements.

A pre-qualification application may be submitted at any time. Notwithstanding, an application received less than ten (10) days prior to bid opening for which the applicant has stated his desire to bid may be considered, but action on the application cannot be assured.

Pre-qualification shall be made through the office of the Roadmaster, Wasco County Public Works, 2075 East 2nd Street, The Dalles, Oregon 97058.

1.07 PROPOSAL GUARANTY

A certified check, cash, or bid bond made payable to the County for an amount equal to at least five percent (5%) of the total amount bid shall accompany each bid as evidence of good faith and as a guarantee that, if awarded the contract, the bidder will execute the contract and give performance bond as required. The successful bidder's check or bid bond will be retained until he has entered into a satisfactory contract and furnished a 100% performance bond. The County reserves the right to hold the certified checks, cash, or bid bonds of the three lowest bidders until the successful bidder has entered into a contract and furnished a 100% performance bond.

1.08 MODIFICATION OF PROPOSAL

Modification of proposals already received will be considered only if the request for the privilege of making such modifications is made with the County as indicated in the official advertisement at the address named in the advertisement, and the modification filed prior to the scheduled closing time for receipt of the proposals. No verbal or telephoned modifications will be considered.

1.09 WITHDRAWAL OF PROPOSAL

Any time prior to the scheduled closing time for receipt of proposals, any bidder may withdraw his proposal either personally, or by facsimile or written request, by application to the County as indicated in the official advertisement at the address named in the advertisement. If withdrawal is made personally, proper receipt shall be given.

After the scheduled closing time for the receipt of proposals or before award of contract, no bidder will be allowed to withdraw his proposal unless said award is delayed for a period exceeding thirty (30) days. Any bids received after the scheduled closing time for receipt of bids shall be returned to the bidders unopened.

1.10 OPENING OF PROPOSAL

At the time and place set for the opening and reading of proposals, each bid (except those that may have been withdrawn in accordance with above "Withdrawal of Proposal") received prior to the scheduled closing time for receipt of proposals will be publicly opened and read aloud, irrespective of any irregularities or informalities in such proposals.

1.11 INTERPRETATION OF PROPOSAL

Should there be a discrepancy between the words and figures in the proposal, the words hold. Should there be a discrepancy between unit prices and extensions, total, etc., the unit prices hold.

1.12 REJECTION OF PROPOSALS

The County reserves the right to reject any or all proposals. It also reserves the right to waive any informality in connection with said proposals or bids.

1.13 ACCEPTANCE OF THE PROPOSAL

Within thirty (30) days after the opening of the proposals, the County will act upon them.

The acceptance of a proposal will be a notice in writing by a duly authorized representative of the County, and no other act of the County shall constitute the acceptance of a proposal. The acceptance of a proposal shall bind the successful bidder to furnish liability insurance and a performance bond as required, to execute the contract and be responsible for liquidated damages as provided below.

1.14 PERFORMANCE AND PAYMENT BOND

The successful bidder will be required to file with the County, at the time of execution of the contract, a performance and payment bond in the full amount of the contract price. The bonds shall be furnished by a surety company acceptable to the County and authorized to do business in the State of Oregon.

1.15 PUBLIC WORKS BOND

Before beginning any work on a public works contract, a contractor or subcontractor, unless exempt under ORS 279C.800 to 279C.870, shall submit a \$30,000 Public Works Bond to the Construction Contractors Board for all projects valued greater than \$100,000.

1.16 CERTIFICATES OF INSURANCE

The successful bidder will be required to furnish the County with satisfactory proof of the carriage of insurance in a company acceptable to the County, covering all hazards as follows:

\$1,000,000 for each occurrence involving personal injury; and
\$1,000,000 for each occurrence involving property damage; or
\$2,000,000 single limit policy covering all claims per occurrence.

Coverage shall be by an insurance company authorized to do business in the State of Oregon.

The liability insurance coverage shall include as additional named insured: Wasco County, the County Commission and members thereof, its officers, agents and employees.

1.16 PREVAILING WAGE RATES

This project is subject to the provisions of ORS 279C.800 to 279C.870 and the federal prevailing rate of wage required under the Davis-Bacon Act (40 U.S.C. 3141 et seq.) Not less than the higher of the applicable federal or existing state prevailing wage rates shall be paid to workers in each trade or occupation employed in the performance of the contract either by the contractor or subcontractor or other person doing or contracting to do the whole or any part of the work governed by the contract.

1.17 EXECUTION OF CONTRACT

The successful bidder will be required within ten (10) days after receiving from the County the contract documents, to execute said contract in triplicate and to furnish performance and other required bonds. In lieu of posting the foregoing performance bond, the successful bidder may deposit cash in the full amount of the contract price.

1.18 FAILURE TO EXECUTE CONTRACT

In the event the successful bidder fails to execute the contract or furnish performance bond and insurance as required, within the allotted time after receiving the contract documents, the bid bond or deposit will **BE FORFEITED TO THE COUNTY** as liquidated damages for time delay not to exceed five (5%) percent of the amount of the bid, and the County may then negotiate the contract with the bidder of the next best proposal or re-advertise for bids, or obtain a construction contract by any other lawful means.

1.19 LAWS AND REGULATIONS

The bidder's attention is directed to the fact that all applicable state, county, and local laws and the rules and regulations of all authorities having jurisdiction over construction of the project shall apply to the contract throughout, and they will be deemed to be included in the contract the same as though herein written out in full.

1.20 EXAMINATION OF PLANS, SPECIFICATIONS, SITE, ETC.

Bidders shall examine the plans, specifications, contract form, information for bidders, and other forms, and shall visit the site and satisfy themselves by personal investigation as to the work to be done and all the conditions to be encountered. Failure of a bidder to visit the site or to thoroughly familiarize himself with the labor, equipment, and material required, or the difficult conditions involved, shall not relieve the bidder of his obligation under his bid.

GENERAL PROVISIONS

SECTION II - GENERAL PROVISIONS

2.01 DEFINITIONS

ACCEPTANCE TESTING – Testing of in-place materials and products in their finished state to determine acceptability for payment.

ADDENDUM – A modification to the bid documents issued by the County prior to the opening of the proposal.

AGENCY – The Wasco County Public Works Department, its employees and assigns, representing Wasco County.

ASSURANCE TESTING – Any process control sampling, testing, measurement, and inspection needed to insure that the finished work complies with specifications.

AWARD OF CONTRACT - Written notification to a bidder that their proposal has been accepted by the County and the bidder has been awarded the project subject to the execution of the contract.

BID SCHEDULE - The list of bid items, units of measurement, quantities, and prices included with the proposal or contract.

BIDDER - Any individual or legal entity submitting a proposal.

CHANGE ORDER - A written order, approved by the County, and issued to the contractor, covering changes in the plans, specifications, or quantities within the scope of the contract.

CONTRACT - The agreement between the County and the contractor describing the work to be done and defining the obligations of the County and the contractor.

CONTRACT DOCUMENTS – All documents covering the performance of work and the furnishing of labor, materials and equipment under the contract. The contents of a contract may include but not be limited to the agreement, standard specifications, special provisions, standard drawings, plans, and proposals, method of payment, and performance and payment bond.

CONTRACTOR - Any individual or legal entity which has entered into a construction contract with the County.

COUNTY - Wasco County, a political subdivision of the State of Oregon, acting by and through its Public Works Department.

EQUIPMENT - All machinery, tools, and apparatus necessary for completion of the contract.

EXTRA WORK - Work not provided for in the contract but determined by the County as essential to the completion of the contract. Extra work may be paid for as a price agreement, force account, or change order.

INCIDENTAL WORK - Work necessary for fulfillment of the contract but which is not listed as a pay item in the contract and for which no separate payment will be made.

INVITATION TO BIDDERS - Written public announcement inviting proposals for work to be performed.

INSPECTOR - The authorized representative of the County assigned to inspect and report on contract performance and work.

INSTALL - Assembling, placing, erecting, and/or, constructing complete in place any item, equipment, or material.

MATERIALS - Any substances specified for use in the completion of the project.

NOTICE TO PROCEED - A written notice from the County to the contractor designating the date the contract time is to begin.

PERFORMANCE BOND - The form of security approved by the County, furnished by the contractor and contractor's surety, guaranteeing the complete and faithful performance of all the work and payment of all obligations of the contract.

PLANS - The drawings which show the location, type, dimensions, and details of the work to be done under the contract.

PROPOSAL - A written offer by a proposer on forms furnished by the County to perform the work at the quoted prices.

PROPOSAL GUARANTY - The security furnished with a proposal to assure that the bidder will enter into the contract if the proposal is accepted by the County.

RETAINAGE - The difference between the amount earned by the contractor on a public contract and the amount paid on the contract by the County, unless the context otherwise requires.

RIGHT OF WAY - A general term denoting land or property, or interest therein, designated for public use.

ROAD - The entire right-of-way of any public or private way that provides ingress to or egress from property by means of vehicles or other means, or that provides travel between places by means of vehicles.

ROADMASTER – The head of the Wasco County Public Works, acting either directly or through his authorized representatives.

SPECIAL PROVISIONS - The special directions or requirements identified as special provisions or special specifications, peculiar to the project and modifying the standard specifications.

STANDARD DRAWINGS - The typical details of structures or devices, or other information shown in the standard drawings included with these specifications, as supplemented and modified by the County and referred to in the contract documents.

STANDARD SPECIFICATIONS - The terms, directions, provisions, and requirements of this document, together with all subsequent addenda and supplements.

SUBCONTRACTOR - An individual or legal entity with whom the contractor, with the consent of the County, contracts to perform a portion of the work.

SURETY - The corporate body which is bound with and for the contractor for the acceptable performance of the work and the payment of all obligations of the contract. When applied to the proposal guaranty, surety refers to the corporate body which engages to be responsible for the bidder's execution of a satisfactory contract when and if the bid is accepted by the County.

UTILITY - The tracks, overhead or underground wires, pipelines, conduits, ducts, or other structures owned, operated, or maintained in or across a public right of way or easement.

WORK - The furnishing of labor, materials, equipment, and other incidentals required for the fulfillment of all of the contractor's duties and obligations under the contract.

2.02 SCOPE OF WORK

The product to be supplied under this agreement consists of the furnishing of all labor, equipment, material, supplies, tools, plans, power, fuel, water, insurance and bonds, and performing all work required, in strict accordance with the plans, specifications, and other documents, all of which are by reference made a part hereof, including any detail or other drawings as may be furnished by the County and those required to be furnished by the contractor.

By entering into this agreement, the contractor acknowledges the foregoing and agrees that the terms of the contract agreement are just, legal, and fair.

2.03 PLANS AND SPECIFICATIONS

The plans and specifications are intended to be cooperative and explanatory of each other, and anything shown or called for in one and omitted in the other is as binding as though called for in both. Should there be any discrepancy or misunderstanding concerning anything in either, the decision of the County shall be considered final in every detail, notwithstanding that every item necessarily involved is not particularly mentioned as the construction of this work has been described as much as considered necessary by the plans, specifications, and the different items of the bid. It is the intent and meaning of these plans and specifications that all labor, materials, equipment, tools, insurance, public protection, and every other item, all incidentals and actions required to construct a complete and finished product shall be included and performed by the contractor for the price bid in the proposal, including all other work and material as may seem to have been omitted, but should be furnished to make a completely satisfactory finished job. Wherever special provisions are incorporated in the contract documents or attached to the plans, they take precedence over these general provisions and govern in that particular operation mentioned.

2.04 EXAMINATION OF GROUND

Bidders must examine and judge for themselves as to the location of the proposed work, existing structures and conditions, and the work to be done to supply the product. The plans and other drawings will show conditions as they are or as near to the actual conditions as the existing records and other available information permits. The contractor shall identify to the County any error in plans or difference in conditions. Failure to do so shall make the contractor liable to repair, change, or otherwise correct the work at no expense to the County.

Neither the County nor any of its agents will be liable for any loss sustained by the contractor because of any variance between conditions revealed during the progress of the work.

2.05 CHANGES AND OMISSIONS

The County reserves the right to make any reasonable changes to grade, location, or other part of the improvement to meet unusual conditions.

2.06 EXTRA WORK

Extra work is that which is necessary to make a complete job, and not included in the intent and meaning of the plans and specifications for the particular piece of work to be done.

The contractor shall not be entitled to demand payment for extra work or for any work where there is no bid, unless ordered in writing by the County to do such work, and at a price fixed by him previous to its commencement. Providing no price is fixed, all extra work will be paid for at actual cost of labor and material plus 15%.

2.07 CARE OF PUBLIC OR PRIVATE PROPERTY

The contractor shall, at his own expense, carefully protect from injury adjoining property and structures, utilities, trees, buildings, telephone or light poles, water or gas pipe, conduits, or any other structures, public or private, which are encountered or affected by the work, shall repair any damage done to said works and/or structures, leaving them in as good conditions as they were prior to this interference, and the contractor shall be liable for any damages or claim arising from his interference with the operation, care or maintenance of any such works and/or structures encountered during the progress of the work.

The contractor shall, at his own expense, except as otherwise provided in this contract, carefully replace and repair any damage to sidewalks, curbs, gutters, roadways, paved or graded streets, other private or public access ways, leaving the same in as good condition as they were prior to the commencement of the work.

2.08 INSPECTION

a. **General:** The Contractor shall not begin work on this contract agreement until he has notified the County (at least 48 hours in advance of any work to be done) and an inspector has been placed in charge of the work. The County's duly authorized representative shall at all times have access to all parts of the work and to the shops in which the work is in preparation, for the purpose of inspection, and the contractor shall at all times maintain proper facilities and provide safe access for such inspection. The contractor shall furnish at his own expense such labor as may be required to enable the County to make a thorough inspection and culling of the materials. Any decision made by the County shall be final and binding on all parties to this contract.

b. **Material and Workmanship:** The County shall have the right to reject materials and workmanship that are defective, or to require their correction. Rejected workmanship shall be satisfactorily corrected, and rejected materials shall be removed from the work without charge. If the contractor does not correct such rejected work within a reasonable time, fixed by written notice, the County may correct the same and charge the expense to the contractor. No material of any kind shall be used on any part of this work until inspected or approved by the County and all rejected or condemned material shall be removed from the work at once.

c. **Instructions:** Instructions given by the inspector shall be respected and executed by the contractor, but no inspector shall have the power to waive the obligation of the contractor to furnish good material or to perform sound and reliable work as herein specified; and failure or omission of the inspector to condemn any defective material or work shall not release the contractor of the obligation to at once tear out, remove and properly reconstruct the same at his own cost at any time upon the discovery of the defect, and upon receipt of the notice of the County to do so.

d. **Access to Completed Work:** Should it be considered necessary or advisable by the County at any time before final acceptance of the entire work to make an examination of the work already completed by removing or tearing out any portion thereof, the contractor shall on request promptly furnish all necessary facilities, labor, and materials. If such work is found to be defective in any respect he shall defray all the expense of such examination and of satisfactory reconstruction. If, however, such work is found to meet the requirements of the contract, the additional cost of labor and materials necessarily involved in such examination and replacement, and 15% for overhead and profit, shall be allowed to the contractor.

e. **Rebuilding Work:** Upon the failure of the contractor to reconstruct work rejected by the County within 24 hours after the receipt of written notice, the same may be removed and reconstructed under the direction of the County at the expense of the contractor.

2.09 PARTIAL PAYMENTS AND RETAINED AMOUNTS

At a regular period each month, the County will make an estimate of the amount of work completed and of the value of such completed work. An estimate of the amount and value of acceptable material to be incorporated in the completed work will also be made. The sum of these values will after this be collectively referred to in this subsection as the "value of the completed work." With these estimates as a base, a partial payment will be made to the contractor, which partial payment shall be equal to the value of completed work, less such amounts as may have been previously paid, less such other amounts as may be deductible or as may be owing and due to the County for any cause, and less an amount to be retained in protection of the County's interests.

The amount to be retained in protection of the County's interest is not to include any percentage of the value of force account work, it being understood that partial payments to the contractor are to include the full amounts earned under force account work performed during the period covered by the respective partial payments.

The amount to be retained from any given partial payment will be such that when added to the sum of amounts previously retained will bring the total of amounts retained to an amount equal to 5% of the value of completed work, except that upon substantial completion of the work under the contract which shall be understood to be not less than 97.5% of the work, the County may, at its discretion, reduce the retained amount to an amount equivalent to not less than 200% of the contract value or estimated value, or estimated cost, whichever is greater, of the work remaining to be done.

The amount to be retained in protection of the County's interest as above set forth will be reduced in conformance with the following:

1. If the contractor deposits with the County, or an approved depository, bonds and securities of a value equal to at least 5% of the amount of the contract at the time he signs a contract for the project, no amount will be retained from partial payments.
2. If the contractor deposits bonds and securities with the County, or an approved depository, during the life of the contract, any retained amount will be reduced by an amount equal to the value of the bonds and securities. This reduction in retainage will be made in the partial payment subsequent to the time the contractor deposits the bonds and securities with the county.
3. The value of the bonds and securities will be periodically determined by the County and the amount retained on partial payments will be adjusted accordingly.

The bonds and securities deposited by the contractor shall be of a kind approved by the state treasurer and including, but not limited to the following:

1. Bills, certificates, notes or bonds of the United States
2. Other obligations of the United States or its agencies
3. Obligations of any corporation wholly owned by the Federal Government
4. Indebtedness of the Federal National Mortgage Association
5. Time certificates of deposit issued by an Oregon bank
6. Corporation bonds rated A or better by a recognized rating service

At the time the determination that all requirements for the protection of the County's interest have been fulfilled all bonds and securities deposited with the county as above provided will be returned to the contractor.

If the amount due the contractor under the estimate for any given month is less than \$500.00, no payment will be made for that month.

Partial payments shall not be construed as an acceptance or approval of any part of the work covered thereby, and they shall in no manner relieve the contractor of responsibility for defective workmanship or material.

The estimates upon which partial payments are based are not represented to be accurate estimates, and all quantities shown herein are subject to correction in the final estimate. If the contractor uses such estimates as a basis for making payments to subcontractors, he does so at his own risk, and he shall bear all losses that may result.

2.10 FINAL PAYMENT

Within thirty (30) days after satisfactory completion of the project to the satisfaction of the County, the contractor shall submit a satisfactory release of liens against the project by all persons who furnished labor or material for the project, in order to receive final payment for the work. The acceptance of final payment by the contractor constitutes his full waiver of claims against the owner under this contract.

2.11 TERMINATION OF CONTRACT

In the event that the contract is terminated as provided therein, then the County may take over the work under the contract and prosecute the same to completion by contract or by any other method it may deem advisable, for the account and at the expense of the contractor, and his surety shall be liable to the County for any excess cost or other damages occasioned the owner thereby, and in such events, the County may, without liability for so doing, take possession of and use in completing the contract, such materials, appliances, plant, and other property belonging to the contractor as may be on the site of the project and necessary therefor.

The foregoing provisions are in addition to, and not in limitation of, any other rights or remedies available to the County.

2.12 COUNTY'S RIGHT TO WITHHOLD CERTAIN AMOUNTS AND MAKE APPLICATION THEREOF

In addition to the amount that the County may otherwise retain under this contract, the County may also withhold a sufficient amount or amounts of any payment or payments otherwise due to the contractor, as in its judgment may be necessary to cover defective work not remedied.

2.13 ASSIGNMENT OF CONTRACT

Neither party to the contract shall assign the contract nor sublet it as a whole without the written consent of the other, nor shall the contractor assign any moneys due or to become due to him hereunder without the previous written consent of the County.

2.14 SUBCONTRACTORS

Specialty subcontractors shall be used for the performance of such parts of the work under this contract as, under normal contract practices, are performed by specialty subcontractors, unless the County determines that the contractor has heretofore customarily performed such specialty work with his own organization and is equipped to do so, or unless the County determines that performance of the specialty work by specialty subcontractors will result in increasing costs or inordinate delays.

The County's consent to, or approval of, any subcontract under this contract shall not in any way relieve the General Contractor of his obligations under this contract and no such consent or approval shall be deemed to waive any provision of this contract. The contractor shall bind the subcontractor to the terms and conditions of the contract documents insofar as the terms thereof may control the work included in this subcontract.

No award of a subcontract to any subcontractor who, in the judgment of the County, is incompetent or unfit, will be approved.

2.15 TESTS AND MATERIALS

The County shall have the right to inspect and test all material used on the project. As a yardstick for such inspection and testing, when not otherwise provided for in the contract documents, the owner will use the Standard and Tentative Standards of the American Society for Testing Materials (ASTM), or the standards as promulgated by the American Association of State Highway Officials (AASHTO). The County shall have the right to repeat such inspections and tests as frequently as may be necessary to insure the rejection of all materials that fail to comply with the aforesaid yardstick. The cost of any inspections and test of materials made by or at the request of the County will be borne by the County.

In all cases not specifically covered in the specifications, materials furnished by the contractor shall be of the highest-grade commercial material or product. Any and all materials shall be of new, unused stock, free from excessive rust or scale or other objectionable defects. Substitution of size of sections and materials for that shown on the drawings or required in the specifications shall not be made except on written approval of the County, and provided that no additional cost to the County will result from the substitution.

2.16 SUPERINTENDENCE

The contractor shall provide at all times during the progress of the work, competent and necessary supervision. During the contractor's absence, the contractor shall have a competent representative on the work at all times authorized to receive and execute orders of the County. Orders for changes in the work will not be valid unless confirmed in writing to the contractor.

2.17 GENERAL GUARANTEE

Neither the final certificate of payment nor any provision in the contract nor partial or entire use of occupancy of the premises by the County shall constitute an acceptance of work not done in accordance with the contract or relieve the contractor of liability in respect to any express warranties or responsibility for faulty materials or workmanship. The contractor shall remedy any defects in the work and pay for any damage to other work resulting from this appearing within a period of one (1) year from the date of final acceptance of the work.

2.18 PATENTS

The contractor shall hold and save harmless the County, its agents and employees from liability of any nature or kind, including all costs and legal expenses, for or on account of any patented or un-patented invention, process, article, or appliance, manufactured for or used in the performance of the contract, including its use unless otherwise specifically stipulated in the contract.

2.19 MATERIALS, SERVICES, AND FACILITIES

It is understood that except as otherwise specifically stated in the contract, the contractor shall provide and pay for all materials, labor, tools, paint, equipment, superintendence, temporary construction of every nature, and all other services and facilities of every nature, necessary to execute and complete the contract within the specified time.

2.20 WARRANTY OF TITLE

No material, supplies, or equipment for the work under this contract shall be purchased subject to any chattel mortgage or under a conditional sale or other agreement by which an interest therein or in any part thereof is retained by the seller or supplier. The contractor warrants good title to all materials, supplies, and equipment installed or incorporated in the work and agrees upon completion of all work to deliver the premises, together with all improvements and appurtenances constructed or placed thereon by him, to the County free from any claims, liens, or charges, and further agrees that neither he nor any person, firm or corporation furnishing any materials or labor for any work covered by this contract shall have any right to a lien upon the premises or any improvements or appurtenances thereon. The provisions of this article shall be inserted in all subcontracts and material contracts and notice of its provisions shall be given to all persons furnishing materials.

2.21 CARE OF WORK

The contractor shall be responsible for all damages to persons or properties that occur in connection with the prosecution of the contract, and shall be responsible for the proper care and protection of all materials delivered and work performed until completion and final acceptance by the County.

The contractor shall provide such heat, covering, and enclosures as are necessary to protect all work and materials against damage by weather conditions.

In an emergency affecting the safety of life or property, including adjoining property, the contractor, without special instructions or authorization from the County, is authorized to act at his discretion to prevent such threatened loss or injury, and he shall so act, if instructed to do so by the County.

2.22 HOLD HARMLESS

The contractor shall hold and save harmless the County, its agents, and employees from liability of any nature or kind, including all costs and legal expenses, for or on account of any act, process or action by the contractor, or lack of the same, to provide adequate protection during the performance of the contract.

2.23 INSURANCE

All insurance required to be carried under this contract shall be written with such a company as may be acceptable to the attorney for the County. Satisfactory certificates of said insurance shall be filed with the County in triplicate prior to the commencement of operations by the contractor.

Public Liability and Property Damage Insurance. The contractor shall take out and maintain during the life of his contract such public liability and property damage insurance as shall protect him and any subcontractor performing work covered by this contract from claims for damages for personal injury or property damage that may arise from operations under this contract, whether such operations are by himself or by any subcontractor or by anyone directly or indirectly employed by either of them, and the amounts of such insurance shall be public liability and property damage in the amounts stipulated in Paragraph 1.16 of the Information for Bidders. Coverage shall be by an insurance company authorized to do business in the State of Oregon.

Cancellation. The policy or certificate of insurance shall include a statement that the amount of the insurance shall not be subject to cancellation or reduction until the County has received written notice then (10) days in advance of the date of cancellation.

In addition to such insurance that is required under this contract, the contractor shall provide adequate workmen's compensation insurance for all employees employed under this contract on the project who may come within the protection of workmen's compensation laws, and shall provide, where practicable, employers' general liability insurance for the benefit of his employees not protected by such compensation laws, and proof of such insurance shall be given to the County.

2.24 ACCIDENT PREVENTION

Precaution shall be exercised at all times for the protection of persons (including employees) and property, and hazardous conditions shall be guarded against or eliminated.

The contractor shall erect and maintain sufficient guards, barricades and flares, at all unsafe places at or near the work, and shall in all cases maintain safe passageways at all road crossings, highways, driveways, crosswalks, existing stands, street intersections, etc. The contractor shall comply with all pertinent provisions of the "Manual of Accident Prevention in Construction," prepared by the Associated General Contractors of America, and shall comply with city, county and state codes to the extent that they are applicable.

2.25 SANITATION

The County may establish sanitary and policy rules and regulations for all persons employed under this contract, and if the contractor fails to enforce these rules, the County may enforce them at the expense of the contractor. Buildings for the sanitary necessities of all persons employed shall be constructed and maintained by the contractor in the number, manner, and places approved or ordered by the County. The sanitation laws of the state and any applicable city or county laws or ordinances shall be complied with.

2.26 QUALIFICATIONS FOR EMPLOYMENT

Preference shall be given to qualified local residents in the employment of laborers and mechanics for work on the project under this contract. No person whose age or physical condition is such as to make his employment dangerous to his health or safety or to the health or safety of others shall be employed on the project under this contract, provided that this shall not operate against the employment of physically handicapped persons, otherwise employable, where such persons may be safely assigned to work which they can ably perform. No person currently serving sentence in a penal or correctional institution and no inmate of an institution for mental defectives shall be employed on the project under this contract.

2.27 DECISION OF COUNTY COMMISSIONERS FINAL

Any question of difference of controversies that may arise between the County and the contractor with reference to the performance or nonperformance of the work, or with reference to delays or penalties or relating to plans, profile specifications, or technical sufficiency of material furnished, or the work done under his contract shall be referred to the County Commissioners whose decision shall be final and binding on both parties.

The County Commissioners shall have authority to stop work whenever such stoppage may be necessary to insure the proper execution of the contract.

2.28 CLAIMS FOR DAMAGES AND EXTENSIONS OF TIME

The contractor will not be entitled to any claim for damages because of hindrances or delays but he will not be charged with liquidated damages because of any delays in the completion of the work due to unforeseeable causes beyond his control and without his fault or negligence, including but not restricted to acts of God, or of the public enemy, acts of another contractor in the performance of a contract with the owner, floods, epidemics, quarantine restrictions, strikes, freight embargoes, and unusually severe weather or delays of subcontractors due to such causes, provided that the contractor shall give notice in writing of the causes of any such act, hindrance or delay within ten (10) days after its occurrence.

2.29 CLEANING UP

From time to time or as may be ordered by the County, and in any event, immediately after completion of the work, the contractor shall at his own expense, clean up and remove all refuse and unused materials of any kind resulting from the work, and upon failure to do so within twenty-four (24) hours after having been notified by the County, the work may be done by the County and the cost thereof charged to the contractor. The contractor shall remove all equipment provided for the work, leave the structures and premises in a neat and clean condition, and perform all clean up and washing required to complete the work in a competent manner ready for use.

2.30 ORDER OF EXECUTING WORK

The contractor shall commence work at such points as the County may direct and shall conform to his directions as to the time and order in which various parts of the work shall be done.

2.31 NOTICE AND SERVICE THEREOF

Any notice from one party to the other under the contract shall be in writing and shall be dated and signed by the party giving such notice or by a duly authorized representative of such party.

2.32 APPROVED EQUALS

Whenever a material or article required is specified or shown on the plans by using the name of the proprietary product or of a particular manufacturer or vendor, any material or article that will perform adequately the duties imposed by the general design will be considered equal and satisfactory providing the material or article so proposed is of equal substance and function in the County's opinion. It shall not be purchased or installed without written approval.

SPECIAL PROVISIONS

SECTION III – SPECIAL PROVISIONS

3.01 APPLICABLE SPECIFICATIONS

Except as otherwise provided in these Special Provisions, the Standard Specifications which are applicable to work on this project are the 2008 edition of the “Oregon Standard Specifications for Construction”.

3.02 WORK TO BE DONE

The work to be done under this contract consists of the following on Dufur Market Road near Dufur, Oregon:

1. Implement temporary traffic control.
2. Placement of approximately 6,000 tons of Level 2, 1/2 inch dense, minor hot mixed asphalt concrete pavement (MHMAC).
3. Perform additional and incidental work as called for by the Specifications and Plans.

3.02 SITES OF WORK

The work to be performed for this project is located on the following two (2) sections on Dufur Market Road:

“Refrigerator Hill” – This is approximately a 2.00 mile section of roadway: MP 2.30 to MP 4.30, beginning 0.5 miles westerly of the intersection with Rail Hollow Road. Township 1 South, Range 13 East, Section 33. (See site work map)

“Wolf Run” – This is approximately a 1.55 mile section of roadway: MP 8.30 to MP 9.85, beginning 0.2 miles westerly of the intersection with Wolf Run Road. Township 2 South, Range 12 East, Section 3. (See site work map)

The County is requiring that the “Wolf Run” section be completely paved first and then work can begin on the “Refrigerator Hill” section.

3.03 TIME OF COMPLETION

Due to the significant agricultural work and seasonal truck traffic on Dufur Market Road, it is Wasco County’s intent to award the contract and proceed with this project after the completion of the summer wheat harvest. The County anticipates that the paving work will take place sometime after the first two weeks of August and all work needs to be completed by September 28th, 2012.

3.04 PRECONSTRUCTION CONFERENCE

The contractor shall meet with the County for a preconstruction conference at a time mutually agreed upon. At this conference, the contractor shall submit to the County a preliminary schedule showing their proposed order of work and indicating anticipated beginning time and completion time.

When substantial changes in the schedule become necessary or are planned by the contractor, a revised or supplemental schedule shall be submitted to the County.

3.05 MINOR HOT MIXED ASPHALT CONCRETE (MHMAC) PAVEMENT

The pavement to be placed shall be a hot plant mixed, uniformly coated mixture of asphalt cement, graded aggregate and additives as required. The pavement shall be a standard commercial grade pavement equivalent to a Level 2, 1/2 inch dense mix, with no more than 30% Reclaimed Asphalt Pavement (RAP) allowed.

Contractors shall provide a Job Mix Formula (JMF) for their proposed pavement. The JMF shall be approved for use by Wasco County.

Placement of the pavement will require a paving machine of sufficient size to lay down material in consistent and uniform panels. Paving work may begin only when the surface temperature in the shade is not less than 50 degrees Fahrenheit, the work site is clean and dry, and the existing pavement surface has been tacked.

The finished compacted thickness of the pavement shall be no less than 2-inches. The finished paved surface shall have an even, smooth edge from the edge of the pavement to the crown, with even, straight "screed" panel edges.

The "Refrigerator Hill" section is nominally 30-foot wide and shall be paved in two 12-foot panels. Paving for the outside 3-feet shall be tapered from 2-inches to 0 at the shoulder.

The "Wolf Run" section is nominally 22-foot wide and shall be paved in two 11-foot panels.

Immediately after the pavement has been spread, struck off, and surface irregularities and other defects remedied, it shall be rolled uniformly until compacted to a minimum density of 91%. Perform finish rolling and continue until all roller marks are eliminated.

3.06 EMULSIFIED ASPHALT TACK COAT

Tack oil shall be compatible with the pavement mix and shall be sufficient to cover the entire roadway surface to be overlaid. The contractor will provide an asphalt distributor designed, equipped and operated so the tack material may be applied uniformly at even heat. The distributor shall be capable of applying the tack material on variable surface widths, at readily determined and controlled rates and with uniform pressure.

Immediately before applying the tack coat, the surface to be tacked shall be clean and dry. Apply the tack coat only when the surface temperature in the shade is not less than 50 degrees Fahrenheit. Do not place pavement until the tack coat breaks.

3.07 TRAFFIC CONTROL

This work consists of providing all temporary signs, barricades, cones, flaggers, pilot cars and any other such traffic control required to warn, safeguard, protect, guide and inform the public and workmen during the life of this contract. All equipment, signage, and flaggers shall be operated and maintained in accordance with the most current edition of the Manual on Uniform Traffic Control Devices (MUTCD).

The contractor shall submit to the County, a detailed Traffic Control Plan. The Traffic Control Plan shall be approved prior to performing any work.

The contractor shall conduct the work at all times in such a manner and in such sequence as will insure the least interference with traffic and adjacent land usage. He shall not open up work to the prejudice of work already started, and the County may require the contractor to finish a portion or unit of the project on which work is in progress or to finish a construction operation thereon before work is started on an additional portion or unit of the project.

3.08 TESTING AND ACCEPTANCE

The County may choose to perform a minimum of one asphalt content, gradation, mix moisture and Maximum Specific Gravity test per day. Testing will be at the County's expense. When requested, the contractor shall obtain samples according to appropriate procedures and under the observation of the County. Testing may be waived upon visual acceptance inspection by the County. If at any time the pavement is considered suspect, the County may test to verify that the pavement is within the tolerances of the approved Job Mix Formula.

3.09 MEASUREMENT AND PAYMENT

Pavement will be measured and paid for on a ton basis to the nearest .01 ton. All pavement used; including work for approaches, driveways, aprons or other miscellaneous structures will be included. Each load of pavement shall be weighed on vehicle scales and the load ticket shall be delivered to the County.

Payment for the pavement shall include all work necessary to produce, deliver, spread, compact and finish, and shall include mobilization, incidental labor, equipment and materials, including tack oil.

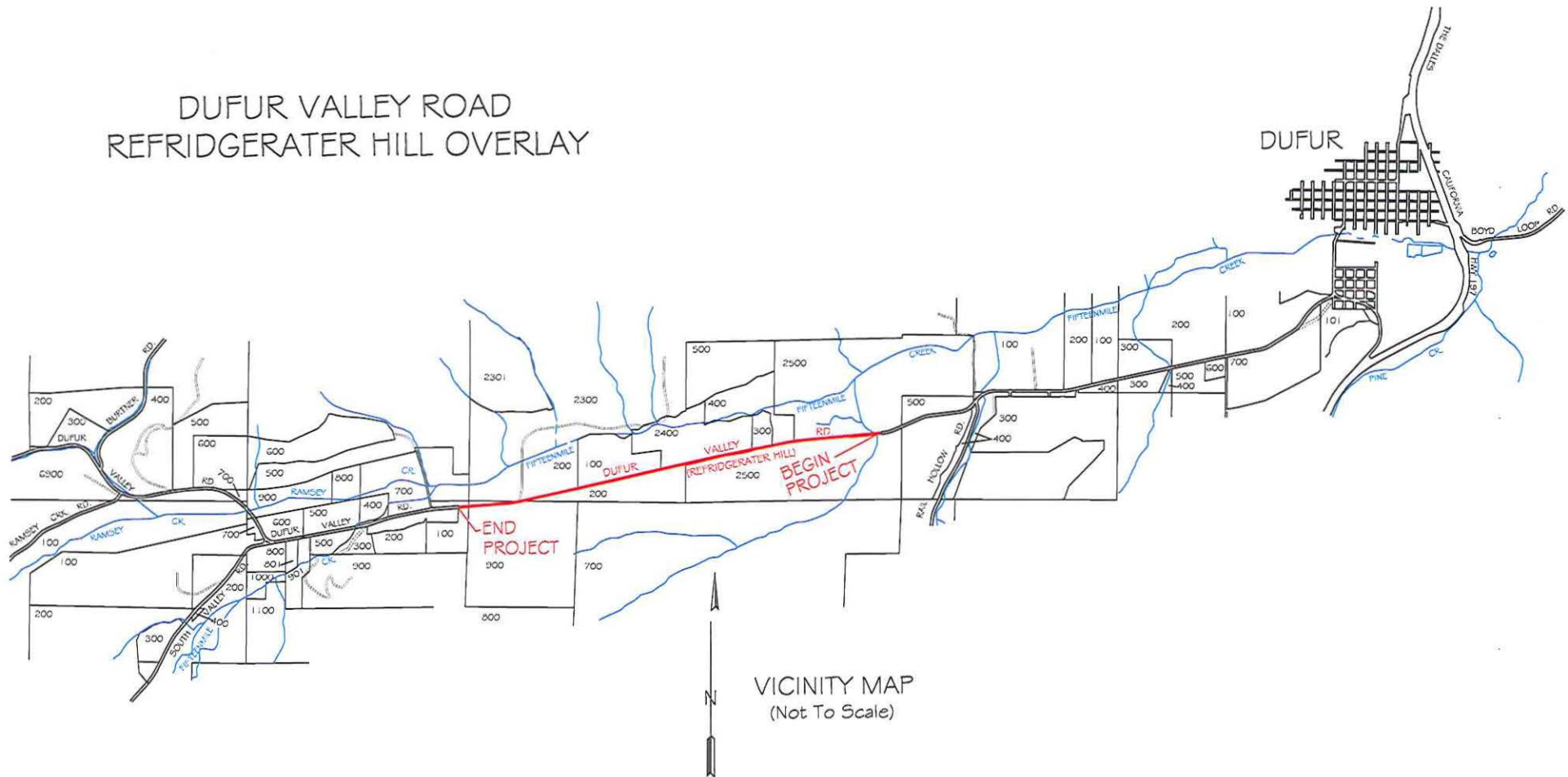
Payment for Traffic Control will be on a lump sum basis.

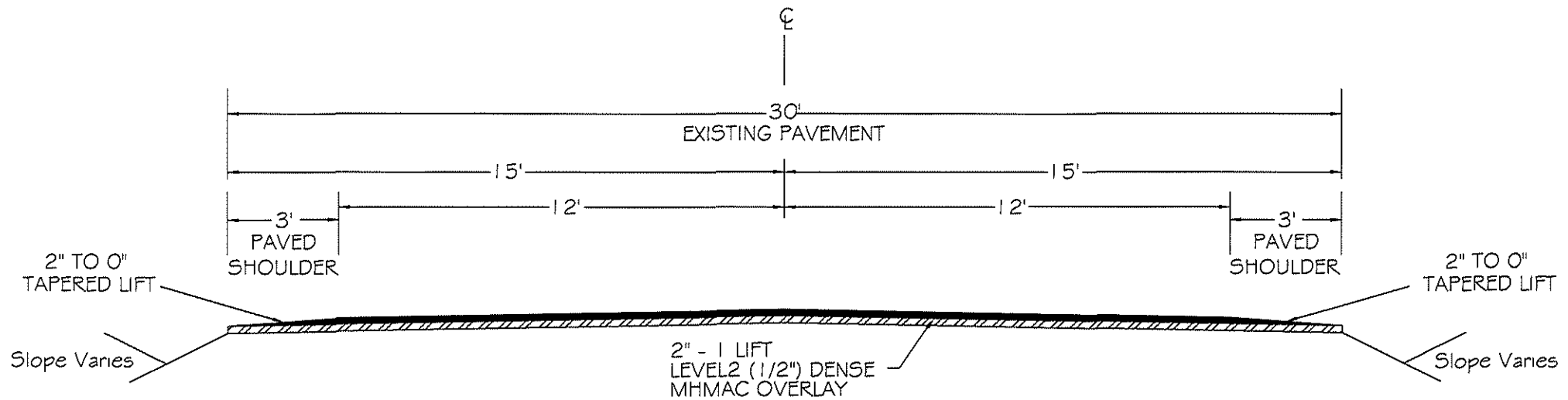
3.10 UTILITIES

Any arrangements for removing, relocation, or adjusting of utilities on this project will be the responsibility of Wasco County. The contractor shall contact the County for information regarding these arrangements.

At all times, the contractor shall protect from damage or disturbance any and all utilities within the public right-of-way.

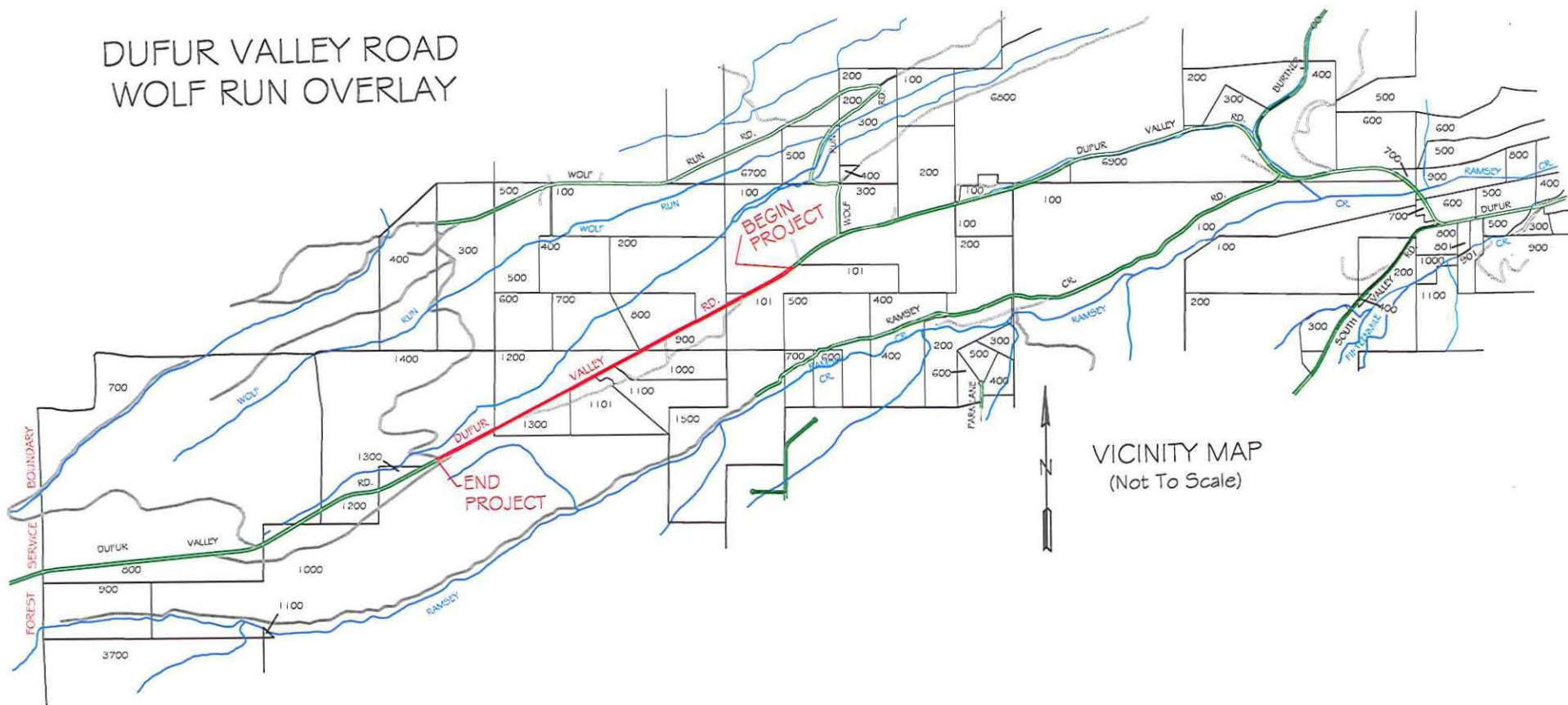
DUFUR VALLEY ROAD REFRIDGERATER HILL OVERLAY

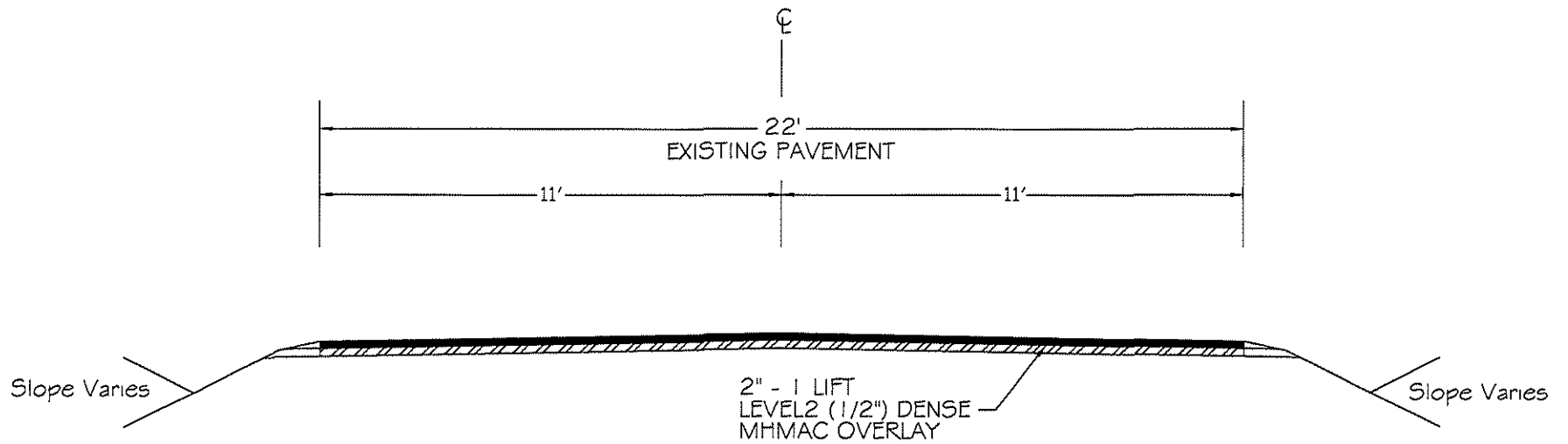




DUFUR MARKET ROAD
"REFRIGERATOR HILL" SECTION

DUFUR VALLEY ROAD WOLF RUN OVERLAY





DUFUR MARKET ROAD
"WOLF RUN" SECTION

PROPOSAL
FOR
DUFUR MARKET ROAD PAVING

July 11, 2012

It shall be assumed that all companies submitting bids have checked all plans and specifications and are thoroughly familiar with the work to be performed, the materials and equipment to be furnished, and the conditions that exist.

All work shall be performed according to good engineering and construction standards, all to the satisfaction of Wasco County for the following prices:

BID SCHEDULE

<u>Item Description</u>	<u>Bid Unit</u>	<u>Quantity</u>	<u>Unit Price</u>	<u>Total</u>
Level 2, 1/2 Inch Dense MHMAC Mixture	Ton	6000	\$ _____	\$ _____
Traffic Control	Lump Sum	All	\$ _____	\$ _____
TOTAL AMOUNT OF BID:			\$ _____	

Under the provisions of ORS 279A.120 we _____ (are, are not) a resident bidder.

I/We acknowledge ORS 279C.800 to 279C.870 and the Davis-Bacon Act (40 U.S.C. 3141 et seq.) and will abide by them in our contract as a provision thereof.

I/We are registered with the Construction Contractors Board and/or licensed by the State Landscape Contractors Board.

I/We have not discriminated against minority, women or emerging small business enterprises in obtaining any required subcontracts. (ORS 279A.110)

It is understood that Wasco County reserves the right to reject any and all bids, to waive any and all irregularities and informalities not affecting substantial rights, and to award the bid according to the public's best interests.

Accompanying this proposal is a _____, (proposal bond, cashiers or certified check), in the amount of _____ dollars, which amount is not less than 5% of the total amount of the proposal.

Respectfully submitted:

Contractor / Company Name

Signature

Date

Print Name

Title

Address

Phone Number

Fax Number

Contractors Board Number

FIRST-TIER SUBCONTRACTOR DISCLOSURE FORM

Project Name _____

Highway _____

County _____

Bid Opening Date _____

Name of Bidding Contractor _____

☐ CHECK THIS BOX IF YOU WILL NOT BE USING ANY FIRST-TIER SUBCONTRACTORS OR IF YOU ARE NOT SUBJECT TO THE DISCLOSURE REQUIREMENTS (SEE INSTRUCTIONS).

FIRST-TIER SUBCONTRACTORS

Firm Name	Dollar Amount
Category of Work	

Firm Name	Dollar Amount
Category of Work	

Firm Name	Dollar Amount
Category of Work	

Firm Name	Dollar Amount
Category of Work	

Firm Name	Dollar Amount
Category of Work	

Firm Name	Dollar Amount
Category of Work	

Firm Name	Dollar Amount
Category of Work	

Firm Name	Dollar Amount
Category of Work	

(Attach additional sheets as necessary)

FIRST-TIER SUBCONTRACTOR DISCLOSURE FORM INSTRUCTIONS

Instructions for Submitting Form

Submit the First-Tier Subcontractor Disclosure form in any of the following manners:

- With the bid.
- Not later than two working hours after the time set for opening bids. (For example, by 11:00 a.m. after a 9:00 a.m. bid opening.) Submit as follows:
 - Remove the form from the bid booklet and deliver it to ODOT Procurement Office - Construction, 455 Airport Road SE, Building K, Salem, Oregon 97301-5348, or fax it to 503-986-6910
 - Obtain and the electronic version of the form from ODOT's web site at:

http://www.oregon.gov/ODOT/CS/CONSTRUCTION/docs/Forms/Sub_Con_Form.shtml#Instructions

and either fill it in and fax it to the above telephone number or submit it electronically by following the instructions on the web site.

The Department is not responsible for partial, failed, illegible, or partially legible FAX transmissions or electronic submissions.

Instructions for First-Tier Subcontractor Disclosure

When the contract value for a public improvement is greater than \$100,000 bidders are required to disclose information about first-tier subcontractors that will furnish labor or labor and materials (See ORS 279C.370). Specifically, when the contract amount of a first-tier subcontractor is greater than or equal to: (1) 5% of the total project bid, but at least \$15,000, or (2) \$350,000 regardless of the percentage of the total project bid, you must disclose the following information about that subcontractor not later than two working hours after the time set for opening bids:

- The name of the subcontractor
- The category of work that the subcontractor will be performing
- The dollar amount of the subcontract

If your bid is greater than \$100,000 and you will not be using any first-tier subcontractors, you are still required to submit the form, with the appropriate box checked or enter "NONE" on the first line.

If your bid is greater than \$100,000 and you are not subject to the above disclosure requirements, you are still required to submit the form, with the appropriate box checked or enter "NONE" on the first line.

THE AGENCY MUST REJECT BIDS if the bidder fails to submit the disclosure form with this information by the stated deadline.

To determine disclosure requirements, the Agency recommends that you disclose subcontract information for any subcontractor as follows:

- 1) Determine the lowest possible prime contract price. That will be the base bid amount less all alternate deductive bid amounts (exclusive of any options that can only be exercised after bid award).
- 2) Provide the required disclosure information for any first-tier subcontractor whose potential contract services are greater than or equal to: (1) 5% of the lowest contract price, but at least \$15,000, or (2) \$350,000 regardless of the percentage. Total all possible work for each subcontractor in making this determination, (for example, if a subcontractor will provide \$15,000 worth of services on the base bid and \$40,000 on an additive alternate, then the potential amount of the subcontractor's services is \$55,000. Assuming that \$55,000 exceeds 5% of the lowest contract price, provide the disclosure for both the \$15,000 services and the \$40,000 services).

CONTRACT AGREEMENT

THIS CONTRACT AGREEMENT made and entered into this _____ day of _____, 2012, by and between _____ hereinafter called Contractor and Wasco County, a Municipal Corporation and political subdivision of the State of Oregon, hereinafter called County.

WITNESSETH THAT:

WHEREAS, Pursuant to the invitation of the County, the Contractor did in accordance therewith, file with the County a proposal containing an offer which was invited by said County; and

That the applicable specifications bound herewith, and the proposal bound herewith are hereby specifically referred to and by reference made a part hereof, and shall by such reference have the same force and effect as though all of the same were fully written or inserted herein.

That the Contractor shall faithfully complete and perform all of the obligations of this Contract Agreement, and in particular shall promptly, as due, make payments of all just debts, demands and obligations incurred in the performance of this Agreement; and shall not permit any lien or claim to be filed or prosecuted against the County or the Wasco County Commission. This agreement shall be binding upon the heirs, executors, administrators, successors and assigns of the Contractor. It is expressly understood that this Agreement in all things shall be governed by the laws of the State of Oregon.

In consideration of the faithful performance of all of the obligations, both general and special, herein set out, and in consideration of the faithful performance of the work set forth in this Contract Agreement, the applicable specifications, and the proposal which are a part hereof, the County agrees to pay said Contractor the amounts earned, as determined from the actual quantities of work performed and the prices and other bases of payment specified.

IN WITNESS WHEREOF, said Contractor and said County have caused this agreement to be executed on the date and year first above written.

CONTRACTOR: _____

Authorized Representative (print)

Authorized Representative (sign)

WASCO COUNTY COMMISSION:

Rod Runyon, Board Chair

Scott Hege, Commissioner

Sherry Holliday, Commissioner

APPROVED AS TO FORM:

Eric Nisley,
District Attorney for Wasco County

PREFACE

Minimum Wage Requirements – This Project is subject to both federal and State prevailing wage rate requirements. Not less than the higher of the applicable federal or existing State prevailing wage rates shall be paid to workers. The applicable federal prevailing wage rates and the existing State prevailing wage rates last published prior to the time of Bid Opening apply to this Project.

Applicable Wages – Prevailing wage rates published in the following wage determinations and any applicable modifications or amendments apply to this Project and are incorporated into this Project by reference:

1) U.S. Department of Labor, “General Wage Determinations Issued under the Davis-Bacon and Related Acts: Oregon Highway Construction Projects”, available at the following internet links:

http://www.oregon.gov/odot/hwy/specs/wages.shtml#Davis_Bacon_2012_Projects

<http://www.wdol.gov/dba.aspx#0>

2) Oregon Bureau of Labor and Industries (BOLI), “Prevailing Wage Rates for Public Works Contracts in Oregon”, available at the following internet link:

http://www.oregon.gov/BOLI/WHDPWR/July2012_Index.shtml



Project Wage Rates

*General Wage Determinations Issued
under the Davis-Bacon Acts:
Oregon Highway Construction Projects*

and

*Prevailing Wage Rates for
Public Works Contracts in Oregon*





GENERAL WAGE DETERMINATIONS

Issued under the

Davis - Bacon

Acts:

Oregon

HIGHWAY CONSTRUCTION

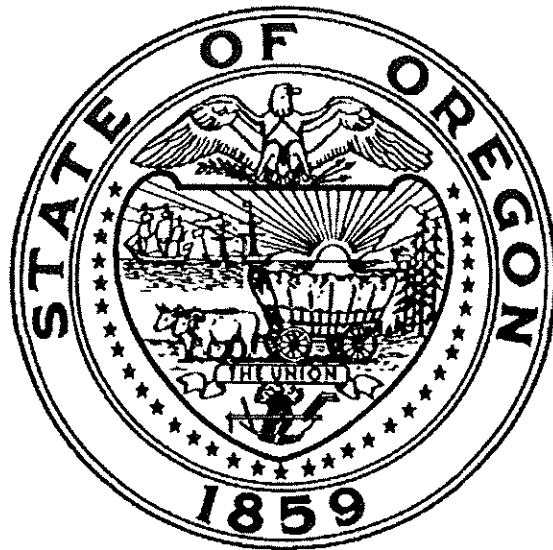
Projects



PREVAILING WAGE RATES

for

Public Works Contracts in Oregon



OREGON BUREAU OF LABOR AND INDUSTRIES

**Brad Avakian
Commissioner
Bureau of Labor and Industries**

Effective: July 1, 2012

Agenda Item
Area Agency on Aging

- [Memo from Scott McKay](#)

REQUEST OF THE WASCO COUNTY BOARD OF COUNTY COMMISSIONERS

Presented by Scott McKay

On July 11, 2012

In order to improve the delivery of services to older adults in Wasco County through community based organizations, I request that the Wasco County Board of County Commissioners ask the Oregon State Unit on Aging to thoughtfully and thoroughly examine the validity of transferring the management of the Area Agency on Aging (AAA) from the Mid-Columbia Council of Governments to another managing entity for the following reasons:

- 1) The MCCOG manages very well several government funded programs including Workforce Development, Transportation, and Building Codes but does not have the experience or organizational culture to manage a program whose purpose is to build capacity within communities that will support older adults,
- 2) MCCOG's organizational structure is too burdened with administrative and overhead costs at a time when there is a need to do more with less,
- 3) Because of a lack of expertise, focus and direction within the Area Agency on Aging, the services for older adults are not being adequately provided.

At this time I am not asking the Wasco County BOCC to make a decision to relocate the AAA, but to initiate the process of examining whether the Mid-Columbia Council of Governments is the most efficient and effective organization to manage the AAA in order to best support older adults in Wasco County.