



WASCO COUNTY BOARD OF COMMISSIONERS
REGULAR SESSION
August 1, 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, beginning the session with the Pledge of Allegiance. No department heads or members of the public wished to be heard outside of the scheduled items.

The third amendment to the Burlington Northern Sante Fe Lease was added to the Discussion List.

Discussion Item – Mentor for Success Contract

Christa Rude, Wasco County Commission on Children and Families Administrator, explained that mentoring is one of the strategies for supporting students in school engagement. The Student Success through Truancy Reduction Initiative, funded through Juvenile Crime Prevention dollars, is forging this partnership with Mentor for Success in order to facilitate the connections between at-risk youth and mentors. Although Big Brothers/Big Sisters functions well in our community, its program only supports mentorship through age fourteen. This program will fill the need for mentors for high school aged children.

The contract will not require matching County funds. Powerhouse is their current fiscal agent, but they are looking for a more local solution. It is a regional program based in Hood River. The funds allocated by this contract will be spent in Wasco County. Mentors are volunteers who submit to background checks and receive seven hours of training. Volunteers spend at least ten hours per month with their match and provide reports to Mentor for Success. More information is available at their website: www.mentor4success.org.

{{{Commissioner Holliday moved to approve the Mentor for Success Contract. Commissioner Hege seconded the motion which passed unanimously.}}}

Discussion Item – Youth Think Challenge Day Contract

Debby Jones, Prevention Coordinator, explained that the contract was over the limit for internal approval and therefore needed to come before the Board. It is a program they have been running in The Dalles each fall for the last six years in the ninth grade. As a result of research, they will be targeting the eighth grade this year.

Ms. Jones described the program as seven hours of training involving one-hundred students and twenty-five adults who come together in a safe environment to break down communication barriers and identify specific causes for risky behavior. All students and adults attend voluntarily; students' parents have the opportunity to opt out for their child. The event is followed-up with support from school counselors and other professionals. The event is held in Maupin and Dufur every four years and encompasses the entire school.

Commissioner Hege pointed out the high cost of the program, which is California-based, and asked if there wasn't a way to do it more locally. Ms. Jones responded that they had looked into that possibility but that local leadership has not been comfortable taking on that role. Ms. Rude added that moving a room of teenagers effectively requires a lot of training and experience that the Challenge Day organization is able to offer.

{{{Commissioner Hege moved to approve the Agreement for Challenge Day Program. Commissioner Holliday seconded the motion which passed unanimously.}}}

Discussion Item – Wasco County Representative to the Columbia Gorge Health Council

Commissioner Hege explained that by August 15th, Wasco County needs to appoint someone as their representative to the Council. Mr. Stone added that this council, which will include a representative from Pacific Source, will be working on the design and development of the Coordinated Care Organization for our region.

After a brief discussion, the Board determined that it would be best to appoint someone at this session rather than postponing to the next session which is

scheduled for the fifteenth. Mr. Stone pointed out options such as delegating the County vote to Public Health or Behavioral Health, or selecting an individual to represent the County. Some of the obvious candidates for the appointment would be Mr. Stone or Commissioner Hege who have been involved with process from the beginning. In addition, Molly Rogers, Youth Services Director, has expressed her willingness to serve as she has a County view and a relationship with most of the County stakeholders. Ms. Rogers added that her recommendation to the Board would be to select someone who will represent Wasco County without regional ties or a fiscal relationship with the CCO.

Commissioner Runyon suggested a committee which could serve to keep the appointed representative informed. Commissioner Hege stated that the two elements most affected will be public and behavioral health which are represented by the Public Health District and Mid-Columbia Center for Living. Ms. Rogers agreed that it would be important for the representative to maintain a dialogue with Mr. Stone and Commissioner Hege as well as other County Stakeholders.

Further discussion ensued regarding the existence of the Consumer Advisory Committee and the Clinical Advisory Committee which will also give voice to public and behavioral health regarding what services will be provided and how they will be delivered. Commissioner Hege emphasized the role of the CGHC would be to create policy; they will not be involved in creating contracts or setting rates.

The Board suspended the discussion to attend to scheduled agenda items.

Chair Runyon called a recess at 9:30 a.m.

Session reconvened at 9:33

Agenda Item – Dufur Valley Road Paving Project Bid Opening

Marty Matherly, Public Works Director, and Arthur Smith, Projects Manager, appeared for the bid opening. Mr. Smith explained that this is the rebid of the original project without traffic control which the County will now provide for the project. The previous bids were rejected as either unresponsive or over budget. Three new bids have been received.

Chair Runyon opened the bids and announced the following details:

- Munsen Paving, LLC – The Dalles, OR
 - o 5320 tons of asphalt @ \$80.00 per ton for a total of \$425,600.00
- Granite Construction – Dallesport, WA (Home office Watsonville, CA)
 - o 5320 tons of asphalt @ \$84.00 per ton for a total of \$446,880.00
- Kerr Contractors, Woodburn, OR
 - o 5320 tons of asphalt @ \$82.00 per ton for a total of \$436,240.00

Mr. Matherly asked to take the bids for review and return before the end of the session with recommendations for the Board. The Board advised them to return at 10:30 a.m.

Agenda Item – Columbia River Gorge Scenic Area Staff Introduction

Lyn Burdette explained that Jennifer Kevil, Recreation and Public Affairs Staff Officer, could not attend and therefore she was here to introduce herself as the National Scenic Area Forest Service Manager. She went on to share her background and job experience. Although she has served in many states, most of her career has been spent in Oregon and Washington.

Ms. Burdette shared a document outlining some of their current projects as well as a document specifically addressing the Chenoweth Table issue (attached). She explained some of the hurdles involved in developing trails at that site – easements, access roads, costs and maintenance. She also briefly addressed their plans to help mitigate uncharacteristic wildfires with thinning activities and under-burns.

She concluded by expressing their desire to work towards the greatest good for all concerned in managing the Scenic Area and encouraged the Board to contact her at any time with questions, concerns or ideas.

Department Head – Furniture Procurement

Fred Davis, Facilities Manager, stated that he had new cost estimates for chairs in County Court Room 302. He had determined the cost for thirty chairs so that there would be chairs available in the back room of that suite. Chair Runyon pointed out that it was unlikely that meetings would be held in both spaces simultaneously and suggested that chairs could be moved from one space to the

other as needed. Mr. Davis agreed it would be possible, however, if facilities were called to make that move each time it would be more cost effective to purchase the extra chairs rather than incur the cost of staffing. He added that Facilities does not have the budget for purchasing the chairs; funding would have to come from elsewhere. Mr. Stone suggested that there would be room for the purchase in the Commission's Special Projects fund. If purchasing only twenty- five chairs the cost would be \$2,275.00.

Commissioner Holliday stated that she had not heard anything about this plan. She added that if the issue was sharing the current room with Circuit Court, the problem could be resolved by claiming the room for the Commission rather than going to the expense of outfitting a new room. She thought the expenditure is unnecessary.

Chip Wood, candidate for the Wasco County Commission, said that in light of the recent budget process in which departments were asked to tighten their financial activities, this seemed frivolous.

Chair Runyon replied that the space was not being put to good use and this would provide additional meeting space for the Court House. Mr. Stone added that the room is not usable as it stands and something has to be done to make it usable.

{{{Chair Runyon moved to purchase the chairs for the proposed meeting room on the third floor. Commissioner Hege seconded the motion. Chair Runyon and Commissioner Hege voted in favor of the purchase, Commissioner Holliday was opposed. Motion carried.}}}

Agenda Item – Dufur Valley Road Paving Project Bid Opening Continued

Mr. Matherly announced that they have received three good bids from local, qualified contractors. Munsen Paving is the apparent low-bidder and Public Works recommends going forward with intent to award. Allowing one week for protest, they would like to return to the Commission on August 8, 2012, to formally award the bid.

{{{Commissioner Hege moved to authorize intent to award to Munsen Paving for the Dufur Valley Market Road Paving Project. Commissioner Hege seconded the motion which passed unanimously.}}}

Chair Runyon called a recess at 10:25 a.m.

Session reconvened at 10:29 a.m.

Discussion Item – BNSF Contract Amendment

Mr. Stone explained this as a lease renewal for a generator shack located near Celilo. The lease is set to automatically increase.

{{{Commissioner Holliday moved to approve the Burlington Northern Lease Amendment #3 as presented. Commissioner Holliday seconded the motion which passed unanimously.}}}

Discussion Item – Rodeo Contract

Mr. Stone explained this to be the normal rodeo contract that is coming before the Board due to its value. It has not come before the board previously; the Fair Board advises that this is the second year of a three or four year agreement. It is considered a personal services contract for performers which makes it eligible for direct appointment (Section 26(a) of the Wasco County Local Contract Review Board Rules).

Commissioner Holliday pointed out that there is added value at the end of the rodeo to pay winning cowboys. That money comes from sponsors, entry fees and ticket sales.

For future years, Mr. Stone will be looking at the contract in light of the current effort to standardize contracting rules throughout the county.

Brief discussion ensued regarding the traditions of the fair/rodeo and the requirement for ambulance services.

{{{Commissioner Hege moved to approve the contract agreement between Wasco County and B Bar D Rodeo for the 2012 Wasco County Fair. Commissioner Holliday seconded the motion which passed unanimously.}}}

Consent Agenda – Minutes, Burn Ban, Date for Dog Hearing, USDA APHIS Wildlife Services Cooperative Agreement

{{{After brief discussion, Commissioner Holliday moved to approve the consent agenda. Commissioner Hege seconded the motion which passed unanimously.}}}

**Discussion Item – Wasco County Representative to the Columbia Gorge
Health Council Continued**

Ms. Rogers returned to continue the discussion regarding the appointment of a representative to the Columbia Gorge Health Council.

Commissioner Hege stated that initially he had thought Mr. Stone would be the best choice; however, due to the necessary time commitment it would stretch him too thinly especially considering the plan to have the bulk of the meetings scheduled for evening hours. Commissioner Hege would also be a candidate to serve but has similarly limited time. He also considered someone from the health community such as Teri Thalhoffer, Public Health Director, or Barbara Seatter, Executive Director for Mid-Columbia Center for Living. He went on to say that in considering Ms. Rogers as a possibility, he thinks it makes sense to have someone who is independent of the financial dealings.

Chair Runyon agreed that Ms. Seatter would be excellent but wondered if the scope of her view would be county-wide. Commissioner Hege stated that it would have to be clear to Ms. Seatter, were she appointed, that she would be a Wasco County representative rather than a Center for Living representative. That is why, he believes, Ms. Rogers' appointment makes a lot of sense as she is in a better position to be a County representative.

Mr. Stone reminded the board that Ms. Rogers has served as a representative for Wasco County previously on many different fronts. Chair Runyon reminded everyone that if they found it wasn't working the Board had the prerogative of rescinding the appointment.

Ms. Rogers suggested that once the initial policy work is complete, the Board may want to consider replacing her in that position.

Chair Runyon added that it would be his assumption that Ms. Rogers would consult with Mr. Stone, the Board and other stakeholders to gain insight from the County stakeholders. She agreed that would be her approach.

**{{{Commissioner Holliday moved to appoint Molly Rogers as the Wasco
County representative to the Columbia Gorge Health Council.
Commissioner Hege seconded the motion which passed unanimously.}}}**

Commissioners' Reports

Commissioner Holliday reported that there would be a debriefing for the recent What-the-Festival private property event. There were some medical issues surrounding the event. The organizers had medical equipment at the event without the expertise to use it; it became a drain on local resources.

District Attorney Eric Nisley appeared before the Commission to report that the dog ordinance violation had been successfully negotiated with the dog owner. The dog will be put up for adoption to be placed in a home out of the area. Therefore, the dog violation hearing will no longer be necessary.

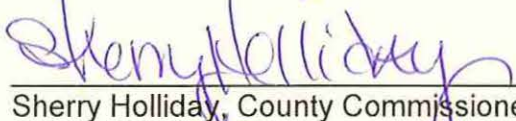
Chair Runyon announced that he would be out of the area from Thursday, August 2nd through Friday, August 10th. Commissioner Hege will chair the special session scheduled for Wednesday, August 8th.

Commission Chair Runyon adjourned the regular session at 10:55 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, August 1, 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

Pledge of Allegiance

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) [Mentor for Success Contract](#), [Youth Think Challenge Day Contract](#), [Wasco County Representative to the Columbia Gorge Health Council](#), [Rodeo Contract](#)
- [Consent Agenda](#) (Items of a routine nature: minutes, documents, items previously discussed.) [Minutes: 5.3.2012 Special Session](#), [5.23.2012 Special Session](#), [6.20.2012 Library Budget Public Hearing](#), [6.20.2012 Regular Session Minutes](#), [6.27.2012 Special Session](#). [Order 12-032 Declaring a Ban on Residential Burning](#), [Order 12-033 Setting Date for Dog Hearing](#), [USDA APHIS Wildlife Services Cooperative Agreement](#)
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- 9:30 a.m. [Dufur Valley Road Paving Project Bid Opening](#) – Marty Matherly, Arthur Smith
- 9:40 a.m. [Columbia River Gorge National Scenic Area Service Staff Introductions](#) – Jen Kevil

NEW / OLD BUSINESS
COMMISSION CALL / REPORTS
ADJOURN

**WASCO COUNTY BOARD OF COMMISSIONERS
REGULAR SESSION
August 1, 2012**

DISCUSSION LIST

ACTION AND DISCUSSION ITEMS:

1. [WCCCF – Mentor for Success Contract](#)
2. [Youth Think – Challenge Day Contract](#)
3. [Wasco County Columbia Gorge Health Council Representative](#)
4. [Rodeo Contract](#)

ON HOLD:

1. Wasco County website improvement
2. Admin move

Discussion Item
WCCCF Contract

- [Memo](#)
- [Mentor for Success Contract](#)



MEMORANDUM

To: Wasco County Board of Commissioners
Commissioner Runyon, Chair
Commissioner Holliday
Commissioner Hege

CC: Molly Rogers, Youth Services Director

From: Christa Rude, WCCCF Administrator

Date: 7/25/2012

Re: Mentor for Success Agreement

Greetings,

The Student Success thru Truancy Reduction Initiative is funded through JCP Prevention dollars and supports the identification, intervention and support of students with chronic truancy concerns for the North Wasco County School District #21 High School and Middle School).

A Student Success and Accountability Board made up of local leaders meets with students and their parents to identify causes of truancy and develop collaborative and creative strategies to overcome challenges. The results have been VERY positive.

One strategy for supporting students in school engagement is mentorship. Having an adult role model engaged in the life of a young person has proved to be one of the BEST investments. The attached agreement represents a partnership with a Mentor for Success in order to facilitate the connections between at-risk youth and mentors.

Thank you for your consideration of this agreement. I will be present on August 1 during the Discussion period of the board meeting to respond to any questions you might have.

ATTACHED

- Mentor for Success Agreement 2012-2013

Together we are building a healthy community for children and families.

- Child abuse and neglect
- Homeless & Runaway Youth
- Readiness to Learn
- Youth substance use



NOTE: This copy for review only. Signed (by Mentor for Success) originals of this agreement will be brought to the Board meeting on August 1 for consideration and approval.

FUNDING AGREEMENT

A. DESCRIPTION

This Agreement is entered into on behalf of Wasco County (designated in this document as “Grantor”) and the entity below (designated in this document as “grantee”). Wasco County is represented in the negotiation of this agreement through the Wasco County Commission on Children & Families. The contact person regarding this agreement is the WCCCF Administrator OR Coalition Coordinator.

Grantor Contact: Christa Rude, Administrator (541) 506-2672
Grantee: Mentor for Success (a program of The Inn Incorporated/Powerhouse Mentoring)
 2149 Cascade #106A; PMB166
 Hood River, OR 97031
 Bonnie New, Program Director 541.991.8091
Title: Student Success through Mentorship Grant
Total Amount: \$10,000
Funding Period: July 1, 2012- June 30, 2013

Amount	Funding Stream	OUTCOME	Approved Program Description
\$10,000	JCP Prevention	3.04.07 Youth-adult interaction quality	Mentor for Success will receive referrals from the Student Success through Truancy Reduction program, coordinate an appropriate match, and supervise mentorship activities.

B. REQUIREMENTS

1. This funding is made subject to the condition that the entire amount will be expended for the purposes of providing services as identified:
 - Under the approved program description
 - Designated funding stream
 - In accordance with state statute and administrative code.
2. The Grantor must be promptly notified about any of the following during the funding period:
 - Change in program contact personnel of the organization
 - Change in address or phone number
 - Change in name of the organization
 - Change in 501c3 non-profit status
 - Any development that significantly affects the operation of the program or organization.
3. The Grantee shall provide the Grantor with reporting documents as outlined in Section E of this agreement.
4. The Grantee shall abide by all provisions of this agreement and shall keep adequate supporting records to document expenditure of funds and the activities supported by these funds.
5. If the Grantee fails or becomes unable to perform the specific functions of program implementation, or if conditions arise that make the program untenable, then Grantee may terminate the agreement with thirty (30) day written notice.
6. Grantee is solely responsible for the ethical, moral, and legal nature of its programs, including those segments purchased through these funds. All persons employed by the Grantee shall be employees of the Grantee and not the Grantor. Except for claims arising solely from the negligence of the Grantor, its officers, employees or agents, the Grantee agrees to indemnify and hold the Grantor harmless from and against all actions, suits, claims and demands for loss of damage, including property damage, personal injury, and wrongful death, arising out of or in connection with Grantees performance of this agreement.
7. The Grantee will perform services as an equal opportunity employer. Grantee shall not deny services or discriminate on the basis of race, color, creed, national origin or duration of residence, and there shall be no discrimination in selection, compensation, or other employment practices with respect to personnel coming under the auspices of the Grantee, and the Grantee will otherwise comply with the provision and requirements of Title IV of the Civil Rights Act of 1974, and all requirements issued by the Department of Justice.
8. Grantee acknowledges and agrees to comply with applicable provisions of the Americans with Disability Act 42 USC 12101 et seq.
9. Grantee acknowledges and agrees to comply with the provision of the Oregon Equal Access Law, ORS 417.270.
10. Grantee acknowledges and agrees to be culturally competent. Culturally competency means the development of behaviors, attitudes and policies that enable providers to deliver services in ways that meet the needs of a variety of diverse cultures.
11. Grantee acknowledges that any and all products provided by the Grantor for use or implementation of the approved program description are the sole property of the Grantor and must be returned upon completion of the program and/or funding period.

C. PAYMENT

1. Upon receipt of the signed agreement, funder will forward payment for the first half of the fiscal year. A second payment will be made at the beginning of the third quarter.

	Payment amount
Quarter 1: July 1 to December 31, 2013	\$5,000.00
Quarter 3: January 1 to June 30, 2013	\$5,000.00
TOTAL:	\$ 10,000

2. Payments are contingent upon the Grantee satisfactorily conducting the program substantially as reflected in timely reports required herein.

3. **Payments are subject to the availability of funds.** In the event that sufficient funds shall not be appropriated for the payment of consideration required under this agreement, then Grantor may terminate the agreement with written thirty (30) days notice.
4. If the Grantee fails or becomes unable to perform the specific functions of program implementation, or if conditions arise that make the program untenable, or if Grantee materially breaches this agreement, all funds that may be deemed unearned, unjustified, or inappropriately expended must be returned to the Grantor.

D. UNEXPENDED FUNDS

If the funds have not been completely expended at the end of the funding period, June 30, 2011 then Grantee agrees to immediately notify the Grantor's designated contact person. All funds determined to be under-expended, unexpended, or unencumbered for authorized expenditures shall be returned to the Grantor or deducted by the Grantor from payment.

E. REPORTS AND EVALUATIONS

1. Grantee agrees to provide reporting as designated according to the following schedule.

	Reporting Due Date
Quarter 1	October 30, 2012
Quarter 2	January 30, 2012
Quarter 3	April 30, 2013
Quarter 4	July 30, 2013

2. At any time, the Grantor may request a representative of the program to appear at a regularly scheduled meeting to provide updates.
3. At any time, the contact person or their designee may conduct site visits of the program.
4. A final report and/or presentation may be requested by the Grantor. This report/presentation may include program challenges and successes, a detailed summary of progress on the approved programs, as well as a dialog with the Commission regarding future program goals and targets.

F. IRS STATUS

It is the understanding of the Grantor that the Grantee organization has obtained a determination from the Internal Revenue Service that it qualifies as a section 501(c)(3) organization.

If there is any change in the Grantee's status or classification, the Grantee must promptly notify the Grantor's designated contact person.

G. SIGNATURES

Grantee:

Bonnie New, Program Director

Date

Thomas Mitchell, Executive Director, The Inn Inc.

Date

Rod Runyon, Wasco County Commissioner, Chair

Date

Sherry Holliday, Wasco County Commissioner

Date

Scott Hege, Wasco County Commissioner

Date

Christa Rude, Administrator
Wasco County Commission on Children & Families

Date

Approved to Form

Eric Nisley, Wasco County District Attorney

Date

Discussion Item
Challenge Day Contract

- [Memo from Debby Jones](#)
- [Youth Think – Challenge Day Contract](#)

7/25/12

Dear Board of County Commissionaires:

YOUTHTHINK is requesting the signing of the enclosed contract for the 2012 Challenge Day program. The Challenge Day program has been a staple of YOUTHTHINK for the past seven years. This contract will allow YOUTHTHINK to contract with the Challenge Day Organization to conduct two days of programming for area youth. This year the program will focus on 8th grade youth. 225 youth will be trained in addition to 60 adults over a two-day time period. All costs of the program are funded through YOUTHTHINK and are a part of its 2012-2013 action plan. Costs consist of 2 days of programming at \$3200 per day and estimated travel costs of \$1000 for travel (airline, car rental, food and lodging).

Thank you for your help in this issue.

Sincerely,



Debby Jones, CPS
YOUTHTHINK
541-56-06-2673

AGREEMENT for Challenge Day Program

THIS MULTIPARTY AGREEMENT is effective **6/19/2012** by and between **CHALLENGE DAY** (the "Vendor"), a California 501[c]3 nonprofit corporation located at 2520 Stanwell Drive, Ste 160, Concord CA 94520 and **YOUTHTHINK - WCCCF** located at 610 Court St., The Dalles, OR 97058 (the "Funder") and **The Dalles Wahtonka High School** located at 3601 W. 10th Street, The Dalles, OR 97058 (the "Host Organization(s)"). For the purposes of this agreement Host Organization shall mean all employees of Host Organization, Funder shall mean all employees of Funder, and Vendor shall mean all employees and subcontractors of Vendor.

Witnessed, that the Vendor, Funder and Host Organization(s) for the consideration hereinafter named agree as follows:

Article 1: Statement of Services

- A. Commencing on 11/7/2012 Vendor shall supply services, people and materials for the following:
See Attached List of Days, Addendum A
- B. This agreement applies to all services performed by Vendor or on behalf of Vendor under this agreement, whether performed in anticipation of or following the execution of this agreement.

Article 2: Compensation for Services

As full compensation for direct and indirect labor costs, overhead and profits, the Vendor shall be paid at the following rates for delivering the program, services and material ("Services") as contemplated by this agreement. Such rates shall only cover services that are performed by bona fide employees of the Vendor, or its subcontractors unless otherwise approved by Funder's and Host Organization(s) Representative(s).

- A. Rates for Services will be as follows:
Funder to Pay **\$3200** per day .
- Program(s) provided under this agreement are limited to a minimum of forty (40) and maximum of one hundred (100) student participants per day. Students participants must be recruited from the contracted school (Client) only. Vendor reserves the right to cancel Program(s) without prior notice, according to terms of Cancellation and Termination article, if there are less or more than the agreed upon student participants.
- B. Expenses: Funder will pay in advance (or reimburse Vendor) for necessary, reasonable and documented travel expenses actually incurred as follows:
- 1) Air Transportation: Round trip coach airfare for two Challenge Day Leaders to and from Host Organization(s)'s nearest airport, from Oakland or San Francisco, California.
 - i. Reservations and ticketing to be arranged by Vendor.
 - ii. Plus equipment transportation fee (weight fees charged by airlines).
 - iii. Vendor will attempt to minimize costs to Funder, while also minimizing inconvenience to Leaders.
 - iv. Program Leaders will arrive the evening before the first scheduled program day and leave the evening of or morning immediately following the last program day in a given week. Leaders will not normally stay over weekends.
 - 2) Ground Transportation: Ground transportation from airport to hotel and from hotel to client's site.
 - i. Transportation to be arranged by Vendor.
 - 3) Lodging: Standard hotel accommodations for two Challenge Day Leaders (Holiday Inn or equivalent). Vendor will arrange for lodging unless other terms are previously negotiated with Funder and/or Host Organization(s). If Funder and/or Host Organization(s) is to arrange accommodations, hotel information and confirmation numbers are to be provided four (4) weeks prior to Challenge Day event. In the event the leaders must travel the morning following the last program day Vendor will arrange for lodging.
 - i. One room per leader.
 - ii. When feasible, Client to pay for lodging directly.
 - iii. Both Leaders must stay at same hotel.

Article 3: Limit of Expenditure

The maximum expenditure authorized hereunder for any service, **Excluding** reimbursable expenses as indicated shall be **\$6400**.

Article 4: Invoicing & Payment

Below please find Funder's payment schedule. Adhering to this payment schedule will confirm the requested Challenge Day(s).

- A. Funder’s requested days will not be confirmed until the 1st installment has been received and credited to your school or organization’s account by our administrative offices. (An authorized Purchase Order for the full invoice amount may be accepted in lieu of the 1st installment). All installments are welcomed as early as contracts are completed. However, if the Funder’s 1st installment has not been received by the 1st due date documented below, the Funder’s and Host Organization(s)'s scheduled days will no longer be valid.
- B. If Funder’s scheduled days are cancelled due to non-payment, Funder will be required to resubmit their request to fund a future Challenge Day. Rescheduling days due to cancellation does not in any way guarantee the cancelled Funder's precedence over other clients waiting for existing or future booking opportunities.
- C. Booking requests made within 90 days of the event date will be confirmed only if scheduling permits and if the contract is accompanied by no less than the 1st installment (or an approved Purchase Order for full invoice amount) with the agreement that the remaining balance be paid in full 30 days prior to the event. (Payment and Contracts are expected within 5 business days when booking within the 90 day period.)

The requested program date is 11/7/2012.

Balance for program(s) at \$3200 per day: \$6400

Schedule of Installments

Installment	Payment Due Date	Payment Amount	Balance Remaining
=====	=====	=====	=====
1st installment	8/9/2012	\$2400	\$4000
2nd installment	9/8/2012	\$2000	\$2000
3rd installment	10/8/2012	\$2000	\$0

To expedite clarity on any questions, concerns, or issues that may arise regarding payments; please list the information requested below for any/all parties that may be involved in the payment process.

Department

Name

Title

Phone/Ext.

Email

Article 5: Personnel to Be Provided

Each Host Organization(s)'s Representative, hereinafter referred to as the Coordinator(s), shall be present at each of the program days respectively. The Coordinators for each Host Organization shall be the persons listed in the signature page of this agreement or such person or persons as may be designated by each Host Organization.

Vendor must have phone contact regarding final logistics with each Coordinator no later than 28 days prior to first scheduled program day. Vendor reserves the right to cancel if Coordinator or alternate Host Organization Representative cannot be reached, subject to the termination section below.

If Coordinator is not a school counselor, Host Organization(s) must also provide a counselor who will attend the entire program day(s) and coordinate any necessary follow-up support for youth participants.

In addition, each Host Organization(s) must provide a minimum of one adult for every four (4) youth participants (e.g. 100 youth, 25 adults). If a Host Organization is unable to provide a 1 to 4 ratio of adults to student participants, the Host Organization must reduce the number of student participants to meet the required ratio. Vendor reserves the right to cancel the program at the Funder's expense if these conditions are not met.

Each Coordinator will:

- A. Use the Challenge Day Coordinator's Handbook and other program materials, provided by Vendor to the Coordinator, as guides for coordinating participation and logistics for the program day(s).
- B. Act as primary contact with the Challenge Day office regarding all logistics for program day(s).
- C. Attend a phone meeting with Challenge Day Client Manager named below five (5) to six (6) weeks prior to first program day. The purpose of this meeting is to review the Challenge Day Coordinator's Handbook and all arrangements and logistics.
- D. Maintain weekly e-mail and/or phone contact with the Challenge Day Client Manager from six (6) weeks prior to first program day to one (1) week after the last program day.
- E. Take responsibility for ensuring that all personnel, facilities, tools and equipment are provided as written in this agreement and the Challenge Day Coordinator's Handbook.
- F. Be available to speak with Challenge Day staff the day prior to the first program day to review last-minute logistics.
- G. Attend each program day in its entirety and/or assign an alternate coordinator to attend each program day in its entirety. If an alternate coordinator is assigned, the alternate coordinator must agree to assume all coordinator responsibilities regarding event participants, logistics and personnel for that day.

Article 6: Facilities to Be Provided

All work hereunder shall be performed on premises of each Host Organization respectively or at sites designated by Host Organization(s). Each Host Organization(s) is to secure a private enclosed room large enough to hold one chair per participant and adult. The room must be at least 50' x 50' for 100 participants plus 25-35 adults. Chairs must be lightweight and not have arms. Private room is defined as one in which loud sounds such as cheering will not disturb occupants in adjoining rooms, if any.

The room must be free from interruptions for the duration of the Challenge Day program and Host Organization must be able to control access to the room. Any windows at or below eye level must be covered and participants must be able to eat lunch in the same site of the program. Site must be confirmed three (3) weeks prior to the event(s). The room must be free of columns or other structural obstructions. Chairs are to be arranged as described in Challenge Day Coordinator's Handbook by Host Organization prior to Vendor's arrival.

Article 7: Changes

Funder may, during the term of this agreement, request additions to the services furnished by the Vendor. Funder reserves the right to cancel any scheduled services consistent with the terms of Cancellation and Termination article. Vendor shall not be obligated to make changes without its written acknowledgment of acceptance of such changes.

Article 8: Cancellation And Termination

Because actions taken and/or decisions made by each Host Organization may affect the Funder and/or the ability of Vendor to perform services, Funder and each Host Organization must understand and agree to the terms of Cancellation and Termination outlined in this article.

- A. If a Funder and/or a Host Organization schedules program days with Vendor and cancels ninety one (91) days or more prior to the scheduled date of program, no fee is due.
- B. If a Funder and/or a Host Organization schedules program days with the Vendor and cancels sixty one (61) to ninety (90) days prior to the scheduled date of the program then the Funder will pay Vendor the 1st installment for the days cancelled plus any travel costs or fees incurred by the Vendor on behalf of the Funder.
- C. If a Funder and/or a Host Organization schedules program days with the Vendor and cancels thirty one (31) to sixty (60) days prior to the scheduled date of the program then the Funder will pay Vendor the 1st and 2nd installments for the days cancelled, plus any travel costs or fees incurred by the Vendor on behalf of the Funder..
- D. If a Funder and/or a Host Organization schedules program days with the Vendor and cancels thirty (30) days or less prior to the scheduled date of the program then the Funder will pay Vendor all installments for the days cancelled, plus any travel costs or fees incurred by the vendor on behalf of the Funder.
- E. Vendor must have phone contact regarding final logistics with each Host Organization's representative no later than 28 days prior to the first scheduled program day. Vendor reserves the right to cancel if that Host Organization's representative cannot be reached, subject to Cancellation and Termination clauses A through D.
- F. If program days are canceled due to weather outside of listed items in Force Majeure Article, Funder will pay Vendor any travel costs or fees incurred by the Vendor on behalf of the Funder for the dates listed in Addendum A. If openings exist, program days may be rescheduled to a date or dates within one (1) calendar year from the original date(s). If the event is to be rescheduled Funder will pay Vendor additional travel costs incurred for rescheduled event.
- G. If Host Organization(s) decision, action or inaction renders Vendor unable to perform services, Vendor reserves the right to cancel, subject to Cancellation and Termination clauses A through E.
- H. Funder and/or a Host Organization may terminate this agreement at any time subject to the provisions of cancellation indicated above in clauses A through E.

Article 9: Choice of Law

The laws of the State of California shall govern this agreement and all transactions under it. Vendor agrees to submit to the jurisdiction of any court wherein an action is commenced against Funder and/or Host Organization(s) based on a claim for which Vendor has agreed to indemnify Funder and/or Host Organization(s) under this Agreement.

Article 10: Entire Agreement

The provisions of this agreement supersede all contemporaneous oral agreements and all prior oral and written communications (including the School Coordinator Program Packet) and understanding of the parties with respect to the subject matter of this Agreement. This agreement is the entire agreement between the parties.

Article 11: Force Majeure

Neither party shall be held responsible for any delay or failure in performance of any part of this Agreement to the extent such delay or failure is caused by fire, flood, strike, civil, governmental or military authority, or other similar causes beyond the control and without the fault or negligence of the delayed or non performing party or its subcontractors.

Article 12: Insurance

Vendor shall maintain in full force and effect, at its cost and expense, liability insurance in the aggregate amount of \$1,000,000.

Article 13: Disputes

Any controversy, dispute or claim arising out of or relating to the interpretation of this Agreement shall be subject to a thirty (30) day negotiation period between the parties in which key business people for the parties will, in good faith, attempt to resolve the matter.

Article 14: Mediation and Arbitration

If a dispute arises out of or relates to this Agreement, or its breach, and the parties have not been successful in resolving such dispute through negotiation, the parties agree to attempt to resolve the dispute through mediation by submitting the dispute to a sole mediator selected by the parties or, at any time at the option of either party, to mediation by the American Arbitration Association ("AAA"). If not thus resolved, it shall be referred to a sole arbitrator selected by the parties within thirty (30) days of the mediation or, in absence of such election, to final and binding arbitration by a sole arbitrator under the AAA Arbitration Rules ("Rules") in effect on the date of this Agreement. The mediation and arbitration, including arguments and briefs, shall be in the English language in the State of California, United States of America. The arbitrator may not limit, expand or otherwise modify the terms of this Agreement or award exemplary or punitive damages or attorney's fees. The arbitrator shall apply the substantive law of the State of California. The award shall be in United States dollars. Judgment upon the award rendered in the arbitration may be entered in any court having jurisdiction thereof. Each party shall bear its own expenses (including attorney's fees) and an equal share of the expense of the mediator and arbitrator and the fees of the AAA. The parties and their representatives, other participants and the mediator and arbitrator shall hold the existence, content and result of the mediation and arbitration in confidence. Nothing in this clause shall be construed to preclude any party from seeking injunctive relief in order to protect its rights pending mediation or arbitration. A request by a party to a court for such injunctive relief shall not be deemed a waiver of the obligation to mediate or arbitrate.

Article 15: Tools and Equipment

Unless otherwise specifically provided for in this agreement, Vendor shall provide all tools and equipment ("equipment") for performance of this Agreement. Should the Vendor actually use any equipment owned or rented by Funder and/or Host Organization(s), Vendor accepts the equipment "as is" and the Vendor shall have the risk of damage to such equipment as long as damage is sustained as a result of Vendor's actions. Vendor agrees not to remove the equipment from Host Organization(s)'s premises, and to use equipment only for the services covered under this agreement. In addition to one chair per participant (chairs must be lightweight and without arms), each Host Organization must provide the equipment and supplies specified in the Challenge Day Coordinator's Handbook.

Article 16: Timely Performance

If Vendor has knowledge that anything prevents or threatens to prevent the timely performance of the Services under this Agreement, Vendor shall immediately notify Funder and Host Organization(s) thereof and include all relevant information concerning the delay or potential delay.

Article 17: Title to Media / License to Use

Receipt of materials supplied under this agreement represents acceptance of a license to use such materials for "in house" activities sponsored by Host Organization(s) solely for the benefit of Host Organization(s)'s employees and students. Such rights are restricted to use by those employees who participate in the program to which the materials are related. License to use any documents and other tangible media of expression ("Training Media") furnished hereunder by Vendor to Host Organization(s) shall pass to Host Organization(s) on full payment of invoice for the services associated with such media. Funder and each Host Organization expressly agrees that it does not have the right to reproduce or sub-license such media.

Article 18: Ownership of Programs

Vendor's programs or related materials in any form including but not limited to written, video, audio or electronic reproductions, and shall obligate its employees, subcontractors and others working for it, to adhere to the same limitations, without written consent of Vendor. Each Host Organization agrees to limit its use of programs and materials supplied by Vendor to "in house" activities sponsored by Host Organization solely for the benefit of its employees and students.

Article 19: Right to Use Ideas

The ideas presented in the Vendor's programs may be used by each Host Organization and its employees, subcontractors and others working for Host Organization without restriction. However, due to the nature of the exercises, which are protected under Federal copyright law, specific exercises, such as the Power Shuffle, may not be reproduced in any format.

Article 20: No Result or Benefit

The Vendor promises only to deliver the program and does not warrant or promise any result or benefit to Host Organization (s) or those participating.

Article 21: Representations

Vendor represents to Funder and Host Organization(s) that the services rendered by the Vendor will be performed in a manner consistent with highest professional standards in its field.

Article 22: Indemnity

- A. The Funder and Host Organization(s) shall indemnify and save harmless the Vendor, its employees and agents from any and all claims, demands, actions and costs whatsoever that may arise, directly or indirectly and whether by statute or otherwise, out of any act or omission of the Funder and/or Host Organization(s) , its employee and agencies in the performance by the Funder and/or Host Organization(s) of this Agreement.
- B. The Vendor shall indemnify and save harmless the Funder and Host Organization(s), its employees and agents from any and all claims, demands, actions and costs whatsoever that may arise, directly or indirectly and whether by statute or otherwise, out of any act or omission of the Vendor, its employees and agencies in the performance by the Vendor of this Agreement.
- C. The above indemnifications shall survive the termination of this Agreement.

Article 23: NonWaiver

No agreement or failure of any party to strictly enforce any term, right or condition of this Agreement shall be construed as a waiver of such term, right or condition.

Article 24: Severability

If any portions of the provisions of this Agreement shall be invalid or unenforceable, such invalidity or unenforceability shall not invalidate or render unenforceable the entire Agreement, but rather the entire Agreement shall be construed as if not containing the particular invalid or unenforceable provisions or provision, and the rights and obligations of the parties shall be construed and enforced accordingly.

Article 25: Notices

Any notice or demand which under the terms of this Agreement or under any statute must or may be given or made by Vendor or Funder or Host Organization(s) shall be in writing and shall be given or made by confirmed facsimile, or similar communication, or by certified mail, registered mail, or courier service addressed to the respective parties as follows:

For YOUTHTHINK - WCCCF:

?
610 Court St.
The Dalles, OR 97058

For Challenge Day:

Ana Rubio
Challenge Day
2520 Stanwell Drive, Ste 160
Concord, CA 94520
Fax: 925-969-0256

For Host Organization(s) to each Principal at: **The Dalles Wahtonka High School** located at 3601 W. 10th Street, The Dalles, OR 97058

The effective dates of such notice shall be (1) upon evidence of successful facsimile transmission, or (2) five days following the date mailed for certified or registered letters and two days following the date mailed for overnight letters (courier service), or (3) when delivered, if in person. The above addresses may be changed at any time by giving written notice as provided above.

Article 26: Signatures

Host Organization: **The Dalles Wahtonka High School**

By signing below, I agree to this Contract and agree to provide support, personnel, facilities, tools and equipment as written above. I attest that I am the Principal and authorized to make agreements on behalf of The Dalles Wahtonka High School located at 3601 W. 10th Street, The Dalles, OR 97058.

Principal Name: _____

Signature: _____ Date: _____

By signing below, I attest that I have read and agree to perform the responsibilities of Coordinator, as written above:

Coordinator Name & Title: _____

Signature: _____ Date: _____

Funder: **YOUTHTHINK - WCCCF**

By signing below, I agree to the articles of this Agreement and attest that I am authorized to make agreements on behalf of **YOUTHTHINK - WCCCF** located at 610 Court St., The Dalles, OR 97058

Authorized Name & Title : _____

Signature: _____ Date: _____

For Challenge Day:

Share Manager Name: Ana Rubio

Signature: _____ Date: _____

Addendum A to Agreement for Challenge Day Program

Host Organization	Date	Program
The Dalles Wahtonka High School	11/07/12	Challenge Day
The Dalles Wahtonka High School	11/08/12	Challenge Day

Special Terms

These services are contingent on receipt of a signed contract for another Challenge Day event within fifty (50) miles of your location and within one (1) day of your reserved date.

Discussion Item
Wasco County Representative to the
Columbia Gorge Health Council

- [No Documents for this Item – Return to Agenda](#)

Discussion Item
Rodeo Contract

- [Contract](#)
- [W-9](#)

CONTRACT AND AGREEMENT

This agreement, made this 12th day of July, 2012 between the Wasco County Rodeo Association and B Bar D Rodeo Inc., an Oregon Corporation.

WITNESSETH:

Whereas, the Wasco County Rodeo Association intends to hold a Rodeo at Tygh Valley, Oregon and have 2 performances on August 17 & 18, 2012.

Rodeo Events

Bareback Riding
Saddle Bronc Riding
Bull Riding
Calf Roping
Steer Wrestling
Team Roping
Barrel Racing
Breakaway Roping

The Wasco County Rodeo Association agrees to pay the sum of \$8800.00 in cash or check immediately following the last performance.

Whereas, B Bar D Rodeo, Inc. agrees to furnish all livestock and help listed below.

B Bar D Rodeo Inc. Stock & Help List


1. Crew to feed & water stock
2. Bullfighters (2)
3. Judges
4. Secretary
5. Timers
6. Pickup Men
7. Rough Stock
8. Timed event cattle

Wasco County Rodeo Association Stock & Help List

1. Announcer
2. Feed & Water for stock
3. Added Money
4. All Chute Help & Calf Untlers

Time, specific performances of all services, and the furnishings of all livestock are, and each of them is, of the essence of this agreement. In the event of any suit, action or proceedings, brought by either party upon this agreement or in connection therewith, the prevailing party in such suit action or proceedings, shall be entitled to recover, in addition to all sums allowed by law, such sums that the court deems reasonable as attorney's fees, both on trial and appeal. In order to be valid, this contract must be signed and returned to B Bar D Rodeo no later than August 1, 2012.


B Bar D Rodeo Inc Representative


Wasco County Rodeo Association Representative

Request for Taxpayer Identification Number and Certification

Give Form to the
requester. Do not
send to the IRS.

Print or type See Specific Instructions on page 2.	Name (as shown on your income tax return) B Bar D Rodeo Inc	
	Business name/disregarded entity name, if different from above	
	Check appropriate box for federal tax classification: <input type="checkbox"/> Individual/sole proprietor <input type="checkbox"/> C Corporation <input checked="" type="checkbox"/> S Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate <input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶ _____ <input type="checkbox"/> Other (see instructions) ▶ _____	
	<input type="checkbox"/> Exempt payee	
Address (number, street, and apt. or suite no.) 16227 SW Culver Hwy		Requester's name and address (optional)
City, state, and ZIP code Culver, OR 97734		
List account number(s) here (optional)		

Part I Taxpayer Identification Number (TIN)																																						
Enter your TIN in the appropriate box. The TIN provided must match the name given on the "Name" line to avoid backup withholding. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I Instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see <i>How to get a TIN</i> on page 3.																																						
Note: If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.	<table border="1" style="width: 100%; text-align: center;"> <tr><td colspan="9">Social security number</td></tr> <tr><td> </td><td> </td><td> </td><td>-</td><td> </td><td> </td><td>-</td><td> </td><td> </td></tr> </table> <table border="1" style="width: 100%; text-align: center;"> <tr><td colspan="9">Employer identification number</td></tr> <tr><td>9</td><td>3</td><td>-</td><td>1</td><td>0</td><td>0</td><td>7</td><td>6</td><td>5</td><td>8</td></tr> </table>	Social security number												-			-			Employer identification number									9	3	-	1	0	0	7	6	5	8
Social security number																																						
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Employer identification number																																						
9	3	-	1	0	0	7	6	5	8																													

Part II Certification

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
- I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
- I am a U.S. citizen or other U.S. person (defined below).

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions on page 4.

Sign Here	Signature of U.S. person ▶	Date ▶ 7/12/12
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General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Purpose of Form

A person who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

- Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
- Certify that you are not subject to backup withholding, or
- Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income.

Note. If a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

Definition of a U.S. person. For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien,
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States,
- An estate (other than a foreign estate), or
- A domestic trust (as defined in Regulations section 301.7701-7).

Special rules for partnerships. Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax on any foreign partners' share of income from such business. Further, in certain cases where a Form W-9 has not been received, a partnership is required to presume that a partner is a foreign person, and pay the withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid withholding on your share of partnership income.

**WASCO COUNTY BOARD OF COMMISSIONERS
REGULAR SESSION
AUGUST 1, 2012**

CONSENT AGENDA

1. [Minutes](#)
 - a. [5.3.2012 Special Session](#)
 - b. [5.23.2012 Special Session](#)
 - c. [6.20.2012 Library Budget Hearing](#)
 - d. [6.20.2012 Regular Session](#)
 - e. [6.27.2012 Special Session](#)
2. [Order 12-032 Declaring a Ban on Residential Burning](#)
3. [Order 12-033 Setting Date for Dog Ordinance Violation Hearing](#)
4. [USDA APHIS Wildlife Services Cooperative Agreement](#)

Consent Agenda Item Minutes

- [5.3.2012 Special Session](#)
- [5.23.2012 Special Session](#)
- [6.20.2012 Library Budget Hearing](#)
- [6.20.2012 Regular Session](#)
- [6.27.2012 Special Session](#)



WASCO COUNTY BOARD OF COMMISSIONERS
SPECIAL SESSION
May 3, 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 3 p.m. Chair Runyon called to order the Special Session of the Board of Commissioners.

Chair Runyon asked if there were any corrections or additions to today's Agenda. There were none. He asked Tyler Stone, County Administrative Officer, if he had anything to bring forward. He did not.

Commissioner Runyon asked for public comment; there was none.

Department Heads

Fred Davis, Facilities Manager, presented an estimate from Aset for the panic alarm system, which is in urgent need of repair/replacement. He reminded the Board that they had previously approved a contract exception, deeming it an emergency. Aset is local and already familiar with our needs. In a recent meeting with Dan Woolen, Application Engineer for Aset, along with Sheriff Eiesland, Mr. Davis and Mr. Stone, estimate details were settled. Beyond the Aset estimate there will be additional costs for electrical work, but the project is still expected to come in under budget. He asked that the board accept the estimate and approve the work to begin.

Mr. Stone interjected that Mr. Davis would need approval of the contract and contingencies. Mr. Davis projected that \$25,000.00 would provide a \$4,000.00 cushion. Mr. Stone recommended increasing the estimated amount by \$5,000.00 as a contingency.

{{{Commissioner Holliday moved that the work estimate be approved up to \$26,635.00. Commissioner Hege seconded the motion which passed unanimously.}}}

Chief Deputy Sheriff Lane Magill brought forward a three-year renewal for the Frontier Telenet repeater site located in Jefferson County. No language has changed from the original contract.

{{{Commissioner Holliday moved to approve the Frontier Telenet Network Co-location Agreement. Commissioner Hege seconded the motion which passed unanimously.}}}

Molly Rogers, Director for Youth Services, presented the Safe Schools Healthy Students grant event for trauma based care. The Core Management Team has been working with the Sanctuary Model for trauma informed care; representatives from New York will be here next week for training and will be meeting with The Dalles Police, Youth Services, local schools and Mid-Columbia Center for Living. The thrust of the model is to help staff understand community trauma and how it relates to current behavior in order to provide more effective services. She invited the Board to attend.

Sheriff Rick Eiesland explained that his agreement with Mid-Columbia Fire and Rescue for prisoner's medical transport has been \$350.00 per year and half-price per transport (\$550.00). Since both entities are run on tax revenue, it seemed appropriate to try to keep costs to a minimum. Generally, there are seven or eight such transports each year. The fire chief has become dissatisfied with the arrangement. Sheriff Eiesland pointed out that the Sheriff's Department provides support services to the Fire District at no cost. He asked that the Board consider the possibility of going out for bids to replace Mid-Columbia Fire and Rescue as Northern Wasco County's ambulance service provider.

Chair Runyon asked if Sheriff Eiesland had spoken with the Fire District Board or just to the Chief. Sheriff Eiesland replied that he has not been able to meet with the Chief and has only gotten emails from him regarding the rise in rates. Chair Runyon suggested a meeting with the two entities and Mr. Stone to try to work toward a compromise. Sheriff Eiesland interjected that it may not be worth the \$3,000.00 to \$4,000.00 a year to rock the boat.

Commissioner Hege asked Commissioner Holliday if she thought other businesses would respond to bid offering. Commissioner Holliday responded that AMR out of Portland has been looking for an opening here for a long time and perhaps an ambulance service from Washington would be interested. We have never really gone out for bids in the past as we wanted to keep it local. Commissioner Hege offered to act as a liaison with Mid-Columbia Fire and

Rescue to open a dialog. Sheriff Eiesland and the rest of the Board supported that idea.

Tim Lynn, County Assessor, brought forward information for Resolution 12-006 for the 2012-2013 Property Tax Program Grant. The paper work came due prior to this session and with approval of counsel, Chair Runyon had signed the grant submission documents in order to meet the deadline. This resolution formalizes that submission. This is a routine, annual grant. Chair Runyon asked if there were any substantial changes to the document. Mr. Lynn responded that it is virtually the same and that the dollar amounts are similar to last year's.

**{{{Commissioner Holliday moved to approve Resolution 12-006.
Commissioner Hege seconded the motion which passed unanimously.}}}**

Dan Boldt, County Surveyor, reminded the Board of his request several weeks ago to bring an intern on staff – Sherzod Rakhmanov from Uzbekistan. One of the terms of the agreement was that he be paid minimum wage and end his stay with the conclusion of the fiscal year. In the weeks that he has been with them, they have discovered that he is extremely valuable. In addition, he has incurred costs in order to remain in this country and has asked if they might pay him more than minimum wage. Mr. Boldt recommended that Mr. Rakhmanov's wage be increased from Oregon minimum (\$8.80 per hour) to that of an Engineering Aid (\$13.05 per hour).

Commissioner Holliday asked if Mr. Rakhmanov would be staying through the end of the calendar year. Mr. Boldt replied that is their goal and they would be bringing that to the Board during their scheduled appearance next week.

*****The Board was in consensus for the raise in pay for Mr. Rakhmanov as a temporary, seasonal employee.*****

Mr. Boldt asked that the Board present Mr. Rakhmanov with the raise at the next Board session. They agreed.

Agenda Item – Waiving Tipping Fees for Community Clean-up Day

Cindy Kever, Administrative Secretary for The City of The Dalles, explained that she had submitted a letter to the Board requesting that they waive the tipping fees for Community Clean-up Day which is in its 25th year.

Chair Runyon explained that he had done some research and discovered that the fee is really not the County's to waive. Although the County owns the land, it is leased to Waste Connections and the County gets a licensing fee as well as a

host fee for out-of-area waste.

Glenn Pierce, Environmental Health Specialist Supervisor, explained that Waste Connections has been very generous in waiving their tipping fee for this event and they are really the entity to petition for the waiver.

Nancy Mitchell, Wasco County Landfill Manager, explained that there is a household hazardous waste fee of \$7.29 per ton. Mr. Pierce added that that surcharge is shared by the cities party to an intergovernmental agreement. The City of The Dalles could possibly waive their portion of that fee, but it would be difficult to do. Waste Connections, however, could waive their tipping fees and have historically done so for the Community Clean-up Day.

Ms. Mitchell explained that they have gotten a letter from the County for many years stating that their fees would be waived for this event. However, since they derive no fees, the letter was just filed. Waste Connections has always waived their tipping fees for the Community Clean-up. It was decided that for this year and going forward, the Community Clean-up request for a tipping fee waiver should be made directly to Waste Connections.

Consent Agenda – CAFFA Grant Resolution #12-006 (previously approved), Order #12-0026 Setting Hearing Date for Disposition of Dog, Moccasin

{{{Commissioner Hege moved to approve the Consent Agenda. Commissioner Holliday seconded the motion which passed unanimously.}}}

Discussion List Item – Minutes Format

Kathy White explained that there had been some question regarding the amount of detail to be included in the minutes. She had produced two sets of minutes for the April 4, 2012, session – one had detail, the second was a more summarized version. She asked the Board to provide some direction for her regarding the production of minutes.

Commissioner Hege expressed his opinion that hearings should be done in more detail than other discussions before the Board; while some of the extraneous chit chat that occurs in a regular session would not be necessary to report in the minutes. Commissioner Holliday wants to make sure that the gist of the discussion is reflected in the minutes. Chair Runyon wanted to make sure that when questions were asked and answered, the minutes clearly identified the questioner and the responder. Ms. White said that she would continue to produce

minutes with those comments in mind and that working with the Board's feedback over time, hope to reach a happy medium. In a discussion that followed, the Board agreed that whenever possible it would be helpful to receive the minutes prior to receiving the packet; that would allow the Board to review and provide feedback.

Some discussion ensued regarding the publication of amended Board Packets. A final determination was made that the packet date should be at the beginning of the file name rather than at the end so as to make identification easier.

Discussion List – CCO Voting Powers

Tyler Stone related the portion of the last CCO meeting that related to who would have a vote. During that meeting, those present were asked for their opinion on the voting subject. Mr. Stone, as a representative of the Wasco County Board of Commissioners, had replied that he would need to consult with the Board before committing to a position.

Mr. Stone then read a part of the minutes from that meeting: Agreement reached that each entity would do best efforts to have consistency in attendance given the fast pace we are on. In addition each entity would have one vote regardless of whether one, two or three reps might be from that entity. Discussion was brought forward on the current difference Public Health and Center for Living voting models. Both provide health care services to Medicaid patients. One does physical the other handles behavioral. Two suggestions: either create one voting entity for Public Health which covers all counties, this would match how CFL is currently; or put CFL in with the counties; this would match how Public Health is now. Agreement was reached that each entity has one vote. Still need to resolve the balance between entities and the population and/or quantity of services each entity is accountable for.

Tyler then framed the discussion with a question – How do you want our local votes to be represented? Do you want to relinquish your vote to Public Health? Do you want them separate? Do you want Public Health and CFL to have a combined vote?

Commissioner Holliday pointed out that in just a year, Public Health will be their own entity. In that case, there would be no question – their vote would be separate from ours.

Commissioner Hege added that Center for Living is already separate. Each of the three is governed by a board. The representative of each board should be

expressing the positions of their board, rather than their own personal opinion, at the CCO meetings. The Wasco County representative to the CCO is Mr. Stone. The question here - does this Board feel that Public Health and CFL should have their own votes or that their voice should be heard through our Board? It was decided that BOCC is one voice on this matter; other counties will also have an opinion. Although BOCC members hold positions on the boards for both Public Health and Center for Living, they have only one vote on those boards where majority rules. Those entities are controlled by boards not by individual people. There are loosely affiliated groups of people, i.e., physicians, who want a vote; some would like to have individual votes but it becomes too complicated to be practical. Those individuals are free to be heard by the BOCC to get their opinions into the record.

*****The consensus of the Board is that Center for Living and Public Health have representatives from multiple counties serving on their boards and should have separate votes. Wasco County should also maintain their autonomy in the voting process.*****

Discussion Item – Amendment 7 for OHA Contract 135575

The Board discussed briefly any changes made by the amendment. Commissioner Hege expressed concern that it may obligate the County to make a match from the General Fund. It was determined that although the amendment was for more funding, it did not require anything additional from the County.

{{{Commissioner Hege moved to approve Amendment 7 for OHA Contract 135575. Commissioner Holliday seconded the motion which passed unanimously.}}}

Discussion Item – Shared Revenue on Public Lands

Commissioner Holliday expressed her opinion that if wind towers were to be erected on BLM land within the County, the County should share in that revenue. Commissioner Hege commented that he believes if a private company builds on public land they would still be obligated for property taxes. He believes that fact makes the letter unnecessary. He would like to talk to the County Assessor about the process, before signing the letter. Mr. Stone agreed to speak to the County Assessor regarding this issue.

*****It was the consensus of the Board that if structures are built on Federal Land within the County and taxes are not being paid to the County for that, the Board is in support of the letter. Until that can be determined, the Board chose to take no action on the letter. *****

The meeting recessed 4:45 p.m.

Executive Session convened at 5:21 p.m.

Special Session reconvened at 6:20 p.m.

{{{Commissioner Hege moved to decline moving into binding arbitration with Hood River regarding the NORCOR issue. Chair Runyon seconded the motion which passed unanimously.}}}

*****The consensus of the Board is Mr. Stone may go forward with his scheduled meeting with the Hood River County Administrator, David Meriweather; however, if Hood River County Board members will be present, the meeting should be rescheduled to include representatives from all four NORCOR counties.*****

*****The consensus of the Board is Mr. Nisley will draft a position letter for the Board's signature to be provided to Commissioner Holliday to be used if necessary at the upcoming NORCOR Board meeting.*****

Commissioner Holliday sent an email saying "At the meeting of 5.3.2012, the Wasco County Board of County Commissioners voted at this time not to enter into arbitration."

Session adjourned at 6:30 p.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
SPECIAL SESSION
MAY 23, 2012

PRESENT: Rod Runyon, Chair of County Commission
Sherry Holliday, County Commissioner
Scott Hege, County Commissioner
Tyler Stone, Administrative Officer

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

Also attending: Marty Matherly, Public Works Director and Arthur Smith, Project Manager.

Special Work Session to Tour County Roads in Need of Repair

The group departed Public Works in a van for a Road Tour of selected County Roads for the purpose of evaluating the Road Department recommendations. Conversation ensued with regards to the selected roads that the Commission would be seeing and the type of work being proposed for some of the road sections. The tour began in Mosier: On Hood River Road we stopped to view a projected area of concern to the Road Department and new signage. We also drove Carroll Road, Digger Road to Mosier Creek, Wyss Road, Mosier Creek Road, Godberson Road and Wilson Road. The tour then briefly circled the Mosier Public Works yard and went up the hill on State Road and over 7 mile to The Dalles. Sections were pointed out that are on the correction list.

In The Dalles, the Commission was shown several road areas within the City limits. Among those were portions of West 10th - Chenoweth Loop to Home Depot - that was built to City standards, but not taken by the City; Hostetler and Emerson were also noted as County Roads; Pomona, built to City standards, but never taken by the City. The tour continued down Snipes; 8th Street in that area was noted as a County Road, as was 7th Street heading West from Snipes.

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At The Dalles, the tour made a brief stop at the Public Works building and then proceeded to Lower 8-mile off east 2nd past Big Jim's and into the Columbia District out 15 mile near the Fulton Ranch. Mr. Matherly noted some heavy maintenance overlay was planned for a section here. The tour continued to Kelly Cutoff and Emerson Loop. Wrentham Market Road took us to Mason Road where we forded Jamison Creek. The tour then went to Fax Road and Ward Road to US 197.

As the tour proceeded, the group discussed projects on Dufur Valley Road and South Valley Road and headed for Maupin where the group made a brief survey of concrete barriers that may undergo some change near the Imperial River Company and a future Maupin City project to widen a portion of Bakeoven Road near the park. The County may be able to assist in the preparation of documents etc., but will wait until the Maupin City Council completes plans they are developing with the assistance of Brad DeHart, ODOT District Engineer.

Heading back, the tour went down Paradise Road into Tygh Valley, then up Wamic Market Road to the Wamic Grade project. The tour stopped to have Mr. Matherly discuss where the work stands and how it got to that point. He described several cuts in the hillside and further intentions. The tour then went back down the hill onto Fairgrounds Road and into the Fairgrounds to look at progress on the Hunt Park RV project. Finally, the tour left Tygh Valley by way of Shadybrook Road to Highway 97 returning to the Wasco County Public Works Building.

The tour ended. Marty asked if we had any questions or concerns. There were none and the session adjourned at 3:45 p.m.

WASCO COUNTY BOARD
OF COMMISSIONERS

Rod L. Runyon, Chair of Commission

Sherry Holliday, County Commissioner

Scott C. Hege, County Commissioner



WASCO COUNTY BOARD OF COMMISSIONERS
PUBLIC HEARING
WASCO COUNTY LIBRARY DISTRICT BUDGET
June 20, 2012

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

Chair Runyon opened the Public Hearing at 9:30 a.m. inviting the public to step forward and sign in if they wished to be heard. He then recognized Sheila Dooley, Library Administrator.

Ms. Dooley presented the proposed budget as approved by the Wasco County Library Service Budget Committee. The Budget Committee reviewed the proposed budget and approved the budget, with no changes, on May 9, 2012. No changes have been made to the proposed budget since that time and no changes are proposed at this time. She then reviewed the numbers in the attached budget. Chair Runyon asked if she was comfortable with the approved budget. She replied that there is a good unappropriated balance and she is happy with the budget.

Chair Runyon asked if actuals were used or if percentages were used in the budget process. Ms. Dooley responded that at the District level they use a percentage base on what the projected property taxes will be. We have been using 3%.

Chair Runyon reminded Mr. Stone of the conversation with the Extension Service District regarding including them in future County budget process meetings. He asked if there might be merit in also including the Library District in that process. He then explained to Ms. Dooley that approximately six to eight weeks prior to County budget hearings, a budget subcommittee has met with each department to review the previous budget and explore the planned budget. Ms. Dooley stated that Patrick Davis had brought that up at their budget meeting. Chair Runyon asked if that would be acceptable to her and she responded affirmatively. Chair Runyon said they would add the Library Service District to the interview list for next year. Ms. Dooley said she would plan on that.

Chair Runyon asked that Ms. Dooley talk about their plans for the reserve fund – unappropriated funds. Ms. Dooley explained that when the Library District was formed, the plan was to set aside at least \$50,000.00 each year as they projected that within ten years their expenditures would be higher than their revenues. The amount in currently in reserve is more than the \$50,000.00 per year level. Current plans are to raise the level of unappropriated funds too \$500,000.00 with a 10% contingency before considering an increase in services.

Chair Runyon asked about the administrative fee imposed by the City of The Dalles. Ms. Dooley replied that there was a 2.6% increase this year, but that the projected 90% collectables had come in at 93% which put the Library District in good shape. She said they are not happy with the fee, but feel stuck with it.

Chair Runyon asked if they had disputed any portion of it. Ms. Dooley replied that they had not. She explained that they had made efforts to determine what the actual fee should be, but found it very difficult to arrive at a hard number.

Chair Runyon asked what projects were ongoing for the Dufur and Maupin libraries. Ms. Dooley replied that Maupin would like to add on to their building and are saving money each year toward that project.

Mr. Stone had attended a Library District meeting where there was discussion about the City of The Dalles charging rent for the Library. He inquired as to the status of that possibility. Ms. Dooley replied that there had been a bond that paid for the library building and property and so there is really no justification for the City to charge rent. Although she did read an article in The Dalles Chronicle in which the Mayor expressed his opinion that they Library should pay \$75,000.00 per year, she has not seen any support for that. Commissioner Holliday agreed saying that she had attended a City Council meeting at which the subject had been discussed and found no support for the idea.

Chair Runyon asked if there was anything else Ms. Dooley would like to report on. She responded that the Library Board is concerned about the size of the Maupin Library building so they are going to meet with the City of Maupin to learn what their plans are for either enlarging the existing building or building a new one.

She also reported that the Library Foundation has formed a building committee which is raising matching funds for the children's addition. They will be presenting at the Chamber of Commerce on September 7, 2012. There are about ten people on the committee and they are recruiting for more.

Suzanne Goolsby, Senior Library Technician, reported that they had 166 children at the The Dalles Library yesterday for a program paid for by one of the local orchardists. Nine more similar programs are planned for the summer. In addition, The Dalles Library has a teen summer reading program with seventeen teens signed up, an elementary summer reading program with one-hundred twenty-eight signed up, and a toddler

program with forty-nine kids attending last week. Maupin and Dufur will also be running summer programs.

Chair Runyon opened the floor to the public for comment. There being none, he closed the public testimony portion of the hearing and the Board entered in to deliberations.

{{{Commissioner Holliday moved to adopt the 2012-2013 Library District Budget Axillaries and Appropriations. Commissioner Hege seconded the motion for Resolution 12-001. The motion passed unanimously.}}}

The Public Hearing was adjourned at 9:44 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
June 20, 2012

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

At 9:00 a.m. Chair Runyon called to order the Regular Session of the Board of Commissioners and called for comment from the public, department heads and/or Mr. Stone. There being none, he asked for any additions to the agenda. Mr. Stone requested a formal motion to support the decision made at the 6.6.2012 session approving the WCCCF hiring of their current volunteer to a temporary, part-time Office Assistant I position.

Chair Runyon added the transparency ratings to the Discussion List.

Discussion List Item – WCCCF Personnel

{{{Commissioner Holliday moved to approve the WCCCF hiring of their current volunteer to a temporary, part-time position. Commissioner Hege seconded the motion which passed unanimously.}}}

Discussion List Item – Mapping Agreement

Tim Lynn, County Assessor, explained that this is an annual contract already budgeted as an expense. The contract is with the Department of Revenue for cartography.

Chair Runyon asked if some of this work might be done within the County GIS rather than contracting it out. Mr. Lynn responded that cartography and GIS are not the same. The cartography actually provides the basis for the GIS system. It is actually less expensive to contract out than to hire a county employee to do the same thing as cartographers are hard to find and therefore expensive to employ.

He went on to explain that the amount of the contract reflects the maximum possible charge and it will most likely be somewhat less than that maximum.

{{{Commissioner Holliday moved to approve the Department of Revenue Contract #2938. Commissioner Hege seconded the motion which passed unanimously.}}}

Discussion List Item – Wasco County Veterans Service Office Report

Mr. Stone reviewed the report provided by the VSO and included in the Board Packet. Chair Runyon pointed out that although the number of veterans residing in Wasco County has declined, the amount of compensation has increased. Mr. Stone added that the compensation and pension dollars being paid to area veterans has increased by more than a million dollars over last year. Chair Runyon noted that the VSO has a robust and dedicated group of volunteers who keep the office running smoothly.

Further discussion ensued regarding the lease for the VSO office with the City of The Dalles. The lease has been renewed for one year. Chair Runyon emphasized the importance of the Veterans Service Office maintaining a presence in the downtown area.

Discussion List Item – Statement of Support for Columbia River Gorge Commission Consensus Leadership

Commissioner Runyon summarized the letter which was included in the Board Packet. Commissioner Hege stated that he thinks the intent of the letter is good and it is his hope that there will be true collaboration as a result.

{{{Chair Runyon moved to support the letter proposed by Darren Nichols regarding support for Columbia River Gorge Commission Consensus Leadership. Commissioner Hege seconded the motion which passed unanimously.}}}

Discussion List Item – Transparency Ratings

Commissioner Hege stated that he had seen an article in the AOC newsletter that reported on website transparency rankings set by the Sunshine Review for all U.S. counties. In reviewing the data, Commissioner Hege found that many of the items which Wasco County was found lacking, actually do exist on the County website. He contacted the organization, providing links that demonstrate the existence of the information. They promised to review and re-grade the

Wasco County website which currently has a grade of D-. Commissioner Runyon pointed out that the report information is two years old and that there have been many improvements to the Wasco County website over the last eighteen months and more improvements are planned.

Public Comment – Crates Point Debt Payments

Marilyn Clifford reported that she had just attended a City Council meeting for the City of The Dalles where Mayor Wilcox publically announced that two Wasco County Commissioners supported the City no longer making the \$25,000.00 debt payment that the City had previously agreed to pay toward the Discovery Center. Then she learned that the City planned to spend those funds rather frivolously. As a County resident, she is frustrated. She stated that other County residents were also frustrated, feeling that the County has done a better job of spending money and putting veterans first.

Chair Runyon commented that he has not expressed any support; no one from the City has asked him about it. He inquired if anyone had asked the other Commissioners, both of whom replied that they had not been contacted regarding their opinion on the subject. Ms. Clifford was glad to hear the Commission get that on the record.

Commissioner Hege asked how the County would accommodate the \$25,000.00 change. Mr. Stone explained that there would have to be discussion and a change to the 2012-2013 budget would require a budget adjustment.

Chip Wood, Commission candidate, asked for further explanation. Commissioner Hege explained that the City of The Dalles basically removed \$25,000.00 of revenue from the County that would have gone toward the Discovery Center bond. The County will now need to adjust the budget to accommodate the reduction in revenue. Chair Runyon added that as he understood it, the reason the city was contributing to the bond payments in the first place had to do with infrastructure which the City will eventually own. He went on to explain that the County does not receive any direct benefit from the Discovery Center, while the city gains revenue through motel/hotel taxes, etc., from visitors to the Discovery Center.

Ms. Clifford reminded the Board that it is not final, but only proposed in the City budget. She urged people to make their feelings on the subject known.

**Consent Agenda – Order Canceling Delinquent Property Taxes,
Newspaper Designation**

There was a brief discussion regarding the process of notifying taxpayers of delinquent tax cancellation – since all cancellations are for under \$5.00, it would not be cost effective to send out notifications.

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

Recess at 9:30 a.m. in order to open Public Hearing for the Wasco County Library District Budget

Reconvened at 9:50 a.m.

Agenda Item – Planning Department Strategic Plan

John Roberts, Planning Director, presented a power point (attached) outlining the Planning Department's Strategic Plan. He introduced his entire staff and then began by explaining their goal is to be effective and bring more meaning into the department's mission and values. He is confident in his team. After reviewing the plan for the Board, Mr. Roberts asked for their feedback.

Chair Runyon explained that when the process of strategic planning began for the county, they wanted to be sure they were not creating documents that would just be produced and shelved. He commended Mr. Roberts and his staff for setting systems in place to keep the plan alive and in use.

Commissioner Hege expressed appreciation for their use of the core values and hopes they use them as cornerstones of what they do day to day. He also commended their support of the public in problem-solving issues.

Commissioner Hege asked the planning staff how they felt about the plan. He wondered what the biggest concern would be in undertaking the implementation of the strategic plan. Joey Shearer, Associate Planner, responded that there are a lot of internal policies that can be changed and improved that will have significant and immediate impact. The larger questions are more difficult, but he believes the part of the plan that asks staff to participate weekly in community meetings will go a long way towards positive change within the department. It will help the department to not just respond to "squeaky wheels" but to hear what the community at large wants from their Planning Department.

Mr. Stone commended the Planning Department, as well as others who have developed plans, for all the hard work that has gone into creating the plans that will feed into the overall strategic plan for the County. Jeanette Montour, Senior Planner, asked how the department plans tie into the County Plan. Mr. Stone explained that the county set six focus areas that are to be included in every department's strategic plan. Once all those plans are set, data from each of those areas can be aggregated into one county report.

Commissioner Hege added that it will also provide the Board with some direction as to what the County's resources are – not just in money, but also in skills. It should also help departments become more efficient as we move through hard economic times.

Commissioner Holliday provided some history, explaining how much of the Planning Department's time had been tied up in codes enforcement and that with the addition of a codes enforcement officer, the rest of the department has been freed up to do more. She commended Keith Cleveland, Codes Compliance Officer, for his great work and the entire department for their grace and professionalism in doing their jobs.

Mr. Roberts stated that they will be re-evaluating the plan early next year with March as the target presentation date.

Session recessed the session at 10:43 a.m.

Session reconvened at 10:48 a.m.

Agenda Item – Old/New Armory

Jim Willeford, Chief of Construction for the Oregon Military Department, and Brigadier General Mike Caldwell, Oregon State Defense Force, were present to brief the Board on plans for the demolition of the old Armory and construction of the new Armory in The Dalles.

Construction of the new Armory commenced immediately following the ground breaking ceremony with September, 2013, set as the target date for completion. The project has been designated as a Net Zero energy site, which may not be achieved by occupancy; but will be achieved by completion.

Commissioner Hege asked what their approach would be to achieve Net Zero. Mr. Willeford replied that they are moving forward, taking the neighborhood concerns into consideration with a desire to maintain a good community relationship. They will improve air-tightness and reduce energy demand, using a

ground source heat pump and a number of other energy efficient systems. They may also use small scale wind energy and/or solar energy.

Discussion followed regarding the ORSDF's experience in building other armories located on college campuses. Columbia Gorge Community College will be able to use the building five days a week. Although the military culture is very different from the collegiate culture, they have historically been able to resolve any issues and work well together.

Gen. Caldwell then explained that the ORSDF had agreed to help raze the lot where the existing armory stands and have begun to raise the funds to do that. The goal is to bring it to a state of readiness for whatever the County wants to do with it. He asked for the Board's support for the work. He went on to say that although there is no asbestos in the main structure, there is some in the floor tiles and promised to abate those. They have not looked at the back lot, but plan to do so.

Chair Runyon expressed his appreciation for the General's direct statements and asked if Mr. Willeford would be the Board's contact for the razing of the lot. Mr. Willeford replied affirmatively.

Chair Runyon asked if they had mitigated the neighbors' concerns regarding access to the park. Mr. Willeford responded that they had no plans to close trails but if it became necessary, as the result of liability issues, to close trails, the college has agreed to open trails to the south. He added that there would be no firing of weapons at the site and there would be no ammunition stored there.

Chair Runyon thanked the gentlemen for their candor and expressed the County's enthusiasm regarding the plan and the relationships with all the stakeholders – City, County and College. In the long run, the Board believes this will be a great asset to Wasco County.

Agenda Item – County Insurance Report

Mike Courtney, Courtney Insurance, reviewed the report provided to the Board in their packets (attached). For auto insurance through CIS, the County can save up to 25% through the retrospective deductible and have been able to save \$22,000.00 over the past three years.

Workers comp through SAIF has been excellent and although the Wasco County's insurance modification usually remains below the average of 1%, we are currently at 1.02% - down from 1.11%. Although SAIF offers a variety of payment plans, the County pays annually and as a result, saves 4%.

Mr. Courtney went on to explain that SAIF has hired a loss control officer located in The Dalles. He is available for support any time and has already proved useful.

{{{Commissioner Holliday moved to approve the SAIF renewal as well as the CIS proposal for 2012-13. Commissioner Hege seconded the motion which passed unanimously.}}}

Commission Chair Runyon adjourned the regular session at 11:55 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
SPECIAL SESSION
June 27, 2012

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

At 9:00 a.m. Chair Runyon called to order the Special Session of the Board of Commissioners and asked for any additions or corrections to the agenda. There being none, he called for comments from department heads or the public. Dick Murray stepped forward to speak.

Mr. Murray stated that he had been to the Board previously requesting license plates be required for bicyclists using county roads. He complained that they park four-abreast on the corner of Seven Mile Hill Road. He went on to say that he doesn't want the blood on his bumper; it's cheaper to kill them and if he has to back up over them, he has to hit them. Furthermore, he expressed his opinion that if he does hit someone, having been to the Board twice, they would be culpable for his actions.

Mr. Murray continued by saying that he had written to Chair Runyon regarding Circuit Court Judge Janice Wilson. He wanted to know if they were going to impose sanctions on Judge Janice Wilson for violating County ordinance. He claimed that the written response from Chair Runyon was unresponsive. He then wrote a second letter to all three Commissioners asking if they were going to punish her and if not, why not.

He then warned the Board that he would be going on the radio at 10:20 a.m. saying, "You really ought to listen to it because after I get done with you, and you drew first blood, you're not going to like it. Your insurance rates are going up. Thank you for your time. My three minutes are up."

Mr. Runyon thanked Mr. Murray who then departed.

Discussion List Item – Public Health School Nursing Contract

Teri Thalhofer, Public Health Director, explained that each year they have school nursing contracts that renew with Columbia Gorge ESD, Dufur, Sherman County Schools and South Wasco County School District. There are no changes to the contracts.

Commissioner Hege asked what the approximate total amount of revenue from these contracts is. Ms. Thalhofer responded that last year it was \$6,256.00. He then wanted to know how that balances with the cost of the program. Ms. Thalhofer explained that the program is subsidized out of general fund dollars; it is difficult to know exactly how much it costs since the nurse stops by the schools while making her rounds throughout the County. Commissioner Hege asked what she thought would happen if they didn't provide the school nurse. Ms. Thalhofer replied that Wasco County has one of the highest rates of teen pregnancy in the state which she believes is related to the fact that Public Health does not provide the school nurse for North Wasco County School District #21.

Commissioner Holliday pointed out that in the more rural areas of Wasco County, the school nurse is an integral part of health care for the school-aged children.

{{{Commissioner Holliday moved to approve for School Nursing contracts between NCPHD and Columbia Gorge ESD, Dufur School District, Sherman County School District and South Wasco County School District. Commissioner Hege seconded the motion which passed unanimously.}}}

Discussion List Item – Wasco County Commission on Children and Families Contracts

Molly Rogers, Youth Services Director, appeared for Christa Rude, WCCCF Administrator. She explained that the contracts represent continuation of funding for CASA, Haven, and The Next Door, Inc. While WCCCF is no longer the fiscal agent for CASA's pass-through dollars, WCCCF has been providing supplemental funds to support CASA programs.

Commissioner Hege asked for an explanation of the language in the NDI contract outlining the receipt of up to \$15,000.00 in Medicaid earnings through Healthy Start. Ms. Rogers explained that NDI is the Healthy Start Provider for Wasco County. Medicaid matches eligible funds spent by Healthy Start. Since the amount of funds eligible for match fluctuates, predetermination is not possible. Therefore, the amount is up to \$15,000.00 rather than a specific amount.

{{{Commissioner Hege motioned to approve recommendation from the Wasco County Commission on Children and Families for the funding 2012-2013 allocations. Commissioner Holliday seconded the motion which passed unanimously.}}}

Discussion List – Intergovernmental Office Space Lease Agreement Amendment

Ms. Rogers explained that this is an ongoing lease with one notable change – previously the Oregon Youth Authority had provided some in-kind sharing of the space but will now lease it wholly. OYA has agreed to allow Youth Services to use their video conferencing system that connects with NORCOR. The OYA building is not staffed after 1:00 p.m. each day. Molly asked that her office be provided with keys which would allow Youth Services access to the video system when the OYA building is not staffed. In addition, Youth Services is able to provide access to the building when OYA transport staff cannot get in. Fred Davis, Facilities Manager volunteered that he does have a key and agreed to provide one to Youth Services.

Chair Runyon asked who pays the utilities for the property. Ms. Rogers was not sure. Mr. Davis interjected that he believes the County pays those bills, but he would have to confirm that with Sue Stephens who processes those bills.

{{{Commissioner Holliday moved to approve the Intergovernmental Lease Amendment with OYA. Commissioner Hege seconded the motion adding that for future amendments, he would like to see the original lease as well as have a recommendation from the County Administrator. The motion passed unanimously.}}}

Discussion Item – Warm Springs Contract

Marty Matherly, Public Works Director, explained that they had not expected this contract for noxious weed control. Previously, the Warm Springs Tribe had contracted with the county for weed control. However, a few years ago they discontinued the service. They are now returning to the County to contract for noxious weed control.

Commissioner Hege asked if this is a fixed price contract or fee for service contract. Mr. Matherly explained that they worked out what areas the Tribe wanted to control and provided them a breakdown of costs. The numbers in the contract reflect a maximum charge. The Tribe will be billed incrementally as service is provided.

Commissioner Hege noted that the contract was developed by the tribe and wanted to know if it has been approved by County Counsel. Ms. White produced the contract which included Mr. Nisely's approval stamp and signature.

{{{Commissioner Holliday moved to approve the contract to provide noxious weed control to the Warm Springs Tribe. Commissioner Hege seconded the motion which passed unanimously.}}}

Discussion Item – Amendment #1 to Prevention Agreement between Wasco County and Mid-Columbia Center for Living

Commissioner Hege explained that the contract came to the Center for Living Board for pass-through funding. Each county gets the same block of money, Wasco County's goes through Center for Living.

Commissioner Runyon requested that future contract approvals include a representative of the contracting agency to answer any questions the Board may have.

{{{Commissioner Holliday moved to approve Amendment #1 to the Wasco County Prevention Agreement between Mid-Columbia Center for Living and Wasco County. Commissioner Hege seconded the motion which passed unanimously.}}}

Discussion Item – Library Board Appointment

Sheila Dooley, Library Administrator, explained that they had one applicant to serve as the Dufur representative to the Library Advisory Board. Margaret Brewer's appointment is supported by the City of Dufur; she is a long-time patron of both The Dalles and Dufur libraries. She comes with ideas to reach the under-served as well as encouraging life-long learning.

{{{Commissioner Hege moved to approve Order 12-031 appointing Margaret Brewer to the Wasco County Library Service District Board of Directors. Commissioner Holliday seconded the motion which passed unanimously.}}}

Discussion Item – Fee Schedule Ordinance

Ms. White explained that when she originally created the amended Fee Schedule Ordinance, she was not aware that she needed to merge the new fees into the existing schedule. What she had created reflected only new fees and changes to existing fees. Everything in the new order is what had previously been approved and is now formatted as it should have been originally.

{{{Commissioner Holliday moved to approve the reformatted Ordinance 12-013. Commissioner Hege seconded the motion which passed unanimously.}}}

Discussion Item – Amended Personal Property Tax Order

Ms. White explained that in the original order the language should have been “Personal” Property Tax rather than “Real” Property Tax. The error was not detected until after the order had been signed. Counsel recommended writing this amended order that reflected the correct language. With the exception of the change from “Real” to “Personal” it is exactly the same order previously approved by the Board.

{{{Commissioner Hege moved to approve Amended Order 12-030 Cancelling Personal Property Taxes. Commissioner Holliday seconded the motion which passed unanimously.}}}

Agenda Item – Wasco County Ambulance Service Area Applications

Mike Davidson, Wasco County Emergency Manager, explained that he has received applications from everyone with the exception of Dufur. He has contacted Dufur – they have received the application packet but have not yet responded. He has reviewed all received applications and corrected any anomalies with the permission of the applying entity. Hood River did not provide a budget document, although they did reference the City of Hood River Budget which is available online.

Fossil marked that they are not familiar with the Wasco County Ordinance which is included in the application. Commissioner Runyon asked that Mr. Davidson contact them, encourage them to review the ordinance and answer any questions they may have.

Commissioner Holliday noted that Wamic had not provided the requested financial information. Commissioner Runyon pointed out that Wamic does not have a mutual aid agreement with any of the surrounding ASA's. Commissioner Holliday explained that they may not have the staffing to be able to cover other ASA's when that becomes necessary.

Some discussion followed regarding the terms of the agreements.

Commissioner Runyon asked if the lack of financial information would prevent them from going forward with the Wamic application. Mr. Davidson responded that we require the financial information for proof of stability. Commissioner Holliday volunteered that she has personal knowledge of Wamic's financial soundness. She recommended making the motion to approve their application contingent upon them providing the required financial data.

Some discussion ensued regarding the lack of application from Dufur. Mr. Davidson suggested that Dufur be granted a 30-day extension to allow Dufur time to get their application in while still providing service to their assigned area.

{{{Commissioner Holliday moved to approve the ASA contracts that have been received with Pine Hollow's (Wamic) approval contingent upon their submission of financial data. Commissioner Hege seconded the motion which passed unanimously.}}}

Commissioner Hege reminded the other Commissioners about a discussion that had occurred at a previous session regarding the relationship between Mid-Columbia Fire and Rescue and the Sheriff's Department. He reported that he was continuing to pursue that conversation and would keep them informed.

{{{Commissioner Holliday moved to grant a 30-day extension, beginning July 1, 2012, as an ASA to the City of Dufur in order to allow them time to submit their ASA application. Commissioner Hege seconded the motion which passed unanimously.}}}

Commissioner Holliday suggested that the Board send a letter of thanks to all the volunteers who serve as emergency responders in the ASA areas.

Mr. Davidson asserted that letters would need to go out notifying the ASA's of the approvals. Chair Runyon asked that he work with Ms. White to develop that letter.

General Discussion – Fair Grounds Construction

Mr. Davis reported that the work at the fairgrounds is substantially completed and looks good. Payment will be made for the current billing; however, there are some details being wrapped up and he will withhold final payment until all the work is complete. Some general discussion followed regarding the details of making payment as well as what obstacles were encountered during construction. Overall, the work went smoothly and the improvements will be of long-term benefit to the County.

Mr. Davis added that he is in agreement with Ms. Morris regarding the need to modify the contract process to align with modern practices. Marty Matherly - Public Works Director, Arthur Smith – Project Manager, Tyler Stone – County Administrator and Mr. Davis will be working on this project. Chair Runyon suggested that Ms. Morris be included in the discussion; Mr. Davis agreed and also mentioned that they would be submitting final documents to Eric Nisley, County Counsel for review. Ms. Morris suggested that Mr. Nisley be brought in earlier in the process to help build the framework. Mr. Davis agreed.

Commissioner Hege reported that there are some outstanding issues with the fairgrounds work one of which is the new configuration for traffic flow. He suggested that it needs to be addressed by the fair board to head off problems arising from people trying to enter as they have in years past.

Further discussion ensued regarding the processing of change orders adjusting costs. Ms. Morris and Mr. Davis are working to satisfy process requirements. Chair Runyon will approve the change order with a caveat: our facilities manager believes that the changes were based on discovery, for the most part, and felt that we were within the set goals of the project.

General Discussion

Commissioner Holliday announced that people at **Portsmouth** Park are going to appeal the forest land classification, but the appeal will be heard by Circuit Court.

There was further discussion regarding current events and articles in The Dalles Chronicle.

Ms. White asked what the Commissioners' preference would be regarding the opening of incoming correspondence. They agreed that, other than obviously personal mail, they would prefer that it be opened. In addition, Chair Runyon,

prompted by a conversation with administrative staff, asked Commissioners to notify staff when they entered or left the Court House in order to help them direct phone traffic.

Commission Chair Runyon adjourned the regular session at 10:19 a.m.

WASCO COUNTY BOARD
OF COMMISSIONERS

Rod L. Runyon, Chair of Commission

Sherry Holliday, County Commissioner

Scott Hege, County Commissioner

Consent Agenda Item
Ban on Residential Burning

- [Order 12-032 Declaring a Ban on Residential Burning](#)

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

IN THE MATTER OF DECLARING A BAN)
ON RESIDENTIAL BURNING IN) ORDER #12-032
WASCO COUNTY, OREGON)

NOW ON THIS DAY, the above-entitled matter having come on regularly for consideration, said day being one duly set in term for the transaction of public business and a majority of the Board of Commissioners being present; and

IT APPEARING TO THE BOARD: That local fire officials have identified a need to ban all residential burning in Wasco County, Oregon until the fire danger has been reduced; and

IT FURTHER APPEARING TO THE BOARD: That fire agencies located within Wasco County have designated a complete ban on all residential burning within their jurisdiction; and

IT FURTHER APPEARING TO THE BOARD: That due to the extreme fire conditions in Wasco County, Oregon it is imperative that a ban on all residential burning be declared, which includes piles and burn barrels,

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for those areas in Wasco County that lie outside the boundary of an officially recognized Fire Protection District.

NOW, THEREFORE, IT IS HEREBY ORDERED: That a ban on all burning, which includes piles and burn barrels, for areas outside the boundary of an officially recognized Fire Protection District in Wasco county is hereby ordered to become effective on August 2, 2012, at 12:01 a.m. and will remain in effect until it is determined by local fire officials that said burning ban can be lifted.

DATED this 1st day of August, 2012.

WASCO COUNTY BOARD
OF COMMISSIONERS

Rod L. Runyon, Commission Chair

Sherry Holliday, Commissioner

Scott C. Hege, Commissioner

APPROVED AS TO FORM:

Eric J. Nisley
Wasco County District Attorney

Consent Agenda Item
Dog Hearing

- [Incident Report](#)
- [Order 12-033 Setting Date for Dog Hearing](#)



COPY

Wasco County Sheriff's Office INCIDENT REPORT

Closed

S120467 REPORT NUMBER

BOARD OF Co. Comm DDA CARPENTER

BB

AGENCY WCSO CAD EVENT 12003775 RELATED CASES
CLASSIFICATION 609.155 Impound for Harming or chasing livestock
MAJOR VIOLATION 609.155 STATUS CLOSED INV
DISPOSITION CLOSED INV
OFFENSES 609.155 Impound for Harming or chasing livestock

REPORTED 07/23/12 09:29 MON OCCURRED 07/23/12 08:00 MON TO 07/23/12 09:00 MON

LOCATION [Redacted]

PREMISE CITY THE DALLES 97058 AREA 4 N/A N/A 4

- NATURE checkboxes: Computer Used, Alcohol Related, Drug Related, Gang Related, Search & Rescue, Hate/Bias, Officer Assault, Senior Citizen, Juvenile, National Forest, Child Abuse, Domestic Violence, Search Warrant, Narcotics, Marine, Arson, Warrant Arrest, Sex Crime, Person Crime

OFFICER 44386 WILLIAMS, SCOTT REPORT FILED 07/23/12 00:00
APPROVED 44386 WILLIAMS, SCOTT APPROVAL DATE 07/23/12 16:02

SYNOPSIS

Elizabeth Turner called to report Kathleen Mcfarlane's dog Murphy had killed her chicken. Kathleen was cited for her dog killing livestock.

SIGNATURES

Submitted By [Signature] ID [Redacted] Date [Redacted]
Approved by [Signature] ID 44386 Date 7/23/12
Assigned to [Redacted] ID [Redacted] Date [Redacted]

to



Wasco County Sheriff's Office INCIDENT REPORT

S120467
REPORT NUMBER

NAMES

CR REFERENCE # 1 SYSTEM # 1 INVOLVEMENT Juvenile VI Victim Non-Disclosure TYPE Individual

NAME TURNER, ELIZABETH A

ADDRESS [REDACTED] PHONE [REDACTED]

THE DALLES, OR 97058

ALT.ADDRESS [REDACTED] PHONE [REDACTED]

DOB [REDACTED] AGE 60 SSN [REDACTED]

DL NO [REDACTED] FBI ID [REDACTED]

LOCAL ID [REDACTED] STATE ID [REDACTED]

DESCRIPTION SEX F RACE W HAIR BRO HEIGHT 66 WEIGHT 140 ETHNICITY N

CAUTION [REDACTED] POB [REDACTED]

EMPLOYER [REDACTED] PHONE (541) [REDACTED]

ADDRESS [REDACTED] RES.STATUS R

OCCUPATION [REDACTED]

COMMENTS [REDACTED]

ADDITIONAL INFO VICTIM OF 609.155 - Impound for Harming or chasing livestock

INJURY [REDACTED]

RELATIONSHIP Name Entry No. 2 02 STRANGER

CR REFERENCE # 2 SYSTEM # 2 INVOLVEMENT Juvenile PC Person Cited Non-Disclosure TYPE Individual

NAME MCFARLANE, KATHLEEN C

ADDRESS [REDACTED] PHONE [REDACTED]

THE DALLES, OR 97058

ALT.ADDRESS [REDACTED] PHONE [REDACTED]

DOB [REDACTED] AGE 64 SSN [REDACTED]

DL NO [REDACTED] FBI ID [REDACTED]

LOCAL ID [REDACTED] STATE ID [REDACTED]

DESCRIPTION SEX F RACE W HAIR BRO EYES GRN HEIGHT 64 WEIGHT 135 ETHNICITY N

CAUTION [REDACTED] POB [REDACTED]

EMPLOYER [REDACTED] PHONE (541) [REDACTED]

ADDRESS [REDACTED] RES.STATUS R

OCCUPATION [REDACTED]

COMMENTS OWNER OF MURPHY, AIRDALE TYPE DOG.

ADDITIONAL INFO [REDACTED]



Wasco County Sheriff's Office INCIDENT REPORT

S120467

REPORT NUMBER

PROPERTY

CR REFERENCE #	SW1	INVOLVEMENT	<input checked="" type="checkbox"/> Submitted to Property E Evidence	<input checked="" type="checkbox"/> Evidence SYSTEM # 1	<input type="checkbox"/> In Custody PROP.ROOM #
TYPE	75	MISCELLANEOUS INCLUDING: DIGITAL PHOTOS			
QUANTITY	0		NCIC CODE		
BRAND				COLOR	
SERIAL				MODEL	
LOSS VALUE	\$0.00			OAN	
RECOVERED VALUE	\$0.00			AGENCY	
COMMENTS	DOWNLOADED TO COMPUTER EVIDENCE BY 25 ON 07/23/12			AGENCY	BY 44386 WILLIAMS, SCOTT
	<input type="checkbox"/> Disposed		DATE	DISPOSITION	
	<input type="checkbox"/> Hold		DATE	BY	
TAG SECTION			BAR CODE I.S120467-001	CUSTODY DATE	
			AREA	SHED	

CR REFERENCE #	2	INVOLVEMENT	<input type="checkbox"/> Submitted to Property D Damaged	<input type="checkbox"/> Evidence SYSTEM # 2	<input type="checkbox"/> In Custody PROP.ROOM #
TYPE	269	OTHER ANIMALS (COMMON FARM STOCK) CHICKEN			
QUANTITY	1		NCIC CODE		
BRAND				COLOR	
SERIAL				MODEL	
LOSS VALUE	\$50.00		DATE 07/23/2012	OAN	
RECOVERED VALUE	\$0.00		DATE	AGENCY	
COMMENTS	HEN DESTROYED BY MURPHY (AIRDALE DOG)			AGENCY	BY 44386 WILLIAMS, SCOTT
	<input type="checkbox"/> Disposed		DATE	DISPOSITION	
	<input type="checkbox"/> Hold		DATE	BY	
TAG SECTION			BAR CODE	CUSTODY DATE	
			AREA	SHED	
ASSOC. NAMES	REL.	REF #	NAME	DOB	
	OW	1	TURNER, ELIZABETH A	[REDACTED]	



**Wasco County
Sheriff's Office
INCIDENT REPORT**

S120467

REPORT NUMBER

NARRATIVE

REPORTED BY 44386 WILLIAMS, SCOTT

REPORT FILED 07/23/2012

On Monday, 07/23/12, I met with Elizabeth Turner at her residence, [REDACTED]. She had a brown full size dog tied up to a tree near her house. This is an Airdale type dog named "Murphy", I later learned belonged to Kathleen Mcfarlane who lives at [REDACTED]. She told me that Kathleen lives about a mile down the road from her house. She knows this to be Kathleen's dog because last week the dog followed her home. She said she kept trying to chase the dog off but it followed her home anyway. At that time the dog started to chase a chicken and she grabbed it before it could and she tied the dog up. Elizabeth called Kathleen and she came and picked the dog up. Elizabeth also told me that Murphy also chases cars on the roadway in front of Kathleen's house.

Elizabeth said that the dog is very friendly and not aggressive to people but seems to chase cars and animals. She then told me that this morning about 7:30 am she let her 3 chickens out of the tack room in her barn as they sleep there at night. She has 2 hens and a rooster. She went back to the house with her two dogs at that time. Her dogs were with her the entire time she was away from the chickens. She returned to the barn between 8:00am and 9:00am to find Murphy standing in the doorway. Just inside the barn was one of her dead hens. There was feathers all over the barn. The rooster had flown up into the rafters and she was missing the other hen. We later located the missing hen alive. The dead hen appeared to have been mauled for the amount of feathers found in the barn.

She described her chickens to be about 3 years old and she had sentimental value in them when I asked how much a chicken was worth. She agreed it was worth about \$50.00. She was concerned about Murphy returning if taken home and killing the rest of her chickens and barn cats.

Elizabeth said that she believed Murphy was a good dog and needed to be somewhere it was penned up at all times. She said she would shoot the dog if it came back and she didn't want to do that. I told her she could protect her livestock if she needed to.

When looking into this I learned that Murphy was licensed through Wasco County at this time. His license number is 1424. I also learned that Murphy had also killed a small dog last year, ref S110527, and she was convicted of having a Dog at Large. With this information I seized Murphy and transported him to Home at Last.

I called Kathleen and asked her to meet me at The Sheriff's Office. Kathleen met me and I told her that Murphy had killed a neighbor's chicken and I had taken him to Home at Last. I issued her a citation for Murphy killing livestock ORS 609.155. I told her that I would be forwarding this to the Board of County Commissioners and to DDA Carpenter. She said it was not the dogs fault but it was hers because she didn't tie Murphy up this morning which she said she usually does when she goes to town. I told her that she would be contacted by the Board of County Commissioners for a date and time of a hearing in this matter.

Action Recommended: Refer to Board of County Commissioners, and DDA Carpenter.

Submitted by: Sgt Scott Williams

OREGON UNIFORM CITATION AND COMPLAINT

Use for All Violations or Crimes Where Separate Complaint Will Not Be Filed/ORS 153.045 or 133.069

<input type="checkbox"/> CRIME(S) (See A on Back)	OR (Not Both)	<input checked="" type="checkbox"/> VIOLATION(S) (See B on Back)	<input type="checkbox"/> Traffic <input checked="" type="checkbox"/> Other <input type="checkbox"/> Wildlife <input type="checkbox"/> Boating <input type="checkbox"/> Commercial Fishing
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STATE OF OREGON } Docket No. County Ct.
 CITY/OTHER PUBLIC BODY _____ } Court: Justice
 COUNTY OF WASCO } Municipal Circuit
 } Juvenile Tribal
 } Community Peer

COMPLAINT
36627

THE UNDERSIGNED CERTIFIES AND SAYS THAT THE FOLLOWING PERSON:

ID Type <input type="checkbox"/> CDL <input type="checkbox"/> Non-CDL	ID No. <u>1702449</u>	State <u>OR</u>	License Class
Name: Last <u>McFARLANE, KATHLEEN C.</u>		First <u>C.</u>	MI
Address [REDACTED]		Tel No.	
City <u>THE DALLES, OR</u>	State <u>OR</u>	Zip Code <u>97058</u>	Def is: <input type="checkbox"/> Passenger <input type="checkbox"/> Employed to drive <input type="checkbox"/>
Sex <u>F</u>	Race <u>W</u>	DOB <u>5/4/48</u>	Height <u>64</u>
		Weight <u>135</u>	Hair
			Eyes

AT THE FOLLOWING TIME AND PLACE IN THE ABOVE-MENTIONED STATE AND COUNTY:

Offense Date on or about	Month <u>7</u>	Day <u>23</u>	Year <u>12</u>	Time <u>8-9</u>	<input type="checkbox"/> AM <input type="checkbox"/> PM	<input type="checkbox"/> Highway <input type="checkbox"/>	<input type="checkbox"/> Premises open to public
At or near Location: [REDACTED]							

INVOLVING THE FOLLOWING:

Type	Regis/VIN/ID No.	State	<input type="checkbox"/> Accident <input type="checkbox"/> Injury
Vehicle year, make, model, style, color, OR Other, describe:			<input type="checkbox"/> Property Damage <input type="checkbox"/> Endanger others
Other			<input type="checkbox"/> Driver not Reg. Owner <input type="checkbox"/> Haz Material
			<input type="checkbox"/> Com. Vehicle

DID THEN AND THERE COMMIT THE FOLLOWING OFFENSE(S):

1. Violated (cite ORS/ORD/rule) <u>609.155</u>	Describe <u>Dog Killing LIVESTOCK</u>	Alleged Spd	Designated Spd	Posted Limit <input type="checkbox"/>	Radar <input type="checkbox"/>
				<input type="checkbox"/> VBR	<input type="checkbox"/> Pace
<input type="checkbox"/> Intentional <input type="checkbox"/> Knowing <input type="checkbox"/> Reckless <input type="checkbox"/> Criminal negligence	<input type="checkbox"/> Safety Corridor	1. Presumptive Fine:			
<input type="checkbox"/> No culpable mental state	<input type="checkbox"/> Pstd Sch Zn <input type="checkbox"/> Hwy Wk Zn				
2. Violated (cite ORS/ORD/rule)	Describe	2. Presumptive Fine:			
<input type="checkbox"/> Intentional <input type="checkbox"/> Knowing <input type="checkbox"/> Reckless <input type="checkbox"/> Criminal negligence <input type="checkbox"/> No culpable mental state					
3. Violated (cite ORS/ORD/rule)	Describe	3. Presumptive Fine:			
<input type="checkbox"/> Intentional <input type="checkbox"/> Knowing <input type="checkbox"/> Reckless <input type="checkbox"/> Criminal negligence <input type="checkbox"/> No culpable mental state					
OTHER					Expt.

I certify under ORS 153.045 and 153.990 and under other applicable law and under penalties for false swearing, do swear/affirm that I have sufficient grounds to and do believe that the above-mentioned defendant/person committed the above offense(s) and I have served the defendant/person with this complaint.		Officer(s) Agency ID <u>20650</u>
Date Issued <u>7/23/12</u>	1st Officer Signature <u>[Signature]</u>	1st Officer ID No. <u>44386</u>
Print 1st Officer Name <u>S. Williams</u>		2nd Officer ID No.
2nd Officer of Arresting Person (If Not Officer)	Signature	Print Name
YOUR COURT APPEARANCE DATE, TIME AND LOCATION ARE		
Mo/Day/Year	Time	<u>BOARD OF COUNTY COMMISSIONERS TO BE SET</u>
	<input type="checkbox"/> AM <input type="checkbox"/> PM	

Reserved for D.A. use
Reserved for Court use
MCFARLANE, KATHLEEN

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IN THE BOARD OF COMMISSIONERS OF THE STATE OF OREGON

IN AND FOR THE COUNTY OF WASCO

IN THE MATTER OF THE DISPOSITION)
OF THE AIREDALE TYPE DOG OWNED BY) ORDER
KATHLEEN MC FARLANE) #12-033

NOW ON THIS DAY, the above-entitled matter having come on regularly for consideration, said day being one duly set in term for the transaction of public business and a majority of the Wasco County Board of Commissioners being present; and

IT APPEARING TO THE BOARD: That pursuant to ORS 609.155 the Wasco County Sheriffs Office has notified this Board that an Airedale type dog named "Murphy" owned by Kathleen McFarlane has killed livestock, specifically a chicken, and therefore is a public nuisance; and

IT FURTHER APPEARING TO THE BOARD: That ORS 609.156(2) allows a dog owner the right to request a hearing before the county governing body for the purposes of determining whether a dog has killed, wounded, injured or chased livestock; and

IT FURTHER APPEARING TO THE BOARD: That ORS 609.158 allows the county governing body to conduct a hearing to determine whether a dog has killed, wounded, injured or chased livestock and to order any remedial measures, civil penalties or other sanctions as they see fit.

1 NOW, THEREFORE, IT IS HEREBY ORDERED: That September 5, 2012, at
2 the hour of 9:30 a.m., in the County Courtroom, Room #202, Wasco County
3 Courthouse, be fixed as the date, time and place for a hearing on the determination of
4 whether the Airedale type dog owned by Kathleen McFarlane has killed, wounded,
5 injured or chased livestock, specifically chickens. At which time all interested persons
6 may appear and be heard; and

7 IT IS HEREBY FURTHER ORDERED: That the Executive Assistant cause to be
8 printed in The Dalles Chronicle, a newspaper of general circulation in Wasco County, a
9 Notice of such hearing, said Notice to be printed on August 5, 2012; and

10 IT IS FURTHER ORDERED: That the Executive Assistant cause to be posted
11 written Notice of said hearing at the Wasco County Courthouse and at two other public
12 places in Wasco County.

13 *////*

14 DATED this 1st day of August, 2012.

15
16 WASCO COUNTY BOARD
17 OF COMMISSIONERS

18 _____
19 Rod Runyon, Chair of Commission

20
21 APPROVED AS TO FORM:

22 _____
23 Sherry Holliday, County Commissioner

24 _____
25 Eric J. Nisley
Wasco County District Attorney

Scott Hege, County Commissioner

Consent Agenda Item
USDA APHIS Wildlife Services
July 1, 2012-June 30, 2013

- [Introductory Letter](#)
- [USDA APHIS Wildlife Services Cooperative Agreement #11-73-41-5129](#)



United States
Department of
Agriculture

July 25, 2012

Animal and
Plant Health
Inspection
Service

Ms. Kathy White
Wasco County Board of Commissioners
511 Washington Street, Suite 302
The Dalles, OR 97058-2237

Wildlife
Services

Dear Kathy:

Oregon State Office

Enclosed are three copies for signature of the Work and Financial Plan for Wasco County for the period July 1, 2012 through June 30, 2013.

6135 NE 80th Ave.
Suite A-8
Portland, OR 97218
(503) 326-2346

You will notice some changes in both the language and budget table of this year's plan. I have had the opportunity to inform many of our cooperating counties of the USDA imposed change in our financial system October 1, 2011. The July 1, 2012 to June 30, 2013 agreements will be entered into this system. At that time, they will have to be identified as paid in advance of the start of work or if the county cannot pay in full in advance, the county will be billed quarterly by *USDA*. Even if your county has paid in advance, you may receive bills due to the transition process we are still undergoing and the difficulties we have experienced related to this system. Our expectation is that problems in the billing system will occur. If this does happen contact me immediately to resolve the issue.

In addition, agreement language has been further defined which requires us to show in the budget table how overhead is being handled for your county. Last year similar language was included in the budget table but the actual overhead amount was waived. This year we are going to show the actual overhead based on your county's approved budget amount. Please rest assured that this money *will be put to use in your county to support the specialists* you have worked so hard to fund.

If this Work and Financial Plan is agreeable to the county, it should be signed by a county representative and all three copies sent to our office. A fully executed copy will be sent to you once all parties have signed.

I welcome the opportunity to address your questions or concerns. Contact me by email at deborah.h.stalman@aphis.usda.gov or by phone 503-326-2346.

Sincerely,

Deborah Stalman
Supervisory Budget Analyst

Enclosure



Safeguarding American Agriculture
APHIS is an agency of USDA's Marketing and Regulatory Programs

An Equal Opportunity Provider and Employer

**USDA APHIS WILDLIFE SERVICES
FY12/13 WORK AND FINANCIAL PLAN**

COOPERATOR:	WASCO COUNTY
VENDOR IDENTIFICATION NO.:	
COOPERATIVE AGREEMENT NO.:	11-73-41-5129
ACCOUNT NO.:	AP.RA.RX41.73.0532
AGREEMENT DATES:	July 1, 2012 – June 30, 2013
AGREEMENT AMOUNT:	\$10,000.00

Pursuant to Cooperative Service Agreement Cooperative Service Agreement No. 09-73-41-5129 (2009 signature year) between Wasco County and the United States Department of Agriculture (USDA), Animal and Plant Health Inspection Service (APHIS), Wildlife Services (WS), this Work Plan sets forth the objectives, activities and budget for the cooperative wildlife services program in Wasco County for the period of July 1, 2012 through June 30, 2013.

OBJECTIVES/GOALS

The objective of the Wildlife Services program in the County is to resolve wildlife/human conflicts related to damage caused by predatory animals to livestock and human health and safety. Cooperative efforts between APHIS-WS and the County will maximize existing resources to accomplish the goals of this Plan. APHIS-WS will address the requirements of the National Environmental Policy Act (NEPA).

Anticipated project results and benefits:

1. To provide assistance to county residents experiencing wildlife conflicts caused by predatory animals.
2. To provide assistance in the form of educational information or when appropriate to utilize the most effective and safe control tools and techniques available.
3. To provide a mechanism that enables other entities to participate in the program with shared responsibilities for funding, planning and evaluation.

PLAN OF ACTION

The objectives of the wildlife damage control program will be accomplished in the following manner:

1. APHIS-WS will provide a part-time Wildlife Specialist to respond to damage situations in Wasco County involving predatory animals that threaten human health and safety, livestock, and other property.
2. Patrick Smith, District Supervisor, at the District Office in La Grande, Oregon (541) 963-7947 will be responsible for training, day-to-day supervision and monitoring of the cooperative program.
3. APHIS-WS will bill the County quarterly for actual costs associated with this work and financial plan not to exceed \$10,000.00.

PROCUREMENT

APHIS-WS will provide vehicles, and the initial supplies and equipment. Cooperator understands that additional supplies and equipment may need to be purchased under this agreement to replace consumed, damaged or lost supplies/equipment. Any items remaining at the end of the agreement will remain in the possession of APHIS-WS.

STIPULATIONS AND RESTRICTIONS

APHIS-WS will cooperate with the Oregon Department of Agriculture, Oregon Fire Marshal's Office, Oregon Department of Fish and Wildlife (ODFW), and the U.S. Fish and Wildlife Service (FWS) to ensure compliance with Federal, State and local laws and regulations.

COST ESTIMATE FOR SERVICES

Salary/Benefits	\$ 7,724.56
GSA Vehicle	400.00
Hires and reimbursements	300.00
Supplies and Materials	185.00
Subtotal	8,609.56
Overhead 16.15%	1,390.44
Total	\$10,000.00

Note: Salary, benefits, and vehicle costs charged at actual cost. The distribution of the Budget for this Work Plan may vary as necessary to accomplish the purpose of this Agreement but may not exceed the aggregate total of \$10,000.00.

AUTHORIZATION:

Wasco County Board of Commissioners
511 Washington Street, Suite 302
The Dalles, OR 97058

Wasco County, Representative

Date

UNITED STATES DEPARTMENT OF AGRICULTURE
ANIMAL AND PLANT HEALTH INSPECTION SERVICE
WILDLIFE SERVICES

State Director, Oregon

Date

Director, Western Region

Date

ATTACHMENT 1

NOTE: NOT FOR FMMI USE. This Attachment provides information on the cooperative budget for services within the County. The tables below include the cooperative funding for the County and estimated expenses for those cooperative funds.

PROPOSED BUDGET PLAN FOR SERVICES

Salary/Benefits	\$ 15,941.32
GSA Vehicle	2,007.89
Hires and reimbursements	3,228.79
Supplies and materials	503.92
Total	\$ 21,681.92

Note: Salary, benefits, and vehicle costs charged at actual cost. The distribution of the Budget for this Work Plan may vary as necessary to accomplish the purpose of this Agreement.

PROPOSED COOPERATIVE FUNDING SOURCES

USDA	\$ 2,403.85
ODA Funds	1,343.92
ODF&W Funds	1,388.15
Wasco County Funds	10,000.00
Carryover funds from 7/1/11-6/30/12 (Estimated 6/14/12)	6,546.00
Total	\$ 21,681.92

Agenda Item
Dufur Valley Road Paving Project Bid Opening

- [No Documents for this Item – Return to Agenda](#)

Agenda Item
Columbia River Gorge National Scenic Area
Office Staff Introductions

- [No Documents for this item – Return to Agenda](#)