

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

WEEKLY BUSINESS SESSION

Agenda

September 14, 2016, 5:30 p.m.

1. **PUBLIC HEARING REGARDING THE ALIENATION, SALE, CONVEYANCE OR EXCHANGE OF COUNTY OWNED REAL PROPERTY DESIGNATED AS COUNTY FOREST, PUBLIC PARKS OR RECREATIONAL AREAS**
2. **ADMINISTRATIVE ACTION(S) IN CONSIDERATION OF:**
 - a. **Approval of Order No. 2016-037; In the Matter of Designating County Owned Property as County Forests, Public Parks or Recreational Areas**
 - b. **Approval of Order No. 2016-038; In the Matter of the Alienation, Sale, Conveyance or Exchange of County Owned Real Property Designated as County Forest, Public Parks or Recreational Areas**
 - c. **Approval of Order No. 2016-041; In the Matter of Authorization of Execution of Lease Agreement with River City BMX, for Lease of County Property; and Lease Agreement**
3. **REQUESTS/COMMENTS FROM CITIZENS:** *(Each person will be given three (3) minutes to speak)*
4. **APPROVAL OF CONSENT CALENDAR:**
 - a. **Minutes** *(Draft minutes are available for viewing in the Board's Office)*
County Administration Workshop – August 25, 2016
General Discussion – August 26, 2016
Public Hearing: Dog Hearing – August 31, 2016
Weekly Business Session – August 31, 2016
County Administration Workshop – September 1, 2016
General Discussion – September 1, 2016
Executive Session (Open Session) – September 2, 2016
General Discussion – September 6, 2016
 - b. **Order No. 2016-040; In the Matter of Determination as to a Dog Impounded under the Authority of ORS 609.155 for Killing, Wounding, Injuring or Chasing Livestock; and Imposition of Civil Penalties**
 - c. **Amendment No. 1 to the Contract for Personal Services between Public Works and Otak for the Emergency Wall Repair of the Monument Drive Bridge (Bridge No. 33C28), and Inspection of Non-NBIS Bridges**
 - d. **Job Description Change for Community Corrections**
5. **OTHER:** *(ORS.192.640(1) “. . .notice shall include a list of the principal subjects anticipated to be considered at the meeting, but this requirement shall not limit the ability of a governing body to consider additional subjects.”)*
6. **MATTERS FROM COMMISSIONERS:**

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

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

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

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



Josephine County Board of Commissioners

AGENDA REQUEST FOR BOARD OF COMMISSIONERS

Agenda Requests are due by NOON on Monday of the week scheduled for Administration Workshop
Requests received after that time will be placed on the Administration Workshop agenda for the following week
If sending documents electronically – send to both
twharton@co.josephine.or.us and wwatkins@co.josephine.or.us

REVISED JANUARY 2016

Date Submitted to BCC	9/6/16
Administration Workshop Meeting Date (Thursday)	9/8/16
WBS Meeting Date (Wednesday) Note: Second Wednesday of the month is evening session	9/14/16

AGENDA TITLE: ORDER NO. 2016-037; IN THE MATTER OF DESIGNATING COUNTY OWNED REAL PROPERTY AS COUNTY FORESTS, PUBLIC PARKS OR RECREATIONAL AREAS	
Department/Contact Person (Include Title and Ext. #)	Mike Watson, Real Property Manager, #5220
Presenter (Include Name and Title)	Mike Watson, Real Property Manager
Background information	ORS 275.320 authorizes the Board of Commissioners to designate as county forests, public parks or recreational areas, any real property acquired by the county for delinquent taxes or otherwise. Recommendations have been made by the Property Manager.
Action you are requesting from the Board	Approve and sign Order
Reviewed by Finance Director (If yes, Finance's signature required)	N/A
Reviewed by Legal Counsel (If yes, Legal's signature required)	Yes <i>WH MW</i>
Reviewed by Information Technology (If yes, IT's signature required)	N/A
Total Revenue, Cost, or Pass-Thru Funds to the County	\$0
Notes or Special Instructions to BCC Staff	A Hearing Outline will be provided to the BCC

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

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

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

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

In the Matter of Designating County Owned)
Real Property as County Forests,) **ORDER No. 2016-037**
Public Parks or Recreational Areas)

WHEREAS, Josephine County is the fee owner of certain parcels of real property described in Exhibits A and B, attached hereto; and

WHEREAS, the real properties described in Exhibits A and B were acquired by the County for foreclosure of delinquent tax liens or otherwise; and

WHEREAS, ORS 275.320 authorizes the Board of Commissioners to designate as county forests, public parks or recreational areas, any real property acquired by the county for delinquent taxes or otherwise; and

WHEREAS, the Board of Commissioners reviewed and approved recommendations made by the County Real Property Manager on August 24, 2016, regarding an inventory of tax foreclosed county real properties; and

WHEREAS, the Board has determined and found that all statutory legal requirements have been met and it is in the best interest of the public to designate, under the authority granted in ORS 275.320, the real properties described in the exhibits attached hereto: Exhibit A, as County Forests, and Exhibit B as County Parks and Recreational areas, now, therefore,

IT IS HEREBY ORDERED that the real property parcels described in the attached Exhibit A are hereby designated and set aside as county forests, and that the real property parcels described in the attached Exhibit B, are hereby designated and set aside as county public parks or recreational areas, pursuant to ORS 275.320.

DATED: September _____, 2016.

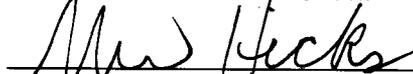
JOSEPHINE COUNTY
BOARD OF COMMISSIONERS

Cheryl Walker, Chair

K.O. Heck, Vice-Chair

Simon G. Hare, Commissioner

APPROVED AS TO FORM:



Wally Hicks, County Legal Counsel

EXHIBIT "A"
COUNTY FORESTS

Property	Map Tax Lot	Situs Street	acres
R300014	33-05-00-00-001000-00	SPEAKER RD	40.00
R300016	33-05-00-00-001200-00	SPEAKER RD	510.00
R300020	33-05-00-00-001600-00	KING MOUNTAIN TRL	160.00
R300023	33-05-00-00-001900-00	COYOTE CREEK RD	200.00
R300034	33-05-00-00-002900-00	KING MOUNTAIN TRL	80.00
R300114	33-05-28-00-000400-00	COYOTE CREEK RD	76.56
R300286	33-06-16-00-000100-00	LOWER WOLF CREEK RD	320.00
R300504	33-06-31-00-000300-00	LOWER GRAVE CREEK RD	34.98
R300542	33-07-00-00-000900-00	POORMAN CREEK RD	320.00
R300547	33-07-00-00-001400-00	ROCK CREEK RD	641.92
R300552	33-07-00-00-001800-00	POORMAN CREEK RD	160.00
R300556	33-07-00-00-002100-00	HUGHES GULCH	440.00
R300564	33-07-00-00-002800-00	ROCK CREEK RD	160.00
R300580	33-07-26-00-000200-00	BERGLAND GULCH	320.00
R300602	33-07-27-00-001001-00	POORMAN CREEK RD	10
R330616	33-07-27-00-001700-00	8310 LOWER GRAVE CREEK RD	10
R300653	33-07-36-00-000100-00	LOWER WOLF CREEK RD	156.00
R300655	33-07-36-00-000300-00	6160 LOWER WOLF CREEK RD	357.25
R300706	34-05-00-00-001800-00	GRAVES CREEK	240.00
R300721	34-05-00-00-002800-00	GRAVES CREEK	40.00
R300740	34-05-00-00-004500-00	UPPER JACK CREEK RD	280.00
R300744	34-05-00-00-004900-00	UPPER JOE CREEK RD	120.00
R300753	34-05-00-00-005700-00	JUMP OFF JOE CREEK RD	940.00
R300762	34-05-00-00-006500-00	ROBERTS MOUNTAIN	120.00
R300764	34-05-00-00-006700-00	LOWER JACK RD	80.00
R300771	34-05-00-00-007500-00	WATERBROOK RD	640.00
R300843	34-05-08-00-001100-00	PLACER RD	40
R300728	34-05-17-00-000600-00	GRAVES CREEK	100
R300902	34-05-31-00-000100-00	JUMP OFF JOE CREEK RD	40
R300998	34-06-00-00-000100-00	DOG CREEK RD	498.4
R301008	34-06-00-00-001400-00	QUARTZ CREEK RD	160
R301010	34-06-00-00-001600-00	QUARTZ CREEK RD	156.72
R301013	34-06-01-00-000200-00	SUNNY VALLEY ACRES	120
R301117	34-06-06-00-000200-00	LOWER GRAVE CREEK RD	30.4
R301355	34-06-18-00-000300-00	BRIMSTONE GULCH RD	160
R301357	34-06-21-00-000200-00	DOG RIDGE	120
R301385	34-06-24-00-000100-00	MOUNT SEXTON	480
R301551	34-06-29-00-000200-00	TUNNEL LOOP RD	33.33
R301884	34-06-36-00-001000-00	JUMP OFF JOE CREEK RD	160
R301918	34-07-00-00-002300-00	TOM EAST CREEK	280
R301921	34-07-00-00-002600-00	UPPER TOM EAST CREEK	80
R301933	34-07-00-00-003700-00	ASH CREEK	70
R301940	34-07-00-00-004300-00	UPPER HOG CREEK	400
R301942	34-07-00-00-004500-00	QUARTZ CREEK RD	560
R301946	34-07-00-00-004900-00	QUARTZ CREEK RD	40
R301963	34-07-00-00-006400-00	BELKARP GULCH	160
R301968	34-07-00-00-006900-00	STRATTON CREEK RD	120
R301969	34-07-00-00-007000-00	STRATTON CREEK RD	160
R301980	34-07-02-00-000400-00	WOLF CREEK RD	60
R301985	34-07-02-00-000700-00	LOWER GRAVE CREEK RD	160

R302091	35-05-00-00-000100-00	LOWER JOE CREEK RD	47.64
R302094	35-05-00-00-000400-00	LOWER JOE CREEK RD	170.19
R302102	35-05-00-00-002300-00	WALKER MOUNTAIN	338.07
R302105	35-05-00-00-002600-00	WALKER MOUNTAIN	450.56
R302107	35-05-00-00-003300-00	OROFINO MINE	462.59
R302115	35-05-00-00-004100-00	UPPER LOUSE CREEK RD	40
R302124	35-05-00-00-005600-00	WALKER MOUNTAIN RD	360.02
R302129	35-05-00-00-006500-00	GRANITE HILL RD	20
R302131	35-05-00-00-006700-00	GRANITE HILL RD	80
R302140	35-05-00-00-007200-00	GRANITE HILL RD	240
R302143	35-05-00-00-007500-00	GRANITE HILL RD	40
R302153	35-05-03-00-000200-00	JUMP OFF JOE CREEK RD	19.99
R302263	35-05-16-00-000300-00	WINONA SUMMIT	231.05
R302265	35-05-16-00-000500-00	WINONA RD	157.8
R302411	35-05-26-00-000200-00	GRANITE HILL RD	120
R302431	35-05-28-00-000900-00	GRANITE HILL RD	40
R302714	35-05-32-00-000100-00	GRANITE HILL RD	160
R303429	35-06-14-00-000600-00	370 BOWHILL RD	39.9
R305757	35-07-00-00-000300-00	ZIG ZAG CREEK	640
R305759	35-07-00-00-000500-00	TAYLOR CREEK	479.68
R305764	35-07-00-00-001000-00	W PICKETT CREEK RD	40
R305767	35-07-00-00-001300-00	W PICKETT CREEK RD	160
R305774	35-07-00-00-001900-00	W PICKETT CREEK RD	40
R305778	35-07-00-00-002200-00	W PICKETT CREEK RD	200
R305780	35-07-00-00-002400-00	W PICKETT CREEK RD	40
R305787	35-07-02-00-000100-00	HOG CREEK RD	493.14
R305819	35-07-08-00-000100-00	BLUE CANYON	400
R306408	35-08-01-00-000500-00	10821 GALICE RD	53.67
R306430	36-05-00-00-000800-00	GREENS CREEK RD	243.56
R315333	36-05-22-00-000500-00	GORDON WAY	80
R306440	36-05-36-00-000300-00	SAVAGE CREEK RD	120
R321139	36-06-34-00-001200-00	RIDGECREST DR	40
R3211392	36-06-34-00-001200-00	RIDGECREST DR	20
R322322	36-11-00-00-000300-00	PINECREST DR	21.95
R322328	37-05-00-00-000800-00	BOARD SHANTY CREEK RD	120
R322403	37-05-04-00-001100-00	PICKETT MTN	80
R322418	37-05-04-00-001500-00	LUTHER DIVIDE	65
R322453	37-05-05-00-001000-00	WILDROSE LN	28.64
R3224532	37-05-05-00-001000-00	WILDROSE LN	0.28
R322349	37-05-12-00-001600-00	SAVAGE CREEK RD	240
R323508	37-05-25-00-001100-00	NORTH APPLGATE RD	18.16
R323875	37-06-00-00-000100-00	FISH HATCHERY RD	120
R323878	37-06-00-00-000400-00	JACKSON CREEK RD	160
R323896	37-06-00-00-001800-00	UPPER JACKSON CREEK RD	171.09
R323919	37-06-00-00-003900-00	JACKSON CREEK RD	120
R323884	37-06-21-00-000400-00	JACKSON CREEK RD	40
R325444	37-07-00-00-000300-00	REDWOOD HWY	80
R325476	37-07-00-00-002700-00	CHENEY CREEK RD	120
R325484	37-07-00-00-003400-00	MOONEY MOUNTAIN RD	260
R325488	37-07-00-00-003700-00	REDWOOD HWY	20.28
R325769	37-07-10-00-000100-00	POLLARD CREEK	80
R325856	37-07-14-00-000702-00	ELLIOTT CREEK RD	20
R325934	37-07-19-00-001200-00	REDWOOD HWY	97.06
R326074	37-08-36-00-000100-00	DRAPER VALLEY RD	80

R326122	38-05-00-00-000200-00	PENNINGTON MOUNTAIN	163.41
R326144	38-05-16-00-000900-00	UPPER POWELL CREEK RD	40
R326883	38-06-00-00-000800-00	DEER CREEK RD	162.57
R326885	38-06-00-00-001000-00	MURPHY CREEK RD	640
R326891	38-06-00-00-001600-00	MURPHY CREEK RD	40
R326897	38-06-00-00-003000-00	DEER CREEK RD	120
R326899	38-06-00-00-003200-00	DEER CREEK RD	320
R326991	38-07-00-00-002100-00	WHITE CREEK RD	240
R327002	38-07-00-00-003700-00	E MCMULLEN CREEK RD	163.24
R327054	38-07-05-00-000500-00	DAVIS CREEK RD	80
R327386	38-07-20-00-000500-00	MCMULLEN CREEK RD	80
R327602	38-08-00-00-002400-00	KERBY MAINLINE RD	160
R328159	38-08-28-00-000300-00	EIGHT DOLLAR MOUNTAIN RD	160
R328201	38-09-00-00-000300-00	US FOREST SVC CNTY RD	38.28
R328207	39-05-00-00-000400-00	CAVES CAMP RD	320
R328227	39-05-00-00-002200-00	EAST FORK RD	320
R328236	39-05-00-00-003100-00	W WILLIAMS CREEK RD	160
R328688	39-05-24-00-000300-00	THOMPSON CREEK	280
R328732	39-06-00-00-000200-00	CEDAR FLAT RD	169.95
R328752	39-06-00-00-001900-00	CAVES CAMP RD	80
R328767	39-06-00-00-003000-00	CEDAR FLAT RD	160
R328793	39-07-00-00-002500-00	GRAYBACK RD	80
R328921	39-07-23-00-000300-00	CAVES HWY	0.72
R328931	39-07-23-00-000700-00	SUCKER CREEK PARK	201.66
R328938	39-07-23-00-001500-00	CAVES HWY	40
R329197	39-08-00-00-000200-00	REEVES CREEK RD	643.54
R330834	39-08-30-00-000300-00	WEST SIDE RD	100.23
R331111	39-08-35-00-001100-00	PINE CONE DR	25.96
R331237	40-07-00-00-001800-00	TARTAR GULCH RD	119.46
R332395	40-08-28-00-000500-00	3300 WALDO RD	5
R3323952	40-08-28-00-000500-00	3300 WALDO RD	27.86
R332616	40-09-24-00-000200-00	ROUGH & READY FLAT	80
R332916	41-09-00-00-001000-00	REDWOOD HWY	80
R332927	41-09-00-00-001900-00	STATE LINE	329.51
R332929	41-09-02-00-000200-00	REDWOOD HWY	40.72
R332972	41-09-11-00-000100-00	REDWOOD HWY	80
R331519	40-08-02-00-001300-00	731 PINE CONE DR	20.08

EXHIBIT "B"
COUNTY PARKS OR RECREATIONAL AREAS

Parcel ID	Map Tax Lot	Situs Street	Acres
R300180	33-06-11-00-001300-00	WARNER RD	0.7
R300314	33-06-20-00-000401-00	2250 LOWER WOLF CREEK RD	3.50
R300358	33-06-22-A0-000900-00	239 EDGEWOOD RD	0.38
R300401	33-06-22-D0-000200-00	COYOTE CREEK RD	6.26
R300492	33-06-30-00-000401-00	LOWER WOLF CREEK RD	14.98
R300602	33-07-27-00-00100-00	POORMAN CREEK RD	3.33
R300616	33-07-27-00-001700-00	8310 LOWER GRAVE CREEK RD	10
R301237	34-06-11-00-001600-00	400 SUNNY VALLEY LOOP	2.23
R301246	34-06-11-00-002100-00	OLD HWY 99 N	20
R301434	34-06-27-00-001102-00	Hugo Rd	0.01
R301478	34-06-27-DD-000101-00	OXYOKE RD	1.19
R346215	35-05-04-00-000204-00	Jump Of Joe Ck Rd	0.16
R302741	35-05-32-00-000990-00	GRANITE HILL RD	0.13
R303127	35-06-09-00-000807-00	255 Sugarpine Dr	2.17
R336858	35-06-10-CC-000590-00	Pleasant Valley	0.05
R303420	35-06-13-00-000200-00	7407 HIGHLAND AVE	140
R303514	35-06-15-D0-001700-00	MONUMENT DR	0.16
R303574	35-06-16-00-000104-00	PLEASANT VALLEY RD	0.05
R303612	35-06-16-00-001501-00	RIPPLING WAY	0.29
R303671	35-06-16-CD-000201-00	656 Pleasant Valley Rd	1.00
R338120	35-06-20-A0-004800-00	Stonebrook Way	0.05
R338121	35-06-20-A0-004801-00	Stonebrook Way	0.05
R338121	35-06-20-A0-004801-00	STONEBROOK WAY	0.06
R304149	35-06-21-B0-000100-00	529 Pleasant Valley Rd	1.00
R304151	35-06-21-B0-000102-00	535 Pleasant Valley Rd	3.05
R304152	35-06-21-B0-000200-00	PLEASANT VALLEY RD	0.13
R304153	35-06-21-B0-000300-00	483 Pleasant Valley Rd	1.97
R304317	35-06-21-BD-002200-00	Acorn St	0.05
R304342	35-06-21-D0-001700-00	ORT LN	0.27
R333285	35-06-23-C0-001100-00	MONUMENT DR	0.14
R340468	35-06-34-00-000495-00	SARATOGA WAY	0.34
R306201	35-07-26-00-000100-00	HUSSEY LN	0.73
R306236	35-07-26-00-001390-00	BARTLETT LN	0.26
R308780	36-05-10-00-000923-00	RANCHO VISTA DR	0.19
R301103	36-05-15-D0-002000-00	Leland Rd	0.07
R309116	36-05-16-BA-000900-00	NE A ST	2.28
R344112	36-05-23-C0-004901-00	GORDON WAY	0.10
R315835	36-05-26-B0-000404-00	GREENS CREEK RD	0.06
R316604	36-05-29-D0-003400-00	Glen Crest Way	0.01
R317207	36-05-32-A0-002490-00	WALKER RD	0.1
R317555	36-06-01-AA-000301-00	3314 NW HIGHLAND AVE	6.02
R333240	36-06-11-C0-000700-00	PINECREST DR	0.01
R338117	36-06-11-DA-000191-00	Pinecrest Dr	0.43
R345045	36-06-21-D0-002101-00	Redwood Ave	0.04
R345046	36-06-21-D0-002201-00	Redwood Ave	0.12
R320222	36-06-26-D0-001401-00	ELK LN	0.30
R321143	36-06-34-00-001400-00	DEMARAY DR	1.04
R321630	36-07-02-00-000400-00	FERRY RD	4.5
R322903	37-05-08-B0-003400-00	CLOVERLAWN DR	0.35
R323005	37-05-16-D0-000100-00	793 BOARD SHANTY CREEK RD	0.28
R323447	37-05-21-00-001401-00	N Applegate Rd	0.12

R324001	37-06-01-B0-000500-00	HUMPHREY LN	0.54
R323987	37-06-01-C0-003200-00	NEW HOPE RD	0.23
R337117	37-06-04-00-000890-00	Sleepy Hollow	0.24
R324393	37-06-05-B0-000800-00	SLEEPY HOLLOW LOOP	0.17
R324661	37-06-11-00-001407-00	801 STRINGER GAP RD	0.03
R325336	37-06-24-00-000200-00	SOUTH SIDE RD	9.85
R325735	37-07-09-C0-001300-00	Redwood Hwy	0.38
R335361	38-05-12-AA-001300-00	Williams Hwy	0.02
R334141	38-05-33-00-000493-00	China Basin Rd	0.68
R326866	38-05-35-00-000900-00	VENCILL LN	0.09
R327279	38-07-17-00-000202-00	LAKE SHORE DR	3.09
R328196	38-08-34-00-000600-00	905 KERBY MAINLINE RD	5.00
R329409	39-08-09-B0-002201-00	151 FINCH RD	0.10
R330325	39-08-22-BC-000100-00	N OLD STAGE RD	1.14
R330360	39-08-22-BC-002601-00	230 FIR DR	0.52
R330367	39-08-22-BD-000200-00	OAK DR	0.42
R330376	39-08-22-BD-000600-00	422 FIR DR	0.39
R331146	39-08-36-00-000600-00	HAYS CUTOFF RD	0.47
R331183	39-08-36-A0-000100-00	WHITE SCHOOL RD	0.96
R331500	40-08-02-00-000190-00	3783 HOLLAND LOOP RD	0.2
R331702	40-08-05-00-000600-00	REDWOOD HWY	4.2
R332376	40-08-27-00-000300-00	4481 WALDO RD	7.63
R332525	40-08-35-BB-003900-00	TAKILMA RD	0.08
R332862	41-08-03-00-000116-00	Takilma Rd	3.61



Josephine County Board of Commissioners

AGENDA REQUEST FOR BOARD OF COMMISSIONERS

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

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

REVISED JANUARY 2016

Date Submitted to BCC	9/6/16
Administration Workshop Meeting Date (Thursday)	9/8/16
WBS Meeting Date (Wednesday) Note: Second Wednesday of the month is evening session	9/14/16

AGENDA TITLE: PUBLIC HEARING REGARDING THE ALIENATION, SALE, CONVEYANCE, OR EXCHANGE OF COUNTY OWNED REAL PROPERTY DESIGNATED AS COUNTY FORESTS, PUBLIC PARKS OR RECREATIONAL AREAS; and consideration of ORDER NO. 2016-038; IN THE MATTER OF THE ALIENATION, SALE, CONVEYANCE, OR EXCHANGE OF COUNTY OWNED REAL PROPERTY DESIGNATED AS COUNTY FORESTS, PUBLIC PARKS OR RECREATIONAL AREAS

Department/Contact Person (Include Title and Ext. #)	Mike Watson, Real Property Manager, #5220
Presenter (Include Name and Title)	Mike Watson, Real Property Manager
Background information	A hearing is required prior to the Board alienating, selling, or conveying real properties that have been designated as county forests, public parks or recreational areas.
Action you are requesting from the Board	Provide opportunity for public comment; consideration of Order
Reviewed by Finance Director (If yes, Finance's signature required)	N/A
Reviewed by Legal Counsel (If yes, Legal's signature required)	Yes <i>WIT MW</i>
Reviewed by Information Technology (If yes, IT's signature required)	N/A
Total Revenue, Cost, or Pass-Thru Funds to the County	\$0
Notes or Special Instructions to BCC Staff	A Hearing Outline will be provided to the BCC

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

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

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

4. Reimbursement shall be made to Josephine County for all internal administrative service costs incurred in the inventory, designation, and sale of Exhibits "A" and "B" real properties.

5. The Josephine County Board of Commissioners shall execute all documents necessary to accomplish the sale and transfer of ownership of the real properties described in Exhibits "A" and "B," attached hereto.

DATED: September _____, 2016.

JOSEPHINE COUNTY
BOARD OF COMMISSIONERS

Cheryl Walker, Chair

K.O. Heck, Vice-Chair

Simon G. Hare, Commissioner

APPROVED AS TO FORM:

Wally Hicks, County Legal Counsel

EXHIBIT "A"
COUNTY FORESTS

Property	Map Tax Lot	Situs Street	acres
R300014	33-05-00-00-001000-00	SPEAKER RD	40.00
R300016	33-05-00-00-001200-00	SPEAKER RD	510.00
R300020	33-05-00-00-001600-00	KING MOUNTAIN TRL	160.00
R300023	33-05-00-00-001900-00	COYOTE CREEK RD	200.00
R300034	33-05-00-00-002900-00	KING MOUNTAIN TRL	80.00
R300114	33-05-28-00-000400-00	COYOTE CREEK RD	76.56
R300286	33-06-16-00-000100-00	LOWER WOLF CREEK RD	320.00
R300504	33-06-31-00-000300-00	LOWER GRAVE CREEK RD	34.98
R300542	33-07-00-00-000900-00	POORMAN CREEK RD	320.00
R300547	33-07-00-00-001400-00	ROCK CREEK RD	641.92
R300552	33-07-00-00-001800-00	POORMAN CREEK RD	160.00
R300556	33-07-00-00-002100-00	HUGHES GULCH	440.00
R300564	33-07-00-00-002800-00	ROCK CREEK RD	160.00
R300580	33-07-26-00-000200-00	BERGLAND GULCH	320.00
R300602	33-07-27-00-001001-00	POORMAN CREEK RD	10
R330616	33-07-27-00-001700-00	8310 LOWER GRAVE CREEK RD	10
R300653	33-07-36-00-000100-00	LOWER WOLF CREEK RD	156.00
R300655	33-07-36-00-000300-00	6160 LOWER WOLF CREEK RD	357.25
R300706	34-05-00-00-001800-00	GRAVES CREEK	240.00
R300721	34-05-00-00-002800-00	GRAVES CREEK	40.00
R300740	34-05-00-00-004500-00	UPPER JACK CREEK RD	280.00
R300744	34-05-00-00-004900-00	UPPER JOE CREEK RD	120.00
R300753	34-05-00-00-005700-00	JUMP OFF JOE CREEK RD	940.00
R300762	34-05-00-00-006500-00	ROBERTS MOUNTAIN	120.00
R300764	34-05-00-00-006700-00	LOWER JACK RD	80.00
R300771	34-05-00-00-007500-00	WATERBROOK RD	640.00
R300843	34-05-08-00-001100-00	PLACER RD	40
R300728	34-05-17-00-000600-00	GRAVES CREEK	100
R300902	34-05-31-00-000100-00	JUMP OFF JOE CREEK RD	40
R300998	34-06-00-00-000100-00	DOG CREEK RD	498.4
R301008	34-06-00-00-001400-00	QUARTZ CREEK RD	160
R301010	34-06-00-00-001600-00	QUARTZ CREEK RD	156.72
R301013	34-06-01-00-000200-00	SUNNY VALLEY ACRES	120
R301117	34-06-06-00-000200-00	LOWER GRAVE CREEK RD	30.4
R301355	34-06-18-00-000300-00	BRIMSTONE GULCH RD	160
R301357	34-06-21-00-000200-00	DOG RIDGE	120
R301385	34-06-24-00-000100-00	MOUNT SEXTON	480
R301551	34-06-29-00-000200-00	TUNNEL LOOP RD	33.33
R301884	34-06-36-00-001000-00	JUMP OFF JOE CREEK RD	160
R301918	34-07-00-00-002300-00	TOM EAST CREEK	280
R301921	34-07-00-00-002600-00	UPPER TOM EAST CREEK	80
R301933	34-07-00-00-003700-00	ASH CREEK	70
R301940	34-07-00-00-004300-00	UPPER HOG CREEK	400
R301942	34-07-00-00-004500-00	QUARTZ CREEK RD	560
R301946	34-07-00-00-004900-00	QUARTZ CREEK RD	40
R301963	34-07-00-00-006400-00	BELKARP GULCH	160

R301968	34-07-00-00-006900-00	STRATTON CREEK RD	120
R301969	34-07-00-00-007000-00	STRATTON CREEK RD	160
R301980	34-07-02-00-000400-00	WOLF CREEK RD	60
R301985	34-07-02-00-000700-00	LOWER GRAVE CREEK RD	160
R302091	35-05-00-00-000100-00	LOWER JOE CREEK RD	47.64
R302094	35-05-00-00-000400-00	LOWER JOE CREEK RD	170.19
R302102	35-05-00-00-002300-00	WALKER MOUNTAIN	338.07
R302105	35-05-00-00-002600-00	WALKER MOUNTAIN	450.56
R302107	35-05-00-00-003300-00	OROFINO MINE	462.59
R302115	35-05-00-00-004100-00	UPPER LOUSE CREEK RD	40
R302124	35-05-00-00-005600-00	WALKER MOUNTAIN RD	360.02
R302129	35-05-00-00-006500-00	GRANITE HILL RD	20
R302131	35-05-00-00-006700-00	GRANITE HILL RD	80
R302140	35-05-00-00-007200-00	GRANITE HILL RD	240
R302143	35-05-00-00-007500-00	GRANITE HILL RD	40
R302153	35-05-03-00-000200-00	JUMP OFF JOE CREEK RD	19.99
R302263	35-05-16-00-000300-00	WINONA SUMMIT	231.05
R302265	35-05-16-00-000500-00	WINONA RD	157.8
R302411	35-05-26-00-000200-00	GRANITE HILL RD	120
R302431	35-05-28-00-000900-00	GRANITE HILL RD	40
R302714	35-05-32-00-000100-00	GRANITE HILL RD	160
R303429	35-06-14-00-000600-00	370 BOWHILL RD	39.9
R305757	35-07-00-00-000300-00	ZIG ZAG CREEK	640
R305759	35-07-00-00-000500-00	TAYLOR CREEK	479.68
R305764	35-07-00-00-001000-00	W PICKETT CREEK RD	40
R305767	35-07-00-00-001300-00	W PICKETT CREEK RD	160
R305774	35-07-00-00-001900-00	W PICKETT CREEK RD	40
R305778	35-07-00-00-002200-00	W PICKETT CREEK RD	200
R305780	35-07-00-00-002400-00	W PICKETT CREEK RD	40
R305787	35-07-02-00-000100-00	HOG CREEK RD	493.14
R305819	35-07-08-00-000100-00	BLUE CANYON	400
R306408	35-08-01-00-000500-00	10821 GALICE RD	53.67
R306430	36-05-00-00-000800-00	GREENS CREEK RD	243.56
R315333	36-05-22-00-000500-00	GORDON WAY	80
R306440	36-05-36-00-000300-00	SAVAGE CREEK RD	120
R321139	36-06-34-00-001200-00	RIDGECREST DR	40
R3211392	36-06-34-00-001200-00	RIDGECREST DR	20
R322322	36-11-00-00-000300-00	PINECREST DR	21.95
R322328	37-05-00-00-000800-00	BOARD SHANTY CREEK RD	120
R322403	37-05-04-00-001100-00	PICKETT MTN	80
R322418	37-05-04-00-001500-00	LUTHER DIVIDE	65
R322453	37-05-05-00-001000-00	WILDROSE LN	28.64
R3224532	37-05-05-00-001000-00	WILDROSE LN	0.28
R322349	37-05-12-00-001600-00	SAVAGE CREEK RD	240
R323508	37-05-25-00-001100-00	NORTH APPLGATE RD	18.16
R323875	37-06-00-00-000100-00	FISH HATCHERY RD	120
R323878	37-06-00-00-000400-00	JACKSON CREEK RD	160
R323896	37-06-00-00-001800-00	UPPER JACKSON CREEK RD	171.09
R323919	37-06-00-00-003900-00	JACKSON CREEK RD	120
R323884	37-06-21-00-000400-00	JACKSON CREEK RD	40

R325444	37-07-00-00-000300-00	REDWOOD HWY	80
R325476	37-07-00-00-002700-00	CHENEY CREEK RD	120
R325484	37-07-00-00-003400-00	MOONEY MOUNTAIN RD	260
R325488	37-07-00-00-003700-00	REDWOOD HWY	20.28
R325769	37-07-10-00-000100-00	POLLARD CREEK	80
R325856	37-07-14-00-000702-00	ELLIOTT CREEK RD	20
R325934	37-07-19-00-001200-00	REDWOOD HWY	97.06
R326074	37-08-36-00-000100-00	DRAPER VALLEY RD	80
R326122	38-05-00-00-000200-00	PENNINGTON MOUNTAIN	163.41
R326144	38-05-16-00-000900-00	UPPER POWELL CREEK RD	40
R326883	38-06-00-00-000800-00	DEER CREEK RD	162.57
R326885	38-06-00-00-001000-00	MURPHY CREEK RD	640
R326891	38-06-00-00-001600-00	MURPHY CREEK RD	40
R326897	38-06-00-00-003000-00	DEER CREEK RD	120
R326899	38-06-00-00-003200-00	DEER CREEK RD	320
R326991	38-07-00-00-002100-00	WHITE CREEK RD	240
R327002	38-07-00-00-003700-00	E MCMULLEN CREEK RD	163.24
R327054	38-07-05-00-000500-00	DAVIS CREEK RD	80
R327386	38-07-20-00-000500-00	MCMULLEN CREEK RD	80
R327602	38-08-00-00-002400-00	KERBY MAINLINE RD	160
R328159	38-08-28-00-000300-00	EIGHT DOLLAR MOUNTAIN RD	160
R328201	38-09-00-00-000300-00	US FOREST SVC CNTY RD	38.28
R328207	39-05-00-00-000400-00	CAVES CAMP RD	320
R328227	39-05-00-00-002200-00	EAST FORK RD	320
R328236	39-05-00-00-003100-00	W WILLIAMS CREEK RD	160
R328688	39-05-24-00-000300-00	THOMPSON CREEK	280
R328732	39-06-00-00-000200-00	CEDAR FLAT RD	169.95
R328752	39-06-00-00-001900-00	CAVES CAMP RD	80
R328767	39-06-00-00-003000-00	CEDAR FLAT RD	160
R328793	39-07-00-00-002500-00	GRAYBACK RD	80
R328921	39-07-23-00-000300-00	CAVES HWY	0.72
R328931	39-07-23-00-000700-00	SUCKER CREEK PARK	201.66
R328938	39-07-23-00-001500-00	CAVES HWY	40
R329197	39-08-00-00-000200-00	REEVES CREEK RD	643.54
R330834	39-08-30-00-000300-00	WEST SIDE RD	100.23
R331111	39-08-35-00-001100-00	PINE CONE DR	25.96
R331237	40-07-00-00-001800-00	TARTAR GULCH RD	119.46
R332395	40-08-28-00-000500-00	3300 WALDO RD	5
R3323952	40-08-28-00-000500-00	3300 WALDO RD	27.86
R332616	40-09-24-00-000200-00	ROUGH & READY FLAT	80
R332916	41-09-00-00-001000-00	REDWOOD HWY	80
R332927	41-09-00-00-001900-00	STATE LINE	329.51
R332929	41-09-02-00-000200-00	REDWOOD HWY	40.72
R332972	41-09-11-00-000100-00	REDWOOD HWY	80
R331519	40-08-02-00-001300-00	731 PINE CONE DR	20.08

EXHIBIT "B"

COUNTY PARKS OR RECREATIONAL AREAS

Parcel ID	Map Tax Lot	Situs Street	Acres
R300180	33-06-11-00-001300-00	WARNER RD	0.7
R300314	33-06-20-00-000401-00	2250 LOWER WOLF CREEK RD	3.50
R300358	33-06-22-A0-000900-00	239 EDGEWOOD RD	0.38
R300401	33-06-22-D0-000200-00	COYOTE CREEK RD	6.26
R300492	33-06-30-00-000401-00	LOWER WOLF CREEK RD	14.98
R300602	33-07-27-00-00100-00	POORMAN CREEK RD	3.33
R300616	33-07-27-00-001700-00	8310 LOWER GRAVE CREEK RD	10
R301237	34-06-11-00-001600-00	400 SUNNY VALLEY LOOP	2.23
R301246	34-06-11-00-002100-00	OLD HWY 99 N	20
R301434	34-06-27-00-001102-00	Hugo Rd	0.01
R301478	34-06-27-DD-000101-00	OXYOKE RD	1.19
R346215	35-05-04-00-000204-00	Jump Of Joe Ck Rd	0.16
R302741	35-05-32-00-000990-00	GRANITE HILL RD	0.13
R303127	35-06-09-00-000807-00	255 Sugarpine Dr	2.17
R336858	35-06-10-CC-000590-00	Pleasant Valley	0.05
R303420	35-06-13-00-000200-00	7407 HIGHLAND AVE	140
R303514	35-06-15-D0-001700-00	MONUMENT DR	0.16
R303574	35-06-16-00-000104-00	PLEASANT VALLEY RD	0.05
R303612	35-06-16-00-001501-00	RIPPLING WAY	0.29
R303671	35-06-16-CD-000201-00	656 Pleasant Valley Rd	1.00
R338120	35-06-20-A0-004800-00	Stonebrook Way	0.05
R338121	35-06-20-A0-004801-00	Stonebrook Way	0.05
R338121	35-06-20-A0-004801-00	STONEBROOK WAY	0.06
R304149	35-06-21-B0-000100-00	529 Pleasant Valley Rd	1.00
R304151	35-06-21-B0-000102-00	535 Pleasant Valley Rd	3.05
R304152	35-06-21-B0-000200-00	PLEASANT VALLEY RD	0.13
R304153	35-06-21-B0-000300-00	483 Pleasant Valley Rd	1.97
R304317	35-06-21-BD-002200-00	Acorn St	0.05
R304342	35-06-21-D0-001700-00	ORT LN	0.27
R333285	35-06-23-C0-001100-00	MONUMENT DR	0.14
R340468	35-06-34-00-000495-00	SARATOGA WAY	0.34
R306201	35-07-26-00-000100-00	HUSSEY LN	0.73
R306236	35-07-26-00-001390-00	BARTLETT LN	0.26
R308780	36-05-10-00-000923-00	RANCHO VISTA DR	0.19
R301103	36-05-15-D0-002000-00	Leland Rd	0.07
R309116	36-05-16-BA-000900-00	NE A ST	2.28
R344112	36-05-23-C0-004901-00	GORDON WAY	0.10
R315835	36-05-26-B0-000404-00	GREENS CREEK RD	0.06
R316604	36-05-29-D0-003400-00	Glen Crest Way	0.01
R317207	36-05-32-A0-002490-00	WALKER RD	0.1
R317555	36-06-01-AA-000301-00	3314 NW HIGHLAND AVE	6.02
R333240	36-06-11-C0-000700-00	PINECREST DR	0.01
R338117	36-06-11-DA-000191-00	Pinecrest Dr	0.43
R345045	36-06-21-D0-002101-00	Redwood Ave	0.04
R345046	36-06-21-D0-002201-00	Redwood Ave	0.12
R320222	36-06-26-D0-001401-00	ELK LN	0.30
R321143	36-06-34-00-001400-00	DEMARAY DR	1.04

R321630	36-07-02-00-000400-00	FERRY RD	4.5
R322903	37-05-08-B0-003400-00	CLOVERLAWN DR	0.35
R323005	37-05-16-D0-000100-00	793 BOARD SHANTY CREEK RD	0.28
R323447	37-05-21-00-001401-00	N Applegate Rd	0.12
R324001	37-06-01-B0-000500-00	HUMPHREY LN	0.54
R323987	37-06-01-C0-003200-00	NEW HOPE RD	0.23
R337117	37-06-04-00-000890-00	Sleepy Hollow	0.24
R324393	37-06-05-B0-000800-00	SLEEPY HOLLOW LOOP	0.17
R324661	37-06-11-00-001407-00	801 STRINGER GAP RD	0.03
R325336	37-06-24-00-000200-00	SOUTH SIDE RD	9.85
R325735	37-07-09-C0-001300-00	Redwood Hwy	0.38
R335361	38-05-12-AA-001300-00	Williams Hwy	0.02
R334141	38-05-33-00-000493-00	China Basin Rd	0.68
R326866	38-05-35-00-000900-00	VENCILL LN	0.09
R327279	38-07-17-00-000202-00	LAKE SHORE DR	3.09
R328196	38-08-34-00-000600-00	905 KERBY MAINLINE RD	5.00
R329409	39-08-09-B0-002201-00	151 FINCH RD	0.10
R330325	39-08-22-BC-000100-00	N OLD STAGE RD	1.14
R330360	39-08-22-BC-002601-00	230 FIR DR	0.52
R330367	39-08-22-BD-000200-00	OAK DR	0.42
R330376	39-08-22-BD-000600-00	422 FIR DR	0.39
R331146	39-08-36-00-000600-00	HAYS CUTOFF RD	0.47
R331183	39-08-36-A0-000100-00	WHITE SCHOOL RD	0.96
R331500	40-08-02-00-000190-00	3783 HOLLAND LOOP RD	0.2
R331702	40-08-05-00-000600-00	REDWOOD HWY	4.2
R332376	40-08-27-00-000300-00	4481 WALDO RD	7.63
R332525	40-08-35-BB-003900-00	TAKILMA RD	0.08
R332862	41-08-03-00-000116-00	Takilma Rd	3.61



Josephine County Board of Commissioners

AGENDA REQUEST FOR BOARD OF COMMISSIONERS

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

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

REVISED JANUARY 2016

Date Submitted to BCC	9/2/16
Administration Workshop Meeting Date (Thursday)	9/8/16
WBS Meeting Date (Wednesday) Note: Second Wednesday of the month is evening session	9/14/16

AGENDA TITLE: Order No. 2016-041: In the Matter of Authorization of Execution of Lease Agreement with Bear Creek BMX, Inc. dba River City BMX for Lease of County Property at the County Fairgrounds; and Lease Agreement	
Department/Contact Person (Include Title and Ext. #)	Wally Hicks, Legal Counsel, 5227
Presenter (Include Name and Title)	Wally Hicks, Legal Counsel
Background information	BMX will lease the Southwest corner of the County Fairgrounds near Allen Creek Road and Redwood Avenue for an outdoor bicycle racing track. The term of the lease is from June 1, 2016 to May 31, 2019.
Action you are requesting from the Board	Approve/sign Order and Lease
Reviewed by Finance Director (If yes, Finance's signature required)	No
Reviewed by Legal Counsel (If yes, Legal's signature required)	Yes <i>WH MW</i>
Reviewed by Information Technology (If yes, IT's signature required)	No
Total Revenue, Cost, or Pass-Thru Funds to the County	Revenue to County: \$ 300.00 per month
Notes or Special Instructions to BCC Staff	Please return an original to Legal Counsel

Title of Document(s) Submitted <u>All exhibits must be clearly marked</u>	Number of original documents submitted	Are all signatures on the documents? Y/N or BCC only	Are additional signatures needed? Y/N	Will a state or federal agency be signing the document? Y/N	Will additional signatures be received electronically? Y/N
Order	① <i>W</i>	BCC only	N	N	N
Lease	②	BCC only	N	N	N

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

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

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

In the Matter of Authorization of)
Execution of Lease Agreement with)
Bear Creek BMX, Inc. dba River City)
BMX for Lease of County Property)
at the County Fairgrounds)

ORDER NO. 2016-041

WHEREAS, ORS 271.360 requires that every lease entered into by Josephine County of its real property, pursuant to ORS 271.310, shall be authorized by order of the governing body executing the lease;

NOW, THEREFORE, IT IS HEREBY ORDERED that the Board of County Commissioners for Josephine County authorizes the execution of the lease agreement, a copy of which is attached hereto as Exhibit 1, with Lessee, Bear Creek BMX, Inc. dba River City BMX, for lease of county property at the Josephine County Fairgrounds.

DONE AND DATED this _____ day of September, 2016.

JOSEPHINE COUNTY
BOARD OF COMMISSIONERS

Cherryl Walker, Chair

K.O. Heck, Vice-Chair

Simon G. Hare, Commissioner

LEASE AGREEMENT

THIS AGREEMENT, made this _____ day of _____, 2016, between **JOSEPHINE COUNTY**, a political subdivision of the State of Oregon, hereinafter designated as **LESSOR**, and **BEAR CREEK BMX, INC.**, a nonprofit corporation, **doing business as RIVER CITY BMX**, hereinafter designated as **LESSEE**. The parties agree as follows:

WITNESSETH:

LESSOR, in consideration of and under the terms, covenants, and conditions, hereinafter set forth, hereby leases and grants unto the **LESSEE**, a portion of the County Fairgrounds, located at 1451 Fairgrounds Rd., Grants Pass, Josephine County, Oregon. The leased Premises are described as follows:

- a. **Outdoor track area:** Exclusive use by **LESSEE** of the real property, located in the Southwest corner of the Josephine County Fairgrounds, near Allen Creek Road and Redwood Avenue. The leased Premises, approximately 175' x 410', is for future development, by **LESSEE**, of an outdoor bicycle racing track, substantially as depicted in Exhibit "A," attached hereto, and by this reference incorporated herein, and as referenced in Section 9 herein.
 - b. **Parking:** Non-exclusive use of parking spaces located adjacent to the Premises, on a space-available basis. **LESSOR** shall have use of the access roads and vehicle parking areas located adjacent to the leased Premises for regularly scheduled Fair activities, including Horse Racing, the Josephine County Fair, and any special event that is held in the Fair grandstands. **LESSEE** will be required to pay the Josephine County Fairgrounds for parking fees if such fees are required for any special event held at the Fair grandstands.
1. **TERM:** This Agreement shall commence on the 1st day of June, 2016, and terminate at twelve o'clock midnight May 31, 2019, unless otherwise terminated or extended as provided herein.
 - 1.1 **County Fair:** The **LESSEE** will close down its facilities to all programs and services during the County Fair, as follows:
 - 2016 Fair: Wednesday, August 17 – Saturday, August 20, 2016
 - 2017 Fair: Wednesday, August 16 – Saturday, August 19, 2017
 - 2018 Fair: Wednesday, August 15 – Saturday, August 18, 2018
 2. **OPTION TO RENEW:** If the **LESSEE** is not in default hereunder, **LESSEE** shall have the option to renew this Lease Agreement at the expiration hereof, for an additional three (3) year term upon such terms and conditions as agreed by the parties at that time. **LESSEE** shall give **LESSOR** written notice of its intent to renew the Lease not less than sixty (60) days prior to the last day of the term hereof.
 3. **GENERAL PURPOSE:** The parties to this Agreement expressly understand that the demised premises shall be used for the following purposes, and no other, without prior written consent of **LESSOR**: Facilities and services necessary to operate and maintain an outdoor BMX bicycle racing track. **LESSEE** shall use the Premises so as not to endanger the health, safety, or welfare of any person and so as to not interfere with the use of other Fairgrounds areas. **LESSEE** shall immediately notify **LESSOR** of any incidents involving any injuries or damage to any person or property resulting from the use of the Premises.

4. **RENT:** **LESSEE** agrees to pay rent to **LESSOR**, at the Josephine County Fair Office, 1451 Fairgrounds Rd., Grants Pass, Oregon (or by mail to P.O. Box 672, Grants Pass, OR 97528) for the premises described herein, as follows:

- 4.1 For the period June 1, 2016, through August 30, 2018, the sum of Three Hundred Dollars (\$300.00) per month. Rent is waived for the months of June, 2016, until the first of the month following the first scheduled BMX race.
- 4.2 For the period September 1, 2018, through August 31, 2019, rent shall be determined based on **LESSOR's** review of accurate accounting records of **LESSEE's** memberships during the term of this lease; negotiations between the parties to begin during the week of June 1, 2018. Provided, however, that rent for this period shall be not less than the sum of Three Hundred Fifty Dollars (\$350.00) per month.
- 4.3 **LESSEE** will provide services to perform maintenance projects at the Josephine County Fairgrounds, which projects will be determined by **LESSOR**. The Fairgrounds Manager, in cooperation with the Fair Board Chair, will notify **LESSEE** of the work projects at least 90 days prior to the work sessions, which will be scheduled two (2) times per year during the term of this Lease, as follows: October, 2016; April and September, 2017; April and September, 2018; and April, of 2019.

Rent payments are due and payable in advance to the Josephine County Fairgrounds on the 1st day of each month beginning with the 1st day of June, 2016. If any payment is not paid to the **LESSOR** by the tenth (10th) day of each month, **LESSEE** shall pay **LESSOR** a late fee charge of Twenty-Five Dollars (\$25.00). The **LESSOR** will not send notices of rental payments to the **LESSEE**. Payments that are late three times in a period of twelve (12) months shall be considered a default of the terms herein and shall, at **LESSOR's** option, terminate this Agreement.

5. **TAXES AND UTILITIES:**

- 5.1 Real Property Taxes: **LESSEE** shall pay when due all real property taxes, if any. If **LESSEE** is a "Tax Exempt" entity, an application for Tax Exempt status must be on file with the Josephine County Assessor's Office.
- 5.2 Personal Property Taxes: **LESSEE** shall pay any taxes or assessments on any personal property of the **LESSEE** on said Premises.
- 5.3 Utilities: **LESSEE** shall pay for any and all service or use charges in regard to sewer and water assessments, together with all other utilities, including but not limited to water, light, electricity, garbage removal, portable restrooms, and any other facilities used by **LESSEE** during its occupancy of the premises, including any deposits or service payments.
- 5.4 Irrigation: **LESSEE** shall pay any irrigation expenses incurred by **LESSEE**. **LESSOR** shall bill **LESSEE**, on an annual basis during the term of this Agreement, and **LESSEE** shall pay the charges no later than thirty (30) days following receipt of the billing invoice.

6. **INDEMNIFICATION:**

- 6.1 **LESSEE** shall defend, indemnify, reimburse, and hold harmless **LESSOR**, its officers, agents and employees, from any and all claims, liabilities, demands, damages, actions or proceedings arising from or relating to the negligence, wrongful acts, or omissions of **LESSEE** in connection with this Agreement.
- 6.2 **LESSOR** shall defend, indemnify, reimburse, and hold harmless **LESSEE**, its officers, agents and employees, from any and all claims, liabilities, demands, damages, actions or proceedings arising from or relating to the negligence, wrongful acts, or omissions of **LESSOR** in connection with this Agreement.
- 6.3 **LESSEE** shall not be deemed an agent of **LESSOR** under the Oregon Tort Claims Act.

7. **INSURANCE:**

- 7.1 Each party shall maintain insurance coverage for its property. **LESSEE** shall immediately notify **LESSOR** of any loss or damage to **LESSOR's** property after such loss, and shall cooperate fully with all requests made by the County Risk Manager or designee. **LESSEE** shall use its best efforts to monitor and protect **LESSOR's** property during the term of this Agreement. Each party shall cooperate with and provide claim-related information requested by the other party's insurance company after any loss.
- 7.2 **LESSEE** shall, at its own expense, provide and maintain insurance for the duration of this Agreement as follows:
- a. Workers' Compensation Insurance as required by law.
 - b. General Liability Insurance with minimum limits of liability, per occurrence, of \$2,000,000 for bodily injury and \$2,000,000 for property damage.
- 7.3 Liability coverage shall be provided on an "occurrence" basis if it is available. "Claims made" coverage will not be acceptable unless **LESSEE** cannot obtain occurrence coverage. **LESSOR** reserves the right to determine whether occurrence coverage is available.
- 7.4 All insurance policies must name Josephine County as an additionally named insured and must be through an insurance company licensed in the State of Oregon. The insurance policy shall provide that "Josephine County" shall include all authorities, boards, bureaus, commissions, divisions, departments, districts, and offices of Josephine County and the individual members, employees and agents thereof in their official capacities.
- 7.5 All insurance policies shall be evidenced by Certificates of Insurance which shall be delivered to the Josephine County Fairgrounds Office, 1451 Fairgrounds Rd., Grants Pass, Oregon, and to the County Property Manager at 500 NW Sixth Street, Dept. 13, Grants Pass, Oregon, prior to taking possession of the lease Premises. **LESSEE** shall provide at least thirty (30) days' written notice prior to any cancellation or material

change of any insurance policy. Such written notice must be delivered to the **LESSOR** by certified mail, return receipt requested.

7.6 **No Recourse and Deductibles:** The insurance companies issuing the insurance policies shall have no recourse against **LESSOR** (including its agents and agencies as aforesaid) for payment of any premiums or for assessments under any form of policy. Any and all deductibles shall be assumed by and be for the account of and at the sole risk of **LESSEE**.

8. **MAINTENANCE AND REPAIRS:** The **LESSEE** shall be responsible for all routine maintenance, repairs and resultant costs due to its usual and customary use of the Premises.

In addition to routine maintenance, the **LESSEE** shall be responsible for repairs occasioned by any damage caused by **LESSEE**, its officers, agents, employees or customers and to keep the Premises in a condition which is acceptable to the **LESSOR**, and which otherwise meets all applicable fire, life, safety, and health codes, all as determined by the **LESSOR**.

8.1 **Hazards:** **LESSEE** shall immediately notify **LESSOR** of any physical conditions of the Premises that could cause physical injury to patrons or staff. Both parties shall take immediate action, upon discovery, to prevent any hazards from causing damage to persons, and such action shall be appropriate for the hazards involved, up to and including the evacuation and closure of the Premises until the hazards are corrected.

9. **ALTERATIONS AND IMPROVEMENTS:**

9.1 **LESSEE**, at its own expense, shall have the right to develop an outdoor BMX bicycle racing track on the Premises, substantially as depicted in Exhibit "A," attached hereto, and by this reference incorporated herein.

9.2 **LESSEE** may construct improvements as may be necessary for the purpose of this Lease, including landscaping and fencing; provided, however that **LESSEE** shall obtain consent of the **LESSOR** prior to any such construction, fencing, or landscaping.

9.3 Prior to beginning any new construction, **LESSEE** shall submit both a preliminary and final project plan to the Josephine County Fairgrounds Manager. Development plans, layout plans, construction, reconstruction, alteration of land or improvements, or revision of layout or construction plans for this Lease Premises must be approved in advance in writing by the Josephine County Fairgrounds Manager. No drilling, trenching, excavation, planting of shrubs, trees, posts, fencing, etc. shall be permitted without prior written approval of **LESSOR**.

9.4 **LESSEE** shall not make any additions, alterations of a structural nature, or improvements in or to the demised Premises without **LESSOR'S** prior written consent; however, it is agreed, that such consent will not be unreasonably withheld.

9.5 All additions, alterations and improvements made in and to the demised Premises shall become the property of the **LESSOR**, and be surrendered with the Premises at the termination of the said Lease. **LESSEE** shall have the right to remove its business related fixtures, provided **LESSEE** repairs any damage caused by such removal.

- 9.6 Upon termination of this Agreement, **LESSEE** shall return the Premises to the **LESSOR** in the same condition or better, as it was at the commencement of this Agreement.
- 9.7 Upon termination of this Agreement, **LESSEE** shall leave in place thirty seven (37) ten (10) yard dump trucks loads of dirt. In the event that **LESSEE** does not leave in place sufficient dirt, **LESSEE** shall pay **LESSOR** for the deficiency at market rates then prevailing.
10. **ACCESS BY LESSOR:** The **LESSOR** or its representatives shall have free access to the Premises at reasonable times for the purpose of examining the same. The **LESSOR** must provide **LESSEE** with reasonable notice.

Notwithstanding any other provision of this Lease, **LESSOR** retains the right to use the parking areas subject to this Lease at all times, including use of the vehicle parking areas located adjacent to the leased Premises for all Fairgrounds events, including regularly scheduled Fair activities.

11. **ASSIGNMENT OR SUBLEASE:** The **LESSEE** covenants that this Lease shall not be assigned and that no portion of the lease Premises will be sublet by the **LESSEE** without written consent of **LESSOR**.
12. **COMPLIANCE WITH LAW:** **LESSEE** agrees that it will at its own expense, promptly observe and comply with all present and future laws, orders, regulations, rules, ordinances, and requirements of federal, state, county, and city governments with respect to the use, care, and control of the lease Premises.
13. **GOVERNING LAW:** This Lease shall be governed by and construed in accordance with the laws of the State of Oregon.
14. **VENUE:** Any claim, suit, action or other proceeding that arises from or relates to this Lease shall be brought and conducted exclusively in the Circuit Court of the State of Oregon for Josephine County; provided, however, that if any such claim must be brought in a federal forum, it shall be brought and conducted exclusively in the United States District Court for the District of Oregon.
15. **LITIGATION EXPENSE:** In the event it is necessary, an action at law or a suit in equity be brought to establish, obtain or enforce any right by either of the parties under this Agreement, then the prevailing party in such action or suit or any appeal of a judgment therein, shall be entitled to a reasonable attorney's fee allowance as well as the costs and disbursements of the action or suit.
16. **FORCE MAJEURE:** Neither **LESSOR** nor **LESSEE** shall be held responsible for delay or default caused by fire, riot, civil disobedience, acts of God, or war where such cause was beyond the control of either party. Both parties shall, however make all reasonable efforts to remove or eliminate such a cause of delay or default and shall, upon the cessation of the cause, diligently pursue performance of its obligations under this Agreement.
17. **CASUALTY DAMAGE:** If the Premises or improvements thereon are damaged or destroyed by fire or other casualty to such a degree that the Premises are unsuitable for the purpose leased as a result of the fire or other casualty, the **LESSOR** and the **LESSEE** can seek agreement on the possibility of restoring the improvements. The **LESSEE** agrees to first use proceeds from its

insurance policy to fund the repairs or renovations. The **LESSOR**, at its sole discretion, may offer to contribute funds for repairs and renovations with or without conditions upon the **LESSEE**. The **LESSOR** is not obligated to make such an offer under the terms of this lease and such an offer shall not be construed as a waiver of any of the **LESSEE** responsibilities under the terms of this lease.

If **LESSOR** and **LESSEE** agree that the improvements are beyond repair or that there are insufficient funds for rebuilding or repairing within a one (1) year time (from the date of the damage), either party may cancel this lease. Both parties agree that within ninety (90) days after any damage, they will be prepared with estimates required and make a decision to cancel the lease or go forward with the necessary repairs. If the insurance is insufficient to rebuild, the **LESSEE** may provide the remaining needed funds. In the event that the improvements are not repaired or rebuilt, any monies realized from an insurance policy shall be divided between the **LESSOR** and the **LESSEE** with first reimbursement to the **LESSOR** for the value of destroyed improvements.

18. **TERMINATION:**

18.1 **Mutual Consent:** This Agreement may be terminated at any time upon mutual consent of both parties.

18.2 **For Convenience:** This Agreement may be terminated by either party upon ninety (90) days' written notice.

18.3 **For Cause:** Either party may terminate this Agreement, effective upon delivery of written notice to the other party or at such later date as may be established upon the occurrence of any of the following:

- a. If any permit, approval, license, or certificate required by law or regulation to be held by **LESSEE** is denied or revoked; or if **LESSEE** fails to obtain permits, inspections, or insurance, or fails to pay rents or deposits as required under this Agreement.
- b. If a party fails to perform the obligations required under this Agreement, and after receipt of written notice from the other party, fails to correct such failure within thirty (30) calendar days or such other period as may be required. Written notice shall specify the nature of the breach with reasonable particularity. If the breach specified in the notice cannot be completely cured within the thirty-day period, but curative action is undertaken with reasonable diligence, in good faith, to cure the breach as soon as practicable, then such breach shall not constitute a default.
- d. If practicable, the parties shall endeavor to give notice of termination under this section ninety (90) days prior to the termination date, but failure to give notice within that time frame shall not invalidate the legal termination of this Agreement.

18.4 **Major Breach:** Either party may declare a default immediately upon the occurrence of a material breach by the other party. A material breach is one that substantially

impairs the contractual relationship of the parties to provide Services in accordance with this Agreement. Material breaches include, but are not limited to:

- a. Acts or omissions that jeopardize the health, safety or security of any person;
- b. Misuse of funds;
- c. Intentional falsification of records;
- d. Malfeasance by either party's officers, agents, or employees;
- e. Intentional refusal to comply with the provisions of this Agreement; and
- f. A pattern of repeated non-material breaches.

18.5 In the event of a default, before a party may bring an action in any court concerning this Agreement, such party must first make a good faith effort to resolve the issue through mediation, negotiation or other non-binding alternative dispute resolution. Pending final resolution of a dispute, or pending termination of this Agreement, the parties shall proceed diligently with the performance of this Agreement unless otherwise notified in writing. If a default occurs and is not resolved, the injured party may elect to terminate this Agreement and pursue any equitable or legal rights and remedies available under Oregon law.

18.6 In case of a default the non-defaulting party shall be entitled to recover damages or any other remedy provided by applicable law, or it may elect to perform the defaulting party's obligation and recover from the defaulting party the costs of such remedy.

18.7 The rights and remedies of the parties provided herein are not exclusive and are in addition to any other rights and remedies provided by law.

18.8 **Conditions:** This Lease is subject to the condition that if **LESSEE** fails to perform any of the covenants herein, including but not limited to the purposes set forth in the General Purpose clause above, or files a petition in bankruptcy, or is declared bankrupt or insolvent according to law, or makes an assignment for the benefit of its creditors, or if the leasehold estate is taken on execution, then, at the option of **LESSOR**, this Lease shall terminate and **LESSOR**, without notice or demand, may re-enter the premises and remove all persons and effects therefrom, without prejudice of any remedies which might otherwise be used by **LESSOR** for any breach of **LESSEE's** covenants.

18.9 Any termination tendered by **LESSEE** shall indicate ratification by two-thirds (2/3) of the RIVER CITY BMX Board of Directors.

19. **QUIET ENJOYMENT:** The **LESSEE**, on performing the covenants and observing the conditions of this Lease, at all times during the term, shall have the peaceable enjoyment of the Premises without hindrance or disturbance by the **LESSOR** or any person claiming through or under it or any person having paramount title.

20. **HOLDING OVER:** Any holding over by the **LESSEE** after the expiration of the term of this Lease, or the term of any extension thereof, shall be a tenancy from month to month and not otherwise.
21. **NOTICES:** Any communications or notices required under this Lease shall be given in writing by personal delivery, or by certified mail, return receipt requested, to the address set forth below. Any communication or notice so addressed and mailed shall be deemed to be given three (3) days after mailing. Any communication or notice by personal delivery shall be deemed to be given when actually delivered.

COUNTY:
Josephine County
Real Property Manager
500 NW Sixth Street, Dept. 13
Grants Pass, Oregon 97526

LESSEE:
Bear Creek BMX, Inc., dba
River City BMX
560 A NE "F" Street #333
Grants Pass, OR 97528

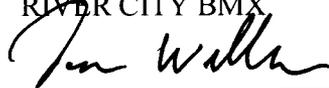
22. **MERGER:** The voluntary or other surrender of this Lease or a mutual cancellation hereof, shall not work a merger, and shall, at the option of **LESSOR**, terminate all or any existing subleases or sub-tenancies, or shall operate as an assignment to it of such subleases or sub-tenancies.
23. **TITLE:** The **LESSOR** covenants that it has good title to the lease property.
24. **INTERPRETATION:** All the covenants, agreements, conditions and terms contained in this Lease shall be binding upon, apply and inure to the benefit of the heirs, executors, administrators and assigns respectively of the **LESSOR** and the **LESSEE**, and all of said covenants shall be construed as covenants running with the land.
25. **WAIVER:** Failure of the **LESSOR** to enforce any provision of this Lease shall not constitute a waiver of **LESSOR's** right to enforce that provision or any other provision of this Lease Agreement.
26. **SEVERABILITY:** If any term or provision of this Lease is declared by a court of competent jurisdiction to be illegal or in conflict with any law, the validity of the remaining terms and provisions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if the Lease did not contain the particular term or provision held to be invalid.
27. **FURTHER ASSURANCES:** The parties agree to promptly execute and deliver any such further instruments and to perform any such further acts as may be required to carry out the intent and purpose of this Lease.
28. **NO THIRD PARTY:** This contract is between the parties named herein. No part of this contract shall be construed or interpreted to be for the benefit of a third party, and no third party has any right to performance of any obligation hereunder, nor to enforce any provisions of this contract.

- 29. **DELEGATION:** LESSEE shall not delegate to any third party any part of LESSEE's performance of any obligation under this Agreement. LESSEE shall not assign to any third party any right to receipt of any benefits under this Agreement.
- 30. **TIME OF ESSENCE:** Time is of the essence with regard to the performance of all obligations under this contract.
- 31. **AMENDMENT:** This Agreement may be amended or modified at any time upon the written Agreement of both parties, signed in the same form and manner as below.
- 32. **AUTHORITY:** The person signing this contract on behalf of LESSEE represents that he or she has authority to do so.
- 33. **ENTIRE AGREEMENT:** This Lease Agreement constitutes the entire agreement between the parties with respect to the use of the Premises, and supersedes any previous promises, representations, agreements, conditions or understandings between the parties. There are no other promises, representations, agreements, conditions or understandings, either oral or written, between the parties other than those set forth or expressly referred to in this Agreement.

LESSOR:
 JOSEPHINE COUNTY
 BOARD OF COMMISSIONERS

LESSEE:
 BEAR CREEK BMX, INC., DBA
 RIVER CITY BMX

 Cheryl Walker, Chair



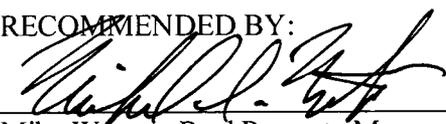
 Tom Williams, President

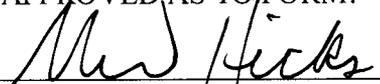
 K.O. Heck, Vice-Chair

Date 9-1-16

 Simon G. Hare, Commissioner

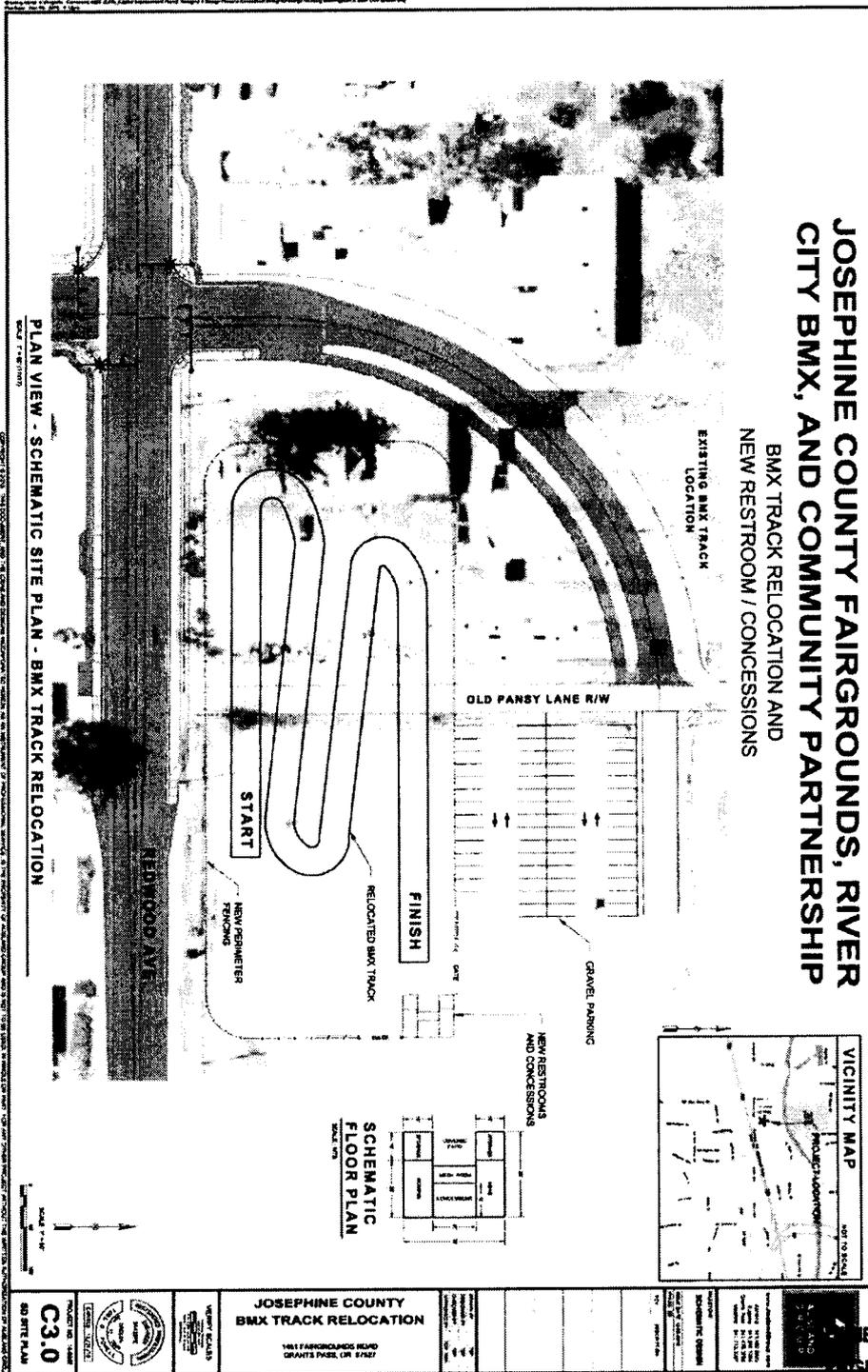
Date _____

RECOMMENDED BY:

 _____ 9-6-16
 Mike Watson, Real Property Manager Date

APPROVED AS TO FORM:

 _____ 9/6/16
 M. Wally Hicks, Legal Counsel Date

JOSEPHINE COUNTY FAIRGROUNDS, RIVER CITY BMX, AND COMMUNITY PARTNERSHIP

BMX TRACK RELOCATION AND
NEW RESTROOM / CONCESSIONS



PLAN VIEW - SCHEMATIC SITE PLAN - BMX TRACK RELOCATION

SCALE: 1" = 100'

DATE: 10/15/2024

PROJECT NO. 2024-001

C3.0

2024 SITE PLAN



JOSEPHINE COUNTY
BMX TRACK RELOCATION

1911 FAIRGROUNDS ROAD
GRANT'S PASS, OR 97127

DATE: 10/15/2024

PROJECT NO. 2024-001

SCALE: 1" = 100'

DATE: 10/15/2024

PROJECT NO. 2024-001

SCALE: 1" = 100'

DATE: 10/15/2024

PROJECT NO. 2024-001

SCALE: 1" = 100'

DATE: 10/15/2024

PROJECT NO. 2024-001

SCALE: 1" = 100'

DATE: 10/15/2024

A
1 of 2



Josephine County Board of Commissioners

AGENDA REQUEST FOR BOARD OF COMMISSIONERS

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

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

REVISED JANUARY 2016

Date Submitted to BCC	9/2/16
Administration Workshop Meeting Date (Thursday)	9/8/16
WBS Meeting Date (Wednesday) Note: Second Wednesday of the month is evening session	9/14/16

AGENDA TITLE: Order No. 2016-040; In the Matter of Determination as to a Dog Impounded under the Authority of ORS 609.155 for Killing, Wounding, Injuring or Chasing Livestock; and Imposition of Civil Penalties	
Department/Contact Person (Include Title and Ext. #)	Wally Hicks, Legal Counsel, Ext. 5227
Presenter (Include Name and Title)	Wally Hicks, Legal Counsel
Background information	This Order includes finding and the decision made bt the BCC after the hearing held at the request of the dog owner, on August 31, 2016.
Action you are requesting from the Board	Approve/sign the Order
Reviewed by Finance Director (If yes, Finance's signature required)	N/A
Reviewed by Legal Counsel (If yes, Legal's signature required)	Yes <i>WH</i>
Reviewed by Information Technology (If yes, IT's signature required)	N/A
Total Revenue, Cost, or Pass-Thru Funds to the County	\$0.00
Notes or Special Instructions to BCC Staff	Please return one original to Legal Counsel

Title of Document(s) Submitted <u>All exhibits must be clearly marked</u>	Number of original documents submitted	Are all signatures on the documents? Y/N or BCC only	Are additional signatures needed? Y/N	Will a state or federal agency be signing the document? Y/N	Will additional signatures be received electronically? Y/N
Order	2	BCC only	N	N	N

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2
3
4 **BEFORE THE BOARD OF COMMISSIONERS FOR JOSEPHINE COUNTY**
5 **STATE OF OREGON**

6 In The Matter of Determination as to a Dog
7 Impounded under the Authority of
8 ORS 609.155 for Killing, Wounding, Injuring
or Chasing Livestock; and Imposition of Civil
Penalties

ORDER No. 2016-040

9 THIS MATTER came before the Josephine County Board of Commissioners, the governing
10 body of Josephine County, Cherryl Walker presiding, on August 31, 2016, for a hearing pursuant
11 to ORS 609.158 at the request of Zachary and Stephanie Raymer, the owners of one (1) dog, a
12 Saint Bernard named Jasper, that was impounded under the authority of ORS 609.155 for
13 wounding, injuring and chasing livestock owned by Danny Harper. The Board of Commissioners,
14 having heard the testimony of witnesses, supported by reliable, probative and substantial
15 evidence, having conducted a full and fair inquiry into the facts necessary to make a
16 determination, and having considered the whole record, makes the following

17 **FINDINGS:**

18
19
20 1. In attendance at the hearing were Commissioners Cherryl Walker and Keith Heck,
21 Legal Counsel Wally Hicks, Animal Control Officer David Pitts, and dog owners Zachary and
22 Stephanie Raymer.

23 2. The Board adopted into the record the report of ACO Pitts, including the photos,
24 and a 3" x 5" message slip written by Board staff and documenting a telephone message to the
25 Board from Danny Harper, dated August 30, 2016 at 2:30PM, which states, "Can't make hearing.
26 She just had eye surgery. They don't want the dog put down. Great people, just an accident."

1 3. No objections were made as to the jurisdiction and authority of the Josephine
2 County Board of Commissioners to conduct the hearing

3 4. Zachary and Stephanie Raymer are the owners of the male dog that was
4 impounded, and were properly notified of the right to a hearing and did request a hearing in a
5 timely manner.

6 5. The dog identified herein was impounded by Josephine County Animal
7 Control on August 25, 2016, after having been identified as the dog that wounded, injured, or
8 chased livestock; namely, two goats owned by Danny Harper, located at 51 SW Western Ave,
9 Grants Pass, Oregon.

10 6. The goats are livestock within the definition of the applicable statutes.

11 7. The dog identified herein, a Saint Bernard named Jasper, remained impounded as
12 of the date of the hearing.

13 8. Witnesses presented satisfactory evidence that on August 25, 2016, the dog
14 identified herein did chase, wound and injure livestock, namely the two goats.

15 9. Dog owners Zachary and Stephanie Raymer admitted that the dog belonged to
16 them and that the dog did chase, wound, and injure livestock.

17 10. The dog identified herein did in fact wound and injure livestock, not the property of
18 the owners of the dog, on or about August 25, 2016.

19 11. Josephine County Animal Control has incurred the following costs: \$245 for lodging
20 and maintaining the dog at the impound shelter through August 31, 2016.

21 12. The value of the two goats that were injured is unknown because no evidence was
22 presented pertaining to that point.

23 13. There is no evidence that the dog has previously killed, wounded, injured or chased
24 livestock.
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STATE OF OREGON)
) ss.
County of Josephine)

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

Notary Public for Oregon
My Commission Expires: _____



Josephine County Board of Commissioners

AGENDA REQUEST FOR BOARD OF COMMISSIONERS

Agenda Requests are due by NOON on Monday of the week scheduled for Administration Workshop
Requests received after that time will be placed on the Administration Workshop agenda for the following week
If sending documents electronically – send to both
twarton@co.josephine.or.us and wwatkins@co.josephine.or.us

REVISED JANUARY 2016

Date Submitted to BCC	08/19/16 8/30/16
Administration Workshop Meeting Date (Thursday)	08/25/16 9/2/16
WBS Meeting Date (Wednesday) <small>Note: Second Wednesday of the month is evening session</small>	08/31/16 9/14/16

AGENDA TITLE: ***MUST COMPLETE THIS SECTION*** Amendment No. 1 to the <i>Contract for Personal Services between Public Works and Otak for the emergency wall repair of the Monument Drive Bridge (Bridge No. 33C28), and Inspection of Non-NBIS Bridges.</i>	
Department/Contact Person (Include Title and Ext. #)	Debbie Foster, Sr. Dept. Specialist, ext. 4433
Presenter (Include Name and Title)	Chuck DeJanvier, County Engineer, ext. 4402
Background information	Amendment to the personal services contract with Otak for the additional cost for drilling and boring test holes for the emergency repair on the <i>Monument Drive Bridge (Bridge No. 33C28)</i>
Action you are requesting from the Board	Boards Signatures
Reviewed by Finance Director (If yes, Finance's signature required)	N/A
Reviewed by Legal Counsel (If yes, Legal's signature required)	Yes <i>WH</i>
Reviewed by Information Technology (If yes, IT's signature required)	N/A
Total Revenue, Cost, or Pass-Thru Funds to the County	\$17,585.90, additional cost / \$97,461.90 - total cost
Notes or Special Instructions to BCC Staff	Please return one signed copy of PSC contract Amendment No. 1 to Debbie Foster at Public Works.

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

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

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

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

THIS AMENDMENT is made to the Contract for Personal Services dated May ~~6~~¹⁸, 2016, by and between JOSEPHINE COUNTY, OREGON, a political subdivision of the State of Oregon ("County"), by and through its Public Works Department, and Otak Inc., a corporation registered in the State of Oregon ("Contractor"). County and Contractor agree as follows:

A. Section 3 **SCOPE OF SERVICES** is amended as follows:

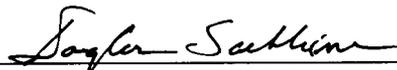
Scope of Work - Amendment: Contractor shall provide additional services in accordance with *Exhibit "A" Amendment 1- Statement of Work, for Monument Drive Bridge 33C28 Emergency Wall Repair and Inspection of Non-NBIS Bridges, for Josephine County, Oregon*, attached hereto and incorporated herein.

B. Section 6.3. **PAYMENT** is amended, to allow for payment of an additional **\$17,585.90**, as more particularly set out in *Exhibit "A" Amendment 1 (A1- Budget)*, attached hereto and incorporated herein, as follows:

6.3 During the term of this contract, total payments by County to Contractor shall not exceed the amount of **\$97,461.90**, without the prior written approval of the Contract Administrator.

C. **AFFIRMATION:** Except as otherwise amended herein, the Contract for Personal Services between the parties dated May ~~6~~¹⁸, 2016, remains in full force and effect as originally signed, and is incorporated herein by reference.

CONTRACTOR:
Otak Inc.



Douglas Sarkkinen, Principle

8-11-16
Date

JOSEPHINE COUNTY
BOARD OF COUNTY COMMISSIONERS

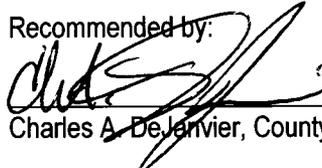
Cherryl Walker, Chair

K.O. Heck, Vice Chair

Simon G. Hare, Commissioner

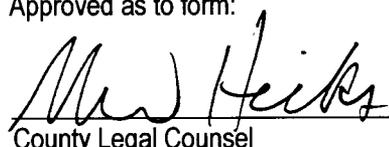
Date

Recommended by:



Charles A. DeJavier, County Engineer 8-16-16
Date

Approved as to form:



County Legal Counsel 8/30/16
Date

Exhibit A

Amendment 1

Statement of Work, for Monument Drive Bridge 33C28 Emergency Wall Repair and Inspection of Non-NBIS Bridges, for Josephine County, Oregon

Monument Drive over Jumpoff Joe Creek Bridge Repair

SCOPE OF WORK- ADDITIONAL GEOTECHNICAL SERVICES

The proposed subsurface investigation will include the following items of work:

Task 1: Field Investigation

One boring will be drilled to a depth that ranges between 40 and 50 ft below the shoulder of the roadway. The boring will be drilled using a truck mounted drill rig, using open-hole, mud-rotary drilling techniques. Disturbed split-spoon samples and/or undisturbed Shelby tube samples will be obtained from the borings at about 2.5- ft intervals of depth in the upper 20 ft and at 5-ft intervals below this depth. The Standard Penetration Test will be conducted while the disturbed split-spoon samples are being taken. The borings will be subcontracted to a drilling contractor experienced in drilling and sampling soils for engineering purposes. The drilling and sampling will be accomplished under the direction of an experienced geotechnical engineer or engineering geologist from GRI who will mark boring locations, call in utility locates in the general areas for drilling, and maintain a detailed log of the materials and conditions encountered during the course of the work. It is assumed traffic control and flagging services will be provided by others (County).

Task 2: Lab Testing

Laboratory tests will be conducted to provide data on the important physical characteristics of the subsoils, essential for engineering studies and analyses. The laboratory tests will include standard classification tests, such as natural water content and unit weight determinations.

Task 3: Geotechnical Analysis and Updated Report Preparation

Engineering studies and analyses will be accomplished that will lead to the preparation of conclusions and recommendations concerning design lateral earth pressures for the drilled and socketed H-pile retaining wall system. An updated report will be prepared that discusses the work accomplished and presents the results of the investigation and analyses. The report will be provided in electronic format for your use and distribution. Paper copies of the report can be provided upon your request.

Task 4 (Contingency Boring)

One additional boring will be advanced if subsurface conditions become soft to extended depths, highly variable, or if bedrock is present to identify the surface profile of the rock. The boring will be advanced to a depth not greater than 50 feet, or 10 feet into bedrock, whichever is less.

ESTIMATED PROJECT BUDGET

Page 1 of 2

Project Name: Monument Drive overJumpoff Joe Creek

Prepared by: CKE

PROJECT ELEMENT	HOURS/UNITS	RATE	TOTAL
TASK 1: FIELD WORK			
<i>Subcontractor(s): Hard Core Drilling, Inc. Estimate Received 7-28-16</i>			
mobilization	1	\$2,310.00	\$2,310.00
drilling (days)	2	\$3,300.00	\$6,600.00
\$0.00			
<i>Subcontractor Markup:</i>		\$0.00	\$0.00
Subcontractor Total:		\$8,910.00	
GRI Personnel:			
Principal		\$215.00	\$0.00
Associate	1.5	\$190.00	\$285.00
Senior Engineer / Geologist		\$160.00	\$0.00
Project Engineer / Geologist	11.5	\$140.00	\$1,610.00
Staff Engineer / Scientist		\$115.00	\$0.00
Engineering Assistant		\$90.00	\$0.00
GRI Personnel Total:		\$1,895.00	
Field Expenses:			
Vehicle Charges/Mile	210	\$0.54	\$113.40
Per Diem		\$0.00	
Miscellaneous Expenses		\$0.00	
Field Expenses Subtotal:		\$113.40	
Field Work Subtotal:		\$10,918.40	
TASK 2: LABORATORY WORK			
GRI Laboratory Testing:			
GRI Personnel:			
Project Engineer / Geologist		\$140.00	\$0.00
Staff Engineer / Scientist	2	\$115.00	\$230.00
Engineering Assistant		\$90.00	\$0.00
Laboratory Expenses Subtotal:		\$230.00	
PROJECT ELEMENT HOURS/UNITS RATE TOTAL			
TASK 3: GEOTECHNICAL ANALYSIS AND REPORT PREPARATION			
Principal	0.5	\$215.00	\$107.50
Associate	4	\$190.00	\$760.00
Senior Engineer / Geologist		\$160.00	\$0.00
Project Engineer / Geologist	3	\$140.00	\$420.00
Staff Engineer / Scientist		\$115.00	\$0.00
Technical Editor	2	\$120.00	\$240.00
Drafter	3	\$100.00	\$300.00
Secretarial Services		\$65.00	\$0.00
Reproduction		\$65.00	\$0.00
Analysis and Report Preparation Subtotal:		\$1,827.50	
TASK 4 (CONTINGENCY BORING)			
Principal		\$215.00	\$0.00
Associate	1	\$190.00	\$190.00
Senior Engineer / Geologist		\$160.00	\$0.00

Project Engineer / Geologist	8		\$140.00		\$1,120.00
Contract Administrator		\$125.00		\$0.00	
Contingency Boring Total (GRI):			\$1,310.00		
Subcontractor Drillers					
Assumes up to 1 day for additional boring	1		\$3,300.00		\$3,300.00
			\$0.00		
TASK 4 Contingency Subtotal:			\$4,610.00		
TOTAL PROJECT BUDGET (TASK 1,2,3):			\$12,975.90		
TOTAL WITH CONTINGENCY TASK 4			\$17,585.90		



Josephine County Board of Commissioners

AGENDA REQUEST FOR BOARD OF COMMISSIONERS

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If sending documents electronically – send to both
twharton@co.josephine.or.us and wwatkins@co.josephine.or.us
REVISED JANUARY 2016***

Date Submitted to BCC	08/30/16
Administration Workshop Meeting Date (Thursday)	09/08/16
Executive Session Date:	

AGENDA TITLE: Request for job description change: Community Corrections	
Department/Contact Person (Include Title and Ext. #)	HR/JJ Scofield 5216
Presenter (Include Name and Title)	JJ Scofield HR Director
Background information	CC would like to update the work crew supervisor position to better reflect the current duties
Action you are requesting from the Board	Approve the description change
Reviewed by Finance Director (If yes, Finance's signature required)	
Reviewed by Legal Counsel (If yes, Legal's signature required)	
Reviewed by Information Technology (If yes, IT's signature required)	
Total Revenue, Cost, or Pass-Thru Funds to the County	0
Notes or Special Instructions to BCC Staff	

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

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Josephine County, Oregon

Human Resources Office

Josephine County Courthouse
500 NW 6th Street Dept 11 / Grants Pass OR 97526
(541) 474-5217 / FAX (541) 474-5218 / TTY (800) 735-2900

POSITION DESCRIPTION

Job Title: Work Crew, Custody Alternative Program Supervisor
Department: Community Corrections
FLSA Status: Exempt
Job Code: 2703
WC Code: 9410
Effective Date: February 1, 2005
Last Revised: January 1, 2010 September 1, 2016
Pay Grade: NU14
Union: Non-Union (Supervisory)

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SUMMARY

Responsible for the supervision and management of the Community Services, and Work Crew, Home Detention and Supervisory Authority Programs of the Community Corrections Division. This position develops and implements all policies, procedures and training pertaining to the Community Service, and Work Crew, Home Detention and Supervisory Authority Custody Alternative Programs, and has the supervision responsibilities of all subordinate staff assigned to the programs. This position is responsible for negotiating and managing all contracts for work crew services, and collaborating with government or non-profit organizations for the Community Service Program and managing the assignment of jail sentences and the movement of offenders between custodial programs. Work is performed under the general direction of the Community Corrections Director who reviews work primarily on the basis of results attained and conformance to established County and departmental policies, state and federal regulations.

ESSENTIAL DUTIES AND RESPONSIBILITIES

(Illustrative Only. Any single position in this classification will not necessarily involve all of the listed duties below and other positions will involve duties which are not listed. These duties represent the essential functions needed of persons in this classification.)

1. Supervises employees in accordance with the organizations policies and applicable laws. Responsibilities include interviewing, hiring and training employees, developing, planning, assigning and reviewing work, scheduling and approving time off, appraising performance, rewarding, disciplining and terminating employees, addressing complaints, resolving disputes and problems.
2. Provides staff members with technical and / or professional assistance on an as-needed basis.
3. Develops and monitors policies and procedures for the Community Service, and Work Crew, Home Detention and Supervisory Authority Programs.
- 4.3. Develops policy and procedures as well as, implements and manages the operation of the all adult and juvenile Work Crews, and the Community Service / Work Alternative, Home Detention and Supervisory Authority programs for the Community Corrections Department, adults and juveniles.
- 5.4. Monitors expenditures for materials and services needed to provide work crews and office operations.

6.5. ~~May M~~manages a caseload of offenders referred to the programs either by the Courts, District Attorney's Office, outside counties or states or by adult or juvenile probation and parole officers.

7.6. ~~Monitors bench~~ probation cases ordered by the court or District Attorney's office to complete program, reports violations, program completions and failures to adjudicating authority and reviews/approves reports completed by case specialists and testifies to the veracity of those reports before the court when subpoenaed.

8.7. Responsible for maintaining records of hours served, timesheets, injuries etc. for purposes of reporting to the courts; monitors custodial units for purposes of compliance with maximum sentencing units allowed by law.

~~Contacts local agencies and organizations to develop community service job placement sites; insures job sites are in compliance with the court sentencing orders and the programs policies. Develops and maintains contractual relationships with agencies contracting for work crews; including contract writing, monitoring and monthly billing.~~

9.

8.

10.1. ~~Develops and maintains contractual relationships with agencies contracting for work crews; including contract writing, monitoring and monthly billing.~~

~~Maintains or oversees program statistics and information on program activities and prepares the necessary reports. Researches and prepares grant proposals and applications for program development in the areas of responsibility.~~

11.

9.

12.1. ~~Researches and prepares grant proposals and applications for program development in the areas of responsibility.~~

13.10. Meets regularly and participates in the Supervisory Authority Board meeting.

14.11. Oversees and manages the database program use for the Community Service, Work Crew, Supervisory Authority and Home Detention Programs.

15.12. Represents the Department in the community or directs staff to represent the work crew in the community by providing information and responding to inquiries, concerns and complaints from citizens regarding projects the work crews are involved in.

16.13. Participates as a part of the Community Corrections management team in planning for program development and implementation, staffing and budgetary concerns.

~~Maintains data for review by Director.~~

14. ~~Monitors the daily jail population and makes recommendations as to who to release due to over-crowding.~~

15. ~~Requests Bench Warrants on Supervisory Authority offenders due to non-compliance.~~

16. ~~Supervises offender assessment and assignment of custody time.~~

17. ~~Supervises offender movement between custody programs such as Jail, Home Detention, Work Crew or other alternative programs necessary.~~

18. ~~Conduct pre-hire background investigation on non-certified staff as well as volunteers and practicums.~~

17. ~~Other duties as assigned.~~

19.

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SUPERVISORY RESPONSIBILITIES

Directly supervises approximately 5-10 employees in the Community Corrections Division. Provides supervision including to Case Specialists, and Work Crew Coordinators I & II, and Department Secretaries. Carries out supervisory responsibilities in accordance with the organizations policies and applicable laws.

QUALIFICATIONS

Knowledge of the criminal justice system and Oregon Administrative rules pertaining to Community Service. Communicate effectively both verbally and in writing; work effectively with adult and juvenile offenders establish and maintain effective working relationships with law enforcement personnel, community services agencies and the general public; comprehend, interpret and apply legal statutes pertaining to community service; exercise good judgment and common sense in the application of established policies and procedures; maintain records and prepare accurate reports.

EDUCATION AND EXPERIENCE

Associates degree (A.A.) with coursework in psychology, social work or criminal justice, and two years of progressively responsible work related specifically to parole and probation programs, working effectively with adult and juvenile offenders; or equivalent combination of education and experience. Experience and training must demonstrate the knowledge, skills and ability to perform the above described duties.

JOB IMPACT

Problems typically encountered generally revolve around the assessment of individuals, vehicle and tool/equipment issues, monitoring the offender's compliance and sentence requirements and/or determining consequences. Consequences of error could include exposure to litigation, personal injury and public embarrassment due to such incidents as improper or lack of safety procedures, improper maintenance of jail custody time served in alternative programs or inappropriate referrals to alternative programs / agencies.

JOB CONTACTS

The position requires working with individuals referred to the Community Service and/or Work Crew Program, by the court system, law enforcement, adult and juvenile parole and probation officers, contracting agencies, social service agencies and community services agencies around the state and country.

LANGUAGE SKILLS

Ability to lead staff in a multi-program setting; interpret and apply rules, policies, procedures, and statutes to the decision making process as it applies to the Department programs and operations; develop and implement programs and policies in order to increase Department's effectiveness. Ability to communicate effectively both verbally and in writing, establish and maintain effective working relationships with agencies, service providers, state agencies, other employees and the general public. Ability to read, analyze, and interpret the most complex documents; respond effectively to the sensitive and confidential inquiries or complaints; write speeches and articles using original or innovative techniques or styles; and make effective and persuasive speeches and presentations on complex topics to top management, public groups and/or board of directors.

MATHEMATICAL SKILLS

Ability to add, subtract, multiply and divide in all units of measure, using whole numbers, common factors, fractions and decimals. Ability to compute rate, ratio and percent and to draw and interpret graphs.

REASONING ABILITIES

Ability to define problems, collect data, establish facts, and draw valid conclusions. Ability to interpret an extensive variety of technical instructions in mathematical or diagram form and deal with several abstract concrete variables.

OTHER SKILLS AND ABILITIES

The operation of standard office equipment; word processing and program database systems; ISIS and JJIS. Exercise good judgment and common sense and comprehend, interpret and apply legal statutes pertaining to community service and work crews.

CERTIFICATES, LICENSES, REGISTRATIONS

Possession of or ability to obtain a valid Oregon Driver's License; safe driving record.

BACKGROUND INVESTIGATION

Those employed in this position are subject to drug testing and a background investigation, including criminal background investigation. Conviction of a crime may disqualify an individual for this classification. Must pass and maintain Criminal Justice Information Systems (CJIS) security clearance.

Those employed in this position are subject to drug testing and background investigation, including a criminal background investigation. Conviction of a crime will not necessarily disqualify an individual for this classification.

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WORK ENVIRONMENT

Work is performed primarily in an office environment and occasionally in the field to review perspective and existing community service placement sites and work crew projects. While performing the duties of this job, the employee may be exposed to wet and/or humid conditions. The noise level in the work environment is usually moderate. This position requires working with adult criminal offenders and youth who have been referred to Juvenile Court. This position is impacted by the need to meet deadlines established by the law, ; uncontrollable work flow; the need to make immediate decisions in the case of injury and / or reassignment; and the need for accuracy and attention to detail in the maintenance of records and making appropriate referrals. This position is on-call to respond and direct work crew issues, as the work crew operates seven days a week.

PHYSICAL REQUIREMENTS

The physical demands described here are representative of those that must be met by an employee to successfully perform the essential functions of this job. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

PHYSICAL REQUIREMENTS

Check if required for essential job function	Activity	Never 0%	Occasionally 1-33%	Frequently 34-66%	Continuous 67-100%
<input checked="" type="checkbox"/>	Standing	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
<input checked="" type="checkbox"/>	Sitting - 1/2 hour plus	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
<input checked="" type="checkbox"/>	Moving about work area	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
<input checked="" type="checkbox"/>	Bending forward	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
<input type="checkbox"/>	Stoop position - 1 minute plus	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<input checked="" type="checkbox"/>	Climbing stairs - 1 floor	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<input type="checkbox"/>	Crawling - hands & knees	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<input checked="" type="checkbox"/>	Reaching overhead	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<input type="checkbox"/>	Lifting strength	# of pounds = 25			
<input checked="" type="checkbox"/>	Lifting	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<input type="checkbox"/>	Patient Lifting	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<input type="checkbox"/>	Lifting Overhead	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<input type="checkbox"/>	Moving carts, etc.	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<input checked="" type="checkbox"/>	Carry items	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<input checked="" type="checkbox"/>	Dexterity/Coordination	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
<input checked="" type="checkbox"/>	Keyboard Operation	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
<input checked="" type="checkbox"/>	Rapid-mental/hand/eye coord.	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<input checked="" type="checkbox"/>	Operation of motor vehicle	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

Speech, Vision & Hearing

<input type="checkbox"/>	Distinguish colors	Yes: <input type="checkbox"/> No: <input type="checkbox"/>
<input type="checkbox"/>	Distinguish shades	Yes: <input type="checkbox"/> No: <input type="checkbox"/>
<input checked="" type="checkbox"/>	Depth perception	Describe:
<input checked="" type="checkbox"/>	Ability to hear	Normal Speech Level:
<input type="checkbox"/>	Other Spec. Hearing Req.	Describe:

Exposure - Environmental Factors

<input checked="" type="checkbox"/>	Heat	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<input checked="" type="checkbox"/>	Cold	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<input type="checkbox"/>	Humidity	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<input checked="" type="checkbox"/>	Wet Area/Slippery	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<input checked="" type="checkbox"/>	Noise	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
<input checked="" type="checkbox"/>	Dust	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<input type="checkbox"/>	Smoke	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<input type="checkbox"/>	Vibration	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<input type="checkbox"/>	Chemical Solutions	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<input type="checkbox"/>	Uneven Area	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<input type="checkbox"/>	Ladder/Scaffold	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<input type="checkbox"/>	Ionization	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<input type="checkbox"/>	Radiation	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<input checked="" type="checkbox"/>	Body Fluids	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>