

CROOK COUNTY COURT MEETING Crook County Annex | 320 NE Court St. | Prineville OR WEDNESDAY, April 20, 2022 at 9:00 A.M.

Members of the public and media are welcome to attend in person with social distancing or via WebEx 1-408-418-9388; Access Code: 126 538 6281; Meeting Password: jEnpYBsq933

CONSENT AGENDA

(Routine matters which are not expected to generate discussion and are approved in a single vote. Any member of the Court may request removal of an item for separate discussion or vote.)

- 1. Approve Minutes of April 5, 2022 and April 12, 2022 Work Session and April 6, 2022 Regular Meeting
- 2. Approve Lease Agreement w/Taylor NW for 2nd Staging Area & Material Storage
- 3. Approve Professional Services Agreement for GIS and IT Services w/ City
- 4. Approve Crook County Chip Seal Oil Project Purchase & Application
- 5. Approve Order Form for Master Services Agreement #7539, Pictometry Oblique Imagery Services

SCHEDULED APPEARANCES

6. EDCO Update, Working on Budget Increase Requests

Requester: Kelsey Lucas & Mike Warren

DISCUSSION

- 7. Public Hearing: Order 2022 14; Naming Private Roads Located in Crook County
- Requester: Will VanVactor 8. Consider Award of Roof Repair for Road Department Shop, Intermediate Procurement Under ORS 279B.070 EXECUTIVE SESSION – None Scheduled

*The Court may add additional items arising too late to be part of this Agenda. Agenda items may be rearranged to make the best use of time. *The meeting location is accessible to persons with disabilities. If additional accommodations are required, please submit your request 48 hours prior to the meeting by contacting County Administration at 541-447-6555.

NOTICE AND DISCLAIMER

The Crook County Court is the governing body of Crook County and holds public meetings (generally on the first and third Wednesday of each month) to deliberate upon matters of County concern. As part of its efforts to keep the public apprised of its activities, the Crook County Court has published this PDF file. This file contains the material to be presented before the County Court for its next scheduled regular meeting.

Please note that while County staff members make a dedicated effort to keep this file up to date, documents and content maybe added, removed or changed between when this file is posted online and when the County Court meeting is held. The material contained herein maybe changed at any time, with or without notice.

CROOK COUNTY MAKES NO WARRANTY OF ANY KIND, EXPRESSED OR IMPLIED, INCLUDING ANY WARRENTY OF MERCHANTABILITY, ACCURACY, FITNESS FOR A PARTICULAR PURPOSE OR FOR ANY OTHER MATTER. THE COUNTY IS NOT RESPONSIBLE FOR POSSIBLE ERRORS, OMMISSIONS, MISUSE OR MISINTERPERTATION.

Please also note that this file does not contain any materials scheduled to be discussed at an executive session or material the access to which maybe restricted under the terms of Oregon law.

If you are interested in obtaining additional copies of any of the documents contained herein, they maybe obtained by completing a Crook County Public Records Request form. Request forms are available on the County's website.

CROOK COUNTY COURT MINUTES OF APRIL 5, 2022 WORK SESSION Open Portion

Be It Remembered that the Crook County Court met in a regularly scheduled Work Session on April 5, 2022, at 9:00 a.m. in the Administration Conference room located at 203 NE Court Street, Prineville, Oregon 97754.

<u>Court Members Present</u>: Judge Seth Crawford, Commissioner Jerry Brummer and Commissioner Brian Barney <u>Absentees</u>: None <u>Others Present in Person or Via WebEx</u>: Legal Counsels Eric Blaine and John Eisler; Administration Executive Assistant Amy Albert; Legal Assistant Lindsay Azevedo; IT Manager Sydney Chandler; Director Dodge Kerr; Director Will VanVactor; Code Compliance Officer Louis Seals; Eric Klann and Casey Kaiser.

WORK SESSION

The meeting was called to order at 9:00 a.m.

<u>Agenda Item #1, Sewer and Construction Easement for Garin</u>: Eric Klann and Casey Kaiser from the City of Prineville appeared before the Court to request a sewer easement north of the Apple complex. County Counsel Eric Blaine will draft an easement and send it to Jared Reid for approval. This matter will be finalized at a future County Court meeting.

At 9:05 a.m. the Court read into Executive Session under the following statute(s): ORS 192.660(2)(f) To consider information or records that are exempt by law from public inspection, ORS 192.660(2)(e) For the purpose of conducting deliberations with persons designated by the governing body to negotiate real property transactions and ORS 192.660(2)(h) Consulting with Counsel concerning the legal rights and duties of a public body with regard to current litigation or litigation likely to be filed.

EXECUTIVE SESSION

At the conclusion of the Executive Session, the County Court convened back into Open Session, inviting members of the public into the meeting room.

MOTION to authorize Commissioner Brummer to confer with the City of Prineville as discussed in Executive Session. Motion seconded. No further discussion. Motion carried 2-0.

MOTION to direct staff to correspond with counter party as discussed in Executive Session. Motion seconded. No further discussion. Motion carried 2-0.

MOTION to direct staff to correspond with counter party as discussed in Executive Session. Motion seconded. No further discussion. Motion carried 2-0. There being no further business before the Court, the meeting was **adjourned at 10:06 a.m**.

Respectfully submitted,

Amy Albert

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ORS 192.660(2)(a) To consider the employment of a public officer, employee, staff member or individual agent.

ORS 192.660(2)(b) To consider the dismissal or disciplining of, or to hear complaints or charges brought against, a public officer, employee, staff member or individual agent who does not request an open hearing.

ORS 192.660(2)(d) To conduct deliberations with persons designated by the governing body to carry on labor negotiations.

ORS 192.660(2)(e) For the purpose of conducting deliberations with persons designated by the governing body to negotiate real property transactions

ORS 192.660(2)(f) To consider information or records that are exempt by law from public inspection.

ORS 192.660(2)(g) To consider preliminary negotiations regarding trade or commerce in which you are in competition with other states or nations

ORS 192.660(2)(h) Consulting with Counsel concerning the legal rights and duties of a public body with regard to current litigation or litigation likely to be filed

ORS 192.660(2)(i) To review and evaluate the employment-related performance of the chief executive officer of a public body, a public officer, employee or staff member who does not request an open hearing

CROOK COUNTY COURT MINUTES OF APRIL 12, 2022 WORK SESSION Open Portion

Be It Remembered that the Crook County Court met in a regularly scheduled Work Session on April 12, 2022, at 9:00 a.m. in the Administration Conference room located at 203 NE Court Street, Prineville, Oregon 97754.

<u>Court Members Present</u>: Judge Seth Crawford, Commissioner Jerry Brummer and Commissioner Brian Barney <u>Absentees</u>: None <u>Others Present in Person or Via WebEx</u>: Legal Counsels Eric Blaine and John Eisler; Administration Executive Assistant Amy Albert; Legal Assistant Lindsay Azevedo; Director Will VanVactor; Director Dodge Kerr; Budget Analyst Jamie Berger; Road Master Bob O'Neal; Shop Superintendent James Staniford; Planning Manager Brent Bybee and Mike Warren.

WORK SESSION

The meeting was **called to order at 9:00 a.m.**

<u>Agenda Item #1, Community Development Update</u>: Community Development Director Will VanVactor provided an update on the number of applications and permits the building and planning departments processed in the month of March. Community Development has received appeals from Knife River and Brasada Ranch.

<u>Agenda Item #2. Consider Approval of MOU with City for Justice Center Sewer Re-</u> <u>Routing Costs</u>: The County received an MOU from the City of Prineville for the sewer rerouting costs at the Justice Center site. The City will contribute \$30,000 to this project, all remaining costs will be the responsibility of the County. This matter is time sensitive prompting Judge Crawford to sign the MOU during the Work Session.

MOTION to approve the MOU with the City of Prineville sewer line cost sharing. Motion seconded. No further discussion. Motion carried 3-0.

<u>Agenda Item #3. Bar Complaint Defense for Deputy DA's</u>: County Counsel contacted CIS regarding insurance for the Deputy District Attorney's (DDA) and was informed CIS does not provide insurance against bar complaints. County Counsel and Kari Hathorn will work to find an insurance solution for DDA's against bar complaints, this matter will be brought back before the Court at a later date.

<u>Agenda Item #4, Schedule Hearing for Planning Commission Appeal, Brasada Ranch</u> <u>Phase 15, Appeal Record #217-22-000451-PLNG</u>: The County Court set the appeal hearing for Brasada Ranch phase 15 for April 27th at 9:00 a.m.

MOTION to schedule appeal hearing for April 27th at 9:00 a.m. at the County Annex. Motion seconded. No further discussion. Motion carried 3-0.

<u>Agenda Item #5. Review Statutory Procedure for Consideration of Road Vacation</u> <u>petition, SW Springfield Street. Consider Direction to Road Master to Draft Report</u>: The County received a vacation application for Springfield Street located in PLA I. Road Master Bob O'Neal will work with County Counsel to prepare a report for County Court. Once the report is received, County Court will set a hearing date.

At 9:33 a.m. the Court read into Executive Session under the following statute(s): ORS 192.660(2)(e) For the purpose of conducting deliberations with persons designated by the governing body to negotiate real property transactions and ORS 192.660(2)(g) To consider preliminary negotiations regarding trade or commerce in which you are in competition with other states or nations.

EXECUTIVE SESSION

At the conclusion of the Executive Session, the County Court convened back into Open Session, inviting members of the public into the meeting room.

MOTION to list the property at 912 NW 12th Street for \$72,000 through the realtor of record and decline the offer of \$40,000. Motion seconded. No further discussion. Motion carried 3-0. This meeting will be continued until 12:30 p.m. and reconvene under ORS 192.660(2)(g).

There being no further business before the Court, the meeting was **adjourned at 12:52 p.m**.

Respectfully submitted,

Amy Albert

CROOK COUNTY COURT MINUTES OF APRIL 6, 2022 REGULAR MEETING Open Portion

Be It Remembered that the Crook County Court met in a Regular Court meeting on April 6, 2022, at 9:00 a.m. in the County meeting room located at 320 NE Court Street, Prineville, Oregon 97754.

<u>Court Members Present</u>: Judge Seth Crawford, Commissioner Jerry Brummer and Commissioner Brian Barney <u>Absentees</u>: None <u>Others Present in Person or Via WebEx</u>: Legal Counsel Eric Blaine; Administration Executive Assistants Amy Albert; Legal Assistant Lindsay Azevedo; Manager Casey Daly; Manager Tim Deboodt; Director Dodge Kerr; Assessor Jon Soliz; Manager Julie Martinez, Road Master Bob O'Neal, Shop Superintendent James Staniford; Jason Snider; Ruby Snider; Adriene Steffen; Randy Steffen; Brooke Blevins; Jack Rabengerg; Terra Tyger; Bobbi Aldrich and Monty Kurtz.

REGULAR SESSION

The meeting was called to order at 9:00 a.m.

MOTION to approve the Consent Agenda as presented with these changes. Motion seconded. No discussion. Motion carried 3-0.

<u>Appearances / Item #6</u>: Terra Tyger of Kids Center and Staley Micken from Mountain Star Relief Nursery appeared before the Court for child abuse prevention month. They provided statistics on child abuse and what preventative measures can be taken. Judge Seth Crawford read the child abuse prevention proclamation aloud, declaring April 2022 child abuse prevention month.

<u>Appearances / Item #7</u>: Bobbi Aldridge, Secretary for the Oregon High School Rodeo Association appeared before the Court with High School Rodeo athletes: Ruby Snider, Adriene Steffen and Brooke Blevins to request a waiver for the Fairgrounds fees April 29th through May 1st for the Tri-County Rodeo and June 6th through 9th for the State Finals Rodeo. The County Court has waived the fees for these events before and are happy to do so this year.

<u>Discussion item #8</u>: County Counsel Eric Blaine discussed the two bids received from Kirby Nagelhout and Griffin Construction for the Belknap Exhibit Center. Both companies scored extremely well however, Kirby Nagelhout received the highest scoring bid.

MOTION to authorize negotiations with Kirby Nagelhout Construction Company as the highest rated bidder and authorize negotiations with Griffin Construction if terms cannot be reached with Kirby Nagelhout. Motion seconded. No further discussion. Motion carried 3-0.

EXECUTIVE SESSION

None Scheduled

There being no further business before the Court, the meeting was **adjourned at 9:26 a.m**.

Respectfully submitted,

Amy Albert

Crook County Counsel's Office • Phone: 541-416-3919

• Fax:

Mailing: 300 NE Third St., Prineville, OR 97754 Physical: 301 NE 3rd St., Ste 200, Prineville, OR 97754





- TO: **Crook County Court**
- FROM: **County Counsel**

DATE: 4/4/2022

Lease Agreement w/ Taylor NW for 2nd Staging Area & Material Storage RE: Our File No.: CT. CONTRACTS 272(A)

541-447-6705

Attached is the 2nd extension with Taylor NW for the 7-acre staging area. The original contract allows for 4 one-year extensions. This amendment allows the County to extend the duration of the lease through 2023.

Chad Swindle from Taylor NW has already approved and signed the extension.

Please let us know if you have any questions.

Please place this memo and the attached document(s) on the Wednesday, April 20, 2022, County Court Agenda as a **CONSENT ITEM, for approval and signatures.**

AMENDMENT NO. 3 TO LEASE AGREEMENT Staging Area (7-acres)

This Amendment No. 3 to Lease Agreement for a temporary Staging Area ("Amendment No. 3") is entered into this <u>20</u>th day of <u>April</u> 2022, by and between Crook County, a political subdivision of the State of Oregon ("County"), and Taylor Northwest LLC, an Oregon limited liability company ("Taylor NW"), collectively, "the Parties."

RECITALS

A. WHEREAS, County and Taylor NW are parties to that certain Staging Area Lease Agreement dated May 29, 2020, for approximately 7-acres of real property informally known by the Parties as "the Northwest property;" and

B. WHEREAS, the lease permits Taylor NW as tenant to extend the duration for four (4) one-year extensions. The first one-year extension is memorialized as Amendment No. 2; and

C. WHEREAS, the Parties wish to memorialize the second one-year extension by the execution of this Amendment No. 3.

AGREEMENT

NOW, THEREFORE, in exchange for the mutual covenants contained below, Taylor NW and County agree as follows:

<u>Section One</u>: The Recitals listed above are incorporated herein by reference, as terms of contract and not mere recitals.

<u>Section Two</u>: The duration of the Staging Area Lease Agreement for the Northwest property is extended to May 29, 2023, unless sooner terminated according to its terms.

Section Three: Except as amended by this Amendment No. 3, all other terms of the Agreement as previously amended by Amendment No. 1 and Amendment No. 2 remain in full force and effect.

<u>Section Four</u>: This Amendment No. 3 may be executed in one or more counterparts, including electronically transmitted counterparts, which when taken

Page 1 of 2 – Amendment No. 3 to Northwest Property Lease Agreement (7 acres)

together shall constitute one in the same instrument. Facsimiles and electronic transmittals of the signed document shall be binding as though they were an original of such signed document.

IN WITNESS WHEREOF, Taylor NW and County have executed this Amendment No. 3 effective <u>May 29</u>, 2022.

TAYLOR NW CONSTRUCTION, INC.

CROOK COUNTY

Business

		lor Northwe	st LLC
By:	Chad	Swindle	

Chad Swindle

SVP - Construction Name

04 / 01 / 2022 Date:

Contractor's CCB #: _____159999

Phone: 541-382-7887

Jerry Brummer, County Commissioner

Seth Crawford, County Judge

Brian Barney, County Commissioner

Date: April 20, 2022

<u>18500 Bull Springs Rd</u> Address

BendOR97703CityStateZip

Crook County Counsel's Office • Phone: 541~416~3919

Mailing: 300 NE Third St., Prineville, OR 97754 Physical: 301 NE 3rd St., Ste 200, Prineville, OR 97754





TO:	Crook County Court
FROM:	County Counsel
DATE:	4/7/2022
RE:	<i>Professional Services Agreement for GIS and IT Services w/ City</i> Our File No.: GIS 42

541~447~6705

• Fax:

This is the 8th amendment to the agreement for County GIS and other IT services with the City. The Agreement has been in place since 2014 and allows for a 3% increase in fees with each amendment. In addition to the 3% increase, the City has agreed to contribute an additional \$5,000 towards the cost of the new imagery software, bringing the City's 2022-23 payment to \$33,584.55.

Levi Roberts has approved the new terms and Steve Forrester has signed on behalf of the City.

Please let us know if you have any questions.

Please place this memo and the attached document(s) on the Wednesday, April 20, 2022, County Court Agenda as a **CONSENT ITEM, for approval and signatures.**

AMENDMENT NO. 8 TO PROFESSIONAL SERVICES AGREEMENT (Crook County GIS Contract)

This Amendment No. 8 is entered into by and between the City of Prineville, hereinafter referred to as "City," and Crook County, hereinafter referred to as "County."

RECITALS

WHEREAS, City and County are parties to that certain Professional Services Agreement (hereinafter "the Agreement") effective July 1, 2014, for the provision of GIS services to City; and

WHEREAS, beginning May 7, 2015, and each successive year thereafter, the parties have entered into Amendments 1 through 7 of the Agreement to extend the services for an additional year and periodically adjust the compensation; and

WHEREAS, the Agreement terminates at 11:59 p.m. on June 30, 2022; and

WHEREAS, the parties wish to extend the duration of the Agreement for an additional year; and

WHEREAS, the parties agree to a three percent (3%) increase *plus* an additional \$5,000 for the next fiscal year (July 1, 2022 through June 30, 2023).

AGREEMENT

NOW, THEREFORE, in exchange for the mutual covenants contained below, City and County agree as follows:

1. The recitals listed above are incorporated herein by reference.

2. Paragraph number 1 of the Agreement entitled "Effective Date and Duration" is modified to read as follows:

Effective Date and Duration: This Agreement is effective July 1, 2014. This Agreement terminates at 11:59 p.m. on June 30, **2023**. The Agreement will be evaluated and may be renewed by mutual consent.

3. Paragraph 2 of the Agreement entitled "Contractor's Services" is modified to read as follows:

"For the fiscal year 2022-2023, the total amount due for the services under this Agreement is \$33,584.55." (\$27,751.99 (FY 21-22) + \$832.56 (3%) + \$5,000)

4. This Amendment may be executed in one or more counterparts, including electronically transmitted counterparts, which when taken together shall constitute one in

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the same instrument. Facsimiles and electronic transmittals of the signed document shall be binding as though they were an original of such signed document.

Except as amended by this Amendment No. 8, all other terms of the 5. Agreement and any previous amendments remain in full force and effect.

CITY OF PRINEVILLE = tonit Steve Forrester, City Manager

Seth Crawford, County Judge

CROOK COUNTY COURT

Date: _____

Jerry Brummer, County Commissioner

Brian Barney, County Commissioner

Date: _____

Crook County Counsel's Office • Phone: 541-416-3919

Mailing: 300 NE Third St., Prineville, OR 97754 Physical: 301 NE 3rd St., Ste 200, Prineville, OR 97754





ГО:	Crook County Court
FROM:	County Counsel
DATE:	4/8/2022
RE:	<i>Crook County Chip Seal Oil Project – Purchase & Application</i> Our File No.: ROAD 363

• Fax:

On March 16, 2022, the Court awarded the Chip Seal Oil Purchase & Application contract to Albina Asphalt.

541~447~6705

Albina has reviewed and signed the Goods and Services Contract.

Please let us know if you have any questions.

Please place this memo and the attached document(s) on the Wednesday, April 20, 2022, County Court Agenda as a **CONSENT ITEM, for approval and signatures.**

GOODS AND SERVICES CONTRACT

CONTRACTOR: ALBINA ASPHALT	DATE: <u>4/20/2022</u>	
ADDRESS: 801 Main Street	Vancouver, WA	98660
Street Address	City State	Zip
PHONE NUMBER: 360-816-8536	EMAIL: kyle arntson@albina.com	

The signing of this Contract (Agreement) by **CONTRACTOR** name above and Crook County, a political subdivision of the State of Oregon (**COUNTY**), authorizes **CONTRACTOR** to deliver the goods described below in consideration of the mutual covenants set forth herein.

- PROJECT: The goods described below are to be provided by CONTRACTOR in connection with a Project identified as follows: <u>Crook County Chip Seal Oil Project – Purchase &</u> <u>Application.</u>
- 2) DURATION: This Agreement shall run from date of execution through <u>September 1, 2022</u>, unless terminated or extended according to the provisions of this Agreement.
- 3) SCOPE OF SERVICES: **CONTRACTOR** shall supply the following for purchase: <u>Estimated</u> <u>770 tons of HFRS-P2/HFE-100S Chip Seal Oil</u>. **CONTRACTOR** shall supply the following services: <u>Equipment and Operator for Application of Chip Seal Oil for each District</u>. *See Also*, paragraph 6 below.
- 4) FEE FOR SERVICES: **CONTRACTOR**'s fee for the goods and services identified in paragraph 3 shall be: \$494,725.00.
- 5) EXTRA SERVICES: **CONTRACTOR** may also perform Extra Services (services not specified under Scope of Services), provided **CONTRACTOR** and **COUNTY** have agreed in advance and in writing to the scope and fees for such Extra Services.
- 6) ATTACHMENTS: The original Invitation to Bid, Bidder's Proposal, and Specifications and Details are all incorporated herein and by reference made a part hereof.

STANDARD PROVISIONS

- 7) SUBMITTAL OF W-9 BEFORE PAYMENT: **CONTRACTOR** must provide **COUNTY** with a fully completed W-9 form upon execution of the Agreement and prior to supplying the goods. **CONTRACTOR** will not be paid until a fully completed W-9 form is submitted.
- 8) INDEPENDENT CONTRACTOR: It is understood and agreed that **CONTRACTOR**, while supplying goods pursuant to this Agreement, is at all times acting and performing as an independent **CONTRACTOR**.
- 9) TAX DUTIES AND LIABILITIES: Neither federal, nor state, nor local income tax or payroll tax of any kind will be withheld or paid by **COUNTY**. **CONTRACTOR** is responsible to pay, according to law, **CONTRACTOR**'s income tax and self-employment tax, if applicable.
- 10) CONFIDENTIALITY: During the course of supplying of goods under this Agreement, CONTRACTOR may receive information regarding organizations and COUNTY's business

practices, employees, clients, etc. **CONTRACTOR** agrees to maintain the confidentiality of such information and to safeguard such information against loss, theft or other inadvertent disclosure.

- 11) AUTHORIZED SIGNATURES REQUIRED: Only those persons authorized by the Crook County Purchasing Rules and Procedures may enter into a binding agreement or contract, including a purchase order, for the purchase or sale of goods or services on the part of the County. All persons doing business with the **COUNTY** shall be responsible for being familiar with the Crook County Purchasing Rules and Procedures and for ensuring that the person purporting to act for the **COUNTY** has been duly authorized.
- 12) PAYMENT BY COUNTY: COUNTY will pay invoices on the 10th or 25th days of the month based upon date the invoice is received.
- 13) INDEMNIFICATION: **CONTRACTOR** shall defend, indemnify and hold harmless **COUNTY**, its agents, servants and employees, respectively, against all claims, demands and judgments (including attorney fees) made or recovered against them for damages to real or personal property or for bodily injury or death to any person, arising out of, or in connection with this Agreement, to the extent such damage, injury or death, is caused by the negligence or intentional wrongful act of **CONTRACTOR**, its employees, servants or agents.
- 14) COMPLIANCE WITH THE LAWS: **CONTRACTOR** agrees to comply with the provisions of this Agreement, Title VI of the Civil Rights Act of 1964, and with all applicable federal, state, county, and local statutes and rules.
- 15) PROTECTION OF PERSONAL INFORMATION: If **CONTRACTOR** obtains any personal information as defined in ORS 646A.602(11) related to this Agreement or concerning any County employee, **CONTRACTOR** agrees to provide appropriate safeguards to protect the security of this information. **CONTRACTOR** shall have provided appropriate safeguards by meeting or exceeding the requirements stated in ORS 646A.622.
- 16) CONDITIONS CONCERNING PAYMENT, CONTRIBUTIONS, LIENS, WITHHOLDING: Pursuant to ORS 279B.220, **CONTRACTOR** shall:
 - (a) Make payment promptly, as due, to all persons supplying to the **CONTRACTOR** labor or material for the performance of the work provided for in the Agreement;
 - (b) Pay all contributions or amounts due the Industrial Accident Fund from the **CONTRACTOR** or subcontractor incurred in the performance of the Agreement;
 - (c) Not permit any lien or claim to be filed or prosecuted against the state or a county, school district, municipality, municipal corporation, or subdivision thereof, on account of any labor or material furnished; and
 - (d) Pay to the Department of Revenue all sums withheld from employees under ORS 316.167.
- 17) CONDITIONS CONCERNING PAYMENT FOR MEDICAL CARE AND PROVIDING WORKERS' COMPENSATION: Pursuant to ORS 279B.230, **CONTRACTOR** shall:

- (a) Promptly, as due, make payment to any person, co-partnership, association, or corporation furnishing medical, surgical, and hospital care services or other needed care and attention, incident to sickness or injury, to the employees of CONTRACTOR, of all sums that CONTRACTOR agrees to pay for the services and all monies and sums that CONTRACTOR collected or deducted from the wages of employees under any law, contract, or agreement for the purpose of providing or paying for the services; and
- (b) Comply with ORS 656.017 or if not exempt under ORS 656.126.
- 18) ENTIRE AGREEMENT: This Agreement signed by both parties is the final and entire agreement and supersedes all prior and contemporaneous oral or written communications between the parties, their agents, and representatives.
- 19) AMENDMENTS: This Agreement may be supplemented, amended, or revised only in writing signed by both parties.
- 20) ASSIGNMENT: **CONTRACTOR** may not assign this Agreement, in whole or in part, without the prior written consent of **COUNTY**.
- 21) SUB-AGREEMENTS: If this project is funded in whole or in part with grant funds received by **COUNTY**, **CONTRACTOR**, as a sub-recipient of those funds, shall fully comply with all applicable terms, conditions, and requirements of the Grant Agreement, including but not limited to procurement regulations, property and equipment management and records, indemnity, and insurance provisions.
- 22) EQUIPMENT, TOOLS, MATERIALS, AND/OR SUPPLIES: **CONTRACTOR** will provide all equipment, tools, materials or supplies necessary to fulfill **CONTRACTOR**'s obligations under the terms of this agreement.
- 23) TERMINATION:
 - (a) With reasonable cause, either party may terminate this Agreement effective immediately after giving written notice of termination for cause. Reasonable cause shall include material violation of this Agreement or any act exposing the other party to liability to others for personal injury or property damage;
 - (b) Notwithstanding any other provision of this Agreement, **COUNTY** shall not be obligated for the **CONTRACTOR**'s performance hereunder or by any provision of this Agreement during any of **COUNTY**'s future fiscal years unless and until the Crook County Court appropriates funds for this Agreement in **COUNTY**'s budget for such future fiscal year.

In the event that funds are not appropriated for this Agreement, then this Agreement shall terminate as of June 30 of the last fiscal year for which funds were appropriated.

- 24) NO AUTHORITY TO BIND CROOK COUNTY: **CONTRACTOR** has no authority to enter into contracts on behalf of **COUNTY**. This Agreement does not create a partnership between the parties.
- 25) HOW NOTICES SHALL BE GIVEN: Any notice given in connection with this Agreement must be in writing and be delivered either by hand to the party or by certified mail, return receipt requested, to the party at the party's address as stated in this Bidder's Proposal.

- 26) GOVERNING LAW AND VENUE: Any dispute under this Agreement shall be governed by Oregon law with venue being located in Crook County, Oregon.
- 27) SEVERABILITY: If any part of this Agreement shall be held unenforceable, the rest of this Agreement will remain in full force and effect.
- 28) INSURANCE AND LICENSE: At all times work is performed under this Agreement, **CONTRACTOR** must be licensed and must maintain Commercial General Liability insurance with minimum limits equal to the liability limits as set by the Oregon Revised Statutes for a public entity (ORS 30.260 et seq.) aggregate, containing the complete statement "<u>Crook County</u> <u>is named as an additional insured</u>," it being the intent of the parties that the **CONTRACTOR**'s insurance will provide contractual liability and additional insured coverage for **COUNTY** consistent to cover **CONTRACTOR**'s indemnity obligations under the "INDEMNIFICATION" paragraph of this Agreement.

CONTRACTOR must provide **COUNTY** with evidence of insurance, with an endorsement requiring at least ten (10) days' notice to **COUNTY** before cancellation or modification of the insurance coverage, prior to performing under this Agreement, and must maintain the certificate's effectiveness through the term of the Agreement and any extensions thereof.

If **CONTRACTOR** fails at any time to provide **COUNTY** with a then-current certificate of insurance, **COUNTY** may immediately suspend all payments to **CONTRACTOR**, in addition to all other remedies available to it in law or equity, including but not limited to immediate termination of this Agreement. No interest will accrue for any suspended payment.

COUNTY's failure to request, review, or comment on any such certificate(s) does not affect **COUNTY**'s rights or **CONTRACTOR**'s obligations hereunder.

- 29) ATTORNEY FEES: In the event an action, lawsuit, or proceeding, including appeal therefrom, is brought for failure to observe any of the terms of this Agreement, each party shall bear its own attorney fees, expenses, costs, and disbursements for said action, lawsuit, proceeding, or appeal.
- 30) WAIVER: The failure of either party at any time or from time to time to enforce any of the terms of this Agreement shall not be construed to be a waiver of such term or of such party's right to thereafter enforce each and every provision of the Agreement.
- /// /// /// /// ///

31) COUNTERPARTS: This Goods and Services Contract may be executed in one or more counterparts, including electronically transmitted counterparts, which when taken together shall constitute one in the same instrument. Facsimiles and electronic transmittals of the signed document shall be binding as though they were an original of such signed document.

CONTRACTOR and **COUNTY** acknowledge that they are in agreement with the terms and conditions set forth in this Goods and Services Contract.

ACCEPTED FOR CONTRACTOR

ACCEPTED FOR CROOK COUNTY

Albina Asphalt

Title: <u>Sales Manager</u> Date: <u>4/6/2522</u> Seth Crawford, Judge Date: _____

Jerry Brummer, Commissioner Date: _____

Brian Barney, Commissioner Date: <u>4120122</u> Crook County Counsel's Office • Phone: 541-416-3919

Mailing: 300 NE Third St., Prineville, OR 97754 Physical: 301 NE 3rd St., Ste 200, Prineville, OR 97754





TO:	Crook County Court
FROM:	Eric Blaine, County Counsel
DATE:	April 8, 2022
RE:	Cooperative procurement order for oblique imagery services Our File No.: GIS # 98

• Fax: 541-447-6705

At a prior County Court work session, the GIS and Assessor's office presented material regarding the potential benefits of engaging a firm to provide oblique aerial imagery of real property parcels in Crook County. The expected cost for these services exceeded the threshold created by ORS 279B.070. The County investigated whether there was a statewide cooperative procurement agreement which could provide for the desired services, and found that Pictometry International Corp. had executed such an agreement.

Under ORS 279A.200 *et seq.*, if a contract executed by a qualifying Oregon public entity meets certain requirements, then other public entities are able to purchase under that contract on the same terms and conditions. The State has created the "OregonBuys" website, as successor to the earlier ORPIN website, as a clearinghouse for such agreements. Under Master Service Agreement # 7539, its exhibits, and its amendments, authorized users such as Crook County can directly purchase Pictometry services and products.

The attached order form incorporates the provisions of that Master Service Agreement and related documents, and describes the services and quantities to be ordered by Crook County. A number of items are listed at a discounted rate, including for some items a discount of 100%.

Please let me know if you have any questions.

Please place this memo and the attached document(s) on the Wednesday, April 20, 2022 County Court Agenda as a **CONSENT ITEM, for approval and signatures.**

PURCHASE ORDER SUBMITTED BY CROOK COUNTY, OR ("<u>CUSTOMER</u>") PURSUANT TO MASTER SERVICES AGREEMENT #7539 BY AND BETWEEN THE STATE OF OREGON, DEPARTMENT OF ADMINISTRATIVE SERVICES, AND PICTOMETRY INTERNATIONAL CORP. ("PICTOMETRY")

 This Purchase Order ("<u>Order Form</u>") is submitted pursuant to the Master Services Agreement referenced above (the "MSA") in combination with the contract components listed below, all of which are hereby incorporated by reference onto this Purchase Order as is fully set forth herein:

Contract Specific Terms set forth in Part 2 of the MSA Description of Products and Services set forth in Exhibit A to the MSA Contractor's product-specific terms, conditions and licenses set forth in Exhibits D-1 through D-4 to the MSA This Order Form

all of which, collectively, constitute this "<u>Agreement</u>" and set forth the entire understanding between Pictometry and Customer with respect to the subject matter hereof and supersedes all prior representations, agreements and arrangements, whether oral or written, relating to the subject matter hereof. Any modifications to this Agreement must be made in writing and be signed by duly authorized officers of each party.

- 2. In the event of any conflict among any contract components comprising this Agreement, order of precedence for resolving such conflict is specified in the MSA
- 3. All notices under this Agreement shall be in writing and shall be sent to the following respective addresses:

CUSTOMER NOTICE ADDRESS		
422 NW Beaver St Prineville		
Prineville, OR 97754		
Attn: Levi Roberts, GIS/IT Specialist		
Phone: (541) 416-3930 Fax:		

PICTOMETRY NOTICE ADDRESS		
25 Methodist Hill Drive		
Rochester, New York 14623		
Attn: General Counsel		
Phone: (585) 486-0093 Fax: (585) 486-0098		

Either party may change their respective notice address by giving written notice of such change to the other party at the other party's then-current notice address. Notices shall be given by any of the following methods: personal delivery; reputable express courier providing written receipt; or postage-paid certified or registered United States mail, return receipt requested. Notice shall be deemed given when actually received or when delivery is refused.

This Agreement shall become effective upon execution by duly authorized officers of Customer and Pictometry and receipt by Pictometry of such fully executed document, such date of receipt by Pictometry being the "Effective Date."

PARTIES:	
CUSTOMER	PICTOMETRY
CROOK COUNTY, OR	PICTOMETRY INTERNATIONAL CORP.
	a Delaware corporation
SIGNATURE:	SIGNATURE:
NAME:	NAME:
TITLE:	TITLE:
DATE:	EXECUTION DATE:
	DATE OF RECEIPT (EFFECTIVE DATE):

SECTION A

PRODUCT DESCRIPTIONS, PRICES AND PAYMENT TERMS

Pictometry International Corp. 25 Methodist Hill Drive Rochester, New York 14623

ORDER #
C5296756

BILL TO		
Crook County, OR		
Levi Roberts, GIS/IT Specialist		
422 NW Beaver St Prineville		
Prineville, OR 97754		
(541) 416-3930		
levi.roberts@co.crook.or.us		

SHIP ТО	
Crook County, OR	
Levi Roberts, GIS/IT Specialist	
422 NW Beaver St Prineville	
Prineville, OR 97754	
(541) 416-3930	
levi.roberts@co.crook.or.us	

CUSTOMER ID	SALES REP		FREQUENCY OF PROJECT	
A118150	dwalt		Triennial	
STATE OF OREGON CONTRA	ACT NO.	7539		

STATE OF	OREGON	CONTRACT NO.	

FIRST PR	FIRST PROJECT				
QTY	PRODUCT NAME	PRODUCT DESCRIPTION	LIST PRICE	DISCOUNT PRICE (%)	AMOUNT ¹
932	Reveal Essentials+ Community	Provides ortho and oblique imagery at a Community level. Deliverables include measurable oblique and ortho imagery at a community resolutions. Color balanced orthomosaic imagery is generated by a fully automated photogrammetric process and delivered digitally in various formats with the associated metadata. Applicable Terms and Conditions: Delivered Content Terms and Conditions of Use Product Parameters: <i>Leaf:</i> Leaf Off: Less than 30% leaf cover	\$ 70.00		\$ 65,240.00
33	Reveal Essentials+ Property	Provides high resolution ortho and oblique imagery at a Property level. Deliverables include measurable oblique and ortho imagery at a property resolutions. Color balanced orthomosaic imagery is generated by a fully automated photogrammetric process and delivered digitally in various formats with the associated metadata. Applicable Terms and Conditions: Delivered Content Terms and Conditions of Use Product Parameters: <i>Leaf:</i> Leaf Off: Less than 30% leaf cover	\$ 400.00	\$ 360.00 (10% - Long Term Incentive Discount)	\$ 11,880.00
3	CONNECT Gov 50 Package *	CONNECT Gov 50 Package provides Customer with access to and use of Pictometry Connect - CA - 50, Pictometry Connect View - CA, and CONNECT ImageService CA as described elsewhere in this Agreement. Applicable Terms and Conditions: Online Services General Terms and Conditions;Software License Agreement	\$ 3,500.00	\$ 2,345.00 (33%)	\$ 7,035.00
17,000	Building Outline Creation; Digital Parcel File Provided *	Building outlines are created from the most-nadir single- frame orthogonal image in a specified, Pictometry imagery source. Pictometry delivers digital building outlines and their attributes in shapefile and geodatabase formats. Coverage includes only locations specified in a single, customer-provided digital parcel shapefile. Parcels in the	\$ 0.39		\$ 6,630.00

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w Adv Training H t sw Adv Training H t t t t t	specified locations must be generally contiguous. All Pictometry imagery to be used must be licensed or owned by the customer. Final invoiced amount will be adjusted for the actual quantity of records in the parcel file used for production. Applicable Terms and Conditions: Delivered Content Terms and Conditions of Use Product Parameters: Data Source – Base: Pictometry Imagery Data Source Year – Base: 2022 Data Source Year – Comparison: N/A Data Source Year – Comparison: N/A Deck Identification: Marked with a Point Regional Status Report Requested: Modified Technical Specifications: Parameter Changes Prior to commencement of production, Customer may make changes to these product parameters by providing Pictometry with written authorization (email being acceptable).	\$ 2,499.00		\$ 4,998.00
w Adv Training F t a t	Terms and Conditions of Use Product Parameters: Data Source – Base: Pictometry Imagery Data Source Year – Base: 2022 Data Source – Comparison: N/A Data Source Year – Comparison: N/A Deck Identification: Marked with a Point Regional Status Report Requested: Modified Technical Specifications: Parameter Changes Prior to commencement of production, Customer may make changes to these product parameters by providing Pictometry with written authorization (email being acceptable). Full conference registration to advanced training designed to maximize deployment. Includes hotel room for up to three nights, event registration, and round-trip airfare up to \$500. Customer will be provided with discount code to complete FutureView registration. (Air Travel Restrictions - 30 day advance purchase for airfare, per person round trip airfare at standard coach class rates through Pictometry's travel provider only.) Must be redeemed within three years	\$ 2,499.00		\$ 4,998.00
w Adv Training F t t s c a t	Data Source – Base: Pictometry Imagery Data Source Year – Base: 2022 Data Source – Comparison: N/A Data Source Year – Comparison: N/A Deck Identification: Marked with a Point Regional Status Report Requested: Modified Technical Specifications: Parameter Changes Prior to commencement of production, Customer may make changes to these product parameters by providing Pictometry with written authorization (email being acceptable). Full conference registration to advanced training designed to maximize deployment. Includes hotel room for up to three nights, event registration, and round-trip airfare up to \$500. Customer will be provided with discount code to complete FutureView registration. (Air Travel Restrictions - 30 day advance purchase for airfare, per person round trip airfare at standard coach class rates through Pictometry's travel provider only.) Must be redeemed within three years	\$ 2,499.00		\$ 4,998.00
- t t \$ c - a t	to maximize deployment. Includes hotel room for up to three nights, event registration, and round-trip airfare up to \$500. Customer will be provided with discount code to complete FutureView registration. (Air Travel Restrictions - 30 day advance purchase for airfare, per person round trip airfare at standard coach class rates through Pictometry's travel provider only.) Must be redeemed within three years	\$ 2,499.00		\$ 4,998.00
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nder - Project Fee 7 r E	Applicable Terms and Conditions: Order Form This is a flat fee per project. One project set-up fee is required for each Change Detection, Change Detection and Building Outlines, or Building Outline line item in the order.	\$ 1,000.00		\$ 1,000.00
ł	Applicable Terms and Conditions: Order Form			
3)Yrs of EFS t Support 4 t S s f	the License Software, two (2) End User Training Sessions, one (1) Advanced User Technical Training, one (1) Administration / IT Training Session, fifteen (15) hours of telephone support, one copy of Pictometry Electronic Field Study (EFS) software, latest version, on the storage media specified herein, and access to download updated versions of the EFS Licensed Software for a period of three years from the initial date of shipment of the EFS software, along	\$ 0.00		\$ 0.00
v i: a c a	visualization-only access to the Pictometry-hosted custom imagery libraries specified elsewhere in this Agreement via a web application or server based integration. Requires a customer-provided web application or server based application. With respect to imagery available through this product to third parties or the Public, Pictometry reserves	\$ 750.00	\$ 0.00 (100%)	\$ 0.00
	nagery Bundle 3)Yrs of EFS Support y Connect View -	 3)Yrs of EFS Support the License Software, two (2) End User Training Sessions, one (1) Advanced User Technical Training, one (1) Administration / IT Training Session, fifteen (15) hours of telephone support, one copy of Pictometry Electronic Field Study (EFS) software, latest version, on the storage media specified herein, and access to download updated versions of the EFS Licensed Software for a period of three years from the initial date of shipment of the EFS software, along with a copy of the updated documentation. Applicable Terms and Conditions: Software License Agreement 	magery Bundle (3)Yrs of EFS SupportIncludes digital copy of the Licensed Documentation for the License Software, two (2) End User Training Sessions, one (1) Advanced User Technical Training, one (1) Administration / IT Training Session, fifteen (15) hours of telephone support, one copy of Pictometry Electronic Field Study (EFS) software, latest version, on the storage media specified herein, and access to download updated versions of the EFS Licensed Software for a period of three years from the initial date of shipment of the EFS software, along with a copy of the updated documentation.\$ 750.00y Connect View -Pictometry Connect View - CA (Custom Access) provides visualization-only access to the Pictometry-hosted custom imagery libraries specified elsewhere in this Agreement via a web application or server based application. With respect to imagery available through this product to third parties or the Public, Pictometry reserves\$ 750.00	magery Bundle 3)Yrs of EFS Support Includes digital copy of the Licensed Documentation for the License Software, two (2) End User Training Sessions, one (1) Advanced User Technical Training, one (1) Administration / IT Training Session, fifteen (15) hours of telephone support, one copy of Pictometry Electronic Field Study (EFS) software, latest version, on the storage media specified herein, and access to download updated versions of the EFS Licensed Software for a period of three years from the initial date of shipment of the EFS software, along with a copy of the updated documentation. Applicable Terms and Conditions: Software License Agreement y Connect View - Pictometry Connect View - CA (Custom Access) provides visualization-only access to the Pictometry-hosted custom imagery libraries specified elsewhere in this Agreement via a web application or server based integration. Requires a customer-provided web application or server based application. With respect to imagery available through this product to third parties or the Public, Pictometry reserves \$ 750.00

		Term commences on date of activation. The quantity represents the number of years in the Connect term. Applicable Terms and Conditions: Web Visualization Offering Terms and Conditions			
		Product Parameters: <i>Admin User Name:</i> Levi Roberts <i>Admin User Email:</i> levi.roberts@co.crook.or.us			
1	Pictometry for Esri Web AppBuilder	 Pictometry for Esri Web AppBuilder is a server based widget for installation on Customer's server that allows users with valid Pictometry Connect accounts to access oblique and orthogonal imagery within web applications authored using Web AppBuilder for ArcGIS (Developer Edition) available separately from Esri. Requires a Pictometry Connect account. Applicable Terms and Conditions: Software License Agreement Product Parameters: <i>Server Integration:</i> Web AppBuilder (Both Visualization and Analytics) 	\$ 1,990.00	\$ 0.00 (100%)	\$ 0.00
3	CONNECT ImageService CA	Connect Image Service - CA (Custom Access) provides access via a secure web mapping service to existing orthomosaics available within Customer's Connect account. This service allows use by Customer each calendar month of a total number of image request transactions equal to the product resulting from multiplying (a) the number of concurrent users authorized to use the Connect Image Service pursuant to this Agreement, by (b) 1500 (such product being the "Monthly Image Request Limit"). To the extent use of the Connect Image Service pursuant to this Agreement results in a total number of image request transactions in excess of the Monthly Image Request Limit, Pictometry may review the usage with Customer, increase the price for Customer's Connect Image Service with Customer's consent or, in Pictometry's discretion, suspend further access by Customer to the Connect Image Service. This offering is provided solely for internal use within Customer's organization. Customer must maintain an active paid Pictometry Connect account in order to utilize the Connect Image Service. Applicable Terms and Conditions: Online Services General Terms and Conditions	\$ 2,000.00	\$ 0.00 (100%)	\$ 0.00
3	Pictometry Connect - CA - 50	Pictometry Connect - CA - 50 (Custom Access) provides up to 50 concurrent authorized users the ability to login and access the Pictometry-hosted custom imagery libraries specified elsewhere in this Agreement via a web-based, server-based or desktop integration. The default deployment is through web-based Pictometry Connect. Term commences on date of activation. The quantity represents the number of years in the Connect term. Applicable Terms and Conditions: Online Services General Terms and Conditions;Software License Agreement	\$ 2,200.00	\$ 0.00 (100%)	\$ 0.00
		Product Parameters: <i>Admin User Name:</i> Levi Roberts <i>Admin User Email:</i> levi.roberts@co.crook.or.us			
Page 4 of 11		Crook County, OR - C5296756 2022-04-07		C-(0001-20200910.8

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1	Pictometry Connect - EarlyAccess	Pictometry Connect - EarlyAccess provides authorized users the ability to login and access the imagery, as specified elsewhere in this agreement, immediately following its preliminary processing and quality control checks and prior to its final processing. Early Access imagery will become available in CONNECT Explorer incrementally as it is processed and it will remain available until final, fully processed imagery is made available through other means. This offering requires an active Pictometry CONNECT account and the current purchase of access to an imagery product. Applicable Terms and Conditions: Online Services General Terms and Conditions	\$ 10,000.00	\$ 0.00 (100%)	\$ 0.00
1	RapidAccess - Disaster Response Program	RapidAccess - Disaster Response Program is an emergency response program offering flights after an emergency or disaster. Refer to the attached detailed description of the Disaster Response Program. Applicable Terms and Conditions: Order Form	\$ 0.00		\$ 0.00
932	Reveal Orthomosaic - Combined	This product represents a single orthomosaic, combining tiles of multiple resolutions with the best-available resolution preferred Applicable Terms and Conditions: Delivered Content Terms and Conditions of Use Product Parameters: <i>Leaf:</i> Leaf Off: Less than 30% leaf cover	\$ 0.00		\$ 0.00
			SUE	TOTAL	\$96,783.00

QTY	PRODUCT NAME	PRODUCT DESCRIPTION	LIST PRICE	DISCOUNT PRICE (%)	AMOUNT ¹
932	Reveal Essentials+ Community	Provides ortho and oblique imagery at a Community level. Deliverables include measurable oblique and ortho imagery at a community resolutions. Color balanced orthomosaic imagery is generated by a fully automated photogrammetric process and delivered digitally in various formats with the associated metadata. Applicable Terms and Conditions: Delivered Content Terms and Conditions of Use Product Parameters: <i>Leaf:</i> Leaf Off: Less than 30% leaf cover	\$ 70.00		\$ 65,240.00
33	Reveal Essentials+ Property	Provides high resolution ortho and oblique imagery at a Property level. Deliverables include measurable oblique and ortho imagery at a property resolutions. Color balanced orthomosaic imagery is generated by a fully automated photogrammetric process and delivered digitally in various formats with the associated metadata. Applicable Terms and Conditions: Delivered Content Terms and Conditions of Use Product Parameters: <i>Leaf:</i> Leaf Off: Less than 30% leaf cover	\$ 400.00	\$ 360.00 (10% - Long Term Incentive Discount)	\$ 11,880.00
17,000	ChangeFinder - Change Detection; Digital Parcel File Provided	Existing building outlines from a specified older imagery source are updated and classified relative to the most-nadir single-frame orthogonal image in a specified, newer	\$ 0.44		\$ 7,480.00

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	*	 Pictometry imagery source. Pictometry delivers updated digital building outlines from the newer imagery source and their classification attributes in shapefile and geodatabase formats. Coverage includes only locations specified in a single, customer-provided digital parcel shapefile. Parcels in the specified locations must be generally contiguous. All Pictometry imagery to be used must be licensed or owned by the customer. Final invoiced amount will be adjusted for the actual quantity of records in the parcel file used for production. Use of older non-Pictometry-sourced building outline data requires acceptance in advance. Applicable Terms and Conditions: Delivered Content Terms and Conditions of Use Product Parameters: Data Source – Base: Pictometry Outlines Data Source Year – Base: 2022 Data Source Year – Comparison: Pictometry Imagery Data Source Year – Comparison: 2025 Deck Identification: Marked with a Point Regional Status Report Requested: Modified Technical Specifications: Parameter Changes Prior to commencement of production, Customer may make changes to these product parameters by providing Pictometry with written authorization (email being acceptable). 			
3	CONNECT Gov 50 Package *	CONNECT Gov 50 Package provides Customer with access to and use of Pictometry Connect - CA - 50, Pictometry Connect View - CA, and CONNECT ImageService CA as described elsewhere in this Agreement.	\$ 3,500.00	\$ 2,345.00 (33%)	\$ 7,035.00
		Applicable Terms and Conditions: Online Services General Terms and Conditions;Software License Agreement			
2	FutureView Adv Training	Full conference registration to advanced training designed to maximize deployment. Includes hotel room for up to three nights, event registration, and round-trip airfare up to \$500. Customer will be provided with discount code to complete FutureView registration. (Air Travel Restrictions - 30 day advance purchase for airfare, per person round trip airfare at standard coach class rates through Pictometry's travel provider only.) Must be redeemed within three years of agreement execution date.	\$ 2,499.00		\$ 4,998.00
		Applicable Terms and Conditions: Order Form			
1	ChangeFinder - Project Fee *	This is a flat fee per project. One project set-up fee is required for each Change Detection, Change Detection and Building Outlines, or Building Outline line item in the order.	\$ 1,000.00		\$ 1,000.00
		Applicable Terms and Conditions: Order Form			
1	Pictometry for Esri Web AppBuilder	Pictometry for Esri Web AppBuilder is a server based widget for installation on Customer's server that allows users with valid Pictometry Connect accounts to access oblique and orthogonal imagery within web applications authored using Web AppBuilder for ArcGIS (Developer	\$ 1,990.00	\$ 0.00 (100%)	\$ 0.00

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		Edition) available separately from Esri. Requires a			
		Pictometry Connect account.			
		Applicable Terms and Conditions: Software License Agreement			
		Product Parameters: Server Integration: Web AppBuilder (Both Visualization and Analytics)			
3	Pictometry Connect View - CA	Pictometry Connect View - CA (Custom Access) provides visualization-only access to the Pictometry-hosted custom imagery libraries specified elsewhere in this Agreement via a web application or server based integration. Requires a customer-provided web application or server based application. With respect to imagery available through this product to third parties or the Public, Pictometry reserves the right to reduce the resolution of the imagery available. Term commences on date of activation. The quantity represents the number of years in the Connect term. Applicable Terms and Conditions: Web Visualization	\$ 750.00	\$ 0.00 (100%)	\$ 0.00
		Offering Terms and Conditions Product Parameters: <i>Admin User Name:</i> Levi Roberts <i>Admin User Email:</i> levi.roberts@co.crook.or.us			
-	Oblique Imagery Bundle w/Three (3)Yrs of EFS Maint & Support	Includes digital copy of the Licensed Documentation for the License Software, two (2) End User Training Sessions, one (1) Advanced User Technical Training, one (1) Administration / IT Training Session, fifteen (15) hours of telephone support, one copy of Pictometry Electronic Field Study (EFS) software, latest version, on the storage media specified herein, and access to download updated versions of the EFS Licensed Software for a period of three years from the initial date of shipment of the EFS software, along with a copy of the updated documentation.	\$ 0.00		\$ 0.00
		Applicable Terms and Conditions: Software License Agreement			
3	CONNECT ImageService CA	Connect Image Service - CA (Custom Access) provides access via a secure web mapping service to existing orthomosaics available within Customer's Connect account. This service allows use by Customer each calendar month of a total number of image request transactions equal to the product resulting from multiplying (a) the number of concurrent users authorized to use the Connect Image Service pursuant to this Agreement, by (b) 1500 (such product being the "Monthly Image Request Limit"). To the extent use of the Connect Image Service pursuant to this Agreement results in a total number of image request transactions in excess of the Monthly Image Request Limit, Pictometry may review the usage with Customer, increase the price for Customer's Connect Image Service with Customer's consent or, in Pictometry's discretion, suspend further access by Customer to the Connect Image Service. This offering is provided solely for internal use within Customer's organization. Customer must maintain an active paid Pictometry Connect account in order to utilize the Connect Image Service. Applicable Terms and Conditions: Online Services General Terms and Conditions	\$ 2,000.00	\$ 0.00 (100%)	\$ 0.00
3 Page 7 of 11		Agreement Connect Image Service - CA (Custom Access) provides access via a secure web mapping service to existing orthomosaics available within Customer's Connect account. This service allows use by Customer each calendar month of a total number of image request transactions equal to the product resulting from multiplying (a) the number of concurrent users authorized to use the Connect Image Service pursuant to this Agreement, by (b) 1500 (such product being the "Monthly Image Request Limit"). To the extent use of the Connect Image Service pursuant to this Agreement results in a total number of image request transactions in excess of the Monthly Image Request Limit, Pictometry may review the usage with Customer, increase the price for Customer's Connect Image Service with Customer's consent or, in Pictometry's discretion, suspend further access by Customer to the Connect Image Service. This offering is provided solely for internal use within Customer's organization. Customer must maintain an active paid Pictometry Connect account in order to utilize the Connect Image Service. Applicable Terms and Conditions: Online Services General	\$ 2,000.00	(100%)	\$ 0.0

	Pictometry Connect - CA - 50	Pictometry Connect - CA - 50 (Custom Access) provides up to 50 concurrent authorized users the ability to login and	\$ 2,200.00	\$ 0.00 (100%)	\$ 0.00
		access the Pictometry-hosted custom imagery libraries specified elsewhere in this Agreement via a web-based, server-based or desktop integration. The default			
		deployment is through web-based Pictometry Connect. Term commences on date of activation. The quantity represents the number of years in the Connect term.			
		Applicable Terms and Conditions: Online Services General			
		Terms and Conditions;Software License Agreement Product Parameters:			
		Admin User Name: Levi Roberts			
		Admin User Email: levi.roberts@co.crook.or.us			
	Pictometry Connect - EarlyAccess	Pictometry Connect - EarlyAccess provides authorized users the ability to login and access the imagery, as specified elsewhere in this agreement, immediately	\$ 10,000.00	\$ 0.00 (100%)	\$ 0.00
		following its preliminary processing and quality control checks and prior to its final processing. Early Access imagery will become available in CONNECT Explorer			
		incrementally as it is processed and it will remain available until final, fully processed imagery is made available through other means. This offering requires an active Pictometry CONNECT account and the current purchase of			
		access to an imagery product. Applicable Terms and Conditions: Online Services General Terms and Conditions			
	RapidAccess - Disaster Response Program	RapidAccess - Disaster Response Program is an emergency response program offering flights after an emergency or disaster. Refer to the attached detailed description of the Disaster Response Program.	\$ 0.00		\$ 0.00
		Applicable Terms and Conditions: Order Form			
2	Reveal Orthomosaic - Combined	This product represents a single orthomosaic, combining tiles of multiple resolutions with the best-available resolution preferred	\$ 0.00		\$ 0.00
		Applicable Terms and Conditions: Delivered Content Terms and Conditions of Use			
		Product Parameters: <i>Leaf:</i> Leaf Off: Less than 30% leaf cover			
	Pictometry CONNECTAssessment	Pictometry CONNECTAssessment allows a user the ability to log in and access Pictometry ChangeFinder data and Pictometry-hosted imagery libraries, which have been licensed to the Customer and specified elsewhere in this Agreement, via a web-based application. The number of concurrent authorized users is specified in Customer's existing Connect agreement. Access runs concurrent with	\$ 5,000.00	\$ 0.00 (100%)	\$ 0.00
		existing Connect agreement. Access runs concurrent with last activation (and scheduled expiration) of the Customer's existing Connect account. This offering requires an active Pictometry CONNECT account.			
		Applicable Terms and Conditions: Online Services General Terms and Conditions			
			SUB	TOTAL	\$97,633
Chamler	you for choosing Pictometry as yo	our service provider	TOTAL		\$ 194,416.0

¹Amount per product = ((1-Discount %) * Qty * List Price)

* Products and services listed above that are designated with this symbol ("Non-MSA Products and Services") are not included in the Description of Products and Services set forth in Exhibit A to the MSA. Nonetheless, Pictometry will make such Non-MSA Products and Services available to Customer pursuant to this Order Form at the respective prices shown above subject to the following: By executing this Order Form both Customer and Pictometry agree to that (i) the Contract Specific Terms set forth in Part 2 of the MSA, (ii) the product-specific terms, conditions and licenses set forth in Exhibits D-1 through D-4 to the MSA that are listed in the respective product descriptions set forth above as applicable to the Non-MSA Products and Services, and (iii) this Order Form shall all apply to those Non-MSA Products and Services listed above as if those Non-MSA Products and Services were included in the Description of Products and Services set forth in Exhibit A to the MSA.

STANDARD ORTHO MOSAIC PRODUCTS

Pictometry standard ortho mosaic products are produced through automated mosaicking processes that incorporate digital elevation data with individual Pictometry ortho frames to create large-area mosaics on an extremely cost-effective basis. Because these products are produced through automated processes, rather than more expensive manual review and hand-touched corrective processes, there may be inherent artifacts in some of the resulting mosaics. While Pictometry works to minimize such artifacts, the Pictometry standard ortho mosaic products are provided on an 'AS IS' basis with respect to visible cutlines along mosaic seams resulting from the following types of artifacts:

- i. Disconnects in non-elevated surfaces generally caused by inaccurate elevation data;
- ii. Disconnects in elevated surfaces (e.g., roadways, bridges, etc.) generally caused by elevated surfaces not being represented in the elevation data;
- iii. Building intersect and clipping generally caused by buildings not being represented in the elevation data;
- iv. Seasonal variations caused by images taken at different times during a season, or during different seasons;
- v. Ground illumination variations caused by images taken under different illumination (e.g., sunny, high overcast, morning light, afternoon light, etc.) within one flight day or during different flight days;
- vi. Single GSD color variations caused by illumination differences or multiple-aircraft/camera captures;
- vii. Mixed GSD color variations caused by adjacent areas being flown at different ground sample distances (GSDs); and
- viii. Water body color variations caused by multiple individual frames being used to create a mosaic across a body of water (e.g., lakes, ponds, rivers, etc.).

Other Pictometry products may be available that are less prone to such artifacts than the Pictometry standard ortho mosaic products.

Geofences:

FIRST PROJECT

For the Pictometry Connect - CA - 50, CONNECT ImageService CA, Pictometry Connect View - CA product(s) in this project, the following geofences apply:

OR Crook, OR Crook (Primary)

SECOND PROJECT

For the Pictometry Connect - CA - 50, CONNECT ImageService CA, Pictometry Connect View - CA product(s) in this project, the following geofences apply:

OR Crook, OR Crook (Primary)

FEES; PAYMENT TERMS

All amounts due to Pictometry pursuant to this Agreement ("Fees") are expressed in United States dollars and do not include any duties, taxes (including, without limitation, any sales, use, ad valorem or withholding, value added or other taxes) or handling fees, all of which are in addition to the amounts shown above and, to the extent applicable to purchases by Customer, shall be paid by Customer to Pictometry without reducing any amount owed to Pictometry unless documents satisfactory to Pictometry evidencing exemption from such taxes is provided to Pictometry prior to billing.

FIRST PROJECT

Due at Initial Shipment of Imagery	\$32,261.00
Due at First Anniversary of Shipment of Imagery	\$32,261.00
Due at Second Anniversary of Shipment of Imagery	\$32,261.00
Total Payments	\$96,783.00
SECOND PROJECT	
Due at Initial Shipment of Imagery	\$32,544.34
Due at First Anniversary of Shipment of Imagery	\$32,544.33
Due at Second Anniversary of Shipment of Imagery	\$32,544.33
Total Payments	\$97,633.00

SECTION B

NON-STANDARD TERMS AND CONDITIONS

1. <u>Online Services Eligible Users</u>: Notwithstanding anything in the Online Services General Terms and Conditions incorporated in this Agreement to the contrary, the terms 'Eligible User' and 'Eligible Users' as defined in those Online Services General Terms and Conditions shall, for the purposes of this Agreement, also include each 'Authorized User' as that term is defined in the Delivered Content Terms and Conditions of Use incorporated in this Agreement.

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MAP(S)



C-0001-20200910.8

PRINEVILLE / CROOK COUNTY ECONOMIC DEVELOPMENT







ADVANCED MANUFACTURING BUILDING PRODUCTS HIGH-TECHNOLOGY AVIATION/AEROSPACE RENEWABLE ENERGY AGRICULTURE

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SPEC DEVELOPMENT

- PRINEVILLE CAMPUS-200K SF HEAVY MFG
- TOM MCCALL INDUSTRIAL-21K SF LM
- BALDWIN INDUSTRIAL -40K SF IP (3,333 LEFT)

LAND **INENTORY**

- FEW CITIES IN OREGON WITH PARCLES OVER 100 ACRES
- 20 50 ACRES TRENDING AT THE MOMENT
- AIRPORT INDUSTRIAL LAND

ENTERPRISE ZONE

- 14 ACTIVE AGREEMENTS FOR 2022
- DOUBLED SINCE 2019
- INVESTMENT \$6,477,118,168
- JOB CREATION 630 + HIRING

6
NEW LEADS 2020 & 2021

- 99 TOTAL
- 14 FROM BUSINESS OREGON AT THE STATE LEVEL
- MUCH LESS INTERNATIONAL ACTIVITY WITH COVID
- 21 CONVERTED TO PENDING PROJECTS IN THE PIPELINE

DONE DEALS 2020 & 2021

- 8 TOTAL
- 3 LOCAL EXPANSIONS • FAB, HIGH-TECH & SOLAR
- 3 MANUFACTURING START-UPS
- 2 NEW BUSINESSES RECRUITED
 - AVIATION AND SOLAR

TRADE MISSIONS 10.7%

CITY

6.7%

a designed

DEVELOPERS 6.7%

> COMPANY 16%

> > REALTORS 16%

BUSINESS OREGON 17.3%

EDCO



LEAD GENERATION EDCO HIRING UPDATES STRATEGIC PLANNING TOP EMPLOYERS LEGISLATION

STAY TUNED MADE IN CROOK COUNTY TOUR

6

VER LAF

A State

CROOK COUNTY TOP EMPLOYERS

- LES SCHWAB PRINEVILLE OPERATIONS
- ROSENDIN
- CROOK COUNTY SCHOOL DISTRICT
- FACEBOOK DATA CENTER
- BRASADA RANCH
- CROOK COUNTY
- OCHOCO NATIONAL FOREST
- ST. CHARLES PRINEVILLE
- ENDURA PRODUCTS
- WESTERN HEAVY HAUL & SMAF
- BUREAU OF LAND MANAGEMENT (BLM)



- WRAPPED IN EARLY MARCH. WITH THE DOMINANT THEME BEING THE SIGNIFICANT BUDGET SURPLUS. THE LEGISLATURE ALLOCATED OVER \$2.5 BILLION TO A WIDE VARIETY OF PROGRAMS AND PROJECTS. MOST NOTABLE, HOUSING AND HUMAN SERVICES, WORKFORCE DEVELOPMENT, AND INFRASTRUCTURE.
- SB 1524 OEDA AND SEVERAL MEMBERS JOINED LOCAL GOVERNMENTS AND OREGON BUSINESS AND INDUSTRY TO SUPPORT A FIVE-YEAR EXTENSION OF GAIN SHARE. A ONE-YEAR EXTENSION PASSED.
- OEDA ALSO TRACKED TWO BILLS EXPANDING EXISTING PROGRAMS BENEFICIAL TO ECONOMIC DEVELOPMENT, INCLUDING EXPANDING ELIGIBILITY FOR THE ENTREPRENEURIAL LOAN DEVELOPMENT FUND (HB 4015) AND BOLSTERING RURAL BROADBAND ACCESS THROUGH THE BROADBAND ADVISORY COUNCIL (HB 4092).
- ONE OF THE SESSION'S MOST NOTABLE ACCOMPLISHMENTS WAS THE PASSAGE OF THE GOVERNOR'S "FUTURE READY OREGON" PACKAGE (SB 1545), WHICH PROVIDES \$200 MILLION FOR A WIDE VARIETY OF APPRENTICESHIP, HIGHER-ED AND OTHER WRAP-AROUND WORKFORCE DEVELOPMENT EFFORTS.

2022 LEGISLATIVE SHORT SESSION













JANUARY

How hot is the Prineville housing market?

51 Somewhat Competitive Redfin Compete Score™ **(**) MARCH

100

JAN VS MARCH MEDIAN SALE PRICE \$440K VS \$380K

EBANK BUILDING





EDCO PVL BUDGET CURRENT

- \$41,000 COUNTY
- \$35,000 CITY
- \$16,500 PRIVATE

TOTAL = \$92,500

EDCO PVL BUDGET 2022-2023 FY GOAL

- \$45,000 COUNTY
- \$45,000 CITY
- \$20,000 PRIVATE

TOTAL = \$110,000



THANK YOU

Kelsey Lucas,

Prineville/Crook County Director



541.213.3169



kelsey@edcoinfo.com







IN THE COUNTY COURT OF THE STATE OF OREGON

FOR THE COUNTY OF CROOK

IN THE MATTER OF NAMING PRIVATE ROADS LOCATED IN CROOK COUNTY

ORDER NO. 2022-14

WHEREAS, the above entitled matter came before the County Court; and

WHEREAS, a Road Naming Application was filed in accordance with CCC 12.12.230;

WHEREAS, in compliance with CCCC 12.12.200, Crook County finds that there is a need to name the two private roads in Grandridge subdivision;

WHEREAS, in accordance with CCC 12.12.250 public comment and input was sought and no objections were received;

NOW THEREFORE: The Crook County Court orders the roads described on the attached Exhibit A to be named **Paradise Lane and Cardon Way**.

Dated this ____ day of April, 2022.

CROOK COUNTY COURT

Judge Seth Crawford

Commissioner Jerry Brummer

Commissioner Brian Barney

mannennennen

CROOK COUNTY BUILDING DEPARTMENT

300 NE 3RD ST RM 12 . PRINEVILLE, OR 97754 . (541) 447-3211 . FAX (541) 416-2139

PETITION TO NAME OR RENAME A ROAD

PROCEEDURE AND REOUIREMENTS

12.12.230 Application

A request to name or rename a road shall be made as follows:

(1) A petition to name or rename a road may be submitted to the county building department. The petition shall include, at a minimum, the following:

- a) Signatures of not less than 75 percent of the residents (one signature per dwelling) along the road, plus, in the event a resident is not the legal or equitable title holder, the signature of the last owner of record according to the county assessor's office.
- b) The name, phone number, (and email) of the designated contact person.
- c) The location of the road by description and map.
- d) The legal status of the road, if known.
- e) The existing road name, if known.
- f) The proposed road name. (A unique road name is recommended, *See Note on page 5)
- g) The reason for the request.
- h) Written response from the local post office.
- i) Written response from the county 911 dispatch manager.

This petition must also be accompanied by the applicable fee:

NEW ROAD NAME*	\$150.00	300
RENAME EXISTING ROAD*	\$200.00	

*This fee is non-refundable, non-transferable, and applies to the road name requested in this petition/application only. <u>A unique road name is recommended. *See Note on page 5</u> Should the road name request be denied by County Court during the hearing process, a new petition/ application and applicable fee would be required to submit a different name.

PROCESSING THE APPLICATION

Once your application is deemed complete, the Addressing Division will begin processing your application. A hearing date will be set with the County Court and notice of the request will be sent to all residents abutting the road to determine the general consensus concerning the proposed road name. All affected agencies and departments will also be notified of the request. A recommendation and proposed order will be prepared for the County Court.

The County Court will conduct a public hearing on the recommendation and order at a regular court meeting. Following the public hearing, the court shall adopt, reject, or modify and adopt the proposed order. All parties of record will be notified, in writing, of the decision.

1

Crook County

Exhibit A

JAN 1 1 2022

Exhibit A

Attachment "A"

Note: Any existing addresses may be subject to change in order to comply with Crook County Code 12.12.550 Phase 1 - Cardon Way

REOUEST

ADD CLOT		Phase 2-	Paradize Lane
This is a request to:	NAME & ROAD 5	Proposed Name:	Paracine Lance
	RENAME A ROAD	Existing Name:	
APPLICANT INFORM If there is more than one Applicant Name: Bob Mailing Address: P	applicant making this reque	st, please designate a con	tact person.
· · · · · · · · · · · · · · · · · · ·	Mousille ORe. 97	254	
Phone #: 541 903-	0489 Email:	BK Const. 20	outlook.com
<u>ROAD INFORMATION</u>	Z		
What is the legal status o	f existing road? County	Public N Private	Easement
Is this a Condition of a P	lanning Approval?	Yes 🗆 No	
Is there an Approved Roa	ad Approach?	Yes 🗆 No	
What is the reason for thi	s request? <u>COUNTY</u>		

RESIDENT INFORMATION

How many dwellings currently use this road for access to their property?



Have you contacted and received signatures of concurrence of not less than 75% of the current residents (one signature per dwelling) along the subject road, plus, in the event a resident is not the legal or equitable title holder, the signatures of the last owner of record according to the county assessor's office? □ Yes □ No

If not, why?

*Note: This petition/application must be accompanied by the resident signatures and will not be deemed complete without this required documentation.



Attachment "C"

This petition/application must be accompanied by a legible map showing in detail the following:

- (a) Location of road
- b. Width of road
- c. Length of road
- d. All Adjoining Property
- e. All Intersecting Roads
- f. North Indicator
- g. Tax Map Number

Note: per Crook County Code 12.12.450, a Road Name sign is required. Please request a sign(s) manufactured to the required MUTCDM (Manual for Uniform Traffic Control Devises) specifications, from one of the following;

1. If sign placement is to be *inside of* Crook County Right of Way

then call:(541) 447 4644 - Crook County Road Department

2. If sign placement is to be *outside of* Crook County Right of Way then search for a <u>sign recycling</u> <u>vendor</u> on-line or look under the 'Signs' heading in the Yellow Pages.

*Note: In order to reduce continual replacement of the required road sign it is recommended that the Road Name on the sign be one that would be less likely to increase the chances for the sign to be stollen.









1306 N. Main • Prineville, Oregon 97754 • Phone: 541-447-4644 • Fax: 541-447-2977

DATE:	4-12-22
TO:	Eric Blaine Crook County Counsel
RE:	Road Department Shop Roof Replacement

We spoke yesterday about this project for the Road Department.

The shop roof is leaking, and we obtained 2 quotes for the work. We asked for 3 from A-1 Roofing but did not receive a quote from them.

The low bid is from Always Dry Roofing for \$25,000.00.

We have the money in the budget to do this work and can charge it to 202-0100-520.05-52.

I hope I have everything needed to forward to the County Court. I so can you get his on the agenda as soon as possible.

I hope this information helps. If you have any questions please feel free to give me a call at 541-447-4644 or 541-480-1365

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Thanks in advance 50

Robert O'Neal Road Master Crook County

Cc: File

Roof Estimate

8

Always Dry Roofing

Dakota Seymour CCB# 230154

541-647-8383 dseymourconstruction@gmail.com

DATE: 3/19/2022

Invoice #

To: James Staniford

SALESPERSON	JOB	PAYMENT TERMS	DUE DATE
	For installation of TPO flat roof overlay, TPO drip edge, and clean-up and disposal of job waste.	50% Due before work begins. Remaining 50% Due with in 7 days of completion of work.	

QTY	DESCRIPTION	UNIT PRICE	LINE TOTAL
	Job materials, disposal, and labor.		\$25,000.00
		SUBTOTAL	\$25,00
		SALES TAX	

THANK YOU FOR YOUR BUSINESS!

\$25,000.00

TOTAL

Chavez Roofing LLC PO Box 965 Prineville, OR 97754 jdchavezroofing@gmail.com 541.447.6509 Cell:541.420.2636 or 541.815.7975 CCB#154256

Bill To

Crook County Road Dept James Staniford 1306 N Main St 541,420,1808 james.staniford@co.crook.or.us

Description

APPLY 63 SQ OF SINGLE PLY TPO ROOFING OVER EXISTING ROOF ON FLAT ROOF SHOP BUILDING; WELD AROUND 3 SQUARE UNITS; FLASH 4 PIPES; INSTALL NEW PIPE BOOTS ON 4 PIPES; 2 SPLIT BOOTS ON 2 PIPES; INSTALL CUSTOM TPO METAL AROUND ENTIRE EAVE OF BUILDING; CLEAN UP.

10 year Workmanship Warranty

All Material is guaranteed by manufacturer specifications. Work will be performed in accordance with the drawings and specifications submitted, and will be completed in a professional and timely manner. Any alterations or deviation from above specifications involving extra costs will be addressed with owner and will become an extra charge above the estimate. All agreements are contingent upon weather, material changes that are beyond our control.

Estimated submitted by:_	Jerry A Chavez	,RMI
		Total \$26,400.00

Acceptance of Proposal

Signature:

Date:

Number 4646 Date 4/4/22

Estimate

Project

Shop Building 1306 N Main