



# **CROOK COUNTY COURT AGENDA**

**Wednesday, January 18, 2023 at 9:00 am**

## **Crook County Annex I 320 NE Court St. I Prineville OR**

Members of the public and media are welcome to attend in person with social distancing or via WebEx: Phone: 1-408-418-9388; Access Code: 126 538 6281; Meeting Password: jEnpYBs933

### **NOTICE AND DISCLAIMER**

The Crook County Court is the governing body of Crook County, Oregon, 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 may be added, removed, or changed between when this file is posted online and when the County Court meeting is held. The material contained herein may be changed at any time, with or without notice.

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

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## **PUBLIC COMMENT**

### **CONSENT AGENDA**

(Consent agenda items are routine matters - e.g. minutes, appropriations orders, contracts, agreements, completion of previously discussed matters and decisions requiring Court ratification which are not expected to generate discussion. Any member of the Court may request removal of an item for separate discussion or vote. All remaining items are approved in a single motion.)

- 1. Approve Minutes**
- 2. Approve Ancillary Services Agreement with Cigna**
- 3. Approve Amendment 8 to Property Use License w/ OSU**
- 4. Approve Personnel Action Form of Dennis Brewer**
- 5. Approve Order 2023-05 Appointment to the Ag Extension Service District Advisory Board**
- 6. Approve Bids for Interior Repair Indoor Arena Kitchen**
- 7. Approve Lean To Shop Expansion**
- 8. Approve Bid - Grizzly Mountain Pavilion Expansion**
- 9. Approval of New Position - Health Strategist III STI Coordinator**
- 10. Approval of Position Reclassification - Communicable Disease Specialist**
- 11. Approval of Position Reclassification - Administrative Assistant**

### **DISCUSSION**

- 12. Swearing in of Patrol Deputy Zachary Berger**  
Requester: Sheriff's Office
- 13. Approval of Order for Road Renaming within Phase 14 of Brasada Ranch.**  
Requester: Brent Bybee
- 14. Request Approval of Budget Calendar and Process**  
Requester: Andy Parks
- 15. Presentation by Government Portfolio Advisors**  
Requester: Christina Haron
- 16. PUBLIC HEARING: Ordinance 335, an ordinance ratifying the creation of an ORS Chapter 190 intergovernmental entity entitled the "Crook County Road Agency," and declaring an emergency - First and second reading. Becomes effective immediately upon approval and Intergovernmental agreement with City of Prineville creating the Crook County Road Agency.**
- 17. PUBLIC HEARING: Application 217-22-002171-PLNG - First and second readings of the proposed text amendments to Title 18 of the Crook County Code recommended by the Planning Commission.**  
Requester: Brent Bybee

## **EXECUTIVE SESSION**

Additional items may be discussed that arise too late to be included as a part of this notice. For information about adding agenda items, please contact the County Administration office at 447-6555. Assistance to handicapped individuals is provided with advance notice.

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Contact: Seth Crawford (seth.crawford@co.crook.or.us (541) 447-6555) | Agenda published on 01/12/2023 at 3:23 PM

**CROOK COUNTY COURT MINUTES  
OF DECEMBER 20, 2022 WORK SESSION  
Open Portion**

**Be It Remembered** that the Crook County Court met in a regularly scheduled Work Session on December 20, 2022, at 9:00 a.m. in the Administration Conference room located at 203 NE Court Street, Prineville, Oregon 97754.

Court Members Present: Judge Seth Crawford, Commissioner Jerry Brummer and Commissioner Brian Barney

Absentees: None

Others Present in Person or Via WebEx: Legal Counsels Eric Blaine; Administration Executive Assistant Sarah Puerner; Human Resources Generalist Amy Albert; Legal Assistant Lindsay Azevedo; Assistant Finance Director Christina Haron; Director Kim Barber; Andy Parks; Sheriff John Gautney; Stephanie Wilson; Bill Elliot; Library Operations Managers Cindy York and Sean Briscoe; Bob O'Neal and Tim Deboodt.

**WORK SESSION**

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

Agenda Item #1, Public Comment: None

Agenda Item #2: Sheriff's Office Presentation of Strategic Plan Issues:

Requester: Stephanie Wilson and Bill Elliot

Details: The Sheriff's Department prepared a PowerPoint presentation regarding their Strategic Plan Issues. The purpose and scope of discussion was to provide evidence-based information of known and/or forecasted Sheriff's Office operational needs. To further introduce a planning discussion of how to responsibly/fiscally plan and execute assessed budgetary, staffing, and retention needs. Ultimately, the Sheriff's Department would like to create 7 new positions for the Jail; 6 of these positions will be existing Technical Deputies converted to new roles as Floor Deputies and 1 new position as Office Manager. In addition, the Sheriff's Department would like to add 6 additional Deputies and 1 Office Deputy position to their Patrol.

Agenda Item #3: Natural Resources Advisory Committee Recommendations:

Requester: Tim Deboodt

Details: Natural Resources Manager Tim Deboodt and the Natural Resources Advisory Committee recommended Bill McCormack, Kim Vogel, and Melinda Keastler to be appointed to the Natural Resources Advisory Committee for a four-year term. An Order will be drafted and presented at the December 21<sup>st</sup> County Court Meeting.

**MOTION** to approve Bill McCormack, Kim Vogel, and Melinda Keastler to the Natural Resources Advisory Committee. Motion seconded. No further discussion. Motion carried 3-0.

At 9:37 a.m. the Court read into Executive Session under the following statutes: ORS 192.660(2)(d) To conduct deliberations with persons you have designated to carry on labor negotiations and ORS 192.660(2)(f) For the purpose of considering information or records that are exempt by law from public inspection.

### **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 direct staff to prepare correspondence as discussed in the Executive Session. Motion seconded. No further discussion. Motion carried 3-0.

There being no further business before the Court, the meeting was **adjourned at 10:42 a.m.**

Respectfully submitted,

**Sarah Puerner**

**CROOK COUNTY COURT MINUTES  
OF DECEMBER 27, 2022 WORK SESSION  
Open Portion**

**Be It Remembered** that the Crook County Court met in a regularly scheduled Work Session on December 27, 2022, at 9:00 a.m. in the Administration Conference room located at 203 NE Court Street, Prineville, Oregon 97754.

Court Members Present: Commissioner Jerry Brummer and Commissioner Brian Barney

Absentees: Judge Seth Crawford

Others Present in Person or Via WebEx: Legal Counsel Eric Blaine; Administration Executive Assistant Sarah Puerner; Legal Assistant Lindsay Azevedo; Manager Brent Bybee; Library Co-Managers Cindy York and Sean Briscoe; and Gail Merritt.

**WORK SESSION**

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

Agenda Item #1, Public Comment: None

Agenda Item #2, Planning Commission Committee Candidate Recommendation and Renewal: Manager Brent Bybee presented that the Planning Commission Committee has two positions up for renewal and one position available for appointment. Mr. Bybee recommended Calvin Walter to be appointed to the committee and Mike Warren and LaQuita Stec to be re-appointed. An Order will be drafted and presented at the January 4<sup>th</sup> County Court Meeting.

**MOTION** to approve Calvin Walter, Mike Warren, and LaQuita Stec to the Planning Commission Committee. Motion seconded. No further discussion. Motion carried 2-0.

Agenda Item #3, Fair Board Committee Recommendation: Chairperson Gail Merritt presented that the Fair Board Committee interviewed two applicants on Monday, December 19, 2022, and the committee voted unanimously in their regular meeting to recommend Susan Hermreck for appointment. Ms. Hermreck will fill the term of James Savage, who resigned from the board. An Order will be drafted and presented at the January 4<sup>th</sup> County Court Meeting.

**MOTION** to approve Susan Hermreck to the Fair Board Committee. Motion seconded. No further discussion. Motion carried 2-0.

Agenda Item #4, Approval for Rappel Towers – Department of Agriculture United States Forest Service Lease Amendment: Commissioner Barney recommended that the Court approve the lease amendment #5 for the helibase at the Airport. This will permit USFS to construct two rappel towers for training purposes. The County will not be involved in the procurement, construction, or maintenance of the towers.

**MOTION** to approve and accept lease amendment #5 for the construction and installation of two rappel towers for training purposes. Motion seconded. No further discussion. Motion carried 2-0.

There being no further business before the Court, the meeting was **adjourned at 9:09 a.m.**

Respectfully submitted,

**Sarah Puerner**

## AGENDA ITEM REQUEST



**Date:**

*January 9, 2023*

**Meeting date desired:**

*January 18, 2023*

**Subject:**

*Ancillary Services Agreement with Cigna Health*

**Background and policy implications:**

*Under the Agreement, Crook County is the provider of certain medical services and Cigna is the payor. The Agreement details the relationship between the parties as participants seek, receive, and pay for medical care. The Agreement has an addendum to comply with Oregon law and, on Exhibit A, a fee schedule.*

*The County's main obligations under the Agreement include providing services up to the local standard of care, maintaining the requisite insurance coverage, adhering to Cigna's administrative and quality management guidelines, record retention, cooperation, and utilization management. While continuing indefinitely, either party may terminate upon 60 days advance notice.*

**Budget/fiscal impacts:**

*TBD – See Exhibit A*

**Requested by:**

*John Eisler, Assistant County Counsel*

*541-416-3919*

*John.Eisler@co.crook.or.us*

**Presenters:**

*John Eisler*

**Legal review (only if requested):**

*Legal has reviewed.*

## **Ancillary Services Agreement**

This Ancillary Services Agreement (“Agreement”) is between Cigna Health and Life Insurance Company (“Cigna”) and Crook County Health Department (“Provider”) and is effective upon Cigna’s execution and implementation of the Agreement into its administrative systems. Provider will be notified of the Effective Date via Cigna’s return of the signed contract to Provider, and will be indicated in the space below.

Effective Date: March 1, 2023

### **SECTION 1. DEFINITIONS**

- 1.1 Administrative Guidelines  
means the rules, policies and procedures adopted by Cigna or a Payor to be followed by Provider in providing services and doing business with Cigna and Payors under this Agreement.
- 1.2 Benefit Plan  
means a certificate of coverage, summary plan description or other document or agreement which specifies the health care services to be provided or reimbursed for the benefit of a Participant.
- 1.3 Cigna Affiliate  
means any subsidiary or affiliate of Cigna Corporation.
- 1.4 Coinsurance  
means a payment that is the financial responsibility of the Participant under a Benefit Plan for Covered Services that is calculated as a percentage of the contracted reimbursement rate for such services or, if reimbursement is on a basis other than a fee-for-service amount, as a percentage of a Cigna determined fee schedule or as a Cigna determined percentage of actual charges.
- 1.5 Copayment  
means a payment that is the financial responsibility of the Participant under a Benefit Plan for Covered Services that is calculated as a fixed dollar amount.
- 1.6 Covered Services  
means those health care services for which a Participant is entitled to receive coverage under the terms and conditions of the Participant’s Benefit Plan.
- 1.7 Deductible  
means a payment for Covered Services calculated as a fixed dollar amount that is the financial responsibility of the Participant under a Benefit Plan prior to qualifying for reimbursement for subsequent health care costs under the terms of a Benefit Plan.
- 1.8 Medically Necessary/Medical Necessity

means services and supplies that satisfy the Medical Necessity requirements under the applicable Benefit Plan. No service is a Covered Service unless it is Medically Necessary.

1.9 Participant

means any individual, or eligible dependent of such individual, whether referred to as "Insured", "Subscriber", "Member", "Participant", "Enrollee", "Dependent", or similar designation, who is eligible and enrolled to receive Covered Services, or who is a continuing care patient as defined by applicable federal law.

1.10 Participating Provider

means a hospital, physician or group of physicians, or any other health care practitioner or entity that has a direct or indirect contractual arrangement with Cigna to provide Covered Services with regard to the Benefit Plan covering the Participant.

1.11 Payor

means the person or entity obligated to a Participant to provide reimbursement for Covered Services under the Participant's Benefit Plan and which Cigna has agreed may access services under this Agreement. Cigna is the Payor only for Covered Services under an insurance policy or HMO contract issued by a Cigna company.

1.12 Quality Management

means the program described in the Administrative Guidelines relating to the quality of Covered Services provided to Participants.

1.13 Utilization Management

means a process to review and determine whether certain health care services provided or to be provided are Medically Necessary and in accordance with the Administrative Guidelines.

## SECTION 2. DUTIES OF PROVIDER

2.1 Provider Services

Provider shall provide Covered Services to Participants upon the terms and conditions set forth in this Agreement and the Administrative Guidelines. All services provided by Provider within the scope of Provider's practice or license must be provided on a participating basis. Regardless of Provider's physical location, all aspects of Provider's practice are participating under the terms of this Agreement unless Covered Services are provided under the terms of another applicable Cigna participation agreement.

2.2 Standards

Provider shall provide Covered Services with the same standard of care, skill and diligence customarily used by similar providers in the community, the requirements of applicable law, and the standards of applicable accreditation organizations. Provider shall provide Covered Services to all Participants in the same manner, under the same standards, and with the same time availability as offered to other patients. Provider shall not differentiate or discriminate in the treatment of any Participant because of race, color, national origin, ancestry, religion, sex, marital status, sexual orientation, age,

health status, veteran's status, handicap or source of payment. Provider shall assure that all health care providers who perform any of the services for which Provider is responsible under this Agreement maintain all necessary licenses or certifications required by state and federal law. Provider shall immediately restrict, suspend, or terminate any such health care provider from providing services to Participants under this Agreement if such provider ceases to meet the licensing/certification requirements or other professional standards described in this Agreement.

2.3 Insurance/Application for Participation Information

Provider shall maintain general and professional liability coverage in a form and amount acceptable to Cigna, give Cigna evidence of such coverage upon request and provide Cigna with immediate written notice of a material modification or termination of such insurance. Provider shall also notify Cigna in writing within 30 days of any material change in the information contained in Provider's application for participation with Cigna.

2.4 Administrative Guidelines

Provider shall comply with the Administrative Guidelines. Some or all Administrative Guidelines may be communicated in the form of a provider reference manual, in other written materials distributed by Cigna to Provider and/or at a website identified by Cigna. Administrative Guidelines may change from time to time. Cigna will give Provider advance notice of material changes to Administrative Guidelines.

2.5 Quality Management

Provider shall comply with the requirements of and participate in Quality Management as specified in the Administrative Guidelines.

2.6 Utilization Management

Provider shall comply with the requirements of and participate in Utilization Management as specified in this Agreement and the Administrative Guidelines. Payment may be denied for failure to comply with such Utilization Management requirements, and Provider shall not bill the Participant for any such denied payment. Cigna's Utilization Management requirements include, but are not limited to, the following: a) precertification must be secured from Cigna or its designee for those services and procedures for which it is required as specified in the Administrative Guidelines; b) Provider must provide Cigna or Cigna's designee with all of the information requested by Cigna or its designee to make its Utilization Management determinations within the timelines specified by Cigna or its designee in such request; and c) Provider will refer Participants to and/or use Participating Providers for the provision of Covered Services except in the case of an emergency or as otherwise required by law. If Provider inappropriately refers a Participant to a non-Participating Provider in a non-emergency situation without the Participant's express written consent, and thereby cause the Participant to become responsible, for the charges of the non-Participating Provider, or to incur more charges than if such care had been received from a Participating Provider, Cigna or a Cigna Affiliate may, in its sole discretion, satisfy the obligation to the non-Participating Provider for such services. If this occurs,

Cigna or a Cigna Affiliate may offset the amount paid to such non-Participating Provider for such services against future compensation payable to Provider.

2.7 Records

Provider shall maintain medical records and documents relating to Participants as may be required by applicable law and for the period of time required by law. Medical records of Participants and any other records containing individually identifiable information relating to Participants will be regarded as confidential, and Provider and Cigna shall comply with applicable federal and state law regarding such records. Provider will obtain Participants' consent to or authorization for the disclosure of private and medical record information for any disclosures required under this Agreement if required by law. Upon request, Provider will provide Cigna with a copy of Participants' medical records and other records maintained by Provider relating to Participants. These records shall be provided to Cigna at no charge and within the timeframes requested by Cigna and will also be made available during normal business hours for inspection by Cigna, Cigna's designee, accreditation organizations, or to any governmental agency that requires access to these records. This provision survives the termination of this Agreement.

2.8 Cooperation with Cigna and Cigna Affiliates

Provider shall cooperate with Cigna in the implementation of Cigna's Participant appeal procedure. Provider shall also cooperate with Cigna and Cigna Affiliates in implementing those policies and programs as may be reasonably requested by Cigna or a Cigna Affiliate for purposes of Cigna's or the Cigna Affiliate's business operations or required by Cigna or a Cigna Affiliate to comply with applicable law or accreditation requirements.

### SECTION 3. DUTIES OF CIGNA

3.1 Payors, Benefit Plan Types, Notice of Changes to Benefit Plan Types

Cigna may allow Payors to access Provider's services under this Agreement for the following Benefit Plan types: a) Benefit Plans where Participants are offered a network of Participating Providers and are required or given the option to select a Primary Care Physician; b) Benefit Plans where Participants are offered a network of Participating Providers and are not required or given the option to select a Primary Care Physician; and c) Benefit Plans where Participants are not offered a network of Participating Providers from which they may receive Covered Services. Benefit Plans may include workers' compensation plans. Cigna will give Provider advance notice if Cigna changes this list of Benefit Plan types for which Payors may access Provider's services under this Agreement.

3.2 Benefit Information

Cigna will give Provider access to benefit information concerning the type, scope and duration of benefits to which a Participant is entitled as specified in the Administrative Guidelines.

3.3 Participant and Participating Provider Identification

Cigna will establish a system of Participant identification and will identify Participating Providers to those Payors and Participants who are offered a network of Participating Providers. However, Cigna makes no representations or guarantees concerning the number of Participants that will be referred to Provider as a result of this Agreement and reserves the right to direct Participants to selected Participating Providers and/or influence a Participant's choice of Participating Provider.

## SECTION 4. COMPENSATION

### 4.1 Payments

Payments for Covered Services will be the lesser of the billed charge or the applicable fee under Exhibit A, subject to the Administrative Guidelines and minus any applicable Copayments, Coinsurance and Deductibles. The rates in this Agreement will be payment in full for all services furnished to Participants under this Agreement. Provider shall look solely to Payor for payment for Covered Services except for Copayments, Coinsurance and Deductibles. Provider shall submit claims for Covered Services at the location identified by Cigna and in the manner and format specified in this Agreement and the Administrative Guidelines. Claims for Covered Services must be submitted within 90 days of the date of service or, if Payor is the secondary payor, within 90 days of the date of the explanation of payment from the primary payor. Claims received after this 90 day period may be denied except as provided in the Administrative Guidelines, and Provider shall not bill Cigna, the Payor or the Participant for those denied services. Amounts due and owing under this Agreement with respect to complete claims for Covered Services will be payable within the timeframes required by applicable law.

### 4.2 Underpayments

If Provider believes a Covered Service has been underpaid, Provider must submit a written request for an appeal or adjustment with Cigna or its designee within 180 days from the date of Payor's payment or explanation of payment. The request must be submitted in accordance with the dispute resolution process set out in the Administrative Guidelines. Requests for appeals or adjustments submitted after this date may be denied for payment, and Provider will not be permitted to bill Cigna, the Payor or the Participant for those services.

### 4.3 Copayments, Coinsurance and Deductibles

Provider may charge Participants applicable Copayments, Coinsurance and Deductibles in accordance with the process set out in the Administrative Guidelines.

### 4.4 Limitations on Billing Participants

Provider agrees that in no event, including but not limited to nonpayment by Payor, Payor's insolvency or breach of this Agreement shall Provider bill, charge, collect a deposit from, seek compensation, remuneration or reimbursement from, or have any recourse against Participants or persons other than the applicable Payor for Covered Services or for any amounts denied or not paid under this Agreement due to Provider's failure to comply with the requirements of Cigna's or its designee's Utilization Management Program or other Administrative Guidelines, or failure to file a timely claim or appeal. This provision does not prohibit collection of any applicable

Copayments, Coinsurance and Deductibles. This provision survives termination of this Agreement, is intended to be for the benefit of Participants, and supersedes any oral or written agreement to the contrary now existing or hereafter entered into between Provider and a Participant or persons acting on the Participant's behalf. Modifications to this section will become effective no earlier than the date permitted by applicable law.

4.5 Billing Patients Who Cease to Be Participants

Provider may bill a patient directly for any services provided following the date that patient ceases to be a Participant, and Payor has no obligation to pay for services for such patients.

4.6 Participant Incentives Prohibited

Provider shall not directly or indirectly establish, arrange, encourage, participate in or offer any Participant incentive.

(A) Participant Incentive means any arrangement by Provider:

- (1) to reduce or satisfy a Participant's cost-sharing obligations (including, but not limited to Copayments, Deductible and/or Coinsurance);
- (2) to pay on behalf of or reimburse a Participant for any portion of the Participant's costs for coverage under a policy or plan insured or administered by Cigna or a Cigna Affiliate;
- (3) that provides a Participant with any form of material, financial incentive (other than the reimbursement terms under this Agreement), to receive Covered Services from Provider or its affiliates.

(B) In the event of non-compliance with this provision:

- (1) Cigna may terminate this Agreement, such non-compliance being a "material breach" of this Agreement;
- (2) Provider shall not be entitled to reimbursement under this Agreement with respect to Covered Services provided to a Participant in connection with a Participant Incentive, and;
- (3) Cigna may take such other action appropriate to enforce this provision.

4.7 Non-Medically Necessary Services

Provider shall not charge a Participant for a service that is not Medically Necessary unless, in advance of providing the service, Provider has notified the Participant that the particular service will not be covered and the Participant acknowledges in writing that he or she will be responsible for payment for such service.

4.8 Reimbursement of Amounts Collected In Error

If Provider collects payment from a Participant when not permitted to collect under either this Agreement or the Administrative Guidelines, Provider must repay the amount within 2 weeks of a request from Cigna or the Participant or of the date Provider has knowledge of the error. If Provider fails to make the repayments, then Cigna may (but is not obligated to) reimburse the Participant the amount inappropriately paid and then withhold this amount from future payments.

4.9 Overpayments

Provider shall refund to Cigna any excess payment made by a Payor to Provider if Provider is for any reason overpaid for health care services or supplies. Cigna may, at its option, deduct the excess payment from other amounts payable, and Provider will be notified of any such deduction as specified in the Administrative Guidelines.

4.10 Audits

Upon reasonable notice and during regular business hours, Cigna or its designee will have the right to review and make copies of all records maintained by Provider with respect to all payments received by Provider from all sources for Covered Services provided to Participants. Cigna or its designee will have the right to conduct audits of such records and may audit its own records to determine if amounts have been properly paid under this Agreement. Any amounts determined to be due and owing as a result of such audits must be promptly paid or, at the option of the party to whom such amounts are owed, offset against amounts due and owing by such party hereunder. This provision survives the termination of this Agreement.

4.11 Coordination of Benefits

Certain claims for Covered Services are claims for which another payor may be primarily responsible under Coordination of Benefit (COB) rules. Provider may pursue those claims in accordance with the process set out in the Administrative Guidelines.

Cigna's Payment as Secondary Payor (Non-Medicare)

Cigna's payment when added to the amount payable from other sources under the applicable COB rules, will be no greater than the payment for Covered Services under the Cigna provider agreement, and is subject to the terms and conditions of the Participant's health benefit plan and applicable state and federal law. Use of applicable COB provisions may result in a payment from Cigna that, when added to the amount payable from other sources, is less than 100 percent of the payment for Covered Services under the Cigna provider agreement. Payment may, however, be in a lesser amount as determined by the terms of the participant's benefit plan.

Medicare is the Primary Payor

When the Cigna plan is the secondary payor to Medicare, Provider and Cigna are required to follow Medicare billing rules. Payment will be made in accordance with all applicable Medicare requirements, including but not limited to Medicare COB rules. The Medicare COB rules require Cigna's financial responsibility as the secondary payor to be limited to the Participant's financial liability (i.e., the applicable Medicare copayment, coinsurance, and/or deductible) after application of the Medicare-approved amount. The Medicare payment plus the Participant liability (applicable Medicare copayment, coinsurance, and/or deductible) amounts constitute payment in full, and Provider is prohibited from collecting any monies in excess of this amount.

4.12 Applicability of the Rates

The rates in this Agreement apply to all services provided to Participants in the Benefit Plan types covered by this Agreement, including services covered under a Participant's in or out-of-network benefits, and whether the Payor or Participant is financially responsible for payment

4.13 Excluded Services

This Agreement excludes services that Cigna has elected to obtain under an arrangement between Cigna or a Cigna Affiliate and a national or regional vendor or provider or a capitated provider, except as otherwise agreed by Cigna. Provider will not be reimbursed and will not bill Participants for any such excluded services. If Cigna notifies Provider that it no longer chooses to exclude a particular service from this Agreement, that service will no longer be excluded and those services will be reimbursed as specified in Exhibit A.

4.14 Provider Facilities

This Agreement shall specifically exclude those services rendered at Provider facilities other than those facilities agreed upon and utilized as of the Effective Date unless otherwise agreed in writing by Cigna.

## SECTION 5. TERM AND TERMINATION

5.1 Term of This Agreement

This Agreement begins on the Effective Date and continues from year to year unless terminated as set forth below.

5.2 How This Agreement Can Be Terminated

Either Provider or Cigna can terminate this Agreement at any time by providing at least 60 days advance written notice. Either Provider or Cigna can terminate this Agreement immediately if the other becomes insolvent. Cigna can terminate this Agreement immediately (or upon such longer notice required by applicable law, if any) if Provider no longer maintains the licenses required to perform its duties under this Agreement, Provider is disciplined by any licensing, regulatory, accreditation organization, or any other professional organization with jurisdiction over Provider, or if Provider no longer satisfies Cigna's credentialing requirements. Upon termination of this Agreement for any reason, the rights of each party terminate, except as provided in this Agreement. Termination will not release Provider or Cigna from obligations under this Agreement prior to the effective date of termination.

5.3 Services upon Termination

If this Agreement is terminated without cause, Provider shall continue to provide Covered Services for those Participants suffering from a chronic condition requiring continuity of care for whom an alternative means of receiving necessary care was not arranged at the time of such termination. Provider shall continue to provide Covered Services to such Participants so long as the Participant retains eligibility under a Benefit Plan, until the earlier of completion of such services or the assumption of treatment by another provider. Payment for Covered Services provided to any such Participant after termination of this Agreement shall be in accordance with the terms of the Participant's Benefit Plan. If, after termination of this Agreement, Provider determines that Cigna has not used due diligence to arrange for alternative care, Provider may terminate the provider-patient relationship. Provider has no obligation under this Agreement to provide services to individuals who cease to be Participants.

## SECTION 6. GENERAL PROVISIONS

### 6.1 Confidentiality

As a result of this Agreement, Provider may have access to certain of Cigna's confidential and proprietary information. Provider shall hold such information, including the terms of this Agreement, in confidence and will not use or disclose such information to any person without the prior written consent of Cigna except as may be required by law. This provision shall not be construed to prohibit Cigna from disclosing information to Cigna Affiliates or the agents or subcontractors of Cigna or Cigna Affiliates or from disclosing the terms and conditions of this Agreement, including reimbursement rates, to existing or potential Payors, Participants or other customers of Cigna or Cigna Affiliates or their representatives. This provision does not prohibit communications necessary or appropriate for the delivery of health care services, communications about coverage and coverage appeal rights or any other communications specifically protected under applicable law. This provision survives the termination of this Agreement.

### 6.2 Independent Parties

Provider is an independent contractor. Cigna and Provider do not have an employer-employee, principal-agent, partnership, or similar relationship. Nothing in this Agreement, including Provider's participation in care collaboration, population management, pay for performance, Quality Management, Utilization Management, and other similar programs, nor any coverage determination made by Cigna or a Payor, is intended to interfere with or affect Provider's independent judgment in providing health care services to its patients. Nothing in the Agreement is intended to create any right for Cigna or any other party to intervene in or influence your medical decision-making regarding any Participant.

### 6.3 Indemnification

Each party agrees to indemnify, defend and hold harmless the other, its agents and employees from and against any and all liability or expense, including defense costs and legal fees, incurred in connection with third party claims for damages of any nature, including but not limited to bodily injury, death, personal injury, property damage, or other damages arising from the performance of or failure to perform, its obligations under this Agreement, unless it is determined that the liability was the direct consequence of negligence or willful misconduct on the part of the other party, its agents or employees. This provision shall survive the termination of this Agreement.

### 6.4 Internal Dispute Resolution

Disputes that might arise between the parties regarding the performance or interpretation of the Agreement must first be resolved through the applicable internal dispute resolution process outlined in the Administrative Guidelines. In the event the dispute is not resolved through that process, either party can request in writing that the parties attempt in good faith to resolve the dispute promptly by negotiation between designated representatives of the parties who have authority to settle the dispute. If the matter is not resolved within 60 days of such a request, either party may initiate

arbitration by providing written notice to the other. With respect to a payment or termination dispute (excluding termination with notice), Provider must submit a request for arbitration within 12 months of the date of the letter communicating the final decision under Cigna's internal dispute resolution process unless applicable law specifically requires a longer time period to request arbitration. If arbitration is not requested within that 12 month period, Cigna's final decision under its internal dispute resolution process will be binding on Provider, and Provider shall not bill Cigna, Payor or the Participant for any payment denied because of the failure to timely submit a request for arbitration.

6.5 Arbitration

If the dispute is not resolved through Cigna's internal dispute resolution process, the controversy shall be resolved through binding arbitration. The arbitration shall be conducted in 60 days in accordance with the Rules of the American Arbitration Association then in effect, and which to the extent of the subject matter of the arbitration, shall be binding not only on all parties to the agreement, but on any other entity controlled by, in control of or under common control with the party to the extent that such affiliate joins in the arbitration, and judgment on the award rendered by the arbitrator may be entered in any court having jurisdiction thereof. Each party shall assume its own costs, but the compensation and expenses of the arbitrator and any administrative fees or costs shall be borne equally by the parties. The decision of the arbitrator shall be final, conclusive and binding, and no action at law or in equity may be instituted by either party other than to enforce the award of the arbitrator. The parties intend this alternative dispute resolution procedure to be a private undertaking and agree that an arbitration conducted under this provision shall not be consolidated with an arbitration involving other parties, and that the arbitrator shall be without power to conduct an arbitration on a class basis.

6.6 Material Adverse Change Amendments

For amendments that are a material adverse change in the terms of this Agreement, Cigna can amend this Agreement by providing 90 days advance written notice except if a shorter notice period is required to comply with changes in applicable law. The change will become effective at the end of the 90 day notice period or, if applicable, the shorter notice period required to comply with changes in applicable law. If Provider objects to the material adverse change and notifies Cigna of its intent to terminate within 30 days of the date of the notice of amendment, the termination will be effective at the end of the 90 day notice of the material adverse change or, if applicable, at the end of the shorter notice period required to comply with changes in applicable law, unless Cigna agrees to retract the amendment, in which case the Agreement will remain in force without the proposed amendment.

6.7 All Other Amendments

For amendments that are not material adverse changes in the terms of this Agreement, Cigna can amend this Agreement by providing 30 days advance written notice to Provider. Alternatively, both parties can agree in writing to amend this Agreement.

6.8 Assignment and Delegation

Neither Cigna nor Provider may assign any rights or delegate any obligations under this Agreement without the written consent of the other party; provided, however, that any reference to Cigna includes any successor in interest and Cigna may assign its duties, rights and interests under this Agreement in whole or in part to a Cigna Affiliate or may delegate any and all of its duties to a third party in the ordinary course of business.

6.9 Sale of Business/Change in Management

If, during the term of this Agreement, Provider desires (i) to sell, transfer or convey its business or any substantial portion of its business assets to another entity, or Provider is the subject of a sale, transfer or conveyance of its business by another entity, or (ii) Provider enters into a management contract with another entity, Provider shall so advise Cigna in writing at least 120 days prior to the transaction effective date in order to obtain Cigna's written consent as to which Cigna participating provider agreement applies, if any, to services rendered by you or the surviving entity, on a post-transaction basis. Failure to provide advance notification and obtain Cigna's written consent will result in Cigna determining which, if any, Cigna participating provider agreement applies to services rendered on a post-transaction basis. Dependent upon when Cigna learns of the transaction, this may result in a retroactive adjustment to reimbursement and an overpayment recovery process. Provider warrants and covenants that this Agreement will be part of the transfer, and will be assumed by the new entity and that the new entity will honor and be fully bound by the terms and conditions of this Agreement unless the new entity already has an agreement with Cigna or a Cigna Affiliate, in which case Cigna, in its sole discretion, will determine which Agreement will prevail. Notwithstanding the above, if Cigna, in its sole discretion, is of the opinion that the Agreement cannot be satisfactorily performed by the assuming entity or does not want to do business with that entity for whatever reason, Cigna may terminate this Agreement by giving Provider 60 days written notice, notwithstanding any other provision in the Agreement.

6.9.1 This Agreement shall not, without Cigna's written consent, be applicable to any hospital, physician or physician group or ancillary provider that is acquired (directly or indirectly) by or enters into a management, co-management, professional services, leasing, joint venture or similar agreement or arrangement with Provider or Provider affiliate. Provider shall notify Cigna 120 days in advance of any such acquisition or arrangement.

6.10 Use of Name

Provider agrees that Cigna may include descriptive information about Provider in literature distributed to existing or potential Participants, Participating Providers and Payors. That information will include, but not be limited to, Provider's name, telephone number, address, and specialties. Provider may identify itself as a Participating Provider with respect to those Benefit Plan types in which Provider participates with Cigna. Provider's use of Cigna's name or a Cigna Affiliate's name, or any other use of Provider's name by Cigna will be upon prior written approval or as the parties may agree.

6.11 Notices

Any notice required under this Agreement must be in writing and sent by United States mail, postage prepaid, to Cigna and Provider at the addresses below. Cigna may also notify Provider by sending an electronic notice with automatic receipt verification to Provider's e-mail address below. Either party can change the address for notices by giving written notice of the change to the other party in the manner just described.

6.12 Governing Law/Regulatory Addenda

Applicable federal law and the law of the jurisdiction where Provider is domiciled governs this Agreement. One or more regulatory addenda may be attached to the Agreement setting out provisions that are required by law with respect to Covered Services rendered to certain Participants (i.e. Participants under an insured plan). These provisions are incorporated into this Agreement to the extent required by law and as specified in such Addenda.

6.13 Force Majeure

In the event that performance by either Cigna or Provider of any covenant, duty or obligation imposed under this Agreement becomes impossible or impracticable because of the occurrence of an event of force majeure, including, without limitation, acts of war, insurrection, civil strife and commotion, labor unrest, sentinel event, or acts of God, then performance of such covenant, duty or obligation by such party shall be excused during the continuance of such event of force majeure; provided, however, that such performance by such party shall be accomplished as soon as reasonably practicable after such event of force majeure has ceased.

6.14 Waiver of Breach/Severability/Entire Agreement/Copy of Original Agreement

If any party waives a breach of any provision of this Agreement, it will not operate as a waiver of any subsequent breach. If any portion of this Agreement is unenforceable for any reason, it will not affect the enforceability of any remaining portions. This Agreement, including any exhibits to this Agreement, contains all of the terms and conditions agreed upon and supersedes all other agreements between the parties, either oral or in writing, regarding the subject matter. A copy of this fully executed Agreement is an acceptable substitute for the original fully executed Agreement.

AGREED AND ACCEPTED BY:

**Provider**

Crook County Health Department

375 NW Beaver Street

Suite 100

Prineville, OR 97754

Address

wmccoy@h.co.crook.or.us

Provider Email Address

**Cigna**

Cigna Health and Life Insurance Company

920 5th Ave, Suite 1350

Seattle, WA 98104

Address

---

Name

---

Name

---

Printed Name

---

Printed Name

---

Title

---

Title

---

Date Signed

---

Date Signed

93-6002290

---

Federal Tax ID

1841304920,1295480101

---

National Provider Identifier

## ADDENDUM TO PROVIDER AGREEMENT FOR THE STATE OF OREGON

The provisions set forth in this Addendum are being added to the Agreement with the provider named in the Agreement (hereafter referred as "Provider") to comply with legislative and regulatory requirements of the State of Oregon regarding provider contracts with providers rendering health care services in the State of Oregon. To the extent that such Oregon laws and regulations are applicable and/or not otherwise preempted by federal law, the provisions set forth in this Addendum shall apply and, to the extent of a conflict with a provision in the Agreement, shall control. The provisions of the Addendum shall apply to all providers governed by the Agreement, unless the context dictates otherwise. The provisions set forth in this Addendum do not apply with regard to Covered Services rendered to Participants covered under self-funded plans.

### I

1. Provider shall mean "Provider," "Hospital," or "Group and/or Represented Provider," as named in the Agreement, or as otherwise set forth in the Agreement.

### II

- (1) Cigna, upon request by Provider, shall give Provider an annual accounting accurately summarizing the financial transactions between the parties for that year.
- (2) Provider may withdraw from the care of a Participant when, in the professional judgment of Provider, it is in the best interest of the Participant to do so.
- (3) Upon request by Provider, the criteria used in the Utilization Management review process and the method of development of the criteria shall be made available for review.
- (4) Cigna shall employ or retain a physician licensed under ORS 677.100 to 677.228 who shall be responsible for all final medical and mental health decisions relating to coverage or payment made pursuant to the Agreement.
- (5) Provider will be paid for Covered Services rendered to Participants in accordance with ORS Sec. 743B.450 and ORS Sec. 743B.452.
- (6) In the event Cigna fails to pay for health care services covered by the Benefit Plan, Provider shall not bill or otherwise attempt to collect from Participants amounts owed by Cigna, and Participants shall not be liable to Provider for any sums owed by Cigna.
- (7) Cigna may not terminate or otherwise financially penalize Provider for:
  - (1) Providing information to or communicating with a Participant in a manner that is not slanderous, defamatory or intentionally inaccurate concerning:

- (a.) Any aspect of the Participant's medical condition;
  - (b.) Any proposed treatment or treatment alternatives, whether covered by the Participant's Benefit Plan or not; or
  - (c.) Provider's general financial arrangement with Cigna.
- (2) (a.) Referring a Participant to another provider, whether or not that provider is under contract with Cigna. If Provider refers Participant to another provider, Provider shall:
- (i) Comply with Cigna's written policies and procedures with respect to any such referrals; and
  - (ii) Inform the Participant that the referral services may not be covered by Cigna.
- (b.) Allocation of costs for referral services shall be a matter of contract between Provider and Cigna. Allocation of costs to Provider by contract shall not be considered a penalty under this section.
- (8) Cigna and Provider shall provide continuity of care to Participants as provided in ORS Sec. 743B.225.
- (9) Except in cases of fraud or abuse of billing, Payor may not request a refund from Provider of a payment previously made to satisfy a claim unless Payor does so in writing, specifying the reasons for the request, within 18 months after the date the payment was made. If Payor requests a refund for reasons related to coordination of benefits with another health insurer or entity responsible for payment of a claim, the request for refund must be made in writing, specifying the reasons for the request, within 30 months after the date the payment was made. If Provider fails to contest the request for a refund in writing to Cigna or Payor within thirty (30) days of receipt, the request for refund shall be deemed accepted and the refund must be paid.
- (10) Except in cases of fraud, Provider may not request additional payment from Payor to satisfy a claim unless Provider does so in writing, specifying the reasons for the request, within 18 months after the date the claim was denied or the payment intended to satisfy the claim was made. If Provider requests additional payment from Payor to satisfy a claim for reasons related to coordination of benefits with another health insurer or entity responsible for payment of a claim, the request for additional payment must be made in writing, specifying the reasons for the request, within 30 months after the date the claim was denied or payment intended to satisfy the claim was made.
- (11) The Agreement may permit network arrangements which grant access to Cigna's rights as a contracting entity, as defined in applicable state laws and regulations, to Provider's health care services and discounted rates to a third party, as defined in applicable state laws and regulations, provided that the third party accessing Provider's health care

services and discounted rates is contractually obligated to comply with all applicable terms, limitations and conditions of the Agreement.

- (12) Notwithstanding any provision to the contrary set forth in the Compensation section of the Agreement, or any similar provision in the Agreement, or a rate exhibit, the rates in the Agreement will be payment in full for all Covered Services furnished to Participants under the Agreement by a Provider who is a vision care provider as defined by applicable state laws and regulations.

**Cigna**

**EXHIBIT A**

**Fee Schedule and Reimbursement Terms**

This is an Exhibit to an Agreement between:

Provider: Crook County Health Department

Cigna Party: Cigna Health and Life Insurance Company

Effective Date of Base Agreement: March 1, 2023

This Rate Exhibit:

Applies to: Crook County Health Department

Federal Tax ID: 93-6002290

National Provider Identifier: 1841304920,1295480101

Effective Date: March 1, 2023

**I. DEFINITIONS**

Cigna Resource Based Relative Value Scale or Cigna RBRVS means the methodology designated by Cigna to produce the allowable fee for certain Covered Services rendered to Participants that uses the components of Relative Value Units (RVU's), geographic practice cost indices (GPCI's), conversion factor and base relativity factors, as defined by Cigna.

Cigna Standard Fee Schedule means the standard Cigna fee schedule applicable to the provider types (e.g. MD, DO, NP, PA etc.) as designated by Cigna in effect at the time of service and applicable to this Agreement for certain Covered Services provided to Participants. The Cigna Standard Fee Schedule is subject to change.

**II. FEE FOR SERVICE REIMBURSEMENT**

- A. Except as otherwise provided below, Covered Services will be reimbursed at the lesser of 100% of billed charges or the Cigna RBRVS allowable fee, less applicable Copayments, Deductibles and Coinsurance. The Cigna RBRVS allowable fees are updated periodically by Cigna to reflect new information regarding RVU's, GPCI's, conversion factor, and the addition of new codes and services. The GPCI locality used for this Agreement is Portland, OR.
- B. Cigna will apply the following base relativity factors in its Cigna RBRVS calculation to the services specified below. Provider agrees to identify the actual rendering provider's name that provided services to Participant on the claim submission to Cigna:

CPT Procedure Code Group	Base Relativity Factor
Surgery Codes	100.4%
Evaluation & Management Codes	100.4%
Medicine Codes	100.4%
Physical Therapy	100.4%

<b>CPT Procedure Code Group</b>	<b>Base Relativity Factor</b>
Radiology Codes, except high tech radiology including but not limited to MRI, PET and CAT	100.4%

C. The following services, as defined within the Current Procedural Terminology (CPT) coding system published by the American Medical Association and the Healthcare Common Procedure Coding System (HCPCS) published by the Centers for Medicare & Medicaid Services, are excluded from the reimbursement methodology described above, and such Covered Services, if not specified above, will be reimbursed at the lesser of 100% of billed charges or the applicable fee under the Cigna Standard Fee Schedule, less applicable Copayments, Deductibles and Coinsurance.

Injectable Drugs, Immunizations, Vaccines, Toxoids

Immunization Administration

All High Tech Radiology (including but not limited to CAT Scans, Magnetic Resonance Imaging, Positron Emission Tomography)

Pathology and Laboratory Services

Routine Venipuncture

All Services (excluding injectable medications) defined within the Healthcare Common Procedure Coding System (HCPCS) Schedule.

D. The following services are excluded from the reimbursement methodology described above, and such Covered Services will be reimbursed at the lesser of 100% of billed charges or the fee listed below, less applicable Copayments, Deductibles and Coinsurance. The services and fees listed below remain unchanged unless changed by amendment (i.e., changes to existing fees and/or the addition of fees for new codes). Any such amendment will be on a prospective basis only.

<b>Coding</b>	<b>Description</b>	<b>Site of Service (SOS) Designation</b>	<b>Reimbursement</b>
99502 32	Comprehensive newborn nurse home visit and optional support newborn home visits, Newborn #1	Not Applicable	\$1,192.00
99502 32 TT	Comprehensive newborn nurse home visit and optional support newborn home visits, each	Not Applicable	\$190.72

Coding	Description	Site of Service (SOS) Designation	Reimbursement
	additional newborn		
99502 32 TD	A single support newborn home visit occurring before the comprehensive newborn nurse home visit	Not Applicable	\$274.16

- E. All procedure codes for Covered Services for which reimbursement has not been established above, including but not limited to those for unlisted procedures as well as new Current Procedural Terminology (CPT), Healthcare Common Procedure Coding System (HCPCS) and/or American Society of Anesthesiologists (ASA) procedure codes, will be paid at a 50% reduction from billed charges, less applicable Copayments, Deductibles and Coinsurance until such time as the applicable RVU's have been loaded into the appropriate claims systems.
- F. Notwithstanding anything to the contrary set forth above, those services that are excluded from this Agreement under the Excluded Services section of the Agreement shall not be reimbursed and Participants shall not be billed for such services.
- G. Notwithstanding the above, Cigna will apply site of service claim adjudication and the applicable reimbursement for place of service billed.
- H. For workers' compensation Benefit Plans, the Cigna Standard Fee Schedule shall not exceed the state fee schedule.
- I. The reimbursement terms set forth in this Exhibit are applicable to all services rendered as part of your practice or scope of license. Any services provided by an out of network provider or vendor as part of your practice or scope of license are not separately reimbursable.

## AGENDA ITEM REQUEST



**Date:**

*January 9, 2023*

**Meeting date desired:**

*January 18, 2023*

**Subject:**

*Extension to Property Use License with OSU.*

**Background and policy implications:**

*The County and OSU have had an agreement in place since 2015 allowing OSU to use the Fairgrounds to conduct Oregon ATV Safety Youth Rider Endorsement classes. This will be the 8<sup>th</sup> extension. OSU has reviewed and approved the amendment and will sign after the County.*

**Budget/fiscal impacts:**

*N/A*

**Requested by:**

*Lindsay Azevedo, Paralegal II/Office Manager  
541-416-3919  
Lindsay.Azevedo@co.crook.or.us*

**Presenters:**

*Eric Blaine*

**Legal review (only if requested):**

*Legal drafted the amendment.*

**Elected official sponsor (if applicable):**

*N/A*

**Amendment 8  
to  
PROPERTY USE LICENSE**

This Amendment 8 to the Property Use License (hereinafter “Amendment 8”) is entered into retroactively on January 1, 2023, by and between Crook County, a political subdivision of the State of Oregon (hereinafter “LICENSOR”), and Oregon State University (hereinafter “UNIVERSITY”).

**RECITALS**

A. LICENSOR and UNIVERSITY are parties to a Property Use License agreement dated February 12, 2015 (the “LICENSE”) with respect to UNIVERSITY’s use of LICENSOR’s property to conduct Oregon ATV Safety Youth Rider Endorsement classes; and

B. LICENSOR AND UNIVERSITY have previously amended the LICENSE to modify its terms and extend its duration; and

C. LICENSOR and UNIVERSITY now desire to extend the duration and amend the terms of the LICENSE as set forth in this Amendment 8.

**AGREEMENT**

NOW, THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, the parties agree as follows:

1. Extended Term: Paragraph 4 of the LICENSE is hereby amended to extend the expiration date to December 31, 2023.

2. Unavailable Dates: Paragraph 5 of the LICENSE shall be deleted in its entirety and replaced with the following:

“UNIVERSITY agrees not to conduct activities on the property on the following dates:

- June 11 through 25, 2023;
- July 9 through 16, 2023;
- August 1 through 13, 2023;
- Any other date set by LICENSOR at LICENSOR’s sole discretion.”

3. Reaffirmation of Contract: Except as modified by this Amendment 8, all terms and conditions of the LICENSE and all prior amendments are reaffirmed and remain unmodified and in full force and effect.

4. Counterparts: This Amendment 8 may be executed in one or more counterparts, including electronically transmitted counterparts, which when taken

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

IN WITNESS WHEREOF, the parties have executed this Amendment 8 to be effective on the date first set forth above.

OREGON STATE UNIVERSITY

CROOK COUNTY COURT

By: \_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
Seth Crawford, County Judge

Title: \_\_\_\_\_

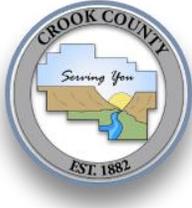
\_\_\_\_\_  
Jerry Brummer, County Commissioner

Date: \_\_\_\_\_

\_\_\_\_\_  
Brian Barney, County Commissioner

Date: \_\_\_\_\_

## AGENDA ITEM REQUEST



**Date:**

**Meeting date desired:**

**Subject:**

**Background and policy implications:**

**Budget/fiscal impacts:**

**Requested by:**

**Presenters:**

**Legal review (only if requested):**

**Elected official sponsor (if applicable):**

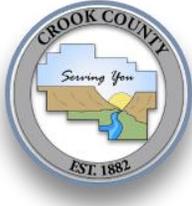
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**PERSONNEL ACTION FORM**

EMPLOYEE INFORMATION				
<b>Employee Name:</b> (Last, First Name MI):	<b>Employment Type:</b> Full Time (30+ Hrs.) <input type="checkbox"/> Part Time (<30 Hrs.) <input type="checkbox"/> On-Call <input type="checkbox"/>	<b>Employment Status:</b> Probationary <input type="checkbox"/> Temporary <input type="checkbox"/> Regular <input type="checkbox"/> Elected Official <input type="checkbox"/>	<b>Employment Action:</b> New Hire <input type="checkbox"/> Transfer <input type="checkbox"/> Promotion <input type="checkbox"/> Annual Increase <input type="checkbox"/> Increase Outside of Annual <input type="checkbox"/> Probationary Review <input type="checkbox"/> Termination <input type="checkbox"/> Refill: <input type="checkbox"/> YES <input type="checkbox"/> NO	<b>Employment Classification:</b> Exempt <input type="checkbox"/> Non-Exempt <input type="checkbox"/>
<b>Effective Date:</b>	New Position <input type="checkbox"/> Budgeted/Vacant Position <input type="checkbox"/>		Replacement Position <input type="checkbox"/> Replaces:	
<b>Position #:</b>	<b>Reason:</b>			
<b>DETAIL</b>	<b>FROM (present status)</b>	<b>TO (new status)</b>		
FTE: (e.g. 1.0, .80)				
Hours Per Day/Scheduled Days:				
Dept./Office:				
Position - Job Title:				
Salary Grade/Step:				
Monthly & Annual Salary (Exempt): <b>OR</b> Hourly Rate (Non-Exempt):				
Certification Pay/Per Pay Period:				
License Required: <input type="checkbox"/> YES <input type="checkbox"/> NO		Union Member: <input type="checkbox"/> YES <input type="checkbox"/> NO		
<b>Comments/Notes:</b>				
_____ Human Resources Signature		_____ Finance Signature		_____ Date
_____ Department Head Signature		_____ Employee Signature (if applicable)		_____ Date
<b>County Court Signatures Required For:</b>				
Department Head <input type="checkbox"/> New Position <input type="checkbox"/> Termination/Demotion <input type="checkbox"/> Increase (2 steps or greater) <input type="checkbox"/>				
_____ County Judge		_____ County Commissioner		_____ Date
_____ County Commissioner		_____ Date		

## AGENDA ITEM REQUEST



**Date:**

**Meeting date desired:**

**Subject:**

**Background and policy implications:**

**Budget/fiscal impacts:**

**Requested by:**

**Presenters:**

**Legal review (only if requested):**

**Elected official sponsor (if applicable):**

/

**IN THE COUNTY COURT OF THE STATE OF OREGON**  
**FOR THE COUNTY OF CROOK**

**IN THE MATTER OF THE  
APPOINTMENT TO AG EXTENSION  
SERVICE DISTRICT ADVISORY  
BOARD**

**ORDER 2023-05**

**WHEREAS**, volunteers are essential to the operation of the county government; and

**WHEREAS**, the Court has carefully considered the skills and talents of the applicants and the needs of the boards which has a vacancy requiring appointments, and based upon recommendation of Boards and Committees:

**NOW, THEREFORE**, it is hereby **ORDERED** that that the Crook County Court makes the following appointment to the Ag Extension Service District Advisory Board:

<b>Board</b>	<b>Appointee</b>	<b>Term</b>	<b>Oath required</b>
Ag Extension Service District Advisory Board Position #8	Susan Hermreck	3 Year Term Expiring: 12/31/2025	Yes

DATED this 18th day of January 2023.

\_\_\_\_\_  
Seth Crawford  
County Judge

\_\_\_\_\_  
Jerry Brummer  
County Commissioner

\_\_\_\_\_  
Brian Barney  
County Commissioner

## AGENDA ITEM REQUEST



**Date:**

January 6, 2022

**Meeting date desired:**

Work Session 1/17/23

**Subject:**

Bids for Interior Repair Indoor Arena Kitchen

**Background and policy implications:**

Roof Failure- Damage to interior kitchen

**Budget/fiscal impacts:**

Will be paid with Capital Project Fund

**Requested by:**

Casey Daly- Fairgrounds Manager

**Presenters:**

Casey Daly

**Legal review (only if requested):**

NA

**Elected official sponsor (if applicable):**

/



November 7, 2022

RE: CC Fairgrounds Concession Building Re-Paint Kitchen - Proposal

Griffin Construction LLC is pleased to offer this proposal for consideration and are excited to build upon our great relationship with Crook County as a result of this project.

We have priced the re-paint of the kitchen walls and ceiling at the Crook County Fairgrounds Concession Building. This is approximately 3,090 SF of painted surface. We will clean and prep existing walls/ceiling and mask off adjacent surfaces as required. We will move items away from the walls that can be moved. We will clean up all messes upon completion.

We strive to do quality work and build lasting relationships with our clients. Please allow us to prove our expertise to you again and I thank you for your consideration for your project. Quote is good for 30 days.

Base Bid = \$18,991

Exclusions: builders risk insurance, unforeseen conditions, building permits and plan review fees, special inspections/testing.

Sincerely,

A handwritten signature in black ink that reads 'Samuel Griffin'.

Griffin Construction LLC

Bex Construction

PO Box 330  
Prineville, OR 97754

# Estimate

Date	Estimate #
12/19/2022	332

Name / Address
Crook county 1280 main st Prineville OR 97754

Customer

			Project
Description	Qty	Cost	Total
KITCHEN DRYWALL REPAIR AND PAINT CEILINGS AND WALLS.			
Plans[permits/architect's fees. ( No Permits in this quote)		0.00	0.00
plumbing and fixtures. ( No Plumbing in this quote)		0.00	0.00
Electrical wiring and fixtures. ( No electrical in this quote)		0.00	0.00
Interior Painting. Materials for the priming of the drywall and for the repainting of all the walls and the ceilings in the Kitchen area. Materials	1	984.00	984.00
Interior Painting. Labor to Paint. Prime drywall area clean the existing surfaces from grease and mask and spray all walls and ceilings same color white. clean surfaces with T.S.P. prior to Painting.Paper floor prior to painting walls and ceilings standard 4ft paper.	1	5,825.00	5,825.00
Move appliances and movable items and replace no range hoods or cook stoves. or sinks. will work around those.	1	410.00	410.00
Drywall. Demo drywall and clean up nails and area remove insulation and haul everything off.	1	1,680.00	1,680.00
Drywall. Materials 5/8" green board Mud tape texture to finish.	1	685.00	685.00
Drywall. Labor to hang and mud finish and texture to match existing as close as possible.	1	2,860.00	2,860.00
Insulation Labor and materials to re Insulate the area demoed. Pick up install and clean up.	1	892.00	892.00
Haul off all trash and clean up of job during work. Dump fees and Labor.	1	315.00	315.00
		<b>Total</b>	<b>Page 37</b>

Bex Construction

PO Box 330  
Prineville, OR 97754

# Estimate

Date	Estimate #
12/19/2022	332

Name / Address
Crook county 1280 main st Prineville OR 97754

			Project
Description	Qty	Cost	Total
P.O.H. Bex	1	1,225.00	1,225.00
Date: _____ Customer sign _____		0.00	0.00
Date: <u>12/19/22</u> Contractor sign 		0.00	0.00
		<b>Total</b>	<b>\$14,876.00</b>

CUSTOMER

# Bex Construction

Commercial-Residential  
Building--Remodeling

Marshall Bex  
[Nailgun518@hotmail.com](mailto:Nailgun518@hotmail.com)  
541-350-7800  
CCB # 47747  
Po Box 330  
Prineville, Or 97754

Commercial &  
Residential  
Billing Process

Customers name: Crook County Fairgrounds  
Jobsite address: 1280 main st  
Work to be performed: Kitchen Paint + Dry wall  
Repair

**Description of Charges for vendors and workers on each project:**

Est # 332 12/19/22

All work done thru Bex Construction will be as follows:

All workers & subcontractors & Temp payroll Agency will be billed out at a hourly rate of \$ 82.00. Per man hour, this includes Marshall Bex's hours. The List of workers licensed will carry their own sub-contractors Insurance and be updated with builders Board. Bex will have those on file. The ones working thru temp agency will be covered on workman's comp. A list of the workers, working hourly are listed below. If there is another worker brought on site, they will be either Licensed contractor or be ran thru on a temp agency service as described above..

1. Cal Petz
2. Richard McConnell
3. Dylan Hatch
4. Derek Nash
5. Ernie Nash

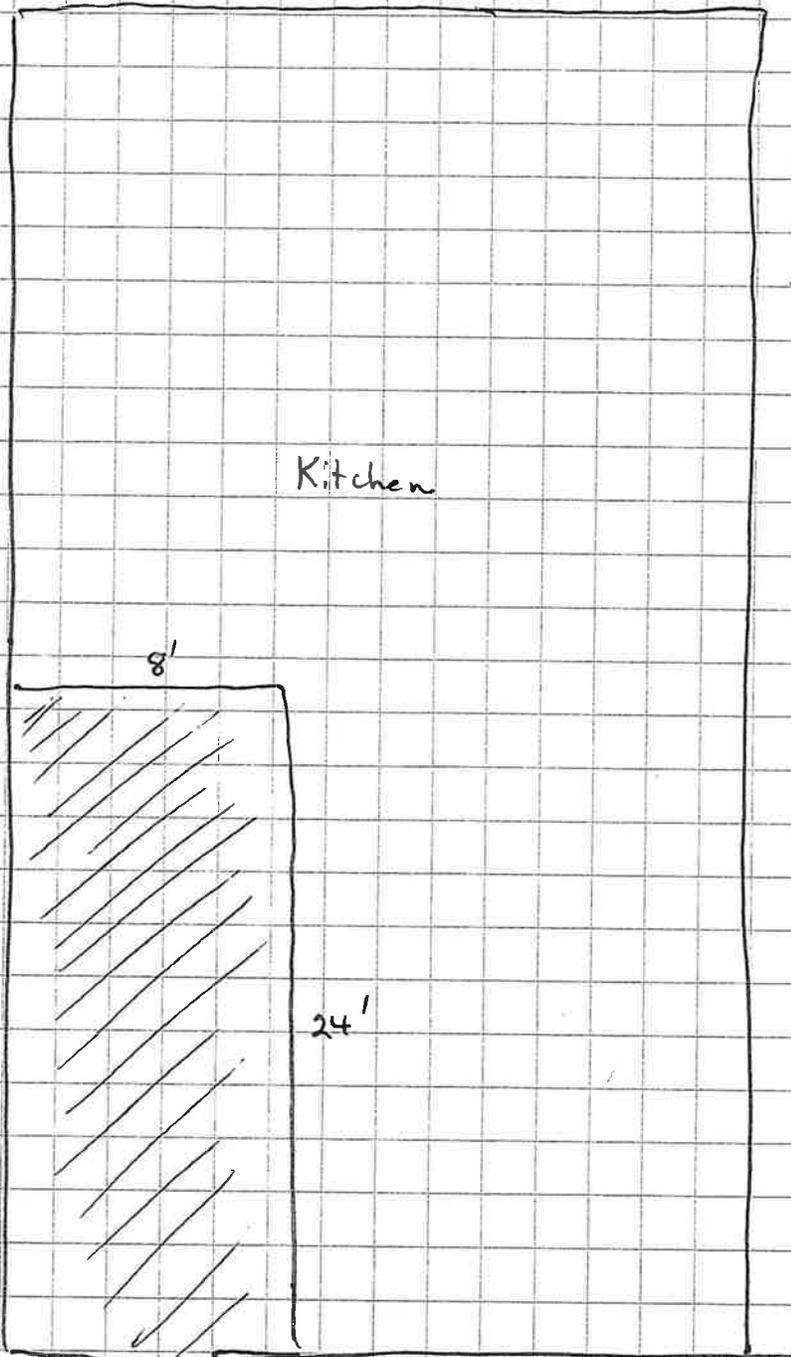
All vendors will have a 12% OHP mark up on the job they Perform. This includes suppliers ran thru Bex Construction for the materials and services on project. Example listed

1. Electric company (ex: Cooper Electric
2. Lumber and supplies (Parr lbr/Home depot/true value etc.
3. Plumbers
4. H.V.A.C. (heating & cooling firms
5. Concrete suppliers and concrete finishers
6. Insulators
7. Excavation all phases
8. Roofing companies and supplies

Date : \_\_\_\_\_ Customer signature: \_\_\_\_\_

Date : 12/19/22 Contractor signature: 

24'



Repaint walls  
and ceiling  
Approx 2400 sq.  
Surface.

Kitchen

48'

8'

Ⓐ Remove 8' x 24'  
Drywall on ceiling.

Ⓑ Remove Insulation  
Replace Insulation

Ⓒ Patch and  
Texture ceiling  
to match existing.

24'

Door



*PAIDJAMAR  
541-977-5010  
NOV. 19, 22*

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August 26, 2020 · 🌐



One more done !!!



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4

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Tim Evans  
Atta boy!

Like Reply 2y



Clear view painting INC.

April 13, 2020 · 🌐



Today's repaint!!!!

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## AGENDA ITEM REQUEST



**Date:**

1/6/2023

**Meeting date desired:**

1/17/2023

**Subject:**

Lean To Shop Expansion

**Background and policy implications:**

ShopLeanTo

**Budget/fiscal impacts:**

Capital Project Funding

**Requested by:**

Casey Daly- Fairgrounds

**Presenters:**

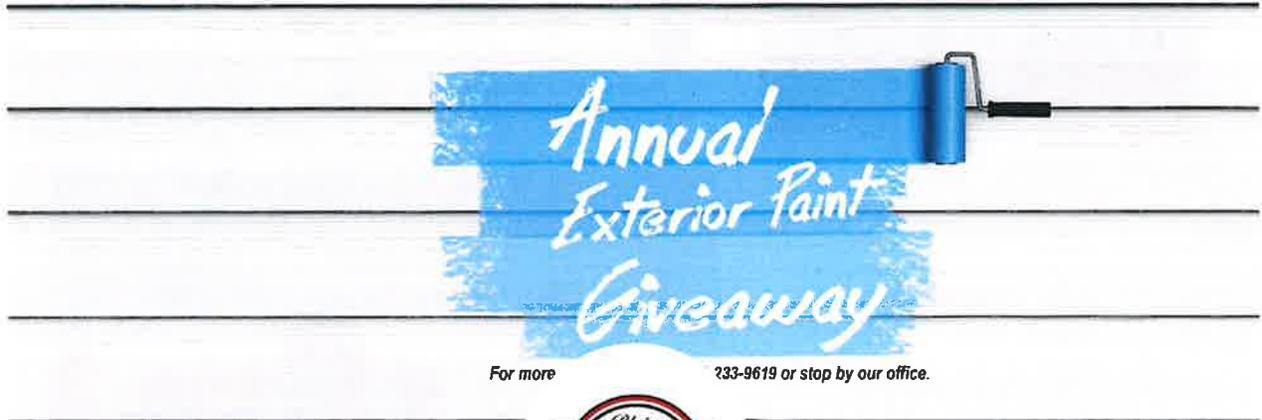
Casey Daly

**Legal review (only if requested):**

Three bids requested. Marshal Bex Construction - attached. Blain Noland contacted by phone. Setup walk thru for 1/3/2023 for Both projects. No show. Central Oregon Pole Buildings contacted VM left with office. No response.

**Elected official sponsor (if applicable):**

/



*12/27 Alley  
12/28 Blaine  
SET UP  
APPT  
WITH BLAINI/B NO SHOW*

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1 comment

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Prineville Chamber  
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August 22, 2022

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*12/7/22*  
*NO response*

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GALLERY CONTACT

Bex Construction

PO Box 330  
Prineville, OR 97754

# Estimate

Date	Estimate #
10/30/2022	330

Name / Address
Crook county 1280 main st Prineville OR 97754

Customer

Description	Qty	Cost	Project
			Total
<b>maintenance Building side cover for equipment 100ft long 25ft out roof</b>			
Plans[permits/architect's fees. footing engineering. Architect Summary . est cost for the services to submit to county.	1	9,200.00	9,200.00
excavation/backfill/final grading. Gravel excavation of footings and rock and backfill and grading.R.M. Remove and haul off old concrete fule container.	1	11,040.00	11,040.00
foundation materials. Concrete for the footings for the new building. Based on footings 3x3x3 with riser for the bolt pattern. estimated 40 cy. Labor and materials form up pour strip.	1	11,480.00	11,480.00
Building of structure will be 6x6 post 6"x12" glue lam beams sitting on top of posts brackets for positive connections 2x6 perlins 24" on center. metal will be 3ft standard 26 gauge panel. color to match close as possible with existing roofing on maintenance shed.			0.00
Materials . Building roof package columns rafters and perlins metal for the roof..	1	35,636.00	35,636.00
Labor for Framing Installing posts beams and perlins.	128	82.00	10,496.00
Labor to put the roof metal and trims on.	69	82.00	5,658.00
siding materials. No siding on project.		0.00	0.00
Electrical wiring and fixtures. ( None in this bid. )		0.00	0.00
plumbing (No Plumbing work.) ( No gutters)		0.00	0.00
Rental Lift BEX Rental 4 weeks. Fuel and Mob in and out. Other Rentals forklift crane misc. will need use of C.C.F.G. fork lift at times.	1	3,800.00	3,800.00
		<b>Total</b>	

Bex Construction

PO Box 330  
Prineville, OR 97754

# Estimate

Date	Estimate #
10/30/2022	330

Name / Address
Crook county 1280 main st Prineville OR 97754

Project

Description	Qty	Cost	Total
No Vapor Barrier under roofing			0.00
sealing of wood structure will be sealed with clear coat Thompson's water seal or equiv. posts will be PT no sealing just 2x6 gurts and beams.	1	840.00	840.00
BEX POH	1	9,054.00	9,054.00
Date: _____ . Customer sign _____		0.00	0.00
Date: _____ . Customer sign _____		0.00	0.00
		<b>Total</b>	<b>\$97,204.00</b>

**Bex Construction**  
 Commercial-Residential  
 Building--Remodeling

Marshall Bex  
 Nailgun518@hotmail.com  
 541-350-7800  
 CCB # 47747  
 Po Box 330  
 Prineville. Or 97754

Commercial &  
 Residential  
 Billing Process

Customers name: Crook County Fairgrounds  
 Jobsite address: \_\_\_\_\_  
 Work to be performed: Maintenance Building  
100' x 25' Roof Cover.

Est # 330      10/30/2022

**Description of Charges for vendors and workers on each project:**

All work done thru Bex Construction will be as follows:

All workers & subcontractors & Temp payroll Agency will be billed out at a hourly rate of \$ 82.00 Per man hour, this includes Marshall Bex's hours. The List of workers licensed will carry their own sub-contractors Insurance and be updated with builders Board. Bex will have those on file. The ones working thru temp agency will be covered on workman's comp. A list of the workers, working hourly are listed below. If there is another worker brought on site, they will be either Licensed contractor or be ran thru on a temp agency service as described above..

1. Cal Petz
2. Richard McConnell
3. Dylan Hatch
4. Derek Nash
5. Ernie Nash

All vendors will have a 12% OHP mark up on the job they Perform. This includes suppliers ran thru Bex Construction for the materials and services on project. Example listed

1. Electric company (ex: Cooper Electric
2. Lumber and supplies (Parr lbr/Home depot/true value etc.
3. Plumbers
4. H.V.A.C. (heating & cooling firms
5. Concrete suppliers and concrete finishers
6. Insulators
7. Excavation all phases
8. Roofing companies and supplies

Date : \_\_\_\_\_ Customer signature: \_\_\_\_\_

Date : \_\_\_\_\_ Contractor signature: \_\_\_\_\_

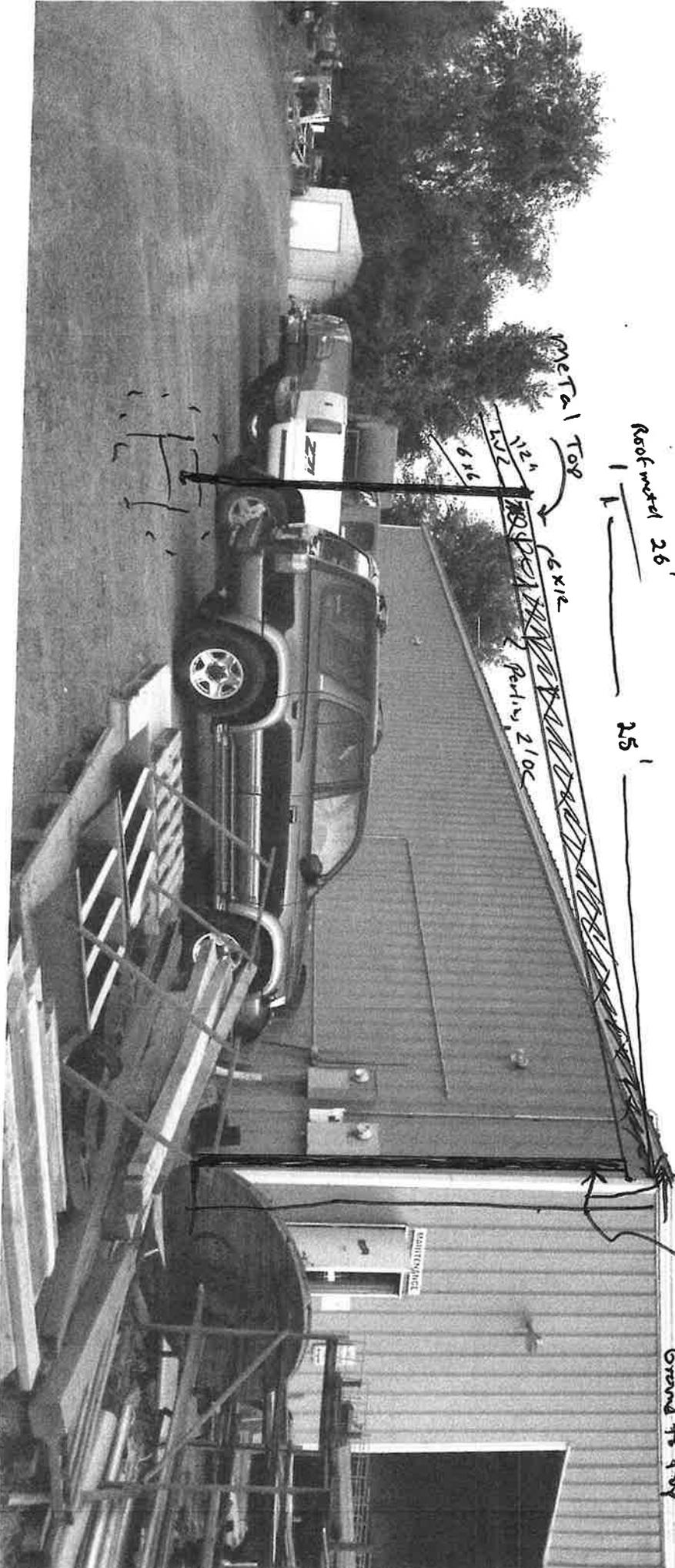
① Bid. on New Package.

New Package.

Bex Construction  
Marshall Bex 541-3507800

Maintenance Building

Crook County Fairgrounds



## AGENDA ITEM REQUEST



**Date:**

1/6/2023

**Meeting date desired:**

1/17/2023

**Subject:**

Bid- Grizzly Mountain Pavilion Expansion

**Background and policy implications:**

Building Expansion approx- 2500 SF

**Budget/fiscal impacts:**

Capital Project Funding plus \$20,000 grant for Crook County Foundation

**Requested by:**

Casey Daly- Fairgrounds

**Presenters:**

Casey Daly

**Legal review (only if requested):**

Three bids requested. Marshal Bex Construction - attached. Blain Noland contacted by phone. Setup walk thru for 1/3/2023 for Both projects. No show. Central Oregon Pole Buildings contacted VM left with office. No response.

**Elected official sponsor (if applicable):**

/



For more

233-9619 or stop by our office.



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12/28 Blainie  
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APPT  
WITH Blainie/13  
NOSHOW

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- Not yet rated (4 Reviews)
- Add diversity info

## Posts

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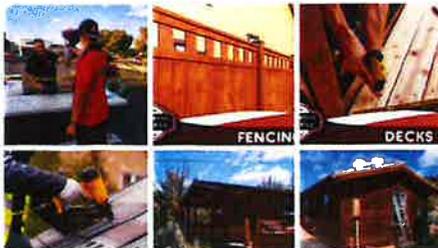


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FRI, SEP 2, 2022

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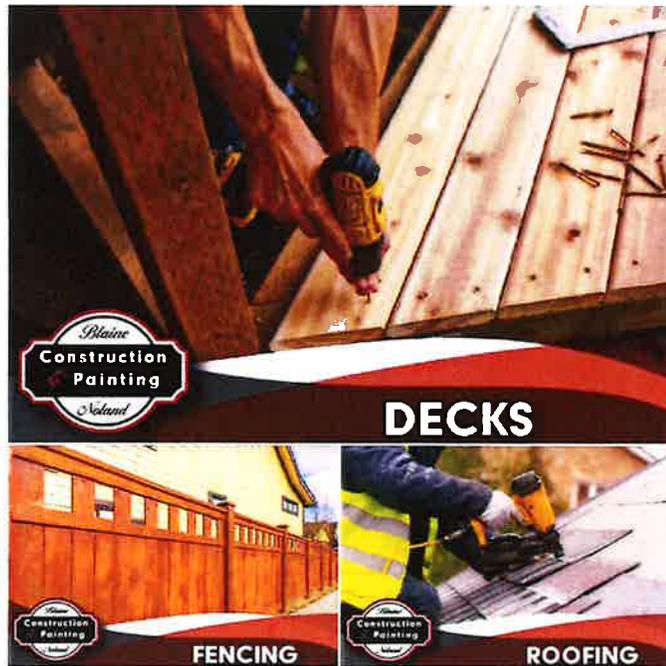
Prineville Chamber  
We're so very excited too!!

Like Reply 18w

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August 22, 2022

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NO response

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Bex Construction

PO Box 330  
Prineville, OR 97754

# Estimate

Date	Estimate #
10/30/2022	331

Name / Address
Crook county 1280 main st Prineville OR 97754

*CUSTOMER*

Description	Qty	Cost	Project
			Total
<b>Goat and Chicken Shed</b>			
1.Plans[permits/architect's fees. Engineering and code analysis as per crook county . (estimated )costs for the drawings and for the engineering. Architect summary.	1	6,400.00	6,400.00
2.excavation/backfill/final grading. R. M. C. estimated dig for the mono footings dig to remove and relocate the water frost free hose bibs.( Plumbing by others) New gravel and prep for the new slab. compacted and ready for the mono pour..	1	9,768.00	9,768.00
3.Concrete. Atlas concrete pour mono pour with a 12" x18" footing 1/2" rebar 2ft oc 3 # 4 in footings Micro Fiber in the concrete and finish to match existing concrete as close as possible. slope to outer side of building no more than 1/4' per foot. estimate# 500	1	18,277.00	18,277.00
4.Double F welding. Remove steel Z girts and install old and new girts and brackets necessary. Install metal on ends and trims. estimate # 1342	1	30,500.00	30,500.00
5.Remove and relocate man door and Garage door. use the existing trim around the doors to relocate.	1	875.00	875.00
6.siding materials. new panels 3ft R- Panels 26 gauge Panels match existing as close as possible. screws new metal ect. for the east wall only will use the existing east metal for the side walls.	1	5,645.00	5,645.00
7. will need the existing building for the staging of the garage door and the man door and the new materials during construction. Moving and staging of parts tru job.	1	656.00	656.00
8.demolition of job site. demo the existing insulation and the metal .Plywood on lower side of the walls reinstall along with new for the end walls to match existing.. Materials and labor. Paint new Plywood. and touch up existing.	1	6,854.00	6,854.00
		<b>Total</b>	

Bex Construction

PO Box 330  
Prineville, OR 97754

# Estimate

Date	Estimate #
10/30/2022	331

Name / Address
Crook county 1280 main st Prineville OR 97754

			Project
Description	Qty	Cost	Total
9.Electrical wiring and fixtures. ( No Electrical in this quote.)		0.00	0.00
10.plumbing and fixtures.(No Plumbing in this quote). but do have excavation in this for the digging of the new trenches and the relocation of the existing stand pipe hose bibs in their new location.		0.00	0.00
11.dump/haul off/etc. Haul off any materials or trash tru Job during demo and construction. Labor and materials.	1	692.00	692.00
12. P. O. H. Bex	1	8,200.00	8,200.00
Date: _____ Customer sign _____		0.00	0.00
Date: _____ Contractor sign _____		0.00	0.00
		<b>Total</b>	<b>\$87,867.00</b>

**Bex Construction**  
Commercial-Residential  
Building-Remodeling

Marshall Bex  
Nailgun518@hotmail.com  
541-350-7800  
CCB # 47747  
Po Box 330  
Prineville, Or 97754

Commercial &  
Residential  
Billing Process

Customers name: Crook County Fairgrounds  
Jobsite address: 1280 main st  
Work to be performed: Garage + Chicken Sheds  
more wall out / Pan new slabs

**Description of Charges for vendors and workers on each project:**

Est # 331      10/30/22

All work done thru Bex Construction will be as follows:

All workers & subcontractors & Temp payroll Agency will be billed out at a hourly rate of \$ 82.00. Per man hour, this includes Marshall Bex's hours. The List of workers licensed will carry their own sub-contractors Insurance and be updated with builders Board. Bex will have those on file. The ones working thru temp agency will be covered on workman's comp. A list of the workers, working hourly are listed below. If there is another worker brought on site, they will be either Licensed contractor or be ran thru on a temp agency service as described above..

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3. Dylan Hatch
4. Derek Nash
5. Ernie Nash

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2. Lumber and supplies (Parr lbr/Home depot/true value etc.)
3. Plumbers
4. H.V.A.C. (heating & cooling firms)
5. Concrete suppliers and concrete finishers
6. Insulators
7. Excavation all phases
8. Roofing companies and supplies

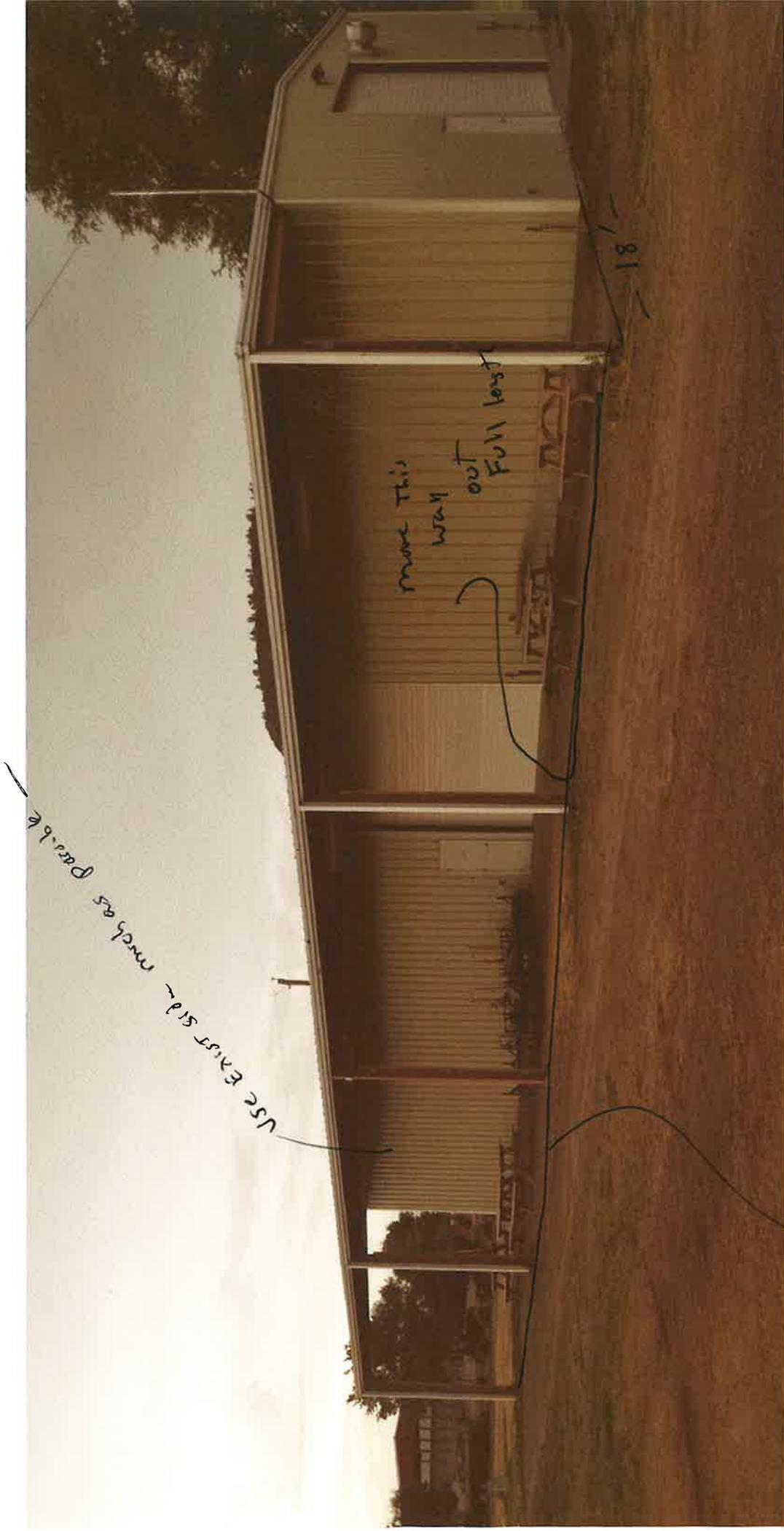
Date : \_\_\_\_\_ Customer signature: \_\_\_\_\_

Date : \_\_\_\_\_ Contractor signature: \_\_\_\_\_

Box Construction  
Marshall Box 541-350-7800

Goat + Chicken Shed

Crook County Fairgrounds



New memo post

100' long - 18' wide

More Existing wall Doors out to Posts.  
Remetal walls only.

EXTENSION

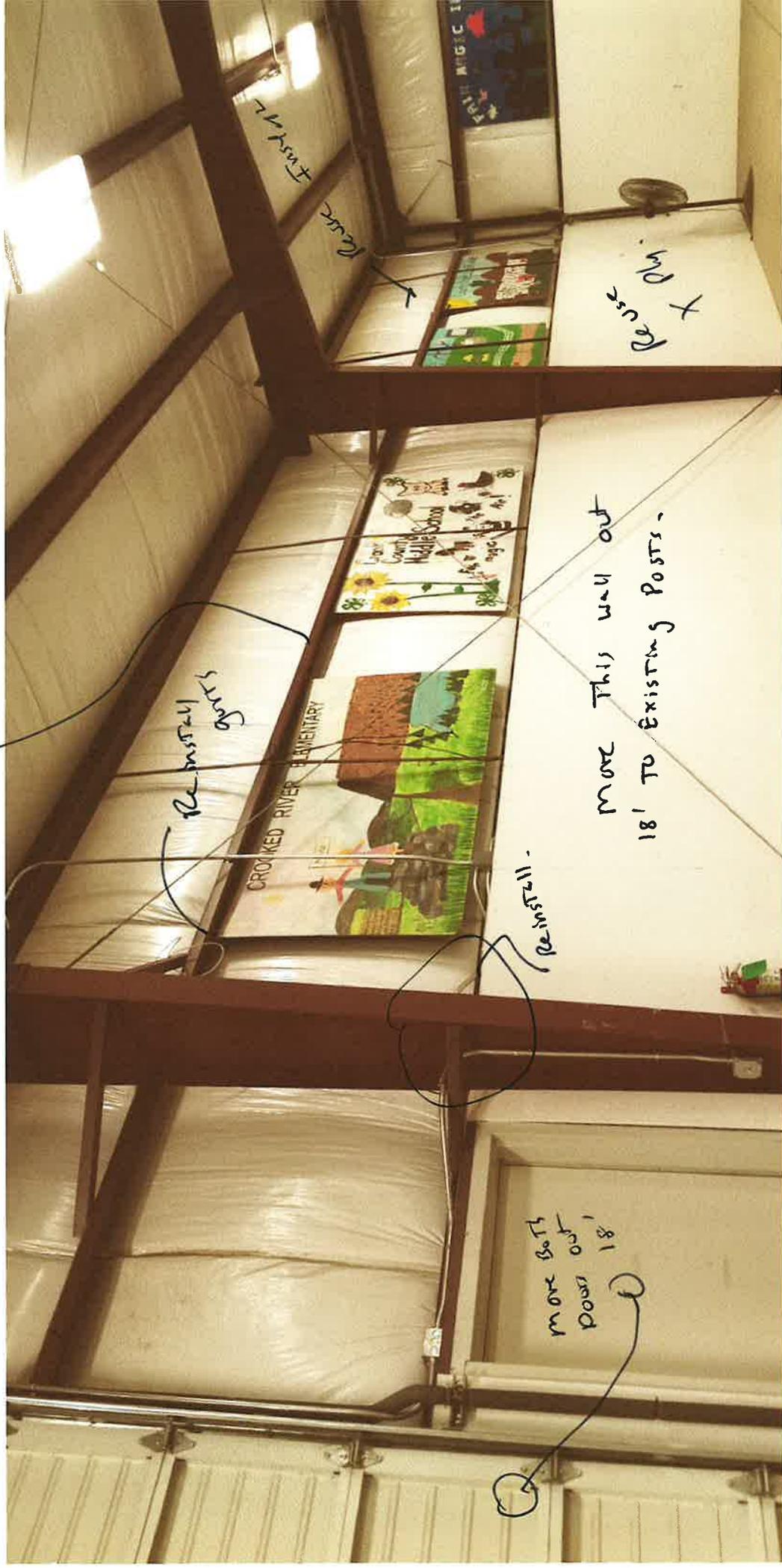
Page 1

year built -

Goat + chicken shed

Crook courts fairgrounds

TOP GURT  
mstr  
mstr  
mstr (4th)



Reinstall gurts

Reinstall -

more This wall out  
18' TO EXISTING POSTS -

more goats  
posts out  
18'

Basic

Basic plus x

Interior

## AGENDA ITEM REQUEST



**Date:**

**Meeting date desired:**

**Subject:**

**Background and policy implications:**

**Budget/fiscal impacts:**

**Requested by:**

**Presenters:**

**Legal review (only if requested):**

**Elected official sponsor (if applicable):**

/



# Central Oregon STI/HIV Outreach Coordinator JOB DESCRIPTION

**Department:** Crook County Health Department  
**Reports To:** Clinic Supervisor  
**Classification:** Non-exempt  
**Salary Grade:**

## Summary

The primary duties of this position are to work regionally in Crook, Deschutes and Jefferson counties to implement the Central Oregon Health Council funded project to decrease STI/HIV rates. The position will work closely with internal and community stakeholders and partners to achieve programmatic priorities in ways that are:

- Equitable,
- Culturally informed,
- Developmentally appropriate,
- Trauma-informed,
- Data-driven,
- And as comprehensive and sustainable as possible.

This position requires the application of specialized knowledge in adult education and learning styles as well as working knowledge of effective health promotion and behavior change strategies.

## Essential Job Functions

Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

### ***Community and Stakeholder Engagement***

1. Organize and facilitate a Community Advisory Board
2. Participate with internal and community stakeholders and partners to achieve programmatic priorities
3. Coordinate with medical providers and health care systems regarding training and increased testing

### ***Program Implementation***

1. Implement programs in compliance with regulatory, grant and state requirements
2. Establish performance benchmarks for projects
3. Promote PrEP and nPEP navigation services to the community
4. Link patients to healthcare and other supportive services
5. Provide compassionate work with Disease Investigation Specialists (DIS) to increase client health literacy and education
6. Work with epidemiologist to provide active surveillance of targeted populations
7. Assess, plan, coordinate, implement, and evaluate health education services, materials and programs to ensure achievement of the region's work plan and outcome goals
8. Develop and provide prevention trainings and/or educational programs and services

### ***Documentation and Reporting***

1. Complete timely and accurate case and data entry
2. Competently use electronic medical record documentation process



## Central Oregon STI/HIV Outreach Coordinator JOB DESCRIPTION

3. Oversee work plans and complete required grant reports

### **General**

1. Maintain regular and predictable work attendance
2. Assist with emergency response as needed
3. Coverage may include late evening and weekend hours

### **Public Health Preparedness:**

1. Complete Public Health Preparedness Training: IS 100, 200, 700, and 800
2. Participate in Public Health Preparedness exercises and events

### **Competencies**

1. Technical Capacity: Equipment uses – personal computer and related software, telephone, printer/copier/facsimile.
  - o Use of computers for word processing, data entry and analysis, Microsoft Outlook, and a variety of software applications
2. Knowledge of principles and practices of reproductive health and public health including health maintenance and disease prevention; the effects of physical, social, and emotional factors on health; principles and techniques of teaching, counseling, interviewing; resources available through other health and welfare agencies; integration and linkages between community agencies.
3. Foundational knowledge of diversity, equity, and inclusion principles; and trauma informed care practices
4. Knowledge of adult education and learning styles
5. Ability and skill in working with the public, including excellent customer service and de-escalation
6. Teamwork and Collaboration: Ability to work in a team setting collaboratively and promote a positive work environment that aligns with the department vision, mission, and guiding principles.
7. Time Management: Ability to work in a fast-paced environment and meet deadlines.
8. Communication Proficiency: Ability to communicate effectively in both verbal and written form. Learn and explain established policies and procedures using judgement and diplomacy.
9. Flexibility: Ability to adapt quickly and work evenings and weekends as necessary. Ability to travel as needed.
10. Ethical Conduct: Ability to maintain confidentiality, abide by county/state and federal laws with knowledge of Public Health and county rules.
11. Initiative: Ability to work independently and initiate new or innovative public health strategies.
12. Data collection and interpretation skills

### **Performance Indicators**

1. Effective convening of regional Advisory Group
2. Contribution to Quality Improvement processes
3. Timely submission of reporting requirements for each assigned program, including recorded outcomes in VMSG database
4. Engagement in Regional Health Improvement Plan efforts

### **Supervisory Responsibility**



# Central Oregon STI/HIV Outreach Coordinator JOB DESCRIPTION

This position has no supervisory responsibilities.

## Work Environment

This is primarily a clinical role, with some sedentary work; however, some filing, lifting and carrying will be required. This role routinely uses standard office equipment such as computers, phones, photocopiers, filing cabinets and fax machines. Ability to work in a fast-paced environment and off-site for clinics.

## Physical Demands

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.

While performing the duties of this job, the employee is regularly required to talk or hear. The employee is frequently required to sit; stand; walk; lift; use hands to finger, handle or feel; and reach with hands and arms. Ability to lift up to 20 pounds, twist, and bend.

## Position Type and Expected Hours of Work

This is a full-time position. Typical days and hours of work are Monday through Friday, 8:00am to 5:00pm

## Travel

Local and regional travel for is to be expected.

## Required Education and Experience

- Bachelor's Degree in a health or education field; AND
  - Three (3) years of related experience
- OR
- Any equivalent combination of training, education, and experience that provides the required skills and knowledge to perform the job.

## Preferred Education and Experience

- Experience and knowledge in STI/HIV programming
- Bilingual

## Additional Eligibility Requirements

- Must hold a valid Oregon driver's license
- Able to complete a thorough employment and/or criminal history check
- Final candidates will be required to provide official proof of college degree and certified transcripts (not required for all positions)

## Safety Sensitive Requirements

- This position is considered to be a safety sensitive position subject to drug screen(s) and adherence to all vaccine/immunity requirements for the healthcare setting.

## AAP/EEO Statement



## Central Oregon STI/HIV Outreach Coordinator JOB DESCRIPTION

- This position is 'at-will', and either Crook County or the employee may terminate the relationship at any time with or without cause.
- Crook County is an equal opportunity employer

### Other Duties

- Please note this job description is not designed to cover or contain a comprehensive listing of activities, duties or responsibilities that are required of the employee for this job. Duties, responsibilities and activities may change at any time with or without notice.

### Signatures

The employee signature below constitutes employee's understanding of the requirements, essential functions and duties of the position.

Employee Print Name: \_\_\_\_\_

Date: \_\_\_\_\_

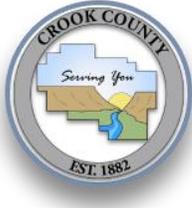
Employee Signature: \_\_\_\_\_

Date: \_\_\_\_\_

Supervisor/HR Signature: \_\_\_\_\_

Date: \_\_\_\_\_

## AGENDA ITEM REQUEST



**Date:**

**Meeting date desired:**

**Subject:**

**Background and policy implications:**

**Budget/fiscal impacts:**

**Requested by:**

**Presenters:**

**Legal review (only if requested):**

**Elected official sponsor (if applicable):**

/



## **Communicable Disease Specialist (Immunization Coordinator) JOB DESCRIPTION**

**Department:** Health Department  
**Reports To:** Clinic Supervisor  
**Classification:** Non-Exempt  
**Salary Grade:** 118

### **Summary**

This position will work collaboratively on a variety of public health initiatives in support of the department-wide mission to *...provide fair opportunity to those in our community to achieve their full health potential*. The Communicable Disease Specialist will serve as the County Immunization Coordinator, perform communicable disease investigations, and support regular clinic operations.

### **Essential Job Functions**

Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

#### ***Immunization Coordinator***

- Understand terms and concepts associated with childhood and adult immunization and the diseases they prevent
- Describe and apply current Oregon Health Division Immunization Schedule for specific ages
- Describe and demonstrate proper vaccine storage and handling
- Coordinate, manage, and maintain correct inventory of vaccines in ALERT, Oregon's statewide immunization registry
- Correctly order and maintain immunizations for clinic use and for state-supported vaccine clinics
- Interpret Oregon School Law accurately and implement standards for sites required to report in Oregon (i.e. annual school exclusion)
- Communicate effectively and accurately with media outlets in accordance with department policy
- Understand terms and concepts related to Incident Command Systems (ICS) and Emergency Operations Center (EOC) functions
- Competent in administrative tasks using various computer programs, teleconferencing, webinars, and use of general office equipment



## **Communicable Disease Specialist (Immunization Coordinator) JOB DESCRIPTION**

- Support/inform, and conduct interviews with parents/clients for possible precautions and contraindications specific for each vaccine and possible reactions
- Provide updated training and education for clinic staff regarding vaccination protocols and best practices

### Documentation

- Complete all forms, consents, records, and other documentation as required by Crook County and Oregon Health Division in a timely manner
- Competently document patient information in electronic medical record software
- Understand terms and concepts involved in determining payer source for vaccine with local, state, and federal programs or private insurance

### Vaccine Administration

- Understand CCHD policies and procedures for administering vaccinations
- Administer vaccine in a safe manner using universal precautions and sharps safely under direction and supervision of Nurse Practitioner
- Demonstrate safe child comfort restraint and immunization technique per CCHD policy
- Describe procedures accurately for immunization-related emergencies

### Program Development

- Create and implement clinic policies and procedures
- Collaborate and develop community partnerships
- Promote educational outreach efforts to increase immunization rates in Crook County
- Participate in data collection for local, state, and federal programs
- Maintain regional partnerships and coalition participation
- Pursue grant writing opportunities for program promotion and implementation
- Coordinate mass immunizing clinic events including logistics, organizing mass transportation, security, parking, traffic flow, emergency staff, and accommodations for public
- Attend continuing education regarding changes in vaccine epidemiology
- Participate in IQIP Immunization project and metrics

### ***Communicable Disease Investigation***

- Investigate reportable disease reports per state guidelines
- Maintain timeliness of reporting for communicable disease at 100%
- Utilize the Orpheus database for disease reporting to the state
- Utilize the OPERA database for COVID-19
- Work in coordination with the Health Protection and Response Service Group



## **Communicable Disease Specialist (Immunization Coordinator) JOB DESCRIPTION**

- Describe and apply current Oregon Health Division policies and procedures for CD services
- Properly identify and prioritize populations during CD events or public health emergencies
- Support Syringe Services Program
- Support coordination of Strategic National Stockpile medications or vaccinations with local, state and federal agencies
- Collaborate with CD Coordinator and Oregon Health Division for reporting data findings and after-action reporting
- Ensure proper specimen handling, processing, testing, charting and disposal
- Ensure proper use of lab equipment, calibrating and documenting controls, using testing mediums and processes

### ***Medical Assisting***

- Assist in the clinical area performing MA functions as needed during clinics as assigned. This may include COVID-19 immunizations
- Chaperone patient visits as needed
- Demonstrate proper specimen handling, processing, testing, charting, and disposal of
- Demonstrate proper use of lab equipment, testing mediums, and processes
- Demonstrate proper techniques and documentation for all procedures
- Maintain regular and predictable work attendance
- Assist with emergency response as needed
- Coverage may include late evening and weekend hours

### **Medication**

- Describe and demonstrate proper dispensing of pharmaceuticals as ordered by Nurse Practitioner
- Describe procedures accurately for clinic-related emergencies

### **Competencies**

1. Technical Capacity: Equipment use – personal computer and related software, phone, printer/copier/facsimile
2. Knowledge of prenatal care and child development
3. Ability to exercise independent judgment and plan, organize and administer safe and effective public health clinical care; work effectively with individuals and families to assist them in the satisfactory solution of health programs; recognize and respect the impact of cultural, ethnic, and linguistic difference on health care practices; act as a liaison with other agencies to coordinate care of clients; maintain effective working



## **Communicable Disease Specialist (Immunization Coordinator) JOB DESCRIPTION**

- relationships; maintain complete and accurate records and reports; evaluate situations accurately and adopt an effective course of action
4. Ability and skill in working with the public, including excellent customer service and de-escalation
  5. Teamwork and collaboration: ability to work in a team setting and promote a positive work environment that aligns with the department vision, mission, and guiding principles
  6. Time Management: Prioritize multiple projects and deadlines in a fast-paced environment
  7. Ethical Conduct: Maintain confidentiality, abide by county/state and federal laws with knowledge of Public Health and county rules
  8. Knowledge of Oregon Revised Statutes and Oregon Administrative Rules
  9. Knowledge of Public Health law, policies, practices, and procedures
  10. Knowledge of the National Incident Management System (NIMC) and the Incident Command System (ICS)

### **Performance Indicators**

1. Complete quarterly chart reviews for quality assurance
2. Maintain fiscal stewardship for clinic ordering and stocking process
3. Complete disease investigations within required timeframes
4. Timely response to organization-wide initiatives and requirements (i.e. policy compliance, workforce surveys, training documentation)
5. Timely submission of reporting requirements for each assigned program area, including Operational Plan outcomes recorded in VMSG database
6. Timely compliance with State and Federal reporting guidelines
7. Utilization of Basecamp project management software to support department-wide initiatives, including website and social media communications

### **Supervisory Responsibility**

This position has no supervisory responsibility.

### **Work Environment**

This role will include a combination of sedentary desk and clinical work; some filing, lifting, and carrying may be required. This role routinely uses standard office equipment such as computers, phones, photocopiers, filing cabinets, fax machines, and presentation equipment.



## **Communicable Disease Specialist (Immunization Coordinator) JOB DESCRIPTION**

Clinics, events, and outreach will be off-site at times and may require working in a variety of indoor and outdoor settings.

### **Physical Demands**

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.

While performing the duties of this job, the employee is regularly required to talk or hear. The employee is frequently required to sit; stand; walk; lift; use hands to finger, handle, or feel; and reach with hands and arms. Ability to lift up to 20 pounds, twist, and bend.

### **Position Type and Expected Hours of Work**

This is a full-time position. Typical days and hours of work are Monday through Friday, 8:00a.m. to 5:00p.m. Some weekends and evenings will be required for travel, events, and/or training. Days and hours may vary in a public health emergency.

### **Travel**

Local and regional travel for presentations, events and training can be expected. State or national travel may be an option for training and/or presentation purposes.

### **Required Education and Experience**

- Medical Assistant (MA) certification  
OR
- Any equivalent combination of training, education, and experience that provides the required skills and knowledge to perform the job.

### **Preferred Education and Experience**

- Current MA
- At least one year experience in a clinical setting
- Bilingual
- Proficient in Microsoft software
- Experience with EPIC electronic health record software

### **Additional Eligibility Requirements**

- Able to complete a thorough employment and/or criminal history check



## **Communicable Disease Specialist (Immunization Coordinator) JOB DESCRIPTION**

- Able to successfully pass a pre-employment drug test
- Final candidates will be required to provide official proof of college degree and certified transcripts (not required for all positions)

### **Safety Sensitive Requirements**

- This position is considered to be a safety sensitive position subject to drug screen(s) and adherence to all vaccine/immunity requirements for the healthcare setting

### **AAP/EEO Statement**

- This position is 'at-will', and either Crook County or the employee may terminate the relationship at any time with or without cause
- Crook County is an equal opportunity employer

### **Signatures**

The employee signature below constitutes employee's understanding of the requirements, essential functions and duties of the position.

Employee Print Name: \_\_\_\_\_

Date: \_\_\_\_\_

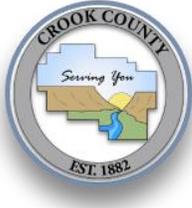
Employee Signature: \_\_\_\_\_

Date: \_\_\_\_\_

Supervisor/HR Signature: \_\_\_\_\_

Date: \_\_\_\_\_

## AGENDA ITEM REQUEST



**Date:**

**Meeting date desired:**

**Subject:**

**Background and policy implications:**

**Budget/fiscal impacts:**

**Requested by:**

**Presenters:**

**Legal review (only if requested):**

**Elected official sponsor (if applicable):**

/



## **Administrative Assistant (WIC) Bilingual JOB DESCRIPTION**

**Department:** Health Department  
**Reports To:** Clinic Supervisor  
**Classification:** Non-Exempt  
**Salary Grade:** 113

### **Summary**

As a member of the Family Health Services group and under the general supervision of the Clinic Supervisor, this position provides the following duties in support of the department-wide mission to *...provide fair opportunity for those in our community to achieve their full health potential:*

- front desk reception: answers phones and directs calls, greets clients, makes appointments, notifies clients when scheduled
- clerical support for the Women Infant Children (WIC) program and Crook County Health Department, and
- general front office clerical work.

This position may be responsible for organizing data and generating standardized reports.

### **Essential Job Functions**

Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

#### ***Electronic Health Record data entry***

- Locate Electronic Health Record (EHR) charts and review for needed information
- Update information in computer through EHR and texts
- Send out reminders/calls for reminders
- Have paperwork ready for client clinic visits

#### ***Clinic Reception***

- Interview and create new client in OCHIN during initial visit
- Interview client to complete needed paperwork, including insurance and payment information
- Provide client information regarding their visit
- Have paperwork ready for nurse/clinic staff
- Immediately schedule Emergency Contraceptive Pill appointments for clients

#### ***WIC Reception***



## **Administrative Assistant (WIC) Bilingual JOB DESCRIPTION**

- Complete all required WIC trainings for reception
- WIC Check-in
- WIC transfers as needed
- Additional WIC duties as assigned by supervisor or team lead
- Explain how to use WIC
- Run necessary reports for WIC
- Notify via text, call, mail upcoming appointments

### ***General Reception***

- Answer phones, make appointments, and route calls
- Greet and check-in clients for clinics
- Assist clients with paperwork

### ***Spanish Language Access***

- Support translation of written and printed materials for the department
  - Translate state forms, class and educational handouts
  - Assist clients in completing forms
  - Assist with bilingual bulletin boards and other communications
- Assist with community outreach
  - Assist at immunization clinics providing interpretation services
  - Provide interpretation during education sessions
  - Explain public health services available to the community
  - Complete outreach activities as assigned

### **As a certified Medical Interpreter:**

- Assist visiting nurses during home visits
  - Provide interpretation services during home visits
  - Provide education services during the visits
- Work with nurses and clerks providing interpretation services for Spanish-speaking clients
  - Family Planning, WIC, Immunization, HIV counseling and testing, and home visits
  - Track multiple appointments for interpretation in coordination with other services
  - Make sure that clients understand instructions provided by providers

### ***General Office Duties***

- Lock medical records room when closing for the day
- Log on and off all computer systems



## **Administrative Assistant (WIC) Bilingual JOB DESCRIPTION**

- Process incoming and outgoing mail
- Mail reminders or call/text clients
- Maintain fax and copier paper supply
- Balance cash register, lock money in safe
- Keep statistics and complete needed reports to the state
- Order all necessary forms from the state. Make forms in clinic as necessary
- Assist coordinators with any needed outreach
- Filing and typing as needed
- Cross train in all public health programs
- Referral and information resource for general public
- Make appointments as needed

### ***Program Support***

- Learn immunization schedule for forecasting
- Reproductive Health and Immunization Program clerk
- Forecast immunizations on state computer system (ALERT)
- WIC education for clients

### ***Additional Duties***

- Training in ICS100, 200, 700, 800, and additional classes as needed
- Participate in the Public Health Accreditation process, Quality Improvement, and Performance Management
- Staff meeting notes and documentation in shared drive
- Texting service for appointment reminders and other communication as needed
- Vital Records Deputy Registrar

### **Competencies**

1. Customer service
2. Initiative
3. Verbal and written communication proficiency
4. Time management
5. Ethical conduct
6. Knowledge of community resources
7. Ability to maintain confidentiality
8. Ability to work evenings and weekends as necessary in a public health emergency and travel when required



## **Administrative Assistant (WIC) Bilingual JOB DESCRIPTION**

9. Ability to work in a fast-paced environment

### **Performance Indicators**

1. Completion of all training and reporting requirements
2. Timely response to organization-wide initiatives and requirements (i.e. policy compliance, workforce surveys, training documentation)
3. Timely submission of reporting requirements for each assigned program area, including Operational Plan outcomes recorded in VMSG database
4. Utilization of Basecamp project management software to support department-wide initiatives including website and social media communications

### **Supervisory Responsibility**

This position has no supervisory responsibilities.

### **Work Environment**

This is a primarily clinical role, with some sedentary work; however, some filing, lifting and carrying may be required. This role routinely uses standard office equipment such as computers, phones, photocopiers, filing cabinets and fax machines. Environment can be fast-paced, and clinics may be held in a variety of environments indoors, outdoors, on and off site.

### **Physical Demands**

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. While performing the duties of this job, the employee is regularly required to talk and hear. The employee is frequently required to sit; stand; walk; lift; use hands to finger, handle or feel; and reach with hands and arms. Ability to lift up to 20 pounds, twist, and bend.

### **Position Type and Expected Hours of Work**

This is a full-time position. Typical days and hours of work are Monday through Friday, 8:00am to 5:00pm

### **Travel**

Local and regional travel for presentation, events, and training may be expected.

### **Required Education and Experience**



## **Administrative Assistant (WIC) Bilingual JOB DESCRIPTION**

- High School Diploma or GED
- Minimum 2 years' experience in general office practice including computer data entry and customer service
- Bilingual English/Spanish
- Ability to become certified as a Health Care Interpreter within 1 year of hire  
OR
- Any equivalent combination of training, education, and experience that provides the required skills and knowledge to perform the job

### **Preferred Education and Experience**

- Current Certified Health Care Interpreter
- Applied knowledge of EPIC (Electronic Health Record) computer system
- Experience in medical reception or billing
- Experience working with WIC
- Experience working in public health, health, or social services
- 3+ years' experience in general office practice, including computer data entry and customer service

### **Additional Eligibility Requirements**

- Must hold a valid Oregon driver's license
- Able to complete a thorough employment and/or criminal history check
- Able to successfully pass a pre-employment drug test
- Final candidates will be required to provide official proof of college degree and certified transcripts (not required for all positions)

### **Safety Sensitive Requirements**

- This position is considered to be a safety sensitive position subject to drug screen(s) and adherence to all vaccine/immunity requirements for the healthcare setting.

### **AAP/EEO Statement**

- This position is 'at-will', and either Crook County or the employee may terminate the relationship at any time with or without cause
- Crook County is an equal opportunity employer

### **Signatures**



## **Administrative Assistant (WIC) Bilingual JOB DESCRIPTION**

The employee signature below constitutes employee's understanding of the requirements, essential functions and duties of the position.

Employee Print Name: \_\_\_\_\_

Date: \_\_\_\_\_

Employee Signature: \_\_\_\_\_

Date: \_\_\_\_\_

Supervisor/HR Signature: \_\_\_\_\_

Date: \_\_\_\_\_

## AGENDA ITEM REQUEST



**Date:**

January 10, 2023

**Meeting date desired:**

January 18, 2023

**Subject:**

Approval of order for road renaming within Phase 14 of Brasada Ranch. Changing the road name of SW Goldfield Court to SW Treehouse Court.

**Background and policy implications:**

None

**Budget/fiscal impacts:**

None

**Requested by:**

Provide contact information: Brent Bybee, Planning Manager,  
[brent.bybee@co.crook.or.us](mailto:brent.bybee@co.crook.or.us), 541-447-3211

**Presenters:**

Brent Bybee, Planning Manager

**Legal review (only if requested):**

None

**Elected official sponsor (if applicable):**

None

IN THE COUNTY COURT OF THE STATE OF OREGON  
FOR THE COUNTY OF CROOK

IN THE MATTER OF RENAMING A PRIVATE  
ROAD LOCATED IN CROOK COUNTY

ORDER NO. 2023-\_\_\_\_\_

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

WHEREAS, a Road Renaming Application was filed in accordance with CCC 12.12.230.  
See Exhibit A; and

WHEREAS, in compliance with CCC 12.12.200, Crook County finds that there is a need  
to rename the private road from “SW Goldfield Court” to “SW Treehouse Court” as  
depicted on Exhibit A; and

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

NOW, THEREFORE, the Crook County Court orders the road described in Exhibit A to  
be renamed **SW Treehouse Court**.

DATED this \_\_\_\_\_ day of \_\_\_\_\_, 2023.

CROOK COUNTY COURT

\_\_\_\_\_  
Judge Seth Crawford

\_\_\_\_\_  
Commissioner Jerry Brummer

\_\_\_\_\_  
Commissioner Brian Barney

<u>Vote:</u>	Aye	Nay	Abstain	Excused	
Seth Crawford	___	___	___	___	
Jerry Brummer	___	___	___	___	Wybn
Brian Barney	___	___	___	___	

217-22-602106

REQUEST

This is a request to:  NAME A ROAD Proposed Name: SW Treehouse Court  
 RENAME A ROAD Existing Name: SW Goldfield Court

RECEIVED

OCT 10 2022

Crook County  
Community Development

APPLICANT INFORMATION

If there is more than one applicant making this request, please designate a contact person.

Applicant Name: DOWL (Adam Conway)

Mailing Address: 963 SW Simpson Ave, Ste 200  
Bend, OR 97702

Phone #: 541.385.4772 Email: aconway@dowl.com

ROAD INFORMATION

What is the legal status of the road?  County  Public  Private  Easement

Is this a Condition of Planning Approval?  Yes  No

Is there an approved Road Approach?  Yes  No

What is the reason for this request? \_\_\_\_\_

Road rename request for private roadway for Final Plat "Treehouses at Brasada Ranch"  
16-14-26CB03300

RESIDENT INFORMATION

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

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 signature of the last owner of record according to the County Assessor's office?  Yes  No

If not, why? Zero residents/dwellings, all lots owned by FNF NV Brasada

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

Attachment "B"



**RESIDENT NAMES & SIGNATURES**

***Resident 1.***

Name \_\_\_\_\_

Address \_\_\_\_\_

Signature \_\_\_\_\_

***Resident 2.***

Name \_\_\_\_\_

Address \_\_\_\_\_

Signature \_\_\_\_\_

***Resident 3.***

Name \_\_\_\_\_

Address \_\_\_\_\_

Signature \_\_\_\_\_

***Resident 4.***

Name \_\_\_\_\_

Address \_\_\_\_\_

Signature \_\_\_\_\_

***Resident 5.***

Name \_\_\_\_\_

Address \_\_\_\_\_

Signature \_\_\_\_\_

***Resident 6.***

Name \_\_\_\_\_

Address \_\_\_\_\_

Signature \_\_\_\_\_

***Resident 7.***

Name \_\_\_\_\_

Address \_\_\_\_\_

Signature \_\_\_\_\_

***Resident 8.***

Name \_\_\_\_\_

Address \_\_\_\_\_

Signature \_\_\_\_\_

***Resident 9.***

Name \_\_\_\_\_

Address \_\_\_\_\_

Signature \_\_\_\_\_

***Resident 10.***

Name \_\_\_\_\_

Address \_\_\_\_\_

Signature \_\_\_\_\_

***Resident 11.***

***Resident 12.***



Name \_\_\_\_\_  
Address \_\_\_\_\_  
\_\_\_\_\_  
Signature \_\_\_\_\_

***Resident 13.***

Name \_\_\_\_\_  
Address \_\_\_\_\_  
\_\_\_\_\_  
Signature \_\_\_\_\_

***Resident 15.***

Name \_\_\_\_\_  
Address \_\_\_\_\_  
\_\_\_\_\_  
Signature \_\_\_\_\_

***Resident 17.***

Name \_\_\_\_\_  
Address \_\_\_\_\_  
\_\_\_\_\_  
Signature \_\_\_\_\_

***Resident 19.***

Name \_\_\_\_\_  
Address \_\_\_\_\_  
\_\_\_\_\_  
Signature \_\_\_\_\_

***Resident 21.***

Name \_\_\_\_\_  
Address \_\_\_\_\_  
\_\_\_\_\_  
Signature \_\_\_\_\_

Attachment "C"

Name \_\_\_\_\_  
Address \_\_\_\_\_  
\_\_\_\_\_  
Signature \_\_\_\_\_

***Resident 14.***

Name \_\_\_\_\_  
Address \_\_\_\_\_  
\_\_\_\_\_  
Signature \_\_\_\_\_

***Resident 16.***

Name \_\_\_\_\_  
Address \_\_\_\_\_  
\_\_\_\_\_  
Signature \_\_\_\_\_

***Resident 18.***

Name \_\_\_\_\_  
Address \_\_\_\_\_  
\_\_\_\_\_  
Signature \_\_\_\_\_

***Resident 20.***

Name \_\_\_\_\_  
Address \_\_\_\_\_  
\_\_\_\_\_  
Signature \_\_\_\_\_

***Resident 22.***

Name \_\_\_\_\_  
Address \_\_\_\_\_  
\_\_\_\_\_  
Signature \_\_\_\_\_



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

- a. Location of proposed road
- b. Width of proposed road
- c. Length of proposed road
- d. All adjoining property
- e. All intersecting roads
- f. North Indicator
- g. Tax Map Numbers of properties using proposed road (13digit)

**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 Devices) specifications, from one of the following:**

1. If the sign placement is to be *inside of* the Crook County Right of Way then call (541) 447-4644 – Crook County Road Department.
2. If the sign placement is to be *outside of* the Crook County Right of Way then search for a sign recycling vendor on-line or look under the ‘Signs’ heading in the Yellow Pages.



# CROOK COUNTY BUILDING DEPARTMENT

300 NE 3<sup>RD</sup> STREET • PRINEVILLE, OREGON 97754 • (541) 447-3211 • FAX (541) 416-2139



## PETITION TO NAME OR RENAME A ROAD

### PROCEDURE AND REQUIREMENTS

#### 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 along the 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.
  - b) The name and phone number 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, also it is recommended that the Road Name be one that would be less likely to increase the chances for the sign to be stolen.*)
  - g) The reason for the request.

**Note:** Any existing addresses may be subject to change in order to comply with Crook County Code 12.12.550

**This petition must also be accompanied by the applicable fee. This fee is non-refundable, non-transferable, and applies to the road name requested in this petition/application only. 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

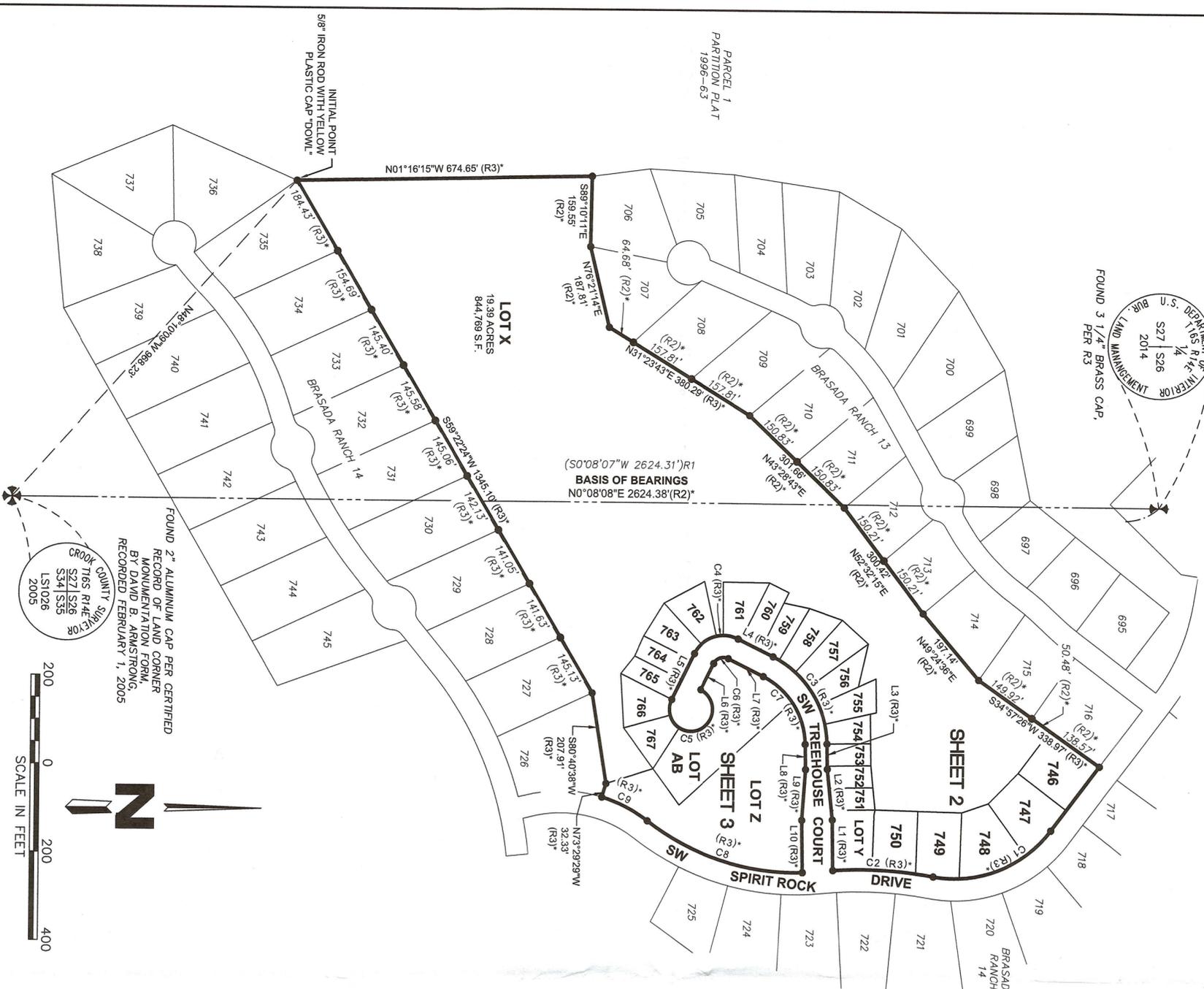
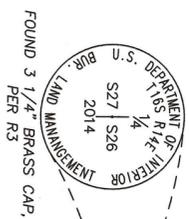
Once your application is deemed complete, the Addressing Staff will begin processing your application. A hearing date will be set with the County Court and notice of the request will be sent to all residents abutting the road to determine the general consensus concerning the proposed road name. All affected 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.  
Attachment "A"



# TREEHOUSES AT BRASADA RANCH

A REPLAT OF LOTS 746 THROUGH 767, LOT X, LOT Y, AND LOT Z, BRASADA RANCH 14,  
 LOCATED IN THE SOUTHWEST ONE-QUARTER (SW1/4) OF SECTION 26,  
 TOWNSHIP 16 SOUTH, RANGE 14 EAST,  
 WILLAMETTE MERIDIAN, CROOK COUNTY, OREGON  
 217-20-XXXX-PLNG (C-CU-DES-001-03)  
 SEPTEMBER 2022



## NARRATIVE

THE PURPOSE OF THIS SURVEY IS TO REPLAT A PORTION OF THE LANDS OWNED BY FNF NV BRASADA, LLC, IN ACCORDANCE WITH THE OREGON REVISED STATUTES (O.R.S. CHAPTER 92), AND WITH THE APPROVAL AS GRANTED PER CROOK COUNTY PER APPLICATION C-CU-DES-001-03.

THE BASIS OF BEARINGS IS NORTH 00°08'00" EAST BETWEEN THE SOUTHWEST CORNER OF SECTION 26 AND THE WEST ONE-QUARTER CORNER OF SECTION 26, TOWNSHIP 16 SOUTH, RANGE 14 EAST, WILLAMETTE MERIDIAN, AS SHOWN ON THE PLAT "BRASADA RANCH 13" RECORDED JUNE 24, 2019 AS INSTRUMENT NO. MF 2019-293872 OFFICIAL RECORDS OF CROOK COUNTY, OREGON

THE NORTHWESTERLY BOUNDARY OF THIS PLAT WAS PLACED BY HOLDING FOUND MONUMENTS AND RECORD COURSES AS SHOWN ON THE PLAT OF BRASADA RANCH 13 (REFERENCE 2).

THE WESTERLY, SOUTHERLY, AND EASTERLY BOUNDARY OF THIS PLAT AND THE RIGHT OF WAY OF SW TREEHOUSE COURT WAS PLACED BY HOLDING FOUND MONUMENTS AND RECORD COURSES AS SHOWN ON THE PLAT OF BRASADA RANCH 14 (REFERENCE 3).

THE REMAINING BOUNDARY LINES WERE PLACED AT THE DIRECTION OF THE OWNER AND WITHIN THE FNF NV BRASADA, LLC PROPERTY.

### CURVE TABLE

CURVE #	RADIUS	ARC LENGTH	CENTRAL ANGLE	CHORD
C1 (R3)*	275.00'	303.13'	63°09'26"	N2°35'19"W 288.02'
C2 (R3)*	945.00'	230.70'	13°59'15"	N2°59'46"E 230.13'
C3 (R3)*	225.00'	245.59'	62°32'23"	N57°29'41"E 233.58'
C4 (R3)*	75.00'	117.81'	90°00'00"	N18°46'30"W 106.07'
C5 (R3)*	50.00'	235.62'	270°00'00"	S18°46'30"E 70.71'
C6 (R3)*	25.00'	39.27'	90°00'00"	S18°46'30"E 35.36'
C7 (R3)*	175.00'	191.02'	62°32'23"	S57°29'41"W 181.67'
C8 (R3)*	555.00'	382.40'	39°28'37"	N17°38'16"E 374.88'
C9 (R3)*	325.00'	118.37'	20°52'02"	S26°56'34"W 117.71'

### LINE TABLE

LINE #	BEARING AND DISTANCE
L1 (R3)*	S88°45'52"W 114.38'
L2 (R3)*	N83°47'48"E 115.48'
L3 (R3)*	N88°45'52"E 57.09'
L4 (R3)*	N26°13'30"E 89.50'
L5 (R3)*	N63°46'30"W 116.38'
L6 (R3)*	S63°46'30"E 66.38'
L7 (R3)*	S26°13'30"W 89.50'
L8 (R3)*	S88°45'52"W 57.09'
L9 (R3)*	N88°16'03"W 115.48'
L10 (R3)*	S88°45'52"W 118.34'

### SHEET INDEX

- SHEET 1 - BOUNDARY, LOT X, REFERENCES, NARRATIVE, LEGEND, AREA SUMMARY, AND SHEET LAYOUT
- SHEET 2 - LOTS 746-760, LOT X, LOT Y, SW TREEHOUSE COURT, CURVE TABLE
- SHEET 3 - LOTS 762-767, LOT AB, LOT X, LOT Z, SW TREEHOUSE COURT, SEWER AND WATER EASEMENT DETAIL, CURVE TABLE
- SHEET 4 - NOTES
- SHEET 5 - DECLARATION, TAX CERTIFICATIONS, APPROVALS, RECORDATION AND SURVEYORS CERTIFICATE

### REFERENCES

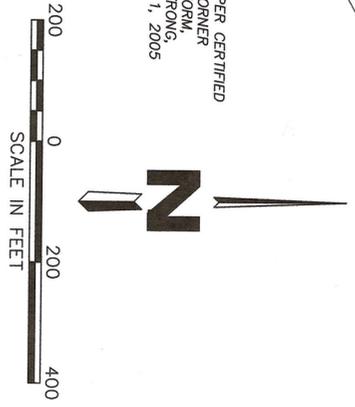
- (R1) BOUNDARY SURVEY BY DAVID B. ARMSTRONG, L.S. 1028 RECORDED FEBRUARY 1, 2005 AS CROOK COUNTY SURVEY NO. 2423
- (R2) BRASADA RANCH 13, BY BRIAN C. COURSEN, L.S. 86998, RECORDED JUNE 24, 2019 AS INSTRUMENT NO. MF 2019-293872, OFFICIAL RECORDS OF CROOK COUNTY, OREGON.
- (R3) BRASADA RANCH 14, BY BRIAN C. COURSEN, L.S. 86998, RECORDED JUNE 19, 2021 AS INSTRUMENT NO. MF 2021-310593, OFFICIAL RECORD OF CROOK COUNTY, OREGON.

### LEGEND

- FOUND SECTION CORNER MONUMENT (AS NOTED)
- FOUND QUARTER SECTION MONUMENT (AS NOTED)
- FOUND 5/8" IRON ROD WITH YELLOW PLASTIC CAP MARKED "DOWL" PER REFERENCED SURVEY
- SET 5/8" IRON ROD WITH YELLOW PLASTIC CAP MARKED "DOWL"
- REMOVED EXISTING PIN SET IN (R3), AS APPROVED BY CROOK COUNTY SURVEYOR, PIN IS BEING REMOVED AS TO NOT BE MISTAKEN AS THE RECONFIGURED REAR PROPERTY LINE.
- RECORD DATA SAME AS MEASURED PER REFERENCE NOTED/SEE SHEET 1)
- PUE PUBLIC UTILITY EASEMENT
- S.F. SQUARE FEET

### AREA SUMMARY

LOTS 746 THRU 767	4.68 ACRES = 203,792 S.F.
LOT AB	1.01 ACRES = 44,135
LOT X	19.39 ACRES = 844,769 S.F.
LOT Y	0.29 ACRES = 12,663 S.F.
LOT Z	2.03 ACRES = 88,388 S.F.
TOTAL PLATTED AREA	27.40 ACRES = 1,193,747 S.F.



REGISTERED PROFESSIONAL LAND SURVEYOR

OREGON  
 DECEMBER 11, 2012  
 BRIAN C. COURSEN  
 86998

# DOWL

SHEET 1 OF 5

963 SW Simpson Avenue, #200  
 Bend, Oregon 97702  
 541-385-4772



## Agenda Item Request

**Date:**

*January 10, 2023*

**Meeting date desired:**

*January 18, 2023 Discussion Item*

**Subject:**

*Budget calendar and process. Request approval of the budget calendar.*

**Background and policy implications:**

*We presented and discussed the budget calendar and process with the Court at your January 10, 2023 work session. Significant changes from the previous years include the mid-year meeting with the Budget Committee and expanded goal setting. We will discuss the goal setting session with department heads at a department head meeting January 11, 2023.*

*The framework for goal setting is: a one and one-half day session, with three to four separate groups meeting for two-three hours each, with Court members at all sessions, followed by a four-hour session the following day with all participants to receive information from each of the groups followed by a collaboration to finalize the goals. Key elements from the strategic plan prepared and adopted in 2016 will be brought forward as agreed to.*

**Budget/fiscal impacts:**

*None*

**Requested by:**

*Andy Parks, 541.419.9779*

[aparks@qeloregon.com](mailto:aparks@qeloregon.com)

**Presenters:**

*Andy Parks*

**Legal review (only if requested):**

*NA*

**Attachments:**

Budget calendar – draft

Strategic Plan – 2016-2018

<b>Description</b>	<b>Parties</b>	<b>Dates</b>
Appoint budget committee members, as needed	County Judge	as needed
Review Fiscal Policies	Budget Officer, Finance Director, Budget Analyst	10-Jan
Department mid-year presentations at County Court worksessions - 5-10 minutes each	County Court, Dept Heads, Budget Officer	Jan 17, 24, 31
Budget kick-off meeting, approve Budget Calendar	County Court, Invited staff, Budget Officer	18-Jan
Distribute 12/31/2022 Financial Report	Finance Director	31-Jan
Budget Committee work session - review mid-year financials, fiscal policies, forecasts and significant budget issues, establish assumptions	Budget Committee, Budget Officer, Finance Director, Budget Analyst	7-Feb
Governing Body Goal Setting - Review and Update Strategic Plan	County Court, Budget Officer, Finance Director, Budget Analyst, invited staff, facilitator	Feb 9-10
Approve changes to Fiscal Policies	County Court	15-Feb
Management team budget training, preliminary revenue forecasts, review goal setting issues and budget priorities and distribute budget preparation instructions	Budget Officer, Dept Heads, Budget Analyst and senior staff	16-Feb
Distribute next fiscal year compensation detail - baseline	Budget Analyst	16-Feb
Desired positions, position changes provided to Budget Officer	Dept Heads	23-Feb
Complete 5-year template information request form including Capital Improvement Plan (CIP)	Dept Heads	1-Mar
Update salary schedule and total compensation costs, distribute to department heads for review and approval - workforce plan	Finance and Dept Heads	1-Mar
Department requested budgets submitted, including budget narrative, benchmarking measure information	Dept Heads	7-Mar
Aggregate budgets	Finance	10-Mar
Department meetings to review requested budgets, identify issues and alternatives to address	Dept Heads, finance director, budget officer, budget analyst	Weeks of Mar 13 and Mar 20
Complete Internal Service Fund budgets	Internal Service dept heads, Budget Officer	15-Mar
Prepare 5-year financial forecasts - all major funds	Budget Analyst	week of Apr 3
Update year-end revenue and expenditure estimates	Dept Heads and budget analyst	15-Apr
Budget Officer review of year-end revenue and expenditure estimates - resolve items with management team	Budget Officer, Dept Heads, liaisons	week of Apr 17
Aggregate budget document	Budget Analyst	week of Apr 17
Provide "Notice of Budget Committee Meeting" (ORS 294.426) to Central Oregonian Newspaper	Budget Analyst	20-Apr
Publish "Notice of Budget Committee Meeting" (ORS 294.426) in publication (5 - 30 days before) and on website (10+ days before)	Budget Analyst	25-Apr
Distribute draft document to management team for review and edits	Budget Analyst	1-May
Management team provides edits and comments to finance	Dept Heads	3-May
Resolve any discrepancies	Budget Analyst and Dept Heads	5-May
Proposed budget document complete	Budget Analyst	9-May
First Budget Committee meeting, read budget message	Budget Committee, Finance Director, Budget Analyst, Budget Officer	10-May
Election, if applicable	County Clerk	16-May
Additional Budget Committee meetings (ORS 294.428) Budget Committee approves budget (ORS 294.428)	Budget Committee, Budget Officer, Dept Heads, Budget Analyst	5/16, 5/17
Update budget for Budget Committee changes	Budget Analyst	19-May
Provide "Hearing Notice and Financial Summary" (ORS 294.438) to newspaper	Budget Analyst	25-May
Publish "Hearing Notice and Financial Summary" (ORS 294.438)	Budget Analyst	30-May
Public Hearing, adopt budget, make appropriations, levy taxes (ORS 294.456)	County Court	7-Jun
Adopted Budget goes into effect	County-wide	1-Jul
Adopted Budget, LB-50 submitted to County Assessor and Department of Revenue (ORS 294.558)	Budget Analyst	15-Jul
GFOA Budget Award Application Submitted	Budget Analyst	30-Sep



2016-006

I, Cheryl Seely, County Clerk for Crook County, Oregon, certify that the instrument identified herein was recorded in the Clerk records.

Cheryl Seely - County Clerk



# Crook County, Oregon Strategic Plan 2016-2018



## INTRODUCTION



From Your Crook County Court:

It is exciting time for the citizens of Crook County filled with promise for the future. The Crook County Strategic Plan represents our Vision, Mission, Values, Principles, and priorities for the upcoming years. A good strategic plan takes into account existing challenges, commitments, and anticipates the future. The plan then provides clear direction, establishes priorities, and focuses on specific goals. In the fall of 2015, Crook County undertook the creation of this Strategic Plan. Feedback gathered from citizens, businesses, and employees helped to formulate the plan (Attachment 1). As Crook County considers the existing environment and opportunities, it is critical to establish priorities that will provide the greatest benefit to citizens.

The plan envisions a desired future for the county complete with:

- A vision statement
- A mission statement
- Values/Guiding principles
- Crook County goals with supported objectives
- Strategies to implement the objectives
- Success indicators to measure progress

This plan provides the framework for the County's work. Realization of the vision, mission, and goals occurs through the achievement of the objectives in the plan. The objectives are achieved through strategies that take place within each county department. Through the county's budget process, departments are allocated funds to carry out the strategies.

Success indicators will tell us what progress we have made in reaching our goals and objectives and will serve to keep us accountable to the county's goals. Annually, Crook County Court plans to provide a "report card" to the citizens and businesses of the county. This "report card" will let us know if we need to make adjustments in our strategies or funding allocations.

To ensure success, Crook County will:

- **COLLABORATE** with other organizations to provide optimal services.
- **SUPPORT** economic development.
- **PLAN** to make the best uses of resources.
- **DEVELOP** innovative approaches to reach our goals.
- **TRACK** performance by measuring outcomes and being accountable.
- **COMMUNICATE** about what we do to make Crook County a great place to live, work, visit, and conduct business.

***Strategic Planning Day – October 9<sup>th</sup>, 2015***



# ENDORSEMENT AND ADOPTION

Adopted this 6<sup>th</sup> day of January 2016 by the Crook County Court

*Mike McCabe*

Mike McCabe, Crook County Judge

*Ken Fahlgren*

Ken Fahlgren, Commissioner

*Seth Crawford*

Seth Crawford, Commissioner

ATTEST:

*Colleen A. Ferguson*

Recording Secretary

*Crook Co Court Sec.  
1-6-2016*



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## OVERVIEW OF CROOK COUNTY

Crook County is distinguished by a rich history, natural beauty, and a geographical location that provides economic development opportunities in a range of businesses and industries. The county's economy is driven by agriculture, construction, forest products, ranching, manufacturing, recreation, and tourism. Geographically, Crook County, with a population of 20,978 is Oregon's most centrally located county. Founded in 1882, the county seat, Prineville, has a population of 10,370. It is the only incorporated population center within Crook County. Powell Butte, Post, and Paulina are the other communities found within the County. The county has a total area of 2,991 square miles. Adjacent counties to Crook County include Deschutes County to the southwest, Jefferson County to the North, Wheeler County to the north, Grant County to the East, and Harney County to the southeast. Crook County has a rich history working with counties in the region.

The County offers resources that enrich the quality of life for all citizens, including acres of public parks, recreation, and public land. The preservation of natural resources, in part, reflects the County's strong commitment to its rural heritage.

Crook County government provides a full complement of services including law enforcement, a county jail, emergency management services, public health services, road services, and many others.

The single most significant resource in our County is our citizenry and together, the County is strongly committed to setting priorities that enhance its resources and improve the health and prosperity of all citizens.



### Valued Characteristics & Features

- Rural lifestyle
- Independent
- Authentic
- Friendly supportive people
- Beautiful vistas and natural resources
- Productive farmland and vibrant agriculture sector
- Commitment to heritage

## CROOK COUNTY VISION

**Crook County**  
**Providing a safe and vibrant community to live, work, thrive, and play.**  
*Be Part of the Experience!*

## CROOK COUNTY MISSION

**Crook County will inspire the trust through excellence and quality in service by embracing creative and innovation methods, being friendly, responsive, and fiscally responsible to enhance the health, safety, and quality of life for its citizens.**

## CROOK COUNTY VALUES

- ✦ Excellence
- ✦ Fiscal Responsibility
- ✦ Trust
- ✦ Creativity and innovation
- ✦ Empowerment of staff

## CROOK COUNTY GUIDING PRINCIPLES

- ✦ Provide responsive, friendly, honest customer service
- ✦ Honestly and integrity – Ethical behavior at all times
- ✦ Focus on Public Safety and Social Services
- ✦ Creating accessibility, responsiveness, and respect
- ✦ Finding solutions without stagnation

## STRENGTHS, OPPORTUNITIES, WEAKNESSES, AND THREATS

The development of this Strategic Plan included an analysis of data on needs and trends in our county. We have used this information to frame our long-range goals and fulfill our mission.

<p><b><u>Strengths</u></b></p> <ol style="list-style-type: none"> <li>1. Employee commitment, employees</li> <li>2. Environment, climate, Parks and Recreation</li> <li>3. School district, hospital, health department</li> <li>4. Streamlined decision making, accessible</li> <li>5. Central Oregon Community College</li> <li>6. Small town living, hometown atmosphere</li> <li>7. Collaboration with other counties</li> <li>8. Flexible, internal responsiveness</li> <li>9. Crook County Library</li> <li>10. Community Appeal (retirees)</li> <li>11. Proximity to Bend and Redmond</li> <li>12. Quality of life</li> <li>13. Recreation/Outdoor recreation</li> <li>14. Enterprise Zone</li> </ol>	<p><b><u>Opportunities</u></b></p> <ol style="list-style-type: none"> <li>1. New technology, innovation</li> <li>2. Creativity</li> <li>3. Partnerships with private and public entities</li> <li>4. Access to public land, recreational opportunities</li> <li>5. Unique community</li> <li>6. Education, open campus opportunities</li> <li>7. Enhance educational opportunities</li> <li>8. Available land</li> <li>9. Public relations, tell our story</li> <li>10. Diversifying our community</li> <li>11. Quality of life</li> <li>12. Small enough of offer flexible solutions</li> <li>13. Update personnel policies – consistent</li> <li>14. Opening of positions</li> <li>15. Enhancing charm/appearance of community</li> <li>16. Taxing district to support public safety</li> </ol>
<p><b><u>Challenges /Weaknesses</u></b></p> <ol style="list-style-type: none"> <li>1. Ethnic diversity</li> <li>2. Economic long term strength</li> <li>3. Comprehensive budget approach</li> <li>4. Communication</li> <li>5. Aging population, workforce</li> <li>6. Lack of priorities (new grants)</li> <li>7. Community appeal for younger population</li> <li>8. Lack of public transportation</li> <li>9. Lack of affordable housing</li> <li>10. Lack of employment opportunities, family wage jobs</li> <li>11. Lack of appropriate jail space</li> <li>12. Perception of county, county system</li> <li>13. Internal inconsistency</li> <li>14. Difficulty engaging younger residents</li> <li>15. Wider economy</li> <li>16. Ability to attract and retain employees</li> <li>17. Infrastructure and technology components</li> <li>18. Improve budget process – short termed</li> <li>19. Lack of community center, pool</li> <li>20. Lack of retail/restaurant/variety</li> <li>21. Under-employment</li> </ol>	<p><b><u>Threats</u></b></p> <ol style="list-style-type: none"> <li>1. Exported jobs</li> <li>2. State and federal funding</li> <li>3. Added legislative requirements</li> <li>4. Increased drugs/crime</li> <li>5. Drought, climate changes</li> <li>6. Forest policy, public land policy, fire</li> <li>7. Air quality, EPA involvement</li> <li>8. Budget woes, Lack of leadership</li> <li>9. Loss of existing industry</li> <li>10. Wider economy and less unemployment</li> <li>11. Substantial dependency on state funding and inconsistency in state directives</li> <li>12. Lack of affordable housing</li> <li>13. Loss of key staff/loss of institutional knowledge</li> <li>14. Increasing demand for public resources</li> <li>15. Loss of high paying, non-college jobs</li> <li>16. Community under appreciation of education (higher education)</li> <li>17. Employee retention and recruitment</li> <li>18. Lack of adequate jail facility</li> <li>19. Stable funding for public safety services</li> <li>20. Diminished Title III funds and lack of industry</li> </ol>

## COMMUNITY SURVEY RESULTS AND THEMES

A community survey was completed in October of 2015 with 472 responses and the following results were used in the development of the goals and strategies for Crook County. Overall, 79% of individuals were satisfied living in Crook County and liked the small town living, people, friendliness, access to public lands, and the climate.

The quality of life in Crook County was described as relaxed, small town community, friendly, and comfortable. At the same time, there were concerns about the quality of life deteriorating as stated by 25.99% of the respondents and 40.70% of the respondents felt that quality of life had declined in the past five years. Overall, 72% of the respondents would still recommend Crook County to their friends and family as a good place to live.

The areas ranked as **very important or important to residents quality of life** included:

- Affordable housing
- Hometown atmosphere
- Quality of schools
- Adequate medical facilities
- Clean and attractive
- Public services (police, fire, library, social services, public health)
- Safe place to live
- Public transportation
- Vibrant downtown area
- Parks and recreational facilities

As for what people **liked least about living** in Crook County, they stated the following concerns:

- Lack of jobs and industry (29.23% stated someone in the household worked outside of Crook County)
- Crime
- Drugs
- Lack of an adequate jail
- Lack of housing
- Lack of an adult recreational facility and pool
- Lack of retail store selection.

The respondents listed the following as the most **critical issues** facing Crook County:

- Unemployment
- Drugs
- Homelessness
- Affordable housing
- Crime
- Poverty

## STRATEGIC PLAN GOALS

<b>GOAL 1</b>	<b>Maintain public trust through efficient, effective, and transparent government with an emphasis on customer service excellence, accountability, and openness of government</b>
<b>GOAL 2</b>	<b>Encourage community collaboration and partnering</b>
<b>GOAL 3</b>	<b>Provide Safe Communities</b> -Support crime prevention and law enforcement -Enhance public health, safety, and the environment
<b>GOAL 4</b>	<b>Demonstrate wise use and stewardship of our natural resources</b>
<b>GOAL 5</b>	<b>Positive work environment with a highly qualified, diverse workforce</b>
<b>GOAL 6</b>	<b>Promote economic vitality</b>
<b>GOAL 7</b>	<b>Foster lifelong learning, recreational opportunities, culture, and appreciation of our history</b>



**GOAL #1: Maintain public trust through efficient, effective, and transparent government with an emphasis on customer service excellence, accountability, and openness of government.**

<b>Objective 1.1 Maintain public trust.</b>	
<b>Strategies</b>	<p>1.1a Conduct town hall meetings and other public meetings as needed to foster an openness of government.</p> <ul style="list-style-type: none"> <li>✦ Schedule six hall meetings per year throughout the county</li> <li>✦ Maintain consistent treatment for all general public</li> <li>✦ Continue to host the Sheriff's Academy through law enforcement</li> </ul>

<b>Objective 1.2 Create an open and transparent government.</b>	
<b>Strategies</b>	<p>1.2a Conduct a yearly customer satisfaction survey with the goal of responding to both individual and aggregated problem areas.</p> <ul style="list-style-type: none"> <li>✦ Yearly customer satisfaction survey to be completed in August</li> <li>✦ Promote greater understanding and acceptance for all people based on the unique background, culture, and diversity of our employees and the people we serve</li> </ul>
	<p>1.2b Explore alternate communication venues in order to promote engagement and citizen awareness.</p> <ul style="list-style-type: none"> <li>✦ Create a formal structure that engages community organizations and Crook County leaders in positive opportunities to promote equity, diversity, and inclusion</li> <li>✦ Evaluate website for use and ongoing improvement</li> </ul>
	<p>1.2c The County will exercise responsible stewardship in the long term budget planning with allocation, maintenance, and use of public resources.</p> <ul style="list-style-type: none"> <li>✦ Allocate reasonable level of the fund balance to support local priorities while seeking the maximum level of grant, state, and federal funding</li> <li>✦ Employ financial modeling methods that anticipate funding needs related to changes in the size and demographics of the Crook County population</li> <li>✦ Advance budget strategies that consider the need for support to advance priorities in the County's Strategic Plan</li> <li>✦ Explore opportunities for public/private partnerships</li> <li>✦ Each department will set yearly and long term goals for the budget process</li> <li>✦ Each department shall develop a strategic plan, and both short term and long term goals</li> <li>✦ Evaluate efficiencies in procurement processes</li> <li>✦ Identify options to stabilize or reduce expenses, and enhance revenues in the general fund, while maintaining a quality workforce</li> </ul>
	<p>1.2d Provide advocacy to advance projects and regulations that advance Crook County in multiple programming areas.</p> <ul style="list-style-type: none"> <li>✦ Work with Congressional delegation to ensure rural funding</li> <li>✦ Work with Oregon Legislative delegation to ensure continued, reliable funding for rural counties</li> </ul>
	<p>1.2e Create environment for open communication, follow through, and forum for listening to concerns.</p> <ul style="list-style-type: none"> <li>✦ Explore development of citizen advisory committee (Sheriff's office and other departments)</li> </ul>

	<p>1.2f Increase the use of social media and general media for open dialogue with community.</p> <ul style="list-style-type: none"> <li>✦ Create a County newsletter</li> <li>✦ Public Announcements with Strategic Plan - goals and strategies</li> <li>✦ Public Facebook page and staff assigned to be updated on a regular basis</li> <li>✦ Department Facebook pages: Public Health, Sheriff's Office</li> <li>✦ Continue contracting with media consultant for county public relations</li> <li>✦ Create and maintain a web-based information gathering tool</li> </ul>
	<p>1.2g Explore restructuring of county departments to improve efficiency.</p> <ul style="list-style-type: none"> <li>✦ Explore combining of some departments</li> <li>✦ Explore employee tracking with electronic time cards</li> <li>✦ Prioritize county services – project management across departments</li> </ul>

<b>Objective 1.3 Promote excellent customer service throughout Crook County.</b>	
<b>Strategies</b>	<p>1.3a Develop expectations of customer service standards, and conduct training for all Crook County employees.</p> <ul style="list-style-type: none"> <li>✦ Develop required online training for employees</li> </ul>
	<p>1.3b Establish inter-department shared goals and promote successful collaborations.</p> <ul style="list-style-type: none"> <li>✦ Develop process during department head meetings to promote collaborations</li> </ul>

<b>Objective 1.4 Promote a volunteer program through Crook County.</b>	
<b>Strategies</b>	<p>1.4a Promote the development of a volunteer training program.</p> <ul style="list-style-type: none"> <li>✦ Emergency Management and Public Health Preparedness will work with the faith community to develop a faith based volunteer program</li> <li>✦ Public Health Preparedness will provide a training program for volunteers</li> </ul>

**Goal #2: Encourage community collaboration and partnering.**

<b>Objective 2.1 Active engagement of outreach regarding county programs and opportunities using multi-media.</b>	
<b>Strategies</b>	2.1a Provide additional community surveying, including how members of the public want to receive communications.
	2.1b Identify how to increase efficiencies of communications, and use a continuous improvement model. <ul style="list-style-type: none"> <li>+ Use public concern on website for feedback to departments</li> </ul>
	2.1c Promote intra-county collaboration among county departments in order to increase understanding of those department activities and find opportunities to collaborate. <ul style="list-style-type: none"> <li>+ Rotating Department Head meetings among each different department</li> </ul>
	2.1d Establish a community group to monitor, evaluate, and offer guidance on effective government collaboration. <ul style="list-style-type: none"> <li>+ Increase public decision-making opportunities</li> <li>+ Explore Citizen’s Advisory Group (Sheriff’s Office)</li> </ul>
	2.1e Development of various department Facebook Pages as appropriate (Sheriff’s)

<b>Objective 2.2 Create opportunities for “user testing” for County IT resources through public relations.</b>	
<b>Strategies</b>	2.2a Match public and industry needs to the data and services we offer. <ul style="list-style-type: none"> <li>+ Enhance the county’s presence online to include additional E-Govt services and expanded communication</li> </ul>

<b>Objective 2.3 Identify county key users and identify their major needs.</b>	
<b>Strategies</b>	2.3a Schedule and advertise several opportunities for collaborative service events with local stakeholders several times per year.
	2.3b Identify key collaborators and non-county stakeholders and actively engage them in service improvements.
	2.3c Provide background resources to other agencies. <ul style="list-style-type: none"> <li>+ Contract services such as grant writing, project management, web hosting, conferencing, meeting rooms</li> </ul>
	2.3d Develop programs to get younger generation involved in the work of the county. <ul style="list-style-type: none"> <li>+ Develop computer applications to get the community as a whole involved</li> <li>+ On-line surveys</li> <li>+ Incentives, internships, mentoring opportunities</li> </ul>

**Goal #3: Provide Safe Communities**

- Support crime prevention and law enforcement
- Enhance public health, safety, and the environment

**Objective 3.1 Increase the ability to incarcerate individuals in Crook County.**

<b>Strategies</b>	3.1a Increase the number of jail beds in Crook County. <ul style="list-style-type: none"> <li>✦ Cost analysis for jail vs. leasing space in Jefferson County</li> </ul>
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**Objective 3.2 Increase the efficient use of resources.**

<b>Strategies</b>	3.2a Increase community police patrols. <ul style="list-style-type: none"> <li>✦ Community block parenting programs</li> <li>✦ Increase educational opportunities for DUII drivers</li> <li>✦ Rural crime prevention</li> </ul>
	3.2b Investigate the alternatives to incarceration (e.g. transitional housing).
	3.2c Use LPSCC as a decision making body. <ul style="list-style-type: none"> <li>✦ Develop alternate sanctions to reduce the number of repeat offenders</li> </ul>
	3.2d Evaluate long term funding. <ul style="list-style-type: none"> <li>✦ Evaluate regional dispatch center vs. local.</li> <li>✦ Assess grant funding options</li> <li>✦ Assess areas of importance for funding through Sheriff's office (Field Technician Deputy, Courthouse security, patrol staffing, CODE)</li> </ul>
	3.2e Increase up-to-date and current training for 1 <sup>st</sup> responders. <ul style="list-style-type: none"> <li>✦ Collect and create information/data to be used by emergency services: aerial photography and other GIS data</li> </ul>

**Objective 3.3 Reduce drug abuse.**

<b>Strategies</b>	3.3a Increases ability to educate the public on the dangers of drug use. <ul style="list-style-type: none"> <li>✦ Increase the number of programs to better inform children of the effects and repercussions of drug use and crime</li> <li>✦ Increase education for DUI drivers</li> <li>✦ Taxi rides for impaired drivers program</li> <li>✦ Through a community-based collaboration, bolster prevention and intervention efforts to reduce substance abuse and drug addiction in the community</li> <li>✦ Explore the use of Naloxone in Crook County</li> </ul>
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**Objective 3.4 Promote health, wellness, and safety**

<b>Strategies</b>	3.4a Maintain and promote continued community collaboration for early childhood and school-based intervention programs.
	3.4b Investigate creating a community wellness committee along with the lines of the county's committee. <ul style="list-style-type: none"> <li>✦ Provide programs and resources to improve the health of Crook County employees and create a work environment that supports healthy choices</li> </ul>

	<p>3.4c Continue, improve, and promote the community’s behavioral health program.</p> <ul style="list-style-type: none"> <li>✚ Increase the volume of behavioral and mental health treatment resources and programs</li> </ul>
	<p>3.4d Investigate the infrastructure deficiencies that pose difficulties in health living and trying to reduce and eliminate these deficiencies.</p>
	<p>3.4e Educate the public on public health issues.</p> <ul style="list-style-type: none"> <li>✚ Use story maps to educate public on environmental and health issues</li> <li>✚ Address environmental issues that have an adverse effect on citizen’s quality of life</li> <li>✚ Provide mapping application to be used in office and field (SO and Public Health)</li> </ul>
	<p>3.4f Support the county wellness committee and provide opportunities for county employees.</p> <ul style="list-style-type: none"> <li>✚ Provide First Aid and CPR classes for county employees</li> </ul>
	<p>3.4g Support the Crook County Health Department in collaboration with community partners in addressing health indicators that exceed State averages to improve Crook County health outcomes.</p> <ul style="list-style-type: none"> <li>✚ Align Crook County Health Department Strategic Plan to the Regional Health Improvement Plan</li> <li>✚ Support local and state efforts to improve health through evidence based programs</li> <li>✚ Support programs to protect vulnerable children and adults and augment prevention efforts</li> <li>✚ Support communicable disease control effects as required by state law</li> <li>✚ Support programs to protect vulnerable children and adults and augment prevention efforts related to family violence and homelessness</li> </ul>
	<p>3.4h Enhance multimodal travel and public safety.</p> <ul style="list-style-type: none"> <li>✚ Complete updated transportation plans as required</li> <li>✚ Identify and prioritize implementation steps to improve county road system</li> </ul>

**Goal #4 Demonstrate wise use and stewardship of our natural resources**

<b>Objective 1.1 Manage resources widely and protect to a natural state.</b>	
Strategies	4.1a Create a system for lobbying state and federal government regarding natural resources. <ul style="list-style-type: none"> <li>+ Develop a plan to implement these efforts</li> </ul>
	4.1b Develop partnerships with diverse agencies. <ul style="list-style-type: none"> <li>+ Continue to partner with local businesses to promote Crook County tourism</li> <li>+ Support efforts to address invasive species that impact agriculture</li> <li>+ Support maintaining the county's rural character and natural resources</li> </ul>
	4.1c Work in collaboration with other public agencies to share planning and management responsibilities, especially with an eye towards creating an economy of scale and shared resources. <ul style="list-style-type: none"> <li>+ Implement best management practices to maintain health air quality, water quality, waste management, land use and parks</li> <li>+ Provide mapping data through GIS as needed to assist</li> <li>+ Provide county web and other services that allow the public to access and interact with mapping information</li> <li>+ Promote recycling in the county</li> <li>+ Consultation on noxious weed programs</li> <li>+ Address environmental issues that have an adverse effect on citizen's quality of life</li> </ul>
<b>Objective 4.2 Create better sustainable forest management.</b>	
Strategies	4.2a Coordinate with agencies to create improved sustainable forest management.
<b>Objective 4.3 Limit and reduce regulation of natural resources.</b>	
Strategies	4.3a Support property owners in their individual engagements with public land agencies.
<b>Objective 4.4 Maintain and promote wildfire fuel reduction techniques.</b>	
Strategies	4.4a Develop alternate fuel sources.
	4.4b Provide Juniper educational government subsidies. <ul style="list-style-type: none"> <li>+ Provide education programs to promote fire prevention</li> </ul>

**Goal #5: Positive work environment with a highly qualified, diverse workforce**

<b>Objective 5.1 Improve recruitment and retention.</b>	
<b>Strategies</b>	<p>5.1a Improve county pay, benefits, flexibility to improve recruitment and retention.</p> <ul style="list-style-type: none"> <li>+ Fair and consistent treatment for all employees</li> <li>+ Implement a fair and comprehensive salary compensation package based on comparable studies</li> <li>+ Explore alternative benefits for employees: flex time, work from home, health clinic on-site, exercise time, combine vacation and sick leave</li> <li>+ Give incentives/early retirement of staff</li> <li>+ Explore merit program</li> </ul>
	<p>5.1b Continue employee development and educational opportunities (professional certifications), and reward those who utilize these opportunities.</p> <ul style="list-style-type: none"> <li>+ Assess all job functions and tie defined roles and goals based on strategic plan</li> <li>+ Increase educational programs for employees</li> <li>+ Mandate all employees to have training/job development as part of their job descriptions and function/tie to performance reviews/incentives</li> <li>+ Ensure FEMA ICS training for relevant staff throughout the organization, and encourage participation in exercises</li> <li>+ Prioritize training needs towards goals and vision</li> </ul>
	<p>5.1 c Broaden recruitment efforts to increase diversity, including but not limited to diversity of education and experience.</p> <ul style="list-style-type: none"> <li>+ Development of recruitment video (sheriff's office)</li> </ul>
	<p>5.1d Encourage recruitment with an eye toward long term mentorship and career development.</p> <ul style="list-style-type: none"> <li>+ Develop a strong succession planning program through leadership and mentoring</li> </ul>
<b>Objective 5.2 Use long-term budget planning to plan for certain compensation levels to stay stable.</b>	
<b>Strategies</b>	<p>5.2a Promote a merit increase program to promote employee buy-in, initiative, and retention.</p>
<b>Objective 5.3 Improve and constantly re-examine job descriptions to consistently apply standards.</b>	
<b>Strategies</b>	<p>5.3a Re-examine the performance review processes to promote workplace and employee improvement.</p>
	<p>5.3b Assess all job functions in the county and tie them together with defined roles and goals.</p> <ul style="list-style-type: none"> <li>+ Identify employees cross-training or job-blending opportunities to position the organization for greater flexibility in the future</li> </ul>

<b>Objective 5.4 Increase department collaboration to improve effectiveness.</b>	
<b>Strategies</b>	5.4a Increase coordination among departments to improve collaboration and programming. + Provide opportunities for work session with departments to develop strategies to integrate programming

## Goal #6: Promote economic vitality

### Objective 6.1 Create and implement a comprehensive economic development plan.

Strategies	6.1a Identify inefficiencies in permitting processes. <ul style="list-style-type: none"> <li>✦ Assess current system in place</li> <li>✦ Analyze fee structure to ensure appropriate fees for service</li> <li>✦ Quality customer services times</li> <li>✦ Conduct department self-audits regarding all policies and procedures</li> </ul>
	6.1b Continue to use state business development programs – enterprise zone (annual evaluation). <ul style="list-style-type: none"> <li>✦ Increase recruitment of businesses to Crook County</li> </ul>

### Objective 6.2 Support job development

Strategies	6.2a County investment with EDCO’s regional/community manager (annual job growth report). <ul style="list-style-type: none"> <li>✦ Increase collaboration with regional counties – develop partnerships</li> <li>✦ Continue to explore specific ideas for partnering and cost savings to include data collection, analysis, and planning needs</li> </ul>
	6.2b Consider adding personnel for a small business research assistant to provide resources to local entrepreneur. <ul style="list-style-type: none"> <li>✦ Provide assistance in starting and developing new businesses</li> <li>✦ Provide more platforms for small business owners</li> </ul>
	6.2c Support increased training/education for workforce.
	6.2d Support increase manufacturing jobs.

### Objective 6.3 Increase County efforts to create a flexible and streamlined environment for business development that eliminates barriers to business recruitment and retention.

Strategies	6.3a Streamline system for citizens for business development.
	6.3b Seek State and Federal support for infrastructure enhancements to create a more business-friendly community.

### Objective 6.4 Partner with businesses and organizations.

Strategies	6.4a Work regionally with other cities and counties. <ul style="list-style-type: none"> <li>✦ Provide GIS and mapping resources (other data sets) to EDCO and Chamber of Commerce (Video poker funds)</li> <li>✦ Engage stakeholders in the county process</li> <li>✦ Provide data sets (as available – Confidentiality, HIPAA taken into account)</li> <li>✦ Promote a positive County image which serves to attract new residents and businesses</li> <li>✦ Market initiatives that create and advance sports tourism, promote the recreation and leisure industry, and preserve the County’s cultural and historic significance</li> <li>✦ Support efforts to expand the agriculture business sector</li> </ul>
	6.4b Juniper education and governmental subsidies.

**Goal #7: Foster lifelong learning, recreational opportunities, culture, and appreciation of our history**

**Objective 7.1 Support activities and projects that encourage participation in the rich history and culture of the area.**

<b>Strategies</b>	<p>7.1a Leverage resources and promote community connectedness through library, historical and extension programs and partnerships.</p> <ul style="list-style-type: none"> <li>✦ Champion initiatives that encourage family engagement in educational activities within and beyond the classroom</li> </ul>
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**Objective 7.2 Support activities and projects that support literacy and lifelong learning in residents of all ages.**

<b>Strategies</b>	<p>7.2a Incorporate elements of the library strategic plan including improving access, expanding partnership base and identifying and enhancing programming.</p> <ul style="list-style-type: none"> <li>✦ Expand fair activities</li> <li>✦ Expand library activities</li> <li>✦ Provide advocacy to enhance the public perception of the value of education</li> <li>✦ Support community efforts to increase degree attainment at the secondary and college levels</li> <li>✦ Encourage partnership between the public schools and public library to increase enthusiasm for educational attainment and enhance educational performance</li> </ul>
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**Objective 7.3 Support and encourage the youth of our community.**

<b>Strategies</b>	<p>7.3a Support increasing the number of children and teens engaged in free or low-cost educational classes and activities during the summer and out of school.</p> <ul style="list-style-type: none"> <li>✦ Encourage strong partnerships among educational institutions and community partners addressing needs such as workforce development, recreation services, and challenges facing county youth</li> </ul>
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**Objective 7.4 Support activities and programs that showcase the farming, ranching skills, and heritage of our community.**

<b>Strategies</b>	<p>7.4a Support activities and projects that encourage participation in the rich history and culture of the area.</p> <ul style="list-style-type: none"> <li>✦ Support fair activities</li> <li>✦ Promote and support lifelong learning opportunities for citizens of all ages, creating a community culture that embraces learning and education throughout life as the foundation for mental health, physical health, and economic vitality</li> </ul>
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**Objective 7.5 Support and promote the diversity, outdoor, and recreational opportunities that abound in our county.**

<b>Strategies</b>	<p>7.5a Promote healthy lifestyles by engaging citizens in health and wellness activities.</p> <ul style="list-style-type: none"> <li>✦ Provide opportunities to engage citizens of all ages in recreational programs</li> <li>✦ Collaborate with local municipalities and local/regional trail organizations to support the development of safe pedestrian bicycle, and recreational pathways</li> </ul>
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## Performance Measures – Report Card Development

<b>GOAL 1</b>	<p><b>Maintain public trust through efficient, effective, and transparent government with an emphasis on customer service excellence, accountability, and openness of government</b></p> <ul style="list-style-type: none"> <li>+ Public participation in town hall meetings</li> <li>+ Facebook participation</li> <li>+ Increase in press releases with information about County Services</li> <li>+ Volume of positive news stories</li> <li>+ Constituent survey</li> <li>+ Department goals</li> <li>+ Fewer complaints lodged with the County</li> <li>+ Increased # of emergency volunteers in emergency preparedness and sheriff's office</li> <li>+ Budget planning process, department goals</li> <li>+ Status of fund balance, balanced budget reports</li> <li>+ Department strategic plans</li> <li>+ Customer service training for staff documented</li> </ul>
<b>GOAL 2</b>	<p><b>Encourage community collaboration and partnering</b></p> <ul style="list-style-type: none"> <li>+ Public Participation</li> <li>+ Facebook Participation</li> <li>+ Consequences for lack of success</li> <li>+ Achieve a high level of citizen satisfaction based on surveys</li> <li>+ Increased contract services with local government</li> <li>+ Increased public participation</li> <li>+ Increased expertise</li> <li>+ Increased diversity in decision making</li> <li>+ Visibility outside of Crook County</li> <li>+ Increased funding opportunities</li> <li>+ Increased youth involvement</li> <li>+ Increased community input</li> </ul>
<b>GOAL 3</b>	<p><b>Provide Safe Communities</b></p> <p><b>-Support crime prevention and law enforcement</b></p> <p><b>-Enhance public health, safety, and the environment</b></p> <ul style="list-style-type: none"> <li>+ Decreased repeat offenders</li> <li>+ Decrease drug offences</li> <li>+ Courthouse safety</li> <li>+ Decrease response times</li> <li>+ Increase in community satisfaction – survey</li> <li>+ Decreased accidents – highways</li> <li>+ Improved health outcomes</li> <li>+ Reports on safety and health outcomes</li> <li>+ Report – Road Department improvements</li> <li>+ Child abuse rates</li> <li>+ Homeless count</li> </ul>

	<ul style="list-style-type: none"> <li>+ Reports from COHC/WEBCO – Quality metrics</li> </ul>
<b>GOAL 4</b>	<p><b>Demonstrate wise use and stewardship of our natural resources</b></p> <ul style="list-style-type: none"> <li>+ Crook County water quality data</li> <li>+ Crook County air quality data</li> <li>+ Cleaner environment</li> <li>+ Decrease in noxious weeds</li> <li>+ Decreased number of wildfires</li> <li>+ County reports - Planning</li> </ul>
<b>GOAL 5</b>	<p><b>Positive work environment with a highly qualified, diverse workforce</b></p> <ul style="list-style-type: none"> <li>+ Track budget and monitor year end</li> <li>+ Improved efficiencies – examples</li> <li>+ Increased measure of employee involvement</li> <li>+ Improved staff morale</li> <li>+ Qualified applicants</li> <li>+ Update job descriptions</li> <li>+ Employee retention</li> </ul>
<b>GOAL 6</b>	<p><b>Promote economic vitality</b></p> <ul style="list-style-type: none"> <li>+ Timing for permit processes, clarification of language</li> <li>+ Tax revenue</li> <li>+ Legislative monitoring</li> <li>+ Building and land use permit data</li> <li>+ Net number of new businesses</li> <li>+ Constituent survey</li> <li>+ Increased employment</li> <li>+ Improved relationships with neighboring counties through agreements</li> <li>+ Oregon Labor Market Information System</li> <li>+ Decreased unemployment</li> <li>+ Increase in weekly wages</li> <li>+ Increased collaboration opportunities with regional counties</li> </ul>
<b>GOAL 7</b>	<p><b>Foster lifelong learning, recreational opportunities, culture, and appreciation of our history</b></p> <ul style="list-style-type: none"> <li>+ Number of outreach programs, opportunities</li> <li>+ Number of press releases and new stories</li> <li>+ High school graduation</li> <li>+ College degree rates</li> <li>+ GED attainment rates</li> <li>+ Family participation rates – number of family programs</li> <li>+ Youth participation rates in summer programs</li> <li>+ Number of educational, community, workforce partnerships</li> </ul>

## Attachment #1 Strategic Planning Process and Participants

The FY15-18 planning process was initiated in the summer of 2015 in response to a shared desire among County leadership to institute a strategic management process where strategic priorities, organizational alignment and performance metrics are part of core management processes. Additional outcomes of the planning process include linking the strategic plan to the budget to ensure resources are more closely aligned to priorities and initiating an organizational conversation about values and goals.

A Strategic Planning Committee consisting of representation from across the county guided the process. The department heads and commissioners started the process with an orientation to Strategic Planning September 9<sup>th</sup>, 2015. Following the orientation, the County Court developed the goals for the county and a day-long session was held on October 9<sup>th</sup>, 2015 to develop a draft Strategic Plan. The participants worked to develop values, guiding principles, vision, mission statement, and began work on objectives and strategies. The participants used the recent Crook County Community Survey data and the goals were set by the court as a basis for the decision making process. The session was facilitated by Muriel DeLaVergne-Brown and Scott Willard. The county departments then provided additional feedback and the plan was presented to County Court January 6, 2016.

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### Participant List- September 9<sup>th</sup>, 2015

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Crook County Department Heads

County Court: Judge Mike McCabe, Commissioner Fahlgren, Commissioner Crawford

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### Participant List- October 9<sup>th</sup>, 2015

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Bob O'Neal  
Casey Daly  
Brenda Comini  
Jim Hensley  
Brian Huber  
Bill Zelenka  
Angie Gilley

John Gautney  
Jeff Wilson  
Steve Dougill  
Barratt Miller  
Camille Woods  
Ken Fahlgren

Eric Blaine  
Rebekah Burkhardt  
Greg Hinshaw  
Cheryl Seeley  
Seth Crawford  
Ann Beier

## Attachment #2 2015 – 2018 Strategic Planning Timeline

August 2015 – December 1, 2015

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*Objectives*

- Enhance department focus, integration & unification
- Promote trust in working relationships
- Approach service delivery with creativity, energy, and optimism
- Achieve department synergy
- Establish a vision-driven, re-energized organization
- Deliver a strategic planning document and implementation strategy for key objectives

*Dates in parentheses below are projected dates by which the task is to be accomplished.*

<p><b><u>August 2015: Planning to Plan</u></b></p> <ul style="list-style-type: none"> <li>• Select steering committee (8/19/15)</li> <li>• Develop objectives (8/19/15)</li> <li>• Establish projected timeline (8/19/15)</li> <li>• Determine Strategic Plan organization (8/19/15)</li> <li>• Schedule Department Head Meeting</li> </ul>
<p><b><u>September: County Court Goal Statement</u></b></p> <ul style="list-style-type: none"> <li>• Steering Committee Meeting – approve agenda (TBD)</li> <li>• Meet with County Court to develop Goals (TBD) and plan sections (Completed)</li> <li>• Approve materials to send to department heads for Department Head Meeting</li> <li>• Strategic Planning Presentation at Department Head Meeting</li> <li>• Community Survey Development and Implementation</li> </ul>
<p><b><u>October 9<sup>th</sup>, 2015 – Broughton Room (Library) 9 - 3</u></b>  <b><u>Building on the Present</u></b>  <b><u>SWOT/AR – Move to the Future</u></b>  <b><u>Strengths, Weaknesses, Opportunities, Threats, Aspirations, Results</u></b></p> <ul style="list-style-type: none"> <li>• Steering Committee Meeting (TBD)</li> <li>• Strategic Planning Day – October 9<sup>th</sup>, 2015</li> <li>• Gap Analysis</li> <li>• Identifying risks and trends</li> <li>• Department Heads/Court to develop County Vision, Mission, and Guiding Principles</li> </ul>

- *Vision*
- *Mission*
- *Articulation of core values*
- *Development of Strategies*

**November**

- Steering Committee (TBD) – Choose section based on October Meet
- Strategic Work Group: Work on goals, objectives and recommendations
- Review of strategic plan draft; group editing
- Planning for contingencies
- Looking toward implementation: identifying barriers
- Communication: providing time for review and input
- Review, reflection, modification

**December – Draft Plan Completed – Move to next steps**

**Community Input**  
**Implementation/Review/Budget**

- Completion of Plan – January 1, 2016
- Presented to County Court – January 6<sup>th</sup>, 2016
- Yearly Annual Report – June 2016, 2017, 2018
- Update Strategic Plan – 2018 for 2019 – 2021 Plan

**Attachment #3**



### Attachment #4 – Summary of County Mandates

Department	Mandate - Source
County Administration	Public Meeting Law – State of Oregon
Fairgrounds	Public Meeting Law – State of Oregon Board of Directors – State of Oregon ORS 565.010 – 565.240
Public Health	HB3100 Modernization of Public Health – Creating new provision and amending: ORS 30.302, 109.610, 124.050, 146.065, 146.075, 169.040, 179.505, 222.850, 401.657, 403.115, 411.435, 414.150, 414.152, 414.153, 417.827, 418.325, 418.747, 418.785, 419B.005, 426.070, 426.170, 426.335, 430.735, 430.920, 431.110, 431.120, 431.150, 431.157, 431.170, 431.180, 431.195, 431.260, 431.330, 431.335, 431.340, 431.380, 431.385, 431.412, 431.414, 431.415, 431.416, 431.418, 431.440, 431.510, 431.520, 431.550, 431.705, 431.715, 431.966, 431.990, 432.035, 433.001, 433.060, 433.090, 433.128, 433.235, 433.323, 433.442, 433.750, 433.860, 435.105, 435.205, 441.061, 441.630, 442.485, 443.005, 446.310, 446.425, 448.100, 448.150, 448.170, 451.435, 452.010, 453.322, 459.385, 466.605, 468.035, 468.060, 475.309, 570.880, 609.652, 624.005, 624.510, 659A.250, 689.605 and 700.025 and section 16, chapter 418, Oregon Laws 2011; repealing ORS 431.345, 431.375, 431.480 and 431.
IT/GIS	Support Department – Support Mandates of other departments GIS – Update addresses, road information within 48 hours (911 dispatch) Record retention ORS Public Notice – Sensitive timelines HIPAA and CJIS rules, IT Backup rules
Law Enforcement	ORS: Maintain a jail for inmates Provide civil services within the county Maintain files for offenders CHL Issuance Criminal Patrol Criminal Investigation Search and Rescue Emergency Management Parole and Probation Fingerprint Services Warrant Services
Assessor	ORS 308.210 – Adequate Staffing to assess all property in the county ORS 308.232 – Value all property at 100% RMV each year Article 11; section 11 of Oregon Constitution – Determine maximum assessed and assessed value – adequate staffing ORS 309.200 – Ratio Study for Department of Revenue ORS 311.115 – Certify Tax Roll for the Tax Collector in the County ORS 308.010, 308.057, 308.059 – Education – requires four appraisers and the assessor to maintain educational requirements or lose certification. All current requirements are met.
District Attorney	As mandated by law - Chapter 8 – Court Officers and District Attorneys
Juvenile Department	As mandated by law - Chapter 419A, 420 – Juvenile Code: General Provisions and Definitions
Road Department	As mandated by law - Chapter 368 – County Roads
Other County Departments	As mandated by law and Statute



## Agenda Item Request

**Date:**

*January 11, 2023*

**Meeting date desired:**

*January 18, 2023*

**Subject:**

*Presentation by Government Portfolio Advisors (the County's investment advisors) regarding the County's investments*

**Background and policy implications:**

*Government Portfolio Advisors will walk through our current investment portfolio and strategy as well as the current market conditions*

**Budget/fiscal impacts:**

*N/A*

**Requested by:**

*Galan Carter, Treasurer*

[galan.carter@co.crook.or.us](mailto:galan.carter@co.crook.or.us)

*Christina Haron, CPA*

*541-416-3808*

[christina.haron@co.crook.or.us](mailto:christina.haron@co.crook.or.us)

**Presenters:**

*Government Portfolio Advisors*

*Galan Carter*

**Legal review (only if requested):**

*N/A*

**Elected official sponsor (if applicable):**

*N/A*

# Quarterly Investment Report Crook County

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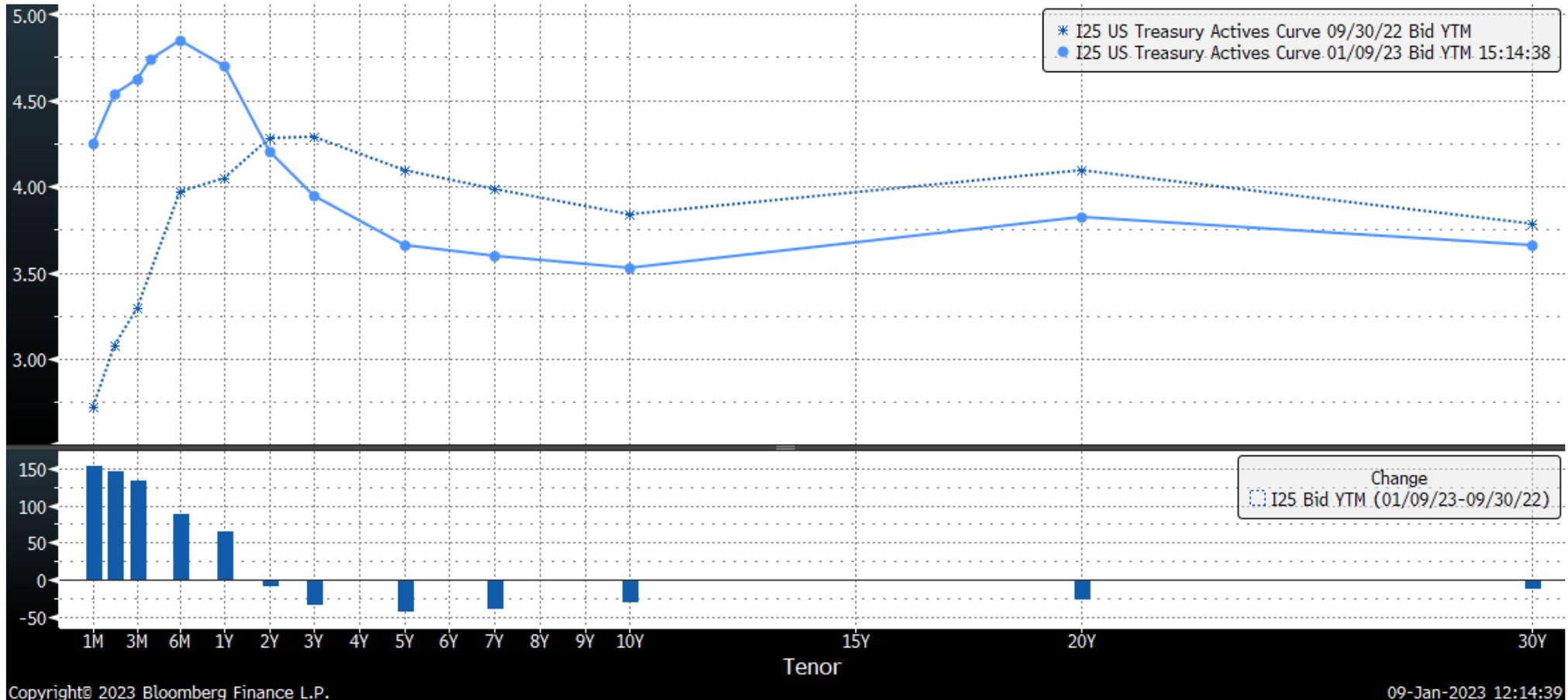
December 31, 2022

Total Aggregate Portfolio <sup>Page 120</sup>

# Interest Rates – Inverted Curve



December 31, 2022



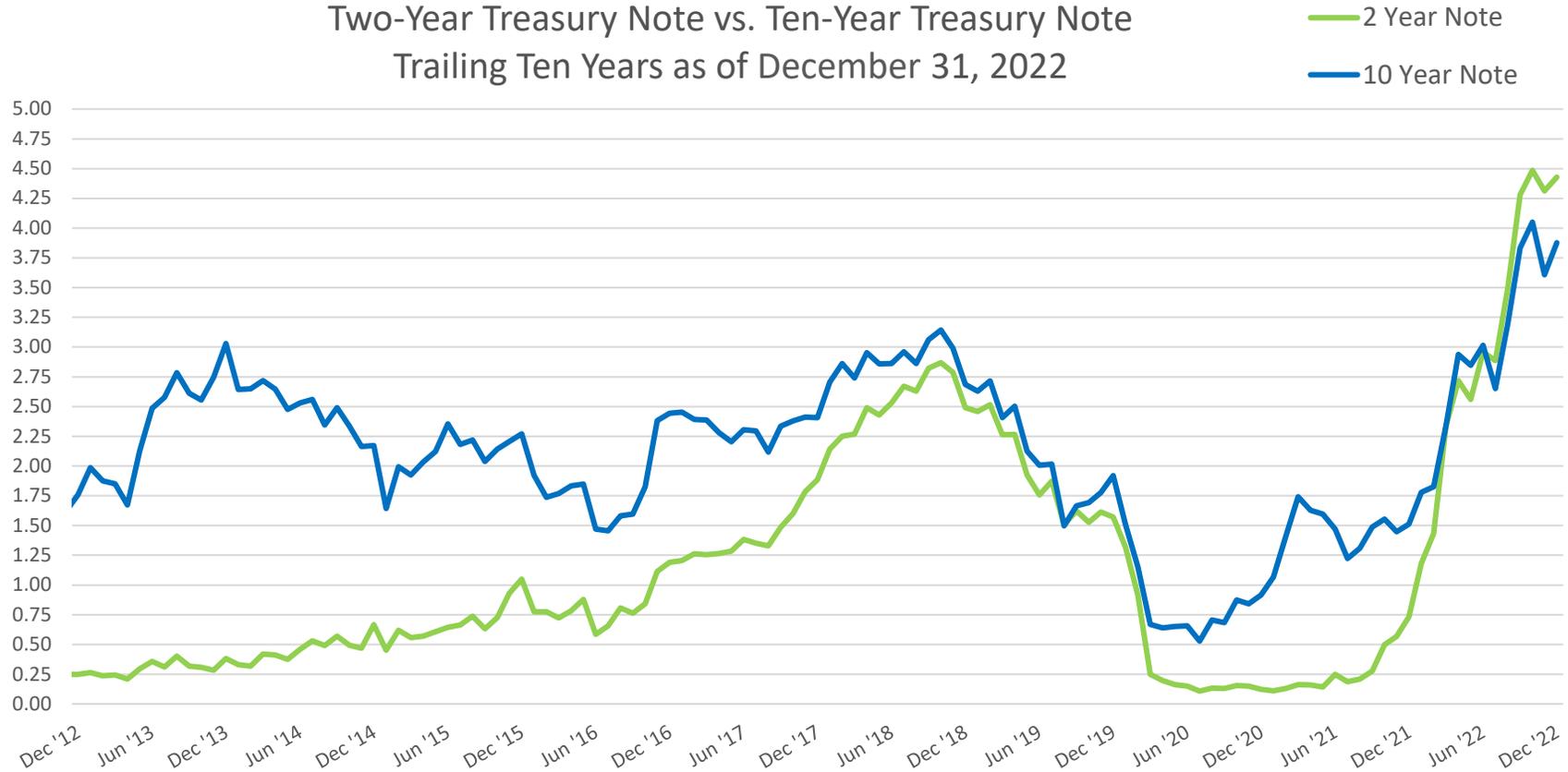
The interest rate curve enter 2023 deeply inverted with the front-end responding to rate hikes while the long end ended lower on the view that inflation is set to cool in the year ahead leading to a less hawkish central bank.

# Two-Year Treasury Note vs. Ten-Year Treasury Note – Trailing Ten Years



December 31, 2022

### Yield Comparison Two-Year Treasury Note vs. Ten-Year Treasury Note Trailing Ten Years as of December 31, 2022



Source: Bloomberg

## Crook County Portfolio Review

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December 31, 2022

Total Aggregate Portfolio <sup>Page 123</sup>

# Compliance Summary Report

Crook County | Total Aggregate Portfolio



December 31, 2022

Policy Constraint Type	Current Status
Diversification Constraints	Compliant
Maturity Constraints	Compliant
Credit Constraints	Compliant

- The total portfolio maintained compliance with the County investment policy and state statute

# Summary Overview

Crook County | Total Aggregate Portfolio



December 31, 2022

## Total Portfolio Characteristics (Liquidity, Core, and Bond Proceeds)

Metric	Value
Cash and Cash Equivalents	60,735,235.52
Investments	61,534,690.10
Book Yield	2.99%
Market Yield	4.58%
Effective Duration	0.67
Years to Maturity	0.65
Avg Credit Rating	AAA

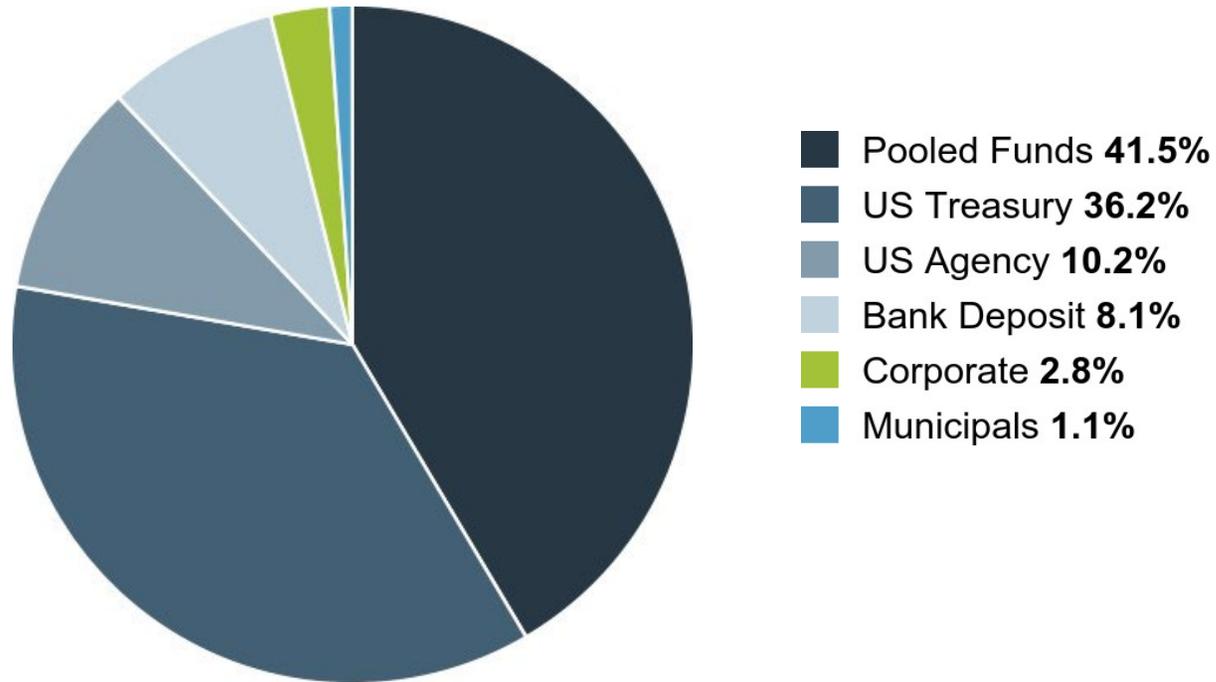
# Summary Overview

Crook County | Total Aggregate Portfolio



December 31, 2022

## Allocation by Asset Class



# Summary Overview

Crook County | Total Aggregate Portfolio

## Strategic Structure

Account	Par Amount	Book Value	Original Cost	Market Value	Net Unrealized Gain (Loss)	Accrued	Yield at Cost	Effective Duration	Benchmark Duration	Benchmark
CROOK-Investment Core	27,025,000.00	26,132,638.38	26,003,837.57	25,920,052.26	(212,586.12)	127,055.09	3.85%	1.89	2.04	ICE BofA 0-5 Year US Treasury Index
CROOK-Liquidity*	58,873,989.26	58,873,989.26	58,873,989.26	58,873,989.26	0.00	0.00	2.70%	0.01		ICE BofAML US 1-Month Treasury Bill Index
CROOK-Bond 2022 Investments	35,735,000.00	35,653,037.26	35,605,901.37	35,234,952.30	(418,084.96)	252,630.45	2.98%	0.71		ICE BofAML U.S. Treasury Notes & Bonds 0-1 Year
CROOK-Bond 2022 Liquidity*	1,861,246.26	1,861,246.26	1,861,246.26	1,861,246.26	0.00	0.00	0.65%	0.01		ICE BofAML US 1-Month Treasury Bill Index
<b>Total</b>	<b>123,495,235.52</b>	<b>122,520,911.16</b>	<b>122,344,974.46</b>	<b>121,890,240.08</b>	<b>(630,671.09)</b>	<b>379,685.54</b>	<b>2.99%</b>	<b>0.67</b>		

\*Liquidity Data as of 11/30/22

# Risk Management-Credit/Issuer

Crook County | Total Aggregate Portfolio

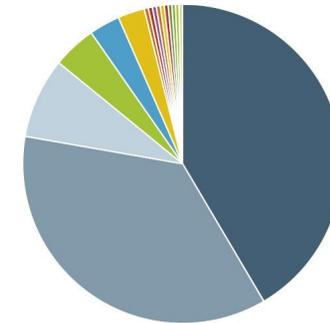


December 31, 2022

## Credit Rating S&P/Moody's/Fitch

	Market Value + Accrued	%
<b>S&amp;P</b>		
A	943,536.57	0.77
A-	982,272.17	0.80
AA	933,256.00	0.76
AA+	57,293,164.28	46.86
AA-	949,902.75	0.78
AAA	432,558.33	0.35
NA	60,735,235.52	49.67
<b>Moody's</b>		
A1	1,934,684.76	1.58
A2	492,314.19	0.40
Aa1	432,558.33	0.35
Aa2	1,381,968.53	1.13
Aaa	57,293,164.28	46.86
NA	60,735,235.52	49.67
<b>Fitch</b>		
AA	936,254.90	0.77
AA-	2,426,998.96	1.98
AAA	56,823,884.63	46.47
NA	62,082,787.13	50.78
<b>Total</b>	<b>122,269,925.62</b>	<b>100.00</b>

## Issuer Concentration



- Oregon Short Term Fund 41.5%
- United States 36.2%
- (CROOK\_FIB\_DEPOSIT) First Interstate Bank Deposit 8.1%
- Federal Home Loan Banks 4.4%
- Federal Home Loan Mortgage Corporation 3.1%
- Federal National Mortgage Association 2.7%
- The Bank of New York Mellon Corporation 0.4%
- Amazon.com, Inc. 0.4%
- Bank of America Corporation 0.4%
- JPMorgan Chase & Co. 0.4%
- Royal Bank of Canada 0.4%
- Apple Inc. 0.4%
- The Toronto-Dominion Bank 0.4%
- California State University 0.4%
- State of California 0.4%
- University of California 0.4%

# Crook County Portfolio Strategy

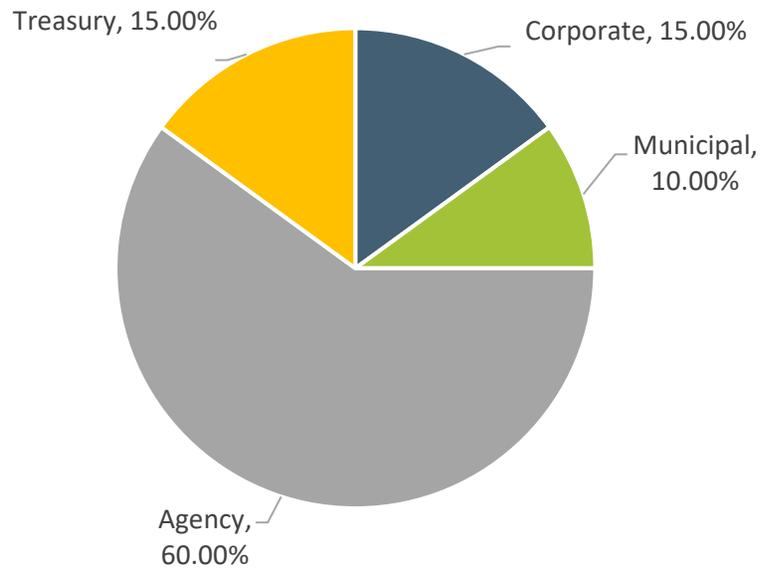
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December 31, 2022

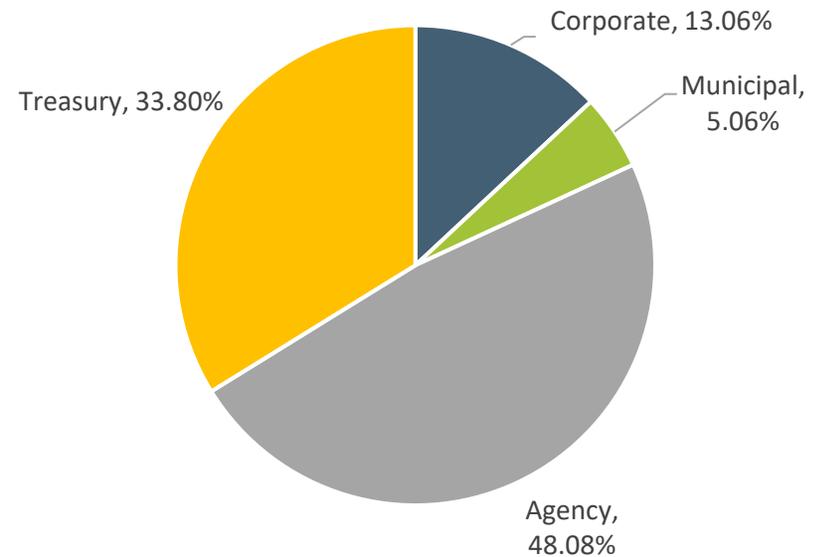
Total Aggregate Portfolio <sup>Page 129</sup>

# Investment Core Allocation vs Target

**Strategic Asset Allocation Targets**



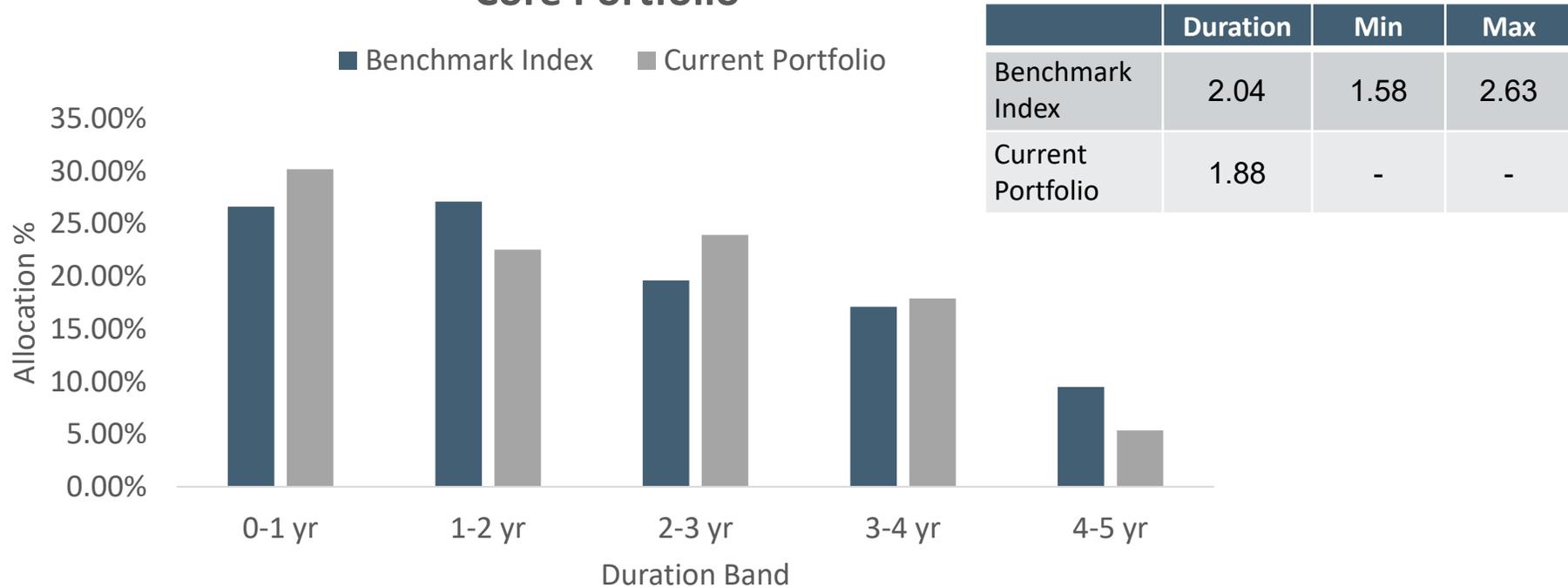
**Current Portfolio Allocation**



Market Sector	Strategic Target	Tactical Bands
Agency	60%	5%-75%
Treasury	15%	10%-80%
Corporate	15%	0%-15%
Municipal	10%	0%-10%

The current asset allocation may move within the tactical bands relative to the strategic target allocations given the County’s risk tolerance and current market conditions

## Target Duration Allocation Core Portfolio



- The Core Portfolio is managed to the 0-5 year all Treasury benchmark
- Bond Proceeds investments are matched to projected cash flows explicitly

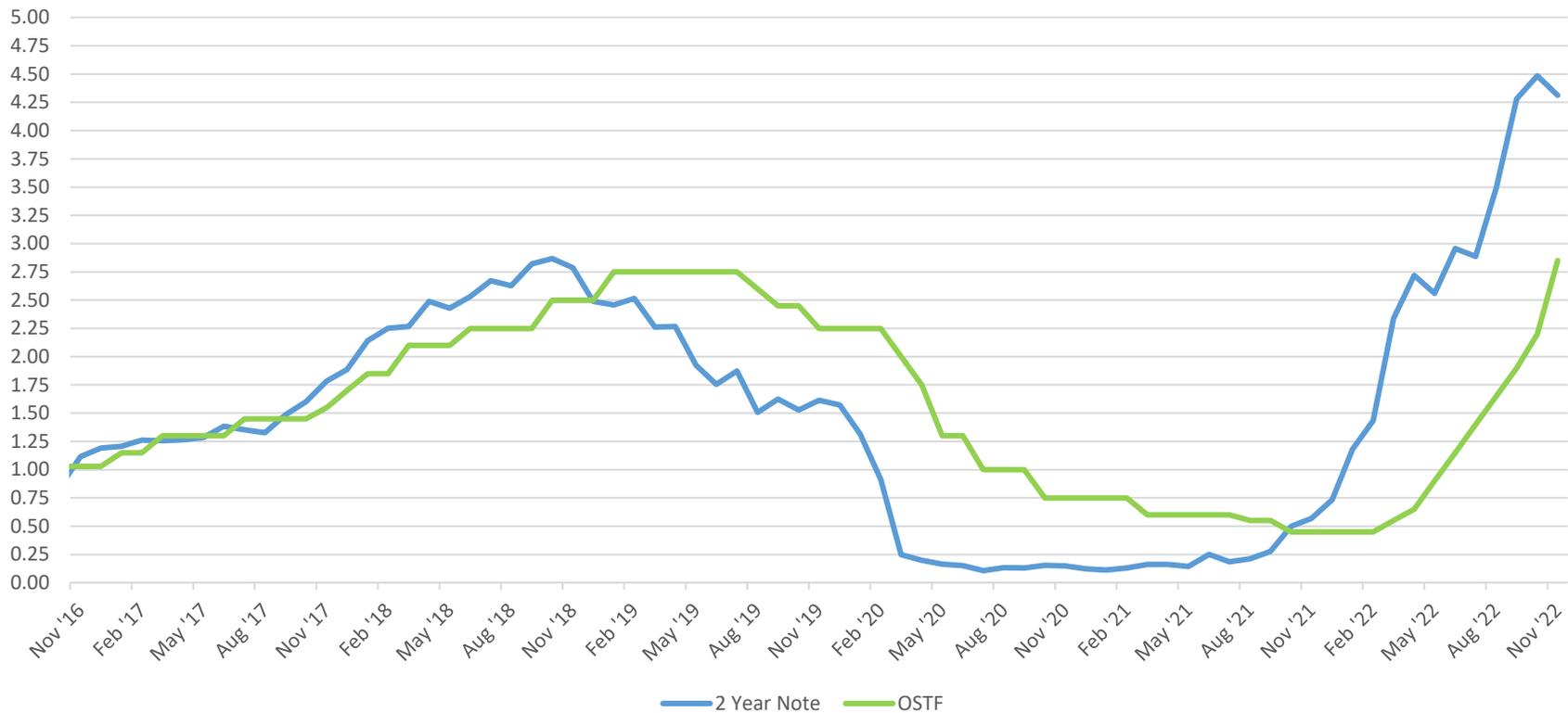
# Core and Liquidity Recommendations

	<b>Current Par</b>	<b>Recommendation</b>	<b>Recommended Ranges</b>
<b>Core</b>	\$27,025,000	\$45,000,000	\$35,000,000 to \$60,000,000
<b>Liquidity</b>	\$58,873,989	\$25,000,000	\$20,000,000 to \$50,000,000

- Core recommendation to be achieved gradually
- For FY 2023, \$26.8 million is specifically budgeted in Reserves
- Investment Core Maturities Under 1 Year will also provide an additional tier of liquidity.
- Plan to add \$10 million to Core by end of Jan 2023

# Two-Year Note vs OSTF Since 2016

Yield Comparison  
Two-Year Treasury Note vs. OSTF  
Trailing Six Years as of November 30, 2022



# Long Term Performance Is Driven By Diversification and Risk Management

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- While markets are evolving rapidly and yield is never guarantee, the current yield environment offers short term investment opportunities close to 4.5%
- GPA recommends blended Core and Liquidity approach (65% Core and 35% liquidity)
- The blended approach in the current market could increase book yield in operating portfolio from 3.05% to around 3.84%
- The blended approach allows the County to leverage both the LGIP and slightly longer term securities for a more diversified portfolio
- The result could be an increase of \$552,000 in projected estimated earnings for an \$70 million portfolio

This report is for general informational purposes only and is not intended to provide specific advice or recommendations. Government Portfolio Advisors (GPA) is an investment advisor registered with the Securities and Exchange Commission and is required to maintain a written disclosure statement of our background and business experience.

**Questions About an Account:** GPA's monthly & quarterly reports are intended to detail the investment advisory activity managed by GPA. The custodial bank maintains the control of assets and settles all investment transactions. The custodial statement is the official record of security and cash holdings and transactions. GPA recognizes that clients may use these reports to facilitate record keeping and that the custodial bank statement and the GPA report should be reconciled, and differences documented.

**Trade Date versus Settlement Date:** Many custodial banks use settlement date basis and post coupons or maturities on the following business days when they occur on weekend. These items may result in the need to reconcile due to a timing difference. GPA reports are on a trade date basis in accordance with GIPS performance standards. GPA can provide all account settings to support the reason for any variance.

**Bank Deposits and Pooled Investment Funds Held in Liquidity Accounts Away from the Custodial Bank are Referred to as Line Item Securities:** GPA relies on the information provided by clients when reporting pool balances, bank balances and other assets that are not held at the client's custodial bank. GPA does not guarantee the accuracy of information received from third parties. Balances cannot be adjusted once submitted however corrective transactions can be entered as adjustments in the following months activity. Assets held outside the custodial bank that are reported to GPA are included in GPA's oversight compliance reporting and strategic plan.

**Account Control:** GPA does not have the authority to withdraw or deposit funds from or to any client's custodial account. Clients retain responsibility for the deposit and withdrawal of funds to the custodial account. Our clients retain responsibility for their internal accounting policies, implementing and enforcing internal controls and generating ledger entries or otherwise recording transactions.

**Custodial Bank Interface:** Our contract provides for the ability for GPA to interface into our client's custodial bank to reconcile transactions, maturities and coupon payments. The GPA client portal will be available to all clients to access this information directly at any time.

**Market Price:** Generally, GPA has set all securities market pricing to match custodial bank pricing. There may be certain securities that will require pricing override due to inaccurate custodial bank pricing that will otherwise distort portfolio performance returns. GPA may utilize Refinitiv pricing source for commercial paper, discount notes and supranational bonds when custodial bank pricing does not reflect current market levels. The pricing variances are obvious when market yields are distorted from the current market levels.

**Amortized Cost:** The original cost on the principal of the security is adjusted for the amount of the periodic reduction of any discount or premium from the purchase date until the date of the report. Discounts or premiums are amortized on a straight-line basis on all securities. This can be changed at the client's request.

**Callable Securities:** Securities subject to redemption in whole or in part prior to the stated final maturity at the discretion of the security's issuer are referred to as "callable". Certain call dates may not show up on the report if the call date has passed or if the security is continuously callable until maturity date. Bonds purchased at a premium will be amortized to the next call date while all other callable securities will be amortized to maturity. If the bond is amortized to the call date, amortization will be reflected to that date and once the call date passes, the bond will be fully amortized.

**Duration:** The duration is the effective duration. Duration on callable securities is based on the probability of the security being called given market rates and security characteristics.

**Benchmark Duration:** The benchmark duration is based on the duration of the stated benchmark that is assigned to each account.

**Rating:** Information provided for ratings is based upon a good faith inquiry of selected sources, but its accuracy and completeness cannot be guaranteed.

**Coupon Payments and Maturities on Weekends:** On occasion, coupon payments and maturities occur on a weekend or holiday. GPA's report settings are on the accrual basis so the coupon postings and maturities will be accounted for in the period earned. The bank may be set at a cash basis, which may result in a reconciliation variance.

**Cash and Cash Equivalents:** GPA has defined cash and cash equivalents to be cash, bank deposits, LGIP pools and repurchase agreements. This may vary from your custodial bank which typically defines cash and equivalents as all securities that mature under 90 days. Check with your custodial bank to understand their methodology.

**Account Settings:** GPA has the portfolio settings at the lot level, if a security is sold our setting will remove the lowest cost security first. First-in-first-out (FIFO) settings are available at the client's request.

**Historical Numbers:** Data was transferred from GPA's legacy system, however, variances may exist from the data received due to a change of settings on Clearwater. GPA is utilizing this information for historical return data with the understanding the accrual settings and pricing sources may differ slightly.

**Financial Situation:** In order to better serve you, GPA should be promptly notified of any material change in your investment objective or financial situation.

**No Guarantee:** The securities in the portfolio are not guaranteed or otherwise protected by GPA, the FDIC (except for non-negotiable certificates of deposit) or any government agency. Investment in securities involves risks, including the possible loss of the amount invested.

## AGENDA ITEM REQUEST



**Date:**

*January 10, 2023*

**Meeting date desired:**

*January 18, 2023*

**Subject:**

*Ordinance 335, ratifying the creation of an intergovernmental agency, and an agreement with the City of Prineville, to create the "Crook County Road Agency" pursuant to ORS Chapter 190.*

**Background and policy implications:**

*Under the authority of by HB 2174, the County can divert a percentage of its Secure Rural Schools funds to certain types of public entities. The legislation's goal is to allow for the increase in total funds allocated to Oregon by avoiding the existing dilution rules applied to other federal funds apportioned to counties.*

**Budget/fiscal impacts:**

*The sponsor of HB 2174 hoped that the law would allow for an additional \$22 million in SRS funds to be awarded to Oregon public agencies. Although it is only a rough estimate, prior correspondence provided to Crook County indicated that it might see an increase of several hundred thousand dollars, though perhaps not in the first year.*

*The new intergovernmental entity would need to adopt its own budget and endure the usual and customary expenses of public notices, public meetings, and staff time. The agency would also need to purchase an insurance policy. Estimates for that insurance policy are less than \$2,000.00 for the first year.*

**Requested by:**

*Eric Blaine, County Counsel  
Eric.Blaine@CrookCountyOR.gov  
541-416-3919*

**Presenters:**

*Eric Blaine, County Counsel*

**Legal review (only if requested):**

*The ordinance and agreement have been drafted by the legal department; the City of Prineville's attorney has approved the agreement as to form.*

**Elected official sponsor (if applicable):**

*N/A*

# Crook County Counsel's Office

Mailing: 300 NE Third St., Prineville, OR 97754

• Phone: 541-416-3919

Physical: 301 NE 3<sup>rd</sup> St., Ste 200, Prineville, OR 97754

• Fax: 541-313-5964



## MEMO

TO: Crook County Court

FROM: Eric Blaine, County Counsel

DATE: December 19, 2022

RE: Intergovernmental agreement to create a public entity to receive SRS funds and Ordinance 335, ratifying that creation  
Our File No: Districts # 20

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The Secure Rural Schools program is a federal endeavor to help alleviate the consequences of federal ownership of vast tracts of land experienced by western states. Such land is exempt from local property taxes and, under a decades-old policy, is unlikely to be sold to private owners who would pay taxes in the future. The Secure Rural Schools program must be periodically renewed by act of Congress. Under this program, funds are provided to local governments like the County to advance certain Congressionally-approved activities.

For reasons both arcane and, perhaps, unintended, the amount of funds which would be apportioned to Oregon counties is reduced if those counties receive other types of federal funding. In an effort to help counteract this longstanding issue, the Oregon Legislature enacted House Bill 2174. This authorizes local public entities to create one of three different types of public entities to receive SRS funds – and, since those funds go to a new public entity, they would not be subject to the deductions that Oregon counties endure by receiving other types of federal funding. The three types of entity are (1) an intergovernmental entity created pursuant to ORS 190.003 to 190.130; (2) a county road district formed under ORS 371.055 to 371.110; or (3) a service district for roads formed under ORS Chapter 451.

The attached intergovernmental agreement, in conjunction with the attached Ordinance, would create a new intergovernmental entity in furtherance of HB 2174's goal. To form an intergovernmental entity, two existing public bodies must adopt ordinances “ratifying” the creation, and listing out the entity’s duties, purposes, effective date, and the intent to create such an entity. The two existing public bodies would also establish a contract defining the purposes and responsibilities of the new entity. In this case, the City of Prineville was willing to assist the County in forming what has been titled the “Crook County Road Agency.”

Under the agreement’s terms, the members of the County Court would serve as members of the Agency’s governing board, and must meet at least quarterly to discuss Agency business. The Agency would adopt and operate its own budget, separate from that of the County. The Agency would need to obtain its own insurance policy, with limits of at least \$1 million per occurrence / \$2 million aggregate, plus its own workers compensation insurance if there are any employees of the Agency. The insurance policy will name both the City and County as additional insureds.

After the intergovernmental agreement is formed, the Oregon Secretary of State’s office must be informed of the existence of the new entity by providing them with copies of the formation ratifying ordinances. In order to receive SRS funds, the new entity would then inform the State DepartmentPage 138

of Administrative Services of its existence, and that the funds should be directed to it instead of the County.

The City's attorney has reviewed the intergovernmental agreement and approved it as to form. It was modeled off of an IGA used by Jefferson County.

Finally, if these two documents are approved, then the new entity will want to execute an agreement with the County to the performance of road maintenance activities. Finalizing such an agreement would not need to be completed immediately, but should be completed in time for the summer road work season.

Please let me know if you have any questions.

**Please place this memo and the attached document(s) on the Wednesday, January 18, 2023 County Court Agenda as a Public Hearing (for the Ordinance), and Discussion Item (for the Agreement), for approval and signatures.**

IN THE COUNTY COURT OF THE STATE OF OREGON  
FOR THE COUNTY OF CROOK

AN ORDINANCE RATIFYING THE )  
CREATION OF AN O.R.S. CHAPTER )  
190 INTERGOVERNMENTAL ENTITY )      ORDINANCE NO. 335  
ENTITY ENTITLED THE “CROOK )  
COUNTY ROAD AGENCY” AND )  
DECLARING AN EMERGENCY )

WHEREAS, Crook County is eligible to receive Secure Rural School (SRS) Act funds from the Federal Government as the Act may from time to time be reauthorized by Congress. Such reauthorizations establish the programs and purposes to which SRS funds may be employed by the receiving public entities; and

WHEREAS, the portion of SRS funds the County receives is subject to diminution on account of other federal programs and funds which the County also receives. These other funds may be unrelated to the SRS program; and

WHEREAS, Oregon Legislature House Bill 2174 (2021), amending ORS 294.060, created flexibility for county governments to increase federal Payment in Lieu of Taxes (PILT) dollars that flow into rural communities by allowing a county government to elect to divert the 75% of their SRS forest reserve payment (ORS 293.560) that is statutorily reserved for the county road fund to a separate public body; and

WHEREAS, if a separate public body receives the payment instead of the County, the amount is not deducted from the next year's PILT payment as a prior payment. The movement of funds allowed under ORS 294.060 could potentially bring an estimated additional \$10 million federal dollars into Oregon's counties; and

WHEREAS, Crook County and the City of Prineville are units of local government as defined by ORS 190.003, and have authority pursuant to ORS 190.010 to form an intergovernmental entity by written agreement for the performance of any or all functions and activities that a party to the agreement, its officers or agencies, have authority to perform. This can include receiving and spending SRS funds; and

WHEREAS, Crook County and the City of Prineville have executed a written agreement (hereinafter the "Intergovernmental Agreement") to create the Crook County Road Agency, an ORS Chapter 190 intergovernmental entity, which is eligible to receive SRS under the provisions of HB 2174 (2021); and

WHEREAS, in accordance with ORS 190.085, this Ordinance ratifies the execution of the Intergovernmental Agreement and the creation of the Crook County Road Agency.

NOW, THEREFORE, the Crook County Court ordains as follows:

Section One: The above Recitals are adopted as the County Court's Findings of Fact.

Section Two: Pursuant to ORS 190.085, this Ordinance declares that it is the intent of Crook County to create an intergovernmental entity by intergovernmental agreement with the City of Prineville.

Section Three: The intergovernmental agreement will have an Effective Date of February 1, 2023, as described in the agreement.

Section Four: The public purposes for which the Crook County Road Agency is created are: to receive and distribute U.S. Forest Service Secure Rural Schools (“SRS”) funds for road construction in Crook County, Oregon, and all other necessary or appropriate functions related thereto.

Section Five: The powers, duties, and functions of the Crook County Road Agency are:

- The Agency will have responsibility and authority to receive and distribute Crook County’s apportionment of Secure Rural Schools road funds for road construction, including functions related thereto, within the boundaries of Crook County, and subject to the terms of the formation Intergovernmental Agreement and/or ORS chapter 190, perform such other functions as may be assigned by Crook County and the City of Prineville from time to time.
- The Agency shall have the power to adopt, through action of its Board of Directors (the “Board”), such bylaws, rules, regulations, and policies necessary to further the purposes of the Agency and/or the Intergovernmental Agreement.
- The Agency shall have the power to enter into agreements with other public or private entities and to exercise all powers pursuant to the Laws (as defined below), including, without limitation, the principal acts of the County and City and ORS chapter 190. The term “Law(s)” means all federal, state, and local laws, statutes, ordinances, and/or regulations directly or indirectly affecting the Agency, the formation Intergovernmental Agreement, and/or Agency’s purposes, including, without limitation, the Americans with Disabilities Act of 1990 (and the rules and regulations promulgated thereunder) and ORS chapter 190, all as now in force and/or which may hereafter be amended, modified, enacted, or promulgated.

Section Six: Staff are directed to provide a copy of this Ordinance to the Oregon Secretary of State’s office within thirty days of its effective date in compliance with ORS 190.085.

Section Seven: Emergency: This Ordinance being necessary for the health, welfare and safety of the people of Crook County, an emergency is hereby declared to exist, and this Ordinance shall become effective on the date of signing.

DATED this \_\_\_\_\_ day of \_\_\_\_\_, 2023.

CROOK COUNTY COURT

\_\_\_\_\_  
Judge Seth Crawford

\_\_\_\_\_  
Commissioner Jerry Brummer

\_\_\_\_\_  
Commissioner Brian Barney

<u>Vote:</u>	Aye	Nay	Abstain	Excused
Seth Crawford	___	___	___	___
Jerry Brummer	___	___	___	___
Brian Barney	___	___	___	___

**INTERGOVERNMENTAL AGREEMENT  
CREATING CROOK COUNTY ROAD AGENCY**

This Intergovernmental Agreement creating Crook County Road Agency (this “Agreement”) effective February 1, 2023 (the “Effective Date”), and is entered into between Crook County (“County”), a political subdivision of the State of Oregon, whose address is 300 NE 3<sup>rd</sup> St. Prineville, OR 97754, and City of Prineville (“City”), an Oregon municipal corporation, whose address is 387 NE 3<sup>rd</sup> St. Prineville, OR 97754. Each of the parties hereto is referred to herein individually as a “Party” and collectively “Parties.”

RECITALS:

A. The Parties desire to form an intergovernmental entity to be named the Crook County Road Agency (the “Agency”). Agency will be formed to receive and distribute certain road funds.

B. This Agreement is made pursuant to ORS 190.010, which statute provides that units of local government may enter into agreements for performance of any functions and activities that any party to the agreement, or its officers or agents, has the authority to perform.

C. The Parties are authorized to enter into this Agreement creating an intergovernmental entity pursuant to their respective principal acts and ORS 190.003 to 190.265.

AGREEMENT:

NOW, THEREFORE, in consideration of the Parties’ respective obligations under this Agreement, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereby agree as follows:

**Section 1. Agency.**

**1.1 Creation.** Pursuant to this Agreement, the Agency is hereby created as an intergovernmental entity pursuant to ORS Chapter 190.

**1.2 Purpose.** Agency’s purposes include receiving and distributing U.S. Forest Service Secure Rural Schools (“SRS”) funds for road construction in Crook County, Oregon, and all other necessary or appropriate functions related thereto.

**1.3 Responsibilities and General Powers.**

**1.3.1** Agency will have responsibility and authority to receive and distribute County’s apportionment of SRS road funds for road construction, including functions related thereto, within the boundaries of County, and subject to the terms of this Agreement

and/or ORS chapter 190, perform such other functions as may be assigned by the Parties from time to time.

**1.3.2** Agency shall have the power to adopt, through action of its Board of Directors (the “Board”), such bylaws, rules, regulations, and policies necessary to further the purposes of Agency and/or this Agreement.

**1.3.3** Agency shall have the power to enter into agreements with other public or private entities and to exercise all powers pursuant to the Laws (as defined below), including, without limitation, the principal acts of the Parties and ORS chapter 190. For purposes of this Agreement, the term “Law(s)” means all federal, state, and local laws, statutes, ordinances, and/or regulations directly or indirectly affecting Agency, this Agreement, and/or Agency’s purposes, including, without limitation, the Americans with Disabilities Act of 1990 (and the rules and regulations promulgated thereunder) and ORS chapter 190, all as now in force and/or which may hereafter be amended, modified, enacted, or promulgated.

**1.4 Offices.** The offices of Agency shall be located at the Crook County Administration Building, 203 NE Court St. Prineville, OR 97754.

**1.5 Governing Body.** The Board, unless otherwise provided herein, shall be the governing body and shall exercise authority over all matters of Agency concern. The Board will serve as the Local Contracts Review Board for the Agency.

## **Section 2. Board of Directors.**

**2.1 Membership.** Agency shall be governed by the Board consisting of the judge and commissioners serving on the Crook County Court.

### **2.2 Authority.**

**2.2.1** The Board shall have authority to do the following:

- a. Adopt bylaws for Agency, which shall set forth the rules by which the Agency shall be run. The bylaws may be amended from time to time by the Board.
- b. Oversee and to have full responsibility for all matters pertaining to the development and operations of Agency.
- c. Enter into contracts for goods and services for Agency’s development and operations.
- d. Review and approve the Agency’s budget pursuant to Oregon Local Budget Law, when applicable.
- e. Appoint advisory boards to consider any issue before it, if it so desires.
- f. Establish the Agency mission and goals.
- g. Recommend and monitor expenditures consistent with the manner and restrictions of ORS 368.705-368.722.

**2.2.2** The Board shall not have authority to do the following:

- a. Commit the taxing authority or general funds of any Party.
- b. Expend funds in excess of the SRS funding received by the Agency.

**2.3 Meetings.** Regular meetings of the Board shall be held on at least a quarterly basis at such time and place as determined by the Board. Special meetings may be called by the chairperson as needed or desired. All motions presented for approval shall require an affirmative vote of a majority of the whole membership of the voting members of the Board. Half plus one of the members of Board shall constitute a quorum. Members appearing by telephone or other electronic means are considered present.

The rules of parliamentary practice comprised in the Robert's Rules of Order (11<sup>th</sup> Edition) shall be used as a guide to address procedural questions to the extent not inconsistent with Agency's policy and procedures.

### **Section 3. Budget; Funding; Costs; Revenue.**

**3.1 Budget.** Agency, through County, shall prepare the annual operating budget of the Agency. The Board shall adopt a final budget, in accordance with ORS 294.900 to 294.930, no later than May of each preceding year. The budget period shall be on a fiscal year basis beginning on the first of July each year. The Board shall consider and adopt the budget on behalf of the Agency. If there are any program changes any supplemental budget shall go through the budget stages set forth herein and comply with all applicable budget policies and Oregon Local Budget Law.

**3.2 Funding.** The Agency will receive funds under ORS 293.560 apportioned to the County road fund. County will request that the Oregon Department of Administrative Services credit the moneys described in ORS 294.060(1) to the Agency pursuant to ORS 294.060(8).

**3.3 Expenses.** County will be responsible for providing all funds necessary to pay for Agency's costs, expenses, obligations, and/or liabilities. Notwithstanding anything contained in this Agreement to the contrary, City will not be responsible for (and will not pay) any funds for Agency's costs, expenses, obligations, and/or liabilities.

**3.4 Revenue.** Revenue or fees derived from the functions or activities of the Agency will be apportioned to County.

### **Section 4. Term, Termination and Amendment.**

**4.1 Term.** This Agreement shall commence on the Effective Date and will remain in full force and effect until terminated by either Party."

**4.2 Termination.** Notwithstanding anything contained in this Agreement to the contrary, (a) the Parties may terminate this Agreement and dissolve the Agency by the Parties' unanimous

written agreement, (b) either Party may terminate this Agreement by providing the other Party no less than one hundred eighty (180) days' prior written notice (provided, however, termination under this Section 4.2(b) will not take effect between February 1 and June 30 of any fiscal year), and (c) either Party may terminate this Agreement immediately upon written notice to the other Party if the other Party breaches and/or otherwise fails to perform the other Party's obligations under this Agreement.

**Section 5. Additional Parties.** Subject to the Laws, including, without limitation, ORS chapter 190, additional governmental entities may be allowed to join the Agency subject to approval by the governing bodies of all Parties.

**Section 6. Insurance; Liability; Indemnification; Relationship.**

**6.1 Insurance.** Agency will obtain and maintain adequate insurance to cover Agency's operations. Without otherwise limiting the generality of the immediately preceding sentence, Agency will obtain and maintain, in addition to all other insurance required under this Agreement, the following minimum levels of insurance: (a) general liability insurance for all losses or claims arising out of or related to Agency's operations (including, without limitation, damages as a result of death or injury to any person or destruction or damage to any property) with limits of no less than \$1,000,000.00 per occurrence, \$2,000,000.00 in the aggregate; (b) employer liability insurance with limits of no less than \$500,000.00 per occurrence and in the aggregate; and (c) workers' compensation insurance in form and amount sufficient to satisfy the requirements of applicable Oregon law (the workers' compensation insurance policy will contain a waiver of subrogation in favor of each Party). Each liability insurance policy required under this Agreement will be in form and content satisfactory to the Parties, will list each Party (and each Party's Representatives (as defined below)) as additional insured(s), and will contain a severability of interest clause. Notwithstanding anything in this Agreement to the contrary, the Parties may increase the minimum levels of insurance Agency is required to carry under this Agreement so that Agency's insurance at least equals the applicable limits of liability identified under the Oregon Tort Claims Act (ORS 30.260 – ORS 30.300). For purposes of this Agreement, the term "Representative(s)" means the identified Party's officers, employees, contractors, agents, and volunteers.

**6.2 Liability.** Except as otherwise provided under Section 6.3, there shall be no joint and several liability of the Parties either in contract or tort, and all obligations of Agency or the Parties shall be several only. Without limiting the foregoing, no Party to this Agreement shall be liable for damages, debts or claims caused solely by the negligent act, omission or other wrongful act by Agency or other Parties hereto. The Party causing damages by its sole negligent act, omission, or wrongful act shall be individually liable.

**6.3 Agency and County Indemnification.** To the fullest extent permitted under applicable law, Agency and County each jointly and severally release and will defend, indemnify, and hold City and City's Representatives harmless for, from, and against all claims, actions,

proceedings, damages, liabilities, injuries, losses, and expenses of every kind, whether known or unknown, including, without limitation, attorney fees and costs, resulting from or arising out of Agency's formation and operations and/or County's breach and/or failure to perform County's representations, warranties, covenants, and/or obligations under this Agreement.

**6.4 Relationship.** Each Party is an independent contractor of the other Parties. This Agreement does not create a joint venture and/or agency relationship between the Parties. No Party has the authority to bind the other Party or represent to any person that a Party is an agent of the other Party. No Party will provide any benefits to any other Party; each Party will be solely responsible for obtaining the Party's own benefits, including, without limitation, insurance, medical reimbursement, and retirement plans. Notwithstanding anything contained in this Agreement to the contrary, Agency (and/or the Board) will not have the authority to bind and/or encumber a Party in any manner except as agreed in writing by the Party.

**Section 7. Withdrawal.** Any Party may elect to terminate its participation in this Agreement (and the Agency) (i.e., withdrawal) by providing no less than one hundred twenty (120) days' prior written notice to the Board chairperson and the governing body of the other Party. Withdrawal will be effective at 11:59 PM of the April 30 that is no less than one hundred twenty (120) days after the date of such notice.

**Section 8. Dissolution.** Upon dissolution of Agency, County shall remain solely liable for any Agency obligation that has been specifically incurred in accordance with the terms of this Agreement, or by other resolutions, or by separate agreement of the parties. Upon dissolution, the assets of Agency will be distributed to Crook County.

**Section 9. General Provisions.**

**9.1 Coordination; Assignment; Binding Effect.** The Parties will maintain adequate levels of communication to ensure maximum cooperation and coordination between the Parties. No Party may assign any of the Party's rights and/or obligations under this Agreement to any person without the prior written consent of all other Parties. Subject to the immediately preceding sentence, this Agreement will be binding on the Parties and their respective administrators, successors, and permitted assigns and will inure to their benefit. The Parties will execute all documents or instruments and will perform all lawful acts necessary or appropriate to carry out the intent of this Agreement. All exhibits, schedules, instruments, and other documents referenced in this Agreement are part of this Agreement.

**9.2 Notices; Severability; Remedies.** Any notice will be deemed given when personally delivered or delivered by facsimile or email transmission (with electronic confirmation of delivery), or will be deemed given three days following delivery of the notice by U.S. mail, certified, return receipt requested, postage prepaid, by the applicable Party to the address shown in the preamble of this Agreement (or any other address that a Party may designate by notice to the other parties), unless that day is a Saturday, Sunday, or legal holiday, in which event it will be deemed delivered on the next

following business day. Each provision contained in this Agreement will be treated as a separate and independent provision. The unenforceability of any one provision will in no way impair the enforceability of any other provision contained herein. Any reading of a provision causing unenforceability will yield to a construction permitting enforcement to the maximum extent permitted by applicable law. Subject to the terms and conditions contained in this Agreement, each Party will pay all wages and benefits due the Party's personnel, including, without limitation, overtime, workers' compensation, and death benefits. If a Party breaches and/or otherwise fails to perform any of the Party's representations, warranties, covenants, and/or obligations under this Agreement, the non-defaulting Parties may, in addition to any other remedy provided to the non-defaulting Parties under this Agreement, pursue all remedies available to the non-defaulting Parties at law or in equity. All available remedies are cumulative and may be exercised singularly or concurrently.

**9.3 Waiver; Entire Agreement; Amendment; Counterparts.** Notwithstanding anything contained in this Agreement to the contrary, no provision of this Agreement may be modified, waived, and/or discharged unless such waiver, modification, and/or discharge is agreed to in writing by the Parties. No waiver by a Party at any time of the breach of, or lack of compliance with, any conditions or provisions of this Agreement will be deemed a waiver of other provisions or conditions hereof. This Agreement contains the entire agreement and understanding between Parties with respect to the subject matter of this Agreement and contains all the terms and conditions of the Parties' agreement and supersedes any other oral or written negotiations, discussions, representations, and/or agreements. No addition, modification, amendment, or alteration to this Agreement will be effective against the Parties unless specifically agreed upon in writing and signed by the Parties. This Agreement may be signed in one or more counterparts.

**9.4 Applicable Law; Venue; Attorney Fees.** This Agreement will be construed, applied, and enforced in accordance with the laws of the State of Oregon. Any action or proceeding arising out of this Agreement will be litigated in courts located in Crook County, Oregon. Each Party consents and submits to the jurisdiction of any local, state, or federal court located in Crook County, Oregon. With respect to any dispute relating to this Agreement, or if a suit, action, arbitration, or other proceeding of any nature whatsoever is instituted to interpret or enforce the provisions of this Agreement, including, without limitation, any proceeding under the U.S. Bankruptcy Code and involving issues peculiar to federal bankruptcy law or any action, suit, arbitration, or proceeding seeking a declaration of rights or rescission, each party is responsible for its own attorney fees, paralegal fees, expert fees, and all other fees, costs, and expenses incurred in connection therewith, as determined by the judge or arbitrator at trial, arbitration, or other proceeding, or on any appeal or review, in addition to all other amounts provided by law.

**9.5 Debts, Liabilities and Obligations.** All debts, liabilities and obligations of any of the Parties shall be and shall remain debts, liabilities and obligations of that or those Parties and shall not become debts liabilities and obligations of the other parties or of the Agency. All debts, liabilities and obligations incurred by or on behalf of the Agency shall remain debts, liabilities and obligations of the Agency.

**9.6 Person, Interpretation, Signatures.** For purposes of this Agreement, the term “person” means any natural person, corporation, limited liability company, partnership, joint venture, firm, association, trust, unincorporated organization, government or governmental agency or political subdivision, or any other entity. All pronouns contained herein and any variations thereof will be deemed to refer to the masculine, feminine, or neutral, singular or plural, as the identity of the parties may require. The singular includes the plural and the plural includes the singular. The word “or” is not exclusive. The words “include,” “includes,” and “including” are not limiting.

IN WITNESS WHEREOF, the Parties have caused this Agreement to be binding and effective for all purposes as of the Effective Date.

COUNTY:  
Crook County Board of Commissioners

CITY:  
City of Prineville

\_\_\_\_\_  
Seth Crawford, Judge

\_\_\_\_\_  
Steve Forrester, City Manager

\_\_\_\_\_  
Jerry Brummer, Commissioner

\_\_\_\_\_  
Brian Barney, Commissioner

## AGENDA ITEM REQUEST



**Date:**

December 23, 2022

**Meeting date desired:**

January 4 & 18, 2022

**Subject:**

Application 217-22-002171-PLNG - First and second readings of the proposed text amendments to Title 18 of the Crook County Code recommended by the Planning Commission.

**Background and policy implications:**

Briefly provide the background of the item and the policy implications.

**Budget/fiscal impacts:**

Budget implications would only include the cost to adopt the changes through the online code publishing company.

**Requested by:**

Brent Bybee, Planning Manager, [brent.bybee@crookcountyor.gov](mailto:brent.bybee@crookcountyor.gov), 541-447-3211

**Presenters:**

Brent Bybee, Planning Manager

**Legal review (only if requested):**

Review of the final orders

**Elected official sponsor (if applicable):**

N/A

## AGENDA ITEM REQUEST



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**Requested by:**

Brent Bybee, Planning Manager, [brent.bybee@crookcountyor.gov](mailto:brent.bybee@crookcountyor.gov), 541-447-3211

**Presenters:**

Brent Bybee, Planning Manager

**Legal review (only if requested):**

Review of the final orders

**Elected official sponsor (if applicable):**

N/A

**IN THE COUNTY COURT OF THE STATE OF OREGON  
FOR THE COUNTY OF CROOK**

**AN ORDINANCE AMENDING TITLE  
18 OF THE CROOK COUNTY CODE,  
ADOPTING ADDITIONAL PROCEDURAL  
CLARITY, STREAMLINING  
APPLICATION PROCESSES, AND  
EXPANDING OPTIONS FOR LOCAL  
RESIDENTS, AND DECLARING AN  
EMERGENCY**

**ORDINANCE 336**

**WHEREAS**, from time to time it is helpful to review the County’s land use planning code provisions, to identify areas where typos can be corrected, additional clarity for applicants can be provided, and efficiencies can be promoted in conduct of the County’s land use responsibilities; and

**WHEREAS**, the proposed changes described herein have been considered at a public hearing of the Crook County Planning Commission, which recommends that the County Court adopt such revisions.

**NOW, THEREFORE**, the Crook County Court ordains as follows:

**Section One:** The above recitals and exhibits are adopted into and made a part of this Ordinance No. 336 as the County’s findings of fact.

**Section Two:** Crook County Code section 18.08.030, “C definitions,” is amended to add an additional definition to read as depicted on the attached Exhibit A, with additions underlined and deletions ~~struck through~~.

**Section Three:** A new section, 18.124.160 “Domestic livestock kept solely for the purpose of a youth livestock project,” is added to the Crook County Code chapter 18.124, as depicted on Exhibit B.

**Section Four:** The Use Table for Crook County Code section 18.16.010, use 9 is added and uses 4.5 and 6.1 are amended to read as depicted on the attached Exhibit C, with additions underlined and deletions ~~struck through~~.

**Section Five:** Crook County Code section 18.16.040, “Dwellings not in conjunction with farm use,” is amended to read as depicted on the attached Exhibit D, with additions underlined and deletions ~~struck through~~.

**Section Six:** Crook County Code section 18.16.075, “Development standards,” is amended to read as depicted on the attached Exhibit E, with additions underlined and deletions ~~struck through~~.

**Section Seven:** Crook County Code section 18.164.030, “Procedure for taking action on a variance application,” is amended to read as depicted on the attached Exhibit F, with additions underlined and deletions ~~struck through~~.

**Section Eight:** Crook County Code section 18.172.110, “Appeals,” is amended to read as depicted on the attached Exhibit G, with additions underlined and deletions ~~struck through~~.

**Section Nine:** Crook County Code section 18.116.100, “Approval criteria,” is amended to read as depicted on the attached Exhibit H, with additions underlined and deletions ~~struck through~~.

**Section Ten:** Crook County Code section 18.172.020, “Application,” is amended to read as depicted on the attached Exhibit I, with additions underlined and deletions ~~struck through~~.

**Section Eleven:** Crook County Code section 18.172.060, “Director decisions and extensions,” is amended to read as depicted on the attached Exhibit J, with additions underlined and deletions ~~struck through~~.

**Section Eleven:** Crook County Code section 18.160.070, “Permit expiration dates,” is amended to read as depicted on the attached Exhibit K, with additions underlined and deletions ~~struck through~~.

**Section Eleven:** Crook County Code section 18.172.100, “Revocation or modification of permit,” is amended to read as depicted on the attached Exhibit L, with additions underlined and deletions ~~struck through~~.

**Section Twelve:** If any court of competent authority invalidates a portion of this Ordinance 336, the remaining portions will continue in full force and effect.

**Section Twelve:** Ordinance 336 being immediately necessary for health, welfare, and safety of the people of Crook County, and emergency is hereby declared to exist, and this Ordinance 336 shall become effective upon signing.

First Reading: \_\_\_\_\_

Second Reading: \_\_\_\_\_

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 2023

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Judge Seth Crawford

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Commissioner Jerry Brummer

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Commissioner Brian Barney

Vote:	Aye	Nay	Excused
Seth Crawford	—	—	—
Jerry Brummer	—	—	—
Brian Barney	—	—	—

## Exhibit A

### 18.08 Definitions

#### **18.08.030 C definitions**

“Commercial event or activity” means any meeting, celebratory gathering, wedding, party, or similar uses consisting of any assembly of persons and the sale of goods or services. It does not include agri-tourism. In CCC 18.16.055, a commercial event or activity shall be related to and supportive of agriculture.

## Exhibit B

### 18.160.124 Livestock Limitation

#### **18.124.160 Domestic livestock kept solely for the purpose of a youth livestock project**

- (1) Domestic livestock as defined in CCC 18.08.120, where permitted by zoning, kept solely for the purpose of a youth livestock project such as 4-H or FFA, may be exempted from the square footage requirements of the underlying zone, provided that the following conditions are complied with.
  - a. Evidence is provided to Community Development that the youth is officially enrolled in a youth livestock project such as 4-H or FFA and an outline of the planned project including animal types and numbers.
  - b. The youth livestock project must comply at all times with applicable sanitation control and other requirements. Failure to comply with sanitation control and other requirements may result in the cancellation of the exemption.

**Exhibit C**  
18.16.010 Use Table

Table 1. Use Table for Exclusive Farm Use (EFU)				
	Use	Use Type	Review Procedure	Subject To
<b>4</b>	<b>Mineral, Aggregate, Oil and Gas Uses</b>			
4.5	Processing as defined by ORS <a href="#">517.750</a> of aggregate into asphalt or Portland cement.	C	Planning Commission Hearing	<a href="#">18.16.015(10)</a> <a href="#">18.144</a>
<b>6</b>	<b>Utility/solid waste disposal facilities</b>			
6.1	Irrigation reservoirs, canals, delivery lines and those structures and accessory operational facilities, not including parks or other recreational structures and facilities, associated with a district as defined in ORS 540.505. <u>This provision does not include proposals within areas of special flood hazard, as identified by FEMA.</u>	<del>STS</del> <u>A</u>	<del>Notice and Opportunity for</del> Hearing <u>P</u>	
<u>9</u>	<u>Destination Resort</u>	<u>C</u>	<u>Planning Commission Hearing</u>	<u>18.116</u>

## Exhibit D

### 18.16.040 Dwellings Not in Conjunction with Farm Use

#### **18.16.040 Dwellings not in conjunction with farm use.**

(1) Nonfarm Dwelling. A nonfarm dwelling is subject to the following requirements:

(a) The dwelling or activities associated with the dwelling will not force a significant change in or significantly increase the cost of accepted farming or forest practices on nearby lands devoted to farm or forest use.

(2) Nonfarm Dwelling Suitability Standards.

(a) The dwelling, including essential or accessory improvements or structures, is situated upon a lot or parcel, or, in the case of an existing lot or parcel, upon a portion of a lot or parcel, that is generally unsuitable land for the production of farm crops and livestock or merchantable tree species, considering the terrain, adverse soil or land conditions, drainage and flooding, vegetation, location and size of the tract. A new parcel or portion of an existing lot or parcel shall not be considered unsuitable solely because of size or location if it can reasonably be put to farm or forest use in conjunction with other land; and

(b) A new parcel or portion of an existing lot or parcel is not “generally unsuitable” simply because it is too small to be farmed profitably by itself. If a parcel or portion of a lot or parcel can be sold, leased, rented or otherwise managed as a part of a commercial farm or ranch, then it is not “generally unsuitable.” A new parcel or portion of an existing lot or parcel is presumed to be suitable if it is composed predominantly of Class I – VI soils. Just because a new parcel or portion of an existing lot or parcel is unsuitable for one farm use does not mean it is not suitable for another farm use; or

(c) If the lot or parcel is under forest assessment, the dwelling shall be situated upon generally unsuitable land for the production of merchantable tree species recognized by the forest practices rules, considering the terrain, adverse soil or land conditions, drainage and flooding, vegetation, location and size of the parcel. If a lot or parcel is under forest assessment, the area is not “generally unsuitable” simply because it is too small to be managed for forest production profitably by itself. If a lot or parcel under forest assessment can be sold, leased, rented or otherwise managed as a part of a forestry operation, it is not “generally unsuitable.” If a lot or parcel is under forest assessment, it is presumed suitable if it is composed predominantly of soils capable of producing 20 cubic feet of wood fiber per acre per year. If a lot or parcel is under forest assessment, to be found compatible and not seriously interfere with forest uses on surrounding land it must not force a significant change in forest practices or significantly increase the cost of those practices on the surrounding land.

(3) The dwelling will not materially alter the stability of the overall land use pattern of the area. In determining whether a proposed nonfarm dwelling will alter the stability of the land use pattern in the area, the county shall consider the cumulative impact of nonfarm dwellings on other lots or parcels in the area similarly situated by applying the standards set forth in subsections (3)(a) through (c) of this section. If the application involves the creation of a new parcel for the nonfarm dwelling, the county

shall consider whether creation of the parcel will lead to creation of other nonfarm parcels, to the detriment of agriculture in the area by applying the standards set forth in subsections (3)(a) through (c) of this section.

(a) Identify a study area for the cumulative impacts analysis. The study area shall include at least 2,000 acres or a smaller area not less than 1,000 acres, if the smaller area is a distinct agricultural area based on topography, soil types, land use pattern, or the type of farm or ranch operations or practices that distinguish it from other, adjacent agricultural areas. Findings shall describe the study area, its boundaries, the location of the subject parcel within this area, why the selected area is representative of the land use pattern surrounding the subject parcel and is adequate to conduct the analysis required by this standard. Lands zoned for rural residential or other urban or nonresource uses shall not be included in the study area;

(b) Identify within the study area the broad types of farm uses (irrigated or nonirrigated crops, pasture or grazing lands), the number, location and type of existing dwellings (farm, nonfarm, hardship, etc.), and the dwelling development trends since 1993. Determine the potential number of nonfarm/lot of record dwellings that could be approved under CCC 18.16.035(1) and this section, including identification of predominant soil classifications, the parcels created prior to January 1, 1993, and the parcels larger than the minimum lot size that may be divided to create new parcels for nonfarm dwellings under ORS 215.263(4), 215.263(5), and 215.284(4). The findings shall describe the existing land use pattern of the study area including the distribution and arrangement of existing uses and the land use pattern that could result from approval of the possible nonfarm dwellings under this subsection; and

(c) Determine whether approval of the proposed nonfarm/lot of record dwellings together with existing nonfarm dwellings will materially alter the stability of the land use pattern in the area. The stability of the land use pattern will be materially altered if the cumulative effect of existing and potential nonfarm dwellings will make it more difficult for the existing types of farms in the area to continue operation due to diminished opportunities to expand, purchase or lease farmland, acquire water rights or diminish the number of tracts or acreage in farm use in a manner that will destabilize the overall character of the study area; and

(4) If a single-family dwelling is established on a lot or parcel as set forth in Use 2.4 in Table 1, no additional dwelling may later be sited under the provisions of this section.

(5) The dwelling will be sited on a lot or parcel created before January 1, 1993; if the lot or parcel was created after that date, the lot or parcel must have been approved through the provisions of CCC 18.16.070(3) or (4).

(6) Pursuant to ORS 215.236, a nonfarm dwelling on a lot or parcel in an Exclusive Farm Use zone that is or has been receiving special assessment may be approved only on the condition that before a building permit is issued the applicant must produce evidence from the County Assessor's office that the parcel upon which the dwelling is proposed has been disqualified under ORS 308A.050 to 308A.128 or other special assessment under ORS 308A.315, 321.257 to 321.390, 321.700 to 321.754 or 321.805 to 321.855 and that any additional tax or penalty imposed by the County Assessor as a result of disqualification has been paid.

~~(67)~~ All new nonfarm dwellings on existing parcels within the deer and elk winter ranges must meet the residential density limitations found in Wildlife Policy 2 of the Crook County comprehensive plan. Compliance with the residential density limitations may be demonstrated by calculating a one-mile radius (or 2,000-acre) study area. An applicant may use a different study area size or shape to demonstrate compliance with Wildlife Policy 2, provided the methodology and size of the study area are explained and are found to be consistent with the purpose of Crook County comprehensive plan Wildlife Policy 2.

~~(78)~~ All new nonfarm dwellings on existing lots or parcels proposed within the Paulina Ranches or Riverside Ranches subdivisions, which are in the county's EFU-1 zone and were created prior to January 1, 1993, shall require a minimum of 20 acres for the nonfarm dwelling.

(a) The 20-acre requirement for these subdivisions may be met either by a single lot or parcel which is at least 20 acres or through multiple, separate lots or parcels within the same subdivision in common ownership, which in the aggregate total 20 acres or more. For the purposes of this section, Riverside Ranch Unit 1 is treated as a separate subdivision and Riverside Ranch Units 2 and 3, together, are treated as a separate subdivision. The aggregation of lots or parcels for the purposes of this section must be contiguous in Paulina Ranches and Riverside Ranch Unit 1.

(b) Where multiple lots or parcels in common ownership are the basis to meet the 20-acre requirement, upon approval of a nonfarm dwelling and prior to the issuance of a building permit, the applicant/owner shall record a deed restriction with the county clerk limiting the further development of any lots or parcels used by the applicant/owner to meet the 20-acre requirement. (Ord. 330 § 8 (Exh. G), 2022; Ord. 326 § 3 (Att. A), 2021; Ord. 309 § 2 (Exh. C), 2019)

(9) The dwelling complies with such other conditions as the governing body or its designee considers necessary.

## Exhibit E

### 18.16.075 Development Standards

#### 18.16.075 Development standards

All dwellings and structures approved pursuant Table 1 shall be sited in accordance with this section.

(1) Lot Size Standards. Lot size shall be consistent with the requirements of CCC [18.16.070](#).

(2) In an EFU zone, the minimum setback of a ~~residence or habitable~~ structure shall be ~~100 feet from a property line~~.

(a) Front setback shall be

i. 20 feet from the property line, for a property fronting on a local minor collector or marginal access street.

ii. 30 feet from a property line fronting on a major collector ROW.

iii. 80 feet from an arterial ROW unless other provisions for combining accesses are provided and approved by the county.

(b) Each side setback shall be a minimum of 20 feet from property line, except corner lots where the side yard on the street side shall be a minimum of 30 feet.

(c) Rear setback shall be a minimum of 25 feet from property line.

(d) If a parcel in the EFU zone is nonbuildable as a result of the ~~habitable structure~~ setback requirements, the reviewing authority commission may consider a variance in accordance with CCC 18.164 conditional use application from the land owner to adjust the setback requirements to make the parcel buildable.

(3) ~~The minimum setbacks for all accessory structures are:~~

~~(a) Front yard setback shall be 20 feet for property fronting on a local minor collector or marginal access street, 30 feet from a property line fronting on a major collector ROW, and 80 feet from an arterial ROW unless other provisions for combining accesses are provided and approved by the county.~~

~~(b) Each side yard shall be a minimum of 20 feet, except corner lots where the side yard on the street side shall be a minimum of 30 feet.~~

~~(c) Rear yards shall be a minimum of 25 feet. (Ord. 309 § 2 (Exh. C), 2019)~~

## Exhibit F

### 18.164 Variances

#### **18.164.030 Procedure for taking action on a variance application.**

The procedure for taking action on an application for a variance shall be as follows

~~(1) A property owner may initiate a request for a variance by filing an application with the planning department, using forms prescribed pursuant to CCC [18.172.040](#). Application shall be filed 21 days prior to the planning commission meeting of submittal thereto.~~

~~(2) Before the planning commission may act on a variance application, it shall hold a public hearing thereon, following procedure as established in CCC [18.172.050](#).~~

~~(3) Within five days after a decision has been rendered with reference to a variance application, the planning director shall provide the applicant with written notice of the decision of the commission. (Ord. 18 § 7.030, 2003)~~

See Chapter 18.172 CCC for the procedure for taking action on a variance application.

## Exhibit G

### 18.172.110 Administration Provisions (Appeals)

#### **18.172.110 Appeals.**

- (1) Every land use decision relating to the provisions of this title made by the director, planning commission, or hearing officer is subject to review when appealed within 12 calendar days of the date the decision was mailed in accordance with state statutes and the following provisions.
- (2) The filing of an appeal in accordance with the provisions of this section initiates the appeal process and stays the order of the decision appealed. The process shall include appropriate public notice, a public hearing, and the preparation of findings by that authority which either affirms, amends, or reverses the decision appealed.
- (3) All hearings of appeal from an administrative determination shall be de novo.
- (4) All hearings of appeal from a planning commission final decision shall be based on the record made before the planning commission.
- (5) A final decision not to adopt a legislative matter is not appealable.
- (6) Appeals may be filed only by the following parties:
  - (a) The applicant or the authorized agent of the applicant; or
  - (b) Any person or county official testifying at the public hearing or who provided written comments may appeal a decision.
- (7) The appellate body may review a lower determination or decision upon its own motion by issuing a written order to that effect on the lower body within 10 working days of the date the determination or decision becomes final. The appellate body must cause notice to be given to the parties involved within three working days of the appellate body's order to review.
- (8) Appellate Body.
  - (a) The appellate body for appeals from administrative determinations of the director shall be the planning commission.
  - (b) The appellate body for appeals from final decisions of the planning commission shall be the county court, unless the county court orders the appeal be sent directly to the Oregon Land Use Board of Appeals as the final decision of the county.
  - (c) Appeals from decisions of the county court shall be in conformance with the applicable ORS provisions.
- (9) Filing Requirements.

(a) Appeals shall be complete and the appellate body shall have jurisdiction to hear the matter appealed if all the following occur:

(i) The appeal shall be in writing on the form prescribed by the director and shall contain:

(A) Name and address of the appellant(s)

(B) Reference to the application title and case number, if any.

(ii) A statement of the nature of the decision:

(A) A statement of the specific grounds for the appeal, setting forth the error(s) and the basis of the error(s) sought to be reviewed; and

(B) A statement as to the appellant's standing to appeal as an affected party.

(iii) Proper filing fee in accordance with CCC 18.172.050.

(iv) ~~The~~ Written notice of appeal and proper filing fee must be filed received at the office of the Crook County Community Development Department within 12 calendar days of the decision, no later than 4:00 PM the end of business on the twelfth day, with the appropriate person.

~~(A) To the planning commission from an administrative determination by the director;~~

~~(B) To the county court for appeals from final decisions by the planning commission.~~

(10) Notice and Hearing of the Appeal.

(a) If the director determines that the facts stated in the notice of appeal meet the requirement for a hearing, a time and date shall be set for such hearing ~~to be held not later than 60 calendar days after receipt of the notice of appeal.~~

(b) If the appeal is dismissed, the reasons will be provided in writing how the application has not met the requirements for an appeal. Upon dismissal, the appealed decision is final.

(c) If the appellate body is the county court, the county court may order the appeal sent directly to the Land Use Board of Appeals as the final decision of the county without an appeal hearing.

(d) For an appeal of a planning commission decision to the county court, at least 10 calendar days prior to the appeal hearing, the hearing authority shall give notice of time, place and the particular nature of the appeal. Notice shall be published in the newspaper and be sent by mail to the appellant(s), to the applicant (if different) and those persons who testified at the subject hearing where a hearing was held and affected parties in accordance with this section.

(e) For an appeal of an administrative decision to the planning commission, the notice requirements of CCC 18.172.070 shall apply.

(11) Transcript. The appellant shall provide a copy of the transcript of the relevant portions of the planning commission proceedings appealed from to the department seven calendar days before the hearing date set by the county court. The county court, in its sole discretion, may waive the requirement that the appellant provide a transcript for the appeal hearing. A request to waive the transcript requirement shall be made in writing to the Community Development Department no later than 14 days after filing appeal is filed. Nothing herein prevents the county court from waiving the transcript requirement on its own motion.

(12) Scope and Standard of Review of Appeal.

(a) On the Record Review. The appeal is not a new hearing; it is a review of the decision below. Subject to the exception in subsection (12)(a)(vi) of this section, the review of the final decision shall be confined to the record of the proceedings below, which shall include, if applicable:

(i) All materials, pleadings, memoranda, stipulations and motions submitted by any party to the proceeding and received by the planning commission as evidence.

(ii) All materials submitted by Crook County staff with respect to the application.

(iii) The transcript of the relevant portions of the planning commission hearing.

(iv) The written final decision of the planning commission and the petition of appeal.

(v) Written Argument (without introduction of new or additional evidence) may be submitted prior to the close of the appeal hearing by the applicant, appellants, and other parties of record. At the appellate body's discretion, they can elect to allow oral argument at the appeal hearing.

(vi) The appellate body may, at its option, admit additional testimony and other evidence from ~~a an interested party~~ or party of record to supplement the record of prior proceedings. The record may be supplemented by order of the appellate body or upon written motion by a party. The written motion shall set forth with particularity the basis for such request and the nature of the evidence sought to be introduced. Prior to supplementing the record, the appellate body shall provide an opportunity for all parties to be heard on the matter. The appellate body may grant the motion upon a finding that the supplement is necessary to take into consideration the inconvenience of locating the evidence at the time of initial hearing, with such inconvenience not being the result of negligence or dilatory act by the moving party.

(b) Standard of Review on Appeal. The burden of proof in a hearing shall be as allocated by applicable law. The burden shall remain with the applicant to show that relevant criteria were met for an application throughout the local appeal process. For an appeal on the record, an appellant shall have the burden to articulate reasons why the initial decision is in error.

(13) Appellate Decisions. Following hearing the appeal, the appellate body may affirm, overrule, or modify the decision and shall set forth findings showing compliance with applicable standards and criteria. The appellate body may also remand the decision with instructions to the planning commission, hearing officer or director who made the original decision to consider additional facts, issues or criteria not previously addressed.

(14) A decision made on remand is a new decision and may be appealed as described in subsections (1) through (13) of this section. (Ord. 330 § 10 (Exh. I), 2022; Ord. 321 § 4, 2020; Ord. 317 § 6, 2020; Ord. 236 § 5 (Exh. E), 2010; Ord. 231 § 1 (Exh. A), 2010; Ord. 18 § 9.110, 2003)

## Exhibit H

### 18.116.100 Destination Resort Overlay

#### **18.116.100 Approval criteria.**

The planning commission or county court shall approve a development plan for a destination resort if it determines that all of the following criteria are met:

(1) The tract where the development is proposed is eligible for destination resort siting, as depicted on the acknowledged destination resort overlay map.

(2) The development plan contains the elements required by CCC 18.116.080.

(3) The proposed development meets the standards established in CCC 18.116.040 or 18.116.050, qualifying as a destination resort or a small destination resort, respectively.

(4) The uses included in the destination resort are either permitted uses listed in CCC 18.116.060, or accessory uses listed in CCC 18.116.070 that are ancillary to the destination resort and consistent with the purposes of this chapter. (5) The development will be reasonably compatible with surrounding land uses, particularly farming and forestry operations. The destination resort will not cause a significant change in farm or forest practices on surrounding lands or significantly increase the cost of accepted farm or forest practices.

(5) The development will be reasonably compatible with surrounding land uses, particularly farming and forestry operations. The destination resort will not cause a significant change in farm or forest practices on surrounding lands or significantly increase the cost of accepted farm or forest practices.

(6) The development will not have a significant adverse impact on fish and wildlife, taking into account mitigation measures.

~~(7)(a)~~ The traffic study required by CCC 18.116.080(3)(g) illustrates that the proposed development will not significantly affect a transportation facility or will comply with subsection (7)(b) of this section.

(a) A resort development will significantly affect a transportation facility for purposes of this approval criterion if it would, at any point within a 20-year planning period:

(i) Change the functional classification of the transportation facility;

(ii) Result in levels of travel or access which are inconsistent with the functional classification of the transportation facility; or

(iii) Reduce the performance standards of the transportation facility below the minimum acceptable level identified in the applicable transportation system plan (TSP).

(b) If the traffic study required by CCC 18.116.080(3)(g) illustrates that the proposed development will significantly affect a transportation facility, the applicant for the destination resort shall assure that the development will be consistent with the identified function, capacity, and level of service of the facility through one or more of the following methods:

(i) Limiting the development to be consistent with the planned function, capacity and level of service of the transportation facility;

(ii) Providing transportation facilities adequate to support the proposed development consistent with Chapter 660 OAR, Division 12; or

(iii) Altering land use densities, design requirements or using other methods to reduce demand for automobile travel and to meet travel needs through other modes.

(c) Where the option of providing transportation facilities is chosen in accordance with subsection ~~(7)(6)~~(b)(ii) of this section, the applicant shall be required to provide the transportation facilities to the full standards of the affected authority as a condition of approval. Timing of such improvements shall be based upon the timing of the impacts created by the development, as determined by the traffic study or the recommendations of the affected road authority.

~~(8)(7)~~The water and sewer facilities master plan required by CCC 18.116.080(3)(b) illustrates that proposed water and sewer facilities can reasonably serve the destination resort.

~~(9)(8)~~ The development complies with other applicable standards of the county zoning ordinance. (Ord. 18 § 12.100, 2003)

## Exhibit I

### 18.172.020 Administration Provisions (Application)

#### 18.172.020 Application.

- (1) The applicant shall submit an application to the director on forms provided by the county.
- (2) An application is not considered accepted until all applicable fee(s) are paid to the county and all required materials of that application are submitted.
- (3) Acceptance of the application indicates only that the application is ready for processing and review. It does not represent the application has been deemed complete. Acceptance of an application shall not preclude a determination at a later date that additional criteria need to be addressed and/or that the application is incomplete.
- (4) An application is deemed to be complete when, in the judgment of the director, all applicable approval criteria have been adequately addressed in the application, supplemental materials provided by the applicant, and all applicable fees have been paid to the county.
- (5) If an application is incomplete, the director shall, within 30 days of accepting the application, notify the applicant in writing of what information is missing. The application will be deemed complete upon receipt of:
  - (a) All of the information.
  - (b) Some of the missing information and written notice from the applicant that no other information will be provided; or
  - (c) Written notice from the applicant that none of the missing information will be provided.
- (6) If the applicant submits the missing information within 180 days of the date the application was accepted in accordance with CCC 18.172.020(3) notice sent in subsection (5) of this section, the application shall be deemed complete upon receipt of the missing information.
- (7) For lands located within the urban growth boundary and for applications for mineral aggregate extraction, the approval authority shall act upon a completed application within 120 calendar days after the application is deemed complete ~~of the filing of a completed application~~. For all other permit applications, the approval authority shall act upon a completed application within 150 calendar days after the application is deemed complete ~~of filing of a completed application~~. Such time limitations can be extended with the consent of the applicant. (Ord. 330 § 10 (Exh. I), 2022; Ord. 317 § 6, 2020; Ord. 236 § 5 (Exh. E), 2010; Ord. 231 § 1 (Exh. A), 2010; Ord. 216 § 2, 2009; Ord. 18 § 9.020, 2003)

## Exhibit J

18.172.060 Director decisions and extensions.

### **18.172.060 Director decisions and extensions.**

#### (1) Administrative Decisions.

(a) Subject to ORS 215.416(11), the director shall have the authority to make an administrative determination on a land use application as set forth in specific zones in this title.

(b) After receiving a complete application for an administrative determination, the director shall make a determination and, if approved, issue a permit to the applicant in accordance with the requirements of ORS 215.427.

(c) The director shall cause a written notice of administrative determination and of the appeal procedure to be given to the applicant and to those persons who would have had a right to notice under this title if a hearing had been scheduled or who are adversely affected or aggrieved by the administrative determination. Such notice shall be given in accordance with the requirements of ORS 215.416(11).

#### (2) Approval Period and Extensions.

(a) A request for an extension to a land use approval shall be handled administratively by the director without public notice or hearing, and is not subject to appeal as a land use decision.

(b) A land use approval is void two years after the date the decision becomes final if the use approved in the permit is not initiated within that time period, except as provided in subsection (2)(c) of this section or as otherwise provided under applicable ordinance provisions.

(c) The approval period for conditional use permits issued under Chapter 18.160 CCC and the following dwellings in the exclusive farm use zones (Chapter 18.16 CCC, EFU, and Chapter 18.112 CCC, EFU-JA) and forest use zone (Chapter 18.28 CCC, F-1) is four years:

(i) Nonfarm dwelling;

(ii) Lot of record dwelling;

(iii) Large tract dwelling;

(iv) Template dwelling;

(v) Alteration, restoration or replacement of a lawfully established dwelling in the forest use zone;

(vi) Caretaker residences for public parks and public fish hatcheries.

(d) Except for the dwellings listed in subsection (2)(c) of this section, the director shall grant up to four two-year extensions to a land use approval regardless of whether the applicable criteria have changed (except where state law precludes), if:

(i) An applicant makes a written request for an extension of the development approval period; and

(ii) The request, along with the appropriate fee, is submitted to the county prior to the expiration of the approval period.

(e) Notwithstanding CCC 18.160.070, the director shall grant one two-year extension for a dwelling permit described in subsection (2)(c) of this section if the applicant submits the information required by subsections (2)(d)(i) and (ii) of this section. The director may grant up to five additional one-year extensions for a dwelling permit described in subsection (2)(c) of this section if:

(i) The applicant makes a written request for the additional extension prior to the expiration of an extension.

(ii) The applicable residential development statute has not been amended following approval of the permit.

(iii) An applicable rule or land use regulation has not been amended following the issuance of the permit, unless allowed by the county, which may require that the applicant comply with the amended rule or land use regulation.

(f) For all temporary uses granted under this title, the director shall grant one six-month extension.

(g) Approval of a modification to a land use approval pursuant to CCC 18.172.100 shall be treated as a new final decision for purposes of calculating the expiry provisions of subsections (2)(b) and (d) of this section and CCC 18.172.100(2).

(3) For the purposes of this section, the term "initiate" or "initiated" means that substantial construction towards completion of the conditional use permit has taken place. Substantial construction has occurred when the land and/or structure has been physically altered or the use changed, and such alteration or change is directed toward completion and is sufficient in terms of time, labor, or money spent to demonstrate a good faith effort to complete the development.

## Exhibit K

### 18.160.070 Permit expiration dates.

#### **18.160.070 Permit expiration dates.**

~~(1) A conditional use shall be void after four years unless development action has been initiated, the proposed use has occurred or the county has granted an extension of time in accordance with subsection (2) of this section.~~

~~(2) The county shall grant two-year extensions to the four-year time period set forth in subsection (1) of this section as planning director decisions pursuant to CCC 18.172.060(2).~~

~~(3) For the purposes of this section, the term "initiate development" means that substantial construction towards completion of the conditional use permit has taken place. Substantial construction has occurred when the land and/or structure has been physically altered or the use changed and such alteration or change is directed toward completion and is sufficient in terms of time, labor or money spent to demonstrate a good faith effort to complete the development. (Ord. 236 § 3 (Exh. C), 2010; Ord. 216 § 2, 2009; Ord. 178 §§ 1 – 3, 2007; Ord. 18 § 6.070, 2003)~~

Permit expiration dates and permit extensions for conditional uses are as stated in CCC 18.172.060.

## Exhibit L

### 18.172.100 Revocation or modification of permit

#### **18.172.100 Revocation or modification of permit.**

(1) The hearing authority may revoke or modify any permit granted under the provisions of this title on any one or more of the following grounds:

(a) For fraud, concealment, or misrepresentation or on the basis of wrong information supplied on the application, or given at a public hearing which materially relates to the reasons on which the permit was granted.

(b) The use for which such permit was granted is not being exercised within the time limit set forth by the commission or this title.

(c) The use for which such permit was granted has ceased to exist or has been suspended for one year or more.

(d) The permit granted is being or recently has been exercised contrary to the terms or conditions of such approval.

(e) The proposed modification will result in a change to the original proposal sought by the permittee or permittee's successor and meets the applicable standards specified in subsection (3) of this section.

(2) Any modified permit granted pursuant to this title shall become null and void if not exercised within the time period specified in such permit, or, if no time period is specified in the modified permit, subject to CCC 18.172.060. Appeals to higher state authorities challenging a modified permit approval shall toll the running of the periods provided in this section.

(3) ~~The hearing authority shall hold a public hearing on any proposed revocation or modification requested by the hearing authority or the permittee after giving written notice to the permittee and other affected persons as set forth in this title.~~ The hearing authority shall hold a public hearing on any proposed revocation or modification after giving written notice to the permittee and other affected persons as set forth in this title. The hearing on the decision, which is subject to revocation or modification, is subject only to either the standards, criteria and conditions that were applicable when the original permit was issued or in effect at the time of the revocation or modification, whichever is less restrictive. The hearing authority shall render its decision within 45 calendar days after the conclusion of the hearing. (Ord. 330 § 10 (Exh. I), 2022; Ord. 323 § 6 (Att. A), 2021; Ord. 317 § 6, 2020; Ord. 236 § 5 (Exh. E), 2010; Ord. 18 § 9.100, 2003)



**Crook County Community Development Department**  
**Planning Division**  
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Prineville, OR 97754  
(541)447-3211  
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**PLANNING COMMISSION RECOMMENDATION TO CROOK COUNTY COURT**  
**PROPOSED ZONING CODE AMENDMENTS 217-22-002171-PLNG**

**January 4, 2023**

**APPLICANT:** Crook County Community Development Department

**REQUEST:** Crook County staff identified code language updates to:

- Bring zoning ordinances into compliance with current State statutes and regulations;
- Provide clear and objective criteria within the zoning ordinance to provide for greater understanding of requirements;
- Allow for local flexibility in interpreting code language;
- Edit code language that is incorrect;
- Delete references to outdated or removed sections.

Specifically, the proposed code amendments consist of clarifying updates and housekeeping revisions to Title 18 of the Crook County Code. The proposal includes the following:

- Define a Commercial Event or Activity to align with the agri-tourism criteria to match state code, and provides clear direction to the public;
- Codify what has been a long-standing County policy Amends the criteria related to youth livestock projects;
- Amends the code to reflect state statute requirements for the disqualification of special assessment when a nonfarm dwelling has been approved, and allows additional conditions that are necessary.
- Update the Farm Use Table with correct links to applicable criteria for aggregate, clarifies and modifies review procedure to irrigation projects, and adds Destination Resort with use type, review procedure and link to applicable criteria;
- Directly links to the procedures within CCC 18.172 for Variance application;
- Within CCC 18.172: grammatical corrections; deadline for a Planning Commission to sign a final decision; clarification on the approval period for extensions.

The Planning Commission held a work session on November 9, 2022, to discuss the proposed changes and a public hearing on December 14, 2022. No testimony or exhibits were entered into the record, and they did not direct staff to make any further editorial changes.

**I. APPLICABLE CRITERIA**

**Oregon Revised Statutes**

**Chapter 197 Comprehensive Land Use Planning**

**ORS 197.610** - Submission of proposed comprehensive plan or land use regulation changes to Department of Land Conservation and Development

**FINDINGS:** Oregon Revised Statute (ORS) 197.610 applies to submission of proposed comprehensive plan or land use changes to the Department of Land Conservation and Development.

***Oregon Revised Statutes***

***Chapter 197 Comprehensive Land Use Planning***

***197.610 Submission of proposed comprehensive plan or land use regulation changes to Department of Land Conservation and Development; rules.***

*(1) Before a local government adopts a change, including additions and deletions, to an acknowledged comprehensive plan or a land use regulation, the local government shall submit the proposed change to the Director of the Department of Land Conservation and Development. The Land Conservation and Development Commission shall specify, by rule, the deadline for submitting proposed changes, but in all cases the proposed change must be submitted at least 20 days before the local government holds the first evidentiary hearing on adoption of the proposed change. The commission may not require a local government to submit the proposed change more than 35 days before the first evidentiary hearing.*

**FINDING:** The County submitted notice to the Department of Land Conservation and Development (DLCD) on November 9, 2022. Public notice was published in the Central Oregonian on November 17, 2022, for the initial Planning Commission hearing. Public notice was published in the Central Oregonian on December 20, 2022, for the initial County Court Public Hearing.

*(2) If a local government determines that emergency circumstances beyond the control of the local government require expedited review, the local government shall submit the proposed changes as soon as practicable, but may submit the proposed changes after the applicable deadline.*

**FINDING:** The county has not determined that emergency circumstances require an expedited review, and the applicable deadlines will be met. The criterion does not apply.

*(3) Submission of the proposed change must include all of the following materials:*

*(a) The text of the proposed change to the comprehensive plan or land use regulation implementing the plan;*

*(b) If a comprehensive plan map or zoning map is created or altered by the proposed change, a copy of the map that is created or altered;*

*(c) A brief narrative summary of the proposed change and any supplemental information that the local government believes may be useful to inform the director or members of the public of the effect of the proposed change;*

*(d) The date set for the first evidentiary hearing;*

*(e) The form of notice or a draft of the notice to be provided under ORS 197.763, if applicable; and*

*(f) Any staff report on the proposed change or information describing when the staff report will be available, and how a copy of the staff report can be obtained.*

**FINDING:** The November 9, 2022, submission to DLCD included a brief narrative summarizing the proposed changes, work session materials, the date for the first evidentiary hearing, and a draft public notice including information regarding the availability of a final staff report.

*(4) The director shall cause notice of the proposed change to the acknowledged comprehensive plan or the land use regulation to be provided to:*

*(a) Persons that have requested notice of changes to the acknowledged comprehensive plan of the particular local government, using electronic mail, electronic bulletin board, electronic mailing list server or similar electronic method; and*

*(b) Persons that are generally interested in changes to acknowledged comprehensive plans, by posting notices periodically on a public website using the Internet or a similar electronic method.*

**FINDING:** Public notice of the proposed hearing was provided in the Central Oregonian, made available to interested parties, and posted on the Crook County Community Development website. The proposal complies.

(5) When a local government determines that the land use statutes, statewide land use planning goals and administrative rules of the commission that implement either the statutes or the goals do not apply to a proposed change to the acknowledged comprehensive plan and the land use regulations, submission of the proposed change under this section is not required.

**FINDING:** The local government finds that the proposed text changes are editorial in nature, are intended to make County Code consistent with State law and provide clarity to the public. The proposed changes are supportive of Goal 1 (Citizen Involvement) by clarifying intent and removing improper citations. No other statutes or goals apply.

The proposed code changes are shown in Attachment A.

**II. RECOMMENDATION:** The Planning Commission has reviewed the proposed code changes and recommends the Crook County Court to adopt the proposed Code edits or to adopt the proposed Code edits with changes.

Respectfully,



Brent Bybee, Planning Manager  
Crook County Community Development Department



Michael Warren II, Chair  
Crook County Planning Commission



**Crook County**  
Community Development Department  
Planning Division  
300 NE 3rd Street, Room 12  
Prineville, OR 97754  
(541)447-3211

**Text Amendment**  
**Record number 217-22-002171-PLNG**

Notice is hereby given that the Crook County Court will hold public hearings at **9:00 a.m.** on **Wednesday, January 4 & 18, 2023** in the Crook County Meeting Room, 320 NE Court Street, Prineville, Oregon, to consider the following:

Amendments to Crook County Code to reflect scrivener's errors, including citations, remove incorrect information and better align with Oregon Revised Statutes. The hearing is being held pursuant to Crook County Code, Title 18 Zoning; Chapter 18.168 Legislative Amendments.

Written testimony or comments may be submitted to the Crook County Community Development Department by email at [Plan@co.crook.or.us](mailto:Plan@co.crook.or.us), and may also be submitted in person or by mail to 300 NE 3<sup>rd</sup> St, Room 12, Prineville, OR 97754. Written testimony received by December 28, 2022, at 4:00 pm, will be considered by staff prior to the issuance of the staff report and recommendation on this application. However, written testimony will continue to be accepted until the record closes, which may occur as soon as the conclusion of the public hearing. Failure to raise an issue in the hearing, in person or by letter, or failure to provide sufficient specificity to afford the decision maker an opportunity to respond to the issue precludes appeal to the Land Use Board of Appeals based on that issue.

The application, copies of submitted materials, and testimony are available by calling the planning department at 541-447-3211 or emailing us at [Plan@co.crook.or.us](mailto:Plan@co.crook.or.us). Documents are also available on the county court's website at no cost: <https://co.crook.or.us/county-admin>. Hard copies may be provided as well in accordance with the planning department's fee schedule. A copy of the staff report will also be available at the above link 7 days prior to the hearing at no cost, with hard copies available as well in accordance with the planning department's fee schedule.

Crook County encourages persons with disabilities to participate in all programs and activities. This event/location is accessible to people with disabilities. If you need accommodations to make participation possible, please call (541)447-3211.

**Crook County will be holding this hearing by WebEx conference call.**

**People may participate in the January 4 hearing by calling the following number: +1-408-418-9388, 126 320 5412 ## United States Toll**

**Meeting number (access code): 126 320 5412**

**Meeting password: VFmR4z4PaM3**

**Attendee ID: press #**

**Please call 541-447-3211 if you have questions.**

**People may participate in the January 18 hearing by calling the following number: +1-408-418-9388,**

**126 538 6281 ## United States Toll**

**Meeting number (access code): 126 538 6281**

**Meeting password: jEnpYBsq933**

**Attendee ID: press #**

**Please call 541-447-3211 if you have questions.**