

CROOK COUNTY WORK SESSION

**Administration Conference Room
203 NE Court Street, Prineville, OR**

Tuesday April 25, 2023 at 9 a.m.

**Members of the public and media are welcome to attend
in person or via Zoom 1-253-215-8782; Meeting ID: 962 4214 4333
Meeting Passcode: 970900**

Requester	Discussion Matter	Packet Docs
1	Public Comment	
2	Kelly Coffelt Consider contract award to High Desert Aggregate and Paving	✓
3	Jon Soliz Update the County Court Administration on the CAFFA Grant application	✓
4	Kim Barber Discuss appointments to the Compensation Committee	✓
5	Andy Parks Fiscal year 2024 budget calendar update	✓

Requester	Executive Discussion Matter	Packet Docs
Exec #1	ORS 192.660(2)(d) To conduct deliberations with persons designated by the governing body to carry on labor negotiations.	✓

Items placed on the Work Session agenda are intended for discussion only, without making decisions or finalizing documents unless an emergency exists.

**The Court may add additional items arising too late to be part of this Agenda. Agenda items may be rearranged to make the best use of time.*

**The meeting location is accessible to persons with disabilities. If additional accommodations are required, please submit your request 48 hours prior to the meeting by contacting County Administration at 541-447-6555.*

*Requests to be placed on the Work Session agenda are
due by 5 p.m. the Thursday before the Work Session*

April 25, 2023 Work Session Agenda



Agenda Item Request

Date:

April 19, 2023

Meeting date desired:

April 25, 2023, Work Session and May 3, 2023 Regular meeting

Subject:

Consider contract award to High Desert Aggregate and Paving in the amount of \$68,700 . Scope of work includes Crack sealing, cut, patch and repair of sinking storm drains at five locations in hangar area. Level and overlay asphalt over old, damaged chip sealed roadway. (Airport rd.)

Background and policy implications:

The airport facilities plan includes regular asphalt maintenance. This project is included in the plan and was recently bid. Two bids were received. Four companies were asked to bid the project although because of the broad scope of three different types of asphalt work only two companies responded. High Desert and Tri-County.

Budget/fiscal impacts:

This project is within the budgeted amount of \$75,000.

Requested by:

Kelly Coffelt, Airport Manager

Presenters:

Kelly Coffelt, Airport Manager

Legal review (only if requested):

NA

Attachments

Bids



TRI COUNTY PAVING

PROPOSAL & CONTRACT

CCB#189644, EST. 2010

PROJECT

PROJECT NAME: Prineville Airport Asphalt MaintenanceDATE: 4/5/2023SITE ADDRESS: 4585 Airport Way, Prineville

REVISION # & DATE:

CUSTOMER

OWNER/CONTRACTOR: Prineville AirportCONTACT: Kelly Coffelt

MAILING ADDRESS: _____

PHONE: 541-420-3789E-MAIL: kcoffelt@cityofprineville.com

ALT. E-MAIL OR FAX: _____

TRI COUNTY PAVING

CONTACT: Nick VernonADDRESS: PO Box 1621 Redmond, OR 97756PHONE: 541-280-4780OFFICE: 541-526-5800FAX: 541-647-6515E-MAIL: nvernon@tricountypaving.netWEB SITE: www.tricountypaving.net

ITEM	DESCRIPTION	QUANTITY	UNIT	UNIT \$\$	TOTAL \$\$
1	removal of existing asphalt, base material	1,693	sf	\$10.00	\$16,930.00
	installation as needed and preparation				
	for asphalt patching: 4" of new				
	compacted asphalt				
2	crack seal material application to	23,492	lf	\$0.95	\$22,317.40
	cracks and new pave/patch joints				
Grand Total					\$39,247.40

INCLUSIONS/EXCLUSIONS/NOTES

*inclusions: mobilization, CSS-1 tack application, saw cuts as needed, cleaning/prep of cracks, joints and surfaces; traffic control as needed

*exclusions: testing, rock hammering, permits, sand blasting cracks, 6690-1 Spec

*materials: base material (3/4"-0 state spec), asphalt (level 2, 1/2 inch dense mix w/ PG 64-28 binder), crack seal (material meeting ASTM D-1190 spe

*if scope is altered by owner/contractor more than 10%, TCP may review pricing and adjust accordingly

*please read the provided Consumer Protection Notice and Information Sheet as further details and instructions are listed regarding your project

*proposal valid thru 2023

TERMS & CONDITIONS

This proposal is made by Tri County Paving, LLC ("Seller") to Prineville Airport ("Purchaser").

Seller agrees to furnish all labor and materials completed in accordance with these specifications. All material is guaranteed to be as specified and all work is to be completed in a workmanlike manner according to standard practices. A limited one-year warranty on all materials and workmanship applies. Any alteration or deviation from the above specifications involving additional cost or risk to Seller will be performed only upon execution of a written change order agreed to between Purchaser and Seller, which will include any additional costs, compensation, charges and required extensions of time for performance over and above the estimate. Seller's employees are fully covered by workers' compensation insurance. Purchaser agrees to pay Seller for materials, labor and equipment used or to be purchased under this contract, plus any charges for additional materials, labor and equipment covered under a written change order. Payment is due upon Purchaser's receipt of invoice. A late charge of 1.5% per month (18% per annum) may be charged on all past due accounts over 30 days. Seller may stop all work hereunder if any account or other payable hereunder becomes 30 or more days past due and Seller shall not be responsible for any cost or delay arising from such discontinued work. Notice is hereby provided to Purchaser that a lien may be filed for material, labor and/or equipment furnished by Seller. Any and all costs associated with the collection of monies due Seller under this contract and/or written change orders will be the responsibility of Purchaser. Seller shall not be responsible for any loss or delay in performance arising from causes beyond the control of Seller (including, but not limited to, delay in delivery of materials or goods, fire, flood, strike or other casualty or act of God) or as a result of Purchaser's negligence or interference. In the event the parties become involved in litigation or arbitration, the prevailing party shall be fully compensated for its reasonable costs arising thereunder, including attorneys' fees and experts' fees. This contract shall constitute the entire agreement between the parties with respect to the subject matter contained herein. All notices which may be required under this contract shall be in writing and delivered by U.S. mail at the respective address listed above. This contract may be executed in one or more counterparts, which may be delivered by facsimile or other electronic means, and each of which will be deemed an original. By signing below the Purchaser is acknowledging receipt of the Construction Protection Notice.

ACCEPTANCE OF PROPOSAL- The above prices, specifications and other terms and conditions contained herein are satisfactory and are hereby accepted by the parties.

PURCHASER

Prineville Airport

SIGNATURE: _____

PRINT NAME: _____

DATE: _____

SELLER

Tri County Paving, LLC

SIGNATURE: _____

PRINT NAME: _____

TITLE: _____

Nick VernonNick VernonEstimator



Consumer Protection Notice

Actions to help make your project successful

f:CPN 4-26-2011
(ORS 701.330 (1))

Oregon law requires contractors to provide the homeowner with this notice at the time of written contract, for work on a residential structure. This notice explains licensing, bond and insurance requirements, and steps that consumers can take to help protect their interests.

START OUT YOUR PROJECT RIGHT

1. **Make sure your contractor is properly licensed** before you sign a contract. Visit www.oregon.gov/ccb, and click on the link, **Check on a Contractor's License**, or call our offices at 503-378-4621. To be licensed in Oregon, contractors must take training and pass a test on business practices and law. Licensing is not a guarantee of the contractor's work.

● **A license requires the contractor to maintain a surety bond and liability insurance** -

The CCB surety bond provides a limited amount of financial security if the contractor is ordered to pay damages in contract disputes. It is not intended to be a safety net for consumer damages.

Consumers with large projects may wish to look into performance bonds. Liability insurance coverage provides for property damage and bodily injury caused by the contractor. It does not cover contract disputes, including poor workmanship.

● **If your contractor is not licensed** - the CCB bond and dispute resolution services will not be available to you.

2. **What you should know about bids, contracts, and change orders:**

● **Bids** - *Do not automatically accept the lowest bid* - A low bid may make it necessary for the contractor to use lower quality materials and to cut corners in workmanship.

● **Contracts and Change Orders** - *Always get it in writing*. Your contractor is required to provide a written contract if the contract price is more than \$2000. The CCB recommends that all contracts be in writing.

● **Contracts should be as detailed as possible** - Some items to include are materials and costs, permits, estimated start and completion dates, debris removal, and arbitration clauses. Make sure the contractor's name, CCB number, and contact information is included in the contract.

● **Read and understand your contract before signing it** - Don't be pressured into signing your contract without taking the time needed to go through it. Make sure it includes enough details to avoid misunderstandings and to protect you and your property.

3. **Additional contract information you should know:**

● **A Payment Schedule** - should be included in the contract. Stick to the schedule and never pay in full for a project before the work is complete.

● **Special Note on Liens** - Subcontractors and material suppliers that work on your project are often paid by the general contractor. If a general contractor fails to pay, the subcontractor may file a lien on your property. For information on construction liens, visit the CCB's Consumer Help Page at www.oregon.gov/ccb, or contact an attorney.

● **Warranty on new residential construction** - Contractors must make an offer of a warranty when constructing a new residential structure. Consumers may accept or refuse the warranty.

4. **If you should have a problem with your contractor** - You can file a complaint with the CCB against a licensed contractor within one year of the substantial completion of work on your project. Contact the CCB office at 503-378-4621 for help.

Visit the CCB website at for more information on having a successful project. www.oregon.gov/ccb

Contractor CCB# 189644

Tri County Paving, LLC

Jeff Curl - Member 1/1/2023



Tri County Paving, LLC
 PO Box 1621, Redmond OR 97756
 ph 541-526-5800
 www.tricountypaving.net

To Our Valued Customer,

Thank you for the opportunity to provide you with a quote. Below is some information regarding our products and services and some instructions if you decide to use our company to complete your project.

General Information	
Scheduling	You will be contacted soon after our receiving your signed contract. We will inform you of the month and week the project will begin. You will also be contacted the Friday before the scheduled week to touch base and to tentatively schedule the day of arrival. If you have specific requests regarding the schedule and timing of your project, we will work with you in order to accommodate your request.
Payment	You will be billed upon completion for the provided work and your invoice will be e-mailed unless standard mail is requested. No pre-work deposit is necessary. We expect payment upon receipt of invoice. <u>We do not accept credit cards.</u>
Warranty	All of our products and services come with a one year limited warranty. If you are having issues with any part of the work, we will respond quickly to resolve the issue.
Paving Projects	
Products	Most projects will include base material installation under the new asphalt. The base rock used is 3/4"-0 commercial or state spec. The asphalt installed will be a Level 2, 1/2" dense mix with PG 64-28 oil unless an alternative mix is specified. If shoulder material is included on your project, 3/4"-0 commercial or state spec will be used.
Application	Base material (if applicable) will be installed to grade using either a grade tractor or large grader depending on the size and scope of your project. Compaction will be achieved through a combination of watering and rolling with a 5 or 7 ton roller and plate compactor. Asphalt will be installed to grade using a 8' or 10' wide hard screed paving machine and a combination of shovels and rakes will be used to level areas and finish joints. Compaction will again be achieved using a 5 or 7 ton roller and plate compactor. If applicable, a large conveyor truck or road widener will be used to install shoulder material followed with watering and rolling to tighten the material to the edge of the new asphalt.
Post Work & Maintenance	Your project will be ribboned off to prevent traffic on the new asphalt. Please allow 48 hours before you start driving on the pavement. The new asphalt is in a continual state of curing and hardening so during the first 2 years after application (in the warmer months), do not turn your tires while sitting stationary. In other words, <u>BE ROLLING WHEN TURNING.</u> Inevitably some scuffing and wear will occur, however, seal coating the pavement will hide these blemishes and provide a 'like new' surface once again. <i>We recommend seal coating the asphalt 2 years after installation to allow for curing prior to application.</i>
Crack Sealing & Seal Coating Projects	
Products	The crack seal product used meets ASTM D-1190 spec and it is a hot-applied liquid. It is a rubberized sealant that creates a positive seal and allows for the expansion and contraction of the joint or crack. The seal coat product used is Seal Right- Master Seal and it is an emulsified asphalt product. It contains 60% solids and has a bulk density of 10 lbs/gallon. Seal coat is applied to slow pavement oxidation and wear from weather conditions. This particular product by Seal Right is used by multiple agencies in the region.
Preparation	We will clean all surfaces prior to doing the work. We use wire brooms and high powered blowers to clean the cracks and surface removing all dirt and debris.
Application	We normally apply crack seal material using the 'shoe' method which leaves a narrow, slightly elevated band over the crack. The 'shoe' method provides longer resistance to crack reflection as it leaves an extra amount of material over the crack. Future applications may be required as some cracks could re-open in 1 to 2 years following initial application. We do not crack seal minute hairline cracks nor do we crack seal the joint between concrete and asphalt. Unless prescribed otherwise, the seal coat is applied by hand squeegee or with a squeegee machine called a 'buggy'. Both methods lay the material into a thin, even coat, filling voids and sealing the surface area. The material is hand-cut around edges, concrete and pavers to insure complete coverage. Once applied, it leaves a deep black color to asphalt and protects the surface from UV rays and water damage. We recommend resealing on average every 5 years. It must be noted that seal coat does not completely hide the crack seal material's texture or color.
Post Work	Allow 1 hr after the application of crack seal before driving on it. You can expect the material to be slightly soft and pliable on warmer days after installation during the first season. After the seal coat has been applied you will need to allow 24 hrs minimum cure time. During this period avoid walking or driving on the surface. Also, all watering systems must be turned off during this cure time. Tri County Paving will not warrant the work if irrigation comes in contact with the application during this 24hr window. During the first month after application, do not rotate the car tires while sitting stationary. Once again, <u>BE ROLLING WHEN TURNING.</u> If some scuffing does occur, it will disappear in time with continued use.



TRI COUNTY PAVING PROPOSAL & CONTRACT

CCB# 189644, EST. 2010

PROJECT

PROJECT NAME: Prineville Airport Asphalt MaintenanceDATE: 4/5/2023SITE ADDRESS: 4585 Airport Way, Prineville

REVISION # & DATE:

CUSTOMER

OWNER/CONTRACTOR: Prineville AirportCONTACT: Kelly Coffelt

MAILING ADDRESS:

PHONE: 541-420-3789E-MAIL: kcoffelt@cityofprineville.com

ALT. E-MAIL OR FAX:

TRI COUNTY PAVING

CONTACT: Nick VernonADDRESS: PO Box 1621 Redmond, OR 97756PHONE: 541-280-4780OFFICE: 541-526-5800FAX: 541-647-6515E-MAIL: nvernon@tricitypaving.netWEB SITE: www.tricitypaving.net

ITEM	DESCRIPTION	QUANTITY	UNIT	UNIT \$\$	TOTAL \$\$
1	bump grinding for asphalt take off and , asphalt landing , and cleaning the surface of the asphalt in preparation of asphalt overlay	1	ls	\$4,250.00	\$4,250.00
2	patch the pot hole areas, tack remaining asphalt surface, prelevel 5' of asphalt and install 1.5' of compacted asphalt as per existing foot print	2,713	sy	\$10.75	\$29,164.75
3	crack seal material application to new pave/patch joints	1	ls	\$400.00	\$400.00
Grand Total					\$33,814.75

INCLUSIONS/EXCLUSIONS/NOTES

*inclusions: one mobilization, CSS-1 tack application, cleaning/prep of joints

*exclusions: prep work, saw cuts, prime coat, weed sterilants, testing, traffic control, paving risers, permits, striping

*materials: asphalt (level 2, 1/2 inch dense mix w/ PG 64-28 binder), crack seal (material meeting ASTM D-1190 spec)

*proposal based on plans dated:

*miscellaneous asphalt patching to be priced separately

*if scope is altered by owner more than 10%, TCP may review pricing and adjust accordingly

*proposal based on non-prevailing wage rates

*advertised bid date -

*additional mobilizations - \$925.00/each

*proposal valid thru 2023

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Prineville Airport

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PURCHASER

Prineville Airport

SIGNATURE: _____

PRINT NAME: _____

DATE: _____

SELLER

Tri County Paving, LLCSIGNATURE: Nick VernonPRINT NAME: Nick VernonTITLE: Estimator



Consumer Protection Notice

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f:CPN 4-26-2011
(ORS 701.330 (1))

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Contractor CCB# 189644

Tri County Paving, LLC

Jeff Curl - Member 1/1/2023



Tri County Paving, LLC
 PO Box 1621, Redmond OR 97756
 ph. 541-526-5800
www.tricountypaving.net

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Products	Most projects will include base material installation under the new asphalt. The base rock used is 3/4"-0 commercial or state spec. The asphalt installed will be a Level 2, 1/2" dense mix with PG 64-28 oil unless an alternative mix is specified. If shoulder material is included on your project, 3/4"-0 commercial or state spec will be used.
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Preparation	We will clean all surfaces prior to doing the work. We use wire brooms and high powered blowers to clean the cracks and surface removing all dirt and debris.
Application	We normally apply crack seal material using the "shoe" method which leaves a narrow, slightly elevated band over the crack. The "shoe" method provides longer resistance to crack reflection as it leaves an extra amount of material over the crack. Future applications may be required as some cracks could re-open in 1 to 2 years following initial application. We do not crack seal minute hairline cracks nor do we crack seal the joint between concrete and asphalt. Unless prescribed otherwise, the seal coat is applied by hand squeegee or with a squeegee machine called a "buggy". Both methods lay the material into a thin, even coat, filling voids and sealing the surface area. The material is hand-cut around edges, concrete and pavers to insure complete coverage. Once applied, it leaves a deep black color to asphalt and protects the surface from UV rays and water damage. We recommend resealing on average every 5 years. It must be noted that seal coat does not completely hide the crack seal material's texture or color.
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AGENDA ITEM REQUEST



Date:

4/19/2023

Meeting date desired:

4/25/2023

Subject:

Update the County Court Administration on the CAFFA Grant application



Background and policy implications:

The CAFFA Grant is a statewide Grant for County Assessment Function Funding Assistance which we participate in annually upon application.



Budget/fiscal impacts:

No budgetary cost involved. There is potential to not receive as much though, due to a lessening of funding into the Grant program.

Requested by:

Jon Soliz, Crook County Assessor, jon.soliz@crookcountyor.gov #541-447-4133

Presenters:

Jon Soliz, Crook County Assessor

Legal review (only if requested):

N/A

Elected official sponsor (if applicable):

/ N/A

AGENDA ITEM REQUEST



Date:

April 20, 2023

Meeting date desired:

April 25, 2023

Subject:

Appointment to 2023 Compensation Committee

Background and policy implications:

The Compensation Committee is formed each year to consider recommendations for the compensation of elected officials in Crook County. +

Budget/fiscal impacts:

N/A

Requested by:

Kim Barber - Human Resources Director

Presenters:

Kim Barber

Legal review (only if requested):

N/A

Elected official sponsor (if applicable):

N/A

Board or Committee: Compensation Committee

Deadline for applications: 12 pm on April 14, 2023

Highlighted = LATE

Full Name	Day and Time Received	Application Received
Ron Jackson	April 3 rd at 10:10 am	X
William Anderson	April 12 th at 10 am	X
Darla Rhoden	April 14 th at 11:35 am	X
Liz Schuette	April 14 th at 11:43 am	X
Steven Miller	April 14 th at 1:30 pm	X

**GENERAL APPLICATION TO SERVE ON A CROOK COUNTY
COURT-APPOINTED BOARD OR COMMITTEE**

Position applied for: Public Employees Compensation Board
 Name: Ron Jackson
 Address: 35100 NE Ochow Hwy
Prineville, OR
 Phone Number: (360) 281-7773
 Email: ron@ronm-jackson.com

Please list any relevant experience you may have that would make you effective in the position:

No PAST Experience, College Degree
IN Public Boards, From Oregon

Why do you wish to serve in this position?

To Serve

A letter of interest may be submitted in lieu of this form.

**GENERAL APPLICATION TO SERVE ON A CROOK COUNTY
COURT-APPOINTED BOARD OR COMMITTEE**

Position applied for: Elected Official Compensation Committee
Name: William R. Anderson
Address: 11876 SW Lodi Ct
Powell Butte, OR 97753
Phone Number: 541.480.5799
Email: btstarkey22@gmail.com

Please list any relevant experience you may have that would make you effective in the position:

Retired from Mid Oregon Credit Union after 29 years as CEO. Formerly a citizen member of the Deschutes County Budget Committee which also constituted the elected officials compensation committee.

Why do you wish to serve in this position?

I have the interest, the time and the experience to effectively discharge the duties as a member of this committee. I am interested in contributing my time and expertise for the benefit of the residents of Crook County

A letter of interest maybe submitted in lieu of this form.

**GENERAL APPLICATION TO SERVE ON A CROOK COUNTY
COURT-APPOINTED BOARD OR COMMITTEE**

Position applied for: Compensation Board
Name: Darla Rhoden
Address: 2250 South Main Street
Mailing PO Box 460, Prineville, OR 97754
Phone Number: 541-419-5555
Email: drr.ranch@yahoo.com

Please list any relevant experience you may have that would make you effective in the position:

I have 23 years experience in Human Resources and Compensation Packages

Why do you wish to serve in this position?

Find a Compensation package that will motivated employees and keep their morale and job satis

A letter of interest maybe submitted in lieu of this form.

**GENERAL APPLICATION TO SERVE ON A CROOK COUNTY
COURT-APPOINTED BOARD OR COMMITTEE**

Position applied for: Compensation Board
Name: Liz Schuette
Address: 3940 SE Riverview Rd
Prineville
Phone Number: 541.771.9018
Email: lizbethschuette@gmail.com

Please list any relevant experience you may have that would make you effective in the position:

Retired Finance Director, City of Prineville. Board member approximately 4 years.

Why do you wish to serve in this position?

Continue to provide your expertise and background to help the County.

A letter of interest maybe submitted in lieu of this form.

**GENERAL APPLICATION TO SERVE ON A CROOK COUNTY
COURT-APPOINTED BOARD OR COMMITTEE**

Position applied for: Compensation Committee
Name: Steven Miller
Address: 4674 NW Charles Rd
Prineville OR 97754
Phone Number: 541-390-4746
Email: smiller75@msn.com

Please list any relevant experience you may have that would make you effective in the position:

50+ years of business owner with up to 75 employees,
or at times supervising multi-million dollar
projects with 60+ employees.

Why do you wish to serve in this position?

I feel community service is important and I have
been out of the loop for a while.

A letter of interest maybe submitted in lieu of this form.



Agenda Item Request

Date:

April 20, 2023

Meeting date desired:

April 25, 2023, Work Session

Subject:

Fiscal year 2024 budget calendar update.

Background and policy implications:

Due to scheduling conflicts we need to reschedule the budget committee meetings. Staff is in the process of coordinating schedules with committee members. We will update the Court at the work session on proposed dates.

Budget/fiscal impacts:

None

Requested by:

Andy Parks

Presenters:

Andy Parks

Legal review (only if requested):

NA

Elected official sponsor (if applicable):

NA