CROOK COUNTY WORK SESSION

Administration Conference Room 203 NE Court Street, Prineville, OR

Wednesday May 10, 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

Discussion Matter Requester **Packet Docs** 1 **Public Comment** Discussion with-Friends of the Crook County Dennis Hilderbrand 2 Fairgrounds regarding the old H barn Joe Viola 3 Discuss Bids for Courthouse Electrical Service Upgrade Advantage Dental MOU Amendment requiring certified Katie Plumb 4 interpreters Discussion regarding proposed fee changes for Will VanVactor 5 Community Development Internal Services Charges to Extension Services District 6 **Andy Parks** - Building ownership change 7 **Andy Parks** Space Needs Assessment - Draft Findings **Andy Parks** Requested rate increase - Republic Services 8 9 **Andy Parks** Discussion regarding County ERP

Requests to be placed on the Work Session agenda are due end of day the Wednesday before the Work Session

10	Casey Daly	Change order related to building under contract	
11	Will VanVactor	TSP Update	
12	Andy Parks/Sarah Puerner	Prineville Lake Acres Unit I Road District Board Appointment	

Requester	Executive Discussion Matter	Packet Docs
Exec #1		

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

Requests to be placed on the Work Session agenda are due end of day the Wednesday before the Work Session

^{*}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.



AGENDA ITEM REQUEST

Date:

April 24, 2023

Meeting date desired:

Wednesday, May 10, 2023 Work Session Meeting

Subject:

Consider contract award to Aspen Ridge Electric, Inc. for the Courthouse Electrical Service Upgrade. Facilities received (2) proposals and the low bidder was Aspen Ridge Electric at \$45,750.

Background and policy implications:

This scope of work will provide needed safety measures and future electrical upgrade potential for the Courthouse. Pacific Power increased the size of the power lines going into the Courthouse last summer when the electrical demand in the building caused the old wires to fail. This increased electrical potential requires upgraded electrical panels to protect the building and occupants from another unexpected power surge.

Budget/fiscal impacts:

This upgrade will be funded through the Capital Projects fund.

Requested by:

Joe Viola, Facilities Director, jviola@crookcountyor.gov, 541-416-3811

Presenters:

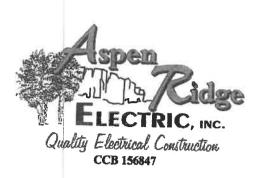
Joe Viola

Legal review (only if requested):

Completed April 20, 2023

Elected official sponsor (if applicable):

N/A



April 19, 2023

Attn: Joe Viola

Crook County

RE: CC Courthouse Service Upgrade

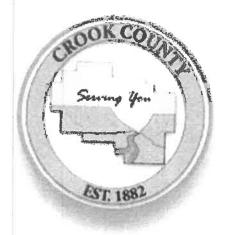
Our price for the electrical installation of the new service for the above project as shown on the drawing E-3 dated 12/9/22 by Marris Maierle, and revised per addenda #3. This is for a 400a. 3phase 120/240v overhead feed and intercepting the existing service as shown.

Price: \$45,750

All work is figures done during normal working hours with the exception of the service cut-over, cutting patching, excavation, backfill, utility charges and bollards if required are excluded. We is figuring capping the existing overhead conduits only.

Sincerely.

Jeff Manley



BIDDER'S PROPOSAL

CROOK COUNTY COURTHOUSE ELECTRICAL SERVICE UPGRADE

Crook County, Oregon Spring 2023

PROJECT INFORMATION

Project Name:

Date of Issue:

Project County:

Department:

Project Manager:

Crook County Courthouse Electrical Service Upgrade

February 28, 2023

Crook County, Oregon

Crook County Facilities

Joe Viola, Facilities Director

541-416-3811; Cell: 541-480-7746



CROOK COUNTY, OREGON INVITATION TO SUBMIT BID PROPOSALS CROOK COUNTY COURTHOUSE ELECTRICAL SERVICE UPGRADE

NOTICE IS HEREBY GIVEN that Crook County, through its County Court, will open competitive proposals for the Crook County Courthouse Electrical Service Upgrade project pursuant to ORS 279C.300 et seq. **Proposal will be received until Wednesday, March 22, 2023, at 1:00 p.m.**, according to the official clock located in the Crook County Administration Office. Each proposal should be marked "Courthouse Electrical Service Upgrade," and either hand-delivered to the Crook County Administration Office, 203 NE Court St., Prineville, OR 97754, or mailed to Crook County, Attn: Facilities Department, 300 NE 3rd St., Prineville, OR 97754. Crook County Facilities Director Joe Viola is designated as the person to receive bids. **The bid opening will take place at 3:05 p.m. on Wednesday, March 22, 2023**, at the Crook County Administration Office, 203 NE Court St., Prineville, OR 97754. There will be a mandatory pre-bid meeting at 9:00 a.m. on **March 8, 2023**, at the Courthouse south entrance at 300 NE 3rd St., Prineville, OR 97754. It is anticipated that final award will be announced during a County Court public meeting at 9:00 on **April 5, 2023**.

Complete bidding documents and any addenda are available at no cost at http://www.co.crook.or.us/Departments/Administration/BidInformation/tabid/2000/Def ault.aspx or by contacting Joe Viola, Facilities Director, Ph. (541) 416-3811; Email: joe.viola@CrookCountyOR.gov. Joe Viola is designated as the person to whom all inquiries regarding this project must be directed.

Each bid must be submitted in accordance with the County's bid packet and accompanied by a cashier's check, certified check, irrevocable letter of credit or bid bond, payable to Crook County, in an amount not less than **ten percent (10%)** of the amount bid. Each bid shall be submitted in a lump sum amount.

Crook County reserves the right to accept the bid and award the contract to the lowest responsible bidder which is in the best interests of the County, to postpone the acceptance of bids received and the award of the contract for a period not to exceed thirty (30) days, or to reject any and all bids received and further advertise for bids.

No bids shall be received or considered by the County unless the bidder is registered with the Construction Contractor's Board. The bidder must identify whether it is a resident bidder under ORS 279C.365(h).

This <u>is</u> a public works contract subject to ORS 279C.800 to 279C.870 or if applicable, the federal prevailing rate of wage required under the Davis-Bacon Act (40 USC 276(a)).

1	INSTRUCTIONS TO BIDDERS
Th su to,	nis checklist has been prepared and furnished to aid Bidders in including all necessary pporting information with their bid. Bidders' submittals shall include, but are not limited the following:
Su	bmit with Bid:
	1. Proposal (Bid) Fully Executed 2. Bidder's Certificate 3. Bid Bond or Other Security X X
Sub	omit within 2 Hours after Bid Submittal
	First-Tier Subcontractors Disclosure
	PROPOSA L
TO:	Crook County
AD	DRESS:300 NEThird Street, Prineville, Oregon 97754
PRO	OJECT TITLE: Crook County Courthouse Electrical Upgade
	der's person to contact for additional information on this bid:
Nan	ne: Jeff Manley Company: Aspen Ridge Electric, Inc.
Add	ress: 2602 SE 1st Street, Suite B Redmond, OR 97756 Telephone: 541-548-1674
	Fax: N/A NS#: CAGE Code: (Optional)
Bidde (feel f	er's lump sum bid for the Crook County Courthouse Electrical Service Upgrade is: \$45,750
A. B. C. D. E. F.	Iditional information regarding this proposal, see the sample contract. The Exhibits attached accorporated into this Proposal are: Bidder's Certificate Bid Bond First-Tier Subcontractors Disclosure Form Sample Contract with Exhibits Payment Bond Performance Bond Statutory Public Works Bond

PROPOSAL – Crook County Courthouse Electrical Service Upgrade PAGE | 1 OF 7

1. OVERVIEW OF SCOPE OF WORK

- 1. COORDINATE WITH THE UTILITY (PACIFIC POWER) TO PROVIDE NEW BURIED SECONDARY FEED FROM POLE MOUNT TRANSFORMERS TO NEW SERVICE ENTRANCE GEAR.
- 2. PROVIDE CURRENT TRANSFORMER (C/T) ENCLOSURE WITH ALL HARDWARE AND EQUIPMENT AS REQUIRED FOR AN 800A, 240/120V, THREE-PHASE, FOUR-WIRE, CENTER-TAPPED DELTA SYSTEM. ENSURE THERE IS PROVISION FOR (1) 400A DISCONNECT SWITCH BEING INSTALLED NOW AND FOR (1) ADDITIONAL 400A DISCONNECT SWITCH TO BE INSTALLED IN THE FUTURE.
- 3. COORDINATE WITH THE UTILITY TO REMOVE EXISTING C/T'S AND DEMO EXISTING C/T ENCLOSURE IN BOILER ROOM. PROVIDE NEW METER SOCKET.
- 4. PROVIDE A SERVICE ENTRANCE RATED 400A FUSED DISCONNECT SWITCH WITH NEMA 3R ENCLOSURE. PROVIDE 400A, CURRENT LIMITING FUSES WHICH WILL LIMIT AVAILABLE FAULT CURRENT FROM THE UTILITY TO LEVELS THAT ARE ACCEPTABLE FOR THE EXISTING PANEL NDP AND THE BREAKERS IN IT.

2. PROCUREMENT TIMETABLE

Procurement document for bidding will be available: February 28, 2023, at 1:00 p.m.

Proposal Due Date: Wednesday, March 22, 2023 at 1:00 p.m.

Contract award: Final award announcement anticipated for the County Court public meeting on Wednesday, April 5, 2023 at 9:00 a.m.

Anticipated construction start: Provide estimated start date based on availability of equipment as part of this proposal.

Required final completion date: Contractor to provide construction schedule with bid documents.

3. PROJECT COORDINATOR POINT OF CONTACT

Questions should be directed to Joe Viola, Facilities Director, at facilities@co.crook.or.us; or 541-416-3811. The office is located at 203 NE Court Street, Prineville, Oregon 97754. Information obtained from the Facilities Director or any officer, agent, or employee of Crook County or any other person shall not affect the risks or obligations assumed by the Bidder or relieve the Bidder from fulfilling any conditions of the Contract Documents. Should a bidder desire an interpretation of the Contract Documents, such bidder shall request, in writing and addressed to the address to receive bids, an interpretation of the provision no less than five days before the proposal deadline.

4. MANDATORY PRE-PROPOSAL WALK-THROUGH

There is a mandatory site visit and pre-bid walk-through on Wednesday, March 8, 2023, at 9:00 a.m., at the Courthouse, 300 NE Third St., Prineville, OR 97754.

5. PROCUREMENT DOCUMENTS

The Bid Packet is available on the Crook County website under Resources tab (https://co.crook.or.us/rfps); or via email request to facilities@co.crook.or.us, Facilities Manager, 541-416-3911.

6. ADDENDA

This Bidder's Proposal may be changed only by a written addendum issued by the County. Addenda shall be posted on the Crook County website under "Bids and RFPs" not later than five (5) calendar days prior to the date fixed for the closing of bids on March 22, 2023. Failure of a

PROPOSAL – Crook County Courthouse Electrical Project
PAGE | 2 OF 7

prospective bidder to respond to timely-noticed addenda in his/her proposal may cause a bid to be rejected as non-responsive. Each bidder shall ascertain prior to submitting a bid that the bidder has received all addenda issued.

7. BIDDING PROCEDURES AND PREPARATION OF BIDS

Lump Sum Bids are to be addressed to: Crook County Courthouse Electrical Service Joe Viola, Facilities Director, by mail to Crook County Administration, 300 N.E. Third Street, Prineville, Oregon 97754; hand delivered to Crook County Administration, 203 NE 2nd Street, Prineville, Oregon 97754; or electronically to Facilities@co.crook.or.us. and must be received no later than 1:00 p.m. on March 22, 2023.

Any proposals received after 1:00 on March 22, will not be considered. Postmarks will not be used as a basis for determining timely delivery.

8. EVALUATION AND ACCEPTANCE OF BID (AWARD)

It is the intent of the County to award a contract to the qualified responsible bidder which presents the lowest price, provided that the bid has been submitted in accordance with the bidding documents, is judged to be reasonable, and does not exceed the project budget. The County shall have the right to waive informalities and irregularities in a bid received and to accept the bid which, in the County's judgment, is in the County's best interests.

Any protest of award must be filed with the County within seven (7) calendar days of the notice of intent to award. Before commencing work, the successful bidder shall be required to execute a Construction Contract, using substantially the form attached hereto, and incorporated herein by reference.

9. NOTICE TO PROCEED AND CONSTRUCTION TIME

The County will send the Contractor the written Notice to Proceed. Bidder agrees to begin work within one week from the date of the Notice to Proceed.

10. PREVAILING WAGE RATES

This contract is for a public work, subject to ORS 279C.800 to 279C.870, or the Davis-Bacon Act (40 USC 3141 etc.). No bid will be considered unless the bid contains a statement by the bidder that ORS 279C.838, 279C.840 or 40 USC 3141 to 3148 will be complied with. The State Prevailing Wage Rate applies and is attached to the Construction Contract. Crook County will pay BOLI a prevailing wage rate fee. Bidder and any subcontractor must file public works performance and payment bonds with the County before starting work on the project, unless exempt from public works bond requirements.

11. FIRST-TIER SUBCONTRACTORS

This project is subject to ORS 279C.370 dealing with disclosure of first-tier subcontractors. All bidders shall submit a disclosure form identifying any first-tier subcontractors (those suppliers that would be contracting directly with the prime contractor) that will be furnishing labor or materials on the contract, if awarded, whose subcontract value would be equal to or greater than:
(a) five percent (5%) of the total contract price, but at least \$15,000; or (b) \$350,000 regardless of the percentage of the total contract price. Disclosure shall be on the form provided in Exhibit D and shall be submitted within two (2) hours of bid closing.

PROPOSAL – Crook County Courthouse Electrical Service Upgrade PAGE | 3 OF 7

12. UNDETECTED ENVIRONMENTAL CONDITIONS

The County will disclose all known or suspected environmental conditions. The Bidder shall inform the County of any environmental conditions suspected or observed while conducting a pre-bid site inspection or at any other time during the course of work on this project that may trigger laws, rules, or regulations controlling construction when these conditions are present.

If previously undetected environmental conditions are found to be present in the project work area, the County may, at its option, issue a contract change order or terminate the construction contract and pay costs and expenses incurred including overhead and profit in proportion to the percentage of work completed. If the County terminates the contract or issues a change order, the Contractor shall furnish the County with appropriate bid documentation for the purpose of determining acceptable amounts of overhead and profit.

13. RIGHTS RESERVED BY THE COUNTY

The County reserves the right, in its sole discretion, to pursue any or all of the following actions in regard to this bid request:

Issue addenda;

Request additional information and/or clarification from the bidders;

Permit the timely correction of errors and waive minor deviations;

Issue subsequent proposals based on refinements of concepts proposed in response to the bid invitation;

Withdraw this invitation;

Extend the time for submittal of proposals;

Select the bidder that, in the judgment of the County and any evaluation process notwithstanding, is most likely to succeed in developing the project desired by the County;

Take whatever other action it deems in its best interest;

The County reserves the right to conduct interviews with bidders to further facilitate ranking pursuant to the criteria;

To reject any and all proposals not in compliance with all prescribed public contracting procedures and requirements, reject for good cause any proposals upon the finding that it is in the public interest to do so, and waive any and all informalities;

This invitation does not obligate the County to accept any proposal, negotiate with any bidder, award a contract, or proceed with the development of any project described in response to this invitation;

All proposals shall become the property of the County and will not be returned to the bidder.

All bids and proposals are subject to Oregon Public Records law;

This Bidder's Proposal does not and shall not commit the County or any of its agents to enter into any agreement, pay any costs incurred in the preparation of any response, or procure or contract for any product, services or supplies. The County reserves the right to accept or reject any or all Bidder's Proposals, to request proposals from any, all or none of the applicants or any other individual, or to delay or cancel this Bidder's Proposal, in part or in its entirety, if it is in the best interests of the County

PROPOSAL – Crook County Courthouse Electrical Service Upgrade PAGE | 4 OF 7

to do so. Responses to this Bidder's Proposal are entirely voluntary and made with this knowledge;

It is the policy of Crook County to provide equal employment opportunity for all persons in compliance with federal and state laws without regard to race, color, religion, sex, age, national origin, physical or mental disability.

14. HOLD HARMLESS

The bidder agrees to indemnify, defend and hold the County, its commissioners, agents, officers, and employees, harmless and defend all damages, losses and expenses included, and to defend all claims, proceedings, lawsuits and judgments arising out of or relating from the fault of the bidder, the bidder's agents, representatives or subcontractors in the performance or failure to perform in accordance with instructions to bidders. However, the bidder shall not be required to indemnify any indemnitee to the extent the damage, loss or expense is caused by the indemnitee's negligence.

The bidder shall not permit any lien or claim to be filed or prosecuted against the County or the County's property in connection with the contract and agrees to assume responsibility should lien or claim be filed.

15. BID SECURITY

No bid will be considered unless accompanied by bid security in the form of a certified bank cashier's check or surety bond executed by a state licensed security company, payable to Crook County in an amount of **ten percent (10%)** of the amount bid for the contract. No interest shall be paid on the proposal security. Upon execution of a contract and delivery of a good and sufficient performance bond and a good and sufficient payment bond by a successful bidder, the County shall return the successful contractor's bid or proposal security. The County will also return or release the bidder proposal security for all unsuccessful bidders after award or after contract has been executed, and payment and performance bonds provided.

16. PERFORMANCE AND PAYMENT BONDS

The bidder shall furnish bonds covering the faithful performance of the contract and payment of all obligations arising thereunder. The bonds shall be from a surety company authorized to transact surety business in the state of Oregon. A performance bond in the amount equal to the full contract price (or value as determined by the County) conditioned on the faithful performance of the contract in accordance with the plans, specifications and conditions of the contract and a payment bond in an amount equal to the full contract price (or value as determined by the County), shall be provided by the bidder, at bidder's cost. The bidder shall deliver the required bonds to the County prior to or contemporaneous with execution of the construction contract. The bonds shall be dated on or after the date of the contract. The bidder shall require the attorney-in-fact who executes the required bonds on behalf of the surety to affix thereto a certified and current copy of the power of attorney.

17. Bidder's Declaration and Understanding

The undersigned, hereinafter called the Bidder, declares that the only persons or parties interested in this Proposal are those named herein, that this Proposal is, in all respects, fair and without fraud, that it is made without collusion with any official of the Owner, and that the Proposal is made without any connection or collusion with any person submitting another Proposal on this Contract.

PROPOSAL – Crook County Courthouse Electrical Service Upgrade PAGE | 5 OF 7

The Bidder further declares that he has carefully examined the Contract Documents for the construction of the project, that he has personally inspected the site, that he has satisfied himself as to the quantities involved, including materials and equipment, and the conditions of work involved, including the fact that the description of the quantities of work and materials, as included herein, is brief and is intended only to indicate the general nature of the work and to identify the said quantities with the detailed requirements of the Contract Documents, and that this Proposal is made according to the provisions and under the terms of the Contract Documents, which Documents are hereby made a part of this Proposal.

Each Bidder must inform himself of the conditions relating to the execution of the work, and it is assumed that he will inspect the site and make himself thoroughly familiar with all the Contact Documents. Failure to do so will not relieve the successful Bidder of his obligation to enter into a Contract and complete the contemplated work in strict accordance with the Contract Documents. It shall be the Bidder's obligation to verify for himself and to his complete satisfaction all information concerning site conditions.

Each Bidder shall inform himself of, and the Bidder awarded a Contract shall comply with, federal, state, and local laws, statutes, and ordinances relative to the execution of the work. This requirement includes, but is not limited to, applicable regulations concerning minimum wage rates, nondiscrimination in the employment of labor, protection of public and employee safety and health, environmental protection, the protection of natural resources, fire protection, burning and non-burning requirements, permits, fees, and similar subjects.

18. BIDDER'S INFORMATION		
The name of the Bidder submitting this Proposal is:Aspen Ridger	e Electric, Inc.	
doing business at2602 SE 1st Street, Suite B Redmond, OR 97756		
This is the address to which all communications concerned with Contract shall be sent.	this Proposal and wit	 h the
The names of the principal officers of the corporation submitting partnership, or of all persons interested in this Proposal as princi	this Proposal, or of t pals are as follows:	ne
Jeff Manley		
·		

PROPOSAL - Crook County Courthouse Electrical Service Upgrade Page | 6 of 7

If Corporation or LLC:			
IN WITNESS WHEREOF, the undersigned and its seal affixed by its duly authorized o	d corporation has officers this 19th	s caused this instru _day of April	ment to be executed
Name of Entity: Aspen Ridge Electric, Inc. By:		Type text here	
Jeff Manley Print Name			
Its: President			
If sole proprietor or partnership:			
IN WITNESS hereto the undersigned has so Signature:T	et its hand this Title:	day of	, 2023.
			-
		and these are probabilities we	
1			
PROPOSAL - Crook County Courthouse Electric PAGE 7 OF 7	cal Service Upgra	de	

BIDDER CERTIFICATE

THIS CERTIFICATION MUST BE COMPLETED, SIGNED, AND RETURNED. FAILURE TO DO SO WILL RESULT IN BID DISQUALIFICATION.

LAWFUL OPERATION

Bidder will obtain all necessary operating permits and licenses to do the work and will carry insurance as required by Crook County. Bidder will obtain all necessary building permits.

Moreover, Bidder certifies conformance with all federal, state, and local laws, regulations, executive orders, and ordinances applicable to the work under the Contract Documents, including without limitation:

Titles VI and VII of the Civil Rights Act of 1964 as amended;

The Americans and Disabilities Act of 1990 as supplemented by ORS 659A.103;

The Health Insurance Portability & Accountability Act of 1996;

The Age Discrimination in Employment Act of 1967, as amended, and the Age Discrimination Act of 1975, as amended;

The Vietnam Era Veterans' Readjustment Assistance Act of 1974, as amended; All federal and state laws and regulations concerning Affirmative Action toward equal employment opportunities;

All regulations and administrative rules established pursuant to the foregoing laws; and

All other applicable requirements of federal and state civil rights.

These laws, regulations, and executive orders are incorporated by reference herein to the extent that they are applicable to the contract and required by law to be so incorporated.

PUBLIC CONTRACTING LAWS

Bidder has reviewed and is familiar with and agrees to abide by the terms and provisions required by Crook County Code Chapter 3.12 for public improvement and public works contracts and ORS Chapter 279C. Bidder further agrees that all of the applicable provisions of Oregon law relating to public contracts are, by this reference, incorporated in and made a part of this invitation.

BIDDER CERTIFICATE - Crook County Courthouse Electrical Service Upgrade Page 1 of 5

Prevailing Wages	
Bidder will comply with ORS 279C.838, 279C.840 or 40 USC 3141 to 3148 regarding Davis-Bacon.	
Yes No	
CONSTRUCTION CONTRACTORS BOARD (CCB)	Manage q
Bidder is in compliance with requirements for construction contracts and is licensed and bonded with the Construction Contractors Board as follows:	
CCB Registration No.: 156847 Expiration Date: 08/29/2023	
RESIDENT BIDDER A "resident hidder" is a hidder that has noid an arrival and the state of the s	Thy magic and manual.
A "resident bidder" is a bidder that has paid unemployment taxes or income taxes in Oregon during the 12 calendar months immediately preceding submission of this bid and has a business address in Oregon.	
CHECK ONE: Bidder [X] is [] is not a resident bidder.	
If a resident bidder, enter your Oregon business address:	
2602 SE 1st Street, Suite B Redmond, OR 97756	
If a non-resident bidder, enter your state of residency:	•
Non-Discrimination	**
ORS 279A.110(1) states: "A bidder may not discriminate against a subcontractor in the awarding of a subcontract because the subcontractor is a minority, women or emerging small business enterprise certified under ORS 200.055." Subsection (4) states "A bidder shall certify that the bidder has not discriminated and will not discriminate, in violation of subsection (1)."	
CHECK ONE: Bidder states that it:	
[] Has discriminated or will discriminate against minorities, women, or emerging small business enterprises in obtaining any required subcontracts.	
[X] Has not discriminated and will not discriminate against minorities, women, or emerging small business enterprises in obtaining any required subcontracts.	
BIDDER CERTIFICATE – Crook County Courthouse Electrical Service Upgrade Page 2 of 5	
	3

OREGON TAX LAWS

For purposes of this certificate, "Oregon Tax Laws" means those programs listed in ORS 305.380(4), which is incorporated herein by this reference. Examples include the state inheritance tax, personal income tax, withholding tax, corporation income and excise taxes, amusement device tax, timber taxes, cigarette tax, other tobacco tax, 9-1-1 emergency communications tax, the homeowners and renters property tax relief program and local taxes administered by the Department of Revenue (Lane Transit District Employer Payroll Tax, The County Metropolitan Transit District of Oregon "Tri-Met" Employer Payroll Tax, and Tri-Met Self-Employment Tax).

CHECK ONE: Bidder states that it:

[X] Has authority and knowledge regarding the payment of taxes, and that Contractor is, to the best of its knowledge, not in violation of any Oregon tax laws.

[] Does not have authority and knowledge regarding the payment of taxes, and that Contractor is, to the best of its knowledge, not in violation of any Oregon tax laws.

DRUG TESTING

ORS 279C.505(2) requires that all public improvement contracts require contractors to demonstrate that it has an employee drug-testing program is in place that applies to all employees, and will maintain a drug testing program at all times during the performance of the Contract awarded. Failure to maintain a program shall constitute a material breach of contract.

Bidder certifies that:

The bidder will have a drug testing policy in place at time of contract award; and The bidder shall maintain the drug testing policy for the duration of the contract; and

The bidder shall require each subcontractor providing labor to this contract to comply with the drug testing requirements.

CHECK ONE: Bidder states that it:

- [X] Does comply with ORS 279C.505(2).
- [] Does not comply with ORS 279C.505(2).

BIDDER CERTIFICATE - Crook County Courthouse Electrical Service Upgrade Page 3 of 5

INSURANCE

The successful bidder will be required to carry public liability insurance and worker's compensation insurance at all times. The successful bidder will, not later than the date of execution of the contract, and prior to the commencement of the work, deliver to the County certificates of insurance as evidence of compliance with the insurance provisions set forth in the bid documents and construction contract.

CHECK ONE: Bidder states that it:

[X] Can and will deliver to the County certificates of insurance as evidence of compliance with the insurance provisions set forth in the bid documents and construction contract.

[] Cannot or will not deliver to the County certificates of insurance as evidence of compliance with the insurance provisions set forth in the bid documents and construction contract.

PUBLIC WORKS BOND

Bidder certifies it is in compliance with ORS 279C.836 Statutory Public Works Bond for contractor and all subcontractors.

Yes 🗷

No 🗆

LOCAL WORKERS

Please describe your good-faith efforts to employ local workers for this project:

We are a local contractor and only employ local electricians.

BIDDER CERTIFICATE - Crook County Courthouse Electrical Service Upgrade Page 4 of 5

STATEMENT REGARDING CERTIFICATIONS

Bidder understands and acknowledges that the above representations are material and important and will be relied on by the Crook County Court in awarding the contract for which this proposal is submitted. The bidder understands that any misstatement in these certifications is and shall be treated by the Crook County Court as fraudulent concealment of the true facts relating to the submission of proposals for the contract.

I, the undersigned, a duly authorized representative of the Bidder, hereby

certify that the answers to the foregoing Bidder Certificate questions and all statements therein contained are true and correct.

Signature:

Date: 4/19/23

By: Jeff Manley

Title: President

Firm: Aspen Ridge Electric, Inc.

Phone: 541-548-1674

CROOK COUNTY FIRST-TIER SUBCONTRACTOR DISCLOSURE FORM

Due by Sp	m March 22, 2023	
Bidder Name:		
Aspen Ridge Electric, Inc.		
Contact Name: Jeff Manley		
Phone No.: 541-548-1674		
Project Name: <u>Crook County Courtl</u>	ouse Electrical Servi	ce Upgrade
Bid Closing Date/Time: March 22, 2023 at 1:00 p.n	<u>n.</u>	
Bidder shall submit this form to CROOK COUNTY as t 22, 2023, within two hours after the deadline to submit	heir disclosure of first-t bids.	ier subcontractors on March
Name & Address	Dollar Value (\$)	Category of Work
N/A	0	N/A
		1071
	1	
didder hereby submits this First-Tier Subcontractor pplies only to public improvements with a contramprovements that have been exempted from companies and that is required), having a contract value equal to 15,000, whichever is greater, or \$350,000 regardle isclosed in the above form. Disclosure requirementaterials. The contract price is in excess of \$100,000 and the other 'NONE' to indicate there are no subcontractors.	et value of more than etitive bidding requirem hing labor or materials o or greater than five person of the percentage onts do not apply to su	\$100,000, and is not for prents under ORS 279C.335. In connection with this propercent of the total project bid, shall be be be becontractors who only pro-
inprovements that have been exempted from compete he name of each subcontractor who will be furnished that is required), having a contract value equal to 15,000, whichever is greater, or \$350,000 regardle is closed in the above form. Disclosure requirementaterials. The contract price is in excess of \$100,000 and the inter 'NONE' to indicate there are no subcontractors. TTACH ADDITIONAL SHEETS IF NEEDED.	et value of more than etitive bidding requirem hing labor or materials or or greater than five person of the percentage onts do not apply to suffirst-tier subcontractors that need to be disclose	\$100,000, and is not for prents under ORS 279C.335. In connection with this propercent of the total project bid, shall be be be becontractors who only pro-
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	OREGON BID BOND		
	во	ND NO. N/A	
	Δ1.	OUNT: \$ 10% of Bid	
KNOW ALL MEN BY THESE PRESENTS, that Aspe		3_10 % d. J.u	
Aspe	en Ridge Electric, Inc.		
hereinafter called the PRINCIPAL, and _ Swiss Re C	Corporate Solutions Americ	a Insurance Corporation	
a corporation duly organized under the laws of the	State of Missouri		
having its principal place of business atCity of Ka	ansas City		
	he State of Missouri		
and authorized to do business in the State of Orego	on, as SURETY,		
are held and firmly bound untoCrook County			
hereinafter called the OBLIGEE, in the sum ofT	en Percent of Total Amoun	Bid	
	LLARS (\$ 10% of Bid),
for the payment of which we bind ourselves, or and severally, firmly by these presents.	our heirs, executors, adr	ninistrators, successors, an	d assigns, Jointly
THE CONDITION OF THIS BOND IS SUCH THAT:			
WHEREAS, the PRINCIPAL is herewith submitting his Project as described in the County's bidder invitation	s or its Bid Proposal for the	e Crook County Courthouse	Electrical
and obtainly 3 bloder invitati	ion,)
aid Bid Proposal, by reference thereto, being hereb	by made a part hereof.		
IOW, THEREFORE, if the Bid Proposal submitter RINCIPAL, and if the PRINCIPAL shall execute the ond as required by the Contract Documents within the PRINCIPAL shall fail to execute the proposed Contract the proposed Contract the proposed Contract the proposed Contract the said sum as liquidated damages, within	proposed Contract and s the time fixed by the Do Ontract and furnish the bo	shall furnish such Performar	ice and Payment
igned and sealed this 14th day of April	2023	4	
	Aspen Ridge Electric, In PRINCIPAL	ņc.	
	Ву		
>	SWISS Re Corporate So	lutions America Insurance Co	rporation

SWISS RE CORPORATE SOLUTIONS

SWISS RE CORPORATE SOLUTIONS AMERICA INSURANCE CORPORATION F/K/A NORTH AMERICAN SPECIALTY INSURANCE COMPANY ("SRCSAIC") SWISS RE CORPORATE SOLUTIONS PREMIER INSURANCE CORPORATION F/K/A WASHINGTON INTERNATIONAL INSURANCE COMPANY ("SRCSPIC")

GENERAL POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS, THAT SRCSAIC, a corporation duly organized and existing under laws of the State of Missouri, and having its principal office in the City of Kansas City, Missouri, and SRCSPIC, a corporation organized and existing under the laws of the State of Missouri and having its principal office in the City of Kansas City, Missouri, and WIC, organized under the laws of the State of Missouri, and having its principal office in the City of Kansas City, Missouri, each does hereby make, constitute and appoint:

GLORIA BRUNING, GAIL A. PRICE, VICKI MATHER, AMANDA J. LEE, LETICIA ROMANO, PHILIP O. FORKER, RICHARD KOWALSKI, JOEL DIETZMAN, BRENT OLSON,

CHRISTOPHER A. REBURN, PATRICK DOONEY, JUSTIN CUMNOCK, ANDREW CHORUBY, CASEY GESKE and STERLING DREW RODDAN

JOINTLY or SEVERALLY

Its true and lawful Attorney(s)-in-Fact, to make, execute, seal and deliver, for and on its behalf and as its act and deed, bonds or other writings obligatory in the nature of a bond on behalf of each of said Companies, as surety, on contracts of suretyship as are or may be required or permitted by law, regulation, contract or otherwise, provided that no bond or undertaking or contract or surelyship executed under this authority shall exceed the

FIFTY MILLION (\$50,000,000.00) DOLLARS

This Power of Attorney is granted and is signed by facsimile under and by the authority of the following Resolutions adopted by the Boards of Directors of both SRCSAIC and SRCSPIC at meetings duly called and held on the 18th of November 2021 and WIC by written consent of its Executive Committee dated July 18, 2011.

'RESOLVED, that any two of the President, any Managing Director, any Senior Vice President, any Vice President, the Secretary or any Assistant Secretary be, and each or any of them hereby is, authorized to execute a Power of Attorney qualifying the attorney named in the given Power of Attorney to execute on behalf of the Corporation bonds, undertakings and all contracts of surety, and that each or any of them hereby is authorized to attest to the execution of any such Power of Attorney and to attach therein the seal of the Corporation; and it is

FURTHER RESOLVED, that the signature of such officers and the seal of the Corporation may be affixed to any such Power of Attorney or to any certificate relating thereto by facsimile, and any such Power of Attorney or certificate bearing such facsimile signatures or facsimile seal shall be binding upon the Corporation when so affixed and in the future with regard to any bond, undertaking or contract of surety to which it is attached."





20.22

et of SRCSAIC & Senior Vice President & Senior Vice President of Wife Gerald Jagrowski, Vice President of SRCSAIC & Vice President of SRCSPIC



& Vice President of WIC IN WITNESS WHEREOF, SRCSAIC, SRCSPIC, and WIC have caused their official seals to be hereunto affixed, and these presents to be signed by their

this 29TH day of

State of Illinois County of Cook

SS

APRIL

Swiss Re Corporate Solutions America Insurance Corporation Swiss Re Corporate Solutions Premier Insurance Corporation Westport Insurance Corporation

On this 29TH day of 20 22 before me, a Notary Public personally appeared Erik Janssens, Senior Vice President of SRCSAIC APRIL and Senior Vice President of SRCSPIC and Senior Vice President of WIC and Gerald Jagrowski, Vice President of SRCSAIC and Vice President of SPCSPIC and Vice President of WIC, personally known to me, who being by me duly sworn, acknowledged that they signed the above Power of Attorney as officers of and acknowledged said instrument to be the voluntary act and deed of their respective companies.

Yasaan a. Patel Official Seal Year Spirell

Sparned a Tatel

Yasmin A. Patel, Notary I, Jeffrey Goldberg, the duly elected Senior Vice President and Assistant Secretary of SRCSAIC and SRCSPIC and WIC, do hereby dertify that the above and foregoing is a true and correct copy of a Power of Attorney given by said SRCSAIC and SRCSPIC and WIC, which is still in full force and effect. IN WITNESS WHEREOF, I have set my hand and affixed the seals of the Companies this William of 1901, 2003.

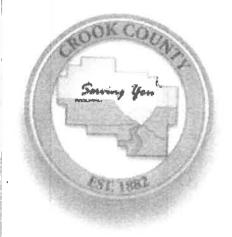
> Jeffrey Goldberg, Senior Vice President & Assistant Secretary of SRCSAIC and SRCSPIC and WIC

the the second of the

Crook County Courthouse Electrical Upgrade

COOPER ELECTRIC 690 N MAIN ST PRINEVILLE, OR 97764 447-7676

Receired 12:55



BIDDER'S PROPOSAL

CROOK COUNTY COURTHOUSE ELECTRICAL SERVICE UPGRADE

Crook County, Oregon Spring 2023

PROJECT INFORMATION

Project Name:

Date of Issue:

Project County:

Department:

Project Manager:

Crook County Courthouse Electrical Service Upgrade

February 28, 2023

Crook County, Oregon

Crook County Facilities

Joe Viola, Facilities Director

541-416-3811; Cell: 541-480-7746



CROOK COUNTY, OREGON INVITATION TO SUBMIT BID PROPOSALS CROOK COUNTY COURTHOUSE ELECTRICAL SERVICE UPGRADE

NOTICE IS HEREBY GIVEN that Crook County, through its County Court, will open competitive proposals for the Crook County Courthouse Electrical Service Upgrade project pursuant to ORS 279C.300 et seq. **Proposal will be received until Wednesday, March 22, 2023, at 1:00 p.m.**, according to the official clock located in the Crook County Administration Office. Each proposal should be marked "Courthouse Electrical Service Upgrade," and either hand-delivered to the Crook County Administration Office, 203 NE Court St., Prineville, OR 97754, or mailed to Crook County, Attn: Facilities Department, 300 NE 3rd St., Prineville, OR 97754. Crook County Facilities Director Joe Viola is designated as the person to receive bids. **The bid opening will take place at 3:05 p.m. on Wednesday, March 22, 2023**, at the Crook County Administration Office, 203 NE Court St., Prineville, OR 97754. There will be a mandatory pre-bid meeting at 9:00 a.m. on **March 8, 2023**, at the Courthouse south entrance at 300 NE 3rd St., Prineville, OR 97754. It is anticipated that final award will be announced during a County Court public meeting at 9:00 on **April 5, 2023**.

Complete bidding documents and any addenda are available at no cost at http://www.co.crook.or.us/Departments/Administration/BidInformation/tabid/2000/Def ault.aspx or by contacting Joe Viola, Facilities Director, Ph. (541) 416-3811; Email: joe.viola@CrookCountyOR.gov. Joe Viola is designated as the person to whom all inquiries regarding this project must be directed.

Each bid must be submitted in accordance with the County's bid packet and accompanied by a cashier's check, certified check, irrevocable letter of credit or bid bond, payable to Crook County, in an amount not less than **ten percent (10%)** of the amount bid. Each bid shall be submitted in a lump sum amount.

Crook County reserves the right to accept the bid and award the contract to the lowest responsible bidder which is in the best interests of the County, to postpone the acceptance of bids received and the award of the contract for a period not to exceed thirty (30) days, or to reject any and all bids received and further advertise for bids.

No bids shall be received or considered by the County unless the bidder is registered with the Construction Contractor's Board. The bidder must identify whether it is a resident bidder under ORS 279C.365(h).

This is a public works contract subject to ORS 279C.800 to 279C.870 or if applicable, the federal prevailing rate of wage required under the Davis-Bacon Act (40 USC 276(a)).

INSTRUCTIONS TO BIDDERS

This checklist has been prepared and furnished to aid Bidders in including all necessary supporting information with their bid. Bidders' submittals shall include, but are not limited to, the following:
Submit with Bid:
1. Proposal (Bid) Fully Executed
2. Bidder's Certificate
3. Bid Bond or Other Security
Submit within 2 Hours after Bid Submittal
1. First-Tier Subcontractors Disclosure
PROPOSA
L
TO: Crook County
ADDRESS: 300 NEThird Street, Prineville, Oregon 97754
PROJECT TITLE: Crook County Courthouse Electrical Upgrade
Bidder's person to contact for additional information on this bid:
Name: Jared Cooper company: Cooper Electric
Address: 690 N. Main St Princille Telephone: 541-447-7574
CCB#: 49744 Fax: 541-447-1570
DUNS#: CAGE Code: (Optional)
(Optional)
Bidder's lump sum bid for the Crook County Courthouse Electrical Service Upgrade is: 449, 900 (feel free to attach additional explanatory documentation)
For additional information regarding this proposal, see the sample contract. The Exhibits attached and incorporated into this Proposal are: A. Bidder's Certificate B. Bid Bond C. First-Tier Subcontractors Disclosure Form D. Sample Contract with Exhibits E. Payment Bond F. Performance Bond G. Statutory Public Works Bond
PROPOSAL - Crook County Courthouse Electrical Service Upgrade

1. OVERVIEW OF SCOPE OF WORK

- 1. COORDINATE WITH THE UTILITY (PACIFIC POWER) TO PROVIDE NEW BURIED SECONDARY FEED FROM POLE MOUNT TRANSFORMERS TO NEW SERVICE ENTRANCE GEAR.
- 2. PROVIDE CURRENT TRANSFORMER (C/T) ENCLOSURE WITH ALL HARDWARE AND EQUIPMENT AS REQUIRED FOR AN 800A, 240/120V, THREE-PHASE, FOUR-WIRE, CENTER-TAPPED DELTA SYSTEM. ENSURE THERE IS PROVISION FOR (1) 400A DISCONNECT SWITCH BEING INSTALLED NOW AND FOR (1) ADDITIONAL 400A DISCONNECT SWITCH TO BE INSTALLED IN THE FUTURE.
- 3. COORDINATE WITH THE UTILITY TO REMOVE EXISTING C/T'S AND DEMO EXISTING C/T ENCLOSURE IN BOILER ROOM. PROVIDE NEW METER SOCKET.
- 4. PROVIDE A SERVICE ENTRANCE RATED 400A FUSED DISCONNECT SWITCH WITH NEMA 3R ENCLOSURE. PROVIDE 400A, CURRENT LIMITING FUSES WHICH WILL LIMIT AVAILABLE FAULT CURRENT FROM THE UTILITY TO LEVELS THAT ARE ACCEPTABLE FOR THE EXISTING PANEL NDP AND THE BREAKERS IN IT.

2. PROCUREMENT TIMETABLE

Procurement document for bidding will be available: February 28, 2023, at 1:00 p.m.

Proposal Due Date: Wednesday, March 22, 2023 at 1:00 p.m.

Contract award: Final award announcement anticipated for the County Court public meeting on Wednesday, April 5, 2023 at 9:00 a.m.

Anticipated construction start: Provide estimated start date based on availability of equipment as part of this proposal.

Required final completion date: Contractor to provide construction schedule with bid documents.

3. PROJECT COORDINATOR POINT OF CONTACT

Questions should be directed to Joe Viola, Facilities Director, at facilities@co.crook.or.us; or 541-416-3811. The office is located at 203 NE Court Street, Prineville, Oregon 97754. Information obtained from the Facilities Director or any officer, agent, or employee of Crook County or any other person shall not affect the risks or obligations assumed by the Bidder or relieve the Bidder from fulfilling any conditions of the Contract Documents. Should a bidder desire an interpretation of the Contract Documents, such bidder shall request, in writing and addressed to the address to receive bids, an interpretation of the provision no less than five days before the proposal deadline.

4. MANDATORY PRE-PROPOSAL WALK-THROUGH

There is a mandatory site visit and pre-bid walk-through on Wednesday, March 8, 2023, at 9:00 a.m., at the Courthouse, 300 NE Third St., Prineville, OR 97754.

5. PROCUREMENT DOCUMENTS

The Bid Packet is available on the Crook County website under Resources tab (https://co.crook.or.us/rfps); or via email request to facilities@co.crook.or.us, Facilities Manager, 541-416-3911.

6. ADDENDA

This Bidder's Proposal may be changed only by a written addendum issued by the County. Addenda shall be posted on the Crook County website under "Bids and RFPs" not later than five (5) calendar days prior to the date fixed for the closing of bids on March 22, 2023. Failure of a

PROPOSAL - Crook County Courthouse Electrical Project Page | 2 OF 7

prospective bidder to respond to timely-noticed addenda in his/her proposal may cause a bid to be rejected as non-responsive. Each bidder shall ascertain prior to submitting a bid that the bidder has received all addenda issued.

7. BIDDING PROCEDURES AND PREPARATION OF BIDS

Lump Sum Bids are to be addressed to: Crook County Courthouse Electrical Service Upgrade, c/o Joe Viola, Facilities Director, by mail to Crook County Administration, 300 N.E. Third Street, Prineville, Oregon 97754; hand delivered to Crook County Administration, 203 NE 2nd Street, Prineville, Oregon 97754; or electronically to Facilities@co.crook.or.us. and must be received no later than 1:00 p.m. on March 22, 2023.

Any proposals received after 1:00 on March 22, will not be considered. Postmarks will not be used as a basis for determining timely delivery.

8. EVALUATION AND ACCEPTANCE OF BID (AWARD)

It is the intent of the County to award a contract to the qualified responsible bidder which presents the lowest price, provided that the bid has been submitted in accordance with the bidding documents, is judged to be reasonable, and does not exceed the project budget. The County shall have the right to waive informalities and irregularities in a bid received and to accept the bid which, in the County's judgment, is in the County's best interests.

Any protest of award must be filed with the County within seven (7) calendar days of the notice of intent to award. Before commencing work, the successful bidder shall be required to execute a Construction Contract, using substantially the form attached hereto, and incorporated herein by reference.

9. NOTICE TO PROCEED AND CONSTRUCTION TIME

The County will send the Contractor the written Notice to Proceed. Bidder agrees to begin work within one week from the date of the Notice to Proceed.

10. PREVAILING WAGE RATES

This contract is for a public work, subject to ORS 279C.800 to 279C.870, or the Davis-Bacon Act (40 USC 3141 etc.). No bid will be considered unless the bid contains a statement by the bidder that ORS 279C.838, 279C.840 or 40 USC 3141 to 3148 will be complied with. The State Prevailing Wage Rate applies and is attached to the Construction Contract. Crook County will pay BOLI a prevailing wage rate fee. Bidder and any subcontractor must file public works performance and payment bonds with the County before starting work on the project, unless exempt from public works bond requirements.

11. FIRST-TIER SUBCONTRACTORS

This project is subject to ORS 279C.370 dealing with disclosure of first-tier subcontractors. All bidders shall submit a disclosure form identifying any first-tier subcontractors (those suppliers that would be contracting directly with the prime contractor) that will be furnishing labor or materials on the contract, if awarded, whose subcontract value would be equal to or greater than:

(a) five percent (5%) of the total contract price, but at least \$15,000; or (b) \$350,000 regardless of the percentage of the total contract price. Disclosure shall be on the form provided in Exhibit D and shall be submitted within two (2) hours of bid closing.

 $\begin{array}{l} \textbf{PROPOSAL-Crook County Courthouse Electrical Service Upgrade} \\ \textbf{PAGE} \mid \textbf{3 OF 7} \end{array}$

12. UNDETECTED ENVIRONMENTAL CONDITIONS

The County will disclose all known or suspected environmental conditions. The Bidder shall inform the County of any environmental conditions suspected or observed while conducting a pre-bid site inspection or at any other time during the course of work on this project that may trigger laws, rules, or regulations controlling construction when these conditions are present.

If previously undetected environmental conditions are found to be present in the project work area, the County may, at its option, issue a contract change order or terminate the construction contract and pay costs and expenses incurred including overhead and profit in proportion to the percentage of work completed. If the County terminates the contract or issues a change order, the Contractor shall furnish the County with appropriate bid documentation for the purpose of determining acceptable amounts of overhead and profit.

13. RIGHTS RESERVED BY THE COUNTY

The County reserves the right, in its sole discretion, to pursue any or all of the following actions in regard to this bid request:

Issue addenda;

Request additional information and/or clarification from the bidders;

Permit the timely correction of errors and waive minor deviations;

Issue subsequent proposals based on refinements of concepts proposed in response to the bid invitation;

Withdraw this invitation;

Extend the time for submittal of proposals;

Select the bidder that, in the judgment of the County and any evaluation process notwithstanding, is most likely to succeed in developing the project desired by the County;

Take whatever other action it deems in its best interest;

The County reserves the right to conduct interviews with bidders to further facilitate ranking pursuant to the criteria;

To reject any and all proposals not in compliance with all prescribed public contracting procedures and requirements, reject for good cause any proposals upon the finding that it is in the public interest to do so, and waive any and all informalities;

This invitation does not obligate the County to accept any proposal, negotiate with any bidder, award a contract, or proceed with the development of any project described in response to this invitation;

All proposals shall become the property of the County and will not be returned to the bidder.

All bids and proposals are subject to Oregon Public Records law;

This Bidder's Proposal does not and shall not commit the County or any of its agents to enter into any agreement, pay any costs incurred in the preparation of any response, or procure or contract for any product, services or supplies. The County reserves the right to accept or reject any or all Bidder's Proposals, to request proposals from any, all or none of the applicants or any other individual, or to delay or cancel this Bidder's Proposal, in part or in its entirety, if it is in the best interests of the County

PROPOSAL – Crook County Courthouse Electrical Service Upgrade PAGE | 4 OF 7

to do so. Responses to this Bidder's Proposal are entirely voluntary and made with this knowledge;

It is the policy of Crook County to provide equal employment opportunity for all persons in compliance with federal and state laws without regard to race, color, religion, sex, age, national origin, physical or mental disability.

14. HOLD HARMLESS

The bidder agrees to indemnify, defend and hold the County, its commissioners, agents, officers, and employees, harmless and defend all damages, losses and expenses included, and to defend all claims, proceedings, lawsuits and judgments arising out of or relating from the fault of the bidder, the bidder's agents, representatives or subcontractors in the performance or failure to perform in accordance with instructions to bidders. However, the bidder shall not be required to indemnify any indemnitee to the extent the damage, loss or expense is caused by the indemnitee's negligence.

The bidder shall not permit any lien or claim to be filed or prosecuted against the County or the County's property in connection with the contract and agrees to assume responsibility should lien or claim be filed.

15. BID SECURITY

No bid will be considered unless accompanied by bid security in the form of a certified bank cashier's check or surety bond executed by a state licensed security company, payable to Crook County in an amount of **ten percent (10%)** of the amount bid for the contract. No interest shall be paid on the proposal security. Upon execution of a contract and delivery of a good and sufficient performance bond and a good and sufficient payment bond by a successful bidder, the County shall return the successful contractor's bid or proposal security. The County will also return or release the bidder proposal security for all unsuccessful bidders after award or after contract has been executed, and payment and performance bonds provided.

16. PERFORMANCE AND PAYMENT BONDS

The bidder shall furnish bonds covering the faithful performance of the contract and payment of all obligations arising thereunder. The bonds shall be from a surety company authorized to transact surety business in the state of Oregon. A performance bond in the amount equal to the full contract price (or value as determined by the County) conditioned on the faithful performance of the contract in accordance with the plans, specifications and conditions of the contract and a payment bond in an amount equal to the full contract price (or value as determined by shall be provided by the bidder, at bidder's cost. The bidder shall deliver the required bonds to the County prior to or contemporaneous with execution of the construction contract. The bonds shall be dated on or after the date of the contract. The bidder shall require the attorney-in-fact who executes the required bonds on behalf of the surety to affix thereto a certified and current copy of the power of attorney.

17. BIDDER'S DECLARATION AND UNDERSTANDING

The undersigned, hereinafter called the Bidder, declares that the only persons or parties interested in this Proposal are those named herein, that this Proposal is, in all respects, fair and without fraud, that it is made without collusion with any official of the Owner, and that the Proposal is made without any connection or collusion with any person submitting another Proposal on this Contract.

PROPOSAL - Crook County Courthouse Electrical Service Upgrade Page | 5 of 7

The Bidder further declares that he has carefully examined the Contract Documents for the construction of the project, that he has personally inspected the site, that he has satisfied himself as to the quantities involved, including materials and equipment, and the conditions of work involved, including the fact that the description of the quantities of work and materials, as included herein, is brief and is intended only to indicate the general nature of the work and to identify the said quantities with the detailed requirements of the Contract Documents, and that this Proposal is made according to the provisions and under the terms of the Contract Documents, which Documents are

Each Bidder must inform himself of the conditions relating to the execution of the work, and it is assumed that he will inspect the site and make himself thoroughly familiar with all the Contact Documents. Failure to do so will not relieve the successful Bidder of his obligation to enter into a Contract and complete the contemplated work in strict accordance with the Contract Documents. It shall be the Bidder's obligation to verify for himself and to his complete satisfaction all information concerning site conditions.

Each Bidder shall inform himself of, and the Bidder awarded a Contract shall comply with, federal, state, and local laws, statutes, and ordinances relative to the execution of the work. This requirement includes, but is not limited to, applicable regulations concerning minimum wage rates, nondiscrimination in the employment of labor, protection of public and employee safety and health, environmental protection, the protection of natural resources, fire protection, burning and non-burning requirements, permits, fees, and similar subjects.

18. BIDDER'S INFORMATION	
The name of the Bidder submitting this Proposal is: Coper	Electric TILC
doing business at Cooper Electric	
This is the address to which all communications concerned with Contract shall be sent.	this Proposal and with the
The names of the principal officers of the corporation submitting partnership, or of all persons interested in this Proposal as principal Cooper	this Proposal, or of the pals are as follows:

PROPOSAL - Crook County Courthouse Electrical Service Upgrade Page | 6 of 7

If Corporation or	LLC:		44		
IN WITNESS WHEI and its seal affixed b	REOF, the undersigned corp by its duly authorized officers	oration has	caused this	instrument	to be executed
Name of Entity:	Cooper Bleatric I	UC	71/	, 2	.023.
By:					
Signature	1		1 4 4 4 4 4 4 4 4 4 4 4 4 4 4 4 4 4 4 4		
Print Nam	BOYER				
Its: own			in the second se		
If sole proprietor			**************************************		
IN WITNESS hereto Signature:	the undersigned has set its l	and this	day of		2023.
			and the state of t		
			ł		

PROPOSAL – Crook County Courthouse Electrical Service Upgrade PAGE | 7 OF 7

BIDDER CERTIFICATE

THIS CERTIFICATION MUST BE COMPLETED, SIGNED, AND RETURNED. FAILURE TO DO SO WILL RESULT IN BID DISQUALIFICATION.

LAWFUL OPERATION

Bidder will obtain all necessary operating permits and licenses to do the work and will carry insurance as required by Crook County. Bidder will obtain all necessary building permits.

Moreover, Bidder certifies conformance with all federal, state, and local laws, regulations, executive orders, and ordinances applicable to the work under the Contract Documents, including without limitation:

Titles VI and VII of the Civil Rights Act of 1964 as amended;

The Americans and Disabilities Act of 1990 as supplemented by ORS 659A.103;

The Health Insurance Portability & Accountability Act of 1996;

The Age Discrimination in Employment Act of 1967, as amended, and the Age Discrimination Act of 1975, as amended;

The Vietnam Era Veterans' Readjustment Assistance Act of 1974, as amended; All federal and state laws and regulations concerning Affirmative Action toward equal employment opportunities;

All regulations and administrative rules established pursuant to the foregoing laws: and

All other applicable requirements of federal and state civil rights.

These laws, regulations, and executive orders are incorporated by reference herein to the extent that they are applicable to the contract and required by law to be so incorporated.

PUBLIC CONTRACTING LAWS

Bidder has reviewed and is familiar with and agrees to abide by the terms and provisions required by Crook County Code Chapter 3.12 for public improvement and public works contracts and ORS Chapter 279C. Bidder further agrees that all of the applicable provisions of Oregon law relating to public contracts are, by this reference, incorporated in and made a part of this invitation.

BIDDER CERTIFICATE - Crook County Courthouse Electrical Service Upgrade Page 1 of 5

Prevailing Wages
Bidder will comply with ORS 279C.838, 279C.840 or 40 USC 3141 to 3148 regarding Davis-Bacon.
Yes X No 🗆
All a Manager Cont.
CONSTRUCTION CONTRACTORS BOARD (CCB)
Bidder is in compliance with requirements for construction contracts and is licensed and bonded with the Construction Contractors Board as follows:
CCB Registration No.: 49744 Expiration Date: 1/22/2025
Expiration Date: 1 da/duab
RESIDENT BIDDER
A "resident bidder" is a bidder that has paid unemployment taxes or income to take the
Oregon during the 12 calendar months immediately preceding submission of this bid and has a business address in Oregon.
CHECK ONE: Bidder [戊] is [] is not a resident bidder.
If a resident bidder, enter your Oregon business address: 600 n Main S
Prineville OR, 97754
If a non-resident bidder, enter your state of residency:
AND
Non-Discrimination
ORS 279A.110(1) states: "A bidder may not discriminate against a subcontractor in the awarding of a subcontract because the subcontractor is a minority, women or emerging small business enterprise certified under ORS 200.055." Subsection (4) states "A bidder shall certify that the bidder has not discriminated and will not discriminate, in violation of subsection (1)."
CHECK ONE: Bidder states that it:
[] Has discriminated or will discriminate against minorities, women, or emerging small business enterprises in obtaining any required subcontracts.
Has not discriminated and will not discriminate against minorities, women, or emerging small business enterprises in obtaining any required subcontracts.
BIDDER CERTIFICATE — Crook County Courthouse Electrical Service Upgrade Page 2 of 5

OREGON TAX LAWS

For purposes of this certificate, "Oregon Tax Laws" means those programs listed in ORS 305.380(4), which is incorporated herein by this reference. Examples include the state inheritance tax, personal income tax, withholding tax, corporation income and excise taxes, amusement device tax, timber taxes, cigarette emergency communications tax, the homeowners and renters property tax relief program and local taxes administered by the Department of Revenue (Lane Transit District Employer Payroll Tax, The County Metropolitan Transit District of Oregon "Tri-Met" Employer Payroll Tax, and Tri-Met Self-Employment Tax).

CHECK ONE: Bidder states that it:

Has authority and knowledge regarding the payment of taxes, and that Contractor is, to the best of its knowledge, not in violation of any Oregon tax laws.

[] Does not have authority and knowledge regarding the payment of taxes, and that Contractor is, to the best of its knowledge, not in violation of any Oregon tax laws.

DRUG TESTING

ORS 279C.505(2) requires that all public improvement contracts require contractors to demonstrate that it has an employee drug-testing program is in place that applies to all employees, and will maintain a drug testing program at all times during the performance of the Contract awarded. Failure to maintain a program shall constitute a material breach of contract.

Bidder certifies that:

The bidder will have a drug testing policy in place at time of contract award; and The bidder shall maintain the drug testing policy for the duration of the contract; and

The bidder shall require each subcontractor providing labor to this contract to comply with the drug testing requirements.

CHECK ONE: Bidder states that it:

Does comply with ORS 279C.505(2).

[] Does not comply with ORS 279C.505(2).

BIDDER CERTIFICATE — Crook County Courthouse Electrical Service Upgrade Page 3 of 5 $\,$

INSURANCE

The successful bidder will be required to carry public liability insurance and worker's compensation insurance at all times. The successful bidder will, not later than the date of execution of the contract, and prior to the commencement of the work, deliver to the County certificates of insurance as evidence of compliance with the insurance provisions set forth in the bid documents and construction contract.

CHECK ONE: Bidder states that it:

Can and will deliver to the County certificates of insurance as evidence of compliance with the insurance provisions set forth in the bid documents and construction contract.

[] Cannot or will not deliver to the County certificates of insurance as evidence of compliance with the insurance provisions set forth in the bid documents and construction contract.

PUBLIC WORKS BOND

Bidder certifies it is in compliance with ORS 279C.836 Statutory Public Works Bond for contractor and all subcontractors.

Yes No

LOCAL WORKERS

Please describe your good-faith efforts to employ local workers for this project:

All current employees live within 2 10 mile radius of the Courthouse, We understand the civic pride this community has about this building and feel privaleged to do our part.

BIDDER CERTIFICATE - Crook County Courthouse Electrical Service Upgrade Page 4 of 5

STATEMENT REGARDING CERTIFICATIONS

Bidder understands and acknowledges that the above representations are material and important and will be relied on by the Crook County Court in awarding the contract for which this proposal is submitted. The bidder understands that any misstatement in these certifications is and shall be treated by the Crook County Court as fraudulent concealment of the true facts relating to the submission of proposals for the contract.

I, the undersigned, a duly authorized representative of the Bidder, hereby certify that the answers to the foregoing Bidder Certificate questions and all statements therein contained are true and correct.

Signature:

Date: 4-19-23

Jared Cooper Title: OWNER

oper Electric II UC Phone: 541-447-7974

BIDDER CERTIFICATE - Crook County Courthouse Electrical Service Upgrade Page 5 of 5

Exhibit A Insurance Coverage (Marked Items Required)

•		
CONTRACTOR shall not commence any work until CONTRACTOR obtains, at insurance as specified below. Approval of CROOK COUNTY is required as to I required to obtain or maintain the following for the full period of the contract:	CONTRACTOR'S own expense, imits, form, and amount. CONT	all required 'RACTOR is
X COMMERCIAL GENERAL LIABILITY insurance covering person with limits as specified below. The insurance shall include:	onal injury, bodily injury, and pro	operty damage
COVERAGES		
ORS 30.260-30.300) p	ccurrence Pregon Tort Claims Act resently at \$ 1,612,000.00 mits adjusted per ORS 30.372(4)	beginning
FORM: All policies must be of the occurrence form with combined single limited deviation from this must be reviewed by the Crook County Counsel. All claim the Crook County Counsel. Submit a complete copy of claims-made policies and	s-made forms must have the pri endorsements with the certificate	or approval of of insurance.
AUTOMOBILE LIABILITY insurance comprehensive form with include owned, hired, and non-owned automobiles.	limits as specified below. The	coverage shall
LIMITS\$1 million per occurrenceOther – Tort limits adjusted per ORS 30.372(4) beginning in 201Not less than the limits of the Oregon Tort Claims Act (ORS 30.260-30.300) presently at \$1,333,300 per occurrence	5	
PROFESSIONAL LIABILITY insurance with limits not less than \$		
X ADDITIONAL INSURED CLAUSE: The liability insurance cov contract shall be endorsed to name Crook County, its commissioners, insured with respect to the activities performed under this contract.	rerages required for the perform officers, agents, and employees	nance of this as additional
X WORKERS' COMPENSATION AND EMPLOYER'S LIABILITY work under this contract. Any subcontractor hired by CONTRACTOR Employers' Liability coverage.	as statutorily required for person shall also carry Worker's Comp	ns performing pensation and
EMPLOYERS LIABILITY insurance with limits of \$500,000.		
BUILDER'S RISK insurance special form. Limits to be the value of the		
FIDELITY BOND covering the activities of any person, named or unnexpenditures of funds. Limit \$ per employee.	amed, responsible for collection	and
In the event of cancellation or change of the information above, CONTRACTO Department of said cancellation or change and will obtain alternate coverage.	R certifies that it will immediate	ly notify the
Contractor Busines PER Electric Date 4-	19-23	
By: Signature Company of the Company	Print Name	_
Its:		

Exhibit C Workers' Compensation Insurance Certification

All subject employers working under this contract are either employers that will comply with ORS 656.017 or employers that are exempt under ORS 656.126. The Contractor for the purposes of this contract hereby certifies that it is currently providing workers' compensation coverage for all its employees and will maintain coverage throughout the course of the project through one of the following methods:

	Employers Complying	g with ORS 656.017	
1.	"Carrier-insured employer" (State Acciden insurer).	nt Insurance Fund Corp. or other authorized	
	Insurance Company Name:	SAIF	
	ID/Policy No.:	474305	
2.	"Self-insured employer" (certified by the W	Workers' Compensation Division).	
	ID number as assigned by the Workers' Compensation Division		
3. I	I am an independent contractor and will pe assistance of others.	erform all work under this contract without the	
	Employers Exempt u	under ORS 656.126	
4. V	Workers' Compensation Coverage, State of	f Origin:	
In the event of notify the Depa	cancellation or change of the information artment of said cancellation or change and	above, Contractor certifies that it will immediate will obtain alternate coverage.	ły
COOPE	CONTRACTOR		
Ву:	Name of Company Date	ed: 4-19-23	
Its: <u>OU</u>	Print Name		
	REMINDER-ADDITIONALIN	IFORMATIONNEEDED	

Has your insurance carrier filed with Oregon Workers' Compensation Division a guaranty contract as proof of coverage for your employees working in Oregon?

See addendum

Exhibit D Scope of Services

OVERVIEW OF SCOPE OF WORK

- 1. COORDINATE WITH THE UTILITY (PACIFIC POWER) TO PROVIDE NEW BURIED SECONDARY FEED FROM POLE MOUNT TRANSFORMERS TO NEW SERVICE ENTRANCE GEAR.
- 2. PROVIDE CURRENT TRANSFORMER (C/T) ENCLOSURE WITH ALL HARDWARE AND EQUIPMENT AS REQUIRED FOR AN 800A, 240/120V, THREE-PHASE, FOUR-WIRE, CENTER-TAPPED DELTA SYSTEM. ENSURE THERE IS PROVISION FOR (1) 400A DISCONNECT SWITCH BEING INSTALLED NOW AND FOR (1) ADDITIONAL 400A DISCONNECT SWITCH TO BE INSTALLED IN THE FUTURE.
- 3. COORDINATE WITH THE UTILITY TO REMOVE EXISTING C/T'S AND DEMO EXISTING C/T ENCLOSURE IN BOILER ROOM. PROVIDE NEW METER SOCKET.
- 4. PROVIDE A SERVICE ENTRANCE RATED 400A FUSED DISCONNECT SWITCH WITH NEMA 3R ENCLOSURE. PROVIDE 400A, CURRENT LIMITING FUSES WHICH WILL LIMIT AVAILABLE FAULT CURRENT FROM THE UTILITY TO LEVELS THAT ARE ACCEPTABLE FOR THE EXISTING PANEL NDP AND THE BREAKERS IN IT.

ADDENDUM No. 1

to

Crook County Courthouse Electrical Upgrade Request for Proposals

Date: March 15, 2023

Number of Previous Addenda: Zero

Due Date for Proposals: Wednesday, March 22, 2023 at 1 p.m.

TO ALL PROSPECTIVE BIDDERS:

The following changes, additions, and/or deletions are hereby made a part of the Request for Proposal Documents for the Courthouse Electrical Upgrade project in Crook County, Oregon dated February 28, 2023, as fully and completely as if the same were fully set forth herein.

- Revised Sheet E-3 attached, note the following changes:
 - a. Instead of two options, there is now just one configuration for the service.
 - b. Key notes were changed to correspond with the revised service one line diagram.
 - c. The electrical service will remain an overhead service, but a new weatherhead will be installed to allow for modifications.
 - d. Relocation of the overhead service drop will need to be coordinated with the electrical utility.
 - e. An exterior junction box will be installed near the new disconnect switch and power will be routed through this to the existing Panel NDP.
- 2. Contractor to obtain permit. Crook County to reimburse for cost.
- 3. The existing ADA parking space located at the east side of the electrical/boiler room will be relocated to allow for installation of new electrical gear.

All bidders will acknowledge receipt and acceptance of this Addendum No. 1 in the Proposal or by submitting the Addendum with the bid package.

Proposals submitted without acknowledgement or without this Addendum will be considered nonresponsive.

ADDENDUM No. 3

to

Crook County Courthouse Electrical Upgrade Request for Proposals

Date: April 7, 2023

Number of Previous Addenda: One

Revised Due Date for Proposals: Wednesday, April 19, 2023

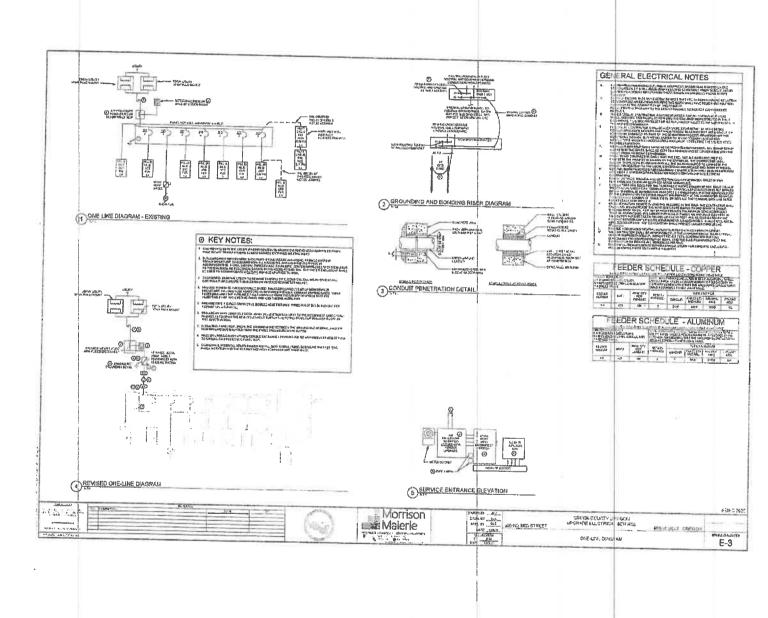
TO ALL PROSPECTIVE BIDDERS:

The following changes, additions, and/or deletions are hereby made a part of the Request for Proposal Documents for the Courthouse Electrical Upgrade project in Crook County, Oregon dated February 28, 2023, as fully and completely as if the same were fully set forth herein.

- The due date for Request for Proposal for Courthouse Electrical Upgrade will be delayed until Wednesday, April 19, 2023. An addendum will be issued with a revised set of plans.
- 2. Revised set of Sheet E-3 plans.

All bidders will acknowledge receipt and acceptance of this Addendum No. 3 in Proposal or by submitting the Addendum with the bid package.

Proposals submitted without acknowledgement or without this Addendum will be considered nonresponsive.



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hereinafter called the PRINCIPAL, and	COPER EL	ECTRICAL	16
a corporation duly organized under the laws of the	State of Oreg	on	
having its principal place of business at <u>690</u>	N. Main S	Prinerille	
	ne State of		
and authorized to do business in the State of Orego			
are held and firmly bound unto	K County	16	·//
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for the payment of which we bind ourselves, o		nipistrators suspenses	
and severally, firmly by these presents.	,	anistrators, successors, and	assigns, jointly
THE CONDITION OF THIS BOND IS SUCH THAT:			
WHEREAS, the PRINCIPAL is herewith submitting his Project as described in the County's bidder invitation	or its Bid Proposal for the	e Crook County Courthouse	Electrical
said Bid Proposal, by reference thereto, being hereb	y made a part hereof.		
NOW, THEREFORE, if the Bid Proposal submitted PRINCIPAL, and if the PRINCIPAL shall execute the Bond as required by the Contract Documents within the PRINCIPAL shall fail to execute the proposed Co OBLIGEE the said sum as liquidated damages, within	the time fixed by the Do	hall furnish such Performan	ce and Payment
Signed and sealed this 4 day of April	202	3	
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	SURETY		-
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LENSES. A. REMOVE MATERIALS, SCRAPS, ETC., RELATIVE TO THIS WORK AND LEAVE	PREMISES IN CLEAN AND ORDERLY CONDITION, THIS INCLUDES ALL TUNNELS ATTICS CHILING AND CRAWN SPACES.	6. REMOVE ALL TEMPORARY FACILITIES AND RESTORE TO CONDITIONS	PROJECT COMPLETION AND DEMONSTRATION	RICH TO FINAL TEST, ALL SMITCHES, PANELBOARDS, DEVICES, AND PATURES SMALL DE & PLACE.	 AT COMPLETION OF WORK, OR UPON REQUEST FROM ARCHITECT/ENGINEER. DI ACE ENTINE DI POTTINO DI NOTALI ATTONI ANIMOS AND ROCATORI PLENERALI 	IN OPERATION TO DEMONSTRATE SATISFACTORY OPERATION. ALL FLECTREE SYSTEMS SHALL BE EMPETED AS SALES OF THE SA		 FURMISH ONE (1) COPY OF CERTIFIED TEST RESULTS TO ENGINEER PRIOR TO FINAL INSPECTION AND INCLUDE ONE (1) COPY IN SACH BROCHURE OF 	EQUIPMENT.	A MAKEALL CHANGES NECESSARY TO BALANCE CONNECTED ELECTRICAL	LOADS ON COMPLETE SYSTEM. ARRANGE FOR BALANCED CONDITIONS OF	NORMAL WORKING CONDITIONS, FINAL LOAD AND BALANCE TEST SHALL SE	DEMONSTRATED IN PRESENCE OF ARCHITECTREVAINTER.	TESTS AND REPEAT TRUTH CANTER BY ASSESSED DAYS OF	CONCEAL ELECTRICAL INSTALLATIONS UNTIL SATISFACTORY TESTS ARE	MADE AND APPROVED.					6000
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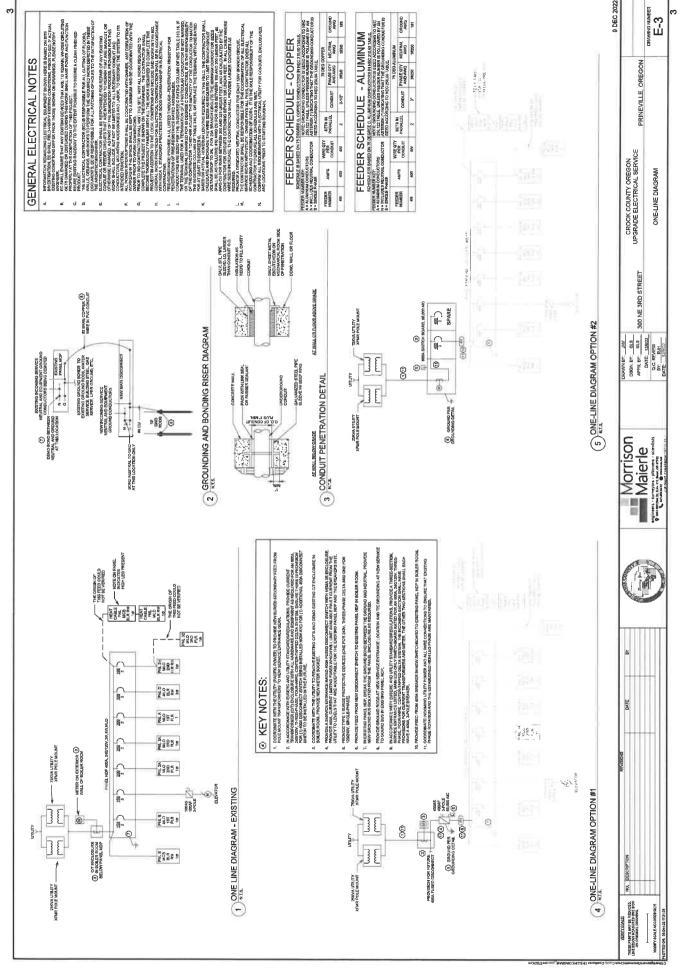


SYMBOLS, ABBREVIATIONS, AND SPECIFICATION CROOK COUNTY OREGON UPGRADE ELECTRICAL SERVICE

က

DRAWING NUMBER
E-1

DRAWING NUMBER E-2



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AGENDA ITEM REQUEST



Date:

5.2.2023

Meeting date desired:

May 10 work session/May 17 court

Subject:

Advantage Dental MOU Amendment requiring certified interpreters

Background and policy implications:

Amendment 7 specifies that interpreters be certified and/or qualified in accordance with current law **Budget/fiscal impacts:**

None

Requested by:

Katie Plumb, Health & Human Services Director kplumb@crookpublichealthor.gov

Presenters:

Katie Plumb

Legal review (only if requested):

Legal has reviewed

Elected official sponsor (if applicable):

N/A

SEVENTH AMENDMENT TO SERVICES AGREEMENT

This Seventh Amendment to Services Agreement, entered into this 16th day of March, 2023, modifies the terms of that certain Services Agreement, executed on or about June 17. 2016, by DQCGM of Oregon, LLC (f/k/a Advantage Dental Clinics, LLC), Advantage Dental Services, LLC and Advantage Dental Group, P.C. (collectively hereinafter "Advantage Dental") and Crook County WIC (hereinafter "Community Entity"), Advantage Dental and Community Entity may collectively be referred to as "the Parties."

RECITALS

WHEREAS, the Parties executed the Services Agreement on June 17. 2016, a First Amendment thereto on May 17, 2017, a Second Amendment thereto on June 20, 2018, a Third Amendment thereto on June 18, 2019, and a Fourth Amendment thereto on June 17, 2020, whereby Advantage agrees to provide certain dental health services for certain dental health services for Community Entity patients and Community Entity agreed to provide facility resources; and

WHEREAS, Advantage Dental and Community Entity desire to amend certain sections of the Services Agreement; and

NOW, THEREFORE, in consideration of the mutual covenants here in contained and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, it is mutually covenanted and agreed by and between the parties hereto as follows:

AGREEMENT

- 1. Amendment to Term: The first paragraph of the Services Agreement is hereby deleted and replaced, as follows:
 - "This Services Agreement ("Agreement") shall be considered current starting on **July 1**, **2016**, and shall terminate upon 60 days written notice from either party."
- 2. The 11th bullet point on page two that states "Provide Spanish interpreter, as needed, in Community Entity's sole discretion, at Community Entity's Expense" is hereby deleted and replaced with the following:
 - "Provide certified and/or qualified interpreter, as needed, in Community Entity's sole discretion, at Community Entity's expense."
 - 3. The first paragraph on page three of the Service Agreement that lists How Notices Shall Be Given is hereby deleted and replaced with the following:
 - "Advantage Dental: Legal Department, Empire Corporate Park (Building D), 63140 Britta St., Suite D104, Bend, OR 97703, 541-504-3900.

Community Entity: Crook County Counsel Office, 300 NE 3rd St., Prineville, OR: 97754, (541) 416-3919"

Except as otherwise provided in this Seventh Amendment to Services Agreement, the terms, covenants and conditions of the Services Agreement shall remain in full force and effect and enforceable in accordance with their respective terms.

This Seventh Amendment to Services Agreement may be executed in counterparts, each of which shall be deemed an original and shall be deemed duly executed upon the signing of the counterparts by the parties hereto. The parties agree that facsimile signatures hereto shall have the same force and effect as original signatures.

IN WITNESS WHEREOF, the Parties agree to be bound by the terms and conditions set forth in this Seventh Amendment, effective on the date w. signed by both Parties.

SIGNATURES

DQCGM of Oregon, LLC:	CROOK COUNTY, OREGON:
Molly Johnson, VP Plan Operations Date:	Seth Crawford, Judge Date:
Advantage Dental Services, LLC	
Molly Johnson, VP Plan Operations Date:	Jerry Brummer, Commissioner Date:
Advantage Dental Group, PC	Brian Barney, Commissioner Date:
Gary Allen, DMD, Vice President Date:	
Page 2 of 2 – Seventh Amendment to Service	ces Agreement

AGENDA ITEM REQUEST



Date:

5/3/2023

Meeting date desired:

5/10/2023 (Work Session)

Subject:

Discussion regarding proposed fee changes for Community Development (CDD)

Background and policy implications:

Relating to annual fee charges on permits and applications

Budget/fiscal impacts:

CDD is a fee dependent department. Fees must reflect the cost of operating the Building, Planning, On-Site and Compliance programs. Fee changes will be requested for FY '24 to reflect increased costs and to ensure financial stability.

Requested by:

Will Van Vactor I CDD Director I 541.447.3211 I will.vanvactor@crookcountyor.gov

Presenters:

See above

Legal review (only if requested):

N/A

Elected official sponsor (if applicable):

N/A



MEMO

TO:

Crook County Court

FROM:

Will Van Vactor, CDD Director

DATE:

May 4, 2023

SUBJECT:

Proposed Fee Increases

The purpose of this memorandum is to provide a summary of the proposed fee updates for the Community Development Department (CDD) for Fiscal Year 2024.

CDD is a fee supported department. Accordingly, the fees it charges need to reflect the costs incurred to provide the services provided by the Building, On-site (septic), Planning, and Compliance programs. CDD has incurred higher expenses this past fiscal year due to increased personnel expenses (COLA increase, retirement, and step increases) and persistent inflationary pressure on materials and supplies.

In addition to fee supported services, CDD provides critical administrative and long range planning projects to support the whole of the community that are not fee supported or otherwise supported by the General Fund. For example, the budget request for FY '24 will include \$200,000 to update the TSP. It also includes \$50,000 to contract with a consultant to begin the process of planning to complete an updated Comprehensive Plan. The proposed fee increases, in particular the proposed Advanced Planning Fee, will help support these critical projects.

Building

The Building Department is proposing a 5% fee increase. To provide an example, below is a summary of the building permit fees based on valuation. The table also includes Jefferson County's current fees for comparison.

Total	Current Crook County Fee	Proposed Crook County	Jefferson	Current Jefferson County Fee
Valuation	FY '23	Fee Fiscal Year '24	County	FY '23 ¹
			Valuations	
\$1 to	\$15.12	\$15.88	\$1 to	\$68.96
\$500			\$1000	
\$501 to \$2,000	\$15.12 for the first \$500 plus \$2.27 for each	1 .	\$1,001 to \$2,000	\$68.96 for first \$1,000 plus \$3.05 for each additional
	additional \$100 or fraction thereof, to and including \$2,000	additional \$100 or fraction thereof, to and including \$2,000		\$100 or fraction thereof to and including \$2,000

¹ Jefferson County will be proposing 5% increases on most CDD fees for FY' 24.

\$2,001 to	\$49.14 for the first \$2,000	\$51.60 for the first	\$2,001 to	\$100.37 for the first \$2,000
\$25,000	plus \$9.07 for each	\$2,000 plus \$9.52 for	\$25,000	plus \$7.80 for each
,,	additional \$1,000 or	each additional \$1,000	\$25,000	additional \$1,000 or fraction
	fraction thereof, to and	or fraction thereof, to		thereof to and including
	including \$25,000	and including \$25,000		\$25,000
\$25,001 to	\$257.80 for the first	\$270.69 for the first	\$25,001 to	\$285.16 for the first \$25,000
\$50,000	\$25,000 plus \$6.79 for	\$25,000 plus \$7.13 for	\$50,000	plus \$6.50 for each
	each additional \$1,000 or	each additional \$1,000		additional \$1,000 or fraction
	fraction thereof, to and	or fraction thereof, to		thereof to and including
	including \$50,000	and including \$50,000		\$50,000
\$50,001 to	\$414.04 for the first	\$434.74 for the first	\$50,001 to	\$452.53 for the first \$50,000
\$100,000	\$50,000 plus \$4.53 for	\$50,000 plus \$4.76 for	\$100,000	plus \$4.75 for each
	each additional \$1,000 or	each additional \$1,000		additional \$1,000 or fraction
	fraction thereof, to and	or fraction thereof, to		thereof to and including
	including \$100,000	and including \$100,000		\$100,000
\$100,001	\$640.85 for the first	\$672.89 for the first	\$100,001	\$697.16 for the first
and up	\$100,000 plus \$3.78 for	\$100,000 plus \$3.97 for	to	\$100,000 plus \$4.00 for each
	each additional \$1,000	each additional \$1,000	\$150,000	additional \$1,000 or fraction
				thereof up to and including
				\$150,000
	N/A	N/A	\$150,000	903.16 for the first
			and up	\$150,000 plus \$3.75 for
				each additional \$1,000 or
				fraction thereof.

The above is only a snapshot of the Building Department's permit fees. However, it shows that the Building Department's fees remain reasonable and below Jefferson County.

On-Site (Septic)

On-Site is proposing a 5% increase in its fees. Of note, On-Site budgeted \$172,725 in revenue and \$322,500 in expenses for FY '23. More significant fee increases in the future may be necessary to help narrow this gap. For instance, Deschutes County is proposing a 20% increase for FY '24 for its On-Site Wastewater program. The 5% increase is proposed to minimize the impact of additional expenses resulting from increased personnel costs and inflation. It is not a long-term solution, though. That said, CDD does not recommend a significant increase in On-Site fees at this time as it may discourage the public from getting the necessary permits necessary to avoid public health and safety issues. Over the next fiscal year, we hope to implement a COIC grant for qualifying low-income applicants seeking to repair septic systems. Depending on the success of this program, and hopefully others, more significant fee increases for On-Site in the future may be requested.

Planning

A memo from the Planning Department summarizing the fee changes is attached as Exhibit A. A copy of the Planning Department's proposed fees with a comparison to the current fee schedule is attached as Exhibit B.

Compliance

To address increased costs, CDD proposes to increase the Compliance Fee charged on applications and permits. Specifically, On-Site and Planning propose increasing their Compliance Fees by 5%. The Building Department fee charges a 0.16% fee based on building valuation. CDD proposes raising the Compliance Fee on building permits to 0.18% with a proposed cap (currently \$350) \$370.

Advanced Planning Fee

The Advanced Planning Fee (APF) is an administrative fee that is calculated based on the building valuation associated with a project requiring a building permit. This fee will support administrative services in CDD and long-range planning projects that are not currently fee supported but are projects that will guide the future of the County. These projects include the Comprehensive Plan, Transportation Planning, annexations, urban growth boundary expansion and enterprise zones. The Advanced Planning Fee would also support regular code updates. These long-range planning projects are critical to ensure we have lands available for development, including plans for the infrastructure to support that development.

The proposed Advanced Planning Fee is a small percentage of the building valuation and would be in addition to the current fees. It would be paid at the time a building permit is purchased.

Looking back through the last five fiscal years, the below table shows the APF that could have been collected. The table includes different variations that the County could pursue in adopting the Advanced Planning Fee. The options include a cap and a minimum valuation requirement. If we include a minimum valuation (e.g., \$300,000) CDD would not be charging the APF on smaller or less expensive projects (e.g., most accessory structures, most remodels, and in some cases lower cost residential structures). The County could also cap the Advanced Planning Fee (e.g., at \$10,000).

Fiscal Year	Total APF at 0.30% (with no cap or min. valuation)	Total APF at 0.30% with min. valuation (\$300,000)	Total APF at 0.30% with min. valuation (\$300,000) and \$10,000 cap
FY '18	\$730,900	\$595,800	\$186,200
FY '19	\$1,087,000	\$961,100	\$165,700
FY '20	\$391,600	\$282,300	\$242,600
FY '21	\$2,284,200	\$1,851,900	\$281,700
FY '22	\$1,472,600	\$1,342,700	\$325,100
AVG	\$1,193,300	\$1,063,100	\$240,300
Annual Fee			

To support their planning programs, Deschutes County and Jefferson County both have an Advanced Planning Fee. Deschutes County's current APF is 0.29% of building valuation and has proposed raising it to 0.34%.² Deschutes County also has a Public Counter Information Fee of 0.30% of building valuation that supports its current planning program. Neither fee has a minimum valuation or cap. Jefferson County charges 2.5% of the cost of the building permit. Building permit fees are based on building valuation.

² In Deschutes County, it sounds like Central Oregon Builders Association has supported this fee because without planning there will be no building.

Jefferson County does not have a cap. Similar to Prineville, Madras' building program is managed by the county. Jefferson County does not charge the APF on city building permits.

To ensure funding is available for necessary long-range planning to support growth in Crook County, CDD recommends adopting an Advanced Planning Fee. Using Deschutes County's model of basing the fee on the building valuation is easiest to implement. CDD also recommends that the fee be charged on building permits issued inside City limits. Everybody who lives in the City also lives in the County, so the fee benefits their community. Additionally, long-range planning for the UGB and annexation requires coordination with City.

As noted above, Planning will request \$250,000 for long-range planning projects in FY '24. The Comprehensive Plan update will be a several-year project requiring at least that much each year to support staff and consultant expenses on that project. Specific areas, such Juniper Canyon, Powell Butte, and Juniper Acres also require long range planning to address population increases. Accordingly, given that the average APF would have been approximately \$240,000 per year, at 0.30% of building valuation, with a \$300,000 minimum valuation, and a \$10,000 cap, CDD recommends adopting that the APF be adopted with those limitations (at a minimum). That said, as proposed, the APF would barely cover the anticipated costs for long-range planning over the next few years. Accordingly, increasing the percentage charged (e.g., to 0.35%) or raising the cap is reasonable.



May 2, 2023

RE: Planning Department Fees 2023/2024 Fiscal Year

For consideration by the Crook County Court,

ORS 215.416(1) states, "The governing body shall establish fees charged for processing permits at an amount no more than the actual or average cost of providing that service." In the Winter of 2023, the Planning Department initiated a fee study to ensure that the department is covering its cost of services for application reviews. Staff compiled a list of the average time spent on each specific application, with time spent broken into five categories.

- 1. Pre-Application Submittal
- 2. Application Intake
- 3. Planner Review
- 4. Notice
- 5. Hearings
- 6. Newspaper Notice

The data compiled by the Planning Department was then provided to the Finance Department. The Finance Department then compiled the total cost of each employees' hourly rates. The Planning Department identified which employees are involved in each portion of the above listed categories, and the cost was either averaged, or summed together by the Finance Department depending on if multiple staff are involved in a category, or if it's typically one staff member involved in the category. The total cost was then calculated and has been reflected in our proposal.

A number of those fees are either being adjusted to be higher than the previously adopted amount, or lower. Here are a few highlights of significant changes:

Higher	Lower
Conditional use permit, modification of conditions, administrative	Conditional Use Permit, Non-farm partition
Conditional use permit, modification of conditions w/hearing	Conditional Use Permit, forest dwelling
Subdivision Final Plat Review	Destination Resort conditional use modification request
Subdivision Modification	Partitions
Destination Resort Final development review	Replats
Destination Resort Final Plat Review	· ·
Variance with public hearing	
All Agri-tourism fees (excluding single events)	

The following fees were not included in the study, and we are asking for a 5% increase on these for the next fiscal year. These fees were not included within the fee study analysis due to their scope of review being minimal, their final cost dependent upon other factors, or costs set by other agencies.

- Address Fire Marker
- Utility Address
- Documents purchased
- Complex project fee
- Temporary hardship
- Temporary hardship renewal
- Site plan review Accessory structure
- Site plan review Accessory structure under 200 sq ft
- Outline development master plan
- Temporary use permit renewal (6 months)
- Land Use Compatibility Statement

- Staff research/consultation
- All land use extensions
- Amendments to applications after completeness has been determined
- Farm stand reviews
- One mile study/soils report
- Wildlife density analysis
- Expedited single event (1 year only)
- All social gatherings
- All road approaches
- Road vacation

Brent Bybee, Planning Manager Community Development Department

							2/2202	
							023	
			2023/2024				Code	
		2023/2024 Base	Code	2023/2024	2022/2023	202/2023	Compli	202/2023
Permit Type	2023/2024 Total	Fee	Compliance	Addressing	Total	Base Fee	ance	Addressing
Address	\$115.00	\$115.00	\$0.00		\$110.00	\$110.00	\$0.00	
Fire Marker	\$25.00	\$25.00	\$0.00		\$25.00	\$25.00	\$0.00	
Utility Address	\$115.00	\$115.00	\$0.00		\$115.00	\$115.00	\$0.00	
Anneals—Remands [No Code								
Compliance Fee]								
Appeal to Planning Commission	\$250.00	\$250.00	\$0.00		\$250.00	\$250.00	\$0.00	
Appeal to County Court	\$3,500 + 20% of	\$3,500 + 20% of			\$2155 + 20% of	\$2155 + 20% of		
Appeal to county court	original fee	original fee	\$0.00		original fee	original fee	\$0.00	
700	\$2,000 deposit +	t) 000 c3			\$1,000 deposit +	\$1,000 deposit		
	services	actual cost of services	\$0.00		services	Factual cost of	\$0.00	
CD/USB records	\$10 each	\$10 each	\$0.00		\$5 each	\$5 each	\$0.00	
DOCUMENTS PURCHASED								
Duplication fees	\$0.25/page	\$0.25/page	\$0.00		\$0.25/page	\$0.25/page	\$0.00	
Duplication of oversize exhibits	\$5.00/page	\$5.00/page	\$0.00		\$5.00/page	\$5.00/page	\$0.00	
Local Appeal Record	\$10.00	\$10.00	\$0.00		\$5.00	\$5.00	\$0.00	
SNOITH BAB CHAP								
and nartitioning (Residential.								
Commercial or Industrial)			\$150.00		\$2,150.00	\$2,000.00	\$150.00	
Land partitions (two – three lots)	\$1,960.00	\$1,800.00	\$160.00		\$2,150.00	\$2,000.00	\$150.00	
Measure 49 Partition	\$2,250.00	\$2,090.00	\$160.00		\$1,805.00	\$1,655.00	\$150.00	
Farm partition/forest partition (two –	¢1 950 00	\$1,800,00	6150.00		41000	00000	27.0	
Property Line Adjustment	\$1.075.00	\$970.00	\$105.00		\$2,130.00 \$865,00	\$2,000.00	\$100.00	
Property Line Adjustment with Notice	\$1,380.00	\$1,220.00	\$160.00		\$950.00	\$850.00	\$100.00	
Combining/Uncombining tax accounts	\$785.00	\$680.00	\$105.00		\$500.00	\$450.00	\$50.00	
Final plat review	\$180.00	\$180.00	\$0.00		\$170.00	\$170.00	\$0.00	
Replat	\$1,960.00	\$1,800.00	\$160.00		\$2,150.00	\$2,000.00	\$150.00	
Validation of a unit of land	\$1,960.00	\$1,800.00	\$160.00		\$2,150.00	\$2,000.00	\$150.00	
CONDITIONAL USE PERMITS								

							2022/2	
							023	
			2023/2024				Code	
Permit Tvoe	2023/2024 Total	2023/2024 Base Fee	Compliance	2023/2024 Addressing	2022/2023 Total	2022/2023 Rase Fee	Compli	2022/2023 Addressing
Conditional use permit, administrative (e.g., dog kennels, home occupations;)		\$1,800.00	\$160.00		\$1.200.00	\$1.050.00	\$150.00	
Conditional use permit, w/hearing (e.g. bed & breakfast, multi-family residential)	\$4,120.00	\$3,960.00	\$160.00		\$2,880.00	\$2,730.00	\$150.00	
Conditional use permit, modification of conditions, administrative	\$1,380.00	\$1,220.00	\$160.00		\$550.00	\$500.00	\$50.00	
Conditional use permit, modification of conditions w/hearing	\$3,545.00	\$3,385.00	\$160.00		\$1,830.00	\$1,680.00	\$150.00	
Temporary hardship	\$465.00	\$410.00	\$55.00		\$440.00	\$390.00	\$50.00	
Temporary hardship renewal fee (every 2 years)	\$35.00	\$35.00	\$0.00		\$30.00	\$30.00	\$0.00	
Conditional use – mineral aggregate	\$10,565.00	\$10,040.00	\$525.00		\$9,850.00	\$9,350.00	\$500.00	
Conditional use – commercial energy (Additional fee will apply if a Goal								
exception is required)	\$12,015.00	\$11,490.00	\$525.00		\$11,000.00	\$10,500.00	\$500.00	
Conditional use permit, Non-farm dwelling on existing parcel	\$2,970.00	\$2,810.00	\$160.00		\$2,775.00	\$2,625.00	\$150.00	
Conditional use permit, Non-farm partition (two to three lots)	\$3,695.00	\$3,535.00	\$160.00		\$5,750.00	\$5,250.00	\$500.00	
Conditional use permit, forest dwelling	\$2,970.00	\$2,810.00	\$160.00		\$3,510.00	\$3,360.00	\$150.00	
AMENDMENTS								
Comprehensive plan amendment	\$5,755.00	\$5,230.00	\$525.00		\$6,015.00	\$5,515.00	\$500.00	
Comprehensive plan amendment,								
required goal exception	\$7,205.00	\$6,680.00	\$525.00		\$8,220.00	\$7,720.00	\$500.00	
Zone map change, measure 56 notice required	\$5,755.00	\$5,230.00	\$525.00		\$6.015.00	\$5.515.00	\$500.00	
Zone map change, if no measure 56 notice required	\$4.415.00	\$4.255.00	\$160.00		\$2 910.00	\$2.760.00	¢150 00	
					*********	מייייי וייי	חחייחיילה ל	

			ארטר/ כנטנ				2022/2	
Permit Type	2023/2024 Total	2023/2024 Base Fee	Code Compliance	2023/2024 Addressing	2022/2023 Total	2022/2023 Base Fee	Compli ance	2022/2023 Addressing
Zone text change, measure 56 notice required	\$5,390.00	\$5,230.00	\$160.00		\$4,560.00	\$4,410.00	\$150.00	
Zone text change, if no measure 56 notice required	\$4,415.00	\$4,255.00	\$160.00		\$2,910.00	\$2,760.00	\$150.00	
SITE PLAN REVIEWS Site plan review - residential	\$1 215 00	\$970.00	¢105.00	\$140.00	COAE OO	4710.00	4100.00	¢42r 00
Site plan review – accessory structure	\$315.00	\$260.00	\$55.00	00.0414	\$300.00	\$250.00	\$50.00	\$135.00
Site plan review - accessory structure (under 200 sq. ft. with no plumbing, electrical, or mechanical)	\$85.00	\$85.00	\$0.00		\$80.00	\$80.00	\$0.00	
Site plan review—accessory farm help dwelling	\$1,810.00	\$1,510.00	\$160.00	\$140.00	\$1,440.00	\$1,155.00	\$150.00	\$135,00
Site plan review – accessory farm family dwelling	\$1,810.00	\$1,510.00	\$160.00	\$140.00	\$1,440.00	\$1,155.00	\$150.00	\$135.00
Site plan review – farm dwelling	\$1,810.00	\$1,510.00	\$160.00	\$140.00	\$1,440.00	\$1,155.00	\$150.00	\$135.00
Site plan review—accessory forest- family dwelling	\$1,810.00	\$1,510.00	\$160.00	\$140.00	\$1,440.00	\$1,155.00	\$150.00	\$135.00
Site plan review – lot of record – ORS 215.705	\$1,810.00	\$1,510.00	\$160.00	\$140.00	\$1.440.00	\$1.155.00	\$150.00	\$135.00
Site plan review – Commercial, industrial	\$1,670.00	\$1,510.00	\$160.00		\$1,200.00	\$1,050,00	\$150.00	
Site plan review - utility facilities, cell	\$3 695,00	¢3 535 00	\$160.00		¢2 230 00	¢3 100 00	6150	
Site plan modification	\$785.00	\$680.00	\$105.00		\$425.00	\$375.00	\$50.00	
Renewal of expired site plan review (residential zone dwellings)	50% of the original fee	50% of the original fee	\$0.00		50% of the original fee	50% of the original fee	\$0.00	
SUBDIVISIONS / PLANNED UNIT DEVELOPMENTS								
Outline development / master plan	Varies by lot amount	\$3,475 + \$220/lot	Varies by lot amount		Varies by lot amount	\$3,310 + \$220/lot	Varies by lot amount	
Subdivision name changes	\$925.00	\$820.00	\$105.00		\$650.00	\$550.00	\$100.00	

							2022/2	
		2023/2024 Base	2023/2024 Code	2023/2024	2022/2023	2022/2023	Compli	202/2023
Permit Type	2023/2024 Total	Fee	Compliance	Addressing	Total	Base Fee	ance	Addressing
Final plat review	\$2,185.00	\$2,025.00	\$160.00		\$1,200.00	\$1,050.00	\$150.00	
Subdivision modification request by	¢E 136 00	\$4.076.00	\$150.00		41 250 00	70000	717	
Applicant Willeaming Public hearing extension request	\$925.00	\$4,370.00	\$105.00		\$650.00	\$2,200.00	\$100.00	
Bonlat	\$1 960 00	\$1 800.00	\$160.00		\$ 150.00	200000	\$100.00	
hepial	00.006,15	00.000.t¢	On note		00.0ct,2¢	\$2,000.00	\$150.00	
DESTINATION RESORT								
Conditional use permit, modification	\$16,351.00	\$15,826.00	\$525.00		\$28,850.00	\$28,350.00	\$500.00	
							Varies by	
Subdivision Phase		2000	Varies by lot		Varies by lot	\$3,310+	<u>t</u>	
	Varies by lot amount	\$3,965 + \$220/lot	amount	4	amount	\$220/lot	amonut	
Site plan review – residential	\$1,475.00	\$1,255.00	\$105.00	\$115.00	\$1,105.00	\$895.00	\$100.00	\$110.00
Site plan review – commercial	\$1,560.00	\$1,400.00	\$160.00		\$1,305.00	\$1,155.00	\$150.00	
Final development review	\$3,870.00	\$3,710.00	\$160.00		\$1,305.00	\$1,155.00	\$150.00	
Final plat review	\$2,185.00	\$2,025.00	\$160.00		\$1,200.00	\$1,050.00	\$150.00	
Replat	\$1,960.00	\$1,800.00	\$160.00		\$2,150.00	\$2,000.00	\$150.00	
OTHER PERMIT FEES								
						0	Varies by	
Legai parcei/lot determination L-4 lots	Varies by lot amount	\$1,220.00	\$160.00		Varies by lot amount	\$850.00 +\$50.00/lot	lot amount	
							Varies by	
Legal parcel/lot determination 5+ lots					Varies by lot	\$290.00	t o	
	Varies by lot amount	\$1,800.00	\$160.00		amount	+\$50.00/lot	amount	
						\$1,050.00	Varies by	
Complex project fee	Varies by actual	\$1,100.00 deposit +	Varies by actual		Varies by actual	deposit + actual	actnal	
	costs	actual costs	costs		costs	costs	costs	
Variance without public hearing	\$1,075.00	\$970.00	\$105.00		\$650.00	\$550.00	\$100.00	
Variance with public hearing	\$3,545.00	\$3,385.00	\$160.00		\$1,305.00	\$1,155.00	\$150.00	
Declaratory ruling	\$1,670.00	\$1,510.00	\$160.00		\$1,250.00	\$1,100.00	\$150.00	
Sign permit	\$635.00	\$530.00	\$105.00		\$290.00	\$240.00	\$50.00	
Temporary use permit – Property								
	\$735.00	\$680.00	\$55.00		\$300.00	\$250.00	\$50.00	

			2023/2024				2022/2 023 Code	
Permit Type	2023/2024 Total	2023/2024 Base Fee	Code Compliance	2023/2024 Addressing	2022/2023 Total	2022/2023 Base Fee	Compliance	2022/2023 Addressing
Temporary use permit – Renewal fee for property owner RV next 6 months	\$35.00	\$35.00	\$0.00		\$30.00	\$30.00	\$0.00	
Land Use Compatibility Statement	\$85.00	\$85.00	\$0.00		\$80.00	\$80.00	\$0.00	
Planning Director Determination (Interpretation-Advisory Only)	\$1,360.00	\$1,255.00	\$105.00		\$1,010.00	\$910.00	\$100.00	
Staff Research/Consultation	\$80 per hour, 1 hour minimum fee	\$80 per hour, 1 hour minimum fee	\$0.00		\$75 per hour, 1 hour minimum fee	\$75 per hour, 1 hour minimum fee	\$0.00	
All land use extension requests	\$330.00	\$275.00	\$55.00		\$310.00	\$260.00	\$50.00	
Amendments to applications after completeness has been determined	Varies by actual costs	\$315 deposit + actual costs	Varies by actual costs		Varies by actual costs	\$300 deposit +	Varies by actual	
Refunds requests (if applicable)								
Farm stand reviews	\$330.00	\$275.00	\$55.00		\$310.00	\$260.00	\$50.00	
One mile study/soils report	\$275.00	\$220.00	\$55.00		\$260.00	\$210.00	\$50.00	
Wildlife density analysis	\$85.00	\$85.00	\$0.00		\$80.00	\$80.00	\$0.00	
Agritourism in County Exclusive Farm Use Zones								
Expedited Single Event (1 Year only)	\$265.00	\$160.00	\$105.00		\$150.00	\$150.00	\$0.00	
Single Event	\$1,270.00	\$1,110.00	\$160.00		\$650.00	\$550.00	\$100.00	
2-6 Events without Public Hearing	\$1,995.00	\$1,835.00	\$160.00		\$850.00	\$750.00	\$100.00	
2-6 Events with Public Hearing	\$4,415.00	\$4,255.00	\$160.00		\$1,305.00	\$1,155.00	\$150.00	
7-18 Events	\$5,135.00	\$4,975.00	\$160.00		\$2,880.00	\$2,730.00	\$150.00	
Social Gatherings								
101-250 Participants	\$280.00	\$220.00	\$60.00		\$260.00	\$210.00	\$50.00	
251-500	\$655.00	\$550.00	\$105.00		\$625.00	\$525.00	\$100.00	
501-1000	\$1,260.00	\$1,100.00	\$160.00		\$1,200.00	\$1.050.00	\$150.00	
1000-3000	\$1,815.00	\$1,655.00	\$160.00		\$1,725.00	\$1,575.00	\$150.00	
Mass Gatherings	\$6,035.00	\$5,510.00	\$525.00		\$5,750.00	\$5,250.00	\$500.00	
Road Naming	\$2,065.00	\$1,960.00	\$105.00		\$500.00	\$450.00	\$50.00	
		006						

		2023/2024 Base	2023/2024 Code	2023/2024	2002/2002	2002/2003	2022/2 023 Code	2007/000
Permit Type	2023/2024 Total	Fee	Compliance	Addressing	Total	Base Fee	ance	Addressing
Road Approach	\$340.00	\$285.00	\$55.00		\$320.00	\$270.00	\$50.00	
(\$135 to Planning, \$135to Road Department)								
(\$135 to Planning, \$135 to Code Compliance)								
Road Approach - Grandfathered	\$145.00	\$145.00	\$0.00		\$150.00	\$140.00	\$0.00	
(\$45 to Planning, \$95 to Road Department)								
(\$45 to Planning, \$95 to Code Compliance)								
Re-Inspection Fee	\$55.00	\$55.00	\$0.00		\$50.00	\$50.00	\$0.00	
Subdivision/PUD approach/Destination Resort	\$1,260.00	\$1.100.00	\$160.00		\$1.200.00	\$1.050.00	\$150.00	
For County maintained roads (\$425 to Planning, \$625 to Road)							POTEN	
Pubilc and private roads(\$425 to Planning, \$625 to Code Compliance)								
Commercial/ industrial or institutional approach	\$660.00	\$555.00	\$105.00		\$630.00	\$530.00	\$100.00	
(\$265 to Planning, \$265 to Road)								
(\$265 to Planning, \$265 to Code Compliance)								
Road Vacation (\$945.00 to County Counsel, \$485.00 to Road)	\$1,500.00	\$1,500.00	\$0.00		\$1,430.00	\$1,430.00	\$0.00	



Agenda Item Request

Date:

May 3, 2023

Meeting date desired:

May 10, 2023, Work Session

Subject:

Internal Services Charges to Extension Services District – Building ownership change

Background and policy implications:

The County implemented internal service charges for facilities, administration, legal, human resources, finance and information technology in fiscal year 2020. The charges to the Extension District have not been consistently charged and the District has negotiated amendments to a memorandum of understanding with the County related to facility charges. Internal charges have been reviewed and alternatives discussed with Kim Herber, District Office Manager. From these discussions the District is agreeable to pay internal service charges that are consistent to those charged County departments for legal, administration, finance, and human resources.

The district does not use the County's IT services.

Budget/fiscal impacts:

Facilities and District fiscal year 2024 budgets have been adjusted accordingly.

Requested by:

Andy Parks

Presenters:

Andy Parks

Legal review (only if requested):

NA

Attachments

Memo



Memo

To: Kim Herber, Crook County Ag Extension Service District Office Manager

From: Andy Parks, Administration

Date: May 3, 2023

Re: Internal service charges and facilities

Per our discussions we have agreed to bring the following to the County Court for their approval:

- Internal service charges for administration, legal, finance, and human resources will be charged consistent with the same methodology used to charge all County operations.
- The District uses information technology systems provided by OSU. There will be no charges by the County to the District for IT.
- Facilities
 - Transfer ownership of the Cloverleaf and Extension office building to the District for \$1
 - Enter into a long-term land lease (land the buildings are on) for \$1 per year
 - The land lease will include maintenance standards for the building, landscaping and parking consistent with those requirements of other land leases, e.g., airport hangar maintenance standards
 - Use of the buildings are limited to District purposes only, i.e., if the District acquired another building and vacated either building, the building ownership would revert to the County and the District would not be able to enter into leases with other users
 - County use of the Clover Building and Extension Office conference room consistent with Extension usage policies at no cost to the County
 - County facilities staff will be available for maintenance services upon request by the District at billing rates established by the County
 - Parking maintenance will be consistent with an MOU with COCC, the County and District



Agenda Item Request

Date:

May 3, 2023

Meeting date desired:

May 10, 2023 Work Session

Subject:

Space Needs Assessment - Draft Findings

Background and policy implications:

With the pending relocation of several departments from the Courthouse to the Justice Center and the pending renovation of the Courthouse, the County Court recently authorized a high level review of space needs for eleven of the County's departments and functions and a visioning exercise of utilization of a renovated Courthouse facility and additional building needs/opportunities. The desired outcome of this effort is to gain consensus on next steps for the County with respect to the Courthouse renovation and additional building(s), including location.

Budget/fiscal impacts:

Pending

Requested by:

Andy Parks

Presenters:

Brian Barney, Andy Parks, Will Van Vactor, Katie Plumb

Legal review (only if requested):

NA

Attachments

Report



Agenda Item Request

Date:

May 3, 2023

Meeting date desired:

May 10, 2023 Work Session

Subject:

Requested Rate Increase - Republic Services

Background and policy implications:

Republic Services holds a franchise agreement with the County. Per County Ordinance 161, a requested rate increase greater than the lesser of the last reported U.S. Consumer Price Index, (which would be the March CPI-U of 5.0% published April 14, 2023). (the ordinance does not provide another measure to compare for the lesser). The request must be made prior to May 1.

Republic is requesting a ten percent (10.0%) rate increase. The requested increase is greater than the last reported change in the CPI of five percent.

Per the ordinance, the County must hold a public hearing within 60 days of receipt of the rate increase request.

Budget/fiscal impacts:

The County receives a three percent (3.0%) franchise fee.

Requested by:

Andy Parks

Presenters:

Andy Parks, Eric Blaine

Legal review (only if requested):

NA

Attachments

Request from Republic Services

I CERTIFY THAT THE WITHIN INSTRUMENT WAS

COUNTY OF CROOK } SE

•	RECEIVED FOR RECORD ON THE 29+h DAY OF
RE-RECORDING COVER SHEET	JUDE 20 10 AT 3:45 P.M. AND RECORDED IN CJRNI.
Any errors in this cover sheet <u>DO NOT</u> affect the	RECORDS OF SAID COUNTY MF NO. 2010-073
transactions(s) contained in the instrument itself.	DEANNA, E. PERMAN, CROOK COUNTY CLERK
	BY JOHNS JAMMON DEPUTY
AFTER RECORDING RETURN TO:	
Address:	CONKIN CROOM
City/State/Zip	
9	
RE-RECORDED TO CORRECT Addition of E	whihit A
KE-KECORDED TO CORRECT TRACE TOOL OF T	ENTOT OREG
AT THE REQUEST OF Dave Gordon	A DITTERN SERVICE
PREVIOUSLY RECORDED AS MICROFILM # 2005	<u> </u>
OR BOOK #PAGE #	
The undersigned hereby certifies the above informs	ation to be true and correct.
Mary Jon Johnson	
Mary Con Johnson, Assistant to Dave &	Sordon
PRINTED NAME AND TITLE:	# DE
until a change is requested, all tax stateme	NTS SHALL RE SENT TO TUTE
FOLLOWING ADDRESS (only for instruments conveying or co	
estate):	
VameAddress:	
City/State/Zip	7
pocument title): Ordinance 11	le l
FRANTOR (DIRECT) OF COUNTY COUNTY	

TRUE AND ACTUAL CONSIDERATION PAID (only for instruments conveying or contracting to convey fee title to any real estate):

\$

GRANTEE (INDIRECT) or DEBTOR (DEFENDANT)

THE AMOUNT OF THE CIVIL PENALTY OR THE AMOUNT, INCLUDING PENALITES. INTEREST AND OTHER CHARGES, FOR WHICH THE WARRANT, ORDER OR JUDGMENT WAS ISSUED (for instruments to be recorded in Lien Records);

RECORDING COVER SHEET

Any errors in this cover sheet **DO NOT** affect the transactions(s) contained in the instrument itself.

AFTER RECORDING RETURN TO:

300 DE 3rd, Rm 10 Principle, OR 97754

UNTIL A CHANGE IS REQUESTED, ALL TAX STATEMENTS SHALL BE SENT TO THE FOLLOWING ADDRESS (only for instruments conveying or contracting to convey fee title to any real estate):

NAME(S) OF TRANSACTION(S):

Ordinance 161

GRANTOR (DIRECT) or CLAIMANT (PLAINTIFF) OWNER

County Court

GRANTEE (INDIRECT) or DEBTOR (DEFENDANT) SECURITY INTEREST HOLDER

TRUE AND ACTUAL CONSIDERATION PAID (only for instruments conveying or contracting to convey fee title to any real estate):

\$

THE AMOUNT OF THE CIVIL PENALTY OR THE AMOUNT, INCLUDING PENALITES, INTEREST AND OTHER CHARGES, FOR WHICH THE WARRANT, ORDER OR JUDGMENT WAS ISSUED (for instruments to be recorded in Lien Records):

\$

KEY PUNCHED

MAR 2 8 2005

STATE OF OREGON 3 ss 200538

I CERTIFY THAT THE WITHIN INSTRUMENT WAS ABORIVED FOR RECORD ON THE 28+1 DAY OF

March 202005 AT 3:50 P. M.

DEANNA, E BERMAN DROOK COUNTY CLERK

CJRNL RECORDS OF SAID COUNTY MF NO. 2005-38

AND RECORDED IN

ORDINANCE NO. 161

GRANTING AN EXCLUSIVE FRANCHISE TO PRINEVILLE DISPOSAL, INC. FOR THE MANAGEMENT AND COLLECTION OF SOLID WASTE; PROVIDING PENALTIES FOR VIOLATION THEREOF; REPEALING ALL ORDINANCES IN CONFLICT HEREWITH

THE CROOK COUNTY COURT ORDAINS AS FOLLOWS:

Section 1. Title.

This Ordinance shall be known as the Crook County Solid Waste Collection Service Franchise Ordinance.

Section 2. Purposes, Policy and Scope.

It is declared to be the public policy of Crook County to regulate solid waste management to:

- (1) Ensure safe, efficient, economical and comprehensive solid waste service.
- (2) Eliminate overlapping service and thereby increase efficiency and decrease truck noise, street wear, energy waste and air pollution.
- (3) Conserve energy and material resources, reduce solid wastes, and promote material and energy recovery in all forms.
- (4) Provide for technologically and economically feasible resource recovery.
- (5) Minimize public inconvenience.
- (6) Protect public health and the environment, and particularly, through the orderly provision of waste disposal throughout the county, to discourage illegal dumping on public and private land.
- (7) Provide public service standards.
- (8) Protect against improper and dangerous handling of hazardous wastes.
- (9) Ensure the provision of service to all citizens.

Section 3. Definitions.

For purposes of this Ordinance, the following terms have the following definitions:

(1) County: Crook County, Oregon.

- (2) County Court: The County Court of the County of Crook, Prineville, Oregon.
- (3) Compensation: Compensation includes:
 - (a) Any type of consideration paid for service including, but not limited to, rent, the proceeds from resource recovery, any direct or indirect provision for the payment of money, goods, services or benefits by tenants, lessees, occupants of similarly situated persons; and
 - (b) The exchange of service between persons.
- (4) Franchisee: The person or persons granted a franchise by this Ordinance and a subsequent Ordinance or a subcontractor to such person or persons.
- (5) Hazardous Waste: Any Waste:
 - (a) Defined as hazardous waste by or pursuant to ORS 466.005, or
 - (b) Defined as hazardous waste by another governmental unit having jurisdiction; or
 - (c) Determined by the County Court or other competent authority to be hazardous to service workers, to service equipment, or to the public.
- (6) Person: Any individual, partnership, association, corporation, trust, firm, estate, joint venture or other private legal entity or any public agency.
- (7) Recyclable Material: Any material or group of materials that can be collected and sold for recycling at a net cost equal to or less than the cost of collection and disposal of the same material.
- (8) Resource Recovery: The process of obtaining useful material or energy resources from solid waste, including reuse, recycling, and other materials recovery or energy recovery of or from solid waste.
- (9) Service: The collection, transportation or disposal of or resource recovery from solid waste.
- (10) Solid Waste: All solid waste or semi-solid waste including, without limitation, garbage, rubbish, refuse, trash, ashes or swill, newsprint or waste paper, corrugated cardboard, grass clippings, compost, residential, commercial, industrial, governmental or institutional waste, discarded

home or industrial appliances, equipment or furniture, vehicle parts or tires, vegetable or animal wastes, infectious waste, and other wastes.

- (11) Solid Waste Management: The prevention of or reduction of solid waste; management of service and facilities and equipment necessary or convenient to such activities.
- (12) Source Separate: Source separate means that the person who last uses recyclable material separates the recyclable material from solid waste.
- (13) Waste: Material that is no longer directly useable by the source, generator or producer of the material, which material is to be disposed of or be resource recovered by another person.
 - (a) The fact that all or any part of the materials may have value and thus be recovered does not remove them from this definition.
 - (b) The fact that the source, generator or producer of materials has separated or segregated such material from other waste does not remove the materials from this definition.

Section 4. Persons and Practices Exempt from Franchise.

Nothing in this Ordinance requires a Franchise from the following persons for the following business or practices:

- (1) The collection, transportation and reuse of repairable or cleanable discards by a private charitable organization regularly engaged in such business or activity.
- The collection, transportation and reuse or recycling of totally sourceseparated materials or operation of a collection center for totally sourceseparated materials by a religious, benevolent, fraternal or charitable organization, which organization was not organized or operated for any solid waste management purpose and which is using the activity for fund raising; including, without limitation, scouts, and churches.
- (3) The collection, transportation or redemption of returnable beverage containers under ORS Chapter 459 and the portion thereof commonly known as the "Bottle Bill".
- (4) The generator or producer who transports and disposes of waste created as an incidental part of regularly carrying on the business or service of auto wrecking, to the extent licensed by the State of Oregon; demolition, land clearing or construction; janitorial service; gardening, park maintenance or landscaping service; street sweeping, auto body recovery; or septic tank

pumping or sludge collection. "Janitorial Service" does not include cleanup of accumulated or stored wastes.

- (5) The transportation by a person of solid waste generated or produced by such person or such person's former tenant to a disposal site, resource recovery site or market. The transportation by a property owner of residential property of solid waste left upon such owner's property by former tenants or former occupants to a disposal site, resource recovery site or market.
- (6) The purchase of totally source-separated solid waste for fair market value.
- (7) The providing of Service for wastes determined by competent authorities to be hazardous.
- (8) Any practice, business or activity may be exempted by the County Court after public hearing thereon. In considering whether the County Court shall exempt such practice, business or activity, it may consider the purposes and standards of this Ordinance and may require terms and conditions as it deems necessary in the public interest.

Section 5. Practices Prohibited Without a Franchise.

Unless exempted by Section 4 or franchised pursuant to Section 6 of this Ordinance, no person shall:

- (1) Solicit customers for Service; or
- (2) Advertise the providing of Service; or
- (3) Provide Service in the County.

Section 6. Grant of Exclusive Franchise.

Except as provided in Section 4, there is hereby granted to Prineville Disposal, Inc. the exclusive right, privilege, and franchise to provide service within the County, but not including the area within the city limits of the City of Prineville, as of the date of this Ordinance and any area that may hereafter by annexed to the County and, for that purpose, to utilize the roads and streets of the County.

Section 7. Franchise Term.

(1) The rights, privileges, and franchise granted by this ordinance shall begin on the effective date of this ordinance and shall be considered as a continuing 6 year franchise, unless sooner terminated pursuant to Section 10. Beginning on March 15 of each year, the franchise will be considered renewed for an

additional 6 year term unless at least thirty (30) days prior to March 15 of any year, the one party shall notify the other in writing of intent to terminate the franchise.

Upon the giving of such notice of termination, the franchisee shall have a franchise which will terminate 6 years from the date of notice of termination. The parties may later modify the term or reinstate, conditioning renewal upon mutual agreement. If the County notifies the franchisee of its intent to terminate the franchise, the franchisee shall have the right for a hearing before the County Court before any termination is made, provided such hearing is requested by the franchisee within thirty (30) days of the notice, in writing. Nothing in this section restricts the County Court from suspending, modifying or revoking the franchise for cause, pursuant to (2) of this Section and Section 10 of this Ordinance.

- (2) In addition to the terms set forth in Section 10, the permission and authority granted by this Ordinance may be revoked or terminated by County at the Court's sole discretion whenever any of the following occur;
 - (a) Franchisee violates any material term of this Ordinance; whether a term is "material" shall be determined by county at county's sole discretion.
 - (b) Franchisee is in material breach of or default under this Ordinance;
 - (c) Action or failure to act on the part of the Franchisee leads to financial penalty or punitive regulatory action levied against the County or by a state or federal agency.
 - (d) Franchisee becomes insolvent, or unable or unwilling to pay its debts, or is adjudged bankrupt or seeks relief under the bankruptcy laws;
 - (e) By mutual agreement.

Section 8. Franchise Fee.

- (1) Franchisee shall pay to the County a franchise fee or charge equivalent to 3 percent of Franchisee's gross operating revenue as the same is defined herein. Franchise fees shall be levied in the same manner and in the same amount upon all Franchisees. Franchise fees shall be in addition to all landfill disposal fees charged to Franchisee.
- (2) Gross Operating Revenue, as used herein shall be defined as the gross revenue (before operating expenses) from solid waste collection services within the Franchise area.

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- (3) The franchise fee due hereunder shall be paid annually on or before 30 days following the anniversary of the effective date of this Ordinance.
- (4) The County acknowledges that under the terms of this new Franchise, the County should pay for services provided to the County by Franchisee. In lieu of this, however, the County and Franchisee may reach a mutually agreed upon level of services, including recycling to the County and mutually agreed upon level of charges for these services. This mutually agreed upon amount may then be deducted from the annual franchise fee due to the County by Franchisee. Any such mutual agreement shall be reduced to writing and signed by the County and Franchisee.
- (5) The County Treasurer, or any person authorized in writing by him or her, may examine during normal business hours upon reasonable notice to the Franchisee the books, papers and accounting records relating to Franchisee's gross operating revenue for purposes of verifying the accuracy of any calculation of Franchisee Fee pursuant to ORS 192.501(5). Such examination shall be made not less than every 4 years. Records submitted to or reviewed by the Treasurer or any examiner designated by him or her for the purpose of calculating Franchise Fee owed may reasonably be considered confidential, and the County government hereby commits itself in good faith not to disclose the contents of same inasmuch as the County Court finds that the public interest would suffer through such disclosure.
- (6) It shall be a breach of this Agreement for the Treasurer or any examiner designated by him or her to make known, in any manner whatever, the business affairs, operations or information obtained by an examination of records and equipment of any Franchisee or any other person visited or examined in the discharge of official duty, or the amount or source of income, profits, losses, expenditures or any particular thereof set forth in any statement or applications, or to permit any statement or application, or copy of either, or any book containing any abstract or particulars thereof, to be seen or examined by any person; provided that nothing in this subsection shall be construed to prevent the following:
 - (a) The disclosure to or examination of records and equipment by another county official, employee or agent for collection of Franchise Fees for the sole purpose of administering or enforcing any provision of this ordinance or collecting Franchise fees as provided for hereunder.
 - (b) The disclosure, after the filing of a written request to that effect, to the franchisee himself, receivers, trustees, executors, administrators, assignees and guarantors, if directly interested, of

information as to any paid franchise fee, any unpaid franchise fee or the amount of franchise fee required to be collected, together with interest and penalties thereon; further provided however that County Counsel approves each disclosure and that the Treasurer may refuse to make any disclosure referred to herein when in his or her opinion the public interest would suffer thereby.

- (c) The disclosure of the names and addresses of the Franchisee.
- (d) The disclosure of general statistics regarding taxes and fees collected of business done in the county.
- (e) By order of a court of competent jurisdiction.
- (f) As may be required by Public Records Law.
- (7) Notwithstanding the above, nothing herein shall be deemed to enlarge or otherwise broaden the applicability of the Oregon Public Records Law and the provisions therein, which protect the confidentiality of records that may reasonably be considered confidential.
- (8) The County Court may waive all or part of the Franchise Fee upon determination that waiver is in the public interest.

Section 9. Franchisee Responsibility.

- (1) The Franchisee shall:
 - (a) Provide service to any and all persons who so desire and are located within the County, exclusive of the area included within the city limits of the City of Prineville, subject to the provisions of Sections 11 and 13 of this Franchise.
 - (b) Dispose of solid waste at the site approved and designated by the County Court and comply with all applicable laws, rules and regulations of the United States of America, the State of Oregon and the County of Crook, including all agencies and subdivisions thereof.
 - (c) Provide and keep in force public liability insurance in the amount of not less than \$500,000 for injury to a single person, \$500,000 to a group of persons and \$100,000 property damage, all relating to a single occurrence. In addition to the above-described insurance, Franchisee shall keep and maintain "umbrella coverage" in the amount of \$1,000,000. All insurance requirements stated in this paragraph shall be subject to review and revision by the county on

a yearly basis. Such insurance shall be evidenced by a Certificate of Insurance filed with the County Treasurer. All such insurance shall include Crook County as a named insured and shall provide that coverage shall not be reduced or cancelled without 30 days advance written notice to Crook County.

- (d) Franchisee shall at all times conduct its operations under this Franchise, in a safe and workmanlike manner so as not to present a danger to the public or County. Franchisee shall pay, save harmless and indemnify County from any loss, liability, claim, cost or expense including attorney's fees at trial or on appeal against County arising from any act or omission of Franchisee carrying out its operations under this Franchise. In addition, Franchisee shall pay, save harmless and indemnify County from any loss, liability, claim, cost or expense, including attorney's fees at trial or on appeal against County arising from any unlawful "takings" claim by third-party disposal companies.
- (e) Within 30 days after the effective date of this Ordinance, file with the County Clerk a written acceptance of this Franchise by endorsing acceptance on a copy of this Ordinance.
- (f) Provide sufficient collection vehicles, containers, facilities, personnel and finances to provide good service.
- (g) On or before the effective date of this Ordinance, Franchisee shall provide at Franchisee's expense, all required permits and licenses necessary for operation of its business, including but not limited to all land use or conditional use approvals.
- (h) Except as otherwise provided, all vehicles used in the collection and/or transportation of waste shall be equipped with a leak-proof metal body of the compactor type. If a Franchisee uses a specially designated motorized local collection vehicle for transporting solid waste over short distances from residential or commercial stops to waiting trucks, the container portion of such vehicle shall be equipped with a cover, adequate to prevent scattering of the load. All vehicles shall be properly licensed, registered, and equipped in compliance with the motor vehicle laws of the State of Oregon.
- (i) Respond promptly and effectively to any complaint on service.
- (j) Provide a performance bond in the amount of \$100,000 with a surety licensed to do business in the State of Oregon conditioned upon the full and faithful performance of this Agreement and Franchise and this Ordinance. In the event that the County Court

finds that the Franchisee has adequate experience and otherwise meets the requirements to guarantee service, it may waive, by County Court action, all or part of the bond requirements and may attach any necessary condition to the waiver.

- (k) The Franchisee shall provide the Opportunity to Recycle in accordance with ORS 459 and ORS 459A. In addition, the Franchisee shall comply with any and all rules and regulations adopted by the Department of Environmental Quality together with any additional rules adopted by this County.
- (2) The Franchisee is not required to store, collect, transport, transfer, dispose of or resource any of what is determined by competent authorities to be hazardous waste; provided, however, that the Franchisee may provide such service outside this Ordinance in compliance with all-applicable laws, ordinances and regulations.
- (3) The Franchisee may subcontract with others, to provide a portion of the service where Franchisee does not have the necessary equipment or service; however, such subcontract shall be with the approval of the County Court. Such a subcontract shall not relieve the Franchisee of total responsibility for providing and maintaining service and from compliance with this Ordinance.

(4) The Franchisee shall not:

- (a) Give any rate preference to any person, locality or type of solid waste stored, collected, transported, disposed of or resource recovered. This paragraph shall not prohibit uniform classes of rates based upon length of haul, type or quality of solid waste handled and location of customers so long as such rates are reasonably based upon cost of the particular service and are approved by the County Court; nor shall this paragraph prevent any person from volunteering service at reduced cost for a charitable, community, civic or benevolent purpose.
- (b) Transfer this Franchise in any way or any interest therein, or transfer any ownership interest in Franchisee including but not limited to the transfer of Franchisee stock to any other person without prior written approval of the County Court, which approval shall not be unreasonably withheld.

Section 10. Suspension, Modification or Revocation of Franchise.

(1) Failure to comply with written notice from the Court to provide necessary service or otherwise comply with the provisions of this Ordinance after

- written notice and reasonable opportunity to comply shall be grounds for modification, revocation or suspension of this Franchise.
- (2) After receipt of the aforementioned written notice from the County Court, the Franchisee shall have 30 days from the date of mailing of the Notice in which to comply.
- (3) If the Franchisee fails to comply within the specified time, the County Court may suspend, modify, or revoke the Franchise or make such action contingent upon continued non-compliance with this Ordinance. This paragraph shall not restrict Franchisee's appeal rights, if any.
- (4) In the event the County Court finds an immediate and serious danger to the Public it may take such action as it deems necessary in the public interests.

Section 11. Termination of Service.

The Franchisee shall not terminate service to any customers unless:

- (1) The street or road access is blocked and there is no alternate route, or
- (2) Excessive weather conditions render providing service unduly hazardous to persons providing service or such termination is caused by accidents or casualties caused by an act of God, public enemy or vandalism, or
- (3) A customer is not complying with the prohibitions of Section 13 of this Ordinance or has not paid for service provided after a regular billing and after a fifteen (15) day written notice to pay, or
- (4) Ordered by a legislative, administrative or judicial body having iurisdiction.

Section 12. Rate Determination.

- (1) Within thirty (30) days of the effective date of this Ordinance, maximum rates for Service shall be determined by the County Court after a public hearing and upon application by Franchisee. Until such time as rates are adopted as set forth hereunder, Franchisee shall continue to use its current rates. Rates adopted by the County Court under this Section shall be by order and shall be in compliance with ORS 459A. Rates for service shall be contained in the document marked Exhibit "A," attached hereto and by this reference hereby incorporated in this Ordinance.
- (2) Following the one-year anniversary of the effective date of this Ordinance, and not less than annually thereafter, Franchisee may increase each

category of its maximum rates for service by a percentage not greater than the lesser of the last reported U.S. Consumer Price Index. Prior to implementing such rate increase, Franchisee shall provide written notice to customers not less than 30 days before mailing billing statements or invoices utilizing the new rates bills. Such notice shall clearly explain the relationship between the rate structure and relevant consumer price index. Prior to notifying customers of the rate increase, Franchisee shall provide written notice to the County Court of intent to increase rates in accordance with this section, and County Court shall subsequently acknowledge such rate increase within 60 days of receipt in the form of an order of the County Court.

- (3) In the event Franchisee wishes to increase maximum rates for service by a percentage greater than the lesser of the last reported U.S. Consumer Price Index, Franchisee may by May 1 of each calendar year following the adoption of this Ordinance file an application for an adjustment in rates. In support, the Franchisee shall provide the County Court with all information deemed necessary by the County Court with respect to the operations of Franchisee in order to make a reasonable and rational decision on the application. In a scheduled Public Hearing, the County shall act upon such request for rate adjustment no later than sixty (60) days following receipt of request for adjustment. The new rate increase or decrease will begin thirty (30) days following conclusion of the hearing if approval is granted for a rate change. Rates shall be changed by Order of the County Court.
- (4) In determining the appropriate rate to be charged by the Franchisee, the County Court may consider any or all of the following:
 - (a) The cost of performing the service provided by the Franchisee.
 - (b) The anticipated increase in the cost of providing this service.
 - (c) The need for equipment replacement and the need for additional equipment to meet service needs; compliance with federal, state, local law, ordinances and regulations; or technological change.
 - (d) The investment of the Franchisee and the value of the business and the necessity that the Franchisee have a reasonable annual rate of return on revenues in the range of 8% to 12%, with a target of 10%. Return on investment shall be determined based upon generally accepted accounting principals (GAAP). Franchisee's books shall be made available to County upon request to verify profits.

- (e) The rates charged in other cities of similar size in surrounding jurisdictions for similar service.
- (f) The public interest in assuring reasonable rates to enable the Franchisee to provide efficient and beneficial service to the residents and the other users of the service.
- (g) The local wage scales, cost of management facilities and landfill and disposal fees or charges.
- (h) Any profit or cost savings resulting from recycling, and any additional costs resulting from recycling.
- (i) Other factors affecting the cost of providing service.
- (5) Rates charged shall not be greater than those established as provided herein, but nothing shall preclude Franchisee from charging a lesser rate than the maximum imposed rate provided for in the rate schedule approved by the County Court. Non-scheduled services may be provided at the reasonable cost of providing the service.
- (6) Franchisee shall bill and collect on a current billing basis. When Franchisee has experienced collection problems on a particular account, he may require other than current billing basis. Such other procedures will be subject to approval by the county and will be reasonable business practice and in compliance with all applicable Fair Debt Collection laws.
- (7) If approved in the rate schedule in Exhibit "A", Franchisee may charge a reasonable starting charge to any customer who has been previously terminated for failure to pay for service.
- (8) Rates established for an individual Franchisee shall be uniform or uniform within zones or classes of service.
- (9) Nothing in the above section shall prohibit Franchisee from allowing qualified senior citizen rates to persons over the age of 65. Such disability rates shall be proposed by Franchisee and approved by County as part of the Franchisee rate schedule set forth in Exhibit "A".
- (10) Franchisee may require the owner of rental or leased premises to accept responsibility, upon notification of delinquency, for payment of service to such facilities, as a condition for providing such service. Franchisee shall require the owner of rental or leased premises to sign a contractual guarantee to pay for such services upon tenant's default.

Section 13. Public Responsibility.

In addition to and not in lieu of compliance with ORS 459 and ORS 459A and other applicable laws and regulation:

- (1) No person shall place hazardous waste for collection or disposal by Franchisee without notice. This shall not apply to minor quantities of wastes generated at or by a single-family residential unit.
- (2) No unauthorized person shall place material in or remove material from a solid waste collection container without permission of the owner of the container. For the purpose of this section, the Franchisee is the "owner" of containers supplied by Franchisee.
- (3) No unauthorized person shall remove solid waste placed out for collection and resource recovery by the Franchisee or a person exempted by Section 4 of this Ordinance and operating solely within the exemption.
- (4) Unless permitted by the Franchisee, no person shall install or use any container of one cubic yard or greater in capacity for pickup by Franchisee other than those supplied by Franchisee. The purpose of this subsection is to insure safe equipment, sizes and weights and facilitate Franchisee utilizing the most efficient collection equipment and methods. Rates for use of Franchisee's containers and drop boxes shall be included in the adopted rate schedule set forth in Exhibit "A".
- (5) The Franchisee is not required to serve an underground container unless the person responsible for it places the can above ground prior to time of collection.
- (6) The Franchisee is not required to handle containers designed for mechanical pickup exceeding safe loading weights or volumes as established by the Franchisee to protect service workers, the customer, the public and the collection equipment.
- (7) The Franchisee is not required to handle containers designed for manual pickup exceeding thirty-two (32) gallons in size or sixty (60) pounds in loaded weight. Such containers shall be rigid, fireproof, and rodent proof construction and not subject to cracking or splitting. Such containers shall have proper handholds and bales.
- (8) Unless special service or service equipment is provided by the collector for handling unconfined waste, materials such as brush, leaves, tree cutting and other solid waste for manual pickup and collection shall be in securely tied bundles or in any box, sack or other receptacle. Solid waste so bundled, tied or contained shall not exceed (60) pounds in weight.
- (9) Where a customer requires an unusual volume of service or a special type of service requiring substantial investment in equipment, the Franchisee

may require a contract with the customer as necessary to finance and assure amortization of such equipment. The purpose of this provision is to assure that such equipment not become a charge against other ratepayers who are not benefited. Any such contract shall be approved in advance by the county.

- (10) Franchisee may charge extra for return service to a container or drop box or roll-off box that is blocked by automobiles or other obstacles.
- (11) Every person who generates or produces wastes shall remove or have removed all putrescible wastes at least every seven days. All wastes shall be removed at sufficient frequency as to prevent health hazard, nuisances or pollution.
- (12) No container for residential service shall be located behind any locked or latched door or gate, or inside any building or structure unless customer and Franchisee agree upon terms and compensation.
- (13) The producer or generator of waste shall clean cans and containers free of accumulated wastes. Approved disposal methods shall be as follows;
 - (1) No person shall burn, dump, or in any other manner dispose of solid waste upon any street, alley, or public place within the County except as provided in this Ordinance.
 - (2) All disposal shall be in accordance with the County of Crook's Ordinances, Rules and Regulations.
- (14) The County reserves the right to require the separation of component parts of materials in or from solid wastes and require the deposit thereof in separate cans, containers, receptacles or places and prescribe the method of disposal or resource recovery thereof.

Section 14. Severability.

Any findings by any court of competent jurisdiction that any portion of this Ordinance is unconstitutional or invalid shall not invalidate any other provision of this Ordinance. If for any reason the franchise's fee is invalidated or amended by the act of any court or governmental agency, then the highest reasonable franchise fee allowed by law shall be the franchise fee allowed by this Franchise.

Section 15. General Offenses and Penalties.

(1) A person may not:

- (a) Without the permission of the owner or generator of recyclable material, take recyclable materials set out to be collected by a person authorized by the County to provide collection service for that recyclable material, except in accordance with this Ordinance.
- (b) Remove any recyclable material from a container, box, collection vehicle, depot or other receptacle for the accumulation or storage of recyclable material without permission of the owner of the receptacle.
- (2) Violation by any person of any provision of this Ordinance, upon conviction, may be punished by a fine of not more than \$500.00. Each day of violation is a separate offense.

Section 16. Complaints.

If either the County or Franchisee receives a complaint regarding the Service provided pursuant to this Franchise, such complaint will be handled by filling out a form of the County's design and adopted by order of the County Court. Such forms will be filled out in duplicate. The cost of reproducing such forms shall be the responsibility of the Franchisee. If Franchisee receives the complaint, he is responsible for filling out the information required on such form and sending a copy to the County within thirty (30) days of the resolution of such problem. If the County should receive a complaint, it will forward to the Franchisee one copy of the form. Franchisee will be responsible for returning one copy of the form within five (5) days of the receipt of it, indicating the action taken. Failure on the part of the Franchisee to act on a complaint within the time specified or to take reasonable steps to correct a valid complaint shall be grounds for termination of the franchise as provided for under Section 10 of this Ordinance.

Section 17. Annual Update.

Franchisee shall submit an annual written operations update to the County Court on or before 30 days following the anniversary of the effective date of this Ordinance regarding the Franchise operation and any issues or concerns which may require the attention of the Court. Failure to file such update shall be grounds for termination as provided for under Section 10 of this Ordinance.

Section 18. Repeal of Prior Conflicting Ordinances.

All prior Ordinances in conflict with this Ordinance are hereby repealed.

Section 19. Franchisee Records and Reports.

Franchisee shall keep accurate books of account throughout the term of this Franchise. Franchisee shall produce its books of account for inspection by County at any time during normal business hours, after reasonable notice by County.

Enforcement of Franchise. Section 20.

County and Franchisee shall have all remedies provided by law, including termination of this Franchise, to enforce the terms and conditions of this Franchise. Failure to enforce any provision of this Ordinance shall not be construed as a waiver of a breach of any other term, condition or obligation of this Ordinance.

Franchise a Contract. Section 21.

County and Franchisee intend that this Franchise shall constitute a contractual obligation between County and Franchisee with respect to Franchisee's service and facilities.

Successor Interest. Section 22.

This franchise shall be binding upon and enure to the benefit of the parties, their successors and assigns, but no interest of franchisee in this Ordinance, or the property described in this Agreement, shall be assigned, sub-contracted or otherwise transferred, voluntarily or involuntarily, without the prior written consent of Crook County. Consent by Crook County to one transfer shall not constitute consent to other transfers or waivers of this Section.

Section 23. Emergency.

This Ordinance shall be immediately effective upon its adoption as an emergency exists.

Paulina Transfer Station. Section 24.

The prior Agreement between Crook County and Prineville Disposal, Inc. regarding operation of the Paulina Transfer Station dated April 7, 2004 shall remain in full force and effect.

Passed by the County Court this 16th day of March, 2005, and effective upon passage.

Scott R. Gooper, County Judge Michael J. Mohan, Commissioner

Sally B. Jos Man By: Accepted by Franchisee:
By: Swoodman

By: JR Man

Botal DR Man

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PRINEVILLE DISPOSAL

EXHIBIT A COUNTY FRANCHISE RATE STRUCTURE PROPOSAL-2

RURAL: LESS THAN 13 MILES FROM CITY CENTER

LEVEL OF SERVICE	WEEKLY	TWICE A MONTH	MONTHLY
1 CAN SO	10.00	7,00	5.00
1 CAN DN	13.00	11.20	8.00
35 GAL RC 50	11.00	7.70	5.50
35 GAL RC DN	14.00	11.90	8,50
65 GAL RC SO	18.00	12.60	9.00
65 GAL RC DN	22.00	16.80	12.00
95 GAL RC SO	24.00	16.80	12.00
95 GAL RC DN	28.00	21.00	15.00

DISTANT RURAL: MORE THAN 13 MILES FROM CITY CENTER

LEVEL OF SERVICE	WEEKLY	TWICE A MONTH	MONTHLY
1 CAN 50	N/A	N/A	N/A
1 CAN DN	N/À	N/A	N/A
35 GAL RC SO	N/A	N/A	N/A
35 GAL RC DN	N/A,	N/A	N/A
65 GAL RC SO	N/A.	20,00	14.00
65 GAL RC DN	N/A	26.00	18,20
95 GAL RC SO	N/A	24.00	16.80
95 GAL RC DN	N/A	30.00	21.00 I

- EACH ADDITIONAL CAN OR ROLL-CART 75% OF FIRST ONE
- "50" MEANS CUSTOMER SETS OUT CAN/CART (S) AT END OF DRIVEWAY ONTO STREET/ROAD
- "DN" MEANS OUR TRUCK DRIVES UP DRIVEWAY TO EMPTY CAN/CART (S)

BIN SERVICE	RURAL	DISTANT
1 YARD WEEKLY SERVICE	62.00	75.00
1 1/2 YARD WEEKLY SERVICE	75.00	88.00
2 YARD WEEKLY SERVICE	95.00	108,00
1 1/2 YARD 3 DAY RENTAL (EA ADDITIONAL DAY)	37.50 3.00	44.00 3.00

ROLL-OFF BOX SERVICE

ALL BOX SIZES: 60.00/HOUR TRUCK TIME + DISPOSAL (LANDFILL PER TON RATE)

DEMURRAGE (RENTAL):	PER DAY	PER MONTH					
10 YARD	4.00	88.00					
20 YARD	5.00	110.00					
30 YARD	6.00	132.00					
40 YARD	7.00	154.00					

30% DISCOUNT ON DEMURRAGE FOR MORE THAN ONE EMPTY PER MONTH AND FOR YEAR ROUND BOXES.

SPECIAL SERVICES

FLAT HOURLY RATE:

- 1 EMPLOYEE & TRUCK 60.00/HR
- 2 EMPLOYEES & TRUCK 80.00/HR

SENIOR DISCOUNTS

10% OFF- ONLY APPLIES TO REGULAR COLLECTION SERVICE, PERSONS MUST BE 65+ YEARS OLD AND PROVIDE A VALID ID AT TIME OF APPLYING FOR DISCOUNT.



Andy Parks County Administrator 203 NE Court Street Prineville, OR 97754

Dear Mr. Parks:

Please find enclosed Republic Services' 2022 annual financial information and projected information for 2023.

Detailed information can be reviewed in the attached financial information. Significant line items on the revenue and expense lines are noted below.

Revenue:

In 2022, collection revenue increased by \$126,802 or 6.5% compared to 2021 due to growth Residential revenues.

Expenses:

Overall, Total Operating Expenses increased by \$196,139 or 11.5% due to growth in revenue along with impacts experienced with inflation, supply chain disruptions and other factors. Below are details highlighting the significant increases by category.

2022 increases compared to 2021 by category: Labor Costs increased by \$60,890 or 8.2%; Fuel and Oil increased by \$59,111 or 64.0%; Repairs and Maintenance increased by \$6,358 or 73.1%; and Disposal Fees increased by \$18,009 or 5.5%; and Auto and Vehicle Expense increased by \$26,351 or 82.7%

As a result of higher operating expenses caused operating margins to fall below the allowable thresholds. Operating margins in 2022 were at 2.7%.

In 2023, expenses are expected to increase by \$186,887 or 8.9% which is than the projected revenue increase of \$79,960 or 3.8%. Along with the items listed above, we expect additional cost associated with a continued downturn in the recycling market along with an increase of landfill gate rates.

Republic Services will be requesting a rate increase of 10% effective July 1, 2023. This is based on expenses listed above increasing year over year along with the projected increase that will be expected in 2023. We believe the price increase is necessary to cover these costs and maintain the quality and sustainability of our franchise operations within the jurisdiction. We understand the price increases can be challenging for the franchise and our customers; however, we believe the increase is necessary to ensure the long-term viability of our operations. We remain committed to providing our customers with high-quality services while working hard to manage costs.

Thank you for your consideration of our request. If you have any questions or concerns, please do not hesitate to contact us.

Sincerely.

Erica Lindberg / General Manager Republic Services



CROOK COUNTY STATEMENT OF SOLID WASTE FRANCHISE OPERATIONS AS REQUIRED BY COUNTY ORDINANCE 161

Republic Services (Prineville Disposal) Year Ended December 31st	Actual 2022			
REVENUE FROM OPERTIONS: Commercial Residential Commercial Fiber Sales	\$ \$ \$	443,971 1,598,256 2,479		
Other	_\$_	- _		
Total Franchise Revenues	\$	2,044,706		
OPERATING EXPENSES: Labor Costs:				
Wages - Others	\$	627,752		
Payroll Taxes/Pension	\$	77,907		
Health Insurance	\$	102,159		
Disposal Fees	\$	342,766		
Office Expenditures	\$	13,786		
Fuel and Oil	\$	151,507		
Insurance	\$	105,672		
Franchise Fees	\$ \$ \$	61,250		
Licenses and Permits	\$	14,052		
Property Taxes - Equipment	\$	10,325		
Repairs and Maintenance	\$	15,059		
Rent Expense	\$	48,760		
Utilities and Telephone	\$ \$ \$	17,925		
Depreciation	\$	153,821		
Other: Advertising	\$	3,832		
Auto and Vehicle Expense		58,232		
Bad Debts	\$	1,877		
Business Meals and Travel	\$ \$ \$ \$ \$	3,595		
Contributions	\$	3,754		
Dues and Subscriptions	\$	3,475		
Miscellaneous	\$	81,415		
Recycling - Direct Cost	\$	6,718		
Total Operating Expenses	\$	1,905,640		
Income Taxes	_\$_	39,773.08		
NET INCOME		99,294		



CROOK COUNTY STATEMENT OF SOLID WASTE FRANCHISE OPERATIONS AS REQUIRED BY COUNTY ORDINANCE 161

Republic Service Year Ended Dece	_	Projection 2023			
REVENUE FROM Comm Resid Comm Other	\$ \$ \$ -	461,730 1,662,186 750			
Total	Franchise Revenues		2,124,667		
OPERATING EX Labor	Costs:				
	Wages - Others	\$	675,178		
	Payroll Taxes/Pension	\$	83,261		
ъ.	Health Insurance	\$	109,534		
•	sal Fees	\$	411,319		
	Expenditures and Oil	\$	14,475		
		\$	156,052		
Insura	ance hise Fees	\$	103,558		
	ses and Permits	\$ \$	63,445 14,477		
	erty Taxes - Equipment	\$ \$	10,914		
	irs and Maintenance	\$	16,290		
	Expense	\$	53,149		
	es and Telephone	\$	19,175		
Depre	\$	167,892			
Other		Ť	101,002		
	Advertising	\$	4,024		
	Auto and Vehicle Expense	\$	64,055		
	Bad Debts	\$	1,934		
	Business Meals and Travel	\$	3,728		
	Contributions	\$	17,942		
	Dues and Subscriptions	\$	3,648		
	Miscellaneous	\$	85,486		
	Recycling - Direct Cost	\$	12,990		
Total	Operating Expenses		2,092,526		
Incom	ne Taxes	_\$	9,192.13		
NET INCOME		\$	22,948		



Agenda Item Request

Date:

May 3, 2023

Meeting date desired:

May 10, 2023 Work Session

Subject:

Enterprise Resource Planning (ERP) software

Background and policy implications:

A request for quotes was issued in April 2023, with quotes due May 4, 2023. Two quotes have been received and additional quotes may be received prior to the end of the day.

Budget/fiscal impacts:

The quotes received thus far are less than the allocated ARPA funding of \$300,000.

Requested by:

Christina Haron, CPA Acting Finance Director

Presenters:

Christina Haron, CPA Acting Finance Director

Legal review (only if requested):

NA

Attachments

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

n ''' 1' 1¢	Secretary of PLA1 Special Road District									
	Mary Schnetzky									
Name: Address:	14839 SE Remington Rd									
Address:	Prineville, OR 97754									
Phone Number:	541-419-0571									
Email:	msdancing63@yahoo.com									
Please list any releva position:	ant experience you may have that would make you effective in the									
Degree in Busine	ss/Accounting, 17 yrs with the State of Oregon as a Park Specialist.									
Why do you wish to	serve in this position?									
I would like to help	the neighbors get our roads paved. Need a full board to proceed.									
A letter of interest π	naybe submitted in lieu of this form.									