



# CROOK COUNTY BOARD OF COMMISSIONERS AGENDA

Wednesday, May 15, 2024 at 9:00 am

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

Members of the public and media are welcome to attend in person or via Zoom: 1-253-215-8782;

Meeting ID: 981 7361 2010; Passcode: 033745

## PUBLIC COMMENT

## CONSENT AGENDA

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

### 1. Military Airspace Consultant Contract with Ann Beier

## DISCUSSION

### 2. Ochoco Pointe Phase 5 Final Plat

Requester: Kira Marchant

AKS Project Coordinator

### 3. 2024 In-House Asphalt Purchase

Requester: Brad Haynes

Road Superintendent

### 4. Annual renewal of DebtBook software

Requester: Christina Haron

Finance Director

### 5. Consider approving the Compensation Study Final Report

Requester: Andy Parks

### 6. Discussion regarding salary for prospective Facilities Director

Requester: Susan Hermreck

County Commissioner

### 7. Public hearing, Ordinance 343, regarding County purchasing and procurement rules, and

**declaring an emergency. Second reading.**

Requester: Eric Blaine

County Counsel

- 8. Public Hearing for Text Amendment 217-24-000016-PLNG and draft Ordinance 344 to bring zoning ordinances into compliance with current State statutes and regulations, provide clear and objective criteria within the zoning ordinance to provide for greater understanding of requirements, allow for local flexibility in interpreting code language, edit code language that is incorrect, and remove references to outdated or removed sections.**

Requester: Will Van Vactor

Community Development Director

## **ADMINISTRATOR REPORT**

## **COMMISSIONER UPDATES**

## **PUBLIC COMMENT**

## **EXECUTIVE SESSION**

The Crook County Board of Commissioners will now meet in executive session under ORS 192.660(2)(h) for the purpose of consulting with counsel concerning the legal rights and duties of a public body with regard to current litigation or litigation likely to be filed.

Representative of the news media and designated staff shall be allowed to attend the executive session.\* All other members of the audience are asked to leave the room. Representatives of the news media are specifically directed not to report on any of the deliberations during the executive session, except to state the general subject of the session as previously announced. No decision may be made in executive session. At the end of the executive session, we will return to open session and welcome the audience back into the room.

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

## **NOTICE AND DISCLAIMER**

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

Please note that while County staff members make a dedicated effort to keep this file up to date, documents and content may be added, removed, or changed between when this file is posted online

and when the Board of Commissioner meeting is held. The material contained herein may be changed at any time, with or without notice.

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

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

If you are interested in obtaining additional copies of any of the documents contained herein, they may be obtained by completing a Crook County Public Records Request form. Request forms are available on the County's website or at the County Administration office at 203 NE Court Street, in Prineville.

### **Additional Items**

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

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Contact: Seth Crawford (seth.crawford@co.crook.or.us (541) 447-6555) | Agenda published on 05/13/2024 at 4:10 PM

## AGENDA ITEM REQUEST



**Date:**

*April 30, 2024*

**Meeting date desired:**

*May 8<sup>th</sup>, 2024 Work Session*

**Subject:**

*Military Airspace Consultant Contract with Ann Beier*

**Background and policy implications:**

*The County received a grant from the US Dep't of Defense in August of last year to update our Comprehensive Plan to address potential conflicts with military airspace flightpaths and to update the County's commercial energy code. Ann Beier's role will be to provide outreach, host public meetings, and lead the comprehensive plan amendment process.*

**Budget/fiscal impacts:**

*The contract provides \$100/hr for Ann Beier's services, with a not-to-exceed amount of \$75,000. The cost of her services are fully paid by the US DOD grant funds.*

**Requested by:**

*John Eisler; Asst. County Counsel  
John.Eisler@CrookCountyOR.gov  
541-416-3919*

**Presenters:**

*Will Van Vactor*

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

*Legal drafted*

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

*N/A*

## PERSONAL SERVICES CONTRACT

This Personal Services Contract (Agreement) by and between Ann Beier, an individual (Contractor), and Crook County, a political subdivision of the State of Oregon (County), entered into effective May 15<sup>th</sup>, 2024, authorizes Contractor to carry out and complete the services as described below in consideration of the mutual covenants set forth herein.

1. **PROJECT:** The services as described on Exhibit D to this Agreement are to be provided by Contractor in connection with a Project identified as follows: Military Airspace Comprehensive Plan amendment and Zoning Ordinance update.
2. **DURATION:** This Agreement shall run from May 15, 2024 (“effective date”) through December 31, 2025, unless terminated or extended according to the provisions of this Agreement.
3. **SCOPE OF SERVICES:** Contractor will perform the services as described on Exhibit D.
4. **FEE FOR SERVICES:** Contractor’s fee for the services identified on Exhibit D to this Agreement shall be compensated at a rate of \$100.00 per hour, with total compensation under this Agreement not to exceed \$75,000.00.
5. **EXTRA SERVICES:** Contractor may also perform Extra Services (services not specified in the Scope of Services), provided Contractor and County have agreed in advance and in writing to the scope and fees for such Extra Services.
6. **EXHIBITS:** The following documents which are attached to this Agreement are incorporated herein and by this reference made part hereof:  
  
Exhibit A: Required Terms for All Public Contracts  
Exhibit B: Independent Contractor Status  
Exhibit C: Required Federal Terms  
Exhibit D: Scope of Services
7. **TAX DUTIES AND LIABILITIES:** Contractor shall be responsible for all taxes applicable to any payments received pursuant to this Agreement and is currently and will remain fully compliant with tax laws, as certified in Exhibit A. County shall not withhold, pay, or in any other manner be responsible for payment of any taxes on behalf of Contractor.
8. **SUBMITTAL OF W-9 BEFORE PAYMENT:** Contractor must provide County with a fully completed W-9 form upon execution of the Agreement and prior to beginning services. Contractor will not be paid until a fully completed W-9 form is submitted.
9. **REIMBURSEMENT OF EXPENSES:** Contractor will be reimbursed for all vehicle miles driven in the performance of this Agreement at the then-current GSA.gov POV rate, currently for 2024 at \$0.67 per mile. Contractor shall not be entitled to reimbursement by County for any expenses incurred by Contractor unless otherwise agreed in writing.
10. **PAYMENT BY COUNTY:** Unless otherwise agreed to within this Agreement, County will pay invoices on the 10th or 25th days of the month based upon date the invoice is received.

11. **INDEMNIFICATION AND HOLD HARMLESS:** The Contractor shall assume all responsibilities for the work, and bear all losses and damages directly or indirectly resulting to the Contractor, the County, or to others on account of the character or performance of the work, unforeseen difficulties, accidents, or any other cause whatsoever. The Contractor shall assume defense of, indemnify and save harmless the County, its officials, agents, and employees from all claims, liability, loss, damage and injury of every kind, nature and description, directly or indirectly resulting from activities in the performance of the Agreement, the ownership, maintenance or use of motor vehicles in connection therewith, or the acts, omissions, operations, or conduct of the Contractor or any subcontractor under the Agreement or any way arising out of the Agreement, irrespective of whether any act, omission or conduct of the County connected with the Agreement is a condition or contributory cause of the claim, liability loss, damage or injury and irrespective of whether act, omission, or conduct of the Contractor or subcontractor is merely a condition rather than a cause of a claim, liability, loss damage or injury. The Contractor shall not be liable for nor be required to defend or indemnify, the County relative to claims for damage or damages resulting solely from acts or omissions of the County, its officials, agents or employees. The absence of or inadequacy of the liability insurance required in section 15 below shall not negate Contractor's obligations in this paragraph.
12. **CONTRACTOR STATUS:** Contractor certifies it is a "Contractor" under ORS 670.600 and relevant law as it pertains to this contract and as further described in incorporated Exhibit B.
13. **CONFORMANCE WITH NATIONAL POLICY REQUIREMENTS AND OREGON PUBLIC CONTRACT LAWS:** Contractor shall fully comply with the National Policy Requirements and Oregon laws for public contracts, as more fully set forth in the Exhibits.
14. **TERMINATION:**
- 14.1. Either party may terminate this Agreement after giving ten (10) days' prior written notice to the other of intent to terminate without cause. The parties shall deal with each other in good faith during the ten (10) day period after notice of intent to terminate without cause has been given;
- 14.2. With reasonable cause, either party may terminate this Agreement effective immediately after giving written notice of termination for cause. Reasonable cause shall include material violation of this Agreement or any act exposing the other party to liability to others for personal injury or property damage;
- 14.3. Notwithstanding any other provision of this Agreement, County shall not be obligated for Contractor's performance hereunder or by any provision of this Agreement during any of County's future fiscal years unless and until the Crook County Court appropriates funds for this Agreement in County's budget for such future fiscal year. In the event that funds are not appropriated for this Agreement, then this Agreement shall terminate as of June 30 of the last fiscal year for which funds were appropriated.
15. **INSURANCE:**
- 15.1. **GENERAL INSURANCE:** Contractor shall maintain in force for the duration of this agreement a Commercial General Liability insurance policy written on an occurrence basis with limits not less than \$1,000,000 per occurrence and \$2,000,000 in the aggregate for bodily injury or property damage. The policy will contain a "per project" Aggregate endorsement. Automobile Liability (owned, non-owned and hired) insurance with limits not

less than \$2,000,000 per occurrence shall be maintained. The County, its employees, officials and agents will be named as an Additional Insured where operations are being conducted related to this Agreement, on the General Liability policy as respects to work or services performed under this Agreement to the extent that the death or bodily injury to persons or damage to property arises out of the fault of Contractor or the fault of Contractor's agents, representatives or subcontractors. This insurance will be primary over any insurance the County may carry on its own. Contractor understands that County is a public entity subject to the requirements of the Oregon Governmental Tort Claims Act, ORS 30.260 et seq. In the event that County's financial obligations or liabilities are modified by any amendment to the liability limits imposed by the Oregon Governmental Tort Claims Act, Contractor agrees that the limits regarding liability insurance set forth in this section 15.1 will be modified to conform to such limits. Contractor and County shall sign an amendment to this Agreement incorporating such modification.

- 15.2. WORKERS' COMPENSATION: Contractor shall provide and maintain workers' compensation coverage with limits not less than \$500,000 for its employees, officers, agents, or partners, as required by applicable workers' compensation laws as defined in ORS 656.027 and ORS 701.035(5). If Contractor is exempt from coverage, a written statement signed by Contractor so stating the reason for exemption shall be provided to the County.
- 15.3. EVIDENCE OF INSURANCE COVERAGE: Evidence of the required insurance coverages issued by an insurance company satisfactory to the County shall be provided to the County by way of a County approved certificate of insurance before any work or services commence.
  - 15.3.1. NOTICE OF CANCELLATION OR MATERIAL CHANGE IN COVERAGE: The certificate of insurance shall contain a requirement that the insurance company notify the County 30 days prior to any cancellation or material change in coverage. If the approved insurance company will not provide this 30-day notice, Contractor shall provide written notice to County within 2 calendar days after Contractor becomes aware that its coverage has been canceled or has been materially changed. Regardless of what circumstances caused Contractor's insurance coverage to cease or be modified, it is Contractor's responsibility to notify County. Failure to maintain proper insurance or provide notice of cancellation or modification shall be grounds for immediate termination of this contract.
- 15.4. EQUIPMENT AND MATERIAL: Contractor shall be responsible for any loss, damage, or destruction of its own property, equipment, and materials used in conjunction with the work.
- 15.5. SUBCONTRACTOR: The Contractor shall require all subcontractors to provide and maintain general liability, auto liability, professional liability (as applicable), and workers' compensation insurance with coverage's equivalent to those required of the general contractor in this Agreement. Contractor shall require certificates of insurance from all subcontractors as evidence of coverage.
- 15.6. EXCEPTION OR WAIVERS: Any exception or waiver of these requirements shall be subject to review and approval from the County.

16. GENERAL PROVISIONS:

- 16.1. ENTIRE AGREEMENT: This Agreement signed by both parties is the final and entire agreement and supersedes all prior and contemporaneous oral or written communications between the parties, their agents, and representatives
- 16.2. AMENDMENTS: The terms of this Agreement shall not be waived, altered, modified, supplemented or amended in any manner whatsoever, without prior written approval of County. No modification of this Agreement shall bind either party unless reduced to writing and subscribed by both parties, or ordered by a Court.
- 16.3. ASSIGNMENT/SUBCONTRACT: Contractor shall not assign, sell, transfer, subcontract or sublet rights, or delegate responsibilities under this agreement, in whole or in part, without the prior written approval of County. No such written approval shall relieve Contractor of any obligations of this Agreement, and any transferee or subcontractor shall be considered the agent of Contractor. Contractor shall remain liable as between the original parties to this Agreement as if no such assignment had occurred.
- 16.4. SUB-AGREEMENTS: If this project is funded in whole or in part with grant funds received by County, Contractor, as a sub-recipient of those funds, shall fully comply with all applicable terms, conditions, and requirements of the Grant Agreement, including but not limited to procurement regulations, property and equipment management and records, indemnity, and insurance provisions.
- 16.5. SUCCESSORS IN INTEREST: The provisions of this Agreement shall be binding upon and shall inure to the benefit of the parties to this Agreement and their respective successors and assigns.
- 16.6. AUTHORIZED SIGNATURES REQUIRED: Only those persons authorized by the Crook County Purchasing Rules and Procedures may enter into a binding agreement or contract, including a purchase order, for the purchase or sale of goods or services on the part of the County. All persons doing business with the County shall be responsible for being familiar with the Crook County Purchasing Rules and Procedures and for ensuring that the person purporting to act for the County has been duly authorized.
- 16.7. NO ENCUMBRANCES: Any property delivered or granted to County under this Agreement, and Contractor's Services rendered in the performance of Contractor's obligations under this Agreement, shall be provided to County free and clear of any and all restrictions on or conditions of use, transfer, modification, or assignment, and shall be free and clear of any and all liens, claims, mortgages, security interests, liabilities, charges, and encumbrances of any kind.
- 16.8. NO AUTHORITY TO BIND CROOK COUNTY: Contractor has no authority to enter into contracts on behalf of County. This Agreement does not create a partnership between the parties.
- 16.9. HOW NOTICES SHALL BE GIVEN: Any notice given in connection with this Agreement must be in writing and be delivered either by hand to the party or by certified mail, return receipt requested, to the party at the party's address as stated on the work authorization or to Crook County at 300 NE 3<sup>rd</sup> Street, Prineville, OR 97754, attention "Legal Department."
- 16.10. GOVERNING LAW AND VENUE: Any dispute under this Agreement shall be governed by Oregon law, with venue being located in Crook County, Oregon.

- 16.11. SEVERABILITY: If any provision of this Agreement is declared by a court to be illegal or in conflict with any law, the validity of the remaining terms and provisions shall not be affected; and the rights and obligations of the parties shall be construed and enforced as if the Agreement did not contain the particular provision held to be invalid.
- 16.12. ACCESS TO RECORDS: County and its duly authorized representatives shall have access to books, documents, papers, and records of Contractor which are directly pertinent to this Agreement for the purpose of making audit, examination, excerpts, and transcripts.
- 16.13. CONFIDENTIALITY: During the course of performance of work under this Agreement, Contractor may receive information regarding organizations and County's business practices, employees, clients, etc. Contractor agrees to maintain the confidentiality of such information and to safeguard such information against loss, theft or other inadvertent disclosure
- 16.14. FEDERAL EMPLOYMENT STATUS: In the event payment made pursuant to this Agreement is to be charged against federal funds, Contractor hereby certifies that it is not currently employed by the Federal Government and the amount charged does not exceed Contractor's normal charge for the type of services provided.
- 16.15. COMPLIANCE WITH ALL GOVERNMENT REGULATIONS: Contractor shall comply with all Federal, State and local laws, codes, regulations and ordinances applicable to the work performed under this Agreement. Failure to comply with such requirements shall constitute a breach of contract and shall be grounds for termination of this Agreement. Damages or costs resulting from noncompliance shall be the sole responsibility of Contractor.
- 16.16. FORCE MAJEURE: Neither party to this Agreement shall be held responsible for delay or default caused by fire, riot, acts of God and/or war which is beyond that party's reasonable control. County may terminate this Agreement upon written notice after determining such delay or default will unreasonably prevent successful performance of the Agreement.
- 16.17. RIGHTS IN DATA: All original written material, including programs, card decks, tapes, listings, and other documentation originated and prepared for County pursuant to this Agreement, shall become exclusively the property of County. The ideas, concepts, know-how, or techniques developed during the course of this Agreement by Contractor personnel can be used by either party in any way it may deem appropriate. Material already in Contractor's possession, independently developed by Contractor, outside the scope of this Agreement, or rightfully obtained by Contractor from third parties, shall belong to Contractor. This Agreement shall not preclude Contractor from developing materials which are competitive, irrespective of their similarity to materials which might be delivered the County pursuant to this Agreement. Contractor shall not, however, use any written materials development under this Agreement in developing materials for others, except as provided in this section.
- 16.18. ASSISTANCE REGARDING PATENT AND COPYRIGHT INFRINGEMENT: In the event of any claim or suit against County on account of any alleged patent or copyright infringement arising out of the performance of this Agreement or out of the use of any material furnished or work or services performed hereunder, Contractor shall defend County against any such suit or claim and hold County harmless from any and all expenses, court costs, and attorney's fees in connection with such claim or suit.

- 16.19. EQUIPMENT, TOOLS, MATERIALS, AND/OR SUPPLIES: Contractor will provide all equipment, tools, materials or supplies necessary to fulfill Contractor's obligations under the terms of this Agreement.
- 16.20. ATTORNEY FEES: In the event an action, lawsuit, or proceeding, including appeal therefrom, is brought for failure to observe any of the terms of this Agreement, each party shall bear its own attorney fees, expenses, costs, and disbursements for said action, lawsuit, proceeding, or appeal.
- 16.21. WAIVER: The failure of either party at any time or from time to time to enforce any of the terms of this Agreement shall not be construed to be a waiver of such term or of such party's right to thereafter enforce each and every provision of the Agreement.
- 16.22. TAX CREDITS: Should Contractor become entitled to tax credits or tax deductions directly attributable to the costs of energy-efficiency attributes included in the project, such as those provided for in IRS Notice 2008-40, Contractor and County agree to share equally in any net tax benefit received by Contractor. For the purposes of this provision: (a) "net tax benefit" means the reasonable estimate of the net reduction in Contractor's tax liability for the current period, including any tax benefit, reduced by Contractor's reasonable costs for applying for and calculating the benefit, and (b) "reduction in Contractor's tax liability" means a reduction in the amounts due or to become due for federal and state income taxes of Contractor, Contractor's subcontractors, its partners, members, and shareholders.
- 16.23. COUNTERPARTS: This Personal Services Contract may be executed in one or more counterparts, including electronically transmitted counterparts, which when taken together shall constitute one in the same instrument. Facsimiles and electronic transmittals of the signed document shall be binding as though they were an original of such signed document.

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

**For Contractor**

Ann Beier

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Printed Name

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

**For Crook County**

CROOK COUNTY COURT

\_\_\_\_\_  
Seth Crawford, County Commissioner

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

\_\_\_\_\_  
Susan Hermreck, County Commissioner

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

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

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

**EXHIBIT A**  
**REQUIRED TERMS FOR ALL PUBLIC CONTRACTS**

**1. PAYMENTS AND DEBTS:**

- 1.1. Contractor shall promptly, as due, make payment to:
  - 1.1.1. Any person, co-partnership, association or corporation furnishing medical, surgical and hospital care services or other needed care and attention, incident to sickness or injury, to the employees of Contractor, of all sums that Contractor agrees to pay for the services and all moneys and sums that Contractor collected or deducted from the wages of employees under any law, contract, or agreement for the purpose of providing or paying for the services;
  - 1.1.2. All persons supplying to Contractor labor or material for the performance of the work provided for in the Agreement;
  - 1.1.3. All contributions or amounts due the Industrial Accident Fund from Contractor or subcontractor incurred in the performance of this Agreement; and
  - 1.1.4. The Department of Revenue all sums withheld from employees under ORS 316.167.
- 1.2. Not permit any lien or claim to be filed or prosecuted against the state or a county, school district, municipality, municipal corporation or subdivision thereof, on account of any labor or material furnished under this Agreement.

**2. EMPLOYEES:**

- 2.1. Contractor and subcontractors shall either be employers that will comply with ORS 656.017 or employers that are exempt under ORS 656.126.
- 2.2. Contractor shall comply with the prohibition on wage discrimination of ORS 652.220; failure to do so is a material element of the contract and a breach that entitles County to terminate this Agreement for cause.
- 2.3. For all work under this Agreement, Contractor may not employ an employee for more than 10 hours in any one day, or 40 hours in any one week, except in cases of necessity, emergency, or when the public policy absolutely requires otherwise, and in such cases, Contractor shall pay the employee at least time-and-a-half pay for:
  - (a) All overtime in excess of eight hours in any one day or 40 hours in any one week if the work week is five consecutive days, Monday through Friday; or all overtime in excess of 10 hours in any one day or 40 hours in any one week if the work week is four consecutive days, Monday through Friday; and
  - (b) All work the employee performs on Saturday and on any legal holiday specified in ORS 279B.020;
- 2.3.1. If this Agreement is for services, Contractor shall pay employees at least time-and-a-half pay for work the employees perform under this Agreement on the legal holidays specified in a collective bargaining agreement or in 279B.020 (1)(b)(B) to (G) and for all time the employees work in excess of 10 hours in any one day or in excess of 40 hours in any one week, whichever is greater;
- 2.3.2. If this Agreement is for personal services, as described in ORS 279A.055, Contractor shall pay its employees who work under this Agreement at least time-and-a-half for all overtime the employees work in excess of 40 hours in any one week, unless said employees are excluded under ORS 653.010 to 653.261 or under 29 U.S.C. 201 to 209 from receiving overtime;
- 2.3.3. If this Agreement is for services at a county fair, or for another event that Crook County Fair Board authorizes, Contractor shall pay employees who work under this Agreement at least time-and-a-half for work in excess of 10 hours in any one day or 40 hours in any one week.
- 2.4. Contractor may not prohibit any of Contractor's employees from discussing the employee's rate of wage, salary, benefits or other compensation with another employee or another person and may not retaliate against an employee who discusses the employee's rate of wage, salary, benefits or other compensation with another employee or another person.
- 2.5. Contractor shall give notice in writing to employees who work under this Agreement, either at the time of hire or before work begins on the Agreement, or by posting a notice in a location frequented by employees, of the number of hours per day and days per week that Contractor may require the employees to work.

**3. OTHER PROVISIONS:**

- 3.1. By executing this Agreement, Contractor represents and warrants that it has complied with the tax laws of this state or a political subdivision of this state, including but not limited to ORS 305.620 and ORS chapters 316, 317 and 318; Contractor further covenants to continue with said compliance during the term of this Agreement. Noncompliance with this provision is a default for which County may terminate the Agreement, in whole or part, and seek damages under the terms of this Agreement or applicable law.
- 3.2. If this Agreement involves lawn and landscape maintenance, Contractor shall compost or mulch yard waste material at an approved site, if feasible and cost-effective.

## **EXHIBIT B**

### **INDEPENDENT CONTRACTOR STATUS**

Contractor states and represents that contractor is an Independent Contractor as that term is defined in Oregon Revised Statute 670.600 and more specifically represents, states and agrees that in providing the services and scope of work specified in this Agreement:

1. Contractor provides services for remuneration; and
2. Contractor is free from direction and control over the means and manner of providing the services and scope of work subject only to the right of County to specify the desired results; and
3. Contractor is customarily engaged in an independently established business; and
4. Contractor is licensed within the state of Oregon to provide any services for which a license is required under ORS Chapter 671 or 701 and is responsible for obtaining other licenses or certificates necessary to provide the service or scope of work; and
5. Contractor complies with at least three of the following requirements:
  - (a) A business location is maintained that is separate from the business or work location of County; or is in a portion of the Contractor's residence and that portion is used primarily for the business.
  - (b) The Contractor bears the risk of loss related to the provision of services or scope of work such as entering into a fixed price contract, defective work is required to be corrected, the services provided are warranted or indemnification agreements, liability insurance and performance bonds and errors and omissions insurance are provided.
  - (c) Contracted services for two or more different persons or entities within a twelve month period have been obtained, or routinely engaged in business advertising, solicitation, or other marketing efforts reasonably calculated to obtain new contracts to provide similar services.
  - (d) Significant investment in the business has been made such as purchasing tools or equipment, paying for premises or facilities where services are provided, paying for licenses, certificates or specialized training.
  - (e) Possesses authority to hire other persons to assist in providing their services and has the authority to fire those persons.
6. Contractor will immediately inform County in the event that it fails to conduct its services in one or more particulars as represented in 1 through 5 above.

# Exhibit C

## I. NATIONAL POLICY REQUIREMENTS

### NP Article I. Nondiscrimination national policy requirements. (OCTOBER 2015)

**Section A. Cross-cutting nondiscrimination requirements.** By signing this agreement or accepting funds under this agreement, you assure that you will comply with applicable provisions of the national policies prohibiting discrimination:

1. On the basis of race, color, or national origin, in Title VI of the Civil Rights Act of 1964 (42 U.S.C. 2000d et seq.), as implemented by DoD regulations at 32 CFR part 195.
2. On the basis of gender, blindness, or visual impairment, in Title IX of the Education Amendments of 1972 (20 U.S.C. 1681 et seq.), as implemented by DoD regulations at 32 CFR part 196.
3. On the basis of age, in the Age Discrimination Act of 1975 (42 U.S.C. 6101 et seq.), as implemented by Department of Health and Human Services regulations at 45 CFR part 90.
4. On the basis of disability, in the Rehabilitation Act of 1973 (29 U.S.C. 794), as implemented by Department of Justice regulations at 28 CFR part 41 and DoD regulations at 32 CFR part 56.
5. On the basis of disability in the Architectural Barriers Act of 1968 (42 U.S.C. 4151 et seq.) related to physically handicapped persons' ready access to, and use of, buildings and facilities for which Federal funds are used in design, construction, or alteration.

**Section B. Other nondiscrimination requirements. RESERVED.**

### NP Article II. Environmental national policy requirements. (OCTOBER 2015)

**Section A. Cross-cutting environmental requirements.** You must:

1. Comply with applicable provisions of the Clean Air Act (42 U.S.C. 7401, et seq.) and Clean Water Act (33 U.S.C. 1251, et seq.).
2. Immediately identify to us, as the Federal awarding agency, any potential impact that you find this award may have on:
  - a. The quality of the human environment, including wetlands, and provide any help we may need to comply with the National Environmental Policy Act (NEPA, at 42 U.S.C. 4321 et seq.) and assist us to prepare Environmental Impact Statements or other environmental documentation. In such cases, you may take no action that will have an adverse environmental impact (e.g., physical disturbance of a site such as breaking of ground) or limit the choice of reasonable alternatives until we provide written notification of Federal compliance with NEPA.

- b. Flood-prone areas, and provide any help we may need to comply with the National Flood Insurance Act of 1968 and Flood Disaster Protection Act of 1973 (42 U.S.C. 4001 et seq.), which require flood insurance, when available, for federally assisted construction or acquisition in flood-prone areas.
  - c. Use of land and water resources of coastal zones, and provide any help we may need to comply with the Coastal Zone Management Act of 1972 (16 U.S.C. 1451, et seq.).
  - d. Coastal barriers along the Atlantic and Gulf coasts and Great Lakes' shores, and provide help we may need to comply with the Coastal Barriers Resource Act (16 U.S.C. 3501 et seq.), concerning preservation of barrier resources.
  - e. Any existing or proposed component of the National Wild and Scenic Rivers system, and provide any help we may need to comply with the Wild and Scenic Rivers Act of 1968 (16 U.S.C. 1271 et seq.).
  - f. Underground sources of drinking water in areas that have an aquifer that is the sole or principal drinking water source, and provide any help we may need to comply with the Safe Drinking Water Act (42 U.S.C. 300h-3).
3. Comply with applicable provisions of the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. 4821-4846), as implemented by the Department of Housing and Urban Development at 24 CFR part 35. The requirements concern lead-based paint in buildings owned by the Federal Government or housing receiving Federal assistance.

**Section B. Other environmental requirements. RESERVED.**

**NP Article III. National policy requirements concerning live organisms. (OCTOBER 2015)**

**Section A. Cross-cutting requirements concerning live organisms. You must:**

- 1. **Human subjects.** You must protect the rights and welfare of individuals that participate as human subjects in research under this award in accordance with DoD regulations at 32 CFR part 219 and DoD Instruction 3216.2.
- 2. **Animals.**
  - a. You must comply with applicable provisions of Department of Agriculture rules at 9 CFR parts 1-4 and DoD Instruction 3216.1, which implement the Laboratory Animal Welfare Act of 1966 (7 U.S.C. 2131-2156) and provide for humane transportation, handling, care, and treatment of animals used in research, experimentation, testing, or training under this award. You may not begin any animal work under the award that the awarding DoD Component has not reviewed and approved, as specified in paragraph 2.d of Enclosure 3 to DoD Instruction 3216.1.

- b. Your animal care program must meet the standards set forth in the National Academy of Sciences publication “Guide for the Care and Use of Laboratory Animals” (eighth edition, 2011, which may be found currently at <http://www.nap.edu/catalog/12910/guide-for-the-care-and-use-of-laboratory-animals-eighth>).
- c. You must immediately identify to us, as the Federal awarding agency, any potential impact that you find this award may have on endangered species, as defined by the Endangered Species Act of 1973, as amended (“the Act,” 16 U.S.C. 1531-1543), and implementing regulations of the Departments of the Interior (50 CFR parts 10-24) and Commerce (50 CFR parts 217-227). You also must provide any help we may need to comply with 16 U.S.C. 1536(a) (2). This is not in lieu of responsibilities you have to comply with provisions of the Act that apply directly to you as a U.S. entity, independent of receiving this award.

**Section B. Other requirements concerning live organisms. RESERVED.**

**NP Article IV. Other national policy requirements. (OCTOBER 2015)**

**Section A. Cross-cutting requirements.**

1. **Debarment and suspension.** You must comply with requirements regarding debarment and suspension in Subpart C of 2 CFR part 180, as adopted by DoD at 2 CFR part 1125. This includes requirements concerning your principals under this award, as well as requirements concerning your procurement transactions and subawards that are implemented in PROC Articles I through III and SUB Article II.
2. **Drug-free workplace.** You must comply with drug-free workplace requirements in Subpart B of 32 CFR part 26, which is the DoD implementation of 41 U.S.C. Chapter 81, “Drug-Free Workplace.”
3. **Lobbying.**
  - a. You must comply with the restrictions on lobbying in 31 U.S.C. 1352, as implemented by DoD at 32 CFR part 28, and submit all disclosures required by that statute and regulation.
  - b. You must comply with the prohibition in 18 U.S.C. 1913 on the use of Federal funds, absent express Congressional authorization, to pay directly or indirectly for any service, advertisement or other written matter, telephone communication, or other device intended to influence at any time a Member of Congress or official of any government concerning any legislation, law, policy, appropriation, or ratification.
  - c. If you are a nonprofit organization described in section 501(c)(4) of title 26, United States Code (the Internal Revenue Code of 1968), you may not engage in lobbying activities as defined in the Lobbying Disclosure Act of 1995 (2 U.S.C., chapter 26). If we determine that you have engaged in lobbying activities, we will cease all payments to

you under this and other awards and terminate the awards unilaterally for material failure to comply with the award terms and conditions.

4. **Officials not to benefit.** You must comply with the requirement that no member of Congress shall be admitted to any share or part of this agreement, or to any benefit arising from it, in accordance with 41 U.S.C. 6306.

5. **Hatch Act.** If applicable, you must comply with the provisions of the Hatch Act (5 U.S.C. 1501-1508) concerning political activities of certain State and local government employees, as implemented by the Office of Personnel Management at 5 CFR part 151, which limits political activity of employees or officers of State or local governments whose employment is connected to an activity financed in whole or part with Federal funds.

6. **Native American graves protection and repatriation.** If you control or possess Native American remains and associated funerary objects, you must comply with the requirements of 43 CFR part 10, the Department of the Interior implementation of the Native American Graves Protection and Repatriation Act of 1990 (25 U.S.C., chapter 32).

7. **Fly America Act.** You must comply with the International Air Transportation Fair Competitive Practices Act of 1974 (49 U.S.C. 40118), commonly referred to as the “Fly America Act,” and implementing regulations at 41 CFR 301-10.131 through 301-10.143. The law and regulations require air transport of people or property to, from, between or within a country other than the United States, the cost of which is supported under this award, to be performed by or under a cost-sharing arrangement with a U.S. flag carrier, if service is available.

8. **Use of United States-flag vessels.** You must comply with the following award term specified by the Department of Transportation at 46 CFR 381.7, in regulations implementing the Cargo Preference Act of 1954:

- a. Pursuant to Pub. L. 83-664 (46 USC 55305), at least 50 percent of any equipment, materials or commodities procured, contracted for or otherwise obtained with funds under this award, and which may be transported by ocean vessel, must be transported on privately owned United States-flag commercial vessels, if available.
- b. Within 20 days following the date of loading for shipments originating within the United States or within 30 working days following the date of loading for shipments originating outside the United States, a legible copy of a rated, “on-board” commercial ocean bill-of-lading in English for each shipment of cargo described in paragraph 98.a of this section shall must be furnished to both our award administrator (through you in the case of your contractor’s bill-of-lading) and to the Division of National Cargo, Office of Market Development, Maritime Administration, Washington, DC 20590.

9. **Research misconduct.** You must comply with requirements concerning research misconduct in Enclosure 4 to DoD Instruction 3210.7, “Research Integrity and Misconduct.” The Instruction implements the Government wide research misconduct policy that the Office of Science and

Technology Policy published in the Federal Register (65 FR 76260, December 6, 2000), available through the U.S. Government Printing Office web site:

<http://www.gpo.gov/fdscys/browse/collection.action?Code=FR>).

**10. Requirements for an Institution of Higher Education Concerning Military Recruiters and Reserve Officers Training Corps (ROTC).**

- a. As a condition for receiving funds available to the DoD under this award, you agree that you are not an institution of higher education (as defined in 32 CFR part 216) that has a policy or practice that either prohibits, or in effect prevents:
  - (1) The Secretary of a Military Department from maintaining, establishing, or operating a unit of the Senior Reserve Officers Training Corps(ROTC)—in accordance with 10 U.S.C. 654 and other applicable Federal laws—at that institution (or any subelement of that institution);
  - (2) Any student at that institution (or any subelement of that institution) from enrolling in a unit of the Senior ROTC at another institution of higher education.
  - (3) The Secretary of a Military Department or Secretary of Homeland Security from gaining access to campuses, or access to students (who are 17 years of age or older) on campuses, for purposes of military recruiting in a manner that is at least equal in quality and scope to the access to campuses and to students that is provided to any other employer; or
  - (4) Access by military recruiters for purposes of military recruiting to the names of students (who are 17 years of age or older and enrolled at that institution or any subelement of that institution); their addresses, telephone listings, dates and places of birth, levels of education, academic majors, and degrees received; and the most recent educational institutions in which they were enrolled.
  - (5) If you are determined, using the procedures in 32 CFR part 216, to be such an institution of higher education during the period of performance of this award, we:
    - (a) Will cease all payments to you of DoD funds under this award and all other DoD grants and cooperative agreements; and
    - (b) May suspend or terminate those awards unilaterally for material failure to comply with the award terms and conditions.

**11. Historic preservation. You must identify to us any:**

- a. Any property listed or eligible for listing on the National Register of Historic Places that will be affected by this award, and provide any help we may need, with respect to this award, to comply with Section 106 of the National Historic Preservation Act of 1966 (16

U.S. C. 470f), as implemented by the Advisory Council on Historic Preservation regulations at 36 CFR part 800 and Executive Order 11593, "Identification and Protection of Historic Properties," [3 CFR, 1971-1975 Comp., p. 559].

- b. Potential under this award for irreparable loss or destruction of significant scientific, prehistorical, historical, or archeological data, and provide any help we may need, with respect to this award, to comply with the Archaeological and Historic Preservation Act of 1974 (16 U.S.C. 469a-1, et seq.).

**12. Relocation and real property acquisition.** You must comply with applicable provisions of 49 CFR part 24, which implements the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (42 U.S.C. 4601, et seq.) and provides for fair and equitable treatment of persons displaced by federally assisted programs or persons whose property is acquired as a result of such programs.

**13. Confidentiality of patient records.** You must keep confidential any records that you maintain of the identity, diagnosis, prognosis, or treatment of any patient in connection with any program or activity relating to substance abuse education, prevention, training, treatment, or rehabilitation that is assisted directly or indirectly under this award, in accordance with 42 U.S.C. 290dd-2.

**14. Pro-Children Act.**

You must comply with applicable restrictions in the Pro-Children Act of 1994 (Title 20, Chapter 68, Subchapter X, Part B of the U.S. Code) on smoking in any indoor facility:

- a. Constructed, operated, or maintained under this award and used for routine or regular provision of kindergarten, elementary or secondary education or library services to children under the age of 18.
- b. Owned, leased, or contracted for and used under this award for the routine provision of federally funded health care, day care, or early childhood development (Head Start) services to children under the age of 18.

**15. Constitution Day.** You must comply with Public Law 108-447, Div. J, Title I, Sec. 111 (36 U.S.C. 106 note), which requires each educational institution receiving Federal funds in a Federal fiscal year to hold an educational program on the United States Constitution on September 17th during that year for the students served by the educational institution.

**16. Trafficking in persons.** You must comply with requirements concerning trafficking in persons specified in the award term at 2 CFR 175.15(b), as applicable.

**17. Whistleblower protections.** You must comply with 10 U.S.C. 2409, including the:

- a. Prohibition on reprisals against employees disclosing certain types of information to specified persons or bodies; and

b. Requirement to notify your employees in writing, in the predominant native language of the workforce, of their rights and protections under that statute

## **EXHIBIT D SCOPE OF WORK**

The main objective of this project is to address land uses that conflict with the military airspace over Crook County. The area is defined by GIS data maps provided by the Department of Defense. As part of the project, the County will also update its Commercial Energy Code.

Crook County is proposing three main phases to this project: analysis, adoption, and implementation. Each phase includes a public outreach and stakeholder engagement component and is outlined below:

### ***1. Analysis***

The first step is to determine, with Department of Defense input, stakeholder input, and a review of relevant literature, possible encroachment scenarios including structure height, transmission infrastructure, lighting, communication facilities, airports or other air traffic, and other potential uses and development which present or may present a conflict. This step should include a glint/glare analysis to determine when mitigation of such may be required within military training routes 500 feet from ground level. Similarly, potential development and uses must be analyzed that could be adversely impacted using military airspace.

This phase includes hosting two public meetings as well as a variety of online tools to solicit and engage the public as is consistent with Oregon Statewide Land Use Planning Goal 1 (Citizen Involvement).

Once a comprehensive list of possible land use development and activities that might present an encroachment has been developed, an audit of existing land use plans, including the Comprehensive Plan, Transportation Systems Plan, and the County Code will be completed to determine any currently permissible uses that may present an encroachment to military airspace. The consultant will also use available information, including GIS, to identify existing turbines, communication towers, or other structures or approved development that may represent a potential conflict. That information will be shared with the Department of Defense to work on any possible retroactive mitigation measures.

Following the identification of specific potential land uses that could present encroachment, the contractor will work to identify potential mitigation measures. This analysis will, similarly, be done through public and stakeholder outreach, literature review, and comparative analysis with other jurisdictions. The contractor will leverage the GIS military airspace data to specifically identify critical corridors that may present significant adverse impacts to military airspace.

Mitigation measures may involve a variety of potential solutions including a notification buffer, early notification procedure, adopted zoning overlay map, communication facilities standards, and modifications to standards for commercial energy facilities. With the outreach component to analysis, the County estimates six months from commencement of analysis to advancement to the hearings and adoption phase.

Lastly, as part of the analysis phase, the consultant will help Crook County establish an up-to-date baseline map of permitted and constructed energy and communication projects.

**Contractor Deliverables:**

- **Public Meetings:** Successfully host two public meetings in accordance with Oregon Public Meeting laws to initiate public involvement in the project;
- **Progress Reports:** Both an initial list, following preliminary analysis and public meetings, of potential conflicts with military airspace and a subsequent list following Department of Defense input of conflicts with critical corridors and potential mitigation options;
- **Maps:** Creation of, with staff assistance, a baseline map of existing and permitted commercial energy and communication facilities.

**2. Outreach**

The first goal of the Oregon Statewide Land Use Planning Goals is citizen involvement. This is the foundation of land use plans and planning, and a critical component to preparing regulations, criteria, and tools for adoption.

For the project, there will be a robust outreach schedule, to coincide with concurrent planning update outreach. This includes work sessions to invite feedback on the analysis and proposals for regulation and notification requirements.

One requirement from the State of Oregon (Oregon Revised Statute 215.503) is that we send a mailed notice to all property owners when changes are proposed to the Comprehensive Plan Zoning Map and County Code. There will be two such mailed notices to inform citizens of work, one that is sent prior to the outreach phase and one that is sent prior to the legislative process. This is the first step in raising public awareness over the proposed amendments to plans and maps.

The multiple work sessions will be split among the identified projects, collecting input from the Planning Commission, members of the public, and federal or state agencies affected by the changes. Data collected for each project will be provided at these sessions in the form of online and in person visuals, proposed Comprehensive Plan language and maps, proposed code language, and clear outlines on the process for adoption.

In addition, staff will conduct interviews or convene a focus group of past, present, and future developers for large-scale projects to get targeted input on proposed criteria, including early notification requirements.

**Contractor Deliverables:**

- **Public Meetings:** Attend public meetings and work sessions.
- **Informational Materials:** Prepare documents and materials for public outreach, including maps, proposed code language, and explanations of the procedure to update the comprehensive plan and code language.

### **3. Adoption**

Legislative updates to any land use plans in the State of Oregon involve a prescribed process that includes public hearings and approval from the State Department of Land Conservation and Development. This phase will include an update to the Comprehensive Plan Zoning Map with the adoption of the military airspace as an overlay zone, an amendment to the Comprehensive Plan to identify key policy initiatives and action items to mitigate adverse impacts, and to the Crook County Zoning Ordinance Code.

The likely product outcomes of our work will be: an overlay zone map of military airspace; to develop overlay zone criteria including early Department of Defense notification requirements at the time of pre-application; specific policies for the Comprehensive Plan; development standards for communications facilities; modified standards for private airports; and amendments to our energy facilities chapter consistent with notification requirements of Oregon House Bill 2329 (2019) to notice Department of Defense. The notification requirements will be drafted to initiate early contact between the property owner and/or developer and the Department of Defense, and to reduce the need for mitigation measures during the permitting process. We also anticipate additional modifications to the Commercial Energy Facilities chapter of the Crook County Code (Chapter 18.161) based on mitigation measures identified during the project analysis phase and to otherwise bring that chapter into harmony with HB 2329.

Adoption of these changes to our land use plans requires notification of all property owners in Crook County via a mailer with proscribed language (Oregon Revised Statutes 215.503). At a minimum, there will be three public hearings (one Planning Commission and two at the County Court) whereby consultant and planning staff will present revised plans, a staff report with evidence, findings, and conclusion, and any public testimony. There are also additional notification requirements for hearings.

The final materials, adopted by Ordinance, are then organized into an official record which is transmitted, when approved, to the Department of Land Conservation and Development for their acknowledgment.

The procedures which govern the hearings process necessitate a minimum of three months for legislative amendments, but with notification and hearing preparation, conservatively we estimate for a six-month timeline following analysis to approval.

#### **Contractor Deliverables:**

- **Public Meetings:** Attendance at minimum of one Planning Commission and two County Court meetings with prepared materials to adequately inform and advise County decision makers.
- **Documents:** Draft overlay maps, draft notification requirements and code language; a specific comprehensive plan policy; notification/planning/development standards for commercial energy and private airports. Finalization of said documents prior to County adoption.

#### **4. Implementation**

The final phase of the project, once the Ordinance amendments and map have been adopted, is implementation. Our project proposal includes the creation of an implementation manual to give staff and the public clear guidelines on the process and requirements. The implementation manual will also promote compatible development and provide recommendations for additional mitigation strategies property owners can employ.

Additionally, the consultant will assist County staff in creating a closing report (the "Report"). The Report will consist of:

- A description of the methodology employed and steps taken to complete the project;
- Lessons learned during the process, challenges overcome, and challenges remaining;
- Results and benefits realized and projected for the County's residents;
- Department of Defense best practices achieved during the project; and
- Recommended improvements to the OLDCC Installation Resilience program.

While implementation itself will be ongoing, we anticipate the creation of an implementation manual to take an additional two months following adoption.

#### **Contractor Deliverables:**

- **Manual:** Production of the implementation manual for County staff to carry out the program.
- **Report:** Production of thorough closing Report, detailing all of the requirements mentioned above.

## AGENDA ITEM REQUEST



**Date:**

**Meeting date desired:**

**Subject:**

**Background and policy implications:**

**Budget/fiscal impacts:**

**Requested by:**

**Presenters:**

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

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

# OCHOCO POINTE, PHASE 5

A REPLAT OF A PORTION OF PARCEL 1 OF PARTITION PLAT NO. 2010-06,  
AND A PORTION OF PARCEL 3 OF PARTITION PLAT NO. 2017-20,  
LOCATED IN THE NE 1/4 AND THE SE 1/4 OF SECTION 32,  
TOWNSHIP 14 SOUTH, RANGE 16 EAST, WILLAMETTE MERIDIAN,  
CITY OF PRINEVILLE, CROOK COUNTY, OREGON

APRIL 9, 2024  
SUB-2022-100

### PREPARED FOR

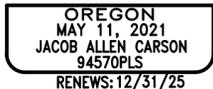
PAHLISCH HOMES  
210 SW WILSON AVENUE, #100  
BEND, OR 97702

### SURVEYOR'S CERTIFICATE

I, JACOB ALLEN CARSON, HEREBY SAY THAT I HAVE CORRECTLY SURVEYED AND MARKED WITH PROPER MONUMENTS, THE LANDS SHOWN ON THE ANNEXED MAP OF "OCHOCO POINTE, PHASE 5", BEING A REPLAT OF A PORTION OF PARCEL 1 OF PARTITION PLAT NO. 2010-06, AND A PORTION OF PARCEL 3 OF PARTITION PLAT NO. 2017-20, LOCATED IN THE NORTHEAST QUARTER AND THE SOUTHEAST QUARTER, OF SECTION 32, TOWNSHIP 14 SOUTH, RANGE 16 EAST, WILLAMETTE MERIDIAN, CITY OF PRINEVILLE, CROOK COUNTY, OREGON, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE INITIAL POINT, BEING A 5/8-INCH IRON ROD WITH A YELLOW PLASTIC CAP INSCRIBED "ARMSTRONG LS1026", LOCATED AT THE NORTHEAST CORNER OF "OCHOCO POINTE, PHASE 4"; RECORDED NOVEMBER 19, 2021, AS INSTRUMENT NUMBER 2021-313193, CROOK COUNTY OFFICIAL RECORDS; THENCE ALONG THE NORTHERLY LINE OF EXHIBIT 'E' OF INSTRUMENT NUMBER 2022-317242, CROOK COUNTY OFFICIAL RECORDS, SOUTH 89°36'45" EAST 271.33 FEET TO THE EASTERLY LINE OF SAID EXHIBIT 'E'; THENCE ALONG SAID EASTERLY LINE ON THE FOLLOWING COURSES: SOUTH 00°23'14" WEST 107.07 FEET; THENCE ALONG A NON-TANGENT CURVE TO THE RIGHT WITH A RADIUS OF 227.50 FEET (RADIUS POINT BEARS SOUTH 01°50'24" WEST), A CENTRAL ANGLE OF 0°49'58"; AN ARC LENGTH OF 3.31 FEET, AND A CHORD OF SOUTH 87°44'37" EAST 3.31 FEET TO A LINE RADIAL TO SAID CURVE; THENCE ALONG SAID RADIAL LINE, SOUTH 02°40'22" WEST 55.00 FEET; THENCE ALONG A NON-TANGENT CURVE TO THE LEFT WITH A RADIUS OF 172.50 FEET (RADIUS POINT BEARS SOUTH 02°40'22" WEST), A CENTRAL ANGLE OF 1°23'33"; AN ARC LENGTH OF 4.19 FEET, AND A CHORD OF NORTH 88°01'25" WEST 4.19 FEET TO A POINT OF NON-TANGENCY; THENCE SOUTH 00°41'41" WEST 330.30 FEET; THENCE LEAVING SAID EASTERLY LINE, SOUTH 00°41'19" WEST 60.00 FEET; THENCE SOUTH 00°42'16" WEST 277.86 FEET; THENCE SOUTH 08°50'54" EAST 55.00 FEET; THENCE SOUTH 81°09'06" WEST 9.26 FEET; THENCE SOUTH 00°42'16" WEST 75.82 FEET; THENCE NORTH 89°17'44" WEST 268.87 FEET TO THE EAST LINE OF "OCHOCO POINTE - P.U.D. - PHASE 1"; RECORDED APRIL 20, 2005, AS INSTRUMENT NUMBER 2005-199156, CROOK COUNTY OFFICIAL RECORDS; THENCE ALONG THE EASTERLY LINE OF SAID PLAT AND THE EASTERLY LINE OF SAID "OCHOCO POINTE, PHASE 4", NORTH 00°41'02" EAST 960.29 FEET TO THE INITIAL POINT.

THE ABOVE TRACT OF LAND CONTAINS 5.95 ACRES, MORE OR LESS.



REVIEW COPY

### SURVEYOR'S NARRATIVE

THE PURPOSE OF THIS SURVEY IS TO SUBDIVIDE AND MONUMENT A PORTION OF THE PROPERTY DESCRIBED IN EXHIBIT 'E' OF INSTRUMENT NUMBER 2022-317242, CROOK COUNTY OFFICIAL RECORDS, BEING A PORTION OF PARCEL 1 OF PARTITION PLAT NO. 2010-06, AND A PORTION OF PARCEL 3 OF PARTITION PLAT NO. 2017-20, INTO LOTS, ROADS, AND EASEMENTS, AS SHOWN HEREON.

THE BOUNDARY RESOLUTION AND THE BASIS OF BEARINGS FOR THIS PLAT WERE ESTABLISHED PER COUNTY SURVEY 4599. BOUNDARY RESOLUTION AND MONUMENTS FROM SAID SURVEY WERE HELD. THE SOUTH LINE AND A PORTION OF THE EAST LINE ARE PER THE DECLARANT OF THIS PLAT. THE BEARING ALONG THE WEST LINE OF SAID EXHIBIT 'E' IS NORTH 00°41'02" EAST.

### POST-MONUMENTATION NOTE

AS PER O.R.S. 92.070(2), I ALSO CERTIFY THAT THE POST MONUMENTATION OF THE INTERIOR MONUMENTS WITHIN THIS SUBDIVISION WILL BE ACCOMPLISHED WITHIN 90 CALENDAR DAYS FOLLOWING THE COMPLETION OF PAVING IMPROVEMENTS OR ONE YEAR FOLLOWING THE ORIGINAL PLAT RECORDATION, WHICHEVER COMES FIRST, IN ACCORDANCE WITH O.R.S. 92.060.

JACOB ALLEN CARSON, PLS 94570

INTERIOR MONUMENTS WERE SET \_\_\_\_\_, PER AFFIDAVIT OF POST-MONUMENTATION RECORDED ON \_\_\_\_\_, AS INSTRUMENT NUMBER \_\_\_\_\_.

### CONSENT AFFIDAVIT

A SUBDIVISION PLAT CONSENT AFFIDAVIT BY PAHLISCH SECURED DEBT FUND, LLC, AN OREGON LIMITED LIABILITY, A TRUST DEED BENEFICIARY PER INSTRUMENT NUMBER 2023-324931, CROOK COUNTY OFFICIAL RECORDS, HAS BEEN RECORDED ON \_\_\_\_\_, 2024 AS INSTRUMENT NUMBER \_\_\_\_\_, CROOK COUNTY OFFICIAL RECORDS.

### PLAT NOTES

- THIS PLAT IS SUBJECT TO THE CONDITIONS OF APPROVAL SET FORTH IN CITY OF PRINEVILLE PROJECT NUMBER SUB-2022-100.
- THIS PLAT IS SUBJECT TO REGULATIONS, INCLUDING LEVIES, LIENS, ASSESSMENTS, WATER AND IRRIGATION RIGHTS AND EASEMENTS FOR DITCHES AND CANALS OF THE OCHOCO IRRIGATION DISTRICT.
- THIS PLAT IS SUBJECT TO RIGHTS OF THE PUBLIC IN AND TO THAT PORTION OF THE HEREIN DESCRIBED PROPERTY LYING WITHIN THE LIMITS OF ROADS, STREETS OR HIGHWAYS.
- THIS PLAT IS SUBJECT TO THE EXISTENCE OF ROADS, RAILROADS, IRRIGATION DITCHES AND CANALS, TELEPHONE, TELEGRAPH AND POWER TRANSMISSION FACILITIES.
- THIS PLAT IS SUBJECT TO THE DECLARATION OF TAKING OF LAND UNDER CONDEMNATION, RECORDED JULY 4, 1960, BOOK 83, PAGE 627, CROOK COUNTY DEED RECORDS.
- THIS PLAT IS SUBJECT TO THE TERMS, PROVISIONS AND CONDITIONS, INCLUDING, BUT NOT LIMITED TO MAINTENANCE PROVISIONS, AND A COVENANT TO SHARE THE COSTS OF MAINTENANCE, CONTAINED IN SEWER LINE EASEMENT AGREEMENT, RECORDED DECEMBER 28, 2016, AS INSTRUMENT NUMBER 2016-277910, CROOK COUNTY OFFICIAL RECORDS. THE EASEMENT AREA IS A BLANKET EASEMENT OVER THE PORTION OF ADJUSTED PROPERTY #1, SHOWN ON COUNTY SURVEY 4173, LYING WITHIN THE NORTHEAST QUARTER OF SECTION 32, AS SHOWN HEREON. THIS SURVEY FOUND NO EXISTING SEWER LINES WITHIN THE PLAT BOUNDARY.
- THIS PLAT IS SUBJECT TO THE TERMS AND CONDITIONS, INCLUDING, BUT NOT LIMITED TO, MAINTENANCE PROVISIONS, AND A COVENANT TO SHARE COSTS OF MAINTENANCE, CONTAINED IN DEED RESTRICTION, RECORDED NOVEMBER 22, 2017, AS INSTRUMENT NUMBER 2017-283933, CROOK COUNTY OFFICIAL RECORDS.
- THIS PLAT IS SUBJECT TO AN EASEMENT AGREEMENT, RECORDED APRIL 8, 2020, AS INSTRUMENT NUMBER 2020-299340, CROOK COUNTY OFFICIAL RECORDS. THE EASEMENT AREAS DESCRIBED WITHIN SAID INSTRUMENT ARE LOCATED OUTSIDE THE PLAT BOUNDARY WITHIN SECTION 28.

### DECLARATION AND DEDICATION

KNOW ALL PERSONS BY THESE PRESENTS THAT PAHLISCH HOMES LIMITED AT OCHOCO POINTE PH 5-7 LIMITED PARTNERSHIP, IS THE OWNER OF THE LAND SHOWN ON THE ANNEXED MAP AND PARTICULARLY DESCRIBED IN THE ACCOMPANYING SURVEYOR'S CERTIFICATE, AND HAS CAUSED THE SAME TO BE SURVEYED, SUBDIVIDED, AND PLATTED INTO LOTS AND PUBLIC ROADS AS SHOWN ON THIS PLAT IN ACCORDANCE WITH THE PROVISIONS OF THE OREGON REVISED STATUTES CHAPTER 92;

AND FURTHER DEDICATES TO THE PUBLIC FOREVER, FOR ROAD AND UTILITY PURPOSES, THE STREET RIGHT-OF-WAYS OF NE HENRY DRIVE, NE RIMFIRE DRIVE, AND NE LOPER AVENUE AS SHOWN HEREIN;

AND FURTHER DEDICATES TO THE PUBLIC FOREVER, THE PUBLIC UTILITY EASEMENTS (PUE) AS SHOWN AND NOTED HEREIN AS EASEMENT AREAS FOR THE INSTALLATION AND MAINTENANCE OF UNDERGROUND UTILITY SERVICES AND THEIR ABOVE GROUND APPURTENANCES;

AND DOES HEREBY GRANT TO THE ADJOINING LOTS, AND FUTURE ADJOINING LOTS OF SUBSEQUENT PHASES, THE 2.50 FOOT WIDE PRIVATE STORM DRAINAGE EASEMENTS (PSDE), ALONG LOT LINES AS SHOWN HEREON;

AND DOES HEREBY GRANT TO THE ADJOINING LOTS, AND FUTURE ADJOINING LOTS OF SUBSEQUENT PHASES, THE PRIVATE STORM EASEMENTS (PSE), AS SHOWN HEREON;

AND DOES HEREBY GRANT TO THE ADJOINING LOTS, EXISTING ADJOINING LOTS OF PREVIOUS PHASES, AND FUTURE LOTS OF SUBSEQUENT PHASES, THE RETAINING WALL EASEMENTS (RWE), AS SHOWN HEREON;

AND DOES HEREBY SUBMIT FOR APPROVAL AND RECORD THE PLAT OF "OCHOCO POINTE, PHASE 5", HENCEFORTH TO BE SO KNOWN.

(SEE SHEET 2 FOR DECLARATION SIGNATURE)

### SHEET INDEX

- SURVEYOR'S CERTIFICATE, SURVEYOR'S NARRATIVE, POST-MONUMENTATION NOTE, CONSENT AFFIDAVIT, PLAT NOTES, AND DECLARATION AND DEDICATION
- DECLARATION AND DEDICATION SIGNATURE, ACKNOWLEDGEMENT, APPROVALS, AND ASSESSOR'S CERTIFICATE
- PLAT BOUNDARY
- LOTS 223-240
- LOTS 244-250
- MONUMENT DETAILS

### RECORDATION - SURVEYOR

STATE OF OREGON }  
COUNTY OF CROOK } SS  
I CERTIFY THAT THE WITHIN INSTRUMENT WAS RECEIVED FOR RECORD ON THE \_\_\_\_\_ DAY OF \_\_\_\_\_, A.D. 20\_\_\_\_, AND RECORDED IN SURVEYS # \_\_\_\_\_ RECORDS OF SAID COUNTY. GREGORY R. KELSO, CROOK COUNTY SURVEYOR

### RECORDATION - SURVEYOR

STATE OF OREGON }  
COUNTY OF CROOK } SS  
I CERTIFY THAT THE WITHIN INSTRUMENT WAS RECEIVED FOR RECORD ON THE \_\_\_\_\_ DAY OF \_\_\_\_\_, A.D. 20\_\_\_\_, AND RECORDED IN SURVEYS # \_\_\_\_\_ RECORDS OF SAID COUNTY. GREGORY R. KELSO, CROOK COUNTY SURVEYOR

AKS ENGINEERING & FORESTRY, LLC  
2777 NW LOLO DR, STE 150  
BEND, OR 97703  
541.317.8429  
WWW.AKS-ENG.COM



ENGINEERING · SURVEYING · NATURAL RESOURCES  
FORESTRY · PLANNING · LANDSCAPE ARCHITECTURE

JOB NAME: OCHOCO POINTE  
JOB NUMBER: 6221-01  
DRAWN BY: PDF/GR  
CHECKED BY: JAC  
DRAWING NO.: 6221-01 PH5



# OCHOCO POINTE, PHASE 5

A REPLAT OF A PORTION OF PARCEL 1 OF PARTITION PLAT NO. 2010-06,  
AND A PORTION OF PARCEL 3 OF PARTITION PLAT NO. 2017-20,  
LOCATED IN THE NE 1/4 AND THE SE 1/4 OF SECTION 32,  
TOWNSHIP 14 SOUTH, RANGE 16 EAST, WILLAMETTE MERIDIAN,  
CITY OF PRINEVILLE, CROOK COUNTY, OREGON

PREPARED FOR

PAHLISCH HOMES  
210 SW WILSON AVENUE, #100  
BEND, OR 97702

APRIL 9, 2024  
SUB-2022-100

CURVE TABLE				
CURVE	RADIUS	DELTA	LENGTH	CHORD
C1 R4	227.50' (227.50')	0°49'58" 0°49'58"	3.31' 3.31'	S87°44'37"E 3.31' S87°44'37"E 3.31'
C2 R4	172.50' (172.50')	1°23'33" 1°23'33"	4.19' 4.19'	N88°01'25"W 4.19' N88°01'25"W 4.19'

## LEGEND

- ✕ SET 5/8" IR W/YPC INSCRIBED "AKS ENGR."
- SET 5/8" IR W/YPC INSCRIBED "AKS ENGR." PER POST MONUMENTATION NOTE (SEE SHEET 2)
- ✕ RM SET 5/8" IR W/OPC INSCRIBED "AKS ENGR. REF MON"
- ⊗ FOUND 5/8" IR W/YPC INSCRIBED "AKS ENGR." PER R4
- ⊙ DENOTES MONUMENT FOUND AS NOTED

## ABBREVIATIONS

- \* MEASURED AND RECORD DATA PER R4
- W/YPC WITH A YELLOW PLASTIC CAP
- W/OPC WITH AN ORANGE PLASTIC CAP
- IR IRON ROD
- INST. INSTRUMENT NUMBER CROOK COUNTY OFFICIAL RECORDS
- DBC DESTROYED BY CONSTRUCTION
- RAS RESET AS SHOWN
- (R) RADIAL
- REF MON REFERENCE MONUMENT
- PM BOUNDARY MONUMENT TO BE POST-MONUMENTED DUE TO CONSTRUCTION ACTIVITIES

## REFERENCES

- ( ) R1 RECORD INFORMATION PER PARTITION PLAT NO. 1997-02, BY DAVID B. ARMSTRONG, RECORDED JANUARY 23, 1997, AS COUNTY SURVEY 1638
- ( ) R2 RECORD INFORMATION PER "OCHOCO POINTE - P.U.D. - PHASE 1", BY GREGORY R. KELSO, RECORDED APRIL 20, 2005, AS COUNTY SURVEY 2443
- ( ) R3 RECORD INFORMATION PER "OCHOCO POINTE, PHASE 4", BY MICHAEL S. KALINA, RECORDED NOVEMBER 19, 2021, AS COUNTY SURVEY 4542
- ( ) R4 RECORD INFORMATION PER SURVEY, BY JACOB ALLEN CARSON, RECORDED JUNE 21, 2022, AS COUNTY SURVEY 4599

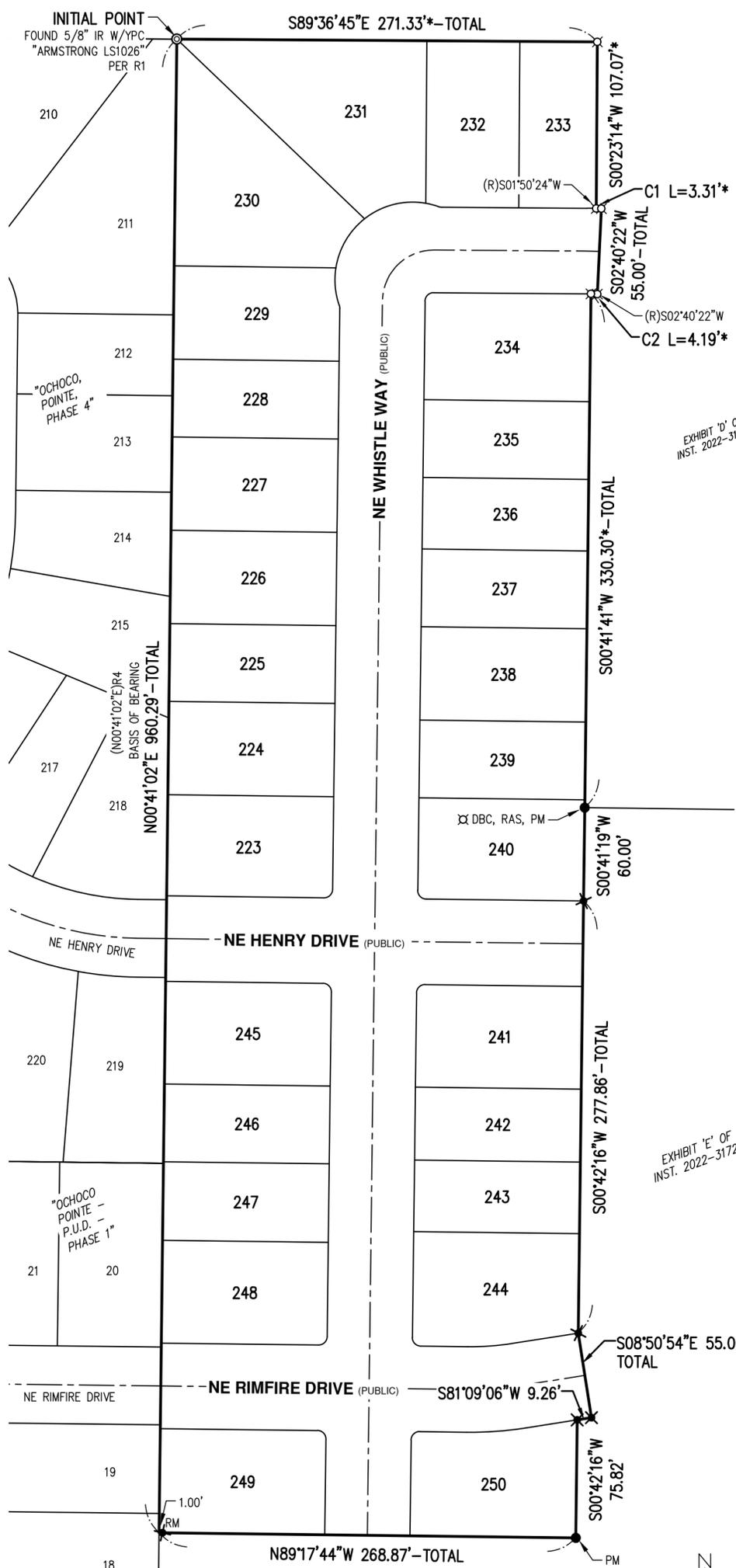


EXHIBIT 'D' OF INST. 2022-317242

EXHIBIT 'E' OF INST. 2022-317242

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2777 NW LOLO DR, STE 150  
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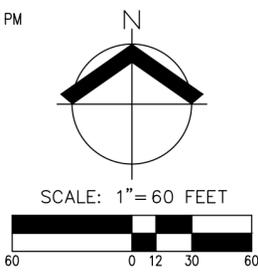
ENGINEERING · SURVEYING · NATURAL RESOURCES  
FORESTRY · PLANNING · LANDSCAPE ARCHITECTURE

JOB NAME:	OCHOCO POINTE
JOB NUMBER:	6221-01
DRAWN BY:	PDF/GR
CHECKED BY:	JAC
DRAWING NO.:	6221-01 PH5

REGISTERED PROFESSIONAL LAND SURVEYOR

OREGON  
MAY 11, 2021  
JACOB ALLEN CARSON  
94570PLS  
RENEWS: 12/31/25

REVIEW COPY



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APRIL 9, 2024  
SUB-2022-100

PREPARED FOR

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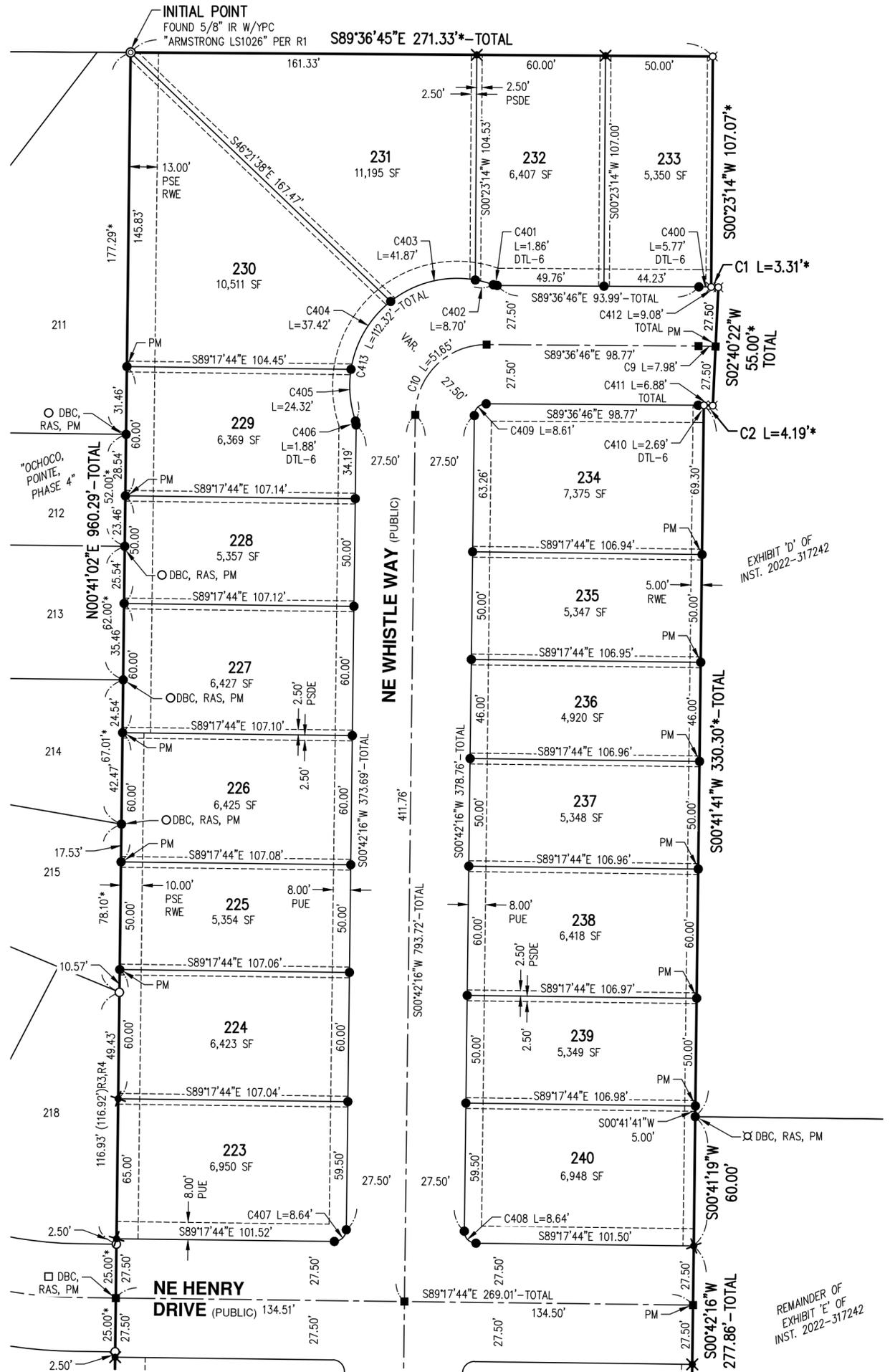
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- ✕ SET 5/8" IR W/YPC INSCRIBED "AKS ENGR."
- SET 5/8" IR W/YPC INSCRIBED "AKS ENGR." PER POST MONUMENTATION NOTE (SEE SHEET 2)
- SET 5/8" IR W/ALC INSCRIBED "AKS ENGR." PER POST MONUMENTATION NOTE (SEE SHEET 2)
- FOUND 5/8" IR W/YPC INSCRIBED "AKS ENGR." PER R3
- FOUND 5/8" IR W/ALC INSCRIBED "AKS ENGR." PER R3
- ⊗ FOUND 5/8" IR W/YPC INSCRIBED "AKS ENGR." PER R4
- ⊙ DENOTES MONUMENT FOUND AS NOTED

CURVE TABLE				
CURVE	RADIUS	DELTA	LENGTH	CHORD
C1	227.50'	0°49'58"	3.31'	S87°44'37"E 3.31'
R4	(227.50')	(0°49'58")	(3.31')	(S87°44'37"E 3.31')
C2	172.50'	1°23'33"	4.19'	N88°01'25"W 4.19'
R4	(172.50')	(1°23'33")	(4.19')	(N88°01'25"W 4.19')
C9	200.00'	2°17'08"	7.98'	S88°28'12"E 7.98'
C10	33.00'	89°40'58"	51.65'	S45°32'45"W 46.54'
C400	227.50'	1°27'10"	5.77'	S88°53'11"E 5.77'
C401	5.50'	19°23'37"	1.86'	S79°54'58"W 1.85'
C402	50.00'	9°57'59"	8.70'	S75°12'09"E 8.69'
C403	50.00'	47°59'04"	41.87'	S75°49'20"W 40.66'
C404	50.00'	42°53'08"	37.42'	S30°23'14"W 36.56'
C405	50.00'	27°52'19"	24.32'	S04°59'30"E 24.08'
C406	5.50'	19°37'55"	1.88'	S09°06'42"E 1.88'
C407	5.50'	90°00'00"	8.64'	S45°42'16"W 7.78'
C408	5.50'	90°00'00"	8.64'	S44°17'44"E 7.78'
C409	5.50'	89°40'58"	8.61'	S45°32'45"W 7.76'
C410	172.50'	00°53'35"	2.69'	S89°09'59"E 2.69'
C411	172.50'	2°17'08"	6.88'	S88°28'12"E 6.88'
C412	227.50'	2°17'08"	9.08'	S88°28'12"E 9.07'
C413	50.00'	128°42'30"	112.32'	S45°25'36"W 90.15'

## ABBREVIATIONS

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- W/ALC WITH A 2-INCH ALUMINUM CAP
- IR IRON ROD
- INST. INSTRUMENT NUMBER CROOK COUNTY OFFICIAL RECORDS
- PUE PUBLIC UTILITY EASEMENT
- PSDE PRIVATE STORM DRAINAGE EASEMENT
- PSE PRIVATE STORM EASEMENT
- RWE RETAINING WALL EASEMENT
- SF SQUARE FEET
- VAR. VARIES IN WIDTH
- DBC DESTROYED BY CONSTRUCTION
- RAS RESET AS SHOWN
- DTL-# MONUMENT DETAIL SEE SHEET #
- PM BOUNDARY MONUMENT TO BE POST-MONUMENTED DUE TO CONSTRUCTION ACTIVITIES



CONTINUED ON SHEET 5

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REVIEW COPY

SCALE: 1" = 40 FEET



# OCHOCO POINTE, PHASE 5

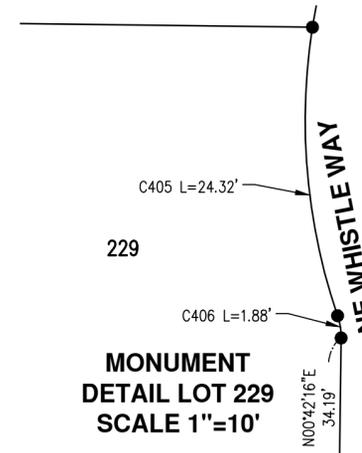
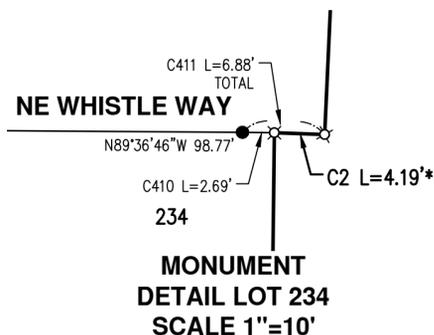
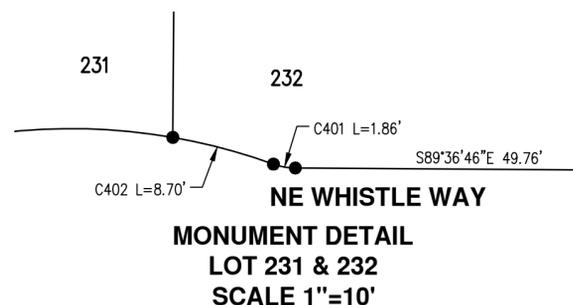
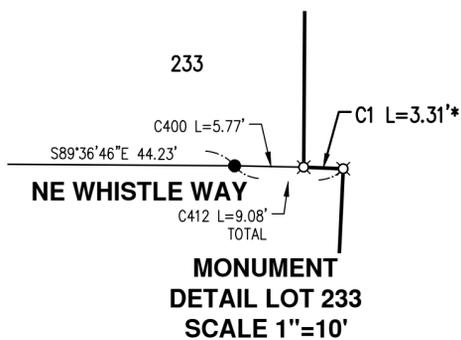
SHEET 6 OF 6

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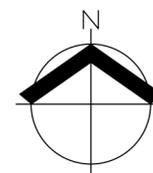


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COPY**



SCALE: 1"=10 FEET



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FORESTRY · PLANNING · LANDSCAPE ARCHITECTURE

## AGENDA ITEM REQUEST



**Date:**

**Meeting date desired:**

**Subject:**

**Background and policy implications:**

**Budget/fiscal impacts:**

**Requested by:**

**Presenters:**

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

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



## Agenda Item Request

**Date:**

*May 7, 2024*

**Meeting date desired:**

*May 15, 2024*

**Subject:**

*Annual renewal of DebtBook software*

**Background and policy implications:**

*DebtBook is the software we use to manage our leases, subscriptions, and debt to assist with compliance of GASB 87 and GASB 96.*

**Budget/fiscal impacts:**

*Increase of \$2,000 over last year's pricing – already included in Finance's budget.  
Annual renewal*

**Requested by:**

*Christina Haron, CPA, Crook County Finance Director*

[christina.haron@crookcountyor.gov](mailto:christina.haron@crookcountyor.gov)

**Presenters:**

*Christina Haron, CPA, Crook County Finance Director*

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

*NA*

**ORDER FORM AMENDMENT**

This Order Form Amendment (this “**Amendment**”) is entered into between the customer executing below (“**Customer**”) and Fifth Asset, Inc., d/b/a DebtBook (“**DebtBook**”).

The Customer and DebtBook have previously entered into an Agreement, as such term is defined in the Order Form(s) executed and delivered by Customer and DebtBook and attached as Appendix I (collectively, the “**Existing Order Form**”). The Existing Order Form, as modified by this Amendment, is referred to as the “**Renewal Order Form**.” Each capitalized term used but not defined in this Amendment has the meaning given in the Agreement.

On and after the Amendment Effective Date (as defined below), Customer and DebtBook agree to amend the Existing Order Form and the Agreement as follows:

**Amendments.** Any reference to the “**DebtBook Quote**” will mean DebtBook’s pricing document attached as Exhibit A. Any reference to the “**Customer Terms**” will mean any Customer Terms in the Existing Agreement as amended or supplemented, if applicable, by the additional Customer Terms attached as Exhibit B. Any reference to the “**Terms & Conditions**” will mean the updated Terms & Conditions attached as Exhibit C. Each exhibit to this Amendment is incorporated herein by this reference. Any Notice delivered under the Agreement will be delivered to DebtBook at the address indicated beneath DebtBook’s signature below. Any reference to the “**Order Form**” will mean the Renewal Order Form, and any reference to the “**Agreement**” will mean the Agreement as modified by this Amendment.

**Term.** This Amendment establishes a “**Renewal Term**” beginning on the Amendment Effective Date and remaining in effect for the term indicated in the DebtBook Quote.

**Services; Fees.** The DebtBook Quote sets forth the Services to be provided to Customer under the Renewal Order Form, including the specific Products to be provided to Customer through its access to the Application Services. During the Renewal Term, DebtBook will charge Customer an annual Subscription Fee as set forth in the DebtBook Quote. To the extent applicable, DebtBook will also charge Customer an Implementation Fee as set forth in the DebtBook Quote for the Premium Implementation Services.

**Other Terms.** Unless otherwise provided in the Customer Terms, this Amendment will become effective on the day immediately following the end of the current Term established in the Existing Order Form (the “**Amendment Effective Date**”). *Except as expressly provided in this Amendment, the terms and provisions of the Agreement will remain unchanged and in full force and effect.*

**Authority; Execution.** Each of the undersigned represents that they are authorized to (1) execute and deliver this Amendment on behalf of their respective party and (2) bind their respective party to the terms of the Agreement, and (3) sufficient funds have been appropriated and are available to pay any Fees due under the Agreement in Customer’s current fiscal year.

FIFTH ASSET, INC., D/B/A DEBTBOOK

CROOK COUNTY, OR

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

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

Name: Michael Juby

Name: \_\_\_\_\_

Title: COO

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

**Notice Address**

**Date Signed:** \_\_\_\_\_

PO Box 667950

**Purchase Order Required:** Yes \_\_\_\_ No \_\_\_\_

Charlotte, NC 28266

Attention: Chief Operating Officer

legal@debtbook.com

**Exhibit A**  
**DebtBook Quote**

[See attached.]

**Exhibit B**

**Customer Terms**

The additional terms set forth below constitute “**Customer Terms**” for all purposes of the Agreement, apply to the Products and Services purchased under this Order Form, and modify any conflicting provision in the Agreement.

## Exhibit C

### DEBTBOOK'S GENERAL TERMS & CONDITIONS

Please carefully read these General Terms and Conditions (these “**Terms & Conditions**”) which govern Customer’s access and use of the Services described in the Order Form.

By executing the Order Form and using any of the Services, Customer agrees to be bound by these Terms.

1. Definitions.

“**Aggregated Statistics**” means data and information related to Customer’s use of the Services that is used by DebtBook in an aggregate and anonymized manner, including statistical and performance information related to the Services.

“**Agreement**” means, collectively and to the extent applicable, the Order Form, any Customer Terms, these Terms & Conditions, and the Incorporated Documents, in each case as may be amended from time to time in accordance with their terms.

“**Application Obligations**” means, collectively, each contractual or financial obligation or agreement managed by Customer using the Products made available to Customer through the Application Services.

“**Application Services**” means the Products and other application-based services that DebtBook offers to Customer through access to the DebtBook application. The specific Products offered to Customer as part of the Application Services are limited to those Products expressly described in any Order Form then in effect.

“**Appropriate Security Measures**” means, collectively, commercially reasonable technical and physical controls and safeguards intended to protect Customer Data against destruction, loss, unauthorized disclosure, or unauthorized access by employees or contractors employed by DebtBook.

“**Authorized User**” means any of Customer’s employees, consultants, contractors, or agents who are authorized by Customer to access and use any of the Services.

“**Customer**” means the person or entity purchasing the Services as identified in the Order Form.

“**Customer Data**” means, other than Aggregated Statistics, information, data, and other content, in any form or medium, that is transmitted by or on behalf of Customer or an Authorized User through the Services.

“**Customer Terms**” means the terms set forth in or otherwise identified and incorporated into the Order Form. For the avoidance of doubt, “Customer Terms” does not include any purchase order or similar document generated by Customer unless such document is expressly identified and incorporated into the Order Form.

“**DebtBook**” means Fifth Asset, Inc., d/b/a DebtBook, a Delaware corporation, and its permitted successor and assigns.

“**DebtBook IP**” means (1) the Products, Services, Documentation, and Feedback, including all ideas, concepts, discoveries, strategies, analyses, research, developments, improvements, data, materials, products, documents, works of authorship, processes, procedures, designs, techniques, inventions, and other intellectual property, whether or not patentable or copyrightable, and all embodiments and derivative works of each of the foregoing in any form and media, that are developed, generated or produced by DebtBook arising from or related to the Product, Services, Documentation, or Feedback; and (2) any intellectual property provided to Customer or any Authorized User in connection with the foregoing other than Customer Data.

“**DebtBook Quote**” means any pricing document identified and incorporated into each Order Form that may establish the Products, Services, Term, payment terms, and other relevant details applicable to each Customer purchase of Products and Services under such Order Form.

“**Documentation**” means DebtBook’s end user documentation and content, regardless of media, relating to the Products or Services made available from time to time on DebtBook’s website at <https://support.debtbook.com>.

“**Feedback**” means any comments, questions, suggestions, or similar feedback transmitted in any manner to DebtBook, including suggestions relating to features, functionality, or changes to the DebtBook IP.

“**Guided Implementation Services**” means DebtBook’s standard Implementation Services option, including basic implementation support, guidance, and training.

“**Governing State**” means, if Customer is a Government Entity, the state in which Customer is located. If Customer is not a Government Entity, “Governing State” means the State of North Carolina.

**“Government Entity”** means any unit of state or local government, including states, counties, cities, towns, villages, school districts, special purpose districts, and any other political or governmental subdivisions and municipal corporations, and any agency, authority, board, or instrumentality of any of the foregoing.

**“Implementation Services”** means DebtBook’s Guided Implementation Services or its Premium Implementation Services, in each case as requested by Customer and as provided to Customer on an annual basis.

**“Incorporated Documents”** means, collectively, the Privacy Policy, the SLA, and the Usage Policy, as each may be updated from time to time in accordance with their terms. The Incorporated Documents, as amended, are incorporated into these Terms & Conditions by this reference. Current versions of the Incorporated Documents are available at <https://www.debtbook.com/legal>.

**“Initial Term”** means the Initial Term established in the Order Form.

**“Onboarding Services”** means onboarding services, support, and training as required to make the Application Services available to Customer during the Initial Term.

**“Order Form”** means each order document (including, if applicable, any DebtBook Quote incorporated therein by reference) duly authorized by Customer and DebtBook for the purchase of any Products or Services in effect from time to time, as each such Order Form may be amended, modified, or replaced in accordance with its terms and these Terms & Conditions.

**“Premium Implementation Services”** means DebtBook’s premium Implementation Services option, including implementation support, guidance, and training, review of Application Obligations, and entry of relevant Customer Data.

**“Pricing Tier”** means, if applicable, Customer’s pricing tier for each Product as of the date of determination.

**“Privacy Policy”** means, collectively, DebtBook’s privacy policy and any similar data policies generally applicable to all users of the Application Services, in each case as posted to DebtBook’s website and as updated from time to time in accordance with their terms.

**“Products”** means, collectively, any products DebtBook may offer to Customer from time to time through the Application Services, in each case as established in any Order Form then in effect.

**“Renewal Term”** means any renewal term established in accordance with the terms of the Agreement.

**“Services”** means, collectively, the Application Services, the Onboarding Services, the Implementation Services, and the Support Services. For the avoidance of doubt, “Services” includes the underlying Products made available to Customer through access to the Application Services.

**“SLA”** means the Service Level Addendum generally applicable to all users of the Application Services, as posted to DebtBook’s website and as updated from time to time in accordance with its terms.

**“Support Services”** means the general maintenance services and technical support provided in connection with the Application, as more particularly described in the SLA.

**“Term”** means, collectively, the Initial Term and, if applicable, each successive Renewal Term.

**“Usage Policy”** means, collectively, DebtBook’s acceptable usage policy, any end user licensing agreement, or any similar policy generally applicable to all end users accessing the Application Services, in each case as posted to DebtBook’s website and as updated from time to time in accordance with its terms.

Each capitalized term used but not otherwise defined in these Terms & Conditions has the meaning given to such term in the applicable Order Form.

## 2. Access and Use.

(a) Provision of Access. Subject to the terms and conditions of the Agreement, DebtBook grants Customer and Customer’s Authorized Users a non-exclusive, non-transferable (except as permitted by these Terms) right to access and use the Application Services during the Term, solely for Customer’s internal use and for the Authorized Users’ use in accordance with the Agreement. DebtBook will provide to Customer the necessary passwords and network links or connections to allow Customer to access the Application Services.

(b) Documentation License. Subject to the terms and conditions of the Agreement, DebtBook grants to Customer and Customer’s Authorized Users a non-exclusive, non-sublicensable, non-transferable (except as permitted by these Terms) license to use the Documentation during the Term solely for Customer’s and its Authorized User’s internal business purposes in connection with its use of the Services.

(c) Customer Responsibilities. Customer is responsible and liable for its Authorized Users' access and use of the Services and Documentation, regardless of whether such use is permitted by the Agreement. Customer must use reasonable efforts to make all Authorized Users aware of the provisions applicable to their use of the Services, including the Incorporated Documents.

(d) Use Restrictions. Customer may not at any time, directly or indirectly through any Authorized User, access or use the Services in violation of the Usage Policies, including any attempt to (1) copy, modify, or create derivative works of the Services or Documentation, in whole or in part; (2) sell, license, or otherwise transfer or make available the Services or Documentation except as expressly permitted by the Agreement; or (3) reverse engineer, disassemble, decompile, decode, or otherwise attempt to derive or gain access to any software component of the Services, in whole or in part. Customer will not knowingly transmit any personally identifiable information to DebtBook or any other third-party through the Services.

(e) Suspension. Notwithstanding anything to the contrary in the Agreement, DebtBook may temporarily suspend Customer's and any Authorized User's access to any or all of the Services if: (1) Customer is more than 45 days late in making any payment due under, and in accordance with, the terms of the Agreement, (2) DebtBook reasonably determines that (A) there is a threat or attack on any of the DebtBook IP; (B) Customer's or any Authorized User's use of the DebtBook IP disrupts or poses a security risk to the DebtBook IP or to any other customer or vendor of DebtBook; (C) Customer, or any Authorized User, is using the DebtBook IP for fraudulent or other illegal activities; or (D) DebtBook's provision of the Services to Customer or any Authorized User is prohibited by applicable law; or (3) any vendor of DebtBook has suspended or terminated DebtBook's access to or use of any third-party services or products required to enable Customer to access the Services (any such suspension, a "**Service Suspension**"). DebtBook will use commercially reasonable efforts to (i) provide written notice of any Service Suspension to Customer, (ii) provide updates regarding resumption of access to the Services, and (iii) resume providing access to the Services as soon as reasonably possible after the event giving rise to the Service Suspension is cured. DebtBook is not liable for any damage, losses, or any other consequences that Customer or any Authorized User may incur as a result of a Service Suspension.

(f) Aggregated Statistics. Notwithstanding anything to the contrary in the Agreement, DebtBook may monitor Customer's use of the Services and collect and compile Aggregated Statistics. As between DebtBook and Customer, all right, title, and interest in Aggregated Statistics, and all intellectual property rights therein, belong to and are retained solely by DebtBook. DebtBook may compile Aggregated Statistics based on Customer Data input into the Services. DebtBook may (1) make Aggregated Statistics publicly available in compliance with applicable law, and (2) use Aggregated Statistics as permitted under applicable law so long as, in each case, DebtBook's use of any Aggregated Statistics does not identify Customer or disclose Customer's Confidential Information.

### 3. Services and Support.

(a) Services Generally. Subject to the terms of the Agreement, DebtBook will grant Customer access to the Application Services during the Initial Term and, if applicable, each subsequent Renewal Term. As part of the onboarding process, DebtBook will provide Customer with the Onboarding Services and the level of Implementation Services indicated in the Order Form. DebtBook will provide Customer with the Support Services throughout the Term.

(b) Implementation Services. DebtBook will provide Implementation Services for each Product to the extent indicated for such Product in the applicable Order Form. Unless DebtBook has agreed to provide Premium Implementation Services for any such Product in accordance with this subsection, DebtBook will provide Customer with Guided Implementation Services for such Product at no additional charge. At Customer's request, DebtBook will identify in an Order Form those Products for which DebtBook will provide Premium Implementation Services. For each Product indicated for Premium Implementation Services, DebtBook will charge Customer a one-time Fee for the Premium Implementation Services as set forth in such Order Form. Customer agrees to cooperate in good faith and to respond in a timely manner to any reasonable request for data or information DebtBook may require to complete the Implementation Services. DebtBook is not obligated to provide any Implementation Services after the date that is 180 days after the Effective Date of the Order Form pursuant to which DebtBook is providing such Implementation Services.

(c) Service Levels and Support. Subject to the terms and conditions of the Agreement, DebtBook will make the Application Services and Support Services available in accordance with the SLA.

### 4. Fees and Payment.

(a) Fees. Customer will pay DebtBook the fees set forth in each Order Form (the "**Fees**"). DebtBook will invoice Customer for all Fees in accordance with the invoicing schedule and requirements set forth in each Order Form. Customer must pay all Fees in US dollars within 30 days of its receipt of a valid invoice unless other payment terms are set forth in the Customer Terms. If Customer is a Government Entity, then Customer's obligation to pay any Fees under the Agreement is subject in all respects to the requirements and limitations of the Governing State's prompt payment act, as amended. Except as expressly provided in the Agreement, DebtBook does not provide refunds of any paid Fees. Unless otherwise provided in the Customer Terms, and to the extent permitted by applicable law, if Customer fails to make any payment when due, DebtBook may, without

limiting any of its other rights, charge interest on the past due amount at the lowest of (1) the rate of 1.5% per month, (2) the rate established in any Customer Term, or (3) the maximum rate permitted under applicable law.

(b) Taxes. All Fees and other amounts payable by Customer under the Agreement are exclusive of taxes and similar assessments. Unless Customer is exempt from making any such payment under applicable law or regulation, Customer is responsible for all applicable sales, use, and excise taxes, and any other similar taxes, duties, and charges of any kind imposed by any federal, state, or local governmental or regulatory authority on any amounts payable by Customer under the Agreement, other than any taxes imposed on DebtBook's income.

5. Confidential Information.

(a) From time to time during the Term, either party (the "**Disclosing Party**") may disclose or make available to the other party (the "**Receiving Party**") information about the Disclosing Party's business affairs, products, confidential intellectual property, trade secrets, third-party confidential information, and other sensitive or proprietary information, whether in written, electronic, or other form or media, that is marked, designated, or otherwise identified as "confidential", or which a reasonable person would understand to be confidential or proprietary under the circumstances (collectively, "**Confidential Information**"). For the avoidance of doubt, DebtBook's Confidential information includes the DebtBook IP and the Application Services source code and specifications. As used in the Agreement, "Confidential Information" expressly excludes any information that, at the time of disclosure is (1) in the public domain; (2) known to the receiving party at the time of disclosure; (3) rightfully obtained by the Receiving Party on a non-confidential basis from a third party; or (4) independently developed by the Receiving Party.

(b) To the extent permitted by applicable law, the Receiving Party will hold the Disclosing Party's Confidential Information in strict confidence and may not disclose the Disclosing Party's Confidential Information to any person or entity, except to the Receiving Party's employees, officers, directors, agents, subcontractors, financial advisors, and attorneys who have a need to know the Confidential Information for the Receiving Party to exercise its rights or perform its obligations under the Agreement or otherwise in connection with the Services. Notwithstanding the foregoing, each party may disclose Confidential Information to the limited extent required (1) in order to comply with the order of a court or other governmental body, or as otherwise necessary to comply with applicable law, provided that the party making the disclosure pursuant to the order must first give written notice to the other party; or (2) to establish a party's rights under the Agreement, including to make required court filings.

(c) On the expiration or termination of the Agreement, the Receiving Party must promptly return to the Disclosing Party all copies of the Disclosing Party's Confidential Information, or destroy all such copies and, on the Disclosing Party's request, certify in writing to the Disclosing Party that such Confidential Information has been destroyed.

(d) Each party's obligations under this Section are effective as of the Effective Date and will expire three years from the termination of the Agreement; provided, however, with respect to any Confidential Information that constitutes a trade secret (as determined under applicable law), such obligations of non-disclosure will survive the termination or expiration of the Agreement for as long as such Confidential Information remains subject to trade secret protection under applicable law.

(e) Notwithstanding anything in this Section to the contrary, if Customer is a Government Entity, then DebtBook expressly agrees and understands that Customer's obligations under this Section are subject in all respects to, and only enforceable to the extent permitted by, the public records laws, policies, and regulations of the Governing State.

6. Intellectual Property.

(a) DebtBook IP. As between Customer and DebtBook, DebtBook owns all right, title, and interest, including all intellectual property rights, in and to the DebtBook IP.

(b) Customer Data. As between Customer and DebtBook, Customer owns all right, title, and interest, including all intellectual property rights, in and to the Customer Data. Customer hereby grants to DebtBook a non-exclusive, royalty-free, worldwide license to reproduce, distribute, sublicense, modify, prepare derivative works based on, and otherwise use and display the Customer Data and perform all acts with respect to the Customer Data as may be necessary or appropriate for DebtBook to provide the Services to Customer.

(c) Effect of Termination. Without limiting either party's obligations under Section 5 of the Agreement, DebtBook, at no further charge to Customer, will (1) provide Customer with temporary access to the Application Services for up to 60 days after the termination of the Agreement to permit Customer to retrieve its Customer Data in a commercially transferrable format and (2) use commercially reasonable efforts to assist Customer, at Customer's request, with such retrieval. After such period, DebtBook may destroy any Customer Data in accordance with DebtBook's data retention policies.

7. Limited Warranties.

(a) Functionality & Service Levels. During the Term, the Application Services will operate in a manner consistent with general industry standards reasonably applicable to the provision of the Application Services and will conform in all material respects to the Documentation and service levels set forth in the SLA when accessed and used in accordance with the Documentation. Except as expressly stated in the SLA, DebtBook does not make any representation, warranty, or guarantee regarding availability of the Application Services, and the remedies set forth in the SLA are Customer's sole remedies and DebtBook's sole liability under the limited warranty set forth in this paragraph.

(b) Security. DebtBook has implemented Appropriate Security Measures and has made commercially reasonable efforts to ensure its licensors and hosting providers, as the case may be, have implemented Appropriate Security Measures intended to protect Customer Data.

(c) EXCEPT FOR THE WARRANTIES SET FORTH IN THIS SECTION, DEBTBOOK IP IS PROVIDED "AS IS," AND DEBTBOOK HEREBY DISCLAIMS ALL WARRANTIES, WHETHER EXPRESS, IMPLIED, STATUTORY, OR OTHERWISE. DEBTBOOK SPECIFICALLY DISCLAIMS ALL IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, AND NON-INFRINGEMENT, AND ALL WARRANTIES ARISING FROM COURSE OF DEALING, USAGE, OR TRADE PRACTICE. EXCEPT FOR THE LIMITED WARRANTY SET FORTH IN THIS SECTION, DEBTBOOK MAKES NO WARRANTY OF ANY KIND THAT THE DEBTBOOK IP, OR ANY PRODUCTS OR RESULTS OF THE USE THEREOF, WILL MEET CUSTOMER'S OR ANY OTHER PERSON'S REQUIREMENTS, OPERATE WITHOUT INTERRUPTION, ACHIEVE ANY INTENDED RESULT, BE COMPATIBLE OR WORK WITH ANY SOFTWARE, SYSTEM, OR OTHER SERVICES, OR BE SECURE, ACCURATE, COMPLETE, FREE OF HARMFUL CODE, OR ERROR FREE.

(d) DebtBook exercises no control over the flow of information to or from the Application Service, DebtBook's network, or other portions of the Internet. Such flow depends in large part on the performance of Internet services provided or controlled by third parties. At times, actions or inactions of such third parties can impair or disrupt connections to the Internet. Although DebtBook will use commercially reasonable efforts to take all actions DebtBook deems appropriate to remedy and avoid such events, DebtBook cannot guarantee that such events will not occur. ACCORDINGLY, DEBTBOOK DISCLAIMS ANY AND ALL LIABILITY RESULTING FROM OR RELATING TO ALL SUCH EVENTS, AND EXCEPT AS OTHERWISE EXPRESSLY PROVIDED IN THE AGREEMENT, ANY OTHER ACTIONS OR INACTIONS CAUSED BY OR UNDER THE CONTROL OF A THIRD PARTY.

8. Indemnification.

(a) DebtBook Indemnification.

(i) DebtBook will indemnify, defend, and hold harmless Customer from and against any and all losses, damages, liabilities, costs (including reasonable attorneys' fees) (collectively, "Losses") incurred by Customer resulting from any third-party claim, suit, action, or proceeding ("**Third-Party Claim**") that the Application Services, or any use of the Application Services in accordance with the Agreement, infringes or misappropriates such third party's US patents, copyrights, or trade secrets, provided that Customer promptly notifies DebtBook in writing of the Third-Party Claim, reasonably cooperates with DebtBook in the defense of the Third-Party Claim, and allows DebtBook sole authority to control the defense and settlement of the Third-Party Claim.

(ii) If such a claim is made or appears possible, Customer agrees to permit DebtBook, at DebtBook's sole expense and discretion, to (A) modify or replace the DebtBook IP, or component or part of the DebtBook IP, to make it non-infringing, or (B) obtain the right for Customer to continue use. If DebtBook determines that neither alternative is reasonably available, DebtBook may terminate the Agreement in its entirety or with respect to the affected component or part, effective immediately on written notice to Customer, so long as, in each case, DebtBook promptly refunds or credits to Customer all amounts Customer paid with respect to the DebtBook IP that Customer cannot reasonably use as intended under the Agreement.

(iii) DebtBook's indemnification obligation under this Section will not apply to the extent that the alleged infringement arises from Customer's use of the Application Services in combination with data, software, hardware, equipment, or technology not provided or authorized in writing by DebtBook or modifications to the Application Services not made by DebtBook.

(b) Sole Remedy. SECTION 8(a) SETS FORTH CUSTOMER'S SOLE REMEDIES AND DEBTBOOK'S SOLE LIABILITY FOR ANY ACTUAL, THREATENED, OR ALLEGED CLAIMS THAT THE SERVICES INFRINGE, MISAPPROPRIATE, OR OTHERWISE VIOLATE ANY THIRD PARTY'S INTELLECTUAL PROPERTY RIGHTS. IN NO EVENT WILL DEBTBOOK'S LIABILITY UNDER SECTION 8(a) EXCEED \$1,000,000.

(c) Customer Indemnification. Customer will indemnify, hold harmless, and, at DebtBook's option, defend DebtBook from and against any Losses resulting from any Third-Party Claim that the Customer Data, or any use of the Customer Data in accordance with the Agreement, infringes or misappropriates such third party's intellectual property rights and any Third-Party Claims based on Customer's or any Authorized User's negligence or willful misconduct or use of the Services in a manner not authorized by the Agreement. DEBTBOOK EXPRESSLY AGREES THAT THIS PROVISION WILL NOT APPLY TO ANY CUSTOMER

THAT IS A GOVERNMENT ENTITY TO THE EXTENT SUCH INDEMNIFICATION OBLIGATIONS ARE PROHIBITED UNDER APPLICABLE LAW.

9. Limitations of Liability. EXCEPT AS EXPRESSLY OTHERWISE PROVIDED IN THIS SECTION, IN NO EVENT WILL EITHER PARTY BE LIABLE UNDER OR IN CONNECTION WITH THE AGREEMENT UNDER ANY LEGAL OR EQUITABLE THEORY, INCLUDING BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, AND OTHERWISE, FOR ANY CONSEQUENTIAL, INCIDENTAL, INDIRECT, EXEMPLARY, SPECIAL, ENHANCED, OR PUNITIVE DAMAGES, REGARDLESS OF WHETHER EITHER PARTY WAS ADVISED OF THE POSSIBILITY OF SUCH LOSSES OR DAMAGES OR SUCH LOSSES OR DAMAGES WERE OTHERWISE FORESEEABLE. EXCEPT AS EXPRESSLY OTHERWISE PROVIDED IN THIS SECTION, IN NO EVENT WILL THE AGGREGATE LIABILITY OF DEBTBOOK ARISING OUT OF OR RELATED TO THE AGREEMENT UNDER ANY LEGAL OR EQUITABLE THEORY, INCLUDING BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, AND OTHERWISE EXCEED THE TOTAL AMOUNTS PAID TO DEBTBOOK UNDER THE AGREEMENT IN THE 12-MONTH PERIOD PRECEDING THE EVENT GIVING RISE TO THE CLAIM. THE EXCLUSIONS AND LIMITATIONS IN THIS SECTION DO NOT APPLY TO CLAIMS PURSUANT TO SECTION 8.

10. Term and Termination.

(a) Term. Except as the parties may otherwise agree in the Customer Terms, or unless terminated earlier in accordance with the Agreement:

(i) the Agreement will automatically renew for successive 12-month Renewal Terms unless either party gives the other party written notice of non-renewal at least 30 days before the expiration of the then-current term; and

(ii) each Renewal Term will be subject to the same terms and conditions established under the Agreement, with any Fees determined in accordance with DebtBook's then-current pricing schedule, as provided to Customer at least 60 days before the expiration of the then-current term.

(b) Termination. In addition to any other express termination right set forth in the Customer Terms:

(i) DebtBook may terminate the Agreement immediately if Customer breaches any of its obligations under Section 2 or Section 5;

(ii) Customer may terminate the Agreement in accordance with the SLA;

(iii) either party may terminate the Agreement, effective on written notice to the other party, if the other party materially breaches the Agreement, and such breach: (A) is incapable of cure; or (B) being capable of cure, remains uncured 30 days after the non-breaching party provides the breaching party with written notice of such breach;

(iv) if Customer is a Government Entity and sufficient funds are not appropriated to pay for the Application Services, then Customer may terminate the Agreement at any time without penalty following 30 days prior written notice to DebtBook; or

(v) either party may, to the extent permitted by law, terminate the Agreement, effective immediately on written notice to the other party, if the other party becomes insolvent or is generally unable to pay, or fails to pay, its debts as they become due or otherwise becomes subject, voluntarily or involuntarily, to any proceeding under any domestic or foreign bankruptcy or insolvency law.

(c) Survival. Only this Section and Section 1 (Definitions), Sections 4 through 6 (Fees; Confidential Information; Intellectual Property), Section 7(c) (Disclaimer of Warranties), and Sections 8, 9 and 12 (Indemnification; Limitations of Liability; Miscellaneous) will survive any termination or expiration of the Agreement.

11. Independent Contractor. The parties to the Agreement are independent contractors. The Agreement does not create a joint venture or partnership between the parties, and neither party is, by virtue of the Agreement, authorized as an agent, employee, or representative of the other party.

12. Miscellaneous.

(a) Governing Law; Submission to Jurisdiction. The Agreement will be governed by and construed in accordance with the laws of the Governing State, without regard to any choice or conflict of law provisions, and any claim arising out of the Agreement may be brought in the state or federal courts located in the Governing State. Each party irrevocably submits to the jurisdiction of such courts in any such suit, action, or proceeding.

(b) Entire Agreement; Order of Precedence. The Order Form, the Customer Terms, the Terms & Conditions, and the Incorporated Documents constitute the complete Agreement between the parties and supersede any prior discussion or representations regarding Customer's purchase and use of the Services.

To the extent any conflict exists between the terms of the Agreement, the documents will govern in the following order or precedence: (1) the Customer Terms, (2) Order Form, (3) the Terms & Conditions, and (4) the Incorporated Documents. No other purchasing order or similar instrument issued by either party in connection with the Services will have any effect on the Agreement or bind the other party in any way.

(c) Amendment; Waiver. No amendment to the Order Form, the Terms & Conditions, or the Customer Terms will be effective unless it is in writing and signed by an authorized representative of each party. DebtBook may update the Incorporated Documents from time-to-time following notice to Customer so long as such updates are generally applicable to all users of the Services. No waiver by any party of any of the provisions of the Agreement will be effective unless explicitly set forth in writing and signed by the party so waiving. Except as otherwise set forth in the Agreement, no failure to exercise, delay in exercising, or any partial exercise of any rights, remedy, power, or privilege arising from the Agreement will in any way waive or otherwise limit the future exercise of any right, remedy, power, or privilege available under the Agreement.

(d) Notices. All notices, requests, consents, claims, demands, and waivers under the Agreement (each, a “Notice”) must be in writing and addressed to the recipients and addresses set forth for each party on the Order Form (or to such other address as DebtBook or Customer may designate from time to time in accordance with this Section). All Notices must be delivered by personal delivery, nationally recognized overnight courier (with all fees pre-paid), or email (with confirmation of transmission), or certified or registered mail (in each case, return receipt requested, postage pre-paid).

(e) Force Majeure. In no event will either party be liable to the other party, or be deemed to have breached the Agreement, for any failure or delay in performing its obligations under the Agreement (except for any obligations to make payments), if and to the extent such failure or delay is caused by any circumstances beyond such party’s reasonable control, including acts of God, flood, fire, earthquake, pandemic, epidemic, problems with the Internet, shortages in materials, explosion, war, terrorism, invasion, riot or other civil unrest, strikes, labor stoppages or slowdowns or other industrial disturbances, or passage of law or any action taken by a governmental or public authority, including imposing an embargo.

(f) Severability. If any provision of the Agreement is invalid, illegal, or unenforceable in any jurisdiction, such invalidity, illegality, or unenforceability will not affect any other term or provision of the Agreement or invalidate or render unenforceable such term or provision in any other jurisdiction.

(g) Assignment. Either party may assign its rights or delegate its obligations, in whole or in part, on 30 days prior written notice to the other party, to an affiliate or an entity that acquires all or substantially all of the business or assets of such party, whether by merger, reorganization, acquisition, sale, or otherwise. Except as stated in this paragraph, neither party may assign any of its rights or delegate any of its obligations under the Agreement without the prior written consent of the other party, which consent may not be unreasonably withheld, conditioned, or delayed. The Agreement is binding on and inures to the benefit of the parties and their permitted successors and assigns.

(h) Marketing. Neither party may issue press releases related to the Agreement without the other party’s prior written consent. Unless otherwise provided in the Customer Terms, either party may include the name and logo of the other party in lists of customers or vendors.

(i) State-Specific Certifications & Agreements. If Customer is a Government Entity and to the extent required under the laws of the Governing State, DebtBook hereby certifies and agrees as follows:

(i) DebtBook has not been designated by any applicable government authority or body as a company engaged in the boycott of Israel under the laws of the Governing State;

(ii) DebtBook is not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in the Agreement by any governmental department or agency of the Governing State;

(iii) DebtBook will not discriminate against any employee or applicant for employment because of race, ethnicity, gender, gender identity, sexual orientation, age, religion, national origin, disability, color, ancestry, citizenship, genetic information, political affiliation or military/veteran status, or any other status protected by federal, state, or local law;

(iv) DebtBook will verify the work authorization of its employees using the federal E-Verify program and standards as promulgated and operated by the United States Department of Homeland Security and, if applicable, will require its subcontractors to do the same; and

(v) Nothing in the Agreement is intended to act as a waiver of immunities that Customer has as a matter of law as a Government Entity under the laws of the Governing State, including but not limited to sovereign or

governmental immunity, public officers or official immunity or qualified immunity, to the extent Customer is entitled to such immunities.

(j) Execution. Any document executed and delivered in connection with the Agreement may be executed in counterparts, each of which is deemed an original, but all of which together are deemed to be one and the same agreement. To the extent permitted by applicable law, electronic signatures may be used for the purpose of executing the Order Form by email or other electronic means. Any document delivered electronically and accepted is deemed to be “in writing” to the same extent and with the same effect as if the document had been signed manually.

**Appendix I**  
**Existing Order Form(s)**

[See attached.]



# Crook County, OR

200 NE. 2nd St. Suite 100  
Prineville, OR 97754 US

**Prepared For:**  
**Christina Haron | Finance Director**  
christina.haron@crookcountyor.gov

**Prepared By:**  
Carolyn Ball  
Customer Success Manager  
carolyn.ball@debtbook.com

**Notice Address:**  
PO Box 667950  
Charlotte, NC 28266

The Renewal Term under this Renewal Order Form is 1 year(s). The Application Services purchased under this Renewal Order Form include the Products listed below. The Services include the Application Services, the Onboarding Services, the Support Services, and, if applicable for any Product, the Implementation Services option indicated below.

## Products

### Description

### Year 1

#### 2024 Tier 1 - Debt - 23DST1-2

DebtBook's debt management software-as-a-service application provided, if applicable, to Customer through access to the Application Services.

-

#### 2024 Tier 4 - Lease & Subscriptions - 23LSST4-2

DebtBook's Lease management software-as-a-service application provided, if applicable, to Customer through access to the Application Services.

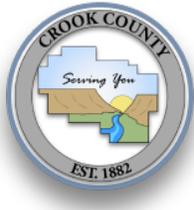
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### Product Bundle Total

**\$13,000**

### Total Contract Value

**\$13,000**



## Agenda Item Request

**Date:**

*May 8, 2024*

**Meeting dates desired:**

*May 15, 2024*

**Subject:**

*Consider approving the Compensation Study Final Report, with revised Appendix D as presented at the May 8, 2024 work session as prepared by JB Rewards, including recommendations to adopt the JOBMEAS™ system, adopt the job classifications and listing (amended Appendix D), adopt the recommended salary structure, and adopt the implementation plan effective May 1, 2024. Additionally, approval to amend the salary structure for Sheriff's Office personnel to a 9-step structure, with the same minimum, maximum and mid-point amounts as the 13-step structure. Lastly, to agree to review the salary structure in the event the gap between the sergeant and lieutenant positions becomes eighteen percent or less.*

**Background and policy implications:**

*The County Court executed an agreement to update the County's compensation schedule for unrepresented employees with Vance Jacobson. Mr. Jacobson has completed his review and update of the County's compensation schedule. His work included several discussions with the Sheriff's Office team, and department directors throughout the organization. The update includes career ladders for many positions as well as an implementation plan. If approved, the desired implementation date is with the pay period beginning May 1, 2024.*

**Budget/fiscal impacts:**

*Implementation of the plan is anticipated to cost the county approximately 2.0-3.0% of present salaries to move from the current salary schedule to the new schedule. Additionally, a CPI adjustment is anticipated July 1, 2024. These anticipated costs are built into the proposed fiscal year 2025 budget to be presented in May. The proposed updated schedule moves the County's present schedule, which is at approximately the 35<sup>th</sup> to 38<sup>th</sup> percentile of the market, to the 50<sup>th</sup>-55<sup>th</sup> percentile.*

**Legal Review:**

NA

**Requested by:**

*Andy Parks, Contract County Administrator*

**Presenters:**

*Vance Jacobson*

**Attachments**

*Report*

*Presentation*

*Memo dated May 7, 2024, and attachments*

*Amended Appendix D*

# Crook County Oregon

May 2024

## COMPETITIVE ANALYSIS and DYNAMIC SALARY PROGRAM DIRECTION

# Competitive Trends – What we found

2

- ◆ **THE REGIONAL LABOR MARKET HAS BEEN ‘AN ADVENTURE’**
  - ◆ ‘BEST’ CANDIDATES STARTING 7%-10% ABOVE RANGE MINIMUMS
  - ◆ THE LABOR MARKET HAS BECOME MORE CROSS-INDUSTRY
- ◆ **WHAT WE FOUND**
  - ◆ **SALARY PRACTICES, OVERALL, ALL EMPLOYEE GROUPS**
    - ◆ 38<sup>TH</sup> - 42<sup>ND</sup> PERCENTILE MEANING 60% OF THE MARKET PAYS HIGHER
    - ◆ SALARY RANGES TRENDING TO INCLUDE WIDER SPREAD FROM MIN-TO-MAX
  - ◆ THE COUNTY’S GRID FELL BEHIND AND SOME JOBS PLACED INCORRECTLY
- ◆ **WHAT ARE WE DOING ABOUT IT?**
  - ◆ A MORE AGGRESSIVE ‘MASTER’ SALARY SCHEDULE & MULTI-YEAR ACTION PLAN
  - ◆ GETTING EVERYONE ON THE NEW SCHEDULE AND EQUITY ADJUSTMENTS
  - ◆ A NEED TO RECLASSIFY AND RETITLE SOME POSITIONS
  - ◆ A NEED TO GET BACK TO USING SKILL-BASED CAREER PATHWAYS

# HOW WE DESIGN A RESPONSIVE SALARY PLAN

## 1. Align all jobs

- Measure job content to create top-to-bottom internal job list with:
  - Proper spacing among skill levels
  - internal equity

## 2. Research competitive trends

- Get 'range' information from other municipalities for example:
  - Deschutes
  - Jefferson
  - Jackson
  - Klamath
  - Josephine
  - Douglas
  - Wasco
  - Hood River
  - Benton
  - Umatilla
  - Kyrene

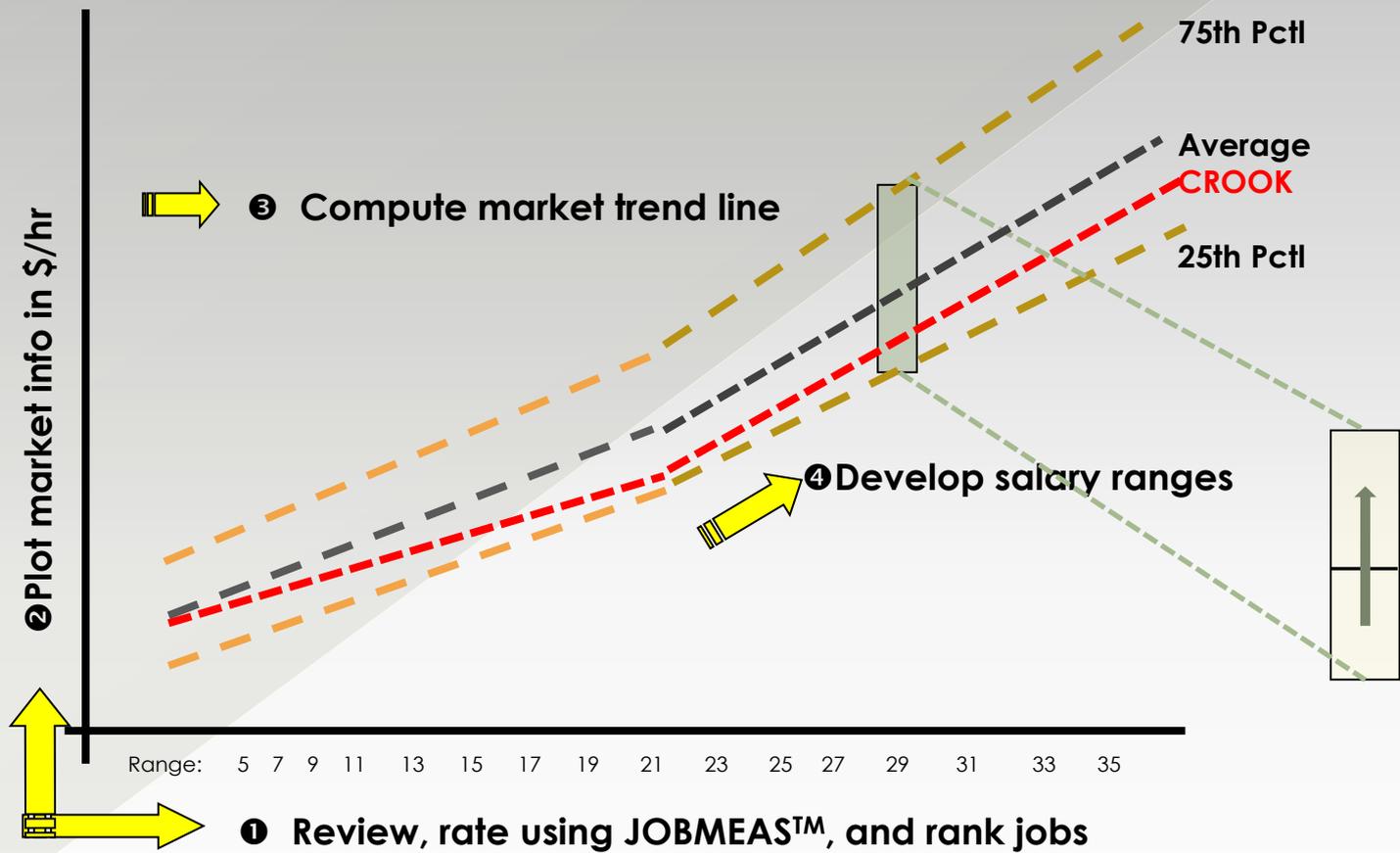
## 3. Design a 'master' salary structure

- Using a math model, blend internal rank with external trends
- Construct range specifics

## 4. Assign to grade & step

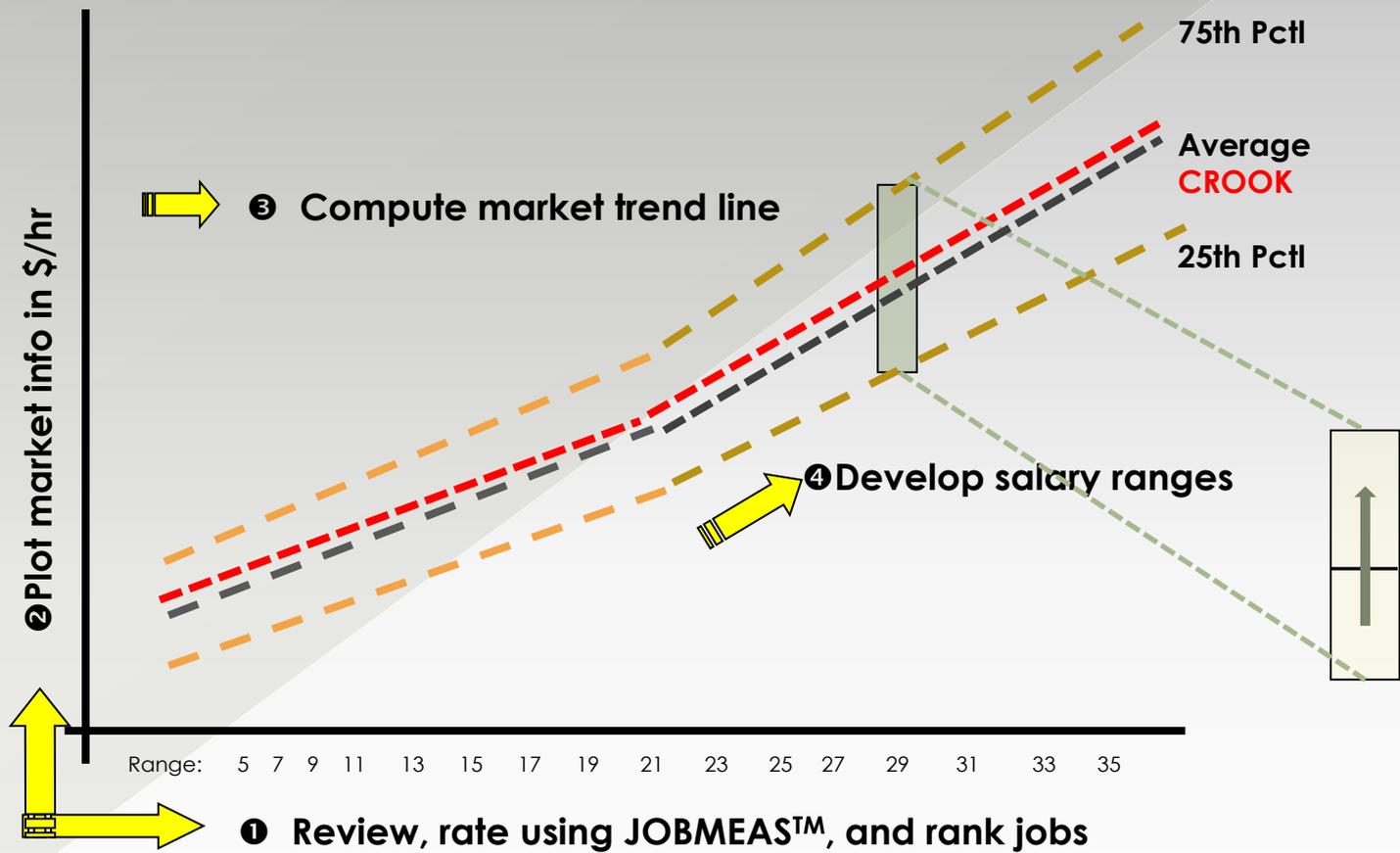
- Assign to new salary range at closest step up
- Identify pay inequities
- Recommend implementation strategies that fit \$ limitations

# Assess Competitiveness and Develop a Salary Plan



**COMPETITIVENESS OF RANGES = 35<sup>TH</sup> PERCENTILE NOW**

# Assess Competitiveness and Develop a Salary Plan



**COMPETITIVENESS OF RANGES = PROPOSED = 50<sup>TH</sup> TO 55<sup>TH</sup>**

# Recommendations

- A. Adopt the JOBMEAS™ System
- B. Adopt the Job classifications and listing
- C. Adopt the recommended salary structure
- D. Adopt the implementation plan
- E. Elected officials salaries
- F. Other

# Recommendations

## A. Adopt the JOBMEAS™ System

- Page 10-11 of report provides a step-by-step approach to utilizing the JOBMEAS™ system
  - HR led, with collaboration with department head and employees
- Enhances clarity, objectivity and consistency to maintain the integrity of the system
- Provides practical, bias-free approach to determine relative value of jobs to others
- Creates permanent record describing “judgements” made – provides audit trail

# Recommendations

## B. Adopt the Job classifications and listing (appendix D)

Admin/Business/Legal/Cross-dept.	Transportation & Trades	Planning/Library/Museum/Fair	Public Safety and Health	Grade	Mn	Mid=7	Max
COUNTY MANAGER				137	\$ 151,278	\$ 173,680	\$ 195,582
				135	\$ 136,178	\$ 156,312	\$ 176,010
COUNTY COUNSEL CHIEF FINANCIAL OFFICER DISTRICT ATTORNEY*			SHERIFF	134	\$ 129,168	\$ 148,304	\$ 167,003
DIRECTOR, FINANCE CHIEF DEPUTY DISTRICT ATTY CHIEF INFORMATION OFFICER		DIRECTOR, COMMUNITY DEVEL		133	\$ 122,533	\$ 140,691	\$ 158,434
			DIRECTOR, HEALTH HUMAN SERVICES	132	\$ 112,861	\$ 133,494	\$ 150,322
PRINCIPAL ATTORNEY DEPUTY DISTRICT ATTORNEY III DIRECTOR, HUMAN RESOURCES	DIRECTOR, PUBLIC WORKS		UNDERSHERIFF	131	\$ 107,120	\$ 126,672	\$ 142,626
SR ATTORNEY & ASSISTANT LEGAL COUNSEL DEPUTY DISTRICT ATTORNEY II ATTORNEY - SENIOR			NURSE PRACTITIONER (ARNP)	130	\$ 101,629	\$ 120,203	\$ 135,346
ASSESSOR*	FACILITIES & CAPITAL PROJECTS DIRECTOR ROAD SUPERINTENDENT		DIRECTOR, JUVENILE SERVICES SHERIFF LIEUTENANT - CC, ADMIN SHERIFF LIEUTENANT - PATROL, JAIL	129	\$ 96,470	\$ 114,067	\$ 128,461
DEPUTY DISTRICT ATTORNEY I ASSOCIATE COUNTY COUNSEL		DIR., LIBRARIES & LEARNING RESOURCES BUILDING SERVICES MANAGER DIRECTOR, FAIRGROUNDS & EVENTS		128	\$ 91,541	\$ 108,243	\$ 121,888
ACCOUNTING MANAGER COUNTY CLERK* BUDGET MANAGER EE RESOURCES BUS. PARTNER - SR		DIRECTOR, MUSEUMS & EXHIBITS PRINCIPAL PLANNER	ASSIST. DIRECTOR, HEALTH HUMAN SVCS	127	\$ 86,902	\$ 102,752	\$ 115,731
CHIEF DEPUTY ASSESSOR IT APPLICATIONS/GIS MANAGER ATTORNEY - GRADUATE PRINCIPAL ACCOUNTANT			SHERIFF SERGEANT SENIOR	126	\$ 82,472	\$ 97,531	\$ 109,824
PAYROLL/BENEFITS MANAGER	LANDFILL OPERATIONS MANAGER	PLANS EXAMINER SENIOR PLANNER BUILDING OFFICIAL	SHERIFF SERGEANT	125	\$ 78,312	\$ 92,602	\$ 104,270
EE RESOURCES BUSINESS PARTNER SR BUDGET ANALYST REVENUE ANALYST/TAX COLLECTOR ASSOCIATE CHIEF DEPUTY ASSESSOR EXEC SVCS & COMMUNICATIONS OFFICER	ROADS OPS SUPERVISOR ROADS SHOP SUPERVISOR WEED CONTROL SUPERVISOR	NATURAL RESOURCES PROGRAM MGR	PUBLIC HEALTH NURSE SR (BSN) EMERGENCY SERVICES MANAGER HEALTH PGMS & INITIATIVES MANAGER ENVIRONMENTAL HEALTH SPEC - SR	124	\$ 74,339	\$ 87,901	\$ 98,966

# Recommendations

## B. Adopt the Job classifications and listing (appendix D)

Admin/Business/Legal/Cross-dept.	Transportation & Trades	Planning/Library/Museum/Fair	Public Safety and Health	Grade	Min	Mid=7	Max
IT APPLICATIONS ANALYST		BUILDING INSPECTOR SR	SERVICE CENTER SUPERVISOR	123	\$ 70,595	\$ 83,470	\$ 93,995
IT BUSINESS PROCESS ANALYST		WATERSHED COUNCIL COORDINATOR	HEALTH CLINIC SUPERVISOR				
OFFICE OPERATIONS MANAGER - DA		SERVICE CENTER SUPERVISOR	MENTAL HEALTH CLINICIAN				
ACCOUNTING ANALYST			HEALTH ACCOUNTING ANALYST				
GIS SENIOR ANALYST		ENVIRONMENTAL QUALITY SPEC-SANITARIAN	JUVENILE COUNSELOR - SENIOR				
SENIOR ACCOUNTANT		OFFICE OPERATIONS MANAGER					
APPRAISER - SENIOR		PLANNER	PUBLIC HEALTH NURSE (RN)	122	\$ 65,957	\$ 77,979	\$ 87,797
IT SYSTEMS ADMINISTRATOR		EXTENSION SERVICES SUPERVISOR	ENVIRONMENTAL SPECIALIST				
EE RESOURCES BUSINESS PARTNER		ASSISTANT DIR., LIBRARY & LEARNING RES.	HEALTH ACCOUNTING ANALYST				
PARALEGAL SPECIALIST	HEAVY EQUIP LEAD OPER/MECHANIC - LF	CODE COMPLIANCE OFFICER	SHERIFF DEPUTY - PATROL, JAIL **	121	\$ 63,066	\$ 74,568	\$ 83,990
STAFF ACCOUNTANT	VEHICLE TECHNICAL MECH - SR/LEAD	BUILDING INSPECTOR II	SHERIFF DETECTIVE **				
OFFICE SERVICES SUPERVISOR							
HR EMPLOYEE RESOURCES SPEC		LIBRARY OPERATIONS SUPERVISOR	JUVENILE COUNSELOR	120	\$ 60,299	\$ 71,323	\$ 80,309
ACCOUNTING TECHNICAL LEADER		ASSOCIATE PLANNER	HEALTH PROGRAMS FACILITATOR - SR				
VETERANS SERVICES OFFICER SENIOR			EPIDEMIOLOGY SPECIALIST				
APPRAISER II			MENTAL HEALTH COUNSELOR				
GIS ANALYST		BUILDING INSPECTOR I	HEALTH BUSINESS OFFICE SUPERV	119	\$ 57,720	\$ 68,245	\$ 76,856
OFFICE SERVICES TEAM LEADER	VEHICLE TECHNICAL MECHANIC ***	CODE COMPLIANCE OFFICER	HEALTH PROGRAMS FACILITATOR - SR				
CHIEF DEPUTY CLERK	OFFICE SERVICES TEAM LEADER - ROADS		OFFICE SERVICES TEAM LEADER - SO				
LEGAL ASSISTANT - SENIOR	HEAVY EQUIP OPERATOR SR/SKILLED ***	PERMIT DATA SERVICES COORD	MENTAL HEALTH TECHNICIAN	118	\$ 55,224	\$ 65,333	\$ 73,611
IT USER SUPPORT TECH - SENIOR	HEAVY EQUIPMENT OPERATOR - LF		PREVENTION SPECIALIST				
APPRAISER I		PLANNING TECHNICIAN - SENIOR	BAILIFF/COURT SECURITY **				
ADMINISTRATIVE ASSISTANT SENIOR							
SUPPORT ENFORCEMENT OFCR							
VETERANS SERVICES OFFICER	VEHICLE MECHANIC ***	PERMIT DATA SERVICES COORD	PUBLIC HEALTH NURSE I (LPN)	117	\$ 52,915	\$ 62,566	\$ 70,450
ACCOUNTING TECHNICIAN - SR		COLLECTIONS SPECIALIST - MUSEUM	HEALTH PROGRAMS FACILITATOR				
		LIBRARY PROGRAMS SPECIALIST	EMERGENCY PREP COORD				
LEGAL ASSISTANT	SKILLED FACILITY MAINT TECHNICIAN	PERMIT TECHNICIAN - SR	HEALTH PATIENT ACCOUNTS TECH	116	\$ 50,710	\$ 59,966	\$ 67,538
IT USER SUPPORT TECHNICIAN		PLANNING TECHNICIAN	W&C CARE COORDINATOR				
			LEGAL ASSISTANT - CC				
			MEDICAL ASSISTANT - CERTIFIED **				

# Recommendations

## B. Adopt the Job classifications and listing (appendix D)

Admin/Business/Legal/Cross-dept.	Transportation & Trades	Planning/Library/Museum/Fair	Public Safety and Health	Grade	Min	Mid=7	Max
ASSESSMENT TECHNICIAN - SR	EQUIPMENT OPERATOR ***			115	\$ 48,610	\$ 57,470	\$ 64,730
ADMINISTRATIVE ASSISTANT RECORDING SPECIALIST - SENIOR		ADMINISTRATIVE ASSISTANT					
CUSTOMER ACCOUNTING TECH PAYROLL TECHNICIAN	VEHICLE SERVICING MECHANIC*** FACILITIES MAINTENANCE TECHNICIAN	FACILITIES & EVENTS COORDINATOR EXTENSION PROGRAMS COORD	COMMUNITY SERVICE OFFICER MEDICAL ASSISTANT - JAIL ** ADMIN SPECIALIST - CIVIL ** ADMIN SPECIALIST - JAIL ** ADMIN SPECIALIST - WARRANTS ** ADMIN SPECIALIST - RECORDS SO **	114	\$ 46,654	\$ 55,141	\$ 62,088
VICTIMS ADVOCATE ASSESSMENT TECHNICIAN II ADMINISTRATIVE CLERK - SENIOR	LANDFILL ATTENDANT	PERMIT TECHNICIAN SENIOR MAINTENANCE CUSTODIAN LIBRARY MEDIA TECHNICIAN - SENIOR ADMINISTRATIVE CLERK - SENIOR	WIC CERTIFYING SPECIALIST ADMINISTRATIVE CLERK - SR	113	\$ 44,741	\$ 52,915	\$ 59,592
RECORDING SPECIALIST				112	\$ 42,952	\$ 50,814	\$ 57,221
ASSESSMENT TECHNICIAN I ACCOUNTING ASSISTANT	FLAGGER	PERMIT ASSISTANT LIBRARY MEDIA TECHNICIAN COLLECTIONS ASSISTANT	ADMINISTRATIVE CLERK - SO	111	\$ 41,288	\$ 48,818	\$ 54,974
ADMINISTRATIVE CLERK	TRANSPORT DRIVER ADMINISTRATIVE CLERK MAINTENANCE CUSTODIAN			110	\$ 39,686	\$ 46,946	\$ 52,853
				109	\$ 38,168	\$ 45,136	\$ 50,835
		GROUNDS & FACILITIES CUSTODIAN		108	\$ 36,733	\$ 43,451	\$ 48,942
OFFICE ASSISTANT	OFFICE ASSISTANT	OFFICE ASSISTANT		107	\$ 35,360	\$ 41,829	\$ 47,091
			* Elected ** Sheriff *** Roads	106	\$ 34,091	\$ 40,310	\$ 45,386
				105	\$ 32,864	\$ 38,854	\$ 43,763
	LIBRARY MEDIA ASSISTANT	MUSEUM HOST		104	\$ 31,699	\$ 37,482	\$ 42,203

# Recommendations

C. Adopt the recommended salary structure

13 Steps – (12 years)

Steps 1-5 each increase by 3.0%

Steps 6-10 each increase by 2.5%

Steps 11-13 each increase by 1.5%

Facilitates change within a reasonable upfront cost  
Competitive and cost effective in the future

See Appendix C

# Recommendations

## C. Adopt the recommended salary structure (Appendix C)

**Crook County**  
**24/25**  
**STEPPED MASTER SALARY SCHEDULE\***

DRAFT

Grade/Step	1	2	3	4	5	6	7	8	9	10	11	12	13
101	\$ 13.72	\$ 14.13	\$ 14.55	\$ 14.99	\$ 15.44	\$ 15.83	\$ 16.23	\$ 16.64	\$ 17.06	\$ 17.49	\$ 17.75	\$ 18.02	\$ 18.29
	\$ 13.72	\$ 14.13	\$ 14.55	\$ 14.99	\$ 15.44	\$ 15.83	\$ 16.23	\$ 16.64	\$ 17.06	\$ 17.49	\$ 17.75	\$ 18.02	\$ 18.29
	\$ 2,378	\$ 2,449	\$ 2,522	\$ 2,598	\$ 2,676	\$ 2,744	\$ 2,813	\$ 2,884	\$ 2,957	\$ 3,032	\$ 3,077	\$ 3,123	\$ 3,170
	<b>\$ 28,538</b>	<b>\$ 29,390</b>	<b>\$ 30,264</b>	<b>\$ 31,179</b>	<b>\$ 32,115</b>	<b>\$ 32,926</b>	<b>\$ 33,758</b>	<b>\$ 34,611</b>	<b>\$ 35,485</b>	<b>\$ 36,379</b>	<b>\$ 36,920</b>	<b>\$ 37,482</b>	<b>\$ 38,043</b>
102	\$ 14.20	\$ 14.63	\$ 15.07	\$ 15.52	\$ 15.99	\$ 16.39	\$ 16.80	\$ 17.22	\$ 17.65	\$ 18.09	\$ 18.36	\$ 18.64	\$ 18.92
	\$ 14.20	\$ 14.63	\$ 15.07	\$ 15.52	\$ 15.99	\$ 16.39	\$ 16.80	\$ 17.22	\$ 17.65	\$ 18.09	\$ 18.36	\$ 18.64	\$ 18.92
	\$ 2,461	\$ 2,536	\$ 2,612	\$ 2,690	\$ 2,772	\$ 2,841	\$ 2,912	\$ 2,985	\$ 3,059	\$ 3,136	\$ 3,182	\$ 3,231	\$ 3,279
	<b>\$ 29,536</b>	<b>\$ 30,430</b>	<b>\$ 31,346</b>	<b>\$ 32,282</b>	<b>\$ 33,259</b>	<b>\$ 34,091</b>	<b>\$ 34,944</b>	<b>\$ 35,818</b>	<b>\$ 36,712</b>	<b>\$ 37,627</b>	<b>\$ 38,189</b>	<b>\$ 38,771</b>	<b>\$ 39,354</b>
103	\$ 14.73	\$ 15.17	\$ 15.62	\$ 16.09	\$ 16.57	\$ 16.98	\$ 17.40	\$ 17.84	\$ 18.29	\$ 18.75	\$ 19.03	\$ 19.32	\$ 19.61
	\$ 14.73	\$ 15.17	\$ 15.62	\$ 16.09	\$ 16.57	\$ 16.98	\$ 17.40	\$ 17.84	\$ 18.29	\$ 18.75	\$ 19.03	\$ 19.32	\$ 19.61
	\$ 2,553	\$ 2,629	\$ 2,707	\$ 2,789	\$ 2,872	\$ 2,943	\$ 3,016	\$ 3,092	\$ 3,170	\$ 3,250	\$ 3,299	\$ 3,349	\$ 3,399
	<b>\$ 30,638</b>	<b>\$ 31,554</b>	<b>\$ 32,490</b>	<b>\$ 33,467</b>	<b>\$ 34,466</b>	<b>\$ 35,318</b>	<b>\$ 36,192</b>	<b>\$ 37,107</b>	<b>\$ 38,043</b>	<b>\$ 39,000</b>	<b>\$ 39,582</b>	<b>\$ 40,186</b>	<b>\$ 40,789</b>
104	\$ 15.24	\$ 15.70	\$ 16.17	\$ 16.65	\$ 17.15	\$ 17.58	\$ 18.02	\$ 18.47	\$ 18.93	\$ 19.40	\$ 19.69	\$ 19.99	\$ 20.29
	\$ 15.24	\$ 15.70	\$ 16.17	\$ 16.65	\$ 17.15	\$ 17.58	\$ 18.02	\$ 18.47	\$ 18.93	\$ 19.40	\$ 19.69	\$ 19.99	\$ 20.29
	\$ 2,642	\$ 2,721	\$ 2,803	\$ 2,886	\$ 2,973	\$ 3,047	\$ 3,123	\$ 3,201	\$ 3,281	\$ 3,363	\$ 3,413	\$ 3,465	\$ 3,517
	<b>\$ 31,699</b>	<b>\$ 32,656</b>	<b>\$ 33,634</b>	<b>\$ 34,632</b>	<b>\$ 35,672</b>	<b>\$ 36,566</b>	<b>\$ 37,482</b>	<b>\$ 38,418</b>	<b>\$ 39,374</b>	<b>\$ 40,352</b>	<b>\$ 40,955</b>	<b>\$ 41,579</b>	<b>\$ 42,203</b>
105	\$ 15.80	\$ 16.27	\$ 16.76	\$ 17.26	\$ 17.78	\$ 18.22	\$ 18.68	\$ 19.15	\$ 19.63	\$ 20.12	\$ 20.42	\$ 20.73	\$ 21.04
	\$ 15.80	\$ 16.27	\$ 16.76	\$ 17.26	\$ 17.78	\$ 18.22	\$ 18.68	\$ 19.15	\$ 19.63	\$ 20.12	\$ 20.42	\$ 20.73	\$ 21.04
	\$ 2,739	\$ 2,820	\$ 2,905	\$ 2,992	\$ 3,082	\$ 3,158	\$ 3,238	\$ 3,319	\$ 3,403	\$ 3,487	\$ 3,539	\$ 3,593	\$ 3,647
	<b>\$ 32,864</b>	<b>\$ 33,842</b>	<b>\$ 34,861</b>	<b>\$ 35,901</b>	<b>\$ 36,982</b>	<b>\$ 37,898</b>	<b>\$ 38,854</b>	<b>\$ 39,832</b>	<b>\$ 40,830</b>	<b>\$ 41,850</b>	<b>\$ 42,474</b>	<b>\$ 43,118</b>	<b>\$ 43,763</b>

# Recommendations

D. Adopt the implementation plan

**Step 1.** Approve the recommended salary schedule, classification structure

**Step 2.** Assign employees to the closest step upward in the new range where they have been assigned.

Employee by employee

Consider an employee at \$84,000 per year

Step 5

\$83,658

**Step 6**

**\$85,768**

Step 7

\$87,901

**Step 3.** COLA increase July 1, 2024 (approx. 3.0%)

**Step 4.** January 2025, review placement and offer a second equity adjustment for those below proper alignment.

# Recommendations

## E. Elected Officials

Consider the higher of external data or the decision support techniques used for all County positions.

Use compensation committee for review and recommendations

# Recommendations

## F. Other - Implementation Sheriff's Unrepresented Staff

- Use applicable pay ranges (min – max)
- Apply 9-step vs 13-step to align with SO's existing 9-step schedules (all SO positions)
- Proceed to recommendation D - implementation
- Maintain add pays
- Desired by SO - provide review mechanism to maintain pay differential between Sargeant and Lieutenant positions
  - Standard market range 21-24%
  - Review salary schedule if range dips to 18% or below

# Next Steps

If approved, implement effective May 1, 2024

Training HR staff – setup and use of JOBMEAS™ system

Phone and email technical support through September 2024

Additional services such as reanalysis, organization structure changes, and elected official salaries billed at project rates

# Crook County



## Compensation Study Final

April 2024

JB REWARD SYSTEMS  
Bainbridge Island, WA

# JB

# CROOK COUNTY, OREGON

## Compensation Study

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### Appendices

A	Salary Survey Summary
B	JOBMEAS <sup>TM</sup> Summary
C	Master Salary Structure
D	Job Classification Master Listing
E	Job Description Worksheet

# I.

## Introduction and Summary

### A. Background

Crook County, Oregon provides an array of municipal and related services to small urban residential, business, and rural populations of economic diversity. The County is listed as having a population of about 24,000, although its location at arms-length from the Bend/Redmond area and the Route 97 corridor and substantial commercial, health care, and business activity, the County has a substantial potential for population, economic, and service area growth.

Crook County serves its region with an array of public services and infrastructure that is more commonly found in larger counties. These services include and are not limited to its courts, public safety, environmental health, visionary community development, recreation, and community services and resources impacting the quality of life, and the safety and security of its citizens and visitors.

In that regard and in order to attract, retain, and inspire employees to provide the high levels of service expected by the community, the County understands the value of having forward thinking administrative systems such as those for job design and classification, compensation, recognition, and career growth.

The County wants assurance of the adequacy of compensation structures because of the challenges in recruiting certain skilled and leadership positions, the volume of emerging job design needs pointing to skill needs for the future, evolving organization structures, and new initiatives. The County also would like assurance that the salary administration systems and processes adequately support a consistent competitive philosophy, a commitment to internal fairness and pay equity (reference Oregon HB 2005). The County also wants salary administration to contribute to meeting the challenges in developing and retaining of key skills, all the while conforming to its fiscal limitations.

To assure a logical approach to developing a job classification and compensation program, the County sought this project to review and update the existing program. This project would be conducted by an outside consultancy with experience in designing compensation systems for municipal government and other service organizations and would accomplish these broad objectives:

- Determine the County's **competitive standing** in a local/regional labor market comprised of local cross-industry employers, comparable municipalities, and other service industries such as education and healthcare.
- Update the **job classification structure** to properly align managerial, supervisory, professional/technical, public safety, and customer service jobs, modernize job titles and design as needed, and support career ladders.
- Install modern tools for aligning jobs into pay levels based on job content, skills, difficulty, work environment, and responsibility.
- Assess the **internal equity** of the County's existing compensation practices. This should always be a fundamental goal of a salary administration program as evidenced that successful organizations in every industry demonstrate compliance with equal pay and comparable worth among jobs.

- Develop action **plans to implement changes and competitive improvement** over time and within cost structure limitations.
- Develop **techniques** that enable periodic updating of compensation structure(s), re-evaluation of job content, and evaluation of pay range assignments.

The purpose of this report is to present findings pertaining to the above mentioned objectives, recommend changes and enhancements to existing practices, and ultimately recommend a systematic long-term approach to establishing and administering compensation for employees.

## B. Project Process

The County requested this project to be an update of one completed in 2017/8 in order to expedite a competitive assessment and develop of a responsive compensation structure to address competitive trends as well as internal alignment of positions. The following steps were developed to modernize the current compensation structures and alignment of job classifications where needed. It has involved the following steps:

- **Organization Review.** A review of the County's political and management structure, scope of services, classification and compensation history, and job documentation, to enable enhanced understanding of how the County operates.
- **Job Analysis.** A review of the job content, or work performed, by employees in their respective job classifications was accomplished by a series of departmental reviews involving department heads, selected mid-level managers and other key contributors, followed up with a reading and analysis based on the most current position descriptions and job content worksheets.
- **Salary Research.** The collection of salary information from other organizations of comparable size, complexity, nature and scope of services, economic character and cost-of-living, and geography in order to help the County understand the pay practices used elsewhere. The survey would be conducted by acquiring salary range data from local and regional competitors in municipal government and related public service industries. The reporting of competitive salary information would be in accordance with professional and legal requirements, displaying only median, average, and quartile information for a pre-selected sample of job classifications.
- **Job Measurement.** The study of job content was accomplished by applying the JOBMEAS™ system of evaluation already in use, ultimately producing a hierarchical list of job classifications from high to low according to job skill requirements, effort or difficulty, working conditions, and responsibility.
- **Re-analysis.** The study included several levels of feedback and quality reviews involving all department heads to test and accept recommendations for job classifications and their internal relationship/alignment with others.

- **Salary Structure.** The development of a ‘master’ schedule of salary ranges to consider external salary data and the County's realistic competitive positioning and cost control goals.
- **Salary Advancement.** Provide a mechanism for employees to achieve salary growth to be compatible with competitive trends and, again, sensitive to the County’s financial limitations.

The **JOBMEAS™** system for job measurement and pay determination is described in a technical manual (provided for internal use only to trained staff and requiring a licensing agreement). **JOBMEAS™** serves the primary standard used to study job content, evaluate internal relationships among jobs, produce a classification and compensation structure, and provide stability to on-going pay related decisions. When implemented, the System would help the County make objective decisions on the following:

- **Internal Pay Equity**, where jobs are placed in proper salary ranges in-line with their skill, difficulty and responsibility, and using a common measuring format. This is most important as it gives reasonable assurance of compliance with Oregon HB 2005 referring to equal pay and comparable worth among jobs.
- **External Competitiveness**, where the numeric job measurement scores provide the basis for designing salary structure and ranges are consistently competitive at all levels (e.g., the same competitive philosophy for management-entry level services). The salary structure will be set and updated in a systematic manner, thus minimizing the need for ‘one-off’ decisions.
- **Administrative Efficiency**, where the process is meant for the Human Resources department to be responsive to departmental management (both elected and appointed) and employees when significant job content and organizational changes occur requiring job design changes.
- **Communications**, where the basis for decisions can be communicated and understood in general terms.

## II. Highlights of Our Findings

The classification and compensation study has produced several key assessments for job classifications. These findings together with the opinions of the County management, Human Resources, and job content information we received from leadership, have formed the basis for the competitive assessment, job designs and study, and specific recommendations for a compensation structure.

### OVERVIEW

Crook County pays its employees noticeably below competitive trends. Salary ranges for management and most general government positions are at about the 37<sup>th</sup> to 40<sup>th</sup> percentile of a ‘peer’ level competitive market. This is contrasted with actual salaries paid which are believed to be at the 37<sup>th</sup> to 43<sup>rd</sup> percentile County-wide. This difference between ranges and actual pay is largely a result of having to start new staff members at higher levels within their assigned ranges and allowing the current staff to advance within the ranges. The labor market used for making these assessments consisted of municipalities that were nearby, comparable in size albeit larger due to Crook County’s scope of services, competitive risk, and in cost-of-living, giving particular weight to those in the in the Central Oregon region.

The County’s master salary schedule has been developed with a long term (13 steps/12 years) philosophy that we recommended in 2017 and continue to support. However, the competitiveness of the grids is the major concern. With regard to the alignment of positions, we found numerous examples where realignments were needed. These internal alignment needs appear to be attributed to these factors: organization changes, growth in service levels, new skill requirements, and expanded job content from turnover and work consolidations. When the ‘corrections’ are implemented, we believe they will make the County more attractive to both job applicants and existing employees.

Administratively speaking, the County will benefit from the continued use of the permanent job measurement/evaluation system. It enhances and stabilizes the decision-making process on salary range alignments and provides advanced decision support capability to handle emerging job designs. This System would be used within an approval process whereby departments would submit all requests to the Human Resources department, who would in turn, present to the findings and recommendations to the County Manager and County Commissioners for adoption.

### A. Job Classification

From our perspective, the most important objective of this study and of the salary administration program, once implemented, is the design and proper alignment of exempt and non-exempt job classifications.

#### KEYS TO AN EFFECTIVE SALARY PROGRAM



FAIRNESS



RECRUIT



RETAIN

Crook County has some challenges when it comes to recruitment and retention of key skills. Making changes in the salary grid to improve competitiveness is important but not the only answer – we are proposing a longer term plan – instead, building from within by properly aligning all positions, enhancing the spacing within managerial and support staff career paths and in the case of senior leadership positions, creating new ranges to compliment revised peer groups.

### **A.1 Job Designs and Careers**

Organizations everywhere find that from time to time, they must review job designs and titling schemes to gain assurance they are attracting the right skills and that jobs are set up to deliver effective customer service. This also means discontinuing obsolete job designs and titles, and rebuilding careers around those which are emerging.

We found opportunities where updates to job titles, career paths, and eventually descriptions (outside the scope of this review) that would enhance the County’s ability to recruit and retain highly qualified people, and give recognition to existing staff. The results of the updated classifications appear in Appendix C, Classification Structure.

We are suggesting some job title changes that we believe have more relevance in today’s job market. Refer to Section B.5 of this Chapter and Appendix C.

### **A.2 Job Alignment**

Job alignment was one of the principle objectives of this study brought about by concerns at all levels that market-driven placements on a non-competitive salary grid were and are creating internal inequities. The Oregon House bill 2005 on equal pay and comparable worth among jobs must reinforce the internal alignment of jobs and always remain the primary standard for assigning salary grades to jobs.

Regardless of the amount of market-driven range assignments, we believe the County has done a good job of maintaining the integrity of its internally aligned structures. Most of the internal realignment needs we found were those instances where jobs may have grown or changed over time based on updated qualifications, consolidations, etc.

New and emerging positions/occupations are a part of Human Resources’ responsibility for maintaining consistent internal alignment. Making adjustments to positions using the job measurement system will provide assurance maintain them in the proper grade level.

The recommended job classification structure and the JOBMEAS™ system will stabilize these issues. Chapter III presents the system in more depth.

## **B. External Competitiveness**

Crook County competes in a regional labor market that is very aggressive and local labor market that is influenced by limited numbers of specific skills considering the significant



**OVERALL  
COMPETITIVENESS:**  
  
**37<sup>TH</sup> TO 40<sup>TH</sup>  
PERCENTILE**

presence of higher education, healthcare, and other significant employers.

The competitive environment for jobs is also influenced by some challenges recruiting key skills to Crook and other Counties that are removed from major urban markets.

We have collected salary range data for the fiscal and calendar years 2020 and 2021 with adjustments that are projected for all of calendar 2021. The data collection primarily included other municipalities and service industries who share the same economic, cost-of-living, and recruiting pressures. We found we had to use a radius of about 150 miles to get adequate data as many organizations did not have good job matches and/or had inconsistent pay practices with regards to salary ranges and internal alignment of jobs.

According to the salary survey data compiled from 8-15 organizations Crook County pays its exempt, non-represented and represented employees in salary ranges that are at these competitive levels in general:

- Overall – 37<sup>th</sup> to 40<sup>th</sup> percentile.

The County’s current range minimums (first step) are estimated to be at or near the 30<sup>th</sup> percentile, and the range maximums are at or near the 55<sup>th</sup> percentile. This is not for every job classification, but an overall assessment. The important item to point out here is that as county employees move through the salary ranges, they paid more competitively however the length of time it takes appears excessive (see Chapter III).

Appendix A contains the survey summary information leading to these findings as well as the list of data sources. Survey data in the form of salary ranges has been summarized into “quartiles” and according to professional and legal standards. The sample size was sufficient enough to report the 25<sup>th</sup>, 40<sup>th</sup>, 50<sup>th</sup> or median, average, 60<sup>th</sup>, and 75<sup>th</sup> percentiles of the salary range minimum and maximum. Presentation of averages and quartiles complies with professional and legal data reporting standards.

### **B.1 Salary Adjustment Trends**

The novel pandemic that impacted the regional economy however had little influence on salary range and salary adjustments from March 2020 to February 2021 largely because the increases were already in process per contractual agreements. Observations from the survey effort and our economic projections offer the following salary increases based on the middle 50% of the cross industry market (25<sup>th</sup> to 75<sup>th</sup> percentiles). This does not include off-schedule awards:

- 2021/22: 2.7% to 3.5%
- 2022/23: 5.0% to 6.6%
- 2023/24: 3.0% to 4.5%
- 2024/25: 2.8% to 4.0%

In chapter III, we will discuss how salary structure concept will enable the County to enjoy both cost-effectiveness and offer staff the ability to maintain pace with trends.

### **B.2 Actual Base Salaries**

Assessing competitiveness of actual pay for staff is more difficult because of differences in years’ service employees may have among organizations. Considering that the “average” County employee appears to have noticeably below average length of service

(7.6 years compared to 10.9 years elsewhere) than competing organizations, we estimate that actual salaries should be at about the 45<sup>th</sup> competitive percentile of the market. What exists is this:

- 40<sup>th</sup> percentile for all employee groups
- 37<sup>th</sup> percentile for non-represented staff
- 40<sup>th</sup> to 43<sup>rd</sup> percentile for Sheriff represented staff
- 45<sup>th</sup> to 50<sup>th</sup> (median) percentile for Roads represented staff

This means the immediate deficiency toward being aligned with the market (adjusted for the average length of service) is about 3.6% or roughly \$660,000. In Chapter III we have recommended an implementation plan of rounding to new steps plus equity adjustments that spends that deficiency.

This estimate is influenced by the proportion of staff being paid at or near the top of the existing salary ranges and converting over to the recommended ranges.

### **B.3 Salary Structure Trends**

A noticeable recent trend, and one that is continuing elsewhere, is the expansion of salary range width from Step 1 to the maximum. Municipal government as an industry lags behind other industries in adopting this concept, which has been shown to offer advantages for recruitment, retention, and cost effectiveness.

During the last decade, many municipalities have amended salary ranges from the “old-school” of 5 to 6 steps with 3% to 5% steps differentials to ‘modern’ plans containing 9-13 smaller steps averaging in the 2% to 3% range and ending with smaller percentages.

Looking back at our original work in 2017/2018, the wider salary ranges were and are effective at keeping the County somewhat competitive, even when overall structure changes were inadequate. This range architecture should continue.

We, along with other salary administrators cite several reasons for expanding the width (from minimum to maximum) of salary ranges.

- First, we believe that salary growth should be connected to learning and skill development as well as retention in the years where the risk of loss to turnover is greatest. Years 1-2 take care of learning and 3-6 take care of competency. Years 6-8 are for proficiency, up to and through the maximum for mastery.

Employers see this period of service as critical to operations and an expensive form of turnover, and as a result, want coverage in the main salary structure. That said, we believe a well-designed salary structure would contain ranges with at least 9 steps, preferably 13.

- Second, most other industries use wider salary ranges. Having wider ranges (and a more flexible initial placement policy) may improve the County’s ability to attract a broader range of job candidates.
- Third, more steps, even if they are smaller in percentage, individualizes salary adjustments. Many administrators believe it places less pressure on COLA’s.

Crook County should be commended for using a master salary schedule covering a full life cycle for most positions.

As mentioned earlier, another significant trend among municipalities is the use of skill-based career ladders. Skill-based career ladders tend to work best in environments dominated by growth, turnover, and a limited labor market. The County is doing a good job in this area and on implementation will expand the concept to other careers.

#### **B.4 Salary Administration Processes**

The process used within the County for studying, defining, and assigning jobs to salary ranges appears to be centered around departmental proposals advancing on a reactive basis directly with or without the support of Human Resources. Instead, job reclassification and job design changes should be done on a proactive basis in line with bi-annual business plans. Jobs should not be reviewed more often than bi-annually.

The Human Resources department should be the control point for all pay and alignment decisions for non-elected staff. The Director and/or designee should be the principle resources for presenting organization design, job alignment, and exceptional pay items to the County Manager. Refer to suggested departmental changes in this next section.

#### **B.5 Departmental Notes**

During the course of the compensation study we had the opportunity to meet and work collaboratively with the County's elected and appointed department heads and selected first level management.

While our principle objective was to learn about the organizations and renew our understanding of job content using a job description worksheet, we had the opportunity to hear proposals for change. We also had the opportunity to learn about departmental operations that could be enhanced with some modified job designs. We did not include all departments simply because nearly all positions county-wide will see higher salary ranges. The discussion below highlights some of the changes and observations.

- **Assessor.** The study realigned a number of positions to enhance recruiting and retention, most visibly the Appraiser career path. We also see an opportunity to recommend a position titled 'Associate Chief Deputy Assessor (range 124, non-represented)'. This position would be a subject matter specialist and serve as a developmental step to potentially succeeding the Chief Deputy Assessor and be used for training and cross training support staff and working on best practices for information and material flow in the department.
- **Finance.** This office is responsible for financial services, budget, payroll, and decision support. Again, an office with a lean level of staff. Our observation is that the accounting section is missing several key clerical and technical support. We believe a Senior Accounting Technician (range 117) will provide career growth for the Accounting Technician (range 114). In Payroll, a career ladder starting with Payroll Technician (range 114) would provide back to the Payroll & Benefits Manager. An entry-level Accounting Assistant (range 111) would offer additional ability to develop staff in-house.
- **Clerk.** This office has a very senior staff and for future reference, the career path should include:
  - Range 110, Administrative Clerk
  - 112, Recording Specialist, and
  - 115, Senior Recording Specialist.

- **Community Development.** Several interventions have been applied to the master salary schedule. First, is the Planner career path where the job content of the descriptions required salary range upgrades to be more internally equitable and coincidentally, competitive. Second, the Building Inspection career included a realignment of the Plans Examiner and creation of a Building Services Manager also serving in the capacity of a Senior Building Official.
- **Human Resources.** This department has the potential of a transition to two types of services, each requiring different managerial skill sets. The Director of Talent and Employee Services would handle recruitment, HRIS and employee transactions, salary administration, and serve as the custodian of all position descriptions. The Director of Training and Organization Development would assume responsibility for employee and organization development, quality of work life initiatives, and employee relations.
- **Juvenile Court Administration.** Juvenile Probation Officers will enjoy a career path to Senior Probation Officer. The senior-level should not necessarily be construed as a 'lead', rather, it would be a skill-based (knowledge and human relations) and difficulty (problem solving challenges) enhancement.
- **Public Health.** This department has in our opinion been caught up in titling schemes that would make it more difficult to recruit in a cross-industry labor market. The titles and career paths have been named and aligned to competitive salary ranges to provide the department with enhanced capability. This is a large and complex department which could clearly use an Assistant Director role. We have aligned that position to salary range 127.
- **District Attorney.** There have been several discussions about the titling scheme used for Prosecuting Attorneys – a position that State-wide is most difficult to fill. We have accepted the District Attorney's final recommended structure but believe it may not contribute to successful recruiting as much as another format. This option is for future consideration:

<u>Published Titles</u>	<u>Suggested Titles</u>
<ul style="list-style-type: none"> <li>○</li> <li>○ Deputy District Attorney I</li> <li>○ Deputy District Attorney II</li> <li>○ Deputy District Attorney III</li> <li>○ Chief Deputy DA</li> </ul>	<ul style="list-style-type: none"> <li>Graduate Attorney</li> <li>Deputy District Attorney</li> <li>Senior Deputy District Attorney</li> <li>Principal Deputy DA, or</li> <li>Assistant Chief Deputy DA</li> <li>Chief Deputy DA</li> </ul>

In each of the examples above, the job measurement system is used as the primary standard for aligning all County jobs. It also serves as a definitive tool for recommending elected officials' salary and ranges.

### III. Program Recommendations

The classification and compensation review has enabled us to learn more about the County while producing findings and assessments, and ultimately formulating recommendations appearing below. As a result, we believe that the following general recommendations are in the best interest for the County and its employees. In order to preserve the integrity of the structure and decision support processes, it is important the program be implemented in its entirety – not piecemeal.

#### **Recommendation A. Adopt the JOBMEAS™ System**

Crook County is sufficiently large and complex to justify a formal job classification and pay determination methodology which is proven effective for aligning all forms of jobs and occupations in government and all other industries. Prior to this review, the System has enabled the County to align jobs based on content. This practice needs to continue.

The JOBMEAS™ system of evaluation enhances the consistency and objectivity when making decisions resulting in pay range assignments for County jobs. It provides a practical, yet bias-free approach to determining the relative value of jobs to each other, ultimately contributing to the process of developing equitable salary ranges.

The JOBMEAS™ system creates a permanent record describing the "judgments" made in connection with determining relative value and assigning the job to a salary grade. Years later, the logic behind the judgments can be recalled, even if no other job documentation can be found. Continued acceptance and use of the JOBMEAS™ system means the County honors its controls, copyrights, and license agreement.

A summary of the system appears in Appendix B of this report.

#### **A.1 Job Analysis Process**

The Human Resources (recommending a split to Directors of Talent & Employee Resources, and Training & Organization Development) department is the custodian of and should be preparing descriptions for all positions, thus giving assurance of consistent formats. Departments will contribute to the process by providing job content data. The Talent & Employee Resources function would be the sole custodian of the JOBMEAS™ system and updated position descriptions.

We recommend upon continued approval of the system, the job classifications, range assignments, and pay determination process follow these typical rules and outline:

- A request for review is initiated by an employee (per agreed upon schedule, usually an annual ‘opener’, realignment of accountabilities, or newly established qualifications) or department head. Changes from current practice include:
  - Job incumbents and department heads will use a worksheet to provide Human Resources containing job content information. The ‘job description worksheet’



POLICY / PROCEDURE

is shown in Appendix E and will be offered on-line from Human Resources.

- Human Resources will work with all parties to clarify information then prepare the position description for review, acceptance and approval. This assures a consistent format and original content.
- When an existing position is believed to have changed considerably in qualifications, difficulty, and responsibility, then Human Resources, a department head and/or the job incumbent can initiate the review process. In general, the incumbent initiated reviews can only be allowed bi-annually.
- Changes in volume would not normally be considered for evaluation unless they require additional and unique knowledge and skills. In-service skill enhancement training paid by the County would also not normally be grounds for reclassification.
- Requests for review or reclassification can be made no more often than every two years. Human Resources will issue a job description worksheet to be completed by the job incumbent and reviewed and commented on by the job incumbent's supervisor. The supervisor may add, expand upon, or challenge data. If the job is vacant, the supervisor (or a prior incumbent) will complete the worksheet.
- The Worksheet and accompanying documents are routed to Human Resources where the Director or designee will proceed with the job evaluation process. The County may refer to the Consultant that owns the job measurement system.
- The position is analyzed by interviewing at least one incumbent in the classification, then conduct job evaluation using the JOBMEAS™ system. This will return a recommended salary grade.
- The HR Director or designee will submit the preliminary evaluation to the department head for review, confirmation, and approval. If, through its discussion, agreement cannot be made on the recommended salary grade placement based on the analysis, the job shall be returned for reanalysis. Alternatively, the County could arrange with the Consultant to provide periodic classification review services. Final recommendations are routed to the County Manager for review and comment, with final approval (or negotiated in the case of represented jobs) made by the BOCC.
- Job analysis and evaluation should never be conducted in public proceedings.
- The job incumbent (or supervisor) will be notified of the change.
- We recommend that, if a job advances by one salary grade, range placement is to the closest step from the incumbent's current rate, thus emphasizing long term salary advancement potential.

If a job advances by two or more grades, we suggest first assigning the job to the closest step, then, a minimum of an additional step (up to three steps) to denote the equivalent of an advancement or promotion.

**Recommendation B. Adopt the Job Classifications and Listing**

We recommend that the County adopt the job classifications and their salary grade assignments as they appear in Appendix D of this report.

The job classification structure is the product of job analysis using JOBMEAS™, quality reviews, and preliminary acceptance.

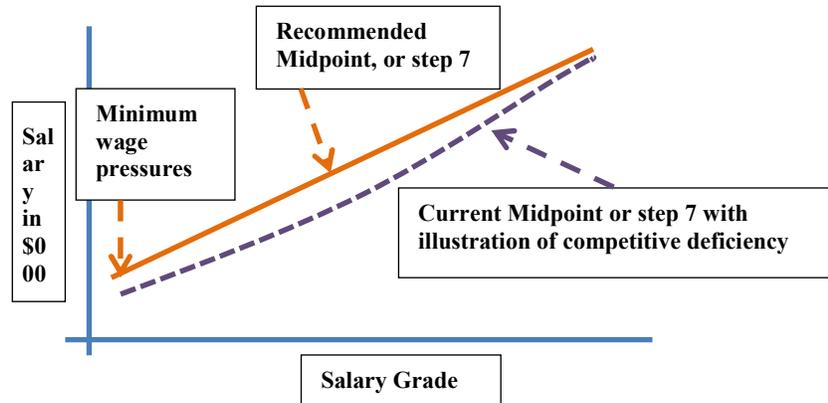
It is important to leave the final listing virtually "intact" upon implementation, of course, subject to quality assurance and final review. During the implementation process, there will undoubtedly be offers to modify or accept a portion of the recommended classifications. In order to preserve its integrity, the job evaluation process must be followed when making modifications to job/grade assignments.

**Recommendation C. Adopt the Recommended Salary Structure**

For the management, confidential, and non-represented professional positions, we recommend a salary grid using the same numbering scheme and extending out to 13 steps (12 years).

- Steps 1-5 each increase by 3.0%
- Steps 6-10 each increase by 2.5%
- Steps 11-13 each increase by 1.5%
- Step 7 is determined by an equation which is based on the salary survey data and recommended competitive target.
  - $Y=a+bX$

The salary ranges we recommend are based on this linear equation which we believe will continue to make the County unilaterally competitive. By using a base number and advance all ranges by a %, thus having consistent numbers appearing diagonally on the grid, the County would become less competitive in the middle of the grid and this is where pay compression comes into play. This form of equation minimizes compression.





We believe the salary grids, with expanded step increments is the most reasonable structure the County can implement to facilitate change within a reasonable upfront implementation cost and be both competitive and cost effective in the future. The structure which appears in Appendix C is designed to be reflective of, and responsive to, the competitive labor market trends.

In conclusion, we recommend the County accept and adopt the salary range concept containing the above-mentioned plans and steps.

**Recommendation D. Adopt this Implementation Plan**



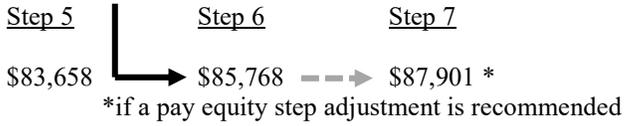
Implementation combines job classification, salary structure, conversion, and costs into a multi-year action plan. The action plan employs a philosophy of first adopting the expanded salary structure to reduce the competitive inconsistency and enhance cost-effectiveness.

The implementation phase has a goal to ‘get the County in the game’ by getting everyone on the plan, then ‘affordable’ ways to keep pace with the market trends.

- **Step 1.** Approve the recommended salary schedule, classification structure,
- **Step 2.** Assign employees to the closest step upward in the new range where they have been assigned. By this action, each employee

Here is an example of how an employee will convert to the new schedule.

Consider an employee at \$84,000 per year:



- For those non-represented employees on the master salary structure adoption of the implementation has an annualized cost of about \$475,000 and a cash flow impact for the current (2024) fiscal year of about \$79,000. These estimates do not include Sheriff and Roads represented staff as well as add-on amounts for employer taxes and all benefits.

- **Step 3.** Grant employees the COLA of approximately 3% on July 1, 2024. This or a similar has already approved in principle by the BOCC then continue to allow step-in-grade pay adjustments as usual.
- **Step 4.** In January 2025 or when the budget processes commence, review the placement of all employees and offer a second and final equity adjustment to those who remain below proper alignment.

**CASH FLOW COST FOR IMPLEMENTATION:**

- Implementation consisting of range assignments and pay equity adjustments = \$79,000 (3.5%) effective May 1, 2024
- Effective July 1, an approximately 3% COLA and step-in-grade movement would take effect.

### **Recommendation E: Elected Officials**

We recommend that a review of elected officials' salaries be conducted by considering the higher of external data or the decision support techniques used for all County positions. As part of the review, we recommend the citizen-based committee be primary consulting resource as a form of check-and-balance or audit of the process and results. This review should occur on a bi-annual basis and can be completed by the Human Resources department or the Consultant.

### **Closing Thoughts**

Crook County needs to adopt the recommended structure and implementation steps for its non-represented staff. Considering the competitive environment, it would be in the best interest for the Commissioners to move ahead with the realigned job classifications and expanded structure before the end of the current fiscal year. This includes equity adjustments

Crook County has an opportunity to make the kind of changes to its job classification and compensation program, not just to realign jobs, but also to implement modern decision-making processes, but for salary schedule that proposes a cost-effective way of achieving competitive and recruitment and retention goals.

The calendar time and work effort of the consultant, Human Resources department (see recommended departmental division), and County employees to get to this point, has been labor intensive. We are very pleased to say that the management team conducted themselves in a very professional and engaging manner throughout the process. We have been honored to serve the County.

Our remaining steps will include JOBMEAS<sup>TM</sup> training of HR staff and setup of the decision support model for July, 1 2024 and beyond. Phone and email technical support through September 2024 will be available at no additional cost. Additional services such as those for reanalysis, organization structure changes, and elected official salaries would be billed at the project rate.

# Appendix A

## Salary Survey Summary



Data Quartiles  
Sources

Crook County, Oregon

# JB

**Market Analysis for Crook County  
January 2024 for July 2024**

Data Aged to be effective for July 24  
Competitive Assessment - Crook

Position	Range Checkpoint	Competitive Level						Comp. Level
		25th	40th	Median	Average	60th	75th	
County Manager	Max							
	Contract	\$169,140	\$179,657	\$176,358	\$173,231	\$187,089	\$190,108	
Undersheriff	Min.							
	Max	\$131,505	\$139,281	\$140,301	\$140,272	\$146,371	\$149,310	42
	Mid.	\$114,630	\$124,092	\$124,463	\$125,355	\$132,371	\$137,938	40
Director, Finance	Min.	\$101,556	\$109,486	\$107,936	\$110,428	\$114,040	\$122,329	36
	Max	\$153,840	\$163,292	\$169,569	\$165,471	\$176,217	\$184,965	36
	Mid.	\$127,221	\$140,343	\$143,000	\$141,969	\$153,767	\$159,431	38
Director, Library Services	Min.	\$112,547	\$114,744	\$119,166	\$120,389	\$125,819	\$127,905	38
	Max	\$114,900	\$116,856	\$117,873	\$119,385	\$121,858	\$123,526	37
	Mid.	\$98,904	\$102,366	\$102,453	\$105,647	\$106,796	\$109,588	35
Director, Human Resources	Min.	\$84,528	\$86,978	\$88,610	\$91,081	\$93,319	\$94,891	34
	Max	\$131,127	\$142,552	\$146,371	\$145,022	\$153,727	\$163,224	39
	Mid.	\$117,852	\$126,451	\$130,105	\$128,240	\$136,168	\$144,160	37
Prosecuting Attorney II - Assistant Legal Counsel	Min.	\$103,095	\$110,098	\$111,588	\$110,068	\$112,835	\$118,024	36
	Max	\$125,232	\$133,808	\$135,343	\$137,394	\$137,847	\$141,599	45
	Mid.	\$111,254	\$115,283	\$118,178	\$118,431	\$122,279	\$132,488	46
Director, Juvenile Services	Min.	\$98,800	\$101,390	\$104,950	\$103,378	\$106,227	\$110,926	43
	Max	\$116,917	\$119,947	\$125,952	\$125,947	\$126,767	\$131,563	37
	Mid.	\$100,997	\$105,070	\$106,403	\$108,356	\$110,802	\$115,777	38
Sheriff Sergeant	Min.	\$86,914	\$90,450	\$91,630	\$93,695	\$96,018	\$97,118	37
	Max	\$98,278	\$102,350	\$103,956	\$105,796	\$106,169	\$108,559	39
	Mid.	\$86,730	\$89,775	\$91,848	\$91,380	\$93,802	\$96,081	41
Building Services Mgr.	Min.	\$72,534	\$75,231	\$79,320	\$79,120	\$82,961	\$83,781	41
	Max	\$108,887	\$114,733	\$120,653	\$121,423	\$124,684	\$128,919	35
	Mid.	\$98,613	\$102,459	\$105,071	\$107,384	\$108,387	\$114,291	34
Prosecuting Attorney I	Min.	\$88,333	\$94,090	\$92,566	\$92,263	\$93,518	\$100,706	33
	Max	\$106,485	\$112,853	\$113,602	\$118,162	\$118,505	\$133,033	38
	Mid.	\$92,262	\$94,988	\$98,637	\$101,748	\$103,675	\$112,127	39
Payroll Benefits Manager	Min.	\$78,244	\$81,691	\$85,600	\$85,059	\$87,050	\$89,526	41
	Max	\$94,197	\$99,258	\$103,956	\$104,385	\$107,000	\$110,072	40
	Mid.	\$82,069	\$89,880	\$92,340	\$91,363	\$96,353	\$98,911	39
Environmental Quality Specialist	Min.	\$69,940	\$74,905	\$80,457	\$78,251	\$81,258	\$83,393	38
	Max	\$86,466	\$90,271	\$93,294	\$95,504	\$96,905	\$99,266	39
	Mid.	\$78,439	\$82,740	\$83,818	\$82,953	\$87,494	\$91,260	39
Office Operations Manager	Min.	\$65,676	\$71,522	\$72,108	\$71,139	\$73,391	\$76,199	37
	Max	\$80,229	\$86,556	\$87,154	\$87,807	\$90,843	\$97,295	54
	Mid.	\$71,684	\$74,566	\$76,403	\$76,814	\$80,594	\$84,317	53
Public Health Nurse BSN	Min.	\$61,734	\$63,076	\$65,270	\$67,159	\$69,519	\$72,822	50
	Max	\$89,058	\$94,856	\$96,812	\$97,425	\$101,868	\$107,710	36
	Mid.	\$79,527	\$82,824	\$83,773	\$84,537	\$87,598	\$92,643	37
Appraiser II	Min.	\$68,669	\$73,294	\$72,628	\$72,540	\$73,070	\$76,138	35
	Max	\$77,967	\$87,074	\$87,904	\$86,709	\$91,530	\$97,285	30
	Mid.	\$69,407	\$74,708	\$76,066	\$74,423	\$79,863	\$82,409	32
	Min.	\$58,050	\$61,848	\$63,004	\$62,153	\$65,033	\$67,793	33

**Market Analysis for Crook County  
January 2024 for July 2024**

Data Aged to be effective for July 24  
Competitive Assessment - Crook

<u>Position</u>	<u>Range</u> <u>Checkpoint</u>	<u>25th</u>	<u>40th</u>	<u>Median</u>	<u>Competitive Level</u>		<u>60th</u>	<u>75th</u>	<u>Comp.</u> <u>Level</u>
					<u>Average</u>				
<b>Legal Assistant</b>	<i>Max</i>	\$65,264	\$66,800	\$67,930	\$69,655	\$70,455	\$72,408	34	
	<i>Mid.</i>	\$57,086	\$58,989	\$59,060	\$60,489	\$61,877	\$63,312	34	
	<i>Min.</i>	\$45,468	\$46,807	\$47,779	\$48,680	\$49,547	\$50,909	39	
<b>Permit Technician</b>	<i>Max</i>	\$55,961	\$60,150	\$62,800	\$61,974	\$65,797	\$68,351	37	
	<i>Mid.</i>	\$47,844	\$50,709	\$53,900	\$53,628	\$55,710	\$62,984	38	
	<i>Min.</i>	\$41,460	\$42,806	\$45,419	\$44,999	\$46,021	\$48,217	40	
<b>Accounting Technician - Senior</b>	<i>Max</i>	\$65,856	\$67,041	\$69,153	\$70,571	\$71,484	\$74,981	41	
	<i>Mid.</i>	\$56,916	\$57,940	\$60,558	\$62,468	\$63,870	\$66,736	40	
	<i>Min.</i>	\$48,408	\$51,557	\$53,280	\$54,284	\$57,989	\$61,701	37	
<b>Associate Planner</b>	<i>Max</i>	\$68,631	\$76,672	\$79,209	\$77,602	\$82,827	\$86,295	41	
	<i>Mid.</i>	\$60,807	\$68,204	\$70,406	\$67,500	\$72,716	\$75,228	41	
	<i>Min.</i>	\$52,344	\$59,816	\$59,817	\$57,391	\$60,652	\$64,018	40	
<b>Building Inspector II</b>	<i>Max</i>	\$78,050	\$82,105	\$83,797	\$85,061	\$87,027	\$91,692	40	
	<i>Mid.</i>	\$70,991	\$75,159	\$76,310	\$74,695	\$79,902	\$80,120	39	
	<i>Min.</i>	\$59,449	\$61,848	\$63,450	\$63,623	\$64,786	\$66,272	39	

Estimated Competitiveness:

Salary Data collected from at least these sources:  
- in part and to job design

- Counties:  
 Wasco Hood River  
 Deschutes Jefferson  
 Klamath Cities & Regionals  
 Jackson Bend Libraries  
 Josephine Prineville  
 Douglas Klamath Falls  
 Umatilla Hospital/Nursing Home  
 Morrow School Districts

Competitive Percentile  
Overall

All points	39
Range Max	40
Range Mid	38
Range Min	37
Data notes: Median =	50
Average =	53

## Appendix B

### JOBMEAS™ Overview



Crook County, Oregon

# JB

# The Pay Determination Process

## Using JOBMEAS™

**JOBMEAS™** is a job evaluation methodology which supports the pay determination process and salary administration decision-making. The primary purpose is to enhance and stabilize judgments about the status and salary treatment of jobs within an organization.

**JOBMEAS™** uses a point-factor technique to measure job content, thus enabling direct comparisons to be made among all jobs in quantitative terms. Five guide charts define the broad areas of measure which are applied to job content. Each chart contains two dimensions describing the broad area of measure. Each dimension contains a series of semantic definitions which are arranged in hierarchical order. Job content facts are then compared to the semantic definitions, producing a numerical value which considers the relative worth of the job to the organization and assures objectivity in the judgment process.

### A. INTRODUCTION

Over the past half-century numerous job evaluation techniques have been developed by human resources practitioners and behavioral scientists for the purpose of establishing the worth of jobs relative to each other. While these techniques measure compensable job content factors differently, they are all similar in that they assume certain jobs to be more important to an organization's functioning than others, and, in that regard, have greater relative or comparable value. Job evaluation (measurement) provides the basis for extending pay-related judgments and explanations on why a laborer is of less relative value to the organization than the Manager of Purchasing and why that position is less critical than the Plant Manager. Job measurement techniques seek to provide an objective basis for understanding the pay relationships between these kind of jobs.

When employees are paid according to the relative importance of their jobs, they perceive their salary treatment as fair and equitable. Successful salary programs are built on this principle of internal equity: that salary levels should be proportional to relative internal job worth, thus maximizing satisfaction and stability within the work force.

While it may be obvious that the relative value of the Plant Manager is greater than the purchaser of raw materials and supplies for the plant, many other comparisons of jobs are not so easy. For the computer software manufacturer, does the Software Designer or the Sales Representative in the field have greater value to the organization? In a hospital, how do we value a Registered Nurse relative to a Physical Therapist or an Accountant? In a city government, how would a Planner and a Civil Engineer compare? In a manufacturing setting, how about the Assembler and the Production Scheduler? These are all questions of judgment and regardless of the technique used, job measurement remains the application of human judgment to information about job content.

### B. FORMAL EVALUATION PROCESSES

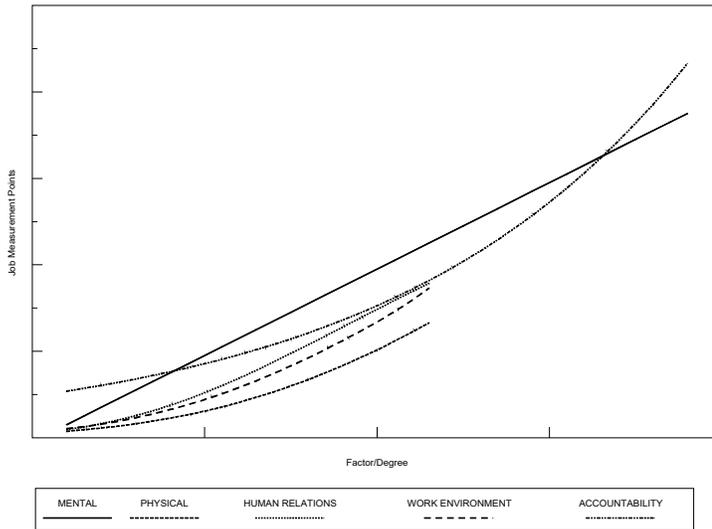
When large numbers of diverse jobs are evaluated, the human judgment process can be quite complex. A well-conceived job evaluation (measurement) plan will structure the judgment process to make sound comparisons and evaluations even in a large organization environment involving numerous departments, occupational fields, and managerial levels.

The **JOBMEAS™** System and others like it, are all designed to manage the evaluation and salary treatment of large numbers of jobs. The primary differences among competing systems lie in the completeness and appropriateness of the broad areas of measurement, the accuracy and validity of the job measurement results, and the ease of administration.

### C. THE **JOBMEAS™** SYSTEM

The **JOBMEAS™** system of evaluation achieves the elements which are critical to a sound measurement technique:

- **Enhancement of the Judgment Process.** **JOBMEAS™** provides a language and framework for defining jobs, discussing job content in a meaningful way, and making valid comparisons by translating certain job content components to the measuring technique.
- **Stabilization of the Judgment Process.** **JOBMEAS™** helps to ensure, given the same job content information, the inter-rater reliability is high. It simplifies the judgment process by providing discipline, clear measures, and controls to provide consistent judgments over time.
- **Optimal Weighing of Measurement Factors.** The guide charts are weighted to ensure that the relative worth of jobs, as measured by points, accurately reflects the relative importance of the individual factors comprising the whole job. The optimal weighing of factors also maximizes the ability of the total points assigned to a job, to project or predict salary levels.



- **Fairness.** **JOBMEAS™**, by way of the design and quantification of the guide charts, provides assurance that the derived internal job worth treats all jobs equitably in-line with the values of the organization and recognized concepts of job design and classification.

**JOBMEAS™** consists of five distinct job measurement guide charts. These charts have been designed to organize an evaluator's judgments in specific job content areas, through the use of semantic series which represent increasing levels of "value." The levels correspond to a numerical value, therefore, providing the descriptive job content considerations with a quantitative measure. The guide charts measure job content in the following broad areas:

<b>Mental Requirements</b>	The knowledge or learning development and the problem solving required by the job.
<b>Physical Requirements</b>	The learned physical skills and physical effort demands required when performing job-related tasks.
<b>Social Requirements</b>	The human relations skills and scope of contacts necessary to complete work.
<b>Work Environment</b>	The performance environment and physical working conditions under which tasks are performed.
<b>Accountability</b>	The level of professional development and category of work, leadership accountability, and the scope and magnitude of impact on the organization's delivery of service/products.

**JOBMEAS™** is a straightforward system which enables evaluators to easily become skilled and others to readily gain appreciation of its design, function, and capabilities. It is not, however, self evident. It requires formal training, expert guidance, and experience to be properly applied.

**JOBMEAS™** does not require the evaluator to directly compare or match jobs. Comparisons are made indirectly by using established rating scales that are a part of each factor. The rating scales contain a series of definitions, referred to as semantic series, to which job content information is compared. Each definition inside a rating scale carries a certain weight.

The weight is determined through an elaborate process of profiling jobs and establishing the relative importance of each rating scale to the total of all compensable factors. The weight is expressed as a number and is referred to as "points." Therefore each definition within each rating scale (five guide charts, ten rating scales) is associated with a point value. Jobs are rated by translating or fitting job content elements to the definitions along the rating scales and then assigning the corresponding points. The points derived from the rating scales are added to obtain a total point score. This number represents the relative or comparable worth of the job. The point value facilitates comparison of the elements found common in all jobs, ranking of jobs according to their "measured" relative value to the organization. The point value also provides linkage to other elements of salary administration such as salary structure development, job design, and organization/job sizing.

As mentioned above, each of the five guide charts or factors has two rating scales. Each scale represents a dimension of the factor. For example, the Mental Requirements factor has both the dimension of Learning Development or Know How and Problem Solving Challenges. Here is how it works:

- Step 1: Separate ratings are made for each dimension by aligning job content to the most appropriate definition on the rating scale.
- Step 2: The rating on each dimension enables a point value to be read off the guide chart. For example, a learning development rating of "D2" and a problem solving rating of "5 (data entry code)," on guide chart I-Mental Requirements, corresponds to a point value of 872.
- Step 3: When ratings are completed and applied to the five guide charts, the job receives a total point value representing its relative worth to the organization.
- Step 4: The guide charts offer flexibility to allow for gradations of judgment between those formally defined. In reviewing all jobs rated as "D" in learning development, some will undoubtedly appear to be of higher level, but not enough to be assigned to the next higher definition. **JOBMEAS™** accommodates job content which is slightly or just noticeably stronger (or weaker) than the guide chart text portrays. A "1, 2, or 3" accompanying the "alpha" (e.g., C2) rating denotes this feature as does the corresponding higher (or lower) assigned point value.

The ability of **JOBMEAS™** to recognize subtle differences and similarities among jobs not only enhances the credibility of the pay determination process but also facilitates other decisions such as the design of career ladders and complex organization structures.

The following chapters discuss the application of **JOBMEAS™** in detail, including elaborations and examples pertaining to each semantic definition in each guide chart.

The following general principles must be followed when applying the **JOBMEAS™** system of evaluation:

- The job is rated, not the incumbent.
- Ratings are based on the minimum requirements for the job at competent performance. Individual performance should not be a consideration.
- Ratings measure only job content. They should not be influenced by supply and demand problems, current or desired pay levels, staffing levels, or performance.

# Appendix C

## Master Salary Structure



Crook County, Oregon

# JB

**Crook County**  
**24/25**  
**STEPPED MASTER SALARY SCHEDULE\***

DRAFT

Grade/Step	1	2	3	4	5	6	7	8	9	10	11	12	13
105	\$ 15.80	\$ 16.27	\$ 16.76	\$ 17.26	\$ 17.78	\$ 18.22	\$ 18.68	\$ 19.15	\$ 19.63	\$ 20.12	\$ 20.42	\$ 20.73	\$ 21.04
	\$ 2,739	\$ 2,820	\$ 2,905	\$ 2,992	\$ 3,082	\$ 3,158	\$ 3,238	\$ 3,319	\$ 3,403	\$ 3,487	\$ 3,539	\$ 3,593	\$ 3,647
	<b>\$ 32,864</b>	<b>\$ 33,842</b>	<b>\$ 34,861</b>	<b>\$ 35,901</b>	<b>\$ 36,982</b>	<b>\$ 37,898</b>	<b>\$ 38,854</b>	<b>\$ 39,832</b>	<b>\$ 40,830</b>	<b>\$ 41,850</b>	<b>\$ 42,474</b>	<b>\$ 43,118</b>	<b>\$ 43,763</b>
106	\$ 16.39	\$ 16.88	\$ 17.39	\$ 17.91	\$ 18.45	\$ 18.91	\$ 19.38	\$ 19.86	\$ 20.36	\$ 20.87	\$ 21.18	\$ 21.50	\$ 21.82
	\$ 2,841	\$ 2,926	\$ 3,014	\$ 3,104	\$ 3,198	\$ 3,278	\$ 3,359	\$ 3,442	\$ 3,529	\$ 3,617	\$ 3,671	\$ 3,727	\$ 3,782
	<b>\$ 34,091</b>	<b>\$ 35,110</b>	<b>\$ 36,171</b>	<b>\$ 37,253</b>	<b>\$ 38,376</b>	<b>\$ 39,333</b>	<b>\$ 40,310</b>	<b>\$ 41,309</b>	<b>\$ 42,349</b>	<b>\$ 43,410</b>	<b>\$ 44,054</b>	<b>\$ 44,720</b>	<b>\$ 45,386</b>
107	\$ 17.00	\$ 17.51	\$ 18.04	\$ 18.58	\$ 19.14	\$ 19.62	\$ 20.11	\$ 20.61	\$ 21.13	\$ 21.66	\$ 21.98	\$ 22.31	\$ 22.64
	\$ 2,947	\$ 3,035	\$ 3,127	\$ 3,221	\$ 3,318	\$ 3,401	\$ 3,486	\$ 3,572	\$ 3,663	\$ 3,754	\$ 3,810	\$ 3,867	\$ 3,924
	<b>\$ 35,360</b>	<b>\$ 36,421</b>	<b>\$ 37,523</b>	<b>\$ 38,646</b>	<b>\$ 39,811</b>	<b>\$ 40,810</b>	<b>\$ 41,829</b>	<b>\$ 42,869</b>	<b>\$ 43,950</b>	<b>\$ 45,053</b>	<b>\$ 45,718</b>	<b>\$ 46,405</b>	<b>\$ 47,091</b>
108	\$ 17.66	\$ 18.19	\$ 18.74	\$ 19.30	\$ 19.88	\$ 20.38	\$ 20.89	\$ 21.41	\$ 21.95	\$ 22.50	\$ 22.84	\$ 23.18	\$ 23.53
	\$ 3,061	\$ 3,153	\$ 3,248	\$ 3,345	\$ 3,446	\$ 3,533	\$ 3,621	\$ 3,711	\$ 3,805	\$ 3,900	\$ 3,959	\$ 4,018	\$ 4,079
	<b>\$ 36,733</b>	<b>\$ 37,835</b>	<b>\$ 38,979</b>	<b>\$ 40,144</b>	<b>\$ 41,350</b>	<b>\$ 42,390</b>	<b>\$ 43,451</b>	<b>\$ 44,533</b>	<b>\$ 45,656</b>	<b>\$ 46,800</b>	<b>\$ 47,507</b>	<b>\$ 48,214</b>	<b>\$ 48,942</b>
109	\$ 18.35	\$ 18.90	\$ 19.47	\$ 20.05	\$ 20.65	\$ 21.17	\$ 21.70	\$ 22.24	\$ 22.80	\$ 23.37	\$ 23.72	\$ 24.08	\$ 24.44
	\$ 3,181	\$ 3,276	\$ 3,375	\$ 3,475	\$ 3,579	\$ 3,669	\$ 3,761	\$ 3,855	\$ 3,952	\$ 4,051	\$ 4,111	\$ 4,174	\$ 4,236
	<b>\$ 38,168</b>	<b>\$ 39,312</b>	<b>\$ 40,498</b>	<b>\$ 41,704</b>	<b>\$ 42,952</b>	<b>\$ 44,034</b>	<b>\$ 45,136</b>	<b>\$ 46,259</b>	<b>\$ 47,424</b>	<b>\$ 48,610</b>	<b>\$ 49,338</b>	<b>\$ 50,086</b>	<b>\$ 50,835</b>
110	\$ 19.08	\$ 19.65	\$ 20.24	\$ 20.85	\$ 21.48	\$ 22.02	\$ 22.57	\$ 23.13	\$ 23.71	\$ 24.30	\$ 24.66	\$ 25.03	\$ 25.41
	\$ 3,307	\$ 3,406	\$ 3,508	\$ 3,614	\$ 3,723	\$ 3,817	\$ 3,912	\$ 4,009	\$ 4,110	\$ 4,212	\$ 4,274	\$ 4,339	\$ 4,404
	<b>\$ 39,686</b>	<b>\$ 40,872</b>	<b>\$ 42,099</b>	<b>\$ 43,368</b>	<b>\$ 44,678</b>	<b>\$ 45,802</b>	<b>\$ 46,946</b>	<b>\$ 48,110</b>	<b>\$ 49,317</b>	<b>\$ 50,544</b>	<b>\$ 51,293</b>	<b>\$ 52,062</b>	<b>\$ 52,853</b>
111	\$ 19.85	\$ 20.45	\$ 21.06	\$ 21.69	\$ 22.34	\$ 22.90	\$ 23.47	\$ 24.06	\$ 24.66	\$ 25.28	\$ 25.66	\$ 26.04	\$ 26.43
	\$ 3,441	\$ 3,545	\$ 3,650	\$ 3,760	\$ 3,872	\$ 3,969	\$ 4,068	\$ 4,170	\$ 4,274	\$ 4,382	\$ 4,448	\$ 4,514	\$ 4,581
	<b>\$ 41,288</b>	<b>\$ 42,536</b>	<b>\$ 43,805</b>	<b>\$ 45,115</b>	<b>\$ 46,467</b>	<b>\$ 47,632</b>	<b>\$ 48,818</b>	<b>\$ 50,045</b>	<b>\$ 51,293</b>	<b>\$ 52,582</b>	<b>\$ 53,373</b>	<b>\$ 54,163</b>	<b>\$ 54,974</b>
112	\$ 20.65	\$ 21.27	\$ 21.91	\$ 22.57	\$ 23.25	\$ 23.83	\$ 24.43	\$ 25.04	\$ 25.67	\$ 26.31	\$ 26.70	\$ 27.10	\$ 27.51
	\$ 3,579	\$ 3,687	\$ 3,798	\$ 3,912	\$ 4,030	\$ 4,131	\$ 4,235	\$ 4,340	\$ 4,449	\$ 4,560	\$ 4,628	\$ 4,697	\$ 4,768
	<b>\$ 42,952</b>	<b>\$ 44,242</b>	<b>\$ 45,573</b>	<b>\$ 46,946</b>	<b>\$ 48,360</b>	<b>\$ 49,566</b>	<b>\$ 50,814</b>	<b>\$ 52,083</b>	<b>\$ 53,394</b>	<b>\$ 54,725</b>	<b>\$ 55,536</b>	<b>\$ 56,368</b>	<b>\$ 57,221</b>

**Crook County**  
**24/25**  
**STEPPED MASTER SALARY SCHEDULE\***

DRAFT

Grade/Step	1	2	3	4	5	6	7	8	9	10	11	12	13
113	\$ 21.51	\$ 22.16	\$ 22.82	\$ 23.50	\$ 24.21	\$ 24.82	\$ 25.44	\$ 26.08	\$ 26.73	\$ 27.40	\$ 27.81	\$ 28.23	\$ 28.65
	\$ 3,728	\$ 3,841	\$ 3,955	\$ 4,073	\$ 4,196	\$ 4,302	\$ 4,410	\$ 4,521	\$ 4,633	\$ 4,749	\$ 4,820	\$ 4,893	\$ 4,966
	<b>\$ 44,741</b>	<b>\$ 46,093</b>	<b>\$ 47,466</b>	<b>\$ 48,880</b>	<b>\$ 50,357</b>	<b>\$ 51,626</b>	<b>\$ 52,915</b>	<b>\$ 54,246</b>	<b>\$ 55,598</b>	<b>\$ 56,992</b>	<b>\$ 57,845</b>	<b>\$ 58,718</b>	<b>\$ 59,592</b>
114	\$ 22.43	\$ 23.10	\$ 23.79	\$ 24.50	\$ 25.23	\$ 25.86	\$ 26.51	\$ 27.17	\$ 27.85	\$ 28.55	\$ 28.98	\$ 29.41	\$ 29.85
	\$ 3,888	\$ 4,004	\$ 4,124	\$ 4,247	\$ 4,373	\$ 4,482	\$ 4,595	\$ 4,709	\$ 4,827	\$ 4,949	\$ 5,023	\$ 5,098	\$ 5,174
	<b>\$ 46,654</b>	<b>\$ 48,048</b>	<b>\$ 49,483</b>	<b>\$ 50,960</b>	<b>\$ 52,478</b>	<b>\$ 53,789</b>	<b>\$ 55,141</b>	<b>\$ 56,514</b>	<b>\$ 57,928</b>	<b>\$ 59,384</b>	<b>\$ 60,278</b>	<b>\$ 61,173</b>	<b>\$ 62,088</b>
115	\$ 23.37	\$ 24.07	\$ 24.79	\$ 25.53	\$ 26.30	\$ 26.96	\$ 27.63	\$ 28.32	\$ 29.03	\$ 29.76	\$ 30.21	\$ 30.66	\$ 31.12
	\$ 4,051	\$ 4,172	\$ 4,297	\$ 4,425	\$ 4,559	\$ 4,673	\$ 4,789	\$ 4,909	\$ 5,032	\$ 5,158	\$ 5,236	\$ 5,314	\$ 5,394
	<b>\$ 48,610</b>	<b>\$ 50,066</b>	<b>\$ 51,563</b>	<b>\$ 53,102</b>	<b>\$ 54,704</b>	<b>\$ 56,077</b>	<b>\$ 57,470</b>	<b>\$ 58,906</b>	<b>\$ 60,382</b>	<b>\$ 61,901</b>	<b>\$ 62,837</b>	<b>\$ 63,773</b>	<b>\$ 64,730</b>
116	\$ 24.38	\$ 25.11	\$ 25.86	\$ 26.64	\$ 27.44	\$ 28.13	\$ 28.83	\$ 29.55	\$ 30.29	\$ 31.05	\$ 31.52	\$ 31.99	\$ 32.47
	\$ 4,226	\$ 4,352	\$ 4,482	\$ 4,618	\$ 4,756	\$ 4,876	\$ 4,997	\$ 5,122	\$ 5,250	\$ 5,382	\$ 5,463	\$ 5,545	\$ 5,628
	<b>\$ 50,710</b>	<b>\$ 52,229</b>	<b>\$ 53,789</b>	<b>\$ 55,411</b>	<b>\$ 57,075</b>	<b>\$ 58,510</b>	<b>\$ 59,966</b>	<b>\$ 61,464</b>	<b>\$ 63,003</b>	<b>\$ 64,584</b>	<b>\$ 65,562</b>	<b>\$ 66,539</b>	<b>\$ 67,538</b>
117	\$ 25.44	\$ 26.20	\$ 26.99	\$ 27.80	\$ 28.63	\$ 29.35	\$ 30.08	\$ 30.83	\$ 31.60	\$ 32.39	\$ 32.88	\$ 33.37	\$ 33.87
	\$ 4,410	\$ 4,541	\$ 4,678	\$ 4,819	\$ 4,963	\$ 5,087	\$ 5,214	\$ 5,344	\$ 5,477	\$ 5,614	\$ 5,699	\$ 5,784	\$ 5,871
	<b>\$ 52,915</b>	<b>\$ 54,496</b>	<b>\$ 56,139</b>	<b>\$ 57,824</b>	<b>\$ 59,550</b>	<b>\$ 61,048</b>	<b>\$ 62,566</b>	<b>\$ 64,126</b>	<b>\$ 65,728</b>	<b>\$ 67,371</b>	<b>\$ 68,390</b>	<b>\$ 69,410</b>	<b>\$ 70,450</b>
118	\$ 26.55	\$ 27.35	\$ 28.17	\$ 29.02	\$ 29.89	\$ 30.64	\$ 31.41	\$ 32.20	\$ 33.01	\$ 33.84	\$ 34.35	\$ 34.87	\$ 35.39
	\$ 4,602	\$ 4,741	\$ 4,883	\$ 5,030	\$ 5,181	\$ 5,311	\$ 5,444	\$ 5,581	\$ 5,722	\$ 5,866	\$ 5,954	\$ 6,044	\$ 6,134
	<b>\$ 55,224</b>	<b>\$ 56,888</b>	<b>\$ 58,594</b>	<b>\$ 60,362</b>	<b>\$ 62,171</b>	<b>\$ 63,731</b>	<b>\$ 65,333</b>	<b>\$ 66,976</b>	<b>\$ 68,661</b>	<b>\$ 70,387</b>	<b>\$ 71,448</b>	<b>\$ 72,530</b>	<b>\$ 73,611</b>
119	\$ 27.75	\$ 28.58	\$ 29.44	\$ 30.32	\$ 31.23	\$ 32.01	\$ 32.81	\$ 33.63	\$ 34.47	\$ 35.33	\$ 35.86	\$ 36.40	\$ 36.95
	\$ 4,810	\$ 4,954	\$ 5,103	\$ 5,255	\$ 5,413	\$ 5,548	\$ 5,687	\$ 5,829	\$ 5,975	\$ 6,124	\$ 6,216	\$ 6,309	\$ 6,405
	<b>\$ 57,720</b>	<b>\$ 59,446</b>	<b>\$ 61,235</b>	<b>\$ 63,066</b>	<b>\$ 64,958</b>	<b>\$ 66,581</b>	<b>\$ 68,245</b>	<b>\$ 69,950</b>	<b>\$ 71,698</b>	<b>\$ 73,486</b>	<b>\$ 74,589</b>	<b>\$ 75,712</b>	<b>\$ 76,856</b>
120	\$ 28.99	\$ 29.86	\$ 30.76	\$ 31.68	\$ 32.63	\$ 33.45	\$ 34.29	\$ 35.15	\$ 36.03	\$ 36.93	\$ 37.48	\$ 38.04	\$ 38.61
	\$ 5,025	\$ 5,176	\$ 5,332	\$ 5,491	\$ 5,656	\$ 5,798	\$ 5,944	\$ 6,093	\$ 6,245	\$ 6,401	\$ 6,497	\$ 6,594	\$ 6,692
	<b>\$ 60,299</b>	<b>\$ 62,109</b>	<b>\$ 63,981</b>	<b>\$ 65,894</b>	<b>\$ 67,870</b>	<b>\$ 69,576</b>	<b>\$ 71,323</b>	<b>\$ 73,112</b>	<b>\$ 74,942</b>	<b>\$ 76,814</b>	<b>\$ 77,958</b>	<b>\$ 79,123</b>	<b>\$ 80,309</b>

**Crook County**  
**24/25**  
**STEPPED MASTER SALARY SCHEDULE\***

DRAFT

Grade/Step	1	2	3	4	5	6	7	8	9	10	11	12	13
121	\$ 30.32	\$ 31.23	\$ 32.17	\$ 33.14	\$ 34.13	\$ 34.98	\$ 35.85	\$ 36.75	\$ 37.67	\$ 38.61	\$ 39.19	\$ 39.78	\$ 40.38
	\$ 5,255	\$ 5,413	\$ 5,576	\$ 5,744	\$ 5,916	\$ 6,063	\$ 6,214	\$ 6,370	\$ 6,529	\$ 6,692	\$ 6,793	\$ 6,895	\$ 6,999
	<b>\$ 63,066</b>	<b>\$ 64,958</b>	<b>\$ 66,914</b>	<b>\$ 68,931</b>	<b>\$ 70,990</b>	<b>\$ 72,758</b>	<b>\$ 74,568</b>	<b>\$ 76,440</b>	<b>\$ 78,354</b>	<b>\$ 80,309</b>	<b>\$ 81,515</b>	<b>\$ 82,742</b>	<b>\$ 83,990</b>
122	\$ 31.71	\$ 32.66	\$ 33.64	\$ 34.65	\$ 35.69	\$ 36.58	\$ 37.49	\$ 38.43	\$ 39.39	\$ 40.37	\$ 40.98	\$ 41.59	\$ 42.21
	\$ 5,496	\$ 5,661	\$ 5,831	\$ 6,006	\$ 6,186	\$ 6,341	\$ 6,498	\$ 6,661	\$ 6,828	\$ 6,997	\$ 7,103	\$ 7,209	\$ 7,316
	<b>\$ 65,957</b>	<b>\$ 67,933</b>	<b>\$ 69,971</b>	<b>\$ 72,072</b>	<b>\$ 74,235</b>	<b>\$ 76,086</b>	<b>\$ 77,979</b>	<b>\$ 79,934</b>	<b>\$ 81,931</b>	<b>\$ 83,970</b>	<b>\$ 85,238</b>	<b>\$ 86,507</b>	<b>\$ 87,797</b>
123	\$ 33.94	\$ 34.96	\$ 36.01	\$ 37.09	\$ 38.20	\$ 39.15	\$ 40.13	\$ 41.13	\$ 42.16	\$ 43.21	\$ 43.86	\$ 44.52	\$ 45.19
	\$ 5,883	\$ 6,060	\$ 6,242	\$ 6,429	\$ 6,621	\$ 6,786	\$ 6,956	\$ 7,129	\$ 7,308	\$ 7,490	\$ 7,602	\$ 7,717	\$ 7,833
	<b>\$ 70,595</b>	<b>\$ 72,717</b>	<b>\$ 74,901</b>	<b>\$ 77,147</b>	<b>\$ 79,456</b>	<b>\$ 81,432</b>	<b>\$ 83,470</b>	<b>\$ 85,550</b>	<b>\$ 87,693</b>	<b>\$ 89,877</b>	<b>\$ 91,229</b>	<b>\$ 92,602</b>	<b>\$ 93,995</b>
124	\$ 35.74	\$ 36.81	\$ 37.91	\$ 39.05	\$ 40.22	\$ 41.23	\$ 42.26	\$ 43.32	\$ 44.40	\$ 45.51	\$ 46.19	\$ 46.88	\$ 47.58
	\$ 6,195	\$ 6,380	\$ 6,571	\$ 6,769	\$ 6,971	\$ 7,147	\$ 7,325	\$ 7,509	\$ 7,696	\$ 7,888	\$ 8,006	\$ 8,126	\$ 8,247
	<b>\$ 74,339</b>	<b>\$ 76,565</b>	<b>\$ 78,853</b>	<b>\$ 81,224</b>	<b>\$ 83,658</b>	<b>\$ 85,758</b>	<b>\$ 87,901</b>	<b>\$ 90,106</b>	<b>\$ 92,352</b>	<b>\$ 94,661</b>	<b>\$ 96,075</b>	<b>\$ 97,510</b>	<b>\$ 98,966</b>
125	\$ 37.65	\$ 38.78	\$ 39.94	\$ 41.14	\$ 42.37	\$ 43.43	\$ 44.52	\$ 45.63	\$ 46.77	\$ 47.94	\$ 48.66	\$ 49.39	\$ 50.13
	\$ 6,526	\$ 6,722	\$ 6,923	\$ 7,131	\$ 7,344	\$ 7,528	\$ 7,717	\$ 7,909	\$ 8,107	\$ 8,310	\$ 8,434	\$ 8,561	\$ 8,689
	<b>\$ 78,312</b>	<b>\$ 80,662</b>	<b>\$ 83,075</b>	<b>\$ 85,571</b>	<b>\$ 88,130</b>	<b>\$ 90,334</b>	<b>\$ 92,602</b>	<b>\$ 94,910</b>	<b>\$ 97,282</b>	<b>\$ 99,715</b>	<b>\$ 101,213</b>	<b>\$ 102,731</b>	<b>\$ 104,270</b>
126	\$ 39.65	\$ 40.84	\$ 42.07	\$ 43.33	\$ 44.63	\$ 45.75	\$ 46.89	\$ 48.06	\$ 49.26	\$ 50.49	\$ 51.25	\$ 52.02	\$ 52.80
	\$ 6,873	\$ 7,079	\$ 7,292	\$ 7,511	\$ 7,736	\$ 7,930	\$ 8,128	\$ 8,330	\$ 8,538	\$ 8,752	\$ 8,883	\$ 9,017	\$ 9,152
	<b>\$ 82,472</b>	<b>\$ 84,947</b>	<b>\$ 87,506</b>	<b>\$ 90,126</b>	<b>\$ 92,830</b>	<b>\$ 95,160</b>	<b>\$ 97,531</b>	<b>\$ 99,965</b>	<b>\$ 102,461</b>	<b>\$ 105,019</b>	<b>\$ 106,600</b>	<b>\$ 108,202</b>	<b>\$ 109,824</b>
127	\$ 41.78	\$ 43.03	\$ 44.32	\$ 45.65	\$ 47.02	\$ 48.20	\$ 49.40	\$ 50.64	\$ 51.91	\$ 53.21	\$ 54.01	\$ 54.82	\$ 55.64
	\$ 7,242	\$ 7,459	\$ 7,682	\$ 7,913	\$ 8,150	\$ 8,355	\$ 8,563	\$ 8,778	\$ 8,998	\$ 9,223	\$ 9,362	\$ 9,502	\$ 9,644
	<b>\$ 86,902</b>	<b>\$ 89,502</b>	<b>\$ 92,186</b>	<b>\$ 94,952</b>	<b>\$ 97,802</b>	<b>\$ 100,256</b>	<b>\$ 102,752</b>	<b>\$ 105,331</b>	<b>\$ 107,973</b>	<b>\$ 110,677</b>	<b>\$ 112,341</b>	<b>\$ 114,026</b>	<b>\$ 115,731</b>
128	\$ 44.01	\$ 45.33	\$ 46.69	\$ 48.09	\$ 49.53	\$ 50.77	\$ 52.04	\$ 53.34	\$ 54.67	\$ 56.04	\$ 56.88	\$ 57.73	\$ 58.60
	\$ 7,628	\$ 7,857	\$ 8,093	\$ 8,336	\$ 8,585	\$ 8,800	\$ 9,020	\$ 9,246	\$ 9,476	\$ 9,714	\$ 9,859	\$ 10,007	\$ 10,157
	<b>\$ 91,541</b>	<b>\$ 94,286</b>	<b>\$ 97,115</b>	<b>\$ 100,027</b>	<b>\$ 103,022</b>	<b>\$ 105,602</b>	<b>\$ 108,243</b>	<b>\$ 110,947</b>	<b>\$ 113,714</b>	<b>\$ 116,563</b>	<b>\$ 118,310</b>	<b>\$ 120,078</b>	<b>\$ 121,888</b>

**Crook County**  
**24/25**  
**STEPPED MASTER SALARY SCHEDULE\***

DRAFT

Grade/Step	1	2	3	4	5	6	7	8	9	10	11	12	13
129	\$ 46.38	\$ 47.77	\$ 49.20	\$ 50.68	\$ 52.20	\$ 53.50	\$ 54.84	\$ 56.21	\$ 57.62	\$ 59.06	\$ 59.95	\$ 60.85	\$ 61.76
	\$ 8,039	\$ 8,280	\$ 8,528	\$ 8,785	\$ 9,048	\$ 9,273	\$ 9,506	\$ 9,743	\$ 9,987	\$ 10,237	\$ 10,391	\$ 10,547	\$ 10,705
	<b>\$ 96,470</b>	<b>\$ 99,362</b>	<b>\$ 102,336</b>	<b>\$ 105,414</b>	<b>\$ 108,576</b>	<b>\$ 111,280</b>	<b>\$ 114,067</b>	<b>\$ 116,917</b>	<b>\$ 119,850</b>	<b>\$ 122,845</b>	<b>\$ 124,696</b>	<b>\$ 126,568</b>	<b>\$ 128,461</b>
130	\$ 48.86	\$ 50.33	\$ 51.84	\$ 53.40	\$ 55.00	\$ 56.38	\$ 57.79	\$ 59.23	\$ 60.71	\$ 62.23	\$ 63.16	\$ 64.11	\$ 65.07
	\$ 8,469	\$ 8,724	\$ 8,986	\$ 9,256	\$ 9,533	\$ 9,773	\$ 10,017	\$ 10,267	\$ 10,523	\$ 10,787	\$ 10,948	\$ 11,112	\$ 11,279
	<b>\$ 101,629</b>	<b>\$ 104,686</b>	<b>\$ 107,827</b>	<b>\$ 111,072</b>	<b>\$ 114,400</b>	<b>\$ 117,270</b>	<b>\$ 120,203</b>	<b>\$ 123,198</b>	<b>\$ 126,277</b>	<b>\$ 129,438</b>	<b>\$ 131,373</b>	<b>\$ 133,349</b>	<b>\$ 135,346</b>
131	\$ 51.50	\$ 53.04	\$ 54.63	\$ 56.27	\$ 57.96	\$ 59.41	\$ 60.90	\$ 62.42	\$ 63.98	\$ 65.58	\$ 66.56	\$ 67.56	\$ 68.57
	\$ 8,927	\$ 9,194	\$ 9,469	\$ 9,753	\$ 10,046	\$ 10,298	\$ 10,556	\$ 10,819	\$ 11,090	\$ 11,367	\$ 11,537	\$ 11,710	\$ 11,885
	<b>\$ 107,120</b>	<b>\$ 110,323</b>	<b>\$ 113,630</b>	<b>\$ 117,042</b>	<b>\$ 120,557</b>	<b>\$ 123,573</b>	<b>\$ 126,672</b>	<b>\$ 129,834</b>	<b>\$ 133,078</b>	<b>\$ 136,406</b>	<b>\$ 138,445</b>	<b>\$ 140,525</b>	<b>\$ 142,626</b>
132	\$ 54.26	\$ 55.89	\$ 57.57	\$ 59.30	\$ 61.08	\$ 62.61	\$ 64.18	\$ 65.78	\$ 67.42	\$ 69.11	\$ 70.15	\$ 71.20	\$ 72.27
	\$ 9,405	\$ 9,688	\$ 9,979	\$ 10,279	\$ 10,587	\$ 10,852	\$ 11,125	\$ 11,402	\$ 11,686	\$ 11,979	\$ 12,159	\$ 12,341	\$ 12,527
	<b>\$ 112,861</b>	<b>\$ 116,251</b>	<b>\$ 119,746</b>	<b>\$ 123,344</b>	<b>\$ 127,046</b>	<b>\$ 130,229</b>	<b>\$ 133,494</b>	<b>\$ 136,822</b>	<b>\$ 140,234</b>	<b>\$ 143,749</b>	<b>\$ 145,912</b>	<b>\$ 148,096</b>	<b>\$ 150,322</b>
133	\$ 57.19	\$ 58.91	\$ 60.68	\$ 62.50	\$ 64.38	\$ 65.99	\$ 67.64	\$ 69.33	\$ 71.06	\$ 72.84	\$ 73.93	\$ 75.04	\$ 76.17
	\$ 9,913	\$ 10,211	\$ 10,518	\$ 10,833	\$ 11,159	\$ 11,438	\$ 11,724	\$ 12,017	\$ 12,317	\$ 12,626	\$ 12,815	\$ 13,007	\$ 13,203
	<b>\$ 118,955</b>	<b>\$ 122,533</b>	<b>\$ 126,214</b>	<b>\$ 130,000</b>	<b>\$ 133,910</b>	<b>\$ 137,259</b>	<b>\$ 140,691</b>	<b>\$ 144,206</b>	<b>\$ 147,805</b>	<b>\$ 151,507</b>	<b>\$ 153,774</b>	<b>\$ 156,083</b>	<b>\$ 158,434</b>
134	\$ 60.29	\$ 62.10	\$ 63.96	\$ 65.88	\$ 67.86	\$ 69.56	\$ 71.30	\$ 73.08	\$ 74.91	\$ 76.78	\$ 77.93	\$ 79.10	\$ 80.29
	\$ 10,450	\$ 10,764	\$ 11,086	\$ 11,419	\$ 11,762	\$ 12,057	\$ 12,359	\$ 12,667	\$ 12,984	\$ 13,309	\$ 13,508	\$ 13,711	\$ 13,917
	<b>\$ 125,403</b>	<b>\$ 129,168</b>	<b>\$ 133,037</b>	<b>\$ 137,030</b>	<b>\$ 141,149</b>	<b>\$ 144,685</b>	<b>\$ 148,304</b>	<b>\$ 152,006</b>	<b>\$ 155,813</b>	<b>\$ 159,702</b>	<b>\$ 162,094</b>	<b>\$ 164,528</b>	<b>\$ 167,003</b>
135	\$ 63.56	\$ 65.47	\$ 67.43	\$ 69.45	\$ 71.53	\$ 73.32	\$ 75.15	\$ 77.03	\$ 78.96	\$ 80.93	\$ 82.14	\$ 83.37	\$ 84.62
	\$ 11,017	\$ 11,348	\$ 11,688	\$ 12,038	\$ 12,399	\$ 12,709	\$ 13,026	\$ 13,352	\$ 13,686	\$ 14,028	\$ 14,238	\$ 14,451	\$ 14,667
	<b>\$ 132,205</b>	<b>\$ 136,178</b>	<b>\$ 140,254</b>	<b>\$ 144,456</b>	<b>\$ 148,782</b>	<b>\$ 152,506</b>	<b>\$ 156,312</b>	<b>\$ 160,222</b>	<b>\$ 164,237</b>	<b>\$ 168,334</b>	<b>\$ 170,851</b>	<b>\$ 173,410</b>	<b>\$ 176,010</b>
136	\$ 66.99	\$ 69.00	\$ 71.07	\$ 73.20	\$ 75.40	\$ 77.29	\$ 79.22	\$ 81.20	\$ 83.23	\$ 85.31	\$ 86.59	\$ 87.89	\$ 89.21
	\$ 11,612	\$ 11,960	\$ 12,319	\$ 12,688	\$ 13,069	\$ 13,397	\$ 13,731	\$ 14,075	\$ 14,427	\$ 14,787	\$ 15,009	\$ 15,234	\$ 15,463
	<b>\$ 139,339</b>	<b>\$ 143,520</b>	<b>\$ 147,826</b>	<b>\$ 152,256</b>	<b>\$ 156,832</b>	<b>\$ 160,763</b>	<b>\$ 164,778</b>	<b>\$ 168,896</b>	<b>\$ 173,118</b>	<b>\$ 177,445</b>	<b>\$ 180,107</b>	<b>\$ 182,811</b>	<b>\$ 185,557</b>
137	\$ 70.61	\$ 72.73	\$ 74.91	\$ 77.16	\$ 79.47	\$ 81.46	\$ 83.50	\$ 85.59	\$ 87.73	\$ 89.92	\$ 91.27	\$ 92.64	\$ 94.03
	\$ 12,239	\$ 12,607	\$ 12,984	\$ 13,374	\$ 13,775	\$ 14,120	\$ 14,473	\$ 14,836	\$ 15,207	\$ 15,586	\$ 15,820	\$ 16,058	\$ 16,299
	<b>\$ 146,869</b>	<b>\$ 151,278</b>	<b>\$ 155,813</b>	<b>\$ 160,493</b>	<b>\$ 165,298</b>	<b>\$ 169,437</b>	<b>\$ 173,680</b>	<b>\$ 178,027</b>	<b>\$ 182,478</b>	<b>\$ 187,034</b>	<b>\$ 189,842</b>	<b>\$ 192,691</b>	<b>\$ 195,582</b>

\* Subject to additional COL or competitive adjustment.  
 4/18/2024

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# Appendix D

## Job Classification Structure



Crook County, Oregon

# JB

APPENDIX D

CROOK COUNTY

Admin/Business/Legal/Cross-dept.	Transportation & Trades	Planning/Library/Museum/Fair	Public Safety and Health	Grade	HRLY			ANNUAL		
					Min	Mid=7	Max	Min	Mid=7	Max
COUNTY MANAGER				137	\$72.73	\$83.50	\$94.03	\$151,278	\$173,680	\$195,582
				135	\$65.47	\$75.15	\$84.62	\$136,178	\$156,312	\$176,010
COUNTY COUNSEL CHIEF FINANCIAL OFFICER DISTRICT ATTORNEY *			SHERIFF	134	\$62.10	\$71.30	\$80.29	\$129,168	\$148,304	\$167,003
DIRECTOR, FINANCE CHIEF DEPUTY DISTRICT ATTY CHIEF INFORMATION OFFICER		DIRECTOR, COMMUNITY DEVEL.		133	\$58.91	\$67.64	\$76.17	\$122,533	\$140,691	\$158,434
			DIRECTOR, HEALTH HUMAN SERVICES	132	\$54.26	\$64.18	\$72.27	\$112,861	\$133,494	\$150,322
PRINCIPAL ATTORNEY DEPUTY DISTRICT ATTORNEY III DIRECTOR, HUMAN RESOURCES	DIRECTOR, PUBLIC WORKS		UNDERSHERIFF	131	\$51.50	\$60.90	\$68.57	\$107,120	\$126,672	\$142,626
DEPUTY DISTRICT ATTORNEY II SR ATTORNEY & ASSISTANT LEGAL COUNSEL			NURSE PRACTITIONER (ARNP)	130	\$48.86	\$57.79	\$65.07	\$101,629	\$120,203	\$135,346
ASSESSOR *	FACILITIES & CAPITAL PROJECTS DIRECTOR ROAD SUPERINTENDENT		DIRECTOR, JUVENILE SERVICES SHERIFF LIEUTENANT - CC, ADMIN SHERIFF LIEUTENANT - PATROL, JAIL	129	\$46.38	\$54.84	\$61.76	\$96,470	\$114,067	\$128,461
DEPUTY DISTRICT ATTORNEY I ASSOCIATE COUNTY COUNSEL		DIR., LIBRARIES & LEARNING RESOURCES BUILDING SERVICES MANAGER DIRECTOR, FAIRGROUNDS & EVENTS		128	\$44.01	\$52.04	\$58.60	\$91,541	\$108,243	\$121,888
ACCOUNTING MANAGER COUNTY CLERK * BUDGET MANAGER EE RESOURCES BUS. PARTNER - SR		DIRECTOR, MUSEUMS & EXHIBITS PRINCIPAL PLANNER	ASSIST. DIRECTOR, HEALTH HUMAN SVCS	127	\$41.78	\$49.40	\$55.64	\$86,902	\$102,752	\$115,731
CHIEF DEPUTY ASSESSOR IT APPLICATIONS/GIS MANAGER ATTORNEY - GRADUATE PRINCIPAL ACCOUNTANT			SHERIFF SERGEANT SENIOR	126	\$39.65	\$46.89	\$52.80	\$82,472	\$97,531	\$109,824
PAYROLL/BENEFITS MANAGER	LANDFILL OPERATIONS MANAGER	PLANS EXAMINER SENIOR PLANNER BUILDING OFFICIAL	SHERIFF SERGEANT	125	\$37.65	\$44.52	\$50.13	\$78,312	\$92,602	\$104,270
EE RESOURCES BUSINESS PARTNER SR BUDGET ANALYST REVENUE ANALYST/TAX COLLECTOR ASSOCIATE CHIEF DEPUTY ASSESSOR EXEC SVCS & COMMUNICATIONS OFFICER	ROADS OPNS SUPERVISOR ROADS SHOP SUPERVISOR WEED CONTROL SUPERVISOR	NATURAL RESOURCES PROGRAM MGR	PUBLIC HEALTH NURSE SR (BSN) EMERGENCY SERVICES MANAGER HEALTH PGMS & INITIATIVES MANAGER ENVIRONMENTAL HEALTH SPEC - SR REGISTERED NURSE (SO)	124	\$35.74	\$42.26	\$47.58	\$74,339	\$87,901	\$98,966
IT APPLICATIONS ANALYST IT BUSINESS PROCESS ANALYST OFFICE OPERATIONS MANAGER - DA ACCOUNTING ANALYST GIS SENIOR ANALYST SENIOR ACCOUNTANT		BUILDING INSPECTOR SR WATERSHED COUNCIL COORDINATOR SERVICE CENTER SUPERVISOR OFFICE OPERATIONS MANAGER ENVIRONMENTAL QUALITY SPEC-SANITARIAN	SERVICE CENTER SUPERVISOR HEALTH CLINIC SUPERVISOR MENTAL HEALTH CLINICIAN HEALTH ACCOUNTING ANALYST JUVENILE COUNSELOR - SENIOR	123	\$33.94	\$40.13	\$45.19	\$70,595	\$83,470	\$93,995
APPRAISER - SENIOR IT SYSTEMS ADMINISTRATOR EE RESOURCES BUSINESS PARTNER VICTIMS SERVICES SUPERVISOR		PLANNER EXTENSION SERVICES SUPERVISOR ASSISTANT DIR., LIBRARY & LEARNING RES.	PUBLIC HEALTH NURSE (RN) ENVIRONMENTAL SPECIALIST HEALTH ACCOUNTING ANALYST	122	\$31.71	\$37.49	\$42.21	\$65,957	\$77,979	\$87,797
PARALEGAL SPECIALIST STAFF ACCOUNTANT OFFICE SERVICES SUPERVISOR	HEAVY EQUIP LEAD OPER/MECHANIC - LF VEHICLE TECHNICAL MECH - SR/LEAD	CODE COMPLIANCE OFFICER BUILDING INSPECTOR II	SHERIFF DEPUTY - PATROL, JAIL ** SHERIFF DETECTIVE **	121	\$30.32	\$35.85	\$40.38	\$63,066	\$74,568	\$83,990

APPENDIX D

CROOK COUNTY

Admin/Business/Legal/Cross-dept.	Transportation & Trades	Planning/Library/Museum/Fair	Public Safety and Health	Grade	Min	HRLY Mid=7	Max	ANNUAL Min	Mid=7	Max
HR EMPLOYEE RESOURCES SPEC ACCOUNTING TECHNICAL LEADER VETERANS SERVICES OFFICER SENIOR APPRAISER II		LIBRARY OPERATIONS SUPERVISOR ASSOCIATE PLANNER	JUVENILE COUNSELOR HEALTH PROGRAMS FACILITATOR - SR EPIDEMIOLOGY SPECIALIST MENTAL HEALTH COUNSELOR	120	\$28.99	\$34.29	\$38.61	\$60,299	\$71,323	\$80,309
GIS ANALYST OFFICE SERVICES TEAM LEADER CHIEF DEPUTY CLERK	VEHICLE TECHNICAL MECHANIC *** OFFICE SERVICES TEAM LEADER - ROADS	BUILDING INSPECTOR I CODE COMPLIANCE OFFICER	HEALTH BUSINESS OFFICE SUPERV HEALTH PROGRAMS FACILITATOR - SR OFFICE SERVICES TEAM LEADER - SO	119	\$27.75	\$32.81	\$36.95	\$57,720	\$68,245	\$76,856
LEGAL ASSISTANT - SENIOR IT USER SUPPORT TECH - SENIOR APPRAISER I ADMINISTRATIVE ASSISTANT SENIOR SUPPORT ENFORCEMENT OFCR	HEAVY EQUIP OPERATOR SR/SKILLED *** HEAVY EQUIPMENT OPERATOR - LF	PERMIT DATA SERVICES COORD  PLANNING TECHNICIAN - SENIOR	MENTAL HEALTH TECHNICIAN PREVENTION SPECIALIST BAILIFF/COURT SECURITY **	118	\$26.55	\$31.41	\$35.39	\$55,224	\$65,333	\$73,611
VETERANS SERVICES OFFICER ACCOUNTING TECHNICIAN - SR	VEHICLE MECHANIC ***	PERMIT DATA SERVICES COORD COLLECTIONS SPECIALIST - MUSEUM LIBRARY PROGRAMS SPECIALIST	PUBLIC HEALTH NURSE I (LPN) HEALTH PROGRAMS FACILITATOR EMERGENCY PREP COORD	117	\$25.44	\$30.08	\$33.87	\$52,915	\$62,566	\$70,450
LEGAL ASSISTANT IT USER SUPPORT TECHNICIAN	SKILLED FACILITY MAINT TECHNICIAN	PERMIT TECHNICIAN - SR PLANNING TECHNICIAN	HEALTH PATIENT ACCOUNTS TECH W&C CARE COORDINATOR LEGAL ASSISTANT - CC MEDICAL ASSISTANT - CERTIFIED **	116	\$24.38	\$28.83	\$32.47	\$50,710	\$59,966	\$67,538
ASSESSMENT TECHNICIAN - SR VICTIMS ADVOCATE - SENIOR ADMINISTRATIVE ASSISTANT RECORDING SPECIALIST - SENIOR	EQUIPMENT OPERATOR ***	ADMINISTRATIVE ASSISTANT		115	\$23.37	\$27.63	\$31.12	\$48,610	\$57,470	\$64,730
CUSTOMER ACCOUNTING TECH PAYROLL TECHNICIAN	VEHICLE SERVICING MECHANIC *** FACILITIES MAINTENANCE TECHNICIAN	FACILITIES & EVENTS COORDINATOR EXTENSION PROFRAMS COORD	COMMUNITY SERVICE OFFICER MEDICAL ASSISTANT - JAIL ** ADMIN SPECIALIST - CIVIL ** ADMIN SPECIALIST - JAIL ** ADMIN SPECIALIST - WARRANTS ** ADMIN SPECIALIST - RECORDS SO **	114	\$22.43	\$26.51	\$29.85	\$46,654	\$55,141	\$62,088
VICTIIMS ADVOCATE ASSESSMENT TECHNICIAN II ADMINISTRATIVE CLERK - SENIOR	LANDFILL ATTENDANT	PERMIT TECHNICIAN SENIOR MAINTENANCE CUSTODIAN LIBRARY MEDIA TECHNICIAN - SENIOR ADMINISTRATIVE CLERK - SENIOR	WIC CERTIFYING SPECIALIST ADMINISTRATIVE CLERK - SR	113	\$21.51	\$25.44	\$28.65	\$44,741	\$52,915	\$59,592
RECORDING SPECIALIST				112	\$20.65	\$24.43	\$27.51	\$42,952	\$50,814	\$57,221
ASSESSMENT TECHNICIAN I ACCOUNTING ASSISTANT	FLAGGER	PERMIT ASSISTANT LIBRARY MEDIA TECHNICIAN COLLECTIONS ASSISTANT	ADMINISTRATIVE CLERK - SO	111	\$19.85	\$23.47	\$26.43	\$41,288	\$48,818	\$54,974
ADMINISTRATIVE CLERK	TRANSPORT DRIVER ADMINISTRATIVE CLERK MAINTENANCE CUSTODIAN			110	\$19.08	\$22.57	\$25.41	\$39,686	\$46,946	\$52,853
				109	\$18.35	\$21.70	\$24.44	\$38,168	\$45,136	\$50,835
		GROUPS & FACILITIES CUSTODIAN		108	\$17.66	\$20.89	\$23.53	\$36,733	\$43,451	\$48,942
OFFICE ASSISTANT	OFFICE ASSISTANT	OFFICE ASSISTANT		107	\$17.00	\$20.11	\$22.64	\$35,360	\$41,829	\$47,091
			* Elected ** Sheriff *** Roads	106	\$16.39	\$19.38	\$21.82	\$34,091	\$40,310	\$45,386
				105	\$15.80	\$18.68	\$21.04	\$32,864	\$38,854	\$43,763
	LIBRARY MEDIA ASSISTANT	MUSEUM HOST		104	\$15.24	\$18.02	\$20.29	\$31,699	\$37,482	\$42,203

# Appendix E

## Job Description Worksheet



Crook County, Oregon

# JB

Your name:	Your Job Title:	Years on this job:	Today's date:

The name of your department:	Your supervisor's name and job title:	Your telephone or email contact:

**I. POSITION SUMMARY**

Please summarize the overall purpose of your position in one or two sentences. As a guide, you may want to highlight the single most important objective(s) for the job, or think of how you would explain your job to someone outside the work team.

**II. QUALIFICATIONS**

In this section, please summarize the important education, experience (length and type), special training, and special abilities you believe should be required for a new person to be able to perform this job in a satisfactory manner. In other words, if you were hiring someone for this job, what background would you look for?

1. Formal education required for the job:	2. Length of experience, all types:
3. Types of job experience and/or specialized training:	4. Special knowledge of specific work processes, subjects, equipment:

**III. ESSENTIAL RESPONSIBILITIES**

What are the major responsibilities of your position, how are they performed, what results are expected, who is your customer, what technical, logistic, or interpersonal challenges are involved with completing the duty/responsibility, and what other teams must you work with? In order of importance, please list brief statements describing the major duties you perform and are held accountable, then indicate examples of the tasks and steps use to accomplish them, finally describe the end result and primary customer who receives or is impacted by your work. As a general rule, a duty should only be listed if takes more than 5% of your time. **BE SURE TO LIST THE 3 MOST CRITICAL RESPONSIBILITIES FIRST.**

1a. Major responsibility or duty.	1b. Steps, tasks, activities or processes used.	1c. Results and customer.

1d. Technical or logistic challenges to complete this duty.	1e. other work teams involved.

2a. Major responsibility or duty.	2b. Steps, tasks, activities or processes used.	2c. Results and customer.

2d. Technical or logistic challenges to complete this duty.	2e. other work teams involved.

3a. Major responsibility or duty.	3b. Steps, tasks, activities or processes used.	3c. Results and customer.

3d. Technical or logistic challenges to complete this duty.	3e. other work teams involved.

4a. Major responsibility or duty.	4b. Steps, tasks, activities or processes used.	4c. Results and customer.

4d. Technical or logistic challenges to complete this duty.	4e. other work teams involved.

5a. Major responsibility or duty.	5b. Steps, tasks, activities or processes used.	5c. Results and customer.

5d. Technical or logistic challenges to complete this duty.	5e. other work teams involved.

6a. Major responsibility or duty.	6b. Steps, tasks, activities or processes used.	6c. Results and customer.

6d. Technical or logistic challenges to complete this duty.	6e. other work teams involved.

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#### IV. ENVIRONMENTAL FACTORS

This section identifies physical requirements and environmental considerations. Please check the items listed below with % or a ✓.

1. Regularity of work hours:		Bending-stooping-kneeling-crawling		Guiding power tools	
Regular, per work schedule		Pushing, pulling, guiding materials		Operate equipment controls, levers	
Over 45 hours		Lifting, > 25 pounds, list % of time		5. General health considerations:	
2. Work on a computer screen:		4. Hand-eye-arm coordination:		Ventilation, airborne fumes	
More than 50% of the time		Keyboarding, speed required		Noise/temperature extremes	
3. Physical movements and effort:		Assemble, connect small objects		Sharp objects	
Mostly sitting, some walking & standing		Reaching, retrieving work materials		Infection or communicable disease	

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Supervisors, feel free to add information that will enhance understanding of this position. Completed forms should be forwarded on to the Personnel Services department.

Memo

From: Andy Parks, Contract County Administrator

To: Seth Crawford, Commissioner  
Brian Barney, Commissioner  
Susan Hermreck, Commissioner

Date: May 7, 2024

RE: Compensation Study Update

After the presentation of the compensation study findings and recommendations the commissioners made inquiries, held discussion and asked for the following prior to taking action on the study recommendations:

- Report on the department directors' positions and readiness to proceed
- Request to revisit various positions.
  - Victim's Advocate
  - Operations Manager, Community Development
  - Jail Nurse
  - Mental Health Coordinator
  - Front Office Staff – Sheriff's Office

Additionally, Commissioners Hermreck and Crawford indicated there may be concerns regarding staff capacity to implement the study on the proposed timeline, i.e., an effective date of May 1, 2024.

Below is a summary of the follow up with departments, from comments at the May 1, 2024 Board meeting, email, text, and or phone and or personal face-to-face communications during the past week. In summary, all items mentioned above and or in communications have been addressed with the final update to the study or may be addressed through implementation. Specifically, an additional career position, i.e., Victim's Advocate – Senior was added to the schedule, the Victims Services Supervisor was revisited and scored to a 122, a Registered Nurse (SO Jail Nurse) position was added to the schedule at 124. The other positions noted above, and a few others that had been mentioned in communications from department directors were reviewed by the consultant with no recommended changes to previous scoring at this time. I discussed all requests with the consultant. He indicated he double checked his work as well as cross referencing to other counties for reasonableness of alignment and salary ranges. The consultant mentioned, and is described in the study, that the JOBMEAS™ facilitates periodic review of positions for potential rescoring. Periodic reviews may occur as position requirements, such as education, experience, knowledge and abilities change, incumbents retire or move up, etc.

Below is a summary, by department, of comments since May 1, 2024:

Department	Notes	Approve and implement (good to go)
Assessor	No changes	Yes
CDD	Request to regrade OM; QC on steps;	Yes
Clerk	No changes	Yes
DA	Edits to DDAll - done; request to regrade - done	Yes
Extension	No changes	Yes
Facilities	No changes	Yes
Fairgrounds	No changes	Yes
Finance	Add Accounting Mgr, done, implementation plan - done	Yes
Health	Changes made	Yes
HR	No changes	
IT	No changes	Yes
Juvenile	Discussion regarding SR Counselor vs Counselor	Yes
Landfill	Updates made, can process PAs with system	Yes
Legal	No changes	Yes
Library	No changes, can process PAs with system	Yes
Museum	Reconcile position between schedules done	Yes
Road	No changes	Yes
SO	9-step plan, 18% benchmark, request to regrade - done	Yes
Weed	Position title changed	Yes

With respect to implementation, a team of finance and human resources staff and I discussed the implementation steps. The team drafted the attached plan. The concerns expressed during our discussion ranged from a lack of a communications plan or employee outreach during the 2018 implementation and not wanting to repeat that, the potential for considerable manual work due to the limited functionality of the payroll and HR software, and limited capacity of the HR staff. Additionally, we discussed the implications of deferring implementation of the recommendations. The above concerns remained, and additional complications result such as changes to employees, increased number of pay adjustments, failure to complete the project, and most importantly, potential loss of trust by County employees.

The attached implementation plan includes a communication plan that involves a memo to each employee (draft attached), review of the individual memos with department heads and release of the memo to each employee in person to address questions. The enhanced computer skills of finance staff facilitate automated individual memo writing and completion of personnel action forms (PAs) that will reduce time requirements considerably, thereby providing sufficient time to complete quality control reviews. Lastly, we will utilize staff in admin and legal to help complete needed data entry. Most importantly, the team is committed to completing the work timely.

	Task	Assigned	Staff	Due Date
1	Ensure all PAs for reviews up to 5/1 have been completed & entered into Naviline	HR	Alex	5/15
2	Review schedule and ensure all current employees are included and starting grade/step is correct	Finance/HR	Lisa Alex	5/15
3	Generate PAs and individual letter for new grade/step for each individual employee via mail merge into Adobe and Word	Finance/HR	Christina Haron – generate Andy - letter	5/15
4	Review PAs and letters for all employees	HR	Alex	5/15-16
5	Meet with Department Heads to discuss PAs on an individual basis & provide each individual employee with their letter	Finance/HR	Christina Haron Jaime Kathy	5/15-20
6	Start entering new Salary Schedule in Naviline	Kathy	Kathy	5/16
7	Review Salary Schedule entered	HR or Finance except Kathy	Lisa Alex	5/18-20
8	Enter PAs into Naviline with new grade/step	HR	Alex Breyanna	5/22-23
9	Review payroll changes	Finance	Lisa Kathy Jaime	5/23-24
10	Enter any changes that have arisen since beginning of process	HR/Finance	Kathy Alex	5/24
	All changes must be submitted, entered & reviewed no later than end of day 5/24/2024			

Draft communication to employees  
Implementation of Compensation Study  
May 2024

Dear “Employee first name”

We want to thank you for your patience, participation, service and loyalty to the county organization as we go through the process to update and implement the changes to the County’s compensation plan.

The compensation study provides a defensible methodology and equity and fairness in compensation to all County employees as well as competitive salary ranges for the wide and varied positions the County employs. The updated salary ranges are approximately ten to twelve percent (10%-12%) greater than the current salary ranges. With the significant increase the County is unable to provide all employees an across-the-board increase, i.e., retain everyone at their present step.

So that the County can financially afford and sustain the updated compensation plan it is necessary to phase in the pay adjustments. The first step in the process is to move employees from their current grade/step/pay rate to the new grade (generally the same) and the step/pay rate that is closest to and above the existing pay rate. This will result in a greater pay rate, a step that is generally two-four steps less than is presently the case, with more steps and a significantly greater top end of the pay range for advancement. The second step that some employees will realize is an “equity” adjustment. Equity adjustments occur when an employee has considerable experience and after the adjustment in step one is at too low a step relative to others with similar experience in the same grade. Those that receive an “equity” adjustment will move up an additional step. Some individuals will receive an additional “equity” adjustment in 2025, if they are still relatively low on their step relative to others with similar experience in the same grade.

Lastly, all ranges and pay rates will be adjusted with a cost-of-living adjustment (COLA) July 1, 2024. Presently, we estimate the COLA to be three and two-tenths percent (3.2%).

You will see your present grade xxx and step xx and pay rate of \$xx.xx, change to grade xxx, step xx, pay rate \$xx.xx effective May 1, 2024. Your adjustment includes an equity adjustment of \$x.xx. Your anniversary date will be retained for future step increases.

Thank you again for your continued service to the citizens of and visitors to Crook County.

APPENDIX D

CROOK COUNTY

Admin/Business/Legal/Cross-dept.	Transportation & Trades	Planning/Library/Museum/Fair	Public Safety and Health	Grade	HRLY			ANNUAL		
					Min	Mid=7	Max	Min	Mid=7	Max
COUNTY MANAGER				137	\$72.73	\$83.50	\$94.03	\$151,278	\$173,680	\$195,582
				135	\$65.47	\$75.15	\$84.62	\$136,178	\$156,312	\$176,010
COUNTY COUNSEL CHIEF FINANCIAL OFFICER DISTRICT ATTORNEY *			SHERIFF	134	\$62.10	\$71.30	\$80.29	\$129,168	\$148,304	\$167,003
DIRECTOR, FINANCE CHIEF DEPUTY DISTRICT ATTY CHIEF INFORMATION OFFICER		DIRECTOR, COMMUNITY DEVEL.		133	\$58.91	\$67.64	\$76.17	\$122,533	\$140,691	\$158,434
			DIRECTOR, HEALTH HUMAN SERVICES	132	\$54.26	\$64.18	\$72.27	\$112,861	\$133,494	\$150,322
PRINCIPAL ATTORNEY DEPUTY DISTRICT ATTORNEY III DIRECTOR, HUMAN RESOURCES	DIRECTOR, PUBLIC WORKS		UNDERSHERIFF	131	\$51.50	\$60.90	\$68.57	\$107,120	\$126,672	\$142,626
DEPUTY DISTRICT ATTORNEY II SR ATTORNEY & ASSISTANT LEGAL COUNSEL			NURSE PRACTITIONER (ARNP)	130	\$48.86	\$57.79	\$65.07	\$101,629	\$120,203	\$135,346
ASSESSOR *	FACILITIES & CAPITAL PROJECTS DIRECTOR ROAD SUPERINTENDENT		DIRECTOR, JUVENILE SERVICES SHERIFF LIEUTENANT - CC, ADMIN SHERIFF LIEUTENANT - PATROL, JAIL	129	\$46.38	\$54.84	\$61.76	\$96,470	\$114,067	\$128,461
DEPUTY DISTRICT ATTORNEY I ASSOCIATE COUNTY COUNSEL		DIR., LIBRARIES & LEARNING RESOURCES BUILDING SERVICES MANAGER DIRECTOR, FAIRGROUNDS & EVENTS		128	\$44.01	\$52.04	\$58.60	\$91,541	\$108,243	\$121,888
ACCOUNTING MANAGER COUNTY CLERK * BUDGET MANAGER EE RESOURCES BUS. PARTNER - SR		DIRECTOR, MUSEUMS & EXHIBITS PRINCIPAL PLANNER	ASSIST. DIRECTOR, HEALTH HUMAN SVCS	127	\$41.78	\$49.40	\$55.64	\$86,902	\$102,752	\$115,731
CHIEF DEPUTY ASSESSOR IT APPLICATIONS/GIS MANAGER ATTORNEY - GRADUATE PRINCIPAL ACCOUNTANT			SHERIFF SERGEANT SENIOR	126	\$39.65	\$46.89	\$52.80	\$82,472	\$97,531	\$109,824
PAYROLL/BENEFITS MANAGER	LANDFILL OPERATIONS MANAGER	PLANS EXAMINER SENIOR PLANNER BUILDING OFFICIAL	SHERIFF SERGEANT	125	\$37.65	\$44.52	\$50.13	\$78,312	\$92,602	\$104,270
EE RESOURCES BUSINESS PARTNER SR BUDGET ANALYST REVENUE ANALYST/TAX COLLECTOR ASSOCIATE CHIEF DEPUTY ASSESSOR EXEC SVCS & COMMUNICATIONS OFFICER	ROADS OPNS SUPERVISOR ROADS SHOP SUPERVISOR WEED CONTROL SUPERVISOR	NATURAL RESOURCES PROGRAM MGR	PUBLIC HEALTH NURSE SR (BSN) EMERGENCY SERVICES MANAGER HEALTH PGMS & INITIATIVES MANAGER ENVIRONMENTAL HEALTH SPEC - SR REGISTERED NURSE (SO)	124	\$35.74	\$42.26	\$47.58	\$74,339	\$87,901	\$98,966
IT APPLICATIONS ANALYST IT BUSINESS PROCESS ANALYST OFFICE OPERATIONS MANAGER - DA ACCOUNTING ANALYST GIS SENIOR ANALYST SENIOR ACCOUNTANT		BUILDING INSPECTOR SR WATERSHED COUNCIL COORDINATOR SERVICE CENTER SUPERVISOR OFFICE OPERATIONS MANAGER ENVIRONMENTAL QUALITY SPEC-SANITARIAN	SERVICE CENTER SUPERVISOR HEALTH CLINIC SUPERVISOR MENTAL HEALTH CLINICIAN HEALTH ACCOUNTING ANALYST JUVENILE COUNSELOR - SENIOR	123	\$33.94	\$40.13	\$45.19	\$70,595	\$83,470	\$93,995
APPRAISER - SENIOR IT SYSTEMS ADMINISTRATOR EE RESOURCES BUSINESS PARTNER VICTIMS SERVICES SUPERVISOR		PLANNER EXTENSION SERVICES SUPERVISOR ASSISTANT DIR., LIBRARY & LEARNING RES.	PUBLIC HEALTH NURSE (RN) ENVIRONMENTAL SPECIALIST HEALTH ACCOUNTING ANALYST	122	\$31.71	\$37.49	\$42.21	\$65,957	\$77,979	\$87,797
PARALEGAL SPECIALIST STAFF ACCOUNTANT OFFICE SERVICES SUPERVISOR	HEAVY EQUIP LEAD OPER/MECHANIC - LF VEHICLE TECHNICAL MECH - SR/LEAD	CODE COMPLIANCE OFFICER BUILDING INSPECTOR II	SHERIFF DEPUTY - PATROL, JAIL ** SHERIFF DETECTIVE **	121	\$30.32	\$35.85	\$40.38	\$63,066	\$74,568	\$83,990

APPENDIX D

CROOK COUNTY

Admin/Business/Legal/Cross-dept.	Transportation & Trades	Planning/Library/Museum/Fair	Public Safety and Health	Grade	Min	Mid=7	Max	ANNUAL	Min	Mid=7	Max
HR EMPLOYEE RESOURCES SPEC ACCOUNTING TECHNICAL LEADER VETERANS SERVICES OFFICER SENIOR APPRAISER II		LIBRARY OPERATIONS SUPERVISOR ASSOCIATE PLANNER	JUVENILE COUNSELOR HEALTH PROGRAMS FACILITATOR - SR EPIDEMIOLOGY SPECIALIST MENTAL HEALTH COUNSELOR	120	\$28.99	\$34.29	\$38.61	\$60,299	\$71,323	\$80,309	
GIS ANALYST OFFICE SERVICES TEAM LEADER CHIEF DEPUTY CLERK	VEHICLE TECHNICAL MECHANIC *** OFFICE SERVICES TEAM LEADER - ROADS	BUILDING INSPECTOR I CODE COMPLIANCE OFFICER	HEALTH BUSINESS OFFICE SUPERV HEALTH PROGRAMS FACILITATOR - SR OFFICE SERVICES TEAM LEADER - SO	119	\$27.75	\$32.81	\$36.95	\$57,720	\$68,245	\$76,856	
LEGAL ASSISTANT - SENIOR IT USER SUPPORT TECH - SENIOR APPRAISER I ADMINISTRATIVE ASSISTANT SENIOR SUPPORT ENFORCEMENT OFCR	HEAVY EQUIP OPERATOR SR/SKILLED *** HEAVY EQUIPMENT OPERATOR - LF	PERMIT DATA SERVICES COORD  PLANNING TECHNICIAN - SENIOR	MENTAL HEALTH TECHNICIAN PREVENTION SPECIALIST BAILIFF/COURT SECURITY **	118	\$26.55	\$31.41	\$35.39	\$55,224	\$65,333	\$73,611	
VETERANS SERVICES OFFICER ACCOUNTING TECHNICIAN - SR	VEHICLE MECHANIC ***	PERMIT DATA SERVICES COORD COLLECTIONS SPECIALIST - MUSEUM LIBRARY PROGRAMS SPECIALIST	PUBLIC HEALTH NURSE I (LPN) HEALTH PROGRAMS FACILITATOR EMERGENCY PREP COORD	117	\$25.44	\$30.08	\$33.87	\$52,915	\$62,566	\$70,450	
LEGAL ASSISTANT IT USER SUPPORT TECHNICIAN	SKILLED FACILITY MAINT TECHNICIAN	PERMIT TECHNICIAN - SR PLANNING TECHNICIAN	HEALTH PATIENT ACCOUNTS TECH W&C CARE COORDINATOR LEGAL ASSISTANT - CC MEDICAL ASSISTANT - CERTIFIED **	116	\$24.38	\$28.83	\$32.47	\$50,710	\$59,966	\$67,538	
ASSESSMENT TECHNICIAN - SR VICTIMS ADVOCATE - SENIOR ADMINISTRATIVE ASSISTANT RECORDING SPECIALIST - SENIOR	EQUIPMENT OPERATOR ***	ADMINISTRATIVE ASSISTANT		115	\$23.37	\$27.63	\$31.12	\$48,610	\$57,470	\$64,730	
CUSTOMER ACCOUNTING TECH PAYROLL TECHNICIAN	VEHICLE SERVICING MECHANIC *** FACILITIES MAINTENANCE TECHNICIAN	FACILITIES & EVENTS COORDINATOR EXTENSION PROFRAMS COORD	COMMUNITY SERVICE OFFICER MEDICAL ASSISTANT - JAIL ** ADMIN SPECIALIST - CIVIL ** ADMIN SPECIALIST - JAIL ** ADMIN SPECIALIST - WARRANTS ** ADMIN SPECIALIST - RECORDS SO **	114	\$22.43	\$26.51	\$29.85	\$46,654	\$55,141	\$62,088	
VICTIIMS ADVOCATE ASSESSMENT TECHNICIAN II ADMINISTRATIVE CLERK - SENIOR	LANDFILL ATTENDANT	PERMIT TECHNICIAN SENIOR MAINTENANCE CUSTODIAN LIBRARY MEDIA TECHNICIAN - SENIOR ADMINISTRATIVE CLERK - SENIOR	WIC CERTIFYING SPECIALIST ADMINISTRATIVE CLERK - SR	113	\$21.51	\$25.44	\$28.65	\$44,741	\$52,915	\$59,592	
RECORDING SPECIALIST				112	\$20.65	\$24.43	\$27.51	\$42,952	\$50,814	\$57,221	
ASSESSMENT TECHNICIAN I ACCOUNTING ASSISTANT	FLAGGER	PERMIT ASSISTANT LIBRARY MEDIA TECHNICIAN COLLECTIONS ASSISTANT	ADMINISTRATIVE CLERK - SO	111	\$19.85	\$23.47	\$26.43	\$41,288	\$48,818	\$54,974	
ADMINISTRATIVE CLERK	TRANSPORT DRIVER ADMINISTRATIVE CLERK MAINTENANCE CUSTODIAN			110	\$19.08	\$22.57	\$25.41	\$39,686	\$46,946	\$52,853	
				109	\$18.35	\$21.70	\$24.44	\$38,168	\$45,136	\$50,835	
		GROUPS & FACILITIES CUSTODIAN		108	\$17.66	\$20.89	\$23.53	\$36,733	\$43,451	\$48,942	
OFFICE ASSISTANT	OFFICE ASSISTANT	OFFICE ASSISTANT		107	\$17.00	\$20.11	\$22.64	\$35,360	\$41,829	\$47,091	
			* Elected ** Sheriff *** Roads	106	\$16.39	\$19.38	\$21.82	\$34,091	\$40,310	\$45,386	
				105	\$15.80	\$18.68	\$21.04	\$32,864	\$38,854	\$43,763	
	LIBRARY MEDIA ASSISTANT	MUSEUM HOST		104	\$15.24	\$18.02	\$20.29	\$31,699	\$37,482	\$42,203	

## AGENDA ITEM REQUEST



**Date:**

*April 24, 2024*

**Meeting date desired:**

*May 1, 2024*

**Subject:**

*Review of Ordinance 343, proposed changes to Crook County's procurement rules, and declaring an emergency.*

**Background and policy implications:**

*The County's procurement and public contracting rules are codified in Chapter 3.12 of the Crook County Code, available online at:*

*<https://www.codepublishing.com/OR/CrookCounty/#!/CrookCounty03/CrookCounty0312.html#3.12>.*

*The text of that chapter has remained mostly static for many years. Since the last major update, there have been a number of changes, both at the State level, and locally, regarding how the County may undertake to acquire goods and services. It is hoped that by updating the County's procurement rules, departments will be able to more efficiently operate while still preserving the public's ability to scrutinize the use of taxpayer funds.*

*These changes were the result of a collaborative process open to all County department heads, where one document could be modified by everyone, and each department head could review and examine the proposed revisions presented by the others.*

*The proposed changes fall into five broad categories:*

- 1. Update to diction, syntax, and clarity: A number of provisions of the existing code are awkward and could benefit from clarification. As an example, CCC 3.12.110(1) currently states that personal services contracts are not "public contracts" under the law. However, ORS 279A.010(z) makes clear that they are public contracts. Ordinance 343 aims to correct these types of statements in the County's code.*

2. *Increasing the level of contract procurement thresholds: Oregon law recognizes three principal means by which goods and services may be acquired. A public entity may directly award a contract; seek three or more informal price quotes; or publish a formal solicitation asking for bids or proposals. Only if a contract falls below a specified limit may such a process be used. For years, the threshold for direct awards was \$10,000 or less; for seeking informal price quotes, the threshold was \$150,000 or less; and anything above \$150,000 would normally require a formal request for proposals. Oregon law recently increased those thresholds to \$25,000; \$250,000; and over \$250,000. Ordinance 343 would mirror those increases for County procurements.*
3. *Updating the personal property disposal threshold: Under current County law, the County can dispose of any personal property with an estimated value of \$500 or less in whatever means are found to be convenient. Over that value, the County disposes of such property through public auction. Ordinance 343 would increase the threshold from \$500 to \$1,000 of estimated value.<sup>1</sup>*
4. *Updating the manner in which individual officials are authorized to execute grants and contracts on behalf of the County. It is hoped that such updates will increase efficiency while still promoting frugality.*

*Note that a new subsection 3.12.045(2) was added after the discussion at the April 24, 2024 commissioners' meeting. This section states that before a department head may accept a grant, he or she is required to submit a report to each commissioner and the County Administrator. This report is to include a number of explanations, including the value of any County contribution, any required policies that the County must adopt as a condition of receiving the funds, and any required or prohibited public statement that accompanies the grant funds. If none of the recipients ask that the grant be considered at a commissioners' meeting within seven calendar days of the report, the department head may act in accordance with the grant of authority in Section 3.12.040 (describing who is authorized to sign contracts on behalf of the County). If one of those recipients wants the grant to be discussed at a commissioners meeting, the recipient must inform the department head, and the matter would be put on the agenda for a forthcoming meeting.*

5. *Updating nomenclature, to reflect the recent changes the County has adopted regarding the titles of its governing body and members.*

*Per the discussion on April 24, an emergency clause has been added to the ordinance. This means that, if the ordinance is approved after the second reading, the ordinance would go into*

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<sup>1</sup> Note: there are specific provisions on how current County officials may, and may not, attempt to acquire surplus County property. Such rules are meant to avoid the appearance of impropriety or unethical self-dealing. This ordinance would not alter those rules.

*effect immediately. Without the emergency clause, the ordinance would not go into effect until 91 days after approval.*

*For the May 1 meeting, the board of commissioners would conduct what is called the first reading. This begins by a motion to “read by title only,” a practice which allows the Board to read aloud the title of the ordinance only, rather than being required to read aloud every single page of the ordinance. Assuming there is a second and approval, then the chair would open a public hearing. Members of the public would be invited to share their thoughts on the ordinance. At the close of the public hearing, the Board would decide whether they would like to schedule a second reading at some future Board meeting. The process would repeat. Only after the second reading would the Board decide whether to vote to approve the ordinance.*

**Budget/fiscal impacts:**

*The County uses the firm Code Publishing to promulgate its online County Code. Code Publishing charges the County based on the number of pages to the existing code that are modified. Ordinance 343 alters roughly 26 pages. The last time the County updated its code, it was charged \$23.50 per page. The funds to pay for this update are adequately covered by existing department line items.*

**Requested by:**

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

**Presenters:**

*Eric Blaine, County Counsel*

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

*The Legal Department has collaborated with all departments on the proposed revisions.*

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

*N/A*

IN THE BOARD OF COMMISSIONERS OF THE STATE OF OREGON  
FOR THE COUNTY OF CROOK

AN ORDINANCE AMENDING )  
CHAPTER 3.12 OF THE CROOK )  
COUNTY CODE, REGARDING ) ORDINANCE 343  
PURCHASING AND PROCURE- )  
MENT RULES, AND DECLARING )  
AN EMERGENCY )

WHEREAS, Chapter 3.12 of the Crook County Code describes how County officials, departments, and personnel may procure goods, services, and public improvements on behalf of the County; and

WHEREAS, since last amended, State law has been revised such that certain provisions of the County Code are no longer useful, relevant, or prudent; and

WHEREAS, in order to better serve the general public, and in furtherance of the County's public service functions, Chapter 3.12 should be amended to bring it into alignment with applicable law and current practices.

NOW, THEREFORE, the Crook County Board of Commissioners ordains as follows:

Section One: Crook County Code Chapter 3.12 is amended to read as depicted on the attached Exhibit A, with additions underlined and deletions ~~struck-through~~.

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

Section Three: *Emergency*. This Ordinance being necessary for the health, safety, and welfare of the people of Crook County, an emergency is declared to exist, and this Ordinance becomes effective immediately upon approval after the second reading.

First Reading: \_\_\_\_\_, 2024.

Second Reading: \_\_\_\_\_, 2024.

DATED this \_\_\_\_\_ day of \_\_\_\_\_, 2024.

CROOK COUNTY BOARD OF COMMISSIONERS

\_\_\_\_\_  
Commissioner Seth Crawford

\_\_\_\_\_  
Commissioner Susan Hermreck

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

<u>Vote:</u>	Aye	Nay	Abstain	Excused
Seth Crawford	___	___	___	___
Susan Hermreck	___	___	___	___
Brian Barney	___	___	___	___

Article I. Generally

**3.12.010 Title.**

This chapter shall be known as the Crook County purchasing rules and procedures. (Ord. 160 § 1, 2005)

**3.12.020 Scope.**

(1) Statutory Authority. These rules are adopted in accordance with ORS 279A.050, 279A.065, 279A.070, 279C.345 and this chapter to establish the rules of public contracting procedure that Crook County will use for its public contracts.

(2) Model Rules Not Applicable. The model rules adopted by the Oregon Attorney General pursuant to ORS 279A.065 shall not apply to Crook County unless specifically referenced herein. Notwithstanding the foregoing, if the terms of a particular project and applicable law require that portions of the model rules must be followed, these rules will be deemed to include those required rule provisions. In the event that there is a conflict between these rules, and portions of the model rules which are required to be included in a given instance, the provisions which afford a greater degree of public involvement or public scrutiny will apply.

(3) Federal Requirements. Crook County may be subject to certain contracting requirements when a particular contract is supported with federal funds. Those requirements are not reiterated in these rules. Conflicts between these rules and a federal requirement imposed by a federal statute rule or grant agreement shall be resolved in favor of the federal government.

(4) Procurement Guidelines. The Crook County ~~court~~ board of commissioners in its capacity as local contracting board may establish and modify from time to time written ~~or unwritten~~ procurement guidelines consistent with these rules.

(5) Effective Date and Effect. These rules take effect upon adoption and supersede any conflicting procedures or practices now in effect.

(6) The Crook County ~~court~~ board of commissioners shall serve as the local contract review board for the county.

(7) Competitive Bidding. All contracts shall be awarded by competitive process except as otherwise allowed or required by state statute, these rules or as authorized by the county ~~court~~ board of commissioners. (Ord. 160 § 1, 2005)

### 3.12.030 Prohibition.

(1) Only those persons authorized to do so, pursuant to these rules, may enter into a binding agreement or contract, including a purchase order, for the purchase or sale of goods or services on the part of the county.

(2) All persons doing business with the county shall be responsible for being familiar with these rules and for ensuring that the person purporting to act for the county has been duly authorized. (Ord. 160 § 1, 2005)

### 3.12.040 Contract authority.

(1) Upon approval by the county ~~court board of commissioners~~ of a specified contract, the contract may be executed on behalf of the county by ~~the county judge, or other any~~ designee of the ~~court board of commissioners~~.

(2) A department head or elected official of Crook County may enter into contracts on behalf of the county when the value of the subject contract is up to ~~\$10,000~~25,000.00. ~~Only the county court or a duly authorized member thereof may enter into a contract on behalf of the county when the value of the subject contract is greater than \$10,000.~~

(3) ~~Subject to the exceptions described in subsection (4) below, All~~ contracts with a value of more than \$10,000 up to ~~\$100,000~~20,000, ~~which are consistent with the County's then-current budget,~~ shall be signed or countersigned by ~~at least one member of the county court~~the County Administrator, ~~any member of the County Court or other person designated by the county court board of commissioners.~~ A contract with a value of more than \$20,000 shall require the approval of the entire county court.

~~(4) A contract with a value of more than \$100,000 requires the approval of the county court board of commissioners. A contract that is not consistent with the budget with a value of more than \$10,000 requires the approval of the county court board of commissioners.~~ A county ~~court commissioner member~~ may indicate his or her assent by initial rather than signature.

~~(4) The heads or elected officials of the following departments may execute contracts on behalf of the County when the value of the subject contract is \$50,000 and the contract is consistent with the then current budget: -~~The Crook County Sheriff's Office; the Crook County Road Department; the Crook County Fairgrounds; the Crook County Landfill; Health & Human Services.

(5) Notwithstanding any other provision of this section, the following expenditures may be approved by the single signature of ~~the county judge or other~~ duly authorized representative of the county ~~court~~board of commissioners:

(a) Expenditures which are routine and ongoing (i.e., utility payments).

(b) Expenditures discussed and approved by motion of the county ~~court~~board of commissioners.

(c) Expenditures identified during and agreed to and approved as part of the county budget process, including expenditures called out as specific line items.

(6) The value of a contract for purposes of determining compliance with subsections (2), ~~(3)~~, and ~~(34)~~ of this section is the total dollar amount over the anticipated life of the contract regardless of incremental or monthly payments. If, during the performance of a contract, the anticipated amount of the contract increases to an amount that would have initially required additional authorization, such authorization must be obtained prior to further performance. (Ord. 311 § 1, 2019; Ord. 264 § 1, 2013; Ord. 184, 2006; Ord. 180 §§ 1, 2, 2006; Ord. 160 § 1, 2005)

### **3.12.045 Grant application and acceptance.**

~~(1)-(1)~~ Department heads and elected officials of the county are encouraged to apply for grants that further the goals and objectives of the county. For the purpose of approval, and subject to the terms of this Section, grants are considered contracts subject to the same authority requirements described in Section 3.12.040.

(2) Prior to accepting any grant funds, the department head which would receive the funds will submit a written report to all commissioners and the County Administrator, describing: the amount of funds; the value of any County contribution; the purposes for which the funds would be used; a clear description of any policy, practice, or rule which the County is required to adopt as a condition of receiving the funds; and any required or prohibited public statements which are a condition of receiving the funds.

Each commissioner and the County Administrator has seven (7) calendar days to review the report. If one of these recipients wish to have the grant discussed at a Board of Commissioners' meeting, that recipient must apprise the department head within the seven (7) day timeframe, and is thereafter responsible for placing the item on the agenda for a forthcoming meeting.

If the department head does not receive such a notification, the department head is authorized to accept the grant in accordance with the requirements of Section 3.12.040.

~~(3) When the expected grant, if awarded, would require the County to contribute funds, the department applying for the grant will notify the County Administrator if the contribution would exceed the department's authority described in Section 3.12.040. Department heads and elected officials shall notify the Board of Commissioners court prior to submitting an application for a grant. Department heads and elected officials shall seek the advance approval of the Board of Commissioners court or a member thereof before applying for any grant which requires the commitment of county funds as match or which commits the county to an ongoing expense either during the term of a grant or after the expiration thereof. The term "funds" as used in this section encompasses materials and services provided by the county from nongrant funds.~~

~~(4)(3) When required to by the terms of the grant, as it may be accepted by the County, or when required by applicable law, the County will also comply with the requirements of 2 CFR Part 200, 7 CFR Part 225, or other requirement governing how grant funds must be used in the procurement of goods or services, or the construction or repair of public improvements. These requirements may include, but not be limited to: the creation, updating, and retention of specified documents; the selection of qualified, responsible vendors or contractors; the application of affirmative steps to solicit bids or proposals from minority-owned businesses, women-owned businesses, small businesses, and other types of business entities; maintaining standards of ethical behavior for public officials; and affirmatively reviewing firms submitting bids or proposals to verify that they have not been disbarred or suspended by the Federal government.~~

~~(2) Only the county court may accept a grant on behalf of the county and only a member of the court may execute grant award acceptance documents. (Ord. 160 § 1, 2005)~~

### **3.12.050 Definitions.**

The definitions in ORS 279A.010 apply to these rules. (Ord. 160 § 1, 2005)

### **3.12.060 Procurement methods.**

(1) Small Procurements – ORS 279B.065.

(a) Any procurement of goods or services not exceeding \$~~10,000~~25,000 may be awarded in accordance with small procurement procedures established by rules adopted under ORS 279A.070. Contracts valued at \$~~10,000~~25,000 or less may be awarded in any manner deemed practical or convenient by the county, including direct selection or award.

(b) Procurement may not be artificially divided or fragmented so as to constitute a small procurement under this section.

(2) Intermediate Procurements – ORS 279B.070.

(a) Any procurement of goods or services exceeding \$~~10,000~~25,000 but not exceeding \$~~150,000~~250,000 may be awarded in accordance with intermediate procurement procedures. Where the amount of a purchase of goods or services exceeds \$~~10,000~~25,000 but is not greater than \$~~150,000~~250,000, the county may seek at least three informally solicited competitive price quotes from prospective contractors. The county shall keep a written record of the sources of the quotes or proposals received. If three quotes or proposals are not reasonably available, fewer will suffice, but the county will make a written record of the effort made to obtain the quotes or proposals.

(b) If a contract is awarded under this section, the county shall award the contract to the offeror whose quote or proposal will best serve the interest of the county, taking into account price as well as considerations, including, but not limited to, experience, expertise, product functionality, suitability for a particular purpose and contractor responsibility.

(3) Competitive Process Required.

(a) Unless otherwise exempted or allowed under these rules, all purchases of goods or services exceeding \$~~150,000~~250,000 shall be awarded pursuant to the competitive bidding requirements of these rules.

(b) In order to preserve the integrity of the competitive process, the practice of “bid peddling” is prohibited. “Bid peddling” means the sharing of information about a competitor’s quote during a period when quotes are being received or are anticipated to be received with a competitor who will bid, who is likely to bid or who is solicited to bid on the same project when the sharing of such information will create a competitive advantage. Any employee, officer or agent of the county who violates this subsection shall be liable to a charge of official misconduct.

(c) A contract which is awarded without benefit of competitive bidding shall be null and void unless such contract was exempted or otherwise allowed under these rules.

(4) Sole Source Procurements – ORS 279B.075. If there is only one manufacturer or seller of goods or services of the quality required, the county may award a contract for a particular product, provided it makes written findings that shall include at least one of the following:

- (a) That the efficient utilization of existing goods requires the acquisition of compatible goods or services; or
- (b) That the goods or services required for the exchange of software or data with other public or private agencies are available from only one source; or
- (c) That the goods or services are for use in a pilot or experimental project; or
- (d) Other findings that support that the goods or services are available from only one source.

(5) Multiple Contracts. The county may award multiple public improvement contracts from a single competitive bidding process if the invitation to bid or request for proposals specifies that multiple contracts may be awarded. (Ord. 311 § 2, 2019; Ord. 217 § 1, 2009; Ord. 198 § 1, 2008; Ord. 160 § 1, 2005)

### **3.12.070 Special procurements – ORS 279B.085.**

(1) Upon receipt of a written request describing the proposed contracting procedure, the goods or services to be acquired through special procurement and the circumstances which justify the use of a special procurement, the county ~~court board of commissioners~~ may approve the special procurement as described in the written request or designate an alternative procedure if the ~~court board of commissioners~~ finds that the request will:

- (a) Be unlikely to encourage favoritism in the awarding of public contracts or to substantially diminish competition for public contracts; and
- (b) Be reasonably expected to result in substantial cost savings to the county or the public; or
- (c) Otherwise substantially promote the public interest in a manner that could not be practicably realized by complying with the regular adopted competitive procurement procedures.

(2) Public notice of the special procurement approval process shall be published at least once in a newspaper of general circulation in the area where the contract is to be performed at least seven days prior to the approval of the special procurement.

(3) Once the county ~~court board of commissioners~~ has approved a class special procurement for the purpose of entering into a series of contracts over time or for multiple projects under this section, the county may award contracts to acquire goods or services within the class of goods or services in accordance with the county ~~court's~~

[board of commissioner's](#) approval without making a subsequent request for a special procurement. (Ord. 198 §§ 2, 3, 2008; Ord. 160 § 1, 2005)

### **3.12.080 Prequalification.**

(1) Generally. When the county permits or requires prequalification of bidders or proposers, a prospective bidder or proposer who wishes to prequalify shall submit a prequalification application to the county on a form prescribed under ORS 279B.120(1). Upon receipt of a prequalification application, the county shall investigate the prospective bidder or proposer as necessary to determine whether the prospective bidder or proposer is qualified. The determination shall be made in less than 30 days, if practicable, if the prospective bidder or proposer requests an early decision to allow the prospective bidder or proposer as much time as possible to prepare a bid or proposal for a contract that has been advertised. In making its determination, the county shall consider only the applicable standards of responsibility listed in ORS 279B.110(2). The county shall promptly notify the prospective bidder or proposer whether the prospective bidder or proposer is qualified.

(2) Disqualification. If the county finds that a prospective bidder or proposer is qualified, the notice shall state the type and nature of contracts that the prospective bidder or proposer is qualified to compete for and the period of time for which the prequalification is valid. If the county finds that the prospective bidder or proposer is not qualified as to any contracts covered by the rule, resolution, ordinance or other regulation, the notice shall specify the reasons given under ORS 279B.120 for not prequalifying the prospective bidder or proposer and inform the prospective bidder or proposer of a right to a hearing under ORS 279B.425. To be entitled to a hearing under ORS 279B.425, a prospective bidder or proposer shall, within three business days after receipt of the notice, notify the county that the prospective bidder or proposer demands a hearing. Such hearing shall be conducted before the [county courtboard of commissioners](#) or a hearings officer appointed by the [courtboard](#).

(3) If the county has reasonable cause to believe that there has been a substantial change in the conditions of a prequalified prospective bidder or proposer and that the prospective bidder or proposer is no longer qualified or is less qualified, the county may revoke or may revise and reissue the prequalification after reasonable notice to the prequalified prospective bidder or proposer in accordance with ORS 279B.125(3). (Ord. 160 § 1, 2005)

### **3.12.090 Exemptions.**

The following contracts are exempt from the competitive process:

(1) Contracts made with other public agencies or with the federal government, ORS 279A.025 (2)(a);

(2) Contracts for goods and services negotiated or obtained by other another public agency using a competitive process, provided the price of such goods and services shall not exceed the price negotiated or paid by the public agency which engaged in the competitive process. In the instance of cooperative procurement contracts (interstate or otherwise), including but not limited to contracts made available through the Oregon Cooperative Procurement Program (ORCPP) or similar programs, the County is authorized to directly award a contract without further competitive process regardless of dollar value, unless the terms of that contract require some other award method;

(3) Contracts made with qualified nonprofit agencies providing employment opportunities for individuals with disabilities per ORS 279A.025(4);

(4) Repairs and maintenance services for county heavy equipment, including but not limited to bulldozers, loaders, scrapers, dump trucks, rollers, and excavators, when the costs for such repairs are ~~\$150,000~~250,000 or less. County departments are authorized but not required to directly engage the dealership or brand-approved repair services vendors without a competitive process, as a class special procurement. Notwithstanding the above, approval of any contract or service invoice must be in accordance with CCC 3.12.040 prior to the engagement of any services.

(5) A public improvement contract that does not exceed \$100,000 made under procedures for competitive quotes as hereinafter set forth; and

(6) Grants, when the terms of the grant specifically require the use of a particular product or vendor;

(7) ~~[Reserved.]~~ Any department may forego competitive bidding if the goods or services (including but not limited to software licenses) are available only through one publisher-approved sales vendor. In such circumstances, the department will document that the desired goods or services are available through only one publisher-approved sales vendor.

(8) [Reserved.]

(9) The Crook County road department may rent the services of a paving machine and paving machine operator without benefit of competitive bidding upon a finding by the ~~roadmaster~~ department head of the road department that no local market exists, the competitiveness of which would be enhanced by bidding or informal quoting;

(10) The county may purchase printing services and the purchase of ballots, ballot pages, envelopes and other similar products and services including election material without a competitive process;

(11) ~~Reserved.~~ Contracts with existing vendors or contractors which expire by their own terms may be renewed without a new competitive process.

(12) The county library may purchase books and other materials for the permanent collection without competitive bidding or quoting;

(13) Any department of the county may forego competitive bidding or quoting upon a finding by the county court board of commissioners that the purchase of a specific type or class of materials from a particular vendor or manufacturer is necessary to maintain continuity within an existing system (e.g., computer hardware, uniforms, weapons).

(Ord. 312 § 4, 2020; Ord. 311 § 3, 2019; Ord. 257 § 1, 2012; Ord. 252, 2012; Ord. 217 § 1, 2009; Ord. 198 §§ 4, 5, 2008; Ord. 166, 2005; Ord. 160 § 1, 2005)

### **3.12.100 Emergency procurements – ORS 279B.080.**

(1) The county may execute contracts without a competitive process if an emergency exists and requires prompt execution of a contract to remedy the condition.

(2) The county court board of commissioners shall adopt an order indicating the existence of the emergency as soon as reasonable possible before or after the occurrence of the emergency.

(3) Although no dollar limit applies to emergency contracts, the scope of the contract shall be limited to work or purchases that are necessary and appropriate to address the conditions creating the emergency as described in the order.

(4) Emergency contracts may be modified by change order or amendments to address the conditions described in the original declaration or an amended declaration that further describes additional work or purchases necessary and appropriate for related emergency circumstances.

(5) Pursuant to ORS 279C.380(4) and these rules, the emergency declaration may also state that, in the case of a public improvement, the county waives the requirement of furnishing a performance bond and payment bond for the emergency contract. After making such an emergency declaration, the bonding requirements are excused for the procurement.

(6) At any time an emergency has been declared by the county court board of commissioners under ORS 401.309, purchases and contracts necessary to deal with the emergency shall be exempt from competitive bidding and quoting for the duration of the emergency. As provided for in ORS 401.315, in carrying out the provisions of ORS 401.015 to 401.105, 401.260 to 401.325 and 401.355 to 401.580, the county may enter into contracts and incur obligations necessary without competitive bidding or

quoting to mitigate, prepare for, respond to or recover from emergencies or major disasters.

(7) For an emergency procurement of construction services that are not public improvements, the county shall ensure competition for a contract for the emergency work that is reasonable and appropriate under the emergency circumstances. In conducting the procurement, the county shall set a solicitation time period, reasonable under the circumstances, and may issue written or oral requests for offers and make direct appointments without competition in cases of extreme necessity. (Ord. 198 § 6, 2008; Ord. 160 § 1, 2005)

### **3.12.110 Personal service contracts.**

(1) Statutory Authority. ~~Personal service contracts are not public contracts for purposes of ORS Chapters 279A, 279B, 279C, and these rules~~ Personal service contracts may be executed without competitive process. ORS 279A.055 requires all public agencies to create procedures for the screening and selection of persons to perform personal services.

(2) Scope.

(a) The following are personal services contracts:

(i) Contracts for services performed as an independent contractor in a professional capacity, including, but not limited to, the services of an accountant, attorney, architectural or land use planning consultant, physician or dentist, registered professional engineer, appraiser or surveyor, aerial photographer, timber cruiser, data processing consultant or similar professional;

(ii) Contracts for services as a consultant;

(iii) Contracts for services of a specialized, creative and research oriented, noncommercial nature;

~~(iv) Contracts for a trade-related activity, even though a specific license is required to engage in the activity, when the value of such contract is less than \$2,500. Examples are repair and/or maintenance of all types of equipment or structures.~~

(b) The following are not personal services:

(i) Contracts, even though in a professional capacity, if predominately for a product, e.g., a contract with a landscape architect to design a garden is for

personal services, but a contract to design and supply all the shrubs and trees is predominantly for a tangible project and is not for personal services;

(ii) A service contract to supply labor on an ongoing basis which is of a type that can generally be done by any competent worker, e.g., janitorial, security guard, laundry and landscape maintenance service contracts;

~~(iii) Contracts for a trade-related activity, even though a specific license is required to engage in the activity, when the value of such contract is in excess of \$2,500.~~

(3) Employee Benefit Insurance. The county may purchase employee benefit plans without a competitive process.

(4) Litigation Attorney services. The county may purchase the following types of personal services without a competitive process:

(a) Litigation services. Contracts for legal services approved by county ~~court~~board of commissioners.

(b) Litigation-Legal support and related contracts, including but not limited to approved by county court for the following services:

- (i) Court reporters;
- (ii) Expert witnesses;
- (iii) Arbitrators and mediators;
- (iv) Trial consultants;
- (v) Investigators.

(5) Investment Contracts. The county may, without a competitive process, contract for the purpose of the investment of public funds or the borrowing of funds by the county when such investment or borrowing of funds is contracted pursuant to duly enacted state, federal or local laws or rules, including the rules for personal services contracts.

(6) Medical Services. The county may purchase hospitalization and medical services without a competitive process. Medical services include but are not limited to dental services, vision services, psychiatric, psychological, counseling, alcohol and drug treatment, pharmacy services, purchase of over-the-counter drugs, chiropractic therapy, physical therapy and other services needed to treat a medically diagnosed condition or ordered at the request of a licensed medical practitioner.

(7) Software Maintenance. The county may purchase software maintenance services without a competitive process.

(8) Architectural, Engineering and Surveying Services and Related Services: Before soliciting bids or proposals for these services, the County will examine the then-current state statutes applicable to County procurements, to determine if any provision of these rules conflict with such statutes. If these rules are not in conflict, the County may procure such services according to these rules. If these rules are in conflict, the County may procure such services according to the requirements of state statutes.

(Ord. 198 § 7, 2008; Ord. 160 § 1, 2005)

### **3.12.120 Rules of procedure.**

~~(1)~~ Public Improvements. The bidding rules of procedure of the Oregon Department of Transportation may be used as an alternative to these rules for road and bridge public improvements if specified in the solicitation document. (Ord. 160 § 1, 2005)

### **3.12.130 Solicitation document.**

(1) The solicitation document shall generally include the following:

(a) Notice of any preoffer conference as follows:

(i) The time, date, and location of any preoffer conference;

(ii) Whether attendance at the conference will be mandatory or voluntary; and

(iii) A provision that statements made by the county's representatives at the conference are not binding upon the county unless confirmed by a written addendum;

(b) The form and instructions for submission of bids or proposals and any other special information and whether submissions will be accepted electronically;

(c) The time, date and place that prequalifications must be filed under ORS 279C.430 or 279B.120 and these rules and the class or classes of work for which bidders must be prequalified if prequalification is a requirement;

(d) The date and time after which bids will not be received, which must be at least seven days after the last date of public notice of the solicitation;

(e) The name and title of the person designated for receipt of bids and the person designated as the contact person for the procurement;

- (f) The date, time and place of opening;
- (g) The office where the solicitation document may be reviewed;
- (h) A statement that each bidder must identify whether the bidder is a “resident bidder” as defined in ORS 279A.120(1);
- (i) Contractor’s certification of nondiscrimination in obtaining required subcontractors in accordance with ORS 279A.110(4);
- (j) How the county will notify bidders or proposers of addenda and how the county will make addenda available;
- (k) If applicable, that the contract is for a public work, subject to ORS 279C.800 to 279C.870 or the Davis-Bacon Act (40 USC 3141 et seq.) and a statement that 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;
- (l) A statement that the county may cancel the procurement or reject any bid not in compliance with these rules and may reject for good cause all bids upon a finding by the county that it is in the public interest to do so;
- (m) A statement that requires the contractor or subcontractor to possess an asbestos abatement license, if required under ORS 468A.720;
- (n) A statement regarding any other licenses or certificates (other than those regulated by state law) which may be required by the county to perform the work required;
- (o) If a public improvement, a statement that a bid for a public improvement contract may not be received or considered by the county unless the bidder is licensed by the construction contractors board or the state landscape contractors’ board;
- (p) A description of the goods or services that the county is purchasing, including, if applicable, a description of the acquisition, specifications, delivery or performance schedule, inspection and acceptance requirements;
- (q) A signed statement that the bidder has reviewed, is familiar with and agrees to abide by the terms and provisions of this chapter; and

(r) All contract terms and conditions. The request for proposals also may request that proposers propose contractual terms and conditions that relate to subject matter reasonably identified in the request for proposals.

(2) The term "time" as used in this section means the time as it appears on a clock designated by the county as the official "bid clock." (Ord. 198 § 8, 2008; Ord. 160 § 1, 2005)

### **3.12.140 Bids or proposals.**

(1) Offer and Acceptance. The bid or proposal is the bidder's or proposer's offer to enter into a contract. The county's award of the contract constitutes acceptance of the offer and binds the supplier-offeror to the contract.

(2) Responsive Offer. The county will award a contract only to a responsible bidder or proposer with a responsive offer. In the event that no responsive bids or proposals are received, and subject to the terms of the solicitation document and applicable law, the county may award a contract to a responsible bidder or offeror, as the term "responsible" is defined by law.

(3) Contingent Offers. A bidder or proposer shall not make its offer contingent upon the county's acceptance of specifications or contract terms other than those contained or requested in the solicitation document.

(4) Bidder's/Proposer's Acknowledgement. By signing and returning the offer, the bidder or proposer acknowledges it has read and understands the terms and conditions applicable to a solicitation document and that it accepts and agrees to be bound by the terms and conditions of the contract.

(5) When the provisions of the contract have been included in the material made available for a formal competitive contract procurement, or otherwise made available for public review for not fewer than 28 days, and where there have been no substantive changes between the publicly available contract and the final executed contract, the county ~~court~~board of commissioners is authorized to sign such contract outside of a public meeting or may designate a county official to sign on behalf of the county ~~court~~board of commissioners. (Ord. 160 § 1, 2005)

### **3.12.150 Advertisement.**

(1) Every solicitation for offers shall be advertised at least seven days prior to the solicitation closing date unless these rules or the county court board of commissioners specifically exempts the solicitation from the advertisement requirement. The advertisement for offers shall be published at least once in at least one newspaper of general circulation in the area where the contract is to be performed in a manner

required by law, including as may be applicable, publication in newspapers of general circulation, publication in trade newspapers, or electronic publication.

~~Advertisements of invitations for bids and requests for proposals shall be published when required by statute, and any other time the county concludes that advertisement is desirable.~~ An advertisement, other than for a public improvement contract estimated to cost more than \$125,000, shall be deemed sufficient for the purposes of the applicable statutes and these rules if it appears once in the county's newspaper of record, or, if the county's contract review board has authorized electronic advertisement pursuant to ORS 279B.055(4)(c), it appears electronically in a commercially reasonable manner. Nothing in this section shall be deemed to prevent the court county from satisfying the advertisement requirements of applicable statutes and these rules by publishing an advertisement once in any newspaper of general circulation in the Central Oregon area. An advertisement for a public improvement contract estimated to cost more than \$125,000 shall be deemed sufficient if it appears once in a trade newspaper or other trade publication of general statewide circulation. The county may publish an advertisement more than once, and, in addition to publication designed to satisfy the requirements of applicable statutes and these rules, may publish one or more advertisements in any local, regional, or national publication deemed by the county to be appropriate for the particular procurement.

~~A bulletin board shall be established outside the office of the county court upon which notice shall be posted of proposed acquisitions expected to exceed the sum of \$5,000. Notice of the proposed acquisition shall be posted no less than seven days prior to the date for receiving bids. The county may establish an electronic system whereby projects available for competitive bidding under the requirements of Section 3.12.060(3) will be made available for public review.~~

(2) All advertisements for offers shall set forth the following as applicable:

- (a) The scheduled closing date and time, which shall not be less than seven days after the date of the last publication of the advertisement;
- (b) The date that suppliers must file applications for prequalification if prequalification is a requirement and the class or classes of work for which suppliers must be prequalified;
- (c) The nature of the work to be performed or the goods to be purchased;
- (d) The office where contract terms, conditions and specifications are available;
- (e) The name and phone number of the person authorized to discuss and further describe the nature of the good or service desired;

(f) The name, title and address of the county person authorized to receive offers;

(g) The date, time and place of the scheduled opening;

(h) If applicable, that the contract is for a public work subject to ORS 279C.800 to 279C.870 or the Davis-Bacon Act (40 USC 276(a)). (Ord. 198 § 9, 2008; Ord. 160 § 1, 2005)

### **3.12.155 Personal information.**

All persons doing business with the county must maintain appropriate safeguards to protect the security of “personal information” as defined in ORS 646A.602~~(11)(2007)~~. Such safeguards will be required as a standard provision in all county contracts. (Ord. 217 § 1, 2009; Ord. 198 § 11, 2008)

### **3.12.160 Prevailing wage rate.**

(1) Generally.

(a) Public works projects are covered by prevailing wage rules if the contract price exceeds \$50,000.

(b) Prevailing wage rates must be paid to all workers at the site of work as defined in OAR 839-025-0004(25).

(c) County must notify the Bureau of Labor and Industries (BOLI) within 30 days of awarding any public works contract subject to prevailing wage rate law.

(d) County may not divide a project to try to avoid prevailing wage rate law. BOLI treats separate contracts for the same project as a single project for prevailing wage rate purposes.

(e) County must submit to BOLI a list of public works projects it plans to fund during the coming budget period. The county must submit the list to BOLI at least 30 days before it adopts its budget. If county plans to use its own personnel and equipment to perform any project estimated to cost more than \$125,000, it must also provide documentation showing that it is less expensive for the county to use its own resources than it is to contract out the project.

(f) County shall pay BOLI a prevailing wage rate fee for each public works project subject to prevailing wage rates.

(g) County may request the Commissioner of BOLI to determine whether a project or proposed project is or would be a public works on which the payment of the prevailing wage rate is or would be required under ORS 279C.840.

(2) Public Works. Public works include the following:

(a) A project for the construction, reconstruction, major renovation or painting of roads, highways, buildings, structures and improvements of all types which is carried on or contracted for by the county.

(b) A project for the construction, reconstruction, major renovation or painting of a privately owned road, highway, building or structure or improvement of any type that uses funds of a private entity and \$750,000 or more of county funds.

(c) A project for the construction of a privately owned road, highway, building, structure or improvement of any type that uses county funds and in which 25 percent or more of the square footage of the completed project will be occupied or used by the county.

(3) Specifications. For public works projects, the county must include the following in the specifications:

(a) The state prevailing wage rate either physically contained within or attached to hard copies of procurement specifications or included by a statement incorporating the applicable wage rate publication into the specifications by reference. When the rates are available electronically or by Internet access, the rates may be incorporated into the specifications by referring to the rates and providing adequate information on how to access them.

(b) If applicable, the federal prevailing wage rate and information concerning whether the state or federal rate is higher in each trade or occupation, as determined by BOLI.

(c) A statement that the county shall pay BOLI a prevailing wage rate fee.

(d) A provision stating that the contractor and any subcontractor must file a public works bond with the Construction Contractors Board before starting work on the project, unless exempt from public works bond requirements.

(4) Contracts. For public works projects, the county must include the following in the contract:

(a) A provision that workers shall be paid not less than the specified minimum hourly rate of wage.

(b) A provision that the prevailing wage rate fee shall be paid to the Commissioner of BOLI under the administrative rule of the Commissioner.

(c) A provision stating that the contractor and any subcontractor must file a public works bond with the Construction Contractors Board before starting work on the project, unless exempt from public works bond requirements. (Ord. 198 § 10, 2008; Ord. 186 § 1, 2007; Ord. 160 § 1, 2005)

### **3.12.165 Solar energy technology.**

(1) Prior to soliciting solar technology services, the County will examine applicable state law, including but not limited to ORS 279C.500-527, and OAR Chapter 330-135, to determine if these rules are in conflict. If there is no conflict, the County may procure such services according to these rules. If there is a conflict, the County may procure such services in accordance with state law.

(2) Except as otherwise provided in this section, a public improvement contract for the construction of a public building, as defined in ORS 174.109, or for the reconstruction or major renovation of a public building (if the cost of the reconstruction or major renovation exceeds 50 percent of the value of the public building) is considered to contain an amount equal to at least 1.5 percent of the total contract price for the inclusion of appropriate solar energy technology in the public building and is subject to 2007 Oregon Laws, Chapter 310 Section 3. Solar energy technology shall include solar electric or solar thermal systems and may include passive solar energy systems when a proposed passive solar energy system will achieve a reduction in energy usage of at least 20 percent.

(23) Before entering into a public improvement contract described in subsection (1) of this section, the county shall prepare a written determination of whether the inclusion of solar energy technology in the construction, reconstruction, or major renovation of the public building is appropriate. The county shall include in the determination the total contract price and the amount the agency intends to expend on the inclusion of solar energy technology in the public building.

(34) If any state funds are used and the county determines that it would be inappropriate to include solar energy technology in the construction, reconstruction or major renovation of the public building, subsection (1) of this section does not apply to the public improvement contract. However:

(a) The county shall spend an amount equal to at least 1.5 percent of the total contract price on the inclusion of appropriate solar energy technology in a future building project; and

(b) The amount spent by the county on the future public building project pursuant to subsection (3)(a) of this section is in addition to any amount required under subsection (1) of this section for the inclusion of appropriate solar energy technology in the future building project. (Ord. 198 § 12, 2008)

### **3.12.170 Prebid and preproposal conferences.**

(1) Generally. The county may hold a prebid or preproposal conference to allow a site inspection and to hear and respond to questions. If the time and place of a prebid or preproposal conference are not stated in the invitation for bids or request for proposals, all prospective bidders or proposers on the list maintained by the county shall be notified of the time and place. Notification may be by telephone, fax, or in writing, at the county's option.

(2) Mandatory. The county may require attendance at a prebid or preproposal conference as a condition precedent to the submission of a bid or proposal. The county may refuse to open or may reject as nonresponsive a bid from a bidder who failed to attend a mandatory prebid conference, and may refuse to open or decline to evaluate a proposal from a proposer who failed to attend a mandatory preproposal conference. The county may, but is not obligated to, arrange for a subsequent prebid or preproposal conference if requested by one or more prospective bidders or proposers who were unable to attend a scheduled, mandatory prebid or preproposal conference for a reason determined by the county to be commercially reasonable under the circumstances. If a subsequent prebid or preproposal conference is arranged, all prospective bidders or proposers on the county's list shall be notified in advance and allowed to attend.

(3) Limited Effect. Statements and other information from county employees at a prebid or preproposal conference do not effect any change in the invitation for bids or the request for proposals, or the contracts that may arise from them. Changes in the invitation for bids or the request for proposals may be effected only by a written addendum issued by the county. Bidders and proposers may rely only upon the invitation for bids or the request for proposals, with any changes made by addendum, to establish all of the procurement requirements and all contract provisions other than those established by the bid or proposal.

(4) Change Requests. A prospective bidder or proposer who wants to propose a change to the invitation for bids or the request for proposals should submit a written request, even if the change was requested during a prebid or preproposal conference. The request should be submitted in accordance with any instructions in the invitation for bids or the request for proposals. If the county fails to respond to a change request made during a prebid or preproposal conference, or to a written change request, the request shall be deemed denied. If the county responds to a change request, the

response may be in the form of an addendum issued to all prospective bidders or proposers, with no specific response to the requestor. (Ord. 160 § 1, 2005)

### **3.12.180 Addenda.**

(1) Requirement. A solicitation document may be changed only by a written addendum issued by the county. When an addendum is required, it shall be issued to all bidders or proposers for the contract or services being solicited.

(2) Distribution and Receipt. Addenda may be distributed to all bidders by U.S. mail, fax, hand delivery, or other commercially reasonable means. Failure to receive an addendum to an invitation for bids does not excuse failure to acknowledge receipt of the addendum, even if the failure to receive was through no fault of the prospective bidder or proposer, and even if the failure to receive was the fault of the county. The county, in its sole discretion, may extend a bid opening to allow a bidder time to acknowledge receipt of an addendum. Failure to acknowledge receipt of an addendum may cause a bid to be rejected as nonresponsive. (Ord. 160 § 1, 2005)

### **3.12.190 Method of submitting offers.**

(1) Bids. Bids must be submitted in writing on the form provided by the county or a reasonable facsimile. ~~Bids may not be submitted by fax or other electronic means.~~ A bid shall be considered timely submitted if it is delivered to the location designated for receipt of bids by the deadline stated in the invitation for bids. Bids must be submitted to the county according to the methods described in the solicitation document. If no methods are specified therein, interested bidders may submit bids in a commercially reasonable method, including, if the bidder chooses, unsealed electronic submission.

(2) Proposals and Quotations. Proposals and quotations may be submitted by any commercially reasonable method, including but not limited to ~~fax~~unsealed electronic submission, unless the county has specified in the solicitation document that only certain methods of submission may be used, or that certain methods of submission may not be used. ~~Electronic data interchange and electronic mail (e-mail) shall be considered commercially reasonable methods of submission only if they are expressly authorized in the solicitation document.~~ When oral quotations are permitted, they may be submitted by telephone or other similar method. The fact that oral quotations are permitted does not preclude an offeror from submitting a written quotation in lieu of an oral quotation.

(3) Timeliness. Offerors are responsible for ensuring their offers are timely. The county may decline to consider a late offer, even if the offer is late because of a delay in the county's internal handling of mail or documents or because the county's receiving equipment was unavailable.

(4) Completeness. Offerors are responsible for ensuring their offers are received by the county in a complete, legible, ungarbled form. The county may decline to consider an offer that is incomplete, illegible, or garbled, even if the problem is caused by the county's hardware or software.

(5) If an offeror chooses to submit an unsealed electronic bid or proposal, that offeror waives the right to protest that county personnel reviewed such unsealed bid or proposal prior to any official bid opening time. (Ord. 160 § 1, 2005)

### **3.12.200 Bid withdrawal.**

At any time before the first bid or proposal is opened, ~~an offeror a bidder~~ may withdraw its bid or proposal without consequence. The withdrawal must be in writing and be signed by someone with the necessary authority. A purported withdrawal after the first bid or proposal is opened shall be ineffective. If an offeror chooses to submit a bid or proposal through unsealed electronic submission for a competitive process operated under section 3.12.060(3), the withdrawal must be made prior to the published bid opening time specified in the solicitation document. (Ord. 160 § 1, 2005)

### **3.12.210 Bid opening.**

(1) Generally. Bids shall be opened at the place and at or shortly after the time specified in the invitation for bids and advertisement, subject to any changes made by addendum.

(2) Postponement. The time for opening bids may be postponed at any time for the county's convenience or if the county determines that postponement would be in the county's best interest. Bids shall be opened in a place designated by the county that is open to the public at the time bids are opened. The place bids will be opened may be changed by the county at any time. A bid opening postponement or relocation shall be communicated orally or by a posted sign to anyone who appears at the previously designated time and place for the bid opening. If time permits, a bid opening postponement or relocation shall be communicated to all prospective bidders on the list maintained by the county by mail, fax, e-mail, or any other commercially reasonable means. A bid opening postponement or relocation need not be communicated by addendum. (Ord. 160 § 1, 2005)

### **3.12.220 Proposal opening.**

"Proposal" means an informal, oral or written response to a request for proposals issued by the county for the award of a contract when the contract is a public contract exempt from the competitive bidding requirements under ORS 279.055 to 279.116. The county may open proposals at any time unless a specific bid opening time is stated in the solicitation document. There is no requirement for proposals to be opened in public.

Subject to any exemptions under Oregon public records statutes, proposals shall be available for public inspection only after the county has finished evaluating them. (Ord. 160 § 1, 2005)

### **3.12.230 Bid evaluation.**

(1) Generally. Opened bids shall be evaluated in accordance with applicable statutes and these rules. When a bid is determined to be unresponsive to the invitation for bids, it will not be evaluated further unless no responsive bids are received. Bidders who submit responsive bids shall be evaluated for responsibility under applicable statutes, these rules, and the invitation for bids.

(2) Correction of Certain Errors. Arithmetic errors apparent on the face of a bid shall be corrected by the county before comparing bid prices. Discrepancies between a unit price and an extended total price for a bid item shall be resolved in favor of the unit price unless there is evidence apparent on the face of the bid establishing that the extended price is correct.

(3) Unless otherwise specified in these rules or the solicitation document, the County will evaluate proposals received under the criteria of which presents the best value to the County, taking into account price as well as considerations including, but not limited to, experience, expertise, product functionality, suitability for a particular purpose and contractor responsibility under ORS 279B.110.

(Ord. 160 § 1, 2005)

### **3.12.240 Bid or proposal security – Performance and payment bonds.**

(1) Security Amount. Bid or proposal security, if required, shall be expressly provided for in the solicitation document. If so required, the supplier shall forfeit bid or proposal security after the award if the supplier fails to execute the contract and promptly return it with any required performance bond and payment bond and any required proof of insurance.

(2) Public Improvement Contracts. Bid or proposal security is required for the solicitation of offers for public improvements unless the county has otherwise exempted the solicitation from bid or proposal security. Unless otherwise stated in the solicitation documents or specifically waived by the county, the following bonds are required:

(a) A performance bond in the amount equal to the full contract price conditioned on the faithful performance of the contract in accordance with the plans, specifications and conditions of the contract;

(b) A payment bond in an amount equal to the full contract price, solely for the protection of claimants under ORS 279C.600.

(3) Form of Bid or Proposal Security. Unless otherwise stated in the solicitation documents, the county will only accept the following forms of performance or payment bonds:

(a) A surety bond from a surety company authorized to do business in the state of Oregon.

(4) Return of Security. Upon execution of a contract and delivery of a good and sufficient performance bond and a good sufficient payment bond by a successful bidder or a proposer, the county shall return the successful contractor's bid or proposal security. The county will also return or release the bid or proposal security for all unsuccessful suppliers after award or after a contract has been executed and a performance bond provided (if such performance bond is required), or after all offers have been rejected. (Ord. 160 § 1, 2005)

### **3.12.250 Bid errors.**

(1) To protect the integrity of the competitive solicitation process and to assure fair treatment of the bidder or proposer, the county will carefully consider whether to permit waiver, correction or withdrawal of offers for certain mistakes.

(2) Errors of Judgment. A bid may not be corrected or withdrawn for an error in judgment. If a bidder is awarded a public contract and refuses to promptly and properly execute the public contract because of an error in judgment, the bidder's bid security must be forfeited.

(3) Minor Informalities. The county may waive or permit a bidder to correct a minor informality. A minor informality is either a matter of form rather than substance that is evident on the face of the bid, or an insignificant mistake that can be waived without prejudice to other bidders. For example, failure to sign the bid in the designated block on the bid form is a minor informality if a signature appears on the bid bond or somewhere else in the bid evidencing an intent to be bound by the bid.

(4) Clerical Errors. A clerical error is an error in drafting the bid, and may include without limitation typographical errors, arithmetic errors, and transposition and other errors in transferring numbers from work sheets to the bid form. If a clerical error is apparent on the face of the bid and the correction also is apparent on the face of the bid, the county shall correct the error before evaluating bids. A discrepancy between a unit price and an extended bid item price is a clerical error and shall be corrected by giving precedence to the unit price. If an error not apparent on the face of the bid is brought to the county's attention, the bidder may submit evidence to establish that the error is a clerical error. If

it is clear from the face of the bid or from evidence submitted by the bidder that an error is a clerical error rather than an error in judgment, but the correction of the error is not apparent on the face of the bid, the bidder may either withdraw its bid without forfeiting its bid security, or agree to proceed with the public contract as bid, without correcting the error. If the bidder takes neither of those actions, the county shall reject the bid as nonresponsive. A bidder may not correct a clerical error if the correction is not apparent on the face of the bid. (Ord. 160 § 1, 2005)

### **3.12.260 Irrevocability of offers.**

(1) Bids. All bids received by the county for a particular public contract become binding offers when the first bid is opened, and remain irrevocable for 30 calendar days after opening unless a different period is specified in the invitation for bids. (Ord. 160 § 1, 2005)

### **3.12.270 Tied low bids or quotations.**

(1) Generally. If (a) low bids or quotations are tied, (b) the price, fitness, availability, and quality of the goods or services offered by the tied offerors are otherwise equal, and (c) one of the tied offerors offers goods or services manufactured or produced in Oregon, the contract shall be awarded to that offeror in accordance with ORS 279A.120. If two or more of the tied offerors offer goods or services manufactured or produced in Oregon, and none has principal offices or headquarters in Oregon, or if two or more of them have principal offices or headquarters in Oregon, the contract shall be awarded by drawing lots. If none of the tied offerors offer goods or services manufactured or produced in Oregon, the contract shall be awarded by drawing lots.

(2) Unequal Quality. If the fitness, availability, and quality of the goods or services offered by tied offerors are not otherwise equal, the contract shall be awarded to the offeror determined by the county to offer the superior goods or services.

(3) Withdrawal of tied bids. Notwithstanding the provisions of section 3.12.200, in the event of a tied bid, the county may, but is not required to, permit one of the tied bidders to withdraw its bid or quotation. The county may permit such withdrawal if it determines that there is insufficient evidence that allowing such withdrawal would violate applicable law or would discourage competition for public contracts. The county official authorized to permit withdrawal will be the person authorized under section 3.12.040 to approve the contract. (Ord. 160 § 1, 2005)

### **3.12.280 Rejection of individual bids or proposals.**

The county may reject any or all bids in accordance with ORS 279B.100 ~~and-or~~ 279C.395 for good cause upon a finding that rejection is in the public interest. The person authorized to make such findings are the persons authorized

under section 3.12.040 to approve the contract. Situations where good cause is sufficient to warrant rejection of all bids include but are not limited to:

(1) Process;

(2) All offered prices are too high or all offered performance is insufficient to meet the county's needs;

(3) Ambiguous or misleading provisions in the solicitation document, or misconduct or error, threaten the fairness and integrity of the competitive process; and

(4) Events other than legitimate market forces threaten the integrity of the competitive procurement process.

(5) Any provision in the solicitation document regarding the rejection of bids. (Ord. 160 § 1, 2005)

### **3.12.285 Rejection of individual bids or proposals in specific incidences.**

(1) The county court board of commissioners may at its sole discretion reject an individual bid or proposal from any contractor:

(a) When in the judgment of the county court board of commissioners a previous good or service provided by the contractor to the county or another public entity was of poor workmanship or inferior quality; or

(b) When in the judgment of the county court board of commissioners, the contractor failed to honor a warranty; or

(c) When a dispute regarding the terms and conditions of a previous contract with the county led to a monetary judgment being entered against the contractor; or

(d) When in the judgment of the county court board of commissioners the county has previously been required to expend funds to remedy defects of the contractor's workmanship or failure to deliver all components of an agreed upon good or service.

(2) The county shall not reject on the basis of one of the above criteria if an intervening change in ownership within a business shall have resulted in substantial change in the control of said business so that the underlying concern related to performance has been mitigated.

(3) The county may reject a bid when the contractor or an employee of the contractor who will have a material role in delivering the good or service sought was previously engaged as an employee of the county and when such employment relationship ended in a manner which created ill will between the county and the employee.

(4) The county may reject any bid when in the judgment of the county ~~court board of~~ commissioners acceptance of such bid shall pose a security risk to the county or the public serviced by the county (e.g., the county may reject a contract for services to law enforcement when the contractor is the subject of an ongoing criminal investigation, or the county may reject a contract for maintenance in a violence prevention center when the contractor is a known abuser). (Ord. 160 § 1, 2005)

### **3.12.290 Cancellation.**

The county may cancel a procurement at any time before a contract is signed if the county determines cancellation is in the county's best interests. If a procurement is canceled, the county shall not be liable for any costs incurred by prospective offerors. If a procurement is canceled before bids or proposals are opened, the bids or proposals shall be returned to the bidders and proposers unopened, except that the county may open a bid or proposal to determine the identity and address of the bidder or proposer if the name and address are not shown on the outside of the envelope. If a procurement is canceled after bids or proposals are opened, the county shall retain the bids or proposals. (Ord. 160 § 1, 2005)

### **3.12.300 Protests.**

(1) Written Protest Required. If an offeror or prospective offeror wishes to object to any aspect of a county procurement, the offeror or prospective offeror ("protester") may file a written protest with the Crook County ~~judge~~Administrator~~Administrator~~. The protest must include all grounds for the protest and all supporting evidence, in the form of physical evidence, documents, or affidavits.

(2) Timeliness. A protest must be filed promptly as soon as the protester knows of the grounds for the protest. If the grounds for a protest were apparent on the face of the solicitation document, the county may decline to consider a protest filed later than five (5) business days before the scheduled bid opening or the date by which proposals must be submitted. If the grounds for a protest were not apparent until contract award:

(a) the protest must be received within the timeframe specified in the notice of intent to award, or

(b) if no notice of intent to award is required, the county may decline to consider a protest filed later than 48-168 hours after contract award ~~bid opening~~.

(3) Written Decision. The county ~~judge Administrator~~ or ~~his~~ designee shall issue a written decision in response to a protest.

(4) Discretionary Meeting. The county ~~judge Administrator~~ may, but is not required to, schedule a meeting with the protester prior to issuing a written decision. The county ~~judge administrator manager~~ may invite other county staff or representatives to the meeting and, in the case of a procurement involving a county evaluation team, may invite one or more members of the evaluation team to the meeting.

(5) Appeal and Final Administrative Action. If the protester disagrees with the written decision issued by the county ~~judge Administrator~~, the protester may appeal in writing to the county ~~court board of commissioners~~. The written appeal must be received by the county ~~court board of commissioners~~ within five (5) business days after the protester's receipt of the written decision by the county ~~judge Administrator~~. The county ~~court board of commissioners~~ may decline to consider a late appeal. The written appeal must include all legal arguments and all evidence, in the form of physical evidence, documents, or affidavits. The county ~~court board of commissioners~~ shall issue a written decision in response to the appeal, and that written decision shall be the county's final administrative action with respect to the protest. The county ~~court's board of commissioners's~~ written decision shall be the county's final action with respect to the protest. (Ord. 160 § 1, 2005)

### **3.12.310 Notice of intent to award.**

Unless otherwise provided in the solicitation document, the county shall provide notice of its intent to award to all bidders and proposers pursuant to ORS 279B.135 at least seven days before the award of a contract, unless the county determines that circumstances require the prompt execution of the contract, in which case the county may provide a shorter notice. This section does not apply to contracts awarded as small procurements under ORS 279B.065, an intermediate procurement under ORS 279B.070, a sole source procurement under ORS 279B.075, an emergency procurement under ORS 279B.080 or a special procurement under ORS 279B.085. (Ord. 160 § 1, 2005)

### **3.12.320 Supplemental rules and orders.**

The county ~~court board of commissioners~~ may issue rules in the form of orders or resolutions to further implement the provisions herein. (Ord. 160 § 1, 2005)

## **Article II. Public Improvement Contracts**

### **3.12.330 Application.**

In addition to the requirements set forth in these rules, the following rules apply to public improvement contracts. In the event of conflict or ambiguity, the more specific

requirements of the rules in this article take precedence over the more general requirements. (Ord. 160 § 1, 2005)

### **3.12.340 Competitive procurement.**

The county shall solicit bids for public improvement contracts by ~~invitation to bid~~written solicitation, except as otherwise allowed or required pursuant to state statute or these rules. (Ord. 160 § 1, 2005)

### **3.12.350 Exemption from competitive process – ORS 279C.335.**

(1) When the County seeks to engage the services of a Construction Manager/General Contractor, and is required by applicable law to follow the procedures established by the Attorney General's Model Rules, those rules will apply. When the Model Rules are not required by applicable law, the County will apply these rules.

~~(2)~~ The county ~~court board of commissioners~~ may exempt a public improvement contract or class of public improvement contracts from the competitive bidding requirements of these rules upon making the following findings:

(a) It is unlikely that the exemption will encourage favoritism in the awarding of public improvement contracts or substantially diminish competition for public improvement contracts; and

(b) The awarding of public improvement contracts under the exemption is reasonably expected to result in substantial cost savings to the county.

~~(2)~~ When granting exemptions under this section, the county ~~court board of commissioners~~ shall:

(a) When appropriate, direct the use of alternative contracting methods that take account of market realities and ~~modern-modern~~ practices and are consistent with the public policy of encouraging competition;

(b) Require and approve or disapprove written findings by the county that support the awarding of a particular public improvement contract or class of public improvement contracts without competitive bidding.

~~(3)~~ The county ~~court board of commissioners~~ shall hold a hearing regarding the exemption of a public improvement or class of public improvements prior to adopting

the findings required by subsection (1) of this section. Notification of the public hearing shall be published in at least one trade newspaper of general statewide circulation a minimum of 14 days before the hearing. The notice shall state that the public hearing is for the purpose of taking comments on the county's draft findings for an exemption from the competitive bidding requirement. At the hearing, the county ~~court board of~~ commissioners shall offer an opportunity for any interested party to appear and present comment. Following the hearing, the county ~~court board of~~ commissioners shall either approve the exemption and adopt the draft findings or disapprove the exemption. (Ord. 198 § 13, 2008; Ord. 160 § 1, 2005)

### **3.12.360 Public improvement procurements.**

(1) Public improvement contracts estimated by the county not to exceed \$100,000 may be awarded through competitive quotes established by this rule.

(2) The selection criteria may be limited to price or some combination of price, experience, specific expertise, availability, project understanding, contractor capacity, responsibility, and similar factors.

(3) The county shall utilize written request for quotes whenever reasonably practicable.

(4) The county shall seek at least three competitive quotes, and keep a written record of the sources and amount of the quotes received.

(5) If awarded, the county shall award the contract to the prospective contractor whose quote will best serve the interest of the county, taking into account the announced selection criteria.

(6) When required by ORS 279C.560, the county will deposit any required retainage in an interest-bearing account. (Ord. 197 § 1, 2007; Ord. 160 § 1, 2005)

### **3.12.370 Disclosure and substitution of first-tier subcontractors.**

(1) Required Disclosure. Within two working hours of the bid closing for a public improvement having a contract price anticipated to exceed \$100,000, all bidders shall submit a disclosure form as described by this rule, 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 of the total contract price, but at least \$15,000; or

(b) ~~Three hundred fifty thousand dollars~~ \$350,000, regardless of the percentage of the total contract price.

(2) Bid Closing, Disclosure Deadline, and Bid Opening. The county will:

(a) Set the bid closing on a date and time appropriate for the project solicitation. When required by law, the county will set a time on Tuesday through Thursday between 2:00 p.m. and 5:00 p.m.; provided, that the two-hour disclosure deadline described by this rule would not then fall on a legal holiday;

(b) ~~Set~~ When required by law, the county will set a subsequent time for bid opening that is at least two working hours after bid closing; and

(c) Open only those bids for which the required first-tier subcontractor disclosure has been separately submitted by the announced deadline on prescribed forms.

(3) Bidder Instructions and Disclosure Form. For the purposes of this rule, and unless applicable law or the solicitation document specify otherwise, the county will:

(a) Prescribe the disclosure form that must be utilized; and

(b) Provide instructions in a notice substantially similar to the following:

Bidders are required to disclose information about certain first-tier subcontractors when the contract value for a Public Improvement is greater than \$100,000 (See ORS 279). Specifically, when the contract amount of a first-tier subcontractor is greater than or equal to: (i) 5% of the project bid, but at least \$15,000, or (ii) \$350,000 you must disclose the following information about that subcontract within two 2) (42 hours of bid closing:

(a) The subcontractor's name and address;

(b) Subcontractor's Construction Contractor's Board registration number;

(c) The subcontract dollar value; and

(d) The subcontractor's category of work.

(4) Submission. A bidder shall submit the disclosure form required by this rule within two working hours of bid closing.

(5) Responsiveness. Compliance with the disclosure and submittal requirements of ORS 279C.370(2) and this rule is a matter of responsiveness. Bids which are submitted by bid closing, but for which the separate disclosure submittal has not been made by the specified deadline, are not responsive and shall not be considered for contract award.

(6) Substitution. Substitution of affected first-tier subcontractors shall be made only in accordance with ORS 279C.585. (Ord. 160 § 1, 2005)

### **3.12.380 Negotiation when bids exceed cost estimate.**

(1) General. In accordance with ORS 279C.340, if all responsive bids from responsible bidders on a competitively bid project exceed the county's cost estimate, prior to contract award the county may negotiate value engineering and other options with the responsible bidder submitting the lowest responsive bid in an attempt to bring the project within the county's cost estimate.

(2) Scope of Negotiations. The county will not proceed with contract award if the scope of the project is significantly changed from the original bid.

(3) Discontinuing Negotiations. The county may discontinue negotiations at any time, and shall do so if it appears to the county that the apparent low bidder is not negotiating in good faith or fails to share cost and pricing information upon request.

(4) Public Records. Notwithstanding any other provisions of law, the records of a bidder used in contract negotiations under this rule are not subject to public inspection until after the negotiated contract has been awarded or negotiation process has been terminated. (Ord. 160 § 1, 2005)

### **3.12.385 Division of procurement to avoid contracting rules prohibited.**

No procurement shall be artificially divided or fragmented so as to avoid compliance with any procedure or rule covered by this chapter. (Ord. 160 § 1, 2005)

## **Article III. Disposition of Personal Property**

### **3.12.400 General rule.**

(1) The county may dispose of personal property through direct sale, destruction, disposal in a solid waste facility or gift to a qualified nonprofit organization or other public entity without a competitive process if the county determines that one of the following applies: the property has a value of less than ~~\$500,000~~1,000; the property is hazardous; the property is inoperable and not reasonably repairable. Personal property having a value in excess of ~~\$500,000~~1,000 shall be disposed of through a competitive process at public auction or by acceptance of sealed bids.

(2) When applicable law or the terms of a County-accepted grant or contract require that unneeded personal property be disposed of according to different procedures,

those procedures will supersede these rules to the extent there is a conflict. Where necessary and required, this may include seeking direction from the applicable grantor regarding how such unneeded personal property may be disposed.

(Ord. 160 § 1, 2005)

### **3.12.401 Exception for trade-ins.**

The county may trade in personal property of any value as part of purchase of like replacement property. (Ord. 160 § 1, 2005)

### **3.12.402 Exception for real property.**

The county may transfer personal property of any value as part of the sale or transfer of real property. (Ord. 160 § 1, 2005)

### **3.12.403 Exception for donations to other public agencies, nonprofits.**

The county may donate or sell personal property of any value, including recyclable or reclaimed materials to another public agency, or any sheltered workshop, or nonprofit organization, after a determination has been made that the personal property is not needed for other county purposes. A department or elected official proposing the disposition of personal property by donation shall offer such property to other departments of the county for at least five business days prior to disposition of such property. Any other county department desiring to use such priority shall have priority for use. (Ord. 160 § 1, 2005)

### **3.12.404 Exception for public interest.**

The county ~~court~~ board of commissioners may dispose of personal property in any manner for any reason upon a finding that such disposal is in the public interest. (Ord. 160 § 1, 2005)

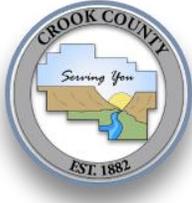
### **3.12.405 Disposition of proceeds.**

Proceeds of the sale of personal property owned by the county and controlled by any department other than the road department shall be deposited to the general fund for the benefit of the county. Proceeds property controlled by the road department shall be deposited to the road fund. (Ord. 160 § 1, 2005)

### **3.12.410 Provisions related to acquisition by employees.**

To ensure compliance with the Oregon Ethics Code, county employees or relatives of county employees shall not be eligible to purchase personal property previously owned by the county until such property has been offered for sale to the public on the same terms and conditions for at least three days. No county employee shall use an intermediary to circumvent this prohibition. A "relative" has the meaning given at ORS 244.020 and includes the spouse of the county employee, any children of the public employee or of the public employee's spouse, and brothers, sisters or parents of the public employee or of the public employee's spouse. This provision shall not apply to personal property sold at public auction. (Ord. 160 § 1, 2005)

## AGENDA ITEM REQUEST



**Date:**

**Meeting date desired:**

**Subject:**

**Background and policy implications:**

**Budget/fiscal impacts:**

**Requested by:**

**Presenters:**

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

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

**BEFORE THE BOARD OF COMMISSIONERS OF CROOK COUNTY, OREGON**

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

**ORDINANCE 344**

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

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

**NOW, THEREFORE**, the Board of County Commissioners ordains as follows:

**Section One:** The above recitals and exhibits are adopted into and made a part of this Ordinance No. 344 as the County’s findings of fact.

**Section Two:** The Use Table for Crook County Code section 18.16.010, use 3.45 “Farm Brewery” is added as depicted on the attached Exhibit A, with additions underlined.

**Section Three:** A new section, 18.16.052 “Farm brewery; conditions; permissible uses; reporting.” is added to the Crook County Code chapter 18.16 as depicted on the attached Exhibit B, with additions underlined.

**Section Four:** Crook County Code section 18.28.015 “Use standards.” is amended to read as depicted on the attached Exhibit C, with additions underlined and deletions ~~struck through~~.

**Section Five:** Crook County Code section 18.88.010, “Uses Permitted Outright.” is amended to read as depicted on the attached Exhibit D, with additions underlined and deletions ~~struck through~~.

**Section Six:** Crook County Code section 18.92.010, “Uses Permitted Outright.” is amended to read as depicted on the attached Exhibit E, with additions underlined and deletions ~~struck through~~.

**Section Seven:** Crook County Code section 18.108.010, “Uses Permitted Outright.” is amended to read as depicted on the attached Exhibit F, with additions underlined and deletions ~~struck through~~.

**Section Eight:** Crook County Code section 18.124.140 “Accessory dwelling units.” is amended to read as depicted on the attached Exhibit G, with additions underlined and deletions ~~struck through~~.

**Section Nine:** A new chapter, 18.126 “Outdoor Lighting” is added to the Crook County Code as depicted on the attached Exhibit H, with additions underlined.

**Section Ten:** Crook County Code section 18.112.005, “Purpose,” is amended to read as depicted on the attached Exhibit I, with additions underlined and deletions ~~struck through~~.

**Section Eleven:** Crook County Code section 18.124.110, “Approval process – Transmission tower,” is amended to read as depicted on the attached Exhibit J, with additions underlined and deletions ~~struck through~~.

**Section Twelve:** If any court of competent authority invalidates a portion of this Ordinance 344, the remaining portions will continue in full force and effect.

**Section Thirteen:** Ordinance 344 being immediately necessary for health, welfare, and safety of the people of Crook County, and emergency is hereby declared to exist, and this Ordinance 344 shall become effective upon signing.

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

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

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 2024

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Commissioner Seth Crawford

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Commissioner Susan Hermreck

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Commissioner Brian Barney

Vote:	Aye	Nay	Excused
Seth Crawford	___	___	_____
Susan Hermreck	___	___	_____
Brian Barney	___	___	_____

**Exhibit A**

18.16.010 Use Table

<b>3</b>	<b>Commercial Uses</b>			
3.1	Dog training classes or testing trials.	STS	Notice and Opportunity for Hearing	18.16.015(5)
3.2	Farm stand.	STS	Notice and Opportunity for Hearing	18.16.015(6)
3.3	Winery.	STS	Notice and Opportunity for Hearing	18.16.050
3.4	Cider business.	STS	Notice and Opportunity for Hearing	18.16.050
<u>3.45</u>	<u>Farm Brewery</u>	<u>STS</u>	<u>Notice and Opportunity for Hearing</u>	<u>18.16.052</u>

## Exhibit B

### 18.16.052 Farm brewery; conditions; permissible uses; reporting.

#### (1) Definitions:

- (a) "Agri-tourism or other commercial events" includes outdoor concerts for which admission is charged, educational, cultural, health or lifestyle events, facility rentals, celebratory gatherings and other events at which the promotion of malt beverages produced in conjunction with the farm brewery is a secondary purpose of the event.
- (b) "Brewer" means a person who makes malt beverages.
- (c) "Farm brewery" means a facility, located on or contiguous to a hop farm, used primarily for the commercial production, shipping and distribution, wholesale or retail sales, or tasting of malt beverages made with ingredients grown on the hop farm.
- (d) "Hop farm" means a tract of land planted with hops.
- (e) "Malt beverage" has the meaning given that term in ORS 471.001.
- (f) "On-site retail sale" includes the retail sale of malt beverages in person at the farm brewery site, through a club or over the Internet or telephone.

#### (2) A farm brewery may be established as a permitted use on land zoned for exclusive farm use under ORS 215.213 (1)(bb) and 215.283 (1)(z) or on land zoned for mixed farm and forest use if the farm brewery:

- (a) Produces less than 150,000 barrels of malt beverages annually, inclusive of malt beverages produced by the farm brewery's owners or operators at the farm brewery or elsewhere, through any entity owned or affiliated with the farm brewery;
- (b) Produces less than 15,000 barrels of malt beverages annually on the farm brewery site; and
- (c) Owns an on-site hop farm of at least 15 acres;
  - (i) Owns a contiguous hop farm of at least 15 acres;
  - (ii) Has a long-term contract for the purchase of all of the hops from at least 15 acres of a hop farm contiguous to the farm brewery; or
  - (iii) Obtains hops from a total of 15 acres from any combination of sources described in sub-subparagraph (c), (i) or (ii) of this subparagraph.
- (d) For purposes of this subsection, land planted with other ingredients used in malt beverages produced by the farm brewery counts towards the acreage minimums.

#### (3) In addition to any other activities authorized for a farm brewery, a farm brewery established under this section may:

- (a) Market malt beverages produced in conjunction with the farm brewery.
  - (b) Conduct operations that are directly related to the sale or marketing of malt beverages produced in conjunction with the farm brewery, including:
    - (i) Malt beverage tastings in a tasting room or other location on the premises occupied by the farm brewery;
    - (ii) Malt beverage club activities;
    - (iii) Brewer luncheons and dinners;
    - (iv) Farm brewery and hop farm tours;
    - (v) Meetings or business activities with farm brewery suppliers, distributors, wholesale customers and malt beverage industry members;
    - (vi) Farm brewery staff activities;
    - (vii) Open house promotions of malt beverages produced in conjunction with the farm brewery;
- and

(viii) Similar activities conducted for the primary purpose of promoting malt beverages produced in conjunction with the farm brewery.

(c) Market and sell items directly related to the sale or promotion of malt beverages produced in conjunction with the farm brewery, the marketing and sale of which is incidental to on-site retail sale of malt beverages, including food and beverages:

(i) Required to be made available in conjunction with the consumption of malt beverages on the premises by the Liquor Control Act or rules adopted under the Liquor Control Act; or

(ii) Served in conjunction with an activity authorized by paragraph (b), (d) or (e) of this subsection.

(d) Subject to subsections (5) to (8) of this section, carry out agri-tourism or other commercial events on the tract occupied by the farm brewery.

(e) Host charitable activities for which the farm brewery does not charge a facility rental fee.

(f) Site a bed and breakfast as a home occupation on the same tract as, and in association with, the farm brewery.

(4) A farm brewery may include on-site kitchen facilities licensed by the Oregon Health Authority under ORS 624.010 to 624.121 for the preparation of food and beverages described in subsection (4)(c) of this section. Food and beverage services authorized under subsection (4)(c) of this section may not utilize menu options or meal services that cause the kitchen facilities to function as a cafe or other dining establishment open to the public.

(5) The gross income of the farm brewery from the sale of incidental items or services provided pursuant to subsection (4)(c) to (e) of this section may not exceed 25 percent of the gross income from the on-site retail sale of malt beverages produced in conjunction with the farm brewery. The gross income of a farm brewery does not include income received by third parties unaffiliated with the farm brewery.

(a) At the request of a local government with land use jurisdiction over the site of a farm brewery, the farm brewery shall submit to the local government a written statement prepared by a certified public accountant that certifies the compliance of the farm brewery with this subsection for the previous tax year.

(6) Except as provided by subsections (8) and (9) of this section, a farm brewery may carry out agri-tourism or other commercial events described in subsection (4)(d) of this section for up to 18 days per calendar year.

(7) A local government with land use jurisdiction over the site of a farm brewery shall ensure that agri-tourism or other commercial events occurring as described in subsection (3)(d) of this section are subordinate to the production and sale of malt beverages and do not create significant adverse impacts to uses on surrounding land.

(b) A local government may impose conditions on a license or permit issued pursuant to subsection (6) of this section as necessary to meet the requirements of paragraph (a) of this subsection.

The conditions must be related to:

(A) The number of event attendees;

(B) The hours of event operation;

(C) Access and parking;

(D) Traffic management;

(E) Noise management; and

(F) Sanitation and solid waste.

(8) A local government may charge a fee for processing a license or permit under subsections (6) of this section. The fee may not exceed the actual or average cost of providing the applicable licensing or permitting service.

(9) When a bed and breakfast facility is sited as a home occupation on the same tract as a farm brewery as described in subsection (3)(f) of this section:

- (a) The bed and breakfast facility may prepare and serve two meals per day to the registered guests of the bed and breakfast facility; and
- (b) The meals may be served at the bed and breakfast facility or at the farm brewery.

(10) A farm brewery operating under this section shall provide parking for all activities or uses of the tract on which the farm brewery is situated.

(11) A local government with land use jurisdiction over the site of a farm brewery shall ensure that the farm brewery complies with:

- (a) Local criteria regarding floodplains, geologic hazards, the Willamette River Greenway, solar access and airport safety;
- (b) Regulations of general applicability for the public health and safety; and
- (c) Regulations for resource protection acknowledged to comply with any statewide goal relating to open spaces, scenic and historic areas and natural resources.

(12) For the purpose of limiting demonstrated conflicts with accepted farm and forest practices on adjacent lands, a local government with land use jurisdiction over the site of a farm brewery shall:

- (A) Except as provided in paragraph (b) of this subsection, establish a setback of at least 100 feet from all property lines for the farm brewery and all public gathering places; and
- (B) Require farm breweries to provide direct road access and internal circulation for the farm brewery and all public gathering places.

(b) A local government may allow a setback of less than 100 feet by granting a farm brewery an adjustment or variance to the requirement described in paragraph (a)(A) of this subsection.

## Exhibit C

### 18.28.015 Use standards.

(3) A single-family “template” dwelling authorized under ORS 215.750 on a lot or parcel located within a forest zone if the lot or parcel is predominantly composed of soils that are:

(a) Capable of producing zero to 20 cubic feet per acre per year of wood fiber if:

(i) All or part of at least three other lots or parcels that existed on January 1, 1993, are within a 160-acre square centered on the center of the subject tract; and

(ii) At least three dwellings existed on January 1, 1993, and continue to exist on the other lots or parcels.

(b) Capable of producing 21 to 50 cubic feet per acre per year of wood fiber if:

(i) All or part of at least seven other lots or parcels that existed on January 1, 1993, are within a 160-acre square centered on the center of the subject tract; and

(ii) At least three dwellings existed on January 1, 1993, and continue to exist on the other lots or parcels.

(c) Capable of producing more than 50 cubic feet per acre per year of wood fiber if:

(i) All or part of at least 11 other lots or parcels that existed on January 1, 1993, are within a 160-acre square centered on the center of the subject tract; and

(ii) At least three dwellings existed on January 1, 1993, and continue to exist on the other lots or parcels.

(d) Lots or parcels within urban growth boundaries shall not be used to satisfy eligibility requirements.

(e) A dwelling is in the 160-acre template if any part of the dwelling is in the 160-acre template.

(f) Except as provided by subsection (3)(g) of this section, if the subject tract abuts a road that existed on January 1, 1993, the measurement may be made by creating a 160-acre rectangle that is one mile long and one-quarter mile wide centered on the center of the subject tract and that is to the maximum extent possible, aligned with the road.

(g) The following applies where a tract 60 acres or larger abuts a road or perennial stream:

(i) The measurement shall be made in accordance with subsection (3)(f) of this section. However, one of the three required dwellings shall be on the same side of the road or stream as the tract, and:

(A) Be located within a 160-acre rectangle that is one mile long and one-quarter mile wide centered on the center of the subject tract and that is, to the maximum extent possible aligned with the road or stream; or

(B) Be within one-quarter mile from the edge of the subject tract but not outside the length of the 160-acre rectangle, and on the same side of the road or stream as the tract.

(ii) If a road crosses the tract on which the dwelling will be located, at least one of the three required dwellings shall be on the same side of the road as the proposed dwelling.

(h) A proposed "template" dwelling under this chapter is not allowed:

(i) If it is prohibited by or will not comply with the requirements of an acknowledged comprehensive plan, acknowledged land use regulations, or other provisions of law;

(ii) Unless it complies with the requirements of CCC 18.28.025 and 18.28.030;

(iii) Unless no dwellings are allowed on other lots or parcels that make up the tract and deed restrictions established under subsection (1)(c) of this section for the other lots or parcels that make up the tract are met; or

(iv) If the tract on which the dwelling will be sited includes a dwelling.

(v) The lot or parcel on which the dwelling will be sited was not lawfully established;

(vi) Any property line adjustment to the lot or parcel complied with the applicable property line adjustment provisions in ORS 92.192;

(vii) Any property line adjustment to the lot or parcel after January 1, 2019, did not have the effect of qualifying the lot or parcel for a dwelling under this section; and

(viii) If the lot or parcel on which the dwelling will be sited was part of a tract on January 1, 2019, no dwelling existed on the tract on that date, and no dwelling exists or has been approved on another lot or parcel that was part of the tract.

(i) Where other lots or parcels that make up a tract in subsection (3)(h) of this section:

(i) The applicant shall provide evidence that the covenants, conditions and restrictions form adopted as "Exhibit A" in Chapter 660 OAR, Division 6 has been recorded with the county clerk of the county or counties where the property subject to the covenants, conditions and restrictions is located.

(ii) The covenants, conditions and restrictions are irrevocable, unless a statement of release is signed by an authorized representative of the county or counties where the property subject to the covenants, conditions and restrictions is located.

(j) Notwithstanding subsection (h)(i) of this section, if the acknowledged comprehensive plan and land use regulations of a county require that a dwelling be located in a 160-acre square or rectangle described above, a dwelling is in the 160-acre square or rectangle if any part of the dwelling is in the 160-acre square or rectangle.

## Exhibit D

### 18.88.010 Uses Permitted Outright.

In the R-5 zone, the following uses and their accessory buildings and uses are permitted subject to site plan review standards of this chapter:

(1) Single-family dwellings including manufactured dwellings in compliance with CCC 18.132.010.

\*\*\*\*\*

9) One accessory dwelling unit, used in conjunction with a legal single-family dwelling, for properties located within the urban growth boundary of the city of Prineville subject to the standards set forth in CCC 18.124.140.

(10) One accessory dwelling unit in the portion of the R-5 zone west of Hwy 27 and south of Hwy 370, subject to the standards set forth in CCC 18.124.140(2).

## Exhibit E

### 18.92.010 Uses permitted outright.

In the R-10 zone, the following uses and their accessory buildings and uses are permitted subject to site plan review standards of this chapter:

(1) Single-family dwellings, including manufactured dwellings in compliance with CCC 18.132.010.

\*\*\*\*

(9) One accessory dwelling unit in the portion of the R-10 zone west of Hwy 27 and south of Hwy 370, subject to the standards set forth in CCC 18.124.140(2).

## Exhibit F

### 18.108.010 Uses permitted outright.

In the PBR-20 zone, the following uses and their accessory buildings and uses are permitted subject to site plan review standards of this chapter:

(1) Single-family dwellings, including manufactured dwellings in compliance with CCC 18.132.010.

\*\*\*\*

(8) One accessory dwelling unit in the portion of the PBR-20 zone west of Hwy 27 and south of Hwy 370, subject to the standards set forth in CCC 18.124.140(2).

## Exhibit G

### 18.124.140 Accessory dwelling units.

(1) Accessory dwelling units, as defined in CCC 18.08.010, where permitted by zoning within the city of Prineville's urban growth boundary, are subject to site plan review and the following standards:

~~(1a)~~ A maximum of one accessory dwelling unit is allowed per legal single-family dwelling.

~~(2b)~~ Floor Area. A detached accessory dwelling unit shall not exceed more than 900 square feet of habitable space.

~~(3c)~~ Building Codes. The structure shall meet all requirements of the Crook County building official. A manufactured dwelling may be utilized if all other standards can be met.

~~(4d)~~ Wastewater. The dwelling unit shall be serviced by either:

~~(a)~~ An existing septic system that meets all applicable requirements of the Crook County sanitarian and the Oregon Department of Environmental Quality. The applicant shall submit evidence that the appropriate septic system permit has been issued; or

~~(b)~~ A community/municipal sewer system, in which case, the applicant shall submit evidence that the service agency is mutually bound and able to serve the accessory dwelling unit.

~~(5e)~~ Domestic Water. The applicant must demonstrate that the property can be served by an approved drinking water source.

~~(6f)~~ The accessory dwelling unit shall share the same road approach as the primary dwelling on the property.

~~(7g)~~ The accessory dwelling unit shall meet all setback requirements of the zone in which the property is located.

~~(8)~~ There shall be one additional off street parking space for use by occupants of the accessory dwelling unit. (Ord. 313 § 5, 2019)

(2) Accessory dwelling units, as defined in CCC 18.08.010, where permitted by zoning within rural residential zones, are subject to site plan review and the following standards:

(a) Definitions. For the purposes of CCC 18.124.140(2), unless otherwise specifically provided, certain words, terms, and phrases are defined as follows:

(i) "Accessory dwelling unit" (ADU) means a residential structure that is used in connection with or that is auxiliary to a single-family dwelling.

(ii) "Area zoned for rural residential use" means land that is not located inside an urban growth boundary and that is subject to an acknowledged exception to a statewide land use planning goal

relating to farmland or forestland and planned and zoned by the county to allow residential use as a primary use.

(iii) "Single-family dwelling" means a residential structure designated as a residence for one family and sharing no common wall with another residence of any type.

(iv) "Usable floor area" means the area included within the surrounding insulated exterior walls of a structure, exclusive of attached garages, carports, decks, stairs, porch covers, or similar appurtenances.

(v) "Vacation occupancy" means occupancy in a dwelling unit, not including transient occupancy in a hotel or motel, that has all of the following characteristics:

(aa) The occupant rents the unit for vacation purposes only, not as a principal residence;

(bb) The occupant has a principal residence other than at the unit; and

(cc) The period of authorized occupancy does not exceed 45 days.

(b) Criteria for ADUs. In rural residential zones where an ADU is a permitted use, a lot or parcel may qualify for one (1) ADU subject to site plan review and the following standards:

(i) The lot or parcel is at least five acres in size;

(ii) At least one single-family dwelling is sited on the lot or parcel. For purposes of this section, "sited" means that a single-family dwelling exists on the lot or parcel, or a single-family dwelling has been approved by the Planning Department.

(iii) The lot or parcel is not located within an urban reserve area, consistent with ORS 195.137;

(iv) The ADU complies with all applicable laws and regulations relating to sanitation and wastewater disposal and treatment.

(v) The ADU must comply with the property development standards of the applicable rural residential zone, except that any ADU that is proposed on a lot or parcel that is adjacent to land zoned primarily for farm (EFU) or forest use (F-1), the ADU shall be setback at least 100 feet from the boundary of the adjacent property that is zoned for farm or forest use.

(vi) A subdivision, partition or other division of the lot or parcel so that the existing single-family dwelling is situated on a different lot or parcel than the ADU may not be approved.

(vii) Only one ADU is allowed on a qualifying lot or parcel.

(viii) The ADU will be located no farther than 100 feet from the existing single-family dwelling, measured from a wall of the single-family dwelling to the nearest part of the usable floor area of the ADU.

(ix) The ADU will not include more than 900 square feet of usable floor area as defined by CCC 18.124.140(2)(iv).

(x) The existing single-family dwelling on the lot or parcel is not subject to an order declaring it a nuisance or subject to any pending action under ORS 105.550 to 105.600.

(xi) The lot or parcel on which the ADU is located is served by a fire protection district that complies with ORS 181A.410.

(xii) The ADU provides for the following:

(A) Adequate access connecting an accessory dwelling unit with a fire protection service provider with professionals who have received training or certification described in ORS 181A.410. Adequate access is met by demonstrating compliance with sections (xii)(A)(aa) and (xii)(A)(bb), or (x)(A)(cc):

(aa) A continuous, minimum 20-foot width right(s)-of-way with unobstructed vertical clearance of not less than 13.5 feet.

(bb) A continuous, minimum 14-foot width driveway with unobstructed shoulders of three feet on each side, with an unobstructed vertical clearance of not less than 13.5 feet, with a minimum curve radius of 48 feet, designed and maintained to support minimum gross vehicle weight (GVW) of 75,000 lbs and composed on all-weather surface including, but not limited to, asphalt, gravel or concrete. Prior to receipt of an occupancy permit for the ADU, the applicant shall provide a letter from a licensed Oregon engineer confirming that the driveway meets the above-described standard.

(cc) Driveways in excess of 200 feet shall provide a 20-foot wide, 40-foot long passage (turnout) at a distance of ½ the driveway length or 400 feet, whichever is less.

(dd) Prior to submitting a land use application for an ADU, the applicant shall provide notice of its intent to construct an ADU to the applicable fire and rescue district, including the plans for access to the ADU.

(xiii) The applicant provides an evacuation plan that arranges for safe evacuation and identifies staged evacuation areas. As used in this section, "safe evacuation" means an identified route for evacuation from the ADU to the staged evacuation area. "Staged evacuation area" means a public or private location that occupants of the ADU may evacuate to.

(A) The applicant must provide written authorization from the owner of the staged evacuation area that the occupants of the ADU may evacuate to that location.

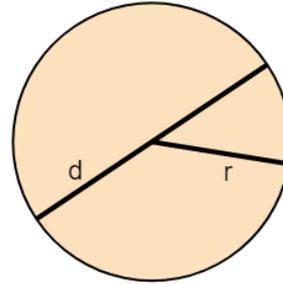
(B) The staged evacuation area that the occupants of the ADU may use must be at least 1/4 acre or 10,890 square feet, in size and kept clear of all flammable materials, including natural

vegetation, excluding irrigated lawns. The evacuation area shall have a minimum distance from the outer boundary of 59 feet and a minimum distance across of 118 feet, as shown below.

$r = 58.88 \text{ ft}$

$d = 117.75 \text{ ft}$

$\text{Area} = 10,890 \text{ ft}^2$



(B) A determination by the County that an evacuation plan meets the requirements of CCC 18.124.140(xiii) above is not a certification that the plan provides for safe evacuation and is not a certification of the safety of the identified staged evacuation areas. The County does not warrant or guarantee the effectiveness of any proposed evacuation plan and cannot be held liable in the event of property damage, injury, or death that may occur when an evacuation plan is used or followed.

(xiv) No portion of the lot or parcel is within a designated area of critical state concern as defined in Oregon Administrative Rule 660-043.

(xv) If the water supply source for the ADU or associated lands or gardens will be a well using water under ORS 537.545 (1)(b) or (d), no portion of the lot or parcel is within an area in which new or existing ground water uses under ORS 537.545 (1)(b) or (d) have been restricted by the Water Resources Commission.

(xvi) If the ADU is served by a well, the construction of the ADU shall maintain all setbacks from the well required by the Water Resources Commission or Water Resources Department.

(xvii) If the ADU will be served by a water source other than a well serving only the primary residence on the property, the applicant must provide either a letter confirming that the supplier of water "Willing and Able to Serve" the ADU.

(xviii) The applicant signs and records a restrictive covenant with Crook County Deeds and Records stating that the ADU allowed under this section will not be used for vacation occupancy.

(xix) An existing single-family dwelling and an ADU allowed under this section are considered a single unit for the purposes of calculating exemptions under ORS 537.545(1).

(xx) The accessory dwelling unit complies with the construction provisions of section R327 of the Oregon Residential Specialty Code, if:

(A) The lot or parcel is in an area identified as extreme or high wildfire risk on the statewide map of wildfire risk described in ORS 477.490; or

(B) No statewide map of wildfire risk has been adopted.

(xxi) If the lot or parcel is in an area identified on the statewide map of wildfire risk described in ORS 477.490 as within the wildland urban interface, the lot or parcel and ADU must comply with the defensible space requirements for wildfire risk reduction established by the State Fire Marshal under ORS 476.392 and any applicable local requirements for defensible space established by the local government pursuant to ORS 476.392.

## Exhibit H

### Chapter 18.126 OUTDOOR LIGHTING

#### Sections:

18.126.010 Policy and purpose.

18.126.020 Definitions.

18.126.030 Applicability.

18.126.040 Outdoor lighting standards.

18.126.050 Prohibitions.

18.126.060 Exemptions.

18.126.070 Administration and enforcement.

#### 18.126.010 Policy and purpose.

The purpose of this chapter is to provide regulations for residential, commercial, and public area outdoor lighting that will:

- A. Allow outdoor lighting appropriate to the need;
- B. Prevent light from shining onto adjacent properties, rights-of-way, or the night sky;
- C. Encourage energy conservation without decreasing safety, utility, security, and productivity;
- D. Enhance the livability and nighttime enjoyment of property in Crook County by minimizing the negative impacts exterior lighting can have on surrounding persons, properties, rights-of-way, and the environment;
- E. Establish guidelines for the installation and use of outdoor lighting that is controlled in such a way that it illuminates only the subject property and avoids illumination of surrounding properties, rights-of-way, or the night sky;
- F. Further define lighting classified as a public nuisance.

#### 18.126.020 Definitions, also located in the definitions section.

“Fully shielded” means a light fixture which has shielding applied in such a manner that all illumination emitted by the light fixture is projected below the horizontal plane, measured from the lowest point of the lowest light-emitting component.

“Glare” means light emitted from a light fixture which enters the eye directly or by reflection, causing visual discomfort and/or reduced visibility.

“Light fixture” means any electrical equipment which has been designed to provide illumination, including, but not limited to lighting used for safety, utility, security, productivity, or decorative purposes.

“Light trespass” means light emitted from a light fixture, which falls beyond the property on which it is installed.

“New light fixture” means a light fixture installed where there was previously no light fixture.

“Outdoor lighting” means any permanent or temporary light fixture installed outside the envelope of an enclosed structure.

“Replacement light fixture” means a light fixture installed in place of an existing light fixture. This does not include replacement of light-emitting components such as lightbulbs, lamps, fluorescent tubes, LEDs, or similar components, within existing light fixtures.

“Shielding” means an opaque material applied to a light fixture which serves to direct or contain illumination.

“Sky glow” means the brightening of the night sky caused by light directed or reflected upwards.

“Temporary lighting” means light fixtures which are not permanently installed and which are used not more than 90 days in any calendar year.

“Unshielded” means a light fixture which has no shielding to direct or contain illumination.

#### 18.XXX.030 Applicability.

Except as exempted by Section 124.XX.060, all outdoor lighting fixtures installed or replaced after the effective date of the ordinance codified in this chapter shall conform to its provisions. This chapter applies to any property lying within unincorporated Crook County and within the Urban Growth Boundary.

18.126.040 Outdoor lighting standards.

- A. All non-exempt light fixtures shall be fully shielded.
- B. All non-exempt light fixtures shall be installed in such a manner as to prevent light trespass.

18.126.050 Prohibitions.

- A. Laser Source Light. The use of laser source light or any similar high intensity light when projected beyond property lines or into the sky is prohibited.
- B. Searchlights. The operation of searchlights for purposes other than public safety or emergencies is prohibited, unless exempted by this chapter.

18.126.060 Exemptions.

The following light fixtures are exempt from compliance with the provisions of this chapter. These exemptions shall not prevent later adoption of standards that may address the retrofitting or removal of certain light fixtures:

- A. Outdoor light fixtures lawfully installed prior to the effective date of this chapter are exempt from all such requirements except as follows:
  - 1. A light fixture directed onto a neighboring property or right-of-way such that the glare is declared a nuisance.
  - 2. A light fixture, or fixtures, located on property that is the subject of an application for a development permit.
- B. Motion detector lights which operate automatically for periods of less than five minutes.
- C. Low-intensity ornamental lighting such as pathway lights, post-cap lights, landscape lights, and café style string lights.
- D. Any lighting used in support of search and rescue or other emergency response operations.
- E. Lighting necessary to support road work.
- F. Any lighting used in support of emergency repair, replacement, or protection of existing structures, utility facilities, or roadways, provided that any permanently installed light fixtures comply with the provisions of this chapter after the emergency has passed.
- G. Lighting necessary to support permitted water-dependent or water-related uses, quarry and mining activities, or permitted uses on land located in the Heavy Industrial Zone; however, all such lighting shall comply with the provisions of this chapter at the time of installation or replacement of a lighting fixture.
- H. Lighting associated with farming practices and agricultural use as defined in OAR 603-095-0010; however, permanent light fixtures on buildings, structures or poles associated with farm practices and agricultural use shall comply with the provisions of this chapter at the time of installation or replacement of a lighting fixture. For the purposes of this exemption, "farming practices" does not include farm stands or agri-tourism events or other commercial activities.
- I. Lighting associated with forest practices; however, permanent light fixtures on buildings, structures or poles associated with forest practices shall comply with the provisions of this chapter at installation or replacement.
- J. Airport lighting as required by state and/or federal law. All other airport lighting shall comply with the provisions of this chapter.
- K. Communication facility and/or tower lighting as required by state and/or federal law. All other communication facility lighting shall comply with the provisions of this chapter.

L. Correctional facility lighting as required by state and/or federal law. All other correctional facility lighting shall comply with the provisions of this chapter.

M. The following types of temporary lighting, used not more than 90 days in any calendar year:

1. Temporary lighting for holiday decoration purposes.

2. Temporary lighting associated with carnivals, fairs, or other permitted special events; however, permanent light fixtures located at dedicated special event sites shall conform to the standards of this chapter.

3. Temporary lighting associated with permitted film productions.

N. Lighting for U.S. flags intended to be properly displayed at night.

O. Light fixtures used in support of private and public outdoor recreation facilities, outdoor performance areas, and other similar outdoor facilities, provided lighting is extinguished within one hour after the conclusion of the final event of the day.

P. Lighting, necessary to meet federal, state, or local historic preservation standards when such lighting cannot both serve the public need and comply with the standards of this chapter.

Q. Permitted exemptions to the requirements of this chapter for up to 30 days per calendar year.

R. Street and/or pedestrian lighting located within a right-of-way; however, all lighting shall aspire to comply with the provisions of this chapter where practicable.

S. Traffic control devices in compliance with the Manual on Uniform Traffic Control Devices.

T. Sign lighting, which is subject the standards found in Title 18, Crook County Code.

18.126.070 Administration and enforcement.

A. Administration. For all new and existing outdoor light fixtures on property that is the subject of an application for a development permit, an applicant shall demonstrate the standards of this chapter are met.

B. Enforcement. This chapter may be enforced pursuant to Chapter 1.12 Enforcement, of the Crook County Code. Any non-exempt outdoor light fixture installed or replaced in violation of this chapter is a public nuisance and enforcement action may be taken pursuant to Chapter 1.12 Enforcement, of the Crook County Code.

C. The remedies provided in this chapter are not exclusive and shall not prevent the County from exercising any other remedy available under the law.

## Exhibit I

### 18.112.005 Purpose.

The purpose of this zoning district is to ameliorate the consequences of the establishment of the Juniper Acres Partitioning in 1962 by permitting a level of residential development that would not ordinarily be permitted in an exclusive farm use zone given the large number of private owners of numerous legally created parcels, and to modulate the timing of the residential development. The Crook County court had established a task force to investigate solutions to fire suppression, road construction and maintenance issues in the subdivision. These issues of public health and safety have not been addressed and the court's order stating that it is premature to issue additional building permits in the Juniper Acres subdivision remains in effect (Order 2007-80), excepting building permits may be issued for (1) an alteration, restoration, or replacement of a lawfully established land use, (2) an accessory structures to an existing lawfully established land use, and (3) for a previously approved land use that has been determined by the County Planning Department to have been initiated (vested). Except as described above, the remaining sections of this chapter shall not apply until the court determines that building permits can be issued.

## Exhibit J

### 18.124.110 Approval process – Transmission tower.

#### (1) Applicability. Height Restrictions for Transmission Towers/Site Plan Review and Conditional Use.

(a) In EFU and Forest Zones. Transmission towers less than 200 feet in height or siting on a colocation facility shall be by site plan review based upon the standards contained within this section. New towers proposed to be greater than 200 feet in height shall be by conditional use, pursuant to this section. Nothing herein shall preclude any uses permitted outright under ORS 215.213(1)(d) or 215.283(1)(d).

(b) In Zones Described in Chapters 18.48, 18.52, 18.56, 18.68, 18.88, 18.92, 18.108 and 18.112 CCC. A new transmission tower less than 30 feet in height either from the existing grade or, if located on an existing building, from the base monopole, shall be by site plan review based on the standards contained within this section. Lattice towers shall not be permitted to be constructed on existing buildings. New towers proposed to be greater than 30 feet in height shall be by conditional use pursuant to this section. Colocation facilities shall be approved pursuant to CCC 18.160.050(17)(b).

#### (2) Conditional Use Approval. An application for a conditional use permit for a transmission tower or its equivalent in the EFU and forest zones shall comply with the applicable standards, setbacks and criteria of the base zone, any combining zone and the following requirements:

(a) Preapplication Conference. Applicant shall attend a scheduled preapplication conference prior to the submission of a land use application. An application for a transmission tower will not be deemed complete until the applicant has had a preapplication conference with the planning department staff. The planning staff shall require payment by the prospective applicant of a fee commensurate with the estimated duration of this conference.

(b) Neighborhood Meeting. Prior to submitting an application for a transmission tower, the applicant shall provide notice of and hold a meeting with interested owners of the property nearby to a potential facility location. Notice shall be in writing and shall be mailed no less than 10 days prior to the date set for the meeting to owners of record of property within a notice area of 2,000 feet of the boundary of the property on which the applicant proposes to establish a tower or monopole greater than 30 feet in height. For the purpose of this section, the property on which an applicant proposes to establish a transmission tower includes the lot of record on which the applicant will locate the facility and all contiguous lots of record held in common ownership. The applicant shall notify the owners of record of a minimum of 20 properties located within 660 feet of the affected property. If the number of owners of property notified in the notice area does not equal at least 20, the applicant shall notify the owners of record of property within the next increment of 660 feet from the initial notice area until the number of owners of property notified reaches at least 20. The applicant shall also provide a copy of this notice to the planning department.

(c) Balloon or Crane Test. After the neighborhood meeting, the applicant shall conduct a test with a balloon or a crane to provide an estimate of the ultimate height of a support structure proposed as part of the transmission tower. The applicant shall notify all persons attending the neighborhood meeting of the date, the time, and the location of the test. The applicant shall schedule the balloon test so that it can be conducted no later than two business days following the date of the neighborhood meeting or such time as is agreeable to the neighbors at the meeting, but in no event shall the balloon test occur

more than 30 days following the date of the neighborhood meeting. Notice of this test shall be provided to the planning staff.

(d) The preapplication conference shall be completed prior to scheduling the neighborhood meeting or conducting the balloon/crane test.

(e3) Submittal Requirements. An application for a transmission tower in either an EFU zone or a forest zone shall include:

(a) A copy of the executed lease from the owner of the site of the property where the tower will be located;

(b) A copy of the applicant's Federal Communications Commission license. A copy of this document will not be required to be submitted if applicant is not a personal wireless service provider, and is seeking approval only for a support structure for a wireless telecommunications facility;

(c) For a new tower, a map that shows the applicant's search area for the proposed site and the properties within the search ring, including locations of existing telecommunications towers or monopoles;

(d) For a new tower, a copy of the written notice of the required neighborhood meeting and a certificate of mailing showing that the notice was mailed to the list of property owners falling within the notice area designated under CCC 18.124.110(2);

(e) For a new tower, a transcript of the neighborhood meeting or copies of the audiotape recordings of the meeting. The applicant shall also submit a list of attendees, including the date, time, and location of the meeting;

(f) A site plan showing the location of the proposed facility and its components. The site plan shall also identify the location of the existing and proposed landscaping, any equipment shelters, utility connections, and fencing proposed to enclose the facility, and lighting if any is proposed. Describe primary and emergency energy sources proposed for the cell tower;

(g) A copy of the design specifications, including photographs or manufacturer's graphic representations of proposed colors, and an elevation of an antenna array proposed with the facility, and lighting, if any, for the facility;

(h) An elevation drawing of the facility and a photographic simulation of the facility showing how it would fit into the landscape. The elevation drawing shall be drawn to scale and show the existing trees adjacent to the proposed facility and show the height of such trees from existing grade to the highest portion of each tree. This documentation shall include any support structure, transmission equipment including antennas and microwave dishes, and any ground-based equipment cabinets or shelters;

(i) A copy of a letter of determination from the Federal Aviation Administration or the Oregon Department of Transportation – Aeronautics Division as to whether any requirements, including but not limited to aviation lighting, would be required for the proposed facility. Such letter of determination shall be submitted prior to issuance of a decision by the county planning authority;

(xj) An agreement and security in accordance with CCC 17.40.080 and 17.40.090 for removal of any support structure and any ground-based equipment or accessory structures, such as equipment buildings and security fences;

(xik) Proof that the applicant is not able to ~~colocate~~ collocate similar telecommunication structures on existing transmission facilities or locate on existing structures;

(xiii) In the event that the applicant plans to develop more than one tower in Crook County, the applicant shall simultaneously submit a tentative plan for future tower site development in the county.

## Exhibit B

### 18.16.052 Farm brewery; conditions; permissible uses; reporting.

#### (1) Definitions:

- (a) "Agri-tourism or other commercial events" includes outdoor concerts for which admission is charged, educational, cultural, health or lifestyle events, facility rentals, celebratory gatherings and other events at which the promotion of malt beverages produced in conjunction with the farm brewery is a secondary purpose of the event.
- (b) "Brewer" means a person who makes malt beverages.
- (c) "Farm brewery" means a facility, located on or contiguous to a hop farm, used primarily for the commercial production, shipping and distribution, wholesale or retail sales, or tasting of malt beverages made with ingredients grown on the hop farm.
- (d) "Hop farm" means a tract of land planted with hops.
- (e) "Malt beverage" has the meaning given that term in ORS 471.001.
- (f) "On-site retail sale" includes the retail sale of malt beverages in person at the farm brewery site, through a club or over the Internet or telephone.

#### (2) (a) A farm brewery may be established as a permitted use on land zoned for exclusive farm use under ORS 215.213 (1)(bb) and 215.283 (1)(z) or on land zoned for mixed farm and forest use if the farm brewery:

- ~~(a)~~(A) Produces less than 150,000 barrels of malt beverages annually, inclusive of malt beverages produced by the farm brewery's owners or operators at the farm brewery or elsewhere, through any entity owned or affiliated with the farm brewery;
- ~~(b)~~(B) Produces less than 15,000 barrels of malt beverages annually on the farm brewery site; and
- ~~(c)~~(C)(i) Owns an on-site hop farm of at least 15 acres;
  - ~~(i)~~(ii) Owns a contiguous hop farm of at least 15 acres;
  - ~~(ii)~~(iii) Has a long-term contract for the purchase of all of the hops from at least 15 acres of a hop farm contiguous to the farm brewery; or
  - ~~(iii)~~(iv) Obtains hops from a total of 15 acres from any combination of sources described in sub-subparagraph (c), (i) or (ii) of this subparagraph.
- ~~(d)~~(b) For purposes of this subsection, land planted with other ingredients used in malt beverages produced by the farm brewery counts towards the acreage minimums.

#### (3) In addition to any other activities authorized for a farm brewery, a farm brewery established under this section may:

- (a) Market malt beverages produced in conjunction with the farm brewery.
- (b) Conduct operations that are directly related to the sale or marketing of malt beverages produced in conjunction with the farm brewery, including:
  - ~~(i)~~(a) Malt beverage tastings in a tasting room or other location on the premises occupied by the farm brewery;
  - ~~(ii)~~(b) Malt beverage club activities;
  - ~~(iii)~~(c) Brewer luncheons and dinners;
  - ~~(iv)~~(d) Farm brewery and hop farm tours;
  - ~~(v)~~(e) Meetings or business activities with farm brewery suppliers, distributors, wholesale customers and malt beverage industry members;
  - ~~(vi)~~(f) Farm brewery staff activities;
  - ~~(vii)~~(g) Open house promotions of malt beverages produced in conjunction with the farm brewery; and

~~(viii)~~(h) Similar activities conducted for the primary purpose of promoting malt beverages produced in conjunction with the farm brewery.

(c) Market and sell items directly related to the sale or promotion of malt beverages produced in conjunction with the farm brewery, the marketing and sale of which is incidental to on-site retail sale of malt beverages, including food and beverages:

~~(i)~~(A) Required to be made available in conjunction with the consumption of malt beverages on the premises by the Liquor Control Act or rules adopted under the Liquor Control Act; or

~~(ii)~~(B) Served in conjunction with an activity authorized by paragraph (b), (d) or (e) of this subsection.

(d) Subject to subsections (5) to (8) of this section, carry out agri-tourism or other commercial events on the tract occupied by the farm brewery.

(e) Host charitable activities for which the farm brewery does not charge a facility rental fee.

(f) Site a bed and breakfast as a home occupation on the same tract as, and in association with, the farm brewery.

(4) A farm brewery may include on-site kitchen facilities licensed by the Oregon Health Authority under ORS 624.010 to 624.121 for the preparation of food and beverages described in subsection (4)(c) of this section. Food and beverage services authorized under subsection (4)(c) of this section may not utilize menu options or meal services that cause the kitchen facilities to function as a cafe or other dining establishment open to the public.

(5)(a) The gross income of the farm brewery from the sale of incidental items or services provided pursuant to subsection (4)(c) to (e) of this section may not exceed 25 percent of the gross income from the on-site retail sale of malt beverages produced in conjunction with the farm brewery. The gross income of a farm brewery does not include income received by third parties unaffiliated with the farm brewery.

~~(a)~~(b) At the request of a local government with land use jurisdiction over the site of a farm brewery, the farm brewery shall submit to the local government a written statement prepared by a certified public accountant that certifies the compliance of the farm brewery with this subsection for the previous tax year.

(6) Except as provided by subsections (8) and (9) of this section, a farm brewery may carry out agri-tourism or other commercial events described in subsection (4)(d) of this section for up to 18 days per calendar year.

(7) (a) A local government with land use jurisdiction over the site of a farm brewery shall ensure that agri-tourism or other commercial events occurring as described in subsection (3)(d) of this section are subordinate to the production and sale of malt beverages and do not create significant adverse impacts to uses on surrounding land.

(b) A local government may impose conditions on a license or permit issued pursuant to subsection (6) of this section as necessary to meet the requirements of paragraph (a) of this subsection.

The conditions must be related to:

(A) The number of event attendees;

(B) The hours of event operation;

(C) Access and parking;

(D) Traffic management;

(E) Noise management; and

(F) Sanitation and solid waste.

(8) A local government may charge a fee for processing a license or permit under subsections (6) of this section. The fee may not exceed the actual or average cost of providing the applicable licensing or permitting service.

(9) When a bed and breakfast facility is sited as a home occupation on the same tract as a farm brewery as described in subsection (3)(f) of this section:

- (a) The bed and breakfast facility may prepare and serve two meals per day to the registered guests of the bed and breakfast facility; and
- (b) The meals may be served at the bed and breakfast facility or at the farm brewery.

(10) A farm brewery operating under this section shall provide parking for all activities or uses of the tract on which the farm brewery is situated.

(11) A local government with land use jurisdiction over the site of a farm brewery shall ensure that the farm brewery complies with:

- (a) Local criteria regarding floodplains, geologic hazards, the Willamette River Greenway, solar access and airport safety;
- (b) Regulations of general applicability for the public health and safety; and
- (c) Regulations for resource protection acknowledged to comply with any statewide goal relating to open spaces, scenic and historic areas and natural resources.

(12)(a) For the purpose of limiting demonstrated conflicts with accepted farm and forest practices on adjacent lands, a local government with land use jurisdiction over the site of a farm brewery shall:

- ~~(A)~~(A) Except as provided in paragraph (b) of this subsection, establish a setback of at least 100 feet from all property lines for the farm brewery and all public gathering places; and
- ~~(B)~~(B) Require farm breweries to provide direct road access and internal circulation for the farm brewery and all public gathering places.

(b) A local government may allow a setback of less than 100 feet by granting a farm brewery an adjustment or variance to the requirement described in paragraph (a)(A) of this subsection.

BEFORE THE BOARD OF COMMISSIONERS OF CROOK COUNTY, OREGON

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

ORDINANCE 344

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

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

NOW, THEREFORE, the Board of County Commissioners ordains as follows:

**Section One:** The above recitals and exhibits are adopted into and made a part of this Ordinance No. 344 as the County's findings of fact.

**Section Two:** The Use Table for Crook County Code section 18.16.010, use 3.45 "Farm Brewery" is added as depicted on the attached Exhibit A, with additions underlined.

**Section Three:** A new section, 18.16.052 "Farm brewery; conditions; permissible uses; reporting." is added to the Crook County Code chapter 18.16 as depicted on the attached Exhibit B, with additions underlined.

**Section Four:** Crook County Code section 18.28.015 "Use standards." is amended to read as depicted on the attached Exhibit C, with additions underlined and deletions ~~struck through~~.

**Section Five:** Crook County Code section 18.88.010, “Uses Permitted Outright.” is amended to read as depicted on the attached Exhibit D, with additions underlined and deletions ~~struck through~~.

**Section Six:** Crook County Code section 18.92.010, “Uses Permitted Outright.” is amended to read as depicted on the attached Exhibit E, with additions underlined and deletions ~~struck through~~.

**Section Seven:** Crook County Code section 18.108.010, “Uses Permitted Outright.” is amended to read as depicted on the attached Exhibit F, with additions underlined and deletions ~~struck through~~.

**Section Eight:** Crook County Code section 18.124.140 “Accessory dwelling units.” is amended to read as depicted on the attached Exhibit G, with additions underlined and deletions ~~struck through~~.

**Section Nine:** A new chapter, 18.126 “Outdoor Lighting” is added to the Crook County Code as depicted on the attached Exhibit H, with additions underlined.

**Section Ten:** Crook County Code section 18.112.005, “Purpose,” is amended to read as depicted on the attached Exhibit I, with additions underlined and deletions ~~struck through~~.

**Section Eleven:** Crook County Code section 18.124.110, “Approval process – Transmission tower,” is amended to read as depicted on the attached Exhibit J, with additions underlined and deletions ~~struck through~~.

**Section Twelve:** If any court of competent authority invalidates a portion of this Ordinance 344, the remaining portions will continue in full force and effect.

**Section Thirteen:** Ordinance 344 being immediately necessary for health, welfare, and safety of the people of Crook County, and emergency is hereby declared to exist, and this Ordinance 344 shall become effective upon signing.

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

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

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 2024

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Commissioner Seth Crawford

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Commissioner Susan Hermreck

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Commissioner Brian Barney

Vote:	Aye	Nay	Excused
Seth Crawford	—	—	—
Susan Hermreck	—	—	—
Brian Barney	—	—	—

**Exhibit A**

**18.16.010 Use Table**

<b>3</b>	<b>Commercial Uses</b>			
3.1	Dog training classes or testing trials.	STS	Notice and Opportunity for Hearing	18.16.015(5)
3.2	Farm stand.	STS	Notice and Opportunity for Hearing	18.16.015(6)
3.3	Winery.	STS	Notice and Opportunity for Hearing	18.16.050
3.4	Cider business.	STS	Notice and Opportunity for Hearing	18.16.050
<u>3.45</u>	<u>Farm Brewery</u>	<u>STS</u>	<u>Notice and Opportunity for Hearing</u>	<u>18.16.052</u>

## Exhibit B

### 18.16.052 Farm brewery; conditions; permissible uses; reporting.

#### (1) Definitions:

- (a) "Agri-tourism or other commercial events" includes outdoor concerts for which admission is charged, educational, cultural, health or lifestyle events, facility rentals, celebratory gatherings and other events at which the promotion of malt beverages produced in conjunction with the farm brewery is a secondary purpose of the event.
- (b) "Brewer" means a person who makes malt beverages.
- (c) "Farm brewery" means a facility, located on or contiguous to a hop farm, used primarily for the commercial production, shipping and distribution, wholesale or retail sales, or tasting of malt beverages made with ingredients grown on the hop farm.
- (d) "Hop farm" means a tract of land planted with hops.
- (e) "Malt beverage" has the meaning given that term in ORS 471.001.
- (f) "On-site retail sale" includes the retail sale of malt beverages in person at the farm brewery site, through a club or over the Internet or telephone.

#### (2) (a) A farm brewery may be established as a permitted use on land zoned for exclusive farm use under ORS 215.213 (1)(bb) and 215.283 (1)(z) or on land zoned for mixed farm and forest use if the farm brewery:

- (A) Produces less than 150,000 barrels of malt beverages annually, inclusive of malt beverages produced by the farm brewery's owners or operators at the farm brewery or elsewhere, through any entity owned or affiliated with the farm brewery;
- (B) Produces less than 15,000 barrels of malt beverages annually on the farm brewery site; and
- (C)(i) Owns an on-site hop farm of at least 15 acres;
  - (ii) Owns a contiguous hop farm of at least 15 acres;
  - (iii) Has a long-term contract for the purchase of all of the hops from at least 15 acres of a hop farm contiguous to the farm brewery; or
  - (iv) Obtains hops from a total of 15 acres from any combination of sources described in subparagraph (c), (i) or (ii) of this subparagraph.
- (b) For purposes of this subsection, land planted with other ingredients used in malt beverages produced by the farm brewery counts towards the acreage minimums.

#### (3) In addition to any other activities authorized for a farm brewery, a farm brewery established under this section may:

- (a) Market malt beverages produced in conjunction with the farm brewery.
- (b) Conduct operations that are directly related to the sale or marketing of malt beverages produced in conjunction with the farm brewery, including:
  - (a) Malt beverage tastings in a tasting room or other location on the premises occupied by the farm brewery;
  - (b) Malt beverage club activities;
  - (c) Brewer luncheons and dinners;
  - (d) Farm brewery and hop farm tours;
  - (e) Meetings or business activities with farm brewery suppliers, distributors, wholesale customers and malt beverage industry members;
  - (f) Farm brewery staff activities;
  - (g) Open house promotions of malt beverages produced in conjunction with the farm brewery; and

~~(viii)~~(h) Similar activities conducted for the primary purpose of promoting malt beverages produced in conjunction with the farm brewery.

(c) Market and sell items directly related to the sale or promotion of malt beverages produced in conjunction with the farm brewery, the marketing and sale of which is incidental to on-site retail sale of malt beverages, including food and beverages:

~~(i)~~(A) Required to be made available in conjunction with the consumption of malt beverages on the premises by the Liquor Control Act or rules adopted under the Liquor Control Act; or

~~(ii)~~(B) Served in conjunction with an activity authorized by paragraph (b), (d) or (e) of this subsection.

(d) Subject to subsections (5) to (8) of this section, carry out agri-tourism or other commercial events on the tract occupied by the farm brewery.

(e) Host charitable activities for which the farm brewery does not charge a facility rental fee.

(f) Site a bed and breakfast as a home occupation on the same tract as, and in association with, the farm brewery.

(4) A farm brewery may include on-site kitchen facilities licensed by the Oregon Health Authority under ORS 624.010 to 624.121 for the preparation of food and beverages described in subsection (4)(c) of this section. Food and beverage services authorized under subsection (4)(c) of this section may not utilize menu options or meal services that cause the kitchen facilities to function as a cafe or other dining establishment open to the public.

(5)(a) The gross income of the farm brewery from the sale of incidental items or services provided pursuant to subsection (4)(c) to (e) of this section may not exceed 25 percent of the gross income from the on-site retail sale of malt beverages produced in conjunction with the farm brewery. The gross income of a farm brewery does not include income received by third parties unaffiliated with the farm brewery.

~~(a)~~(b) At the request of a local government with land use jurisdiction over the site of a farm brewery, the farm brewery shall submit to the local government a written statement prepared by a certified public accountant that certifies the compliance of the farm brewery with this subsection for the previous tax year.

(6) Except as provided by subsections (8) and (9) of this section, a farm brewery may carry out agri-tourism or other commercial events described in subsection (4)(d) of this section for up to 18 days per calendar year.

(7) (a) A local government with land use jurisdiction over the site of a farm brewery shall ensure that agri-tourism or other commercial events occurring as described in subsection (3)(d) of this section are subordinate to the production and sale of malt beverages and do not create significant adverse impacts to uses on surrounding land.

(b) A local government may impose conditions on a license or permit issued pursuant to subsection (6) of this section as necessary to meet the requirements of paragraph (a) of this subsection.

The conditions must be related to:

(A) The number of event attendees;

(B) The hours of event operation;

(C) Access and parking;

(D) Traffic management;

(E) Noise management; and

(F) Sanitation and solid waste.

(8) A local government may charge a fee for processing a license or permit under subsections (6) of this section. The fee may not exceed the actual or average cost of providing the applicable licensing or permitting service.

(9) When a bed and breakfast facility is sited as a home occupation on the same tract as a farm brewery as described in subsection (3)(f) of this section:

- (a) The bed and breakfast facility may prepare and serve two meals per day to the registered guests of the bed and breakfast facility; and
- (b) The meals may be served at the bed and breakfast facility or at the farm brewery.

(10) A farm brewery operating under this section shall provide parking for all activities or uses of the tract on which the farm brewery is situated.

(11) A local government with land use jurisdiction over the site of a farm brewery shall ensure that the farm brewery complies with:

- (a) Local criteria regarding floodplains, geologic hazards, the Willamette River Greenway, solar access and airport safety;
- (b) Regulations of general applicability for the public health and safety; and
- (c) Regulations for resource protection acknowledged to comply with any statewide goal relating to open spaces, scenic and historic areas and natural resources.

(12)(a) For the purpose of limiting demonstrated conflicts with accepted farm and forest practices on adjacent lands, a local government with land use jurisdiction over the site of a farm brewery shall:

- ~~(A)~~(A) Except as provided in paragraph (b) of this subsection, establish a setback of at least 100 feet from all property lines for the farm brewery and all public gathering places; and
- ~~(B)~~(B) Require farm breweries to provide direct road access and internal circulation for the farm brewery and all public gathering places.

(b) A local government may allow a setback of less than 100 feet by granting a farm brewery an adjustment or variance to the requirement described in paragraph (a)(A) of this subsection.

## Exhibit C

### 18.28.015 Use standards.

(3) A single-family "template" dwelling authorized under ORS 215.750 on a lot or parcel located within a forest zone if the lot or parcel is predominantly composed of soils that are:

(a) Capable of producing zero to 20 cubic feet per acre per year of wood fiber if:

(i) All or part of at least three other lots or parcels that existed on January 1, 1993, are within a 160-acre square centered on the center of the subject tract; and

(ii) At least three dwellings existed on January 1, 1993, and continue to exist on the other lots or parcels.

(b) Capable of producing 21 to 50 cubic feet per acre per year of wood fiber if:

(i) All or part of at least seven other lots or parcels that existed on January 1, 1993, are within a 160-acre square centered on the center of the subject tract; and

(ii) At least three dwellings existed on January 1, 1993, and continue to exist on the other lots or parcels.

(c) Capable of producing more than 50 cubic feet per acre per year of wood fiber if:

(i) All or part of at least 11 other lots or parcels that existed on January 1, 1993, are within a 160-acre square centered on the center of the subject tract; and

(ii) At least three dwellings existed on January 1, 1993, and continue to exist on the other lots or parcels.

(d) Lots or parcels within urban growth boundaries shall not be used to satisfy eligibility requirements.

(e) A dwelling is in the 160-acre template if any part of the dwelling is in the 160-acre template.

(f) Except as provided by subsection (3)(g) of this section, if the subject tract abuts a road that existed on January 1, 1993, the measurement may be made by creating a 160-acre rectangle that is one mile long and one-quarter mile wide centered on the center of the subject tract and that is to the maximum extent possible, aligned with the road.

(g) The following applies where a tract 60 acres or larger abuts a road or perennial stream:

(i) The measurement shall be made in accordance with subsection (3)(f) of this section. However, one of the three required dwellings shall be on the same side of the road or stream as the tract, and:

(A) Be located within a 160-acre rectangle that is one mile long and one-quarter mile wide centered on the center of the subject tract and that is, to the maximum extent possible aligned with the road or stream; or

(B) Be within one-quarter mile from the edge of the subject tract but not outside the length of the 160-acre rectangle, and on the same side of the road or stream as the tract.

(ii) If a road crosses the tract on which the dwelling will be located, at least one of the three required dwellings shall be on the same side of the road as the proposed dwelling.

(h) A proposed "template" dwelling under this chapter is not allowed:

(i) If it is prohibited by or will not comply with the requirements of an acknowledged comprehensive plan, acknowledged land use regulations, or other provisions of law;

(ii) Unless it complies with the requirements of CCC 18.28.025 and 18.28.030;

(iii) Unless no dwellings are allowed on other lots or parcels that make up the tract and deed restrictions established under subsection (1)(c) of this section for the other lots or parcels that make up the tract are met; or

(iv) If the tract on which the dwelling will be sited includes a dwelling.

(v) The lot or parcel on which the dwelling will be sited was not lawfully established;

(vi) Any property line adjustment to the lot or parcel complied with the applicable property line adjustment provisions in ORS 92.192;

(vii) Any property line adjustment to the lot or parcel after January 1, 2019, did not have the effect of qualifying the lot or parcel for a dwelling under this section; and

(viii) If the lot or parcel on which the dwelling will be sited was part of a tract on January 1, 2019, no dwelling existed on the tract on that date, and no dwelling exists or has been approved on another lot or parcel that was part of the tract.

(i) Where other lots or parcels that make up a tract in subsection (3)(h) of this section:

(i) The applicant shall provide evidence that the covenants, conditions and restrictions form adopted as "Exhibit A" in Chapter 660 OAR, Division 6 has been recorded with the county clerk of the county or counties where the property subject to the covenants, conditions and restrictions is located.

(ii) The covenants, conditions and restrictions are irrevocable, unless a statement of release is signed by an authorized representative of the county or counties where the property subject to the covenants, conditions and restrictions is located.

(i) Notwithstanding subsection (h)(i) of this section, if the acknowledged comprehensive plan and land use regulations of a county require that a dwelling be located in a 160-acre square or rectangle described above, a dwelling is in the 160-acre square or rectangle if any part of the dwelling is in the 160-acre square or rectangle.

## Exhibit D

### 18.88.010 Uses Permitted Outright.

In the R-5 zone, the following uses and their accessory buildings and uses are permitted subject to site plan review standards of this chapter:

(1) Single-family dwellings including manufactured dwellings in compliance with CCC 18.132.010.

\*\*\*\*\*

9) One accessory dwelling unit, used in conjunction with a legal single-family dwelling, for properties located within the urban growth boundary of the city of Prineville subject to the standards set forth in CCC 18.124.140.

(10) One accessory dwelling unit in the portion of the R-5 zone west of Hwy 27 and south of Hwy 370, subject to the standards set forth in CCC 18.124.140(2).

## Exhibit E

### 18.92.010 Uses permitted outright.

In the R-10 zone, the following uses and their accessory buildings and uses are permitted subject to site plan review standards of this chapter:

(1) Single-family dwellings, including manufactured dwellings in compliance with CCC 18.132.010.

\*\*\*\*

(9) One accessory dwelling unit in the portion of the R-10 zone west of Hwy 27 and south of Hwy 370, subject to the standards set forth in CCC 18.124.140(2).

## Exhibit F

### 18.108.010 Uses permitted outright.

In the PBR-20 zone, the following uses and their accessory buildings and uses are permitted subject to site plan review standards of this chapter:

(1) Single-family dwellings, including manufactured dwellings in compliance with CCC 18.132.010.

\*\*\*\*

(8) One accessory dwelling unit in the portion of the PBR-20 zone west of Hwy 27 and south of Hwy 370, subject to the standards set forth in CCC 18.124.140(2).

## Exhibit G

### 18.124.140 Accessory dwelling units.

(1) Accessory dwelling units, as defined in CCC 18.08.010, where permitted by zoning within the city of Prineville's urban growth boundary, are subject to site plan review and the following standards:

(1a) A maximum of one accessory dwelling unit is allowed per legal single-family dwelling.

(2b) Floor Area. A detached accessory dwelling unit shall not exceed more than 900 square feet of habitable space.

(3c) Building Codes. The structure shall meet all requirements of the Crook County building official. A manufactured dwelling may be utilized if all other standards can be met.

(4d) Wastewater. The dwelling unit shall be serviced by either:

(a) An existing septic system that meets all applicable requirements of the Crook County sanitarian and the Oregon Department of Environmental Quality. The applicant shall submit evidence that the appropriate septic system permit has been issued; or

(b) A community/municipal sewer system, in which case, the applicant shall submit evidence that the service agency is mutually bound and able to serve the accessory dwelling unit.

(5e) Domestic Water. The applicant must demonstrate that the property can be served by an approved drinking water source.

(6f) The accessory dwelling unit shall share the same road approach as the primary dwelling on the property.

(7g) The accessory dwelling unit shall meet all setback requirements of the zone in which the property is located.

~~(8) There shall be one additional off-street parking space for use by occupants of the accessory dwelling unit. (Ord. 313 § 5, 2019)~~

(2) Accessory dwelling units, as defined in CCC 18.08.010, where permitted by zoning within rural residential zones, are subject to site plan review and the following standards:

(a) Definitions. For the purposes of CCC 18.124.140(2), unless otherwise specifically provided, certain words, terms, and phrases are defined as follows:

(i) "Accessory dwelling unit" (ADU) means a residential structure that is used in connection with or that is auxiliary to a single-family dwelling.

(ii) "Area zoned for rural residential use" means land that is not located inside an urban growth boundary and that is subject to an acknowledged exception to a statewide land use planning goal

relating to farmland or forestland and planned and zoned by the county to allow residential use as a primary use.

(iii) "Single-family dwelling" means a residential structure designated as a residence for one family and sharing no common wall with another residence of any type.

(iv) "Usable floor area" means the area included within the surrounding insulated exterior walls of a structure, exclusive of attached garages, carports, decks, stairs, porch covers, or similar appurtenances.

(v) "Vacation occupancy" means occupancy in a dwelling unit, not including transient occupancy in a hotel or motel, that has all of the following characteristics:

(aa) The occupant rents the unit for vacation purposes only, not as a principal residence;

(bb) The occupant has a principal residence other than at the unit; and

(cc) The period of authorized occupancy does not exceed 45 days.

(b) Criteria for ADUs. In rural residential zones where an ADU is a permitted use, a lot or parcel may qualify for one (1) ADU subject to site plan review and the following standards:

(i) The lot or parcel is at least five acres in size;

(ii) At least one single-family dwelling is sited on the lot or parcel. For purposes of this section, "sited" means that a single-family dwelling exists on the lot or parcel, or a single-family dwelling has been approved by the Planning Department.

(iii) The lot or parcel is not located within an urban reserve area, consistent with ORS 195.137;

(iv) The ADU complies with all applicable laws and regulations relating to sanitation and wastewater disposal and treatment.

(v) The ADU must comply with the property development standards of the applicable rural residential zone, except that any ADU that is proposed on a lot or parcel that is adjacent to land zoned primarily for farm (EFU) or forest use (F-1), the ADU shall be setback at least 100 feet from the boundary of the adjacent property that is zoned for farm or forest use.

(vi) A subdivision, partition or other division of the lot or parcel so that the existing single-family dwelling is situated on a different lot or parcel than the ADU may not be approved.

(vii) Only one ADU is allowed on a qualifying lot or parcel.

(viii) The ADU will be located no farther than 100 feet from the existing single-family dwelling, measured from a wall of the single-family dwelling to the nearest part of the usable floor area of the ADU.

(ix) The ADU will not include more than 900 square feet of usable floor area as defined by CCC 18.124.140(2)(iv).

(x) The existing single-family dwelling on the lot or parcel is not subject to an order declaring it a nuisance or subject to any pending action under ORS 105.550 to 105.600.

(xi) The lot or parcel on which the ADU is located is served by a fire protection district that complies with ORS 181A.410.

(xii) The ADU provides for the following:

(A) Adequate access connecting an accessory dwelling unit with a fire protection service provider with professionals who have received training or certification described in ORS 181A.410. Adequate access is met by demonstrating compliance with sections (xii)(A)(aa) and (xii)(A)(bb), or (x)(A)(cc):

(aa) A continuous, minimum 20-foot width right(s)-of-way with unobstructed vertical clearance of not less than 13.5 feet.

(bb) A continuous, minimum 14-foot width driveway with unobstructed shoulders of three feet on each side, with an unobstructed vertical clearance of not less than 13.5 feet, with a minimum curve radius of 48 feet, designed and maintained to support minimum gross vehicle weight (GVW) of 75,000 lbs and composed on all-weather surface including, but not limited to, asphalt, gravel or concrete. Prior to receipt of an occupancy permit for the ADU, the applicant shall provide a letter from a licensed Oregon engineer confirming that the driveway meets the above-described standard.

(cc) Driveways in excess of 200 feet shall provide a 20-foot wide, 40-foot long passage (turnout) at a distance of ½ the driveway length or 400 feet, whichever is less.

(dd) Prior to submitting a land use application for an ADU, the applicant shall provide notice of its intent to construct an ADU to the applicable fire and rescue district, including the plans for access to the ADU.

(xiii) The applicant provides an evacuation plan that arranges for safe evacuation and identifies staged evacuation areas. As used in this section, "safe evacuation" means an identified route for evacuation from the ADU to the staged evacuation area. "Staged evacuation area" means a public or private location that occupants of the ADU may evacuate to.

(A) The applicant must provide written authorization from the owner of the staged evacuation area that the occupants of the ADU may evacuate to that location.

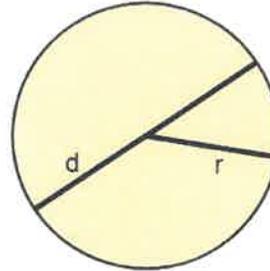
(B) The staged evacuation area that the occupants of the ADU may use must be at least 1/4 acre or 10,890 square feet, in size and kept clear of all flammable materials, including natural

vegetation, excluding irrigated lawns. The evacuation area shall have a minimum distance from the outer boundary of 59 feet and a minimum distance across of 118 feet, as shown below.

$r = 58.88 \text{ ft}$

$d = 117.75 \text{ ft}$

$\text{Area} = 10,890 \text{ ft}^2$



(B) A determination by the County that an evacuation plan meets the requirements of CCC 18.124.140(xiii) above is not a certification that the plan provides for safe evacuation and is not a certification of the safety of the identified staged evacuation areas. The County does not warrant or guarantee the effectiveness of any proposed evacuation plan and cannot be held liable in the event of property damage, injury, or death that may occur when an evacuation plan is used or followed.

(xiv) No portion of the lot or parcel is within a designated area of critical state concern as defined in Oregon Administrative Rule 660-043.

(xv) If the water supply source for the ADU or associated lands or gardens will be a well using water under ORS 537.545 (1)(b) or (d), no portion of the lot or parcel is within an area in which new or existing ground water uses under ORS 537.545 (1)(b) or (d) have been restricted by the Water Resources Commission.

(xvi) If the ADU is served by a well, the construction of the ADU shall maintain all setbacks from the well required by the Water Resources Commission or Water Resources Department.

(xvii) If the ADU will be served by a water source other than a well serving only the primary residence on the property, the applicant must provide either a letter confirming that the supplier of water "Willing and Able to Serve" the ADU.

(xviii) The applicant signs and records a restrictive covenant with Crook County Deeds and Records stating that the ADU allowed under this section will not be used for vacation occupancy.

(xix) An existing single-family dwelling and an ADU allowed under this section are considered a single unit for the purposes of calculating exemptions under ORS 537.545(1).

(xx) The accessory dwelling unit complies with the construction provisions of section R327 of the Oregon Residential Specialty Code, if:

(A) The lot or parcel is in an area identified as extreme or high wildfire risk on the statewide map of wildfire risk described in ORS 477.490; or

(B) No statewide map of wildfire risk has been adopted.

(xxi) If the lot or parcel is in an area identified on the statewide map of wildfire risk described in ORS 477.490 as within the wildland urban interface, the lot or parcel and ADU must comply with the defensible space requirements for wildfire risk reduction established by the State Fire Marshal under ORS 476.392 and any applicable local requirements for defensible space established by the local government pursuant to ORS 476.392.

## Exhibit H

### Chapter 18.126 OUTDOOR LIGHTING

#### Sections:

18.126.010 Policy and purpose.

18.126.020 Definitions.

18.126.030 Applicability.

18.126.040 Outdoor lighting standards.

18.126.050 Prohibitions.

18.126.060 Exemptions.

18.126.070 Administration and enforcement.

#### 18.126.010 Policy and purpose.

The purpose of this chapter is to provide regulations for residential, commercial, and public area outdoor lighting that will:

- A. Allow outdoor lighting appropriate to the need;
- B. Prevent light from shining onto adjacent properties, rights-of-way, or the night sky;
- C. Encourage energy conservation without decreasing safety, utility, security, and productivity;
- D. Enhance the livability and nighttime enjoyment of property in Crook County by minimizing the negative impacts exterior lighting can have on surrounding persons, properties, rights-of-way, and the environment;
- E. Establish guidelines for the installation and use of outdoor lighting that is controlled in such a way that it illuminates only the subject property and avoids illumination of surrounding properties, rights-of-way, or the night sky;
- F. Further define lighting classified as a public nuisance.

#### 18.126.020 Definitions, also located in the definitions section.

"Fully shielded" means a light fixture which has shielding applied in such a manner that all illumination emitted by the light fixture is projected below the horizontal plane, measured from the lowest point of the lowest light-emitting component.

"Glare" means light emitted from a light fixture which enters the eye directly or by reflection, causing visual discomfort and/or reduced visibility.

"Light fixture" means any electrical equipment which has been designed to provide illumination, including, but not limited to lighting used for safety, utility, security, productivity, or decorative purposes.

"Light trespass" means light emitted from a light fixture, which falls beyond the property on which it is installed.

"New light fixture" means a light fixture installed where there was previously no light fixture.

"Outdoor lighting" means any permanent or temporary light fixture installed outside the envelope of an enclosed structure.

"Replacement light fixture" means a light fixture installed in place of an existing light fixture. This does not include replacement of light-emitting components such as lightbulbs, lamps, fluorescent tubes, LEDs, or similar components, within existing light fixtures.

"Shielding" means an opaque material applied to a light fixture which serves to direct or contain illumination.

"Sky glow" means the brightening of the night sky caused by light directed or reflected upwards.

"Temporary lighting" means light fixtures which are not permanently installed and which are used not more than 90 days in any calendar year.

"Unshielded" means a light fixture which has no shielding to direct or contain illumination.

#### 18.XXX.030 Applicability.

Except as exempted by Section 124.XX.060, all outdoor lighting fixtures installed or replaced after the effective date of the ordinance codified in this chapter shall conform to its provisions. This chapter applies to any property lying within unincorporated Crook County and within the Urban Growth Boundary.

18.126.040 Outdoor lighting standards.

- A. All non-exempt light fixtures shall be fully shielded.
- B. All non-exempt light fixtures shall be installed in such a manner as to prevent light trespass.

18.126.050 Prohibitions.

- A. Laser Source Light. The use of laser source light or any similar high intensity light when projected beyond property lines or into the sky is prohibited.
- B. Searchlights. The operation of searchlights for purposes other than public safety or emergencies is prohibited, unless exempted by this chapter.

18.126.060 Exemptions.

The following light fixtures are exempt from compliance with the provisions of this chapter. These exemptions shall not prevent later adoption of standards that may address the retrofitting or removal of certain light fixtures:

- A. Outdoor light fixtures lawfully installed prior to the effective date of this chapter are exempt from all such requirements except as follows:
  - 1. A light fixture directed onto a neighboring property or right-of-way such that the glare is declared a nuisance.
  - 2. A light fixture, or fixtures, located on property that is the subject of an application for a development permit.
- B. Motion detector lights which operate automatically for periods of less than five minutes.
- C. Low-intensity ornamental lighting such as pathway lights, post-cap lights, landscape lights, and café style string lights.
- D. Any lighting used in support of search and rescue or other emergency response operations.
- E. Lighting necessary to support road work.
- F. Any lighting used in support of emergency repair, replacement, or protection of existing structures, utility facilities, or roadways, provided that any permanently installed light fixtures comply with the provisions of this chapter after the emergency has passed.
- G. Lighting necessary to support permitted water-dependent or water-related uses, quarry and mining activities, or permitted uses on land located in the Heavy Industrial Zone; however, all such lighting shall comply with the provisions of this chapter at the time of installation or replacement of a lighting fixture.
- H. Lighting associated with farming practices and agricultural use as defined in OAR 603-095-0010; however, permanent light fixtures on buildings, structures or poles associated with farm practices and agricultural use shall comply with the provisions of this chapter at the time of installation or replacement of a lighting fixture. For the purposes of this exemption, "farming practices" does not include farm stands or agri-tourism events or other commercial activities.
- I. Lighting associated with forest practices; however, permanent light fixtures on buildings, structures or poles associated with forest practices shall comply with the provisions of this chapter at installation or replacement.
- J. Airport lighting as required by state and/or federal law. All other airport lighting shall comply with the provisions of this chapter.
- K. Communication facility and/or tower lighting as required by state and/or federal law. All other communication facility lighting shall comply with the provisions of this chapter.

L. Correctional facility lighting as required by state and/or federal law. All other correctional facility lighting shall comply with the provisions of this chapter.

M. The following types of temporary lighting, used not more than 90 days in any calendar year:

1. Temporary lighting for holiday decoration purposes.

2. Temporary lighting associated with carnivals, fairs, or other permitted special events; however, permanent light fixtures located at dedicated special event sites shall conform to the standards of this chapter.

3. Temporary lighting associated with permitted film productions.

N. Lighting for U.S. flags intended to be properly displayed at night.

O. Light fixtures used in support of private and public outdoor recreation facilities, outdoor performance areas, and other similar outdoor facilities, provided lighting is extinguished within one hour after the conclusion of the final event of the day.

P. Lighting, necessary to meet federal, state, or local historic preservation standards when such lighting cannot both serve the public need and comply with the standards of this chapter.

Q. Permitted exemptions to the requirements of this chapter for up to 30 days per calendar year.

R. Street and/or pedestrian lighting located within a right-of-way; however, all lighting shall aspire to comply with the provisions of this chapter where practicable.

S. Traffic control devices in compliance with the Manual on Uniform Traffic Control Devices.

T. Sign lighting, which is subject the standards found in Title 18, Crook County Code.

#### 18.126.070 Administration and enforcement.

A. Administration. For all new and existing outdoor light fixtures on property that is the subject of an application for a development permit, an applicant shall demonstrate the standards of this chapter are met.

B. Enforcement. This chapter may be enforced pursuant to Chapter 1.12 Enforcement, of the Crook County Code. Any non-exempt outdoor light fixture installed or replaced in violation of this chapter is a public nuisance and enforcement action may be taken pursuant to Chapter 1.12 Enforcement, of the Crook County Code.

C. The remedies provided in this chapter are not exclusive and shall not prevent the County from exercising any other remedy available under the law.

## Exhibit I

### 18.112.005 Purpose.

The purpose of this zoning district is to ameliorate the consequences of the establishment of the Juniper Acres Partitioning in 1962 by permitting a level of residential development that would not ordinarily be permitted in an exclusive farm use zone given the large number of private owners of numerous legally created parcels, and to modulate the timing of the residential development. The Crook County court had established a task force to investigate solutions to fire suppression, road construction and maintenance issues in the subdivision. These issues of public health and safety have not been addressed and the court's order stating that it is premature to issue additional building permits in the Juniper Acres subdivision remains in effect (Order 2007-80), excepting building permits may be issued for (1) an alteration, restoration, or replacement of a lawfully established land use, (2) an accessory structures to an existing lawfully established land use, and (3) for a previously approved land use that has been determined by the County Planning Department to have been initiated (vested). Except as described above, the remaining sections of this chapter shall not apply until the court determines that building permits can be issued.

## Exhibit J

### 18.124.110 Approval process – Transmission tower.

#### (1) Applicability. Height Restrictions for Transmission Towers/Site Plan Review and Conditional Use.

(a) In EFU and Forest Zones. Transmission towers less than 200 feet in height or siting on a colocation facility shall be by site plan review based upon the standards contained within this section. New towers proposed to be greater than 200 feet in height shall be by conditional use, pursuant to this section. Nothing herein shall preclude any uses permitted outright under ORS 215.213(1)(d) or 215.283(1)(d).

(b) In Zones Described in Chapters 18.48, 18.52, 18.56, 18.68, 18.88, 18.92, 18.108 and 18.112 CCC. A new transmission tower less than 30 feet in height either from the existing grade or, if located on an existing building, from the base monopole, shall be by site plan review based on the standards contained within this section. Lattice towers shall not be permitted to be constructed on existing buildings. New towers proposed to be greater than 30 feet in height shall be by conditional use pursuant to this section. Colocation facilities shall be approved pursuant to CCC 18.160.050(17)(b).

#### (2) Conditional Use Approval. An application for a conditional use permit for a transmission tower or its equivalent in the EFU and forest zones shall comply with the applicable standards, setbacks and criteria of the base zone, any combining zone and the following requirements:

(a) Preapplication Conference. Applicant shall attend a scheduled preapplication conference prior to the submission of a land use application. An application for a transmission tower will not be deemed complete until the applicant has had a preapplication conference with the planning department staff. The planning staff shall require payment by the prospective applicant of a fee commensurate with the estimated duration of this conference.

(b) Neighborhood Meeting. Prior to submitting an application for a transmission tower, the applicant shall provide notice of and hold a meeting with interested owners of the property nearby to a potential facility location. Notice shall be in writing and shall be mailed no less than 10 days prior to the date set for the meeting to owners of record of property within a notice area of 2,000 feet of the boundary of the property on which the applicant proposes to establish a tower or monopole greater than 30 feet in height. For the purpose of this section, the property on which an applicant proposes to establish a transmission tower includes the lot of record on which the applicant will locate the facility and all contiguous lots of record held in common ownership. The applicant shall notify the owners of record of a minimum of 20 properties located within 660 feet of the affected property. If the number of owners of property notified in the notice area does not equal at least 20, the applicant shall notify the owners of record of property within the next increment of 660 feet from the initial notice area until the number of owners of property notified reaches at least 20. The applicant shall also provide a copy of this notice to the planning department.

(c) Balloon or Crane Test. After the neighborhood meeting, the applicant shall conduct a test with a balloon or a crane to provide an estimate of the ultimate height of a support structure proposed as part of the transmission tower. The applicant shall notify all persons attending the neighborhood meeting of the date, the time, and the location of the test. The applicant shall schedule the balloon test so that it can be conducted no later than two business days following the date of the neighborhood meeting or such time as is agreeable to the neighbors at the meeting, but in no event shall the balloon test occur

more than 30 days following the date of the neighborhood meeting. Notice of this test shall be provided to the planning staff.

(d) The preapplication conference shall be completed prior to scheduling the neighborhood meeting or conducting the balloon/crane test.

(e3) Submittal Requirements. An application for a transmission tower in either an EFU zone or a forest zone shall include:

(a) A copy of the executed lease from the owner of the site of the property where the tower will be located;

(b) A copy of the applicant's Federal Communications Commission license. A copy of this document will not be required to be submitted if applicant is not a personal wireless service provider, and is seeking approval only for a support structure for a wireless telecommunications facility;

(c) For a new tower, a map that shows the applicant's search area for the proposed site and the properties within the search ring, including locations of existing telecommunications towers or monopoles;

(d) For a new tower, a copy of the written notice of the required neighborhood meeting and a certificate of mailing showing that the notice was mailed to the list of property owners falling within the notice area designated under CCC 18.124.110(2);

(e) For a new tower, a transcript of the neighborhood meeting or copies of the audiotape recordings of the meeting. The applicant shall also submit a list of attendees, including the date, time, and location of the meeting;

(f) A site plan showing the location of the proposed facility and its components. The site plan shall also identify the location of the existing and proposed landscaping, any equipment shelters, utility connections, and fencing proposed to enclose the facility, and lighting if any is proposed. Describe primary and emergency energy sources proposed for the cell tower;

(g) A copy of the design specifications, including photographs or manufacturer's graphic representations of proposed colors, and an elevation of an antenna array proposed with the facility, and lighting, if any, for the facility;

(h) An elevation drawing of the facility and a photographic simulation of the facility showing how it would fit into the landscape. The elevation drawing shall be drawn to scale and show the existing trees adjacent to the proposed facility and show the height of such trees from existing grade to the highest portion of each tree. This documentation shall include any support structure, transmission equipment including antennas and microwave dishes, and any ground-based equipment cabinets or shelters;

(i) A copy of a letter of determination from the Federal Aviation Administration or the Oregon Department of Transportation – Aeronautics Division as to whether any requirements, including but not limited to aviation lighting, would be required for the proposed facility. Such letter of determination shall be submitted prior to issuance of a decision by the county planning authority;

(xj) An agreement and security in accordance with CCC 17.40.080 and 17.40.090 for removal of any support structure and any ground-based equipment or accessory structures, such as equipment buildings and security fences;

(xk) Proof that the applicant is not able to ~~locate~~ collocate similar telecommunication structures on existing transmission facilities or locate on existing structures;

(xii) In the event that the applicant plans to develop more than one tower in Crook County, the applicant shall simultaneously submit a tentative plan for future tower site development in the county.



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**PLANNING COMMISSION RECOMMENDATION  
TO THE BOARD OF COUNTY COMMISSIONERS  
PROPOSED ZONING CODE AMENDMENTS**

**April 11, 2024**

**FILE NUMBER: 217-24-000016-PLNG**

**APPLICANT:** Crook County Community Development Department

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

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

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

- Update the Farm Use Table with addition of Farm Brewery use type, review procedure and link to applicable criteria.
- Amends the code to reflect state statute requirements regarding Forest Template Dwelling
- Amends the code to reflect state statute requirements for Accessory Dwelling Unit ("ADU") Parking Requirements
- Addition of standards for allowing ADUs in parts of the rural residential zones.
- Addition of standards for outdoor lighting to reduce light pollution and improve dark skies.
- Update Juniper Acres Purpose statement to clarify building permit requests.
- Clarify the approval process for transmission towers.

The Planning Commission held two work sessions, the first on October 11, 2023, and the second on January 24, 2024, and a public hearing on March 13, 2024, to discuss the proposed changes. Planning Commissioners heard from members of the public regarding accessory dwelling units, lighting

standards, cargo containers and the definition of familial status for determining housing. Staff were then directed to prepare a recommendation of the proposed text amendments as discussed with the changes for the Board of County Commissioners.

**I. FINDINGS**

**Oregon Revised Statutes**

**Chapter 197 Comprehensive Land Use Planning**

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

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

***Oregon Revised Statutes***

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

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

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

**FINDING:** The County submitted notice to the Department of Land Conservation and Development (DLCD) on January 24, 2024. Public notice was published in the Central Oregonian on February 6, 2024. The first public hearing was held on March 13, 2024.

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

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

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

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

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

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

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

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

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

**FINDING:** The January 24, 2024, submission to DLCDC included a brief narrative summarizing the proposed changes, work session materials, the date for the first evidentiary hearing, and a draft public notice including information regarding the availability of a final staff report. On February 20, 2024, staff provided an update to DLCDC through the online portal regarding the change of date for the first public hearing. On March 14, 2024, an updated staff report was uploaded through the portal reflecting the changes as proposed by the Planning Commission.

*(4) The director shall cause notice of the proposed change to the acknowledged comprehensive plan or the land use regulation to be provided to:*

*(a) Persons that have requested notice of changes to the acknowledged comprehensive plan of the particular local government, using electronic mail, electronic bulletin board, electronic mailing list server or similar electronic method; and*

*(b) Persons that are generally interested in changes to acknowledged comprehensive plans, by posting notices periodically on a public website using the Internet or a similar electronic method.*

**FINDING:** Public notice of the proposed hearing was provided in the *Central Oregonian*, made available to interested parties, and posted on the Crook County Community Development website. The proposal complies.

(5) When a local government determines that the land use statutes, statewide land use planning goals and administrative rules of the commission that implement either the statutes or the goals do not apply to a proposed change to the acknowledged comprehensive plan and the land use regulations, submission of the proposed change under this section is not required.

**FINDING:** The local government finds that the proposed text changes are editorial in nature, are intended to make County Code consistent with State law and provide clarity to the public. The

proposed changes are supportive of Goal 1 (Citizen Involvement) by clarifying intent and removing improper citations. No other statutes or goals apply.

The proposed code changes are shown in Attachment A.

**II. RECOMMENDATION:** The Planning Commission has reviewed the proposed code changes and recommends the Crook County Board of Commissioners adopt the proposed Code edits or to adopt the proposed Code edits with changes.

Attachment A: Proposed text amendments

Respectfully,



Will Van Vactor, Community Development Director  
Crook County Community Development Department



Michael Warren II, Chair  
Crook County Planning Commission