



# CROOK COUNTY BOARD OF COMMISSIONERS AGENDA

Wednesday, June 5, 2024 at 9:00 am

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

Members of the public and media are welcome to attend in person or via Zoom: Phone: 1-253-215-8782; Meeting ID: 954 2612 6858; Passcode: 178149

## 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. **Approve Minutes**
2. **Extension of MOU with Forest Service for free Wilderness Passes**
3. **Order 2024-33 In the matter of appointment to the Flat Rock Road District**
4. **Crook County Measure 57 Funding Agreement Contract**
5. **Cooperative Procurement for Chip Seal Oil from Albina Asphalt**
6. **Amendment to Crush Contract**
7. **Domestic Relations Mediator Contract**
8. **Interim County Manager Salary**
9. **Approval from Community Fund for Fair Events & Activities**
10. **Approval of FAA Runway reconstruction grant application**
11. **Order 2024-34 In the matter of appointments to the Abatement of Dangerous Building Appeals Board**
12. **Hangar Lease and Option to Purchase Agreements**
13. **Approve Personnel Action Forms**
14. **Amendment 10 to Humane Society of the Ochocos Contract**

## DISCUSSION

15. **Republic Services Rate Increase Request to County**

Requester: Jacquie Davis

Presenters: Jacquie Davis / Christina Haron / Seth Crawford

**16. Barnes Road Overlay Project**

Requester: Brad Haynes

Presenters: Brad Haynes / John Eisler

**17. Pulguero Chip Seal Amendment**

Requester: Brad Haynes

Road Superintendent

**18. Amendment to IGA 6527 additional funding from HB5204**

Requester: Aaron Boyce

Sheriff's Office

**19. Consideration of recommendations of 2024 Elected Official Compensation Committee**

Requester: Eric Blaine

County Counsel

**20. Public Budget Hearing – Order 2024-25 Adopting a Supplemental Budget for Crook County Fiscal Year 2023-2024**

Requester: Jamie Berger

Budget Analyst

**21. Public Budget Hearing – Order 2024-26 Adopting a Supplemental Budget for Crook County Historical Museum for Fiscal Year 2023-24**

Requester: Jamie Berger

Budget Analyst

**22. Public Budget Hearing – Order 2024-27 Adopting a Supplemental Budget for the Crook County Agricultural Extension Service District for Fiscal Year 2023-24**

Requester: Jamie Berger

Budget Analyst

**23. Public Budget Hearing – Order 2024-28 Adopting Crook County budget for fiscal year 2024-2025**

Requester: Jamie Berger

Budget Analyst

**24. Public Budget Hearing – Order 2024-29 Adopting Crook County Road Agency budget for fiscal year 2024-2025**

Requester: Jamie Berger

Budget Analyst

**25. Public Budget Hearing – Order 2024-30 Adopting Crook County Historical Museum Fund budget for fiscal year 2024-2025**

Requester: Jamie Berger

Budget Analyst

**26. Public Hearing – Order 2024-31 Ordering the fees to be collected by Crook County for fiscal year 2024-2025**

Requester: Christina Haron

Finance Director

# INTERIM MANAGER 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; and ORS 192.660(2)(e) For the purpose of conducting deliberations with persons designated by the governing body to negotiate real property transactions.

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 Page 2session and welcome the audience back into the room.

27. **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.**
28. **ORS 192.660(2)(e) For the purpose of conducting deliberations with persons designated by the governing body to negotiate real property transactions.**

#### 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 files 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.

---

Contact: Seth Crawford (seth.crawford@co.crook.or.us (541) 447-6555) | Agenda published on 06/03/2024 at 1:48 PM



**CROOK COUNTY BOARD OF COMMISSIONERS  
MINUTES OF MAY 13, 2024  
ROAD AGENCY BUDGET COMMITTEE MEETING**

**Be It Remembered** that the Crook County Board of Commissioners met in a Road Agency Budget Committee meeting on May 13, 2024, at 9:00 a.m. in the COCC Crook County Open Campus, located at 510 SE Lynn Blvd, Prineville, OR, 97754.

Board Members Present: Commissioner Seth Crawford, Commissioner Brian Barney, and Commissioner Susan Hermreck

Absentees: None

Budget Committee Members: Scott Tibbs, William Anderson, and Stephen Brown

Others Present in Person or Via Zoom: Administrative Executive Assistant Sarah Puerner; Budget Analyst Jamie Berger; Finance Director Christina Haron; Accounting Manager Lisa Neuberger; and Contract County Administrator Andy Parks.

**ROAD AGENCY BUDGET COMMITTEE MEETING**

The meeting was **called to order May 13, 2024, at 9:00 a.m.**

Scott Tibbs nominated William Anderson to act as the budget committee chair. Motion seconded. No discussion. Motion carried 5-0. Mr. Anderson abstained from the vote.

Finance Director Christina Haron presented the Budget message for the Crook County Road Agency. Ms. Haron and Budget Analyst Jamie Berger provided the Budget Committee with a PowerPoint presentation regarding the proposed budget for fiscal year 2025.

The Road Agency is an agency that Crook County created in January 2023 to receive and disburse federal pass-through Secure Rural School (SRS) dollars. The County received approximately \$812,000 of SRS revenue in April 2024, budgeted as carryover to be distributed in fiscal year 2025 as a special payment to the Road Fund of Crook County. The anticipated new revenue of \$800,000 in fiscal year 2025 to be distributed in fiscal year 2026.

William Anderson opened the public hearing.

With no public comments received, the public hearing was closed.

**MOTION** for the Budget Committee of Crook County Road Agency and Crook County, Oregon to approve the budget as proposed for the 2024-25 fiscal year in the amount of \$1,649,000. Motion seconded. No discussion. Motion passed 6-0.

There being no further business before the Crook County Road Agency Budget Committee, the meeting was adjourned at 9:11 a.m.

Respectfully submitted,

**Sarah Puerner**

**CROOK COUNTY BOARD OF COMMISSIONERS  
MINUTES OF MAY 13, 2024  
BUDGET COMMITTEE MEETING**

**Be It Remembered** that the Crook County Board of Commissioners met in a Budget Committee meeting on May 13, 2024, at 9:30 a.m. in the COCC Crook County Open Campus, located at 510 SE Lynn Blvd, Prineville, OR, 97754.

Board Members Present: Commissioner Seth Crawford, Commissioner Brian Barney, and Commissioner Susan Hermreck

Absentees: None

Budget Committee Members: Scott Tibbs, William Anderson, and Stephen Brown

Others Present in Person or Via Zoom: Administrative Executive Assistant Sarah Puerner; Budget Analyst Jamie Berger; Finance Director Christina Haron; Accounting Manager Lisa Neuberger; Legal Counsels Eric Blaine and John Eisler; Landfill Manager Jacquie Davis; Community Development Director Will Van Vactor; Assessor Jon Soliz; Road Superintendent Brad Haynes; Chief Information Officer Stephen Chellis; Office Manager Alex Solterbeck; Natural Resources Policy Coordinator Tim Deboodt; Juvenile Director Erika Frickey; Undersheriff Bill Elliott; Sheriff Gautney; Clerk Cheryl Seely; Chief Administrative Deputy Stephanie Wilson; Contract County Administrator Andy Parks; Monty Kurtz and members of the public.

**BUDGET COMMITTEE MEETING**

The meeting was **called to order May 13, 2024, at 9:30 a.m.**

The meeting commenced with the formal introduction of the members of the Budget Committee and the Board of Commissioners.

Commissioner Crawford nominated William Anderson to act as budget committee chair. Commissioner Barney seconded the motion. No discussion. Motion carried 5-0. Mr. Anderson abstained from the vote.

Commissioner Crawford nominated Scott Tibbs as budget committee vice chair. William Anderson seconded the motion. No discussion. Motion carried 6-0.

Finance Director Christina Haron provided a highlight of key information to the Budget Committee regarding the budget message and goals and strategies.

**Goals and Strategies:**

Goal 1: Deliver the best level of service within available and allocated resources

Goal 2: Add County Administrator position to Crook County organization

Goal 3: Provide adequate staffing and implement employee retention & recruitment program within available resources

Goal 4: Plan, develop and implement an organization wide Facilities Plan

Goal 5: Implement Information Technology Road Map

Goal 6: Plan, develop and implement an organization wide Asset Management Program

Goal 7: Plan, develop and implement an organization wide Communication Plan and protocols

Goal 8: Develop and implement an organization wide Strategic Financial Plan

Goal 9: Prioritize public safety

Finance Director Christina Haron and Budget Analyst Jamie Berger provided the Budget Committee with a PowerPoint presentation regarding the proposed budget for fiscal year 2025.

Items discussed were: County-wide Requirements; Personnel – Changes in FTE; Capital Outlay; County-wide Resources; Property Taxes; Revenue: User Fee Increases; Revenue: One-Time Federal Funds; General Fund; Non-Departmental; Natural Resources; budget overviews for Internal Service Departments (Administration/Board of Commissioners, Legal Counsel, Human Resources, Finance, Information Technology, Facilities); and budget overviews for the Assessor’s Office, Clerk’s Office, Juvenile Department, District Attorney’s Office, and the Sheriff’s Office.

William Anderson opened the public hearing for public comment. With no public comments received, the public hearing was closed.

There being no further business before the Budget Committee, the meeting was **adjourned at 11:42 a.m.**

Respectfully submitted,

**Sarah Puerner**

**CROOK COUNTY BOARD OF COMMISSIONERS  
MINUTES OF MAY 14, 2024  
BUDGET COMMITTEE MEETING**

**Be It Remembered** that the Crook County Board of Commissioners met in a Budget Committee meeting on May 14, 2024, at 9:00 a.m. in the COCC Crook County Open Campus, located at 510 SE Lynn Blvd, Prineville, OR, 97754.

Board Members Present: Commissioner Seth Crawford, Commissioner Brian Barney, and Commissioner Susan Hermreck

Absentees: None

Budget Committee Members: Scott Tibbs, William Anderson, and Stephen Brown

Others Present in Person or Via Zoom: Administrative Executive Assistant Sarah Puerner; Budget Analyst Jamie Berger; Finance Director Christina Haron; Accounting Manager Lisa Neuberger; Road Superintendent Brad Haynes; Community Development Director Will Van Vactor; Fairgrounds Manager Casey Daly; Natural Resources Policy Coordinator Tim Deboodt; Health and Human Services Director Katie Plumb; Shop Mechanic Jake Zapf; Fleet Supervisor Robert George; Library Director Sarah Beeler; Library Operations Manager Cindy York; Airport Manager Kelly Coffelt; Weed Master Thomas Laird; Operations Manager Katrina Weitman; Landfill Manager Jacquie Davis; Treasurer Galan Carter; Administrative Assistant Mona Glade; Contract County Administrator Andy Parks, Monty Kurtz and members of the public.

**BUDGET COMMITTEE MEETING**

The meeting was **called to order May 14, 2024, at 9:00 a.m.**

William Anderson opened the budget committee meeting.

Finance Director Christina Haron and Budget Analyst Jamie Berger provided the Budget Committee with a PowerPoint presentation regarding the proposed budget for fiscal year 2025. The PowerPoint included a summary of each department's budget, resources and expenditures, any changes as well as any highlights to report.

Items discussed were: Special Revenue Funds (Clerk Special Revenue Fund; Community College Education Center Fund; Crook County School Fund; Risk Management Fund; Special Transportation Fund; Surveyor Fund; Taylor Grazing Fund; Title III Fund; Tourism Fund; Video Lottery Fund); Department presentations from Health and Human Services, Veterans Services, Road Department, Community Development, Library, Fairgrounds, Airport, Landfill, and Weed Control; Capital Projects Fund; Capital Asset Reserve Fund; and Debt Service Fund.

William Anderson opened the public hearing for public comment. With no public comments received, the public hearing was closed.

The Budget Committee discussed the creation of a Community Support fund to use for the fiscal year 2025 for discretionary purposes on behalf of the Board of Commissioners. In addition, there was discussion about the future financial situation within the Sheriff's Office and the Fairgrounds.

The Budget Committee, having no further presentations or discussions, proceeded with the recommended motions.

**MOTION** to recommend given that the current budget anticipates a 4.5% property tax increase spread across the departments, proposing that any overage above and beyond that 4.5% be allocated specifically to the Sheriff's Department and anticipate the Finance Department over the course of the fiscal year 2025 to develop a recommended methodology of funding the future shortfalls in the current Sheriff's Department. Motion seconded. No further discussion. Motion passed 6-0.

**MOTION** to have a mid-year budget meeting in January. Motion seconded. No further discussion. Motion passed 6-0.

**MOTION** to move that the budget committee of Crook County, Oregon approve the budget for the 2024-2025 fiscal year as amended in the amount of \$140,502,000. Motion seconded. No further discussion. Motion passed 6-0.

**MOTION** to move that the budget committee of Crook County, Oregon approve property taxes for the 2024-2025 fiscal year in the amount of \$3.8702 per thousand of assessed value for the permanent tax rate levy in the amount of \$619,000 for the general obligation levy. Motion seconded. No further discussion. Motion passed 6-0.

There being no further business before the Budget Committee, the meeting was **adjourned at 12:48 p.m.**

Respectfully submitted,

**Sarah Puerner**

**CROOK COUNTY BOARD OF COMMISSIONERS  
MINUTES OF MAY 17, 2024 HISTORICAL SOCIETY  
BUDGET COMMITTEE MEETING**

**Be It Remembered** that the Crook County Board of Commissioners met in a Budget Committee meeting for the Crook County Historical Society on May 17, 2024, at 2:00 p.m. in the County meeting room located at 320 NE Court Street, Prineville, Oregon 97754.

Board Members Present: Commissioner Seth Crawford, Commissioner Brian Barney, and Commissioner Susan Hermreck

Absentees: None

Budget Committee Members: Cindy Larson, John Breese, Lynn Breese

Others Present in Person or Via Zoom: Administrative Executive Assistant Sarah Puerner; Budget Analyst Jamie Berger; Museum Director Sean Briscoe; and Phil Burgess.

**HISTORICAL MUSEUM BUDGET COMMITTEE MEETING**

The meeting was **called to order May 17, 2024, at 2:00 p.m.**

Budget Committee member Lynn Breese nominated John Breese as the budget committee chair and Cindy Larson as the budget committee vice chair. Motion seconded. No discussion. Motion carried 6-0.

Museum Director Sean Briscoe read the Budget message for the Crook County Historical Society. The budget is based on projected revenues and expenditures for the 2025 fiscal year. Major projected revenues include property taxes (general fund), a transient room (luxury) tax, and property taxes for the local option levy which was approved by voters through fiscal year 2028. The Bowman Museum has a projected beginning fund balance (based on unspent funds) of \$217,000. Major expenditures in this budget include Facilities, IT Support, and Personnel for four positions. A contingency fund has also been established totaling \$202,000.

Museum Director Sean Briscoe addressed the challenges for the upcoming year. These challenges are addressing operational deficit through grants and donations; exploring new revenue sources through donations, grants, and fundraising; and providing more services and events with limited staffing. In addition, Mr. Briscoe addressed highlights for the upcoming year. These highlights are redesigning the Bookstore; completing Phase 1 of the Rancher Memorial renovation; renovation of the 1<sup>st</sup> floor of the museum exhibit; and expanding outreach and community engagement to include more programs and school events through community partnerships.

John Breese opened the public hearing. With no public comments received, the public hearing was closed.

**MOTION** to move that the Budget Committee of Crook County Historical Fund for the operation of the Bowman Museum in Crook County, Oregon, approve the budget as proposed for the 2024-25 fiscal year in the amount of **\$734,000**. Motion seconded. No further discussion. Motion passed 6-0.

**MOTION** to move that the Budget Committee of Crook County Historical Fund for the operation of the Bowman Museum in Crook County, Oregon, approve the property taxes for the 2024-25 fiscal year in the amount of **\$0.0600 (six cents) per \$1,000 of assessed value** for the local option tax levy. Motion seconded. No further discussion. Motion passed 6-0.

There being no further business before the budget committee, the meeting was **adjourned at 2:14 p.m.**

Respectfully submitted,

**Sarah Puerner**



**CROOK COUNTY BOARD OF COMMISSIONERS MINUTES  
OF MAY 20, 2024 SPECIAL SESSION  
Open Portion**

**Be It Remembered** that the Crook County Board of Commissioners met in a Special Executive Session on May 20, 2024, at 11:00 a.m. in the Administration Conference room located at 203 NE Court Street, Prineville, Oregon 97754.

Board Members Present: Commissioner Seth Crawford, Commissioner Brian Barney, and Commissioner Susan Hermreck

Absentees: None

Others Present in Person or Via Zoom: Legal Counsel John Eisler; Administrative Executive Assistant Sarah Puerner; Community Development Director Will Van Vactor; and Andy Parks.

**SPECIAL SESSION**

The meeting was **called to order at 11:00 a.m.**

At 11:01 a.m. the Board read into Executive Session under the following statute(s): ORS 192.660(2)(h) Consulting with Counsel concerning the legal rights and duties of a public body with regard to current litigation or litigation likely to be filed.

**EXECUTIVE SESSION**

At the conclusion of the Executive Session, the Board of Commissioners convened into Open Session, inviting members of the public into the meeting room.

**MOTION** to direct staff to proceed as directed in the Executive Session. Motion seconded. No discussion. Motion carried 3-0.

A new item of business was introduced by Commissioner Barney. There is a contract with the Justice Center that needs legal review and then to be brought forward to an upcoming Work Session. Administrative Executive Assistant Sarah Puerner mentioned that we don't have a work session scheduled for this week.

**MOTION** to authorize Commissioner Barney to sign the change order from KNCC (Kirby Nagelhout Construction Co.) subject to review by counsel. Motion seconded. No discussion. Motion carried 3-0.

There being no further business before the Court, the meeting was **adjourned at 11:30 a.m.**

Respectfully submitted,

**Sarah Puerner**

**CROOK COUNTY COURT MINUTES  
OF SEPTEMBER 6, 2023, REGULAR MEETING  
Open Portion**

**Be It Remembered** that the Crook County Court met in a Regular Court meeting on September 6, 2023, at 9:00 a.m. in the County meeting room located at 320 NE Court Street, Prineville, Oregon 97754.

Court Members Present: Judge Seth Crawford and Commissioner Jerry Brummer

Absentees: Commissioner Brian Barney

Others Present in Person or Via Zoom: Legal Counsels Eric Blaine and John Eisler; Administrative Executive Assistant Sarah Puerner; Fairgrounds Manager Casey Daly; Office Assistant Haley Crow; Public Works Director Jeff Hurd; Airport Manager Kelly Coffelt; Assessor Jon Soliz; Finance Director Christina Haron; Clerk Cheryl Seely; Contract County Administrator Andy Parks; Mike Warren; Monty Kurtz; Sheryl Rhoden; Barbara Punch; Kim Molnar and members of the public.

**REGULAR SESSION**

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

**Public Comment:** None

**Consent Agenda:**

1. Approve Minutes
2. Order 2023-43 In the Matter of Appointment to Housing Works
3. Approve amendment no. 1 to subgrant agreement with City of Prineville, for ARPA grant agreement PO-73000-00006939 (Combs Flat Road)
4. Approval of a public engagement process for a potential change of governance structure

**MOTION** to approve the Consent Agenda as written. Motion seconded. No discussion. Motion carried 2-0.

**Discussion item #5:** Request for waive or reduction in 20% of the gross alcohol sales and of all deposits required for the rental of Carey Foster Hall:

**Requester:** Sheryl Rhoden, Kiwanis Board Member

**Details:** Sheryl Rhoden represented Kiwanis at the Regular Session, requesting that the County Court eliminate or reduce the 20% gross alcohol sales fee and waive all deposit requirements for renting Carey Foster Hall. She emphasized that Kiwanis has used the facility for the past three years without any alcohol-related issues and has consistently returned it in the same condition as when it was rented. The County Court recommended that Sheryl present this item at the next Fair Board meeting for initial consideration.

**Discussion item #6:** Update on Chamber Business/Future Plans/Restructure:

**Requester:** Kim Molnar, Prineville Chamber of Commerce

**Details:** Kim Molnar attended the Regular Session to provide the County Court an update on behalf of the Chamber of Commerce regarding what they are currently working on, new events, successes from the past year and how they are restructuring internally.

**Discussion item #7: Request to approve Fairgrounds lease assignment, Crooked River Model Railroad Club (formerly Ochoco Valley Model Railroad Club):**

**Requester:** Eric Blaine

**Details:** Legal Counsel Eric Blaine presented a lease assignment to the County Court on behalf of the local model railroad club, which is transitioning to a new legal entity. The county has provided space at the Fairgrounds for the model railroad club for many years, with the current lease agreement dating back to 2017. In 2019, the County approved a transfer of the lease from the original legal entity, Ochoco Valley Model Railroad, LLC, to Crooked River Model Railroad Club, LLC. The latest proposal seeks to transfer the lease to another new entity, Crooked River Model Railroad, LLC. The club is transitioning to a 501(c)(4) status, aiming to save approximately \$400.00 annually in tax preparation costs.

**MOTION** to approve the Fairgrounds lease assignment for the Crooked River Model Railroad Club. Motion seconded. No discussion. Motion carried 2-0.

**Discussion item #8: Review and adopt County letter response to FS Mill Creek Dry Forest Restoration:**

**Requester:** Tim Deboodt, Natural Resources Policy Coordinator

**Details:** Natural Resources Policy Coordinator Tim Deboodt attended the Regular Session to present a draft letter responding to the Forest Service's Mill Creek Dry Forest Restoration proposal. The Forest Service plans to implement both commercial and non-commercial harvesting, along with prescribed burning, in the Mill Creek watershed.

**MOTION** to adopt the county letter in response to FS Mill Creek Dry Forest Restoration and to sign out of Court. Motion seconded. No discussion. Motion carried 2-0.

**Discussion item #9: FAA Grant Agreement for Runway 15/33:**

**Requester:** Kelly Coffelt

**Details:** Airport Manager Kelly Coffelt attended the Regular Session to seek acceptance and approval of an FAA grant agreement for Runway 15/33. As part of the FAA's Airport Improvement Program, the county is eligible for grants aimed at enhancing the airport, subject to specific grant requirements. The county submitted a Project Application for this grant in August. The grant, totaling \$450,000, is intended to fund the engineering and design contract for the runway with Precision Approach Engineering. The Oregon Department of Aviation (ODA) will cover 9% of the total cost, with the county covering the remaining 1%.

**MOTION** to approve the FAA grant agreement for Runway 15/33. Motion seconded. No discussion. Motion carried 2-0.

**Discussion item #10:** Approve Runway Engineering and Design contract with Precision Approach:

**Requester:** Kelly Coffelt

**Details:** Airport Manager Kelly Coffelt attended the Regular Session to request approval for the Runway Engineering and Design contract with Precision Approach. This contract is part of an FAA-funded runway reconstruction project. The approval sought covers design, engineering, and the bidding process for the construction project scheduled for summer/fall 2024. The contract with Precision Approach amounts to \$497,750, with funding comprising 90% from an FAA grant and 9% from a State CORE grant. The County airport fund is responsible for the remaining net match of approximately \$5,000.

**MOTION** to approve the runway engineering and design contract with Precision Approach. Motion seconded. No discussion. Motion carried 2-0.

**Administrator Report:**

Andy Parks noted that there will be a location change from St. Charles to the Bowman Museum for an upcoming public meeting regarding governance issues. The County has received multiple press inquiries and will move forward with obtaining a specific facilitator for each of the upcoming public meetings.

**Court Member Updates:** None

At 9:23 a.m. the Court convened into Executive Session under the following statute(s): ORS 192.660(2)(f) To consider information or records that are exempt from disclosure by law, including written advice from your attorney; ORS 192.660(2)(e) For the purpose of conducting deliberations with persons designated by the governing body to negotiate real property transactions.

### **EXECUTIVE SESSION**

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

**MOTION** to approve the sale agreement as discussed in the Executive Session. Motion seconded. No discussion. Motion carried 2-0.

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

There being no further business before the Court, the meeting was **adjourned at 10:01 a.m.**

Respectfully submitted,

**Sarah Puerner**

**CROOK COUNTY MINUTES  
OF SEPTEMBER 12, 2023, SPECIAL PUBLIC MEETING  
Open Portion**

**Be It Remembered** that the Crook County Court met in a Special Public Meeting on September 12, 2023, at 2:30 p.m. in the Administration Conference room located at 203 NE Court Street, Prineville, Oregon 97754.

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

Absentees: None

Others Present in Person or Via Zoom: Legal Counsel Eric Blaine; Administrative Executive Assistant Sarah Puerner; Extension Manager Kim Herber; Contract County Administrator Andy Parks and John Dehler.

The meeting was **called to order at 2:30 p.m.**

The purpose of this meeting is for the Crook County Extension Service District's governing board, which is comprised of the members of the Crook County Court, to hold a meeting to discuss a bill of sale for the Extension Office and 4-H Club buildings, as personal property, not as real property or fixtures; and a non-exclusive ground lease for the siting of these buildings.

Crook County Counsel Eric Blaine provided an overview to explain the purpose of this special meeting. Two key documents are under discussion. The first is a bill of sale for certain buildings that the County plans to transfer to the Extension Service District. The second document concerns a non-exclusive real property ground lease that the County will grant to the Extension Service District for the placement of these buildings. Both documents were previously approved by the County Court in August. These documents are crucial for the operations of the Extension Service District. The lease has a term of 25 years, after which the tenant must remove all personal property unless the lease is renewed. Either party can terminate the agreement with 90 days of prior written notice.

**MOTION** to approve the bill of sale from the County to the Extension Office. Motion seconded. No discussion. Motion carried 3-0.

**MOTION** to approve the real property ground lease. Motion seconded. No discussion. Motion carried 3-0.

There being no further business, the meeting was adjourned at 2:42 p.m.

Respectfully submitted,

**Sarah Puerner**

**CROOK COUNTY COURT MINUTES  
OF SEPTEMBER 13, 2023, WORK SESSION  
Open Portion**

**Be It Remembered** that the Crook County Court met in a regularly scheduled Work Session on September 13, 2023, at 9:00 a.m. in the Administration Conference room located at 203 NE Court Street, Prineville, Oregon 97754.

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

Absentees: None

Others Present in Person or Via Zoom: Legal Counsels Eric Blaine and John Eisler; Administrative Executive Assistant Sarah Puerner; Sean Briscoe; Public Works Director Jeff Hurd; Natural Resources Policy Coordinator Tim Deboodt; Finance Director Christina Haron; Clerk Cheryl Seely; Contract County Administrator Andy Parks; Budget Analyst Jamie Berger; Andrew Spreadborough; Dawn Alexander; Phil Burgess; Assessor Jon Soliz; Facilities Director Nick Lilly; Health and Human Services Director Katie Plumb; Airport Manager Kelly Coffelt.

**WORK SESSION**

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

**Public Comment:** None

**Discussion Item #1:** Update the County on Belknap Exhibit Center Project:

**Requester:** Phil Burgess, Crook County Historical Society

**Details:** Phil Burgess from the Crook County Historical Society attended the work session to update the Court on the Belknap Exhibit Center Project. This project represents an expansion of the Bowman Museum and features a design for a large, modern-looking building. A capital campaign was launched to fund this expansion, with a grand opening targeted for mid-January 2024. Additional enhancements include upgrading the gift shop and expanding the range of gifts and books available. The County Court advised the Historical Society to prepare a budget cost estimate sheet and collaborate with Facilities on the project.

**Discussion Item #2:** Request approval of amendment to Intergovernmental Agreement for "Central Oregon Regional Collaborative," an agreement between local governments to apply for CDBG \$:

**Requester:** Andrew Spreadborough, NeighborImpact

**Details:** Andrew Spreadborough from NeighborImpact attended the work session to seek approval for an amendment to the Intergovernmental Agreement for the Central Oregon Regional Collaborative. This agreement enables local governments to apply for Community Development Block Grant (CDBG) funding. The proposed amendment would shift the CDBG grant applicant jurisdiction from the City of Prineville to Deschutes County. Deschutes County has consented to apply for a 2023 CDBG allocation of \$400,000, which will be sub-granted to NeighborImpact. The funds are



intended for low to moderate income home repairs, including water and septic issues, roofing, foundation repairs, and routine maintenance. There would be no cost to the County for this change. This item is scheduled to be included on the consent agenda for September 20th.

**Discussion Item #3: 2023-2025 IGA for the Financing of Local Public Health Services in Crook County Agreement #180007-1 Awards tobacco prevention funds:**

**Requester:** Katie Plumb

**Details:** Health and Human Services Director Katie Plumb attended the work session to discuss the 2023-2025 Intergovernmental Agreement for financing Local Public Health Services. The primary modification to the agreement is an increase in funding for tobacco prevention and education. This adjustment is one of several routine amendments that update program-level funding following the legislative session and approval of individual program budgets and plans by the Oregon Health Authority. The total tobacco prevention award for FY24 is \$222,439.86, which is \$560.14 less than initially projected. This discrepancy is not expected to have a significant impact. This item is scheduled to be included on the consent agenda for September 20th.

**Discussion Item #4: Award contract to Greenbar Excavation for the Library Patio Renovation Project:**

**Requester:** Nick Lilly

**Details:** Facilities Director Nick Lilly attended the work session to propose awarding a contract for the Library Patio Renovation Project to Greenbar Excavation, which submitted the lowest bid of \$43,787. Facilities received two complete proposals and one partial proposal for this project. An additional \$2,791 in contingency funding has been requested, bringing the total to \$46,578 to ensure comprehensive coverage of the project needs. The renovation will update the Broughton Room patio area, focusing on addressing tree roots that have disrupted the subgrade and site assemblies, creating unsafe conditions and damaging the existing valve box containing the backflow prevention device. The project scope also includes replacing the tree and implementing preventive measures to mitigate future root intrusion. This upgrade will be funded through the Capital Projects fund. This item is scheduled to be included on the consent agenda for September 20th.

**Discussion Item #5: Renew Software Subscription and Annual Technical Support Agreement with Siemens:**

**Requester:** Nick Lilly

**Details:** Facilities Director Nick Lilly attended the work session to discuss renewing the software subscription and annual technical support agreement with Siemens. This agreement includes updates to the Desigo BMS software to facilitate its migration to a cloud-based server and provides for quarterly maintenance visits to ensure that critical devices are properly calibrated and functioning as intended. Currently, the jail is operating with an outdated version of the software, and there is a need to tune the control loop calibrations to maintain the performance of mechanical equipment effectively. The total cost for one year of service and software updates is \$35,748.00.

**Administrator Report:**

- Library Director Sarah Beeler is seeking a large donation to help offset costs for the Library project.
- Public Works Director Jeff Hurd spoke with a Jefferson County Commissioner regarding the issues Jefferson County is having with ODOT and the Hwy heading north. Mr. Hurd is going to gather information and statistics regarding traffic issues within Crook County for an upcoming discussion regarding Hwy 126.
- Currently without a staff member in Veterans Services. Need to recruit staff for clerical support and front desk administrative duties.
- Need to pay the final membership dues for Eastern Oregon Counties Association.
- Court members have received the final budget book.
- The Justice Center turning into a nice facility. This will be a major upgrade for Central Oregon and Crook County.
- Public meetings scheduled next week regarding governance.
- Interviewing currently for the CIO position.
- Public Works Director Jeff Hurd will be resigning by the end of next week. The County will need to recruit for this position.

Court Member Updates:

Commissioner Brummer will be taking a vacation from October 5<sup>th</sup> – 16<sup>th</sup>.  
Commissioner Barney will be attending upcoming Court meetings remotely due to upcoming time needed to be spent for planting/harvesting.

At 10:36 a.m. the Court read into Executive Session under the following statute(s): ORS 192.660(2)(h) Consulting with Counsel concerning the legal rights and duties of a public body with regard to current litigation or litigation likely to be filed; ORS 192.660(2)(e) For the purpose of conducting deliberations with persons designated by the governing body to negotiate real property transactions.

**EXECUTIVE SESSION**

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

**MOTION** to direct staff to correspond with counter parties as discussed in the Executive Session. Motion seconded. No discussion. Motion carried 3-0.

**MOTION** to authorize county personnel to purchase at auction a real property hangar as discussed in the Executive Session. Motion seconded. No discussion. Motion carried 3-0.

**MOTION** to authorize the Finance Director to draft a check for the down payment if the County's bid is successful plus as may be necessary a separate check for the buyer's premium. Motion seconded. No discussion. Motion carried 3-0.

**MOTION** was amended to include that the check in question would be the earnest money check. Motion seconded. No discussion. Motion carried 3-0.



**MOTION** to authorize the County's relator of record to go to the owners of the hangar and see if the County can purchase it outright as discussed in the Executive Session. Motion seconded. No discussion. Motion carried 3-0.

There being no further business before the Court, the meeting was **adjourned at 12:04 p.m.**

Respectfully submitted,

**Sarah Puerner**

**CROOK COUNTY COURT MINUTES  
OF SEPTEMBER 18, 2023 SPECIAL SESSION  
Open Portion**

**Be It Remembered** that the Crook County Court and Fair Board met in a Special Session on September 18, 2023, at 3:30 p.m. in the Central Oregon Community College, located at 510 SE Lynn Blvd, Prineville, OR 97754.

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

Fair Board Members: Stanley Flynn, Gail Merritt, Linda Cross, Linda Smith, Susan Hermreck, Mike McCabe

Others Present in Person or Via Zoom: Legal Counsel Eric Blaine; Administrative Executive Assistant Sarah Puerner; Fairgrounds Manager Casey Daly; Office Assistant Haley Crow; Contract County Administrator Andy Parks; Natural Resources Policy Coordinator Tim Deboodt; Ag Extension Manager Kim Herber.

**SPECIAL SESSION**

The meeting was **called to order at 3:30 p.m.**

The purpose of this meeting is to review the roles and responsibilities of the Fair Board, review five-year financials, discuss options to address funding deficiency, and discuss other issues that may arise.

**Agenda:**

1. Review of roles and responsibilities
2. Review of five-year financials
3. Discussion of options to address funding deficiency
4. Discussion of other issues
5. Executive session (real estate)
6. Adjourn

Contract County Administrator Andy Parks opened the meeting with an overview of the agenda. The primary topic was to clarify the roles and responsibilities of the Court and the Fair Board. Fairgrounds Manager Casey Daly presented the operating agreement, which has been in place since 2012. Following this, the board examined the five-year financial statements, including assumptions and forecasts, noting that the Fairgrounds have consistently overspent their budget, necessitating transfers from other funds to cover deficits, with the amounts varying annually.

Discussion then shifted to exploring alternative revenue sources to offset the Fairgrounds' operational costs. One suggestion was to expand RV parking to boost year-round revenue, as the County already collects RV registration fees in partnership with the Crook County Parks and Recreation District. However, an administrative rule currently prevents the Fairgrounds from managing these fees directly, which restricts

additional funding opportunities. Legal Counsel Eric Blaine committed to investigating this matter further.

The board also debated whether to set limits on fairground rental and alcohol sales, and the need to establish clear parameters for these activities moving forward. It was noted that the City of Prineville contributes \$13,000 annually to the Fairgrounds—a figure that has remained unchanged for years. Given that events at the Fairgrounds significantly benefit the city, particularly through Transient Room Tax (TRT) revenue, there was a proposal to negotiate for an increase in this contribution.

Additional revenue-generating ideas included seeking year-round sponsorships for events and specific facilities, such as covered buildings. Lastly, the importance of lobbying for state funding was emphasized as a critical measure to address the funding shortfall at the Fairgrounds.

At 4:53 p.m. the Court read into Executive Session under the following statute(s): ORS 192.660(2)(e) For the purpose of conducting deliberations with persons designated by the governing body to negotiate real property transactions.

### **EXECUTIVE SESSION**

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

**MOTION** to direct staff to confer with the realtor of record as discussed in the Executive Session. Motion seconded. No discussion. Motion carried 3-0.

There being no further business before the Court, the meeting was **adjourned at 5:20 p.m.**

Respectfully submitted,

**Sarah Puerner**

**CROOK COUNTY COURT MINUTES  
OF SEPTEMBER 20, 2023, REGULAR MEETING  
Open Portion**

**Be It Remembered** that the Crook County Court met in a Regular Court meeting on September 20, 2023, at 9:00 a.m. in the County meeting room located at 320 NE Court Street, Prineville, Oregon 97754.

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

Absentees: None

Others Present in Person or Via Zoom: Legal Counsels Eric Blaine and John Eisler; Administrative Executive Assistant Sarah Puerner; Fairgrounds Manager Casey Daly; Public Works Director Jeff Hurd; Finance Director Christina Haron; Airport Manager Kelly Coffelt; Assessor Jon Soliz; Building Official Randy Davis; Community Development Director Will Van Vactor; Human Resources Director Kim Barber; Contract County Administrator Andy Parks; Library Director Sarah Beeler; Sheriff Gautney; Budget Analyst Jamie Berger; Natural Resources Policy Coordinator Tim Deboodt; Garth Finley; Barbara Vieu; Jackie and Allan Coxe; Chris Gannon; Terry Weitman; and members of the public.

**REGULAR SESSION**

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

**Public Comment:**

Jackie Coxe has been a resident of Central Oregon since she was four years old and has lived in Crook County for the past 30 years. Wanted to ask what is the Administrator supposed to do other than what the Commissioners do? Why does the County need an Administrator? Is the Administrator qualified?

Judge Crawford answered saying that Crook County is one of the fastest growing counties in Oregon and that his job has become two and the County needs someone else to step in and help with the growth of the County. He also added that anyone the County hires is qualified.

Barbara Vieu mentioned that we need to stay abreast of the growth in the County. Ms. Vieu mentioned the lime green sheet and that the CIO job opening is now being advertised. In addition, Ms. Vieu stated that we don't want to become Bend or compare us to Bend and had no idea about an Administrator being hired back in April. Requests that the County become more transparent and honest with the community members.

**Consent Agenda:**

1. Approve Minutes
2. Request approval of amendment to Intergovernmental Agreement for "Central Oregon Regional Collaborative," an agreement between local governments to apply for CDBG \$.
3. 2023-2025 IGA for the Financing of Local Public Health Services in Crook County Agreement #180007-1 Awards tobacco prevention funds

4. Award contract to Greenbar Excavation for the Library Patio Renovation Project
5. Renew Software Subscription and Annual Technical Support Agreement with Siemens
6. Extension of OJD Agreement re: ARPA funds
7. Amendment No. 6 to Community Mental Health Program agreement with BestCare Treatment Services, for school based health center (SBHC) services

**MOTION** to approve the Consent Agenda as written. Motion seconded. No discussion. Motion carried 3-0.

**Discussion item #8: Presentation for \$25,000 County support request:**

**Requester:** Andy Gallagher, District Manager for Crook County Soil and Water Conservation District

**Details:** Andy Gallagher, District Manager for the Crook County Soil and Water Conservation District, attended the Regular Session to present to the Court and request their support in the amount of \$25,000. The District, which primarily operates through grant funding, offers technical and financial assistance to county residents and landowners. This funding would support initiatives to enhance irrigation efficiency and water quality, and also provide a foundation for future grant writing efforts. Mr. Gallagher outlined the District's current projects, including efforts at Hampton Buttes, prescribed burns, mule deer habitat and migration, fish passage and stream improvements in Ochoco Creek, and the Sage Grouse program. This financial support request was already included in the FY24 budget during the budget approval process.

**MOTION** to approve the \$25,000 for the county support for the Crook County Soil and Water Conservation District. Motion seconded. No discussion. Motion carried 3-0.

**Discussion item #9: FBO proposal to provide fuel and aviation services:**

**Requester:** Kelly Coffelt, Airport Manager

**Details:** Airport Manager Kelly Coffelt attended the Regular Session to discuss a Fixed Base Operator (FBO) proposal from Hood Aero. The proposal outlines a five-year contract where Hood Aero would manage the airport's fuel services, as well as lease office space and several hangars. This partnership would enable the provision of multiple services immediately to pilots, including offerings currently unavailable at the airport. This arrangement is expected to be highly beneficial, not only enhancing the airport's capabilities but also serving as a positive financial venture for Crook County. A budget review indicates that outsourcing these services to a contractor like Hood Aero will lead to an increase in airport revenue and expand the available aviation services.

**MOTION** to approve the FBO agreement. Motion seconded. No discussion. Motion carried 3-0.

**Discussion item #10: Approval of Crook County Community Corrections Biannual Plan**

**Requester:** Aaron Boyce, Sheriff's Office

**Details:** Lieutenant Aaron Boyce from Parole and Probation attended the Regular Session to request approval for the Crook County Community Corrections Biannual

Plan. This plan is entirely funded by a grant from the Oregon Department of Corrections, with approximately \$2.1 million allocated for the 2023-2025 period. Mr. Boyce detailed the allocation of these funds within the Parole and Probation division of the Crook County Sheriff's Office for the next two years. The bulk of the funding will cover salaries, local control beds in the jail, and jail sanctions. This program is fully funded by the state and does not affect the general fund.

**MOTION** to approve the Crook County Community Corrections Biannual Plan. Motion seconded. No discussion. Motion carried 3-0.

**Discussion item #11: Review inmate communications services agreement and rate schedule, with Smart Communications:**

**Requester:** Eric Blaine

**Details:** Hannah Pierce, Jail Liaison from Smart Communications, attended the Regular Session to review the inmate communications services agreement and rate schedule with the Court. This system is essential for allowing incarcerated individuals in Crook County to maintain contact with their families, friends, and attorneys. The proposed agreement, which would replace an expiring contract, grants Smart Communications exclusive rights to install and operate communication equipment in the Crook County Jail. The system encompasses visitation, phone, and messaging services, which are crucial for those incarcerated to connect with the outside world. A vital component of this system is the postal and mailing services, which help limit the introduction of contraband into the facility. Additionally, the system provides inmates access to the Law Library.

**MOTION** to approve the Master Services Agreement with Smart Communications regarding the inmate communications services. Motion seconded. No discussion. Motion carried 3-0.

**Discussion item #12: Consider Supplement to Statewide Allocation Agreement for opioid settlement funds:**

**Requester:** Eric Blaine

**Details:** Legal Counsel Eric Blaine attended the Regular Session to present a supplement to the Statewide Allocation Agreement concerning opioid settlement funds. There have been numerous class action lawsuits claiming damages suffered by local public entities due to the actions of opioid manufacturers, distributors, and wholesalers. One group involved in these proceedings is known as the "Jansen" defendants. Other lawsuits have involved companies like Allergan, Teva, Walgreens, and Walmart, as well as the bankruptcy of Mallinckrodt. The State of Oregon stipulated that it would not allocate any of the Jansen settlement funds to local governments unless they signed a Statewide Settlement Agreement. This agreement mandates that 45% of the settlement funds go to the state and imposes restrictions and usage requirements on local governments. However, the original agreement did not adequately address the settlements from other (non-Jansen) lawsuits. In response, local governments and the state collaborated on a supplement, which addresses the settlements with Allergan, Teva, Walgreens, and Walmart, the Mallinckrodt bankruptcy, and any future, similar class action settlements related to the opioid epidemic.

**MOTION** to approve the supplement to the Statewide Allocation agreement. Motion seconded. No discussion. Motion carried 3-0.

**Administrator Report:**

Andy Parks noted that the County has received some complaints regarding Republic Services. There is a complaint form on our website to capture complaints in an easier fashion. Deschutes County is having similar issues with Republic Services as well.

**Court Member Updates:**

All Court members are going down to Klamath Falls for upcoming AOC meetings.

At 9:44 a.m. the Court convened into Executive Session under the following statute(s): ORS 192.660(2)(h) Consulting with Counsel concerning the legal rights and duties of a public body with regard to current litigation or litigation likely to be filed; ORS 192.660(2)(f) To consider information or records that are exempt from disclosure by law, including written advice from your attorney; ORS 192.660(2)(e) For the purpose of conducting deliberations with persons designated by the governing body to negotiate real property transactions.

**EXECUTIVE SESSION**

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

**MOTION** to approve the easement with the City of Prineville. Motion seconded. No discussion. Motion carried 3-0.

**MOTION** to approve the easement with the City of Prineville. Motion seconded. No discussion. Motion carried 3-0.

**MOTION** to direct staff to correspond with the counter party as discussed in the Executive Session. Motion seconded. No discussion. Motion carried 3-0.

**MOTION** to direct staff and agents to correspond with the counter parties as discussed in the Executive Session and to take the additional steps as discussed in the Executive Session. Motion seconded. No discussion. Motion carried 3-0.

There being no further business before the Court, the meeting was **adjourned at 11:28 a.m.**

Respectfully submitted,

**Sarah Puerner**

**CROOK COUNTY COURT MINUTES  
OF SEPTEMBER 26, 2023 SPECIAL SESSION  
Open Portion**

**Be It Remembered** that the Crook County Court met in a Special Session on September 26, 2023, at 9:00 a.m. in the Administration Conference room located at 203 NE Court Street, Prineville, Oregon 97754.

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

Absentees: None

Others Present in Person or Via WebEx: Legal Counsels Eric Blaine and John Eisler; Human Resource Generalist Amy Albert; Administrator Andy Parks; John DiLorenzo and Aaron Stuckey.

At 9:00 a.m. the Court read into Executive Session under the following statute(s): ORS 192.660(2)(h) Consulting with Counsel concerning the legal rights and duties of a public body with regard to current litigation or litigation likely to be filed.

**EXECUTIVE SESSION**

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

**MOTION** to direct staff to correspond with counter party as discussed in executive session. Motion seconded. No further discussion. Motion carried 3-0.

**MOTION** to delegate discretion to County Counsel to proceed as discussed in executive session. Motion seconded. No further discussion. Motion carried 3-0.

There being no further business before the Court, the meeting was **adjourned at 9:39 a.m.**

Respectfully submitted,

**Amy Albert**



**CROOK COUNTY COURT MINUTES  
OF SEPTEMBER 27, 2023, WORK SESSION  
Open Portion**

**Be It Remembered** that the Crook County Court met in a regularly scheduled Work Session on September 27, 2023, at 9:00 a.m. in the Administration Conference room located at 203 NE Court Street, Prineville, Oregon 97754.

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

Absentees: None

Others Present in Person or Via Zoom: Legal Counsels Eric Blaine and John Eisler; Administrative Executive Assistant Sarah Puerner; Human Resources Director Kim Barber; Community Development Director Will Van Vactor; Building Official Randy Davis; Finance Director Christina Haron; Fairgrounds Manager Casey Daly; Assessor Jon Soliz; Library Director Sarah Beeler; Ag Extension Manager Kim Herber; Sean Briscoe; Levi Roberts; Natural Resources Policy Coordinator Tim Deboodt; Undersheriff Bill Elliott; Jack Colpitt; Contract County Administrator Andy Parks; Anna Kaminski; Aaron Landau; Shannon Alleman; Karen Bushnell; Julie Grossmeyer; Monty Kurtz; and members of the public.

**WORK SESSION**

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

**Public Comment:** None

**Additional Items:**

Purchase of Hangar – Legal Counsel John Eisler introduced this agenda item, which was added late. The closing date for this purchase has been advanced to this coming Friday. The legal team is requesting that the documents be signed immediately to ensure they are prepared for Friday. The two documents presented include the termination of the Elden Hangar lease and the lease agreement for the new Fixed Base Operator (FBO) to occupy the building starting October 1st.

**MOTION** to approve the termination of private hangar lease with Prineville Aviation, LLC. Motion seconded. No discussion. Motion carried 3-0.

**MOTION** to approve amendment to Crook County/Prineville Airport s39 fixed base operator lease agreement and license. Motion seconded. No discussion. Motion carried 3-0.

**Discussion Item #1: Grant applications through ODOTs Local Bridge Program:**

**Requester:** Jeff Hurd

**Details:** Andy Parks presented this item to the Court on behalf of Jeff Hurd. Crook County has the chance to apply for funding through the ODOT Local Bridge Program for the replacement of one or possibly two bridges currently in need on the county road

system. ODOT requires a 10.27% local match, and the application deadline is October 16th. If the Court is open to applying, the full grant applications will be presented for approval on October 4th, to meet the application deadline. The combined project costs for both bridges total \$3,724,836. If awarded, the funds would need to be obligated as early as 2027 and no later than 2030. This item will move to the consent agenda for October 4<sup>th</sup>.

**Discussion Item #2: Community Development Monthly Update:**

**Requester:** Will Van Vactor

**Details:** Community Development Director Will Van Vactor and Building Official Randy Davis provided the Court with the monthly update for Community Development during the work session. In the Building Department, although there are 70 fewer permits issued this year compared to last, the department is actively managing 277 commercial projects. Notable projects include a new liquor store, ongoing work at the Museum and Justice Center, increased developments at the Old Mill including a new lease and plans for Abby's, developments in apartment complexes, and activity in an industrial park. The Planning Department has seen a slowdown, receiving just 21 applications in August, with overall activity remaining steady but slow. A notable upcoming event is a planning commission hearing for Grand Ridge two, focusing on an agritourism wedding/event space. Meanwhile, Code Compliance has maintained a high number of active cases, having opened and closed one case this month.

**Discussion Item #3: Crook County Solid Waste Application for a Disposal Fee Credit:**

**Requester:** Sarah Puerner

**Details:** Administrative Executive Assistant Sarah Puerner presented an item to the Court regarding a late application for a disposal credit from BestCare. The application was delayed due to a change in BestCare's Operations Manager, resulting in the new manager not receiving the initial notification to apply for the credit. The Crook County Solid Waste Application is designed to assist nonprofit organizations that are dedicated to promoting recycling and reuse of consumer goods. To be eligible, an organization must be a registered nonprofit, have a physical presence in Crook County, and actively promote recycling and reuse initiatives. This application will be included on the consent agenda for final approval on October 4th.

**Discussion Item #4: Consider ratification of appointment of Chief Information Officer (CIO):**

**Requester:** Andy Parks

**Details:** Andy Parks attended the work session to discuss the ratification of the appointment of a Chief Information Officer with the Court. The County initially received applications from four high-quality candidates, with one withdrawing early in the process. The remaining three candidates were interviewed, and the selection was narrowed down to the top two. The leading candidate has been recommended, with their desired starting salary at the upper limit of the salary range. Court members will meet with this candidate next Tuesday with a decision to move forward with final approval on October 4<sup>th</sup>.

**Discussion Item #5: Consider actions to change form of government and positions of Crook County government:**

**Requester:** Andy Parks

**Details:** Outside Legal Counsel Aaron Landau attended the work session to advise on potential changes to the governance structure of Crook County government. Judge Crawford expressed that he feels the County needs more time to deliberate before making a decision. One proposed approach is to establish a charter committee. This committee would consist of nine members: four appointed by the Court, four by local legislative representatives, and one selected by the other eight members. The committee would be tasked with developing a charter, conducting a public hearing, and ultimately putting the charter to a vote on the ballot. This process is expected to take 1-2 years. Mr. Landau clarified that changing the governance from a County Court to a Board of Commissioners does not necessitate a public vote according to statute; however, the Court may still opt to put this change to a public vote. Should this change occur, the current County Court members would become the County Board of Commissioners, maintaining the same three members. Decisions about changing from full-time to part-time status rest solely with the Court and do not require public voting. Commissioner Barney wants this information ready for the Court's decision by October 4th, advocating for the continuation towards transitioning to a Board of Commissioners. Additionally, there is support for eliminating the Judge title position in favor of hiring a permanent administrator. Commissioner Brummer expressed concerns about effectively educating the community should this matter proceed to a public vote, citing transparency issues and a general lack of knowledge evident from comments at recent public meetings. Notably, many comments questioned the April decision to hire an administrator, highlighting the community's need for clearer communication. Crook County Court members made the decision to table this discussion until a later meeting date.

**Administrator Report:** None

**Court Member Updates:** None

At 10:54 a.m. the Court read into Executive Session under the following statute(s): ORS 192.660(2)(h) Consulting with Counsel concerning the legal rights and duties of a public body with regard to current litigation or litigation likely to be filed.

### **EXECUTIVE SESSION**

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

**MOTION** to direct staff to proceed as directed in the Executive Session. Motion seconded. No discussion. Motion carried 3-0.

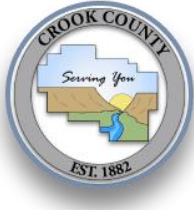
**MOTION** to authorize Judge Crawford to close the documents on behalf of the County for Prineville.... Motion seconded. No discussion. Motion carried 3-0.

There being no further business before the Court, the meeting was **adjourned at 11:07 a.m.**

Respectfully submitted,

**Sarah Puerner**

## 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):**

/



## Memorandum of Understanding

The Crook County Public Library works with many local partners and government agencies to develop enriching programs and services for our communities throughout Crook County. The intent of this agreement is that both agencies benefit from their partnership without imposing on their respective constituencies and programs.

1) PARTIES: The parties to this Agreement are:

**United States Forest Service (USFS) Deschutes National Forest  
and  
Crook County Public Library (Library)**

2) DURATION: This Agreement shall begin on June 15, 2024 and continue through June 14, 2025. It may be terminated by either partner with a minimum of 30 days written notice via letter or email.

3) MODIFICATION: This Agreement may be modified at any time by written agreement of the parties. Any modifications will require the signatures of both parties.

4) USFS OBLIGATIONS

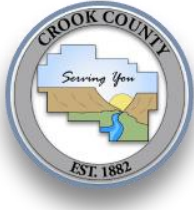
- USFS agrees that a Library Wilderness Pass is similar to a Central Oregon Cascades Wilderness Permit with the following exceptions:
  - o Four (4) persons admitted to any of the identified wilderness areas over a 7-day period from date of issuance by the Library
  - o Overnight or day use by Library Wilderness Pass holder
  - o Multiple trail use over noted 7-day period
- USFS agrees to communicate in writing or email any change(s) to the Central Cascades Wilderness permit including the addition or deletion of designated trails.
- USFS will include a link to Library Wilderness Pass information on the Central Cascades Wilderness Permit website as the sole source of information for the Library Wilderness Pass.

5) CROOK COUNTY PUBLIC LIBRARY OBLIGATIONS

- The Library agrees to provide six (6) Wilderness passes to check out to Crook County residents only. Distribution of passes will be handled through Quipu e-PASS and available online only.
- The Library agrees to provide information about the Library Wilderness Pass to residents and will refer questions about the Central Cascades Wilderness Permit to the USFS.
- The Library will include a link to the Central Cascades Wilderness Permit website as the sole source of information for the Central Cascades Wilderness Permit.
- The Library agrees to collect and maintain statistics about the Library Wilderness Pass and report to the USFS.



## AGENDA ITEM REQUEST



**Date:**

**Meeting date desired:**

**Subject:**

**Background and policy implications:**

**Budget/fiscal impacts:**

**Requested by:**

**Presenters:**

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

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

/



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

**IN THE MATTER OF THE  
APPOINTMENT TO THE FLAT ROCK  
ROAD DISTRICT**

**ORDER 2024-33**

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

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

**NOW, THEREFORE**, it is hereby **ORDERED** that that the Crook County Board of Commissioners makes the following appointment to the Flat Rock Road District:

<b>Board</b>	<b>Appointee</b>	<b>Term</b>	<b>Oath required</b>
Flat Rock Road District Position #2	Steven Beeler	3 Year Term Expiring: 6/30/2027	Yes

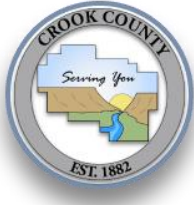
DATED this 5<sup>th</sup> day of June 2024.

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

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

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

## 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):**

INTERGOVERNMENTAL AGREEMENT #6609  
BETWEEN THE STATE OF OREGON AND CROOK COUNTY

TABLE OF CONTENTS

I	DEFINITIONS .....	2
II	AUTHORITY AND DURATION .....	3
III	PLAN AND PLAN MODIFICATION .....	3
IV	AMENDMENTS GENERALLY .....	4
V	DUTIES AND RESPONSIBILITIES OF COUNTY .....	4
VI	DEPARTMENT RESPONSIBILITIES .....	6
VII	PERFORMANCE GOALS .....	6
VIII	FUNDS .....	7
IX	NONCOMPLIANCE .....	7
X	INDEMNIFICATION. See Exhibit B .....	7
XI	TERMINATION .....	8
XII	COMPLIANCE WITH APPLICABLE LAW .....	8
XIII	ACCESS TO RECORDS .....	8
XIV	SURVIVAL .....	9
XV	GOVERNING LAW; JURISDICTION; VENUE .....	9
XVI	WAIVER .....	9
XVII	EXECUTION AND COUNTERPARTS .....	9
XVIII	NOTICE .....	9
XIX	MERGER; INTEGRATION .....	10
	EXHIBIT A COUNTY INTERVENTION PLAN and BUDGET SUMMARY .....	11
	EXHIBIT B INDEMNIFICATION .....	12

This Agreement is between the State of Oregon acting by and through its Department of Corrections, hereafter called DEPARTMENT, and Crook County, hereafter called COUNTY.

Whereas, DEPARTMENT is an agency of the State of Oregon and COUNTY is a unit of local government of the State of Oregon and both parties desire to cooperate by agreement to provide correctional services in COUNTY within the requirements as authorized by ORS 423.475 to 423.565;

Whereas, the Legislative Assembly of Oregon enacted legislation establishing shared responsibility between county corrections programs and the DEPARTMENT on a continuing basis (ORS 423.475 to 423.565);

Whereas, ORS 144.106 provides “the supervisory authority shall use a continuum of administrative sanctions for violations of post-prison supervision”;

Whereas, Oregon Laws 2008, chapter 14 (Measure 57) was passed by voters of the State of Oregon increasing sentences for certain drug trafficking and theft crimes, requiring addiction treatment for certain offenders at risk of reoffending, and authorizing DEPARTMENT to make grants to counties to provide supplemental funding;

Whereas, supplemental funds have been made available to counties for treatment of drug-addicted persons, in accordance to OAR Chapter 291, Division 31;

Whereas, supplemental funds are made available to counties based on a formula that matches the COUNTY’s percentage share of community corrections grant-in-aid funds;

Whereas, the DEPARTMENT will administer distribution of grants to counties;

Now, therefore, THE PARTIES HERETO, in consideration of the mutual promises, terms and conditions hereinafter provided, agree to the following:

## **I DEFINITIONS**

- A. Amendment: Any change to this Agreement that alters the terms and conditions of the Agreement. Plan Modifications are NOT Amendments.
- B. Budget Summary: A budget submitted by COUNTY and approved by DEPARTMENT which identifies personnel, materials, services and funding COUNTY will use to implement the Plan. COUNTY’s Intervention Budget Summary is described in Exhibit A, which is incorporated into and made part of this Agreement.
- C. Community Corrections Manager: Individual designated by COUNTY pursuant to ORS 423.525 as responsible for administration of the community corrections programs as set forth by the Plan.
- D. County Corrections: All COUNTY agencies and officials who carry out the responsibilities in ORS 423.478(2)(a)-(f) and the activities of carrying out those responsibilities.
- E. Supplemental Funding Intervention Grant or Grant: Grant(s) made by DEPARTMENT to assist COUNTY in the implementation and operation of the Plan under this Agreement.

- F. Supplemental Funding Intervention Plan or Plan: A document developed by the COUNTY and approved by the DEPARTMENT which describes COUNTY's approach to providing effective Interventions for drug addicted adults on supervision under COUNTY supervision. The County Intervention Plan is described in Exhibit A, County Intervention Plan and Budget Summary.
- G. Intervention: A response to Participant compliance with conditions of the Plan.
- H. Participant: An adult, under supervision of the COUNTY and enrolled in the Plan.
- I. Plan Modification: A written change or alteration to the Plan promulgated by COUNTY modifying the Plan.
- J. Sanctions or Structured Sanctions: A response to violation by an adult on supervision of conditions of supervision that uses custody units.
- K. Statewide Evaluation and Information System: The Corrections Information Systems (CIS) including the Offender Profile System (OPS), the Integrated Supervision Information System (ISIS), Case Management for Institutions (CMI), Offender Management System (OMS), Offender Information System (OIS), Interstate Compact Offender Tracking System (ICOTS), and related case management modules.
- L. Supervisory Authority: The local corrections official or officials designated in each COUNTY by that COUNTY's Board of County Commissioners or county court to operate corrections supervision services, custodial facilities or both.
- M. Texas Christian University (TCU) Assessment Tool: The Texas Christian University Assessment tool, to be used on Participants in COUNTY program, mandated by the DEPARTMENT.

## II AUTHORITY AND DURATION

### A. Authority

This Agreement is entered into pursuant to the provisions of ORS 423.520.

### B. Duration

This Agreement will become effective on **July 1, 2023** and will remain in effect until **June 30, 2025** or until terminated according to Section XI (*Termination*).

## III PLAN; PLAN MODIFICATIONS

- A. The Plan must be received and approved by DEPARTMENT before disbursements of Grant funds described in Section VIII can be made to COUNTY.
- B. Plan Modifications: COUNTY and DEPARTMENT agree that the Plan must remain a flexible instrument capable of responding to unforeseen needs and requirements. A copy of all Plan Modifications will be marked in sequence beginning with the designation "Plan Modification 1" and attached to the above-mentioned Plan.

DEPARTMENT will notify COUNTY of any concerns about the modification or the need for an amendment within a 30 calendar day period after DEPARTMENT receives the Plan Modification.

- C. Notice of Modification: DEPARTMENT shall provide to COUNTY an approved form for modifications as soon as practicable after execution of this Agreement.
- D. Plan Modifications shall become effective upon the date the Plan Modification is approved in writing by the DEPARTMENT.

#### **IV AMENDMENTS GENERALLY**

The terms of this Agreement shall not be waived, altered, modified, supplemented or amended, in any manner whatsoever, except by written Amendment signed by the parties. An Amendment shall become effective only after all parties have signed and all approvals have been obtained.

#### **V DUTIES AND RESPONSIBILITIES OF COUNTY**

- A. COUNTY shall assume administrative responsibility to provide services as outlined in the Plan.
- B. COUNTY shall incorporate the principles described below into the Plan:
  - 1. Treatment programs shall be evidence-based. Evidence-based programs are delivered consistent with the findings in research about what works best to reduce recidivism.
  - 2. Assessment which is standardized, objective, and comprehensive shall be used to prioritize treatment, determine criminal risk factors, and to determine the proper level of care. Assessments of risk shall be based on actuarial risk assessment tools.
  - 3. Rules, requirements and expectations for Participants, including consequences for success and for failure are made formal and clear by an authority figure.
  - 4. An individual case plan shall be developed for each Participant. The case plan shall include criminal risk factors in addition to addiction that will be addressed in treatment.
  - 5. Treatment program design shall address issues of motivation. Treatment options shall be available for Participants consistent with their assessed stage of change.
  - 6. Treatment program design shall be culturally competent and responsive when identifying individuals who would be best served by a specific program.
  - 7. Treatment shall be based on cognitive and behavioral interventions and social learning approaches. Treatment programs shall be of sufficient length and intensity to produce stable behavior changes based on replacing old

patterns of thinking and behaving and learning and practicing new skills for avoiding drug use and criminal behavior.

8. The Plan shall utilize a system of graduated Sanctions and incentives which are swift and certain and which encourage recovery goals while holding Participants accountable for non-compliant behaviors.
  9. Drug testing may be used as a treatment or accountability tool. There shall be a response, either an intervention or sanction, for this or any other rule violation, but that response shall not automatically result in withdrawal from treatment. Sanctions shall be administered in a manner to assure longer stays in treatment which are associated with good outcomes.
  10. Co-ed treatment shall be avoided if possible.
  11. Programs shall include relapse prevention planning and comprehensive transition planning so that participants are more likely to adjust to the next level of care or change in living situation.
  12. Addictions treatment programs must be licensed by the State of Oregon to provide addictions treatment.
- C. COUNTY shall incorporate the following data requirements into the Plan:
1. COUNTY will identify Participants through the indicating 'Y' under the M57 Tx data field, located in the Treatment Module.
  2. The start and stop date of the actual program participation, as well as program exit code, will be entered into the CIS Treatment Module.
  3. Program Participants will be assessed for level of severity of addiction, using the Texas Christian University assessment tool (available at no cost), and enter corresponding data as determined by DEPARTMENT.
- D. COUNTY will prepare and furnish such data, descriptive information and reports as may be requested by DEPARTMENT as needed to comply with ORS 423.520, which states in part, "The department shall require recipients of the grants to cooperate in the collection and sharing of data necessary to evaluate the effect of community corrections programs on future criminal conduct." COUNTY will enter data into the Statewide Evaluation and Information System in a complete, accurate, and timely manner. COUNTY acknowledges and agrees that DEPARTMENT has the right to reproduce, use and disclose all or any part of such reports, data and technical information furnished under this Agreement.
- E. COUNTY will permit authorized representatives of DEPARTMENT to make such review of records of COUNTY as may be necessary to satisfy audit and/or program review purposes. A copy of any audit or monitoring report will be made available to COUNTY.
- F. COUNTY will follow DEPARTMENT's prescribed allotment and expenditure reporting system in accordance with Exhibit A. This system will be used for

controlling Supplemental Funding Intervention Grant funds by DEPARTMENT and to provide suitable records for an audit.

- G. If funding from DEPARTMENT is reduced or discontinued by legislative action, COUNTY will not be required to increase use of COUNTY revenue for continuing or maintaining corrections services as set out in this Agreement.

**VI DEPARTMENT RESPONSIBILITIES.** The DEPARTMENT will:

- A. Participate according to this Agreement.
- B. Provide funding as described in Section VIII of this Agreement.
- C. Furnish COUNTY, in a timely manner, those rules, administrative directives and procedures required for COUNTY to meet its obligations described herein.
- D. Subject to system capacity and data processing capabilities, DEPARTMENT will furnish data, descriptive information and reports, available to DEPARTMENT and requested by COUNTY that will assist COUNTY in complying with DEPARTMENT requirements. DEPARTMENT hereby grants to COUNTY the right to reproduce, use, and disclose all or part of such reports, data, and technical information furnished under this Agreement.
- E. If by legislative action, funding from DEPARTMENT is reduced to COUNTY, DEPARTMENT agrees to provide reasonable notice and transition opportunity to COUNTY of changes that may significantly alter approved appropriations and programs.
- F. DEPARTMENT will provide technical assistance to COUNTY in implementing and evaluating COUNTY's Plan.

**VII PERFORMANCE GOALS**

Interventions funded under this Agreement will be evaluated by the DEPARTMENT for treatment effectiveness. Goals for the evaluation are to determine if:

- A. Treatment programs are evidence-based, as evaluated by the Corrections Program Checklist.
- B. Recidivism is reduced: Participants will recidivate at lower rates than similar untreated adults on supervision.
- C. Participants reduce drug use: Results of random urinalysis will be analyzed.
- D. Participants show evidence of improved community functioning: Improved community functioning will be measured by successful completion of the program and through the existing community corrections performance measures (successful completion of supervision, employment, payment of restitution and/or community service work).



## VIII FUNDS

- A. Exhibit A identifies the Supplemental Funding Intervention Grant funds authorized under this Agreement for the implementation of the Plan during the term of this Agreement.
- B. Payment to COUNTY will be made in two payments. One-half of the Grant funds will be disbursed to County within 15 days after execution of this Agreement. The second half of the Grant funds will be disbursed on July 1, 2024.
- C. Both parties agree that all reallocations of Grant funds within programs shall require a Plan Modification.
- D. Unexpended Funds: Grant fund balances remaining at the termination of this Agreement may be retained by the COUNTY, upon approval by DEPARTMENT, for the provision of on-going supervision, correctional services, and sanctions in accordance with the Plan.
- E. Unauthorized Expenditures: Any Grant funds disbursed to COUNTY that are expended for unauthorized purposes, or any Unexpended Funds not retained by COUNTY under Section VIII.D, will be deducted by DEPARTMENT from subsequent payments under this Agreement or refunded to DEPARTMENT promptly upon DEPARTMENT's written request and no later than 15 days after DEPARTMENT's written request.
- F. **Maximum Grant Amount.** Grant funds are based upon COUNTY's Application for Supplemental Funds. Unless amended, the maximum, not-to-exceed Supplemental Funding Intervention Grant payable to COUNTY under this Agreement is \$107,816. The maximum Grant amount may be increased only by written amendment of this Agreement which is signed by all parties and with all required State approvals.
- G. Disbursement of Grant funds under this Agreement is contingent on DEPARTMENT receiving funding, appropriations, limitations, allotments, or other expenditure authority sufficient to allow DEPARTMENT, in the exercise of its reasonable administrative discretion, to make the disbursement.

## IX NONCOMPLIANCE

- A. The Assistant Director of Community Corrections or the Assistant Director's designee of the Community Corrections Division shall review COUNTY's compliance with this Agreement. COUNTY must substantially comply with the provisions of the Plan received by DEPARTMENT and this Agreement.

If, upon review, DEPARTMENT determines that there are reasonable grounds to believe that COUNTY is not in substantial compliance with the Agreement or Plan, including but not limited to COUNTY has failed to meet standards of evidence-based treatment programs as required in Section V.B.1, DEPARTMENT and COUNTY shall proceed in accordance with OAR Chapter 291-031, to reach compliance or, if compliance is not obtained, to suspend funding.

- X **INDEMNIFICATION.** See Exhibit B, which is incorporated into and made part of this

Agreement.

## **XI TERMINATION**

- A. Parties Right to Terminate at its Discretion. At its sole discretion, any party to this Agreement may terminate this Agreement for its convenience upon 30 days' prior written notice.
- B. Parties may terminate this Agreement immediately upon written notice if federal or state laws, regulations, or guidelines are modified or interpreted in such a way that DEPARTMENT or COUNTY cannot lawfully perform its obligations under this Agreement.
- C. It is understood and agreed by the parties hereto that this Agreement will remain in force only during its term and will not continue in force after its term. There will be no automatic extension. This Agreement may be extended only by written consent of the parties hereto.
- D. It is understood and agreed by the parties hereto that if any part, term or provision of this Agreement, including any part, term or provision of any appended material, is held by a court to be illegal or in conflict with any law of the State of Oregon or applicable administrative rule, that element of the contract including relevant appended materials will be void and without effect and will be treated by the parties as having been terminated as of the date of determination of the voidness.
- E. It is understood and agreed by the parties hereto that this Agreement will automatically terminate if the State of Oregon provides no funding. If there is reduced state funding, COUNTY may terminate the Agreement as described herein.

## **XII COMPLIANCE WITH APPLICABLE LAW**

Both Parties shall comply with all federal, state and local laws, regulations, executive orders, and ordinances to which each is subject and which is applicable to this Agreement. Without limiting the generality of the foregoing, the parties expressly agree to comply with: (i) Title VI of the Civil Rights Act of 1964; (ii) Section V of the Rehabilitation Act of 1973; (iii) the Americans with Disabilities Act of 1990 and ORS 659A.142; (iv) all regulations and administrative rules established pursuant to those laws; and (v) all other applicable requirements of federal and state civil rights and rehabilitation statutes, rules and regulations. All employers, including COUNTY, that employ subject workers who work under this Agreement in the State of Oregon shall comply with ORS 656.017 and provide the required Workers' Compensation coverage unless such employers are exempt under ORS 656.126. COUNTY shall ensure that each of its subcontractors complies with these requirements.

Nothing in this Agreement shall require COUNTY or DEPARTMENT to act in violation of state or federal law or the Constitution of the State of Oregon.

## **XIII ACCESS TO RECORDS**

For not less than six (6) years after Agreement expiration, DEPARTMENT, the Secretary of State's Office of the State of Oregon, the federal government, and their duly authorized

representatives shall have access to the books, documents, papers and records of COUNTY which are directly pertinent to this specific Agreement for the purpose of making audit, examination, excerpts, and transcripts. COUNTY shall retain all pertinent records until the later of (i) the date that is not less than six (6) years following the Agreement expiration date or (ii) the date on which all litigation regarding this Agreement is resolved. COUNTY agrees full access to DEPARTMENT will be provided in preparation for and during litigation. Copies of applicable records shall be made available upon request. DEPARTMENT shall reimburse COUNTY for the cost of copies DEPARTMENT requests.

#### **XIV SURVIVAL**

All rights and obligations shall cease upon termination or expiration of this Agreement, except for the rights and obligations set forth in Sections IV, X, XI, XII, XIII, XIV, and XV.

#### **XV GOVERNING LAW; JURISDICTION; VENUE**

The laws of the State of Oregon (without giving effect to its conflicts of law principles) govern all matters arising out of or relating to this Agreement, including, without limitation, its validity, interpretation, construction, performance, and enforcement. Any party bringing a legal action or proceeding against any other party arising out of or relating to this Agreement shall bring the legal action or proceeding in the Circuit Court of the State of Oregon for Marion County. Each party hereby consents to the exclusive jurisdiction of such court, waives any objection to venue, and waives any claim that such forum is an inconvenient forum.

#### **XVI WAIVER**

The failure of either party to enforce any provision of this Agreement will not constitute a waiver by that party of that or any other provision.

#### **XVII EXECUTION AND COUNTERPARTS**

This Agreement may be executed in several counterparts, each of which will be an original, all of which will constitute but one and the same instrument.

#### **XVIII NOTICE**

Except as otherwise expressly provided in this Agreement, any notices between the Parties to be given hereunder shall be given in writing by personal delivery, facsimile, electronic mail, or mailing the same, postage prepaid to COUNTY or DEPARTMENT at the address or number set forth below, or to such other addresses or numbers as any Party may indicate pursuant to this section. Any notice so addressed and mailed shall be effective five (5) days after mailing. Any notice delivered by facsimile shall be effective on the day the transmitting machine generates a receipt of the successful transmission, if transmission was during normal business hours of the recipient, or on the next business day, if transmission was outside normal business hours of the recipient. Any notice delivered by electronic mail shall be effective on the day of notification of delivery receipt, if delivery was during normal business hours of the recipient, or on the next business day, if delivery was outside normal business hours of the recipient. Any notice given by personal delivery shall be effective when actually delivered to the Authorized Representatives listed below:

To DEPARTMENT: Jeremiah Stromberg, Assistant Director  
Community Corrections Division  
Department of Corrections  
3723 Fairview Industrial Drive SE, Ste 200  
Salem, OR 97310  
Telephone: 503-945-8876  
Fax: 503-373-7810  
E-Mail: Jeremiah.P.Stromberg@doc.oregon.gov

To COUNTY: Aaron Boyce, Director  
Crook County Community Corrections  
301 NE 3<sup>rd</sup> St.  
Prineville, OR 97754  
Telephone: (541) 447-3315  
Fax: (541) 447-4921  
Email: [aaron.boyce@crookcountysheriff.org](mailto:aaron.boyce@crookcountysheriff.org)

The Parties may change the persons named in this section by notice to the other Parties as provided herein. No amendment to this Agreement is required to make such change.

**XIX MERGER; INTEGRATION**

This instrument contains the entire agreement between the parties and no statement made by any party hereto, or agent thereof, not contained or attached with reference thereto in this written Agreement will be valid or binding. This Agreement will supersede all previous communications, representations, either verbal or written, between the parties hereto. This Agreement may not be enlarged, modified or altered except in writing, signed by the parties, and attached.

STATE OF OREGON  
DEPT. OF CORRECTIONS

CROOK COUNTY

\_\_\_\_\_  
Eric McDowell, Contracts Officer

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Title Date

Reviewed by the  
Oregon Attorney General's Office:

/s/ Benjamin Eckstein by email dated 8/22/2023  
Assistant Attorney General

**EXHIBIT A**  
**SUPPLEMENTAL FUNDING INTERVENTION PLAN and BUDGET SUMMARY**  
**CROOK COUNTY**  
**(To be attached upon signature and return of Agreement by County)**

**EXHIBIT B  
INDEMNIFICATION  
CROOK COUNTY**

**Contribution**

If any third party makes any claim or brings any action, suit or proceeding alleging a tort as now or hereafter defined in ORS 30.260 ("Third Party Claim") against a party (the "Notified Party") with respect to which the other party ("Other Party") may have liability, the Notified Party must promptly notify the Other Party in writing of the Third Party Claim and deliver to the Other Party a copy of the claim, process, and all legal pleadings with respect to the Third Party Claim. Either party is entitled to participate in the defense of a Third Party Claim, and to defend a Third Party Claim with counsel of its own choosing. Receipt by the Other Party of the notice and copies required in this paragraph and meaningful opportunity for the Other Party to participate in the investigation, defense and settlement of the Third Party Claim with counsel of its own choosing are conditions precedent to the Other Party's liability with respect to the Third Party Claim.

With respect to a Third Party Claim for which the Department is jointly liable with the County (or would be if joined in the Third Party Claim ), the Department shall contribute to the amount of expenses (including attorneys' fees), judgments, fines and amounts paid in settlement actually and reasonably incurred and paid or payable by the County in such proportion as is appropriate to reflect the relative fault of the Department on the one hand and of the County on the other hand in connection with the events which resulted in such expenses, judgments, fines or settlement amounts, as well as any other relevant equitable considerations. The relative fault of the Department on the one hand and of the County on the other hand shall be determined by reference to, among other things, the parties' relative intent, knowledge, access to information and opportunity to correct or prevent the circumstances resulting in such expenses, judgments, fines or settlement amounts. The Department's contribution amount in any instance is capped to the same extent it would have been capped under Oregon law if the Department had sole liability in the proceeding.

With respect to a Third Party Claim for which the County is jointly liable with the Department (or would be if joined in the Third Party Claim), the County shall contribute to the amount of expenses (including attorneys' fees), judgments, fines and amounts paid in settlement actually and reasonably incurred and paid or payable by the Department in such proportion as is appropriate to reflect the relative fault of the County on the one hand and of the Department on the other hand in connection with the events which resulted in such expenses, judgments, fines or settlement amounts, as well as any other relevant equitable considerations. The relative fault of the County on the one hand and of the Department on the other hand shall be determined by reference to, among other things, the parties' relative intent, knowledge, access to information and opportunity to correct or prevent the circumstances resulting in such expenses, judgments, fines or settlement amounts. The County's contribution amount in any instance is capped to the same extent it would have been capped under Oregon law if it had sole liability in the proceeding.

**Alternative Dispute Resolution**

The parties should attempt in good faith to resolve any dispute arising out of this Agreement. This may be done at any management level, including at a level higher than persons directly responsible for administration of the Agreement. In addition, the parties may agree to utilize a jointly selected mediator or arbitrator (for non-binding arbitration) to resolve the dispute short of litigation.

## **Indemnification by Subcontractors**

County shall take all reasonable steps to cause its contractor(s) that are not units of local government as defined in ORS 190.003, if any, to indemnify, defend, save and hold harmless the State of Oregon and its officers, employees and agents ("Indemnitee") from and against any and all claims, actions, liabilities, damages, losses, or expenses (including attorneys' fees) arising from a tort (as now or hereafter defined in ORS 30.260) caused, or alleged to be caused, in whole or in part, by the negligent or willful acts or omissions of County's contractor or any of the officers, agents, employees or subcontractors of the contractor ("Claims"). It is the specific intention of the parties that the Indemnitee shall, in all instances, except for Claims arising solely from the negligent or willful acts or omissions of the Indemnitee, be indemnified by the contractor from and against any and all Claims.

## **Subcontractor Insurance Requirements**

### **GENERAL.**

County shall require its first tier contractor(s) that are not units of local government as defined in ORS 190.003, if any, to: i) obtain insurance specified under TYPES AND AMOUNTS and meeting the requirements under, "TAIL" COVERAGE, NOTICE OF CANCELLATION OR CHANGE, and CERTIFICATES OF INSURANCE before the contractors perform under contracts between County and the contractors (the "Subcontracts"), and ii) maintain the insurance in full force throughout the duration of the Subcontracts. The insurance must be provided by insurance companies or entities that are authorized to transact the business of insurance and issue coverage in the State of Oregon and that are acceptable to Department. County shall not authorize contractors to begin work under the Subcontracts until the insurance is in full force. Thereafter, County shall monitor continued compliance with the insurance requirements on an annual or more frequent basis. County shall incorporate appropriate provisions in the Subcontracts permitting it to enforce contractor compliance with the insurance requirements and shall take all reasonable steps to enforce such compliance. Examples of "reasonable steps" include issuing stop work orders (or the equivalent) until the insurance is in full force or terminating the Subcontracts as permitted by the Subcontracts, or pursuing legal action to enforce the insurance requirements. In no event shall County permit a contractor to work under a Subcontract when the County is aware that the contractor is not in compliance with the insurance requirements. As used in this section, a "first tier" contractor is a contractor with which the county directly enters into a contract. It does not include a subcontractor with which the contractor enters into a contract.

### **TYPES AND AMOUNTS.**

#### **PROFESSIONAL LIABILITY**

Professional Liability Insurance covering any damages caused by an error, omission or negligent act related to the services to be provided under the Subcontract, with limits not less than \$2,000,000, as determined by the Department:

"TAIL" COVERAGE. If any of the required insurance policies is on a "claims made" basis, such as professional liability insurance, the contractor shall maintain either "tail" coverage or continuous "claims made" liability coverage, provided the effective date of the continuous "claims made" coverage is on or before the effective date of the Subcontract, for a minimum of 24 months following the later of : (i) the contractor's completion and County 's acceptance of all Services

required under the Subcontract or, (ii) the expiration of all warranty periods provided under the Subcontract. Notwithstanding the foregoing 24-month requirement, if the contractor elects to maintain "tail" coverage and if the maximum time period "tail" coverage reasonably available in the marketplace is less than the 24-month period described above, then the contractor may request and Department may grant approval of the maximum "tail" coverage period reasonably available in the marketplace. If Department approval is granted, the contractor shall maintain "tail" coverage for the maximum time period that "tail" coverage is reasonably available in the marketplace.

NOTICE OF CANCELLATION OR CHANGE. The contractor or its insurer must provide 30 days' written notice to County before cancellation of, material change to, potential exhaustion of aggregate limits of, or non-renewal of the required insurance coverage(s).

CERTIFICATE(S) OF INSURANCE. County shall obtain from the contractor a certificate(s) of insurance for all required insurance before the contractor performs under the Subcontract. The certificate(s) or an attached endorsement must specify: i) all entities and individuals who are endorsed on the policy as Additional Insured and ii) for insurance on a "claims made" basis, the extended reporting period applicable to "tail" or continuous "claims made" coverage.



## AGENDA ITEM REQUEST



**Date:**

*May 22, 2024*

**Meeting date desired:**

*May 29, 2024*

**Subject:**

*Cooperative Procurement for Chip Seal Oil from Albina Asphalt*

**Background and policy implications:**

*ORS 279A.215 allows public agencies to contract directly with third parties under a public contract established by a different public agency, as long as certain standards are met. Attached is such a contract with Albina Asphalt for chip seal oil established by Deschutes County through a competitive procurement process. Crook County's purchase order has been advertised in the paper of record for the required seven days, allowing public comment and other vendors to provide competing quotes.*

**Budget/fiscal impacts:**

*The chip seal oil is \$524,160 (\$630/ton) and delivery is \$24,960 (\$30/ton) for a total of \$549,160.*

**Requested by:**

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

**Presenters:**

*Brad Haynes, Road Superintendent  
John Eisler, Asst. County Counsel*

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

*Yes*

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

*N/A*



KR  
LEGAL COUNSEL

For Recording Stamp Only

**CONTRACT FOR SUPPLY AND DELIVERY OF ASPHALT OIL FOR CHIP SEAL 2024  
CONTRACT NO. 2024-050**

This Contract is between DESCHUTES COUNTY, a political subdivision, acting by and through the Road Department (County) and Albina Holdings Inc, DBA Albina Asphalt (Contractor). The parties agree as follows:

**Effective Date and Termination Date.** The effective date of this Contract shall be February 21 2024, or the date, on which each party has signed this Contract, whichever is later. Unless extended or terminated earlier in accordance with its terms, this Contract shall terminate when County accepts Contractor's completed performance or on September 1, 2024, whichever date occurs last. Contract termination shall not extinguish or prejudice County's right to enforce this Contract with respect to any default by Contractor that has not been cured. Upon mutual agreement, parties may extend the term of this Contract provided that the Contract term does not extend beyond December 31, 2026 plus the applicable warranty term.

**Statement of Work.** Contractor shall perform the work described in Exhibit 1.

**Payment for Work.** County agrees to pay Contractor in accordance with Exhibit 1.

**Contract Documents.** This Contract includes Page C1-C8 and Exhibits 1, 2, 3, 4, 5, and 6.

**CONTRACTOR DATA AND SIGNATURE**

Contractor Address: 801 MAIN STREET, VANCOUVER, WASHINGTON 98165

Federal Tax ID# or Social Security #: 93-0466510

Is Contractor a nonresident alien?  Yes  No

Business Designation (check one):  Sole Proprietorship  Partnership  
 Corporation-for profit  Corporation-non-profit  Other, describe

A Federal tax ID number or Social Security number is required to be provided by the Contractor and shall be used for the administration of state, federal and local tax laws. Payment information shall be reported to the Internal Revenue Service under the name and Federal tax ID number or, if none, the Social Security number provided above.

I have read this Contract including the attached Exhibits. I understand this Contract and agree to be bound by its terms. NOTE: Contractor shall also sign Exhibits 3 and 4 and, if applicable, Exhibit 5.

Kyle Arntson  
Signature  
KYLE ARNTSON  
Name (please print)

Sales Manager  
Title  
2/26/2024  
Date

**DESCHUTES COUNTY SIGNATURE**

Contracts with a maximum consideration of not greater than \$25,000 are not valid and not binding on the County until signed by the appropriate Deschutes County Department Head. Additionally, Contracts with a maximum consideration greater than \$25,000 but less than \$150,000 are not valid and not binding on the County until signed by the County Administrator or the Board of County Commissioners.

Dated this 27 of Feb, 2024

DESCHUTES COUNTY ROAD DEPARTMENT

Chris Doty  
Chris Doty, Director

Dated this 28<sup>th</sup> of Feb., 2024

Patti Adair  
Chair, County Commissioner

Paul Johnson  
Vice Chair, County Commissioner

Myra  
County Commissioner

## STANDARD TERMS AND CONDITIONS

1. **Time is of the Essence.** Contractor agrees that time is of the essence in the performance of this Contract.
2. **Compensation.** Payment for all work performed under this Contract shall be made in the amounts and manner set forth in Exhibit 1.
  - a. Payments shall be made to Contractor following County's review and approval of billings and deliverables submitted by Contractor.
  - b. All Contractor billings are subject to the maximum compensation amount of this contract.
  - c. Contractor shall not submit billings for, and County shall not pay, any amount in excess of the maximum compensation amount of this Contract, including any reimbursable expenses, (See Exhibit 5).
    - 1) If the maximum compensation amount is increased by amendment to this Contract, the amendment shall be signed by both parties and fully executed before Contractor performs work subject to the amendment.
    - 2) No payment shall be made for any services performed before the beginning date or after the expiration date of this contract.
  - d. This Contract shall not be amended after the expiration date.
  - e. Unless otherwise specifically provided in Exhibit 5, Contractor shall submit monthly invoices for work performed. The invoices shall describe all work performed with particularity and by whom it was performed and shall itemize and explain all expenses for which reimbursement is claimed.
  - f. The invoices also shall include the total amount invoiced to date by Contractor prior to the current invoice.
  - g. Prior to approval or payment of any billing, County may require and Contractor shall provide any information which County deems necessary to verify work has been properly performed in accordance with the Contract.
3. **Delegation, Subcontracts and Assignment.** Contractor shall not delegate or subcontract any of the work required by this Contract or assign or transfer any of its interest in this Contract, without the prior written consent of County.
  - a. Any delegation, subcontract, assignment, or transfer without prior written consent of County shall constitute a material breach of this contract.
  - b. Any such assignment or transfer, if approved, is subject to such conditions and provisions as the County may deem necessary.
  - c. No approval by the County of any assignment or transfer of interest shall be deemed to create any obligation of the County to increase rates of payment or maximum Contract consideration.
  - d. Prior written approval shall not be required for the purchase by the Contractor of articles, supplies and services which are incidental to the provision of services under this Contract that are necessary for the performance of the work.
  - e. Any subcontracts that the County may authorize shall contain all requirements of this contract, and unless otherwise specified by the County the Contractor shall be responsible for the performance of the subcontractor.
4. **No Third Party Beneficiaries.**
  - a. County and Contractor are the only parties to this Contract and are the only parties entitled to enforce its terms.
  - b. Nothing in this Contract gives or provides any benefit or right, whether directly, indirectly, or otherwise, to third persons unless such third persons are individually identified by name in this Contract and expressly described as intended beneficiaries of this Contract.
5. **Successors in Interest.** The provisions of this Contract shall be binding upon and inure to the benefit of the parties and their successors and approved assigns, if any.
6. **Early Termination.** This Contract may be terminated as follows:
  - a. Mutual Consent. County and Contractor, by mutual written agreement, may terminate this Contract at any time.
  - b. Party's Convenience. County or Contractor may terminate this Contract for any reason upon 30 calendar days written notice to the other party.
  - c. For Cause. County may also terminate this Contract effective upon delivery of written notice to the Contractor, or at such later date as may be established by the County, under any of the following conditions:



- 1) If funding from state or other sources is not obtained and continued at levels sufficient to allow for the purchase of the indicated quantity of services as required in this Contract.
  - 2) This Contract may be modified to accommodate the change in available funds.
  - 3) If state laws, regulations or guidelines are modified, changed or interpreted in such a way that the services are no longer allowable or appropriate for purchase under this Contract or are no longer eligible for the funding proposed for payments authorized by this Contract.
  - 4) In the event sufficient funds shall not be appropriated for the payment of consideration required to be paid under this Contract, and if County has no funds legally available for consideration from other sources.
  - 5) If any license or certificate required by law or regulation to be held by the Contractor to provide the services required by this Contract is for any reason denied, revoked, suspended, not renewed or changed in such a way that the Contractor no longer meets requirements for such license or certificate.
- d. **Contractor Default or Breach.** The County, by written notice to the Contractor, may immediately terminate the whole or any part of this Contract under any of the following conditions:
- 1) If the Contractor fails to provide services called for by this Contract within the time specified or any extension thereof.
  - 2) If the Contractor fails to perform any of the other requirements of this Contract or so fails to pursue the work so as to endanger performance of this Contract in accordance with its terms, and after receipt of written notice from the County specifying such failure, the Contractor fails to correct such failure within 10 calendar days or such other period as the County may authorize.
  - 3) Contractor institutes or has instituted against it insolvency, receivership or bankruptcy proceedings, makes an assignment for the benefit of creditors, or ceases doing business on a regular basis.
- e. **County Default or Breach.**
- 1) Contractor may terminate this Contract in the event of a breach of this Contract by the County. Prior to such termination, the Contractor shall give to the County written notice of the breach and intent to terminate.
  - 2) If the County has not entirely cured the breach within 10 calendar days of the date of the notice, then the Contractor may terminate this Contract at any time thereafter by giving notice of termination.
7. **Payment on Early Termination.** Upon termination pursuant to paragraph 6, payment shall be made as follows:
- a. If terminated under subparagraphs 6 a. through c. of this Contract, the County shall pay Contractor for work performed prior to the termination date if such work was performed in accordance with the Contract. Provided however, County shall not pay Contractor for any obligations or liabilities incurred by Contractor after Contractor receives written notice of termination.
  - b. If this Contract is terminated under subparagraph 6 d. of this Contract, County obligations shall be limited to payment for services provided in accordance with this Contract prior to the date of termination, less any damages suffered by the County.
  - c. If terminated under subparagraph 6 e of this Contract by the Contractor due to a breach by the County, then the County shall pay the Contractor for work performed prior to the termination date if such work was performed in accordance with the Contract:
    - 1) with respect to services compensable on an hourly basis, for unpaid invoices, hours worked within any limits set forth in this Contract but not yet billed, authorized expenses incurred if payable according to this Contract and interest within the limits set forth under ORS 293.462, and
    - 2) with respect to deliverable-based Work, the sum designated for completing the deliverable multiplied by the percentage of Work completed and accepted by County, less previous amounts paid and any claim(s) that County has against Contractor.
    - 3) Subject to the limitations under paragraph 8 of this Contract.
8. **Remedies.** In the event of breach of this Contract the parties shall have the following remedies:
- a. Termination under subparagraphs 6 a. through c. of this Contract shall be without prejudice to any obligations or liabilities of either party already reasonably incurred prior to such termination.
    - 1) Contractor may not incur obligations or liabilities after Contractor receives written notice of termination.
    - 2) Additionally, neither party shall be liable for any indirect, incidental, consequential or special damages under this Contract or for any damages of any sort arising solely from the termination of this Contract in accordance with its terms.

- b. If terminated under subparagraph 6 d. of this Contract by the County due to a breach by the Contractor, County may pursue any remedies available at law or in equity.
    - 1) Such remedies may include, but are not limited to, termination of this contract, return of all or a portion of this Contract amount, payment of interest earned on this Contract amount, and declaration of ineligibility for the receipt of future contract awards.
    - 2) Additionally, County may complete the work either by itself, by agreement with another Contractor, or by a combination thereof. If the cost of completing the work exceeds the remaining unpaid balance of the total compensation provided under this Contract, then the Contractor shall be liable to the County for the amount of the reasonable excess.
  - c. If amounts previously paid to Contractor exceed the amount due to Contractor under this Contract, Contractor shall repay any excess to County upon demand.
  - d. Neither County nor Contractor shall be held responsible for delay or default caused by fire, civil unrest, labor unrest, riot, acts of God, or war where such cause was beyond reasonable control of County or Contractor, respectively; however, Contractor shall make all reasonable efforts to remove or eliminate such a cause of delay or default and shall, upon the cessation of the cause, diligently pursue performance of its obligations under this Contract. For any delay in performance as a result of the events described in this subparagraph, Contractor shall be entitled to additional reasonable time for performance that shall be set forth in an amendment to this Contract.
  - e. The passage of this Contract expiration date shall not extinguish or prejudice the County's or Contractor's right to enforce this Contract with respect to any default or defect in performance that has not been cured.
  - f. County's remedies are cumulative to the extent the remedies are not inconsistent, and County may pursue any remedy or remedies singly, collectively, successively or in any order whatsoever.
- 9. Contractor's Tender upon Termination.** Upon receiving a notice of termination of this Contract, Contractor shall immediately cease all activities under this Contract unless County expressly directs otherwise in such notice of termination.
- a. Upon termination of this Contract, Contractor shall deliver to County all documents, information, works-in-progress and other property that are or would be deliverables had this Contract been completed.
  - b. Upon County's request, Contractor shall surrender to anyone County designates, all documents, research, objects or other tangible things needed to complete the work.
- 10. Work Standard.**
- a. Contractor shall be solely responsible for and shall have control over the means, methods, techniques, sequences and procedures of performing the work, subject to the plans and specifications under this Contract and shall be solely responsible for the errors and omissions of its employees, subcontractors and agents.
  - b. For goods and services to be provided under this contract, Contractor agrees to:
    - 1) perform the work in a good, workmanlike, and timely manner using the schedule, materials, plans and specifications approved by County;
    - 2) comply with all applicable legal requirements;
    - 3) comply with all programs, directives, and instructions of County relating to safety, storage of equipment or materials;
    - 4) take all precautions necessary to protect the safety of all persons at or near County or Contractor's facilities, including employees of Contractor, County and any other contractors or subcontractors and to protect the work and all other property against damage.
- 11. Drugs and Alcohol.** Contractor shall adhere to and enforce a zero tolerance policy for the use of alcohol and the unlawful selling, possession or use of controlled substances while performing work under this Contract.
- 12. Insurance.** Contractor shall provide insurance in accordance with Exhibit 2 attached hereto and incorporated by reference herein.
- 13. Expense Reimbursement.** If the consideration under this Contract provides for the reimbursement of Contractor for expenses, in addition to Exhibit 5, Exhibit 1 shall state that Contractor is or is not entitled to reimbursement for such expenses.
- a. County shall only reimburse Contractor for expenses reasonably and necessarily incurred in the performance of this contract.
  - b. Expenses reimbursed shall be at the actual cost incurred; including any taxes paid, and shall not include any mark-up unless the mark-up on expenses is specifically agreed to in this Contract.

- c. The cost of any subcontracted work approved in this Contract shall not be marked up.
  - d. Contractor shall not bill County for any time expended to complete the documents necessary for reimbursement of expenses or for payment under this contract.
  - e. The limitations applicable to reimbursable expenses are set forth in Exhibit "5," attached hereto and by reference incorporated herein.
- 14. Criminal Background Investigations.** Contractor understands that Contractor and Contractor's employees and agents are subject to periodic criminal background investigations by County and, if such investigations disclose criminal activity not disclosed by Contractor, such non-disclosure shall constitute a material breach of this Contract and County may terminate this Contract effective upon delivery of written notice to the Contractor, or at such later date as may be established by the County.
- 15. Confidentiality.** Contractor shall maintain confidentiality of information obtained pursuant to this Contract as follows:
- a. Contractor shall not use, release or disclose any information concerning any employee, client, applicant or person doing business with the County for any purpose not directly connected with the administration of County's or the Contractor's responsibilities under this Contract except upon written consent of the County, and if applicable, the employee, client, applicant or person.
  - b. The Contractor shall ensure that its agents, employees, officers and subcontractors with access to County and Contractor records understand and comply with this confidentiality provision.
  - c. Contractor shall treat all information as to personal facts and circumstances obtained on Medicaid eligible individuals as privileged communication, shall hold such information confidential, and shall not disclose such information without the written consent of the individual, his or her attorney, the responsible parent of a minor child, or the child's guardian, except as required by other terms of this Contract.
  - d. Nothing prohibits the disclosure of information in summaries, statistical information, or other form that does not identify particular individuals.
  - e. Personally identifiable health information about applicants and Medicaid recipients will be subject to the transaction, security and privacy provisions of the Health Insurance Portability and Accountability Act ("HIPAA").
  - f. Contractor shall cooperate with County in the adoption of policies and procedures for maintaining the privacy and security of records and for conducting transactions pursuant to HIPAA requirements.
  - g. This Contract may be amended in writing in the future to incorporate additional requirements related to compliance with HIPAA.
  - h. If Contractor receives or transmits protected health information, Contractor shall enter into a Business Associate Agreement with County, which, if attached hereto, shall become a part of this Contract.
- 16. Reports.** Contractor shall provide County with periodic reports at the frequency and with the information prescribed by County. Further, at any time, County has the right to demand adequate assurances that the services provided by Contractor shall be in accordance with the Contract. Such assurances provided by Contractor shall be supported by documentation in Contractor's possession from third parties.
- 17. Access to Records.** Contractor shall maintain fiscal records and all other records pertinent to this Contract.
- a. All fiscal records shall be maintained pursuant to generally accepted accounting standards, and other records shall be maintained to the extent necessary to clearly reflect actions taken.
    - 1) All records shall be retained and kept accessible for at least three years following the final payment made under this Contract or all pending matters are closed, whichever is later.
    - 2) If an audit, litigation or other action involving this Contract is started before the end of the three year period, the records shall be retained until all issues arising out of the action are resolved or until the end of the three year period, whichever is later.
  - b. County and its authorized representatives shall have the right to direct access to all of Contractor's books, documents, papers and records related to this Contract for the purpose of conducting audits and examinations and making copies, excerpts and transcripts.
    - 1) These records also include licensed software and any records in electronic form, including but not limited to computer hard drives, tape backups and other such storage devices. County shall reimburse Contractor for Contractor's cost of preparing copies.
    - 2) At Contractor's expense, the County, the Secretary of State's Office of the State of Oregon, the Federal Government, and their duly authorized representatives, shall have license to enter upon Contractor's premises to access and inspect the books, documents, papers, computer software, electronic files and any other records of the Contractor which are directly pertinent to this Contract.



- 3) If Contractor's dwelling is Contractor's place of business, Contractor may, at Contractor's expense, make the above records available at a location acceptable to the County.

**18. Ownership of Work.** All work of Contractor that results from this Contract (the "Work Product") is the exclusive property of County.

- a. County and Contractor intend that such Work Product be deemed "work made for hire" of which County shall be deemed author.
- b. If, for any reason, the Work Product is not deemed "work made for hire," Contractor hereby irrevocably assigns to County all of its right, title, and interest in and to any and all of the Work Product, whether arising from copyright, patent, trademark, trade secret, or any other state or federal intellectual property law or doctrine.
- c. Contractor shall execute such further documents and instruments as County may reasonably request in order to fully vest such rights in County.
- d. Contractor forever waives any and all rights relating to Work Product, including without limitation, any and all rights arising under 17 USC § 106A or any other rights of identification of authorship or rights of approval, restriction or limitation on use or subsequent modifications.
- e. County shall have no rights in any pre-existing work product of Contractor provided to County by Contractor in the performance of this Contract except an irrevocable, non-exclusive, perpetual, royalty-free license to copy, use and re-use any such work product for County use only.
- f. If this Contract is terminated prior to completion, and County is not in default, County, in addition to any other rights provided by this Contract, may require Contractor to transfer and deliver all partially completed work products, reports or documentation that Contractor has specifically developed or specifically acquired for the performance of this Contract.
- g. In the event that Work Product is deemed Contractor's Intellectual Property and not "work made for hire," Contractor hereby grants to County an irrevocable, non-exclusive, perpetual, royalty-free license to use, reproduce, prepare derivative works based upon, distribute copies of, perform and display the Contractor Intellectual Property, and to authorize others to do the same on County's behalf.
- h. In the event that Work Product is Third Party Intellectual Property, Contractor shall secure on the County's behalf and in the name of the County, an irrevocable, non-exclusive, perpetual, royalty-free license to use, reproduce, prepare derivative works based upon, distribute copies of, perform and display the Third Party Intellectual Property, and to authorize others to do the same on County's behalf.

**19. County Code Provisions.** Except as otherwise specifically provided, the provisions of Deschutes County Code, Section 2.37.150 are incorporated herein by reference. Such code section may be found at the following URL address: <https://www.deschutes.org/administration/page/county-code>

**20. Partnership.** County is not, by virtue of this contract, a partner or joint venturer with Contractor in connection with activities carried out under this contract, and shall have no obligation with respect to Contractor's debts or any other liabilities of each and every nature.

**21. Indemnity and Hold Harmless.**

- a. To the fullest extent authorized by law Contractor shall defend, save, hold harmless and indemnify the County and its officers, employees and agents from and against all claims, suits, actions, losses, damages, liabilities costs and expenses of any nature resulting from or arising out of, or relating to the activities of Contractor or its officers, employees, contractors, or agents under this Contract, including without limitation any claims that the work, the work product or any other tangible or intangible items delivered to County by Contractor that may be the subject of protection under any state or federal intellectual property law or doctrine, or the County's use thereof, infringes any patent, copyright, trade secret, trademark, trade dress, mask work utility design or other proprietary right of any third party.
- b. Contractor shall have control of the defense and settlement of any claim that is subject to subparagraph a of this paragraph; however neither contractor nor any attorney engaged by Contractor shall defend the claim in the name of Deschutes County or any department or agency thereof, nor purport to act as legal representative of the County or any of its departments or agencies without first receiving from the County's legal counsel, in a form and manner determined appropriate by the County's legal counsel, authority to act as legal counsel for the County, nor shall Contractor settle any claim on behalf of the County without the approval of the County's legal counsel.
- c. To the extent permitted by Article XI, Section 10, of the Oregon Constitution and the Oregon Tort Claims Act, ORS 30.260 through 30.300, County shall defend, save, hold harmless and indemnify Contractor and its officers, employees and agents from and against all claims, suits, actions, losses, damages, liabilities



costs and expenses of any nature resulting from or arising out of, or relating to the activities of County or its officers, employees, contractors, or agents under this Contract.

**22. Waiver.**

- a. County's delay in exercising, or failure to exercise any right, power, or privilege under this Contract shall not operate as a waiver thereof, nor shall any single or partial exercise of any right, power, or privilege under this Contract preclude any other or further exercise thereof or the exercise of any other such right, power, or privilege.
- b. The remedies provided herein are cumulative and not exclusive of any remedies provided by law.

**23. Governing Law.** This Contract shall be governed by and construed in accordance with the laws of the State of Oregon without regard to principles of conflicts of law.

- a. Any claim, action, suit or proceeding (collectively, "Claim") between County and Contractor that arises from or relates to this Contract shall be brought and conducted solely and exclusively within the Circuit Court of Deschutes County for the State of Oregon; provided, however, if a Claim shall be brought in federal forum, then it shall be brought and conducted solely and exclusively within the United States District Court for the District of Oregon.
- b. CONTRACTOR, BY EXECUTION OF THIS CONTRACT, HEREBY CONSENTS TO THE IN PERSONAM JURISDICTION OF SAID COURTS. The parties agree that the UN Convention on International Sales of Goods shall not apply.

**24. Severability.** If any term or provision of this Contract is declared by a court of competent jurisdiction 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 this Contract did not contain the particular term or provision held invalid.

**25. Counterparts.** This Contract may be executed in several counterparts, all of which when taken together shall constitute one agreement binding on all parties, notwithstanding that all parties are not signatories to the same counterpart. Each copy of this Contract so executed shall constitute an original.

**26. Notice.** Except as otherwise expressly provided in this Contract, any communications between the parties hereto or notices to be given hereunder shall be given in writing, to Contractor or County at the address or number set forth below or to such other addresses or numbers as either party may hereafter indicate in writing. Delivery may be by personal delivery, facsimile, or mailing the same, postage prepaid.

- a. Any communication or notice by personal delivery shall be deemed delivered when actually given to the designated person or representative.
- b. Any communication or notice sent by facsimile shall be deemed delivered when the transmitting machine generates receipt of the transmission. To be effective against County, such facsimile transmission shall be confirmed by telephone notice to the County Administrator.
- c. Any communication or notice mailed shall be deemed delivered five (5) days after mailing. Any notice under this Contract shall be mailed by first class postage or delivered as follows:

To Contractor:

Kyle Arnston  
Albina Holdings Inc.  
801 Main Street  
Vancouver, Washington 98660  
Fax No.

To County:

Nick Lelack  
County Administrator  
1300 NW Wall Street, Suite 200  
Bend, Oregon 97701  
Fax No. 541-385-3202

**27. Merger Clause.** This Contract and the attached exhibits constitute the entire agreement between the parties.

- a. All understandings and agreements between the parties and representations by either party concerning this Contract are contained in this Contract.
- b. No waiver, consent, modification or change in the terms of this Contract shall bind either party unless in writing signed by both parties.
- c. Any written waiver, consent, modification or change shall be effective only in the specific instance and for the specific purpose given.

- 28. Identity Theft Protection.** Contractor and subcontractors shall comply with the Oregon Consumer Identity Theft Protection Act (ORS 646A.600 et seq.).
- 29. Survival.** All rights and obligations shall cease upon termination or expiration of this Contract, except for the rights and obligations set forth in Sections 4, 5, 8, 9, 15, 17, 18, 20-27, 28 and 30.
- 30. Representations and Warranties.**
- a. **Contractor's Representations and Warranties.** Contractor represents and warrants to County that:
- 1) Contractor has the power and authority to enter into and perform this Contract;
  - 2) this Contract, when executed and delivered, shall be a valid and binding obligation of Contractor enforceable in accordance with its terms;
  - 3) Contractor has the skill and knowledge possessed by well-informed members of its industry, trade or profession and Contractor will apply that skill and knowledge with care and diligence to perform the Work in a professional manner and in accordance with standards prevalent in Contractor's industry, trade or profession;
  - 4) Contractor shall, at all times during the term of this Contract, be qualified, professionally competent, and duly licensed to perform the Work;
  - 5) Contractor prepared its proposal related to this Contract, if any, independently from all other proposers, and without collusion, fraud, or other dishonesty; and
  - 6) Contractor's making and performance of this Contract do not and will not violate any provision of any applicable law, rule or regulation or order of any court, regulatory commission, board or other administrative agency.
- b. **Warranties Cumulative.** The warranties set forth in this paragraph are in addition to, and not in lieu of, any other warranties provided.
- 31. Representation and Covenant.**
- a. Contractor represents and warrants that Contractor has complied with the tax laws of this state, and where applicable, the laws of Deschutes County, including but not limited to ORS 305.620 and ORS chapters 316, 317 and 318.
  - b. Contractor covenants to continue to comply with the tax laws of this state, and where applicable, the laws of Deschutes County, during the term of this contract.
  - c. Contractor acknowledges that failure by Contractor to comply with the tax laws of this state, and where applicable, the laws of Deschutes County, at any time before Contractor has executed the contract or during the term of the contract is and will be deemed a default for which Deschutes County may terminate the contract and seek damages and/or other relief available under the terms of the contract or under applicable law.

**EXHIBIT 1  
 DESCHUTES COUNTY SERVICES CONTRACT  
 Contract No. 2024-050  
 STATEMENT OF WORK, COMPENSATION  
 PAYMENT TERMS and SCHEDULE**

1. **Contractor shall perform the following work:**  
 Provide all labor and equipment necessary for furnishing and delivering liquid asphalt and emulsified asphalt materials for chip seal and surface treatments according to the schedule shown in Section 5a of this exhibit.  
  
 Work and material shall conform to the Specifications attached herein.
2. **County Services.** County shall provide Contractor, at County's expense, with material and services described in the Specifications attached herein. Delivery locations will be directed by the County to the Contractor no less than one calendar day prior to delivery.
3. **Consideration.**  
 County shall pay Contractor at the Contract unit prices indicated on the schedule in Section 5a of this exhibit.
4. **The maximum compensation.**
  - a. The maximum compensation under this contract is \$ 1,621,000.00, per the schedule in Section 5a of this exhibit.
  - b. Contractor shall not submit invoices for, and County shall not pay for any amount in excess of the maximum compensation amount set forth above.
    - 1) If this maximum compensation amount is increased by amendment of this contract, the amendment shall be fully effective before contractor performs work subject to the amendment.
    - 2) Contractor shall notify County in writing of the impending expiration of this Contract thirty (30) calendar days prior to the expiration date.
5. **Schedule of Performance or Delivery.**
  - a. County's obligation to pay depends upon Contractor's delivery or performance in accordance with the following schedule:

ITEM NO.	ITEM	QUANTITY	UNIT PRICE	TOTAL COST
1.	HFRS-P2 Emulsified Asphalt	2,100 TONS	\$630.00	\$1,323,000.00
2.	HFRS-P1 Emulsified Asphalt, 50% Dilute	500 TONS	\$400.00	\$200,000.00
3.	Delivery of Emulsified Asphalt	2,600 TONS	\$30.00	\$78,000.00
4.	4,000 Gallon Portable Tanker	4 MONTHS	\$5,000.00	\$20,000.00

- b. County will only pay for completed work that conforms to this schedule.



**EXHIBIT 2  
 DESCHUTES COUNTY SERVICES CONTRACT  
 Contract No. 2024-050  
INSURANCE REQUIREMENTS**

Contractor shall at all times maintain in force at Contractor's expense, each insurance noted below. Insurance coverage must apply on a primary or non-contributory basis. All insurance policies, except Professional Liability, shall be written on an occurrence basis and be in effect for the term of this contract. Policies written on a "claims made" basis must be approved and authorized by Deschutes County.

Contractor Name: Albina Holdings DBA Albina Asphalt

Workers Compensation insurance in compliance with ORS 656.017, requiring Contractor and all subcontractors to provide workers' compensation coverage for all subject workers, or provide certification of exempt status. Worker's Compensation Insurance to cover claims made under Worker's Compensation, disability benefit or any other employee benefit laws, including statutory limits in any state of operation with Coverage B Employer's Liability coverage all at the statutory limits. In the absence of statutory limits the limits of said Employers liability coverage shall be not less than \$1,000,000 each accident, disease and each employee. This insurance must be endorsed with a waiver of subrogation endorsement, waiving the insured's right of subrogation against County.

Professional Liability insurance with an occurrence combined single limit of not less than:

<u>Per Occurrence limit</u>	<u>Annual Aggregate limit</u>
<input type="checkbox"/> \$1,000,000	<input type="checkbox"/> \$2,000,000
<input type="checkbox"/> \$2,000,000	<input type="checkbox"/> \$3,000,000
<input type="checkbox"/> \$3,000,000	<input type="checkbox"/> \$5,000,000

Professional Liability insurance covers damages caused by error, omission, or negligent acts related to professional services provided under this Contract. The policy must provide extended reporting period coverage, sometimes referred to as "tail coverage" for claims made within two years after the contract work is completed.

Required by County                      X Not required by County (one box must be checked)

**Commercial General Liability insurance with a combined single limit of not less than:**

Per Single Claimant and Incident

All Claimants Arising from Single Incident

- \$1,000,000
- \$2,000,000
- \$3,000,000

- \$2,000,000
- \$3,000,000
- \$5,000,000

Commercial General Liability insurance includes coverage for personal injury, bodily injury, advertising injury, property damage, premises, operations, products, completed operations and contractual liability. The insurance coverages provided for herein must be endorsed as primary and non-contributory to any insurance of County, its officers, employees or agents. Each such policy obtained by Contractor shall provide that the insurer shall defend any suit against the named insured and the additional insureds, their officers, agents, or employees, even if such suit is frivolous or fraudulent. Such insurance shall provide County with the right, but not the obligation, to engage its own attorney for the purpose of defending any legal action against County, its officers, agents, or employees, and that Contractor shall indemnify County for costs and expenses, including reasonable attorneys' fees, incurred or arising out of the defense of such action.

The policy shall be endorsed to name *Deschutes County, its officers, agents, employees and volunteers as an additional insured*. The additional insured endorsement shall not include declarations that reduce any per occurrence or aggregate insurance limit. The contractor shall provide additional coverage based on any outstanding claim(s) made against policy limits to ensure that minimum insurance limits required by the County are maintained. Construction contracts may include aggregate limits that apply on a "per location" or "per project" basis. The additional insurance protection shall extend equal protection to County as to Contractor or subcontractors and shall not be limited to vicarious liability only or any similar limitation. To the extent any aspect of this Paragraph shall be deemed unenforceable, then the additional insurance protection to County shall be narrowed to the maximum amount of protection allowed by law.

Required by County       Not required by County      (One box must be checked)

**Automobile Liability insurance with a combined single limit of not less than:**

Per Occurrence

- \$500,000
- \$1,000,000
- \$2,000,000

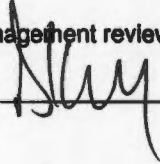
Automobile Liability Insurance includes coverage for bodily injury and property damage resulting from operation of a motor vehicle. Commercial Automobile Liability Insurance shall provide coverage for any motor vehicle (symbol 1 on some insurance certificates) driven by or on behalf of Contractor during the course of providing services under this contract. Commercial Automobile Liability is required for contractors that own business vehicles registered to the business. Examples include: plumbers, electricians or construction contractors. An Example of an acceptable personal automobile policy is a contractor who is a sole proprietor that does not own vehicles registered to the business.

Required by County       Not required by County      (one box must be checked)

**Additional Requirements.** Contractor shall pay all deductibles and self-insured retentions. A cross-liability clause or separation of insured's condition must be included in all commercial general liability policies required by this Contract. Contractor's coverage will be primary in the event of loss.

**Certificate of Insurance Required.** Contractor shall furnish a current Certificate of Insurance to the County with the signed Contract. Contractor shall notify the County in writing at least 30 days in advance of any cancellation, termination, material change, or reduction of limits of the insurance coverage. The Certificate shall also state the deductible or, if applicable, the self-insured retention level. Contractor shall be responsible for any deductible or self-insured retention. If requested, complete copies of insurance policies shall be provided to the County.

Risk Management review

  
\_\_\_\_\_

Date

2/29/24



**EXHIBIT 3**  
**DESCHUTES COUNTY SERVICES CONTRACT**  
Contract No. 2024-050  
**CERTIFICATION STATEMENT FOR CORPORATION**  
**OR INDEPENDENT CONTRACTOR**

**NOTE: Contractor Shall Complete A or B in addition to C below:**

**A. CONTRACTOR IS A CORPORATION, LIMITED LIABILITY COMPANY OR A PARTNERSHIP.**

I certify under penalty of perjury that Contractor is a [check one]:  
 Corporation  Limited Liability Company  Partnership authorized to do business in the State of Oregon.  
[Signature] SALES MANAGER 2/26/2024  
Signature Title Date

**B. CONTRACTOR IS A SOLE PROPRIETOR WORKING AS AN INDEPENDENT CONTRACTOR.**

Contractor certifies under penalty of perjury that the following statements are true:

1. If Contractor performed labor or services as an independent Contractor last year, Contractor filed federal and state income tax returns last year in the name of the business (or filed a Schedule C in the name of the business as part of a personal income tax return), and
2. Contractor represents to the public that the labor or services Contractor provides are provided by an independently established business registered with the State of Oregon, and
3. All of the statements checked below are true.

**NOTE: Check all that apply. You shall check at least three (3) - to establish that you are an Independent Contractor.**

A. The labor or services I perform are primarily carried out at a location that is separate from my residence or primarily carried out in a specific portion of my residence that is set aside as the location of the business.

B. I bear the risk of loss related to the business or provision of services as shown by factors such as: (a) fixed-price agreements; (b) correcting defective work; (c) warranties over the services or (d) indemnification agreements, liability insurance, performance bonds or professional liability insurance.

C. I have made significant investment in the business through means such as: (a) purchasing necessary tools or equipment; (b) paying for the premises or facilities where services are provided; or (c) paying for licenses, certificates or specialized training.

D. I have the authority to hire other persons to provide or to assist in providing the services and if necessary to fire such persons.

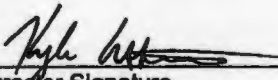
E. Each year I perform labor or services for at least two different persons or entities or I routinely engage in business advertising, solicitation or other marketing efforts reasonably calculated to obtain new contracts to provide similar services.

\_\_\_\_\_  
Contractor Signature Date

**C. Representation and Warranties.**

**Contractor certifies under penalty of perjury that the following statements are true to the best of Contractor's knowledge:**

1. Contractor has the power and authority to enter into and perform this contract;
2. This contract, when executed and delivered, shall be a valid and binding obligation of Contractor enforceable in accordance with its terms;
3. The services under this Contract shall be performed in a good and workmanlike manner and in accordance with the highest professional standards; and
4. Contractor shall, at all times during the term of this contract, be qualified, professionally competent, and duly licensed to perform the services.
5. To the best of Contractor's knowledge, Contractor is not in violation of any tax laws described in ORS 305.380(4),
6. Contractor understands that Contractor is responsible for any federal or state taxes applicable to any consideration and payments paid to Contractor under this contract; and
7. Contractor has not discriminated against minority, women or small business enterprises in obtaining any required subcontracts.

  
\_\_\_\_\_  
Contractor Signature

2/26/2024  
\_\_\_\_\_  
Date



N/A

**EXHIBIT 4**  
**DESCHUTES COUNTY SERVICES CONTRACT**  
**Contract No. 2024-050**  
**Workers' Compensation Exemption Certificate**

(To be used only when Contractor claims to be exempt from Workers' Compensation coverage requirements)

Contractor is exempt from the requirement to obtain workers' compensation insurance under ORS Chapter 658 for the following reason (check the appropriate box):

- SOLE PROPRIETOR**
  - Contractor is a sole proprietor, and
  - Contractor has no employees, and
  - Contractor shall not hire employees to perform this contract.
  
- CORPORATION - FOR PROFIT**
  - Contractor's business is incorporated, and
  - All employees of the corporation are officers and directors and have a substantial ownership interest\* in the corporation, and
  - The officers and directors shall perform all work. Contractor shall not hire other employees to perform this contract.
  
- CORPORATION - NONPROFIT**
  - Contractor's business is incorporated as a nonprofit corporation, and
  - Contractor has no employees; all work is performed by volunteers, and
  - Contractor shall not hire employees to perform this contract.
  
- PARTNERSHIP**
  - Contractor is a partnership, and
  - Contractor has no employees, and
  - All work shall be performed by the partners; Contractor shall not hire employees to perform this contract, and
  - Contractor is not engaged in work performed in direct connection with the construction, alteration, repair, improvement, moving or demolition of an improvement to real property or appurtenances thereto.
  
- LIMITED LIABILITY COMPANY**
  - Contractor is a limited liability company, and
  - Contractor has no employees, and
  - All work shall be performed by the members; Contractor shall not hire employees to perform this contract, and
  - If Contractor has more than one member, Contractor is not engaged in work performed in direct connection with the construction, alteration, repair, improvement, moving or demolition of an improvement to real property or appurtenances thereto.

\*NOTE: Under OAR 436-050-050 a shareholder has a "substantial ownership" interest if the shareholder owns 10% of the corporation or, if less than 10% is owned, the shareholder has ownership that is at least equal to or greater than the average percentage of ownership of all shareholders.

\*\*NOTE: Under certain circumstances partnerships and limited liability companies can claim an exemption even when performing construction work. The requirements for this exemption are complicated. Consult with County Counsel before an exemption request is accepted from a contractor who shall perform construction work.

Contractor Printed Name	Contractor Signature
Contractor Title	Date

**EXHIBIT 5**  
**DESCHUTES COUNTY SERVICES CONTRACT**  
**Contract No. 2024-050**  
**Compliance with provisions, requirements of funding source and**  
**Federal and State laws, statutes, rules, regulations, executive orders and policies.**

**Conflicts of Interest**

**Contractor certifies under penalty of perjury that the following statements are true to the best of Contractor's knowledge:**

1. If Contractor is currently performing work for the County, State of Oregon or federal government, Contractor, by signature to this Contract, declares and certifies that Contractor's Work to be performed under this Contract creates no potential or actual conflict of interest as defined by ORS 244 and no rules or regulations of Contractor's employee agency (County State or Federal) would prohibit Contractor's Work under this Contract. Contractor is not an "officer," "employee," or "agent" of the County, as those terms are used in ORS 30.265.
2. No federally appropriated funds have been paid or shall be paid, by or on behalf of Contractor, to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.
  - a. If any funds other than federally appropriated funds have been paid or shall be paid to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with this federal contract, grant, loan, or cooperative agreement, Contractor agrees to complete and submit Standard Form-LLL "Disclosure Form to Report Lobbying," in accordance with its instructions.
    - 1) Standard Form-LLL and instructions are located in 45 CFR Part 93 Appendix B.
    - 2) If instructions require filing the form with the applicable federal entity, Contractor shall then as a material condition of this Contract also file a copy of the Standard Form-LLL with the Department.
    - 3) This filing shall occur at the same time as the filing in accordance with the instructions.
  - b. Contractor understands this certification is a material representation of fact upon which the County and the Department has relied in entering into this Contract. Contractor further understands that submission of this certification is a prerequisite, imposed by 31 USC 1352 for entering into this Contract.
  - c. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.
  - d. Contractor shall include the language of this certification in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.
  - e. Contractor is solely responsible for all liability arising from a failure by Contractor to comply with the terms of this certification.
  - f. Contractor promises to indemnify County for any damages suffered by County as a result of Contractor's failure to comply with the terms of this certification.
3. Contractor understands that, if this Contract involves federally appropriated funds, this certification is a material representation of facts upon which reliance was placed when this Contract was made or entered into, submission of this certification is a prerequisite for make or entering into this Contract imposed by Section 1352, Title 311, U.S. Code and that any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each failure.

  
Contractor Signature

2/26/2024  
Date

**EXHIBIT 6**  
**DESCHUTES COUNTY SERVICES CONTRACT**  
**Contract No. 2024-050**  
**Authorization for Additional Orders**

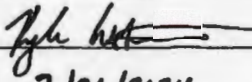
It is intended that this contract be available to other public agencies in the region in accordance with the requirements of ORS 279A.215(g). Deschutes County hereby concurs with such usage of this contract. Bidder shall specify below whether it will accept purchase orders for this product from other public agencies within Deschutes County and neighboring counties at the same price, allowing only for changes in price due to changes in Specifications.

**CONTRACT AUTHORIZATION FOR OREGON STATE AGENCIES AND/OR POLITICAL SUBDIVISIONS**

ITEM NO.	ITEM	UNIT PRICE	UNITS
1	HFRS-P2 Emulsified Asphalt	\$ 630. <sup>00</sup>	Ton
2	HFRS-P1 Emulsified Asphalt, 50% Dilute	\$ 400. <sup>00</sup>	Ton

Plant Location (city): MADRAS, OR

Oregon State Agencies and/or Political Subdivisions within and adjacent to Deschutes County, and Polk County are hereby authorized to use the quoted price received on this request to purchase materials at the same price structure as described above in accordance with ORS 279A.215(g). Freight rates for product delivery to additional agency's may be negotiated separately from this contract. Freight based on place and time of delivery.

Authorized Signatures:	
Date:	2/26/2024





# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
02/28/2024

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

<b>PRODUCER</b> FEDERATED MUTUAL INSURANCE COMPANY HOME OFFICE: P.O. BOX 328 OWATONNA, MN 55080		<b>CONTACT NAME:</b> CLIENT CONTACT CENTER <b>PHONE (A/C, No, Ext):</b> 688-333-4949 <b>FAX (A/C, No):</b> 507-448-4664 <b>E-MAIL ADDRESS:</b> CLIENTCONTACTCENTER@FEDINS.COM	
<b>INSURED</b> ALBINA HOLDINGS INC., ALBINA FUEL CO 801 MAIN ST VANCOUVER, WA 98660-3133		<b>INSURERS AFFORDING COVERAGE</b> <b>INSURER A:</b> FEDERATED MUTUAL INSURANCE COMPANY <b>NAIC #</b> 13935 <b>INSURER B:</b> FEDERATED SERVICE INSURANCE COMPANY <b>28304</b> <b>INSURER C:</b> <b>INSURER D:</b> <b>INSURER E:</b> <b>INSURER F:</b>	

COVERAGES CERTIFICATE NUMBER: 86 REVISION NUMBER: 6

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

TYPE	TYPE OF INSURANCE	ADDITIONAL INSURED	EVERY VEHICLE	POLICY NUMBER	POLICY EFF. DATE (MM/DD/YYYY)	POLICY EXP. DATE (MM/DD/YYYY)	LIMITS
B	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:	Y	Y	6047323	04/01/2023	04/01/2024	EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Per Occurrence) \$100,000 MED EXP (Any one person) EXCLUDED PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$2,000,000 PRODUCTS & COMPROP AGG \$2,000,000
B	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY	Y	N	6047323	04/01/2023	04/01/2024	COMBINED SINGLE LIMIT (Per Accident) \$1,000,000 BODILY INJURY (Per Person) BODILY INJURY (Per Accident) PROPERTY DAMAGE (Per Accident)
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED. RETENTION	N	N	6047325	04/01/2023	04/01/2024	EACH OCCURRENCE \$10,000,000 AGGREGATE \$10,000,000
B	WORKERS-COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/ EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in RI) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	6047323	04/01/2023	04/01/2024	PER STATUTE OTHER E.L. EACH ACCIDENT \$1,000,000 E.L. DISEASE EA EMPLOYEE \$1,000,000 E.L. DISEASE - POLICY LIMIT \$1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)  
SEE ATTACHED PAGE

<b>CERTIFICATE HOLDER</b> 399-086-8 DESCHUTES COUNTY ITS DEPARTMENTS DIVISIONS COMMISSIONS 81150 SE 27TH ST BEND, OR 97702-9831	<b>CANCELLATION</b> 88 B SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE <i>Walter Sauer</i>
---	--



AGENCY CUSTOMER ID: 399-088-8

LOC # \_\_\_\_\_

**ADDITIONAL REMARKS SCHEDULE**

Page 1 of 1

AGENCY FEDERATED MUTUAL INSURANCE COMPANY		NAMED INSURED ALBINA HOLDINGS INC., ALBINA FUEL CO 801 MAIN ST VANCOUVER, WA 98660-3133
POLICY NUMBER SEE CERTIFICATE # 88.6		
CARRIER SEE CERTIFICATE # 88.6	NAIC CODE	EFFECTIVE DATE: SEE CERTIFICATE # 88.8

**ADDITIONAL REMARKS**

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,  
 FORM NUMBER: 25 FORM TITLE: CERTIFICATE OF LIABILITY INSURANCE

ENTIRE CERTIFICATE HOLDER MAKE  
 DESCHUTES COUNTY ITS DEPARTMENTS DIVISIONS COMMISSIONS BRANCHES OFFICERS AND EMPLOYEES

STOP-GAP (EMPLOYER'S LIABILITY) COVERED STATE(S) WA

BUSINESS AUTO COVERAGE INCLUDES POLLUTION LIABILITY VIA THE CA 99 48, POLLUTION LIABILITY - BROADENED COVERAGE FOR COVERED AUTOS.  
 GENERAL LIABILITY CONTAINS A WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US (WAIVER OF SUBROGATION)  
 - AUTOMATIC ENDORSEMENT



**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

**POLLUTION LIABILITY - BROADENED COVERAGE  
FOR COVERED AUTOS - BUSINESS AUTO AND  
MOTOR CARRIER COVERAGE FORMS**

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM  
MOTOR CARRIER COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

**A. Covered Autos Liability Coverage** is changed as follows:

1. Paragraph a. of the **Pollution Exclusion** applies only to liability assumed under a contract or agreement.
2. With respect to the coverage afforded by Paragraph A.1. above, Exclusion B.6. **Care, Custody Or Control** does not apply.

**B. Changes In Definitions**

For the purposes of this endorsement, Paragraph D. of the **Definitions** Section is replaced by the following:

D. "Covered pollution cost or expense" means any cost or expense arising out of:

1. Any request, demand, order or statutory or regulatory requirement that any "insured" or others test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of "pollutants"; or
2. Any claim or "suit" by or on behalf of a governmental authority for damages because of testing for, monitoring, cleaning up, removing, containing, treating, detoxifying or neutralizing, or in any way responding to or assessing the effects of "pollutants".

"Covered pollution cost or expense" does not include any cost or expense arising out of the actual, alleged or threatened discharge, dispersal, seepage, migration, release or escape of "pollutants":

- a. Before the "pollutants" or any property in which the "pollutants" are contained are moved from the place where they are accepted by the "insured" for movement into or onto the covered "auto"; or
- b. After the "pollutants" or any property in which the "pollutants" are contained are moved from the covered "auto" to the place where they are finally delivered, disposed of or abandoned by the "insured".

Paragraphs a. and b. above do not apply to "accidents" that occur away from premises owned by or rented to an "insured" with respect to "pollutants" not in or upon a covered "auto" if:

- (1) The "pollutants" or any property in which the "pollutants" are contained are upset, overturned or damaged as a result of the maintenance or use of a covered "auto"; and
- (2) The discharge, dispersal, seepage, migration, release or escape of the "pollutants" is caused directly by such upset, overturn or damage.

FEDERATED INSURANCE COMPANIES

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**ADDITIONAL INSURED ENDORSEMENT**

This endorsement modifies insurance provided under the following:

**BUSINESS AUTO COVERAGE FORM**

**INSURED:**

Albina Holdings Inc.  
801 Main St  
Vancouver, WA 98660-3133

1. WHO IS AN INSURED for "bodily injury" and "property damage" liability is amended to include the Additional Insured specified below but only with respect to liability arising out of your operations or premises owned by or rented to you.
2. The insurance does not apply to "bodily injury" or "property damage" liability arising out of the sole negligence of the Additional Insured named below.
3. We agree to notify the Additional Insured named below at the address stated below of any cancellation of, or material change to, this policy.

Relationship of the Additional Insured to the Insured:

Any Coverage Provided by This Endorsement Applies Only to the Delivery of Asphalt by the Named Insured to the Certificate Holder.

**Additional Insured Name and Address:**

Deschutes County ITS Dept Div Commissions  
Branches Officers & Employees  
61150 SE 27th St  
Bend, OR 97702

Includes copyrighted material of Insurance Services Office, Inc. with its permission.

CA-F-75 (10-13)

Policy Number: 6047323

Transaction Effective Date: 04/01/2023

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

**ADDITIONAL INSURED - DESIGNATED  
PERSON OR ORGANIZATION**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

**SCHEDULE**

<b>Name Of Additional Insured Person(s) Or Organization(s):</b> Deschutes County ITS Dept Div Commissions Branches Officers & Employees 61150 SE 27th St Bend, OR 97702	<b>DESCRIPTION OF INTEREST IF APPLICABLE:</b> Any Coverage Provided by This Endorsement Applies Only to the Delivery of Asphalt by the Named Insured to the Certificate Holder.
---	--

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

**A. Section II - Who Is An Insured** is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your acts or omissions or the acts or omissions of those acting on your behalf:

1. In the performance of your ongoing operations; or
2. In connection with your premises owned by or rented to you.

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

**B. With respect to the insurance afforded to these additional insureds, the following is added to Section III - Limits Of Insurance:**

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or
2. Available under the applicable limits of insurance;

whichever is less.

This endorsement shall not increase the applicable limits of insurance.

**Insured:**  
Albina Holdings Inc.  
801 Main St  
Vancouver, WA 98660-3133



**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

**WAIVER OF TRANSFER OF RIGHTS OF RECOVERY  
AGAINST OTHERS TO US (WAIVER OF SUBROGATION) -  
AUTOMATIC**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART  
ELECTRONIC DATA LIABILITY COVERAGE PART  
LIQUOR LIABILITY COVERAGE PART  
POLLUTION LIABILITY COVERAGE PART DESIGNATED SITES  
POLLUTION LIABILITY LIMITED COVERAGE PART DESIGNATED SITES  
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART  
RAILROAD PROTECTIVE LIABILITY COVERAGE PART  
UNDERGROUND STORAGE TANK POLICY DESIGNATED TANKS

The following is added to Paragraph 8. **Transfer Of Rights Of Recovery Against Others To Us** of Section IV - **Conditions**:

We waive any right of recovery against any person or organization, because of any payment we make under this Coverage Part, to whom the insured has waived its right of recovery in a written contract or agreement. Such waiver by us applies only to the extent that the insured has waived its right of recovery against such person or organization prior to loss.



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
02/28/2024

**THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.**

**IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).**

<b>PRODUCER</b> Elliott Powell Baden and Baker Inc. An ISU Network Member 1521 SW Salmon Street Portland OR 97205-1783	<b>CONTACT NAME:</b> Kim Wykes <b>PHONE (A/C, No, Ext):</b> (503) 445-8441 <b>FAX (A/C, No):</b> (503) 445-8481 <b>E-MAIL ADDRESS:</b> kwykes@epbb.com <table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <th style="width: 80%;">INSURER(S) AFFORDING COVERAGE</th> <th style="width: 20%;">NAIC #</th> </tr> <tr> <td>INSURER A : SAIF</td> <td></td> </tr> <tr> <td>INSURER B :</td> <td></td> </tr> <tr> <td>INSURER C :</td> <td></td> </tr> <tr> <td>INSURER D :</td> <td></td> </tr> <tr> <td>INSURER E :</td> <td></td> </tr> <tr> <td>INSURER F :</td> <td></td> </tr> </table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A : SAIF		INSURER B :		INSURER C :		INSURER D :		INSURER E :		INSURER F :	
INSURER(S) AFFORDING COVERAGE	NAIC #														
INSURER A : SAIF															
INSURER B :															
INSURER C :															
INSURER D :															
INSURER E :															
INSURER F :															
<b>INSURED</b> Albina Holdings Inc, DBA: Albina Fuel Co & Albina Asphalt 801 Main St Vancouver WA 98660															

**COVERAGES      CERTIFICATE NUMBER: 23-24 Work Comp      REVISION NUMBER:**

**THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.**

INSR LTR	TYPE OF INSURANCE	ADDL	SUBR	INSR	WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	<b>COMMERCIAL GENERAL LIABILITY</b> <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR <hr/> GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:								EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$ \$
	<b>AUTOMOBILE LIABILITY</b> <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY								COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	<b>UMBRELLA LIAB</b> <input type="checkbox"/> OCCUR <b>EXCESS LIAB</b> <input type="checkbox"/> CLAIMS-MADE DED    RETENTION \$								EACH OCCURRENCE \$ AGGREGATE \$ \$
A	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N				499173	10/01/2023	10/01/2024	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

**DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)**  
 Form WC000313 is attached.

<b>CERTIFICATE HOLDER</b> Deschutes County its officers, agents employees and volunteers 1300 NW Wall St; Suite 200 Bend OR 97701	<b>CANCELLATION</b> SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE 
---	--

# ALBINA ASPHALT

*Improving the Road Ahead.*

Tel: (360) 816-8540  
Toll Free: (800) 888-5048  
Fax: (360) 816-8541  
asphalt@albina.com  
www.albina.com

801 Main Street • Vancouver WA 98660

May 16, 2024

Crook County  
1306 N. Main St.  
Prineville, Oregon 97754

Attn: Mr. Brad Haynes  
Public Works Director

Re: 2024 Chip Seal Oil Material + Freight + Distribution

Mr. Haynes:

Thank you for the opportunity to work with Crook County Public Works on the annual chip seal program again. Albina is pleased to offer the following pricing for emulsion based off the Deschutes County Contract # 2024-050 (Contract for supply and delivery of asphalt oil for chip seal 2024).

<u>PRODUCT</u>	<u>Tons</u>	<u>FOB Madras, Or.</u>	<u>Freight</u>	<u>Delivered Countywide</u>
HFRS-P2	840	\$630.00/ton	\$30.00/ton	\$660.00/ton
HFRS-P1(D)	N/A	\$400.00/ton	\$30.00/ton	\$430.00/ton

The distributor truck rate is \$350.00/hour with (6) hour daily minimum charge.

Freight is based on 28/ton minimum loads delivered Countywide; standby rate is \$150.00/hour after two (2) free hours to unload.

Terms: Net 30 days

Price is firm through 10/31/2024.

If you have any questions or require any further information, please give me a call at 360-816-8536.

Respectfully submitted,



Kyle Arntson  
Sales Manager

**CROOK COUNTY ROAD DEPARTMENT**

**PURCHASE ORDER**

1306 N. MAIN ST. PRINEVILLE, OR 97754  
Phone: (541) 447-4644

DATE: \_\_\_\_\_

**CONTACT INFO:**

\_\_Albina Asphalt\_\_\_\_\_  
\_\_801 Main Street\_\_\_\_\_  
\_\_Vancouver, WA 98660\_\_\_\_\_  
\_\_800-888-5048\_\_\_\_\_  
\_\_\_\_\_

Project: Chip Seal 24-25  
Road #: \_\_\_\_\_  
Job Code: \_\_\_\_\_  
Equipment #: \_\_\_\_\_

**COMMENTS OR SPECIAL INSTRUCTIONS:**

Crook County issues this Purchase Order pursuant to Deschutes County Contract No. 2024-050 with Albina Holdings, Inc, dba Albina Asphalt. Except as otherwise noted in this Purchase Order, all terms of that Contract are incorporated herein as if fully set forth, with Albina Asphalt providing goods, services, warranties, and commitments to Crook County on the same terms and conditions as it would to Deschutes County.

QUANTITY	DESCRIPTION	PRICE	TOTAL
832 Tons	Chip seal oil HFRS-P2 Emulsified Asphalt	\$630/ton	\$524,160
	Delivery	\$30/ton	
SUBTOTAL			524,160

Please send \_\_\_\_\_ copies of your invoice.

\_\_\_\_\_  
Purchase Agent

## AGENDA ITEM REQUEST



**Date:**

May 22, 2024

**Meeting date desired:**

May 29, 2024 or June 5, 2024

**Subject:**

Amendment to Crush Contract

**Background and policy implications:**

4-R Equipment, LLC,, Amendment

**Budget/fiscal impacts:**

Rickman Rock Crushing

**Requested by:**

Brad Haynes Crook County Road Department  
brad.haynes@crookcountyor.gov 541-447-4644

**Presenters:**

Brad Haynes

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

Need to discuss further – The desire is for department heads to be proactive with legal, financial, HR, etc., should legal review/initials be standard operating procedure? Should review/initials expand to finance, HR, IT, facilities, if applicable?

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

N/A

**AMENDMENT**  
To Construction Contract

This Amendment is entered into by **4-R Equipment, LLC** (hereinafter “Contractor”), and **Crook County**, a political subdivision of the State of Oregon (hereinafter “County”); collectively, Contractor and County may be referred to as “the Parties.”

**RECITALS**

**WHEREAS**, Contractor and County are parties to that certain Construction Contract (hereinafter “the Agreement”) effective on or around December 20, 2023, for the provision of Rickman Rock Crushing Project services as more fully described in the Agreement; and

**WHEREAS**, complete performance in accordance with all plans and specifications will not be finished by June 15, 2024; and

**WHEREAS**, the Parties wish to continue the terms of the Agreement as modified by this Amendment.

**AGREEMENT**

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

Section One: The Recitals listed above are incorporated herein by reference.

Section Two: Section 3 of the Agreement is hereby amended to require complete full performance in accordance with all plans and specifications by July 31, 2024.

Section Three: Except as amended by this Amendment, all other terms of the Agreement remain in full force and effect.

Section Four: This Amendment 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

**PAGE 1 OF 2 – AMENDMENT TO RICKMAN ROCK CRUSHING CONSTRUCTION CONTRACT  
WITH 4-R EQUIPMENT, LLC**

IN WITNESS WHEREOF, Contractor and County have executed this Amendment effective on the date last signed below.

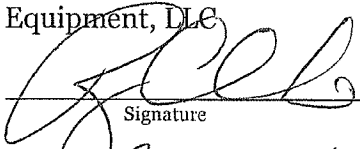
CONTRACTOR

COUNTY

4-R Equipment, LLC

Crook County Court

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



Signature

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

Date

5-21-24

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

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

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

**PAGE 2 OF 2 – AMENDMENT TO RICKMAN ROCK CRUSHING CONSTRUCTION CONTRACT  
WITH 4-R EQUIPMENT, LLC**



## AGENDA ITEM REQUEST



**Date:**

*May 22, 2024*

**Meeting date desired:**

*May 29, 2024*

**Subject:**

*Domestic Relations Mediator Contract*

**Background and policy implications:**

*By statute, the County is required to contract with a mediator to provide mediation services for certain domestic relations cases at the circuit court. Attached is Amendment 10, extending the services of David Allen as the County's contracted mediator through the end of 2024. The contract terminates at the end of the calendar year to enable the County to issue an RFP for this contract in the Fall.*

**Budget/fiscal impacts:**

*Mr. Allen's services are billed at \$500/mediation. The Oregon Judicial Department (OJD) provides an allocation of funding each year to cover the County's cost. In the past, the amount of funding rarely lined up with the County's expenditure—resulting in a surplus or deficit depending upon the year. This year, OJD created a statewide county reporting process to better understand each county's contractual obligations and financial status. County staff met with OJD and the parties have laid out a plan to reimburse the County's \$4,000 deficit for the current fiscal year and a means to ensure no deficits moving forward.*

**Requested by:**

*John Eisler; Asst. County Counsel; [John.Eisler@CrookCountyOR.gov](mailto:John.Eisler@CrookCountyOR.gov); 541-416-3919*

**Presenters:**

*John Eisler*

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

*Legal drafted*



**AMENDMENT NO. 10  
TO PROFESSIONAL SERVICES CONTRACT**

This Amendment No. 10 to Professional Services Contract, executed on the date last signed below and effective July 1, 2024, by and between Crook County, a political subdivision of the State of Oregon, hereinafter "County," and David Allen, an individual, hereinafter referred to as "Contractor."

**RECITALS**

**WHEREAS**, the parties hereto executed a Professional Services Contract effective July 1, 2013 (the "Agreement"), to provide mediation services for family law matters within Crook County; and

**WHEREAS**, Amendments 1 through 9 have been previously executed, extending the Agreement to June 30, 2024; and

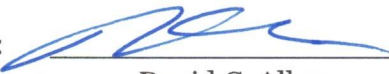
**WHEREAS**, County and Contractor now desire to further extend the term of the Professional Services Contract as set forth below.

**AMENDMENT**

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

1. Extended Term. The term of the Professional Services Contract shall be extended through December 31, 2024.
2. Reaffirmation of Agreement. Except as modified by this Amendment No. 10, all terms and conditions of the Agreement and any prior amendments are reaffirmed and remain unmodified and in full force and effect.
3. Counterparts. This Amendment No. 10 may be executed in one or more counterparts, including electronically transmitted counterparts, which when taken together, shall constitute one in the same original.

CONTRACTOR

By:   
\_\_\_\_\_ David C. Allen

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

Date: \_\_\_\_\_ May 21, 2024

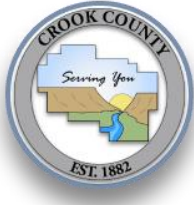
CROOK COUNTY COURT

\_\_\_\_\_  
Seth Crawford, Commissioner  
Date: \_\_\_\_\_

\_\_\_\_\_  
Susan Hermreck, Commissioner  
Date: \_\_\_\_\_

\_\_\_\_\_  
Brian Barney, Commissioner  
Date: \_\_\_\_\_

## AGENDA ITEM REQUEST



**Date:**

**Meeting date desired:**

**Subject:**

**Background and policy implications:**

**Budget/fiscal impacts:**

**Requested by:**

**Presenters:**

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

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

### Out of Class Pay Calculator

Employee:	<u><i>Will Van Vactor</i></u>	
	<b>Current</b>	<b>Out of Class</b>
Position:	Community Development Director	Interim County Manger
FTE:	1.0	1.0
Grade/Step:	131-10	137-1
Hourly Amount:	\$58.72	\$70.61
Per period hours:	86.67	86.67
Pay per period:	\$5,089.26	\$6,119.77
<b>Additional pay per period for out of class assignment:</b>		<b>\$1,030.51</b>
Percent increase:		20.2%



**Crook County**  
**Human Resources**  
 305 NE 3rd St.  
 Prineville, OR 97754  
 541-416-3802

**PERSONNEL ACTION FORM**

EMPLOYEE INFORMATION		
<b>Employee Name:</b> (Last, First Name MI):  Will Van Vactor	<b>Employment Type:</b> Full Time (30+ Hrs.) <input type="checkbox"/> Part Time (<30 Hrs.) <input type="checkbox"/> On-Call <input type="checkbox"/>	<b>Employment Status:</b> Probationary <input type="checkbox"/> Temporary <input checked="" type="checkbox"/> Regular <input type="checkbox"/> Elected Official <input type="checkbox"/>
		<b>Employment Action:</b> New Hire <input type="checkbox"/> Transfer <input type="checkbox"/> Promotion <input type="checkbox"/> Annual Increase <input type="checkbox"/> Increase Outside of Annual <input type="checkbox"/> Probationary Review <input type="checkbox"/> Termination <input type="checkbox"/> Refill: <input type="checkbox"/> YES <input type="checkbox"/> NO
		<b>Employment Classification:</b> Exempt <input checked="" type="checkbox"/> Non-Exempt <input type="checkbox"/>
<b>Effective Date:</b> 5/1/2024	New Position <input type="checkbox"/> Budgeted/Vacant Position <input type="checkbox"/>	Replacement Position <input type="checkbox"/> Replaces:
<b>Position #:</b>	<b>Reason:</b> Interim County Manager	
<b>DETAIL</b>	<b>FROM (present status)</b>	<b>TO (new status)</b>
FTE: (e.g. 1.0, .80)	1.0	1.0
Hours Per Day/Scheduled Days:		
Dept./Office:	Community Development	County Admin/Community Devel
Position - Job Title:	Community Development	Interim County Manager/Comm
Salary Grade/Step:	131-10	137-1
Monthly & Annual Salary (Exempt): <b>OR</b> Hourly Rate (Non-Exempt):	58.72	70.61
Certification Pay/Per Pay Period:		
License Required: <input type="checkbox"/> YES <input type="checkbox"/> NO		Union Member: <input type="checkbox"/> YES <input type="checkbox"/> NO
<b>Comments/Notes:</b> Interim County Manager special assignment pay \$1030.51 pay period		
Human Resources Signature _____ Date _____		Finance Signature _____ Date _____
Department Head Signature _____ Date _____		Employee Signature (if applicable) _____ Date _____
<b>County Board Signatures Required For:</b> Department Head <input type="checkbox"/> New Position <input type="checkbox"/> Termination/Demotion <input type="checkbox"/> Increase (2 steps or greater) <input type="checkbox"/>		
County Commissioner _____ Date _____		County Commissioner _____ Date _____
County Commissioner _____ Date _____		

- **Temporary Assignment**

If an employee is temporarily assigned to a position with a pay grade that is higher than the pay grade for the employee's regular position for a period of 30 days or more, the employee will be paid at the first step of the higher pay grade or will be granted a step pay increase, whichever is higher, for the entire period worked in the temporary assignment. If an employee is temporarily assigned to a position with a higher pay grade for a period of less than 30 days, the employee shall continue to receive the employee's rate of pay for the employee's regular position. An employee who is temporarily assigned to a position with a lower pay grade, for any period, shall not receive a reduction in pay. No temporary assignment shall exceed six months.

## 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):**

Organization	Event Name	Date	Set-Up & Tear-Down	Facility Use Fees	Other fees	Equipment	Total	New Rates Estimate
St. Charles	Hospice Auction	2-Dec	\$980 (4 days IA)	\$490 (IA) \$100 (roll)	\$240 (lights)	n/a	\$1,810	\$2,204
Kiwanis	Casino Night	21-Oct	\$588 (2 days)	\$588 (CFH)	\$132 (kitchen)	n/a	\$1,538	\$1,538
<del>COPWRA</del>	<del>PeeWee Banquet</del>	<del>14-Oct</del>	<del>\$588 (2 days)</del>	<del>\$588 (CFH)</del>	<del>\$132 (kitchen)</del>	<del>\$52.80 (chairs) \$66 (stage) \$132 (tables)</del>	<del>\$1,558.80</del>	<del>\$1,558.80</del>
<del>COPWRA</del>	<del>PeeWee Rodeo</del>	<del>July</del>	<del>n/a</del>	<del>\$1,190 (2 days OA)</del>	<del>n/a</del>	<del>\$55 (PA system)</del>	<del>\$1,245</del>	<del>\$1,834</del>
High School Rodeo	Finals	7-Jun	n/a	\$2,380 (OA) \$980 (IA) \$1960 (CFH)	\$96 (IA lights) \$88 (OA lights)	\$55 (PA system)	\$5,559	\$6,620
<del>COPWRA</del>	<del>PeeWee Rodeo</del>	<del>May</del>	<del>n/a</del>	<del>\$1,190 (2 days OA)</del>	<del>n/a</del>	<del>\$55 (PA system)</del>	<del>\$1,245</del>	<del>\$1,834</del>
Tri-County HS Rodeo	Rodeo	8-May	n/a	\$1,190 (2 days OA) \$980 (2 days IA)	\$66 (OA lights) \$72 (IA lights) \$195 (heat)	\$55 (PA system)	\$2,558	\$3,427
<del>COPWRA</del>	<del>PeeWee Rodeo</del>	<del>April</del>	<del>n/a</del>	<del>\$1,190 (2 days OA)</del>	<del>n/a</del>	<del>\$55 (PA system)</del>	<del>\$1,245</del>	<del>\$1,834</del>
<del>KIDS Center</del>	<del>Community for Kids</del>	<del>April</del>	<del>n/a</del>	<del>\$198</del>	<del>n/a</del>	<del>n/a</del>	<del>\$198</del>	<del>\$198</del>
CCSGA	Roping & Dog Trials	17-Mar	\$245	\$1,470 (3 days IA)	\$192 (lights)	\$55 (PA system)	\$1,962	\$2,380
							<b>\$18,721</b>	<b>\$23,428</b>

43,286

- ~~Sun-E Production Bull Ride~~ \$2,008
- ~~Oregon Hunters Association Banquet~~ \$720
- ~~PCCC Banquet~~ \$791
- ~~National Wild Turkey Federation~~ \$720
- ~~Oregon United Sporting Dogs~~ \$720
- ~~Humane Society of the Ochocos~~ \$882
- ~~Central Oregon Goat Association~~ \$405
- ~~High Desert Christian Academy~~ \$1,014
- ~~Central Oregon Llama Association~~ \$1,728
- ~~Reek Hound; paw Wow~~ \$3,060
- ~~Old Time Fiddlers~~ \$1,764
- ~~Sled Dog Showase~~ \$330
- ~~Church on Main Street~~ \$720
- ~~Cascade Spectacular~~ \$2,664
- ~~Young Life~~ \$324
- ~~'Buckin' for Hope Bull Ride~~ \$2,008

\$19,858

<b>Organization</b>	<b>Event Name</b>	<b>Date</b>	<b>Set-Up &amp; Tear-Down</b>	<b>Facility Use Fees</b>	<b>Other fees</b>	<b>Equipment</b>	<b>Total</b>	<b>New Rates Estimate</b>
St. Charles	Hospice Auction	2-Dec	\$980 (4 days IA)	\$490 (IA) \$100 (roll)	\$240 (lights)	n/a	\$1,810	\$2,204
Kiwanis	Casino Night	21-Oct	\$588 (2 days)	\$588 (CFH)	\$132 (kitchen)	n/a	\$1,308	\$1,538
High School Rodeo	Finals	7-Jun	n/a	\$2,380 (OA) \$980 (IA) \$1960 (CFH)	\$96 (IA lights) \$88 (OA lights)	\$55 (PA system)	\$5,559	\$6,777
Tri-County HS Rodeo	Rodeo	8-May	n/a	\$1,190 (2 days OA) \$980 (2 days IA)	\$66 (OA lights) \$72 (IA lights) \$195 (heat)	\$55 (PA system)	\$2,558	\$3,427
CCSGA	Roping & Dog Trials	17-Mar	\$245	\$1,470 (3 days IA)	\$192 (lights)	\$55 (PA system)	\$1,962	\$2,380
							\$13,197	\$16,326



## 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):**

## **AIP Development Application Checklist**

1. SF424
2. SF5100-100
3. CIP Data Sheet
4. Standard DOT Title VI Assurances
5. Certification for Contracts Grants Loans
6. Airport Sponsor Assurances
7. Current FAA Advisory Circulars
8. SF5100-134 Sponsor Certification for Selection of Consultants
9. SF5100-132 Sponsor Certification for Plans and Specs
10. SF5100-131 Sponsor Certification for Equipment/Construction Contracts
11. SF5100-129 Sponsor Certification for Project Final Acceptance
12. SF5100-130 Sponsor Certification for Drug Free Workplace
13. SF5100-133 Sponsor Certification for Land (Use only for Land Acquisition)
14. SF5100-135 Sponsor Certification for Conflict of Interest
15. SF5100-145 Title VI Pre-Award Sponsor Checklist (Sm/Med/Lg & non-Hub Only) (GA coming in 2025)

**Application for Federal Assistance SF-424**

*1. Type of Submission: Preapplication Application Changed/Corrected Application	*2. Type of Application    * If Revision, select appropriate letter(s): New Continuation                * Other (Specify) Revision
---	---

*3. Date Received:	4. Applicant Identifier:
--------------------	--------------------------

5a. Federal Entity Identifier:	5b. Federal Award Identifier: 3-41-0051-022-2024
--------------------------------	---

**State Use Only:**

6. Date Received by State:	7. State Application Identifier:
----------------------------	----------------------------------

**8. APPLICANT INFORMATION:**

\*a. Legal Name: \_\_\_\_\_

*b. Employer/Taxpayer Identification Number (EIN/TIN):	*c. UEI:
--	----------

**d. Address:**

\*Street 1: \_\_\_\_\_  
 Street 2: \_\_\_\_\_  
 \*City: \_\_\_\_\_  
 County/Parish: \_\_\_\_\_  
 \*State: Province: \_\_\_\_\_  
 \*Country: \_\_\_\_\_  
 \*Zip / Postal Code \_\_\_\_\_

**e. Organizational Unit:**

Department Name:	Division Name:
------------------	----------------

**f. Name and contact information of person to be contacted on matters involving this application:**

Prefix: \_\_\_\_\_ \*First Name: \_\_\_\_\_  
 Middle Name: \_\_\_\_\_  
 \*Last Name: \_\_\_\_\_  
 Suffix: \_\_\_\_\_

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

Organizational Affiliation: \_\_\_\_\_

*Telephone Number:	Fax Number:
--------------------	-------------

\*Email: \_\_\_\_\_

**Application for Federal Assistance SF-424**

**\*9. Type of Applicant 1: Select Applicant Type:**

Type of Applicant 2: Select Applicant Type:

Type of Applicant 3: Select Applicant Type:

\*Other (Specify)

**\*10. Name of Federal Agency:**

**11. Catalog of Federal Domestic Assistance Number:**

\_\_\_\_\_

CFDA Title:

\_\_\_\_\_

**\*12. Funding Opportunity Number:**

\_\_\_\_\_

\*Title:

\_\_\_\_\_

**13. Competition Identification Number:**

\_\_\_\_\_

Title:

\_\_\_\_\_

**14. Areas Affected by Project (Cities, Counties, States, etc.):**

**\*15. Descriptive Title of Applicant's Project:**

**Application for Federal Assistance SF-424**

**16. Congressional Districts Of:**  
\*a. Applicant: \_\_\_\_\_ \*b. Program/Project: \_\_\_\_\_

Attach an additional list of Program/Project Congressional Districts if needed.

**17. Proposed Project:**  
\*a. Start Date: \_\_\_\_\_ \*b. End Date: \_\_\_\_\_

**18. Estimated Funding (\$):**

*a. Federal	_____
*b. Applicant	_____
*c. State	_____
*d. Local	_____
*e. Other	_____
*f. Program Income	_____
*g. TOTAL	_____

**\*19. Is Application Subject to Review By State Under Executive Order 12372 Process?**

a. This application was made available to the State under the Executive Order 12372 Process for review on \_\_\_\_\_ .

b. Program is subject to E.O. 12372 but has not been selected by the State for review.

c. Program is not covered by E.O. 12372.

**\*20. Is the Applicant Delinquent On Any Federal Debt?**  
Yes      No

**If "Yes", explain:**

21. \*By signing this application, I certify (1) to the statements contained in the list of certifications\*\* and (2) that the statements herein are true, complete and accurate to the best of my knowledge. I also provide the required assurances\*\* and agree to comply with any resulting terms if I accept an award. I am aware that any false, fictitious, or fraudulent statements or claims may subject me to criminal, civil, or administrative penalties. (U. S. Code, Title 218, Section 1001)

\*\* I AGREE

\*\* The list of certifications and assurances, or an internet site where you may obtain this list, is contained in the announcement or agency specific instructions.

**Authorized Representative:**

Prefix: \_\_\_\_\_ \*First Name: \_\_\_\_\_  
Middle Name: \_\_\_\_\_  
\*Last Name: \_\_\_\_\_  
Suffix: \_\_\_\_\_

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

\*Telephone Number: \_\_\_\_\_ Fax Number: \_\_\_\_\_

\* Email: \_\_\_\_\_

\*Signature of Authorized Representative: \_\_\_\_\_ \*Date Signed: \_\_\_\_\_

## Application for Federal Assistance (Development and Equipment Projects)

### PART II – PROJECT APPROVAL INFORMATION

Part II - SECTION A			
The term "Sponsor" refers to the applicant name provided in box 8 of the associated SF-424 form.			
<b>Item 1.</b> Does Sponsor maintain an active registration in the System for Award Management (www.SAM.gov)?	Yes	No	
<b>Item 2.</b> Can Sponsor commence the work identified in the application in the fiscal year the grant is made or within six months after the grant is made, whichever is later?	Yes	No	N/A
<b>Item 3.</b> Are there any foreseeable events that would delay completion of the project? If yes, provide attachment to this form that lists the events.	Yes	No	N/A
<b>Item 4.</b> Will the project(s) covered by this request have impacts or effects on the environment that require mitigating measures? If yes, attach a summary listing of mitigating measures to this application and identify the name and date of the environmental document(s).	Yes	No	N/A
<b>Item 5.</b> Is the project covered by this request included in an approved Passenger Facility Charge (PFC) application or other Federal assistance program? If yes, please identify other funding sources by checking all applicable boxes.  <div style="margin-left: 20px;">                     The project is included in an <i>approved</i> PFC application.                      If included in an approved PFC application,                      does the application <i>only</i> address AIP matching share?      Yes      No                 </div> The project is included in another Federal Assistance program. Its CFDA number is below.	Yes	No	N/A
<b>Item 6.</b> Will the requested Federal assistance include Sponsor indirect costs as described in 2 CFR Appendix VII to Part 200, States and Local Government and Indian Tribe Indirect Cost Proposals?  If the request for Federal assistance includes a claim for allowable indirect costs, select the applicable indirect cost rate the Sponsor proposes to apply:  <div style="margin-left: 20px;">                     De Minimis rate of 10% as permitted by 2 CFR § 200.414.                       Negotiated Rate equal to                      % as approved by    (the Cognizant Agency)                      on    (Date) (2 CFR part 200, appendix VII).                 </div> <i>Note: Refer to the instructions for limitations of application associated with claiming Sponsor indirect costs.</i>	Yes	No	N/A

**PART II - SECTION B**

**Certification Regarding Lobbying**

The declarations made on this page are under the signature of the authorized representative as identified in box 21 of form SF-424, to which this form is attached. The term "Sponsor" refers to the applicant name provided in box 8 of the associated SF-424 form.

The Authorized Representative certifies, to the best of his or her knowledge and belief, that:

(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the Sponsor, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the Authorized Representative shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

(3) The Authorized Representative shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

**PART II – SECTION C**

The Sponsor hereby represents and certifies as follows:

**1. Compatible Land Use** – The Sponsor has taken the following actions to assure compatible usage of land adjacent to or in the vicinity of the airport:

**2. Defaults** – The Sponsor is not in default on any obligation to the United States or any agency of the United States Government relative to the development, operation, or maintenance of any airport, except as stated herewith:

**3. Possible Disabilities** – There are no facts or circumstances (including the existence of effective or proposed leases, use agreements or other legal instruments affecting use of the Airport or the existence of pending litigation or other legal proceedings) which in reasonable probability might make it impossible for the Sponsor to carry out and complete the Project or carry out the provisions of the Grant Assurances, either by limiting its legal or financial ability or otherwise, except as follows:

**4. Consistency with Local Plans** – The project is reasonably consistent with plans existing at the time of submission of this application) of public agencies that are authorized by the State in which the project is located to plan for the development of the area surrounding the airport.

**5. Consideration of Local Interest** – It has given fair consideration to the interest of communities in or near where the project may be located.

**6. Consultation with Users** – In making a decision to undertake an airport development project under Title 49, United States Code, it has consulted with airport users that will potentially be affected by the project (§ 47105(a)(2)).

**7. Public Hearings** – In projects involving the location of an airport, an airport runway or a major runway extension, it has afforded the opportunity for public hearings for the purpose of considering the economic, social, and environmental effects of the airport or runway location and its consistency with goals and objectives of such planning as has been carried out by the community and it shall, when requested by the Secretary, submit a copy of the transcript of such hearings to the Secretary. Further, for such projects, it has on its management board either voting representation from the communities where the project is located or has advised the communities that they have the right to petition the Secretary concerning a proposed project.

**8. Air and Water Quality Standards** – In projects involving airport location, a major runway extension, or runway location it will provide for the Governor of the state in which the project is located to certify in writing to the Secretary that the project will be located, designed, constructed, and operated so as to comply with applicable and air and water quality standards. In any case where such standards have not been approved and where applicable air and water quality standards have been promulgated by the Administrator of the Environmental Protection Agency, certification shall be obtained from such Administrator. Notice of certification or refusal to certify shall be provided within sixty days after the project application has been received by the Secretary.



**PART II – SECTION C (Continued)**

**9. Exclusive Rights** – There is no grant of an exclusive right for the conduct of any aeronautical activity at any airport owned or controlled by the Sponsor except as follows:

**10. Land** – (a) The sponsor holds the following property interest in the following areas of land, which are to be developed or used as part of or in connection with the Airport subject to the following exceptions, encumbrances, and adverse interests, all of which areas are identified on the aforementioned property map designated as Exhibit “A”. [1]

The Sponsor further certifies that the above is based on a title examination by a qualified attorney or title company and that such attorney or title company has determined that the Sponsor holds the above property interests.

(b) The Sponsor will acquire within a reasonable time, but in any event prior to the start of any construction work under the Project, the following property interest in the following areas of land on which such construction work is to be performed, all of which areas are identified on the aforementioned property map designated as Exhibit “A”. [1]

(c) The Sponsor will acquire within a reasonable time, and if feasible prior to the completion of all construction work under the Project, the following property interest in the following areas of land which are to be developed or used as part of or in connection with the Airport as it will be upon completion of the Project, all of which areas are identified on the aforementioned property map designated as Exhibit “A”. [1]

---

<sup>1</sup> State the character of property interest in each area and list and identify for each all exceptions, encumbrances, and adverse interests of every kind and nature, including liens, easements, leases, etc. The separate areas of land need only be identified here by the area numbers shown on the property map.

**PART III – BUDGET INFORMATION – CONSTRUCTION**

<b>SECTION A – GENERAL</b>
1. Assistance Listing Number:
2. Functional or Other Breakout:

<b>SECTION B – CALCULATION OF FEDERAL GRANT</b>			
<b>Cost Classification</b>	<b>Latest Approved Amount (Use only for revisions)</b>	<b>Adjustment + or (-) Amount (Use only for revisions)</b>	<b>Total Amount Required</b>
1. Administration expense			
2. Preliminary expense			
3. Land, structures, right-of-way			
4. Architectural engineering basic fees			
5. Other Architectural engineering fees			
6. Project inspection fees			
7. Land development			
8. Relocation Expenses			
9. Relocation payments to Individuals and Businesses			
10. Demolition and removal			
11. Construction and project improvement			
12. Equipment			
13. Miscellaneous			
14. <b>Subtotal</b> (Lines 1 through 13)			
15. Estimated Income (if applicable)			
16. Net Project Amount (Line 14 minus 15)			
17. <b>Less:</b> Ineligible Exclusions (Section C, line 23 g.)			
18. <b>Subtotal</b> (Lines 16 through 17)			
19. Federal Share requested of Line 18			
20. Grantee share			
21. Other shares			
22. <b>TOTAL PROJECT</b> (Lines 19, 20 & 21)			

<b>SECTION C – EXCLUSIONS</b>	
<b>23. Classification (Description of non-participating work)</b>	<b>Amount Ineligible for Participation</b>
a.	
b.	
c.	
d.	
e.	
f.	
g. <b>Total</b>	

<b>SECTION D – PROPOSED METHOD OF FINANCING NON-FEDERAL SHARE</b>	
<b>24. Grantee Share – Fund Categories</b>	<b>Amount</b>
a. Securities	
b. Mortgages	
c. Appropriations (by Applicant)	
d. Bonds	
e. Tax Levies	
f. Non-Cash	
g. Other (Explain):	
h. <b>TOTAL</b> - Grantee share	
<b>25. Other Shares</b>	<b>Amount</b>
a. State	
b. Other	
c. <b>TOTAL</b> - Other Shares	
<b>26. TOTAL NON-FEDERAL FINANCING</b>	

<b>SECTION E – REMARKS</b> (Attach sheets if additional space is required)

**PART IV – PROGRAM NARRATIVE**  
(Suggested Format)

<b>PROJECT:</b>
<b>AIRPORT:</b>
<b>1. Objective:</b>
<b>2. Benefits Anticipated:</b>
<b>3. Approach:</b> (See approved Scope of Work in Final Application)
<b>4. Geographic Location:</b>
<b>5. If Applicable, Provide Additional Information:</b>
<b>6. Sponsor's Representative:</b> (include address & telephone number)

## CIP DATA SHEET

<b>AIRPORT</b>	Prineville-Crook County Airport	<b>LOCID</b>	S39	<b>LOCAL PRIORITY</b>
<b>PROJECT DESCRIPTION</b>	Runway 15-33 Rehabilitation Phase II: Construction	<b>PLANNED YEAR TO CONSTRUCT</b>	2024	

**SKETCH: PRINEVILLE AIRPORT - RW 15-33 REHABILITATION**

**ELEMENTS OF CONSTRUCTION**

- RW PAVEMENT REHABILITATION (EXISTING WIDTH = 40')
- RW WIDENING (40' TO 60')
- RW 33 THRESHOLD RELOCATION (NORTH -500')
- CONSTRUCT NEW CONNECTOR TW FROM APRON TO RELOCATED RW 33 THRESHOLD
- NEW MRL, SIGNAGE AND ASSOCIATED ELECTRICAL IMPROVEMENTS
- ASSOCIATED DRAINAGE IMPROVEMENTS
- RW SHOULDER AND RSA GRADING (RSA, ROFA, RSA BEYOND RW ENDS)
- RW PAVEMENT MARKING
- RW 15-33 MAG VAR CHANGE (BECOMES RW 16-34)

**JUSTIFICATION:** The current 2015 Master Plan Update recommends Runway 15-33 be widened to 60-feet for current A-1/B-1 aircraft operations. The pavements have a current average PCI of 75 and is projected to drop to 62/58 by 2024. This Phase II project will complete the Construction of the project. This project will rehabilitate (full depth) and widen the RW for the full length of the RW. Additionally, this project will relocate the RW 33 threshold approximately 500' north and construct a new RW 33 connector TW to the main apron.

**COST ESTIMATE:**

ADMINISTRATION:	\$ 20,000	1. Construction	\$ 4,220,000	
ENGINEERING:	\$	Material Testing:	\$ 50,000	
INSPECTION:	\$ 450,000	3 AGIS:	\$ 60,000	
			<b>TOTAL:</b>	<b>\$4,800,000</b>

Federal ( %) \$ 90%      State \$ WRWR      Local ( %) \$ 10%

<b>SPONSOR VERIFICATION:</b>	<b>Date</b> (see instruction sheet or attached comments for more information)
For each and every project as applicable	<ul style="list-style-type: none"> <li>-Date of approved ALP with project shown</li> <li>-Date of environmental determination (ROB, FONSI, CatEx)</li> <li>-Date of land acquisition or signed purchase agreement</li> <li>-Date of pavement maintenance program</li> <li>-Date of Benefit Cost Analysis (BCA) as required</li> </ul>

**SPONSOR'S SIGNATURE:** \_\_\_\_\_ **DATE:** 8/23/22

**PRINTED NAME:** Kelly Coffelt **TITLE:** Airport Manger

**PHONE NUMBER:** (541) 416-0805 **EMAIL:** kcoffelt@cityofprineville.com

FAA USE ONLY

PREAPP NUMBER	GRANT NUMBER	NPIAS CODE	WORK CODE	FAA PRIORITY	FEDERAL \$

**Prineville-Crook County Airport: RW 15-33 Rehabilitation - Phase II: Construction**

Airport Name: **Prineville-Crook County Airport**  
 Location: **Prineville, Oregon**  
 Sponsor: **Crook County/City of Prineville**  
 CIP Years: **2024**

Date: 10/5/20

**2024 Project Includes: Construction and SDC**

**PRINEVILLE AIRPORT - RW 15-33 REHABILITATION**



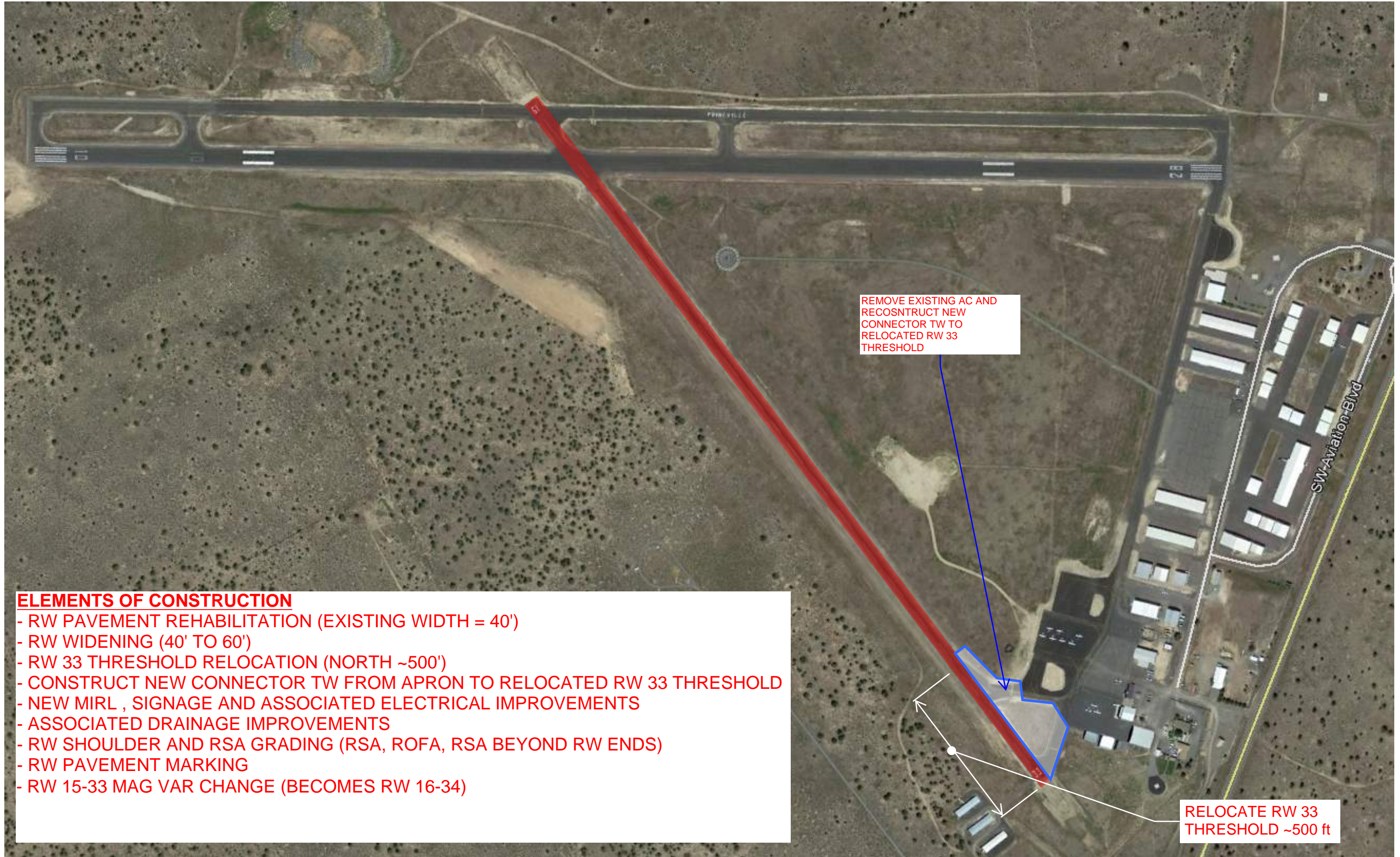
**Construction Cost Opinion**

2024 Cost Opinion

<b>Item</b>	<b>Description</b>	<b>Planning Estimate</b>
RW 15-33 (16-34) Reconstruction	Full Depth RW and TW Pavement Reconstruction	\$2,660,000
New RW 15-33 (16-34) Lighting and Signage	New RW lighting and signage installed, includes associated electrical improvements	\$512,000
RW 15-33 (16-34) SD Improvements	Includes new RW Underdrains and associated Improvements	\$421,000
New RW 15-33 (16-34) & TW Pavement Marking		\$83,000
Other misc. project expenses	Includes (Mob/Demob, survey, ect)	\$544,000
		\$4,220,000

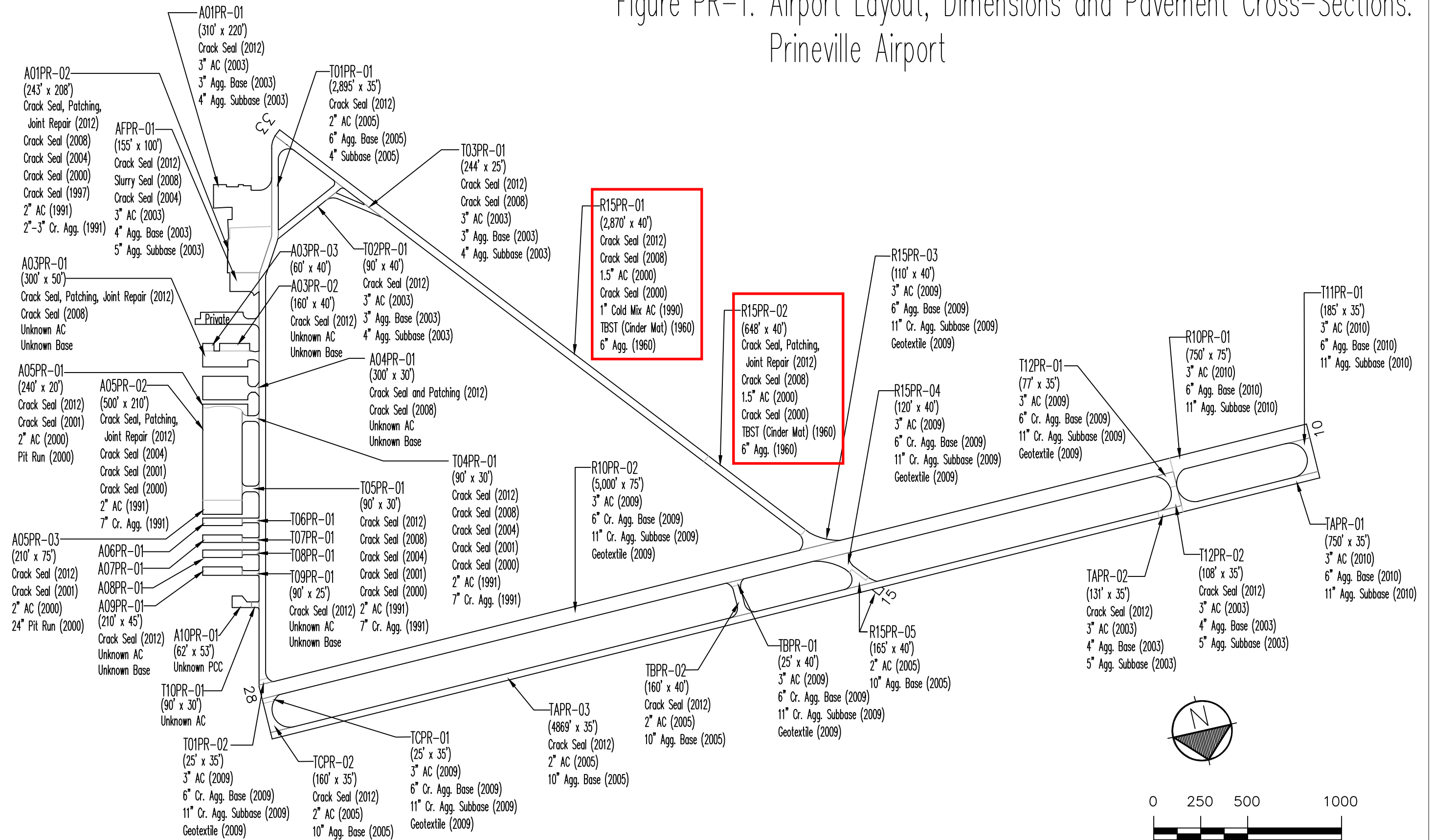


# PRINEVILLE AIRPORT - RW 15-33 REHABILITATION





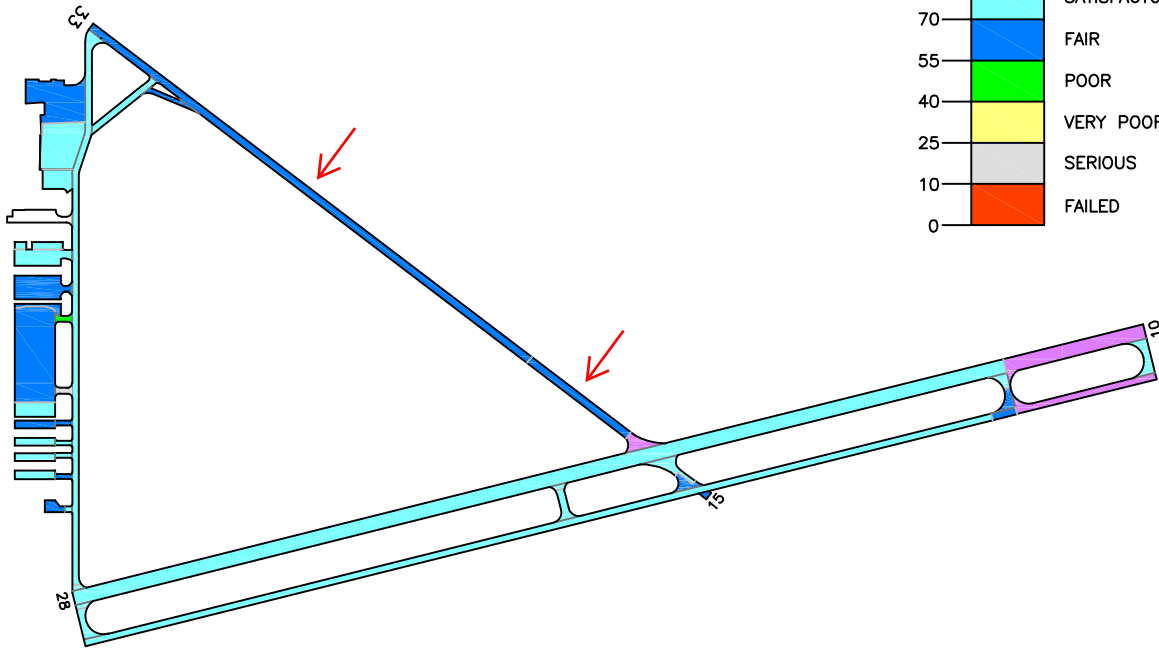
# Figure PR-1. Airport Layout, Dimensions and Pavement Cross-Sections. Prineville Airport



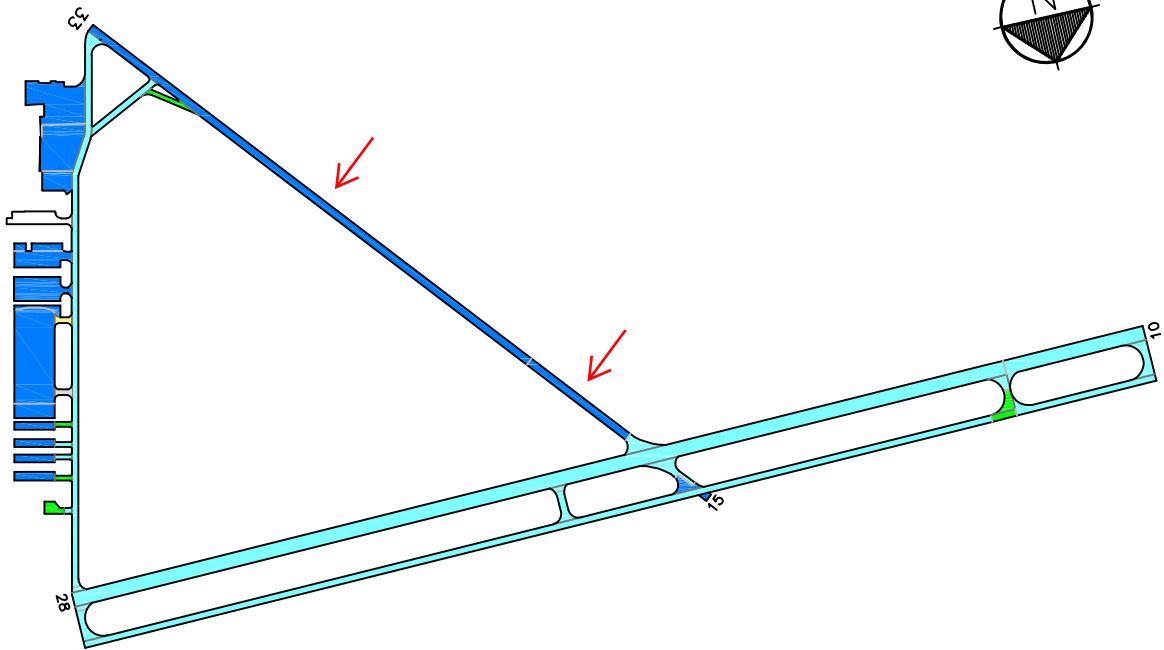


**Predicted Condition in 2019.**

PCI	PCR
100	GOOD
85	SATISFACTORY
70	FAIR
55	POOR
40	VERY POOR
25	SERIOUS
10	FAILED
0	



**Predicted Condition in 2024.**



Drawing Date: August 2014

**Figure PR-5. Future Pavement Condition.**

## RESULTS

Using the data collected during the visual inspection, the Micro PAVER software was used to calculate an area-weighted average Pavement Condition Index (PCI) for each pavement section inspected using the sample units evaluated. Using each section's PCI, a Pavement Condition Rating (PCR) was assigned. The PCIs measured during this inspection are shown in Table 1. The table also contains PCIs from past inspections as well as projected PCIs for 2019 and 2024. The projections were based on pavement deterioration models developed by Micro PAVER using the inspection data from other pavements in the same airport category as your airport, located in the same climatic region, and with the same surface type and use.

The Branch Condition Report in Appendix 1 summarizes current pavement condition by branch while the Section Condition Report in Appendix 2 lists pavement condition by section. The current PCR is shown graphically in Figure PR-3.

**Table 1. Past, Present and Future Pavement Condition Indices.**

Branch	Section	Inspections			Forecast	
		2006	2011	2014	2019	2024
A01PR	1	100	79	73	66	61
A01PR	2	94	62	83	74	67
A03PR	1	90	62	78	71	64
A03PR	2	100	75	80	72	66
A03PR	3	100	72	79	71	65
A04PR	1	89	64	77	70	64
A05PR	1	87	88	71	65	59
A05PR	2	82	57	71	65	59
A05PR	3	99	64	85	76	69
A06PR	1	100	72	67	62	57
A07PR	1	100	87	81	73	66
A08PR	1	100	90	78	71	64
A09PR	1	100	90	81	73	66
A10PR	1	100	81	69	60	52
AFPR	1	99	85	83	74	67
R10PR	1	---	100	100	87	76
R10PR	2	64	100	96	84	74
R15PR	1	97	56	75	64	58
R15PR	2	98	61	75	67	62
R15PR	3	67	100	100	87	76
R15PR	4	63	100	96	84	74
R15PR	5	100	---	74	66	61
T01PR	1	100	97	90	79	74
T01PR	2	---	100	90	79	74

## **STANDARD DOT TITLE VI ASSURANCES**

CROOK COUNTY (hereinafter referred to as the Sponsor) hereby agrees that as a condition to receiving Federal financial assistance from the Department of Transportation (DOT), it will comply with Title VI of the Civil Rights Act of 1964 (42 U.S.C. 2000d *et seq.*) and all requirements imposed by 49 CFR Part 21, Nondiscrimination in Federally Assisted Programs of the Department of Transportation -- Effectuation of Title VI of the Civil Rights Act of 1964 (hereinafter referred to as the "Regulations") to the end that no person in the United States shall, on the ground of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity for which the applicant receives Federal financial assistance and will immediately take any measures necessary to effectuate this agreement. Without limiting the above general assurance, the Sponsor agrees concerning this grant that:

1. Each "program" and "facility" (as defined in Section 21.23(a) and 21.23(b)) will be conducted or operated in compliance with all requirements of the Regulations.

2. It will insert the clauses of Attachment 1 of this assurance in every contract subject to the Act and the Regulations.

3. Where Federal financial assistance is received to construct a facility, or part of a facility, the assurance shall extend to the entire facility and facilities operated in connection therewith.

4. Where Federal financial assistance is in the form or for the acquisition of real property or an interest in real property, the assurance shall extend to rights to space on, over, or under such property.

5. It will include the appropriate clauses set forth in Attachment 2 of this assurance, as a covenant running with the land, in any future deeds, leases, permits, licenses, and similar agreements entered into by the Sponsor with other parties:

(a) for the subsequent transfer of real property acquired or improved with Federal financial assistance under this project; and

(b) for the construction or use of or access to space on, over, or under real property acquired or improved with Federal financial assistance under this Project.

6. This assurance obligates the Sponsor for the period during which Federal financial assistance is extended to the program, except where the Federal financial assistance is to provide, or is in the form of personal property or real property or interest therein or structures or improvements thereon, in which case the assurance obligates the Sponsor or any transferee for the longer of the following periods:

(a) the period during which the property is used for a purpose for which Federal financial assistance is extended, or for another purpose involving the provision of similar services or benefits; or

(b) the period during which the Sponsor retains ownership or possession of the property.

7. It will provide for such methods of administration for the program as are found by the Secretary of transportation of the official to whom he delegates specific authority to give reasonable guarantees that it, other sponsors, subgrantees, contractors, subcontractors, transferees, successors in interest, and other participants of Federal financial assistance under such program will comply with all requirements imposed or pursuant to the act, the Regulations, and this assurance.

**STANDARD DOT TITLE VI ASSURANCES** *(Continued)*

8. It agrees that the United States has a right to seek judicial enforcement with regard to any matter arising under the Act, the Regulations, and this assurance.

THIS ASSURANCE is given in consideration of and for the purpose of obtaining Federal financial assistance for this Project and is binding on its contractors, the Sponsor, subcontractors, transferees, successors in interest and other participants in the Project. The person or persons whose signatures appear below are authorized to sign this assurance on behalf of the Sponsor.

**DATED** \_\_\_\_\_

\_\_\_\_\_  
**Crook County**  
**(Sponsor)**

\_\_\_\_\_  
**(Signature of Authorized Official)**

## CONTRACTOR CONTRACTUAL REQUIREMENTS

### ATTACHMENT 1

During the performance of this contract, the contractor, for itself, its assignees and successors in interest (hereinafter referred to as the "contractor") agrees as follows:

1. Compliance with Regulations. The contractor shall comply with the regulations relative to nondiscrimination in federally assisted programs of the Department of Transportation (hereinafter, "DOT") Title 49, Code of Federal Regulations, Part 21, as they may be amended from time to time (hereinafter referred to as the Regulations), which are herein incorporated by reference and made a part of this contract.

2. Nondiscrimination. The contractor, with regard to the work performed by it during the contract, shall not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The contractor shall not participate either directly or indirectly in the discrimination prohibited by section 21.5 of the Regulations, including employment practices when the contract covers a program set forth in Appendix B of the Regulations.

3. Solicitations for Subcontracts, Including Procurements of Materials and Equipment. In all solicitations either by competitive bidding or negotiation made by the contractor for work to be performed under a subcontract, including procurements of materials or lease of equipment, each potential subcontractor or supplier shall be notified by the contractor of the contractor's obligations under this contract and the Regulations relative to nondiscrimination on the grounds of race, color, or national origin.

4. Information and Reports. The contractor shall provide all information and reports required by the Regulations or directives issued pursuant thereto and shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the Sponsor or the Federal Aviation Administration (FAA) to be pertinent to ascertain compliance with such Regulations, orders, and instructions. Where any information required of a contract is in the exclusive possession of another who fails or refuses to furnish this information, the contractor shall so certify to the sponsor or the FAA, as appropriate, and shall set forth what efforts it has made to obtain the information.

5. Sanctions for Noncompliance. In the event of the contractor's noncompliance with the nondiscrimination provisions of this contract, the sponsor shall impose such contract sanctions as it or the FAA may determine to be appropriate, including, but not limited to:

- a. Withholding of payments to the contractor under the contract until the contractor complies, and/or
- b. Cancellation, termination, or suspension of the contract, in whole or in part.

6. Incorporation of Provisions. The contractor shall include the provisions of paragraphs 1 through 5 in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Regulations or directives issued pursuant thereto. The contractor shall take such action with respect to any subcontract or procurement as the sponsor or the FAA may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or supplier as a result of such direction, the contractor may request the Sponsor to enter into such litigation to protect the interests of the sponsor and, in addition, the contractor may request the United States to enter into such litigation to protect the interest of the United States.

## **CLAUSES FOR DEEDS, LICENSES, LEASES, PERMITS OR SIMILAR INSTRUMENTS**

### **ATTACHMENT 2**

The following clauses shall be included in deeds, licenses, leases, permits, or similar instruments entered into by the Sponsor pursuant to the provisions of Assurances 5(a) and 5(b).

1. The (grantee, licensee, permittee, etc., as appropriate) for himself, his heirs, personal representatives, successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree (in the case of deeds and leases add "as a covenant running with the land") that in the event facilities are constructed, maintained, or otherwise operated on the said property described in this (deed, license, lease, permit, etc.) for a purpose for which a DOT program or activity is extended or for another purpose involving the provision of similar services or benefits, the (grantee, licensee, lessee, permittee, etc.) shall maintain and operate such facilities and services in compliance with all other requirements imposed pursuant to 49 CFR Part 21, Nondiscrimination in Federally Assisted Programs of the Department of Transportation, and as said Regulations may be amended.
  
2. The (grantee, licensee, lessee, permittee, etc., as appropriate) for himself, his heirs, personal representatives, successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree (in the case of deeds and leases add "as a covenant running with the land") that: (1) no person on the grounds of race, color, or national origin shall be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of said facilities, (2) that in the construction of any improvements on, over, or under such land and the furnishing of services thereon, no person on the grounds of race, color, or national origin shall be excluded from participation in, denied the benefits of, or otherwise be subjected to discrimination, (3) that the (grantee, licensee, permittee, etc.) shall use the premises in compliance with all other requirements imposed by or pursuant to 49 CFR Part 21, Nondiscrimination in Federally Assisted Programs of the Department of Transportation, and as said Regulations may be amended.

**REQUIRED STATEMENTS  
AIRPORT IMPROVEMENT PROGRAM PROJECTS**

**AIRPORT:** Prineville-Crook County Airport (S39)

**LOCATION:** Prineville, Oregon

**AIP PROJECT NO.:** 3-41-0051-022-2024

**STATEMENTS APPLICABLE TO THIS PROJECT** Runway 15-33 Reconstruction and Associated Improvements: Phase II (Construction & SDC)

- X a. **INTEREST OF NEIGHBORING COMMUNITIES:** In formulating this project, consideration has been given to the interest of communities that are near (Exact name of airport) Prineville-Crook County Airport.
- X b. **THE DEVELOPMENT PROPOSED IN THIS PROJECT** will not require the use of publicly owned land from a public park, recreation area, wildlife and fowl refuge, or a historical site under Federal, State, or Local jurisdiction.
- X c. **FBO COORDINATION:** The airport development proposed in this project has been coordinated with the Fixed Base Operator(s) utilizing (Exact name of airport) Prineville-Crook County Airport, and they have been informed regarding the scope and nature of this project.
- X d. **THE PROPOSED PROJECT IS CONSISTENT** with existing approved plans for the area surrounding the airport.

The above statements have been duly considered and are applicable to this project. (Provide comment for any statement not checked).

**BY:** \_\_\_\_\_ **DATE:** \_\_\_\_\_

**TITLE:** Commissioner

**SPONSORING AGENCY:** Crook County

**NOTE: Where opposition is stated to an airport development project, whether expressly or by proposed revision, the following specific information concerning the opposition to the project must be furnished.**

- a. Identification of the Federal, state, or local governmental agency, or the person or persons opposing the project;
- b. The nature and basis of opposition;
- c. Sponsor's plan to accommodate or otherwise satisfy the opposition;
- d. Whether an opportunity for a hearing was afforded, and if a hearing was held, an analysis of the facts developed at the hearing as they relate to the social, economic, and environmental aspects of the proposed project and its consistency with the goals and objectives of such urban planning as has been carried out by the community.
- e. If the opponents proposed any alternatives, what these alternatives were and the reason for nonacceptance;
- f. Sponsor's plans, if any, to minimize any adverse effects of the project;
- g. Benefits to be gained by the proposed development; and
- h. Any other pertinent information which would be of assistance in determining whether to proceed with the project.



**CERTIFICATION FOR CONTRACTS, GRANTS, LOANS,  
AND COOPERATIVE AGREEMENTS**

The undersigned certifies, to the best of his or her knowledge and belief, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal Grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form LLL "Disclosure of Lobby Activities", in accordance with its instructions.
3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Signed \_\_\_\_\_ Date \_\_\_\_\_  
Sponsor's Authorized Representative

Title \_\_\_\_\_  
Commissioner



## **ASSURANCES AIRPORT SPONSORS**

---

### **A. General.**

1. These assurances shall be complied with in the performance of grant agreements for airport development, airport planning, and noise compatibility program grants for airport sponsors.
2. These assurances are required to be submitted as part of the project application by sponsors requesting funds under the provisions of Title 49, U.S.C., subtitle VII, as amended. As used herein, the term "public agency sponsor" means a public agency with control of a public-use airport; the term "private sponsor" means a private owner of a public-use airport; and the term "sponsor" includes both public agency sponsors and private sponsors.
3. Upon acceptance of this grant offer by the sponsor, these assurances are incorporated in and become part of this Grant Agreement.

### **B. Duration and Applicability.**

#### **1. Airport development or Noise Compatibility Program Projects Undertaken by a Public Agency Sponsor.**

The terms, conditions and assurances of this Grant Agreement shall remain in full force and effect throughout the useful life of the facilities developed or equipment acquired for an airport development or noise compatibility program project, or throughout the useful life of the project items installed within a facility under a noise compatibility program project, but in any event not to exceed twenty (20) years from the date of acceptance of a grant offer of Federal funds for the project. However, there shall be no limit on the duration of the assurances regarding Exclusive Rights and Airport Revenue so long as the airport is used as an airport. There shall be no limit on the duration of the terms, conditions, and assurances with respect to real property acquired with federal funds. Furthermore, the duration of the Civil Rights assurance shall be specified in the assurances.

#### **2. Airport Development or Noise Compatibility Projects Undertaken by a Private Sponsor.**

The preceding paragraph (1) also applies to a private sponsor except that the useful life of project items installed within a facility or the useful life of the facilities developed or equipment acquired under an airport development or noise compatibility program project shall be no less than ten (10) years from the date of acceptance of Federal aid for the project.

#### **3. Airport Planning Undertaken by a Sponsor.**

Unless otherwise specified in this Grant Agreement, only Assurances 1, 2, 3, 5, 6, 13, 18, 23, 25, 30, 32, 33, 34, and 37 in Section C apply to planning projects. The terms, conditions, and

assurances of this Grant Agreement shall remain in full force and effect during the life of the project; there shall be no limit on the duration of the assurances regarding Exclusive Rights and Airport Revenue so long as the airport is used as an airport.

**C. Sponsor Certification.**

The sponsor hereby assures and certifies, with respect to this grant that:

**1. General Federal Requirements**

It will comply with all applicable Federal laws, regulations, executive orders, policies, guidelines, and requirements as they relate to the application, acceptance, and use of Federal funds for this Grant including but not limited to the following:

**FEDERAL LEGISLATION**

- a. 49 U.S.C. subtitle VII, as amended.
- b. Davis-Bacon Act, as amended — 40 U.S.C. §§ 3141-3144, 3146, and 3147, et seq.<sup>1</sup>
- c. Federal Fair Labor Standards Act — 29 U.S.C. § 201, et seq.
- d. Hatch Act — 5 U.S.C. § 1501, et seq.<sup>2</sup>
- e. Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, 42 U.S.C. § 4601, et seq.<sup>1, 2</sup>
- f. National Historic Preservation Act of 1966 — Section 106 — 54 U.S.C. § 306108.<sup>1</sup>
- g. Archeological and Historic Preservation Act of 1974 — 54 U.S.C. § 312501, et seq.<sup>1</sup>
- h. Native Americans Grave Repatriation Act — 25 U.S.C. § 3001, et seq.
- i. Clean Air Act, P.L. 90-148, as amended — 42 U.S.C. § 7401, et seq.
- j. Coastal Zone Management Act, P.L. 92-583, as amended — 16 U.S.C. § 1451, et seq.
- k. Flood Disaster Protection Act of 1973 — Section 102(a) - 42 U.S.C. § 4012a.<sup>1</sup>
- l. 49 U.S.C. § 303, (formerly known as Section 4(f)).
- m. Rehabilitation Act of 1973 — 29 U.S.C. § 794.
- n. Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq., 78 stat. 252) (prohibits discrimination on the basis of race, color, national origin).
- o. Americans with Disabilities Act of 1990, as amended, (42 U.S.C. § 12101 et seq.) (prohibits discrimination on the basis of disability).
- p. Age Discrimination Act of 1975 — 42 U.S.C. § 6101, et seq.
- q. American Indian Religious Freedom Act, P.L. 95-341, as amended.
- r. Architectural Barriers Act of 1968, as amended — 42 U.S.C. § 4151, et seq.<sup>1</sup>
- s. Powerplant and Industrial Fuel Use Act of 1978 — Section 403 — 42 U.S.C. § 8373.<sup>1</sup>
- t. Contract Work Hours and Safety Standards Act — 40 U.S.C. § 3701, et seq.<sup>1</sup>
- u. Copeland Anti-kickback Act — 18 U.S.C. § 874.<sup>1</sup>

- v. National Environmental Policy Act of 1969 – 42 U.S.C. § 4321, et seq.<sup>1</sup>
- w. Wild and Scenic Rivers Act, P.L. 90-542, as amended – 16 U.S.C. § 1271, et seq.
- x. Single Audit Act of 1984 – 31 U.S.C. § 7501, et seq.<sup>2</sup>
- y. Drug-Free Workplace Act of 1988 – 41 U.S.C. §§ 8101 through 8105.
- z. The Federal Funding Accountability and Transparency Act of 2006, as amended (P.L. 109-282, as amended by section 6202 of P.L. 110-252).
- aa. Civil Rights Restoration Act of 1987, P.L. 100-259.
- bb. Build America, Buy America Act, P.L. 117-58, Title IX.

#### **EXECUTIVE ORDERS**

- a. Executive Order 11246 – Equal Employment Opportunity<sup>1</sup>
- b. Executive Order 11990 – Protection of Wetlands
- c. Executive Order 11998 – Flood Plain Management
- d. Executive Order 12372 – Intergovernmental Review of Federal Programs
- e. Executive Order 12699 – Seismic Safety of Federal and Federally Assisted New Building Construction<sup>1</sup>
- f. Executive Order 12898 – Environmental Justice
- g. Executive Order 13166 – Improving Access to Services for Persons with Limited English Proficiency
- h. Executive Order 13985 – Executive Order on Advancing Racial Equity and Support for Underserved Communities Through the Federal Government
- i. Executive Order 13988 – Preventing and Combating Discrimination on the Basis of Gender Identity or Sexual Orientation
- j. Executive Order 14005 – Ensuring the Future is Made in all of America by All of America’s Workers
- k. Executive Order 14008 – Tackling the Climate Crisis at Home and Abroad

#### **FEDERAL REGULATIONS**

- a. 2 CFR Part 180 – OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement).
- b. 2 CFR Part 200 – Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards. <sup>4, 5</sup>
- c. 2 CFR Part 1200 – Nonprocurement Suspension and Debarment.
- d. 14 CFR Part 13 – Investigative and Enforcement Procedures.
- e. 14 CFR Part 16 – Rules of Practice for Federally-Assisted Airport Enforcement Proceedings.
- f. 14 CFR Part 150 – Airport Noise Compatibility Planning.

- g. 28 CFR Part 35 – Nondiscrimination on the Basis of Disability in State and Local Government Services.
- h. 28 CFR § 50.3 – U.S. Department of Justice Guidelines for the Enforcement of Title VI of the Civil Rights Act of 1964.
- i. 29 CFR Part 1 – Procedures for Predetermination of Wage Rates.<sup>1</sup>
- j. 29 CFR Part 3 – Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States.<sup>1</sup>
- k. 29 CFR Part 5 – Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction (Also Labor Standards Provisions Applicable to Nonconstruction Contracts Subject to the Contract Work Hours and Safety Standards Act).<sup>1</sup>
- l. 41 CFR Part 60 – Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor (Federal and Federally-assisted contracting requirements).<sup>1</sup>
- m. 49 CFR Part 20 – New Restrictions on Lobbying.
- n. 49 CFR Part 21 – Nondiscrimination in Federally-Assisted Programs of the Department of Transportation - Effectuation of Title VI of the Civil Rights Act of 1964.
- o. 49 CFR Part 23 – Participation by Disadvantage Business Enterprise in Airport Concessions.
- p. 49 CFR Part 24 – Uniform Relocation Assistance and Real Property Acquisition for Federal and Federally-Assisted Programs.<sup>1, 2</sup>
- q. 49 CFR Part 26 – Participation by Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Programs.
- r. 49 CFR Part 27 – Nondiscrimination on the Basis of Disability in Programs or Activities Receiving Federal Financial Assistance.<sup>1</sup>
- s. 49 CFR Part 28 – Enforcement of Nondiscrimination on the Basis of Handicap in Programs or Activities Conducted by the Department of Transportation.
- t. 49 CFR Part 30 – Denial of Public Works Contracts to Suppliers of Goods and Services of Countries That Deny Procurement Market Access to U.S. Contractors.
- u. 49 CFR Part 32 – Governmentwide Requirements for Drug-Free Workplace (Financial Assistance).
- v. 49 CFR Part 37 – Transportation Services for Individuals with Disabilities (ADA).
- w. 49 CFR Part 38 – Americans with Disabilities Act (ADA) Accessibility Specifications for Transportation Vehicles.
- x. 49 CFR Part 41 – Seismic Safety.

***FOOTNOTES TO ASSURANCE (C)(1)***

<sup>1</sup> These laws do not apply to airport planning sponsors.

<sup>2</sup> These laws do not apply to private sponsors.

<sup>3</sup> 2 CFR Part 200 contains requirements for State and Local Governments receiving Federal assistance. Any requirement levied upon State and Local Governments by this regulation shall

apply where applicable to private sponsors receiving Federal assistance under Title 49, United States Code.

- <sup>4</sup> Cost principles established in 2 CFR part 200 subpart E must be used as guidelines for determining the eligibility of specific types of expenses.
- <sup>5</sup> Audit requirements established in 2 CFR part 200 subpart F are the guidelines for audits.

## **SPECIFIC ASSURANCES**

---

Specific assurances required to be included in grant agreements by any of the above laws, regulations or circulars are incorporated by reference in this Grant Agreement.

### **2. Responsibility and Authority of the Sponsor.**

#### **a. Public Agency Sponsor:**

It has legal authority to apply for this Grant, and to finance and carry out the proposed project; that a resolution, motion or similar action has been duly adopted or passed as an official act of the applicant's governing body authorizing the filing of the application, including all understandings and assurances contained therein, and directing and authorizing the person identified as the official representative of the applicant to act in connection with the application and to provide such additional information as may be required.

#### **b. Private Sponsor:**

It has legal authority to apply for this Grant and to finance and carry out the proposed project and comply with all terms, conditions, and assurances of this Grant Agreement. It shall designate an official representative and shall in writing direct and authorize that person to file this application, including all understandings and assurances contained therein; to act in connection with this application; and to provide such additional information as may be required.

### **3. Sponsor Fund Availability.**

It has sufficient funds available for that portion of the project costs which are not to be paid by the United States. It has sufficient funds available to assure operation and maintenance of items funded under this Grant Agreement which it will own or control.

### **4. Good Title.**

- a. It, a public agency or the Federal government, holds good title, satisfactory to the Secretary, to the landing area of the airport or site thereof, or will give assurance satisfactory to the Secretary that good title will be acquired.
- b. For noise compatibility program projects to be carried out on the property of the sponsor, it holds good title satisfactory to the Secretary to that portion of the property upon which Federal funds will be expended or will give assurance to the Secretary that good title will be obtained.

### **5. Preserving Rights and Powers.**

- a. It will not take or permit any action which would operate to deprive it of any of the rights and powers necessary to perform any or all of the terms, conditions, and assurances in this Grant Agreement without the written approval of the Secretary, and will act promptly to acquire, extinguish or modify any outstanding rights or claims of right of others which would interfere

with such performance by the sponsor. This shall be done in a manner acceptable to the Secretary.

- b. Subject to the FAA Act of 2018, Public Law 115-254, Section 163, it will not sell, lease, encumber, or otherwise transfer or dispose of any part of its title or other interests in the property shown on Exhibit A to this application or, for a noise compatibility program project, that portion of the property upon which Federal funds have been expended, for the duration of the terms, conditions, and assurances in this Grant Agreement without approval by the Secretary. If the transferee is found by the Secretary to be eligible under Title 49, United States Code, to assume the obligations of this Grant Agreement and to have the power, authority, and financial resources to carry out all such obligations, the sponsor shall insert in the contract or document transferring or disposing of the sponsor's interest, and make binding upon the transferee all of the terms, conditions, and assurances contained in this Grant Agreement.
- c. For all noise compatibility program projects which are to be carried out by another unit of local government or are on property owned by a unit of local government other than the sponsor, it will enter into an agreement with that government. Except as otherwise specified by the Secretary, that agreement shall obligate that government to the same terms, conditions, and assurances that would be applicable to it if it applied directly to the FAA for a grant to undertake the noise compatibility program project. That agreement and changes thereto must be satisfactory to the Secretary. It will take steps to enforce this agreement against the local government if there is substantial non-compliance with the terms of the agreement.
- d. For noise compatibility program projects to be carried out on privately owned property, it will enter into an agreement with the owner of that property which includes provisions specified by the Secretary. It will take steps to enforce this agreement against the property owner whenever there is substantial non-compliance with the terms of the agreement.
- e. If the sponsor is a private sponsor, it will take steps satisfactory to the Secretary to ensure that the airport will continue to function as a public-use airport in accordance with these assurances for the duration of these assurances.
- f. If an arrangement is made for management and operation of the airport by any agency or person other than the sponsor or an employee of the sponsor, the sponsor will reserve sufficient rights and authority to ensure that the airport will be operated and maintained in accordance with Title 49, United States Code, the regulations and the terms, conditions and assurances in this Grant Agreement and shall ensure that such arrangement also requires compliance therewith.
- g. Sponsors of commercial service airports will not permit or enter into any arrangement that results in permission for the owner or tenant of a property used as a residence, or zoned for residential use, to taxi an aircraft between that property and any location on airport. Sponsors of general aviation airports entering into any arrangement that results in permission for the owner of residential real property adjacent to or near the airport must comply with the requirements of Sec. 136 of Public Law 112-95 and the sponsor assurances.

#### **6. Consistency with Local Plans.**

The project is reasonably consistent with plans (existing at the time of submission of this application) of public agencies that are authorized by the State in which the project is located to plan for the development of the area surrounding the airport.



**7. Consideration of Local Interest.**

It has given fair consideration to the interest of communities in or near where the project may be located.

**8. Consultation with Users.**

In making a decision to undertake any airport development project under Title 49, United States Code, it has undertaken reasonable consultations with affected parties using the airport at which project is proposed.

**9. Public Hearings.**

In projects involving the location of an airport, an airport runway, or a major runway extension, it has afforded the opportunity for public hearings for the purpose of considering the economic, social, and environmental effects of the airport or runway location and its consistency with goals and objectives of such planning as has been carried out by the community and it shall, when requested by the Secretary, submit a copy of the transcript of such hearings to the Secretary. Further, for such projects, it has on its management board either voting representation from the communities where the project is located or has advised the communities that they have the right to petition the Secretary concerning a proposed project.

**10. Metropolitan Planning Organization.**

In projects involving the location of an airport, an airport runway, or a major runway extension at a medium or large hub airport, the sponsor has made available to and has provided upon request to the metropolitan planning organization in the area in which the airport is located, if any, a copy of the proposed amendment to the airport layout plan to depict the project and a copy of any airport master plan in which the project is described or depicted.

**11. Pavement Preventive Maintenance-Management.**

With respect to a project approved after January 1, 1995, for the replacement or reconstruction of pavement at the airport, it assures or certifies that it has implemented an effective airport pavement maintenance-management program and it assures that it will use such program for the useful life of any pavement constructed, reconstructed or repaired with Federal financial assistance at the airport. It will provide such reports on pavement condition and pavement management programs as the Secretary determines may be useful.

**12. Terminal Development Prerequisites.**

For projects which include terminal development at a public use airport, as defined in Title 49, it has, on the date of submittal of the project grant application, all the safety equipment required for certification of such airport under 49 U.S.C. § 44706, and all the security equipment required by rule or regulation, and has provided for access to the passenger enplaning and deplaning area of such airport to passengers enplaning and deplaning from aircraft other than air carrier aircraft.

**13. Accounting System, Audit, and Record Keeping Requirements.**

- a. It shall keep all project accounts and records which fully disclose the amount and disposition by the recipient of the proceeds of this Grant, the total cost of the project in connection with which this Grant is given or used, and the amount or nature of that portion of the cost of the project supplied by other sources, and such other financial records pertinent to the project. The

accounts and records shall be kept in accordance with an accounting system that will facilitate an effective audit in accordance with the Single Audit Act of 1984.

- b. It shall make available to the Secretary and the Comptroller General of the United States, or any of their duly authorized representatives, for the purpose of audit and examination, any books, documents, papers, and records of the recipient that are pertinent to this Grant. The Secretary may require that an appropriate audit be conducted by a recipient. In any case in which an independent audit is made of the accounts of a sponsor relating to the disposition of the proceeds of a grant or relating to the project in connection with which this Grant was given or used, it shall file a certified copy of such audit with the Comptroller General of the United States not later than six (6) months following the close of the fiscal year for which the audit was made.

#### **14. Minimum Wage Rates.**

It shall include, in all contracts in excess of \$2,000 for work on any projects funded under this Grant Agreement which involve labor, provisions establishing minimum rates of wages, to be predetermined by the Secretary of Labor under 40 U.S.C. §§ 3141-3144, 3146, and 3147, Public Building, Property, and Works), which contractors shall pay to skilled and unskilled labor, and such minimum rates shall be stated in the invitation for bids and shall be included in proposals or bids for the work.

#### **15. Veteran's Preference.**

It shall include in all contracts for work on any project funded under this Grant Agreement which involve labor, such provisions as are necessary to insure that, in the employment of labor (except in executive, administrative, and supervisory positions), preference shall be given to Vietnam era veterans, Persian Gulf veterans, Afghanistan-Iraq war veterans, disabled veterans, and small business concerns owned and controlled by disabled veterans as defined in 49 U.S.C. § 47112. However, this preference shall apply only where the individuals are available and qualified to perform the work to which the employment relates.

#### **16. Conformity to Plans and Specifications.**

It will execute the project subject to plans, specifications, and schedules approved by the Secretary. Such plans, specifications, and schedules shall be submitted to the Secretary prior to commencement of site preparation, construction, or other performance under this Grant Agreement, and, upon approval of the Secretary, shall be incorporated into this Grant Agreement. Any modification to the approved plans, specifications, and schedules shall also be subject to approval of the Secretary, and incorporated into this Grant Agreement.

#### **17. Construction Inspection and Approval.**

It will provide and maintain competent technical supervision at the construction site throughout the project to assure that the work conforms to the plans, specifications, and schedules approved by the Secretary for the project. It shall subject the construction work on any project contained in an approved project application to inspection and approval by the Secretary and such work shall be in accordance with regulations and procedures prescribed by the Secretary. Such regulations and procedures shall require such cost and progress reporting by the sponsor or sponsors of such project as the Secretary shall deem necessary.

## **18. Planning Projects.**

In carrying out planning projects:

- a. It will execute the project in accordance with the approved program narrative contained in the project application or with the modifications similarly approved.
- b. It will furnish the Secretary with such periodic reports as required pertaining to the planning project and planning work activities.
- c. It will include in all published material prepared in connection with the planning project a notice that the material was prepared under a grant provided by the United States.
- d. It will make such material available for examination by the public, and agrees that no material prepared with funds under this project shall be subject to copyright in the United States or any other country.
- e. It will give the Secretary unrestricted authority to publish, disclose, distribute, and otherwise use any of the material prepared in connection with this grant.
- f. It will grant the Secretary the right to disapprove the sponsor's employment of specific consultants and their subcontractors to do all or any part of this project as well as the right to disapprove the proposed scope and cost of professional services.
- g. It will grant the Secretary the right to disapprove the use of the sponsor's employees to do all or any part of the project.
- h. It understands and agrees that the Secretary's approval of this project grant or the Secretary's approval of any planning material developed as part of this grant does not constitute or imply any assurance or commitment on the part of the Secretary to approve any pending or future application for a Federal airport grant.

## **19. Operation and Maintenance.**

- a. The airport and all facilities which are necessary to serve the aeronautical users of the airport, other than facilities owned or controlled by the United States, shall be operated at all times in a safe and serviceable condition and in accordance with the minimum standards as may be required or prescribed by applicable Federal, state, and local agencies for maintenance and operation. It will not cause or permit any activity or action thereon which would interfere with its use for airport purposes. It will suitably operate and maintain the airport and all facilities thereon or connected therewith, with due regard to climatic and flood conditions. Any proposal to temporarily close the airport for non-aeronautical purposes must first be approved by the Secretary. In furtherance of this assurance, the sponsor will have in effect arrangements for:
  1. Operating the airport's aeronautical facilities whenever required;
  2. Promptly marking and lighting hazards resulting from airport conditions, including temporary conditions; and
  3. Promptly notifying pilots of any condition affecting aeronautical use of the airport. Nothing contained herein shall be construed to require that the airport be operated for aeronautical use during temporary periods when snow, flood, or other climatic conditions interfere with such operation and maintenance. Further, nothing herein shall be construed as requiring the maintenance, repair, restoration, or replacement of any structure or

facility which is substantially damaged or destroyed due to an act of God or other condition or circumstance beyond the control of the sponsor.

- b. It will suitably operate and maintain noise compatibility program items that it owns or controls upon which Federal funds have been expended.

#### **20. Hazard Removal and Mitigation.**

It will take appropriate action to assure that such terminal airspace as is required to protect instrument and visual operations to the airport (including established minimum flight altitudes) will be adequately cleared and protected by removing, lowering, relocating, marking, or lighting or otherwise mitigating existing airport hazards and by preventing the establishment or creation of future airport hazards.

#### **21. Compatible Land Use.**

It will take appropriate action, to the extent reasonable, including the adoption of zoning laws, to restrict the use of land adjacent to or in the immediate vicinity of the airport to activities and purposes compatible with normal airport operations, including landing and takeoff of aircraft. In addition, if the project is for noise compatibility program implementation, it will not cause or permit any change in land use, within its jurisdiction, that will reduce its compatibility, with respect to the airport, of the noise compatibility program measures upon which Federal funds have been expended.

#### **22. Economic Nondiscrimination.**

- a. It will make the airport available as an airport for public use on reasonable terms and without unjust discrimination to all types, kinds and classes of aeronautical activities, including commercial aeronautical activities offering services to the public at the airport.
- b. In any agreement, contract, lease, or other arrangement under which a right or privilege at the airport is granted to any person, firm, or corporation to conduct or to engage in any aeronautical activity for furnishing services to the public at the airport, the sponsor will insert and enforce provisions requiring the contractor to:
  - 1. Furnish said services on a reasonable, and not unjustly discriminatory, basis to all users thereof, and
  - 2. Charge reasonable, and not unjustly discriminatory, prices for each unit or service, provided that the contractor may be allowed to make reasonable and nondiscriminatory discounts, rebates, or other similar types of price reductions to volume purchasers.
- c. Each fixed-based operator at the airport shall be subject to the same rates, fees, rentals, and other charges as are uniformly applicable to all other fixed-based operators making the same or similar uses of such airport and utilizing the same or similar facilities.
- d. Each air carrier using such airport shall have the right to service itself or to use any fixed-based operator that is authorized or permitted by the airport to serve any air carrier at such airport.
- e. Each air carrier using such airport (whether as a tenant, non-tenant, or subtenant of another air carrier tenant) shall be subject to such nondiscriminatory and substantially comparable rules, regulations, conditions, rates, fees, rentals, and other charges with respect to facilities directly and substantially related to providing air transportation as are applicable to all such air carriers which make similar use of such airport and utilize similar facilities, subject to reasonable

classifications such as tenants or non-tenants and signatory carriers and non-signatory carriers. Classification or status as tenant or signatory shall not be unreasonably withheld by any airport provided an air carrier assumes obligations substantially similar to those already imposed on air carriers in such classification or status.

- f. It will not exercise or grant any right or privilege which operates to prevent any person, firm, or corporation operating aircraft on the airport from performing any services on its own aircraft with its own employees (including, but not limited to maintenance, repair, and fueling) that it may choose to perform.
- g. In the event the sponsor itself exercises any of the rights and privileges referred to in this assurance, the services involved will be provided on the same conditions as would apply to the furnishing of such services by commercial aeronautical service providers authorized by the sponsor under these provisions.
- h. The sponsor may establish such reasonable, and not unjustly discriminatory, conditions to be met by all users of the airport as may be necessary for the safe and efficient operation of the airport.
- i. The sponsor may prohibit or limit any given type, kind or class of aeronautical use of the airport if such action is necessary for the safe operation of the airport or necessary to serve the civil aviation needs of the public.

### **23. Exclusive Rights.**

It will permit no exclusive right for the use of the airport by any person providing, or intending to provide, aeronautical services to the public. For purposes of this paragraph, the providing of the services at an airport by a single fixed-based operator shall not be construed as an exclusive right if both of the following apply:

- a. It would be unreasonably costly, burdensome, or impractical for more than one fixed-based operator to provide such services, and
- b. If allowing more than one fixed-based operator to provide such services would require the reduction of space leased pursuant to an existing agreement between such single fixed-based operator and such airport. It further agrees that it will not, either directly or indirectly, grant or permit any person, firm, or corporation, the exclusive right at the airport to conduct any aeronautical activities, including, but not limited to charter flights, pilot training, aircraft rental and sightseeing, aerial photography, crop dusting, aerial advertising and surveying, air carrier operations, aircraft sales and services, sale of aviation petroleum products whether or not conducted in conjunction with other aeronautical activity, repair and maintenance of aircraft, sale of aircraft parts, and any other activities which because of their direct relationship to the operation of aircraft can be regarded as an aeronautical activity, and that it will terminate any exclusive right to conduct an aeronautical activity now existing at such an airport before the grant of any assistance under Title 49, United States Code.

### **24. Fee and Rental Structure.**

It will maintain a fee and rental structure for the facilities and services at the airport which will make the airport as self-sustaining as possible under the circumstances existing at the particular airport, taking into account such factors as the volume of traffic and economy of collection. No part of the Federal share of an airport development, airport planning or noise compatibility project for

which a Grant is made under Title 49, United States Code, the Airport and Airway Improvement Act of 1982, the Federal Airport Act or the Airport and Airway Development Act of 1970 shall be included in the rate basis in establishing fees, rates, and charges for users of that airport.

## **25. Airport Revenues.**

- a. All revenues generated by the airport and any local taxes on aviation fuel established after December 30, 1987, will be expended by it for the capital or operating costs of the airport; the local airport system; or other local facilities which are owned or operated by the owner or operator of the airport and which are directly and substantially related to the actual air transportation of passengers or property; or for noise mitigation purposes on or off the airport. The following exceptions apply to this paragraph:
  1. If covenants or assurances in debt obligations issued before September 3, 1982, by the owner or operator of the airport, or provisions enacted before September 3, 1982, in governing statutes controlling the owner or operator's financing, provide for the use of the revenues from any of the airport owner or operator's facilities, including the airport, to support not only the airport but also the airport owner or operator's general debt obligations or other facilities, then this limitation on the use of all revenues generated by the airport (and, in the case of a public airport, local taxes on aviation fuel) shall not apply.
  2. If the Secretary approves the sale of a privately owned airport to a public sponsor and provides funding for any portion of the public sponsor's acquisition of land, this limitation on the use of all revenues generated by the sale shall not apply to certain proceeds from the sale. This is conditioned on repayment to the Secretary by the private owner of an amount equal to the remaining unamortized portion (amortized over a 20-year period) of any airport improvement grant made to the private owner for any purpose other than land acquisition on or after October 1, 1996, plus an amount equal to the federal share of the current fair market value of any land acquired with an airport improvement grant made to that airport on or after October 1, 1996.
  3. Certain revenue derived from or generated by mineral extraction, production, lease, or other means at a general aviation airport (as defined at 49 U.S.C. § 47102), if the FAA determines the airport sponsor meets the requirements set forth in Section 813 of Public Law 112-95.
- b. As part of the annual audit required under the Single Audit Act of 1984, the sponsor will direct that the audit will review, and the resulting audit report will provide an opinion concerning, the use of airport revenue and taxes in paragraph (a), and indicating whether funds paid or transferred to the owner or operator are paid or transferred in a manner consistent with Title 49, United States Code and any other applicable provision of law, including any regulation promulgated by the Secretary or Administrator.
- c. Any civil penalties or other sanctions will be imposed for violation of this assurance in accordance with the provisions of 49 U.S.C. § 47107.

## **26. Reports and Inspections.**

It will:

- a. submit to the Secretary such annual or special financial and operations reports as the Secretary may reasonably request and make such reports available to the public; make available to the

public at reasonable times and places a report of the airport budget in a format prescribed by the Secretary;

- b. for airport development projects, make the airport and all airport records and documents affecting the airport, including deeds, leases, operation and use agreements, regulations and other instruments, available for inspection by any duly authorized agent of the Secretary upon reasonable request;
- c. for noise compatibility program projects, make records and documents relating to the project and continued compliance with the terms, conditions, and assurances of this Grant Agreement including deeds, leases, agreements, regulations, and other instruments, available for inspection by any duly authorized agent of the Secretary upon reasonable request; and
- d. in a format and time prescribed by the Secretary, provide to the Secretary and make available to the public following each of its fiscal years, an annual report listing in detail:
  1. all amounts paid by the airport to any other unit of government and the purposes for which each such payment was made; and
  2. all services and property provided by the airport to other units of government and the amount of compensation received for provision of each such service and property.

**27. Use by Government Aircraft.**

It will make available all of the facilities of the airport developed with Federal financial assistance and all those usable for landing and takeoff of aircraft to the United States for use by Government aircraft in common with other aircraft at all times without charge, except, if the use by Government aircraft is substantial, charge may be made for a reasonable share, proportional to such use, for the cost of operating and maintaining the facilities used. Unless otherwise determined by the Secretary, or otherwise agreed to by the sponsor and the using agency, substantial use of an airport by Government aircraft will be considered to exist when operations of such aircraft are in excess of those which, in the opinion of the Secretary, would unduly interfere with use of the landing areas by other authorized aircraft, or during any calendar month that:

- a. Five (5) or more Government aircraft are regularly based at the airport or on land adjacent thereto; or
- b. The total number of movements (counting each landing as a movement) of Government aircraft is 300 or more, or the gross accumulative weight of Government aircraft using the airport (the total movement of Government aircraft multiplied by gross weights of such aircraft) is in excess of five million pounds.

**28. Land for Federal Facilities.**

It will furnish without cost to the Federal Government for use in connection with any air traffic control or air navigation activities, or weather-reporting and communication activities related to air traffic control, any areas of land or water, or estate therein as the Secretary considers necessary or desirable for construction, operation, and maintenance at Federal expense of space or facilities for such purposes. Such areas or any portion thereof will be made available as provided herein within four months after receipt of a written request from the Secretary.

## **29. Airport Layout Plan.**

- a. Subject to the FAA Reauthorization Act of 2018, Public Law 115-254, Section 163, it will keep up to date at all times an airport layout plan of the airport showing:
  1. boundaries of the airport and all proposed additions thereto, together with the boundaries of all offsite areas owned or controlled by the sponsor for airport purposes and proposed additions thereto;
  2. the location and nature of all existing and proposed airport facilities and structures (such as runways, taxiways, aprons, terminal buildings, hangars and roads), including all proposed extensions and reductions of existing airport facilities;
  3. the location of all existing and proposed non-aviation areas and of all existing improvements thereon; and
  4. all proposed and existing access points used to taxi aircraft across the airport's property boundary.

Such airport layout plans and each amendment, revision, or modification thereof, shall be subject to the approval of the Secretary which approval shall be evidenced by the signature of a duly authorized representative of the Secretary on the face of the airport layout plan. The sponsor will not make or permit any changes or alterations in the airport or any of its facilities which are not in conformity with the airport layout plan as approved by the Secretary and which might, in the opinion of the Secretary, adversely affect the safety, utility or efficiency of the airport.

- b. Subject to the FAA Reauthorization Act of 2018, Public Law 115-254, Section 163, if a change or alteration in the airport or the facilities is made which the Secretary determines adversely affects the safety, utility, or efficiency of any federally owned, leased, or funded property on or off the airport and which is not in conformity with the airport layout plan as approved by the Secretary, the owner or operator will, if requested, by the Secretary:
  1. eliminate such adverse effect in a manner approved by the Secretary; or
  2. bear all costs of relocating such property (or replacement thereof) to a site acceptable to the Secretary and all costs of restoring such property (or replacement thereof) to the level of safety, utility, efficiency, and cost of operation existing before the unapproved change in the airport or its facilities except in the case of a relocation or replacement of an existing airport facility due to a change in the Secretary's design standards beyond the control of the airport sponsor.

## **30. Civil Rights.**

It will promptly take any measures necessary to ensure that no person in the United States shall, on the grounds of race, color, and national origin (including limited English proficiency) in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252, 42 U.S.C. §§ 2000d to 2000d-4); creed and sex (including sexual orientation and gender identity) per 49 U.S.C. § 47123 and related requirements; age per the Age Discrimination Act of 1975 and related requirements; or disability per the Americans with Disabilities Act of 1990 and related requirements, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination in any program and activity conducted with, or benefiting from, funds received from this Grant.



- a. Using the definitions of activity, facility, and program as found and defined in 49 CFR § 21.23(b) and 21.23(e), the sponsor will facilitate all programs, operate all facilities, or conduct all programs in compliance with all non-discrimination requirements imposed by or pursuant to these assurances.
- b. Applicability
  - 1. Programs and Activities. If the sponsor has received a grant (or other federal assistance) for any of the sponsor's program or activities, these requirements extend to all of the sponsor's programs and activities.
  - 2. Facilities. Where it receives a grant or other federal financial assistance to construct, expand, renovate, remodel, alter, or acquire a facility, or part of a facility, the assurance extends to the entire facility and facilities operated in connection therewith.
  - 3. Real Property. Where the sponsor receives a grant or other Federal financial assistance in the form of, or for the acquisition of real property or an interest in real property, the assurance will extend to rights to space on, over, or under such property.
- c. Duration.
 

The sponsor agrees that it is obligated to this assurance for the period during which Federal financial assistance is extended to the program, except where the Federal financial assistance is to provide, or is in the form of, personal property, or real property, or interest therein, or structures or improvements thereon, in which case the assurance obligates the sponsor, or any transferee for the longer of the following periods:

  - 1. So long as the airport is used as an airport, or for another purpose involving the provision of similar services or benefits; or
  - 2. So long as the sponsor retains ownership or possession of the property.
- d. Required Solicitation Language. It will include the following notification in all solicitations for bids, Requests For Proposals for work, or material under this Grant Agreement and in all proposals for agreements, including airport concessions, regardless of funding source:
 

"The (**Crook County**), in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252, 42 U.S.C. §§ 2000d to 2000d-4) and the Regulations, hereby notifies all bidders or offerors that it will affirmatively ensure that for any contract entered into pursuant to this advertisement, [select businesses, or disadvantaged business enterprises or airport concession disadvantaged business enterprises] will be afforded full and fair opportunity to submit bids in response to this invitation and no businesses will be discriminated against on the grounds of race, color, national origin (including limited English proficiency), creed, sex (including sexual orientation and gender identity), age, or disability in consideration for an award."
- e. Required Contract Provisions.
  - 1. It will insert the non-discrimination contract clauses requiring compliance with the acts and regulations relative to non-discrimination in Federally-assisted programs of the Department of Transportation (DOT), and incorporating the acts and regulations into the contracts by reference in every contract or agreement subject to the non-discrimination in Federally-assisted programs of the DOT acts and regulations.

2. It will include a list of the pertinent non-discrimination authorities in every contract that is subject to the non-discrimination acts and regulations.
3. It will insert non-discrimination contract clauses as a covenant running with the land, in any deed from the United States effecting or recording a transfer of real property, structures, use, or improvements thereon or interest therein to a sponsor.
4. It will insert non-discrimination contract clauses prohibiting discrimination on the basis of race, color, national origin (including limited English proficiency), creed, sex (including sexual orientation and gender identity), age, or disability as a covenant running with the land, in any future deeds, leases, license, permits, or similar instruments entered into by the sponsor with other parties:
  - a. For the subsequent transfer of real property acquired or improved under the applicable activity, project, or program; and
  - b. For the construction or use of, or access to, space on, over, or under real property acquired or improved under the applicable activity, project, or program.
- f. It will provide for such methods of administration for the program as are found by the Secretary to give reasonable guarantee that it, other recipients, sub-recipients, sub-grantees, contractors, subcontractors, consultants, transferees, successors in interest, and other participants of Federal financial assistance under such program will comply with all requirements imposed or pursuant to the acts, the regulations, and this assurance.
- g. It agrees that the United States has a right to seek judicial enforcement with regard to any matter arising under the acts, the regulations, and this assurance.

### **31. Disposal of Land.**

- a. For land purchased under a grant for airport noise compatibility purposes, including land serving as a noise buffer, it will dispose of the land, when the land is no longer needed for such purposes, at fair market value, at the earliest practicable time. That portion of the proceeds of such disposition which is proportionate to the United States' share of acquisition of such land will be, at the discretion of the Secretary, (1) reinvested in another project at the airport, or (2) transferred to another eligible airport as prescribed by the Secretary. The Secretary shall give preference to the following, in descending order:
  1. Reinvestment in an approved noise compatibility project;
  2. Reinvestment in an approved project that is eligible for grant funding under 49 U.S.C. § 47117(e);
  3. Reinvestment in an approved airport development project that is eligible for grant funding under 49 U.S.C. §§ 47114, 47115, or 47117;
  4. Transfer to an eligible sponsor of another public airport to be reinvested in an approved noise compatibility project at that airport; or
  5. Payment to the Secretary for deposit in the Airport and Airway Trust Fund.

If land acquired under a grant for noise compatibility purposes is leased at fair market value and consistent with noise buffering purposes, the lease will not be considered a disposal of the land. Revenues derived from such a lease may be used for an approved airport development

project that would otherwise be eligible for grant funding or any permitted use of airport revenue.

- b. For land purchased under a grant for airport development purposes (other than noise compatibility), it will, when the land is no longer needed for airport purposes, dispose of such land at fair market value or make available to the Secretary an amount equal to the United States' proportionate share of the fair market value of the land. That portion of the proceeds of such disposition which is proportionate to the United States' share of the cost of acquisition of such land will, upon application to the Secretary, be reinvested or transferred to another eligible airport as prescribed by the Secretary. The Secretary shall give preference to the following, in descending order:
  1. Reinvestment in an approved noise compatibility project;
  2. Reinvestment in an approved project that is eligible for grant funding under 49 U.S.C. § 47117(e);
  3. Reinvestment in an approved airport development project that is eligible for grant funding under 49 U.S.C. §§ 47114, 47115, or 47117;
  4. Transfer to an eligible sponsor of another public airport to be reinvested in an approved noise compatibility project at that airport; or
  5. Payment to the Secretary for deposit in the Airport and Airway Trust Fund.
- c. Land shall be considered to be needed for airport purposes under this assurance if (1) it may be needed for aeronautical purposes (including runway protection zones) or serve as noise buffer land, and (2) the revenue from interim uses of such land contributes to the financial self-sufficiency of the airport. Further, land purchased with a grant received by an airport operator or owner before December 31, 1987, will be considered to be needed for airport purposes if the Secretary or Federal agency making such grant before December 31, 1987, was notified by the operator or owner of the uses of such land, did not object to such use, and the land continues to be used for that purpose, such use having commenced no later than December 15, 1989.
- d. Disposition of such land under (a), (b), or (c) will be subject to the retention or reservation of any interest or right therein necessary to ensure that such land will only be used for purposes which are compatible with noise levels associated with operation of the airport.

### **32. Engineering and Design Services.**

If any phase of such project has received Federal funds under Chapter 471 subchapter 1 of Title 49 U.S.C., it will award each contract, or sub-contract for program management, construction management, planning studies, feasibility studies, architectural services, preliminary engineering, design, engineering, surveying, mapping or related services in the same manner as a contract for architectural and engineering services is negotiated under Chapter 11 of Title 40 U.S.C., or an equivalent qualifications-based requirement prescribed for or by the sponsor of the airport.

### **33. Foreign Market Restrictions.**

It will not allow funds provided under this Grant to be used to fund any project which uses any product or service of a foreign country during the period in which such foreign country is listed by

the United States Trade Representative as denying fair and equitable market opportunities for products and suppliers of the United States in procurement and construction.

**34. Policies, Standards, and Specifications.**

It will carry out any project funded under an Airport Improvement Program Grant in accordance with policies, standards, and specifications approved by the Secretary including, but not limited to, current FAA Advisory Circulars ([https://www.faa.gov/sites/faa.gov/files/aip-pfc-checklist\\_0.pdf](https://www.faa.gov/sites/faa.gov/files/aip-pfc-checklist_0.pdf)) for AIP projects as of 02/22/2024 .

**35. Relocation and Real Property Acquisition.**

- a. It will be guided in acquiring real property, to the greatest extent practicable under State law, by the land acquisition policies in Subpart B of 49 CFR Part 24 and will pay or reimburse property owners for necessary expenses as specified in Subpart B.
- b. It will provide a relocation assistance program offering the services described in Subpart C of 49 CFR Part 24 and fair and reasonable relocation payments and assistance to displaced persons as required in Subpart D and E of 49 CFR Part 24.
- c. It will make available within a reasonable period of time prior to displacement, comparable replacement dwellings to displaced persons in accordance with Subpart E of 49 CFR Part 24.

**36. Access By Intercity Buses.**

The airport owner or operator will permit, to the maximum extent practicable, intercity buses or other modes of transportation to have access to the airport; however, it has no obligation to fund special facilities for intercity buses or for other modes of transportation.

**37. Disadvantaged Business Enterprises.**

The sponsor shall not discriminate on the basis of race, color, national origin, or sex, in the award and performance of any DOT-assisted contract covered by 49 CFR Part 26, or in the award and performance of any concession activity contract covered by 49 CFR Part 23. In addition, the sponsor shall not discriminate on the basis of race, color, national origin or sex in the administration of its Disadvantaged Business Enterprise (DBE) and Airport Concessions Disadvantaged Business Enterprise (ACDBE) programs or the requirements of 49 CFR Parts 23 and 26. The sponsor shall take all necessary and reasonable steps under 49 CFR Parts 23 and 26 to ensure nondiscrimination in the award and administration of DOT-assisted contracts, and/or concession contracts. The sponsor's DBE and ACDBE programs, as required by 49 CFR Parts 26 and 23, and as approved by DOT, are incorporated by reference in this agreement. Implementation of these programs is a legal obligation and failure to carry out its terms shall be treated as a violation of this agreement. Upon notification to the sponsor of its failure to carry out its approved program, the Department may impose sanctions as provided for under Parts 26 and 23 and may, in appropriate cases, refer the matter for enforcement under 18 U.S.C. § 1001 and/or the Program Fraud Civil Remedies Act of 1986 (31 U.S.C. §§ 3801-3809, 3812).

**38. Hangar Construction.**

If the airport owner or operator and a person who owns an aircraft agree that a hangar is to be constructed at the airport for the aircraft at the aircraft owner's expense, the airport owner or operator will grant to the aircraft owner for the hangar a long term lease that is subject to such terms and conditions on the hangar as the airport owner or operator may impose.

### **39. Competitive Access.**

- a. If the airport owner or operator of a medium or large hub airport (as defined in 49 U.S.C. § 47102) has been unable to accommodate one or more requests by an air carrier for access to gates or other facilities at that airport in order to allow the air carrier to provide service to the airport or to expand service at the airport, the airport owner or operator shall transmit a report to the Secretary that:
  1. Describes the requests;
  2. Provides an explanation as to why the requests could not be accommodated; and
  3. Provides a time frame within which, if any, the airport will be able to accommodate the requests.
- b. Such report shall be due on either February 1 or August 1 of each year if the airport has been unable to accommodate the request(s) in the six month period prior to the applicable due date.



**FAA  
Airports**

## **Current FAA Advisory Circulars Required for Use in AIP Funded, BIL Funded, and PFC Approved Projects**

Updated: 11/17/2022

View current and previous versions of these ACs and any associated changes at:

[http://www.faa.gov/airports/resources/advisory\\_circulars](http://www.faa.gov/airports/resources/advisory_circulars) and  
[http://www.faa.gov/regulations\\_policies/advisory\\_circulars/](http://www.faa.gov/regulations_policies/advisory_circulars/).<sup>1</sup>

<b>NUMBER</b>	<b>TITLE</b>
70/7460-1M	Obstruction Marking and Lighting
150/5000-9B	Guidelines for the Sound Insulation of Residences Exposed to Aircraft Operations
150/5000-17	Critical Aircraft and Regular Use Determination
150/5020-1	Noise Control and Compatibility Planning for Airports
150/5070-6B, Changes 1 - 2	Airport Master Plans
150/5070-7 Change 1	The Airport System Planning Process
150/5100-13C	Development of State Aviation Standards for Airport Pavement Construction
150/5200-28G	Notices to Airmen (NOTAMs) for Airport Operators
150/5200-30D, Changes 1 - 2	Airport Field Condition Assessments and Winter Operations Safety
150/5200-31C, Changes 1 - 2	Airport Emergency Plan
150/5200-33C	Hazardous Wildlife Attractants on or near Airports

<sup>1</sup> All grant recipients are responsible for reviewing errata sheets and addendums pertaining to these Advisory Circulars.

<b>NUMBER</b>	<b>TITLE</b>
150/5200-34A	Construction or Establishment of Landfills Near Public Airports
150/5200-38	Protocol for the Conduct and Review of Wildlife Hazard Site Visits, Wildlife Hazard Assessments, and Wildlife Hazard Management Plans
150/5210-5D	Painting, Marking, and Lighting of Vehicles Used on an Airport
150/5210-7D	Aircraft Rescue and Fire Fighting Communications
150/5210-13C	Airport Water Rescue Plans and Equipment
150/5210-14B	Aircraft Rescue Fire Fighting Equipment, Tools and Clothing
150/5210-15A	Aircraft Rescue and Firefighting Station Building Design
150/5210-18A	Systems for Interactive Training of Airport Personnel
150/5210-19A	Driver's Enhanced Vision System (DEVs)
150/5220-10E	Guide Specification for Aircraft Rescue and Fire Fighting (ARFF) Vehicles
150/5220-16E, Change 1	Automated Weather Observing Systems (AWOS) for Non-Federal Applications
150/5220-17B	Aircraft Rescue and Fire Fighting (ARFF) Training Facilities
150/5220-18A	Buildings for Storage and Maintenance of Airport Snow and Ice Control Equipment and Materials
150/5220-20A	Airport Snow and Ice Control Equipment
150/5220-21C	Aircraft Boarding Equipment
150/5220-22B	Engineered Materials Arresting Systems (EMAS) for Aircraft Overruns
150/5220-23A	Frangible Connections
150/5220-24	Airport Foreign Object Debris (FOD) Detection Equipment
150/5220-25	Airport Avian Radar Systems
150/5220-26, Changes 1 - 2	Airport Ground Vehicle Automatic Dependent Surveillance - Broadcast (ADS-B) Out Squitter Equipment
150/5230-4C	Aircraft Fuel Storage, Handling, Training, and Dispensing on Airports
150/5300-13B	Airport Design
150/5300-14D	Design of Aircraft Deicing Facilities
150/5300-15A	Use of Value Engineering for Engineering and Design of Airport Grant Projects



<b>NUMBER</b>	<b>TITLE</b>
150/5300-16B	General Guidance and Specifications for Aeronautical Surveys: Establishment of Geodetic Control and Submission to the National Geodetic Survey
150/5300-17C, Change 1	Standards for Using Remote Sensing Technologies in Airport Surveys
150/5300-18B, Change 1	General Guidance and Specifications for Submission of Aeronautical Surveys to NGS: Field Data Collection and Geographic Information System (GIS) Standards
150/5300-19	Airport Data and Information Program
150/5320-5D	Airport Drainage Design
150/5320-6G	Airport Pavement Design and Evaluation
150/5320-12C, Changes 1 - 8	Measurement, Construction, and Maintenance of Skid Resistant Airport Pavement Surfaces
150/5320-15A	Management of Airport Industrial Waste
150/5320-17A	Airfield Pavement Surface Evaluation and Rating Manuals
150/5325-4B	Runway Length Requirements for Airport Design
150/5335-5D	Standardized Method of Reporting Airport Pavement Strength - PCR
150/5340-1M, Change 1	Standards for Airport Markings
150/5340-5D	Segmented Circle Airport Marker System
150/5340-18G, Change 1	Standards for Airport Sign Systems
150/5340-26C	Maintenance of Airport Visual Aid Facilities
150/5340-30J	Design and Installation Details for Airport Visual Aids
150/5345-3G	Specification for L-821, Panels for the Control of Airport Lighting
150/5345-5B	Specifications for Airport Lighting Circuit Selector Switch
150/5345-7F	Specification for L-824 Underground Electrical Cable for Airport Lighting Circuits
150/5345-10H	Specification for Constant Current Regulators and Regulator Monitors
150/5345-12F	Specification for Airport and Heliport Beacons

<b>NUMBER</b>	<b>TITLE</b>
150/5345-13B	Specification for L-841 Auxiliary Relay Cabinet Assembly for Pilot Control of Airport Lighting Circuits
150/5345-26E	FAA Specification For L-823 Plug and Receptacle, Cable Connectors
150/5345-27F	FAA Specification for Wind Cone Assemblies
150/5345-28H	Precision Approach Path Indicator (PAPI) Systems
150/5345-39E	Specification for L-853, Runway and Taxiway Retroreflective Markers
150/5345-42J	Specification for Airport Light Bases, Transformer Housings, Junction Boxes, and Accessories
150/5345-43J	Specification for Obstruction Lighting Equipment
150/5345-44K	Specification for Runway and Taxiway Signs
150/5345-45C	Low-Impact Resistant (LIR) Structures
150/5345-46E	Specification for Runway and Taxiway Light Fixtures
150/5345-47C	Specification for Series to Series Isolation Transformers for Airport Lighting Systems
150/5345-49D	Specification L-854, Radio Control Equipment
150/5345-50B	Specification for Portable Runway and Taxiway Lights
150/5345-51B	Specification for Discharge-Type Flashing Light Equipment
150/5345-52A	Generic Visual Glideslope Indicators (GVGI)
150/5345-53D	Airport Lighting Equipment Certification Program
150/5345-54B	Specification for L-884, Power and Control Unit for Land and Hold Short Lighting Systems
150/5345-55A	Specification for L-893, Lighted Visual Aid to Indicate Temporary Runway Closure
150/5345-56B	Specification for L-890 Airport Lighting Control and Monitoring System (ALCMS)
150/5360-12F	Airport Signing and Graphics
150/5360-13A	Airport Terminal Planning
150/5360-14A	Access to Airports By Individuals With Disabilities
150/5370-2G	Operational Safety on Airports During Construction

<b>NUMBER</b>	<b>TITLE</b>
150/5370-10H	Standard Specifications for Construction of Airports
150/5370-11B	Use of Nondestructive Testing in the Evaluation of Airport Pavements
150/5370-13A	Off-Peak Construction of Airport Pavements Using Hot-Mix Asphalt
150/5370-15B	Airside Applications for Artificial Turf
150/5370-16	Rapid Construction of Rigid (Portland Cement Concrete) Airfield Pavements
150/5370-17	Airside Use of Heated Pavement Systems
150/5380-6C	Guidelines and Procedures for Maintenance of Airport Pavements
150/5380-7B	Airport Pavement Management Program
150/5380-9	Guidelines and Procedures for Measuring Airfield Pavement Roughness
150/5390-2C	Heliport Design
150/5395-1B	Seaplane Bases

**THE FOLLOWING ADDITIONAL ADVISORY CIRCULARS APPLY TO AIP AND BIL PROJECTS ONLY**

<b>NUMBER</b>	<b>TITLE</b>
150/5100-14E, Change 1	Architectural, Engineering, and Planning Consultant Services for Airport Grant Projects
150/5100-17, Changes 1 - 7	Land Acquisition and Relocation Assistance for Airport Improvement Program Assisted Projects
150/5100-21	State Block Grant Program
150/5370-12B	Quality Management for Federally Funded Airport Construction Projects



U.S. Department  
of Transportation  
**Federal Aviation  
Administration**

## **FAA Form 5100-129, Construction Project Final Acceptance – Airport Improvement Program Sponsor Certification**

### **Paperwork Reduction Act Burden Statement**

A federal agency may not conduct or sponsor, and a person is not required to respond to, nor shall a person be subject to a penalty for failure to comply with a collection of information subject to the requirements of the Paperwork Reduction Act unless that collection of information displays a currently valid OMB Control Number. The OMB Control Number for this information collection is 2120-0569. Public reporting for this collection of information is estimated to be approximately 8 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, completing and reviewing the collection of information. All responses to this collection of information are required under 49 U.S.C. Section 47105 to retain a benefit and to meet the reporting requirements of 2 CFR 200. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden to: Information Collection Clearance Officer, Federal Aviation Administration, 10101 Hillwood Parkway, Fort Worth, TX 76177-1524.

---

## Construction Project Final Acceptance Airport Improvement Program Sponsor Certification

---

Sponsor: Crook County

Airport: Prineville-Crook County Airport (S39)

Project Number: 3-41-0051-022-2024

Description of Work: Runway 15-33 Reconstruction and Associated Improvements: Phase II  
(Construction & SDC)

### Application

49 USC § 47105(d), authorizes the Secretary to require me certification from the sponsor that it will comply with the statutory and administrative requirements in carrying out a project under the Airport Improvement Program. General standards for final acceptance and close out of federally funded construction projects are in 2 CFR § 200.343 – Closeout and supplemented by FAA Order 5100.38. The sponsor must determine that project costs are accurate and proper in accordance with specific requirements of the grant agreement and contract documents.

### Certification Statements

Except for certification statements below marked not applicable (N/A), this list includes major requirements of the construction project. Selecting “Yes” represents sponsor acknowledgment and confirmation of the certification statement. The term “will” means Sponsor action taken at appropriate time based on the certification statement focus area, but no later than the end of the project period of performance. This list is not comprehensive and does not relieve the sponsor from fully complying with all applicable statutory and administrative standards. The source of the requirement is referenced within parenthesis.

1. The personnel engaged in project administration, engineering supervision, project inspection, and acceptance testing were or will be determined to be qualified and competent to perform the work (Grant Assurance).  
 Yes    No    N/A
2. Construction records, including daily logs, were or will be kept by the resident engineer/construction inspector that fully document contractor's performance in complying with:
  - a. Technical standards (Advisory Circular (AC) 150/5370-12);
  - b. Contract requirements (2 CFR part 200 and FAA Order 5100.38); and
  - c. Construction safety and phasing plan measures (AC 150/5370-2). Yes    No    N/A
3. All acceptance tests specified in the project specifications were or will be performed and documented. (AC 150/5370-12).  
 Yes    No    N/A

4. Sponsor has taken or will take appropriate corrective action for any test result outside of allowable tolerances (AC 150/5370-12).
- Yes  No  N/A
5. Pay reduction factors required by the specifications were applied or will be applied in computing final payments with a summary made available to the FAA (AC 150/5370-10).
- Yes  No  N/A
6. Sponsor has notified, or will promptly notify the Federal Aviation Administration (FAA) of the following occurrences:
- a. Violations of any federal requirements set forth or included by reference in the contract documents (2 CFR part 200);
- b. Disputes or complaints concerning federal labor standards (29 CFR part 5); and
- c. Violations of or complaints addressing conformance with Equal Employment Opportunity or Disadvantaged Business Enterprise requirements (41 CFR Chapter 60 and 49 CFR part 26).
- Yes  No  N/A
7. Weekly payroll records and statements of compliance were or will be submitted by the prime contractor and reviewed by the sponsor for conformance with federal labor and civil rights requirements as required by FAA and U.S. Department of Labor (29 CFR Part 5).
- Yes  No  N/A
8. Payments to the contractor were or will be made in conformance with federal requirements and contract provisions using sponsor internal controls that include:
- a. Retaining source documentation of payments and verifying contractor billing statements against actual performance (2 CFR § 200.302 and FAA Order 5100.38);
- b. Prompt payment of subcontractors for satisfactory performance of work (49 CFR § 26.29);
- c. Release of applicable retainage upon satisfactory performance of work (49 CFR § 26.29); and
- d. Verification that payments to DBEs represent work the DBE performed by carrying out a commercially useful function (49 CFR §26.55).
- Yes  No  N/A
9. A final project inspection was or will be conducted with representatives of the sponsor and the contractor present that ensure:
- a. Physical completion of project work in conformance with approved plans and specifications (Order 5100.38);
- b. Necessary actions to correct punch list items identified during final inspection are complete (Order 5100.38); and
- c. Preparation of a record of final inspection and distribution to parties to the contract (Order 5100.38);
- Yes  No  N/A
10. The project was or will be accomplished without material deviations, changes, or modifications from approved plans and specifications, except as approved by the FAA (Order 5100.38).
- Yes  No  N/A

11. The construction of all buildings have complied or will comply with the seismic construction requirements of 49 CFR § 41.120.

Yes  No  N/A

12. For development projects, sponsor has taken or will take the following close-out actions:

- a. Submit to the FAA a final test and quality assurance report summarizing acceptance test results, as applicable (Grant Condition);
- b. Complete all environmental requirements as established within the project environmental determination (Order 5100.38); and
- c. Prepare and retain as-built plans (Order 5100.38).

Yes  No  N/A

13. Sponsor has revised or will revise their airport layout plan (ALP) that reflects improvements made and has submitted or will submit an updated ALP to the FAA no later than 90 days from the period of performance end date. (49 USC § 47107 and Order 5100.38).

Yes  No  N/A

Attach documentation clarifying any above item marked with "No" response.

**Sponsor's Certification**

I certify, for the project identified herein, responses to the forgoing items are accurate as marked and additional documentation for any item marked "no" is correct and complete.

Executed on this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.

Name of Sponsor: Crook County

Name of Sponsor's Authorized Official: Brian Barney

Title of Sponsor's Authorized Official: Commissioner

**Signature** of Sponsor's Authorized Official: \_\_\_\_\_

I declare under penalty of perjury that the foregoing is true and correct. I understand that knowingly and willfully providing false information to the federal government is a violation of 18 USC § 1001 (False Statements) and could subject me to fines, imprisonment, or both.





U.S. Department  
of Transportation  
**Federal Aviation  
Administration**

## **FAA Form 5100-130, Drug-Free Workplace – Airport Improvement Program Sponsor Certification**

### **Paperwork Reduction Act Burden Statement**

A federal agency may not conduct or sponsor, and a person is not required to respond to, nor shall a person be subject to a penalty for failure to comply with a collection of information subject to the requirements of the Paperwork Reduction Act unless that collection of information displays a currently valid OMB Control Number. The OMB Control Number for this information collection is 2120-0569. Public reporting for this collection of information is estimated to be approximately 8 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, completing and reviewing the collection of information. All responses to this collection of information are required under 49 U.S.C. Section 47105 to retain a benefit and to meet the reporting requirements of 2 CFR 200. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden to: **Information Collection Clearance Officer, Federal Aviation Administration, 10101 Hillwood Parkway, Fort Worth, TX 76177-1524.**

---

## Drug-Free Workplace Airport Improvement Program Sponsor Certification

---

Sponsor: Crook County

Airport: Prineville-Crook County Airport (S39)

Project Number: 3-41-0051-022-2024

Description of Work: Runway 15-33 Reconstruction and Associated Improvements: Phase II (Construction & SDC)

### Application

49 USC § 47105(d) authorizes the Secretary to require certification from the sponsor that it will comply with the statutory and administrative requirements in carrying out a project under the Airport Improvement Program (AIP). General requirements on the drug-free workplace within federal grant programs are described in 2 CFR part 182. Sponsors are required to certify they will be, or will continue to provide, a drug-free workplace in accordance with the regulation. The AIP project grant agreement contains specific assurances on the Drug-Free Workplace Act of 1988.

### Certification Statements

Except for certification statements below marked as not applicable (N/A), this list includes major requirements of the construction project. Selecting "Yes" represents sponsor acknowledgement and confirmation of the certification statement. The term "will" means Sponsor action taken at appropriate time based on the certification statement focus area, but no later than the end of the project period of performance. This list is not comprehensive and does not relieve the sponsor from fully complying with all applicable statutory and administrative standards. The source of the requirement is referenced within parenthesis.

1. A statement has been or will be published prior to commencement of project notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the sponsor's workplace, and specifying the actions to be taken against employees for violation of such prohibition (2 CFR § 182.205).

Yes    No    N/A

2. An ongoing drug-free awareness program (2 CFR § 182.215) has been or will be established prior to commencement of project to inform employees about:

- a. The dangers of drug abuse in the workplace;
- b. The sponsor's policy of maintaining a drug-free workplace;
- c. Any available drug counseling, rehabilitation, and employee assistance programs; and
- d. The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace.

Yes    No    N/A

3. Each employee to be engaged in the performance of the work has been or will be given a copy of the statement required within item 1 above prior to commencement of project (2 CFR § 182.210).

Yes  No  N/A

4. Employees have been or will be notified in the statement required by item 1 above that, as a condition employment under the grant (2 CFR § 182.205(c)), the employee will:

- a. Abide by the terms of the statement; and
- b. Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five calendar days after such conviction.

Yes  No  N/A

5. The Federal Aviation Administration (FAA) will be notified in writing within 10 calendar days after receiving notice under item 4b above from an employee or otherwise receiving actual notice of such conviction (2 CFR § 182.225). Employers of convicted employees must provide notice, including position title of the employee, to the FAA (2 CFR § 182.300).

Yes  No  N/A

6. One of the following actions (2 CFR § 182.225(b)) will be taken within 30 calendar days of receiving a notice under item 4b above with respect to any employee who is so convicted:

- a. Take appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; and
- b. Require such employee to participate satisfactorily in drug abuse assistance or rehabilitation programs approved for such purposes by a federal, state, or local health, law enforcement, or other appropriate agency.

Yes  No  N/A

7. A good faith effort will be made, on a continuous basis, to maintain a drug-free workplace through implementation of items 1 through 6 above (2 CFR § 182.200).

Yes  No  N/A

**Site(s) of performance of work (2 CFR § 182.230):**

**Location 1**

Name of Location: Prineville-Crook County Airport (S39)

Address: 4585 SW Airport Road, Prineville, OR 97754

**Location 2 (if applicable)**

Name of Location:

Address:

**Location 3 (if applicable)**

Name of Location:

Address:

Attach documentation clarifying any above item marked with a "No" response.

**Sponsor's Certification**

I certify, for the project identified herein, responses to the forgoing items are accurate as marked and additional documentation for any item marked "no" is correct and complete.

Executed on this            day of            ,            .

Name of Sponsor: Crook County

Name of Sponsor's Authorized Official: Brian Barney

Title of Sponsor's Authorized Official: Commissioner

**Signature** of Sponsor's Authorized Official: \_\_\_\_\_

I declare under penalty of perjury that the foregoing is true and correct. I understand that knowingly and willfully providing false information to the federal government is a violation of 18 USC § 1001 (False Statements) and could subject me to fines, imprisonment, or both.



U.S. Department  
of Transportation  
**Federal Aviation  
Administration**

## **FAA Form 5100-131, Equipment and Construction Contracts – Airport Improvement Sponsor Certification**

### **Paperwork Reduction Act Burden Statement**

A federal agency may not conduct or sponsor, and a person is not required to respond to, nor shall a person be subject to a penalty for failure to comply with a collection of information subject to the requirements of the Paperwork Reduction Act unless that collection of information displays a currently valid OMB Control Number. The OMB Control Number for this information collection is 2120-0569. Public reporting for this collection of information is estimated to be approximately 8 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, completing and reviewing the collection of information. All responses to this collection of information are required under 49 U.S.C. Section 47105 to retain a benefit and to meet the reporting requirements of 2 CFR 200. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden to: Information Collection Clearance Officer, Federal Aviation Administration, 10101 Hillwood Parkway, Fort Worth, TX 76177-1524.

---

## Equipment and Construction Contracts Airport Improvement Sponsor Certification

---

Sponsor: Crook County

Airport: Prineville-Crook County Airport (S39)

Project Number: 3-41-0051-022-2024

Description of Work: Runway 15-33 Reconstruction and Associated Improvements: Phase II (Construction & SDC)

### Application

49 USC § 47105(d) authorizes the Secretary to require certification from the sponsor that it will comply with the statutory and administrative requirements in carrying out a project under the Airport Improvement Program (AIP). General procurement standards for equipment and construction contracts within Federal grant programs are described in 2 CFR §§ 200.317-200.326. Labor and Civil Rights Standards applicable to the AIP are established by the Department of Labor ([www.dol.gov](http://www.dol.gov)) AIP Grant Assurance C.1—General Federal Requirements identifies all applicable Federal Laws, regulations, executive orders, policies, guidelines and requirements for assistance under the AIP. Sponsors may use state and local procedures provided the procurement conforms to these federal standards.

This certification applies to all equipment and construction projects. Equipment projects may or may not employ laborers and mechanics that qualify the project as a “covered contract” under requirements established by the Department of Labor requirements. Sponsor shall provide appropriate responses to the certification statements that reflect the character of the project regardless of whether the contract is for a construction project or an equipment project.

### Certification Statements

Except for certification statements below marked as not applicable (N/A), this list includes major requirements of the construction project. Selecting “Yes” represents sponsor acknowledgement and confirmation of the certification statement. The term “will” means Sponsor action taken at appropriate time based on the certification statement focus area, but no later than the end of the project period of performance. This list is not comprehensive and does not relieve the sponsor from fully complying with all applicable statutory and administrative standards. The source of the requirement is referenced within parenthesis.

1. A written code or standard of conduct is or will be in effect prior to commencement of the project that governs the performance of the sponsor’s officers, employees, or agents in soliciting, awarding and administering procurement contracts (2 CFR § 200.318).

Yes    No    N/A

2. For all contracts, qualified and competent personnel are or will be engaged to perform contract administration, engineering supervision, construction inspection, and testing (Grant Assurance C.17).
- Yes  No  N/A
3. Sponsors that are required to have a Disadvantage Business Enterprise (DBE) program on file with the FAA have included or will include clauses required by Title VI of the Civil Rights Act and 49 CFR Part 26 for Disadvantaged Business Enterprises in all contracts and subcontracts.
- Yes  No  N/A
4. Sponsors required to have a DBE program on file with the FAA have implemented or will implement monitoring and enforcement measures that:
- a. Ensure work committed to Disadvantaged Business Enterprises at contract award is actually performed by the named DBEs (49 CFR § 26.37(b));
  - b. Include written certification that the sponsor has reviewed contract records and has monitored work sites for performance by DBE firms (49 CFR § 26.37(b)); and
  - c. Provides for a running tally of payments made to DBE firms and a means for comparing actual attainments (i.e. payments) to original commitments (49 CFR § 26.37(c)).
- Yes  No  N/A
5. Sponsor procurement actions using the competitive sealed bid method (2 CFR § 200.320(c)). was or will be:
- a. Publicly advertised, allowing a sufficient response time to solicit an adequate number of interested contractors or vendors;
  - b. Prepared to include a complete, adequate and realistic specification that defines the items or services in sufficient detail to allow prospective bidders to respond;
  - c. Publicly opened at a time and place prescribed in the invitation for bids; and
  - d. Prepared in a manner that result in a firm fixed price contract award to the lowest responsive and responsible bidder.
- Yes  No  N/A
6. For projects the Sponsor proposes to use the competitive proposal procurement method (2 CFR § 200.320(d)), Sponsor has requested or will request FAA approval prior to proceeding with a competitive proposal procurement by submitting to the FAA the following:
- a. Written justification that supports use of competitive proposal method in lieu of the preferred sealed bid procurement method;
  - b. Plan for publicizing and soliciting an adequate number of qualified sources; and
  - c. Listing of evaluation factors along with relative importance of the factors.
- Yes  No  N/A
7. For construction and equipment installation projects, the bid solicitation includes or will include the current federal wage rate schedule(s) for the appropriate type of work classifications (2 CFR Part 200, Appendix II).
- Yes  No  N/A



8. Concurrence was or will be obtained from the Federal Aviation Administration (FAA) prior to contract award under any of the following circumstances (Order 5100.38D):

- a. Only one qualified person/firm submits a responsive bid;
- b. Award is to be made to other than the lowest responsible bidder; and
- c. Life cycle costing is a factor in selecting the lowest responsive bidder.

Yes  No  N/A

9. All construction and equipment installation contracts contain or will contain provisions for:

- a. Access to Records (§ 200.336)
- b. Buy American Preferences (Title 49 U.S.C. § 50101)
- c. Civil Rights - General Provisions and Title VI Assurances( 41 CFR part 60)
- d. Federal Fair Labor Standards (29 U.S.C. § 201, et seq)
- e. Occupational Safety and Health Act requirements (20 CFR part 1920)
- f. Seismic Safety – building construction (49 CFR part 41)
- g. State Energy Conservation Requirements - as applicable(2 CFR part 200, Appendix II)
- h. U.S. Trade Restriction (49 CFR part 30)
- i. Veterans Preference (49 USC § 47112(c))

Yes  No  N/A

10. All construction and equipment installation contracts exceeding \$2,000 contain or will contain the provisions established by:

- a. Davis-Bacon and Related Acts (29 CFR part 5)
- b. Copeland "Anti-Kickback" Act (29 CFR parts 3 and 5)

Yes  No  N/A

11. All construction and equipment installation contracts exceeding \$3,000 contain or will contain a contract provision that discourages distracted driving (E.O. 13513).

Yes  No  N/A

12. All contracts exceeding \$10,000 contain or will contain the following provisions as applicable:

- a. Construction and equipment installation projects - Applicable clauses from 41 CFR Part 60 for compliance with Executive Orders 11246 and 11375 on Equal Employment Opportunity;
- b. Construction and equipment installation - Contract Clause prohibiting segregated facilities in accordance with 41 CFR part 60-1.8;
- c. Requirement to maximize use of products containing recovered materials in accordance with 2 CFR § 200.322 and 40 CFR part 247; and
- d. Provisions that address termination for cause and termination for convenience (2 CFR Part 200, Appendix II).

Yes  No  N/A

13. All contracts and subcontracts exceeding \$25,000: Measures are in place or will be in place (e.g. checking the System for Award Management) that ensure contracts and subcontracts are not awarded to individuals or firms suspended, debarred, or excluded from participating in federally assisted projects (2 CFR parts 180 and 1200).

Yes  No  N/A

14. Contracts exceeding the simplified acquisition threshold (currently \$250,000) include or will include provisions, as applicable, that address the following:

- a. Construction and equipment installation contracts - a bid guarantee of 5%, a performance bond of 100%, and a payment bond of 100% (2 CFR § 200.325);
- b. Construction and equipment installation contracts - requirements of the Contract Work Hours and Safety Standards Act (40 USC 3701-3708, Sections 103 and 107);
- c. Restrictions on Lobbying and Influencing (2 CFR part 200, Appendix II);
- d. Conditions specifying administrative, contractual and legal remedies for instances where contractor or vendor violate or breach the terms and conditions of the contract (2 CFR §200, Appendix II); and
- e. All Contracts - Applicable standards and requirements issued under Section 306 of the Clean Air Act (42 USC 7401-7671q), Section 508 of the Clean Water Act (33 USC 1251-1387, and Executive Order 11738.

Yes  No  N/A

Attach documentation clarifying any above item marked with "No" response.

**Sponsor's Certification**

I certify, for the project identified herein, responses to the forgoing items are accurate as marked and additional documentation for any item marked "no" is correct and complete.

Executed on this            day of            ,            .

Name of Sponsor: Crook County

Name of Sponsor's Authorized Official: Brian Barney

Title of Sponsor's Authorized Official: Commissioner

**Signature** of Sponsor's Authorized Official: \_\_\_\_\_

I declare under penalty of perjury that the foregoing is true and correct. I understand that knowingly and willfully providing false information to the federal government is a violation of 18 USC § 1001 (False Statements) and could subject me to fines, imprisonment, or both.



U.S. Department  
of Transportation  
**Federal Aviation  
Administration**

## **FAA Form 5100-132, Project Plans and Specifications – Airport Improvement Program Sponsor Certification**

### **Paperwork Reduction Act Statement**

A federal agency may not conduct or sponsor, and a person is not required to respond to, nor shall a person be subject to a penalty for failure to comply with a collection of information subject to the requirements of the Paperwork Reduction Act unless that collection of information displays a currently valid OMB Control Number. The OMB Control Number for this information collection is 2120-0569. Public reporting for this collection of information is estimated to be approximately 8 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, completing and reviewing the collection of information. All responses to this collection of information are required under 49 U.S.C. Section 47105 to retain a benefit and to meet the reporting requirements of 2 CFR 200. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden to: **Information Collection Clearance Officer, Federal Aviation Administration, 10101 Hillwood Parkway, Fort Worth, TX 76177-1524.**

---

## Project Plans and Specifications

### Airport Improvement Program Sponsor Certification

---

Sponsor: Crook County

Airport: Prineville-Crook County Airport (S39)

Project Number: 3-41-0051-022-2024

Description of Work: Runway 15-33 Reconstruction and Associated Improvements: Phase II (Construction & SDC)

#### Application

49 USC § 47105(d) authorizes the Secretary to require certification from the sponsor that it will comply with the statutory and administrative requirements in carrying out a project under the Airport Improvement Program (AIP). Labor and civil rights standards applicable to AIP are established by the Department of Labor ([www.dol.gov/](http://www.dol.gov/)). AIP Grant Assurance C.1—General Federal Requirements identifies applicable federal laws, regulations, executive orders, policies, guidelines and requirements for assistance under AIP. A list of current advisory circulars with specific standards for procurement, design or construction of airports, and installation of equipment and facilities is referenced in standard airport sponsor Grant Assurance 34 contained in the grant agreement.

#### Certification Statements

Except for certification statements below marked as not applicable (N/A), this list includes major requirements of the construction project. Selecting “Yes” represents sponsor acknowledgement and confirmation of the certification statement. The term “will” means Sponsor action taken at appropriate time based on the certification statement focus area, but no later than the end of the project period of performance. This list is not comprehensive and does not relieve the sponsor from fully complying with all applicable statutory and administrative standards. The source of the requirement is referenced within parenthesis.

1. The plans and specifications were or will be prepared in accordance with applicable federal standards and requirements, so that no deviation or modification to standards set forth in the advisory circulars, or FAA-accepted state standard, is necessary other than those explicitly approved by the Federal Aviation Administration (FAA) (14 USC § 47105).

Yes    No    N/A

2. Specifications incorporate or will incorporate a clear and accurate description of the technical requirement for the material or product that does not contain limiting or proprietary features that unduly restrict competition (2 CFR §200.319).

Yes    No    N/A

3. The development that is included or will be included in the plans is depicted on the current airport layout plan as approved by the FAA (14 USC § 47107).  
 Yes  No  N/A
4. Development and features that are ineligible or unallowable for AIP funding have been or will be omitted from the plans and specifications (FAA Order 5100.38, par. 3-43).  
 Yes  No  N/A
5. The specification does not use or will not use "brand name" or equal to convey requirements unless sponsor requests and receives approval from the FAA to use brand name (FAA Order 5100.38, Table U-5).  
 Yes  No  N/A
6. The specification does not impose or will not impose geographical preference in their procurement requirements (2 CFR §200.319(b) and FAA Order 5100.38, Table U-5).  
 Yes  No  N/A
7. The use of prequalified lists of individuals, firms or products include or will include sufficient qualified sources that ensure open and free competition and that does not preclude potential entities from qualifying during the solicitation period (2 CFR §319(d)).  
 Yes  No  N/A
8. Solicitations with bid alternates include or will include explicit information that establish a basis for award of contract that is free of arbitrary decisions by the sponsor (2 CFR § 200.319(a)(7)).  
 Yes  No  N/A
9. Concurrence was or will be obtained from the FAA if Sponsor incorporates a value engineering clause into the contract (FAA Order 5100.38, par. 3-57).  
 Yes  No  N/A
10. The plans and specifications incorporate or will incorporate applicable requirements and recommendations set forth in the federally approved environmental finding (49 USC §47106(c)).  
 Yes  No  N/A
11. The design of all buildings comply or will comply with the seismic design requirements of 49 CFR § 41.120. (FAA Order 5100.38d, par. 3-92)  
 Yes  No  N/A
12. The project specification include or will include process control and acceptance tests required for the project by as per the applicable standard:
- a. Construction and installation as contained in Advisory Circular (AC) 150/5370-10.  
 Yes  No  N/A

b. Snow Removal Equipment as contained in AC 150/5220-20.

Yes  No  N/A

c. Aircraft Rescue and Fire Fighting (ARFF) vehicles as contained in AC 150/5220-10.

Yes  No  N/A

13. For construction activities within or near aircraft operational areas(AOA):

a. The Sponsor has or will prepare a construction safety and phasing plan (CSPP) conforming to Advisory Circular 150/5370-2.

b. Compliance with CSPP safety provisions has been or will be incorporated into the plans and specifications as a contractor requirement.

c. Sponsor will not initiate work until receiving FAA's concurrence with the CSPP (FAA Order 5100.38, Par. 5-29).

Yes  No  N/A

14. The project was or will be physically completed without federal participation in costs due to errors and omissions in the plans and specifications that were foreseeable at the time of project design (49 USC §47110(b)(1) and FAA Order 5100.38d, par. 3-100).

Yes  No  N/A

Attach documentation clarifying any above item marked with "No" response.

**Sponsor's Certification**

I certify, for the project identified herein, responses to the forgoing items are accurate as marked and additional documentation for any item marked "no" is correct and complete.

Executed on this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.

Name of Sponsor: Crook County

Name of Sponsor's Authorized Official: Brian Barney

Title of Sponsor's Authorized Official: Commissioner

**Signature** of Sponsor's Authorized Official: \_\_\_\_\_

I declare under penalty of perjury that the foregoing is true and correct. I understand that knowingly and willfully providing false information to the federal government is a violation of 18 USC § 1001 (False Statements) and could subject me to fines, imprisonment, or both.



U.S. Department  
of Transportation  
**Federal Aviation  
Administration**

## **FAA Form 5100-134, Selection of Consultants – Airport Improvement Program Sponsor Certification**

### **Paperwork Reduction Act Statement**

A federal agency may not conduct or sponsor, and a person is not required to respond to, nor shall a person be subject to a penalty for failure to comply with a collection of information subject to the requirements of the Paperwork Reduction Act unless that collection of information displays a currently valid OMB Control Number. The OMB Control Number for this information collection is 2120-0569. Public reporting for this collection of information is estimated to be approximately 8 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, completing and reviewing the collection of information. All responses to this collection of information are required under 49 U.S.C. Section 47105 to retain a benefit and to meet the reporting requirements of 2 CFR 200. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden to: **Information Collection Clearance Officer, Federal Aviation Administration, 10101 Hillwood Parkway, Fort Worth, TX 76177-1524.**



---

## Selection of Consultants

### Airport Improvement Program Sponsor Certification

---

Sponsor: Crook County

Airport: Prineville-Crook County Airport (S39)

Project Number: 3-41-0051-022-2024

Description of Work: Runway 15-33 Reconstruction and Associated Improvements: Phase II (Construction & SDC)

#### Application

49 USC § 47105(d) authorizes the Secretary to require certification from the sponsor that it will comply with the statutory and administrative requirements in carrying out a project under the Airport Improvement Program (AIP). General requirements for selection of consultant services within federal grant programs are described in 2 CFR §§ 200.317-200.326. Sponsors may use other qualifications-based procedures provided they are equivalent to standards of Title 40 chapter 11 and FAA Advisory Circular 150/5100-14, Architectural, Engineering, and Planning Consultant Services for Airport Grant Projects.

#### Certification Statements

Except for certification statements below marked as not applicable (N/A), this list includes major requirements of the construction project. Selecting "Yes" represents sponsor acknowledgement and confirmation of the certification statement. The term "will" means Sponsor action taken at appropriate time based on the certification statement focus area, but no later than the end of the project period of performance. This list is not comprehensive and does not relieve the sponsor from fully complying with all applicable statutory and administrative standards. The source of the requirement is referenced within parenthesis.

1. Sponsor acknowledges their responsibility for the settlement of all contractual and administrative issues arising out of their procurement actions (2 CFR § 200.318(k)).  
 Yes    No    N/A
  
2. Sponsor procurement actions ensure or will ensure full and open competition that does not unduly limit competition (2 CFR § 200.319).  
 Yes    No    N/A
  
3. Sponsor has excluded or will exclude any entity that develops or drafts specifications, requirements, or statements of work associated with the development of a request-for-qualifications (RFQ) from competing for the advertised services (2 CFR § 200.319).  
 Yes    No    N/A

4. The advertisement describes or will describe specific project statements-of-work that provide clear detail of required services without unduly restricting competition (2 CFR § 200.319).
- Yes    No    N/A
5. Sponsor has publicized or will publicize a RFQ that:
- a. Solicits an adequate number of qualified sources (2 CFR § 200.320(d)); and
- b. Identifies all evaluation criteria and relative importance (2 CFR § 200.320(d)).
- Yes    No    N/A
6. Sponsor has based or will base selection on qualifications, experience, and disadvantaged business enterprise participation with price not being a selection factor (2 CFR § 200.320(d)).
- Yes    No    N/A
7. Sponsor has verified or will verify that agreements exceeding \$25,000 are not awarded to individuals or firms suspended, debarred or otherwise excluded from participating in federally assisted projects (2 CFR §180.300).
- Yes    No    N/A
8. A/E services covering multiple projects: Sponsor has agreed to or will agree to:
- a. Refrain from initiating work covered by this procurement beyond five years from the date of selection (AC 150/5100-14); and
- b. Retain the right to conduct new procurement actions for projects identified or not identified in the RFQ (AC 150/5100-14).
- Yes    No    N/A
9. Sponsor has negotiated or will negotiate a fair and reasonable fee with the firm they select as most qualified for the services identified in the RFQ (2 CFR § 200.323).
- Yes    No    N/A
10. The Sponsor's contract identifies or will identify costs associated with ineligible work separately from costs associated with eligible work (2 CFR § 200.302).
- Yes    No    N/A
11. Sponsor has prepared or will prepare a record of negotiations detailing the history of the procurement action, rationale for contract type and basis for contract fees (2 CFR §200.318(i)).
- Yes    No    N/A
12. Sponsor has incorporated or will incorporate mandatory contract provisions in the consultant contract for AIP-assisted work (49 U.S.C. Chapter 471 and 2 CFR part 200 Appendix II)
- Yes    No    N/A

13. For contracts that apply a time-and-material payment provision (also known as hourly rates, specific rates of compensation, and labor rates), the Sponsor has established or will establish:

- a. Justification that there is no other suitable contract method for the services (2 CFR §200.318(j));
- b. A ceiling price that the consultant exceeds at their risk (2 CFR §200.318(j)); and
- c. A high degree of oversight that assures consultant is performing work in an efficient manner with effective cost controls in place 2 CFR §200.318(j)).

Yes    No    N/A

14. Sponsor is not using or will not use the prohibited cost-plus-percentage-of-cost (CPPC) contract method. (2 CFR § 200.323(d)).

Yes    No    N/A

Attach documentation clarifying any above item marked with "no" response.

### **Sponsor's Certification**

I certify, for the project identified herein, responses to the forgoing items are accurate as marked and additional documentation for any item marked "no" is correct and complete.

I declare under penalty of perjury that the foregoing is true and correct. I understand that knowingly and willfully providing false information to the federal government is a violation of 18 USC § 1001 (False Statements) and could subject me to fines, imprisonment, or both.

Executed on this            day of            ,            .

Name of Sponsor: Crook County

Name of Sponsor's Authorized Official: Brian Barney

Title of Sponsor's Authorized Official: Commissioner

**Signature** of Sponsor's Authorized Official: \_\_\_\_\_

I declare under penalty of perjury that the foregoing is true and correct. I understand that knowingly and willfully providing false information to the federal government is a violation of 18 USC § 1001 (False Statements) and could subject me to fines, imprisonment, or both.



U.S. Department  
of Transportation  
**Federal Aviation  
Administration**

## **FAA Form 5100-135, Certification and Disclosure Regarding Potential Conflicts of Interest – Airport Improvement Program Sponsor Certification**

### **Paperwork Reduction Act Statement**

A federal agency may not conduct or sponsor, and a person is not required to respond to, nor shall a person be subject to a penalty for failure to comply with a collection of information subject to the requirements of the Paperwork Reduction Act unless that collection of information displays a currently valid OMB Control Number. The OMB Control Number for this information collection is 2120-0569. Public reporting for this collection of information is estimated to be approximately 8 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, completing and reviewing the collection of information. All responses to this collection of information are required under 49 U.S.C. Section 47105 to retain a benefit and to meet the reporting requirements of 2 CFR 200. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden to: **Information Collection Clearance Officer, Federal Aviation Administration, 10101 Hillwood Parkway, Fort Worth, TX 76177-1524.**

---

## Certification and Disclosure Regarding Potential Conflicts of Interest Airport Improvement Program Sponsor Certification

---

Sponsor: Crook County

Airport: Prineville-Crook County Airport (S39)

Project Number: 3-41-0051-022-2024

Description of Work: Runway 15-33 Reconstruction and Associated Improvements: Phase II (Construction & SDC)

### Application

Title 2 CFR § 200.112 and § 1201.112 address Federal Aviation Administration (FAA) requirements for conflict of interest. As a condition of eligibility under the Airport Improvement Program (AIP), sponsors must comply with FAA policy on conflict of interest. Such a conflict would arise when any of the following have a financial or other interest in the firm selected for award:

- a) The employee, officer or agent,
- b) Any member of his immediate family,
- c) His or her partner, or
- d) An organization which employs, or is about to employ, any of the above.

Selecting "Yes" represents sponsor or sub-recipient acknowledgement and confirmation of the certification statement. Selecting "No" represents sponsor or sub-recipient disclosure that it cannot fully comply with the certification statement. If "No" is selected, provide support information explaining the negative response as an attachment to this form. This includes whether the sponsor has established standards for financial interest that are not substantial or unsolicited gifts are of nominal value (2 CFR § 200.318(c)). The term "will" means Sponsor action taken at appropriate time based on the certification statement focus area, but no later than the end of the project period of performance.

### Certification Statements

1. The sponsor or sub-recipient maintains a written standards of conduct governing conflict of interest and the performance of their employees engaged in the award and administration of contracts (2 CFR § 200.318(c)). To the extent permitted by state or local law or regulations, such standards of conduct provide for penalties, sanctions, or other disciplinary actions for violations of such standards by the sponsor's and sub-recipient's officers, employees, or agents, or by contractors or their agents.

Yes    No

2. The sponsor's or sub-recipient's officers, employees or agents have not and will not solicit or accept gratuities, favors or anything of monetary value from contractors, potential contractors, or parties to sub-agreements (2 CFR § 200.318(c)).

Yes  No

3. The sponsor or sub-recipient certifies that is has disclosed and will disclose to the FAA any known potential conflict of interest (2 CFR § 1200.112).

Yes  No

Attach documentation clarifying any above item marked with "no" response.

### **Sponsor's Certification**

I certify, for the project identified herein, responses to the forgoing items are accurate as marked and have the explanation for any item marked "no" is correct and complete.

Executed on this            day of            ,            .

Name of Sponsor: Crook County

Name of Sponsor's Authorized Official: Brian Barney

Title of Sponsor's Authorized Official: Commissioner

**Signature** of Sponsor's Authorized Official: \_\_\_\_\_

I declare under penalty of perjury that the foregoing is true and correct. I understand that knowingly and willfully providing false information to the federal government is a violation of 18 USC § 1001 (False Statements) and could subject me to fines, imprisonment, or both.

## AGENDA ITEM REQUEST



**Date:**

**Meeting date desired:**

**Subject:**

**Background and policy implications:**

**Budget/fiscal impacts:**

**Requested by:**

**Presenters:**

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

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

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

**IN THE MATTER OF THE  
APPOINTMENTS TO THE  
ABATEMENT OF DANGEROUS  
BUILDING APPEALS BOARD**

**ORDER 2024-34**

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

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

**NOW, THEREFORE**, it is hereby **ORDERED** that the Crook County Board of Commissioners makes the following appointments to the Abatement of Dangerous Building Appeals Board:

<b>Board</b>	<b>Appointee</b>	<b>Term</b>	<b>Oath required</b>
Abatement of Dangerous Building Appeals Board Position: Pro Tem	Jared Cooper	3 Year Term Expiring: 12/31/2027	Yes
Abatement of Dangerous Building Appeals Board Position: Pro Tem	Trenton Evans	3 Year Term Expiring: 12/31/2027	Yes

DATED this 5<sup>th</sup> day of June 2024.

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

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

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



## AGENDA ITEM REQUEST



**Date:**

*May 28, 2024*

**Meeting date desired:**

*June 5, 2024*

**Subject:**

*Hangar Lease and Option to Purchase Agreements*

**Background and policy implications:**

*James Petersen has been leasing space for his airplane hangar at the Airport since 1994. That lease expired at the end of May. The leasehold's location is vital to the long-term plans for the Airport. The parties have negotiated a new 5-year hangar lease that will be in effect concurrently with the County's option to purchase the hangar.*

**Budget/fiscal impacts:**

*The option payment is \$2,000 per year over five years and the purchase price is \$125,000, to be adjusted annually to account for inflation. The lease is a five-year lease with \$2,491 annual rent. The County's option payment offsets Petersen's lease payment.*

**Requested by:**

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

**Presenters:**

*Commissioner Barney  
John Eisler*

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

*Legal drafted*

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

*N/A*

**PRINEVILLE/CROOK COUNTY AIRPORT S39  
NON-COMMERCIAL GROUND LEASE AND USE AGREEMENT**

This Prineville/Crook County Airport S39 Ground Lease and Use Agreement (“Agreement” or “Lease”) is made and entered into this 5th day of June, 2024 and effective June 1, 2024 (the “Commencement Date”), by and between Crook County, a political subdivision of the State of Oregon (“County,” or “Lessor”) and James Petersen (“Lessee” or “Petersen”). County and Lessee may hereinafter be referred to as the “Parties” or individually as a “Party.”

NOW, THEREFORE, for and in consideration of the mutual covenants, promises, and obligations contained herein, the parties agree as follows:

County hereby leases to Lessee the Leased Premises described herein further below and at Exhibit A, located at: **4629 Airport Road, Prineville, Oregon 97754.**

To have and to hold the Leased Premises pursuant to the rights and obligations described herein, and as more particularly described below, for a Term beginning at the Commencement Date and continuing for a period of: **FIVE YEARS.**

Subject to the termination and renewal rights described below.

This Lease is subject to the County’s Airport Rules and Regulations and Lease Policy (available online from the Airport’s website or from the Airport Manager) as they may be enacted or amended from time to time, as if fully attached and incorporated herein. With the exception of the hangar sale provisions in section 9 and rent adjustment in section 4.C below, in the event of a conflict between this Agreement and the Lease Policy, the Lease Policy shall control.

**1. NOTICES**

The Parties are required to update the information in this section. Notices required pursuant to the provisions of this Lease shall be conclusively determined to have been delivered (i) when hand-delivered to the other Party at such addresses listed below, or at such other addresses as the receiving Party may designate by proper notice to the sending Party, or (ii) three days after being deposited in the United States Mail, postage prepaid, addressed as follows:

To County:  
Crook County Finance Dept.  
Attn: Finance Director  
300 NE Third St.  
Prineville, OR 97754

To Lessee:  
James Petersen  
3555 NE Quail Valley Lane  
Prineville, OR 97754

With a copy to:  
Crook County Counsel  
300 NE 3<sup>rd</sup> Street  
Prineville, OR 97754

## **2. PREMISES.**

### **A. Leased Premises.**

County hereby leases to Lessee, pursuant to the rents, conditions, and terms herein, and solely for the purpose of approved non-commercial aeronautical activities, 3,050 square feet of ground space (the "Leased Premises") at the Airport in Crook County, Oregon, identified and generally described on Exhibit A, attached and incorporated herein.

### **B. Condition of Leased Premises.**

Lessee warrants and represents that Lessee has carefully and completely examined and inspected the Leased Premises, and Lessee fully understands its responsibilities and obligations with respect to the Leased Premises and this Agreement. Lessee accepts the Leased Premises in an "AS IS", "WHERE IS" condition without representation or warranties from County as to the condition, suitability, environmental condition, or sufficiency of the Leased Premises for engaging in the non-commercial aeronautical activity described or contemplated by this Agreement. Lessee, at its sole cost and expense, agrees that it shall be fully responsible for the remediation of any violation of any applicable federal, state, or local environmental regulations or standards on the Leased Premises.

## **3. LEASE TERM.**

### **A. Initial Term.**

Starting on the Commencement Date, the Leased Premises will be leased for a term of FIVE years (the "Initial Term"), unless earlier terminated pursuant to the terms of this Lease.

### **B. Extended Term.**

If Lessee is not in default under the Lease, and County has not exercised its Option to purchase Lessee's improvements by the end of the Initial Term for any reason other than Petersen's breach under that Option Agreement, Lessee has the option to extend the term for two additional period(s) of 10 years or one additional period of 20 years (the "Extended Term") by providing written notice thereof to County not more than 30 days or less than 15 days before the expiration of the Initial Term or not more than 180 days or less than 90 days before the expiration of the first Extended Term (for purposes of this Agreement, both the Initial Term and the Extended Term(s) may hereafter be referred to simply as the "Term").

### **C. Holdover.**

There shall be no holdover period. Should Lessee remain in possession after the expiration of the Term, Lessee will be considered a tenant at sufferance, which County may consider as triggering the termination, remedy, and surrender provisions of sections 10 – 12 below at any time without notice and Lessee will be liable for any and all damages resulting from such unauthorized holdover, including but not limited to any and all damages that County is required to pay a new tenant for failing to timely deliver any portion of the Leased Premises or the Improvements.

## **4. RENT.**

### **A. Initial Rent.**

Lessee shall pay Initial Rent of \$0.00 plus Rent, as defined in paragraph B, below, prorated for the current year ending December 31. Initial Rent and Rent for the first year is due and payable upon the signing of this Lease, subject to any credits due Lessee pursuant to the Option Agreement.

## **B. Rent for Term.**

Subject to paragraph C below, Lessee shall pay annual Rent at the rate of \$0.31 per square foot for the Leased Premises and Impact Area space—a sum area of 8,036 square feet—for a total of \$2,491.16 per year of this lease term. The Impact Area is measured from the boundary line of the Leased Premises to the midpoint of the centerline of the taxiway and the length of all setbacks. The Impact Area around the Leased Premises is 4,986 square feet. Rent for each subsequent year of the Term is due each December 31 and is subject to any credits due to Lessee pursuant to the Parties' Option Agreement. Any payments not received by December 31st will trigger the default provisions of 10.B.i below. All payments shall be made to the County. County hereby reserves the right to institute additional rent, in its sole discretion calculated to cover documented common-area maintenance expenses and applicable to all Airport tenants.

## **C. Adjustment of Rent.**

Rent will be adjusted annually effective on January 1<sup>st</sup> (the "Adjustment Date"). The County will deliver notice to Lessee of the amount of the adjustment and the new Rent not less than 30 days before Rent is due each year, calculated pursuant to the provisions below. In no event will annual adjustment operate to decrease Rent.

- **Annual Adjustment:** For the duration of the Term, before each annual due date for Rent except for those years subject to an Appraisal Adjustment, the County will adjust the rent in the same percentage as the increase, if any, in the Consumer Price Index (the "Index") published by the United States Department of Labor, Bureau of Labor Statistics. The increase will be computed by comparing the schedule entitled "U.S. City Average, All Items, All Urban Consumers, 1982–84=100" for the month of October in the year of the Commencement Date or the prior year's Rent, as applicable, and October's figures for the current year of the Adjustment Date. All comparisons will be made using Index figures derived from the same base period. If the Index cited above is revised or discontinued during the Term, then the Index that is designated to replace it by BOMA Oregon will be used.
- **Appraisal Adjustment:** At five-year intervals, the next coming in 2025, the County will procure an Appraisal Report, consistent with Title XI of the Financial Institutions Reform, Recover, and Enforcement Act of 1989 (FIRREA) and the Uniform Standards of Professional Appraisal Practice (USPAP) to ascertain Fair Market Rent for all leased space at the Airport, which will form the basis for the adjustment of Rent in that fiscal year.

## **5. TAXES AND ASSESSMENTS.**

Lessee agrees to timely pay any and all federal, state, or local taxes or assessments which may lawfully be levied against Lessee due to Lessee's use or occupancy of the Leased Premises or any improvements or property placed on the premises by Lessee as a result of its occupancy.

## **6. INSURANCE.**

Lessee shall be responsible for any and all property damage insurance for Lessee's hangar, aircraft, and other property on the Leased Premises. Additionally, Lessee, at its sole cost and expense, shall procure and maintain at all times, in full force and effect during the Term of the Lease, a policy or policies of insurance, naming Crook County and the City of Prineville as additional insureds and covering all risks arising directly or indirectly out of Lessee's activities at the Leased Premises, including but not limited to (1) coverage for hangar premises liability of others; (2) aircraft liability; and (3) if Lessee or any occupant of the Leased Premises has property of others, including aircraft, in their care, custody, or control then they shall maintain hangar

keeper's liability coverage with limits adequate to cover the potential damage. The limits for all such policies shall exceed the minimum of the current statutory limits of liability for the County under the Oregon Tort Claims Act, which as of June 2024 are \$1,000,000 per occurrence and \$2,000,000 in the aggregate. 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 upon execution of a Lease and each time Rent is due. 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, Lessee shall provide written notice to the County within two calendar days after Lessee becomes aware that its coverage has been cancelled or has been materially changed. Regardless of what circumstances caused Lessee's insurance coverage to cease or be modified, it is Lessee's responsibility to notify the County.

#### **7. RELEASE AND INDEMNIFICATION.**

Lessee assumes all liability and responsibility for property loss, property damage, and/or personal injury of any kind, including death, to any and all persons, of any kind or character, whether real or asserted, arising out of or in connection with its use of the Airport under the Lease or with the leasing, maintenance, use, occupancy, existence, or location of the Leased Premises, except to the extent caused by the gross negligence or willful misconduct of the County or Airport Manager, its officers, agents, servants, or employees.

Lessee covenants and agrees to, and does to the extent allowed by law, without waiving any defenses provided by law, hereby indemnify, hold harmless, and defend the County, City of Prineville and Airport Manager, their officers, agents, servants, and employees from and against any and all claims or lawsuits for either property damage or loss and/or personal injury, including death, to any and all persons, of any kind or character, whether real or asserted, arising out of or in connection with Lessee's use of the Airport under the Lease or with the use, leasing, maintenance, occupancy, existence, or location of the Leased Premises, except to the extent caused by the gross negligence or willful misconduct of the County or Manager, its officers, agents, servants, or employees.

Lessee assumes all responsibility and agrees to pay County, City of Prineville, and Airport Manager for any and all injuries or damages to the County's property which arise out of or in connection with any and all acts or omissions of Lessee, its officers, agents, employees, contractors, subcontractors, licensees or invitees, except to the extent caused by the gross negligence or willful misconduct of County, City of Prineville, and Airport Manager, their officers, agents, servants, or employees.

County, City of Prineville and Airport Manager do not guarantee police protection to Lessee, sublessees, or their property. The County is obligated only to provide security adequate to maintain the County's certification under FAA regulations. Lessee shall comply with all applicable regulations of the FAA relating to airport security. Lessee shall pay all fines imposed by the FAA on the County, Airport Manager or Lessee resulting from Lessee's or any sublessees' failure to comply with such FAA regulations or to prevent unauthorized persons or parties from their obtaining access to the air operations area of the Airport from the Leased Premises.

#### **8. COMPLIANCE WITH ALL LAWS.**

Lessee hereby agrees to comply with all local, state, and federal laws, ordinances, rules and regulations as they may exist or be enacted in the future. Moreover, Lessee makes the following covenants. Page 171

### **A. Non-Discrimination.**

The Lessee and all heirs, successors, and assigns, as a part of the consideration hereof, does hereby covenant and agree, as a covenant running with the land, that in the event facilities are constructed, maintained, or otherwise operated on the said property described in this Lease for a purpose for which a DOT program or activity is extended or for another purpose involving the provision of similar services or benefits, the Lessee shall maintain and operate such facilities and services in compliance with all other requirements imposed pursuant to 49 CFR Part 21, Nondiscrimination in Federally Assisted Programs of the Department of Transportation, and as said Regulations may be amended.

The Lessee and all heirs, successors, and assigns, as a part of the consideration hereof, does hereby covenant and agree, as a covenant running with the land, that:

- (1) no person on the grounds of race, color, or national origin shall be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of said facilities;
- (2) that in the construction of any improvements on, over, or under such land and the furnishing of services thereon, no person on the grounds of race, color, or national origin shall be excluded from participation in, denied the benefits of, or otherwise be subjected to discrimination; and
- (3) that the Lessee shall use the premises in compliance with all other requirements imposed by or pursuant to 49 CFR Part 21, Nondiscrimination in Federally Assisted Programs of the Department of Transportation, and as said Regulations may be amended.

If Lessee provides any services at the Airport in relation to this Lease, Lessee hereby covenants that it will furnish said services on a reasonable basis to all users thereof, charge reasonable prices for each unit or service, and not unjustly discriminate in any manner thereof.

### **9. SALE OF THE HANGAR AND IMPROVEMENTS.**

Pursuant to the Parties' Option Agreement, Lessee may only sell the Improvements to County during the Initial Term. If at any time during the Extended Term, Lessee intends to sell the Improvements on the Leased Premises, any proposed sale to a third party requires the prior written consent of County. With said consent, County will provide either an assignment of this Lease to the new purchaser or terminate this Lease and offer the new purchaser a new lease with the same Term ending date as this Lease.

### **10. TERMINATION AND DEFAULT.**

#### **A. Termination**

This Lease shall terminate automatically at the expiration of the Term.

#### **B. Default.**

The occurrence of any one or more of the following constitutes an event of Default under this Lease:

- i. If Lessee fails to pay any rent, fees, or other charges due under this Lease, County shall deliver to Lessee a written invoice and notice to pay the invoice within ten calendar days. If Lessee fails to pay the balance outstanding within such time, County shall have the right to terminate this Lease immediately;

- ii. Failure by Lessee to complete construction of the Project within the time allotted in the Lease Policy;
- iii. Failure by Lessee to pay any taxes or assessments when due;
- iv. Failure by Lessee to obtain and maintain any insurance or provide evidence of insurance as required by the terms of this Lease and such failure continues and is not remedied within 10 days after notice thereof is given to Lessee;
- v. Failure by Lessee, whether by action or inaction, to comply with any term or condition or fulfill any obligation under this Lease (other than i and iv, above) and such failure continues and is not remedied within 30 days after written notice thereof is given to Lessee; provided, however, that if the failure is of such a nature that it cannot be cured within said 30-day period, then this provision is satisfied if Lessee begins the cure within the 30-day period and thereafter proceeds with reasonable diligence and in good faith to effect the cure within 90 days after County's notice is given to Lessee;
- vi. Lessee becomes insolvent; Lessee makes an assignment for the benefit of creditors other than a Leasehold Mortgagee as defined in the Lease Policy; Lessee files a voluntary petition in bankruptcy; Lessee is adjudged bankrupt or a receiver is appointed for Lessee's properties; the filing of an involuntary bankruptcy petition and Lessee's failure to secure a dismissal of the petition within 75 days after filing; or the attachment of or the levying of execution on the leasehold interest and Lessee's failure to secure discharge of the attachment or release of the levy of execution within 30 days; or
- vii. Lessee is in default after the lapse of any applicable notice and cure period under any mortgage, deed of trust, or contract of sale secured by the improvements on the Leased Premises.

## **11. REMEDIES.**

### **A. Remedies.**

Upon the occurrence of an event of Default, County may exercise any one or more of the remedies set forth in this section or any other remedy available under applicable law or contained in this Lease:

- i. County may terminate this Lease by written notice to Lessee;
- ii. County or County's agent or employee may immediately or at any time thereafter, without terminating the Lease, reenter the Leased Premises and the Improvements either by summary eviction proceedings or by any suitable action or proceeding at law, or by force or otherwise, without being liable to indictment, prosecution, or damages, and may repossess the same, and may remove any person from the Leased Premises and the Improvements, to the end that County may have, hold, and enjoy the Leased Premises and the Improvements. RE-ENTRY OR TAKING POSSESSION OF THE LEASED PREMISES OR THE IMPROVEMENTS BY COUNTY WILL NOT BE CONSTRUED AS AN ELECTION ON ITS PART TO TERMINATE THIS LEASE UNLESS A WRITTEN NOTICE OF SUCH INTENTION IS GIVEN TO LESSEE.
- iii. Whether or not County retakes possession of or relets the Leased Premises and the improvements, County has the right to recover its damages, including without limitation all lost rentals, all legal expenses, all costs incurred by County in restoring the Leased Premises or otherwise preparing the Leased Premises and the improvements for reletting, and all costs incurred by County in reletting the Leased Premises and the improvements.

- iv. To the extent permitted under Oregon law, County may sue periodically for damages as they accrue without barring a later action for further damages. County may in one action recover accrued damages plus damages attributable to the remaining Term equal to the difference between the Rent reserved in this Lease for the balance of the Term after the time of award and the fair rental value of the Leased Premises and the improvements for the same period, discounted at the time of award at a reasonable rate not to exceed 10 percent per annum. If County relets the Leased Premises and the improvements for the period that otherwise would have constituted all or part of the unexpired portion of the Term, the amount of rent reserved on the reletting will be deemed to be the fair and reasonable rental value for the part or the whole of the Premises and the Improvements so relet during the term of the reletting.

**B. County's Self-Help Right.**

If Lessee at any time (a) fails to pay any tax or assessment in accordance with the provisions of this Lease, (b) fails to make any other payment required under this Lease, or (c) fails to perform any other obligation on its part to be made or performed under this Lease, then after 10 days' written notice to Lessee (or without notice in the event of an emergency) and without waiving or releasing Lessee from any obligation of Lessee contained in this Lease or from any default by Lessee and without waiving County's right to take any action that is permissible under this Lease as a result of the Default, County may, but is under no obligation to, (i) pay any tax, assessment, or make any other payment required of Lessee under this Lease, and (ii) perform any other act on Lessee's part to be made or performed as provided in this Lease, and may enter the Leased Premises and the Improvements for any such purpose, and take any action that may be necessary. All payments so made by County and all costs and expenses incurred by County, including reasonable attorney fees, in connection with the performance of any such act, will constitute additional Rent payable by Lessee under this Lease and must be paid to County on demand.

**C. No Waiver.**

No failure by County to insist on the strict performance of any agreement, term, covenant, or condition of this Lease or to exercise any right or remedy consequent upon a breach, and no acceptance of full or partial Rent during the continuance of any such breach, constitutes a waiver of any such breach or of such agreement, term, covenant, or condition. No agreement, term, covenant, or condition to be performed or complied with by Lessee, and no breach by Lessee, may be waived, altered, or modified except by a written instrument executed by County. No waiver of any breach will affect or alter this Lease, but each and every agreement, term, covenant, and condition of this Lease will continue in full force and effect with respect to any other then-existing or subsequent breach.

**D. Remedies Cumulative and Nonexclusive.**

Each right and remedy provided for in this Lease is cumulative and is in addition to every other right or remedy provided for now or hereafter existing at law or in equity or by statute or otherwise, and County's or Lessee's exercise or beginning to exercise of any one or more of the rights or remedies provided for in this Lease or now or hereafter existing at law or in equity or by statute or otherwise will not preclude the simultaneous or later exercise by the party in question of any or all other rights or remedies provided for in this Lease or now or hereafter existing at law or in equity or by statute or otherwise.

**12. SURRENDER.**

County is not responsible for any loss or damages occurring to any property owned by Lessee or any sub-lessee. The provisions of this section 12 survive any termination of this Agreement. Page 174



**A. No Delay.**

Except as otherwise provided herein, on the last day of the Term or the last day Lessee is entitled to possession of the Leased Premises under this Lease, if the Parties are not then negotiating a new lease, Lessee shall surrender and deliver up the Leased Premises to County without delay.

**B. Removal of Property.**

If Lessee is still entitled to possession, Lessee may remove the hangar, other improvements, and personal property of Lessee, a sublessee, or any other guest/invitee (collectively, "Lessee's Property") on the Leased Premises so long as said improvements are removed on or before the last day that the Lessee is entitled to possession of the Leased Premises. After removal of said improvements, Lessee shall place the premises in a clean and buildable site leaving all utility hookups in place. Any of Lessee's Property that remains on the Leased Premises after the termination of this lease may, at the option of County (1) be deemed to have been abandoned by Lessee or such sub-lessee and may either be retained by County as its property and all rights of Lessee with respect to it will cease or be disposed of, without accountability, in such manner as County sees fit, or (2) if County gives written notice to Lessee to such effect, such property shall be removed by Lessee at Lessee's sole cost and expense. If County elects to hold Lessee to Lessee's obligation to remove, County may effect a removal and place the cost of removal, transportation to storage, and storage on Lessee.

**13. RIGHTS AND RESERVATIONS OF COUNTY.**

**A. Hazards.**

County reserves the right to take any action it considers necessary to protect the aerial approaches of the Airport against obstruction, including, but not limited to, the right to prevent Lessee from erecting or permitting to be erected any building or other structure which, in the opinion of County, would limit the usefulness of the Airport, constitute a hazard to aircraft or diminish the capability of existing or future avigational or navigational aids used at the Airport.

**B. Development.**

County reserves the right to develop and improve the Airport as it sees fit, regardless of the desires or view of Lessee, and without interference or hindrance by or on behalf of Lessee. Accordingly, nothing contained in this Lease shall be construed to obligate County to relocate Lessee as a result of any such Airport developments or improvements.

**C. Subordination.**

This Lease shall be subordinate to the provisions of any existing or future agreement between County and the United States Government, which relates to the operation or maintenance of the Airport and is required as a condition for the expenditure of federal funds for the development, maintenance or repair of Airport infrastructure. In the event that any such existing or future agreement directly causes a material restriction, impairment or interference with Lessee's primary operations on the Leased Premises (referred to as a "Limitation") for a period of less than seven calendar days, this Lease shall continue in full force and effect. If the Limitation lasts more than seven calendar days, Lessee and County shall negotiate in good faith to resolve or mitigate the effect of the Limitation.

If Lessee and County are in good faith unable to resolve or mitigate the effect of the Limitation, and the Limitation lasts between seven and 180 days, then for such period:

- (i) Lessee may suspend the payment of any rent due hereunder;

- (ii) subject to ordinary wear and tear, County shall maintain and preserve the Leased Premises and its improvements in the same condition as they existed on the date such Limitation commenced; and
- (iii) the term of this Lease shall be extended, at Lessee's option, for a period equal to the duration of such Limitation.

If the Limitation lasts more than 180 days, then

- (i) County and Lessee may, but shall not be required to, (a) further adjust the payment of rent and other fees or charges, (b) renegotiate maintenance responsibilities and (c) extend the term of this Lease, or
- (ii) Lessee may terminate this Lease upon 30 days' written notice to County.

#### **D. National Emergencies.**

During any war or national emergency, County shall have the right to lease any part of the Airport, including its landing area, to the United States Government. In this event, any provisions of this Lease which are inconsistent with the provisions of the lease to the Government shall be suspended. County shall not be liable for any loss or damages alleged by Lessee as a result of this action. However, nothing in this Lease shall prevent Lessee from pursuing any rights it may have for reimbursement from the United States Government. If any lease between County and the United States Government executed pursuant to this section D directly causes a Limitation for a period of less than seven (7) calendar days, this Lease shall continue in full force and effect. If the Limitation lasts more than seven (7) calendar days, Lessee and County shall negotiate in good faith to resolve or mitigate the effect of the Limitation. If Lessee and County are in good faith unable to resolve or mitigate the effect of the Limitation, then the provisions of subsection C above, shall apply.

#### **E. Sponsor Assurances.**

County covenants and agrees that during the term of this Lease it will operate and maintain the Airport and its facilities as a public airport consistent with and pursuant to the Sponsor's Assurances given by County to the United States Government through the Federal Airport Act; and Lessee agrees that this Lease and Lessee's rights and privileges hereunder shall be subordinate to the Sponsor's Assurances.

#### **F. Easements.**

Lessee's rights hereunder shall be subject to all existing and future utility and drainage easements and rights-of-way granted by County for the installation, maintenance, inspection, repair or removal of facilities owned or operated by electric, gas, water, sewer, communication or other utility companies. Lessee's rights shall additionally be subject to all rights granted by any ordinance or statute which allows utility companies to use publicly owned property for the provision of utility services.

#### **G. Relocation of Hangar and Leased Premises.**

The precise location of the Leased Premises where the hangar is located is subject to County's discretion and modification. County may compel relocation of the hangar at any time, in which case County will be responsible for all reasonable relocation costs. Lessee will be responsible for all Hangar relocation/reassembly costs when the relocation/reconstruction is at the request and sole benefit of Lessee, or if relocation is due to termination of this Agreement.

#### **H. Lien Granted to County.**

Lessee hereby grants County a lien against the Improvements, aircraft, and all personal property that Lessee stores in the hangar. This lien exists and continues for all unpaid amounts that Lessee may owe County, from time to time, and County's assertion of the lien does not relieve Lessee from the obligation to pay the monthly rent as provided in this Agreement. In the event Lessee does not fully and immediately discharge a

unpaid amounts, County is hereby granted and has the right to take and recover possession of the Improvements and satisfy its lien in accordance with Oregon law. The County may also take and recover possession of the stored aircraft and personal property, without notice or other action, exercise its lien against the same, and have and recover all costs and expenses including attorney's fees in connection with the repossession of said hangar, Improvements, aircraft, or personal property and assertion of the lien.

#### **14. MISCELLANEOUS.**

##### **A. Governmental Powers.**

Nothing in this lease should be construed or interpreted to mean that the County waives, surrenders, or sacrifices any of its governmental powers in any way.

##### **B. Licenses and Permits.**

Lessee shall, at its sole expense, obtain and keep in effect all licenses and permits necessary or required for its operations at the Airport.

##### **C. Relationship of the Parties.**

Nothing contained in this Lease is to be deemed or construed, either by the Parties to this Lease or by any third party, to create the relationship of principal and agent or to create any partnership, joint venture, or other association between County and Lessee.

##### **D. Cooperation between Tenants.**

Lessee must cooperate with all other tenants and users of the Airport and must at all times use the Leased Premises and the Airport in such a manner as to avoid interference with the activities of other Airport users and tenants. Any difference or conflict that may arise between Lessee and other users or tenants will be resolved by the County in the County's sole discretion and not subject to challenge or appeal. If Lessee's lawful enjoyment of the Leased Premises is impaired because of any act or omission of another tenant, Lessee will have no claim against County or its agents.

##### **E. Survival.**

All agreements set forth in this Lease, the full performance of which are not required before the expiration or earlier termination of this Lease, will survive the expiration or earlier termination of this Lease and be fully enforceable thereafter.

##### **F. Severability.**

If any term or provision of this Lease or the application of the Lease to any person or circumstance is, to any extent, held to be invalid or unenforceable, the remainder of this Lease, or the application of such term or provision to persons or circumstances other than those as to which it is held invalid or unenforceable, will not be affected, and each term and provision of this Lease will be valid and be enforced to the fullest extent permitted by law.

##### **G. Non-Waiver.**

The failure of County to insist upon the performance of any term or provision of this Lease or to exercise any right granted herein shall not constitute a waiver of County's right to insist upon appropriate performance or to assert any such right on any future occasion.

#### **H. Force Majeure.**

If either party's performance of an obligation under this Lease (excluding a monetary obligation) is delayed or prevented in whole or in part by (a) any legal requirement (and not attributable to an act or omission of the party); (b) any act of God, fire, or other casualty, flood, storm, explosion, accident, epidemic, war, civil disorder, strike, or other labor difficulty; (c) shortage or failure of supply of materials, labor, fuel, power, equipment, supplies, or transportation; or (d) any other cause not reasonably within the party's control, whether or not the cause is specifically mentioned in this Lease, the party will be excused, discharged, and released of performance to the extent that such performance or obligation (excluding any monetary obligation) is so limited or prevented by the occurrence without liability of any kind.

#### **I. Condemnation.**

If the whole of the Leased Premises is taken by a public authority under the power of eminent domain, then the Term of this Agreement will cease on the day of possession by said public authority. If only a part of the Leased Premises is taken under eminent domain, Lessee will have the right to either terminate this Agreement or to continue in possession of the remainder of the Leased Premises. If Lessee remains in possession, all of the terms of this Agreement will continue in full force and effect, with Rent reduced proportionately pursuant to the non-condemned and Lessee-occupied square footage.

#### **J. Nonmerger.**

There may be no merger of this Lease, or of the leasehold estate created by this Lease, with the fee estate of the Leased Premises.

#### **K. Costs and Attorney Fees.**

In the event there should be a breach or default under any provision of this Lease and either party should retain attorneys or incur other expenses for the collection of rent, fees or charges, or the enforcement of performance or observances of any covenant, obligation or agreement, County and Lessee agree that each party shall be responsible for its own attorneys' fees.

#### **L. Applicable Law and Venue.**

This Agreement shall be construed in accordance with and governed by the laws of the State of Oregon. The Parties agree that any civil action will be brought in the circuit court in Crook County.

#### **M. Signature Authority.**

The person signing this agreement hereby warrants that he/she has the legal authority to execute this agreement on behalf of the respective party, and that such binding authority has been granted by proper order, resolution, ordinance or other authorization of the entity. Each party is fully entitled to rely on these warranties and representations in entering into this Agreement or any amendment hereto.

#### **N. Binding Effect.**

The covenants and agreements contained in this Lease are binding on and inure to the benefit of County, Lessee, and their respective successors and assigns.

#### **O. Recordation.**

This Agreement shall not be recorded. Lessee may elect that a memorandum of lease be executed and acknowledged by both parties and recorded in the public records of Crook County, at Lessee's cost.

**P. Time Is of the Essence.**

Time is of the essence as to the performance of all the covenants, conditions, and agreements of this Lease.

**Q. Interpretation.**

In interpreting this Lease in its entirety, there must be no inference, by operation of law or otherwise, that any provision of this Lease may be construed against either party hereto. County and Lessee acknowledge that they and their counsel have reviewed and revised this Lease and that any otherwise applicable rule of construction or any other presumption to the effect that any ambiguities are to be resolved against the drafting party will not be used in the interpretation of this Lease or any exhibit or amendment hereto.

**R. Headings, Captions, and References.**

The headings and captions contained in this Lease are for convenience only and do not in any way define, describe, limit, or amplify the scope or intent of this lease or any term or provision in it. The use of the term "Herein" refers to this Lease as a whole, inclusive of the Exhibits, except when noted otherwise. The use of a masculine or neuter gender in this Lease includes the masculine, feminine, and neuter genders and the singular form includes the plural when the context so requires.

**S. Entire Agreement.**

This Lease contains the entire agreement between the parties and, except as otherwise provided by the Rules and Regulations and Lease Policy, can be changed, modified, amended, or terminated only by an instrument in writing executed by the parties. Lessee and County mutually acknowledge and agree that there are no verbal agreements or other representations, warranties, or understandings affecting this Lease.

**T. Counterparts.**

This Agreement 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 Lessee**

**For Crook County**

James Petersen

CROOK COUNTY

\_\_\_\_\_

\_\_\_\_\_

By:

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

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



# OPTION AGREEMENT AND AGREEMENT OF PURCHASE AND SALE

This Option Agreement and Agreement of Purchase and Sale (the “Agreement”) is made and entered into this 5th day of June, 2024 (the “Effective Date”), by and between Crook County, a political subdivision of the State of Oregon (“County,” or “Optionee”) and James Petersen (“Petersen”). County and Petersen may hereinafter be referred to as the “Parties” or individually as a “Party.”

## RECITALS

WHEREAS, County is the owner of the real property known as the Prineville/Crook County Airport S39 (Airport);

WHEREAS, pursuant to that certain 1994 Lease Agreement, Petersen leases approximately 3,050 square feet of ground space at the Airport, located in Section 11, T15S, R15E, W.M. Crook County as more particularly described in Exhibit A;

WHEREAS, the 1994 Lease Agreement was amended to extend the lease term through May 31, 2024, and the Parties anticipate the execution of a new five-year lease concurrently with the execution of this Option;

WHEREAS, Petersen has constructed physical improvements, including an airplane hangar, upon his Airport leasehold hereafter referred to as the Improvements; and

WHEREAS, Petersen’s leasehold is located in a position that is important to the Airport’s long-term plans and the County desires to acquire an option to purchase the Improvements on the terms and conditions stated herein. Petersen has agreed to grant the County an exclusive option to purchase the Improvements, and the Parties desire to evidence their agreement regarding the option herein.

## AGREEMENT

NOW, THEREFORE, for and in consideration of the mutual covenants, promises, and obligations contained herein, the parties agree as follows:

### 1. GRANT OF OPTION

Petersen, in consideration of the sum of TWO THOUSAND DOLLARS (\$2,000.00) paid to Petersen by the County, receipt of which is acknowledged by Petersen, grants to the County the sole and exclusive option to purchase the Improvements (the “Option”) in the manner and for the price stated in this Agreement.

### 2. OPTION TERMS

#### A. Term.

The initial term of the Option (the “Initial Term”) commences on the Effective Date and will continue for a period of ONE YEAR. County has the right to extend the term of the Option for up to four additional one-year periods. Each extension period (collectively, the “Extension Term”) will commence on the date that the then-current term expires. The Initial Term and any Extension Term are referred to collectively in this Agreement as the “Term.” The County’s payment of any subsequent Option-Money Payment due under section 3 of this Agreement after the Initial Term or an Extension Term will be deemed to constitute an

election to extend the Option for the following single-year Extension Term. If the last day of the Term falls on a Saturday, Sunday, or a holiday recognized by the federal government or the State of Oregon, all of the County's rights during such time period will extend through the next business day.

**B. Exercise of Option.**

The Option must be exercised by written notice (the "Option Notice") given by the County to Petersen at any time during the Term, stating that the County has elected to exercise the Option. Upon exercise of the Option, the County will be obligated to purchase the Improvements from Petersen, and Petersen will be obligated to sell the Improvements to the County, for the price and in the manner herein set forth.

**C. Failure to Exercise Option.**

If the County fails for any reason to exercise the Option in the manner set forth herein, the County will have no further claim under this Agreement against or interest in the Improvements or any of the Option-Money Payments. In the event of the failure to exercise the Option, at Petersen's request, the County will provide Petersen with any instruments that Petersen reasonably deems necessary for the purpose of removing from the public record any cloud on title to the Improvements that is attributable to the grant or existence of the Option.

**3. OPTION MONEY**

In payment for Petersen's grant of this Option, the County has paid or will pay Petersen the following sums (the "Option-Money Payments"), payable in either cash or as an offsetting credit against Petersen's Rent due to County pursuant to the Parties' Prineville/Crook County Airport 39 Non-Commercial Ground Lease and Use Agreement:

- (1) Contemporaneously with the execution of this Agreement, County has paid Petersen the sum of \$2,000.00 mentioned in section 1; and
- (2) Contemporaneously with County's election to extend the option term for an additional year under section 2, County will pay Petersen the sum of \$2,000.00. Regardless of whether the Option is actually exercised, the Option-Money Payments belong to Petersen, and the Option-Money Payments will not be credited against the Purchase Price.

**4. PURCHASE PRICE**

The purchase price for the Improvements (the "Purchase Price") will be \$125,000.00. The entire balance of the Purchase Price will be paid in cash at Closing. The Purchase Price will be adjusted at the commencement of each Extension Term in an amount equal to the percentage change in Petersen's Real Market Value (RMV) of the Improvements for the most recent year as the relevant Extension Term, as determined by the Crook County Tax Assessor.

**5. REMEDIES**

**A. County.**

If Petersen breaches any term or provision of this Agreement, then County, as its exclusive remedy and in lieu of any other relief, may either (1) terminate this Agreement and obtain the return of all Option-Money Payments previously paid to Petersen, or (2) tender performance of the obligations of County and specifically enforce all obligations of Petersen under this Agreement. Except as noted in section 5C and any specific



remedies reserved elsewhere in this Agreement, County waives the right to pursue any remedy at law or in equity against Petersen other than the remedies specified above, including any action for damages, in the event of a default by Petersen.

#### **B. Petersen.**

If County breaches any term or provision of this Agreement, regardless of whether the breach occurs before or after County notifies Petersen of the exercise of the Option, then Petersen, as its exclusive remedy and in lieu of any other relief, will be entitled to terminate this Agreement by giving County written notice of termination and to retain all Option-Money Payments paid by County. Petersen acknowledges (1) the adequacy of this exclusive remedy, and (2) that this limitation of remedies is an essential part of this Agreement from the perspective of County. Except as noted in section 5C and any specific remedies reserved elsewhere in this Agreement, Petersen expressly waives the right to pursue any other right or remedy at law or in equity other than the remedy specified above, including the right of specific performance and the right to sue for damages, in the event of a default by County. County and Petersen have established the foregoing remedy in favor of Petersen because of the difficulty and inconvenience of ascertaining the actual damages Petersen may suffer as a result of a breach of this Agreement by County.

#### **C. Other Remedies.**

The limitations on remedies set forth in this section do not apply to any cause of action accruing after Closing or preclude either party from seeking or obtaining injunctive relief or from seeking recovery against the other under any contractual indemnity set forth herein or for causing physical damage or injury to persons or property.

### **6. CLOSING**

#### **A. Conditions Precedent to Closing.**

In addition to any other conditions contained in this Agreement, set forth below are certain conditions precedent for the benefit of County (the “Conditions”). The Conditions are intended solely for the benefit of County and County will have the right to waive, by written notice, any of the Conditions, at its sole discretion; giving the Exercise Notice will not constitute such a waiver. If any Condition is not satisfied or waived on or before the deadline for satisfaction specified herein, then County will have the right to terminate this Agreement, at its sole election, by giving Petersen notice of termination before the deadline expires, to obtain the return of the Option-Money Payments paid, and to exercise any remedy available to County if the subject Condition was not satisfied by reason of a breach of this Agreement by Owner. If County does not give Petersen notice of termination before the applicable deadline, then County will be deemed to have waived the termination privilege with respect to the Condition in question. The Conditions specifically delineated in this section are the following:

##### **i. Clear Title**

Upon request of County, and in lieu of a Title Report or Title Policy, Petersen will provide an Informational Report from the Title Company. Within 30 days of receiving the Informational Report, County will give written notice to Petersen of the Exceptions that County will require Petersen to remove of record at or before Closing (the “Unacceptable Exceptions”). If County fails to give Petersen such written notice, County will be deemed to have approved the Informational Report. Petersen will be obligated to remove, at or before Closing, any Exception created, or suffered to be created, by Petersen that is security for payment of a sum **Page 183**

money (including mortgages, deeds of trust, tax liens, contractor's liens, and judgment liens). If one or more of the Unacceptable Exceptions cannot be removed at or before Closing and Petersen so states in a duly given Reply Notice, then County may exercise any of the following rights by giving written notice to Petersen within 15 days of receiving the Reply Notice: (1) County may exercise its remedies for breach in section 5; (2) County may accept title to the Improvements subject to the Unacceptable Exceptions; or (3) County may attempt to cure the Unacceptable Exceptions or any of them without cost or liability to Petersen (but Petersen will be obligated to cooperate with the cure efforts and to join in the execution of any curative instruments that will operate to remove the Unacceptable Exceptions). The foregoing rights of County will not be deemed waived by giving the Exercise Notice. Exceptions that are shown on the Informational Report and to which County does not object or to which County agrees, in writing, to waive objection, are referred herein to as the "Permitted Exceptions."

Petersen will not cause, permit, or suffer any matter to be recorded with respect to the Improvements during the Term, except (1) at Petersen's discretion, a memorandum of hangar lease between the Parties and (2) any other matter that County approves, in writing and at its sole discretion, before recordation.

## **ii. Full Performance**

On or before the Closing Date, Petersen will have performed all of the covenants, conditions, agreements, and promises to be performed by it under this Agreement.

## **B. Time and Place.**

Closing of the sale and purchase of the Improvements (the "Closing") will occur on a date (the "Closing Date") selected by County, but in all events the Closing will occur within 45 days after the date that the Exercise Notice is given. The escrow for the Closing will be established at the office of AmeriTitle (the "Title Company"), at 150 NE Court Street, Prineville, Oregon 97754.

## **C. Closing Obligations.**

On the Closing Date, Petersen and County will deposit the following documents and funds in escrow, and the Title Company will close escrow in accordance with the instructions of Petersen and County.

### **i. Petersen Will Deposit the Following:**

- (1) The conveyance documents described in section 10, duly executed and acknowledged;
- (2) A duly executed affidavit certifying that Petersen is not a foreign person, trust, partnership, or corporation in compliance with the requirements of IRC section 1445(b) and any documents required to comply with Oregon income tax withholding obligations;
- (3) Original counterparts or legible photocopies of all documents, feasibility studies, surveys, engineering reports, and other items of a similar nature in the possession of Petersen that relate to the Improvements;
- (4) Such documents as County or the Title Company may require to evidence the authority of Petersen to consummate this transaction; and
- (5) Such other documents and funds, including (without limitation) escrow instructions, that are required of Petersen to close the sale in accordance with this Agreement.

**ii. County Will Deposit the Following:**

- (1) The cash payment specified in section 4, minus any credits due County under the terms of this Agreement;
- (2) Any documents that Petersen or the Title Company may require to evidence the authority of County to consummate this transaction; and
- (3) Any other documents and funds, including (without limitation) escrow instructions, that are required of County to close the sale and purchase of the Improvements in accordance with this Agreement.

**D. Costs.**

County and Petersen each will pay one-half of the escrow fee of the Title Company with respect to the Closing. Petersen will pay the premium for the Informational Report from the Title Company that Petersen is obligated to provide to County, and Petersen will pay all conveyance or excise taxes payable by reason of the purchase and sale of the Improvements. County will pay the fee (exclusive of any conveyance or excise tax) for recording the conveyance documents referred to herein.

**E. Prorations.**

All items of expense incurred by Petersen with respect to the Improvements will be paid by Petersen at Closing, without proration. All real property taxes and assessments payable with respect to the tax year in which Closing occurs will be prorated between Petersen and County as of the Closing Date.

**7. CONVEYANCE**

At the Closing, Petersen will execute, acknowledge, and deliver to County a Bill of Sale conveying the Improvements to County, as well as a Termination of Lease.

**8. POSSESSION**

County will be entitled to exclusive possession of the Improvements on and after the Closing Date.

**9. ACCESS TO THE IMPROVEMENTS**

**A. Access.**

Petersen grants to County and its agents the right to enter the Improvements at any reasonable times before the Closing Date for the purpose of conducting tests or studies that County may deem necessary or appropriate in connection with its acquisition of the Improvements. Petersen will cooperate with County in making the tests and studies. No soil tests or drilling will be undertaken without first obtaining Petersen's approval with respect to the agents retained to perform the work and the location and purpose of the tests or drilling. County will not interfere with or disturb the rights of any tenants of Petersen in possession of any portion of the Improvements. County will protect, defend, and hold Petersen harmless from any loss, liability, or damage to persons or property arising out of or related to County's activities on the Improvements. If County fails to exercise the Option and purchase the Improvements, County will fully compensate Petersen for any physical damage to the Improvements or any lien, encumbrance, or charge on it attributable to County's activities under this paragraph. If County fails to exercise the Option, County will deliver to Petersen a legible copy of any reports, studies, and drawings owned by County that relate to the Improvements.

**B. Approvals.**

County has the right to apply for and obtain any governmental approvals to use and develop the Improvements as County may desire. Petersen will assist and cooperate with County in obtaining any such approvals. Such cooperation includes (without limitation) signing all applications and other documents requested by County that may be reasonably related to such matters, as long as Petersen approves the form and substance of all such documents and such documents do not create encumbrances against the Improvements prior to Closing. All costs and expenses incurred with respect to such approvals will be paid for by County.

**10. COVENANTS OF PETERSEN**

Petersen acknowledges that the covenants of Petersen contained in this Agreement, including the covenants contained in this section 10 (the “Covenants”), are material inducements to County to enter into this Agreement. The Covenants specifically delineated in this section are the following:

**A. Information.**

Petersen agrees to deliver to County, within 20 days after the Effective Date, photocopies of all documents related to the use or ownership of the Improvements that Petersen possesses, including (without limitation) all studies, reports, aerial photographs, and other documents of a like nature.

**B. Maintenance.**

Before the Closing Date, Petersen will maintain the Improvements in the same condition as it now exists, ordinary wear and tear and casualty excepted, and will not cause or permit any waste.

**C. Ownership.**

Notwithstanding Petersen’s right to temporarily sublet portions of the Improvements pursuant to the County’s Airport Lease Policy, during the Term, Petersen will not sell, contract to sell, assign, lease, or otherwise transfer the Improvements or any part of it, nor grant an option to any third party to acquire all or any portion of it.

**11. WARRANTIES AND REPRESENTATIONS OF PETERSEN**

Petersen acknowledges that the warranties and representations of Petersen contained in this Agreement, including the warranties and representations contained in this section (the “Warranties”), are material inducements to County to enter into this Option Agreement. All Warranties, and County’s right to assert a breach of them, survive execution of this Agreement, the Closing, and the execution and delivery of the Closing documents. If, before Closing, County discovers or is advised that any of the Warranties was untrue when made, then County will have the option to either (1) terminate this Agreement and obtain the return of all Option-Money Payments paid, without waiving any cause of action that County may be entitled to assert against Petersen by reason of the breach of the Warranty; or (2) continue this Agreement, without waiving any cause of action that County may be entitled to assert against Petersen by reason of the breach of the Warranty. If, after Closing, County discovers or is advised that any of the Warranties were untrue when made, then County may pursue any remedy available to County at law or in equity by reason of the breach of the Warranty. Petersen warrants and represents to County that the following matters are true and correct:

**A. Litigation.**

There is no litigation, arbitration, or administrative hearing pending before any governmental authority that concerns or affects the Improvements and, to the knowledge of Petersen, no such proceeding is threatened. To the knowledge of Petersen, the Improvements complies with all laws, ordinances, and governmental approvals that relate to it.

**B. Hazardous Substances.**

For purposes of this Agreement, the phrase “Hazardous Substances” has the same meaning attributed to it in ORS 465.200(16). Petersen warrants, represents, and covenants as follows:

- (1) To the knowledge of Petersen, there are no Hazardous Substances in, on, or buried on or beneath the Improvements, and no Hazardous Substances have been emitted or released from the Improvements in violation of any applicable laws;
- (2) Petersen has not brought onto, stored on, buried on, used on, emitted or released from, or allowed to be brought onto, stored on, buried on, used on, or emitted or released from, the Improvements any Hazardous Substances in violation of any applicable environmental laws; and
- (3) To the knowledge of Petersen, no underground storage tanks are located on the Improvements, including (without limitation) any storage tanks that contain, or previously contained, any Hazardous Substances, and Petersen agrees not to cause or permit any such tanks to be installed in the Improvements before Closing.

**C. Status of Owner.**

Owner is not a foreign person, foreign partnership, foreign corporation, or foreign trust, as those terms are defined in IRC section 1445.

**D. Breach of Agreements.**

Neither the execution of this Agreement, nor the execution, delivery, or recordation of any document or agreement referenced herein, nor the exercise of the Option and closing of the transaction contemplated herein, constitutes or will constitute a default under any other agreement or contract that relates to the Improvements or to which Petersen is a party.

**E. Authority.**

No consents, documents, or approvals that have not been obtained are necessary to the effectiveness of the grant of the Option by Petersen.

**F. Contracts and Leases.**

Notwithstanding Petersen’s lease agreement with County that will be terminated upon Closing, there are no lease agreements, maintenance contracts, service agreements, or other contracts of any nature that pertain to, cover, or affect the Improvements or any part of it which would survive Closing.

**G. Changed Conditions.**

If Petersen discovers that one or more of the Warranties or one of the conditions referred to in the Warranties has changed after this Agreement is executed, Petersen will immediately inform County, in writing, of that discovery. If the changed condition or Warranty cannot be cured within 10 days of the date Petersen discovers the change, then County may terminate this Agreement (and its exercise of the Option, if any) by **Page 187**

giving written notice of termination to Petersen within 15 days after receiving the notice from Petersen, and all Option-Money Payments previously paid by County will be returned to County. If the changed condition or Warranty can be corrected within 10 days after discovery by Petersen, County will not have the right to terminate this Option Agreement under this section and Petersen will correct the changed condition or Warranty within 10 days of the discovery. If County does not terminate this Agreement and the changed condition or Warranty can be corrected and is not corrected by the Closing Date, then County will have the right to withhold 150% of the estimated costs of correcting the changed condition or Warranty until the changed condition is corrected, and Petersen will correct the changed condition, at Petersen's sole expense and in an expeditious manner, failing which County may use the withheld sums to make the correction. A change caused by Petersen is deemed to be a breach of this Agreement by Petersen if the change materially and adversely affects the Improvements or County's rights.

As used herein, the phrase "to the knowledge of Petersen" or any variation of that phrase refers to matters within the actual knowledge of Petersen and does not include constructive or imputed notice or knowledge; and the use of that phrase does not imply that Petersen has undertaken any special inquiry or investigation with respect to the representation modified by the phrase, unless circumstances within the actual knowledge of Petersen would warrant a reasonable person to undertake further inquiry when presented with similar circumstances.

## **12. NOTICES**

The Parties are required to update the information in this section. Notices required pursuant to the provisions of this Lease shall be conclusively determined to have been delivered (i) when hand-delivered to the other Party at such addresses listed below, or at such other addresses as the receiving Party may designate by proper notice to the sending Party, or (ii) three days after being deposited in the United States Mail, postage prepaid, addressed as follows:

To County:

Crook County Counsel  
300 NE 3<sup>rd</sup> Street  
Prineville, OR 97754

To Petersen:

James Petersen  
3555 NE Quail Valley Lane  
Prineville, OR 97754

## **13. REAL ESTATE COMMISSIONS**

Each party agrees to pay any commission or finder's fees that may be due on account of this transaction to any broker or finder employed by it and to indemnify the other party against any claims for commissions or fees asserted by any broker claiming by, through, or under the indemnifying party.

## **14. RISK OF LOSS**

Petersen bears the risk of all loss or damage to the Improvements from all causes through the Closing Date. If, before the Closing Date, and regardless of whether the Exercise Notice has yet been given or is subsequently given, all or part of the Improvements is damaged by fire or by any other cause of any nature, or if all or any portion of the Improvements is taken by condemnation, or if any condemnation is threatened, Petersen must give County written notice of such event. County may terminate this Agreement by giving written notice to Petersen within 15 days after receipt by County of written notice from Petersen of such

casualty or condemnation, and Petersen will return to County the Option-Money Payments previously paid. If County does not elect to terminate this Agreement, then this Agreement will continue in force and, if County exercises the Option and the Improvements is conveyed to County, all interest of Petersen in and to any insurance proceeds or condemnation awards that may be payable to Petersen on account of the casualty or condemnation will be assigned to County at Closing.

## **15. STATUTORY DISCLAIMER**

THE PROPERTY DESCRIBED IN THIS INSTRUMENT MAY NOT BE WITHIN A FIRE PROTECTION DISTRICT PROTECTING STRUCTURES. THE PROPERTY IS SUBJECT TO LAND USE LAWS AND REGULATIONS THAT, IN FARM OR FOREST ZONES, MAY NOT AUTHORIZE CONSTRUCTION OR SITING OF A RESIDENCE AND THAT LIMIT LAWSUITS AGAINST FARMING OR FOREST PRACTICES, AS DEFINED IN ORS 30.930, IN ALL ZONES. BEFORE SIGNING OR ACCEPTING THIS INSTRUMENT, THE PERSON TRANSFERRING FEE TITLE SHOULD INQUIRE ABOUT THE PERSON'S RIGHTS, IF ANY, UNDER ORS 195.300, ORS 195.301, AND ORS 195.305 TO 195.336 AND OREGON LAWS 2007, CHAPTER 424, SECTIONS 5 TO 11, OREGON LAWS 2009, CHAPTER 855, SECTIONS 2 TO 9 AND 17, AND OREGON LAWS 2010, CHAPTER 8, SECTIONS 2 TO 7. BEFORE SIGNING OR ACCEPTING THIS INSTRUMENT, THE PERSON ACQUIRING FEE TITLE TO THE PROPERTY SHOULD CHECK WITH THE APPROPRIATE CITY OR COUNTY PLANNING DEPARTMENT TO VERIFY THAT THE UNIT OF LAND BEING TRANSFERRED IS A LAWFULLY ESTABLISHED LOT OR PARCEL, AS DEFINED IN ORS 92.010 OR ORS 215.010, TO VERIFY THE APPROVED USES OF THE LOT OR PARCEL, TO VERIFY THE EXISTENCE OF FIRE PROTECTION FOR STRUCTURES AND TO INQUIRE ABOUT THE RIGHTS OF NEIGHBORING PROPERTY OWNERS, IF ANY, UNDER ORS 195.300, ORS 195.301 AND ORS 195.305 TO 195.336 AND OREGON LAWS 2007, CHAPTER 424, SECTIONS 5 TO 11, OREGON LAWS 2009, CHAPTER 855, SECTIONS 2 TO 9 AND 17, AND OREGON LAWS 2010, CHAPTER 8, SECTIONS 2 TO 7.

## **16. CONSENTS**

The parties agree to act in good faith and with fair dealing with one another in the execution, performance, and implementation of the terms and provisions of this Agreement. Whenever the consent, approval, or other action of a party is required under any provision of this Agreement, the consent, approval, or other action will not be unreasonably withheld, delayed, or conditioned by a party unless the provision in question expressly authorizes the party to withhold or deny consent or approval or to decline to take action in accordance with a different standard, in which case the consent or approval or the decision to not take action may be withheld, delayed, or conditioned in accordance with the different standard. Any provision indicating that consent is not to be unreasonably withheld is to be interpreted to mean that consent will not be unreasonably withheld, delayed, or conditioned.

## **17. MISCELLANEOUS**

### **A. Relationship of the Parties.**

Nothing contained in this Agreement is to be deemed or construed, either by the Parties to this Agreement or by any third party, to create the relationship of principal and agent or to create any partnership, joint venture, or other association between County and Petersen.

**B. Survival.**

All agreements set forth in this Agreement, the full performance of which are not required before the expiration or earlier termination of this Agreement, will survive the expiration or earlier termination of this Agreement and be fully enforceable thereafter.

**C. Severability.**

If any term or provision of this Agreement or the application of the Agreement to any person or circumstance is, to any extent, held to be invalid or unenforceable, the remainder of this Agreement, or the application of such term or provision to persons or circumstances other than those as to which it is held invalid or unenforceable, will not be affected, and each term and provision of this Agreement will be valid and be enforced to the fullest extent permitted by law.

**D. Non-Waiver.**

Failure by Petersen or County to enforce any right under this Agreement will not be deemed to be a waiver of that right or of any other right.

**E. Representation.**

Petersen and County have each been represented by separate legal counsel of choice with respect to this transaction. Except as otherwise provided, each party will be responsible for all attorney fees incurred by it with respect to this Agreement.

**F. Applicable Law and Venue.**

This Agreement shall be construed in accordance with and governed by the laws of the State of Oregon. The Parties agree that any civil action will be brought in the circuit court in Crook County.

**G. Signature Authority.**

The person signing this agreement hereby warrants that he/she has the legal authority to execute this agreement on behalf of the respective party, and that such binding authority has been granted by proper order, resolution, ordinance or other authorization of the entity. Each party is fully entitled to rely on these warranties and representations in entering into this Agreement or any amendment hereto.

**H. Binding Effect.**

The covenants and agreements contained in this Agreement are binding on and inure to the benefit of County, Petersen, and their respective successors and assigns.

**I. Time Is of the Essence.**

Time is of the essence as to the performance of all the covenants, conditions, and agreements of this Agreement.

**J. Interpretation.**

In interpreting this Agreement in its entirety, there must be no inference, by operation of law or otherwise, that any provision of this Agreement may be construed against either party hereto. County and Petersen acknowledge that they and their counsel have reviewed and revised this Agreement and that any otherwise applicable rule of construction or any other presumption to the effect that any ambiguities are to be resolved against the drafting party will not be used in the interpretation of this Agreement or any exhibit or amendment hereto.



**K. Headings, Captions, and References.**

The headings and captions contained in this Agreement are for convenience only and do not in any way define, describe, limit, or amplify the scope or intent of this Agreement or any term or provision in it. The use of the term “Herein” refers to this Agreement as a whole, inclusive of the Exhibits, except when noted otherwise. The use of a masculine or neuter gender in this Agreement includes the masculine, feminine, and neuter genders and the singular form includes the plural when the context so requires.

**L. Entire Agreement.**

This Agreement contains the entire agreement between the parties and can be changed, modified, amended, or terminated only by an instrument in writing executed by the parties.

**M. Counterparts.**

This Agreement may be executed in one or more counterparts, including electronically transmitted counterparts, which when taken together shall constitute one in the same instrument. 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 Petersen**

**For Crook County**

James Petersen

CROOK COUNTY

\_\_\_\_\_

\_\_\_\_\_

By:

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

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

## Exhibit A

Located in CROOK COUNTY, OREGON:

A Leasehold in and to the following described property:

A tract of Land consisting of approximately 3,050 square feet, located in Section 11, T15S, T15E, W.M. Crook County more particularly described as follows:

Starting at the 5/89 inch iron rod with the yellow plastic cap marked "ASE LS1026" as found per CS 816 by David B. Armstrong, LS 1026 recorded September 20, 1984, records of Crook County and being the westernmost rod cited on survey W.O. 93-1026 by David Armstrong; thence N 43 20'57" E. fifteen (15) feet; thence S. 46 32' 18" E. fifty (50) feet to the POINT OF TRUE BEGINNING thence S 46 32' 18" E. sixtyone (61) feet; thence N 43 20' 57" E. fifty (50) feet; thence N46 32' 18" W. sixtyone (61) feet; thence S 43 20' 57" W. fifty (50) feet back to the POINT OF TRUE BEGINNING.

## AGENDA ITEM REQUEST



**Date:**

5/31/2024

**Meeting date desired:**

6/5/2024

**Subject:**

Personnel 2 step increase

**Background and policy implications:**

Joie Stephens, RN took on supervisory responsibilities June 1, 2023 for the Crook County Health & Human Services (CCHHS) Department Family Health Services (FHS) group. Joie was initially serving in a team lead role and was willing to transition some case management responsibilities in order to take on supervision for FHS.

Joie did not receive a compensation adjustment for this increase in responsibilities. I am requesting a 2 step increase effective June 1, 2023.

**Budget/fiscal impacts:**

The increase in pay will need to be charged to the CCHHS general fund allocation.

**Requested by:**

Katie Plumb, Health & Human Services Director  
kplumb@crookpublichealthor.gov 541-447-5165

**Presenters:**

Katie Plumb, Health & Human Services Director

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

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

## 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):**



**Crook County**  
**Human Resources**  
 267 NE 2nd St, Ste 101  
 Prineville, OR 97754  
 541-416-3800

**PERSONNEL ACTION FORM**

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



**PERSONNEL ACTION FORM**

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



**PERSONNEL ACTION FORM**

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

## AGENDA ITEM REQUEST



**Date:**

*May 30, 2024*

**Meeting date desired:**

*June 5, 2024*

**Subject:**

*Amendment 10 to Humane Society of the Ochocos Contract*

**Background and policy implications:**

*The Humane Society presented at a February 7, 2024 Board of Commissioners regular meeting where the Board passed a motion to increase the monthly payment to the Humane Society under this contract from \$3,000 to \$3,500. This Amendment 10 memorializes that motion as well as extends the termination date one year to June 30, 2025.*

**Budget/fiscal impacts:**

*I believe the change in payment was already effective February 7.*

**Requested by:**

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

**Presenters:**

*N/A – Consent Agenda*

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

*Legal drafted*

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

*N/A*



## **AMENDMENT NO. 10 TO AGREEMENT TO PROVIDE SERVICES**

This AMENDMENT NO. 10 to Agreement to Provide Services (“Amendment No. 10”) is made effective as of February 7, 2024, by and between CROOK COUNTY, a political subdivision of the State of Oregon (“County”), and THE HUMANE SOCIETY OF THE OCHOCOS, an Oregon nonprofit corporation (“HSO”).

### **RECITALS**

- A. County and HSO are parties to an Agreement to Provide Services dated July 1, 2014, (“Agreement”) with respect to HSO providing to County animal custody and care services; and
- B. The Agreement was previously revised by Amendment Nos. 1 through 9; and
- C. At a County Court regular meeting on February 7, 2024, following a presentation by HSO, the County Court approved a motion to increase HSO’s monthly fee to \$3,500.00 per month; and
- D. County and HSO now desire to extend the term of the Agreement and amend the Agreement on the terms set forth in this Amendment No. 10.

### **AMENDMENT TERMS**

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

- 1. Recitals. The above recitals are incorporated herein as terms of contract and not mere recitals.
- 2. Extended Term. The term of the Agreement shall be extended through June 30, 2025, unless sooner terminated according to its provisions.
- 3. Consideration of County. The monthly fee for services from HSO shall be increased from \$3,000.00 per month to \$3,500.00 per month.
- 4. Reaffirmation of Agreement. Except as modified by this Amendment No. 10, all terms and conditions of the Agreement as previously modified are reaffirmed and remain unmodified and in full force and effect.

5. Counterparts. This Amendment No. 10 may be executed in one or more counterparts, including electronically transmitted counterparts, which when taken together, shall constitute one in the same original. Facsimiles and electronic transmittals of the signed document shall be binding as an original of such signed document.

**HUMANE SOCIETY OF THE OCHOCOS**

By: Chanda Wallace

Title: Executive Director

Chanda Wallace  
Printed Name and Title

Date: 5/30/24

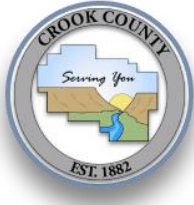
**CROOK COUNTY COURT**

\_\_\_\_\_  
Seth Crawford, Commissioner  
Date: \_\_\_\_\_

\_\_\_\_\_  
Susan Hermreck, Commissioner  
Date: \_\_\_\_\_

\_\_\_\_\_  
Brian Barney, Commissioner  
Date: \_\_\_\_\_

## AGENDA ITEM REQUEST



**Date:**

**Meeting date desired:**

**Subject:**

**Background and policy implications:**

**Budget/fiscal impacts:**

**Requested by:**

**Presenters:**

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

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

## 2023 Financial Results and 2024 Financial Forecast – Crook County

### 2023 Results:

Revenue increased by \$354,780 or 17.4% driven by Commercial and Residential Revenue increase

### Expenses:

Total Operating Costs increased by \$245,729 or 12.9%.

- Wages, Payroll, and Benefits increased by \$135,616 or 16.8%. This includes the CRC expense
- Franchise Fees increased by \$10,397 or 17.0%
- Truck Repairs increased by \$40,650 or 55.5%
- Disposal Costs increased by \$57,580 or 16.8%
- Miscellaneous increases by \$16,521 or 20.3%. This includes safety equipment and training, physicals, management fees.
- Bad Debts increased by \$8,149 or 434.1%
- Business Meals and Travel increased by \$10,645 or 296.1%. This is for outside help being brought into the division
- Fuel decreased by \$18,330 or 12.1%
- Insurance decreased by \$20,279 or 19.2%

Net Income was \$194,772 at a margin of 8.1%

### 2024 Forecast:

10% requested PI

Revenue: (Includes requested PI) Increases \$312,083 by 11.5%. Includes a 2% volume growth factor

Expenses: Total Operating Costs increased by \$242,967 or 10.1%

CPI W/S/T increase of 5.55% applied to expenses with special notes below:

- Labor: Increases by \$75,091 or 8.0%. This is for volume growth and additional wage and headcount increases, also includes CRC expense
- Disposal: Increases by \$104,470 or 20.7%
- Depreciation: Increases by \$15,557 or 9.2% for new trucks
- Franchise Fees: Increasing by \$7,287 or 11.5% due to revenue growth
- Fuel: Increases by \$10,542 or 7.3%

Net Income: Projected \$250,614 at a margin of 9.24%

## Customer Credits

### Credit Types

#### First Time Miss: Get it or Give It

- Customer calls to report they've been missed → local team has 24 hours to recover OR the customer gets a credit
- Customer calls to report they've been missed, asks for a credit in lieu of recovery -> Miss is noted on account, credit is given

#### Multi Miss: Get it and Give It

- Customer calls to report they've been missed multiple times; agent sees history of calls on account; customer reports poor experience -> local team has 24 hours to recover AND the customer gets a credit

#### Rolled Routes: Get it or Give It

- Operations can't complete a route -> local team has 24 hours to recover OR the customers on that route get credited for service

### How to get a Credit

- Report a miss on your service day or within 24 hours of your service day.

### Credit Value

- Amount varies depending on the customer's service level and the circumstance

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

Republic Services (Prineville Disposal)

	<b>Projection 2024</b>	<b>Projection 2025</b>
<b>REVENUE FROM OPERATIONS:</b>		
Commercial	\$ 620,475	\$ 639,090
Residential	\$ 2,050,376	\$ 2,111,887
Commercial Fiber Sales	\$ 1,793	\$ 1,847
Other	\$ -	\$ -
<b>Total Franchise Revenues</b>	<b>2,672,644</b>	<b>2,752,824</b>
<b>OPERATING EXPENSES:</b>		
Labor Costs:		
Wages - Others	\$ 789,992	\$ 813,692
Payroll Taxes/Pension	\$ 94,122	\$ 96,945
Health Insurance	\$ 132,108	\$ 136,071
Disposal Fees	\$ 502,683	\$ 517,764
Office Expenditures	\$ 14,492	\$ 14,927
Fuel and Oil	\$ 143,089	\$ 147,382
Interest Expense - Equipment	\$ -	\$ -
Insurance	\$ 88,809	\$ 91,473
Franchise Fees	\$ 79,772	\$ 82,529
Licenses and Permits	\$ 18,413	\$ 18,966
Professional Fees (Legal and Others)	\$ -	\$ -
Property Taxes - Equipment	\$ 6,187	\$ 6,373
Repairs and Maintenance	\$ 24,913	\$ 25,661
Rent Expense	\$ 59,079	\$ 60,851
Utilities and Telephone	\$ 20,570	\$ 21,187
Depreciation	\$ 169,207	\$ 174,283
Other:		
Advertising	\$ 6,966	\$ 7,175
Auto and Vehicle Expense	\$ 96,799	\$ 99,703
Bad Debts	\$ 10,583	\$ 10,900
Business Meals and Travel	\$ 15,030	\$ 15,480
Contributions	\$ 4,040	\$ 4,161
Dues and Subscriptions	\$ 3,322	\$ 3,421
Miscellaneous	\$ 103,377	\$ 106,479
Recycling - Direct Cost	\$ 4,084	\$ 4,206
<b>Total Operating Expenses</b>	<b>\$ 2,387,637</b>	<b>\$ 2,459,629</b>
Income Taxes	\$ 59,851	\$ 83,854
<b>NET INCOME</b>	<b>\$ 225,155</b>	<b>\$ 209,341</b>

## AGENDA ITEM REQUEST



**Date:**

*May 28, 2024*

**Meeting date desired:**

*June 5, 2024*

**Subject:**

*Barnes Road Overlay Project*

**Background and policy implications:**

*Crook County recently issued an Invitation to Bid to overlay Barnes Road from Barnes Butte to Highway 126 (approximately 2.15 miles). The bid includes material, haul, placement, tack coat, traffic control, signage, and marking. The County received three responsive bids: Tri-County Paving (\$513,000), Knife River Corp. (\$529,771), and High Desert Aggregate (\$449,550). The contract is to be awarded to the lowest responsive bidder, which is High Desert Aggregate. A sample contract was included in the solicitation.*

**Budget/fiscal impacts:**

*\$449,550 to High Desert Aggregate to complete the project.*

**Requested by:**

*Brad Haynes, Crook County Road Superintendent  
Brad.haynes@CrookCountyOR.gov  
541-447-4644*

**Presenters:**

*Brad Haynes  
John Eisler – Asst. County Counsel*

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

*Legal drafted*

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

*N/A*

**2024-03 Barnes Overlay**

**Submittal Amount Summary**

NAME/COMPANY	BID AMOUNT	VERIFIED
Tri-County Paving	\$513,000. <u>00</u>	
High Desert Aggregate	\$449,550. <u>00</u>	
Knife River Corp. NW.	\$529,771. <u>50</u>	



**BID SCHEDULE/SUMMARY OF COSTS**

**Crook County Barnes Road Overlay Project  
Contract No.: 2024-03**

High Desert Aggregate & Paving, Inc.  
Name of Bidder

PO Box 1929  
Address

Redmond                      OR                      97756  
City                                      State                                      Zip

541.504.8566                      Mikem@highdesertaggregate.com  
Phone #                                      Email Address

**CONTRACT NO. 2024-03**

**PROJECT TITLE: Crook County Barnes Road Overlay Project**

**2" Overlay of Barnes Road from Barnes Butte Road to HWY 126, approximately 2.15 miles; see map on page 6.  
HMAC LEVEL 2½ inch dense, 64-28 Binder, 20% RAP.**

**Leveling depth varies up to 2" compacted depth.**

**\*\*\* Quantity is approximate, price shall include Mobilization, Tack, Material, Haul, Placement, Grinding, Traffic Control and Temporary Signs, Temporary Pavement Markings (Stick & Stops) Intersections and any other materials or services to complete project.**

TONS                      4500                      \$ 98.75 /TON                      \$ 444,375.00

COLDPLANE                      450                      \$ 11.50 /YD2                      \$ 5,175.00

TOTAL AMOUNT OF BID \$ 449,550.00

**\*\*In case of discrepancy between unit prices and totals, the unit price will prevail.**

Bid Sheet, page 1 of 1

# **PROPOSAL STATEMENT**

**Crook County Barnes Road Overlay Project  
Contract No.: 2024-03**

**To the Crook County Board, Crook County, Oregon:**

**The undersigned, as bidder, declares that:**

- This proposal is for the work described on the "Description of Work" sheet bound in this proposal;
- The only persons or parties interested in this proposal as principals are those named in this proposal;
- The bidder has obtained and become acquainted with the applicable standard specifications, supplemental specifications, special provisions, plans, and other required provisions applicable to the particular work for which the proposal is submitted;
- The bidder has personally inspected the location and the site of the work and has become acquainted with all conditions, local and otherwise, affecting it;
- The bidder has obtained and become acquainted with the forms of contract and bonds which are to be signed by the successful bidder (**see Section III**);
- The bidder is satisfied as to the quantities and conditions and understands that in signing this proposal the bidder waives all right to claim any misunderstanding regarding these quantities and conditions;
- The proposal guaranty/bond submitted with this proposal is, by this reference, made a part of this proposal; and
- The bidder has reviewed, and or is familiar with and agrees to abide by the terms and provisions of Crook County Code Chapter 3.12, as amended, relating to the Crook County Purchasing Rules and Procedures.

**The bidder also proposes and agrees that:**

- If the Crook County Board accepts this proposal, the bidder will execute the contract form furnished by the County, will provide all necessary machinery, tools, apparatus, and other means of construction, and will do all the work and furnish all the materials specified in or called for by the contract in the manner and time prescribed in the contract and according to the requirements of the Engineer or representative from Crook County;
- The bidder will accept as full payment for the work performed and the materials and equipment furnished, the amount earned under the contract as computed in the manner described in the specifications from the quantities of the various classes of work performed and the respective unit prices bid as these prices are given in the "Bid Schedule/Summary of Costs" bound in this proposal; and
- The bidder will comply with the prevailing wage rate provisions as required by ORS 279C.800 through 279C.870 (**see Section III**).

**The bidder also certifies to the following:**

**A. Non-Collusion Certification:** By signing this proposal, bidder certifies that:

- The price(s) and amount of this proposal have been arrived at independently and without consultation, communication, or agreement with any other contractor, bidder, or potential bidder except as disclosed on a separately attached statement;
- Neither the price(s) nor the amount of this proposal, and neither the approximate price(s) nor approximate amount of this proposal have been disclosed to any other firm or person who is a bidder or potential bidder, and they will not be disclosed before the opening of proposals;
- No attempt has been made or will be made to induce any firm or person to refrain from bidding on this contract, to submit a proposal higher than this proposal, or to submit any intentionally high or noncompetitive proposal or other form of complimentary proposal;
- This proposal is made in good faith and not pursuant to any agreement or discussion with, or inducement from, any firm or person to submit a complimentary or other noncompetitive proposal; and
- The bidder, its affiliates, subsidiaries, officers, directors, and employees are not currently under investigation by any government agency and have not in the last four years been convicted of or found liable for any act, prohibited by State or Federal law in any jurisdiction, involving conspiracy or collusion with respect to bidding on any public contract except as described on a separately attached statement.

**B. Non-Discrimination Certification -** By signing this proposal, bidder certifies that:

- He/she/It has not discriminated against minority, women, or small business enterprises in obtaining any subcontracts.

**C. Residency Certification:** A "resident bidder" is a bidder that has paid unemployment taxes or income taxes in Oregon during the 12 calendar months immediately preceding submission of this bid and has a business address in Oregon.

**Complete the following:**

1. Check one: Bidder is a   X   resident bidder            nonresident bidder.
2. If a **resident bidder**, enter your Oregon business address and email address:  
PO Box 1929 Redmond, OR 97756  
mikemehighdesertaggregate.com
3. If a **nonresident bidder**, enter your home state business address and email address:  
\_\_\_\_\_  
\_\_\_\_\_

**D. Tax Law Compliance –** By signing this proposal, bidder warrants and covenants that:

- Contractor is not in violation of any Oregon tax laws and has complied with the tax laws of Oregon. Contractor covenants to continue to comply with the tax laws of Oregon during the entire term of the public contract.

E. **Contractor's Board License Certification** - Bidder is in compliance with requirements for construction contractors and is licensed and bonded with the Construction Contractor's Board as follows:

No. 158479 Expiration Date 1/20/2026

F. **Contractor's Certification of Drug Testing Program ORS 279C.505(2)** - By signing this proposal bidder certifies that:

- The bidder will have a drug testing policy in place at time of contract award;
- The bidder shall maintain the drug testing policy for the duration of the contract; and
- The bidder shall require each subcontractor providing labor to this contract to comply with the drug testing requirements.

G. **Statement Regarding Certifications**

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

H. **Public Works Bond** – By signing this proposal bidder certifies that:

- Compliance with ORS 279C.836 Statutory Public Works Bond for contractor and all subcontractors; and
- Proof of Public Works Bond is attached.

**The bidder is advised that by signing this proposal the bidder is deemed to have signed and agreed to the provisions of all the documents, certifications, and statements contained in this proposal.**

High Desert Aggregate & Paving Inc.  
(Bidder's Name)

20-0591425  
(Bidder's Federal Tax ID Number)

By [Signature]  
Michael T. Moore President  
(Printed Name) (Title of Signer)

← **SIGN HERE**

5/21, 2024  
(Date)

# PROPOSAL BOND

## **Crook County Barnes Road Overlay Project Contract No.: 2024-03**

**KNOW ALL MEN BY THESE PRESENTS**, that Liberty Mutual Insurance Company

a surety company duly organized under the laws of the State of Massachusetts having its principal place of business at 175 Berkeley Street, Boston, MA 02116 in the State of Massachusetts, and authorized to do business in the State of Oregon, is held and firmly bound unto Crook County, in the full sum of ten percent (10%) of the total amount of the proposal for the work hereinafter described, for the payment of which, well and truly to be made, we bind ourselves, our heirs, executors, administrators and assigns, and successors and assigns, firmly by these presents.

The condition of this bond is such that, whereas High Desert Aggregate & Paving, Inc. is herewith submitting its proposal for the following work:

### **Barnes Road – From Barnes Butte to HWY 126. approximately 2.15 miles**

- **Leveling Course - Depth varies up to 2-inch compacted HMA Level 2, 1/2 inch dense, 64-28 Binder, 20% RAP. Approximately 4500 Tons**
- **Price per ton shall include Material, Haul, Placement (including labor), Tack Coat, Traffic Control, Temporary Signs, Temporary Pavement Markings, and any other materials or services necessary to complete project.**
- **Leveling with emphasis on surface preparation assuring ODOT Specification 00745.70 tolerance is achieved. Contractor may be required to supply a rolling straightedge or equivalent testing method as approved by Superintendent.**
- **Grind and inlay match points 2" and taper to existing surface on each end of the project to ensure proper elevation and ride is achieved. This may vary in width on each end of project.**
- **Grind and inlay all approved intersection match points to ensure proper elevation and ride is achieved. This may vary in width on each intersection.**
- **Pave out 12" at all appropriate driveway approaches.**
- **Apply temporary traffic delineation (stick and stomps) to centerline, turning lane, and fog line.**
- **Mark all striping as per existing prior to start of project to ensure proper transitions.**
- **Grind 2" of existing AC from bridge and taper 100' on each end of bridge to existing surface where applicable.**

All work is to be completed by **August 30, 2024**

NOW THEREFORE, if said proposal submitted by said bidder is accepted by the Crook County Board, and the contract for said work is awarded to said bidder, and if the said bidder enters into and executes the said contract Page 211

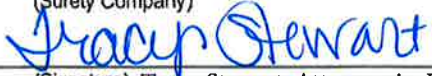
and furnishes bond and insurance as required by the County within the time fixed by the County, then this obligation shall be void; otherwise to remain in full force and effect. These obligations shall not be impaired or affected by any extension of time within which the County may accept the bid or the required submittals, and Surety waives notice of any such extensions.

Signed and sealed this 15th day of May, 2024.

**SURETY**

Liberty Mutual Insurance Company

(Surety Company)



(Signature) Tracy Stewart, Attorney-in-Fact

**PRINCIPAL**

High Desert Aggregate & Paving, Inc.

(Principal (Bidder))



(Signature)



This Power of Attorney limits the acts of those named herein, and they have no authority to bind the Company except in the manner and to the extent herein stated.

Liberty Mutual Insurance Company
The Ohio Casualty Insurance Company
West American Insurance Company

Certificate No: 8210904 - 905038

POWER OF ATTORNEY

KNOWN ALL PERSONS BY THESE PRESENTS: That The Ohio Casualty Insurance Company is a corporation duly organized under the laws of the State of New Hampshire, that Liberty Mutual Insurance Company is a corporation duly organized under the laws of the State of Massachusetts, and West American Insurance Company is a corporation duly organized under the laws of the State of Indiana (herein collectively called the "Companies"), pursuant to and by authority herein set forth, does hereby name, constitute and appoint, A.G. Sadowski, Beau Andrew Weathers, Derek A. Sadowski, Tracy Stewart, Ty Moffett

all of the city of Salem state of OR each individually if there be more than one named, its true and lawful attorney-in-fact to make, execute, seal, acknowledge and deliver, for and on its behalf as surety and as its act and deed, any and all undertakings, bonds, recognizances and other surety obligations, in pursuance of these presents and shall be as binding upon the Companies as if they have been duly signed by the president and attested by the secretary of the Companies in their own proper persons.

IN WITNESS WHEREOF, this Power of Attorney has been subscribed by an authorized officer or official of the Companies and the corporate seals of the Companies have been affixed thereto this 27th day of October, 2023.



Liberty Mutual Insurance Company
The Ohio Casualty Insurance Company
West American Insurance Company

By: David M. Carey, Assistant Secretary

State of PENNSYLVANIA
County of MONTGOMERY ss

On this 27th day of October, 2023 before me personally appeared David M. Carey, who acknowledged himself to be the Assistant Secretary of Liberty Mutual Insurance Company, The Ohio Casualty Company, and West American Insurance Company, and that he, as such, being authorized so to do, execute the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my notarial seal at Plymouth Meeting, Pennsylvania, on the day and year first above written.



Commonwealth of Pennsylvania - Notary Seal
Teresa Pastella, Notary Public
Montgomery County
My commission expires March 28, 2025
Commission number 1126044
Member, Pennsylvania Association of Notaries

By: Teresa Pastella, Notary Public

This Power of Attorney is made and executed pursuant to and by authority of the following By-laws and Authorizations of The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company which resolutions are now in full force and effect reading as follows:

ARTICLE IV - OFFICERS: Section 12. Power of Attorney.

Any officer or other official of the Corporation authorized for that purpose in writing by the Chairman or the President, and subject to such limitation as the Chairman or the President may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Corporation to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact, subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Corporation by their signature and execution of any such instruments and to attach thereto the seal of the Corporation. When so executed, such instruments shall be as binding as if signed by the President and attested to by the Secretary. Any power or authority granted to any representative or attorney-in-fact under the provisions of this article may be revoked at any time by the Board, the Chairman, the President or by the officer or officers granting such power or authority.

ARTICLE XIII - Execution of Contracts: Section 5. Surety Bonds and Undertakings.

Any officer of the Company authorized for that purpose in writing by the chairman or the president, and subject to such limitations as the chairman or the president may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Company by their signature and execution of any such instruments and to attach thereto the seal of the Company. When so executed such instruments shall be as binding as if signed by the president and attested by the secretary.

Certificate of Designation - The President of the Company, acting pursuant to the Bylaws of the Company, authorizes David M. Carey, Assistant Secretary to appoint such attorneys-in-fact as may be necessary to act on behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations.

Authorization - By unanimous consent of the Company's Board of Directors, the Company consents that facsimile or mechanically reproduced signature of any assistant secretary of the Company, wherever appearing upon a certified copy of any power of attorney issued by the Company in connection with surety bonds, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

I, Renee C. Llewellyn, the undersigned, Assistant Secretary, The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company do hereby certify that the original power of attorney of which the foregoing is a full, true and correct copy of the Power of Attorney executed by said Companies, is in full force and effect and has not been revoked.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Companies this 15th day of May, 2024.



By: Renee C. Llewellyn, Assistant Secretary

Not valid for mortgage, note, loan, letter of credit, currency rate, interest rate or residual value guarantees.

For bond and/or Power of Attorney (POA) verification inquiries, please call 610-832-8240 or email HOSUR@libertymutual.com.

**PROPOSAL BOND**

**Crook County Barnes Road Overlay Project  
Contract No.: 2024-03**

**KNOW ALL MEN BY THESE PRESENTS**, that \_\_\_\_\_

a surety company duly organized under the laws of the State of \_\_\_\_\_ having its principal place of business at \_\_\_\_\_ in the State of \_\_\_\_\_, and authorized to do business in the State of Oregon, is held and firmly bound unto Crook County, in the full sum of ten percent (10%) of the total amount of the proposal for the work hereinafter described, for the payment of which, well and truly to be made, we bind ourselves, our heirs, executors, administrators and assigns, and successors and assigns, firmly by these presents.

The condition of this bond is such that, whereas \_\_\_\_\_ is herewith submitting its proposal for the following work:

**Barnes Road – From Barnes Butte to HWY 126. approximately 2.15 miles**

- **Leveling Course - Depth varies up to 2-inch compacted HMAC Level 2, ½ inch dense, 64-28 Binder, 20% RAP. Approximately 4500 Tons**
- **Price per ton shall include Material, Haul, Placement (including labor), Tack Coat, Traffic Control, Temporary Signs, Temporary Pavement Markings, and any other materials or services necessary to complete project.**
- **Leveling with emphasis on surface preparation assuring ODOT Specification 00745.70 tolerance is achieved. Contractor may be required to supply a rolling straightedge or equivalent testing method as approved by Superintendent.**
- **Grind and inlay match points 2” and taper to existing surface on each end of the project to ensure proper elevation and ride is achieved. This may vary in width on each end of project.**
- **Grind and inlay all approved intersection match points to ensure proper elevation and ride is achieved. This may vary in width on each intersection.**
- **Pave out 12” at all appropriate driveway approaches.**
- **Apply temporary traffic delineation (stick and stomps) to centerline, turning lane, and fog line.**
- **Mark all striping as per existing prior to start of project to ensure proper transitions.**
- **Grind 2” of existing AC from bridge and taper 100’ on each end of bridge to existing surface where applicable.**

All work is to be completed by **August 30, 2024**

NOW THEREFORE, if said proposal submitted by said bidder is accepted by the Crook County Board, and the contract for said work is awarded to said bidder, and if the said bidder enters into and executes the said contract **Page 214**



and furnishes bond and insurance as required by the County within the time fixed by the County, then this obligation shall be void; otherwise to remain in full force and effect. These obligations shall not be impaired or affected by any extension of time within which the County may accept the bid or the required submittals, and Surety waives notice of any such extensions.

Signed and sealed this \_\_\_\_\_ day of \_\_\_\_\_, 2024.

**SURETY**

**PRINCIPAL**

\_\_\_\_\_  
(Surety Company)

\_\_\_\_\_  
(Principal (Bidder))

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Signature)

**Workers' Compensation Insurance Certification**

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

**Employers Complying with ORS 656.017**

- 1.  "Carrier-insured employer" (State Accident Insurance Fund Corp. or other authorized insurer).

Insurance Company Name: SAIF

ID/Policy No.: 937898

- 2.  "Self-insured employer" (certified by the Workers' Compensation Division).

ID number as assigned by the Workers' Compensation Division \_\_\_\_\_

- 3.  I am an independent contractor and will perform all work under this contract without the assistance of others.

**Employers Exempt under ORS 656.126**

- 1.  Workers' Compensation Coverage, State of Origin: \_\_\_\_\_

In the event of cancellation or change of the information above, **CONTRACTOR** certifies that it will immediately notify the Department of said cancellation or change and will obtain alternate coverage.

Contractor Business

Name: High Desert Aggregate & Paving Inc.

Date: 5/21/2024

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

Signature

Michael T. Moore

Print Name

Its: President

**REMINDER – ADDITIONAL INFORMATION NEEDED**

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

**Insurance Coverage Required**

**CONTRACTOR** shall not commence any work until **CONTRACTOR** obtains, at **CONTRACTOR'S** own expense, all required insurance as specified below. Approval of **CROOK COUNTY** is required as to limits, form, and amount. **CONTRACTOR** is required to obtain or maintain the following for the full period of the contract:

**COMMERCIAL GENERAL LIABILITY** insurance covering personal injury, bodily injury, and property damage with limits as specified below. The insurance shall include:

**COVERAGES**

**LIMITS**

- |  |  |
|--|--|
| <input type="checkbox"/> Explosion & Collapse            | <input type="checkbox"/> \$1 million per occurrence                                |
| <input type="checkbox"/> Underground Hazard              | <input checked="" type="checkbox"/> Limits of the Oregon Tort Claims Act           |
| <input type="checkbox"/> Products/Completed Operations   | (ORS 30.260-30.300) presently at \$1,660,400 per occurrence                        |
| <input type="checkbox"/> Contractual Liability           | <input checked="" type="checkbox"/> Other – Tort limits adjusted per ORS 30.372(4) |
| <input type="checkbox"/> Broad Form Property Damage      | beginning in 2015  |
| <input type="checkbox"/> Owners & Contractors Protective |  |

**FORM:** All policies must be of the occurrence form with combined single limit for bodily injury and property damage. Any deviation from this must be reviewed by the Crook County Counsel. All claims-made forms must have the prior approval of the Crook County Counsel. Submit a complete copy of claims-made policies and endorsements with the certificate of insurance.

**AUTOMOBILE LIABILITY** insurance comprehensive form with limits as specified below. The coverage shall include owned, hired, and non-owned automobiles.

**LIMITS**

- \$1 million per occurrence
- Other – Tort limits adjusted per ORS 30.372(4) beginning in 2015
- Not less than the limits of the Oregon Tort Claims Act (ORS 30.260-30.300) presently at \$1,660,400 per occurrence

**PROFESSIONAL LIABILITY** insurance with limits not less than \$\_\_\_\_\_.

**ADDITIONAL INSURED CLAUSE:** The liability insurance coverages required for the performance of this contract shall be endorsed to name Crook County, its commissioners, officers, agents, and employees as additional insured with respect to the activities performed under this contract.

**WORKERS' COMPENSATION AND EMPLOYER'S LIABILITY** as statutorily required for persons performing work under this contract. Any subcontractor hired by **CONTRACTOR** shall also carry Worker's Compensation and Employers' Liability coverage.

**EMPLOYERS LIABILITY** insurance with limits of \$500,000.

**BUILDER'S RISK** insurance special form. Limits to be the value of the contract or \$\_\_\_\_\_.

**FIDELITY BOND** covering the activities of any person, named or unnamed, responsible for collection and expenditures of funds. Limit \$\_\_\_\_\_ per employee.

In the event of cancellation or change of the information above, **CONTRACTOR** certifies that it will immediately notify the Department of said cancellation or change and will obtain alternate coverage.

Contractor Business  
 Name: High Desert Aggregates, Paving, Inc.  
 By:   
 Signature  
 Its: President

Date: 05/21/2024  
Michael T. Moore  
 Print Name

**IDENTIFICATION OF BIDDER(S) SURETIES**

**Crook County Barnes Road Overlay Project  
Contract No.: 2024-03**

The party who is submitting this proposal and who, if awarded the contract, will enter into the contract is

A Corporation  
(Enter "an individual", partnership, "a corporation" or "a limited liability company") PLEASE PRINT

doing business under the name High Desert Aggregate & Paving Inc.  
PLEASE PRINT

at PoBox 1929 Redmond OR 97756 541.504.8566  
(Street) (City) (State) (Zip Code) (Phone Number)

which is the address to which all communications concerning this proposal and the contract should be sent.

The name of the surety, who will furnish the performance bond and payment bond covering the contract, if awarded, and the name, address, and telephone number of the surety's local agent is:

Name of Surety: Liberty Mutual Insurance Company

Name of Agent: A.G. Sadowski Agent's Ph: 503.362.2711

Address: 1605 Liberty Street SE Salem OR 97302  
(Street) (City) (State) (Zip Code)

Accompanying this proposal as proposal guaranty is a Proposal Bond in the amount of at least ten percent (10%) of the total amount of the proposal. (Enter "Proposal Bond", cashier's check", or certified check").

If the Crook County Board accepts this proposal and awards a contract to the undersigned and if the undersigned then fails to promptly and properly execute the contract or bonds or deliver insurance certificates according to the terms and conditions stated in the specifications, the undersigned shall forfeit the proposal guaranty as liquidated damages to Crook County, by and through its County Board.

The undersigned agrees that damages in the event the undersigned fails in one or more of the respects set forth above are difficult to determine and that the amount of the proposed guaranty is a reasonable estimate of such damages and is an appropriate amount to be assessed as liquidated damages. The undersigned agrees to be held jointly and severally liable with the surety of the undersigned for payment of liquidated damages if the proposal guaranty is a proposal bond.

High Desert Aggregate & Paving Inc.  
(Bidder's Name)

By [Signature]

Michael T. Moore President  
(Typed or Printed Name. and Title of Signer)

← **SIGN HERE**  
5/21, 2024  
(Date)





FIRST-TIER SUBCONTRACTOR DISCLOSURE

PROJECT NAME: Burns Road Overlay Project

RFD #: 2024-03

BID CLOSING DATE: 5/21/24 Time: 2:00

This form must be submitted at the location specified in the invitation to bid on the advertised bid closing date and within two working hours after the advertised bid closing time.

List below the name of each subcontractor that will be furnishing labor or will be furnishing labor and materials and that is required to be disclosed. The category of work that the subcontractor will be performing and the dollar value of the subcontract. Enter "NONE" if there are no subcontractors that need to be disclosed. (ATTACH ADDITIONAL SHEETS IF NEEDED)

NAME	DOLLAR VALUE	CATEGORY OF WORK
(1) <u>NONE</u>	\$	
(2)	\$	
(3)	\$	
(4)	\$	
(5)	\$	
(6)	\$	
(7)	\$	
(8)	\$	
(9)	\$	

Failure to submit this form by the disclosure deadline will result in a non-responsive bid. A non-responsive bid will not be considered for award.

Form submitted by (bidder name): High Desert Aggregate & Paving Inc.

Contact name: Mike Moore Phone no: SA 504 8566

- ORS 279C.370 First-tier subcontractor disclosure. (1)(a) You'll have working hours after the date and time of the deadline when bids are due to a contractor agency for a public improvement contract a bidder shall submit to the contractor agency a disclosure of the first-tier subcontractors that:
- (a) Will be furnishing labor or will be furnishing labor and materials if construction with the public improvement contract, and
  - (b) Will have a contract value that is equal to or greater than the percent of the total project bid or \$15,000, whichever is greater, or \$350,000 regardless of the percentage of the total project bid.
  - (c) For each contract to which the subcontractor applies, the contracting agency shall complete a contractor disclosure form with a value, addressed by the contracting agency, of more than \$100,000, between 2 and 5 work, except that the paragraph does not apply to public contracts for maintenance or construction of highways, bridges or other transportation facilities.
  - (d) The address on does not apply to public improvement contracts that have been exempted from competitive bidding requirements under ORS 279C.330 (2).
  - (e) The disclosure of first-tier subcontractors under subsection (1) of this section must include the name of each subcontractor, the category of work that each subcontractor will perform and the dollar value of each subcontract. This information shall be released in substantially the following (below) form:
  - (f) A contracting agency shall accept the subcontractor disclosure. The contracting agency shall consider the bid of any contractor that does not submit a subcontractor disclosure to the contracting agency to be a non-responsive bid and may not award the contract for the contractor. A contracting agency is not required to determine the accuracy or the completeness of the subcontractor disclosure.
  - (g) After the bids are opened, the subcontractor disclosures must be made available for public inspection.
  - (h) A contractor may submit a final tier subcontractor under the provisions of ORS 279C.380.
  - (i) A subcontractor may file a complaint under ORS 279C.590 based on the disclosure requirements of subsection (1) of this section.
- WH-279-CDS-0-101

**HIGH DESERT**

**AGGREGATE & PAVING**

PO Box 1929  
Redmond, OR 97756

Dropped off 5/21  
@ 1:09 pm

CROOK COUNTY  
203 NE COURT ST  
PRINEVILLE, OR

BID

BAENES ROAD OVERLAY

CONTRACT No: 2024-03

5/21/24 2:00

## AGENDA ITEM REQUEST



**Date:**

*May 30, 2024*

**Meeting date desired:**

*June 5, 2024*

**Subject:**

*Amendment to Chip Seal Rock Purchase and Delivery Contract with Pulguero Rock and Stone Co. LLC*

**Background and policy implications:**

*The County contracted with Pulguero Rock and Stone Co, LLC earlier this month following a competitive procurement process for the purchase and delivery of 6,000 tons of 3/8" – 1/4" chip seal rock, to be delivered by June 1. Shortly after execution of the contract, Pulguero informed the County that its rock crushing equipment was inoperable. In lieu of breach, the County has negotiated this Amendment whereby Pulguero will pick up County rock at its Hilltop Pit and deliver it to the 10-Mile Pit as envisioned in the original Agreement.*

**Budget/fiscal impacts:**

*The Amendment provides for the delivery of rock at \$165 per driver hour with a cap of \$10.50/ton delivered and a maximum of 6,000.*

**Requested by:**

*Brad Haynes, Crook County Road Superintendent  
Brad.haynes@CrookCountyOR.gov  
541-447-4644*

**Presenters:**

*Brad Haynes  
John Eisler – Asst. County Counsel*

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

*Legal drafted*

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

*N/A*

**AMENDMENT**  
To Goods and Services Contract

This Amendment is entered into by **Pulguero Rock & Stone Co. LLC** (hereinafter “Contractor”), and **Crook County**, a political subdivision of the State of Oregon (hereinafter “County”); collectively, Contractor and County may be referred to as “the Parties.”

**RECITALS**

**WHEREAS**, Contractor and County are parties to that certain Goods and Services Contract (hereinafter “the Agreement”) effective on or around May 13, 2024, for the provision of chip-seal rock purchase and delivery services as more fully described in the Agreement; and

**WHEREAS**, the Contractor has experienced an equipment failure that renders it unable to timely complete the contractual obligations of the Agreement; and

**WHEREAS**, the Parties have negotiated new terms in good faith to mitigate the harm to County and fulfill the primary purpose of the Agreement; and

**WHEREAS**, the Parties wish to execute this Amendment to memorialize the changes to the terms of the Agreement.

**AGREEMENT**

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

Section One: The Recitals listed above are incorporated herein by reference.

Section Two: The duration in paragraph 2 of the Agreement is extended to June 14, 2024, unless sooner terminated according to its terms.

Section Three: The scope of services in paragraph 3 and Attachments 1 and 2 referenced in paragraph 6 of the Agreement are amended by Attachment 3, attached and incorporated herein.

Section Four: The fee for services in paragraph 4 of the Agreement is likewise amended as described in Attachment 3.



Section Five: Except as amended by this Amendment, all other terms of the Agreement remain in full force and effect.

Section Six: This Amendment may be executed in one or more counterparts, including electronically transmitted counterparts, which when taken together shall constitute one in the same instrument. Electronic transmittals of the signed document shall be binding as though they were an original of such signed document.

IN WITNESS WHEREOF, Contractor and County have executed this Amendment effective June 1, 2024.

CONTRACTOR

COUNTY

Pulguero Rock & Stone Co. LLC

Crook County Board of Commissioners

By: Nathan Becker  
Signature

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

Nathan Becker

\_\_\_\_\_  
Print Name

Date 6-3-2024

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

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

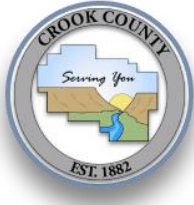
Date: \_\_\_\_\_

**ATTACHMENT 3**  
**SCOPE OF SERVICES**

Contractor will deliver rock as designated by County from the County's Hilltop Pit to its 10-Mile Pit pursuant to the following:

- Contractor will use commercially reasonable efforts to deliver up to 6,000 tons of rock, with a minimum delivery of 3,000 tons.
- County to provide loader at loading site and management of delivery site.
- The rate for Contractor's services shall be calculated at \$165.00/truck hour, assuming an average of 2 hours per round trip (loading, driving, transferring, dumping) and an average load size of 31.5 tons. Contractor's rates are capped not to exceed an average of \$10.50/ton delivered.

## 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):**

**INTERGOVERNMENTAL AGREEMENT #6527  
BETWEEN THE STATE OF OREGON AND CROOK COUNTY  
AMENDMENT #1**

This amendment #1 (“Amendment”) to Intergovernmental #6527 (“Agreement”), is entered into by and between the State of Oregon, acting by and through its Department of Corrections, hereinafter referred to as “Department” and Crook County, hereafter called “County”.

1. The Agreement is hereby amended as follows. (Unless otherwise noted, new language is indicated by being in **bold and underlined** and deleted language is indicated by [brackets]):
  - 1.1 Exhibit A, Budget Summary is hereby deleted in its entirety and replaced with the attached.
2. Except as expressly amended above, all other terms and conditions of the original contract are still in full force and effect. Contractor certifies that the representations, warranties and certifications contained in the original Contract are true and correct as of the effective date of this Amendment and with the same effect as though made at the time of this Amendment.
3. Certification: By signature on this Amendment for Contractor, the undersigned hereby certifies under penalty of perjury that the undersigned is authorized to act on behalf of Contractor and that Contractor is, to the best of the undersigned’s knowledge, not in violation of any Oregon Tax Laws. For purposes of this certification, “Oregon Tax Laws” means a state tax imposed by ORS 320.005 to 320.150 (Amusement Device Taxes), 403.200 to 403.250 (Tax For Emergency Communications), 118 (Inheritance Tax), 314 (Income Tax), 316 (Personal Income Tax), 317 (Corporation Excise Tax), 318 (Corporation Income Tax), 321 (Timber and Forest Land Taxation) and 323 (Cigarettes And Tobacco Products) and the elderly rental assistance program under ORS 310.630 to 310.706 and any local taxes administered by the Department of Revenue under ORS 305.620.

STATE OF OREGON  
DEPT. OF CORRECTIONS

CROOK COUNTY  
BOARD OF COMMISSIONERS

\_\_\_\_\_  
Eric McDowell, Contracts Officer

\_\_\_\_\_  
Chair

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

Approved for Legal Sufficiency  
Oregon Attorney General’s Office:

/s/ Sam Zeigler by email dated 5/8/2024  
Assistant Attorney General

IGA #6527 Crook County

Contracts esm 050824



<b>Total</b>
\$2,703,248.61
\$10,000.00
\$10,000.00
\$132,179.00
\$379,920.00
\$500,000.00
\$150,000.00
\$9,187.00
\$67,816.00
\$0.00
\$0.00
\$0.00
\$0.00
\$0.00
\$0.00
\$0.00
\$0.00
\$0.00
\$0.00
\$0.00
\$0.00
\$0.00
<b>\$3,962,350.61</b>

## AGENDA ITEM REQUEST



**Date:**

*May 30, 2024*

**Meeting date desired:**

*June 5, 2024*

**Subject:**

*Consider recommendation of the 2024 elected official compensation committee.*

**Background and policy implications:**

*The County is required by ORS Chapter 204 to appoint a committee of citizens to make recommendations to the County's governing body regarding the compensation of specified County elected officials for the forthcoming fiscal year. By practice, the compensation committee also provides their recommendation to the County's budget committee, and includes a recommendation on the supplementary compensation paid by the County for the District Attorney position. The 2024 compensation committee met on May 22, 2024, in a public meeting. Attached to this cover page are the approved minutes of the committee, including their recommendations for each position.*

**Budget/fiscal impacts:**

*The County governing body is authorized to accept, modify, or reject the committee's recommendations, and has done all three from time to time.*

**Requested by:**

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

**Presenters:**

*Eric Blaine, County Counsel*

**Legal review (only if requested):** *N/A*

**Elected official sponsor (if applicable):** *N/A*



## Crook County Compensation Committee

Address: 300 NE 3<sup>rd</sup> Street, Prineville, Oregon 97754

Phone: (541) 416-3802

Minutes of the 2024 Crook County  
Compensation Committee Meeting  
Tuesday, May 21, 2024

**BE IT REMEMEBERED** that at 3:00 PM the 2024 Crook County Compensation Committee convened to consider recommendations for the compensation of elected officials in Crook County, Oregon, pursuant to ORS 204.112 *et seq.* and the adopted orders and resolutions of the Crook County Board of Commissioners.

Committee members in attendance were: William “Bill” Anderson, Joanna “Jo” McCabe, and Ronda Sneva.

Others in attendance, both in person and virtually via Zoom, were: Eric Blaine, County Counsel; John Eisler, Assistant County Counsel; Sarah Puerner, Executive Administrative Assistant; Alex Solterbeck, County Counsel Office Manager; Cheryl Seely, County Clerk; Undersheriff Bill Elliott; Stephanie Wilson, Chief Administrative Deputy; Jon Soliz, County Assessor; Christina Haron, Finance Director; Jamie Berger, Budget Analyst; and members of the public.

Materials presented to the Committee for consideration were the most recent report on the County’s compensation study by Vance Jacobson, a compiled list of elected officials’ duties, including Commissioner roles and responsibilities, current compensation rates, background information on the County, and a proposed agenda.

**MOTION** to elect Ronda Sneva as Chair of the 2024 Compensation Committee. Discussion on Ronda’s background. Motion seconded. No further discussion. Motion carried 2-1.

County Counsel, Eric Blaine, explained roles and responsibilities of Compensation Committee members during the meeting and answered questions asked by the Committee. Public comment was received by elected officials, Crook County employees, and members of the public.

The Committee examined the current salaries of the County’s elected officials and the Crook County Commissioners. Extensive discussion was held regarding the compensation study’s recommended salary ranges, stipends, job duties, and the roles of Crook County Commissioners and other elected officials.

The Committee made the following recommendations to be presented to the Crook County Board of Commissioners:



**MOTION** to accept the recommendation of midpoint, 60<sup>th</sup> percentile, of \$114,067 effective July 1 for the two Commissioners, excepting the former Judge. Current compensation for former Judge Seth Crawford to remain the same through the end of this current elected term. Effective January 1 compensation being equal to the other Commissioners, stipends to remain the same. Motion seconded. Motion carried 3-0.

**MOTION** to recommend that the Board use Vance Jacobson's compensation study and for the compensation of the Treasurer, to recommend a Treasurer salary to be calculated as 10% of the midpoint of grade 127. Motion seconded. Motion carried 3-0.

**MOTION** to recommend leaving all stipends as-is and going to the 55<sup>th</sup> percentile of Vance Jacobson's study for the remaining elected officials: the DA, the Sheriff, the Assessor, the County Clerk, and the County Surveyor. Motion seconded. Motion carried 3-0.

**MOTION** to delegate authority to Bill Anderson to read the draft minutes and approve on behalf of the Committee. Motion seconded. Motion carried 2-1.

The Compensation Committee requested additional information on stipends for elected officials for next year's Compensation Committee meeting.

There being no further business, the Committee adjourned the meeting at 5:03pm.

Respectfully submitted,

Alex Solterbeck



## Agenda Item Request

**Date:**

*May 28, 2024*

**Meeting date desired:**

*June 5, 2024 – Regular Board of Commissioners Meeting – Discussion Item*

**Subject:**

*Public Budget Hearing – Order 2024-25 Adopting a Supplemental Budget for Crook County Fiscal Year 2023-2024*

**Background and policy implications:**

*This resolution proposes a supplemental budget for Crook County to accept revenue, change related appropriations, authorize appropriation transfer, and adjust expenditure budget appropriations for County funds for Fiscal Year 2023-2024*

**Budget/fiscal impacts:**

*Will not have needed appropriation authority for certain County funds through June 30, 2024 unless the supplemental budget is adopted*

**Requested by:**

*Jamie Berger*

*541-416-3807*

[\*jamie.berger@co.crook.or.us\*](mailto:jamie.berger@co.crook.or.us)

**Presenters:**

*Jamie Berger*

*Budget Analyst*

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

*NA*

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

*NA*

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

**IN THE MATTER OF** **ORDER # 2024-25**  
**A Resolution Adopting a Supplemental Budget for Fiscal Year 2023-24**

**WHEREAS,** This resolution proposes a supplemental budget for Crook County to accept revenue, change related appropriations, authorize appropriation transfer, and adjust expenditure budget appropriations for County funds for Fiscal Year 2023-24.

**WHEREAS,** This resolution is made in accordance with ORS 294.463(1) which provides that the County may transfer appropriations within funds, ORS 294.463(3) which provides that the County may transfer appropriations and an equal amount of budget resources between funds, ORS 294.471(1)(a) which provides that the County may make a supplemental budget for an occurrence or condition that is not ascertained when preparing the original budget for the current year that requires a change in financial planning, and ORS 294.471(1)(h) to reduce appropriation due to a reduction of available resources.

**Crooked River Watershed Fund (Fund 609)**

<b>Resources:</b>	<b>Adopted (Existing)</b>	<b>Changes</b>	<b>Adjusted</b>
Fund Balance	-	4,000	4,000
<b>Fund 609 Resources Total</b>	<b>-</b>	<b>4,000</b>	<b>4,000</b>
<b>Appropriations:</b>			
Transfers	-	4,000	4,000
<b>Fund 609 Appropriation Total</b>	<b>-</b>	<b>4,000</b>	<b>4,000</b>

Supplemental budget needed to add transfer appropriation to move resources out of Crooked River Watershed Fund that was closed as of June 30, 2023. The Fiscal Year 2023-24 budget document and process indicated this change would be occurring; however, the budget also needed appropriation for the transfer out of the closed fund. As planned and published in the Fiscal Year 2023-24 budget, these resources and activity are occurring in the General Fund.

**General Fund (Fund 101)**

<b>Resources:</b>	<b>Adopted (Existing)</b>	<b>Changes</b>	<b>Adjusted</b>
Beginning Fund Balance	4,853,000	(4,000)	4,849,000
REA Payment in Lieu of Taxes	72,000	98,000	170,000
Transient Room Tax	104,000	141,000	245,000
Intergovernmental - Federal	2,951,000	380,000	3,331,000
Intergovernmental - State	449,000	15,000	464,000
Transfers and Interfund	311,000	4,000	315,000
Other Adopted Resources	10,364,000	-	10,364,000
<b>Fund 101 Resources Total</b>	<b>19,104,000</b>	<b>634,000</b>	<b>19,738,000</b>
<b>Appropriations:</b>			
County Clerk	636,000	4,000	640,000
Human Resources	738,000	130,000	868,000
Natural Resources	61,000	5,000	66,000
Non Departmental	309,000	264,000	573,000
Special Payment	922,000	26,000	948,000
Transfers	1,061,000	239,000	1,300,000
Contingency	4,848,000	(34,000)	4,814,000
All Other Appropriations	10,529,000	-	10,529,000
<b>Fund 101 Appropriation Total</b>	<b>19,104,000</b>	<b>634,000</b>	<b>19,738,000</b>

To appropriate additional resources received year-to-date and fund additional activity in the departments of County Clerk, Human Resources, Natural Resources, Non Departmental, Transfers, and Special Payment. Fund Balance resource is reclassified as the transfer revenue from the closure of the Crooked River Watershed Fund. Transient Room Tax Revenue and Rural Electrification Administration (REA) payment in lieu of taxes budgeted to be received in the Sheriff's Office Fund were designated and required to be receipted in General Fund instead; amount is appropriated as a transfer out to the Sheriff's Office Fund. Special payment increase due to flow through payment to the Wolf Depredation Committee, from State revenue and transfer from contingency to return unused wolf depredation grant funds from 2022. Transfer from contingency to fund activity not covered by additional revenue.

**Sheriff's Office Fund (Fund 251)**

<b>Resources:</b>	<b>Adopted (Existing)</b>	<b>Changes</b>	<b>Adjusted</b>
REA Payment in Lieu of Taxes	98,000	(98,000)	-
Transient Room Tax	141,000	(141,000)	-
Transfers and Interfund	-	239,000	239,000
Other Adopted Resources	16,502,000	-	16,502,000
<b>Fund 251 Resources Total</b>	<b>16,741,000</b>	<b>-</b>	<b>16,741,000</b>

No change in appropriation, only the reclassification of revenue sources as a Transfer from General Fund instead of revenue receipted directly by Sheriff's Office Fund.

**Mental Health Fund (Fund 311)**

	<b>Adopted (Existing)</b>	<b>Changes</b>	<b>Adjusted</b>
<b>Resources:</b>			
Fund Balance	-	13,000	13,000
<b>Fund 311 Resources Total</b>	<b>-</b>	<b>13,000</b>	<b>13,000</b>
<b>Appropriations:</b>			
Transfers	-	13,000	13,000
<b>Fund 311 Appropriation Total</b>	<b>-</b>	<b>13,000</b>	<b>13,000</b>

Supplemental budget needed to add transfer appropriation to move resources out of Mental Health Fund that was closed as of June 30, 2023. The Fiscal Year 2023-24 budget document and process indicated this change would be occurring; however, the budget also needed appropriation for the transfer out of the closed fund. As planned and published in the Fiscal Year 2023-24 budget, these resources and activity are occurring in the Health and Human Services Fund.

**Health and Human Services Fund (Fund 301)**

	<b>Adopted (Existing)</b>	<b>Changes</b>	<b>Adjusted</b>
<b>Resources:</b>			
Beginning Fund Balance	3,816,000	(13,000)	3,803,000
Intergovernmental - State	4,457,000	143,000	4,600,000
Licenses, Permits & Fees	57,000	5,000	62,000
Transfers and Interfund	500,000	13,000	513,000
Other Adopted Resources	3,043,000	-	3,043,000
<b>Fund 301 Resources Total</b>	<b>11,873,000</b>	<b>148,000</b>	<b>12,021,000</b>
<b>Appropriations:</b>			
Environmental Health	141,000	5,000	146,000
Mental Health	4,457,000	143,000	4,600,000
All Other Appropriations	7,275,000	-	7,275,000
<b>Fund 301 Appropriation Total</b>	<b>11,873,000</b>	<b>148,000</b>	<b>12,021,000</b>

To appropriate additional resources received year-to-date and fund additional activity in Environmental Health. To appropriate additional pass-through resources received year-to-date and fund additional activity in Mental Health. Fund Balance resource is reclassified as the transfer revenue from the closure of the Mental Health Fund.

**Weed Control Fund (Fund 708)**

	<b>Adopted (Existing)</b>	<b>Changes</b>	<b>Adjusted</b>
<b>Appropriations:</b>			
Weed Control Operations	302,000	8,000	310,000
Contingency	120,000	(8,000)	112,000
<b>Fund 708 Appropriation Total</b>	<b>422,000</b>	<b>-</b>	<b>422,000</b>

Transfer from contingency to fund additional activity in Weed Control operations.

**Facilities Fund (Fund 709)**

	<b>Adopted (Existing)</b>	<b>Changes</b>	<b>Adjusted</b>
<b>Appropriations:</b>			
Debt Service	185,000	6,000	191,000
Contingency	936,000	(6,000)	930,000
Other Adopted Resources	2,030,000		2,030,000
<b>Fund 709 Appropriation Total</b>	<b>3,151,000</b>	<b>-</b>	<b>3,151,000</b>

Transfer from contingency to fund additional activity in Debt Service.

**Tourism Fund (Fund 390)**

	<b>Adopted (Existing)</b>	<b>Changes</b>	<b>Adjusted</b>
<b>Appropriations:</b>			
Materials and Services	5,000	8,000	13,000
Contingency	116,000	(8,000)	108,000
<b>Fund 390 Appropriation Total</b>	<b>121,000</b>	<b>-</b>	<b>121,000</b>

Transfer from contingency to fund additional activity in contract services.

**Title III Fund (Fund 313)**

	<b>Adopted (Existing)</b>	<b>Changes</b>	<b>Adjusted</b>
<b>Appropriations:</b>			
Materials & Services	705,000	(300,000)	405,000
Capital Outlay		300,000	300,000
<b>Fund 313 Appropriation Total</b>	<b>705,000</b>	<b>-</b>	<b>705,000</b>

Supplemental budget needed to add appropriation for capital outlay category, as well as to recategorize some appropriation from materials and services to capital outlay for Sheriff's Office Mobile Incident Command Post.

**Community Development Fund (Fund 212)**

	<b>Adopted (Existing)</b>	<b>Changes</b>	<b>Adjusted</b>
<b>Resources:</b>			
Licenses, Permits & Fees	70,000	5,000	75,000
Transfers and Interfund	-	150,000	150,000
Other Adopted Resources	14,788,000	-	14,788,000
<b>Fund 212 Resources Total</b>	<b>14,858,000</b>	<b>155,000</b>	<b>15,013,000</b>
<b>Appropriations:</b>			
Code Enforcement	149,000	5,000	154,000
Planning	938,000	150,000	1,088,000
All Other Appropriations	13,771,000		13,771,000
<b>Fund 212 Appropriation Total</b>	<b>14,858,000</b>	<b>155,000</b>	<b>15,013,000</b>

To appropriate additional resources received year-to-date and fund additional activity in Code Enforcement. To appropriate transfer resource from Road Fund (originally budgeted in the Capital Projects Fund) to fund activity in Planning for Transportation System Plan (TSP) update and Juniper Canyon access feasibility study.

**Capital Projects Fund (Fund 392)**

<b>Resources:</b>	<b>Adopted (Existing)</b>	<b>Changes</b>	<b>Adjusted</b>
Fund Balance	28,482,000	(2,569,000)	25,913,000
Intergovernmental - State	9,136,000	(9,136,000)	-
Intergovernmental - Local	-	35,000	35,000
Transfers and Interfund	150,000	8,350,000	8,500,000
Other Adopted Resources	330,000	137,000	467,000
<b>Fund 392 Resources Total</b>	<b>38,098,000</b>	<b>(3,183,000)</b>	<b>34,915,000</b>
<b>Appropriations:</b>			
Personnel	160,000	(128,000)	32,000
Materials & Services	529,000	-	529,000
Comm Dev Building	1,000,000	(1,000,000)	-
Courthouse	1,700,000	(1,640,000)	60,000
Juniper Canyon Access	150,000	(150,000)	-
Justice Center	28,300,000	5,994,000	34,294,000
Contingency	6,259,000	(6,259,000)	-
<b>Fund 392 Appropriation Total</b>	<b>38,098,000</b>	<b>(3,183,000)</b>	<b>34,915,000</b>

Supplemental budget to reduce appropriation due to a reduction of available resources from a timing issue while also recategorizing resources received in other categories. Transfer from Road Fund (\$150,000) is reduced, matched by a reduction of appropriation for the Juniper Canyon Access project, as activity will occur instead in the Community Development Fund. The delay in receiving anticipated intergovernmental funding from the state for the Justice Center capital project necessitates the transfer of \$8,500,000 from the Capital Asset Reserve Fund for cashflow purposes. The Justice Center requires additional appropriation transfer from contingency to finish construction in Fiscal Year 2023-24 because construction progress by the end of Fiscal Year 2022-23 was further behind than estimated in the budget process. Appropriations reduced for personnel, Comm Development building, and Courthouse due to delay in project activity.

**Capital Asset Reserve Fund (Fund 401)**

<b>Appropriations:</b>	<b>Adopted (Existing)</b>	<b>Changes</b>	<b>Adjusted</b>
Transfers	-	8,500,000	8,500,000
Contingency	8,804,000	(8,500,000)	304,000
<b>Fund 401 Appropriation Total</b>	<b>8,804,000</b>	<b>-</b>	<b>8,804,000</b>

Supplemental budget needed to add appropriation for transfer category, as well as to recategorize appropriation from contingency to transfers. The delay in receiving anticipated intergovernmental funding from the state for the Justice Center capital project necessitates the transfer of resources from the Capital Asset Reserve Fund to the Capital Projects Fund for cashflow purposes. The plan is to return resources to the Capital Asset Reserve once the Capital Projects Fund resources are received, anticipated in Fiscal Year 2024-25.

**NOW, THEREFORE BE IT RESOLVED** that the Crook County Board of Commissioners hereby adopts this Resolution for the purposes detailed above for the fiscal year ending June 30, 2024.

DATED this 5th day of June 2024.

CROOK COUNTY BOARD OF COMMISSIONERS:

---

SETH CRAWFORD, County Commissioner, Board Chair

---

SUSAN HERMRECK, County Commissioner

---

BRIAN BARNEY, County Commissioner



**Notice of Supplemental Budget Hearing**  
Oregon Department of Revenue

• Use for supplemental budget proposing a change in any fund’s expenditures by more than 10 percent.

A public hearing on a proposed supplemental budget for Crook County, for the current fiscal year, will be  
(District name)

held at 320 NE Court St, Prineville, OR 97754.  
(Location)

The hearing will take place on 6/5/2024 at 9:00  a.m.  p.m. The purpose  
(Date) (Time)

of the hearing is to discuss the supplemental budget with interested persons.

A copy of the supplemental budget document may be inspected or obtained on or after 5/28/2024 at  
(Date)

200 NE 2nd St, Prineville, OR 97754, between the hours of 8:00  a.m.  p.m. and 4:30  a.m.  p.m.  
(Location)

**SUMMARY OF PROPOSED BUDGET CHANGES**

AMOUNTS SHOWN ARE REVISED TOTALS IN THOSE FUNDS BEING MODIFIED

FUND: Crooked River Watershed Fund (Fund 609)

	Resource	Amount	Expenditure—indicate Org. unit / Prog. & Activity, and Object class.	Amount
1.	Fund Balance	\$ 4,000	1. Transfers Out	\$ 4,000
2.			2.	
3.			3.	
	<b>Revised Total Fund Resources</b>	<b>\$ 4,000</b>	<b>Revised Total Fund Requirements</b>	<b>\$ 4,000</b>

Explanation of changes:

The Crooked River Watershed Fund was closed as of June 30, 2023. The FY24 budget document and process indicated this change would be occurring; however, the budget also needed appropriation for the transfer out of the closed fund. As planned and published in the FY24 budget, these resources and future activity will occur in General Fund (Fund 101).

FUND: Mental Health Fund (Fund 311)

	Resource	Amount	Expenditure—indicate Org. unit / Prog. & Activity, and Object class.	Amount
1.	Fund Balance	\$ 13,000	1. Transfers Out	\$ 13,000
2.			2.	
3.			3.	
	<b>Revised Total Fund Resources</b>	<b>\$ 13,000</b>	<b>Revised Total Fund Requirements</b>	<b>\$ 13,000</b>

Explanation of changes:

The Mental Health Fund was closed as of June 30, 2023. The FY24 budget document and process indicated this change would be occurring; however, the budget also needed appropriation for the transfer out of the closed fund. As planned and published in the FY24 budget, these resources and future activity will occur in the Health and Human Services Fund (Fund 301).

**Notice of Supplemental Budget Hearing**  
Oregon Department of Revenue

• Use for supplemental budget proposing a change in any fund’s expenditures by more than 10 percent.

A public hearing on a proposed supplemental budget for Crook County, for the current fiscal year, will be  
(District name)

held at 320 NE Court St, Prineville, OR 97754.  
(Location)

The hearing will take place on 6/5/2024 at 9:00  a.m.  p.m. The purpose  
(Date) (Time)

of the hearing is to discuss the supplemental budget with interested persons.

A copy of the supplemental budget document may be inspected or obtained on or after 5/28/2024 at  
(Date)

200 NE 2nd St, Prineville, OR 97754, between the hours of 8:00  a.m.  p.m. and 4:30  a.m.  p.m.  
(Location)

**SUMMARY OF PROPOSED BUDGET CHANGES**  
AMOUNTS SHOWN ARE REVISED TOTALS IN THOSE FUNDS BEING MODIFIED

FUND: Title III Fund (Fund 313)

Resource	Amount	Expenditure—indicate Org. unit / Prog. & Activity, and Object class.	Amount
1.		1. <u>Materials and Services</u>	<u>-\$ 300,000</u>
2.		2. <u>Capital Outlay</u>	<u>\$ 300,000</u>
3.		3.	
<b>Revised Total Fund Resources</b>	<input type="text"/>	<b>Revised Total Fund Requirements</b>	<input type="text" value="\$ 705,000"/>

Explanation of changes:

Title III Funds have been approved for expenditure on capital investment in the Sheriffs Office mobile command outpost unit. This project was identified after the FY24 budget process where all of the fund resources were appropriated for use on materials and services. This supplemental budget moves the amount needed to the proper category of capital outlay for this project.

FUND: \_\_\_\_\_

Resource	Amount	Expenditure—indicate Org. unit / Prog. & Activity, and Object class.	Amount
1.		1.	
2.		2.	
3.		3.	
<b>Revised Total Fund Resources</b>	<input type="text"/>	<b>Revised Total Fund Requirements</b>	<input type="text"/>

Explanation of changes:

• Use for supplemental budget proposing a change in any fund’s expenditures by more than 10 percent.

A public hearing on a proposed supplemental budget for Crook County, for the current fiscal year, will be  
(District name)

held at 320 NE Court St, Prineville, OR 97754.  
(Location)

The hearing will take place on 6/5/2024 at 9:00  a.m.  p.m. The purpose  
(Date) (Time)

of the hearing is to discuss the supplemental budget with interested persons.

A copy of the supplemental budget document may be inspected or obtained on or after 5/28/2024 at  
(Date)

200 NE 2nd St, Prineville, OR 97754, between the hours of 8:00  a.m.  p.m. and 4:30  a.m.  p.m.  
(Location)

**SUMMARY OF PROPOSED BUDGET CHANGES**

AMOUNTS SHOWN ARE REVISED TOTALS IN THOSE FUNDS BEING MODIFIED

FUND: Capital Projects Fund (Fund 392)

Resource	Amount	Expenditure—indicate Org. unit / Prog. & Activity, and Object class.	Amount
1. Transfers and Interfund	\$ 8,350,000	1. Justice Center	\$ 5,994,000
2. Intergovernmental	-\$ 9,101,000	2. Contingency	-\$ 6,259,000
3. Fund balance, Misc	-\$ 2,432,000	3. Personnel, Materials & Srvc	-\$ 2,918,000
<b>Revised Total Fund Resources</b>	<b>\$ 34,915,000</b>	<b>Revised Total Fund Requirements</b>	<b>\$ 34,915,000</b>

Explanation of changes:

The delay in receiving anticipated intergovernmental funding from the state for the Justice Center capital project necessitates the transfer of resources from the Capital Asset Reserve Fund for cashflow purposes. The Justice Center requires more appropriation to finish construction in FY24 because less was completed by the end of FY23 than estimated in the budget process.

FUND: Capital Asset Reserve Fund (Fund 401)

Resource	Amount	Expenditure—indicate Org. unit / Prog. & Activity, and Object class.	Amount
1.		1. Transfers Out	\$ 8,500,000
2.		2. Contingency	-\$ 8,500,000
3.		3.	
<b>Revised Total Fund Resources</b>	<b>\$ 8,804,000</b>	<b>Revised Total Fund Requirements</b>	<b>\$ 8,804,000</b>

Explanation of changes:

The delay in receiving anticipated intergovernmental funding from the state for the Justice Center capital project necessitates the transfer of resources from the Capital Asset Reserve Fund (Fund 401) to the Capital Projects Fund (Fund 392) for cashflow purposes. The plan is to return resources to the Capital Asset Reserve once the Capital Projects Fund resources are received, anticipated in FY25.



## Agenda Item Request

**Date:**

*May 28, 2024*

**Meeting date desired:**

*June 5, 2024 – Regular Board of Commissioners Meeting – Discussion Item*

**Subject:**

*Public Budget Hearing – Order 2024-26 Adopting a Supplemental Budget for Crook County Historical Museum for Fiscal Year 2023-24*

**Background and policy implications:**

*This resolution proposes a supplemental budget to accept revenue, change related appropriations, authorize appropriation transfer, and adjust expenditure budget appropriations for the Crook County Historical Museum for Fiscal Year 2023-24*

**Budget/fiscal impacts:**

*This makes no change to the total budgeted spending authority of the Crook County Historical Museum for Fiscal Year 2023-24*

**Requested by:**

*Jamie Berger*

*541-416-3807*

[\*jamie.berger@co.crook.or.us\*](mailto:jamie.berger@co.crook.or.us)

**Presenters:**

*Jamie Berger*

*Budget Analyst*

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

*NA*

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

*NA*

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

**IN THE MATTER OF** **ORDER # 2024-26**  
**A Resolution Adopting a Supplemental Budget for Fiscal Year 2023-24**

**WHEREAS,** This resolution proposes a supplemental budget for Crook County to accept revenue, change related appropriations, authorize appropriation transfer, and adjust expenditure budget appropriations for the Crook County Historical Museum for Fiscal Year 2023-24.

**WHEREAS,** This resolution is made in accordance ORS 294.471(1)(a) which provides that the County may make a supplemental budget for an occurrence or condition that is not ascertained when preparing the original budget for the current year that requires a change in financial planning.

**Historical Building Reserve Fund (Fund 650)**

<b>Resources:</b>	<b>Adopted (Existing)</b>	<b>Changes</b>	<b>Adjusted</b>
Fund Balance	-	61,200	61,200
<b>Fund 650 Resources Total</b>	<b>-</b>	<b>61,200</b>	<b>61,200</b>
<b>Appropriations:</b>			
Transfers	-	61,200	61,200
<b>Fund 650 Appropriation Total</b>	<b>-</b>	<b>61,200</b>	<b>61,200</b>

Supplemental budget needed to add transfer appropriation to move resources out of the Historical Building Reserve Fund that was closed as of June 30, 2023. The Fiscal Year 2023-24 budget document and process indicated this change would be occurring; however, the budget also needed appropriation for the transfer out of the closed fund. As planned and published in the Fiscal Year 2023-24 budget, these resources and activity are occurring in the general operating Historical/Museum Fund.

**Historical/Museum Fund (Fund 616)**

<b>Resources:</b>	<b>Adopted (Existing)</b>	<b>Changes</b>	<b>Adjusted</b>
Beginning Fund Balance	190,000	(61,200)	128,800
Transfers and Interfund		61,200	61,200
Other Adopted Resources	454,000	-	454,000
<b>Fund 616 Resources Total</b>	<b>644,000</b>	<b>-</b>	<b>644,000</b>

Fund Balance resource is reclassified as the transfer revenue from the closure of the Historical Building Reserve Fund.

**NOW, THEREFORE BE IT RESOLVED** that the Crook County Board of Commissioners hereby adopts this Resolution for the purpose detailed above for the fiscal year ending June 30, 2024.

DATED this 5th day of June 2024.

CROOK COUNTY BOARD OF COMMISSIONERS:

---

SETH CRAWFORD, County Commissioner, Board Chair

---

SUSAN HERMRECK, County Commissioner

---

BRIAN BARNEY, County Commissioner

**Notice of Supplemental Budget Hearing**  
Oregon Department of Revenue

• Use for supplemental budget proposing a change in any fund’s expenditures by more than 10 percent.

A public hearing on a proposed supplemental budget for Crook County Historical Museum, for the current fiscal year, will be  
(District name)

held at 320 NE Court St, Prineville, OR 97754.  
(Location)

The hearing will take place on 6/5/2024 at 9:00  a.m.  p.m. The purpose  
(Date) (Time)

of the hearing is to discuss the supplemental budget with interested persons.

A copy of the supplemental budget document may be inspected or obtained on or after 5/28/2024 at  
(Date)

200 NE 2nd St, Prineville, OR 97754, between the hours of 8:00  a.m.  p.m. and 4:30  a.m.  p.m.  
(Location)

**SUMMARY OF PROPOSED BUDGET CHANGES**

AMOUNTS SHOWN ARE REVISED TOTALS IN THOSE FUNDS BEING MODIFIED

FUND: Historical Building Reserve Fund (Fund 650)

	Resource	Amount	Expenditure—indicate Org. unit / Prog. & Activity, and Object class.	Amount
1.	Fund Balance	\$ 61,200	1. Transfers Out	\$ 61,200
2.			2.	
3.			3.	
	<b>Revised Total Fund Resources</b>	\$ 61,200	<b>Revised Total Fund Requirements</b>	\$ 61,200

Explanation of changes:

The Historical Building Reserve Fund was closed as of June 30, 2023. The FY24 budget document and process indicated this change would be occurring; however, the budget also needed appropriation for the transfer out of the closed fund. As planned and published in the FY24 budget, these resources and future activity will occur in the Museum’s general operating fund, the Crook County Historical Fund (Fund 616).

FUND: \_\_\_\_\_

	Resource	Amount	Expenditure—indicate Org. unit / Prog. & Activity, and Object class.	Amount
1.			1.	
2.			2.	
3.			3.	
	<b>Revised Total Fund Resources</b>		<b>Revised Total Fund Requirements</b>	

Explanation of changes:



## Agenda Item Request

**Date:**

*May 28, 2024*

**Meeting date desired:**

*June 5, 2024 – Regular Board of Commissioners Meeting – Discussion Item*

**Subject:**

*Public Budget Hearing – Order 2024-27 Adopting a Supplemental Budget for the Crook County Agricultural Extension Service District for Fiscal Year 2023-24*

**Background and policy implications:**

*This resolution proposes a supplemental budget to accept revenue, change related appropriations, authorize appropriation transfer, and adjust expenditure budget appropriations for the Crook County Agricultural Extension Service District for Fiscal Year 2023-24*

**Budget/fiscal impacts:**

*This makes no change to the total budgeted spending authority of the Crook County Agricultural Extension Service District for Fiscal Year 2023-24*

**Requested by:**

*Jamie Berger*

*541-416-3807*

*[jamie.berger@co.crook.or.us](mailto:jamie.berger@co.crook.or.us)*

**Presenters:**

*Jamie Berger*

*Budget Analyst*

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

*NA*

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

*NA*



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

**IN THE MATTER OF** **ORDER # 2024-27**  
**A Resolution Adopting a Supplemental Budget for Fiscal Year 2023-24**

**WHEREAS,** This resolution proposes a supplemental budget for Crook County to accept revenue, change related appropriations, authorize appropriation transfer, and adjust expenditure budget appropriations for the Agricultural Extension Service District for Fiscal Year 2023-24.

**WHEREAS,** This resolution is made in accordance ORS 294.471(1)(a) which provides that the County may make a supplemental budget for an occurrence or condition that is not ascertained when preparing the original budget for the current year that requires a change in financial planning.

**Extension Capital Reserve - Building Maintenance (Fund 612)**

	<b>Adopted (Existing)</b>	<b>Changes</b>	<b>Adjusted</b>
<b>Resources:</b>			
Fund Balance	-	30,000	30,000
<b>Fund 612 Resources Total</b>	-	<b>30,000</b>	<b>30,000</b>
<b>Appropriations:</b>			
Transfers	-	30,000	30,000
<b>Fund 612 Appropriation Total</b>	-	<b>30,000</b>	<b>30,000</b>

Supplemental budget needed to add transfer appropriation to move resources out of the Extension Capital Reserve for Building Maintenance Fund that was closed as of June 30, 2023. The Fiscal Year 2023-24 budget document and process indicated this change would be occurring; however, the budget also needed appropriation for the transfer out of the closed fund. As planned and published in the Fiscal Year 2023-24 budget, these resources and activity are occurring in the general operating Agricultural Extension Service District General Fund.

**Extension Capital Reserve - Vehicle Reserve (Fund 660)**

	<b>Adopted (Existing)</b>	<b>Changes</b>	<b>Adjusted</b>
<b>Resources:</b>			
Fund Balance	-	73,000	73,000
<b>Fund 660 Resources Total</b>	-	<b>73,000</b>	<b>73,000</b>
<b>Appropriations:</b>			
Transfers	-	73,000	73,000
<b>Fund 660 Appropriation Total</b>	-	<b>73,000</b>	<b>73,000</b>

Supplemental budget needed to add transfer appropriation to move resources out of the Extension Capital Reserve for Vehicles Fund that was closed as of June 30, 2023. The Fiscal

Year 2023-24 budget document and process indicated this change would be occurring; however, the budget also needed appropriation for the transfer out of the closed fund. As planned and published in the Fiscal Year 2023-24 budget, these resources and activity are occurring in the general operating Agricultural Extension Service District General Fund.

**Agricultural Extension Service District General Fund (Fund 610)**

---

<b>Resources:</b>	<b>Adopted (Existing)</b>	<b>Changes</b>	<b>Adjusted</b>
Beginning Fund Balance	318,000	(103,000)	215,000
Transfers and Interfund		103,000	103,000
Other Adopted Resources	482,000	-	482,000
<b>Fund 610 Resources Total</b>	<b>800,000</b>	<b>-</b>	<b>800,000</b>

Fund Balance resource is reclassified as the transfer revenue from the closure of the Extension Capital Reserve for Building Maintenance Fund and Extension Capital Reserve for Vehicles Fund.

**NOW, THEREFORE BE IT RESOLVED** that the Crook County Board of Commissioners hereby adopts this Resolution for the purpose detailed above for the fiscal year ending June 30, 2024.

DATED this 5th day of June 2024.

CROOK COUNTY BOARD OF COMMISSIONERS:

\_\_\_\_\_  
 SETH CRAWFORD, County Commissioner, Board Chair

\_\_\_\_\_  
 SUSAN HERMRECK, County Commissioner

\_\_\_\_\_  
 BRIAN BARNEY, County Commissioner

**Notice of Supplemental Budget Hearing**  
Oregon Department of Revenue

• Use for supplemental budget proposing a change in any fund's expenditures by more than 10 percent.

A public hearing on a proposed supplemental budget for Crook County Ag Extension, for the current fiscal year, will be  
(District name)

held at 320 NE Court St, Prineville, OR 97754.  
(Location)

The hearing will take place on 6/5/2024 at 9:00  a.m.  p.m. The purpose  
(Date) (Time)

of the hearing is to discuss the supplemental budget with interested persons.

A copy of the supplemental budget document may be inspected or obtained on or after 5/28/2024 at  
(Date)

200 NE 2nd St, Prineville, OR 97754, between the hours of 8:00  a.m.  p.m. and 4:30  a.m.  p.m.  
(Location)

**SUMMARY OF PROPOSED BUDGET CHANGES**

AMOUNTS SHOWN ARE REVISED TOTALS IN THOSE FUNDS BEING MODIFIED

FUND: Extension Capital Reserve - Building Maintenance (Fund 612)

	Resource	Amount	Expenditure—indicate Org. unit / Prog. & Activity, and Object class.	Amount
1.	Fund Balance	\$ 30,000	1. Transfers Out	\$ 30,000
2.			2.	
3.			3.	
	<b>Revised Total Fund Resources</b>	<b>\$ 30,000</b>	<b>Revised Total Fund Requirements</b>	<b>\$ 30,000</b>

Explanation of changes:

The Extension Capital Reserve - Building Maintenance Fund was closed as of June 30, 2023. The FY24 budget documentation indicated this change would be occurring; however, the budget also needed appropriation for the transfer out of the closed fund. As planned and published in the FY24 budget, these resources and future activity will occur in the Extension's General Operating Fund (Fund 610).

FUND: Extension Capital Reserve - Vehicle Reserve (Fund 660)

	Resource	Amount	Expenditure—indicate Org. unit / Prog. & Activity, and Object class.	Amount
1.	Fund Balance	\$ 73,000	1. Transfers Out	\$ 73,000
2.			2.	
3.			3.	
	<b>Revised Total Fund Resources</b>	<b>\$ 73,000</b>	<b>Revised Total Fund Requirements</b>	<b>\$ 73,000</b>

Explanation of changes:

The Extension Capital Reserve - Vehicle Reserve Fund was closed as of June 30, 2023. The FY24 budget documentation indicated this change would be occurring; however, the budget also needed appropriation for the transfer out of the closed fund. As planned and published in the FY24 budget, these resources and future activity will occur in the Extension's General Operating Fund (Fund 610).



## Agenda Item Request

**Date:**

*May 28, 2024*

**Meeting date desired:**

*June 5, 2024 – Regular Board of Commissioners Meeting – Discussion Item*

**Subject:**

*Public Budget Hearing – Order 2024-28 Adopting Crook County budget for fiscal year 2024-2025*

**Background and policy implications:**

*County Board of Commissioners adoption of Crook County budget for fiscal year 2024-2025, beginning July 1, 2024, making appropriations, and imposing and categorizing ad valorem taxes*

**Budget/fiscal impacts:**

*Will not have spending authority on July 1 unless budget is adopted*

**Requested by:**

*Jamie Berger*

*541-416-3807*

[\*jamie.berger@co.crook.or.us\*](mailto:jamie.berger@co.crook.or.us)

**Presenters:**

*Jamie Berger*

*Budget Analyst*

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

*NA*

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

*NA*

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

**IN THE MATTER OF**

**ORDER # 2024-28**

Adopting the Crook County fiscal year 2024-2025 budget, beginning July 1, 2024, making appropriations, and imposing and categorizing ad valorem taxes.

**BE IT SO ORDERED** that the Crook County Board of Commissioners hereby adopts the budget for Crook County for the fiscal year beginning July 1, 2024 in the total amount of \$140,502,000, including \$114,230,000 in appropriations and \$26,272,000 in reserved funds, and makes the following appropriations:

<b>Fund</b>	<b>Approved Budget</b>	<b>Adjustments</b>	<b>Adopted Budget</b>
<b>General Fund</b>			
Administration & Board of Commissioners	\$ 1,287,000	-	\$ 1,287,000
Assessor's Office	1,388,000	-	1,388,000
County Clerk	656,000	-	656,000
District Attorney	2,756,000	-	2,756,000
Finance	1,762,000	-	1,762,000
Human Resources	801,000	-	801,000
IT/GIS	2,245,000	-	2,245,000
Juvenile	1,309,000	-	1,309,000
Legal Counsel	620,000	-	620,000
Natural Resources	70,000	-	70,000
Non-Departmental	418,000	-	418,000
Special Payments	942,000	-	942,000
Transfers	948,000	-	948,000
Contingency	8,133,000	-	8,133,000
<b>Total</b>	<b>\$ 23,335,000</b>	<b>-</b>	<b>\$ 23,335,000</b>
<b>Road Fund</b>			
Road Operations	\$ 5,765,000	-	\$ 5,765,000
Transfers	60,000	-	60,000
Contingency	1,000,000	-	1,000,000
<b>Total</b>	<b>\$ 6,825,000</b>	<b>-</b>	<b>\$ 6,825,000</b>

<b>Fund</b>	<b>Approved Budget</b>	<b>Adjustments</b>	<b>Adopted Budget</b>
<b>Sheriff's Office Fund</b>			
Sheriff's Office	\$ 6,717,000	-	\$ 6,717,000
Jail	5,768,000	-	5,768,000
Emergency & Special Services	477,000	-	477,000
Parole & Probation	2,313,000	-	2,313,000
Contingency	1,696,000	-	1,696,000
<b>Total</b>	<b>\$ 16,971,000</b>	<b>-</b>	<b>\$ 16,971,000</b>
<b>Community Development Fund</b>			
Building	\$ 2,508,000	-	\$ 2,508,000
Code Enforcement	154,000	-	154,000
Electrical	503,000	-	503,000
On-Site	291,000	-	291,000
Planning	790,000	-	790,000
Contingency	750,000	-	750,000
<b>Total</b>	<b>\$ 4,996,000</b>	<b>-</b>	<b>\$ 4,996,000</b>
<b>Health and Human Services Fund</b>			
Public Health	\$ 3,423,000	-	\$ 3,423,000
Environmental Health	194,000	-	194,000
Mental Health	4,677,000	-	4,677,000
Contingency	1,212,000	-	1,212,000
<b>Total</b>	<b>\$ 9,506,000</b>	<b>-</b>	<b>\$ 9,506,000</b>
<b>Library Fund</b>			
Library Operations	\$ 1,776,000	-	\$ 1,776,000
Contingency	956,000	-	956,000
<b>Total</b>	<b>\$ 2,732,000</b>	<b>-</b>	<b>\$ 2,732,000</b>
<b>Veterans Services Fund</b>			
Veterans Services Operations	\$ 277,000	-	\$ 277,000
Contingency	185,000	-	185,000
<b>Total</b>	<b>\$ 462,000</b>	<b>-</b>	<b>\$ 462,000</b>
<b>Clerk Special Revenue Fund</b>			
Notary	\$ 35,000	-	\$ 35,000
Recording	101,000	-	101,000
Archive	78,000	-	78,000
<b>Total</b>	<b>\$ 214,000</b>	<b>-</b>	<b>\$ 214,000</b>
<b>Community College Education Center Fund</b>			
Special Payment	\$ 90,000	-	\$ 90,000
Contingency	257,000	-	257,000
<b>Total</b>	<b>\$ 347,000</b>	<b>-</b>	<b>\$ 347,000</b>

Fund	Approved Budget	Adjustments	Adopted Budget
Crook County School Fund			
Special Payment	\$ 476,000	-	\$ 476,000
Total	\$ 476,000	-	\$ 476,000
Risk Management Fund			
Materials & Services	\$ 150,000	-	\$ 150,000
Contingency	102,000	-	102,000
Total	\$ 252,000	-	\$ 252,000
Special Transportation Fund			
Materials & Services	\$ 861,000	-	\$ 861,000
Total	\$ 861,000	-	\$ 861,000
Surveyor Fund			
Materials & Services	\$ 87,000	-	\$ 87,000
Contingency	182,000	-	182,000
Total	\$ 269,000	-	\$ 269,000
Taylor Grazing Fund			
Materials & Services	\$ 46,000	-	\$ 46,000
Total	\$ 46,000	-	\$ 46,000
Title III Fund			
Materials & Services	\$ 317,000	-	\$ 317,000
Total	\$ 317,000	-	\$ 317,000
Tourism Fund			
Materials & Services	\$ 31,000	-	\$ 31,000
Contingency	111,000	-	111,000
Total	\$ 142,000	-	\$ 142,000
Video Lottery Fund			
Materials & Services	\$ 75,000	-	\$ 75,000
Transfers	212,000	-	212,000
Contingency	149,000	-	149,000
Total	\$ 436,000	-	\$ 436,000
Capital Asset Reserve Fund			
Transfers	\$ 120,000	-	\$ 120,000
Contingency	9,546,000	-	9,546,000
Total	\$ 9,666,000	-	\$ 9,666,000
Capital Projects Fund			
Materials & Services	\$ 284,000	-	\$ 284,000
Courthouse	3,700,000	-	3,700,000
Justice Center	1,570,000	-	1,570,000
Transfers	8,500,000	-	8,500,000
Contingency	2,032,000	-	2,032,000
Total	\$ 16,086,000	-	\$ 16,086,000

Fund	Approved Budget	Adjustments	Adopted Budget
Debt Service Fund			
Debt Service	\$ 611,000	-	\$ 611,000
Total	\$ 611,000	-	\$ 611,000
Fairgrounds Fund			
Fairgrounds Operations	\$ 2,295,000	-	\$ 2,295,000
Contingency	359,000	-	359,000
Total	\$ 2,654,000	-	\$ 2,654,000
Landfill Fund			
Landfill Operations	\$ 2,726,000	-	\$ 2,726,000
Contingency	1,129,000	-	1,129,000
Total	\$ 3,855,000	-	\$ 3,855,000
Weed Control Fund			
Weed Control Operations	\$ 223,000	-	\$ 223,000
Contingency	196,000	-	196,000
Total	\$ 419,000	-	\$ 419,000
Airport Fund			
Airport Operations	\$ 6,219,000	-	\$ 6,219,000
Debt Service	413,000	-	413,000
Contingency	1,801,000	-	1,801,000
Total	\$ 8,433,000	-	\$ 8,433,000
Facilities Internal Service Fund			
Facilities Operations	\$ 2,776,000	-	\$ 2,776,000
Debt Service	206,000	-	206,000
Contingency	1,337,000	-	1,337,000
Total	\$ 4,319,000	-	\$ 4,319,000
<b>Total Appropriations for all funds</b>	<b>\$ 114,230,000</b>	<b>-</b>	<b>\$ 114,230,000</b>
Reserved for Future Expenditure			
Road Fund	\$ 13,510,000	-	\$ 13,510,000
Community Development Fund	7,762,000	-	7,762,000
Landfill Fund	5,000,000	-	5,000,000
Total Reserved for Future Expenditure	\$ 26,272,000	-	\$ 26,272,000
<b>Total Requirements</b>	<b>\$ 140,502,000</b>	<b>-</b>	<b>\$ 140,502,000</b>

**Imposing Ad Valorem Property Taxes**

BE IT SO ORDERED that the Crook County Board of Commissioners hereby imposes the taxes provided for in the adopted budget at the rate of \$3.8702 per \$1,000 of assessed value for the County's permanent rate tax; and in the amount of \$619,000 for debt service on general obligation bonds.



**Categorizing the Taxes**

The taxes imposed are hereby categorized for the purposes of Article XI section 11b as follows for fiscal year 2024-2025:

Subject to the General Government Limitation	Excluded from Limitation
Permanent Rate Tax ..... \$3.8702 / \$1,000	General Obligation Bond Debt Service .. \$619,000

The above Order is hereby approved, SIGNED and SEALED on this 5<sup>th</sup> day of June 2024.

CROOK COUNTY BOARD OF COMMISSIONERS:

---

SETH CRAWFORD, County Commissioner, Board Chair

---

SUSAN HERMRECK, County Commissioner

---

BRIAN BARNEY, County Commissioner

A public meeting of the Crook County Board of Commissioners will be held on June 5, 2024 at 9:00 a.m. at the Crook County Courthouse Annex, 320 NE Court Street, Prineville, Oregon. The purpose of this meeting is to discuss the budget for the fiscal year beginning July 1, 2024 as approved by the Crook County Budget Committee. A summary of the budget is presented below. A copy of the budget may be inspected or obtained at Crook County Finance Department, 200 NE 2nd Street, Prineville, Oregon, between the hours of 8 a.m. and 4:30 p.m. or online at co.crook.or.us. This budget is for an annual budget period. This budget was prepared on a basis of accounting that is the same as the preceding year.

Contact: Christina Haron Telephone: 541-447-6554 Email: christina.haron@crookcountyor.gov

FINANCIAL SUMMARY - RESOURCES			
TOTAL OF ALL FUNDS	Actual Amount 2022-23	Adopted Budget This Year 2023-24	Approved Budget Next Year 2024-25
Beginning Fund Balance/Net Working Capital	96,682,240	85,968,000	53,940,000
Fees, Licenses, Permits, Fines, Assessments & Other Service Charges	7,089,713	8,180,000	7,638,000
Federal, State & all Other Grants, Gifts, Allocations & Donations	30,366,312	33,432,000	42,314,000
Revenue from Bonds and Other Debt	0	0	0
Interfund Transfers / Internal Service Reimbursements	7,178,869	8,869,000	17,435,000
All Other Resources Except Current Year Property Taxes	11,242,081	6,768,000	6,733,000
Current Year Property Taxes Estimated to be Received	11,014,710	11,389,000	12,442,000
<b>Total Resources</b>	<b>163,573,924</b>	<b>154,606,000</b>	<b>140,502,000</b>

FINANCIAL SUMMARY - REQUIREMENTS BY OBJECT CLASSIFICATION			
Personnel Services	21,735,326	28,182,000	29,220,000
Materials and Services	16,501,943	22,320,000	23,371,000
Capital Outlay	18,685,391	34,011,000	10,529,000
Debt Service	1,419,689	1,194,000	1,230,000
Interfund Transfers	6,983,183	8,656,000	17,239,000
Contingencies	0	31,471,000	31,133,000
Special Payments	11,339,565	1,467,000	1,508,000
Unappropriated Ending Balance and Reserved for Future Expenditure	0	27,305,000	26,272,000
<b>Total Requirements</b>	<b>76,665,097</b>	<b>154,606,000</b>	<b>140,502,000</b>

FINANCIAL SUMMARY - REQUIREMENTS AND FULL-TIME EQUIVALENT EMPLOYEES (FTE) BY ORGANIZATIONAL UNIT OR PROGRAM *			
Name of Organizational Unit or Program FTE for that unit or program			
Administration & Board of Commissioners (Formerly County Court)	930,048	1,114,000	1,287,000
FTE	3.00	4.00	6.00
Assessor's Office	1,054,897	1,198,000	1,388,000
FTE	8.00	8.00	8.80
County Clerk	538,649	636,000	656,000
FTE	3.92	3.97	3.97
District Attorney (includes Victims Assistance)	1,906,113	2,511,000	2,756,000
FTE	14.75	16.65	16.65
Finance	1,213,102	1,746,000	1,762,000
FTE	6.60	7.10	7.10
Human Resources	513,277	738,000	801,000
FTE	2.75	3.00	3.00
IT (includes GIS starting FY24)	1,090,530	2,231,000	2,245,000
FTE	4.00	8.00	8.00
GIS	252,438	0	0
FTE	2.00	0.00	0.00
Juvenile	1,034,901	1,158,000	1,309,000
FTE	8.70	8.14	8.65
Legal Counsel	521,845	571,000	620,000
FTE	3.00	3.00	3.00
Natural Resources	60,274	61,000	70,000
FTE	0.50	0.50	0.55
Non-Departmental	240,894	309,000	418,000
FTE	0.00	1.00	1.00
Road	5,225,075	5,503,000	5,765,000
FTE	20.00	20.00	20.20
Sheriff's Office	11,898,768	14,509,000	15,275,000
FTE	68.90	72.35	74.25
Community Development	3,531,944	5,110,000	4,246,000
FTE	31.65	32.95	24.70
Health and Human Services	3,007,466	8,776,000	8,294,000
FTE	26.80	28.98	26.08
Library (includes Law Library starting FY24)	1,414,385	1,642,000	1,776,000
FTE	9.72	10.56	11.10
Law Library	25,467	0	
FTE	0.04	0.00	

Veterans	258,967	280,000	277,000
FTE	2.50	2.00	2.10
Special Transportation	127,351	800,000	861,000
FTE	0.00	0.00	0.00
Clerk Special Revenue	26,069	218,000	214,000
FTE	0.18	0.18	0.18
Video Lottery	112,492	102,000	75,000
FTE	0.00	0.00	0.00
Risk Management	0	152,000	150,000
FTE	0.00	0.00	0.00
Surveyor	72,764	116,000	87,000
FTE	0.00	0.00	0.00
Taylor Grazing	737	37,000	46,000
FTE	0.00	0.00	0.00
Tourism	5,000	5,000	31,000
FTE	0.00	0.00	0.00
Title III	37,000	705,000	317,000
FTE	0.00	0.00	0.00
Capital Asset Reserve	2,500,000	0	0
FTE	0.00	0.00	0.00
Capital Projects (formerly Justice Center Capital Project)	0	31,839,000	5,554,000
FTE	0.00	1.00	0.00
Justice Center Capital Project	14,063,563	0	0
FTE	1.00	0.00	0.00
Fairgrounds	2,215,137	2,786,000	2,295,000
FTE	4.70	5.35	5.50
Landfill	2,031,479	2,425,000	2,726,000
FTE	10.00	10.00	9.00
Weed Control	224,289	302,000	223,000
FTE	1.00	1.33	1.00
Airport Capital Projects and Operations	537,765	1,884,000	6,219,000
FTE	0.00	0.00	0.00
Facilities	1,706,733	2,030,000	2,776,000
FTE	5.50	5.00	6.00
Mental Health	4,177,796	0	0
FTE	0.00	0.00	0.00
Crooked River Watershed	106,926	0	0
FTE	1.00	0.00	0.00
Not Allocated to Organizational Unit or Program	14,000,954	63,112,000	69,983,000
FTE	0.00	0.00	0.00
<b>Total Requirements</b>	<b>76,665,097</b>	<b>154,606,000</b>	<b>140,502,000</b>
<b>Total FTE</b>	<b>240.20</b>	<b>253.06</b>	<b>246.83</b>

STATEMENT OF CHANGES IN ACTIVITIES and SOURCES OF FINANCING *	
No changes in activities or sources of financing are planned for the 2024-2025 budget year.	

PROPERTY TAX LEVIES			
	Rate or Amount Imposed 2022-23	Rate or Amount Imposed This Year 2023-24	Rate or Amount Approved Next Year 2024-25
Permanent Rate Levy (rate limit \$3.8702 per \$1,000)	3.8702	3.8702	3.8702
Local Option Levy			
Levy For General Obligation Bonds	571,000	632,000	619,000

STATEMENT OF INDEBTEDNESS		
LONG TERM DEBT	Estimated Debt Outstanding on July 1.	Estimated Debt Authorized, But Not Incurred on July 1
General Obligation Bonds	\$43,123,310	
Other Bonds	\$8,805,000	
Other Borrowings	\$380,000	
<b>Total</b>	<b>\$52,308,310</b>	

\* If more space is needed to complete any section of this form, insert lines (rows) on this sheet. You may delete blank lines.



## Agenda Item Request

**Date:**

*May 28, 2024*

**Meeting date desired:**

*June 5, 2024 – Regular Board of Commissioners Meeting – Discussion Item*

**Subject:**

*Public Budget Hearing – Order 2024-29 Adopting Crook County Road Agency budget for fiscal year 2024-2025*

**Background and policy implications:**

*County Board of Commissioners adoption of Crook County Road Agency budget for fiscal year 2024-2025, beginning July 1, 2024, and making appropriations*

**Budget/fiscal impacts:**

*Will not have spending authority on July 1 unless budget is adopted*

**Requested by:**

*Jamie Berger*                      541-416-3807                      [jamie.berger@co.crook.or.us](mailto:jamie.berger@co.crook.or.us)

**Presenters:**

*Jamie Berger*                      *Budget Analyst*

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

*NA*

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

*NA*

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

**IN THE MATTER OF**

**ORDER # 2024-29**

Adopting the Crook County Road Agency Fiscal Year 2024-2025 budget, beginning July 1, 2024, and making appropriations.

**WHEREAS**, The budget was approved by the Budget Committee in the total amount of \$1,649,000.

**BE IT SO ORDERED** that the Crook County Board of Commissioners hereby adopts the budget for the fiscal year beginning July 1, 2024 in the total amount of \$1,649,000, making the following appropriations:

<b>Crook County Road Agency Fund</b>	<b>Approved Budget</b>	<b>Adjustments</b>	<b>Adopted Budget</b>
Materials and Services	\$ 3,000	-	\$ 3,000
Special Payment	846,000	-	846,000
Contingency	800,000	-	800,000
Total Requirements	\$1,649,000	-	\$1,649,000
 Total Appropriations	 \$1,649,000	 -	 \$1,649,000
Total Reserved	-	-	-
Total Requirements	\$1,649,000	-	\$1,649,000

The above Order is hereby approved, SIGNED and SEALED on this 5<sup>th</sup> day of June 2024.

CROOK COUNTY BOARD OF COMMISSIONERS:

\_\_\_\_\_  
SETH CRAWFORD, County Commissioner, Board Chair

\_\_\_\_\_  
SUSAN HERMRECK, County Commissioner

\_\_\_\_\_  
BRIAN BARNEY, County Commissioner

A public meeting of the Crook County Board of Commissioners will be held on June 5, 2024 at 9:00 a.m. at the Crook County Courthouse Annex, 320 NE Court Street, Prineville, Oregon. The purpose of this meeting is to discuss the budget for the Crook County Road Agency fiscal year beginning July 1, 2024 as approved by the Budget Committee. A summary of the budget is presented below. A copy of the budget may be inspected or obtained at Crook County Finance Department, 200 NE 2nd Street, Prineville, Oregon, between the hours of 8 a.m. and 4:30 p.m. or online at co.crook.or.us. This budget is for an annual budget period. This budget was prepared on a modified accrual basis of accounting.

Contact: Christina Haron

Telephone: 541-447-6554

Email: christina.haron@crookcountyor.gov

FINANCIAL SUMMARY - RESOURCES			
TOTAL OF ALL FUNDS	Actual Amount 2022-23	Adopted Budget This Year 2023-24	Approved Budget Next Year 2024-25
Beginning Fund Balance/Net Working Capital	0	885,000	829,000
Fees, Licenses, Permits, Fines, Assessments & Other Service Charges	0	0	0
Federal, State & all Other Grants, Gifts, Allocations & Donations	884,924	750,000	800,000
Revenue from Bonds and Other Debt	0	0	0
Interfund Transfers / Internal Service Reimbursements	0	0	0
All Other Resources Except Current Year Property Taxes	0	2,000	20,000
Current Year Property Taxes Estimated to be Received	0	0	0
<b>Total Resources</b>	<b>884,924</b>	<b>1,637,000</b>	<b>1,649,000</b>

FINANCIAL SUMMARY - REQUIREMENTS BY OBJECT CLASSIFICATION			
Personnel Services	0	0	0
Materials and Services	0	2,000	3,000
Capital Outlay	0	0	0
Debt Service	0	0	0
Interfund Transfers	0	0	0
Contingencies	0	750,000	800,000
Special Payments	0	885,000	846,000
Unappropriated Ending Balance and Reserved for Future Expenditure	0	0	0
<b>Total Requirements</b>	<b>0</b>	<b>1,637,000</b>	<b>1,649,000</b>

FINANCIAL SUMMARY - REQUIREMENTS AND FULL-TIME EQUIVALENT EMPLOYEES (FTE) BY ORGANIZATIONAL UNIT OR PROGRAM *			
Name of Organizational Unit or Program FTE for that unit or program			
Crook County Road Agency	0	2,000	3,000
FTE	0	0	0
Not Allocated to Organizational Unit or Program	884,924	1,635,000	1,646,000
FTE	0	0	0
<b>Total Requirements</b>	<b>884,924</b>	<b>1,637,000</b>	<b>1,649,000</b>
<b>Total FTE</b>	<b>0.0</b>	<b>0.0</b>	<b>0.0</b>

**STATEMENT OF CHANGES IN ACTIVITIES and SOURCES OF FINANCING \***  
 This Road Agency was created in fiscal year 2023, and the fiscal year 2023-24 records the first financial activity of this new entity.

PROPERTY TAX LEVIES			
	Rate or Amount Imposed 2022-23	Rate or Amount Imposed This Year 2023-24	Rate or Amount Approved Next Year 2024-25
Permanent Rate Levy (rate limit _____ per \$1,000)			
Local Option Levy			
Levy For General Obligation Bonds			

STATEMENT OF INDEBTEDNESS		
LONG TERM DEBT	Estimated Debt Outstanding on July 1.	Estimated Debt Authorized, But Not Incurred on July 1
General Obligation Bonds		
Other Bonds		
Other Borrowings		
<b>Total</b>		

\* If more space is needed to complete any section of this form, insert lines (rows) on this sheet. You may delete blank lines.



## Agenda Item Request

**Date:**

*May 28, 2024*

**Meeting date desired:**

*June 5, 2024 – Regular Board of Commissioners Meeting – Discussion Item*

**Subject:**

*Public Budget Hearing – Order 2024-30 Adopting Crook County Historical Museum Fund budget for fiscal year 2024-2025*

**Background and policy implications:**

*County Board of Commissioners adoption of Crook County Historical Museum budget for fiscal year 2024-2025, beginning July 1, 2024, making appropriations, and imposing and categorizing ad valorem taxes*

**Budget/fiscal impacts:**

*Will not have spending authority on July 1 unless budget is adopted*

**Requested by:**

*Jamie Berger*

*541-416-3807*

*[jamie.berger@co.crook.or.us](mailto:jamie.berger@co.crook.or.us)*

**Presenters:**

*Jamie Berger*

*Budget Analyst*

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

*NA*

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

*NA*

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

**IN THE MATTER OF**

**ORDER # 2024-30**

Adopting the Crook County Historical Museum Fund fiscal year 2024-2025 budget, beginning July 1, 2024, making appropriations, and imposing and categorizing ad valorem taxes.

**BE IT SO ORDERED** that the Crook County Board of Commissioners hereby adopts the budget for the Crook County Historical Fund for the fiscal year beginning July 1, 2024 in the total amount of \$734,000, making the following appropriations:

Fund	Approved Budget	Adjustments	Adopted Budget
Museum Operating Fund			
Museum Operations	\$ 532,000	-	\$ 532,000
Contingency	202,000	-	202,000
Total Requirements	\$ 734,000	-	\$ 734,000
Total Appropriations	\$ 734,000	-	\$ 734,000
Total Reserved	-	-	-
Total Requirements	\$ 734,000	-	\$ 734,000

**Imposing Ad Valorem Property Taxes**

BE IT SO ORDERED that the Crook County Court hereby imposes the taxes provided for in the adopted budget at the rate of \$0.0600 per \$1,000 of assessed value for the Crook County Historical Fund/Bowman Museum local option levy rate tax.

**Categorizing the Taxes**

The taxes imposed are hereby categorized for the purposes of Article XI section 11b as follows for fiscal year 2024-2025:

Subject to the General Government Limitation	Excluded from Limitation
Local Option Rate Tax ... ..\$0.0600 / \$1,000	N/A

The above Order is hereby approved, SIGNED and SEALED on this 5<sup>th</sup> day of June 2024.

CROOK COUNTY BOARD OF COMMISSIONERS:

\_\_\_\_\_  
SETH CRAWFORD, County Commissioner, Board Chair

\_\_\_\_\_  
SUSAN HERMRECK, County Commissioner

\_\_\_\_\_  
BRIAN BARNEY, County Commissioner



A public meeting of the Crook County Board of Commissioners will be held on June 5, 2024 at 9:00 a.m. at the Crook County Courthouse Annex, 320 NE Court Street, Prineville, Oregon. The purpose of this meeting is to discuss the budget for the Crook County Historical Fund fiscal year beginning July 1, 2024 as approved by the Crook County Historical Fund Budget Committee. A summary of the budget is presented below. A copy of the budget may be inspected or obtained at Crook County Finance Department, 200 NE 2nd Street, Prineville, Oregon, between the hours of 8 a.m. and 4:30 p.m. or online at co.crook.or.us. This budget is for an annual budget period. This budget was prepared on a basis of accounting that is the same as the preceding year.

Contact: Christina Haron

Telephone: 541-447-6554

Email: christina.haron@crookcountyor.gov

FINANCIAL SUMMARY - RESOURCES			
TOTAL OF ALL FUNDS	Actual Amount 2022-23	Adopted Budget This Year 2023-24	Approved Budget Next Year 2024-25
Beginning Fund Balance/Net Working Capital	228,825	190,000	217,000
Fees, Licenses, Permits, Fines, Assessments & Other Service Charges	0	0	0
Federal, State & all Other Grants, Gifts, Allocations & Donations	0	0	15,000
Revenue from Bonds and Other Debt	0	0	0
Interfund Transfers / Internal Service Reimbursements	0	0	0
All Other Resources Except Current Year Property Taxes	137,268	94,000	122,000
Current Year Property Taxes Estimated to be Received	314,035	360,000	380,000
<b>Total Resources</b>	<b>680,127</b>	<b>644,000</b>	<b>734,000</b>

FINANCIAL SUMMARY - REQUIREMENTS BY OBJECT CLASSIFICATION			
Personnel Services	279,179	286,000	304,000
Materials and Services	16,601	22,000	23,000
Capital Outlay	23,446	24,000	24,000
Debt Service	0	0	0
Interfund Transfers	157,727	183,000	181,000
Contingencies	0	129,000	202,000
Special Payments	0	0	0
Unappropriated Ending Balance and Reserved for Future Expenditure	203,174	0	0
<b>Total Requirements</b>	<b>680,127</b>	<b>644,000</b>	<b>734,000</b>

FINANCIAL SUMMARY - REQUIREMENTS AND FULL-TIME EQUIVALENT EMPLOYEES (FTE) BY ORGANIZATIONAL UNIT OR PROGRAM *			
Name of Organizational Unit or Program FTE for that unit or program			
Museum Operating Fund - Crook County Historical Fund	476,953	515,000	532,000
FTE	3.1	3.1	3.1
Not Allocated to Organizational Unit or Program	203,174	129,000	202,000
FTE	0	0	0
<b>Total Requirements</b>	<b>680,127</b>	<b>644,000</b>	<b>734,000</b>
<b>Total FTE</b>	<b>3.10</b>	<b>3.10</b>	<b>3.10</b>

**STATEMENT OF CHANGES IN ACTIVITIES and SOURCES OF FINANCING \***  
 No changes in activities or sources of financing are planned for the 2024-2025 budget year.

PROPERTY TAX LEVIES			
	Rate or Amount Imposed 2022-23	Rate or Amount Imposed This Year 2023-24	Rate or Amount Approved Next Year 2024-25
Permanent Rate Levy (rate limit _____ per \$1,000)			
Local Option Levy	.0600	.0600	.0600
Levy For General Obligation Bonds			

STATEMENT OF INDEBTEDNESS		
LONG TERM DEBT	Estimated Debt Outstanding on July 1.	Estimated Debt Authorized, But Not Incurred on July 1
General Obligation Bonds		
Other Bonds		
Other Borrowings		
<b>Total</b>		

\* If more space is needed to complete any section of this form, insert lines (rows) on this sheet. You may delete blank lines.



## Agenda Item Request

**Date:**

*May 28, 2024*

**Meeting date desired:**

*June 5, 2024 – Regular Board of Commissioners Meeting – Discussion Item*

**Subject:**

*Public Hearing – Order 2024-31 Ordering the fees to be collected by Crook County for fiscal year 2024-2025*

**Background and policy implications:**

*Ordering the fees to be collected by Crook County for fiscal year 2024-2025, beginning July 1, 2024 for performing services, and to establish a uniform fee schedule.*

*Attached Exhibit A is fee schedule to be adopted in order; Exhibit B is informational and included to show mark ups and changes to fees over the prior fee schedule*

**Budget/fiscal impacts:**

*Revenue for fiscal year 2024-2025 budget is based on the updated fee amounts outlined in Order*

**Requested by:**

*Christina Haron, CPA      541-416-3808*

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

**Presenters:**

*Christina Haron, CPA      Finance Director*

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

*NA*

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

*NA*

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

**IN THE MATTER OF**

**ORDER # 2024-31**

Ordering fees for fiscal year 2024-2025 budget, beginning July 1, 2024.

**WHEREAS**, ORS 294.160 requires the establishment of fees by county governing bodies by order or ordinance after providing the public an opportunity to comment; and

**WHEREAS**, this Order replaces any prior orders or amendments for fees for prior fiscal years (last amended on July 1, 2023); and

**WHEREAS**, this Order reflects changes to fees which have not been raised in the preceding six months.

**NOW, THEREFORE, BE IT ORDERED BY THE CROOK COUNTY BOARD OF COMMISSIONERS** that the fees outlined in the attached Exhibit A are set for the fiscal year 2024-2025 commencing upon the effective date of July 1, 2024, which shall continue in effect until amended by the Crook County Board of Commissioners or amended by operation of law:

**BE IT FURTHER ORDERED** that the Crook County Board of Commissioners adopts as part of the county fee schedule those fees authorized to be collected by local governments by Oregon Revised Statutes and Oregon Administrative Rules, and other applicable laws.

**BE IT FURTHER ORDERED** that County department heads may impose additional fees related to generating custom information and records searches requested by the general public not covered herein in an amount sufficient to recover the actual costs incurred in obtaining and preparing such information, including all wage and benefit costs related to production and supervision, transportation costs, duplications costs and any other costs which such search may require. In the event that a department head shall plan to charge such a fee, the department head shall give notice in advance, along with an estimated cost, and shall require payment in advance. In the event that final cost exceeds the estimated cost, the department head involved shall notify the requesting party that additional cost will be incurred and shall not deliver a final work product until full payment has been made. In the event that payment by the requesting party exceeds payment, refunds shall be made only after the requesting party has submitted a claims sheet to the county finance department through normal processes of reimbursement.

**BE IT FURTHER ORDERED** that fees shall be charged in accordance with the attached schedule unless waiver is authorized by the Crook County Board of Commissioners.

**BE IT FURTHER ORDERED** that these fees shall continue in effect until modified, amended, removed, or otherwise adjusted by the Crook County Board of Commissioners.

**BE IT FURTHER ORDERED** that County staff members are authorized to make formatting and pagination changes to improve readability, but which may not alter the fees described herein.

**BE IT FURTHER ORDERED** that no new fee shall be charged during the fiscal year unless first authorized by the Crook County Board of Commissioners or established by regulation, rule, statute, or law of the State of Oregon.

The above Order is hereby approved on this 5th day of June 2024.

CROOK COUNTY BOARD OF COMMISSIONERS:

---

SETH CRAWFORD, County Commissioner, Board Chair

---

SUSAN HERMRECK, County Commissioner

---

BRIAN BARNEY, County Commissioner

Department	Fee Description	FY 24-25 Fee	Comments
		(\$) Effective 7/1/2024	
<b>All Departments*</b>	Photocopies, printing, scanning (made by staff)		
All Departments*	8½ x 11, black & white, per page, per side	0.25	
All Departments*	8½ x 11, color, per page, per side	0.75	
All Departments*	11 x 17, black & white, per page, per side	0.50	
All Departments*	11 x 17, color, per page, per side	1.50	
All Departments*	Fax transmittals (made by staff), up to 10 pages	2.50	Does not include microfilm fees, search fees, etc.
All Departments*	Research and collation fee, per hour	40.00	
All Departments	Returned Check fees/charges (Insufficient funds -- NSF)	35.00	ORS 30.701 (5)
All Departments	Mailing materials	Actual cost	Cost of materials, plus actual cost of postage
All Departments*	Media fee, per disk or storage device	10.00	
All Departments*	Digital (electronically distributed) media fee, per item requested	10.00	
All Departments	Electric vehicle charging, per KW	0.30	per KW
<i>*Unless otherwise specified in department sections</i>			
<b>Assessor</b>	Farm disqualification estimates, each	175.00	
Assessor	Print enlargements, each	1.50	
Assessor	Research Fee, per hour – 1 hour minimum	120.00	
Assessor	Map/Account change processing fee, per lot	25.00	
Assessor	Manufactured Structure processing fees:		
Assessor	Trip Permit, per section	25.00	
Assessor	Ownership/Situs change, each	80.00	
<b>Community Development (CD)</b>			
CD - Building Services	When applicable, structural permits use valuation as determined by ICC Valuation Table current as of April 1 of each year, as per OAR 918-050-0100. When a structural permit is required by the state building code for retaining walls, decks, fences, accessory structures, etc - see Structural Permit fees by valuation. The current valuation table is as follows:		
CD - Building Services	<b>Building (Structural) Permits:</b>		Plus applicable State Surcharge
CD - Building Services	Total Valuation \$1 to \$5,000, plus:	115.75	Minimum Building Valuation is \$5,000, Minimum Structural Permit Fee is \$115.75
CD - Building Services	Each additional \$1,000 between \$5,001 to \$25,000	9.52	\$115.75 for the first \$5,000 plus \$9.52 for each additional \$1,000 or fraction thereof, to and including \$25,000
CD - Building Services	Each additional \$1,000 between \$25,001 to \$50,000	7.13	\$306.15 for the first \$25,000 plus \$7.13 for each additional \$1,000 or fraction thereof, to and including \$50,000
CD - Building Services	Each additional \$1,000 between \$50,001 to \$100,000	4.76	\$484.40 for the first \$50,000 plus \$4.76 for each additional \$1,000 or fraction thereof, to and including \$100,000
CD - Building Services	Each additional \$1,000 over \$100,001	3.97	\$722.40 for the first \$100,000 plus \$3.97 for each additional \$1,000 or fraction thereof
CD - Building Services	1.) 12% State Surcharge	12%	Required to be added to Building Permit Fees as per the State of Oregon, ORS 455.210(4) & (5) and 455.220(1)

Department	Fee Description	FY 24-25 Fee	Comments
		(\$) Effective 7/1/2024	
CD - Building Services	2.) Structural Plan Review – % of Building Permit Fee	75%	
CD - Building Services	3.) Code Compliance Fee for New Residential, Single Family Dwelling, and Manufactured Dwellings valuations will be 0.18% of building valuation	0.18%	Maximum fee of \$370.00; Supports code enforcement program
CD - Building Services	4.) Code Compliance Fee for New Accessory and Residential Addition Building valuations 0.18% of building valuation (Maximum fee of \$270.00)	0.18%	Maximum fee of \$270.00; Supports code enforcement program
CD - Building Services	5.) Compliance Fee for Commercial Structures Valuations 0.18% of building valuations (Maximum fee of \$525.00)	0.18%	Maximum fee of \$525.00; Supports code enforcement program
CD - Building Services	6.) Advanced Planning Fee – Calculated on the valuation of the building project to support long range planning projects that are not fee supported in the amount of 0.30% of the building valuation	0.30%	Maximum fee of \$100,000; Fee waived on projects with valuation under \$300,000; supports long range planning projects that are not fee supported
CD - Building Services	7.) Agricultural Building Exemption Review	68.25	
CD - Building Services	8.) Residential Demolition Permit Fee - complete demolition, not subject to State Surcharge	99.75	
CD - Building Services	9.) Commercial Demolition Permit Fee - complete demolition, not subject to State Surcharge	252.00	
CD - Building Services	10.) Structural Alteration (not demo) - partial, soft, interior	Based on	See Structural Permit fee table by valuation, incurs State Surcharge value
CD - Building Services	11.) Additional Plan Review - When applicable, per hour – 1/2 hour minimum	120.00	per hour
CD - Building Services	12.) Refund processing fee	82.00	refunds must be requested within 180 days of application; refunds are not available for any work that has been performed
CD - Building Services	13.) Change of Occupancy Review, no structural work indicated	178.50	
CD - Building Services	14.) Pre-Application - Complex/large project consultation or review fee, per hour – 2 hour minimum	178.50	per hour; may include charges for review from technical experts as ACS
CD - Building Services	15.) Re-Roofing, Residential (when required)	170.90	
CD - Building Services	16.) Re-Roofing, Commercial Only (when required)	330.00	
CD - Building Services	17.) Fire Life Safety Plan Review – % of Building Permit Fee	40%	Required on all structures over 4000 sq. ft. and/or any project deemed necessary by the Building Official
CD - Building Services	18.) Re-Inspection Fee, per each	120.00	
CD - Building Services	19.) Investigation fee, per hour	120.00	per hour
CD - Building Services	20.) Each additional inspection, above allowable - per each	120.00	
CD - Building Services	21.) Inspection outside normal business hours, per hour – 2 hour minimum	120.00	per hour
CD - Building Services	22.) Inspection for which no fee is indicated, per hour	120.00	per hour

Department	Fee Description	FY 24-25 Fee	Comments
		(\$) Effective 7/1/2024	
CD - Building Services	23.) Permit Reinstatement due to expired permit (within a 6-month window)	50% of current fee for new permit	New Permit Fee thereafter
CD - Building Services	24.) Permit Extension	50.00	
CD - Building Services	25.) Permit History Research Fee, per hour	80.00	
CD - Building Services	26.) Copies, per page	0.25	
CD - Building Services	27.) Oversize copies, per page	5.00	
CD - Building Services	28.) Permit Shipping	10.00	
CD - Building Services	29.) Phased Plan Review Fee - in addition to project plan review fees	\$315	Not to exceed \$1,500.00 for each phase minimum phasing (application) fee+ 10% of total project building permit fee
CD - Building Services	30.) Deferred Plan Review in addition to project plan review fees – 65% of permit fee on deferred portion calculated using the value of the deferred portion with a \$300.00 minimum fee.	65%	\$300.00 minimum fee
CD - Building Services	31.) Temporary Certificate of Occupancy – Commercial	435.75	
CD - Building Services	32.) Temporary Certificate of Occupancy – Residential	259.35	
CD - Building Services	33.) Temporary Gold Seal Job Trailer Placement Inspection	-	
CD - Building Services	a.) Single-wide unit	525.00	
CD - Building Services	b.) Double-wide unit	630.00	
CD - Building Services	c.) Triple-wide unit	745.50	
CD - Building Services	34.) Administrative/Clerical Fee	82.50	
CD - Building Services	35.) Residential Fire Suppression - Standalone System, fee includes plan review. (See Plumbing Fee section for Continuous Loop/Multipurpose System)	-	
CD - Building Services	0 to 2,000 sq. ft.	165.00	
CD - Building Services	2,001 to 3,600 sq. ft.	175.00	
CD - Building Services	3,601 to 7,200 sq. ft.	220.00	
CD - Building Services	7,201 sq. ft. and greater	270.00	
CD - Building Services	<b>Manufactured Home Park Fees:</b>		
CD - Building Services	Valuation: Table 1		
CD - Building Services	Total Valuation \$1 to \$500, plus:	25.00	
CD - Building Services	Each additional \$100 between \$501 to \$2,000	2.20	\$25.00 for the first \$500 plus \$2.20 for each additional \$100 or fraction thereof, to and including \$2,000

Department	Fee Description	FY 24-25 Fee	Comments
		(\$) Effective 7/1/2024	
CD - Building Services	Each additional \$1,000 between \$2,001 to \$25,000	9.90	\$58.00 for the first \$2,000 plus \$9.90 for each additional \$1,000 or fraction thereof, to and including \$25,000
CD - Building Services	Each additional \$1,000 between \$25,001 to \$50,000	7.15	\$285.70 for the first \$25,000 plus \$7.15 for each additional \$1,000 or fraction thereof, to and including \$50,000
CD - Building Services	Each additional \$1,000 between \$50,001 to \$100,000	4.95	\$464.45 for the first \$50,000 plus \$4.95 for each additional \$1,000 or fraction thereof, to and including \$100,000
CD - Building Services	Each additional \$1,000 between \$100,001 to \$500,000	3.85	\$711.95 for the first \$100,000 plus \$3.85 for each additional \$1,000 or fraction thereof, to and including \$500,000
CD - Building Services	Each additional \$1,000 between \$500,001 to \$1,000,000	2.20	\$2,251.95 for the first \$500,000 plus \$2.20 for each additional \$1,000 or fraction thereof, to and including \$1,000,000
CD - Building Services	Each additional \$100 over \$1,000,001	2.20	\$3,351.95 for the first \$1,000,000 plus \$2.20 for each additional \$100 or fraction thereof
CD - Building Services	Valuation: Table 2 – Spaces per Acre		Table 2 is based on the 1990 evaluation of Mobile Home Parks published by Oregon Department of Revenue; Deduct 10% from the valuation of parks constructed east of the Cascade Summit
CD - Building Services	Park - Class A (contains paved streets, curbs, and no sidewalks):		"Class A" contains paved streets, curbs, and no sidewalks
CD - Building Services	4 or fewer spaces per acre, per space	5,901.00	
CD - Building Services	5 spaces per acre, per space	5,517.00	
CD - Building Services	6 spaces per acre, per space	5,197.00	
CD - Building Services	7 spaces per acre, per space	4,941.00	
CD - Building Services	8 spaces per acre, per space	4,685.00	
CD - Building Services	9 spaces per acre, per space	4,493.00	
CD - Building Services	10 spaces per acre, per space	4,365.00	
CD - Building Services	11 spaces per acre, per space	4,301.00	
CD - Building Services	12 spaces per acre, per space	4,237.00	
CD - Building Services	Park - Class B (contains paved streets, no curbs, and no sidewalks):		"Class B" contains paved streets, no curbs, and no sidewalks
CD - Building Services	4 or fewer spaces per acre, per space	5,504.00	
CD - Building Services	5 spaces per acre, per space	5,120.00	
CD - Building Services	6 spaces per acre, per space	4,800.00	
CD - Building Services	7 spaces per acre, per space	4,544.00	
CD - Building Services	8 spaces per acre, per space	4,288.00	
CD - Building Services	9 spaces per acre, per space	4,096.00	
CD - Building Services	10 spaces per acre, per space	3,968.00	
CD - Building Services	11 spaces per acre, per space	3,904.00	
CD - Building Services	12 spaces per acre, per space	3,804.00	
CD - Building Services	Park - Class C (contains no paved streets, no curbs, but have a sidewalk on one side of each street):		"Class C" contains no paved streets, no curbs, but have a sidewalk on one side of each street
CD - Building Services	4 or fewer spaces per acre, per space	5,312.00	



Department	Fee Description	FY 24-25 Fee	Comments
		(\$) Effective 7/1/2024	
CD - Building Services	5 spaces per acre, per space	5,028.00	
CD - Building Services	6 spaces per acre, per space	4,608.00	
CD - Building Services	7 spaces per acre, per space	4,352.00	
CD - Building Services	8 spaces per acre, per space	4,269.00	
CD - Building Services	9 spaces per acre, per space	3,904.00	
CD - Building Services	10 spaces per acre, per space	3,776.00	
CD - Building Services	11 spaces per acre, per space	3,712.00	
CD - Building Services	12 spaces per acre, per space	3,648.00	
CD - Building Services	Additional plan review (when applicable), per hour – 1/2 hour minimum	120.00	Per hour; required when approved plan is added to, changed, or revised; minimum 1/2 hour
CD - Building Services	Consultation fee, per hour – 1 hour minimum	160.00	
CD - Building Services	Plan check fee for Manufactured Home Park - % of valuation	65%	% of Table 1 Valuation
CD - Building Services	<b>Recreation Park Fees:</b>		
CD - Building Services	Valuation: Table 1		
CD - Building Services	Total Valuation \$1 to \$500, plus:	25.00	
CD - Building Services	Each additional \$100 between \$501 to \$2,000	2.20	\$25.00 for the first \$500 plus \$2.20 for each additional \$100 or fraction thereof, to and including \$2,000
CD - Building Services	Each additional \$1,000 between \$2,001 to \$25,000	9.90	\$58.00 for the first \$2,000 plus \$9.90 for each additional \$1,000 or fraction thereof, to and including \$25,000
CD - Building Services	Each additional \$1,000 between \$25,001 to \$50,000	7.15	\$285.70 for the first \$25,000 plus \$7.15 for each additional \$1,000 or fraction thereof, to and including \$50,000
CD - Building Services	Each additional \$1,000 between \$50,001 to \$100,000	4.95	\$464.45 for the first \$50,000 plus \$4.95 for each additional \$1,000 or fraction thereof, to and including \$100,000
CD - Building Services	Each additional \$1,000 between \$100,001 to \$500,000	3.85	\$711.95 for the first \$100,000 plus \$3.85 for each additional \$1,000 or fraction thereof, to and including \$500,000
CD - Building Services	Each additional \$1,000 between \$500,001 to \$1,000,000	2.20	\$2,251.95 for the first \$500,000 plus \$2.20 for each additional \$1,000 or fraction thereof, to and including \$1,000,000
CD - Building Services	Each additional \$100 over \$1,000,001	2.20	\$3,351.95 for the first \$1,000,000 plus \$2.20 for each additional \$100 or fraction thereof
CD - Building Services	Valuation: Table 2 – Spaces per Acre		
CD - Building Services	Park - Class A		"Class A" contains paved streets, curbs, and no sidewalks
CD - Building Services	6 or fewer spaces per acre, per space	2,637.00	
CD - Building Services	8 spaces per acre, per space	2,470.00	
CD - Building Services	10 spaces per acre, per space	2,320.00	
CD - Building Services	12 spaces per acre, per space	2,189.00	
CD - Building Services	14 spaces per acre, per space	2,074.00	
CD - Building Services	16 spaces per acre, per space	1,978.00	
CD - Building Services	18 spaces per acre, per space	1,907.00	
CD - Building Services	20 spaces per acre, per space	1,849.00	
CD - Building Services	22 spaces per acre, per space	1,798.00	

Department	Fee Description	FY 24-25 Fee (\$) Effective 7/1/2024	Comments
CD - Building Services	Park - Class B		"Class B" contains paved streets, no curbs, and no sidewalks
CD - Building Services	6 or fewer spaces per acre, per space	2,483.00	
CD - Building Services	8 spaces per acre, per space	2,317.00	
CD - Building Services	10 spaces per acre, per space	2,176.00	
CD - Building Services	12 spaces per acre, per space	2,035.00	
CD - Building Services	14 spaces per acre, per space	1,920.00	
CD - Building Services	16 spaces per acre, per space	1,824.00	
CD - Building Services	18 spaces per acre, per space	1,754.00	
CD - Building Services	20 spaces per acre, per space	1,696.00	
CD - Building Services	22 spaces per acre, per space	1,645.00	
CD - Building Services	Park - Class C		"Class C" contains no paved streets, no curbs, but have a sidewalk on one side of each street
CD - Building Services	6 or fewer spaces per acre, per space	1,792.00	
CD - Building Services	8 spaces per acre, per space	1,626.00	
CD - Building Services	10 spaces per acre, per space	1,485.00	
CD - Building Services	12 spaces per acre, per space	1,344.00	
CD - Building Services	14 spaces per acre, per space	1,229.00	
CD - Building Services	16 spaces per acre, per space	1,133.00	
CD - Building Services	18 spaces per acre, per space	1,062.00	
CD - Building Services	20 spaces per acre, per space	1,005.00	
CD - Building Services	22 spaces per acre, per space	954.00	
CD - Building Services	Plan check fee for Recreation Park - % of valuation	65%	% of Table 1 Valuation
CD - Building Services	<b>Solar Structural Installation Permits - separate Electrical Permit application may also be required</b>		
CD - Building Services	1.) Solar Permit (when required) - Prescriptive Path System, fee includes plan review.	182.00	
CD - Building Services	2.) Solar Permit - Non-Prescriptive Path System		based on the Fee as per Structural Permit Fee table by valuation to include the solar valuation panels, racking, mounting elements, rails and the cost of labor to install. Solar electrical equipment including collector panels and inverters shall be excluded from the Structural Permit valuation.
CD - Building Services	<b>Mechanical Permits:</b>		All Mechanical Permits are subject to a State Surcharge of 12% of the total permit fee. Minimum mechanical permit application fee is \$115.75.
CD - Building Services	All mechanical Permits are subject to a state Surcharge of 12% of the total Permit fee. The minimum mechanical permit application fee is 115.75		
CD - Building Services	The Mechanical Plan Review Fee is based on valuation of 75% of the determined Permit Fee, where applicable.		

Department	Fee Description	FY 24-25 Fee	Comments
		(\$) Effective 7/1/2024	
CD - Building Services	Commercial Mechanical Permits are based on the valuation of the project – see Building (Structural) Permit fee table for rates.		
CD - Building Services	1.) Air Conditioner	15.50	
CD - Building Services	2.) Air handling unit up to 10,000 cfm	15.50	
CD - Building Services	3.) Air handling unit 10,001 cfm and over	20.50	
CD - Building Services	4.) Appliance or piece of equipment regulated by code but not classified in other appliance categories.	12.35	
CD - Building Services	5.) Attic/crawl space fans	8.95	
CD - Building Services	6.) Chimney /liner/flue/vent	12.85	
CD - Building Services	7.) Clothes dryer exhaust	12.85	
CD - Building Services	8.) Decorative gas fireplace	12.85	
CD - Building Services	9.) Evaporative cooler other than portable	8.95	
CD - Building Services	10.) Floor furnace, including vent	12.85	
CD - Building Services	11.) Flue Vent for water heater or gas fireplace	10.75	
CD - Building Services	12.) Furnace - greater than 100,000 BTU	20.50	
CD - Building Services	13.) Furnace - up to 100,000 BTU	19.15	
CD - Building Services	14.) Furnace/burner including duct work/vent/liner	20.50	
CD - Building Services	15.) Gas or wood fireplace/insert	20.50	
CD - Building Services	16.) Gas Fuel piping outlets	12.85	
CD - Building Services	17.) Heat pump	19.15	
CD - Building Services	18.) Hood served by mechanical exhaust, including ducts for hood	8.95	
CD - Building Services	19.) Hydronic hot water system	82.15	
CD - Building Services	20.) Mini spit system	19.15	
CD - Building Services	21.) Installation or relocation of domestic type incinerator		
CD - Building Services	22.) Oil tank/gas/diesel generators	19.15	
CD - Building Services	23.) Pool or spa heater, kiln	12.85	
CD - Building Services	24.) Repair, alteration, or addition to mechanical appliance including the installation of controls	20.50	
CD - Building Services	25.) Range hood/other kitchen equipment	12.35	
CD - Building Services	26.) Suspended heater, recessed wall heater, or floor mounted floor heater	12.86	
CD - Building Services	27.) Ventilation fan connected to single duct	8.95	
CD - Building Services	28.) Ventilation system not a portion of heating or air-conditioning system authorized by this permit	8.95	
CD - Building Services	29.) Water heater	51.45	
CD - Building Services	30.) Wood/pellet stove	20.50	
CD - Building Services	31.) Other heating/cooling	12.85	
CD - Building Services	32.) Other fuel appliance	12.85	
CD - Building Services	33.) Other environment exhaust/ventilation	8.95	

Department	Fee Description	FY 24-25 Fee	
		Effective 7/1/2024	Comments
CD - Building Services	34.) Mechanical – Additional plan review (when applicable), per hour – 1/2 hour minimum	120.00	Per hour
CD - Building Services	36.) Mechanical – Re-inspection fee, per each	120.00	
CD - Building Services	37.) Mechanical - Each additional inspection, above allowable - per each	120.00	
CD - Building Services	38.) Mechanical – Inspections outside normal business hours, per hour – 2 hour minimum	120.00	Per hour
CD - Building Services	39.) Mechanical – Inspections for which no fee is specifically indicated, per each, one hour minimum	120.00	Per each, one hour minimum
CD - Building Services	40.) Mechanical – Investigation fee, per hour	120.00	Per hour
CD - Building Services	41.) Mechanical – Minimum fee	115.75	
CD - Building Services	<b>Plumbing Permits:</b>		All Plumbing Permits are subject to a State Surcharge of 12% of the total Permit fee; The minimum Plumbing Permit Application Fee is \$115.75
CD - Building Services	All Plumbing Permits are subject to a State Surcharge of 12% of the total Permit fee		
CD - Building Services	The minimum Plumbing Permit Application Fee is \$115.75		
CD - Building Services	The Plumbing Plan Review Fee is 75% of the Permit fee.		
CD - Building Services	Commercial and Non-New Residential - Site Utilities		
CD - Building Services	1.) Sanitary Sewer – first 100 feet	85.85	Permit fee, where applicable
CD - Building Services	2.) Storm Sewer – first 100 feet	85.85	
CD - Building Services	3.) Water Service – first 100 feet	85.85	
CD - Building Services	4.) Each additional 100 feet or fraction thereof water, sewer, or storm sewer line	70.60	
CD - Building Services	5.) Mfd Park -site utility connections, per space	170.00	
CD - Building Services	7.) Plumbing – Each additional inspection, above allowable - per each	120.00	
CD - Building Services	8.) Plumbing – Inspections for which no fee is specifically indicated, per hour, minimum one hour	120.00	
CD - Building Services	9.) Plumbing – Inspections outside normal business hours, per hour – 2 hour minimum	120.00	
CD - Building Services	10.) Plumbing – Investigation fee, per hour	120.00	
CD - Building Services	11.) Plumbing – Additional plan review (when applicable), per hour – 1/2 hour minimum	120.00	
	New 1&2 Family Dwelling - includes one kitchen, first 100 feet each of site utilities, hose bibbs, icemakers, underfloor low-point drains, and rain drain packages that include the piping, gutters, downspouts, and perimeter system. Half bath counted as whole.		
CD - Building Services	12.) First Kitchen & Bathroom	330.75	Includes 100 feet of water, sewer, and storm lines

Department	Fee Description	FY 24-25 Fee	Comments
		(\$) Effective 7/1/2024	
CD - Building Services	13.) First Kitchen & 2 Bathrooms	441.00	Includes 100 feet of water, sewer, and storm lines
CD - Building Services	14.) First Kitchen & 3 Bathrooms	551.25	Includes 100 feet of water, sewer, and storm lines
CD - Building Services	15.) Additional bath/kitchen	220.50	
CD - Building Services	16.) Each additional 100 feet or fraction thereof of site utilities - water, sewer, storm (which includes rain, footing, trench, and leach drains) - first 100 feet included in bathroom/kitchen fee	70.60	
CD - Building Services	17.) Each fixture as marked on application	28.60	
CD - Building Services	18.) Re-piping/retrofit water supply, per fixture	28.60	
CD - Building Services	19.) Backflow preventer	28.60	
CD - Building Services	20.) Water heater	51.45	
CD - Building Services	21.) Residential Fire Suppression - Multipurpose/Continuous Loop System, plan review included	-	
CD - Building Services	0 to 2,000 sq. ft.	165.00	
CD - Building Services	2,001 to 3,600 sq. ft.	175.00	
CD - Building Services	3,601 to 7,200 sq. ft.	220.00	
CD - Building Services	7,201 sq. ft. and greater	270.00	
CD - Building Services	<b>Medical Gas Permits:</b>		
CD - Building Services	Total Valuation \$1 to \$5,000, plus:	122.25	Minimum Medical Gas Valuation is \$5,000, Minimum Medical Gas Fee is \$122.25
CD - Building Services	Each additional \$100 between \$5,001 to \$10,000	2.00	\$122.25 for the first \$5,000 plus \$2.00 for each additional \$100 or fraction thereof, to and including \$10,000
CD - Building Services	Each additional \$1,000 between \$10,001 to \$100,000	12.50	\$222.25 for the first \$10,000 plus \$12.50 for each additional \$1,000 or fraction thereof, to and including \$100,000
CD - Building Services	Each additional \$1,000 - \$100,001 and greater	8.50	\$1,347.25 for the first \$100,000 plus \$8.50 for each additional \$1,000 or fraction thereof
CD - Building Services	<b>Manufactured Home Permits:</b>		
CD - Building Services	Manufactured Home and Cabana permits are subject to a \$30.00 State Administration Fee	30.00	State Administration Fee
CD - Building Services	1.) Manufactured Dwelling Placement Permit Fee - Includes the concrete slab, runners or foundations that are prescriptive, electrical feeder and plumbing connections and all cross-over connections and up to 30 lineal feet of site utilities. Decks, other accessory structures, and foundations that are not prescriptive, utility connections beyond 30 lineal feet, new electrical services or additional branch circuits, and new plumbing - may require separate permits. All decks 30" above ground, carports, garages, porches, and patios are based on valuation and may also require separate permits.	609.00	Total of \$746.80 with 12% State Surcharge + \$30.00 State Administration Fee
CD - Building Services	3.) Manufactured Home Code Books	35.00	

Department	Fee Description	FY 24-25 Fee	Comments
		(\$) Effective 7/1/2024	
CD - Building Services	4.) Manufactured Home – Inspections outside normal business hours, per hour – 2 hour minimum	120.00	
CD - Building Services	5.) Manufactured Home – Inspections for which no fee is specifically indicated, per hour	120.00	
CD - Building Services	6.) Manufactured Home – Investigation fee, per hour	120.00	
CD - Building Services	7.) Re-inspection fee, per inspection	120.00	
CD - Building Services	<b>Electrical Permits:</b>		Plus applicable State Surcharge; minimum permit fee is 115.75
CD - Building Services	1.) All electrical Permits are subject to a State Surcharge of 12% of the total permit fee	12%	
CD - Building Services	2.) Electrical Plan Review – % of Permit Fee when required	25%	
CD - Building Services	3.) Master Electrical Application Permit fee - one time at initial application; renews annually as applicable	100.00	
CD - Building Services	4.) Master Electrical inspection fee, per hour - includes travel time, inspection, and report writing	120.00	per hour
	New Construction		
CD - Building Services	Residential		
	5.) Residential, per unit, service included		Multi-family is based on largest unit using residential square footage with each additional unit at 50%
CD - Building Services	a.) 1,000 sq. ft. or less	192.40	
CD - Building Services	b.) Each additional 500 sq. ft. or portion thereof	32.05	
CD - Building Services	6.) Limited energy	44.90	
CD - Building Services	7.) Commercial Electrical Multi-Family		
CD - Building Services	a.) Multi-family limited energy by floor	85.85	
CD - Building Services	b.) Multi-family protective signaling by floor	85.85	
CD - Building Services	8.) Each manufactured home or modular dwelling service or feeder	115.75	
CD - Building Services	9.) Service or feeders:		installation, alteration, relocation
CD - Building Services	a.) 200 amps or less / 5KVA or less	123.90	
CD - Building Services	b.) 201 to 400 amps	146.20	
CD - Building Services	c.) 401 to 600 amps	245.70	
CD - Building Services	d.) 601 to 1,000 amps	322.10	
CD - Building Services	e.) Over 1,000 amps or volts	732.90	
CD - Building Services	f.) Reconnect only	115.75	
CD - Building Services	10.) Temporary service or feeders:		installation, alteration, relocation
CD - Building Services	a.) 200 amps or less	115.75	
CD - Building Services	b.) 201 to 400 amps	134.65	
CD - Building Services	c.) 401 to 600 amps	194.25	
CD - Building Services	d.) 601 to 1,000 amps	322.10	See services or feeders section above
CD - Building Services	e.) Over 1,000 amps or volts	732.90	See services or feeders section above
CD - Building Services	11.) Branch circuits:		New, alteration, extension per panel

Department	Fee Description	FY 24-25 Fee	Comments
		(\$) Effective 7/1/2024	
CD - Building Services	a.) Fee for branch circuits with purchase of a service or feeder fee	9.20	
CD - Building Services	b.) Fee for branch circuits without purchase of a service or feeder fee		
CD - Building Services	i.) First branch circuit	85.85	
CD - Building Services	ii.) Each additional branch circuit	9.20	
CD - Building Services	12.) Miscellaneous (service or feeder not included):		service or feeder not included
CD - Building Services	a.) Pump or irrigation circle - per each	85.85	
CD - Building Services	b.) Sign or outline lighting - per each	85.85	
CD - Building Services	c.) Signal circuit(s) or a limited-energy panel, alteration or extension, each system - non-new residential and all commercial (new residential and multifamily construction - see above)	85.85	
CD - Building Services	d.) Reinspection Fee, per each, minimum one hour	120.00	
CD - Building Services	e.) Inspection outside normal business hours, per hour – 2 hour minimum	120.00	
CD - Building Services	f.) Inspection for which no fee is specifically indicated, per hour – one hour minimum	120.00	
	g.) Each additional inspection, above allowable - per each	120.00	
CD - Building Services	h.) Additional plan review (when applicable), per hour - 1/2 hr minimum	120.00	
CD - Building Services	i.) Investigation fee, per hour	120.00	
CD - Building Services	13.) Renewable Energy		
CD - Building Services	a.) Renewable energy for electrical systems - 5KVA or Less	115.75	
CD - Building Services	b.) Renewable energy for electrical systems - 5KVA to 15KVA	145.70	
CD - Building Services	c.) Renewable energy for electrical systems - 15.01KVA to 25KVA	194.25	
CD - Building Services	d.) Renewable energy - solar generation over 25KVA	6.50	\$194.25 for the first 25KVA plus \$6.50 for each additional KVA; *maximum permit charge at calculation of 100KVA (\$681.75)
CD - Building Services	14.) Wind Energized Systems		
CD - Building Services	a.) Renewable energy for wind systems 25.01 KVA through 50 KVA / 601 to 1000 amps	250.25	
CD - Building Services	b.) Renewable energy for wind systems 50.01 KVA through 100 KVA / over 1,000 amps or volts	600.85	
CD - Code Enforcement	<b>Code Enforcement:</b>		
CD - Code Enforcement	Code Enforcement Hourly Rate, per hour	75.00	As Permitted by Crook County Code Title 1, cost recovery
CD - Code Enforcement	Site investigation, per hour – 2 hour minimum	75.00	

Department	Fee Description	FY 24-25 Fee	Comments
		(\$) Effective 7/1/2024	
CD - Code Enforcement	Code compliance letter, research and investigation, per hour – 2 hour minimum	75.00	
CD - Code Enforcement	Code compliance hearing fee	265.00	
CD - On-Site	<b>On-Site (Septic Systems) Permits:</b>		<b>On-Site may charge twice the established fee for a septic permit or approval if work is commenced before the required Permits have been issued.</b>
CD - On-Site	State surcharge	July 1st - 31st \$100 August 1st - \$117	<b><u>A DEQ surcharge will be added to site evaluations, permits, and other activity</u></b> where required: all state fee schedules are subject to change based on legislative action and may be revised throughout the year.
CD - On-Site	Code Compliance Fee	60.00	Added to all new construction permits, authorizations, and alterations
CD - On-Site	Site Evaluation Fee	770.00	
CD - On-Site	Septic Systems		
CD - On-Site	Standard system, first 1,000 gallons	950.00	
CD - On-Site	Capping fill, first 1,000 gallons	1,185.00	
CD - On-Site	Grey water sump, first 1,000 gallons	430.00	
CD - On-Site	Pressure distribution, first 1,000 gallons	1,425.00	
CD - On-Site	Redundant, first 1,000 gallons	705.00	
CD - On-Site	Sand filter, first 1,000 gallons	1,790.00	
CD - On-Site	Saprolite system, first 1,000 gallons	870.00	
CD - On-Site	Seepage trench, first 1,000 gallons	1,180.00	
CD - On-Site	Steep slope, first 1,000 gallons	1,180.00	
CD - On-Site	Tile dewatering, first 1,000 gallons	2,550.00	
CD - On-Site	Each additional 500 gallons above 1,000 gallons or part thereof ("commercial" septic systems)	190.00	\$2,525 for the first 1,000 gallons plus \$180 for each additional 500 gallons or part thereof
CD - On-Site	Plan Review		
CD - On-Site	Commercial facility system, 0 to 600 gallons		- Covered under the permit fee
CD - On-Site	Commercial facility system, 601 to 1,000 gallons	295.00	
CD - On-Site	Each additional 500 gallons or part thereof above 1,000 to 2,500 gallons	90.00	\$280 for the first 1,000 gallons plus \$85 for each additional 500 gallons or part thereof
CD - On-Site	Renewal/reinstatement/transfer permit	350.00	Within 1 year of expiration of original permit
CD - On-Site	Major septic system repair, single family dwelling	545.00	
CD - On-Site	Minor septic system repair, single family dwelling	300.00	
CD - On-Site	Major commercial septic system repair	520.00	
CD - On-Site	Minor commercial septic system repair	305.00	
CD - On-Site	Major septic system alteration/relocation (drain field)	825.00	
CD - On-Site	Minor septic system alteration/relocation (tank)	460.00	
CD - On-Site	ATT Annual Report Review – in-house	55.00	



Department	Fee Description	FY 24-25 Fee	Comments
		(\$) Effective 7/1/2024	
CD - On-Site	ATT Systems Permit – with/without pressure distribution	1,490.00	
CD - On-Site	ATT Systems – O&M Inspection	440.00	
CD - On-Site	Holding tank Permit	885.00	
CD - On-Site	Holding tank inspection report – in-house	55.00	
CD - On-Site	Holding tank inspection annual – field	275.00	
CD - On-Site	Authorization, field visit required	650.00	Permit issued under the authorization will be without the repair fee
CD - On-Site	Authorization, no field visit required	240.00	
CD - On-Site	Evaluation/renewal of temporary/hardship authorization	250.00	
CD - On-Site	Existing system evaluation – field	600.00	
CD - On-Site	Sewage disposal service, pumper truck inspection, first truck	165.00	
CD - On-Site	Sewage disposal service, each additional truck	70.00	
CD - On-Site	Accela yearly O&M entry fee, each	5.00	
CD - On-Site	Re-inspection fee	150.00	When a pre-covered inspection correction requires a subsequent reinspection due to the previous corrections not being made. No further inspections until the reinspection fee is paid.
CD - On-Site	Pump evaluation Fee	50.00	For all permits that specify the use of a pump or dosing system except for Sand Filter, ATT, Recirculating gravel filter and pressurized distribution systems
CD - On-Site	On-site specialist consultation fee, in-house, per hour – 1-hour minimum	105.00	
CD - On-Site	On-site specialist consultation fee, field, per hour – 1-hour minimum	210.00	
CD - On-Site	Refund/Administrative fee	50.00	
CD - On-Site	<b>On-Site may charge twice the established fee for a septic permit or approval if work is commenced before the required Permits have been issued.</b>		
CD - On-Site	Notice: A \$100.00 surcharge to offset DEQ administrative and oversight costs and are assessed by DEQ for each site evaluation, construction, repair, renewal		
CD - Planning	<b>Planning Fees:</b>		
CD - Planning	Unless otherwise stated in "Comments", all Planning fees will also have an additional Code Compliance fee per application, as calculated below.		Note: Code Compliance fees may double for violation cases
CD - Planning	1). Code Compliance Fees for planning applications:		
CD - Planning	Planning Fees totaling \$0-200	-	
CD - Planning	Planning Fees totaling \$201-500	60.00	
CD - Planning	Planning Fees totaling \$501-1,000	110.00	
CD - Planning	Planning Fees totaling \$1,001-5,000	170.00	
CD - Planning	Planning Fees totaling \$5,001-Over	550.00	
CD - Planning	2.) Appeals - Remands		
CD - Planning	Appeal to Planning Commission	250.00	No Code Compliance Fee *\$250 or as set by statute

Department	Fee Description	FY 24-25 Fee	Comments
		(\$) Effective 7/1/2024	
CD - Planning	Appeal to County Court	\$3,500 + 20%	Appellant must also provide transcripts of relevant meeting tapes at of original appellant's expense
CD - Planning	Remand from LUBA	\$2,000	Actual costs with deposit required at time of appeal submission - deposit + Covers costs for notices mailed, copy charges, staff time and other actual cost costs.
CD - Planning	CD/USB records, each	10.00	
CD - Planning	3.) Documents Purchased		No Code Compliance Fee
CD - Planning	Duplication fees, per page	0.25	
CD - Planning	Duplication of oversize exhibits, per page	5.00	
CD - Planning	Local Appeal Record on CD/USB, per CD/USB	10.00	
CD - Planning	4.) Land Partitions		Code Compliance Fee to be added
CD - Planning	Land partitions, 2 to 3 lots	1,890.00	
CD - Planning	Measure 49 Land Partition	2,195.00	
CD - Planning	Farm partition/forest partition, 2 to 3 lots	1,890.00	
CD - Planning	Non-farm partition, 2 to 3 lots, including Site Plan Reviews	3,710.00	
CD - Planning	Property Line Adjustment	1,020.00	
CD - Planning	Property Line Adjustment with notice	1,280.00	
CD - Planning	Lot Combining/Uncombining	715.00	
CD - Planning	Final Plat Review	190.00	
CD - Planning	Replat	1,890.00	
CD - Planning	Validation of a unit of land	1,890.00	
CD - Planning	5.) Conditional Use Permits		Code Compliance Fee to be added
CD - Planning	Administrative	1,890.00	e.g. dog kennels, home occupations
CD - Planning	With hearing	4,158.00	e.g. bed & breakfast; golf course, multi-family residential
CD - Planning	Modification of conditions, administrative	1,280.00	
CD - Planning	Modification of conditions, with hearing	3,555.00	
CD - Planning	Mineral aggregate	11,095.00	
CD - Planning	Commercial energy	12,065.00	Additional fee will apply if a goal exception is required
CD - Planning	Forest dwelling	2,950.00	
CD - Planning	6.) Amendments		Code Compliance Fee to be added
CD - Planning	Comprehensive plan amendment	5,490.00	
CD - Planning	Comprehensive plan amendment, required goal exception	7,015.00	
CD - Planning	Zone map change, Measure 56 notice required	5,490.00	
CD - Planning	Zone map change, if no Measure 56 notice required	4,465.00	
CD - Planning	Zone text change, Measure 56 notice required	5,490.00	
CD - Planning	Zone text change, if no Measure 56 notice required	4,465.00	
CD - Planning	7.) Site Plan Reviews		Code Compliance Fee to be added
CD - Planning	Residential	1,020.00	
CD - Planning	Accessory Structure	275.00	
CD - Planning	Accessory Structure – with verification of existing dwelling	350.00	

Department	Fee Description	FY 24-25 Fee	Comments
		(\$) Effective 7/1/2024	
CD - Planning	Accessory Structure – under 200 sq. ft. with no plumbing, electrical or mechanical	90.00	
CD - Planning	Accessory Dwelling Unit	1,165.00	
CD - Planning	Accessory Farm Help Dwelling	1,585.00	
CD - Planning	Accessory Farm Family Dwelling	1,585.00	
CD - Planning	Administrative	1,585.00	
CD - Planning	Farm Dwelling	1,585.00	
CD - Planning	Non-Farm Dwelling on existing parcel	2,950.00	
CD - Planning	Accessory Forest-Family Dwelling	1,585.00	
CD - Planning	Lot of Record	1,585.00	ORS 215.705
CD - Planning	Commercial, Industrial	1,585.00	
CD - Planning	Utility Facilities, Cell Towers	3,710.00	
CD - Planning	Site Plan Modification	715.00	
CD - Planning	Renewal of expired site plan review (residential zone dwellings)	50%	50% of original fee
CD - Planning	8.) Subdivisions / Planned Unit Developments		Code Compliance Fee to be added
CD - Planning	Outline development / master plan	\$3,650 + \$230	Base fee of \$3,650, plus \$230 per lot per lot
CD - Planning	Subdivision name changes, per change	860.00	
CD - Planning	Final plat review	2,125.00	
CD - Planning	Subdivision modification request by applicant with hearing	5,225.00	
CD - Planning	Public hearing extension request	860.00	
CD - Planning	Replat	1,890.00	
CD - Planning	9.) Destination Resort		Code Compliance Fee to be added
CD - Planning	Conditional Use Permit, Modification	18,775.00	
CD - Planning	Subdivision Phase	\$4,165 + \$230	Base fee of \$4,165, plus \$230 per lot per lot
CD - Planning	Site plan review – Residential	1,318.00	
CD - Planning	Site plan review – Commercial	1,470.00	
CD - Planning	Final development review	3,895.00	
CD - Planning	Final plat review	2,125.00	
CD - Planning	Replat	1,890.00	
CD - Planning	10.) Other Permit Fees		Code Compliance Fee to be added
CD - Planning	Legal parcel/lot determination		
CD - Planning	First legal lot	525.00	
CD - Planning	Each additional lot	315.00	
CD - Planning	Complex project fee		Actual costs, Actual costs will be charged; \$1,100 deposit required \$1,100 deposit req'd
CD - Planning	Variance		

Department	Fee Description	FY 24-25 Fee	Comments
		(\$) Effective 7/1/2024	
CD - Planning	Without public hearing	1,020.00	
CD - Planning	With public hearing	3,555.00	
CD - Planning	Declaratory ruling	1,585.00	
CD - Planning	Declaratory ruling - Measure 49	Actual costs, \$7,500 deposit req'd	Actual cost will be charged; \$7,500 deposit required
CD - Planning	Nonconforming Use Alteration	Actual costs, \$1,500 deposit req'd	Actual costs will be charged; \$1,500 deposit required
CD - Planning	Sign Permit	555.00	
CD - Planning	Temporary Hardship		
CD - Planning	Dwelling	430.00	
CD - Planning	Renewal, every 2 years	95.00	
CD - Planning	Temporary Use Permit		
CD - Planning	Property owner RV on lot for up to 6 months	280.00	
CD - Planning	Property owner RV on lot renewal for next 6 months	40.00	
CD - Planning	Land Use Compatibility Statement	90.00	
CD - Planning	Planning Director Determination (Interpretation-Advisory Only)	1,315.00	
CD - Planning	Staff Research/Consultation, per hour – 1-hour minimum	84.00	
CD - Planning	All land use extension requests	290.00	
CD - Planning	Amendments to applications after completeness has been determined	Actual costs, \$315 deposit req'd	Actual costs will be charged; \$315 deposit required
CD - Planning	Refund Requests		
CD - Planning	Within 30 days of acceptance	75%	
CD - Planning	After 30 days of acceptance	50%	
CD - Planning	Decision has been issued or incomplete for more than 180 days	no refund	
CD - Planning	Farm stand reviews	290.00	
CD - Planning	One mile study	735.00	
CD - Planning	Soils report	90.00	
CD - Planning	Wildlife density analysis	90.00	
CD - Planning	Consultant fee*	Actual costs, \$5,000 deposit req'd	Actual costs will be charged; \$5,000 deposit required

		FY 24-25 Fee (\$) Effective 7/1/2024	Comments
Department	Fee Description		
CD - Planning	*Consultant fees are charged when in the judgment of the Planning Director, Planning Commission, or County Counsel, expertise or resources are required outside the scope of the County's ability to evaluate an application accurately or timely and additional assistance is needed. In some cases, consultation is required by County ordinance. Examples include but are not limited to evaluation of a proposed energy-related facility and related impacts, evaluation of environmental impact of certain industries, evaluation of the impact of certain applications on airport operations or a traffic-impact study.		
CD - Planning	11.) Events		Code Compliance Fee to be added
CD - Planning	Agritourism in County Exclusive Farm Use Zones		
CD - Planning	Expedited one time single event	170.00	
CD - Planning	Single Event		Actual costs, Actual costs will be charged; \$580 deposit required \$580 deposit req'd
CD - Planning	2 to 6 Events without Public Hearing		actual costs, Actual costs will be charged; \$790 deposit required \$790 deposit req'd
CD - Planning	2 to 6 Events with Public Hearing		actual costs, Actual costs will be charged; \$1,215 deposit required \$1,215 deposit req'd
CD - Planning	7 to 18 Events		actual costs, Actual costs will be charged; \$2,865 deposit required \$2,865 deposit req'd
CD - Planning	Agritourism renewal	260.00	
CD - Planning	Social Gatherings		As identified in Crook County Code 5.04 Article II
CD - Planning	101 to 250 participants	230.00	
CD - Planning	251 to 500	575.00	
CD - Planning	501 to 1,000	1,155.00	
CD - Planning	1,001 to 3,000	1,735.00	
CD - Planning	Mass Gatherings (As identified in Crook County Code 5.04 Article I)	5,785.00	As identified in Crook County Code 5.04 Article I
CD - Planning	12.) Road Approach		Code Compliance Fee to be added
CD - Planning	Road Approach Permits		Collected fees shared between CD-Planning and Road Department or CD-Planning and CD-Code Compliance
CD - Planning	Residential, new	300.00	For County-maintained roads or roads approaching County-maintained roads, \$150.00 to CD-Planning and \$150.00 to Road Department. For public and private roads that do not approach state, County, or City roads, \$150.00 to CD-Planning and \$150.00 to CD-Code Compliance.

Department	Fee Description	FY 24-25 Fee (\$) Effective 7/1/2024	Comments
CD - Planning	Residential, grandfathered	155.00	No fee for accesses created prior to 2000. Grandfathered Access permits are for existing single homes only. For County-maintained roads or roads approaching County-maintained roads, \$52.50 to CD-Planning and \$102.50 to Road Department. For public and private roads that do not approach state, County, or City roads, \$52.50 to CD-Planning and \$102.50 to CD-Code Compliance.
CD - Planning	Subdivision / PUD / Destination Resort	1,155.00	For County-maintained roads or roads approaching County-maintained roads, \$472.50 to CD-Planning and \$682.50 to Road Department. For public and private roads that do not approach state, County, or City roads, \$472.50 to CD-Planning and \$682.50 to CD-Code Compliance.
CD - Planning	Commercial/ industrial or institutional	585.00	For County-maintained roads or roads approaching County-maintained roads, \$292.50 to CD-Planning and \$292.50 to Road Department. For public and private roads that do not approach state, County, or City roads, \$292.50 to CD-Planning and \$292.50 to CD-Code Compliance.
CD - Planning	Re-Inspection fee, per inspection	55.00	
CD - Planning	13.) Addressing/Roads		
CD - Planning	Addressing		
CD - Planning	County (excluding inside city limits)	150.00	Includes \$120.00 Address Assignment + \$30.00 Fire Marker
CD - Planning	Inside City limits	120.00	
CD - Planning	Utility Address	120.00	(may be required for a permit where a utility is requested)
CD - Planning	Fire Marker Fee for Existing, Verified Address	30.00	
CD - Planning	Road Naming	2,055.00	Code Compliance Fee to be added
CD - Planning	New or replacement road name sign/stop/post	785.00	Installed by County Road Dept; within the County right of way on a private or public road and/or intersecting County-maintained road
CD - Planning	Road Vacation	1,575.00	Collected fees shared \$1,030 to County Counsel, \$545 to Road Department
CD - Planning	Road Development Inspection Fees		For Public and Private Roads; Road Inspection costs are paid to a third-party engineering firm. The fees listed reflect the actual costs.
CD - Planning	Traffic Review		
CD - Planning	0 to 20 potential average daily trips	1,730.00	
CD - Planning	21 to 99 potential average daily trips	1,730.00	
CD - Planning	100 to 200 potential average daily trips	5,250.00	
CD - Planning	Resorts	15,750.00	
CD - Planning	Plan Review		
CD - Planning	0 to 20 potential average daily trips	3,150.00	
CD - Planning	21 to 99 potential average daily trips	4,200.00	

Department	Fee Description	FY 24-25 Fee	
		Effective 7/1/2024	Comments
CD - Planning	100 to 200 potential average daily trips	5,250.00	
CD - Planning	Resorts	15,750.00	
CD - Planning	Site Observations		Includes cost of storm water plan review
CD - Planning	0 to 20 potential average daily trips	2,585.00	
CD - Planning	21 to 99 potential average daily trips	2,585.00	
CD - Planning	100 to 200 potential average daily trips	2,585.00	
CD - Planning	Resorts	5,250.00	
CD - Planning	Note 1: Fees assume 3 reviews will be adequate. For projects requiring additional visits, additional fees will apply.		
CD - Planning	Note 2: Fees assume 4 site visits will be adequate. For projects requiring additional visits, additional fees will apply.		
CD - Planning	Note 3: Assumes 4 site visits (sub-base, ¾", ½" and paving). For projects requiring additional visits, additional fees will apply.		
CD - Planning	Note 4: Fees shown above are for subdivisions up to 200 potential average daily trips. For subdivisions in excess of 200 potential average daily trips,		
<b>Community Corrections</b>	DNA Collection Fee	10.00	
Community Corrections	Dirty Urinalysis Fee	20.00	
Community Corrections	Interstate Compact Fee	150.00	
Community Corrections	Work Crew Orientation Fee	40.00	
Community Corrections	Work crew hourly rate		Rural min. Rural minimum wage is \$13.20 as of 7/1/2023 wage
<b>County Clerk</b>	Board of Property Tax Appeals hearing USB copy	10.00	
County Clerk	Computer prints, per page, per side	0.25	
County Clerk	Electronic voter list (email or USB)	35.00	
County Clerk	Additional first page recording fee	5.00	in addition to statutory fee; supports computer replacement
County Clerk	Domestic Partnerships conciliation fee	10.00	
County Clerk	HB 2436 Implementation – (ORS 205.323), per document	1.00	
County Clerk	(includes the 2018 HB 4007 updates)		assessed the Housing Alliance Fee
County Clerk	HB 2339 & SB 618 Implementation, per document	2.00	Assessed the A&T Fee
County Clerk	Marriage License Amendments	25.00	
County Clerk	Research and Collation Fee, per hour	40.00	per hour
County Clerk	Voter's Pamphlet measure argument filing fee	300.00	Or a petition containing signatures per County Code 2.32.040
<b>Administration</b>	County Liquor License Application		
Administration	New	50.00	
Administration	Renewal	25.00	
<b>County Counsel</b>	Legal Counsel review, per hour	165.00	Rates are based on actual costs of personnel, services and supplies, and overhead.

Department	Fee Description	FY 24-25 Fee (\$) Effective 7/1/2024	Comments
County Counsel	Paralegal staff time, per hour	115.00	Rates are based on actual costs of personnel, services and supplies, and overhead.
County Counsel	Complex Project Fee	Actual cost, \$1,000 deposit req'd	Actual cost will be charged; \$1,000 deposit required
<b>District Attorney</b>	Traffic violations	15.00	
District Attorney	Diversion revocations	15.00	
District Attorney	Probation violations (misdemeanor and felony)	15.00	
District Attorney	Non-traffic violations and misdemeanor crimes	-	
District Attorney	First 30 pages	20.00	
District Attorney	per page after 30 pages	0.25	
District Attorney	Felony crimes	-	
District Attorney	First 30 pages	20.00	
District Attorney	per page after 30 pages	0.25	
District Attorney	Homicides	-	
District Attorney	First 30 pages	200.00	
District Attorney	per page after 30 pages	0.25	
District Attorney	Physical media storage device (CD, tape, zip drive, etc.)	25.00	
District Attorney	Digital media/digital evidence, per item	10.00	Video or other non-document items
District Attorney	Legal Counsel or District Attorney review, per hour	165.00	Rates are based on actual costs of personnel, services and supplies, and overhead.
District Attorney	Paralegal staff time, per hour	115.00	Rates are based on actual costs of personnel, services and supplies, and overhead.
District Attorney	Legal Assistant staff time, per hour	90.00	Rates are based on actual costs of personnel, services and supplies, and overhead.
District Attorney	Complex Project Fee	Actual costs, \$1,000 deposit req'd	Actual costs will be charged; \$1,000 deposit required
<b>Facilities</b>	<i>Fees not applicable for Crook County or City of Prineville Government</i>		
<b>Finance</b>	Monthly delinquent file listing for property taxes, per month	100.00	
Finance	Research Fee, per hour - 1 hr minimum	120.00	Rates are based on actual costs of personnel, services and supplies, and overhead.
Finance	Special Check Run (outside regular schedule)	25.00	
<b>Fairgrounds</b>			
Fairgrounds	<b>Refundable Deposit Rates</b>		Refunded in 2-10 business days depending upon payment method



Department	Fee Description	FY 24-25 Fee	Comments
		(\$) Effective 7/1/2024	
Fairgrounds	Damage & Cleaning (alcohol present)*	1,800.00	
Fairgrounds	*Security is required for events where alcohol is served, and must be coordinated and paid for by the renter. Security must be present for the duration of the event. Private events are no longer allowed to serve alcohol.		
Fairgrounds	Damage & Cleaning (no alcohol present)	600.00	
Fairgrounds	Kitchen Use Per Rental	132.00	
Fairgrounds	PA System Deposit	66.00	
Fairgrounds	<b>Rental Rates</b>		All renters are required to provide proof of Special Events Liability Insurance with a \$1M minimum aggregate, naming Crook County and the Crook County Fair Board as additional insureds.
Fairgrounds	<i>Carey Foster Hall</i>		
Fairgrounds	All Event Types per day (8:00am to 11:30pm)	588.00	
Fairgrounds	All Event Types per day (8:00am to 11:30pm) Set-up & Tear-Down Rate	294.00	
Fairgrounds	All Event Types hourly rate	66.00	
Fairgrounds	Kitchen Use per rental period	132.00	
Fairgrounds	PA System Use per rental period	66.00	
Fairgrounds	<i>Grizzly Mountain Pavilion</i>		
Fairgrounds	All Event Types per day (8:00am to 11:30pm)	424.00	Building expansion, 2,000 sf added in 2024
Fairgrounds	All Event Types per day (8:00am to 11:30pm) Set-up & Tear-Down Rate	212.00	
Fairgrounds	All Event Types hourly rate	66.00	
Fairgrounds	<i>Indoor Arena</i>		
Fairgrounds	Non-Ticketed Event per day (8:00am to 11:30pm)	588.00	
Fairgrounds	Non-Ticketed Event per day (8:00am to 11:30pm) Set-up & Tear-Down Rate	294.00	
Fairgrounds	Ticketed Event per session (8:00am to 11:30pm)	1,944.00	
Fairgrounds	Ticketed Event per day (8:00am to 11:30pm) Set-up & Tear-Down Rate	294.00	
Fairgrounds	All Event Types hourly rate	66.00	
Fairgrounds	Bereavement per event	150.00	
Fairgrounds	Lights per hour	8.00	
Fairgrounds	Pens (each pen per rental period)	11.00	
Fairgrounds	PA System Use per rental period	66.00	
Fairgrounds	Heating Fees (5 banks available) per hour per bank	16.00	
Fairgrounds	Tractor or Water Truck Usage each per rental period	85.00	
Fairgrounds	Fee to roll arena flat	120.00	
Fairgrounds	<i>Pavilion Tent &amp; Stage</i>		
Fairgrounds	Pavilion Tent & Stage only per day	324.00	

Department	Fee Description	FY 24-25 Fee	Comments
		(\$) Effective 7/1/2024	
Fairgrounds	Pavilion Tent, Stage & Grass Area per day (RV Hookups included)	588.00	
Fairgrounds	Pavilion Tent & Stage hourly rate	66.00	
Fairgrounds	<i>Outdoor Arena</i>		
Fairgrounds	Non-Ticketed Event per day (8:00am to 11:30pm)	714.00	
Fairgrounds	Non-Ticketed Event per day (8:00am to 11:30pm) Set-up & Tear-Down Rate	357.00	
Fairgrounds	Ticketed Event per session (8:00am to 11:30pm)	1,944.00	
Fairgrounds	Ticketed Event per day (8:00am to 11:30pm) Set-up & Tear-Down Rate	357.00	
Fairgrounds	All Event Types hourly rate	66.00	
Fairgrounds	Bereavement per event	150.00	
Fairgrounds	Lights per hour	27.00	
Fairgrounds	PA System Use per rental period	66.00	
Fairgrounds	Tractor or Water Truck Usage each per rental period	85.00	
Fairgrounds	Event Setup & Take Down Fee per hour	132.00	
Fairgrounds	<i>Lookout Mountain Building</i>		
Fairgrounds	All Event Types per day (8:00am to 11:30pm)	200.00	
Fairgrounds	All Event Types hourly rate	66.00	
Fairgrounds	Bereavement per event	150.00	
Fairgrounds	<i>Open Riding</i>		
Fairgrounds	Per rider, per day	11.00	
Fairgrounds	Per rider, 30-day permit	46.00	
Fairgrounds	Per family, 30-day permit (immediate family members only)	90.00	
Fairgrounds	<i>Stalls</i>		
Fairgrounds	Horse stalls (per night, shavings not included)	\$20/night + \$25 fee for each stall not mucked out upon leaving \$25 fee per stall not mucked	
Fairgrounds	<i>Camping</i>		
Fairgrounds	Dry Camping (per night)	20.00	
Fairgrounds	RV Hook Ups (per night)	30.00	
<b>GIS</b>	<b>Professional Services</b>		
GIS	Standard labor rate, per hour – 1-hour minimum	120.00	Rates are based on actual costs of personnel, services and supplies, and overhead.
GIS	Quick Maps – Small Format	10.00 + print costs	Basic layers with or w/o imagery
GIS	Quick Maps – Large Format	15.00 + print costs	Basic layers with or w/o imagery

Department	Fee Description	FY 24-25 Fee	Comments
		(\$) Effective 7/1/2024	
GIS	Custom Mapping, per hour – 1-hour minimum	120.00	Rates are based on actual costs of personnel, services and supplies, and overhead.
GIS	GIS Database Analysis, per hour – 1-hour minimum	120.00	Rates are based on actual costs of personnel, services and supplies, and overhead.
GIS	<b>Printing (Small format) Cost Per sheet</b>		
GIS	8.5 X 11 (B&W)	0.50	
GIS	8.5 X 11 (Color)	1.00	
GIS	11 X 17 (B&W)	1.00	
GIS	11 X 17 (Color)	2.00	
GIS	<b>Printing (Large format)</b>		
GIS	Plat Copy (B&W), Per sheet	5.00	
GIS	Maps/other (B&W), per sq. ft. – \$10 minimum	1.50	\$10 minimum
GIS	Maps/other (Color), per sq. ft. – \$10 minimum	2.00	\$10 minimum
GIS	<b>Scanning</b>		
GIS	Small Format (11 X 17 and smaller), per sheet – \$5 minimum	0.50	\$5 minimum
GIS	Large Format (larger than 11 X 17), per sq. ft. – \$15 minimum	1.50	\$15 minimum
GIS	<b>Custom services</b>		
GIS	1- mile study and report	170.00	
GIS	Soil survey 1	25.00	
GIS	Soil survey 2	75.00	
GIS	<b>GIS Data</b>		
GIS	Custom Data Request, per hour - 1 hour minimum	120.00	Rates are based on actual costs of personnel, services and supplies, and overhead.
GIS	Media fee, per disk or storage device	10.00	
GIS	<b>GIS Mapping fee (included in planning fees)</b>		
GIS	Conditional use Permit, non-farm partitioning/vacant/herbaceous forest, per lot	60.00	
GIS	Conditional use Permit, non-farm partitioning w/existing residence, per lot	60.00	
GIS	Conditional use Permit, non-farm dwelling on existing parcel	60.00	
GIS	Conditional use Permit, farm partitioning	60.00	
GIS	Conditional use Permit, non-residential	60.00	
GIS	Site plan review, residential or commercial	60.00	
GIS	Subdivision, PUD, condo, per unit, per lot	60.00	
GIS	Final plat review, subdivision, Per lot	60.00	
GIS	Road Vacation	60.00	
<b>Health Services</b>	In most cases, the increases in immunizations are based on changes in the cost of supplies. The allowable Medicaid immunization reimbursement is \$21.96.		
Health Services	Certain fees shown are subject to adjustment on a sliding scale basis for qualifying individuals as determined by Federal guidelines.		

Department	Fee Description	FY 24-25 Fee	Comments
		(\$) Effective 7/1/2024	
Health Services	<b>Worksite &amp; Community Wellness:</b>		
Health Services	Health Education/Training/Promotion/Consultation (Non County Businesses)	50.00 - 75.00	
Health Services	Blood Borne Pathogen Training	50.00	
Health Services	Mental Health First Aid	519.00	
Health Services	QPR	80.00	
Health Services	Living Well with Chronic Conditions	600.00	
Health Services	Diabetes Prevention Program		
Health Services	Other Training (Businesses), hourly rate	50.00	
Health Services	<b>Immunizations</b> - Vaccine For Children (VFC and 317 Program): Vaccine from the State – No Charge for Cost of Vaccine, only the administration fee of \$21.96		
Health Services	DTaP (Infanrix)	21.96	
Health Services	DTaP/IPV/Hib (Pentacel)	21.96	
Health Services	DTap/Hep B/IPV (Pediatrix)	21.96	
Health Services	DTap/IPV (Kinrix)	21.96	
Health Services	DTap/Hib (TriHiBit)	21.96	
Health Services	Hepatitis A Pediatric (Havrix)	21.96	
Health Services	Hepatitis B Pediatric (Engerix)	21.96	
Health Services	Hepatitis B/Hib (Comvax)	21.96	
Health Services	Hib (ActHib)	21.96	
Health Services	HPV (Gardasil)	21.96	
Health Services	IPV (IPOL)	21.96	
Health Services	Meningococcal –MCV4 (Menactra)	21.96	
Health Services	MMR (Measles, Mumps, Rubella)	21.96	
Health Services	MMRV (Measles, Mumps, Rubella, Varicella) (ProQuad)	21.96	
Health Services	PCV13 (Pneumovax)	21.96	
Health Services	Polio IPV	21.96	
Health Services	Rotavirus (RotaTeq & Rotarix)	21.96	
Health Services	Td Immunization (7 and older)	21.96	
Health Services	Tdap Immunization (10-18 years - Boostrix)	21.96	
Health Services	Varicella (Chickenpox – Varivax)	21.96	
Health Services	<b>Special Programs** Admin. Fee only</b>		
Health Services	Influenza (VFC and special population)	21.96	
Health Services	Flumist (VFC)	21.96	
Health Services	IG – only pay administration fee	21.96	
Health Services	COVID-19 Vaccine	40.00	
Health Services	<b>Special Programs – No Fee</b>		
Health Services	<b>Vaccines Non VFC Program</b>		Administration Fee included in Price
Health Services	All vaccines	\$21.96 + actual cost	
Health Services	<b>Vital Statistics and Medical Records:</b>		

Department	Fee Description	FY 24-25 Fee	Comments
		(\$) Effective 7/1/2024	
Health Services	Birth and Death Certificates (First)	25.00	
Health Services	Additional Birth and Death Certificates, each	25.00	
Health Services	Replacement Fee (Birth and Death), each	5.00	
Health Services	Record page copies – client chart (after ten pages), per page	0.25	
Health Services	Expedited Order Fee	7.00	
Health Services	<b><u>Miscellaneous:</u></b>		
Health Services	Shot Record Replacement	1.00	
Health Services	Head Lice Check	10.00	
Health Services	Lead Screening	300.00	
Health Services	<b><u>Increases in fees for the Reproductive Health program are based on the Required Cost Analysis which demonstrated the following charges.</u></b>		
Health Services	<b><u>Lab Tests:</u></b>		
Health Services	Venipuncture/Court Ordered	15.00	
Health Services	Venipuncture/VDRL, Hepatitis	15.00	
Health Services	99211 Nurse Lab Draw	300.00	
Health Services	<b><u>In House Testing:</u></b>		
Health Services	Rapid Syphilis	-	
Health Services	Bacterial Vaginosis Point of Care	15.00	
Health Services	HCG Pregnancy Urine (Lab Test)	12.00	
Health Services	HIV C/T Rapid Test	50.00	
Health Services	HIV Rapid Test – State Program	no charge per state contract	
Health Services	Trichomonas Point of Care	15.00	
Health Services	UA w/o Micro	15.00	
Health Services	Wet Mount (Lab Test)	15.00	
Health Services	Rapid Hepatitis C Test	no charge per state contract	
Health Services	Rapid COVID Testing (pre-approved by clinic staff only)	150.00	
Health Services	Pronto Rapid HgB Test	15.00	
Health Services	<b><u>External Lab Testing:</u></b>		
Health Services	Chlamydia/GC	20.00	
Health Services	HIV C/T Test (Sliding Scale)	25.00	
Health Services	Thin Prep Pap with Co Testing	100.00	
Health Services	Thin Prep Pap Smear	65.00	
Health Services	Syphilis Serology + venipuncture fee	25.48	Amount listed does not include \$15.00 venipuncture fee
Health Services	Hepatitis C + venipuncture fee	20.00	Amount listed does not include \$15.00 venipuncture fee
Health Services	Hepatitis B + venipuncture fee	15.00	Amount listed does not include \$15.00 venipuncture fee

Department	Fee Description	FY 24-25 Fee	Comments
		(\$) Effective 7/1/2024	
Health Services	Titer (Hep B surface, Hep C + venipuncture fee)	20.00	Amount listed does not include \$15.00 venipuncture fee
Health Services	Quantiferon (Risk)	No Charge	
Health Services	Quantiferon	65.00	Amount listed does not include \$15.00 venipuncture fee
Health Services	<b>(If more than one titer is being done, only charge 1 venipuncture fee)</b>		
Health Services	<b>*Lab Fees – actual flow- outside lab price – may change due to laboratory cost change.</b>		
Health Services	<b><u>Injections</u></b>		
Health Services	Therapeutic/Antibiotic Injection Administration	15.00	
Health Services	<b><u>Dispensed Medications</u></b>		
Health Services	Azithromycin - State Supplied	0	
Health Services	Azithromycin - EPT, per pill	0.50	
Health Services	Imiquimod cream, per box	15.00	
Health Services	Boric Acid, per bottle	10.00	
Health Services	Cefixime, per pill	3.00	
Health Services	Condylox Gel 5% Packet, per pack	10.00	
Health Services	Doxycycline 100 mg, per pill	0.05	
Health Services	Rochepin (STD)	State Supplied	
Health Services	Rochepin 1 g	Actual cost	
Health Services	Metronidazole 500 mg, per pill	0.25	
Health Services	Metronidazole Gel, per package	5.00	
Health Services	Valtrex, per pill	1.50	
Health Services	Fluconazole, per pill	2.50	
Health Services	Penicillin injection	State supplied	
Health Services	Prenatal Vitamins	5.00	
Health Services	<b>*Reproductive Health Contraceptive Supplies: Sliding Fee Scale (Changes are based on our cost and changes in the cost of supplies)</b>		
Health Services	Condoms – latex, pack of 12	5.00	
Health Services	Condoms – non-latex, per box	13.00	
Health Services	Condoms – Female, each	11.00	
Health Services	Depo-Provera IM Injection, per injection	12.00	
Health Services	Depo Provera Subcutaneous Injection, per injection device	25.00	
Health Services	Caya	65.00	
Health Services	ECP Pills (levonogestrel 1.5)	10.00	
Health Services	ECP (Ella)	30.00	
Health Services	Implanon	550.00	
Health Services	IUD (Mirena)	425.00	
Health Services	IUD (Paraguard)	300.00	
Health Services	IUD (Kyleena)	685.00	

Department	Fee Description	FY 24-25 Fee	Comments
		(\$) Effective 7/1/2024	
Health Services	Oral Contraceptives, based on cost	10.00	Actual cost
Health Services	Slynd Oral Contraceptive, per pack	Actual cost	Actual cost, no generic available
Health Services	Spermicides	15.00	
Health Services	Sponge	15.00	
Health Services	Nuva Ring	10.00	
Health Services	Xulane or Twirla, per patch	50.00	
Health Services	Annovera	1,300.00	
Health Services	Phexxi	20.00	
Health Services	<b><u>Reproductive Health New Patient Office Visit</u></b>		
Health Services	<u>Code</u>	<u>Billing Price</u>	
Health Services	Self Pay Client Visit Only	150.00	Does not include labs or supplies
Health Services	99201 Problem Focused, per visit, 10 minutes face-to-face	150.00	
Health Services	99202 Expanded Problem Focused, 20 minutes face-to-face	185.00	
Health Services	99203 Detailed low, 30 minutes face-to-face	230.00	
Health Services	99204 Comprehensive Moderate, 45 minutes face-to-face	345.00	
Health Services	99205 Comprehensive High, 60 minutes face-to-face	406.00	
Health Services	<b><u>New Patients Preventive Visits</u></b>		
Health Services	<u>Code</u>	<u>Billing Price</u>	
Health Services	99384	221.00	
Health Services	99385	221.00	
Health Services	99386	221.00	
Health Services	<b><u>Reproductive Health and/or STI Established Patient Visit</u></b>		
Health Services	<u>Code</u>	<u>Billing Price</u>	
Health Services	Self Pay Client Visit Only	150.00	
Health Services	99211 RN Visit	150.00	
Health Services	99212 Problem Focused, 10 minutes face-to-face	150.00	
Health Services	99213 Expanded Problem Focused, 15 minutes face-to-face	150.00	
Health Services	99214 Detailed low, 25 minutes face-to-face	175.00	
Health Services	99215 Comprehensive Moderate, 40 minutes face-to-face	250.00	
Health Services	<b><u>Established Preventive Visits</u></b>		
Health Services	<u>Code</u>	<u>Billing Price</u>	
Health Services	99394	175.00	
Health Services	99395	75.00	
Health Services	99396	75.00	
Health Services	<b><u>Reproductive Health Program</u></b>		
Health Services	Contraceptive/Counseling Visit		
Health Services	Low Complexity	79.00	
Health Services	Moderate Complexity	203.00	
Health Services	High Complexity	319.00	
Health Services	DMAP Clients Only		

Department	Fee Description	FY 24-25 Fee	Comments
		(\$) Effective 7/1/2024	
Health Services	All inclusive visit	135.00	
Health Services	Translator Services:		
Health Services	Supply Only Visit	28.00	
Health Services	Low Complexity	67.00	
Health Services	Moderate Complexity	67.00	
Health Services	High Complexity	84.00	
Health Services	<b><u>Procedures</u></b>		
Health Services	Diaphragm Fit	135.00	
Health Services	IUD Insertion	150.00	
Health Services	IUD Removal	175.00	
Health Services	Wart Treatment (1-14 – cryotherapy)	188.00	Pay up front
Health Services	Wart Treatment (15 or more – cryotherapy)	225.00	Pay up front
Health Services	Implanon Insertion	100.00	
Health Services	Implanon Removal	100.00	
Health Services	Suture removal	10.00	
Health Services	<b><u>Maternal Child Health Programs*</u></b>		*Fees set by State OHA Program and may adjust as OHA adjusts fees. These fees are billed through Medicaid.
Health Services	Babies First Targeted Case Management	460.36	
Health Services	Expanded Babies First Targeted Case Management	460.36	
Health Services	CaCoon Targeted Case Management	460.36	
Health Services	Family Connects Single Newborn Case Rate	1,276.93	
Health Services	Family Connects Single Visit	293.69	
Health Services	Family Connect Multiple Infant Same Visit	204.31	
Health Services	Perinatal/Lactation Visit 15 min	31.14	
Health Services	Perinatal/Lactation Visit 30 min	50.57	
Health Services	Perinatal/Lactation Visit 45 min	69.49	
Health Services	Perinatal/Lactation Visit 60 min	88.64	
Health Services	<b><u>Tuberculosis Services – Medications (No Charge – State Supplied)</u></b>		
Health Services	PPD – TB Test	30.00	
Health Services	Vitamin B6	No Charge	
Health Services	Ethambutol	No Charge	
Health Services	Isoniazid	No Charge	
Health Services	Pyrazinamide	No Charge	
Health Services	Rifampin	No Charge	
Health Services	TB Test-IGRA (blood test)	0.00 +15.00	No Charge plus venipuncture fee
Health Services	<b><u>Food Service Inspection</u></b>		
Health Services	Food service inspection fees are those authorized by the Oregon DHS. In addition, the following fees and surcharges are authorized:		
Health Services	Full service restaurant/caterer fees based on seating criteria		



Department	Fee Description	FY 24-25 Fee	Comments
		(\$) Effective 7/1/2024	
Health Services	0-15 seats	520.00	
Health Services	16-50 seats	585.00	
Health Services	51-150 seats	655.00	
Health Services	150+ seats	690.00	
Health Services	Bed and breakfast	210.00	
Health Services	Limited service restaurant	300.00	
Health Services	Commissary	400.00	
Health Services	Warehouse	210.00	
Health Services	Mobile unit, licensed in-County		
Health Services	Class I	290.00	
Health Services	Class II	300.00	
Health Services	Class III	325.00	
Health Services	Class IV	340.00	
Health Services	Mobile unit, licensed out of County, inspected in Crook County, per event	25.00	
Health Services	Temporary restaurant license, one day event	75.00	
Health Services	Temporary restaurant license, two or more days	75.00	
Health Services	Intermittent temporary restaurant license no more than 30 days same food/location, more than one oversight organization	100.00	
Health Services	Seasonal temporary restaurant license no more than 90 days same location/food and under one oversight organization	100.00	
Health Services	Intermittent/Seasonal Operational Review- prior to either permit being issued (needs to be obtained at least 14 days prior to license application)	100.00	
Health Services	Temporary benevolent-license (good for up to 13 one to three day events)	No Charge	Must show valid IRS tax-exempt I.D. number to qualify
Health Services	(Intermittent and Seasonal for benevolent will require an Operational Review)	45.00	
Health Services	** Intermittent or seasonal temporaries requiring an additional inspection due		
Health Services	to a complaint or infraction will be charged at the daily rate	40.00	
Health Services	Penalty fee for late renewal of restaurant license, per month	100.00	"Late" means after the 31st or last day of the month during which license was required
Health Services	Vending machines inspection per company		
Health Services	1-10 machines	70.00	
Health Services	11-20 machines	70.00	
Health Services	21-30 machines	95.00	
Health Services	31-40 machines	100.00	

Department	Fee Description	FY 24-25 Fee	Comments
		(\$) Effective 7/1/2024	
Health Services	41-50 machines	125.00	
Health Services	Tourist Facility inspection fees		
Health Services	Bed and breakfast (non-kitchen inspection)	100.00	
Health Services	Travelers accommodations	120.00	
Health Services	Recreation park, plus per space charge as follows:	120.00	
Health Services	1 to 50 RV spaces, per space	2.50	
Health Services	51 to 100 RV spaces, per space	1.50	
Health Services	101+ RV spaces, per space	1.00	
Health Services	Organizational camps	170.00	
Health Services	Destination resort overnight lodging unit cluster license	400.00	includes hot tub maintenance permit
Health Services	Note: Any person licensed under ORS 446.310 to 446.350 to engage in the recreation park or traveler’s accommodations business who fails to renew a license on or before the expiration date is considered delinquent. If delinquency exceeds 15 days past the expiration date a penalty fee of 50% of the annual license fee shall be assessed. The penalty fee will increase by 50% of the license fee on the first day of each succeeding month of delinquency.		
Health Services	<u>Food Service Plan Review Fees/Initial/New Construction</u>		
Health Services	Full service restaurant	350.00	
Health Services	Bed and breakfast and restaurant (if required)	350.00	
Health Services	Commissary	250.00	
Health Services	Warehouse	100.00	
Health Services	Tourist Facility Plan Review (RV, Hotel)	350.00	
Health Services	Limited service	200.00	
Health Services	<u>Mobile units:</u>		
Health Services	Class I	200.00	
Health Services	Class II	225.00	
Health Services	Class III	275.00	
Health Services	Class IV	300.00	
Health Services	Mobile Unit w/previous plan review	50.00	
Health Services	Organizational Camp - w/o food kitchen building	200.00	
Health Services	Organizational Camp w/ food kitchen facility	275.00	
Health Services	<u>Remodeling</u>		
Health Services	Full service restaurant	250.00	
Health Services	All Others (turn-key/no construction)	200.00	
Health Services	<u>Other:</u>		
Health Services	Daycare inspection	100.00	
Health Services	School inspection	125.00	
Health Services	Public swimming pool and spa inspection fee, first pool/spa	400.00	
Health Services	Additional (year round) pools and spas each	300.00	
Health Services	Seasonal pool	300.00	
Health Services	Additional seasonal pool/spa	300.00	
Health Services	Loan inspections water	145.00	
Health Services	Food handler certificate	10.00	

Department	Fee Description	FY 24-25 Fee	Comments
		(\$) Effective 7/1/2024	
Health Services	Food handler replacement certificate	5.00	
Health Services	Administrative fee non-specific to above listed fees, per 15 minutes -- 15 minute minimum	5.00	
Health Services	Environmental health specialist consultation fee, in-house, per hour -- 1 hour minimum	95.00	
Health Services	Environmental health specialist consultation fee, fieldper hour -- 1 hour minimum	145.00	
Health Services	Refund processing fee	25.00	
Health Services	Plan Review Packet	5.00	
Health Services	Note: A supplementary inspection charge equal to 50% of the annual license fee shall be assessed for each complete inspection required because of failure to meet applicable standards when such complete inspection is performed during the license period in addition to the two semi-annual inspections normally performed. Charges accrued and not paid during the current license period will be added to the license fee for the next license period and will be subject to the late penalty fee of \$100 for each month fee remains unpaid.		
Health Services	New licensees will not be assessed any surcharges accrued by the previous license holder. Any facility opened in Oct/Nov/Dec will be charged 50% of the required		
<b>Info Technology</b>	IT – Professional Services		Fees not charged to other units of County government
Info Technology	Server and Desktop Labor, per hour (billed in ¼ hour increments)	85.00	Rates are based on actual costs of personnel, services and supplies, and overhead.
Info Technology	Network and Wireless Labor, per hour (billed in ¼ hour increments)	125.00	Rates are based on actual costs of personnel, services and supplies, and overhead.
Info Technology	Consulting and Training Labor, per hour (billed in ¼ hour increments)	150.00	Rates are based on actual costs of personnel, services and supplies, and overhead.
<b>Landfill</b>	All weight-based charges are subject to a minimum charge based on 20 lbs. Weights above 20 lbs. will be rounded up to the next 20 lbs. increment due to scale		
Landfill	"In-county" refers to debris which is being hauled by a resident of Crook County bearing a driver's license showing a Crook County address or a Crook County landfill-issued resident I.D. card.		
Landfill	<b>General services</b>		
Landfill	Minimum disposal rate, any transaction, in-county residents with resident's I.D. card	12.00	
Landfill	Minimum disposal rate, any transaction, out-of-county residents	14.00	
Landfill	Disposal rate, in-county residents with resident's I.D. card, per ton	62.00	
Landfill	Disposal rate, out-of-county residents and residents without I.D. card, per ton	72.00	
Landfill	Mixed load disposal rate, in-county residents and commercial, per ton -- \$20 minimum	77.00	Order 2002-45 is of no further effect
Landfill	Mixed load disposal rate, out-of-county residents and commercial, per ton - - \$30 minimum	87.00	Order 2002-45 is of no further effect
Landfill	All other commercial haulers, per ton in-county	62.00	
Landfill	All other commercial haulers, per ton out-of-county	72.00	
Landfill	Fee for unsecured/untarped loads	10.00	

Department	Fee Description	FY 24-25 Fee	Comments
		(\$) Effective 7/1/2024	
Landfill	Septage waste disposal, per gallon	0.135	
Landfill	Contaminated soil originating in-county, per ton + surcharge	\$37.00 per ton + \$50 surcharge	\$50 surcharge, plus additional charge per ton
Landfill	Contaminated soil originating out-of-county, per ton + surcharge	\$47.00 per ton + \$50 surcharge	\$50 surcharge, plus additional charge per ton
Landfill	Weight Ticket Only	5.00	
Landfill	<b>Inert material/Construction debris</b>		
Landfill	Concrete/cement, per ton	12.00	
Landfill	Dirt (clean) or Sod, per ton	12.00	
Landfill	Rocks or bricks, per ton	12.00	
Landfill	Asphalt, per ton	12.00	
Landfill	<b>Waste Recovery Fees</b>		
Landfill	Composted materials purchase per yard if purchased on-site	14.00	
Landfill	Wood chips per yard if purchased on site	5.00	
Landfill	Juniper chips per yard if purchased on site	7.00	
Landfill	Gypsum per ton if purchased on site	40.00	
Landfill	Burning barrel purchase, per barrel	10.00	
Landfill	Sweeper brush roller purchase, per sweeper	25.00	
Landfill	Landscaping Boulders, per ton if purchased on site	250.00	
Landfill	<b>Appliance Disposal Fee</b>		
Landfill	Stoves, washers, dryers, dishwashers	9.00	
Landfill	Water heater	5.00	
Landfill	Refrigerators / air conditioners / freezers / water coolers	15.00	
Landfill	Microwaves	3.00	
Landfill	Propane tanks	5.00	
Landfill	<b>Tires</b>		
Landfill	Tire fee, pick-up, up to 20 lbs. without rim	5.00	
Landfill	Tire fee, pick-up, to 40 lbs. with rim	8.00	
Landfill	Tire fee, semi-truck, up to 100 lbs. without rim	9.00	
Landfill	Tire fee, semi-truck, up to 160 lbs. with rim	14.00	
Landfill	Tire fee, giant & tractor, per ton	325.00	Giant and tractor tires not accepted at Crook County Landfill; however large loads of tires or partial tires (dump truck or dump trailers) can be dumped by weight; charge includes cost for Crook County Landfill to handle and transfer load to tire recycling location, as well as ODOT disposal fees

Department	Fee Description	FY 24-25 Fee	Comments
		(\$) Effective 7/1/2024	
Landfill	<b>Mobile Home Disposal Fees</b>		No mobile homes or travel trailers accepted.
Landfill	No mobile homes or travel trailers accepted.	Not accepted	
Landfill	Campers		
Landfill	In-county	62.00/ton + \$25 surcharge, plus additional charge per ton 25.00 surcharge	
Landfill	Out-of-county	72.00/ton + \$25 surcharge, plus additional charge per ton 25.00 surcharge	
Landfill	<b>Dead Animals</b>		
Landfill	Off-Load fee for dead animals	10.00	
Landfill	In-county, per ton	62.00	
Landfill	Out-of-county, per ton	72.00	
Landfill	<b>Butcher Waste</b>		
Landfill	In-county, per ton	62.00	
Landfill	Out-of-county, per ton	72.00	
Landfill	<b>Hazardous Waste</b>		Hazardous Waste not accepted
Landfill	<b>Paint</b>		Latex and Oil based paint only; all other paints are not accepted. NOTE: Liquid latex or oil based paint is free for recycle.
Landfill	In-county, per ton	62.00	Solidified or frozen latex or oil based paint only; must be in original
Landfill	Out-of-county, per ton	72.00	container.
Landfill	<b>Fluorescent Light Tubes</b> , per foot	0.30	
Landfill	<b>Compact Fluorescent Bulbs</b> , each	1.00	
Landfill	<b>UV Lamps</b> , per foot	1.00	
Landfill	<b>HID Lamps</b> , each	2.00	
Landfill	<b>Electronics</b>		
Landfill	<b>Undamaged</b>		
Landfill	Computers (Monitors and Towers)	No Charge	
Landfill	Keyboard and Mouse	No Charge	
Landfill	Printers	No Charge	
Landfill	Televisions	No Charge	
Landfill	Console televisions	No Charge	
Landfill	VCRs/DVDs	No Charge	
Landfill	Copy machines--large	25.00	
Landfill	Copy machines--small	No Charge	
Landfill	Fax machines	No Charge	
Landfill	<b>Damaged</b>		
Landfill	Computers (Monitors and Towers)	No Charge	
Landfill	Keyboard and Mouse	1.00	

Department	Fee Description	FY 24-25 Fee	Comments
		(\$) Effective 7/1/2024	
Landfill	Printers	3.00	
Landfill	Televisions	No Charge	
Landfill	Console televisions	No Charge	
Landfill	VCRs/DVDs	3.00	
Landfill	Copy machines--large	25.00	
Landfill	Copy machines--small	3.00	
Landfill	Fax machines	3.00	
Landfill	<b>Asbestos</b>		*ASN4 form must be attached with at least one copy for the Landfill to keep
Landfill	0 to 2,000 lbs, plus \$150 per additional ton	150.00	Minimum charge is \$150, \$150 per ton after minimum charge
Landfill	<b>Recyclable items</b>		
Landfill	Latex, liquid paint (original container)	No Charge	
Landfill	Oil based liquid paint/stain (original container)	No Charge	
Landfill	Newspaper	No Charge	
Landfill	Corrugated cardboard	No Charge	
Landfill	Glass	No Charge	
Landfill	Magazines	No Charge	
Landfill	Tin cans	No Charge	
Landfill	Car/truck batteries	No Charge	
Landfill	Used automobile oil, 5 gallon limit, no barrels, no commercial customers	No Charge	
Landfill	Antifreeze – Residential Customers	No Charge	
Landfill	Antifreeze – Commercial Customers (per gallon)	0.50	
Landfill	<b>Other Landfill fees</b>		
Landfill	Yard debris, per ton		
Landfill	In-county, per ton (minimum applies)	62.00	
Landfill	Out-of-county, per ton (minimum applies)	72.00	
Landfill	Wood debris only, per ton (minimum applies)	35.00	no metal except nails, no pressure treated, and no railroad ties
Landfill	Scrap metal (no wire)-Metal Load only (minimum applies)	25.00	
Landfill	Charge Account Landfill Card - Additional or Replacement Cards	10.00	Up to four cards will be provided for free to new accounts. Additional cards needed or replacement for lost cards
Landfill	Off-Load Fee	10.00	Boats, Trusses, etc. with signed waiver form
Landfill	Sign Space Rental - per year	150.00	

Department	Fee Description	FY 24-25 Fee	Comments
		(\$) Effective 7/1/2024	
<b>Library</b>	Nonresident card fee		
Library	1 month	10.00	
Library	3 months	25.00	
Library	12 months	85.00	
Library	Interlibrary loan no-pickup fee	5.00	
Library	Collection fee, per account sent	10.00	
Library	Use of Library Meeting Rooms		Broughton Room and Juniper Room
Library	Non-Profit Organization, per hour	No Charge	Any damages will be billed to user
Library	Commercial (For-Profit) Organization, per hour	20.00	Any damages will be billed to user
<b>Museum</b>	Use of Museum Community Room		
Museum	Non-Profit Organization, per hour	No Charge	Any damages will be billed to user
Museum	Commercial (For-Profit) Organization, per hour	No Charge	Any damages will be billed to user
<b>OSU Extension</b>	<b>4-H Clover Club Building Rental Rates</b>		
OSU Extension	Griffin Classroom		
OSU Extension	Non-Profit Organization, per hour	30.00	
OSU Extension	Non-Profit Organization, entire day	150.00	
OSU Extension	Commercial (For-Profit) Organization, per hour	45.00	
OSU Extension	Commercial (For-Profit) Organization, entire day	200.00	
OSU Extension	Assembly Room		
OSU Extension	Non-Profit Organization, per hour	40.00	
OSU Extension	Non-Profit Organization, entire day	200.00	
OSU Extension	Commercial (For-Profit) Organization, per hour	55.00	
OSU Extension	Commercial (For-Profit) Organization, entire day	250.00	
OSU Extension	Entire Building		
OSU Extension	Non-Profit Organization, per hour	50.00	
OSU Extension	Non-Profit Organization, entire day	250.00	
OSU Extension	Commercial (For-Profit) Organization, per hour	75.00	
OSU Extension	Commercial (For-Profit) Organization, entire day	350.00	
OSU Extension	Cleaning/Damage Deposit	300.00	
OSU Extension	Key Deposit	10.00	
OSU Extension	Copies/Prints		
OSU Extension	B/W 8½x11 Copy Paper	0.10	
OSU Extension	Color 8½x11 Copy Paper	0.50	
OSU Extension	Double-sided copies		Price is Doubled
OSU Extension	Faxes		
OSU Extension	Local - Up to 10 pages	1.50	
OSU Extension	Long Distance - Up to 10 pages	2.50	

Department	Fee Description	FY 24-25 Fee (\$) Effective 7/1/2024	Comments
OSU Extension	Additional pages over 10, cost Per page	0.50	
<b>Road</b>	<b>County-Accepted and Maintained Roads</b>		
Road	Traffic review related to County-accepted and maintained roads is typically performed by the Oregon Dept. of Transportation. If ODOT-review is not available, the below fees will be applied. If plan review and site observation cannot be performed by County or ODOT staff due to limitations of technical expertise or resources, the below fee-schedule will be applied.		
Road	Construction Plan Review, base charge + charge per linear foot of County road	350.00	Base charge of \$350 plus \$2.50 per linear foot of County Road
Road	Additional Reviews, base charge + charge per linear foot of County road	175.00	Base charge of \$175 plus \$2.50 per linear foot of County Road
Road	Inspection Fees, per visit	175.00	
Road	Cattle Guard Permit Fee	350.00	
Road	Consultant fee	Actual Cost	Consulting fees are charged when in the judgment of the Road Master or County Counsel, expertise or resources are required outside the scope of the County's ability to evaluate an application accurately or timely and additional assistance is needed.) In some cases, consultation is required by County ordinance, State law, or Federal law.
<b>Sheriff's Office</b>	<b>Administrative Research Fee, per hour</b>	65.00	Includes video/audio redactions
Sheriff's Office	Criminal reports, printed, up to 10 pages	10.00	
Sheriff's Office	over 10 pages, per page	0.25	
Sheriff's Office	Electronic Fingerprinting, per card	15.00	
Sheriff's Office	Impounded auto processing fee	100.00	
Sheriff's Office	Electronic monitoring installation and set-up	50.00	Fee may be waived depending on ability to pay at the discretion of the supervisory authority
Sheriff's Office	Electronic monitoring services, per day	15.00	Fee may be waived depending on ability to pay at the discretion of the supervisory authority
Sheriff's Office	Real Property Foreclosure Sale	\$600 deposit + add'l actual	Includes \$89.00 statutory sheriff's fee, one hour sale preparation time at \$32.00, pre-sale posting at \$50.00, one hour allotted for conduct of costs sale at \$45.00, and \$50.00 after sale posting charge PLUS additional costs incurred for advertising, staff time for preparation, conduct of sale, certified mailing and postage and certification of sale.



Department	Fee Description	FY 24-25 Fee (\$) Effective 7/1/2024	Comments
Sheriff's Office	Personal Property Foreclosure Sale		\$475 deposit + Includes \$89.00 statutory sheriff's fee, one hour sale preparation time add'l actual at \$32.00, pre-sale posting at \$50.00, one hour allotted for conduct of costs sale at \$32.00, fees for publication as instructed (ORS 18.920(4)(5) PLUS additional costs incurred for preparation, conduct of sale, certified mailings and postage, folio fees, keeper fees, and other expenses incurred to conduct the sale.
Sheriff's Office	Sheriff staff time beyond 1st hour of standby, per deputy per hour	55.00	
Sheriff's Office	For Civil Fees, please refer to the Crook County Sheriff's Office website: <a href="https://co.crook.or.us/sheriff/page/civil">https://co.crook.or.us/sheriff/page/civil</a>		<a href="https://co.crook.or.us/sheriff/page/civil">https://co.crook.or.us/sheriff/page/civil</a>
<b>Dog Licenses</b>	<b>Dog License Fees</b>		<b>Rabies vaccination must run concurrent with the license</b>
Dog Licenses	<b>Yearly</b>		
Dog Licenses	Unaltered, per year	25.00	
Dog Licenses	Altered, per year	10.00	
Dog Licenses	Unaltered, owner senior citizen (62+ years old), per year	12.50	
Dog Licenses	Altered, owner senior citizen (62+ years old), per year	5.00	
Dog Licenses	Livestock dog License, per year	5.00	(see CCC 6.04.085)
Dog Licenses	<b>3-Year</b>		
Dog Licenses	Unaltered	75.00	
Dog Licenses	Altered	20.00	
Dog Licenses	Unaltered, owner senior citizen (62+ years old)	37.50	
Dog Licenses	Altered, owner senior citizen (62+ years old)	10.00	
Dog Licenses	Livestock dog License	10.00	(see CCC 6.04.085)
Dog Licenses	Replacement tag	2.00	
Dog Licenses	<b>Kennel License Fee</b>		
Dog Licenses	<b>Yearly</b>		
Dog Licenses	Up to 10 dogs, per dog, per year	50.00	
Dog Licenses	Each additional adult dog over 10, per dog, per year	3.00	\$50.00 for the first 10 dogs plus \$3.00 for each add'l adult dog
Dog Licenses	Owner senior citizen (62+ years old), up to 10 dogs, per year	25.00	
Dog Licenses	Owner senior citizen (62+ years old), each additional adult dog per dog, per year	1.50	\$25.00 for the first 10 dogs plus \$1.50 for each add'l adult dog
Dog Licenses	<b>3-Year</b>		
Dog Licenses	Up to 10 dogs, for 3 years	100.00	
Dog Licenses	Each additional adult dog over 10, for 3 years	6.00	\$100.00 for the first 10 dogs plus \$6.00 for each add'l adult dog
Dog Licenses	Owner senior citizen (62+ years old), up to 10 dogs, per year	50.00	
Dog Licenses	Owner senior citizen (62+ years old), each additional adult dog per dog, per year	3.00	\$50.00 for the first 10 dogs plus \$3.00 for each add'l adult dog

Department	Fee Description	FY 24-25 Fee	Comments
		(\$) Effective 7/1/2024	
Dog Licenses	<b>Ranch License Fee</b>		
Dog Licenses	<b>Yearly</b>		
Dog Licenses	1 to 3 ranch dogs, per dog per year	5.00	
Dog Licenses	4+ ranch dogs, per year	15.00	
Dog Licenses	<b>3-Year</b>		
Dog Licenses	1 to 3 ranch dogs, per dog for 3 years	10.00	
Dog Licenses	4+ ranch dogs, for 3 years	30.00	
<b>Surveyor</b>	<i>Fees do not include Clerk's recording and certification fees</i>		
Surveyor	Partition plat review and filing		
Surveyor	First 2 sheets	550.00	
Surveyor	Each additional sheet over 2	50.00	\$550.00 includes the first 2 sheets plus \$50.00 for each additional sheet
Surveyor	Record of survey review and filing		
Surveyor	First sheet	225.00	
Surveyor	Each additional additional sheet, boundary review	50.00	\$225.00 includes the first sheet plus \$50.00 for each additional
Surveyor	Monumented subdivision plat review and filing	\$900 base fee + \$85 per lot	Base fee of \$900 + \$85 per lot
Surveyor	Post monumented subdivision plat and filing	\$1,100 base fee + \$85 per lot	Base fee of \$1,100 + \$85 per lot
Surveyor	Post monumented subdivision	\$4500 + \$50 per post monument	\$4,500 cash deposit + \$50 per post monument
Surveyor	Condominium plat review and filing	\$900 base fee + \$85 per unit	Base fee of \$900 + \$85 per unit
Surveyor	Affidavit of correction	110.00	
Surveyor	Oregon Corner Restoration Record	25.00	
Surveyor	Affidavit of plat monument re-establishment and post monumentation affidavit	126.00	
Surveyor	Vacation review and filing	110.00	
Surveyor	Blueline copies, per sheet	4.00	
Surveyor	Photocopies, per sheet	0.50	
Surveyor	Property line adjustment review and filing	300.00	
Surveyor	First sheet	300.00	
Surveyor	Each additional additional sheet	50.00	\$300.00 includes the first sheet plus \$50.00 for each add'l sheet

Department	Fee Description	FY 24-25 Fee (\$) Effective 7/1/2024	Comments
Surveyor	Additional sheets	50.00	
Surveyor	Additional plat review caused by redesign, per hour	140.00	
<b>Weed Control</b>	Inspection and Weed-Free Certification for rock pits	100.00	This fee pertains to rock pits only

Department	Fee Description	FY 23-24 Fee	FY 24-25 Fee	Change	Comments
		(\$) Effective 7/1/2023	(\$) Effective 7/1/2024		
<b>All Departments*</b>	Photocopies, printing, scanning (made by staff)			-	
All Departments*	8½ x 11, black & white, per page, per side	0.25	0.25	-	
All Departments*	8½ x 11, color, per page, per side	0.75	0.75	-	
All Departments*	11 x 17, black & white, per page, per side	0.50	0.50	-	
All Departments*	11 x 17, color, per page, per side	1.50	1.50	-	
All Departments*	Fax transmittals (made by staff), up to 10 pages	2.50	2.50	-	Does not include microfilm fees, search fees, etc.
All Departments*	Research and collation fee, per hour	40.00	40.00	-	
All Departments	Returned Check fees/charges (Insufficient funds -- NSF)	35.00	35.00	-	ORS 30.701 (5)
All Departments	Mailing materials	Actual cost	Actual cost		Cost of materials, plus actual cost of postage
All Departments*	Media fee, per disk or storage device	10.00	10.00	-	
All Departments*	Digital (electronically distributed) media fee, per item requested	10.00	10.00	-	
All Departments	Electric vehicle charging, per KW	1.26	0.30	(0.96) per KW	
<i>*Unless otherwise specified in department sections</i>					
<b>Assessor</b>	Farm disqualification estimates, each	150.00	175.00	25.00	
Assessor	Print enlargements, each	1.50	1.50	-	
Assessor	Research Fee, per hour – 1 hour minimum	45.00	120.00	75.00	
Assessor	Map/Account change processing fee, per lot	35.00	25.00	(10.00)	
Assessor	Manufactured Structure processing fees:			-	
Assessor	Trip Permit, per section	25.00	25.00	-	
Assessor	Ownership/Situs change, each	80.00	80.00	-	
<b>Community Development (CD)</b>					
CD - Building Services	When applicable, structural permits use valuation as determined by ICC Valuation Table current as of April 1 of each year, as per OAR 918-050-0100. When a structural permit is required by the state building code for retaining walls, decks, fences, accessory structures, etc - see Structural Permit fees by valuation. The current valuation table is as follows:				
CD - Building Services	<b>Building (Structural) Permits:</b>			-	Plus applicable State Surcharge
CD - Building Services	Total Valuation \$1 to \$5,000, plus:	80.14	115.75	35.61	Minimum Building Valuation is \$5,000, Minimum Structural Permit Fee is \$115.75
CD - Building Services	Each additional \$1,000 between \$5,001 to \$25,000	9.52	9.52	-	\$115.75 for the first \$5,000 plus \$9.52 for each additional \$1,000 or fraction thereof, to and including \$25,000
CD - Building Services	Each additional \$1,000 between \$25,001 to \$50,000	7.13	7.13	-	\$306.15 for the first \$25,000 plus \$7.13 for each additional \$1,000 or fraction thereof, to and including \$50,000
CD - Building Services	Each additional \$1,000 between \$50,001 to \$100,000	4.76	4.76	-	\$484.40 for the first \$50,000 plus \$4.76 for each additional \$1,000 or fraction thereof, to and including \$100,000
CD - Building Services	Each additional \$1,000 over \$100,001	3.97	3.97	-	\$722.40 for the first \$100,000 plus \$3.97 for each additional \$1,000 or fraction thereof
CD - Building Services	1.) 12% State Surcharge	12%	12%	-	Required to be added to Building Permit Fees as per the State of Oregon, ORS 455.210(4) & (5) and 455.220(1)
CD - Building Services	2.) Structural Plan Review – % of Building Permit Fee	75%	75%	-	
CD - Building Services	3.) Code Compliance Fee for New Residential, Single Family Dwelling, and Manufactured Dwellings valuations will be 0.18% of building valuation	0.18%	0.18%	-	Maximum fee of \$370.00; Supports code enforcement program
CD - Building Services	4.) Code Compliance Fee for New Accessory and Residential Addition Building valuations 0.18% of building valuation (Maximum fee of \$270.00)	0.18%	0.18%	-	Maximum fee of \$270.00; Supports code enforcement program

Department	Fee Description	FY 23-24 Fee	FY 24-25 Fee	Change	Comments
		(\$) Effective 7/1/2023	(\$) Effective 7/1/2024		
CD - Building Services	5.) Compliance Fee for Commercial Structures Valuations 0.18% of building valuations (Maximum fee of \$525.00)	0.18%	0.18%	-	Maximum fee of \$525.00; Supports code enforcement program
CD - Building Services	6.) Advanced Planning Fee – Calculated on the valuation of the building project to support long range planning projects that are not fee supported in the amount of 0.30% of the building valuation	0.30%	0.30%	-	Maximum fee of \$100,000; Fee waived on projects with valuation under \$300,000; supports long range planning projects that are not fee supported
CD - Building Services	7.) Agricultural Building Exemption Review	65.00	68.25	3.25	
CD - Building Services	8.) Residential Demolition Permit Fee - complete demolition, not subject to State Surcharge	95.00	99.75	4.75	
CD - Building Services	9.) Commercial Demolition Permit Fee - complete demolition, not subject to State Surcharge	240.00	252.00	12.00	
CD - Building Services	10.) Structural Alteration (not demo) - partial, soft, interior		Based on value		See Structural Permit fee table by valuation, incurs State Surcharge
CD - Building Services	11.) Additional Plan Review - When applicable, per hour – 1/2 hour minimum	95.00	120.00	25.00	per hour
CD - Building Services	12.) Refund processing fee	78.75	82.00	3.25	refunds must be requested within 180 days of application; refunds are not available for any work that has been performed
CD - Building Services	13.) Change of Occupancy Review, no structural work indicated	170.00	178.50	8.50	
CD - Building Services	14.) Pre-Application - Complex/large project consultation or review fee, per hour – 2 hour minimum	170.00	178.50	8.50	per hour; may include charges for review from technical experts as ACS
CD - Building Services	15.) Re-Roofing, Residential (when required)	162.75	170.90	8.15	
CD - Building Services	16.) Re-Roofing, Commercial Only (when required)	Based on the Valuation of the Project	330.00		
CD - Building Services	17.) Fire Life Safety Plan Review – % of Building Permit Fee	40%	40%	-	Required on all structures over 4000 sq. ft. and/or any project deemed necessary by the Building Official
CD - Building Services	18.) Re-Inspection Fee, per each	110.00	120.00	10.00	
CD - Building Services	19.) Investigation fee, per hour	110.00	120.00	10.00	per hour
CD - Building Services	20.) Each additional inspection, above allowable - per each	110.00	120.00	10.00	
CD - Building Services	21.) Inspection outside normal business hours, per hour – 2 hour minimum	85.00	120.00	35.00	per hour
CD - Building Services	22.) Inspection for which no fee is indicated, per hour	110.00	120.00	10.00	per hour
CD - Building Services	23.) Permit Reinstatement due to expired permit (within a 6-month window)	50% of current fee for new permit	50% of current fee for new permit		New Permit Fee thereafter
CD - Building Services	24.) Permit Extension	-	50.00	50.00	
CD - Building Services	25.) Permit History Research Fee, per hour	80.00	80.00	-	
CD - Building Services	26.) Copies, per page	0.25	0.25	-	
CD - Building Services	27.) Oversize copies, per page	5.00	5.00	-	
CD - Building Services	28.) Permit Shipping	10.00	10.00	-	

Department	Fee Description	FY 23-24 Fee	FY 24-25 Fee	Change	Comments
		(\$) Effective 7/1/2023	(\$) Effective 7/1/2024		
CD - Building Services	29.) Phased Plan Review Fee - in addition to project plan review fees	\$315 + 10% of total project building permit fee	\$315 minimum phasing (application) fee+ 10% of total project building permit fee		Not to exceed \$1,500.00 for each phase
CD - Building Services	30.) Deferred Plan Review in addition to project plan review fees – 65% of permit fee on deferred portion calculated using the value of the deferred portion with a \$300.00 minimum fee.	65%	65%	-	\$300.00 minimum fee
CD - Building Services	31.) Temporary Certificate of Occupancy – Commercial	415.00	435.75	20.75	
CD - Building Services	32.) Temporary Certificate of Occupancy – Residential	247.00	259.35	12.35	
CD - Building Services	33.) Temporary Gold Seal Job Trailer Placement Inspection			-	
CD - Building Services	a.) Single-wide unit	500.00	525.00	25.00	
CD - Building Services	b.) Double-wide unit	600.00	630.00	30.00	
CD - Building Services	c.) Triple-wide unit	710.00	745.50	35.50	
CD - Building Services	34.) Administrative/Clerical Fee	78.75	82.50	3.75	
CD - Building Services	35.) Residential Fire Suppression - Standalone System, fee includes plan review. (See Plumbing Fee section for Continuous Loop/Multipurpose System)			-	
CD - Building Services	0 to 2,000 sq. ft.	159.00	165.00	6.00	
CD - Building Services	2,001 to 3,600 sq. ft.	165.50	175.00	9.50	
CD - Building Services	3,601 to 7,200 sq. ft.	210.50	220.00	9.50	
CD - Building Services	7,201 sq. ft. and greater	256.75	270.00	13.25	
CD - Building Services	<b>Manufactured Home Park Fees:</b>			-	
CD - Building Services	Valuation: Table 1			-	
CD - Building Services	Total Valuation \$1 to \$500, plus:	25.00	25.00	-	
CD - Building Services	Each additional \$100 between \$501 to \$2,000	2.20	2.20	-	\$25.00 for the first \$500 plus \$2.20 for each additional \$100 or fraction thereof, to and including \$2,000
CD - Building Services	Each additional \$1,000 between \$2,001 to \$25,000	9.90	9.90	-	\$58.00 for the first \$2,000 plus \$9.90 for each additional \$1,000 or fraction thereof, to and including \$25,000
CD - Building Services	Each additional \$1,000 between \$25,001 to \$50,000	7.15	7.15	-	\$285.70 for the first \$25,000 plus \$7.15 for each additional \$1,000 or fraction thereof, to and including \$50,000
CD - Building Services	Each additional \$1,000 between \$50,001 to \$100,000	4.95	4.95	-	\$464.45 for the first \$50,000 plus \$4.95 for each additional \$1,000 or fraction thereof, to and including \$100,000
CD - Building Services	Each additional \$1,000 between \$100,001 to \$500,000	3.85	3.85	-	\$711.95 for the first \$100,000 plus \$3.85 for each additional \$1,000 or fraction thereof, to and including \$500,000
CD - Building Services	Each additional \$1,000 between \$500,001 to \$1,000,000	2.20	2.20	-	\$2,251.95 for the first \$500,000 plus \$2.20 for each additional \$1,000 or fraction thereof, to and including \$1,000,000
CD - Building Services	Each additional \$100 over \$1,000,001	2.20	2.20	-	\$3,351.95 for the first \$1,000,000 plus \$2.20 for each additional \$100 or fraction thereof
CD - Building Services	Valuation: Table 2 – Spaces per Acre			-	Table 2 is based on the 1990 evaluation of Mobile Home Parks published by Oregon Department of Revenue; Deduct 10% from the valuation of parks constructed east of the Cascade Summit
CD - Building Services	Park - Class A (contains paved streets, curbs, and no sidewalks):			-	"Class A" contains paved streets, curbs, and no sidewalks

Department	Fee Description	FY 23-24 Fee	FY 24-25 Fee	Change	Comments
		Effective 7/1/2023	Effective 7/1/2024		
CD - Building Services	4 or fewer spaces per acre, per space	5,901.00	5,901.00	-	
CD - Building Services	5 spaces per acre, per space	5,517.00	5,517.00	-	
CD - Building Services	6 spaces per acre, per space	5,197.00	5,197.00	-	
CD - Building Services	7 spaces per acre, per space	4,941.00	4,941.00	-	
CD - Building Services	8 spaces per acre, per space	4,685.00	4,685.00	-	
CD - Building Services	9 spaces per acre, per space	4,493.00	4,493.00	-	
CD - Building Services	10 spaces per acre, per space	4,365.00	4,365.00	-	
CD - Building Services	11 spaces per acre, per space	4,301.00	4,301.00	-	
CD - Building Services	12 spaces per acre, per space	4,237.00	4,237.00	-	
CD - Building Services	Park - Class B (contains paved streets, no curbs, and no sidewalks):			-	"Class B" contains paved streets, no curbs, and no sidewalks
CD - Building Services	4 or fewer spaces per acre, per space	5,504.00	5,504.00	-	
CD - Building Services	5 spaces per acre, per space	5,120.00	5,120.00	-	
CD - Building Services	6 spaces per acre, per space	4,800.00	4,800.00	-	
CD - Building Services	7 spaces per acre, per space	4,544.00	4,544.00	-	
CD - Building Services	8 spaces per acre, per space	4,288.00	4,288.00	-	
CD - Building Services	9 spaces per acre, per space	4,096.00	4,096.00	-	
CD - Building Services	10 spaces per acre, per space	3,968.00	3,968.00	-	
CD - Building Services	11 spaces per acre, per space	3,904.00	3,904.00	-	
CD - Building Services	12 spaces per acre, per space	3,804.00	3,804.00	-	
CD - Building Services	Park - Class C (contains no paved streets, no curbs, but have a sidewalk on one side of each street):			-	"Class C" contains no paved streets, no curbs, but have a sidewalk on one side of each street
CD - Building Services	4 or fewer spaces per acre, per space	5,312.00	5,312.00	-	
CD - Building Services	5 spaces per acre, per space	5,028.00	5,028.00	-	
CD - Building Services	6 spaces per acre, per space	4,608.00	4,608.00	-	
CD - Building Services	7 spaces per acre, per space	4,352.00	4,352.00	-	
CD - Building Services	8 spaces per acre, per space	4,269.00	4,269.00	-	
CD - Building Services	9 spaces per acre, per space	3,904.00	3,904.00	-	
CD - Building Services	10 spaces per acre, per space	3,776.00	3,776.00	-	
CD - Building Services	11 spaces per acre, per space	3,712.00	3,712.00	-	
CD - Building Services	12 spaces per acre, per space	3,648.00	3,648.00	-	
CD - Building Services	Additional plan review (when applicable), per hour – 1/2 hour minimum	85.00	120.00	35.00	Per hour; required when approved plan is added to, changed, or revised; minimum 1/2 hour
CD - Building Services	Consultation fee, per hour – 1 hour minimum	160.00	160.00	-	
CD - Building Services	Plan check fee for Manufactured Home Park - % of valuation	65%	65%	-	% of Table 1 Valuation
CD - Building Services	<b>Recreation Park Fees:</b>			-	
CD - Building Services	Valuation: Table 1			-	
CD - Building Services	Total Valuation \$1 to \$500, plus:	25.00	25.00	-	
CD - Building Services	Each additional \$100 between \$501 to \$2,000	2.20	2.20	-	\$25.00 for the first \$500 plus \$2.20 for each additional \$100 or fraction thereof, to and including \$2,000
CD - Building Services	Each additional \$1,000 between \$2,001 to \$25,000	9.90	9.90	-	\$58.00 for the first \$2,000 plus \$9.90 for each additional \$1,000 or fraction thereof, to and including \$25,000
CD - Building Services	Each additional \$1,000 between \$25,001 to \$50,000	7.15	7.15	-	\$285.70 for the first \$25,000 plus \$7.15 for each additional \$1,000 or fraction thereof, to and including \$50,000
CD - Building Services	Each additional \$1,000 between \$50,001 to \$100,000	4.95	4.95	-	\$464.45 for the first \$50,000 plus \$4.95 for each additional \$1,000 or fraction thereof, to and including \$100,000

Department	Fee Description	FY 23-24 Fee	FY 24-25 Fee	Change From Prior	Comments
		(\$) Effective 7/1/2023	(\$) Effective 7/1/2024		
CD - Building Services	Each additional \$1,000 between \$100,001 to \$500,000	3.85	3.85	-	\$711.95 for the first \$100,000 plus \$3.85 for each additional \$1,000 or fraction thereof, to and including \$500,000
CD - Building Services	Each additional \$1,000 between \$500,001 to \$1,000,000	2.20	2.20	-	\$2,251.95 for the first \$500,000 plus \$2.20 for each additional \$1,000 or fraction thereof, to and including \$1,000,000
CD - Building Services	Each additional \$100 over \$1,000,001	2.20	2.20	-	\$3,351.95 for the first \$1,000,000 plus \$2.20 for each additional \$100 or fraction thereof
CD - Building Services	Valuation: Table 2 – Spaces per Acre			-	
CD - Building Services	Park - Class A			-	"Class A" contains paved streets, curbs, and no sidewalks
CD - Building Services	6 or fewer spaces per acre, per space	2,637.00	2,637.00	-	
CD - Building Services	8 spaces per acre, per space	2,470.00	2,470.00	-	
CD - Building Services	10 spaces per acre, per space	2,320.00	2,320.00	-	
CD - Building Services	12 spaces per acre, per space	2,189.00	2,189.00	-	
CD - Building Services	14 spaces per acre, per space	2,074.00	2,074.00	-	
CD - Building Services	16 spaces per acre, per space	1,978.00	1,978.00	-	
CD - Building Services	18 spaces per acre, per space	1,907.00	1,907.00	-	
CD - Building Services	20 spaces per acre, per space	1,849.00	1,849.00	-	
CD - Building Services	22 spaces per acre, per space	1,798.00	1,798.00	-	
CD - Building Services	Park - Class B			-	"Class B" contains paved streets, no curbs, and no sidewalks
CD - Building Services	6 or fewer spaces per acre, per space	2,483.00	2,483.00	-	
CD - Building Services	8 spaces per acre, per space	2,317.00	2,317.00	-	
CD - Building Services	10 spaces per acre, per space	2,176.00	2,176.00	-	
CD - Building Services	12 spaces per acre, per space	2,035.00	2,035.00	-	
CD - Building Services	14 spaces per acre, per space	1,920.00	1,920.00	-	
CD - Building Services	16 spaces per acre, per space	1,824.00	1,824.00	-	
CD - Building Services	18 spaces per acre, per space	1,754.00	1,754.00	-	
CD - Building Services	20 spaces per acre, per space	1,696.00	1,696.00	-	
CD - Building Services	22 spaces per acre, per space	1,645.00	1,645.00	-	
CD - Building Services	Park - Class C			-	"Class C" contains no paved streets, no curbs, but have a sidewalk on one side of each street
CD - Building Services	6 or fewer spaces per acre, per space	2,483.00	1,792.00	(691.00)	
CD - Building Services	8 spaces per acre, per space	1,317.00	1,626.00	309.00	
CD - Building Services	10 spaces per acre, per space	2,176.00	1,485.00	(691.00)	
CD - Building Services	12 spaces per acre, per space	2,035.00	1,344.00	(691.00)	
CD - Building Services	14 spaces per acre, per space	1,920.00	1,229.00	(691.00)	
CD - Building Services	16 spaces per acre, per space	1,824.00	1,133.00	(691.00)	
CD - Building Services	18 spaces per acre, per space	1,754.00	1,062.00	(692.00)	
CD - Building Services	20 spaces per acre, per space	1,696.00	1,005.00	(691.00)	
CD - Building Services	22 spaces per acre, per space	1,645.00	954.00	(691.00)	
CD - Building Services	Plan check fee for Recreation Park - % of valuation	65%	65%	-	% of Table 1 Valuation
CD - Building Services	<b>Solar Structural Installation Permits - separate Electrical Permit application may also be required</b>			-	
CD - Building Services	1.) Solar Permit (when required) - Prescriptive Path System, fee includes plan review.	173.25	182.00	8.75	



Department	Fee Description	FY 23-24 Fee	FY 24-25 Fee	Change From Prior	Comments
		(\$) Effective 7/1/2023	(\$) Effective 7/1/2024		
CD - Building Services	2.) Solar Permit - Non-Prescriptive Path System	based on the valuation	based on the valuation		Fee as per Structural Permit Fee table by valuation to include the solar panels, racking, mounting elements, rails and the cost of labor to install. Solar electrical equipment including collector panels and inverters shall be excluded from the Structural Permit valuation.
CD - Building Services	<b>Mechanical Permits:</b>			-	All Mechanical Permits are subject to a State Surcharge of 12% of the total permit fee. Minimum mechanical permit application fee is \$115.75.
CD - Building Services	All mechanical Permits are subject to a state Surcharge of 12% of the total Permit fee. The minimum mechanical permit application fee is 115.75			-	
CD - Building Services	The Mechanical Plan Review Fee is based on valuation of 75% of the determined Permit Fee, where applicable.			-	
CD - Building Services	Commercial Mechanical Permits are based on the valuation of the project – see Building (Structural) Permit fee table for rates.			-	
CD - Building Services	1.) Air Conditioner	14.75	15.50	0.75	
CD - Building Services	2.) Air handling unit up to 10,000 cfm	14.75	15.50	0.75	
CD - Building Services	3.) Air handling unit 10,001 cfm and over	19.50	20.50	1.00	
CD - Building Services	4.) Appliance or piece of equipment regulated by code but not classified in other appliance categories.	11.75	12.35	0.60	
CD - Building Services	5.) Attic/crawl space fans	8.50	8.95	0.45	
CD - Building Services	6.) Chimney /liner/flue/vent	12.25	12.85	0.60	
CD - Building Services	7.) Clothes dryer exhaust	12.25	12.85	0.60	
CD - Building Services	8.) Decorative gas fireplace	12.25	12.85	0.60	
CD - Building Services	9.) Evaporative cooler other than portable	8.50	8.95	0.45	
CD - Building Services	10.) Floor furnace, including vent	12.25	12.85	0.60	
CD - Building Services	11.) Flue Vent for water heater or gas fireplace	10.25	10.75	0.50	
CD - Building Services	12.) Furnace - greater than 100,000 BTU		20.50		
CD - Building Services	13.) Furnace - up to 100,000 BTU		19.15		
CD - Building Services	14.) Furnace/burner including duct work/vent/liner	19.50	20.50	1.00	
CD - Building Services	15.) Gas or wood fireplace/insert	19.50	20.50	1.00	
CD - Building Services	16.) Gas Fuel piping outlets	12.25	12.85	0.60	
CD - Building Services	17.) Heat pump	18.25	19.15	0.90	
CD - Building Services	18.) Hood served by mechanical exhaust, including ducts for hood	8.50	8.95	0.45	
CD - Building Services	19.) Hydronic hot water system	78.25	82.15	3.90	
CD - Building Services	20.) Mini spit system	18.25	19.15	0.90	
CD - Building Services	21.) Installation or relocation of domestic type incinerator				
CD - Building Services	22.) Oil tank/gas/diesel generators	18.25	19.15	0.90	
CD - Building Services	23.) Pool or spa heater, kiln	12.25	12.85	0.60	
CD - Building Services	24.) Repair, alteration, or addition to mechanical appliance including the installation of controls	19.50	20.50	1.00	
CD - Building Services	25.) Range hood/other kitchen equipment	11.75	12.35	0.60	
CD - Building Services	26.) Suspended heater, recessed wall heater, or floor mounted floor heater	12.25	12.86	0.61	
CD - Building Services	27.) Ventilation fan connected to single duct	8.50	8.95	0.45	

Department	Fee Description	FY 23-24 Fee	FY 24-25 Fee	Change	Comments
		(\$) Effective 7/1/2023	(\$) Effective 7/1/2024		
CD - Building Services	28.) Ventilation system not a portion of heating or air-conditioning system authorized by this permit	8.50	8.95	0.45	
CD - Building Services	29.) Water heater	49.00	51.45	2.45	
CD - Building Services	30.) Wood/pellet stove	19.50	20.50	1.00	
CD - Building Services	31.) Other heating/cooling	12.25	12.85	0.60	
CD - Building Services	32.) Other fuel appliance	12.25	12.85	0.60	
CD - Building Services	33.) Other environment exhaust/ventilation	8.50	8.95	0.45	
CD - Building Services	34.) Mechanical – Additional plan review (when applicable), per hour – 1/2 hour minimum	95.00	120.00	25.00	Per hour
CD - Building Services	36.) Mechanical – Re-inspection fee, per each	110.00	120.00	10.00	
CD - Building Services	37.) Mechanical - Each additional inspection, above allowable - per each		120.00		
CD - Building Services	38.) Mechanical – Inspections outside normal business hours, per hour – 2 hour minimum	85.00	120.00	35.00	Per hour
CD - Building Services	39.) Mechanical – Inspections for which no fee is specifically indicated, per each, one hour minimum	85.00	120.00	35.00	Per each, one hour minimum
CD - Building Services	40.) Mechanical – Investigation fee, per hour	110.00	120.00	10.00	Per hour
CD - Building Services	41.) Mechanical – Minimum fee	110.25	115.75	5.50	
CD - Building Services	<b>Plumbing Permits:</b>			-	All Plumbing Permits are subject to a State Surcharge of 12% of the total Permit fee; The minimum Plumbing Permit Application Fee is \$115.75
CD - Building Services	All Plumbing Permits are subject to a State Surcharge of 12% of the total Permit fee			-	
CD - Building Services	The minimum Plumbing Permit Application Fee is \$115.75			-	
CD - Building Services	The Plumbing Plan Review Fee is 75% of the Permit fee.			-	
CD - Building Services	<b>Commercial and Non-New Residential - Site Utilities</b>				
CD - Building Services	1.) Sanitary Sewer – first 100 feet	81.75	85.85	4.10	Permit fee, where applicable
CD - Building Services	2.) Storm Sewer – first 100 feet	81.75	85.85	4.10	
CD - Building Services	3.) Water Service – first 100 feet	81.75	85.85	4.10	
CD - Building Services	4.) Each additional 100 feet or fraction thereof water, sewer, or storm sewer line	67.25	70.60	3.35	
CD - Building Services	5.) Mfd Park -site utility connections, per space		170.00		
CD - Building Services	7.) Plumbing – Each additional inspection, above allowable - per each	110.00	120.00	10.00	
CD - Building Services	8.) Plumbing – Inspections for which no fee is specifically indicated, per hour, minimum one hour	110.00	120.00	10.00	
CD - Building Services	9.) Plumbing – Inspections outside normal business hours, per hour – 2 hour minimum	85.00	120.00	35.00	
CD - Building Services	10.) Plumbing – Investigation fee, per hour	85.00	120.00	35.00	
CD - Building Services	11.) Plumbing – Additional plan review (when applicable), per hour – 1/2 hour minimum	110.00	120.00	10.00	
	New 1&2 Family Dwelling - includes one kitchen, first 100 feet each of site utilities, hose bibbs, icemakers, underfloor low-point drains, and rain drain packages that include the piping, gutters, downspouts, and perimeter system. Half bath counted as whole.				
CD - Building Services	12.) First Kitchen & Bathroom	315.00	330.75	15.75	Includes 100 feet of water, sewer, and storm lines

Department	Fee Description	FY 23-24 Fee	FY 24-25 Fee	Change	Comments
		(\$) Effective 7/1/2023	(\$) Effective 7/1/2024		
CD - Building Services	13.) First Kitchen & 2 Bathrooms	420.00	441.00	21.00	Includes 100 feet of water, sewer, and storm lines
CD - Building Services	14.) First Kitchen & 3 Bathrooms	525.00	551.25	26.25	Includes 100 feet of water, sewer, and storm lines
CD - Building Services	15.) Additional bath/kitchen	210.00	220.50	10.50	
CD - Building Services	16.) Each additional 100 feet or fraction thereof of site utilities - water, sewer, storm (which includes rain, footing, trench, and leach drains) - first 100 feet included in bathroom/kitchen fee		70.60		
CD - Building Services	17.) Each fixture as marked on application	27.25	28.60	1.35	
CD - Building Services	18.) Re-piping/retrofit water supply, per fixture	27.25	28.60	1.35	
CD - Building Services	19.) Backflow preventer	81.75	28.60	(53.15)	
CD - Building Services	20.) Water heater	49.00	51.45	2.45	
CD - Building Services	21.) Residential Fire Suppression - Multipurpose/Continuous Loop System, plan review included		-	-	
CD - Building Services	0 to 2,000 sq. ft.	159.00	165.00	6.00	
CD - Building Services	2,001 to 3,600 sq. ft.	165.50	175.00	9.50	
CD - Building Services	3,601 to 7,200 sq. ft.	210.50	220.00	9.50	
CD - Building Services	7,201 sq. ft. and greater	256.75	270.00	13.25	
CD - Building Services	<b>Medical Gas Permits:</b>			-	
CD - Building Services	Total Valuation \$1 to \$5,000, plus:	122.25	122.25	-	Minimum Medical Gas Valuation is \$5,000, Minimum Medical Gas Fee is \$122.25
CD - Building Services	Each additional \$100 between \$5,001 to \$10,000	2.00	2.00	-	\$122.25 for the first \$5,000 plus \$2.00 for each additional \$100 or fraction thereof, to and including \$10,000
CD - Building Services	Each additional \$1,000 between \$10,001 to \$100,000	12.50	12.50	-	\$222.25 for the first \$10,000 plus \$12.50 for each additional \$1,000 or fraction thereof, to and including \$100,000
CD - Building Services	Each additional \$1,000 - \$100,001 and greater	8.50	8.50	-	\$1,347.25 for the first \$100,000 plus \$8.50 for each additional \$1,000 or fraction thereof
CD - Building Services	<b>Manufactured Home Permits:</b>			-	
CD - Building Services	Manufactured Home and Cabana permits are subject to a \$30.00 State Administration Fee	30.00	30.00	-	State Administration Fee
CD - Building Services	1.) Manufactured Dwelling Placement Permit Fee - Includes the concrete slab, runners or foundations that are prescriptive, electrical feeder and plumbing connections and all cross-over connections and up to 30 lineal feet of site utilities. Decks, other accessory structures, and foundations that are not prescriptive, utility connections beyond 30 lineal feet, new electrical services or additional branch circuits, and new plumbing - may require separate permits. All decks 30" above ground, carports, garages, porches, and patios are based on valuation and may also require separate permits.	609.00	609.00	-	Total of \$746.80 with 12% State Surcharge + \$30.00 State Administration Fee
CD - Building Services	3.) Manufactured Home Code Books	35.00	35.00	-	
CD - Building Services	4.) Manufactured Home – Inspections outside normal business hours, per hour – 2 hour minimum	85.00	120.00	35.00	
CD - Building Services	5.) Manufactured Home – Inspections for which no fee is specifically indicated, per hour	85.00	120.00	35.00	
CD - Building Services	6.) Manufactured Home – Investigation fee, per hour	110.00	120.00	10.00	
CD - Building Services	7.) Re-inspection fee, per inspection	110.00	120.00	10.00	
CD - Building Services	<b>Electrical Permits:</b>			-	Plus applicable State Surcharge; minimum permit fee is 115.75

Department	Fee Description	FY 23-24 Fee	FY 24-25 Fee	Change	Comments
		(\$) Effective 7/1/2023	(\$) Effective 7/1/2024		
CD - Building Services	1.) All electrical Permits are subject to a State Surcharge of 12% of the total permit fee	12%	12%	-	
CD - Building Services	2.) Electrical Plan Review – % of Permit Fee when required	25%	25%	-	
CD - Building Services	3.) Master Electrical Application Permit fee - one time at initial application; renews annually as applicable	100.00	100.00	-	
CD - Building Services	4.) Master Electrical inspection fee, per hour - includes travel time, inspection, and report writing	100.00	120.00	20.00	per hour
CD - Building Services	New Construction Residential				
CD - Building Services	5.) Residential, per unit, service included				Multi-family is based on largest unit using residential square footage with each additional unit at 50%
CD - Building Services	a.) 1,000 sq. ft. or less	183.25	192.40	9.15	
CD - Building Services	b.) Each additional 500 sq. ft. or portion thereof	30.50	32.05	1.55	
CD - Building Services	6.) Limited energy	42.75	44.90	2.15	
CD - Building Services	7.) Commercial Electrical Multi-Family				
CD - Building Services	a.) Multi-family limited energy by floor	81.75	85.85	4.10	
CD - Building Services	b.) Multi-family protective signaling by floor	81.75	85.85	4.10	
CD - Building Services	8.) Each manufactured home or modular dwelling service or feeder	110.25	115.75	5.50	
CD - Building Services	9.) Service or feeders:				installation, alteration, relocation
CD - Building Services	a.) 200 amps or less / 5KVA or less	118.00	123.90	5.90	
CD - Building Services	b.) 201 to 400 amps	139.25	146.20	6.95	
CD - Building Services	c.) 401 to 600 amps	234.00	245.70	11.70	
CD - Building Services	d.) 601 to 1,000 amps	306.75	322.10	15.35	
CD - Building Services	e.) Over 1,000 amps or volts	698.00	732.90	34.90	
CD - Building Services	f.) Reconnect only	110.25	115.75	5.50	
CD - Building Services	10.) Temporary service or feeders:				installation, alteration, relocation
CD - Building Services	a.) 200 amps or less	110.25	115.75	5.50	
CD - Building Services	b.) 201 to 400 amps	128.25	134.65	6.40	
CD - Building Services	c.) 401 to 600 amps	185.00	194.25	9.25	
CD - Building Services	d.) 601 to 1,000 amps	306.75	322.10	15.35	See services or feeders section above
CD - Building Services	e.) Over 1,000 amps or volts	698.00	732.90	34.90	See services or feeders section above
CD - Building Services	11.) Branch circuits:				New, alteration, extension per panel
CD - Building Services	a.) Fee for branch circuits with purchase of a service or feeder fee	8.75	9.20	0.45	
CD - Building Services	b.) Fee for branch circuits without purchase of a service or feeder fee				
CD - Building Services	i.) First branch circuit	81.75	85.85	4.10	
CD - Building Services	ii.) Each additional branch circuit	8.75	9.20	0.45	
CD - Building Services	12.) Miscellaneous (service or feeder not included):				service or feeder not included
CD - Building Services	a.) Pump or irrigation circle - per each	81.75	85.85	4.10	
CD - Building Services	b.) Sign or outline lighting - per each	81.75	85.85	4.10	
CD - Building Services	c.) Signal circuit(s) or a limited-energy panel, alteration or extension, each system - non-new residential and all commercial (new residential and multifamily construction - see above)	81.75	85.85	4.10	
CD - Building Services	d.) Reinspection Fee, per each, minimum one hour	110.00	120.00	10.00	

Department	Fee Description	FY 23-24 Fee	FY 24-25 Fee	Change	Comments
		(\$) Effective 7/1/2023	(\$) Effective 7/1/2024		
CD - Building Services	e.) Inspection outside normal business hours, per hour – 2 hour minimum	85.00	120.00	35.00	
CD - Building Services	f.) Inspection for which no fee is specifically indicated, per hour – one hour minimum	85.00	120.00	35.00	
	g.) Each additional inspection, above allowable - per each		120.00		
CD - Building Services	h.) Additional plan review (when applicable), per hour - 1/2 hr minimum	110.00	120.00	10.00	
CD - Building Services	i.) Investigation fee, per hour	110.00	120.00	10.00	
CD - Building Services	<b>13.) Renewable Energy</b>			-	
CD - Building Services	a.) Renewable energy for electrical systems - 5KVA or Less	110.25	115.75	5.50	
CD - Building Services	b.) Renewable energy for electrical systems - 5KVA to 15KVA	138.75	145.70	6.95	
CD - Building Services	c.) Renewable energy for electrical systems - 15.01KVA to 25KVA	185.00	194.25	9.25	
CD - Building Services	d.) Renewable energy - solar generation over 25KVA	6.25	6.50	0.25	\$194.25 for the first 25KVA plus \$6.50 for each additional KVA; *maximum permit charge at calculation of 100KVA (\$681.75)
CD - Building Services	<b>14.) Wind Energized Systems</b>			-	
CD - Building Services	a.) Renewable energy for wind systems 25.01 KVA through 50 KVA / 601 to 1000 amps	238.35	250.25	11.90	
CD - Building Services	b.) Renewable energy for wind systems 50.01 KVA through 100 KVA / over 1,000 amps or volts	572.25	600.85	28.60	
				-	
CD - Code Enforcement	<b>Code Enforcement:</b>			-	
CD - Code Enforcement	Code Enforcement Hourly Rate, per hour	75.00	75.00	-	As Permitted by Crook County Code Title 1, cost recovery
CD - Code Enforcement	Site investigation, per hour – 2 hour minimum	75.00	75.00	-	
CD - Code Enforcement	Code compliance letter, research and investigation, per hour – 2 hour minimum	75.00	75.00	-	
CD - Code Enforcement	Code compliance hearing fee	250.00	265.00	15.00	
				-	
CD - On-Site	<b>On-Site (Septic Systems) Permits:</b>			-	<b>On-Site may charge twice the established fee for a septic permit or approval if work is commenced before the required Permits have been issued.</b>
CD - On-Site	State surcharge	100.00	July 1st - 31st \$100 August 1st - \$117		<b>A DEQ surcharge will be added to site evaluations, permits, and other activity</b> where required: all state fee schedules are subject to change based on legislative action and may be revised throughout the year.
CD - On-Site	Code Compliance Fee	55.00	60.00	5.00	Added to all new construction permits, authorizations, and alterations
CD - On-Site	Site Evaluation Fee	830.00	770.00	(60.00)	
CD - On-Site	Septic Systems			-	
CD - On-Site	Standard system, first 1,000 gallons	1,000.00	950.00	(50.00)	
CD - On-Site	Capping fill, first 1,000 gallons	1,225.00	1,185.00	(40.00)	
CD - On-Site	Grey water sump, first 1,000 gallons	505.00	430.00	(75.00)	
CD - On-Site	Pressure distribution, first 1,000 gallons	1,455.00	1,425.00	(30.00)	
CD - On-Site	Redundant, first 1,000 gallons	765.00	705.00	(60.00)	
CD - On-Site	Sand filter, first 1,000 gallons	1,800.00	1,790.00	(10.00)	
CD - On-Site	Saprolite system, first 1,000 gallons	925.00	870.00	(55.00)	

Department	Fee Description	FY 23-24 Fee	FY 24-25 Fee	Change	Comments
		(\$) Effective 7/1/2023	(\$) Effective 7/1/2024		
CD - On-Site	Seepage trench, first 1,000 gallons	1,220.00	1,180.00	(40.00)	
CD - On-Site	Steep slope, first 1,000 gallons	1,220.00	1,180.00	(40.00)	
CD - On-Site	Tile dewatering, first 1,000 gallons	2,525.00	2,550.00	25.00	
CD - On-Site	Each additional 500 gallons above 1,000 gallons or part thereof ("commercial" septic systems)	180.00	190.00	10.00	\$2,525 for the first 1,000 gallons plus \$180 for each additional 500 gallons or part thereof
CD - On-Site	Plan Review			-	
CD - On-Site	Commercial facility system, 0 to 600 gallons	-	-	-	Covered under the permit fee
CD - On-Site	Commercial facility system, 601 to 1,000 gallons	280.00	295.00	15.00	
CD - On-Site	Each additional 500 gallons or part thereof above 1,000 to 2,500 gallons	85.00	90.00	5.00	\$280 for the first 1,000 gallons plus \$85 for each additional 500 gallons or part thereof
CD - On-Site	Renewal/reinstatement/transfer permit	430.00	350.00	(80.00)	Within 1 year of expiration of original permit
CD - On-Site	Major septic system repair, single family dwelling	545.00	545.00	-	
CD - On-Site	Minor septic system repair, single family dwelling	360.00	300.00	(60.00)	
CD - On-Site	Major commercial septic system repair	590.00	520.00	(70.00)	
CD - On-Site	Minor commercial septic system repair	385.00	305.00	(80.00)	
CD - On-Site	Major septic system alteration/relocation (drain field)	880.00	825.00	(55.00)	
CD - On-Site	Minor septic system alteration/relocation (tank)	535.00	460.00	(75.00)	
CD - On-Site	ATT Annual Report Review – in-house	50.00	55.00	5.00	
CD - On-Site	ATT Systems Permit – with/without pressure distribution	1,515.00	1,490.00	(25.00)	
CD - On-Site	ATT Systems – O&M Inspection	420.00	440.00	20.00	
CD - On-Site	Holding tank Permit	940.00	885.00	(55.00)	
CD - On-Site	Holding tank inspection report – in-house	50.00	55.00	5.00	
CD - On-Site	Holding tank inspection annual – field	260.00	275.00	15.00	
CD - On-Site	Authorization, field visit required	675.00	650.00	(25.00)	Permit issued under the authorization will be without the repair fee
CD - On-Site	Authorization, no field visit required	325.00	240.00	(85.00)	
CD - On-Site	Evaluation/renewal of temporary/hardship authorization	300.00	250.00	(50.00)	
CD - On-Site	Existing system evaluation – field	665.00	600.00	(65.00)	
CD - On-Site	Sewage disposal service, pumper truck inspection, first truck	155.00	165.00	10.00	
CD - On-Site	Sewage disposal service, each additional truck	65.00	70.00	5.00	
CD - On-Site	Accela yearly O&M entry fee, each	5.00	5.00	-	
CD - On-Site	Re-inspection fee	200.00	150.00	(50.00)	When a pre-covered inspection correction requires a subsequent reinspection due to the previous corrections not being made. No further inspections until the reinspection fee is paid.
CD - On-Site	Pump evaluation Fee	50.00	50.00	-	For all permits that specify the use of a pump or dosing system except for Sand Filter, ATT, Recirculating gravel filter and pressurized distribution systems
CD - On-Site	On-site specialist consultation fee, in-house, per hour – 1-hour minimum	105.00	105.00	-	
CD - On-Site	On-site specialist consultation fee, field, per hour – 1-hour minimum	210.00	210.00	-	
CD - On-Site	Refund/Administrative fee	50.00	50.00	-	
CD - On-Site	<b>On-Site may charge twice the established fee for a septic permit or approval if work is commenced before the required Permits have been issued.</b>				
CD - On-Site	Notice: A \$100.00 surcharge to offset DEQ administrative and oversight costs and are assessed by DEQ for each site evaluation, construction, repair, renewal authorization, and all other				
CD - Planning	<b>Planning Fees:</b>				

Department	Fee Description	FY 23-24 Fee	FY 24-25 Fee	Change From Prior	Comments
		(\$) Effective 7/1/2023	(\$) Effective 7/1/2024		
CD - Planning	Unless otherwise stated in "Comments", all Planning fees will also have an additional Code Compliance fee per application, as calculated below.			-	Note: Code Compliance fees may double for violation cases
CD - Planning	1.) Code Compliance Fees for planning applications:			-	
CD - Planning	Planning Fees totaling \$0-200	-	-	-	
CD - Planning	Planning Fees totaling \$201-500	55.00	60.00	5.00	
CD - Planning	Planning Fees totaling \$501-1,000	105.00	110.00	5.00	
CD - Planning	Planning Fees totaling \$1,001-5,000	160.00	170.00	10.00	
CD - Planning	Planning Fees totaling \$5,001-Over	525.00	550.00	25.00	
CD - Planning	2.) Appeals - Remands			-	No Code Compliance Fee
CD - Planning	Appeal to Planning Commission	250.00	250.00	-	*\$250 or as set by statute
CD - Planning	Appeal to County Court	\$3,500 + 20% of original	\$3,500 + 20% of original		Appellant must also provide transcripts of relevant meeting tapes at appellant's expense
CD - Planning	Remand from LUBA	\$2,000 deposit + actual cost	\$2,000 deposit + actual cost		Actual costs with deposit required at time of appeal submission - Covers costs for notices mailed, copy charges, staff time and other costs.
CD - Planning	CD/USB records, each	10.00	10.00	-	
CD - Planning	3.) Documents Purchased			-	No Code Compliance Fee
CD - Planning	Duplication fees, per page	0.25	0.25	-	
CD - Planning	Duplication of oversize exhibits, per page	5.00	5.00	-	
CD - Planning	Local Appeal Record on CD/USB, per CD/USB	10.00	10.00	-	
CD - Planning	4.) Land Partitions			-	Code Compliance Fee to be added
CD - Planning	Land partitions, 2 to 3 lots	1,800.00	1,890.00	90.00	
CD - Planning	Measure 49 Land Partition	2,090.00	2,195.00	105.00	
CD - Planning	Farm partition/forest partition, 2 to 3 lots	1,800.00	1,890.00	90.00	
CD - Planning	Non-farm partition, 2 to 3 lots, including Site Plan Reviews	3,535.00	3,710.00	175.00	
CD - Planning	Property Line Adjustment	970.00	1,020.00	50.00	
CD - Planning	Property Line Adjustment with notice	1,220.00	1,280.00	60.00	
CD - Planning	Lot Combining/Uncombining	680.00	715.00	35.00	
CD - Planning	Final Plat Review	180.00	190.00	10.00	
CD - Planning	Replat	1,800.00	1,890.00	90.00	
CD - Planning	Validation of a unit of land	1,800.00	1,890.00	90.00	
CD - Planning	5.) Conditional Use Permits			-	Code Compliance Fee to be added
CD - Planning	Administrative	1,800.00	1,890.00	90.00	e.g. dog kennels, home occupations
CD - Planning	With hearing	3,960.00	4,158.00	198.00	e.g. bed & breakfast; golf course, multi-family residential
CD - Planning	Modification of conditions, administrative	1,220.00	1,280.00	60.00	
CD - Planning	Modification of conditions, with hearing	3,385.00	3,555.00	170.00	
CD - Planning	Mineral aggregate	10,565.00	11,095.00	530.00	
CD - Planning	Commercial energy	11,490.00	12,065.00	575.00	Additional fee will apply if a goal exception is required
CD - Planning	Forest dwelling	2,810.00	2,950.00	140.00	
CD - Planning	6.) Amendments			-	Code Compliance Fee to be added
CD - Planning	Comprehensive plan amendment	5,230.00	5,490.00	260.00	
CD - Planning	Comprehensive plan amendment, required goal exception	6,680.00	7,015.00	335.00	
CD - Planning	Zone map change, Measure 56 notice required	5,230.00	5,490.00	260.00	
CD - Planning	Zone map change, if no Measure 56 notice required	4,255.00	4,465.00	210.00	
CD - Planning	Zone text change, Measure 56 notice required	5,230.00	5,490.00	260.00	
CD - Planning	Zone text change, if no Measure 56 notice required	4,255.00	4,465.00	210.00	

Department	Fee Description	FY 23-24 Fee	FY 24-25 Fee	Change From Prior	Comments
		(\$) Effective 7/1/2023	(\$) Effective 7/1/2024		
CD - Planning	7.) Site Plan Reviews			-	Code Compliance Fee to be added
CD - Planning	Residential	970.00	1,020.00	50.00	
CD - Planning	Accessory Structure	260.00	275.00	15.00	
CD - Planning	Accessory Structure – with verification of existing dwelling	335.00	350.00	15.00	
CD - Planning	Accessory Structure – under 200 sq. ft. with no plumbing, electrical or mechanical	85.00	90.00	5.00	
CD - Planning	Accessory Dwelling Unit	1,111.00	1,165.00	54.00	
CD - Planning	Accessory Farm Help Dwelling	1,510.00	1,585.00	75.00	
CD - Planning	Accessory Farm Family Dwelling	1,510.00	1,585.00	75.00	
CD - Planning	Administrative	1,510.00	1,585.00	75.00	
CD - Planning	Farm Dwelling	1,510.00	1,585.00	75.00	
CD - Planning	Non-Farm Dwelling on existing parcel	2,810.00	2,950.00	140.00	
CD - Planning	Accessory Forest-Family Dwelling	1,510.00	1,585.00	75.00	
CD - Planning	Lot of Record	1,510.00	1,585.00	75.00	ORS 215.705
CD - Planning	Commercial, Industrial	1,510.00	1,585.00	75.00	
CD - Planning	Utility Facilities, Cell Towers	3,535.00	3,710.00	175.00	
CD - Planning	Site Plan Modification	680.00	715.00	35.00	
CD - Planning	Renewal of expired site plan review (residential zone dwellings)	50%	50%	-	50% of original fee
CD - Planning	8.) Subdivisions / Planned Unit Developments			-	Code Compliance Fee to be added
CD - Planning	Outline development / master plan	\$3,475 + \$220 per lot	\$3,650 + \$230 per lot		Base fee of \$3,650, plus \$230 per lot
CD - Planning	Subdivision name changes, per change	820.00	860.00	40.00	
CD - Planning	Final plat review	2,025.00	2,125.00	100.00	
CD - Planning	Subdivision modification request by applicant with hearing	4,976.00	5,225.00	249.00	
CD - Planning	Public hearing extension request	820.00	860.00	40.00	
CD - Planning	Replat	1,800.00	1,890.00	90.00	
CD - Planning	9.) Destination Resort			-	Code Compliance Fee to be added
CD - Planning	Conditional Use Permit, Modification	17,882.00	18,775.00	893.00	
CD - Planning	Subdivision Phase	\$3,965.00 + \$220 per lot	\$4,165 + \$230 per lot		Base fee of \$4,165, plus \$230 per lot
CD - Planning	Site plan review – Residential	1,255.00	1,318.00	63.00	
CD - Planning	Site plan review – Commercial	1,400.00	1,470.00	70.00	
CD - Planning	Final development review	3,710.00	3,895.00	185.00	
CD - Planning	Final plat review	2,025.00	2,125.00	100.00	
CD - Planning	Replat	1,800.00	1,890.00	90.00	
CD - Planning	10.) Other Permit Fees			-	Code Compliance Fee to be added
CD - Planning	Legal parcel/lot determination			-	
CD - Planning	First legal lot	1,220.00	525.00	(695.00)	
CD - Planning	Each additional lot	1,800.00	315.00	(1,485.00)	
CD - Planning	Complex project fee	Actual costs, \$1,100 deposit req'd	Actual costs, \$1,100 deposit req'd		Actual costs will be charged; \$1,100 deposit required
CD - Planning	Variance			-	
CD - Planning	Without public hearing	970.00	1,020.00	50.00	
CD - Planning	With public hearing	3,385.00	3,555.00	170.00	
CD - Planning	Declaratory ruling	1,510.00	1,585.00	75.00	



Department	Fee Description	FY 23-24 Fee	FY 24-25 Fee	Change From Prior	Comments
		(\$) Effective 7/1/2023	(\$) Effective 7/1/2024		
CD - Planning	Declaratory ruling - Measure 49	1,510.00	Actual costs, \$7,500 deposit req'd		Actual cost will be charged; \$7,500 deposit required
CD - Planning	Nonconforming Use Alteration	Actual costs, \$1,500 deposit req'd	Actual costs, \$1,500 deposit req'd		Actual costs will be charged; \$1,500 deposit required
CD - Planning	Sign Permit	530.00	555.00	25.00	
CD - Planning	Temporary Hardship			-	
CD - Planning	Dwelling	410.00	430.00	20.00	
CD - Planning	Renewal, every 2 years	35.00	95.00	60.00	
CD - Planning	Temporary Use Permit			-	
CD - Planning	Property owner RV on lot for up to 6 months	265.00	280.00	15.00	
CD - Planning	Property owner RV on lot renewal for next 6 months	35.00	40.00	5.00	
CD - Planning	Land Use Compatibility Statement	85.00	90.00	5.00	
CD - Planning	Planning Director Determination (Interpretation-Advisory Only)	1,255.00	1,315.00	60.00	
CD - Planning	Staff Research/Consultation, per hour – 1-hour minimum	80.00	84.00	4.00	
CD - Planning	All land use extension requests	275.00	290.00	15.00	
CD - Planning	Amendments to applications after completeness has been determined	Actual costs, \$315 deposit req'd	Actual costs, \$315 deposit req'd		Actual costs will be charged; \$315 deposit required
CD - Planning	Refund Requests			-	
CD - Planning	Within 30 days of acceptance	75%	75%	-	
CD - Planning	After 30 days of acceptance	50%	50%	-	
CD - Planning	Decision has been issued or incomplete for more than 180 days	no refund	no refund		
CD - Planning	Farm stand reviews	275.00	290.00	15.00	
CD - Planning	One mile study	220.00	735.00	515.00	
CD - Planning	Soils report	-	90.00	90.00	
CD - Planning	Wildlife density analysis	85.00	90.00	5.00	
CD - Planning	Consultant fee*	Actual costs, \$5,000 deposit req'd	Actual costs, \$5,000 deposit req'd		Actual costs will be charged; \$5,000 deposit required
CD - Planning	*Consultant fees are charged when in the judgment of the Planning Director, Planning Commission, or County Counsel, expertise or resources are required outside the scope of the County's ability to evaluate an application accurately or timely and additional assistance is needed. In some cases, consultation is required by County ordinance. Examples include but are not limited to evaluation of a proposed energy-related facility and related impacts, evaluation of environmental impact of certain industries, evaluation of the impact of certain applications on airport operations or a traffic-impact study.				
CD - Planning	11.) Events				Code Compliance Fee to be added
CD - Planning	Agritourism in County Exclusive Farm Use Zones			-	
CD - Planning	Expedited one time single event	160.00	170.00	10.00	
CD - Planning	Single Event	Actual costs, \$580 deposit req'd	Actual costs, \$580 deposit req'd		Actual costs will be charged; \$580 deposit required
CD - Planning	2 to 6 Events without Public Hearing	actual costs, \$790 deposit req'd	actual costs, \$790 deposit req'd		Actual costs will be charged; \$790 deposit required

Department	Fee Description	FY 23-24 Fee	FY 24-25 Fee	Change From Prior	Comments
		(\$) Effective 7/1/2023	(\$) Effective 7/1/2024		
CD - Planning	2 to 6 Events with Public Hearing	actual costs, \$1,215 deposit req'd	actual costs, \$1,215 deposit req'd		Actual costs will be charged; \$1,215 deposit required
CD - Planning	7 to 18 Events	actual costs, \$2,865 deposit req'd	actual costs, \$2,865 deposit req'd		Actual costs will be charged; \$2,865 deposit required
CD - Planning	Agritourism renewal	-	260.00	260.00	
CD - Planning	Social Gatherings			-	As identified in Crook County Code 5.04 Article II
CD - Planning	101 to 250 participants	220.00	230.00	10.00	
CD - Planning	251 to 500	550.00	575.00	25.00	
CD - Planning	501 to 1,000	1,100.00	1,155.00	55.00	
CD - Planning	1,001 to 3,000	1,655.00	1,735.00	80.00	
CD - Planning	Mass Gatherings (As identified in Crook County Code 5.04 Article I)	5,510.00	5,785.00	275.00	As identified in Crook County Code 5.04 Article I
CD - Planning	12.) Road Approach			-	Code Compliance Fee to be added
CD - Planning	Road Approach Permits			-	Collected fees shared between CD-Planning and Road Department or CD-Planning and CD-Code Compliance
CD - Planning	Residential, new	285.00	300.00	15.00	For County-maintained roads or roads approaching County-maintained roads, \$150.00 to CD-Planning and \$150.00 to Road Department. For public and private roads that do not approach state, County, or City roads, \$150.00 to CD-Planning and \$150.00 to CD-Code Compliance.
CD - Planning	Residential, grandfathered	145.00	155.00	10.00	No fee for accesses created prior to 2000. Grandfathered Access permits are for existing single homes only. For County-maintained roads or roads approaching County-maintained roads, \$52.50 to CD-Planning and \$102.50 to Road Department. For public and private roads that do not approach state, County, or City roads, \$52.50 to CD-Planning and \$102.50 to CD-Code Compliance.
CD - Planning	Subdivision / PUD / Destination Resort	1,100.00	1,155.00	55.00	For County-maintained roads or roads approaching County-maintained roads, \$472.50 to CD-Planning and \$682.50 to Road Department. For public and private roads that do not approach state, County, or City roads, \$472.50 to CD-Planning and \$682.50 to CD-Code Compliance.
CD - Planning	Commercial/ industrial or institutional	555.00	585.00	30.00	For County-maintained roads or roads approaching County-maintained roads, \$292.50 to CD-Planning and \$292.50 to Road Department. For public and private roads that do not approach state, County, or City roads, \$292.50 to CD-Planning and \$292.50 to CD-Code Compliance.
CD - Planning	Re-Inspection fee, per inspection	55.00	55.00	-	
CD - Planning	13.) Addressing/Roads			-	
CD - Planning	Addressing			-	
CD - Planning	County (excluding inside city limits)	145.00	150.00	5.00	Includes \$120.00 Address Assignment + \$30.00 Fire Marker
CD - Planning	Inside City limits	115.00	120.00	5.00	
CD - Planning	Utility Address	115.00	120.00	5.00	(may be required for a permit where a utility is requested)
CD - Planning	Fire Marker Fee for Existing, Verified Address	30.00	30.00	-	
CD - Planning	Road Naming	1,960.00	2,055.00	95.00	Code Compliance Fee to be added

Department	Fee Description	FY 23-24 Fee	FY 24-25 Fee	Change	Comments
		(\$) Effective 7/1/2023	(\$) Effective 7/1/2024		
CD - Planning	New or replacement road name sign/stop/post	750.00	785.00	35.00	Installed by County Road Dept; within the County right of way on a private or public road and/or intersecting County-maintained road
CD - Planning	Road Vacation	1,500.00	1,575.00	75.00	Collected fees shared \$1,030 to County Counsel, \$545 to Road Department
CD - Planning	Road Development Inspection Fees			-	For Public and Private Roads; Road Inspection costs are paid to a third-party engineering firm. The fees listed reflect the actual costs.
CD - Planning	Traffic Review			-	
CD - Planning	0 to 20 potential average daily trips	1,650.00	1,730.00	80.00	
CD - Planning	21 to 99 potential average daily trips	1,650.00	1,730.00	80.00	
CD - Planning	100 to 200 potential average daily trips	5,000.00	5,250.00	250.00	
CD - Planning	Resorts	15,000.00	15,750.00	750.00	
CD - Planning	Plan Review			-	
CD - Planning	0 to 20 potential average daily trips	3,000.00	3,150.00	150.00	
CD - Planning	21 to 99 potential average daily trips	4,000.00	4,200.00	200.00	
CD - Planning	100 to 200 potential average daily trips	5,000.00	5,250.00	250.00	
CD - Planning	Resorts	15,000.00	15,750.00	750.00	
CD - Planning	Site Observations			-	Includes cost of storm water plan review
CD - Planning	0 to 20 potential average daily trips	2,460.00	2,585.00	125.00	
CD - Planning	21 to 99 potential average daily trips	2,460.00	2,585.00	125.00	
CD - Planning	100 to 200 potential average daily trips	2,460.00	2,585.00	125.00	
CD - Planning	Resorts	5,000.00	5,250.00	250.00	
CD - Planning	Note 1: Fees assume 3 reviews will be adequate. For projects requiring additional visits, additional fees will apply.				
CD - Planning	Note 2: Fees assume 4 site visits will be adequate. For projects requiring additional visits, additional fees will apply.				
CD - Planning	Note 3: Assumes 4 site visits (sub-base, ¾", ½" and paving). For projects requiring additional visits, additional fees will apply.				
CD - Planning	Note 4: Fees shown above are for subdivisions up to 200 potential average daily trips. For subdivisions in excess of 200 potential average daily trips, additional fees will apply.				
<b>Community Corrections</b>	DNA Collection Fee	10.00	10.00	-	
Community Corrections	Dirty Urinalysis Fee	20.00	20.00	-	
Community Corrections	Interstate Compact Fee	150.00	150.00	-	
Community Corrections	Work Crew Orientation Fee	40.00	40.00	-	
Community Corrections	Work crew hourly rate	Rural min. wage	Rural min. wage		Rural minimum wage is \$13.20 as of 7/1/2023
<b>County Clerk</b>	Board of Property Tax Appeals hearing USB copy	10.00	10.00	-	
County Clerk	Computer prints, per page, per side	0.25	0.25	-	
County Clerk	Electronic voter list (email or USB)	35.00	35.00	-	
County Clerk	Additional first page recording fee	5.00	5.00	-	in addition to statutory fee; supports computer replacement
County Clerk	Domestic Partnerships conciliation fee	10.00	10.00	-	
County Clerk	HB 2436 Implementation – (ORS 205.323), per document	1.00	1.00	-	
County Clerk	(includes the 2018 HB 4007 updates)	assessed the Housing Alliance Fee	assessed the Housing Alliance Fee		
County Clerk	HB 2339 & SB 618 Implementation, per document	2.00	2.00	-	Assessed the A&T Fee
County Clerk	Marriage License Amendments	25.00	25.00	-	
County Clerk	Research and Collation Fee, per hour	40.00	40.00	-	per hour

Department	Fee Description	FY 23-24 Fee	FY 24-25 Fee	Change From Prior	Comments
		(\$) Effective 7/1/2023	(\$) Effective 7/1/2024		
County Clerk	Voter's Pamphlet measure argument filing fee		300.00		Or a petition containing signatures per County Code 2.32.040
				-	
<b>Administration</b>	County Liquor License Application			-	
Administration	New	50.00	50.00	-	
Administration	Renewal	25.00	25.00	-	
				-	
<b>County Counsel</b>	Legal Counsel review, per hour	165.00	165.00	-	Rates are based on actual costs of personnel, services and supplies, and overhead.
County Counsel	Paralegal staff time, per hour	115.00	115.00	-	Rates are based on actual costs of personnel, services and supplies, and overhead.
County Counsel	Complex Project Fee	Actual cost, \$1,000 deposit req'd	Actual cost, \$1,000 deposit req'd		Actual cost will be charged; \$1,000 deposit required
				-	
<b>District Attorney</b>	Traffic violations	15.00	15.00	-	
District Attorney	Diversion revocations	15.00	15.00	-	
District Attorney	Probation violations (misdemeanor and felony)	15.00	15.00	-	
District Attorney	Non-traffic violations and misdemeanor crimes	-	-	-	
District Attorney	First 30 pages	20.00	20.00	-	
District Attorney	per page after 30 pages	0.25	0.25	-	
District Attorney	Felony crimes	-	-	-	
District Attorney	First 30 pages	20.00	20.00	-	
District Attorney	per page after 30 pages	0.25	0.25	-	
District Attorney	Homicides	200.00	-	(200.00)	
District Attorney	First 30 pages		200.00	200.00	
District Attorney	per page after 30 pages		0.25	0.25	
District Attorney	Physical media storage device (CD, tape, zip drive, etc.)	10.00	25.00	15.00	
District Attorney	Digital media/digital evidence, per item	10.00	10.00	-	Video or other non-document items
District Attorney	Legal Counsel or District Attorney review, per hour	165.00	165.00	-	Rates are based on actual costs of personnel, services and supplies, and overhead.
District Attorney	Paralegal staff time, per hour	115.00	115.00	-	Rates are based on actual costs of personnel, services and supplies, and overhead.
District Attorney	Legal Assistant staff time, per hour	90.00	90.00	-	Rates are based on actual costs of personnel, services and supplies, and overhead.
District Attorney	Complex Project Fee	Actual costs, \$1,000 deposit req'd	Actual costs, \$1,000 deposit req'd		Actual costs will be charged; \$1,000 deposit required
				-	
<b>Facilities</b>	<i>Fees not applicable for Crook County or City of Prineville Government</i>				
				-	
<b>Finance</b>	Monthly delinquent file listing for property taxes, per month	100.00	100.00	-	
Finance	Research Fee, per hour - 1 hr minimum	65.00	120.00	55.00	Rates are based on actual costs of personnel, services and supplies, and overhead.
Finance	Special Check Run (outside regular schedule)	25.00	25.00	-	
				-	
<b>Fairgrounds</b>				-	

Department	Fee Description	FY 23-24 Fee	FY 24-25 Fee	Change From Prior	Comments
		(\$) Effective 7/1/2023	(\$) Effective 7/1/2024		
Fairgrounds	<b>Refundable Deposit Rates</b>				Refunded in 2-10 business days depending upon payment method
Fairgrounds	Damage & Cleaning (alcohol present)*	1,800.00	1,800.00	-	
Fairgrounds	*Security is required for events where alcohol is served, and must be coordinated and paid for by the renter. Security must be present for the duration of the event. Private events are no longer allowed to serve alcohol.				
Fairgrounds	Damage & Cleaning (no alcohol present)	600.00	600.00	-	
Fairgrounds	Kitchen Use Per Rental	120.00	132.00	12.00	
Fairgrounds	PA System Deposit	60.00	66.00	6.00	
Fairgrounds	<b>Rental Rates</b>				All renters are required to provide proof of Special Events Liability Insurance with a \$1M minimum aggregate, naming Crook County and the Crook County Fair Board as additional insureds.
Fairgrounds	<i>Carey Foster Hall</i>				
Fairgrounds	All Event Types per day (8:00am to 11:30pm)	588.00	588.00	-	
Fairgrounds	All Event Types per day (8:00am to 11:30pm) Set-up & Tear-Down Rate	294.00	294.00	-	
Fairgrounds	All Event Types hourly rate	66.00	66.00	-	
Fairgrounds	Kitchen Use per rental period	132.00	132.00	-	
Fairgrounds	PA System Use per rental period	66.00	66.00	-	
Fairgrounds	<i>Grizzly Mountain Pavilion</i>				
Fairgrounds	All Event Types per day (8:00am to 11:30pm)	324.00	424.00	100.00	Building expansion, 2,000 sf added in 2024
Fairgrounds	All Event Types per day (8:00am to 11:30pm) Set-up & Tear-Down Rate	162.00	212.00	50.00	
Fairgrounds	All Event Types hourly rate	66.00	66.00	-	
Fairgrounds	<i>Indoor Arena</i>				
Fairgrounds	Non-Ticketed Event per day (8:00am to 11:30pm)	588.00	588.00	-	
Fairgrounds	Non-Ticketed Event per day (8:00am to 11:30pm) Set-up & Tear-Down Rate	294.00	294.00	-	
Fairgrounds	Ticketed Event per session (8:00am to 11:30pm)	1,944.00	1,944.00	-	
Fairgrounds	Ticketed Event per day (8:00am to 11:30pm) Set-up & Tear-Down Rate	294.00	294.00	-	
Fairgrounds	All Event Types hourly rate	66.00	66.00	-	
Fairgrounds	Bereavement per event	150.00	150.00	-	
Fairgrounds	Lights per hour	8.00	8.00	-	
Fairgrounds	Pens (each pen per rental period)	11.00	11.00	-	
Fairgrounds	PA System Use per rental period	66.00	66.00	-	
Fairgrounds	Heating Fees (5 banks available) per hour per bank	16.00	16.00	-	
Fairgrounds	Tractor or Water Truck Usage each per rental period	85.00	85.00	-	
Fairgrounds	Fee to roll arena flat	120.00	120.00	-	
Fairgrounds	<i>Pavilion Tent &amp; Stage</i>				
Fairgrounds	Pavilion Tent & Stage only per day	324.00	324.00	-	

Department	Fee Description	FY 23-24 Fee	FY 24-25 Fee	Change From Prior	Comments
		(\$) Effective 7/1/2023	(\$) Effective 7/1/2024		
Fairgrounds	Pavilion Tent, Stage & Grass Area per day (RV Hookups included)	588.00	588.00		
Fairgrounds	Pavilion Tent & Stage hourly rate	66.00	66.00		
Fairgrounds	<i>Outdoor Arena</i>			-	
Fairgrounds	Non-Ticketed Event per day (8:00am to 11:30pm)	714.00	714.00	-	
Fairgrounds	Non-Ticketed Event per day (8:00am to 11:30pm) Set-up & Tear-Down Rate	357.00	357.00	-	
Fairgrounds	Ticketed Event per session (8:00am to 11:30pm)	1,944.00	1,944.00	-	
Fairgrounds	Ticketed Event per day (8:00am to 11:30pm) Set-up & Tear-Down Rate	357.00	357.00	-	
Fairgrounds	All Event Types hourly rate	66.00	66.00	-	
Fairgrounds	Bereavement per event	150.00	150.00	-	
Fairgrounds	Lights per hour	27.00	27.00	-	
Fairgrounds	PA System Use per rental period	66.00	66.00	-	
Fairgrounds	Tractor or Water Truck Usage each per rental period	85.00	85.00	-	
Fairgrounds	Event Setup & Take Down Fee per hour	132.00	132.00	-	
Fairgrounds	<i>Lookout Mountain Building</i>				
Fairgrounds	All Event Types per day (8:00am to 11:30pm)	200.00	200.00	-	
Fairgrounds	All Event Types hourly rate	66.00	66.00	-	
Fairgrounds	Bereavement per event	150.00	150.00	-	
Fairgrounds	<i>Open Riding</i>				
Fairgrounds	Per rider, per day	11.00	11.00	-	
Fairgrounds	Per rider, 30-day permit	46.00	46.00	-	
Fairgrounds	Per family, 30-day permit (immediate family members only)	90.00	90.00	-	
Fairgrounds	<i>Stalls</i>				
Fairgrounds	Horse stalls (per night, shavings not included)	\$20/night + \$25 fee per stall not mucked	\$20/night + \$25 fee per stall not mucked		\$25 fee for each stall not mucked out upon leaving
Fairgrounds	<i>Camping</i>				
Fairgrounds	Dry Camping (per night)	20.00	20.00	-	
Fairgrounds	RV Hook Ups (per night)	30.00	30.00	-	
<b>GIS</b>	<b>Professional Services</b>			-	
GIS	Standard labor rate, per hour – 1-hour minimum	120.00	120.00	-	Rates are based on actual costs of personnel, services and supplies, and overhead.
GIS	Quick Maps – Small Format	10.00 + print costs	10.00 + print costs		Basic layers with or w/o imagery
GIS	Quick Maps – Large Format	15.00 + print costs	15.00 + print costs		Basic layers with or w/o imagery
GIS	Custom Mapping, per hour – 1-hour minimum	120.00	120.00	-	Rates are based on actual costs of personnel, services and supplies, and overhead.
GIS	GIS Database Analysis, per hour – 1-hour minimum	120.00	120.00	-	Rates are based on actual costs of personnel, services and supplies, and overhead.
GIS	<b>Printing (Small format) Cost Per sheet</b>			-	
GIS	8.5 X 11 (B&W)	0.50	0.50	-	
GIS	8.5 X 11 (Color)	1.00	1.00	-	
GIS	11 X 17 (B&W)	1.00	1.00	-	

Department	Fee Description	FY 23-24 Fee	FY 24-25 Fee	Change From Prior	Comments
		(\$) Effective 7/1/2023	(\$) Effective 7/1/2024		
GIS	11 X 17 (Color)	2.00	2.00	-	
GIS	<b>Printing (Large format)</b>			-	
GIS	Plat Copy (B&W), Per sheet	5.00	5.00	-	
GIS	Maps/other (B&W), per sq. ft. – \$10 minimum	1.50	1.50	-	\$10 minimum
GIS	Maps/other (Color), per sq. ft. – \$10 minimum	2.00	2.00	-	\$10 minimum
GIS	<b>Scanning</b>			-	
GIS	Small Format (11 X 17 and smaller), per sheet – \$5 minimum	0.50	0.50	-	\$5 minimum
GIS	Large Format (larger than 11 X 17), per sq. ft. – \$15 minimum	1.50	1.50	-	\$15 minimum
GIS	<b>Custom services</b>			-	
GIS	1- mile study and report	170.00	170.00	-	
GIS	Soil survey 1	25.00	25.00	-	
GIS	Soil survey 2	75.00	75.00	-	
GIS	<b>GIS Data</b>			-	
GIS	Custom Data Request, per hour - 1 hour minimum	120.00	120.00	-	Rates are based on actual costs of personnel, services and supplies, and overhead.
GIS	Media fee, per disk or storage device	10.00	10.00	-	
GIS	<b>GIS Mapping fee (included in planning fees)</b>			-	
GIS	Conditional use Permit, non-farm partitioning/vacant/herbaceous forest, per lot	60.00	60.00	-	
GIS	Conditional use Permit, non-farm partitioning w/existing residence, per lot	60.00	60.00	-	
GIS	Conditional use Permit, non-farm dwelling on existing parcel	60.00	60.00	-	
GIS	Conditional use Permit, farm partitioning	60.00	60.00	-	
GIS	Conditional use Permit, non-residential	60.00	60.00	-	
GIS	Site plan review, residential or commercial	60.00	60.00	-	
GIS	Subdivision, PUD, condo, per unit, per lot	60.00	60.00	-	
GIS	Final plat review, subdivision, Per lot	60.00	60.00	-	
GIS	Road Vacation	60.00	60.00	-	
<b>Health Services</b>	In most cases, the increases in immunizations are based on changes in the cost of supplies. The allowable Medicaid immunization reimbursement is \$21.96.				
Health Services	Certain fees shown are subject to adjustment on a sliding scale basis for qualifying individuals as determined by Federal guidelines.				
Health Services	<b>Worksite &amp; Community Wellness:</b>				
Health Services	Health Education/Training/Promotion/Consultation (Non County Businesses)	50.00 - 75.00	50.00 - 75.00		
Health Services	Blood Borne Pathogen Training	50.00	50.00	-	
Health Services	Mental Health First Aid	519.00	519.00	-	
Health Services	QPR	80.00	80.00	-	
Health Services	Living Well with Chronic Conditions	600.00	600.00	-	
Health Services	Diabetes Prevention Program			-	
Health Services	Other Training (Businesses), hourly rate	50.00	50.00	-	
Health Services	<b>Immunizations</b> - Vaccine For Children (VFC and 317 Program): Vaccine from the State – No Charge for Cost of Vaccine, only the administration fee of \$21.96				
Health Services	DTaP (Infanrix)	21.96	21.96	-	
Health Services	DTaP/IPV/Hib (Pentacel)	21.96	21.96	-	
Health Services	DTap/Hep B/IPV (Pediatrix)	21.96	21.96	-	
Health Services	DTap/IPV (Kinrix)	21.96	21.96	-	
Health Services	DTap/Hib (TriHiBit)	21.96	21.96	-	

Department	Fee Description	FY 23-24 Fee	FY 24-25 Fee	Change	Comments
		(\$) Effective 7/1/2023	(\$) Effective 7/1/2024		
Health Services	Hepatitis A Pediatric (Havrix)	21.96	21.96	-	
Health Services	Hepatitis B Pediatric (Engerix)	21.96	21.96	-	
Health Services	Hepatitis B/Hib (Comvax)	21.96	21.96	-	
Health Services	Hib (ActHib)	21.96	21.96	-	
Health Services	HPV (Gardasil)	21.96	21.96	-	
Health Services	IPV (IPOL)	21.96	21.96	-	
Health Services	Meningococcal –MCV4 (Menactra)	21.96	21.96	-	
Health Services	MMR (Measles, Mumps, Rubella)	21.96	21.96	-	
Health Services	MMRV (Measles, Mumps, Rubella, Varicella) (ProQuad)	21.96	21.96	-	
Health Services	PCV13 (Pneumovax)	21.96	21.96	-	
Health Services	Polio IPV	21.96	21.96	-	
Health Services	Rotavirus (RotaTeq & Rotarix)	21.96	21.96	-	
Health Services	Td Immunization (7 and older)	21.96	21.96	-	
Health Services	Tdap Immunization (10-18 years - Boostrix)	21.96	21.96	-	
Health Services	Varicella (Chickenpox – Varivax)	21.96	21.96	-	
Health Services	<b>Special Programs** Admin. Fee only</b>			-	
Health Services	Influenza (VFC and special population)	21.96	21.96	-	
Health Services	Flumist (VFC)	21.96	21.96	-	
Health Services	IG – only pay administration fee	21.96	21.96	-	
Health Services	COVID-19 Vaccine	40.00	40.00	-	
Health Services	<b>Special Programs – No Fee</b>				
Health Services	<b>Vaccines Non VFC Program</b>				Administration Fee included in Price
Health Services	All vaccines	\$21.96 + actual cost	\$21.96 + actual cost		
Health Services	<b>Vital Statistics and Medical Records:</b>			-	
Health Services	Birth and Death Certificates (First)	25.00	25.00	-	
Health Services	Additional Birth and Death Certificates, each	25.00	25.00	-	
Health Services	Replacement Fee (Birth and Death), each	5.00	5.00	-	
Health Services	Record page copies – client chart (after ten pages), per page	0.25	0.25	-	
Health Services	Expedited Order Fee	7.00	7.00	-	
Health Services	<b>Miscellaneous:</b>			-	
Health Services	Shot Record Replacement	1.00	1.00	-	
Health Services	Head Lice Check	10.00	10.00	-	
Health Services	STI Exam	150.00	150.00	-	
Health Services	Lead Screening		300.00		
Health Services	<b>Increases in fees for the Reproductive Health program are based on the Required Cost Analysis which demonstrated the following charges.</b>			-	
Health Services	<b>Lab Tests:</b>			-	
Health Services	Venipuncture/Court Ordered	15.00	15.00	-	
Health Services	Venipuncture/VDRL, Hepatitis	15.00	15.00	-	
Health Services	99211 Nurse Lab Draw		300.00		
Health Services	<b>In House Testing:</b>			-	
Health Services	Rapid Syphilis	-	-	-	
Health Services	Bacterial Vaginosis Point of Care	15.00	15.00	-	
Health Services	HCG Pregnancy Urine (Lab Test)	12.00	12.00	-	
Health Services	HIV C/T Rapid Test	50.00	50.00	-	



Department	Fee Description	FY 23-24 Fee	FY 24-25 Fee	Change	Comments
		(\$) Effective 7/1/2023	(\$) Effective 7/1/2024		
Health Services	HIV Rapid Test – State Program	no charge per state contract	no charge per state contract		
Health Services	Trichomonas Point of Care	15.00	15.00	-	
Health Services	UA w/o Micro	15.00	15.00	-	
Health Services	Wet Mount (Lab Test)	15.00	15.00	-	
Health Services	Rapid Hepatitis C Test	no charge per state contract	no charge per state contract		
Health Services	Rapid COVID Testing (pre-approved by clinic staff only)	150.00	150.00	-	
Health Services	Pronto Rapid HgB Test		15.00		
Health Services	<b>External Lab Testing:</b>			-	
Health Services	Chlamydia/GC	20.00	20.00	-	
Health Services	HIV C/T Test (Sliding Scale)	25.00	25.00	-	
Health Services	Thin Prep Pap with Co Testing	100.00	100.00	-	
Health Services	Thin Prep Pap Smear	65.00	65.00	-	
Health Services	Syphilis Serology + venipuncture fee	25.48	25.48	-	Amount listed does not include \$15.00 venipuncture fee
Health Services	Hepatitis C + venipuncture fee	20.00	20.00	-	Amount listed does not include \$15.00 venipuncture fee
Health Services	Hepatitis B + venipuncture fee	15.00	15.00	-	Amount listed does not include \$15.00 venipuncture fee
Health Services	Titer (Hep B surface, Hep C + venipuncture fee)	20.00	20.00	-	Amount listed does not include \$15.00 venipuncture fee
Health Services	Quantiferon (Risk)	No Charge	No Charge		
Health Services	Quantiferon	65.00	65.00	-	Amount listed does not include \$15.00 venipuncture fee
Health Services	<b>(If more than one titer is being done, only charge 1 venipuncture fee)</b>				
Health Services	<b>*Lab Fees – actual flow- outside lab price – may change due to laboratory cost change.</b>				
Health Services	<b>Injections</b>			-	
Health Services	Therapeutic/Antibiotic Injection Administration	15.00	15.00	-	
Health Services	<b>Dispensed Medications</b>			-	
Health Services	Azithromycin - State Supplied	0	0	-	
Health Services	Azithromycin - EPT, per pill	0.50	0.50	-	
Health Services	Imiquimod cream, per box	15.00	15.00	-	
Health Services	Borid Acid, per bottle		10.00		
Health Services	Cefixime, per pill	3.00	3.00	-	
Health Services	Condylox Gel 5% Packet, per pack	10.00	10.00	-	
Health Services	Doxycycline 100 mg, per pill	0.05	0.05	-	
Health Services	Rochepin (STD)	State Supplied	State Supplied		
Health Services	Rochepin 1 g	Actual cost	Actual cost		
Health Services	Metronidazole 500 mg, per pill	0.25	0.25	-	
Health Services	Metronidazole Gel, per package	5.00	5.00	-	
Health Services	Valtrex, per pill	1.50	1.50	-	
Health Services	Fluconazole, per pill	2.50	2.50	-	
Health Services	Penicillin injection	State supplied	State supplied		
Health Services	Prenatal Vitamins		5.00		
Health Services	<b>*Reproductive Health Contraceptive Supplies: Sliding Fee Scale (Changes are based on our cost and changes in the cost of supplies)</b>			-	

Department	Fee Description	FY 23-24 Fee	FY 24-25 Fee	Change	Comments
		(\$) Effective 7/1/2023	(\$) Effective 7/1/2024		
Health Services	Condoms – latex, pack of 12	5.00	5.00	-	
Health Services	Condoms – non-latex, per box	13.00	13.00	-	
Health Services	Condoms – Female, each	11.00	11.00	-	
Health Services	Depo-Provera IM Injection, per injection	12.00	12.00	-	
Health Services	Depo Provera Subcutaneous Injection, per injection device	25.00	25.00	-	
Health Services	Caya	65.00	65.00	-	
Health Services	ECP Pills (levonogestrel 1.5)	10.00	10.00	-	
Health Services	ECP (Ella)	30.00	30.00	-	
Health Services	ECP My Way	4.00	4.00	-	
Health Services	Implanon	475.00	550.00	75.00	
Health Services	IUD (Mirena)	350.00	425.00	75.00	
Health Services	IUD (Paraguard)	275.00	300.00	25.00	
Health Services	IUD (Kyleena)		685.00	685.00	
Health Services	Oral Contraceptives, based on cost	Actual cost	10.00		Actual cost
Health Services	Slynd Oral Contraceptive, per pack	Actual cost	Actual cost		Actual cost, no generic available
Health Services	Spermicides	15.00	15.00	-	
Health Services	Sponge	15.00	15.00	-	
Health Services	Nuva Ring	10.00	10.00	-	
Health Services	Xulane or Twirla, per patch	30.00	50.00	20.00	
Health Services	Annovera	1,300.00	1,300.00	-	
Health Services	Phexxi	20.00	20.00	-	
Health Services	<b>Reproductive Health New Patient Office Visit</b>				
Health Services	<u>Code</u>	<u>Billing Price</u>	<u>Billing Price</u>		
Health Services	Self Pay Client Visit Only		150.00		Does not include labs or supplies
Health Services	99201 Problem Focused, per visit, 10 minutes face-to-face	100.00	150.00	50.00	
Health Services	99202 Expanded Problem Focused, 20 minutes face-to-face	185.00	185.00	-	
Health Services	99203 Detailed low, 30 minutes face-to-face	230.00	230.00	-	
Health Services	99204 Comprehensive Moderate, 45 minutes face-to-face	345.00	345.00	-	
Health Services	99205 Comprehensive High, 60 minutes face-to-face	406.00	406.00	-	
Health Services	<b>New Patients Preventive Visits</b>				
Health Services	<u>Code</u>	<u>Billing Price</u>	<u>Billing Price</u>		
Health Services	99384	221.00	221.00	-	
Health Services	99385	221.00	221.00	-	
Health Services	99386	221.00	221.00	-	
Health Services	<b>Reproductive Health and/or STI Established Patient Visit</b>				
Health Services	<u>Code</u>	<u>Billing Price</u>	<u>Billing Price</u>		
Health Services	Self Pay Client Visit Only		150.00		
Health Services	99211 RN Visit	79.00	150.00	71.00	
Health Services	99212 Problem Focused, 10 minutes face-to-face	79.00	150.00	71.00	
Health Services	99213 Expanded Problem Focused, 15 minutes face-to-face	125.00	150.00	25.00	
Health Services	99214 Detailed low, 25 minutes face-to-face	175.00	175.00	-	
Health Services	99215 Comprehensive Moderate, 40 minutes face-to-face	250.00	250.00	-	
Health Services	<b>Established Preventive Visits</b>				
Health Services	<u>Code</u>	<u>Billing Price</u>	<u>Billing Price</u>		
Health Services	99394	175.00	175.00	-	
Health Services	99395	75.00	75.00	-	
Health Services	99396	75.00	75.00	-	

Department	Fee Description	FY 23-24 Fee	FY 24-25 Fee	Change	Comments
		(\$) Effective 7/1/2023	(\$) Effective 7/1/2024		
Health Services	<b>Reproductive Health Program</b>			-	
Health Services	Contraceptive/Counseling Visit			-	
Health Services	Low Complexity	60.00	79.00	19.00	
Health Services	Moderate Complexity	167.00	203.00	36.00	
Health Services	High Complexity	260.00	319.00	59.00	
Health Services	DMAP Clients Only			-	
Health Services	All inclusive visit	135.00	135.00	-	
Health Services	Translator Services:			-	
Health Services	Supply Only Visit	6.47	28.00	21.53	
Health Services	Low Complexity	25.88	67.00	41.12	
Health Services	Moderate Complexity	51.76	67.00	15.24	
Health Services	High Complexity	77.63	84.00	6.37	
Health Services	<b>Procedures</b>			-	
Health Services	Diaphragm Fit	135.00	135.00	-	
Health Services	IUD Insertion	150.00	150.00	-	
Health Services	IUD Removal	175.00	175.00	-	
Health Services	Wart Treatment (1-14 – cryotherapy)	188.00	188.00	-	Pay up front
Health Services	Wart Treatment (15 or more – cryotherapy)	225.00	225.00	-	Pay up front
Health Services	Implanon Insertion	100.00	100.00	-	
Health Services	Implanon Removal	100.00	100.00	-	
Health Services	Suture removal	10.00	10.00	-	
Health Services	<b>Maternal Child Health Programs*</b>			-	*Fees set by State OHA Program and may adjust as OHA adjusts fees. These fees are billed through Medicaid.
Health Services	Babies First Targeted Case Management	460.36	460.36	-	
Health Services	Expanded Babies First Targeted Case Management	460.36	460.36	-	
Health Services	CaCoon Targeted Case Management	460.36	460.36	-	
Health Services	Family Connects Single Newborn Case Rate	1,276.93	1,276.93	-	
Health Services	Family Connects Single Visit	293.69	293.69	-	
Health Services	Family Connect Multiple Infant Same Visit	204.31	204.31	-	
Health Services	Perinatal/Lactation Visit 15 min		31.14		
Health Services	Perinatal/Lactation Visit 30 min		50.57		
Health Services	Perinatal/Lactation Visit 45 min		69.49		
Health Services	Perinatal/Lactation Visit 60 min		88.64		
Health Services	<b>Tuberculosis Services – Medications (No Charge – State Supplied)</b>			-	
Health Services	PPD – TB Test	30.00	30.00	-	
Health Services	Vitamin B6	No Charge	No Charge		
Health Services	Ethambutol	No Charge	No Charge		
Health Services	Isoniazid	No Charge	No Charge		
Health Services	Pyrazinamide	No Charge	No Charge		
Health Services	Rifampin	No Charge	No Charge		
Health Services	TB Test-IGRA (blood test)	0.00 +15.00	0.00 +15.00		No Charge plus venipuncture fee
Health Services	<b>Food Service Inspection</b>			-	
Health Services	Food service inspection fees are those authorized by the Oregon DHS. In addition, the following fees and surcharges are authorized:			-	

Department	Fee Description	FY 23-24 Fee	FY 24-25 Fee	Change	Comments
		(\$) Effective 7/1/2023	(\$) Effective 7/1/2024		
Health Services	Full service restaurant/caterer fees based on seating criteria			-	
Health Services	0-15 seats	480.00	520.00	40.00	
Health Services	16-50 seats	545.00	585.00	40.00	
Health Services	51-150 seats	615.00	655.00	40.00	
Health Services	150+ seats	650.00	690.00	40.00	
Health Services	Bed and breakfast	210.00	210.00	-	
Health Services	Limited service restaurant	250.00	300.00	50.00	
Health Services	Commissary	365.00	400.00	35.00	
Health Services	Warehouse	210.00	210.00	-	
Health Services	Mobile unit, licensed in-County			-	
Health Services	Class I	250.00	290.00	40.00	
Health Services	Class II	260.00	300.00	40.00	
Health Services	Class III	285.00	325.00	40.00	
Health Services	Class IV	300.00	340.00	40.00	
Health Services	Mobile unit, licensed out of County, inspected in Crook County, per event	25.00	25.00	-	
Health Services	Temporary restaurant license, one day event	65.00	75.00	10.00	
Health Services	Temporary restaurant license, two or more days	90.00	75.00	(15.00)	
Health Services	Intermittent temporary restaurant license no more than 30 days same food/location, more than one oversight organization	65.00	100.00	35.00	
Health Services	Seasonal temporary restaurant license no more than 90 days same location/food and under one oversight organization	65.00	100.00	35.00	
Health Services	Intermittent/Seasonal Operational Review- prior to either permit being issued (needs to be obtained at least 14 days prior to license application)	55.00	100.00	45.00	
Health Services	Temporary benevolent-license (good for up to 13 one to three day events)	No Charge	No Charge		Must show valid IRS tax-exempt I.D. number to qualify
Health Services	(Intermittent and Seasonal for benevolent will require an Operational Review)	45.00	45.00	-	
Health Services	** Intermittent or seasonal temporaries requiring an additional inspection due			-	
Health Services	to a complaint or infraction will be charged at the daily rate	40.00	40.00	-	
Health Services	Penalty fee for late renewal of restaurant license, per month	100.00	100.00	-	"Late" means after the 31st or last day of the month during which license was required
Health Services	Vending machines inspection per company			-	
Health Services	1-10 machines	50.00	70.00	20.00	
Health Services	11-20 machines	50.00	70.00	20.00	
Health Services	21-30 machines	75.00	95.00	20.00	
Health Services	31-40 machines	100.00	100.00	-	
Health Services	41-50 machines	125.00	125.00	-	
Health Services	Tourist Facility inspection fees			-	
Health Services	Bed and breakfast (non-kitchen inspection)	100.00	100.00	-	
Health Services	Travelers accommodations	100.00	120.00	20.00	
Health Services	Recreation park, plus per space charge as follows:	100.00	120.00	20.00	
Health Services	1 to 50 RV spaces, per space	2.50	2.50	-	

Department	Fee Description	FY 23-24 Fee	FY 24-25 Fee	Change	Comments
		(\$) Effective 7/1/2023	(\$) Effective 7/1/2024		
Health Services	51 to 100 RV spaces, per space	1.50	1.50	-	
Health Services	101+ RV spaces, per space	1.00	1.00	-	
Health Services	Organizational camps	150.00	170.00	20.00	
Health Services	Destination resort overnight lodging unit cluster license	175.00	400.00	225.00	includes hot tub maintenance permit
Health Services	Note: Any person licensed under ORS 446.310 to 446.350 to engage in the recreation park or traveler's accommodations business who fails to renew a license on or before the expiration date is considered delinquent. If delinquency exceeds 15 days past the expiration date a penalty fee of 50% of the annual license fee shall be assessed. The penalty fee will increase by 50% of the license fee on the first day of each succeeding month of delinquency.				
Health Services	<u>Food Service Plan Review Fees/Initial/New Construction</u>				
Health Services	Full service restaurant	275.00	350.00	75.00	
Health Services	Bed and breakfast and restaurant (if required)	275.00	350.00	75.00	
Health Services	Commissary	200.00	250.00	50.00	
Health Services	Warehouse	50.00	100.00	50.00	
Health Services	Tourist Facility Plan Review (RV, Hotel)		350.00		
Health Services	Limited service	150.00	200.00	50.00	
Health Services	<u>Mobile units:</u>				
Health Services	Class I	145.00	200.00	55.00	
Health Services	Class II	175.00	225.00	50.00	
Health Services	Class III	225.00	275.00	50.00	
Health Services	Class IV	245.00	300.00	55.00	
Health Services	Mobile Unit w/previous plan review	50.00	50.00	-	
Health Services	Organizational Camp - w/o food kitchen building	200.00	200.00	-	
Health Services	Organizational Camp w/ food kitchen facility	275.00	275.00	-	
Health Services	<u>Remodeling</u>				
Health Services	Full service restaurant	150.00	250.00	100.00	
Health Services	All Others (turn-key/no construction)	150.00	200.00	50.00	
Health Services	<u>Other:</u>				
Health Services	Daycare inspection	100.00	100.00	-	
Health Services	School inspection	125.00	125.00	-	
Health Services	Public swimming pool and spa inspection fee, first pool/spa	350.00	400.00	50.00	
Health Services	Additional (year round) pools and spas each	250.00	300.00	50.00	
Health Services	Seasonal pool	250.00	300.00	50.00	
Health Services	Additional seasonal pool/spa	250.00	300.00	50.00	
Health Services	Loan inspections water	145.00	145.00	-	
Health Services	Food handler certificate	10.00	10.00	-	
Health Services	Food handler replacement certificate	5.00	5.00	-	
Health Services	Administrative fee non-specific to above listed fees, per 15 minutes -- 15 minute minimum	5.00	5.00	-	
Health Services	Environmental health specialist consultation fee, in-house, per hour -- 1 hour minimum	95.00	95.00	-	
Health Services	Environmental health specialist consultation fee, fieldper hour -- 1 hour minimum	145.00	145.00	-	
Health Services	Refund processing fee	25.00	25.00	-	
Health Services	Plan Review Packet	5.00	5.00	-	
Health Services	Note: A supplementary inspection charge equal to 50% of the annual license fee shall be assessed for each complete inspection required because of failure to meet applicable standards when such complete inspection is performed during the license period in addition to the two semi-annual inspections normally performed. Charges accrued and not paid during the current license period will be added to the license fee for the next license period and will be subject to the late penalty fee of \$100 for each month fee remains unpaid.				

Department	Fee Description	FY 23-24 Fee	FY 24-25 Fee	Change From Prior	Comments
		(\$) Effective 7/1/2023	(\$) Effective 7/1/2024		
Health Services	New licensees will not be assessed any surcharges accrued by the previous license holder. Any facility opened in Oct/Nov/Dec will be charged 50% of the required fees.			-	
<b>Info Technology</b>	<b>IT – Professional Services</b>			-	Fees not charged to other units of County government
Info Technology	Server and Desktop Labor, per hour (billed in ¼ hour increments)	85.00	85.00	-	Rates are based on actual costs of personnel, services and supplies, and overhead.
Info Technology	Network and Wireless Labor, per hour (billed in ¼ hour increments)	125.00	125.00	-	Rates are based on actual costs of personnel, services and supplies, and overhead.
Info Technology	Consulting and Training Labor, per hour (billed in ¼ hour increments)	150.00	150.00	-	Rates are based on actual costs of personnel, services and supplies, and overhead.
<b>Landfill</b>	All weight-based charges are subject to a minimum charge based on 20 lbs. Weights above 20 lbs. will be rounded up to the next 20 lbs. increment due to scale calibration.				
Landfill	"In-county" refers to debris which is being hauled by a resident of Crook County bearing a driver's license showing a Crook County address or a Crook County landfill-issued resident I.D. card.				
Landfill	<b>General services</b>			-	
Landfill	Minimum disposal rate, any transaction, in-county residents with resident's I.D. card	10.00	12.00	2.00	
Landfill	Minimum disposal rate, any transaction, out-of-county residents	12.00	14.00	2.00	
Landfill	Disposal rate, in-county residents with resident's I.D. card, per ton	60.00	62.00	2.00	
Landfill	Disposal rate, out-of-county residents and residents without I.D. card, per ton	70.00	72.00	2.00	
Landfill	Mixed load disposal rate, in-county residents and commercial, per ton -- \$20 minimum	75.00	77.00	2.00	Order 2002-45 is of no further effect
Landfill	Mixed load disposal rate, out-of-county residents and commercial, per ton - \$30 minimum	85.00	87.00	2.00	Order 2002-45 is of no further effect
Landfill	All other commercial haulers, per ton in-county	60.00	62.00	2.00	
Landfill	All other commercial haulers, per ton out-of-county	70.00	72.00	2.00	
Landfill	Fee for unsecured/untarped loads	10.00	10.00	-	
Landfill	Septage waste disposal, per gallon	0.125	0.135	0.01	
Landfill	Contaminated soil originating in-county, per ton + surcharge	\$35.00 per ton + \$50 surcharge	\$37.00 per ton + \$50 surcharge		\$50 surcharge, plus additional charge per ton
Landfill	Contaminated soil originating out-of-county, per ton + surcharge	\$45.00 per ton + \$50 surcharge	\$47.00 per ton + \$50 surcharge		\$50 surcharge, plus additional charge per ton
Landfill	Weight Ticket Only	5.00	5.00	-	
Landfill	<b>Inert material/Construction debris</b>			-	
Landfill	Concrete/cement, per ton	10.00	12.00	2.00	
Landfill	Dirt (clean) or Sod, per ton	10.00	12.00	2.00	
Landfill	Rocks or bricks, per ton	10.00	12.00	2.00	
Landfill	Asphalt, per ton	10.00	12.00	2.00	
Landfill	<b>Waste Recovery Fees</b>			-	
Landfill	Composted materials purchase per yard if purchased on-site	14.00	14.00	-	
Landfill	Wood chips per yard if purchased on site	5.00	5.00	-	
Landfill	Juniper chips per yard if purchased on site	7.00	7.00	-	
Landfill	Gypsum per ton if purchased on site	40.00	40.00	-	
Landfill	Burning barrel purchase, per barrel	10.00	10.00	-	
Landfill	Sweeper brush roller purchase, per sweeper	25.00	25.00	-	

Department	Fee Description	FY 23-24 Fee	FY 24-25 Fee	Change	Comments
		(\$) Effective 7/1/2023	(\$) Effective 7/1/2024		
Landfill	Landscaping Boulders, per ton if purchased on site		250.00		
Landfill	<b>Appliance Disposal Fee</b>			-	
Landfill	Stoves, washers, dryers, dishwashers	9.00	9.00	-	
Landfill	Water heater	5.00	5.00	-	
Landfill	Refrigerators / air conditioners / freezers / water coolers	15.00	15.00	-	
Landfill	Microwaves	3.00	3.00	-	
Landfill	Propane tanks	5.00	5.00	-	
Landfill	<b>Tires</b>			-	
Landfill	Tire fee, pick-up, up to 20 lbs. without rim	3.00	5.00	2.00	
Landfill	Tire fee, pick- up, to 40 lbs. with rim	6.00	8.00	2.00	
Landfill	Tire fee, semi-truck, up to 100 lbs. without rim	7.00	9.00	2.00	
Landfill	Tire fee, semi-truck, up to 160 lbs. with rim	12.00	14.00	2.00	
Landfill	Tire fee, giant & tractor, per ton	225.00	325.00	100.00	Giant and tractor tires not accepted at Crook County Landfill; however large loads of tires or partial tires (dump truck or dump trailers) can be dumped by weight; charge includes cost for Crook County Landfill to handle and transfer load to tire recycling location, as well as ODOT disposal fees
Landfill	<b>Mobile Home Disposal Fees</b>			-	<b>No mobile homes or travel trailers accepted.</b>
Landfill	<b>No mobile homes or travel trailers accepted.</b>	<b>Not accepted</b>	<b>Not accepted</b>		
Landfill	Camper			-	
Landfill	In-county	60.00/ton + 25.00 surcharge	62.00/ton + 25.00 surcharge		\$25 surcharge, plus additional charge per ton
Landfill	Out-of-county	70.00/ton + 25.00 surcharge	72.00/ton + 25.00 surcharge		\$25 surcharge, plus additional charge per ton
Landfill	<b>Dead Animals</b>			-	
Landfill	Off-Load fee for dead animals	10.00	10.00	-	
Landfill	In-county, per ton	60.00	62.00	2.00	
Landfill	Out-of-county, per ton	70.00	72.00	2.00	
Landfill	<b>Butcher Waste</b>			-	
Landfill	In-county, per ton	60.00	62.00	2.00	
Landfill	Out-of-county, per ton	70.00	72.00	2.00	
Landfill	<b>Hazardous Waste</b>			-	Hazardous Waste not accepted
Landfill	<b>Paint</b>			-	Latex and Oil based paint only; all other paints are not accepted. NOTE: Liquid latex or oil based paint is free for recycle.
Landfill	In-county, per ton	60.00	62.00	2.00	Solidified or frozen latex or oil based paint only; must be in original
Landfill	Out-of-county, per ton	70.00	72.00	2.00	container.
Landfill	<b>Fluorescent Light Tubes</b> , per foot	0.20	0.30	0.10	
Landfill	<b>Compact Fluorescent Bulbs</b> , each		1.00		
Landfill	<b>UV Lamps</b> , per foot		1.00		
Landfill	<b>HID Lamps</b> , each		2.00		
Landfill	<b>Electronics</b>			-	
Landfill	<b>Undamaged</b>			-	
Landfill	Computers (Monitors and Towers)	No Charge	No Charge		
Landfill	Keyboard and Mouse	No Charge	No Charge		

Department	Fee Description	FY 23-24 Fee	FY 24-25 Fee	Change	Comments
		(\$) Effective 7/1/2023	(\$) Effective 7/1/2024		
Landfill	Printers	No Charge	No Charge		
Landfill	Televisions	No Charge	No Charge		
Landfill	Console televisions	No Charge	No Charge		
Landfill	VCRs/DVDs	No Charge	No Charge		
Landfill	Copy machines--large	25.00	25.00	-	
Landfill	Copy machines--small	No Charge	No Charge		
Landfill	Fax machines	No Charge	No Charge		
Landfill	<b>Damaged</b>			-	
Landfill	Computers (Monitors and Towers)	No Charge	No Charge		
Landfill	Keyboard and Mouse	1.00	1.00	-	
Landfill	Printers	3.00	3.00	-	
Landfill	Televisions	No Charge	No Charge		
Landfill	Console televisions	No Charge	No Charge		
Landfill	VCRs/DVDs	3.00	3.00	-	
Landfill	Copy machines--large	25.00	25.00	-	
Landfill	Copy machines--small	3.00	3.00	-	
Landfill	Fax machines	3.00	3.00	-	
Landfill	<b>Asbestos</b>			-	*ASN4 form must be attached with at least one copy for the Landfill to keep
Landfill	0 to 2,000 lbs, plus \$150 per additional ton	100.00	150.00	50.00	Minimum charge is \$150, \$150 per ton after minimum charge
Landfill	<b>Recyclable items</b>			-	
Landfill	Latex, liquid paint (original container)	No Charge	No Charge		
Landfill	Oil based liquid paint/stain (original container)	No Charge	No Charge		
Landfill	Newspaper	No Charge	No Charge		
Landfill	Corrugated cardboard	No Charge	No Charge		
Landfill	Glass	No Charge	No Charge		
Landfill	Magazines	No Charge	No Charge		
Landfill	Tin cans	No Charge	No Charge		
Landfill	Car/truck batteries	No Charge	No Charge		
Landfill	Used automobile oil, 5 gallon limit, no barrels, no commercial customers	No Charge	No Charge		
Landfill	Antifreeze – Residential Customers	No Charge	No Charge		
Landfill	Antifreeze – Commercial Customers (per gallon)	0.50	0.50	-	
Landfill	<b>Other Landfill fees</b>			-	
Landfill	Yard debris, per ton			-	
Landfill	In-county, per ton (minimum applies)	60.00	62.00	2.00	
Landfill	Out-of-county, per ton (minimum applies)	70.00	72.00	2.00	
Landfill	Wood debris only, per ton (minimum applies)	35.00	35.00	-	no metal except nails, no pressure treated, and no railroad ties
Landfill	Scrap metal (no wire)-Metal Load only (minimum applies)	25.00	25.00	-	
Landfill	Charge Account Landfill Card - Additional or Replacement Cards		10.00		Up to four cards will be provided for free to new accounts. Additional cards needed or replacement for lost cards
Landfill	Off-Load Fee		10.00	10.00	Boats, Trusses, etc. with signed waiver form
Landfill	Sign Space Rental - per year		150.00		
<b>Library</b>	Nonresident card fee			-	
Library	1 month	10.00	10.00	-	



Department	Fee Description	FY 23-24 Fee	FY 24-25 Fee	Change	Comments
		(\$) Effective 7/1/2023	(\$) Effective 7/1/2024		
Library	3 months	25.00	25.00	-	
Library	12 months	85.00	85.00	-	
Library	Interlibrary loan no-pickup fee	5.00	5.00	-	
Library	Collection fee, per account sent	10.00	10.00	-	
Library	Use of Library Meeting Rooms			-	Broughton Room and Juniper Room
Library	Non-Profit Organization, per hour	No Charge	No Charge		Any damages will be billed to user
Library	Commercial (For-Profit) Organization, per hour	20.00	20.00	-	Any damages will be billed to user
				-	
<b>Museum</b>	Use of Museum Community Room			-	
Museum	Non-Profit Organization, per hour	No Charge	No Charge		Any damages will be billed to user
Museum	Commercial (For-Profit) Organization, per hour	No Charge	No Charge		Any damages will be billed to user
				-	
<b>OSU Extension</b>	<b>4-H Clover Club Building Rental Rates</b>			-	
OSU Extension	Griffin Classroom			-	
OSU Extension	Non-Profit Organization, per hour	30.00	30.00	-	
OSU Extension	Non-Profit Organization, entire day	150.00	150.00	-	
OSU Extension	Commercial (For-Profit) Organization, per hour	45.00	45.00	-	
OSU Extension	Commercial (For-Profit) Organization, entire day	200.00	200.00	-	
OSU Extension	Assembly Room			-	
OSU Extension	Non-Profit Organization, per hour	40.00	40.00	-	
OSU Extension	Non-Profit Organization, entire day	200.00	200.00	-	
OSU Extension	Commercial (For-Profit) Organization, per hour	55.00	55.00	-	
OSU Extension	Commercial (For-Profit) Organization, entire day	250.00	250.00	-	
OSU Extension	Entire Building			-	
OSU Extension	Non-Profit Organization, per hour	50.00	50.00	-	
OSU Extension	Non-Profit Organization, entire day	250.00	250.00	-	
OSU Extension	Commercial (For-Profit) Organization, per hour	75.00	75.00	-	
OSU Extension	Commercial (For-Profit) Organization, entire day	350.00	350.00	-	
OSU Extension	Cleaning/Damage Deposit	300.00	300.00	-	
OSU Extension	Key Deposit	10.00	10.00	-	
OSU Extension	Copies/Prints			-	
OSU Extension	B/W 8½x11 Copy Paper	0.10	0.10	-	
OSU Extension	Color 8½x11 Copy Paper	0.50	0.50	-	
OSU Extension	Double-sided copies	Price is Doubled	Price is Doubled		
OSU Extension	Faxes			-	
OSU Extension	Local - Up to 10 pages	1.50	1.50	-	
OSU Extension	Long Distance - Up to 10 pages	2.50	2.50	-	
OSU Extension	Additional pages over 10, cost Per page	0.50	0.50	-	
				-	
<b>Road</b>	<b>County-Accepted and Maintained Roads</b>			-	
Road	Traffic review related to County-accepted and maintained roads is typically performed by the Oregon Dept. of Transportation. If ODOT-review is not available, the below fees will be applied. If plan review and site observation cannot be performed by County or ODOT staff due to limitations of technical expertise or resources, the below fee-schedule will be applied.				
Road	Construction Plan Review, base charge + charge per linear foot of County road	350.00	350.00	-	Base charge of \$350 plus \$2.50 per linear foot of County Road

Department	Fee Description	FY 23-24 Fee	FY 24-25 Fee	Change From Prior	Comments
		(\$) Effective 7/1/2023	(\$) Effective 7/1/2024		
Road	Additional Reviews, base charge + charge per linear foot of County road	175.00	175.00	-	Base charge of \$175 plus \$2.50 per linear foot of County Road
Road	Inspection Fees, per visit	175.00	175.00	-	
Road	Cattle Guard Permit Fee	350.00	350.00	-	
Road	Consultant fee	Actual Cost	Actual Cost		Consulting fees are charged when in the judgment of the Road Master or County Counsel, expertise or resources are required outside the scope of the County's ability to evaluate an application accurately or timely and additional assistance is needed.) In some cases, consultation is required by County ordinance, State law, or Federal law.
<b>Sheriff's Office</b>	<b>Administrative Research Fee, per hour</b>	65.00	65.00	-	Includes video/audio redactions
Sheriff's Office	Criminal reports, printed, up to 10 pages	10.00	10.00	-	
Sheriff's Office	over 10 pages, per page	0.25	0.25	-	
Sheriff's Office	Electronic Fingerprinting, per card	15.00	15.00	-	
Sheriff's Office	Impounded auto processing fee	100.00	100.00	-	
Sheriff's Office	Electronic monitoring installation and set-up	50.00	50.00	-	Fee may be waived depending on ability to pay at the discretion of the supervisory authority
Sheriff's Office	Electronic monitoring services, per day	15.00	15.00	-	Fee may be waived depending on ability to pay at the discretion of the supervisory authority
Sheriff's Office	Real Property Foreclosure Sale	\$600 minimum + add'l actual costs	\$600 deposit + add'l actual costs		Includes \$89.00 statutory sheriff's fee, one hour sale preparation time at \$32.00, pre-sale posting at \$50.00, one hour allotted for conduct of sale at \$45.00, and \$50.00 after sale posting charge PLUS additional costs incurred for advertising, staff time for preparation, conduct of sale, certified mailing and postage and certification of sale.
Sheriff's Office	Personal Property Foreclosure Sale	\$475 minimum + add'l actual costs	\$475 deposit + add'l actual costs		Includes \$89.00 statutory sheriff's fee, one hour sale preparation time at \$32.00, pre-sale posting at \$50.00, one hour allotted for conduct of sale at \$32.00, fees for publication as instructed (ORS 18.920(4)(5) PLUS additional costs incurred for preparation, conduct of sale, certified mailings and postage, folio fees, keeper fees, and other expenses incurred to conduct the sale.
Sheriff's Office	Sheriff staff time beyond 1st hour of standby, per deputy per hour	55.00	55.00	-	
Sheriff's Office	For Civil Fees, please refer to the Crook County Sheriff's Office website: <a href="https://co.crook.or.us/sheriff/page/civil">https://co.crook.or.us/sheriff/page/civil</a>			-	<a href="https://co.crook.or.us/sheriff/page/civil">https://co.crook.or.us/sheriff/page/civil</a>
<b>Dog Licenses</b>	<b>Dog License Fees</b>			-	<b>Rabies vaccination must run concurrent with the license</b>
Dog Licenses	<b>Yearly</b>			-	
Dog Licenses	Unaltered, per year	25.00	25.00	-	
Dog Licenses	Altered, per year	10.00	10.00	-	
Dog Licenses	Unaltered, owner senior citizen (62+ years old), per year	NA	12.50		
Dog Licenses	Altered, owner senior citizen (62+ years old), per year	5.00	5.00	-	
Dog Licenses	Livestock dog License, per year	5.00	5.00	-	(see CCC 6.04.085)
Dog Licenses	<b>3-Year</b>			-	
Dog Licenses	Unaltered	75.00	75.00	-	

Department	Fee Description	FY 23-24 Fee	FY 24-25 Fee	Change	Comments
		(\$) Effective 7/1/2023	(\$) Effective 7/1/2024		
Dog Licenses	Altered	20.00	20.00	-	
Dog Licenses	Unaltered, owner senior citizen (62+ years old)	NA	37.50		
Dog Licenses	Altered, owner senior citizen (62+ years old)	10.00	10.00	-	
Dog Licenses	Livestock dog License	10.00	10.00	-	(see CCC 6.04.085)
Dog Licenses	Replacement tag	2.00	2.00	-	
Dog Licenses	<b>Kennel License Fee</b>			-	
Dog Licenses	<b>Yearly</b>			-	
Dog Licenses	Up to 10 dogs, per dog, per year	50.00	50.00	-	
Dog Licenses	Each additional adult dog over 10, per dog, per year	3.00	3.00	-	\$50.00 for the first 10 dogs plus \$3.00 for each add'l adult dog
Dog Licenses	Owner senior citizen (62+ years old), up to 10 dogs, per year	NA	25.00		
Dog Licenses	Owner senior citizen (62+ years old), each additional adult dog	NA	1.50		\$25.00 for the first 10 dogs plus \$1.50 for each add'l adult dog
Dog Licenses	per dog, per year				
Dog Licenses	<b>3-Year</b>			-	
Dog Licenses	Up to 10 dogs, for 3 years	100.00	100.00	-	
Dog Licenses	Each additional adult dog over 10, for 3 years	6.00	6.00	-	\$100.00 for the first 10 dogs plus \$6.00 for each add'l adult dog
Dog Licenses	Owner senior citizen (62+ years old), up to 10 dogs, per year	NA	50.00		
Dog Licenses	Owner senior citizen (62+ years old), each additional adult dog	NA	3.00		\$50.00 for the first 10 dogs plus \$3.00 for each add'l adult dog
Dog Licenses	per dog, per year				
Dog Licenses	<b>Ranch License Fee</b>			-	
Dog Licenses	<b>Yearly</b>			-	
Dog Licenses	1 to 3 ranch dogs, per dog per year	5.00	5.00	-	
Dog Licenses	4+ ranch dogs, per year	15.00	15.00	-	
Dog Licenses	<b>3-Year</b>			-	
Dog Licenses	1 to 3 ranch dogs, per dog for 3 years	10.00	10.00	-	
Dog Licenses	4+ ranch dogs, for 3 years	30.00	30.00	-	
				-	
<b>Surveyor</b>	<i>Fees do not include Clerk's recording and certification fees</i>			-	
Surveyor	Partition plat review and filing			-	
Surveyor	First 2 sheets	550.00	550.00	-	
Surveyor	Each additional sheet over 2	50.00	50.00	-	\$550.00 includes the first 2 sheets plus \$50.00 for each additional sheet
Surveyor	Record of survey review and filing			-	
Surveyor	First sheet	225.00	225.00	-	
Surveyor	Each additional additional sheet, boundary review	50.00	50.00	-	\$225.00 includes the first sheet plus \$50.00 for each additional
Surveyor	Monumented subdivision plat review and filing	\$900 base fee + \$85 per lot	\$900 base fee + \$85 per lot		Base fee of \$900 + \$85 per lot
Surveyor	Post monumented subdivision plat and filing	\$1,100 base fee + \$85 per lot	\$1,100 base fee + \$85 per lot		Base fee of \$1,100 + \$85 per lot
Surveyor	Post monumented subdivision	\$4500 + \$50 per post monument	\$4500 + \$50 per post monument		\$4,500 cash deposit + \$50 per post monument
Surveyor	Condominium plat review and filing	\$900 base fee + \$85 per unit	\$900 base fee + \$85 per unit		Base fee of \$900 + \$85 per unit

Department	Fee Description	FY 23-24 Fee	FY 24-25 Fee	Change From Prior	Comments
		(\$) Effective 7/1/2023	(\$) Effective 7/1/2024		
Surveyor	Affidavit of correction	110.00	110.00	-	
Surveyor	Oregon Corner Restoration Record	25.00	25.00	-	
Surveyor	Affidavit of plat monument re-establishment and post monumentation affidavit	126.00	126.00	-	
Surveyor	Vacation review and filing	110.00	110.00	-	
Surveyor	Blueline copies, per sheet	4.00	4.00	-	
Surveyor	Photocopies, per sheet	0.50	0.50	-	
Surveyor	Property line adjustment review and filing	300.00	300.00	-	
Surveyor	First sheet	300.00	300.00	-	
Surveyor	Each additional additional sheet	50.00	50.00	-	\$300.00 includes the first sheet plus \$50.00 for each add'l sheet
Surveyor	Additional sheets	50.00	50.00	-	
Surveyor	Additional plat review caused by redesign, per hour	140.00	140.00	-	
				-	
<b>Weed Control</b>	Inspection and Weed-Free Certification for rock pits	100.00	100.00	-	This fee pertains to rock pits only