



# **CROOK COUNTY BOARD OF COMMISSIONERS AGENDA**

**Wednesday, July 2, 2025 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**

*Please note that each speaker is limited to a maximum of five (5) minutes. This guideline helps ensure that everyone has an equal opportunity to speak.*

## **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. Order 2025-23 In the Matter of Appointment to the Ag Extension Service District Advisory Board**
- 3. Order 2025-24 In the Matter of Appointment to the Crook County Library Board of Trustees**
- 4. Order 2025-25 In the Matter of Appointment to Housing Works**
- 5. Signature on amendment to Crook County Deflection program grant allowing additional time to spend funds**

## **DISCUSSION**

- 6. Belknap Exhibit Center Wins 2025 NACo Achievement Award**

Requester: Susan Hermreck  
County Commissioner

- 7. Wildfire Season Briefing and Review of Delegation of Authority to Fire Chief**

Requester: Will Van Vactor  
County Manager

- 8. Republic Services Request for Rate Adjustment**

Requester: Courtney Voss  
Municipal Manager, Republic Services

**9. Approval of \$25,000 Grant Award – Ag West Local Advisory Committee**

Requester: Casey Daly  
Fairgrounds Manager

**10. Request Approval for Aircraft Hangar Land Lease Transaction**

Requester: Kelly Coffelt  
Airport Manager

**11. Final Plat Signature - Subdivision Phase 2 of Grandridge II**

Requester: John Eisler  
Community Development Director

**12. Final Plat Signature - replat of the replat of Phase 14 of the Brasada Ranch Subdivision**

Requester: John Eisler  
Community Development Director

**13. PUBLIC HEARING: Second Reading of Ordinance 352; a zone map amendment**

Requester: Katie McDonald  
Presenters: Katie McDonald / John Eisler

## **MANAGER REPORT**

## **COMMISSIONER UPDATES**

## **PUBLIC COMMENT**

*Please note that each speaker is limited to a maximum of five (5) minutes. This guideline helps ensure that everyone has an equal opportunity to speak.*

## **EXECUTIVE SESSION**

\*None Scheduled\*

## **NOTICE AND DISCLAIMER**

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

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

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

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

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

### **Additional Items**

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

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Contact: Brian Barney (brian.barney@crookcountyor.gov (541) 447-6555) | Agenda published on 06/26/2025 at 1:39 PM

**CROOK COUNTY BOARD OF COMMISSIONERS MINUTES  
OF MARCH 12, 2025, WORK SESSION  
Open Portion**

**Be It Remembered** that the Crook County Board of Commissioners met in a regularly scheduled Work Session on March 12, 2025, at 9:00 a.m. in the Administration Conference room located at 203 NE Court Street, Prineville, Oregon 97754.

Board Members Present: Commissioner Susan Hermreck; Commissioner Seth Crawford  
Absentees: Commissioner Brian Barney

Others Present in Person or Via Zoom: Legal Counsel Eric Blaine; Executive Administrative Assistant Sarah Puerner; Community Development Director John Eisler; County Manager Will Van Vactor; Executive Assistant Breyanna Cupp; Extension Manager Rebecca Keegan; HR Director Meghan McKee; Airport Manager Kelly Coffelt; Road Superintendent Brad Haynes; Finance Director Christina Haron; Health and Human Services Director Katie Plumb; Fairgrounds Manager Casey Daly; Legal Assistant Alex Solterbeck; Assessment Technician Elsie Ray; Agronomist Gordon Jones; Emergency Manager AJ Crawford; Undersheriff Bill Elliott; Associate Planner Hannah Elliott; Senior Planner Katie McDonald; IT Manager Blaine Cheney; Mike Ervin; Garth Finley; Justin Alderman; Laura York; Austin; Jeremy Briggs; James Facer; George Stuzen; and members of the public.

**WORK SESSION**

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

**Public Comment:**

Justin Alderman from the *Prineville Review* addressed the Board of Commissioners regarding a public records request dating back to November concerning an allegedly illegal NRAC meeting. He referenced earlier communication with Mr. Albert, whose comments highlighted concerning county practices and “weird policies” around public records. Alderman is appealing for the Board to grant a full fee waiver for the request and to act on staff recommendations to resolve underlying transparency issues. He criticized delays in decision-making, particularly around the December 4 meeting, and pointed to public interest as justification for waiving the fees entirely. He also noted that while a partial payment was offered on December 18, a full waiver remains the appropriate course of action.

County Manager Will Van Vactor noted that he intended to address the public records request in his Manager Report and noted that staff had planned to bring it back for next week’s meeting. However, given the public comments made today, the Board may want to take a different approach. The Board could either direct staff to proceed or authorize Will to re-review the request and make a determination. Commissioner Crawford expressed he is fine with either option.

The Zoom video ended at 9:12 a.m. due to a security breach where an individual engaged in inappropriate behavior. The decision was made to suspend the use of Zoom



for the remainder of the meeting. Justin Alderman was attending the meeting via Zoom, so he was unfortunately not able to resume participation via zoom. Will Van Vactor called Justin Alderman from his phone and put Justin on speaker phone.

Mr. Van Vactor asked for clarification on the date of the records request. Mr. Blaine confirmed it was around November 21, with follow-up at the December 4 and December 18 meetings, and noted recent conversations with Mr. Albert. Mr. Van Vactor wanted to clarify which specific requests he's being authorized to review. Mr. Eisler suggested the December 4 request. Commissioner Crawford asked Justin Alderman which fees he was referring to, and Justin responded that a full fee waiver is being requested for all records related to NRAC and Mr. Kiser. Commissioner Crawford proposed that Justin and Will work together offline, with Will being given authority to proceed. Justin emphasized that the NRAC-related requests have the strongest justification and noted a backlog of requests, aiming to resolve the December 4 and 18 requests by the end of the week.

**MOTION** to authorize Will Van Vactor, County Manager, to invoke a policy for current public records requests and to develop a policy for future public records requests, and to provide documents to the *Prineville Review* by end of day Friday March 14<sup>th</sup>. Motion seconded by Commissioner Hermreck. No discussion. Commissioner Hermreck votes Aye, Commissioner Crawford votes Aye. Motion carried 2-0.

**Discussion item #1: OSU Extension Program Update:**

**Requester:** Rebecca Keegan

**Details:** Ag Extension Manager Rebecca Keegan attended the Work Session to introduce Gordon Jones, Agronomist with OSU Extension's Department of Crop and Soil Science. Gordon shared an overview of his Extension Agronomy program, which serves Crook, Deschutes, and Jefferson counties. His work includes informal classes and outreach on key agricultural topics such as pest management, forages, small grains, water and nutrient efficiency, and greenhouse techniques. Commissioner Hermreck raised concerns about the ongoing grasshopper issue in Eastern Oregon, noting a meeting scheduled in Paulina on Tuesday, March 18 at noon with representatives from the Oregon Department of Agriculture. She invited Gordon to attend and highlighted the availability of remaining program funds (~\$600,000) for mitigation. Rebecca also noted that Gordon's office is located in Prineville.

**Discussion item #2: HR Department Update:**

**Requester:** Meghan McKee

**Details:** Human Resources Director Meghan McKee attended the Work Session to provide an update on department activities and discuss two key items with the Board of Commissioners. The new Human Resources Information System (HRIS) is currently in the validation phase and is expected to go live by the end of the month. Initial rollout will include onboarding tools, followed by the benefits module in April/May. The system will feature a self-service portal allowing employees to access personal HR information. Additional modules, including time and attendance (which will require employees to clock in/out), training, e-forms, and recruitment, will be introduced in phases throughout the year. Ms. McKee recommended removing the short version of the

Employee Handbook from the County website. This version was added in September 2023 alongside the original, resulting in two published versions. Moving forward, the County will maintain only a single, updated version of the handbook.

**Discussion item #3: Inter-County Mutual Aid Agreement Review & Update:**

**Requester:** Katie Plumb

**Details:** Health and Human Services Director Katie Plumb and Emergency Manager AJ Crawford attended the Work Session to present an overview of the Multi-County Omnibus Mutual Aid Agreement and request updated signatures from the Board of Commissioners. The existing agreement, originally adopted by Crook County in 2010/2011, outlines protocols for mutual aid across 20 counties during emergencies such as wildfires, floods, and public health events. Though reviewed annually by legal and emergency management staff, changes in contact information and operational updates have prompted a formal request for the Board to re-sign the agreement. AJ Crawford noted that the agreement ensures a streamlined, pre-authorized process for resource sharing across counties during emergencies. Recent examples include deploying local SAR members and canines to assist in a child search and providing law enforcement support in Wheeler County following a tragedy. Katie Plumb added that the agreement also covers public health staff, who may be called upon during disease outbreaks or large-scale events such as a Cascadia subduction zone incident. The updated agreement will be placed on the March 19th Consent Agenda for final approval.

**Discussion item #4: Request for Reconsideration - Greenbar Excavation:**

**Requester:** John Eisler

**Details:** Community Development Director John Eisler attended the Work Session to discuss a request for reconsideration. The Crook County Board of Commissioners recently held a hearing on Greenbar Excavation, LLC's application to add a portion of the Bartels Site to the County's inventory of significant resources. During the hearing, there appeared to be agreement on setback concerns related to a neighboring property, but the Board has not yet signed a final decision. Greenbar's attorney has now submitted a formal Request to Reconsider a single issue — specifically, the setback between the proposed mining area and a neighboring property owned by Carter (Tax Lot 501/Lot 14 in the Cimmarron Hills Subdivision). Because the decision hasn't been finalized, this is not technically a reconsideration under state law, but rather a request to reopen the record under Crook County Code 18.172.080(18). If the Board agrees to reopen the record, a third hearing would be necessary, with notice given to all parties entitled to participate. The new hearing would only address the limited issue raised in the request. During the discussion, Commissioner Hermreck expressed support for holding another hearing to clarify the setback issue, stating she felt it was the right thing to do. Commissioner Crawford questioned whether the entire process would need to be reopened, and Mr. Eisler confirmed that it would not. Commissioner Hermreck emphasized that the specific setback—particularly the 50-foot distance—remains unclear and needs to be addressed. Mr. Eisler noted that a date would need to be set for the third hearing, and Commissioners indicated that April 8th would work for them. The Board agreed to schedule the third hearing for April 8th at 1:00 p.m.

**MOTION** to withdraw the final motion on Ordinance 346 Application 217-24-000070-PLNG for Greenbar Excavation, LLC made on November 6, 2024, and to reopen the record for a third public hearing to consider the limited issue of the setback of the mining operation to the dwelling on tax lot 501 lot 14 on the Cimmaron Hills subdivision owned by Carter at the Crook County Annex on April 8<sup>th</sup> at 1 pm. Motion seconded by Commissioner Hermreck. No discussion. Commissioner Hermreck votes Aye, Commissioner Crawford votes Aye. Motion carried 2-0.

**Discussion item #5: 2025 Land Use Legislative Update:**

**Requester:** John Eisler

**Details:** Community Development Director John Eisler provided an update on potential significant land use legislation for the 2025 Regular Session. With over 3,000 bills introduced, Mr. Eisler presented a broad overview and sought input on which bills the County should focus on, suggesting they limit comments to the most impactful ones. Housing bills are a primary focus, with several proposals including changes to land use application deadlines, accessory dwelling unit regulations, and land use on farm and forest zones. Notable housing bills include SB 974, reducing land use application decision time to 45 days for single-family dwellings, and HB 3673, reducing the decision time for housing or mental health facilities to 90 days. Additionally, several bills target exclusive farm use (EFU) lands, such as SB 77 (allowing home occupations on farm or forest land) and SB 788 (permitting weddings or events on EFU lands east of the Cascade Range). Other bills discuss changes to land use for various purposes, like SB 940, allowing certain developments on farmland, and HB 2455, permitting home occupations by non-resident property owners on resource lands. Miscellaneous bills include SB 501 & HB 2178, which limit standing in appeals, and SB 502, which awards attorney fees in unsuccessful appeals. These bills aim to address a variety of land use, zoning, and housing issues in Oregon.

**Discussion item #6: Oregon Dept. of Forestry IGA for leasing ramp space at Airport for Fire season:**

**Requester:** Kelly Coffelt

**Details:** Airport Manager Kelly Coffelt attended the Work Session to discuss the Oregon Department of Forestry's annual agreement to lease ramp space at the Airport for fire season operations. The lease, a standard agreement in place for several years, allows the Department to station single engine air tankers on-site from May 15 through October and provides the Airport with approximately \$1,400 per month, totaling around \$8,400 for the season. Some minor revisions are being proposed to remove certain services from the agreement, such as trash, toilets, and wash stations previously provided by the Airport (valued at \$300–\$500 per month). The updated agreement will return to the Board for approval via the consent agenda in the coming weeks.

**Discussion item #7: Request for Hangar Building Land Lease at Airport:**

**Requester:** Kelly Coffelt

**Details:** Airport Manager Kelly Coffelt attended the Work Session to present a request from Kay Larkin to enter into a standard hangar land lease at the Crook County Airport for the construction of a new private-use hangar. Mr. Coffelt has reviewed the proposed building plans and selected location and recommends approval of the lease. The terms

include an initial rent payment of \$25,000 and an annual rent of \$1,976. The lease represents a positive addition to the airport, generating additional lease revenue. A draft lease has been prepared, and County Counsel is finalizing the document. Mr. Coffelt anticipates having Kay sign the lease by Friday, with the item planned for inclusion on next week's consent agenda for final approval from the Board of Commissioners.

**Discussion item #8: Airport Hangar Project - Discuss request for approval for Precision Approach Engineering Service during Construction Contract:**

**Requester:** Kelly Coffelt

**Details:** Airport Manager Kelly Coffelt attended the Work Session to request approval for a contract with Precision Approach Engineering (PAE) to provide construction-phase services for the Airport Hangar Project. The Airport has been awarded an FAA grant to support the engineering, design, and construction of a new 10-unit aircraft storage hangar aimed at generating additional revenue. PAE, the Airport's consulting engineer, will handle oversight, inspections, and coordination in compliance with FAA requirements. The project aligns with the Airport's capital budget and has been previously reviewed by the Board of Commissioners and the Finance Director. While the proposed contract is valued at \$89,000 (assuming full consultant oversight), Mr. Coffelt's active involvement may reduce the cost by \$10,000–\$20,000. Construction is targeted to begin in April, and the item is expected to be placed on the March 19th consent agenda for final approval.

**Discussion item #9: Discussion on grant opportunities and bridge replacements needed in the future, and use of Consulting group Scope of Work (SOW):**

**Requester:** Brad Haynes

**Details:** Road Superintendent Brad Haynes attended the Work Session to begin discussions on replacing seven bridges in Crook County, four in Paulina, two in Powell Butte, and one in Lone Pine. He proposed engaging a consulting group to prepare a Scope of Work (SOW) that includes required impact studies and grant research to make the County competitive for future federal infrastructure grants. The consultant's initial fee is \$50,000, which Mr. Haynes proposes to include in the FY 2025–26 budget. Mr. Haynes presented three major grant opportunities: BIP Grant: Minimum award of \$2.5M, up to 80% of eligible project costs, requiring a 20% local match or in-kind services; RAISE Grant: Up to \$25M, 100% federally funded, no local match required; missed 2025 deadline but hopes to apply in 2026; FLAP Grant: Supports maintenance and pedestrian infrastructure, typically requires a 20% match. The estimated cost to replace all seven bridges is \$10–15 million. These projects require extensive documentation, including NEPA compliance, to qualify for funding. Mr. Haynes emphasized that this is a proactive step to prepare for future grant cycles, bundle all bridges into a single application, and address currently failing infrastructure. While funding is not yet available, it is expected to be budgeted. The presentation was intended to inform the Board of Commissioners and initiate planning.

**Discussion item #10: 2025-2027 Community Dispute Resolution Program Grant Funds:**

**Requester:** Will Van Vactor

**Details:** County Manager Will Van Vactor attended the Work Session to discuss the 2025–2027 Community Dispute Resolution Program Grant, which would fund mediation services to help resolve local disputes—such as conflicts between neighbors—before escalating to formal hearings. Commissioner Crawford voiced concern about using a local mediator, and Community Development Director John Eisler noted that Dave Allen, who currently handles family law and land use mediation, could be a strong candidate if the County can bypass the RFP process. The grant would cover up to 16 disputes and requires a formal resolution to proceed. The item is scheduled for final approval on the March 19th consent agenda.

**Discussion item #11: Sheriff's Office Monthly Update:**

**Requester:** Bill Elliott

**Details:** Undersheriff Bill Elliott provided the Sheriff's Office monthly update for February at the Work Session. Personal crimes dropped by 17%, community crimes by 9.7%, and mental health-related cases decreased by 66%, while property crimes remained steady and sex crimes rose by 18%. Elliott noted that crime numbers may rise in March with improving weather. Calls for service increased 17%. He also shared details of a recent robbery case at the end of February, where deputies responded quickly, detained a male and female from Deschutes County, recovered stolen items, and discovered narcotics. The case went to a grand jury the following week.

**Manager Report:**

County Manager Will Van Vactor noted that the only item he was going to discuss was the fee waiver which was addressed earlier in the meeting.

**Commissioner Updates:**

**Commissioner Crawford** provided an update on his recent trip to Washington, D.C., where he met with Representative Bentz's office to discuss Secure Rural Schools (SRS) funding and related issues. He raised concerns about FEMA's limitations in addressing water-related impacts, noting that a FEMA representative is now conducting a deeper review to explore alternatives to simply increasing insurance rates. Crawford also emphasized the importance of restoring the 25% share of timber receipts to counties and discussed stewardship contracts and potential increases in logging. Bentz's office expressed interest in pursuing legislation to support these efforts.

**Commissioner Hermreck** shared that she and Commissioner Barney have been actively drafting letters on key legislative issues. They submitted a letter in support of HB 2408, emphasizing the importance of agriculture and OSU extension stations. They opposed HB 2548, which proposes creating an additional board to regulate agriculture and employment. They also supported HB 3349 and HB 3350, which would provide funding and resources for rural fire protection, particularly benefiting rangeland agencies with aging equipment. An action alert was issued for HB 5004, which addresses jail funding; current rates underestimate actual costs (\$15 per inmate versus \$18), and Crook County is already facing a funding shortfall. The County is advocating for adequate financial support for local jails and community corrections through this bill.

**MOTION** to sign today the letter in support of HB5004. Motion seconded by Commissioner Crawford. No discussion. Commissioner Crawford votes Aye, Commissioner Hermreck votes Aye. Motion carried 2-0.

Public Comment:

Mike Ervin expressed his appreciation for the Citizen's Academy, commending Bill Elliott for his leadership in the program. He noted that both he and his wife are currently participating and praised the strong collaboration among all agencies involved. Mr. Ervin also encouraged others in the community to participate, recommending the program as a valuable and informative experience.

There being no further business before the Board of Commissioners, the meeting was **adjourned at 11:13 a.m.**

Respectfully submitted,

**Sarah Puerner / Breyanna Cupp**



**CROOK COUNTY BOARD OF COMMISSIONERS MINUTES  
OF MARCH 19, 2025, REGULAR MEETING  
Open Portion**

**Be It Remembered** that the Crook County Board of Commissioners met in a Regular Meeting on March 19, 2025, at 9:00 a.m. in the County meeting room located at 320 NE Court Street, Prineville, Oregon 97754.

Board Members Present: Commissioner Brian Barney; Commissioner Susan Hermreck; Commissioner Seth Crawford

Absentees: None

Others Present in Person or Via Zoom: County Counsel Eric Blaine; Community Development Director John Eisler; Executive Assistant and Communications Officer Sarah Puerner; County Manager Will Van Vactor; Executive Assistant Breyanna Cupp; Airport Manager Kelly Coffelt; Finance Director Christina Haron; Emergency Manager AJ Crawford; Systems Administrator Chelsea Watson; Clerk Cheryl Seely; Fairgrounds Manager Casey Daly; Library Director Sarah Beeler; District Attorney Kari Hathorn; Road Superintendent Brad Haynes; Undersheriff Bill Elliott; Business Analyst Micheala Edwards; Senior Planner Katie McDonald; Sheriff Gautney; Assessment Technician Elsie Ray; Assessment Technician Linda Pepper; Appraiser Karen Bushnell; Legal Assistant Alex Solterbeck; Natural Resources Manager Tim Deboodt; Monty Kurtz; Steve Warring; Mandi Puckett; Duane Porter; Kim Paterson; Seth Anderson; Lindsey McGuire; Andrea Weaber; Justin Alderman; Chris Cookston; and members of the public.

**REGULAR SESSION**

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

**Public Comment:**

Community Development Director John Eisler addressed questions raised during Senator Wyden's recent town hall regarding the Conditional Use Permit (CUP). He clarified that while the County has the authority to revoke a CUP, doing so is often ineffective due to the potential for higher courts to overturn the decision.

Julie Thompson asked how many violations or complaints would need to occur before the County has sufficient legal standing to revoke a permit without it being overturned, and whether the involvement of an additional law firm is related to that effort.

Commissioner Crawford responded by explaining that issues related to water quality and testing fall under the jurisdiction of state agencies such as the Governor's Office, DOGAMI, DEQ, and state legislators. He emphasized that the County is doing what it can, but does not have control over those agencies.

Adam Mikulski suggested the County consider hiring additional support to ensure future CUPs are more enforceable and better protect the public. In response, John Eisler confirmed that moving forward, the County will fully enforce its development code.

Mike Ervin voiced his support for the HDCA program, stating that “The Hub” is a good program and deserving of continued backing.

**Consent Agenda:**

1. Inter-County Mutual Aid Agreement Review & Update
2. Approval of Hangar Building Land Lease at Airport
3. Airport Hangar Project - Approval for Precision Approach Engineering Service during Construction Contract
4. 2025-2027 Community Dispute Resolution Program Grant Funds

**MOTION** to approve the consent agenda as presented. Motion seconded by Commissioner Hermreck. No discussion. Commissioner Crawford votes Aye, Commissioner Hermreck votes Aye, and Commissioner Barney votes Aye. Motion carried 3-0.

**Discussion item #5: The Hub Project Grant Funding Request for Year 1:**

**Requester:** Mandi Puckett

**Details:** HDCA Community Relations Director Mandi Puckett attended the Regular Session to request funding for Phase 1 of the HDCA Hub Project, a multi-phased initiative aimed at expanding services for families and children in Crook County. While the overall budget can be projected, it cannot be finalized until the Facility and Property Assessment is completed. This assessment will address building use codes, occupancy permits, and identify any required maintenance, renovations, or construction costs. The immediate funding request covers three key components of Phase 1: Completion of the Facility and Property Assessment; Upgrades to meet childcare room requirements so children on the waiting list can be served; and Project coordination for continued development of The Hub. Several community members and local leaders spoke in support of the project, including Duane Porter (HDCA Board Vice President and Financial Advisor), Kim Patterson (HDCA Board Director and Mortgage Officer), and Mandi Puckett. Additional support was expressed by Seth Anderson and Lindsay MacGuire of SAJ Architecture, Steve Waring and Andrea Weaver from Crook County Parks & Recreation, and City Manager Steve Forrester from the City of Prineville. No formal action was taken at the meeting. Commissioners noted that they will need to consult with the Finance Department to evaluate funding options for the request.

**Discussion item #6: Consider recommendation to the Compensation Committee:**

**Requester:** Will Van Vactor

**Details:** County Manager Will Van Vactor presented an update to the Board of Commissioners regarding the Elected Officials Compensation Committee and outlined options for moving forward. The Compensation Committee met on March 6 and 13 to review applications for a vacant third member position and recommended the appointment of Blane Noland. Mr. Van Vactor outlined three options for the Board: Accept and appoint Blane Noland; consider other applicants or reopen recruitment; or restructure the committee to consist of citizen members of the Budget Committee, a change he was already planning to propose for next year. This shift would improve efficiency, align compensation discussions with broader budget considerations, and reduce administrative burden. Commissioners expressed mixed views. Commissioner



Crawford proposed expanding the Budget Committee to five citizen members, allowing current compensation committee members to transition over. Commissioner Hermreck opposed appointing the recommended candidate due to concerns raised by community members and the selection process that was followed. Commissioner Hermreck supported merging the committees and agreed to moving Rhonda to the Budget Committee. Commissioner Barney also expressed dissatisfaction with the process and supported the idea of using Budget Committee members, who are more engaged with overall county finances. The suggested Compensation Committee for this year would include Bill, Rhonda, and two Budget Committee members: Scott Tibbs and Steve Brown. County Counsel noted that while the Compensation Committee cannot be eliminated, the Board has authority to appoint its members, including repurposing citizen members of the Budget Committee to serve in this role.

**MOTION** to appoint to the current year's Crook County Elected Official Compensation Committee, the members Ronda Sneva, William Anderson, Scott Tibbs, and Steven Brown. Motion seconded by Commissioner Hermreck. No discussion. Commissioner Crawford votes Aye, Commissioner Hermreck votes Aye, and Commissioner Barney votes Aye. Motion carried 3-0.

County Manager Will Van Vactor recommended bringing a formal policy back to the Board of Commissioners at a future date to establish a clear and consistent process for the coming years.

### **Manager Report:**

Will Van Vactor requested clarification from the Board regarding last week's motion on Justin Alderman's public records fee waiver request. While a response was provided for Alderman's November 25th request—previously discussed on December 4th and 18th—there is still a pending request dated December 31st related to NRAC. Mr. Van Vactor asked whether the Board's recent motion also applies to the December 31st request and whether he should respond accordingly. Commissioner Crawford suggested waiving that request as well and recommended developing a formal policy for handling records requests moving forward. Mr. Van Vactor agreed, noting this is an opportunity to streamline the process. Commissioner Hermreck also supported focusing on creating a policy. Commissioner Barney confirmed that the intention is to include the December 31st request under the same waiver action.

**MOTION** to authorize Will Van Vactor to make a decision on the request and to extend the request to also include the December 31<sup>st</sup> request. Motion seconded by Commissioner Crawford. No discussion. Commissioner Crawford votes Aye, Commissioner Hermreck votes Aye, and Commissioner Barney votes Aye. Motion carried 3-0.

### **Letter of Support - Reauthorization of SRS Program**

Will Van Vactor informed the Board that a draft letter of support for the reauthorization

of the Secure Rural Schools (SRS) Program is ready for their review and signature. He noted that signing the letter would be a meaningful show of support for the program.

**MOTION** to send the SRS letter to Bentz, Wyden, and Merkley in support of SRS funding. Motion seconded by Commissioner Crawford. No discussion. Commissioner Crawford votes Aye, Commissioner Hermreck votes Aye, and Commissioner Barney votes Aye. Motion carried 3-0.

**Commissioner Updates:**

Commissioner Crawford recognized National Sunshine Week, which highlights the importance of transparency in government and celebrates the Freedom of Information Act, ensuring public access to records. He took the opportunity to commend Sarah Puerner for her outstanding work in promptly posting Board meetings to the County website. Commissioner Crawford emphasized the importance of extending this transparency to all boards and committees, encouraging them to conduct meetings via Zoom and upload recordings to the website within 2–3 days. The Board agreed with this goal and expressed support for improving public access to all committee and board meetings.

Commissioner Barney reported on his recent visit to training centers in Denver with Core3, focused on law enforcement and fire services. He described the tour as informative and valuable, offering insight into emergency response operations at those facilities. He plans to compile the information and present it at an upcoming meeting.

Commissioner Hermreck shared that the recent grasshopper meeting was very well attended. She noted that grasshopper populations have been tracked in Oregon since 1959, and highlighted a striking historical example from 1979, when grasshoppers in Jordan Valley consumed the paint off buildings without being affected. She emphasized that grasshoppers are becoming an increasingly serious issue across the state.

**Public Comment:**

Mike Ervin asked whether "SRS" stands for Secure Rural Schools, and the Commissioners confirmed that it does.

Karen Mikulski addressed the Board regarding a Conditional Use Permit (CUP) violation she submitted concerning uncontrolled dust at the Knife River site. She stated that Knife River's response—that their records showed no equipment issues on the day in question—was unsatisfactory, a point Commissioner Crawford also acknowledged. Karen noted she would be submitting another complaint to Louis Seals following the meeting. She also referenced a separate CUP violation related to sediment at the Woodward pit, seeking clarification on Knife River's response, which suggested the area was no longer an active mining cell due to being filled with overburden. Karen requested to review Knife River's full response to that complaint.

Community Development Director John Eisler recommended that Karen submit a public records request and noted that there is no charge for receiving the documents in PDF format. A fee would only apply if printed copies are requested.

Dick Zimmerlee informed the Board that funding for the next round of testing was approved last Friday. He noted that Knife River currently oversees the Stafford site, and there appears to be co-mingling of materials from Stafford onto the Woodward site. Zimmerlee stressed that the County is at a critical point and should consider hiring a geologist or mining industry expert to ensure proper oversight and compliance.

John Eisler added that the Stafford site is currently under review by the City of Prineville for inclusion in its Urban Growth Boundary (UGB). A meeting was held on the topic the previous night, with another scheduled soon. The property is expected to be rezoned from Exclusive Farm Use (EFU) to Heavy Industrial while still under County jurisdiction, after which it will be annexed into the city.

Justin Alderman thanked the Commissioners for addressing community concerns and acknowledged that the County Manager is currently working on the public records request, along with reviewing the standards outlined in Oregon's public records law. He requested a fee reduction or waiver for the records request due today, citing strong public interest. Additionally, he asked that the County Manager be authorized to review and determine appropriate responses to all future records requests until a formal public records process is adopted, in order to help prevent delays moving forward.

Adam Mikulski spoke as a concerned citizen, noting that while The Hub is requesting funding, it's unclear exactly how much is being asked of the County. He acknowledged the current budget constraints at both the local and federal levels and expressed appreciation for the Commissioners' consideration of the financial impact. Adam suggested exploring alternative funding sources, such as seeking a grant from Knife River. He also raised concerns about the status of the former mining pond, questioning whether claims—such as it being filled to six feet—are being verified. He emphasized the importance of having someone inspect the site to ensure compliance with required conditions. Commissioner Hermreck and Community Development Director John Eisler will look further into this.

**MOTION** to adjourn. Motion seconded by Commissioner Crawford. No discussion. Commissioner Crawford votes Aye, Commissioner Hermreck votes Aye, and Commissioner Barney votes Aye. Motion carried 3-0.

There being no further business before the Board of Commissioners, the meeting was **adjourned at 10:56 a.m.**

Respectfully submitted,

**Sarah Puerner / Breyanna Cupp**

**CROOK COUNTY BOARD OF COMMISSIONERS MINUTES  
OF MARCH 26, 2025, WORK SESSION  
Open Portion**

**Be It Remembered** that the Crook County Board of Commissioners met in a regularly scheduled Work Session on March 26, 2025, at 9:00 a.m. in the Administration Conference room located at 203 NE Court Street, Prineville, Oregon 97754.

Board Members Present: Commissioner Brian Barney; Commissioner Susan Hermreck  
Absentees: Commissioner Seth Crawford

Others Present in Person or Via Zoom: County Counsel Eric Blaine; Community Development Director John Eisler; Executive Assistant / Communications Officer Sarah Puerner; Executive Assistant Breyanna Cupp; Road Superintendent Brad Haynes; Finance Director Christina Haron; Health and Human Services Director Katie Plumb; Weed Control Supervisor Thomas Laird; Landfill Manager Jacquie Davis; Payroll/Benefits Administrator Kathy Puckett; Building Official Randy Davis; Natural Resources Manager Tim Deboodt; Legal Assistant Alex Solterbeck; Appraiser Karen Bushnell; Undersheriff Bill Elliott; Systems Administrator Chelsea Watson; Assessor Jon Soliz; Sheriff Gautney; Assessment Technician Elsie Ray; Assessment Technician Linda Pepper; Clerk Cheryl Seely; HR Director Meghan McKee; Modernization Manager Stephanie O'Neal; Nick Kralj; Mike Ervin; John Dehler; Jerad Mitchell; Zach Perdue; Ryan Kingsbury; Ellie Gage; Hunter Neuharth; and members of the public.

**WORK SESSION**

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

**Public Comment:**

John Dehler, a Crook County landowner, thanked the Board of Commissioners for being fiscally responsible with taxpayer funds and for maintaining a direct line of communication between landowners and USDA Wildlife Services. He emphasized the importance of preserving this connection, allowing landowners to quickly reach mitigation personnel. John cautioned against reverting to past systems that created delays and disconnects. He expressed concern that a single staff member is not enough to cover the needs of the entire county, especially during critical times like calving season, and encouraged the county to consider adding more personnel to ensure adequate coverage.

Ellie Gage, Chair of the Crook County Wolf Committee and Oregon Resource Coordinator for the Western Landowners Alliance, expressed strong support for expanding USDA Wildlife Services in Crook County. She highlighted the value of the current partnership between landowners, ODFW, and Wildlife Services, noting that the staff have been reliable and effective. Ellie pointed out a key limitation: the current predator control personnel cannot legally manage wolf conflicts, whereas Wildlife Services staff can. She sees the proposed contract as an important and necessary step for the county. When asked by Commissioner Hermreck about grant funding for salaries,

Ellie said she had applied for a grant to fund a dump trailer for carcass removal but had not yet sought funding for staff salaries though she is open to doing so in the future.

Bill Elliott expressed support for expanding USDA Wildlife Services in Crook County, stating it would be a great addition and that Zach is capable of assisting all residents, from handling problem animals like skunks to addressing wolf conflicts. He acknowledged that while the Sheriff's Office does its best, Wildlife Services would bring valuable support. When asked by Commissioner Hermreck if the Stockgrowers organization could help fund the service, Bill noted that while the group likely wouldn't oppose contributing, but doesn't believe there is much for them to provide financially.

**Discussion item #1: Crook County 401k Plan Overview:**

**Requester:** Kathy Puckett

**Details:** Nick Kralj from The Standard provided the Crook County Board of Commissioners with an overview of the County's 401k plan. He discussed current market trends, including inflation, interest rates, economic activity, and the performance of key stocks—highlighting the magnificent 7 stocks, which delivered a 48% return and drove much of the market's outperformance. Nick reviewed the County's investment allocations, which include U.S. equity, cash alternatives, fixed income, international/global equity, specialty investments, and asset allocation options. He emphasized that participants have diverse choices and shared a summary of plan flows, participant engagement, and web utilization. Nick also noted that he will be reaching out to employees directly to offer retirement planning guidance and support.

**Discussion item #2: USDA Wildlife Services Presentation for Crook County Operations Expansion:**

**Requester:** Jacquie Davis

**Details:** Landfill Manager Jacquie Davis attended the Work Session to present a USDA Wildlife Services Presentation for Crook County Operations Expansion. A previous conversation about the increasing volume of carcasses from wolf kills led to discussions with USDA Wildlife Services. She invited Wildlife Service Wolf Coordinator Jerad Mitchell and Prineville Wildlife Specialist Zach Perdue to present on what their agency can offer Crook County. The USDA team outlined available services, including predator conflict mitigation and non-lethal prevention efforts, noting that their work spans a variety of species such as wolves, coyotes, skunks, bears, and others. Jerad explained the current limitations of federally funded positions such as David Andrews, who can only perform non-lethal work. Zach, who previously worked in Crook County, shared examples of his work with local producers and at the landfill. They explained that USDA Wildlife Services can legally handle wolf conflicts, unlike current personnel, and noted the hourly rate for services is \$275. The current contract with private contractors ends on June 30, 2025, and if not renewed, those funds could potentially support a contract with USDA Wildlife Services. Tools used include helicopters and fixed-wing aircraft, depending on location.

**Discussion item #3: Consider approval of annual financial assurance update and recertification for Landfill:**

**Requester:** Christina Haron



**Details:** Finance Director Christina Haron requested Board approval for the annual financial assurance update and recertification for the Crook County Landfill, a requirement by DEQ to demonstrate the County's financial ability to close the landfill and cover the cells. The recertification must include a notarized signature from the Board Chair. The item will be placed on the April 2<sup>nd</sup> consent agenda for final approval.

**Discussion item #4: Proposal to Allocate \$13,000 of Title III Funds for Continued Fire Prevention and Noxious Vegetation Control in Juniper Canyon under Firewise Communities Initiative:**

**Requester:** Christina Haron

**Details:** Finance Director Christina Haron requested approval to expend up to \$13,000 in remaining Title III Secure Rural Schools funds, split evenly between Crook County Weed Control and the Crooked River Cooperative Weed Management Area. The funding would continue fire prevention and noxious vegetation control efforts in Juniper Canyon as part of the Firewise Communities project. This program, active since 2012/2013, aims to reduce wildfire risk and protect national forest lands and nearby communities in line with Title III guidelines. The request will move to the April 2<sup>nd</sup> consent agenda, triggering a required 45-day public notice period.

**Discussion item #5: Request to expend up to \$115,000 of Title III (Secure Rural Schools) Federal funds to purchase and upfit a one-ton pickup for Search and Rescue:**

**Requester:** Christina Haron

**Details:** Finance Director Christina Haron requested approval to expend up to \$115,000 in remaining Title III (Secure Rural Schools) funds to purchase and upfit a one-ton pickup truck for Crook County Search and Rescue. Existing SAR vehicles are aging and have high mileage, leading to increased maintenance and operational risk. The new vehicle would enhance emergency response capabilities for missions on federal lands, including search and rescue, wildfires, floods, and medical emergencies. The request aligns with Title III guidelines under P.L. 115-141, allowing reimbursement for emergency equipment used on national forests or BLM lands. The purchase would fully utilize the County's remaining Title III funds and require a supplemental budget to reallocate funds from Materials and Services to Capital Outlay. The item will move to the April 2<sup>nd</sup> consent agenda, beginning the required 45-day public notice period.

**Discussion item #6: Recommendation for Community Health Advisory Council Appointments:**

**Requester:** Katie Plumb

**Details:** Health and Human Services Director Katie Plumb recommended the appointment of four individuals—Bill Elliott, Erika Frickey, Kimberli Munn, and April Pham—to the Community Health Advisory Council (CHAC). An Order will be created for their appointments, and the item will be placed on the April 2<sup>nd</sup> consent agenda for final approval.

**Discussion item #7: Community Mental Health Provider Contract 2025 Amendment with Pacific Source:**

**Requester:** Katie Plumb

**Details:** Health and Human Services Director Katie Plumb and BestCare CEO Steve Treleven attended the Work Session to review the FY26 contract amendment for Crook County's Community Mental Health Provider agreement with BestCare. Although the contract is between Crook County and PacificSource, BestCare delivers the required services. The amendment primarily updates fees and performance percentages, including an 8% risk withhold. The contract structure remains the same, with three payment models: administrative funding for county service coordination, mobile crisis services, and fee-for-service billing. The item will move to the April 2<sup>nd</sup> consent agenda for final approval.

**Discussion item #8: Consider approval of Amendment 1 to formative intergovernmental agreement creating the Crook County Road Agency**

**Requester:** Eric Blaine

**Details:** County Counsel Eric Blaine presented a proposed Amendment 1 to the intergovernmental agreement with the City of Prineville that established the Crook County Road Agency. The amendment reflects the Board's March 5<sup>th</sup> interest in revising the agreement and would update several aspects of the ORS Chapter 190 entity, including the Agency's office location, budget adoption process, and revenue/expenditure language. A key change would modify the structure of the governing board: one member appointed by the County, one by the City, and a third selected by those two appointees. The City of Prineville is expected to consider the amendment at their March 25<sup>th</sup> Council meeting.

**MOTION** to approve Amendment 1 to the Intergovernmental Agreement forming the Crook County Road Agency. Motion seconded by Commissioner Barney. No discussion. Commissioner Hermreck votes Aye, Commissioner Barney votes Aye. Motion carried 2-0.

**Discussion item #9: Community Development Monthly Update:**

**Requester:** John Eisler

**Details:** Community Development Director John Eisler and Building Official Randy Davis provided an update to the Board of Commissioners. Residential permitting was slow in February, with only 9 permits issued, while 46 commercial permits were processed. A total of 489 inspections were conducted for both residential and commercial projects. Commissioner Hermreck inquired about the Chamber of Commerce's construction status; Randy noted interior remodeling had occurred, but the final inspection is still pending. Planning activity is up 70% compared to last year, with major projects including Moffett Road Solar, Hegele, Lester rezoning, and the UGB expansion. Onsite inspections were slow, and Code Compliance had 11 open cases, mostly building violations, with only one case closed last month.

**Manager Report:** None

**Commissioner Updates:**

**Commissioner Hermreck** shared that the Board received a response from Senator Wyden regarding their recent letter in support of continued Secure Rural Schools (SRS) funding. Senator Wyden indicated that reauthorizing SRS remains a priority, and efforts

are ongoing to move the legislation forward. However, progress has been hindered by a lack of support from Republican leadership in the House. Commissioner Hermreck emphasized the importance of reaching out to Representative Cliff Bentz to help build bipartisan support for the measure. Commissioner Hermreck also noted that she testified yesterday in support of House Bills 3349 and 3350, which the County had previously submitted letters of support for. She testified both as a Crook County Commissioner and as a rancher from Paulina. This marked her first time providing legislative testimony via Zoom.

Commissioner Barney noted that a letter of support had been written for the CORE3 project. The letter expresses the County's strong support for the CORE3 Center, a vital initiative aimed at significantly strengthening emergency response capabilities throughout the state.

**MOTION** to send the CORE3 emergency response letter to Representative Janelle Bynum. Motion seconded by Commissioner Barney. No discussion. Commissioner Hermreck votes Aye, Commissioner Barney votes Aye. Motion carried 2-0.

County Counsel Eric Blaine briefed the Board of Commissioners on Senate Bill 65, which proposes a state-level version of the federal Section 1983 statute—allowing individuals to sue for violations of constitutional rights. Mr. Blaine provided copies of the bill and its amendment dashboard for review and asked whether the County would like to take a formal position. Sheriff Gautney expressed concern, noting that enforcing such provisions at the state level would be more difficult than at the federal level and could increase legal exposure for counties. He added that the Oregon State Sheriffs' Association has not yet offered much guidance. Eric also raised concerns about the bill's attorney fee provisions and the financial impact on local governments, particularly regarding lawsuits from individuals in custody. He plans to draft bullet points outlining potential impacts for the Board's consideration before deciding on whether to submit testimony.

Commissioner Hermreck also brought up Senate Bill 1153, which would add sensitive habitat considerations at points of diversion in the water resources system. Both Commissioner Hermreck and Commissioner Barney are working on an opposition letter to the bill. Tim Deboodt has provided resources to assist in crafting the letter.

**Public Comment:**

Tim Deboodt discussed the historical role of the Oregon Department of Fish and Wildlife (ODFW) and the Oregon Department of Agriculture (ODA) in providing Animal Damage Control (APA) services, which were previously supported through cost-sharing arrangements. He questioned whether those funding mechanisms still exist or if the financial responsibility now falls entirely on counties. He noted that state legislators have struggled in recent years to secure funding for these programs, and resistance from wildlife or animal rights groups is not unexpected. Tim also provided an overview of



upcoming legislation relevant to these issues and mentioned past collaborations between Crook County and neighboring counties to share costs for wildlife services. Commissioners Hermreck and Barney added that they use a bill tracker to stay informed on the legislative items Tim referenced.

There being no further business before the Board of Commissioners, the meeting was **adjourned at 10:45 a.m.**

Respectfully submitted,

**Sarah Puerner / Breyanna Cupp**

**CROOK COUNTY BOARD OF COMMISSIONERS MINUTES  
OF APRIL 2, 2025, REGULAR MEETING  
Open Portion**

**Be It Remembered** that the Crook County Board of Commissioners met in a Regular meeting on April 2, 2025, at 9:00 a.m. in the County Annex Meeting Room located at 320 NE Court Street, Prineville, Oregon 97754.

Board Members Present: Commissioner Brian Barney; Commissioner Susan Hermreck; Commissioner Seth Crawford

Absentees: None

Others Present in Person or Via Zoom: County Counsel Eric Blaine; Executive Assistant /Communications Officer Sarah Puerner; County Manager Will Van Vactor; Executive Assistant Breyanna Cupp; Administrative Assistant Mona Glade; Road Superintendent Brad Haynes; Finance Director Christina Haron; Health and Human Services Director Katie Plumb; Facilities Director James Preuss; Fairgrounds Manager Casey Daly; Assessor Jon Soliz; Legal Assistant Alex Solterbeck; Modernization Manager Stephanie O’Neal; Clerk Cheryl Seely; HR Director Meghan McKee; Assessment Technician Elsie Ray; Appraiser Karen Bushnell; Assessment Technician Linda Pepper; Administrative Division Manager Stephanie Wilson; Melissa Hartzell; Adam Mikulski; Katie Slattery; Prineville Review; and members of the public.

**REGULAR SESSION**

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

**Public Comment:**

Adam Mikulski raised multiple concerns regarding Conditional Use Permit (CUP) enforcement and transparency. He cited a lack of weed control on the Vanier property and noted that although a weed control plan is now in place, it had not been enforced previously. Adam also addressed dewatering violations at the Woodward site, stating the CUP requires well monitoring on five neighboring wells by an independent expert, something he believes has not been fulfilled. He questioned why the Planning Department hasn’t enforced CUP conditions and asked what accountability the County has.

County Manager Will Van Vactor responded, noting that Community Development Director John Eisler, who is closely involved, was not present. Will acknowledged the well monitoring condition and stated that Knife River had been reminded of their CUP responsibilities. He also mentioned that complaints and violations, such as parking issues, should be documented and reported to the County for tracking.

Adam expressed frustration with what he sees as a pattern of inaction and lack of consequences, stating that Knife River seems to be waiting for the community to give up. He also raised concerns about transparency around the proposed biomass plant near the Stafford pit, describing it as a “hidden secret.” He criticized the short 30-day notice

window for land use hearings, arguing that the County is aware of major projects well before the public and should provide earlier notification.

Commissioner Hermreck agreed with Adam's point on transparency. Will noted that the County is bound by state-mandated notice requirements but acknowledged the need for better communication. Adam suggested issuing a Notice of Intent earlier in the process to give neighbors more time to prepare.

**Consent Agenda:**

1. Approval of Annual Financial Assurance Update and Recertification for Landfill
2. Allocate \$13,000 of Title III Funds for Continued Fire Prevention and Noxious Vegetation Control in Juniper Canyon under Firewise Communities Initiative
3. Expend up to \$115,000 of Title III (Secure Rural Schools) Federal funds to purchase and upfit a one-ton pickup for Search and Rescue
4. Community Mental Health Provider Contract 2025 Amendment with PacificSource
5. Oregon Dept. of Forestry IGA for leasing ramp space at Airport for Fire season

**MOTION** to approve the consent agenda. Motion seconded by Commissioner Hermreck. No discussion. Commissioner Hermreck votes Aye, Commissioner Crawford votes Aye, Commissioner Barney votes Aye. Motion carried 3-0.

**Discussion item #6: Employee Recognition Program Update and April 2025 Milestone Anniversary Recognition:**

**Requester:** Breyanna Cupp

**Details:** Executive Assistant Breyanna Cupp attended the Regular Session to provide the Board of Commissioners with an update on the progress of the County's employee recognition program. This month, four employees are being honored for reaching important service milestones: Katie Plumb, Katrina Curfman, and Chad Penhollow are each celebrating 10 years of dedicated service, while Bryce Wobbe is recognized for his first year with Crook County.

**Discussion item #7: Child Abuse Prevention Month:**

**Requester:** Terra Tyger

**Details:** Prevention Education Manager Rachel Visser attended the Regular Session to highlight April as Child Abuse Prevention Month. She emphasized the importance of raising awareness, strengthening families, and working toward the goal of preventing child abuse before it occurs. Rachel shared that in 2023, there were 532 confirmed cases of abuse and neglect in Central Oregon, underscoring the need for continued support. She discussed the roles of local organizations, including MountainStar Family Relief Nursery, which believes every child deserves a safe and nurturing environment, and High Desert, which offers free and voluntary home visiting services. Healthy Families also provides in-home educational visits to track child development for families with children under age three. Commissioner Barney concluded the presentation by reading a proclamation officially declaring April 2025 as Child Abuse Prevention Month in Crook County.

**MOTION** to approve the proclamation. Motion seconded by Commissioner Hermreck.

No discussion. Commissioner Hermreck votes Aye, Commissioner Crawford votes Aye, Commissioner Barney votes Aye. Motion carried 3-0.

**Discussion item #8: Request for Continued Support from Crook County Board of Commissioners for Rural:**

**Requester:** Melissa Hartzell

**Details:** Melissa Hartzell, Secretary/Treasurer of the Post-Paulina Rangeland Fire Protection Association, attended the Regular Session to request continued support from Crook County. The Association, a non-profit made up of local ranchers and property owners, has received County support for the past 10 years to help prevent and respond to wildfires on unprotected rangeland. This year, they are requesting \$4,500 to repair and upgrade fire equipment, including the purchase of additional radios and slip-in tanks to improve communication and response capabilities. Melissa described the challenges of the 2023 fire season, during which the Association responded to 11 fires, including Durgan, Crazy Creek, Wiley Flat, and Rail Ridge. Fires disrupted schools, mail delivery, and events, and resulted in losses of grass, timber, cattle, and fencing. Volunteers, including high school students and community members, contributed over 2,700 hours and traveled more than 5,000 miles to support their neighbors. With no formal fire camp, the community relied heavily on local support for meals and logistics. Commissioner Hermreck noted that U.S. Senator Jeff Merkley will be recognizing the Post-Paulina Association at his upcoming town hall meeting on Saturday.

**MOTION** to approve \$4500.00 for the Post-Paulina Rangeland Fire Protection Association. Motion seconded by Commissioner Crawford. No discussion. Commissioner Hermreck votes Aye, Commissioner Crawford votes Aye, Commissioner Barney votes Aye. Motion carried 3-0.

Commissioner Hermreck noted that two House bills are currently moving through the legislature: HB 3349, which would allow the Oregon Department of Forestry to transfer surplus equipment to Rangeland Fire Protection Associations, and HB 3350, which proposes \$1 million in funding support for these associations. She reported that both bills are progressing well and have received positive attention so far.

**Discussion item #9: Consider Approval of Order 2025-08 In the matter of the appointment to the Crook County Elected Official Compensation Committee:**

**Requester:** Christina Haron

**Details:** Finance Director Christina Haron presented Order 2025-08 to the Board of Commissioners, requesting appointments to the Crook County Elected Official Compensation Committee. This follows the Board's March 19, 2025 decision to expand the committee to four citizen members under ORS 204.112. The proposed appointments include Scott Tibbs to fill the vacancy in Position #1 and Stephen Brown as the new appointee to Position #4. The current members in Positions #2 and #3 will continue to serve their existing terms.

**MOTION** for approval in the matter of the appointments to the Crook County Elected Official Compensation Committee Order 2025-08. Motion seconded by Commissioner

Crawford. No discussion. Commissioner Hermreck votes Aye, Commissioner Crawford votes Aye, Commissioner Barney votes Aye. Motion carried 3-0.

**Discussion item #10: Collective Bargaining Agreement with American Federation of State, County and Municipal Employees Council 75 for July 1, 2024, through June 30, 2027:**

**Requester:** Eric Blaine

**Details:** County Counsel Eric Blaine attended the Regular Session to provide an update on the collective bargaining agreement negotiations between Crook County and the union representing Road Department employees. A tentatively agreed version of the collective bargaining agreement has been reached and, per the ground rules of negotiation, is now being presented to both parties' principals with a recommendation for formal approval. Key proposed changes in the agreement include: Extending the grievance response timeline from 10 to 15 working days; Modifying the conditions under which a 5-8 work schedule may be implemented; Adding June 19 (Juneteenth) as a recognized County holiday; Increasing the annual boot allowance from \$250 to \$300; Raising the minimum monthly 401(k) contribution (if applicable) from \$325 to \$350; Implementing a new wage scale based on the May 2024 compensation study.

**MOTION** to approve the Crook County Road Department and AFSCME Council 75 Collective Bargaining Agreement with the Road Department Union with contract term July 1, 2024, through June 30, 2027. Motion seconded by Commissioner Crawford. No discussion. Commissioner Hermreck votes Aye, Commissioner Crawford votes Aye, Commissioner Barney votes Aye. Motion carried 3-0.

**Discussion item #11: Chip Seal Rock Crush Bid Results:**

**Requester:** Brad Haynes

**Details:** Road Superintendent Brad Haynes presented the results of the chip seal rock crush bid to the Board of Commissioners. Two bids were received, with JSW Unlimited & Construction submitting the lowest bid at \$115,425.00. Brad requested authorization to sign the contract outside of a formal Board meeting to expedite the process. County Counsel Eric Blaine confirmed that, since the contract was included in the original RFP, signing it outside of court is permissible and can help streamline project timelines.

**MOTION** to approve the Chip Seal Rock Crush bid results in the amount of \$115,425.00 being awarded to JSW Unlimited and to sign out of court. Motion seconded by Commissioner Hermreck. No discussion. Commissioner Hermreck votes Aye, Commissioner Crawford votes Aye, Commissioner Barney votes Aye. Motion carried 3-0.

**Discussion item #12: Appointment of a board member for the Crook County Road Agency:**

**Requester:** Eric Blaine

**Details:** County Counsel Eric Blaine discussed the recent amendment to the intergovernmental agreement (IGA) forming the Crook County Road Agency, which was approved by both the City of Prineville and Crook County on March 25<sup>th</sup> and 26<sup>th</sup>. One key change in the amendment is the new board appointment process: the County

appoints one member, the City appoints one member, and those two jointly select the third member. The Board of Commissioners was asked to appoint the County's representative to the Road Agency Board. While the appointment has no direct budget impact, it is necessary for the Road Agency to establish a quorum and move forward with operational matters, such as contracting for audits. Commissioner Brian Barney volunteered to serve as the County's representative.

**MOTION** to appoint Commissioner Barney to serve on the Crook County Road Agency Board. Motion seconded by Commissioner Crawford. No discussion. Commissioner Hermreck votes Aye, Commissioner Crawford votes Aye, Commissioner Barney votes Aye. Motion carried 3-0.

### **Manager Report:**

County Manager Will Van Vactor shared that he and Community Development Director John Eisler recently attended a state agency meeting regarding the groundwater issue. As a result, several state agency representatives will present initial testing results and outline next steps during the April 16<sup>th</sup> Board of Commissioners meeting. Commissioner Crawford suggested holding an evening session to accommodate working residents. The Board has discussed hosting the meeting at Carey Foster Hall and is evaluating Zoom options for broader access. Will also noted that Transportation System Plan (TSP) open houses will take place on April 16<sup>th</sup> at Carey Foster Hall. Additionally, Sarah Puerner reminded the Board that April 23<sup>rd</sup> is a "bye week," and no regular Board meeting is scheduled. Will provided an update on the budget process, stating that department head narratives are due and the budget team is finalizing the recommended budget. He is also working on improving internal processes related to public meetings and public records policy, with a draft expected in the coming weeks.

### **Commissioner Updates:**

Commissioner Hermreck shared that she received an email from Lisa Collier in Wallowa County, who will be submitting both testimony and a letter of support for Senate Bill 9. Commissioner Crawford has also agreed to provide testimony in support of the bill. Senate Bill 9 focuses on improving access to drive tests for individuals living in rural areas. Specifically, it directs the Oregon Department of Transportation's field offices to prioritize drive test requests from applicants residing in rural Oregon or more than 50 miles from a DMV office.

**MOTION** to write a letter as Crook County to support Senate Bill 9. Motion seconded by Commissioner Crawford. No discussion. Commissioner Hermreck votes Aye, Commissioner Crawford votes Aye, Commissioner Barney votes Aye. Motion carried 3-0.

Commissioner Hermreck also shared her recent visit to Furnish for Hope, a charitable organization that collects and distributes donated furniture to individuals in need. She praised the organization for its meaningful work, which is entirely supported by donations, and highlighted its role in helping people—especially veterans—furnish their homes. She encouraged anyone who knows someone in need of basic home furnishings



to reach out, noting that many partner agencies contribute to support this important effort.

Commissioner Barney shared that he will be attending the Ways and Means Committee meeting in Warm Springs, where he will testify in support of the CORE3 project as a representative of the tri-county area. He also met with Casey Kaiser from the City of Prineville to discuss multiple topics, including a city-funded proposal to install lights on a building and a request for a 5-foot easement on property across from the airport for upcoming well drilling. A follow-up meeting on the easement is planned.

Commissioner Crawford shared that he will attend the Ways and Means Committee meeting in Warm Springs on Friday, where he plans to advocate for funding related to the Crook County Fairgrounds and the wolf management bill. At Commissioner Hermreck's request, he will also bring up House Bills 3349 and 3350, which support Rangeland Fire Protection Associations. Additionally, Commissioner Crawford recently led a cleanup effort on Juniper Canyon Road, which received positive community feedback and generated interest in organizing another. Although not a formal County event, he is working with community members and County Counsel Eric Blaine on a liability waiver to support future volunteer cleanup efforts.

**Public Comment:**

Adam Mikulski raised concerns about notification requirements for land use changes, specifically regarding the potential rezoning of the biomass plant site from Exclusive Farm Use (EFU) to Heavy Industrial within the Urban Growth Boundary (UGB). He noted that EFU zones require a 750-foot notification radius, and asked what the notification distance would be if the property is rezoned to heavy industrial. County Manager Will Van Vactor responded that for heavy industrial zoning, the notification requirement is 250 feet from the edge of the subject property.

There being no further business before the Board of Commissioners, the meeting was **adjourned at 10:12 a.m.**

Respectfully submitted,

**Sarah Puerner / Breyanna Cupp**

**CROOK COUNTY BOARD OF COMMISSIONERS MINUTES  
OF APRIL 9, 2025, WORK SESSION  
Open Portion**

**Be It Remembered** that the Crook County Board of Commissioners met in a regularly scheduled Work Session on April 9, 2025, at 9:00 a.m. in the Administration Conference room located at 203 NE Court Street, Prineville, Oregon 97754.

Board Members Present: Commissioner Brian Barney; Commissioner Susan Hermreck; Commissioner Seth Crawford

Absentees: None

Others Present in Person or Via Zoom: County Counsel Eric Blaine; Executive Assistant and Communications Officer Sarah Puerner; County Manager Will Van Vactor; Executive Assistant Breyanna Cupp; Extension Office Manager Rebecca Keegan; Undersheriff Bill Elliott; Finance Director Christina Haron; Emergency Manager AJ Crawford; Fairgrounds Manager Casey Daly; HR Director Meghan McKee; Administrative Assistant Mona Glade; Legal Assistant Alex Solterbeck; Community Development Director John Eisler; Administrative Division Manager Stephanie Wilson; Natural Resources Manager Tim Deboodt; OSU Agent Scott Duggan; Assessment Technician Elsie Ray; Modernization Manager Stephanie O'Neal; Deputy Director Camille Day; Prineville Review; Mike Ervin; and members of the public.

**WORK SESSION**

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

**Public Comment:** None

**Discussion item #1:** Crook County Extension: Livestock & Field Program Update:

**Requester:** Rebecca Keegan

**Details:** Rebecca Keegan and Scott Duggan from the OSU Extension Office provided an update on livestock and field programs in Crook County. In 2024, 181 ranchers were certified through Beef Quality Assurance, and 14 workshops were held, reaching 271 participants. Additional outreach included 17 farm visits, 205 contacts, and educational programming for 400 fourth graders through Boots & Roots. Workshop topics included hay management, calving, wolf conflict, and virtual fencing. Publications and articles covered key agricultural issues and appeared in regional outlets. Scott also discussed veterinary training and highlighted a castration clinic in Warm Springs. Commissioners raised questions about virtual fencing costs, usage, and the need for BLM and Forest Service involvement in addressing fencing burdens on local ranchers.

**Discussion item #2:** 2025 Crook County Wolf Grant Agreement:

**Requester:** Ellie Gage

**Details:** Commissioner Crawford requested to discuss the Crook County Wolf Grant Agreement; however, the item has been removed from the agenda for now. He noted that there are several questions that need clarification and will be working with County Counsel to gather more information before any decisions are made. Commissioner



Crawford also expressed his willingness to coordinate a meeting with Eric, Ellie, and other relevant parties to move the discussion forward.

**Discussion item #3: Sheriff's Office Monthly Update:**

**Requester:** Bill Elliott

**Details:** Undersheriff Bill Elliott provided the Board of Commissioners with the March 2025 statistics from the Crook County Sheriff's Office. Overall crime was down 26%, while arrests increased by 17%, with 8 felony and 33 misdemeanor arrests. Property crimes rose 32%, sex crimes increased 30%, and community crimes dropped significantly. Mental health-related calls slightly decreased. There were 1,347 total calls for service, a 4.5% decrease from the previous year. Jail statistics showed a 9% increase in bookings, 24 DUIs, and a 44% increase in assault cases compared to the previous year. Elliott highlighted the need for adequate jail staffing, citing a recent DUI crash involving children that required multi-agency response and extensive resources. To help manage workload and reduce overtime, a patrol deputy will be temporarily reassigned to the jail, potentially saving over 100 hours of overtime after another staff member went out on FMLA.

**Manager Report:** None

**Commissioner Updates:**

**Commissioner Hermreck** invited Stephanie O'Neal, Crook County's Public Health Modernization Manager, to speak about National Public Health Week, which is being celebrated throughout the county. The focus of the week is on building stronger, healthier communities through partnerships, people, and policies that impact daily life. Events include a Chamber Perk, a community partner thank-you breakfast, and the "Warm & Fuzzies" appreciation event at the Health Department. Stephanie also shared plans for long-term community impact projects, such as planting wildflowers at Stiker Park and installing a mini library to promote literacy. Public Health is also using the week and social media engagement to gather community feedback. Commissioner Hermreck noted she will participate in the upcoming Crook County Visioning Workshop, alongside several community leaders.

**Commissioner Crawford** is collaborating with County Manager Will Van Vactor to launch a six-week "County College" this fall, aimed at educating residents about local government. He also testified in support of Senate Bill 9, addressing DMV testing delays and the high number of out-of-area applicants in Crook County. Additionally, he and Commissioner Barney attended the Ways and Means Committee meeting in Warm Springs to advocate for rural fire and fairgrounds funding, both of which are moving forward positively.

County Manager Will Van Vactor stated that the Wildfire risk map was revoked by the Oregon Senate, and it passed unanimously. The board discussed the outcome and what is in the future with the map.

**Commissioner Barney** reported that the Natural Hazard Mitigation Plan has completed its final public open house and is now moving toward final approval. Public comments

will be accepted until April 21st. County Manager Will Van Vactor noted that while the original contract targeted completion in May, the timeline may need to be extended due to uncertainty around FEMA's review process. Despite this, the project remains on schedule.

County Counsel Eric Blaine informed the Board of a late addition to the agenda regarding an amendment to the Participating Provider Agreement with PacificSource. Although the County approved the original amendment in early April, PacificSource determined the approval was received too late and has since issued a revised version with a new effective date of April 1st (changed from January 1st). The updated amendment is now being submitted for approval, with the date being the only change.

**MOTION** to approve the updated 2025 amendment to the Pacific Source Community Solutions participating provider agreement. Motion seconded by Commissioner Hermreck. No discussion. Commissioner Hermreck votes Aye, Commissioner Crawford votes Aye, Commissioner Barney votes Aye. Motion carried 3-0.

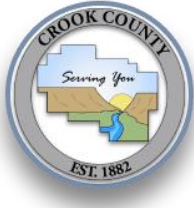
**Public Comment:**

Mike Ervin shared his recent experience attending a legislative hearing at the state capitol, expressing disappointment in how members of the public were treated. He traveled to Salem to testify on House Bills 3075 and 3076, but the agenda was unexpectedly changed to a work session, and no public testimony was allowed. He noted a lack of communication and respect, including the committee chair not engaging with attendees, leaving the public waiting for hours without explanation. Commissioners Hermreck and Crawford echoed similar frustrations from their own experiences, including delayed hearings and lack of notice when trying to testify on other bills such as HB 3349, HB 3350, and the transient tax bill.

There being no further business before the Board of Commissioners, the meeting was **adjourned at 9:46 a.m.**

Respectfully submitted,

**Sarah Puerner / Breyanna Cupp**



## 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 AG  
EXTENSION SERVICE DISTRICT  
ADVISORY BOARD**

**ORDER 2025-23**

**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 Ag Extension Service District Advisory Board:

<b>Board</b>	<b>Appointee</b>	<b>Term</b>	<b>Oath required</b>
Ag Extension Service District Advisory Board Position #4	Laura York	3 Year Term Expiring: 12/31/2027	Yes

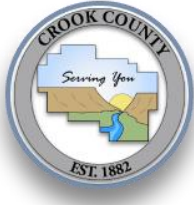
DATED this 2<sup>nd</sup> day of July 2025.

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

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

\_\_\_\_\_  
Seth Crawford  
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):**

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

**IN THE MATTER OF THE  
APPOINTMENT TO THE CROOK  
COUNTY LIBRARY BOARD  
OF TRUSTEES**

**ORDER 2025-24**

**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 appointment to the Crook County Library Board of Trustees:

<b>Board</b>	<b>Appointee</b>	<b>Term</b>	<b>Oath required</b>
Library Board of Trustees Position #3	Sandy Kerbow	4 Year Term Expiring: 06/30/2029	Yes

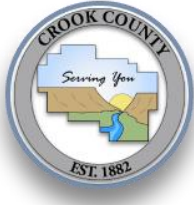
DATED this 2<sup>nd</sup> day of July 2025.

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

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

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

## AGENDA ITEM REQUEST



**Date:**

6-27-25

**Meeting date desired:**

7-2-25

**Subject:**

Reappointment of Laura Craska Cooper to Housing Works Board of Commissioners.

**Background and policy implications:**

Housing Works is the regional housing authority for Crook County, and board members for Housing Works representing Crook County are approved by the County Commission. Housing Works is requesting reappointment of Laura Cooper. Laura is in her 24th year on the Housing Works board and would like to serve one more term.

**Budget/fiscal impacts:**

N/a

**Requested by:**

Lynne McConnell, Executive Director for Housing Works.  
405 SW 6th Street, Redmond, OR 97756.  
541-923-1018

**Presenters:**

If needed, Lynne McConnell

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

N/a

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

Laura Craska Cooper  
883 NE Loper Ave.  
Prineville, OR 97754

Crook County Board of Commissioners  
203 NE Court St  
Prineville, OR 97754

June 12, 2025

Dear Commissioners,

I am writing to request that I be reappointed as a Crook County representative to the board of commissioners for the Central Oregon Regional Housing Authority, dba Housing Works.

It has been a tremendous honor to represent Crook County for the last 24 years on this board, and I am proud of the work we have done during that time in the region to house so many of our neighbors and specifically in Crook County. With your help, we have been able to build or preserve several communities in Prineville:

Prairie House, built in 2003;

Riverside Apartments, purchased in 2013 and then rehabbed;

Ochoco School Crossing, purchase and remodeled in 2017-18;

Barnes Butte Vista, completed in 2022.

With our numerous support and service programs, we have been able to move many Crook County residents out of our housing and/or off of vouchers and into better situations – better jobs, homeownership, education. We always want to provide safe and quality housing to as many of our needy neighbors as possible, but when feasible, our goal is always to move folks toward self-sufficiency. When that happens, it not only creates a space for another family to be able to use our services, but it helps us achieve our mission statement: "Fostering dignity through housing."

I still have the passion and commitment to acquiring and deploying more affordable housing resources for the region generally and Crook County specifically. I have found that my experience and contacts as a real estate and land use lawyer have positioned me well to help Housing Works in its work. And while it takes a large chunk of my time (I tracked my time last year when we were hiring a new executive director, and it was more than 200 hours), I believe the work we are doing is important and, as my husband always tells our daughters, "volunteer work is the rent we pay for living."

I would appreciate it if you would appoint me for one more term so that I may help to continue the good work that Housing Works has done for our county. It is my goal to get at least one more community established here before I leave the board of commissioners. Five project in Prineville would make a nice round number! Plus, I would really like to be able to say that I made it past 25 years!

Thank you for your consideration.

Sincerely,



Laura Craska Cooper



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

**IN THE MATTER OF THE  
APPOINTMENT TO HOUSING WORKS**

**ORDER 2025-25**

**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 appointment to Housing Works:

<b>Board</b>	<b>Appointee</b>	<b>Term</b>	<b>Oath required</b>
Housing Works Position #1	Laura Craska Cooper	4 Year Term Expiring: 06/30/2029	Yes

DATED this 2<sup>nd</sup> day of July 2025.

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

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

\_\_\_\_\_  
Seth Crawford  
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):**

**BHD-25-06 GRANT AGREEMENT**  
**AMENDMENT #2**  
**CRIMINAL JUSTICE COMMISSION**  
**BEHAVIORAL HEALTH DEFLECTION GRANT PROGRAM**

This is Amendment No. 2 to Grant Agreement No. BHD-25-06 ("Agreement") between the State of Oregon, acting through its Criminal Justice Commission ("CJC" or "State"), and **Crook County** ("Recipient").

1. Effective Date. This Agreement shall become effective on the date that it is fully executed and approved as required by applicable law.

2. Amendment to Agreement. The Agreement is hereby amended as follows:

**A. The Completion Deadline in Section 1 is amended as follows:**

Completion Deadline: September 30, 2025

**B. The Project Description and Reporting Requirements Schedule stated in Exhibit A are amended and restated as follows:**

Project Description:

Pursuant to House Bill 4002 (2024), the Oregon Behavioral Health Deflection Program supports Oregon's federally recognized tribal governments and counties in the development and operation of "deflection programs," defined as a collaborative program between law enforcement agencies and behavioral health entities that assist individuals who may have substance use disorder, another behavioral health disorder or co-occurring disorders, to create community-based pathways to treatment, recovery support services, housing, case management or other services.

The purposes of CJC's Behavioral Health Deflection Program include:

- Addressing the need for more deflection programs to assist individuals whose behavioral health conditions, including substance use disorder, lead to interactions with law enforcement, incarceration, conviction and other engagement with the criminal justice system; and
- Tracking and reporting data concerning deflection program outcomes in order to determine the best practices for deflection programs in Oregon.

**The Grant has been awarded as an operational grant and requires the Recipient to:**

- Have a program coordinator responsible for the duties outlined in HB 4002, Section 76(5)(b);
- Involve the partners described in HB 4002, Section 76(4)(c); and
- Comply with the CJC's data tracking and reporting requirements.

**Recipient shall use Grant funds to support the following program(s), its adherence to the requirements set forth in HB 4002, and its efforts toward the goals stated above: Deflection program following an officer intervention model.**

Reporting Requirements:

Schedule

Recipient must submit to CJC quarterly expenditure reports, beginning October 25, 2024, until the earlier of thirty (30) days after Grant funds are fully expended or thirty (30) days after the Completion Date.

~~Once Recipient's program becomes operational,~~ Recipient must submit to CJC's research partners data reports on a monthly, rolling basis, beginning no earlier than September 1, 2024, until the earlier of thirty (30) days after Grant funds are fully expended or thirty (30) days after the Completion Date.

Recipient must submit to CJC semi-annual reports on January 25 and July 25 of each year of the Project Period.

Recipient must receive prior approval from CJC to submit any required report after its due date.

3. Counterparts. This Amendment may be executed in two or more counterparts (by facsimile or otherwise) each of which is an original and all of which when taken together are deemed one agreement binding on all Parties, notwithstanding that all Parties are not signatories to the same counterpart.
4. Original Agreement. Except as expressly amended above, all other terms and conditions of original Agreement remain in full force and effect. By its execution of this Amendment, Grantee certifies to CJC that the representations, warranties and certifications contained in the original Agreement 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.

***The signatures of the parties follow on the next page.***

Recipient, by its signature below, acknowledges that it has read this Agreement, understands it, and agrees to be bound by its terms and conditions.



**STATE OF OREGON**

**CROOK COUNTY**

acting by and through its  
Criminal Justice Commission

By: Ryan Keck  
Ryan Keck, Executive Director

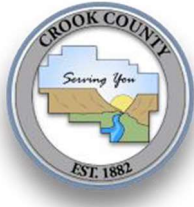
By: \_\_\_\_\_

Date: 6/10/2025

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

Approved as to Legal Sufficiency in accordance with ORS 291.047:

N/A



## AGENDA ITEM REQUEST

**Date:** June 25, 2025

**Meeting date desired:** July 2, 2025

**Subject:** Wildfire Season Briefing and Review of Delegation of Authority to Fire Chief

**Background and policy implications:** In 2022, Crook County executed a formal delegation of authority authorizing the Fire Chief of Crook County Fire & Rescue to request firefighting resources through the Oregon State Fire Marshal's Office on behalf of the County. This delegation was intended to streamline emergency response by eliminating delays in state resource requests during wildfire incidents. It was last referenced during the July 5, 2023, County Court meeting.

As the 2025 wildfire season begins, Fire Chief Matt Smith will provide the Board with an operational overview of current fire conditions, agency readiness, and interagency coordination.

Following the update, the Board is asked to review the existing delegation of authority and consider whether revisions are appropriate. Potential revisions may include:

- Clarifying the scope and duration of delegated authority
- Affirming or adjusting the role of the Board or County Manager in emergency declarations
- Ensuring that the County retains appropriate oversight and communication protocols during regional or multi-agency incidents

**Budget/fiscal impacts:** None directly associated with this agenda item.

**Requested by:**

Will Van Vactor

will.vanvactor@crookcountyor.gov | 541.447.3211

**Presenters:**

Will Van Vactor

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

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



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

Cheryl Seely - County Clerk



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

IN THE MATTER OF DELEGATING )  
AUTHORITY AND RESPONSIBILITY )  
FOR MANAGING FIRE SUPPRESSION )  
ACTIVITIES ON LANDS UNDER THE )  
LEGAL AUTHORITY OF CROOK )  
COUNTY )

ORDER NO. 2022-33

WHEREAS, on June 7, 2022, the State of Oregon, through its Office of the State Fire Marshal, recommended to the Crook County Court that it execute a formal delegation of authority to a qualified personnel to be able to contact other fire suppression and emergency service agencies for fires and related dangers on land outside of the boundaries of a fire protection district for which the County is able to make such a request itself; and

WHEREAS, the Fire Chief of Crook County Fire and Rescue District has agreed to serve in this role under a delegation of authority from Crook County.

NOW, THEREFORE, the Crook County Court adopts the recitals above, and ORDERS and DIRECTS, based upon the above recitals, that:

Section 1. To the extent permitted by law, Crook County delegates authority to the Fire Chief of Crook County Fire and Rescue to make requests to other fire suppression and emergency service agencies for fires and related dangers on land outside



of a fire protection district for which the County is able to make such a request itself. The Fire Chief will act in accordance with his or her considered, professional judgment, and will inform the County Judge as soon as reasonably practicable after he or she makes such a request.

Section 2. In the event that the Governor makes a declaration pursuant to the Emergency Conflagration Act (ORS 476.510 to 476-610), the Fire Chief is authorized to confer with other fire suppression and public safety agencies on behalf of Crook County.

Section 3. Notwithstanding this delegation of authority, the County retains the discretion under ORS 477.161 to collaborate with the State Forester and the State Fire Marshal to decide whether, when, and how to assist:

(a) Landowners, individuals and businesses with forming jurisdictions to provide wildfire protection;

(b) Landowners, individuals, businesses and jurisdictions with obtaining expansion of or other changes to boundaries or facility locations of jurisdictions that provide wildfire protection;

(c) Jurisdictions to expand or adjust jurisdiction service boundaries to ensure adequate wildfire protection for lands; and

(d) Jurisdictions in developing wildfire protection facilities, equipment, training and other resources adequate to ensure that the jurisdiction provides timely and effective wildfire protection at the baseline level or higher on lands described in ORS 477.161(1) throughout the jurisdiction.

Section 3. If the County undertakes activities under this delegation of authority, ORS 477.161, or other applicable legal authority, it may request reimbursement from the

State Forester, State Fire Marshal, or other appropriate department, from funds as may be made available for such reimbursements.

DATED this 10<sup>th</sup> day of July, 2022.

CROOK COUNTY COURT

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

*Jerry M. Brummer*  
Commissioner Jerry Brummer

*Brian Barney*  
Commissioner Brian Barney

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

## AGENDA ITEM REQUEST



**Date:**

6/25/2025

**Meeting date desired:**

7/2/2025

**Subject:**

Republic Services Request for Rate Adjustment

**Background and policy implications:**

Republic Services is requesting an increase to rates effective August 1, 2025. Republic Services recommends a 10-percent increase to rates, with the understanding that the Board of County Commissioners may approve a rate of less than 10-percent.

**Budget/fiscal impacts:**

See Attached.

**Requested by:**

Courtney Voss  
Municipal Manager, Republic Services  
215-909-0267  
cvoss@republicservices.com

**Presenters:**

Courtney Voss, Municipal Manager; Erica Haitsma, General Manager; Cheyenne Beauchamp, Contract Administrator

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

None

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

None



Seth Crawford  
County Commissioner  
203 NE Court Street  
Prineville, OR 97754

Dear Mr. Crawford,

Please find enclosed Republic Services' 2024 annual financial information and projected information for 2025.

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

**Revenue:**

In 2024, collection revenue increased by \$256,187 or 10.7% compared to 2023 due to growth in Commercial and Residential revenues. Franchise Revenue increased as a result of a half of a year's carryover from 2023's rate increase which was at an impact of 5%, and half of a year's 2024 rate increase which was at an impact of 4%.

**Expenses:**

Overall, expenses increased by \$296,253 or 13.8% due to growth in revenue along with other impacts. Below are details highlighting the significant increases by category.

**2024 increases compared to 2023 by category:**

Labor Costs increased by \$214,984 or 22.8% due to annual merit wage increases. This line item includes the centralized call center expense; Disposal cost increase by \$12,403 or 3.1% as a result of an increase in volume along with gate rate price per ton increases at the landfill; Insurance increased by \$71,834 or 84.1% as a result of an increase in claims costs relating to injuries and accidents; Franchise fees increased by \$7,382 or 10.3% as a result of an increase in revenue; Rent expense increased by \$8,053 or 8.5% as a result of an increase with property value; Utilities and telephone increased by \$8,053 or 41.3% as a result of an increase to our utilities expenses passed-through by the utility companies; Advertising increased by \$6,496 or 98.4% as a result of an increase in communications sent to residents and community members related to OTR requirements; and, Miscellaneous cost increase of \$11,073 or 11.3% which includes items such as safety equipment and training, frontline employee physicals, IT systems, accounting systems, environmental responsibility costs, sustainability initiatives, area and corporate management support, system expenses, and legal support.

In 2024, Net Income was at \$163,320 with a margin of 6.1%.

Please be advised, Republic Services will be requested a rate increase of 10% effective July 1, 2025.

Our 2025 projection is built on the assumption of a 10% rate increase. With a 10% rate increase we anticipate Revenue to increase by \$302,322 or 10.2%. This includes a 2% volume growth factor added.

With expenses, we anticipate the increase to be at \$181,137 or 6.9%. In our projection, we increased expenses at CPI W/S/T index of 5.23%; however, there are some expense categories that will increase at a higher rate. Those expenses include: Disposal costs are expected to increase by \$68,353 or 14.2%. This is a result of volume growth projections and gate rate increase. Office Expenditures is expected to increase by 3,197 or 14.2%. This accounts for the cost to operate a Republic Services website for Prineville and Crook County residents; Franchise Fees are expected to increase by \$9,335 or 10.6% as a result of expected revenue growth. Rent expense is expected to increase by \$4,555 or 7% to account for the increase in property value.

In 2025, we anticipate Net Income to be at \$260,097 with a margin of 8.79%.

We believe the price increase is necessary to cover these costs and maintain the quality and sustainability of our franchise operations within the jurisdiction. We understand the price increases can be challenging for the franchise and our customers; however, we believe the increase is necessary to ensure the long-term viability of our operations. We remain committed to providing our customers with high-quality services while working hard to manage costs.

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

Sincerely,

Erica Haitsma  
Republic Services - General Manager

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

Republic Services (Prineville Disposal)	Actual 2024
<b>REVENUE FROM OPERATIONS:</b>	
Commercial	\$ 610,944
Residential	\$ 2,043,648
Commercial Fiber Sales	\$ 1,081
Other	\$ -
Total Franchise Revenues	\$ 2,655,673
<b>OPERATING EXPENSES:</b>	
Labor Costs:	1,158,418
Wages - Others	\$ 893,341
Payroll Taxes/Pension	\$ 109,964
Health Insurance	\$ 155,113
Disposal Fees	\$ 412,749
Office Expenditures	\$ 13,321
Fuel and Oil	\$ 126,710
Interest Expense - Equipment	\$ -
Insurance	\$ 157,227
Franchise Fees	\$ 79,029
Licenses and Permits	\$ 18,527
Professional Fees (Legal and Others)	\$ -
Property Taxes - Equipment	\$ 4,131
Repairs and Maintenance	\$ 18,933
Rent Expense	\$ 60,734
Utilities and Telephone	\$ 27,541
Depreciation	\$ 138,017
Other:	
Advertising	\$ 13,096
Auto and Vehicle Expense	\$ 84,424
Bad Debts	\$ (273)
Business Meals and Travel	\$ 15,818
Contributions	\$ 6,138
Dues and Subscriptions	\$ 2,323
Miscellaneous	\$ 109,009
Recycling - Direct Cost	\$ 1,750
Total Operating Expenses	\$ 2,447,622
Income Taxes	\$ 44,731
<b>NET INCOME</b>	<b>\$ 163,320</b>

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

Republic Services (Prineville Disposal)	<b>Projection 2025</b>
<b>REVENUE FROM OPERATIONS:</b>	
Commercial	\$ 680,494
Residential	\$ 2,276,297
Commercial Fiber Sales	\$ 1,204
Other	\$ -
Total Franchise Revenues	2,957,995
<b>OPERATING EXPENSES:</b>	
Labor Costs:	
Wages - Others	\$ 941,497
Payroll Taxes/Pension	\$ 109,961
Health Insurance	\$ 162,049
Disposal Fees	\$ 481,102
Office Expenditures	\$ 16,518
Fuel and Oil	\$ 135,674
Interest Expense - Equipment	\$ -
Insurance	\$ 163,517
Franchise Fees	\$ 88,364
Licenses and Permits	\$ 19,496
Professional Fees (Legal and Others)	\$ -
Property Taxes - Equipment	\$ 4,347
Repairs and Maintenance	\$ 20,330
Rent Expense	\$ 65,289
Utilities and Telephone	\$ 29,445
Depreciation	\$ 145,235
Other:	
Advertising	\$ 13,780
Auto and Vehicle Expense	\$ 90,314
Bad Debts	\$ (287)
Business Meals and Travel	\$ 16,645
Contributions	\$ 6,459
Dues and Subscriptions	\$ 2,445
Miscellaneous	\$ 114,719
Recycling - Direct Cost	\$ 1,861
Total Operating Expenses	\$ 2,628,759
Income Taxes	\$ 69,140
<b>NET INCOME</b>	<b>\$ 260,097</b>





# Rate Request

Prepared Crook County, Oregon





Financials

Republic Services is seeking a 10-percent increase to rates effective August 1, 2025.  
2025 projections assume a 10-percent increase to rates.

2024 ACTUAL REVENUE	2024 NET INCOME
\$2,655,673	\$163,320
2025 PROJECTED REVENUE	2025 PROJECTED NET INCOME
\$2,957,995	\$260,097

2024 MARGIN	2025 MARGIN
6.1-percent	8.79-percent

# Financials

## Key Expense Categories

From 2023 to 2024, expenses (actuals) increased by 13.8-percent. Increases were primarily driven by labor (22.8-percent increase) and Insurance (84.1-percent increase) costs.

2025 projections are built on projected expense increases of 5.23-percent, except in the following expense categories (which are projected to increase at a higher rate):

- Disposal – 14.2-percent projected increase
- Franchise Fees – 10.6-percent projected increase
- Rent – 7-percent increase
- Office Expenditures – 14.2-percent projected increase

CATEGORY	2023	2024	2025 PROJECTED
LABOR	\$943,434	\$1,158,418	\$1,213,507
DISPOSAL	\$400,346	\$412,749	\$481,102
FUEL and OIL	\$133,177	\$126,710	\$135,674
FRANCHISE FEES	\$71,647	\$79,029	\$88,364
INSURANCE	\$85,393	\$157,227	\$163,517
REPAIRS, MAINTENANCE	\$23,603	\$18,933	\$20,330
RENT	\$57,972	\$60,734	\$65,289
DEPRECIATION	\$153,649	\$138,017	\$145,235

## Key Customer Service Tools

- The Republic Services Office located at 1751 N Main St. B Prineville, OR 97754 has been reopened to the public. The office is open 5 days per week from 8 AM to 4 PM. On average, 10 customers walk into the office each week.
- Dedicated Prineville Webpage: [www.republicservices.com/centraloregon](http://www.republicservices.com/centraloregon)
- Proactive customer communications:
  - Text and call alerts related to service changes
  - Email, mail and bill inserts: minimum of 5 planned for 2025, including distribution of customer calendars and new recycle guides.
- Outreach to key constituencies: senior groups, Kiwanis, Rotary, chamber of commerce
- CRC engagement and alignment partnership meetings (Weekly)

## Priority Focuses for Spring/Summer 2025

- MPU Root Cause
- Staffing and safety
- Downtown Prineville Trash Management
- Implementation of Recycling Modernization Act Changes
  - Funding/reimbursement
  - New curbside list
  - Service expansion (County)
  - Depot change implementation
- Mattress Recycling Program
- Hard to Recycle Items
- Rate Sheet Standardization
- Long term disposal and diversion planning with City and County
- Implementation of Senior Discount
- CRC systems integration: Salesforce and pod expansion

## Thank you!

- Erica Haitsma, General Manager, Republic Services – [elindberg@republicservices.com](mailto:elindberg@republicservices.com)
- Courtney Voss, Municipal Manager, Republic Services – [cvoss@republicservices.com](mailto:cvoss@republicservices.com) / 215-909-0267
- Cheyenne Beauchamp, Contract Administrator, Republic Services - [cbeauchamp@republicservices.com](mailto:cbeauchamp@republicservices.com)
- Meghan McCardell, Operations Supervisor, Republic Services – [mmccardell@republicservices.com](mailto:mmccardell@republicservices.com) / 541-639-5951

## AGENDA ITEM REQUEST



**Date:**

June 23, 2025

**Meeting date desired:**

July 2, 2025 Commissioners Meeting

**Subject:**

Grant Award Approval

**Background and policy implications:**

Ag West Local Advisory Committee Grant Award \$25,000

**Budget/fiscal impacts:**

Funding will be used to purchase 40 new small animal livestock pens. No matching funds are needed.

**Requested by:**

Casey Daly

**Presenters:**

Casey Daly

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

None Needed

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



PO Box 2515 Spokane, WA 99220-2515  
P. 509 340 5300 | F. 509 340 5400  
AgWestFC.com

June 18, 2025

Casey Daly  
Crook County Fairgrounds  
Box 507  
Prineville, OR 97754

Dear Casey,

I am excited to share that the AgWest Local Advisory Committee (LAC) recommended Crook County Fairgrounds to receive funds to support the costs associated with your animal pen purchases. This request has been approved, and you will be receiving a check in the amount of **\$25,000** within the next few weeks.

The check will be sent to the address you provided on your application from **National Philanthropic Trust**, where our funds are currently deposited. *See the reverse side of this letter for an example of the funding letter you will receive.*

AgWest Farm Credit champions agriculture by serving as the most trusted resource, helping our customers, employees and their communities thrive. In pursuit of our purpose, we make stewardship investments in a variety of ways to support our rural communities. We proudly embrace our responsibility to support rural communities with volunteer hours and financial contributions to causes that improve lives.

Investment of resources in our local communities is guided by the AgWest Board of Directors and Local Advisory Committee members, who serve as liaisons between AgWest Farm Credit and our customers and communities.

We are pleased to award these funds to your organization and excited to share your project with our teams and customers. An AgWest representative will be reaching out soon to schedule a time to celebrate this gift, capture photos and discover more about the impact of this project on the local community.

Please send an email to [LAC@AgWestFC.com](mailto:LAC@AgWestFC.com) acknowledging receipt of this letter and acceptance of the gift.

Sincerely,

Bryan Brock  
Oregon President



## Example Funding Notice Letter



National  
Philanthropic  
Trust

*Your partner in giving*

FOR INQUIRIES PLEASE CONTACT NPT AT  
NPT@NPTRUST.ORG OR (888) 878-7900

National Philanthropic Trust  
165 Township Line Road  
Suite 1200  
Jenkintown, PA 19046-3594

### RETURN SERVICE REQUESTED

Your Awesome Organization  
1234 Your Address  
Anytown, USA 12345

National Philanthropic Trust (NPT) (EIN: 23-7825575) is pleased to present you with the following charitable grant:

Recommended from/by:	AgWest Farm Credit Stewardship Fund
Recognition:	None
Amount:	\$XX,000.00
Purpose:	Project funds
Payee Name:	Your Awesome Organization
Payment Type:	Check
Payment Date:	06/15/2025
Check Number/Payment ID:	12345

NPT provides donors with a charitable gift receipt when they contribute to their donor-advised fund account. Your organization should not provide a tax receipt for this grant, but you may wish to send the donor a thank you letter for recommending this grant.

This grant may only be used for your organization's tax-exempt purposes. This grant may not be used to provide anyone with a more than incidental private benefit, and it may not be used to carry on propaganda, to attempt to influence legislation or the outcome of any public election, in support of any political campaign or candidate for public office, or for any other form of lobbying.

Sincerely, Grants Team at National Philanthropic Trust

## AGENDA ITEM REQUEST



**Date:** 6/24/2025

**Meeting date desired:** 6/30/2025 *Regular Session*

**Subject:** Airport – Request approval for aircraft hangar land lease transaction

**Background and policy implications:**

This request is for the approval sale of an existing hangar. New lease term will be 20 years with 2- 10 years options for renewal.

New lease will be established with buyer, and termination of lease with seller.

**Budget/fiscal impacts:**

Old lease value- \$822.59

New Yearly rent - \$4280.00

**Requested by:**

*Kelly Coffelt Airport Manager.*

**Presenters:**

*Kelly Coffelt – Airport Manager*

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

*In process*

## **Ground Lease Cover Sheet**

**Lessor:** Crook County

**Lessee:** Hans Lee Van Klaveren

**Contact:** Hans Lee Van Klaveren  
634 NE Sandstone Lane  
Prineville, OR 97754

**Lessee's Address:** 634 NE Sandstone Lane  
Prineville, OR 97754

**Commencement Date:**

**Hangar Address:** 4425 SW Airport Road, Prineville, OR 97754

**Term:** Twenty Years

**Square feet:** 13,275

**Renewals:** Two

**Renewal Term:** Ten Years

## **CROOK COUNTY PRINEVILLE AIRPORT S39 GROUND LEASE AND USE AGREEMENT**

This Crook County Prineville Airport S39 Ground Lease and Use Agreement (“Agreement” or “Lease”) is made and entered into this \_\_\_\_ day of \_\_\_\_\_, 2025 (the “Commencement Date”), by and between Crook County, a political subdivision of the State of Oregon (“County,” or “Lessor”) and Hans Lee Van Klaveren (“Lessee”). Lessor and Lessee 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 Crook County Prineville Airport S39 (Airport);

WHEREAS, the Airport is currently managed by the City of Prineville pursuant to an Intergovernmental Agreement and operated by an Airport Manager (the Airport Manager and any persons or entities hereafter responsible for the management of the Airport shall be referred to as the “Manager”);

WHEREAS, the Airport is the recipient of certain Federal Aviation Administration (FAA) Airport Improvement Program (AIP) grants, with County as sponsor, and is thus subject to ongoing compliance with all FAA regulations and guidance;

WHEREAS, Lessee desires to lease from Lessor and use certain Airport land and improvements and engage in certain non-commercial aeronautical activities at the Airport; and

WHEREAS, Lessor desires to lease to Lessee certain Airport land and improvements.

### **AGREEMENT**

NOW, THEREFORE, for and in consideration of the mutual covenants, promises, and obligations contained herein, the parties agree as follows:

#### **1. PREMISES.**

##### **A. Leased Premises.**

Lessor hereby leases to Lessee, pursuant to the rents, conditions, and provisions herein, 13,275 square feet of ground space (the “Leased Premises”) at the Airport in Crook County, Oregon, identified with the current address of **4425 SW Airport Road, Prineville, OR 97754** and more particularly 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 Lessor as to the condition, suitability, or sufficiency of the Leased Premises for engaging in the non-commercial aeronautical activity described or contemplated by this Agreement. To the best of Lessor's knowledge, the Leased Premises complies with all applicable federal, state, and local environmental regulations and standards. Lessee agrees that it has inspected the Leased Premises and is fully advised of its own rights without reliance upon any representation made by Lessor concerning the environmental condition of the Leased Premises. 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 that is caused by Lessee, its officers, agents, servants, employees, contractors, subcontractors, or invitees.

#### **C. Improvements.**

The Leased Premises contains a previously constructed hangar and improvements. The hangar and improvements are not the property of County. County makes no representations or warranties and assumes no liability or control for the current or future state of the hangar and improvements, except as expressly stated in this Agreement.

### **2. LEASE TERM.**

#### **A. Initial Term.**

Starting on the Commencement Date, the Leased Premises will be leased for a term of **Twenty 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, Lessee has the option to extend the term for Two additional period(s) of Ten Years (the "Extended Term") by providing written notice thereof to Lessor not more than 180 days or less than 90 days before the expiration of the Initial Term (for purposes of this Agreement, both the Initial Term and Extended Term 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 Lessor may consider as triggering the termination, remedy, and surrender provisions of sections 15 – 17 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 Lessor is required to pay a new tenant for failing to timely deliver any portion of the Leased Premises or the improvements).

### **3. RENT.**

#### **A. Rent for Term.**

Subject to paragraph B below, Lessee shall pay annual Rent at the rate of \$0.32 per square foot for the Leased Premises space for a total of Four Thousand Two Hundred Forty-Eight (\$4,248.00) per

year of this lease term. Rent for the first year is due and payable upon the signing of this Lease. Rent for each subsequent year of the Term is due each January 1. Any payments not received by January 1 will trigger the default provisions of 16.B.i below. All payments shall be made to the Manager. Manager hereby reserves the right to institute additional rent, in his sole discretion and not to exceed one-half of the base rent, calculated to cover documented common-area maintenance expenses and applicable to all Airport tenants.

#### **B. Adjustment of Rent.**

Rent will be adjusted annually on January 1<sup>st</sup> (the "Adjustment Date"). Manager 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.

##### **i. Annual Adjustment**

For the duration of the Term, before each annual due date for Rent except for those years subject to an Appraisal Adjustment in subsection ii below, 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 year of the Commencement Date or the prior year's Rent, as applicable, and the latest figures preceding the current Adjustment Date. All comparisons will be made using Index figures derived from the same base period and in no event will this provision operate to decrease Rent. 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.

##### **ii. Appraisal Adjustment**

At five-year intervals, beginning for the year 2020, Lessor 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.

#### **4. USE OF LEASED PREMISES.**

##### **A. Permitted Uses.**

The primary purpose of this Agreement is for Lessee to store aircraft in a hangar on the Leased Premises. As such, the following non-commercial aeronautical uses are permitted:

- Storage of aircraft;
- Shelter for maintenance, repair, or refurbishment of aircraft, but not the indefinite storage of non-operational aircraft;
- Storage of aircraft handling equipment, e.g., tow bar, glider tow equipment, workbenches, and tools and materials used to service, maintain, repair or outfit aircraft; items related to ancillary or incidental uses that do not affect the hangar's primary use;

- Storage of materials related to an aeronautical activity, e.g., balloon and skydiving equipment, office equipment, teaching tools, and materials related to ancillary or incidental uses that do not affect the hangar's primary use;
- Storage of non-aeronautical items that do not interfere with the primary aeronautical purpose of the hangar, e.g., furniture or televisions;
- Construction of amateur-built or kit-built aircraft provided that activities are conducted safely; and
- Storage of a vehicle parked at the hangar while the aircraft usually stored in that hangar is flying, subject to Airport rules and regulations as currently in effect or may hereinafter be implemented.

#### **B. Prohibited Uses.**

Prohibited uses include, but are not limited to the following:

- Use as a residence.
- Operation of a non-aeronautical business, e.g., limo service, car and motorcycle storage, storage of inventory, non-aeronautical business office.
- Activities which impede the movement of the aircraft in and out of the hangar or other aeronautical contents of the hangar.
- Activities which displace the aeronautical contents of the hangar or impede access to aircraft or other aeronautical contents of the hangar.
- Storage of household items that could be stored in commercial storage facilities.
- Long-term storage of derelict aircraft and parts.
- Storage of items or activities prohibited by local or state law.
- Fuel, and other dangerous and Hazmat materials.
- Storage of inventory or equipment supporting a municipal agency function unrelated to the aeronautical use.

#### **C. Commercial Activity.**

Lessee may not conduct any commercial activity on or near the Leased Premises without Manager's prior written consent. Lessee may use the Leased Premises and hangar to store the aircraft, even if the aircraft is used to support a commercial activity, but only if no commercial activity aside from mere storage of the aircraft takes place in or near the hangar. Duly registered non-profit flight clubs and subletting the Leased Premises are not considered a commercial activity under this section.

#### **D. Hazardous Materials.**

Hazardous materials stored in the hangar must be stored in Department of Transportation approved containers and disposed of per hazardous waste requirements, as required by law. The total volume of stored hazardous materials may not exceed five (5) US gallons. The storage of engine oil, in the manufacturer's original containers, will not be included in the calculation of the total allowable storage volume. To minimize fire hazard and hazardous waste contamination issues, the following actions are prohibited in the hangar: using combustible chemicals or cleaning solvents, fuel system



draining, fuel system repair (except where the fuel system has been drained), chemical stripping, chemical washing, and painting (except as described elsewhere in this Agreement). Any hot work (i.e., cutting, welding, brazing, soldering, and grinding) may not be performed inside the hangar; any such work performed on the hangar itself must be done by a person properly licensed to perform such work. Lessee, and all persons performing work on Lessee's behalf, must at all times comply with all applicable current state and local laws, ordinances, regulations, and fire prevention codes.

## **5. COMPLIANCE WITH ALL LAWS**

Lessee hereby agrees to comply with all local, state, and federal laws, ordinances, guidance, rules and regulations as they may exist or be enacted in the future. Moreover, Lessee makes the following covenants.

### **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 for himself, his heirs, personal representatives, successors in interest, 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,
- (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.

///

## **B. Federal Requirements**

Lessor is bound to comply with the following federal laws, executive orders, and regulations; Lessee will take no action to interfere with Lessor's compliance and will not take any act in violation itself:

### **i. Federal Laws.**

- a. Title 49, U.S.C., subtitle VII, as amended.
- b. Davis-Bacon Act - 40 U.S.C. 276(a), et seq.
- c. Federal Fair Labor Standards Act - 29 U.S.C. 201, et seq.
- d. Hatch Act – 5 U.S.C. 1501, et seq.
- e. Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 Title 42 U.S.C. 4601, et seq.
- f. National Historic Preservation Act of 1966 - Section 106 - 16 U.S.C. 470(f).
- g. Archeological and Historic Preservation Act of 1974 - 16 U.S.C. 469 through 469c.
- h. Native Americans Grave Repatriation Act - 25 U.S.C. Section 3001, et seq.
- i. Clean Air Act, P.L. 90-148, as amended.
- j. Coastal Zone Management Act, P.L. 93-205, as amended.
- k. Flood Disaster Protection Act of 1973 - Section 102(a) - 42 U.S.C. 4012a.
- l. Title 49, U.S.C., Section 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 -42 U.S.C. 4151, et seq.
- s. Power plant and Industrial Fuel Use Act of 1978 - Section 403- 2 U.S.C. 8373.
- t. Contract Work Hours and Safety Standards Act - 40 U.S.C. 327, et seq.
- u. Copeland Anti-kickback Act - 18 U.S.C. 874.1.
- v. National Environmental Policy Act of 1969 - 42 U.S.C. 4321, et seq.
- w. Wild and Scenic Rivers Act, P.L. 90-542, as amended.
- x. Single Audit Act of 1984 - 31 U.S.C. 7501, et seq.
- y. Drug-Free Workplace Act of 1988 - 41 U.S.C. 702 through 706.
- z. The Federal Funding Accountability and Transparency Act of 2006, as amended (Pub. L. 109-282, as amended by section 6202 of Pub. L. 110-252).

## **ii. Federal Regulations.**

- a. 2 CFR Part 180 – OMB Guidelines to Agencies on Government-wide Debarment and Suspension (Non-procurement).
- b. 2 CFR Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards. [OMB Circular A-87 Cost Principles Applicable to Grants and Contracts with State and Local Governments, and OMB Circular A-133 - Audits of States, Local Governments, and Non-Profit Organizations].
- c. 2 CFR Part 1200 – Non-procurement Suspension and Debarment.
- d. 14 CFR Part 13 - Investigative and Enforcement Procedures 14 CFR Part 16 - Rules of Practice for Federally Assisted Airport Enforcement Proceedings.
- e. 14 CFR Part 150 - Airport noise compatibility planning.
- f. 28 CFR Part 35- Discrimination on the Basis of Disability in State and Local Government Services.
- g. 28 CFR § 50.3 - U.S. Department of Justice Guidelines for Enforcement of Title VI of the Civil Rights Act of 1964.
- h. 29 CFR Part 1 - Procedures for predetermination of wage rates.
- i. 29 CFR Part 3 - Contractors and subcontractors on public building or public work financed in whole or part by loans or grants from the United States.
- j. 29 CFR Part 5 - Labor standards provisions applicable to contracts covering federally financed and assisted construction (also labor standards provisions applicable to non-construction contracts subject to the Contract Work Hours and Safety Standards Act).
- k. 41 CFR Part 60 - Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor (Federal and federally assisted contracting requirements).
- l. 49 CFR Part 18 - Uniform administrative requirements for grants and cooperative agreements to state and local governments.
- m. 49 CFR Part 20 - New restrictions on lobbying.

## **iii. Executive Orders.**

- a. Executive Order 11246 - Equal Employment Opportunity
- 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
- f. Executive Order 12898 - Environmental Justice
- g. Executive Order 13788 - Buy American and Hire American

h. Executive Order 13858 – Strengthening Buy-American Preferences for Infrastructure Projects.

## **6. RIGHTS AND RESERVATIONS OF LESSOR.**

### **A. Hazards.**

Lessor 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 Lessor, 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.**

Lessor 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 Lessor 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 Lessor 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 Premises (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 Lessor shall negotiate in good faith to resolve or mitigate the effect of the Limitation.

If Lessee and Lessor are in good faith unable to resolve or mitigate the effect of the Limitation, and the Limitation lasts between seven (7) and one hundred eighty (180) days, then for such period:

- (i) Lessee may suspend the payment of any rent due hereunder, but only if Lessee first provides adequate proof to Lessor that the Limitation has directly caused Lessee a material loss in revenue;
- (ii) subject to ordinary wear and tear, Lessor shall maintain and preserve the 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 one hundred eighty (180) days, then

- (i) Lessor 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 thirty (30) days' written notice to Lessor.

#### **D. National Emergencies.**

During any war or national emergency, Lessor 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 instrument which are inconsistent with the provisions of the lease to the Government shall be suspended. Lessor 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 Lessor 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 Lessor shall negotiate in good faith to resolve or mitigate the effect of the Limitation. If Lessee and Lessor are in good faith unable to resolve or mitigate the effect of the Limitation, and the Limitation lasts between seven (7) and one hundred eighty (180) days, then for such period

- (i) Lessee may suspend the payment of any rent due hereunder, but only if Lessee first provides adequate proof to Lessor that the Limitation has directly caused Lessee a material loss in revenue;
- (ii) subject to ordinary wear and tear, Lessor shall maintain and preserve the 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 one hundred eighty (180) days, then:

- (i) Lessor 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 thirty (30) days' written notice to Lessor.

#### **E. Sponsor Assurances.**

Lessor 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 Lessor 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 Lessor 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. Rights of Ingress and Egress.**

Lessor agrees Lessee shall have the right of ingress and egress to and from the Leased Premises by means of roadways for automobiles and taxiways for aircraft including access during the construction phase of airport improvements, unless otherwise agreed to in writing by both parties. Such rights shall be consistent with the rules and regulations with respect to the occupancy and use of airport premises as adopted from time to time by the County and by the Federal Aviation Administration or any other state, federal or local authority.

#### **H. Relocation of Hangar and Leased Premises.**

The precise location of the 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 the lessee, or if relocation is due to termination of this Agreement.

### **7. 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. Lessee shall furnish to the Manager a receipt showing said taxes or assessments are paid within thirty days of payment.

### **8. 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 this Lease, a policy or policies of insurance, naming Crook County and the employer of Manager (currently, 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 be the current statutory limit of liability for Lessor under the Oregon Tort Claims Act or \$1,000,000 per occurrence and \$2,000,000 in the aggregate, whichever is higher. Evidence of the required insurance coverages issued by an insurance company satisfactory to Lessor shall be provided to Manager by way of a Lessor-approved certificate of insurance upon commencement of this Agreement and each time Rent is due. The certificate of insurance shall contain a requirement that the insurance company notify Manager 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 Manager 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 Manager.

## **9. UTILITIES.**

Lessee, at Lessee's sole cost and expense, shall be responsible for the installation and use of all utility services to all portions of the Leased Premises and for all other related utility expenses, including but not limited to deposits and expenses required for the installation of meters, if necessary. Lessee further covenants and agrees to pay all costs and expenses for any extension, maintenance, or repair of any and all utilities serving the Leased Premises. In addition, Lessee agrees that all utilities, air conditioning and heating equipment, and other electrically operated equipment which may be used on the Leased Premises shall fully comply with all applicable Mechanical, Electrical, Plumbing, Building, and Fire Codes, as they exist or may hereafter be amended. Lessee expressly waives any and all claims, including a claim of Lessor's default of this Agreement, against County for compensation for any and all loss or damage sustained by reason of any defect, deficiency, interruption, or impairment of any water supply system, drainage or sewer system, gas supply system, telephone system, electrical supply system, or electrical apparatus or wires serving the Leased Premises.

## **10. MAINTENANCE AND SAFETY ISSUES.**

### **A. Maintenance and Repairs by Lessee.**

Lessee understands that this is a term lease and agrees to keep and maintain the Leased Premises in a good, clean and sanitary condition at all times, reasonable wear and tear excepted. Lessee covenants and agrees that it will not make or suffer any waste of the Leased Premises. Lessee, at Lessee's sole cost and expense, will make all repairs or replacements necessary to prevent the deterioration in condition or value of the Premises, including, but not limited to, the maintenance of and repairs to all hangars and other structures, doors, windows and roofs, and all fixtures, equipment, utilities, hangar modifications and surrounding pavement on the Premises. Lessee must paint the exterior of the hangar, as needed and reasonably directed by Lessor, with specifications and color to be approved in writing by the Manager. Lessee shall be responsible for all damages caused by Lessee, its agents, servants, employees, contractors, subcontractors, licensees or invitees, and Lessee agrees to fully repair or otherwise cure all such damages at Lessee's sole cost and expense.

Lessee agrees that all improvements, trade fixtures, furnishings, equipment and other personal property of every kind or description which may at any time be on the Leased Premises shall be at Lessee's sole risk or at the sole risk of those claiming under Lessee. Lessor shall not be liable for any damage to such property or loss suffered by Lessee's business or business operations which may be caused by the bursting, overflowing or leaking of sewer or steam pipes, from water from any source whatsoever, or from any heating fixtures, plumbing fixtures, electric wires, noise, gas or odors, or from causes of any other matter.

### **B. Access.**

Lessor/Manager shall have the right and privilege, through its officers, agents, servants or employees, to inspect the Leased Premises. Except in the event of an emergency, Lessor shall conduct such inspections during Lessee's ordinary business hours and shall use its best efforts to provide Lessee at least twenty-four (24) hours' notice prior to any inspection. Lessee will permit the

Crook County Fire and Rescue (CCFR) Fire Marshal or his or her authorized agents to inspect the Leased Premises and Lessee will comply with all requirements of the Fire Marshal or his or her authorized agents that are necessary to bring the Leased Premises into compliance with all applicable fire and building code requirements regarding fire safety, as such provisions exist or may hereafter be amended. Lessee shall maintain in proper condition accessible fire extinguishers of a number and type approved by the Fire Marshal or his or her authorized agents for the particular hazard involved.

**C. Inspections and Repairs.**

If Lessor/Manager determines during an inspection of the Leased Premises that Lessee is responsible under this Lease for any maintenance or repairs, Lessor shall notify Lessee in writing. Lessee agrees to begin such maintenance or repair work diligently within thirty (30) calendar days following receipt of such notice and to then complete such maintenance or repair work within a reasonable time, considering the nature of the work to be done. If Lessee fails to begin the recommended maintenance or repairs within such time or fails to complete the maintenance or repairs within a reasonable time, Lessor may, in its discretion, perform such maintenance or repairs on behalf of Lessee. In this event, Lessee will reimburse Lessor for the cost of the maintenance or repairs, and such reimbursement will be due on the date of Lessee's next annual Rent payment following completion of the maintenance or repairs.

**D. Repairs Required of Lessor.**

During any inspection, Lessor may perform any obligations that Lessor is authorized or required to perform under the terms of this Lease or pursuant to its governmental duties under federal state or local laws, rules or regulations.

**11. IMPROVEMENTS AND ALTERATIONS.**

**A. Authorization for Improvements.**

Lessee may, at its sole discretion, perform modifications, renovations, improvements, or other construction work on or to the Leased Premises (collectively, "Improvements") so long as it first submits all plans, specifications and estimates for the costs of the proposed work in writing and also requests and receives in writing approval from the Manager. Manager reserves the right to require one or more construction bonds to protect the Airport's interest should the Improvement's total cost exceed \$50,000. Manager agrees to respond in writing to Lessee's requests for approval within thirty (30) calendar days of receipt of such requests. Lessee covenants and agrees that it shall fully comply with all provisions of this section 11 in the undertaking of any such Improvements.

**B. Process for Approval of Plans.**

Lessee's plans for Improvements shall conform to the Airport's architectural standards and must also receive written approval, where required by law, of the FAA and local planning and building authorities. All plans, specifications, and work shall conform to all federal, state, and local laws, ordinances, rules, and regulations in force at the time the plans are presented for review.



**C. Documents.**

Lessee shall supply the Manager with comprehensive sets of documentation relative to any Improvements, including at a minimum, as-built drawings of each project in computer format, if possible.

**12. ASSIGNMENT, SUBLETTING, AND SUBORDINATION.**

**A. Limitations on Transfers.**

Except as permitted under paragraph C below and section 13 below, Lessee must not, voluntarily or by operation of law, sell, assign, or transfer this Lease or any interest therein, sublet the Leased Premises or any part thereof, or grant any right to use the Leased Premises, the improvements, or any respective part thereof (each a "Transfer") without the prior written consent of Lessor, which must not be unreasonably withheld. Any attempted Transfer without such prior written consent will be void. Lessor's consent to a Transfer will in no event release Lessee, any assignee, sublessee, or any guarantor from their respective liabilities or obligations under this Lease or any guaranty of this Lease (including any liabilities or obligations arising during the Extended Term), nor relieve Lessee from the requirement of obtaining Lessor's prior written consent to any further Transfer. Lessor's acceptance of Rent from any other person will not be deemed to be a waiver by Lessor of any provision of this Lease or consent to any Transfer. The failure or refusal of Lessor to approve a requested Transfer shall not relieve Lessee of its obligations hereunder, including payment of Rent.

If Lessee is a corporation, partnership, limited liability company, or other entity or unincorporated association, then any Transfer of this Lease by merger, consolidation, liquidation, or change in the ownership of or power to vote the majority of the ownership interest of Lessee, will constitute a Transfer for the purposes of this Article.

**B. Assignments Prohibited.**

Except in the case of an assignment pursuant to a probate proceeding or for estate planning purposes, all assignments of this Agreement are prohibited. An assignment prohibited within the meaning of this section 12 includes, without limitation, one or more sales or transfers, direct or indirect, by operation of law or otherwise, or the creation of new stock or ownership interests, by which ownership or control of an aggregate of more than 50 percent of Lessee's stock or ownership interests must vest in a party or parties who are non-stockholders, partners, or members, as applicable, as of the Commencement Date.

**C. Subletting.**

Lessee has the right to sublet portions of the Leased Premises or the improvements only upon prior written consent from the Manager and only for a term or terms that will expire before the expiration of the Term. Upon written request by Lessor, Lessee will promptly deliver to Lessor complete copies of any and all subleases. Each sublease must contain the following terms and conditions:

- (a) The sublease will incorporate the terms, conditions, and covenants set forth in, and state that it is subject and subordinate to, this Lease and to any extensions, modifications, or amendments of this Lease;

(b) That rents due under the sublease (i) have been assigned to Lessor (and Lessee hereby assigns the rents to Lessor), to support performance of Lessee's covenants under this Lease, which assignment will be effective only on the occurrence of any event of default by Lessee under this Lease; and (ii) will, on receipt of written notification from Lessor that an event of default has occurred under this Lease, be paid by the subtenant directly to Lessor, subject to Article 15, until the subtenant receives written notice from Lessor that Lessee has cured the event of default or is in the process of curing the event of default in a manner reasonably satisfactory to Lessor;

(c) If any act or omission of Lessee would give subtenant the right, immediately or after lapse of a period of time, to cancel or terminate the sublease, or to claim a partial or total eviction, subtenant will not exercise that right: (i) until it has given written notice of the act or omission to Lessor; and (ii) until a reasonable period of time for Lessor to cure the condition has passed.

### **13. SALE OF THE HANGAR AND IMPROVEMENTS**

If at any time during the Term or at the expiration of the Term, Lessee intends to sell the hangar and improvements on the Leased Premises, Lessee hereby grants Lessor a right of first offer to purchase on the terms and conditions at which Lessor proposes to sell the property to a third party. Lessee shall give Manager written notice of its intent to sell and shall indicate the terms and conditions (including the sale price) upon which Lessee intends to sell the hangar to a third party. Lessor shall thereafter have sixty days to elect in writing to purchase the hangar. If Lessor declines to elect in writing to purchase the hangar and improvements, Lessee may elect to sell to any third party upon the advance written approval of the Manager, which will not be unreasonably withheld—failure to do so may place the buyer in the untenable position of occupying space on County property without authorization to do so, trigger the termination, remedy, and surrender provisions of sections 15 - 18 below, and may result in legal action. Lessee's notice of intent to sell must include the name and contact information of the prospective buyer and the sale price. Provided, however, if the price at which Lessee intends to sell the hangar and improvements is less than 90% of the price set forth in the notice of right of first offer to purchase, then Lessee shall again offer Lessor the right to acquire the hangar and improvements upon the same terms and conditions available to the third party. In which case Lessor shall have thirty days to elect in writing to purchase the hangar and improvements. If Lessor declines to elect in writing to purchase the hangar and improvements, and the Manager consents to the sale to a third party, Lessee may choose from the following two options.

#### **A. Termination of Lease and Execution of New Lease.**

Manager's consent to the sale of Lessee's hangar and improvements upon the Leased Premises constitutes implied consent to negotiate in good faith with the prospective buyer for a new lease, on terms identical to those set forth in this Lease (with the exception of Rent, which will be calculated at the current Fair Market Rent) or the Airport's standard ground lease form as it may be amended from time to time.

**B. Termination of the Lease and Removal of Property.**

Should Manager consent to the sale of the hangar and improvements and the buyer does not wish to enter into a new Lease, Lessee shall ensure such buyer removes the hangar and all improvements within 30 days of the sale and place the Leased Premises in a clean and buildable site leaving all utility hookups in place. This Agreement shall then automatically terminate at the end of the calendar year, provided that Lessee shall remain liable for any damage to the Leased Premises or abandoned property pursuant to section 18 below.

**14. LIENS.**

**A. Lien Granted to Lessor.**

Lessee hereby grants County a lien against the hangar and other 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 all unpaid amounts, County is hereby granted and has the right to take and recover possession of the hangar 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, aircraft, or personal property and assertion of the lien.

**B. Liens by Lessee.**

Lessee acknowledges that it has no authority to engage in any act or to make any contract which may create or be the foundation for any lien upon the property or interest in the property of Lessor, subject to Article 15. If any such purported lien is created or filed, Lessee, at its sole cost and expense, shall liquidate and discharge the same within thirty (30) days of such creation or filing. Lessee's failure to discharge any such purported lien shall constitute a breach of this Lease and Lessor may terminate this Lease upon thirty (30) days' written notice. However, Lessee's financial obligation to Lessor to liquidate and discharge such lien shall continue in effect following termination of this Lease and until such a time as the lien is discharged.

**15. LEASEHOLD MORTGAGES**

**A. Right to Mortgage Leasehold**

Notwithstanding Articles 12 and 14 or any other provision to the contrary, in addition to any other rights granted and without any requirement to obtain Lessor's consent, Lessee has the right to mortgage or grant a security interest in Lessee's interest in this Lease, the Leased Premises, and the Improvements under one or more leasehold mortgages to one or more Lending Institutions (as defined in section 15.B. below), and to assign this Lease as collateral security for those leasehold mortgages, on the condition that all rights acquired under the leasehold mortgages are subject to every covenant, condition, and restriction set forth in this Lease, and to all rights and interests of

Lessor, none of which covenants, conditions, restrictions, rights, or interests is or may be waived by Lessor by reason of the right given to mortgage or grant a security interest in Lessee's interest in this Lease and the Premises and the Improvements, except as expressly provided otherwise.

#### **B. Defined Terms**

Any mortgage, deed of trust, financing statement, security agreement, or other financing instrument granted by Lessee pursuant to this Article 15 is referred to as a "Permitted Leasehold Mortgage," and the holder of or secured party under a Permitted Leasehold Mortgage is referred to as a "Permitted Leasehold Mortgagee." The term "Lending Institution" means any commercial, national, or savings bank, savings and loan association, trust company, pension trust, foundation, or insurance company, and any other entity, person, corporation, partnership, or otherwise making a loan on the security of Lessee's interest in this Lease or any portion of the Leased Premises or the Improvements.

#### **C. Lender Protections**

If a Permitted Leasehold Mortgagee sends to Lessor a true copy of its Permitted Leasehold Mortgage, together with written notice specifying the name and address of the Permitted Leasehold Mortgagee, then as long as the Permitted Leasehold Mortgage remains unsatisfied of record or until written notice of satisfaction is given by the holder to Lessor, the following provisions will apply:

##### **i. No Modifications or Terminations**

This Lease may not be (a) amended or modified, or (b) terminated or canceled by reason of the exercise of any option or election by Lessee, or by the giving of any notice by Lessee, unless such amendment, modification, termination, or cancellation by Lessee is assented to in writing by the Permitted Leasehold Mortgagee. Any such attempted amendment or modification, termination, or cancellation by Lessee without the Permitted Leasehold Mortgagee's assent is void.

##### **ii. Notice to Permitted Leasehold Mortgagees**

Upon serving Lessee with any notice under this Lease, whether of default or any other matter, Lessor will simultaneously serve a copy of the notice on the Permitted Leasehold Mortgagee, and no notice to Lessee will be deemed given unless a copy is so served on the Permitted Leasehold Mortgagee in the manner provided in this Lease for giving notices.

##### **iii. Right to Cure**

In the event of any default by Lessee under this Lease, each Permitted Leasehold Mortgagee has the same period as Lessee has, plus 30 days, after service of notice on it of the default, to remedy or cause to be remedied or commence to remedy and complete the remedy of the default complained of, and Lessor must accept that performance by or at the instigation of the Permitted Leasehold Mortgagee as if the same had been done by Lessee. Each notice of default given by Lessor must state the amount of any Rent that is then claimed to be in default.

##### **iv. The Right to Postpone**

If Lessor elects to terminate this Lease because of any default of Lessee, the Permitted Leasehold Mortgagee will have, in addition to the rights granted under the preceding section, the right to postpone and extend the specified date for the termination of this Lease as fixed by Lessor in its notice of termination, for a period of 12 months, as long as the Permitted Leasehold Mortgagee (a) cures or causes to be cured any then-existing defaults in payment of Rent and meanwhile pays the Rent, and (b) forthwith takes steps to acquire or sell Lessee's interest in this Lease by foreclosure of the Permitted Leasehold Mortgage or otherwise and prosecutes the same to completion with reasonable diligence and continuity. If, at the end of the 12-month period, the Permitted Leasehold Mortgagee is actively engaged in steps to acquire or sell Lessee's interest, the time of the Permitted Leasehold Mortgagee to comply with the provisions of this section will be extended for a period that is reasonably necessary to complete those steps with reasonable diligence and continuity.

**v. The Right to a New Lease**

Lessor agrees that if this Lease is terminated by reason of any default by Lessee, other than for nonpayment of the Rent and other payments herein provided for, Lessor will enter into a new lease for the Premises and the Improvements with the holder of the then First Leasehold Mortgage on this Lease, or with its nominee or designee, for the remainder of the Term, effective as of the date of the termination, at the Rent and on the other terms and provisions as herein contained and subject only to the same conditions of title as this Lease was subject on the date of the execution hereof, and to the rights, if any, of any parties then in possession of the Leased Premises or any portion thereof, provided as follows:

- a. The holder will request the new lease within 30 days after the date of termination of the Lease;
- b. The holder will pay to Lessor at the time of execution and delivery of the new lease all sums as to which the First Leasehold Mortgagee will have been provided with prior notice and which would at the time of execution and delivery thereof be due under this Lease had it not terminated, together with any expenses, including reasonable attorney fees, to which Lessor will have been subjected by reason of the default;
- c. Lessor will not warrant possession of the Premises to the Lessee under the new lease;
- d. The new lease will be expressly made subject to the rights, if any, of Lessee under this terminated Lease;
- e. Tenant under the new lease will have the same right, title, and interest in and to the Premises as Lessee had under this Lease (except as otherwise provided herein); and
- f. The holder will not be obligated to perform any obligations of Lessee hereunder until the holder actually acquires possession of the Premises.

**vi. Bankruptcy of Lessee**

Nothing herein contained will require any holder of a Permitted Leasehold Mortgage or its nominee or designee to cure any default of Lessee arising out of its bankruptcy, insolvency, reorganization, or

other proceeding under the bankruptcy or insolvency laws of the United States or the State of Oregon or otherwise.

**vii. Insurance Policies**

Lessor agrees that the name of the Permitted Leasehold Mortgagee may be added to the “loss payable endorsement” of any or all insurance policies required to be carried by Lessee.

**16. TERMINATION AND DEFAULT.**

**A. Termination**

This Lease shall terminate automatically at the expiration of the Term.

**B. Default.**

In addition to the expiration of the Term and other termination rights contained elsewhere in this Lease, 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, Lessor shall deliver to Lessee a written invoice and notice to pay the invoice within ten (10) calendar days. If Lessee fails to pay the balance outstanding within such time, Lessor shall have the right to terminate this Lease immediately;
- ii. 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;
- iii. 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 ii 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 Lessor’s notice is given to Lessee;
- iv. Lessee becomes insolvent; Lessee makes an assignment for the benefit of creditors; 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
- v. 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.

## **17. REMEDIES.**

### **A. Remedies.**

Upon the occurrence of an event of default, Lessor 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. Lessor may terminate this Lease by written notice to Lessee;
- ii. Lessor or Lessor'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 Premises and the Improvements, to the end that Lessor may have, hold, and enjoy the Premises and the Improvements. RE-ENTRY OR TAKING POSSESSION OF THE PREMISES OR THE IMPROVEMENTS BY LESSOR 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. Lessor may, without terminating the Lease, relet the whole or any part of the Premises and the improvements from time to time, either in the name of Lessor or otherwise, to any persons, for any terms ending before, on, or after the expiration date of the Term, at any rentals and on any other conditions (including concessions and free rent) that Lessor determines to be appropriate. To the extent allowed under Oregon and Federal law, Lessor will have no obligation to relet all or any part of the Leased Premises or the improvements and will not be liable for refusing to relet the Leased Premises or, in the event of reletting, for refusing or failing to collect any rent due on such reletting; and any action of Lessor will not operate to relieve Lessee of any liability under this Lease or otherwise affect such liability. Lessor at its option may make any physical change to the Leased Premises or the improvements that Lessor, in its sole discretion, considers advisable and necessary in connection with any reletting or proposed reletting, without relieving Lessee of any liability under this Lease or otherwise affecting Lessee's liability.
- iv. Whether or not Lessor retakes possession of or relets the Leased Premises and the improvements, Lessor has the right to recover its damages, including without limitation all lost rentals, all legal expenses, all costs incurred by Lessor in restoring the Leased Premises or otherwise preparing the Leased Premises and the improvements for reletting, and all costs incurred by Lessor in reletting the Leased Premises and the improvements.
- v. To the extent permitted under Oregon law, Lessor may sue periodically for damages as they accrue without barring a later action for further damages. Lessor



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 Lessor 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. Lessor'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 Lessor's right to take any action that is permissible under this Lease as a result of the default, Lessor 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 Premises and the improvements for any such purpose, and take any action that may be necessary. All payments so made by Lessor and all costs and expenses incurred by Lessor, 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 Lessor on demand.

**C. No Waiver.**

No failure by Lessor 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 Lessor. 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 Lessor'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.

#### **18. SURRENDER.**

Lessor is not responsible for any loss or damages occurring to any property owned by Lessee or any sub-lessee. The provisions of this section 18 survive any termination of this Agreement.

##### **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 Agreement, if the Parties are not then negotiating a new lease, Lessee shall surrender and deliver up the premises to Lessor 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 Lessor (1) be deemed to have been abandoned by Lessee or such sub-lessee and may either be retained by Lessor as its property and all rights of Tenant with respect to it will cease or be disposed of, without accountability, in such manner as Lessor sees fit, or (2) if Lessor gives written notice to Lessee to such effect, such property shall be removed by Lessee at Lessee's sole cost and expense. If Lessor elects to hold Lessee to Lessee's obligation to remove, Lessor may effect a removal and place the cost of removal, transportation to storage, and storage on Lessee.

#### **19. RELEASE AND INDEMNIFICATION.**

Lessee hereby 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 this 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 Lessor or 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 Lessor and Manager, its officers, agents, servants, and employees from and against any and all claims or lawsuits for either property damage or loss (including alleged damage or loss to Lessee's business and any resulting lost profits) 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 this 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 Lessor or Manager, its officers, agents, servants, or employees.

Lessee assumes all responsibility and agrees to pay Lessor and Manager for any and all injuries or damages to Lessor'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 Lessor, its officers, agents, servants, or employees.

Lessor and Manager do not guarantee police protection to Lessee, and sublessee or their property. Lessor/Manager is obligated only to provide security adequate to maintain Lessor'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 Lessor, 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.

## **20. 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 (3) days after being deposited in the United States Mail, postage prepaid, addressed as follows:

To Lessor:  
Crook County/Prineville Airport S39  
Attn: Kelly Coffelt  
4585 SW Airport Road  
Prineville, OR 97754

To Lessee:  
Hans Lee Van Klaveren  
634 NE Sandstone Lane  
Prineville, OR 97754

With a copy to:  
Crook County Counsel  
300 NE 3<sup>rd</sup> Street  
Prineville, OR 97754

## **21. 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 Lessor and Lessee.

**D. Signs.**

No signs are permitted on the exterior of any hangars without the express written consent of the Manager. Any such approved signs must conform with the size, color, location, and manner of display of other signs at the Airport and be maintained in a safe, neat, and well-kept condition.

**E. 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 Manager in the Manager'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.

**F. Survival.**

All agreements (including but not limited to indemnification 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.

**G. 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.

**H. Non-Waiver.**

The failure of Lessor 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 Lessor's right to insist upon appropriate performance or to assert any such right on any future occasion.

**I. 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.

**J. 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.

**K. Nonmerger.**

There may be no merger of this Lease, or of the leasehold estate created by this Lease, with the fee estate in the Leased Premises.

**L. 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, Lessor and Lessee agree that each party shall be responsible for its own attorneys' fees.

///

**M. 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.

**N. 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.

**O. Binding Effect.**

The covenants and agreements contained in this Lease are binding on and inure to the benefit of Lessor, Lessee, and their respective successors and assigns.

**P. 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.

**Q. Time Is of the Essence.**

Time is of the essence as to the performance of all the covenants, conditions, and agreements of this Lease.

**R. Interpretation.**

In interpreting this Lease in its entirety, the printed provisions of this Lease and any additions written or typed thereon must be given equal weight, and there must be no inference, by operation of law or otherwise, that any provision of this Lease may be construed against either party hereto. Lessor 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.

**S. 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.

**T. Entire Agreement.**

This Lease contains the entire agreement between the parties and, except as otherwise provided, can be changed, modified, amended, or terminated only by an instrument in writing executed by the parties. Lessee and Lessor mutually acknowledge and agree that there are no verbal agreements or other representations, warranties, or understandings affecting this Lease.

**U. 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**

Hans Lee Van Klaveren

By:   
Signature

Hans Van Klaveren  
Printed Name

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

Date: 06-27-2025

**For Crook County**

CROOK COUNTY COURT

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

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

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

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

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

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



## Exhibit A



EXHIBIT A CONTINUES ON NEXT PAGE

EXHIBIT A (Continued)

LEGAL DESCRIPTION

Located in Crook County, Oregon:

Beginning at 5/8" iron rod with a plastic cap stamped 'LS 1026', said point being 2108.48 feet North 50°07'31" East and 482.54 feet North 43°59'47" East, along the centerline of Airport Road, and 70.13 feet North 46°00'13" West and 298.99 feet North 46°37'08" West of the Southwest corner of Section 11, Township 15 South, Range 15 East of the Willamette Meridian; thence South 46°37'08" East 59.00 feet to the true point of beginning; thence North 43°24'01" East 66.27 feet to the most Northerly corner of a newly constructed hangar; thence South 46°35'59" East 65.00 feet; thence South 43°24'01" West 75.00 feet; North 46°35'59" West 65.00 feet; thence North 43°24'01" East 8.73 feet to the point of beginning and containing 4875 square feet of land.



After recording, return to:  
Crook County Counsel  
300 NE Third St.  
Prineville, OR 97754

## Memorandum of Ground Lease

THIS Memorandum of Ground Lease (Memorandum) is dated \_\_\_\_\_, 2025 (the “Effective Date”), by and between Crook County, a political subdivision of the State of Oregon (Landlord) and Hans Lee Van Klaveren (Tenant).

### RECITALS

- A. Landlord and Tenant entered into that certain Ground Lease and Use Agreement (the “Lease”) dated \_\_\_\_\_, 2025, with respect to the real property described on attached Exhibit A (the “Leased Premises”).
- B. Landlord and Tenant desire to record this Memorandum to put third parties on notice of certain terms contained in the Lease.

### AGREEMENT

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

1. **Lease Term.** The Term of the Lease expires on \_\_\_\_\_, 2045. With certain conditions met, Tenant has an option to extend the Term of the Lease for two additional ten-year terms.
2. **Use of the Property.** Tenant shall use the Leased Premises primarily for the storage of aircraft.
3. **Ownership of Improvements.** All improvements constructed or installed on the Leased Premises are the property of Tenant. The Parties agree that all Improvements constructed or installed on the Leased Premises by Tenant are hereby severed by agreement and intention of the Parties, even though attached or affixed to the Leased Premises.
4. **No Liens or Merger.** Tenant has no power or authority to permit a lien to attach to the property of Landlord, nor may there be a merger of this Lease, nor of the leasehold estate created by this Lease, with the fee estate of Landlord.
5. **General.**
  - a. This Memorandum must be construed in accordance with the laws of the State of Oregon.
  - b. This Memorandum may be amended only by a written instrument by the parties hereto.



## Exhibit A

Located in Crook County, Oregon:

Beginning at 5/8" iron rod with a plastic cap stamped 'LS 1026', said point being 2108.48 feet North 50°07'31" East and 482.54 feet North 43°59'47" East, along the centerline of Airport Road, and 70.13 feet North 46°00'13" West and 298.99 feet North 46°37'08" West of the Southwest corner of Section 11, Township 15 South, Range 15 East of the Willamette Meridian; thence South 46°37'08" East 59.00 feet to the true point of beginning; thence North 43°24'01" East 66.27 feet to the most Northerly corner of a newly constructed hangar; thence South 46°35'59" East 65.00 feet; thence South 43°24'01" West 75.00 feet; North 46°35'59" West 65.00 feet; thence North 43°24'01" East 8.73 feet to the point of beginning and containing 4875 square feet of land.







## AGENDA ITEM REQUEST



**Date:**

**Meeting date desired:**

**Subject:**

**Background and policy implications:**

**Budget/fiscal impacts:**

**Requested by:**

**Presenters:**

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

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

## AGENDA ITEM REQUEST



**Date:**

**Meeting date desired:**

**Subject:**

**Background and policy implications:**

**Budget/fiscal impacts:**

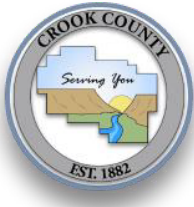
**Requested by:**

**Presenters:**

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

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

## AGENDA ITEM REQUEST



**Date:**

6/25/2025

**Meeting date desired:**

7/2/2025

**Subject:**

Public Hearing: Second reading of Ordinance 352; a zone map amendment

**Background and policy implications:**

Ordinance to implement zone map amendment that has been approved through the Planning Commission. County zoning map will be updated after the recordation of the Ordinance.

**Budget/fiscal impacts:**

N/A

**Requested by:**

Katie McDonald

katie.mcdonald@crookcountyor.gov | 541.447.3211

**Presenters:**

Katie McDonald

John Eisler

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

N/A

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

N/A

**BEFORE THE BOARD OF COMMISSIONERS  
CROOK COUNTY, OREGON**

An Ordinance Amending the	)	
Crook County Zoning	)	
Map to Adopt a Zone	)	<b>ORDINANCE NO. 352</b>
Change for mtl 1614110000601	)	
and Declaring an Emergency	)	

**WHEREAS**, Andrew and Shannon Lester, Trustees of the Lester Revocable Trust, filed land use application (217-25-000034-PLNG) to change the zoning designation for the property identified on Crook County Assessor’s map 16S14E11, taxlot 601, and legally described on the Attached Exhibit A (the “Property”) from Exclusive Farm Use Zone, EFU-3 (Powell Butte Area) to Rural Residential, R10 on the County’s Zoning Map.

**WHEREAS**, the County provided notice in accordance with applicable law, the public hearing was held before the Crook County Planning Commission on May 14, 2025; and

**WHEREAS**, the Planning Commission after receiving public comment and fully deliberating the matter, voted in approval to change the zoning in alignment with the Comprehensive Plan, Powell Butte Study adopted ordinances, amendments and policies, with reference of this property as included in Ordinance 127, Amendment 1.

**NOW, THEREFORE, THE BOARD OF COUNTY COMMISSIONERS OF CROOK COUNTY, OREGON ORDAINS AS FOLLOWS:**

**Section 1.** The findings of fact and conclusions of law contained in the recitals above, and in the Planning Commission decision attached hereto as Exhibit B are hereby adopted and incorporated herein.

**Section 2.** The conditions of approval for File no 217-25-000034-PLNG attached hereto as Exhibit B are hereby adopted and incorporated herein.

**Section 3.** The County’s Zoning Map is hereby amended to change the zoning designation for the Property from Exclusive Farm Use Zone, EFU-3 to Rural Residential, R-10 as shown on the attached Exhibit C.

**Section 4.** Staff shall provide the required notice to those who are entitled to notice of the Map Amendment, with a notice of this Ordinance.

**Section 5:** If any court of competent authority invalidates a portion of this Ordinance 352, the remaining portions will continue in full force and effect.

**Section 6:** This Ordinance 352 being immediately necessary for the health, welfare, and safety of the people of Crook County, an emergency is hereby declared to exist, and this Ordinance 352 shall become effective upon signing.

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

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

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 2025

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

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

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

Vote:	Aye	Nay	Excused
Brian Barney	_____	_____	_____
Seth Crawford	_____	_____	_____
Susan Hermreck	_____	_____	_____

EXHIBIT A

**Legal Description of the Subject Parcel**

**Township 16 South, Range 14 East of the WM. Section 11, taxlot 601**

EXHIBIT B

**Decision from the Planning Commission**



**Crook County Community Development**

**Planning Division**

300 NE 3<sup>rd</sup> Street, Room 12,

Prineville Oregon 97754

541-447-3211

[plan@crookcountyor.gov](mailto:plan@crookcountyor.gov)

[www.co.crook.or.us](http://www.co.crook.or.us)

**THE CROOK COUNTY PLANNING COMMISSION  
DECISION of ZONE MAP AMENDMENT  
217-25-000034-PLNG**

**June 11, 2025**

**Applicant:** Lester Revocable Trust  
11404 SW Reif Rd  
Powell Butte, OR 97753

**Agent:** Andrew & Shannon Lester  
Same as above

**Subject Property:** Tax Lot: 1614110000601

**I. PROCEDURE**

The application for a zone map amendment was submitted to the planning department on 01/30/2025. The Planning Commission's evidentiary hearing was held on May 14, 2025. The Commission heard from staff, the applicant, and a member of the public in support of the zone map amendment. Per the Crook County Code the amendment will go before the Board of County Commissioners with an Ordinance to record and finalize the zone amendment.

**The Commission voted in favor of the zone map amendment;**

**4-0-0**

**II. PROPOSAL**

The Applicant proposes to amend the Crook County Zone Map to rezone approximately 18.95 acres from Exclusive Farm Use Zone, EFU-3 (Powell Butte area) to Rural Residential, R10.



### **III. BASIC FINDINGS**

#### **A. Location**

The subject property is located on SW Reif Rd in Powell Butte, approximately 3 miles south of Highway 126. The address is 11404 SW Reif Rd. It is identified on the County Assessor's maps as map tax lot number 1614110000601. The entirety of the property is proposed to be rezoned to R10.

#### **B. Site Characteristics**

The subject property is listed as 18.95 acres with the Crook County Assessor's office. There is an existing single family dwelling and accessory structures on the property. The property is not in farm use and not located within an irrigation district. The property is covered in native grasses, brush and Juniper trees. There is a riverine running southeast to northwest through the center of the parcel.

#### **C. Access**

The Subject Property has existing access to SW Reif Rd.

#### **D. Other Information**

There is a mapped riverine mentioned in the site characteristic on the subject property. The property is not in a mapped special flood hazard area. The application is for a zone change only. The mapped riverine on the property, which would be addressed at the time of development.

### **IV. Applicable Criteria:**

*Crook County Code:*

*Title 18, Chapter 18.12 Establishment of zones, Boundaries*

*Section 18.12.020 Location of Zones, lists zones established in Crook County*

*Section 18.12.030 Zoning Map. Map is amended by authority of the Planning Commission*

*Title 18, Chapter 18.92 Rural Residential Zone, R-10, describes zone requirements*

*Title 18, Chapter 18.170 Quasi-Judicial Amendments*

*Section 18.170.010 Quasi-Judicial amendment standards*

*Title 18, Chapter 18.172 Administration Provisions*

*Section 18.172.010 Quasi-judicial hearing authority*

*Section 18.172.010 Application*

*Section 18.172.010 Notice of Public Hearing*

*Crook County Comprehensive Plan*

*Crook County Ordinance 127, Amendment 1*

**V. FINDINGS**

*Title 18, Chapter 18.12 Establishment of zones, Boundaries*

*18.12.020 Location of Zones*

*The boundaries of the zones listed in this title are indicated on the Crook County zoning map, which is hereby adopted by reference. The boundaries shall be modified in accordance with zoning map amendments, which shall be adopted by reference.*

**Finding:** The Applicant is requesting a rezoning to an established zone indicated on the Crook County zoning map, which is Rural Residential, R-10. Crook County Code Title 18, Chapter 18.92.

*18.12.030 Zoning Map.*

*A zoning map or zoning map amendment adopted by CCC [18.12.020](#) or by an amendment thereto shall be prepared by authority of the planning commission or be a modification by the county court of a map or map amendment so prepared. The map or map amendment shall be dated with the effective date of the ordinance that adopts the map or map amendment. A certified print of the adopted map or map amendment shall be maintained in the office of the county clerk as long as this title remains in effect.*

**Finding:** Map is amended by authority of the Planning Commission. The subsequent Ordinance shall be recorded with an attachment of the amended zone and maintained in the office of the County Clerk.

*Title 18, Chapter 18.170 Quasi-Judicial Amendments*

*18.170.010 Quasi-judicial amendment standards.*

*An applicant requesting a quasi-judicial amendment must satisfy the following factors for quasi-judicial amendments:*

*(2) Zone Map Change.*

*(a) That the zone change conforms with the Crook County comprehensive plan, and the change is consistent with the plan's statement and goals.*

*(b) That the change in classification for the subject property is consistent with the purpose and intent of the proposed amendment.*

**Finding:** The subject property is currently zoned Exclusive Farm Use Zone, EFU-3 and has been designated as Irrevocably Committed to use other than exclusive farm use, through the adoption of the Powell Butte Study Policies into the County's Comprehensive Plan.

The area of Powell Butte is addressed in the Comprehensive Plan as referenced and explored through the Powell Butte Study. There were multiple adopted ordinances, amendments, and policies associated with this area. The requested zone change conforms with the policies (as have been enacted) established by the study as well as consistent with the intent of the proposed amendment to have the property rezoned as it was included in Area 2-4 recorded in Ordinance 127, Amendment 1.

*(c) That the amendment will presently serve the public health, safety and welfare considering the following factors:*

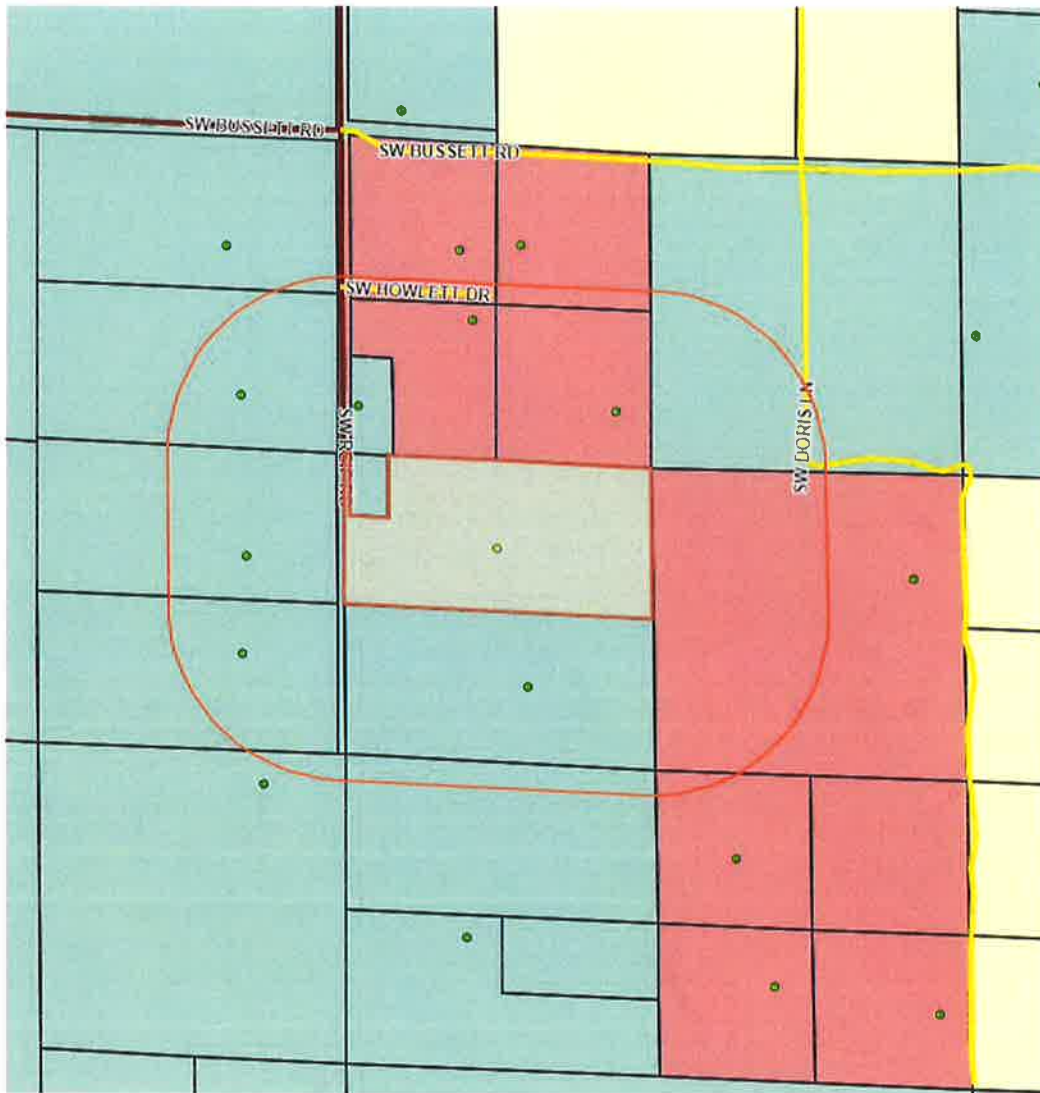
*(i) The availability and efficiency of providing necessary public services and facilities.*

**Finding:** The availability and efficiency of public services and facilities will be addressed at the time the property is divided and/or subsequently developed. The subject property is currently served with access easements and power. Wells are the subject of Oregon Water Resources, and the property has an approved onsite system for septic.

*(ii) The impacts on surrounding land use will be consistent with the specific goals and policies contained within the Crook County comprehensive plan.*

**Finding:** The area surrounding the subject property was included in the Powell Butte Study as area 2-4. Attachment C is a map showing the 2-4 area as it was designated in Ordinance 219, Amendment 1. Staff has reviewed twenty-two properties surrounding the subject property, ten (10) of which are zoned EFU3; three (3) have approved nonfarm dwellings; one (1) is for tax lot purposes only; and two are owned by Crook County, location of the Powell Butte Cemetery. The remaining 12 have already been rezoned either Powell Butte Residential, PBR20 or Rural Residential, R10. Figure 1 (below)<sup>i</sup> is a visual representation of the surrounding area. The green coloring is zoned Exclusive Farm Use Zone, EFU-3, the yellow is Powell Butte Residential 20, PBR20, and the red is zoned Rural Residential, R10. The small green circles are residential addresses.

**Figure 1**



*(d) That there has been a change in circumstances since the property was last zoned, or a mistake was made in the zoning of the property in question.*

**Finding:** The request is to rezone the property to a R10 designation as was recorded in Ordinance 127, Amendment 1. The rezoning is optional for property owners. The property was included in the adopted area 2-4 for rezoning through the Powell Butte study as Irrevocably Committed to uses other than exclusive farm use which was the previous zoning of EFU3.

## **VI. PROCEDURAL STATUS**

The Applicant submitted an application for this map amendment on January 30, 2025. The Planning Commission is tasked with making a decision of approval or denial for the proposed Zone Map Amendment as outlined in CCC18.172.010.

The required Post Acknowledgement Plan Amendment notice was sent to the Department of Land Conservation and Development on April 9, 2025 (DLCD File No. 002-25). Newspaper notice of the first evidentiary hearing was published in the Central Oregonian on April 22, 2025. Neighbor notice of the first evidentiary hearing was mailed on April 24, 2025.

## **Comprehensive Plan/Powell Butte Study**

### **A. Powell Butte Study, Crook County Comprehensive Plan**

The Comprehensive Plan includes a summary of the Powell Butte Study which identified lands in the Powell Butte area that were approved through the exceptions process. There were a number of policies that were adopted into the Comprehensive Plan, however as the mandate for periodic review of County Comprehensive Plan stopped, the implementation for some of the adopted policies did not happen. Language from the Comprehensive Plan is below.

*"In 1997 and 1998, the County commissioned a general study of the Powell Butte area in southwestern Crook County. The result of that study was the adoption of a series of amendments to the Comprehensive Plan in Ordinances No. 126, 127, 128, 130, 131, 132, 133, and 134, as individual sections of the Powell Butte area were redesignated from Exclusive Farm Use to other land uses through the exceptions process. These amendments were challenged in the Land Use Board of Appeals by interested parties and the Land Use Board of Appeals remanded a number of the ordinances back to the County for further work. This resulted in a number of minor amendments, including Ordinance No. 127, Amendment #1; Ordinance No. 131, Amendment #1; Ordinance No. 132, Amendment No. 1; Ordinance No. 133, Amendment #1, which resulted in the outright appeal of Ordinances No. 131, 133, and 134, and some modified policies governing the Powell Butte area which are reproduced below.*

*The following policies are adopted as a part of the Crook County Comprehensive Plan. These policies supplement and amend the Powell Butte Study to the extent that the Study is inconsistent with these policies and the Agreement. To the extent that there is any conflict between the Study and these policies or the Agreement, the Study shall automatically be modified to the extent necessary to conform the Study with these policies and the Agreement.*

*1.The Comprehensive Plan as amended provides that rural residential and nonresource development shall occur south of Highway 126 and generally north of Powell Buttes, and west of Stillman Road and east of Study Area 2-2. [Subject property meets this policy]*

*The specific areas to be reclassified and rezoned are those areas designated as Areas 1-2, 2-1 (as amended), 2-2 (as amended), 2-3 (as amended), and 2-4 (as amended). These areas are specifically described in Ordinances 126 (Area 2-3); 127 (Area 2-4); 128 (Area 2-*

1); 130 (Area 1-2); and 132 (Area 2-2). The land contained within these areas is hereinafter referred to as "the Area to be rezoned." **[Subject property meets this policy]**

*Except of uses permitted outright and by conditional use in the EFU-3 Zone, other lands shall be maintained as exclusive farm uses consistent with Policy 2 below. Rezoning of land other than "the Area to be rezoned" are inconsistent with the Comprehensive Plan. In this regard, Ordinances 131 (Area 1-1) and Ordinance 133 (Area 3-1) are repealed by separate ordinances because the rezoning of that land is inconsistent with this provision of the Comprehensive Plan. Ordinance No. 134 which pertains to Area 3-2 is being repealed as that area is being reserved for the City of Prineville's future industrial growth.* **[NA]**

2. *The County will not initiate additional exceptions or nonresource designations within the Powell Butte Study Area until the next periodic review. The foregoing does not create an expectation that rezonings will necessarily occur at the next periodic plan review and does not create an obligation on the part of the County to rezone any EFU land at any time. The County may, however, consider a proposal(s) to expand the urban growth boundary of the City of Prineville in conjunction with an annexation into Area 3-2 for the purpose of providing an adequate supply of industrial land prior to the next periodic review.* **[NA]**

3. *The land north of Highway 126 shall be retained as exclusive farm use as that land is composed of large parcels and contains less rural residential development than the area south of the highway. For the purpose of this policy, all of Area 1-2 is deemed to be located south of the Highway 126, notwithstanding that a small portion of Area 1-2 is physically located to the north of that Highway.* **[NA]**

4. *The County shall adopt a new rural residential zoning district for Area 2-3 which imposes a minimum lot size and density consistent with Section Two of this Ordinance.* **[NA]**

5. *The zoning ordinance for Area 2-3 shall contain a 250-foot setback requirement from adjacent exclusive farm use zoned land.* **[NA]**

*This setback shall not apply when the adjacent land is owned by a governmental entity, e.g. the Bureau of Land Management, or is adjacent to land already approved for non-farm use.* **[NA]**

*In those cases, the minimum setback shall be the setback already established for dwellings in an EFU zone or if no such setback has been established, then the setback shall be and hereby is established as one hundred (100) feet.* **[NA]**

*The 250 foot setback shall be adopted simultaneously with adopting the new zoning ordinance. If the imposition of this setback makes land undevelopable, then Crook County shall require the maximum achievable setback.* **[NA]**



*The County shall investigate declaring an ordinance violation to be a “nuisance” thereby allowing a private party to bring suit enforcing the county’s ordinance provisions. [NA]*

*6. The County shall require, as a condition of development approval, that all new rural residential development in the Powell Butte area pay system development charges (SDC’s) necessitated by Powell Butte rural residential development. The County currently funds road improvements from the earnings it receives from invested timber receipts. Prior to using property tax receipts for road improvements, the County shall adopt SDC’s sufficient to cover one hundred percent (100%) of the applicable road capital improvements required to support new rural residential development in Powell Butte.*

*In this regard, the County shall promptly adopt a system development charge ordinance to assess a road system development charge on new development. The amount of this system development charge shall be sufficient to recover a significant portion of the capital costs of road improvements required as a result of rural residential development in Powell Butte. Nothing in this ordinance shall preclude the County from applying system development charges to other classes of property or in other areas of Crook County. In the event that a developer desires to proceed with development prior to the adoption of the system development charge ordinance, he or she shall pay the sum of \$2,000 per single family dwelling at the time of building permit issuance. In the event that the adopted system development charge is less than \$2,000, the difference shall be refunded to the developer without interest. In the event that the adopted system development charge exceeds \$2,000, the developer shall be obligated to pay the difference. [policy not implemented]*

*7. The County shall comply with the transportation planning rule when it adopts the zoning ordinances. [The adopted Transportation System Plan adheres to the transportation planning rule]*

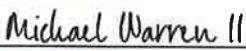
*8. The zoning ordinances shall require developers to execute covenants of nonremonstrance in respect to all farm operations in favor of adjacent EFU land. These covenants shall be in the form of equitable servitudes and shall be binding on all heirs, devisees, legatees, vendees, and successors in interest of the developers. The County shall require such covenants to be executed and recorded at the time the building permit is issued. [This will be a condition of approval for any subdivision of the parcel and upon development]*

*9. The County will develop its zoning and land development ordinances utilizing the Gannet Study (“Groundwater Availability In The Powell Buttes Area, Central Oregon” Groundwater Report No. 32) recommendations on accessibility of groundwater in the Powell Butte Areas, and will require access to the regional water supply as a condition of development, or use of water from a district or public utility. Private exempt wells in existence prior to March 1, 2000 shall be exempt from the requirements contained in the zoning and land development ordinances pertaining to wells.” (pages 66-69) [This provision is currently codified in the PBR20 zone only.]*

## VII. CONCLUSION

The Planning Commission determined that the Applicant met the burden of proof necessary to change the zoning of the subject property from Exclusive Farm Use, EFU3 to Rural Residential, R10, through effectively demonstrating compliance with the applicable criteria.

Dated this 11th day of June, 2025

DocuSigned by:  
  
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Michael Warren, Planning Commission Chair



Katie McDonald, Senior Planner  
Crook County Planning Department

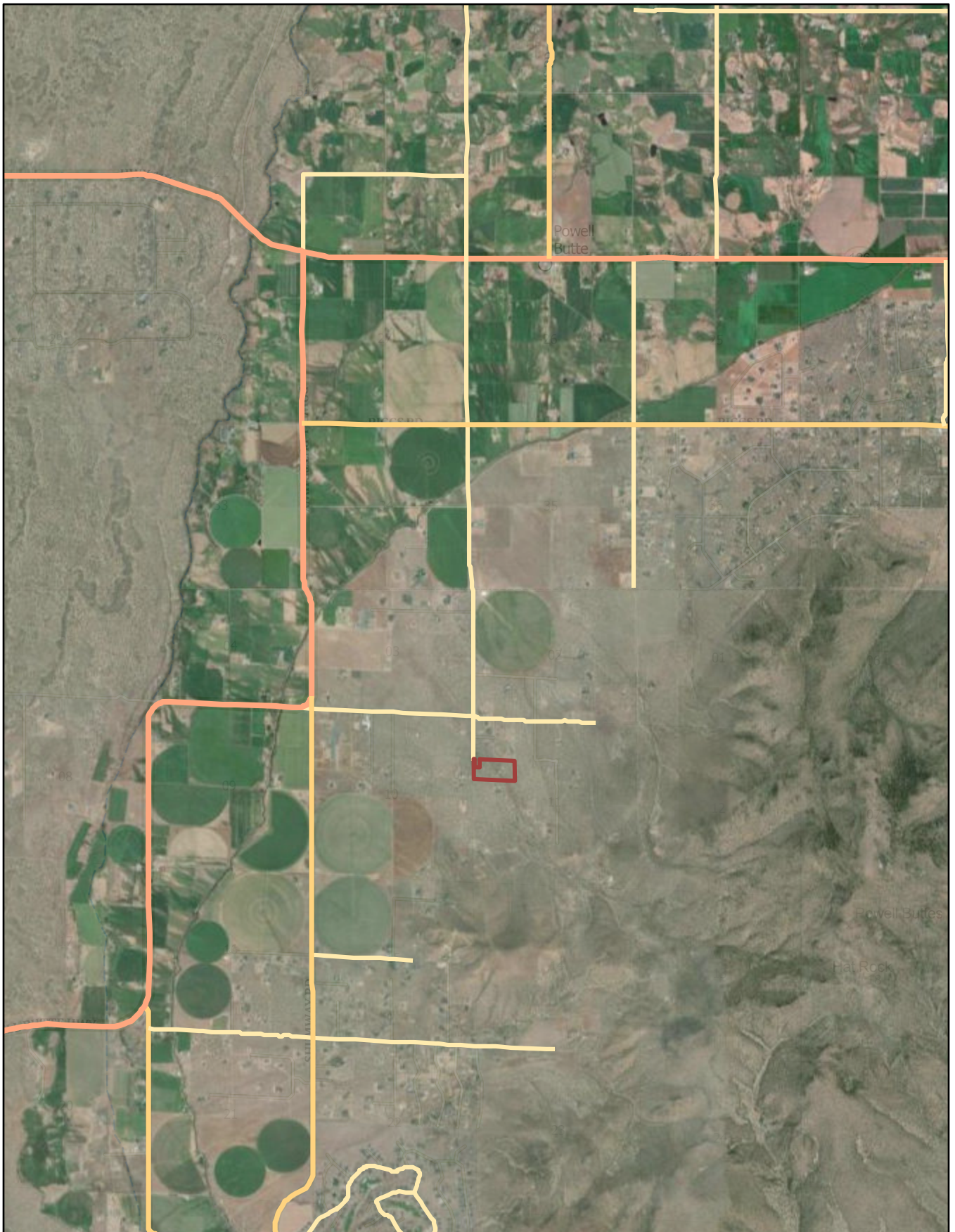
### Attachments

- A. Vicinity Map
- B. Crook County Ordinance No. 127 and Amendment No. 1
- C. Powell Butte Study of Area 2-4

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<sup>i</sup> Figure 1 prepared via Crook County GIS.





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## ORDINANCE NO. 127 Amend. No. 1

AN ORDINANCE OF THE CROOK COUNTY COURT TO ADOPT AMENDMENTS TO THE COUNTY'S COMPREHENSIVE PLAN CONCERNING POWELL BUTTE AND TO AMEND ORDINANCE NO. 127 IN ACCORDANCE WITH THE FINAL DECISION BY THE LAND USE BOARD OF APPEALS REMANDING ORDINANCE NO. 127, AND DECLARING AN EMERGENCY.

WHEREAS, over a period of years, Crook County has conducted a comprehensive study of proper land use classifications for lands in Powell Butte; and

WHEREAS, in December 1998 and February 1999, the County Court adopted eight ordinances reclassifying different areas of Powell Butte from exclusive farm use to either a nonresource or rural residential classification. One of those ordinances was Ordinance No. 127 which provided for the redesignation of Area 2-4 from exclusive farm use to rural residential zoning;

WHEREAS, all eight ordinances were appealed to LUBA separately and by multiple parties. The appeals of Ordinance No. 127 were given Case Nos. 98-221 and 98-224;

WHEREAS, all of the appeals were submitted to mediation pursuant to ORS 197.860 among the parties to the appeal;

WHEREAS, as a result of the mediation process, the parties have reached an agreement as to all the appeals, ("the Agreement"), and have thereby agreed that Ordinance No. 127 should be amended in the manner set forth in this ordinance and LUBA has adopted the parties' agreement remanding Ordinance No. 127 with instructions to adopt the below amendments;

NOW, THEREFORE, this 26<sup>TH</sup> day of JULY, 2000, the Crook County Court ordains as follows:

Section One. The Agreement including all its exhibits is hereby adopted by reference and is included herein as if fully set forth.

The Crook County Comprehensive Plan is amended to designate the land within Area 2-4 as an exception to Statewide Planning Goal 3. Area 2-4 consists of the land as depicted on the map attached to this Ordinance as Exhibit "1" and as more specifically described as follows:

Legal Description "B" -- Zone NR-20

Lands located in Sections 2, 3 and 10, Township 16 South, Range 14 East, W.M., Crook County, Oregon, more particularly described as follows: Beginning at the ¼ corner common to Sections 2 and 3, thence South along the East line of said Section 3 to the Northwest corner of the South one-half of the Southwest one-quarter (S½ SW¼) of said Section 2; thence East along the North line of said S½ SW¼ to the Northeast corner thereof; thence South along the East line of said S½ SW¼ to the ¼ corner common to Sections 2 and 11; thence West along the South line of said Section 2 to the corner common to Sections 2, 3 10 and 11; thence South along the East line of said Section 10 to the Southeast corner of the Northeast one-

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quarter of the Southeast one-quarter (NE $\frac{1}{4}$  SE $\frac{1}{4}$ ); thence West along the South line of said NE $\frac{1}{4}$  SE $\frac{1}{4}$  to the Southwest corner thereof; thence North along the West line of said NE $\frac{1}{4}$  SE $\frac{1}{4}$  to the Northwest corner thereof; thence West along the South line of the North one-half (N $\frac{1}{2}$ ) of said Section 10 to the Southwest corner of the East one-half of the Northwest one-quarter (E $\frac{1}{2}$  NW $\frac{1}{4}$ ); thence North along the West line of said E $\frac{1}{2}$  NW $\frac{1}{4}$  to the Northwest corner thereof; thence North on the West line of the East one-half of the Southwest one-quarter (E $\frac{1}{2}$  SW $\frac{1}{4}$ ) of said Section 3 to the Northwest corner thereof; thence East along the North line of the South one-half (S $\frac{1}{2}$ ) of said Section 3 to the Point of Beginning.

Legal Description "C" - Zone NR-20

Lands located in Section 11, Township 16 south, Range 14 East, W.M., Crook County, Oregon, more particularly described as follows: Beginning at the Southwest corner of the Southwest one-quarter of the Northeast one-quarter (SW $\frac{1}{4}$  NE $\frac{1}{4}$ ) of said Section 11, thence North along the West line of said SW $\frac{1}{4}$  NE $\frac{1}{4}$  to the Northwest corner thereof; thence East along the North line of said SW $\frac{1}{4}$  NW $\frac{1}{4}$  to the Northeast corner thereof; thence south along the East line thereof to the Southeast corner thereof; thence South along the East line of the Northwest one-quarter of the Southeast one-quarter (NW $\frac{1}{4}$  SE $\frac{1}{4}$ ) to the Southeast corner thereof; thence West along the South line of said NW $\frac{1}{4}$  SE $\frac{1}{4}$  to the Southwest corner thereof; thence North along the West line of said NW $\frac{1}{4}$  SE $\frac{1}{4}$  to the Point of Beginning.

Legal Description "I" - Zone NR-10

Lands located in Section 3, Township 16 South, Range 14 East, W.M., Crook County, Oregon, more particularly described as follows: Beginning at the North section corner common to Sections 2 and 3, thence South along the East line of said Section 3 to the Southeast corner of Government Lot 1; thence West along the South line of Government Lots 1, 2 and 3 to the Southwest corner of Government Lot 3; thence North along the West line of said Government Lot 3 to the Northwest Corner of said Government Lot 3; thence East along the North line of said Section 3 to the Point of Beginning.

Legal Description "J" - Zone NR-10

Lands located in Section 11, Township 16 South, Range 14 East, W.M., Crook County, Oregon, more particularly described as follows: Beginning at the corner common to Sections 2, 3 10 and 11, thence East along the North line of said Section 11 to the Northeast corner of the West one-half (W $\frac{1}{2}$ ) of said Section 11; thence South along the East line of said W $\frac{1}{2}$  to the Southeast corner of the North one-half of the South one-half (N $\frac{1}{2}$  S $\frac{1}{2}$ ) of said Section 11; thence West along the South line of said N $\frac{1}{2}$  S $\frac{1}{2}$  to the Southwest corner thereof; thence North along the West line of Section 11 to the Point of Beginning.

Section Two. The residential density and minimum lot size for Area 2-4 shall be one (1) single family dwelling per twenty (20) gross acres in legal descriptions B and C and shall be one (1) single family dwelling per ten (10) gross acres in legal description I and J.

Section Three. The following policies are adopted as a part of the Crook County Comprehensive Plan. These policies supplement and amend the Powell Butte Study to the extent that the Study is inconsistent with these policies and the Agreement. To the extent that there is any conflict between the Study and these policies or the Agreement, the Study shall automatically be modified to the extent necessary to conform the Study with these policies and the Agreement.

1. The Comprehensive Plan as amended provides that rural residential and nonresource development shall occur south of Highway 126 and generally north of Powell Buttes, and west of Stillman Road and east of Study Area 2-2.

The specific areas to be reclassified and rezoned are those areas designated as Areas 1-2, 2-1 (as amended), 2-2 (as amended), 2-3 (as amended), and 2-4 (as amended). These areas are specifically described in Ordinances 126 (Area 2-3); 127 (Area 2-4); 128 (Area 2-1); 130 (Area 1-2); and 132 (Area 2-2). The land contained within these areas is hereinafter referred to as "the Area to be rezoned."

Except for uses permitted outright and by conditional use in the EFU-3 Zone, other lands shall be maintained as exclusive farm use consistent with Policy 2 below. Rezoning of land other than "the Area to be rezoned" are inconsistent with the Comprehensive Plan. In this regard, Ordinances 131 (Area 1-1) and Ordinance 133 (Area 3-1) are repealed by separate ordinances because the rezoning of that land is inconsistent with this provision of the Comprehensive Plan. Ordinance No. 134 which pertains to Area 3-2 is being repealed as that area is being reserved for the City of Prineville's future industrial growth.

2. The County will not initiate additional exceptions or nonresource designations within the Powell Butte Study Area until the next periodic review. The foregoing does not create an expectation that rezonings will necessarily occur at the next periodic plan review and does not create an obligation on the part of the County to rezone any EFU land at any time. The County may, however, consider a proposal(s) to expand the urban growth boundary of the City of Prineville in conjunction with an annexation into Area 3-2 for the purpose of providing an adequate supply of industrial land prior to the next periodic review.

3. The land north of Highway 126 shall be retained as exclusive farm use as that land is composed of large parcels and contains less rural residential development than the area south of the highway. For the purpose of this policy, all of Area 1-2 is deemed to be located south of the Highway 126, notwithstanding that a small portion of Area 1-2 is physically located to the north of that Highway.

4. The County shall adopt a new rural residential zoning district for Area 2-4 which imposes a density and minimum lot size consistent with Section Two of this Ordinance.

5. The zoning ordinance for Area 2-4 shall contain a 250-foot setback requirement from adjacent exclusive farm use zoned land.

This setback shall not apply when the adjacent land is owned by a governmental entity, e.g. the Bureau of Land Management, or is adjacent to land already approved for non-farm use.

In those cases, the minimum setback shall be the setback already established for dwellings in an EFU zone or if no such setback has been established, then the setback shall be and hereby is established as one hundred (100) feet.

The 250 foot setback shall be adopted simultaneously with adopting the new zoning ordinance. If the imposition of this setback makes land undevelopable, then Crook County shall require the maximum achievable setback.

The County shall investigate declaring an ordinance violation to be a "nuisance" thereby allowing a private party to bring suit enforcing the county's ordinance provisions.

6. The County shall require, as a condition of development approval, that all new rural residential development in the Powell Butte area pay system development charges (SDC's) necessitated by Powell Butte rural residential development. The County currently funds road improvements from the earnings it receives from invested timber receipts. Prior to using property tax receipts for road improvements, the County shall adopt SDC's sufficient to cover one hundred percent (100%) of the applicable road capital improvements required to support new rural residential development in Powell Butte.

In this regard, the County shall promptly adopt a system development charge ordinance to assess a road system development charge on new development. The amount of this system development charge shall be sufficient to recover a significant portion of the capital costs of road improvements required as a result of rural residential development in Powell Butte. Nothing in this ordinance shall preclude the County from applying system development charges to other classes of property or in other areas of Crook County. In the event that a developer desires to proceed with development prior to the adoption of the system development charge ordinance, he or she shall pay the sum of \$2,000 per single family dwelling at the time of building permit issuance. In the event that the adopted system development charge is less than \$2,000, the difference shall be refunded to the developer without interest. In the event that the adopted system development charge exceeds \$2,000, the developer shall be obligated to pay the difference.

7. The County shall comply with the transportation planning rule when it adopts the zoning ordinances.

8. The zoning ordinances shall require developers to execute covenants of nonremonstrance in respect to all farm operations in favor of adjacent EFU land. These covenants shall be in the form of equitable servitudes and shall be binding on all heirs, devisees, legatees, vendees, and successors in interest of the developers. The County shall require such covenants to be executed and recorded at the time the building permit is issued.

9. The County will develop its zoning and land development ordinances utilizing the Gannett Study ("Groundwater Availability In The Powell Buttes Area, Central Oregon" Groundwater Report No. 32) recommendations on accessibility of groundwater in the Powell Butte Areas, and will require access to the regional water supply as a condition of development, or use of water from a water district or public utility. Private exempt wells in existence prior to March 1, 2000 shall be exempt from the requirements contained in the zoning and land development ordinances pertaining to wells.

Section Four. This ordinance shall serve as the County's decision on remand from LUBA Case Nos. 98-221 and 98-224.

Section Five. This ordinance shall become effective immediately as an emergency exists.

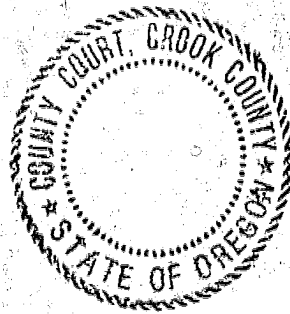
CROOK COUNTY



Fred W. Rodgers  
Judge Fred Rodgers

Mike McCabe  
Commissioner Mike McCabe

Jerry Crafton  
Commissioner Jerry Crafton

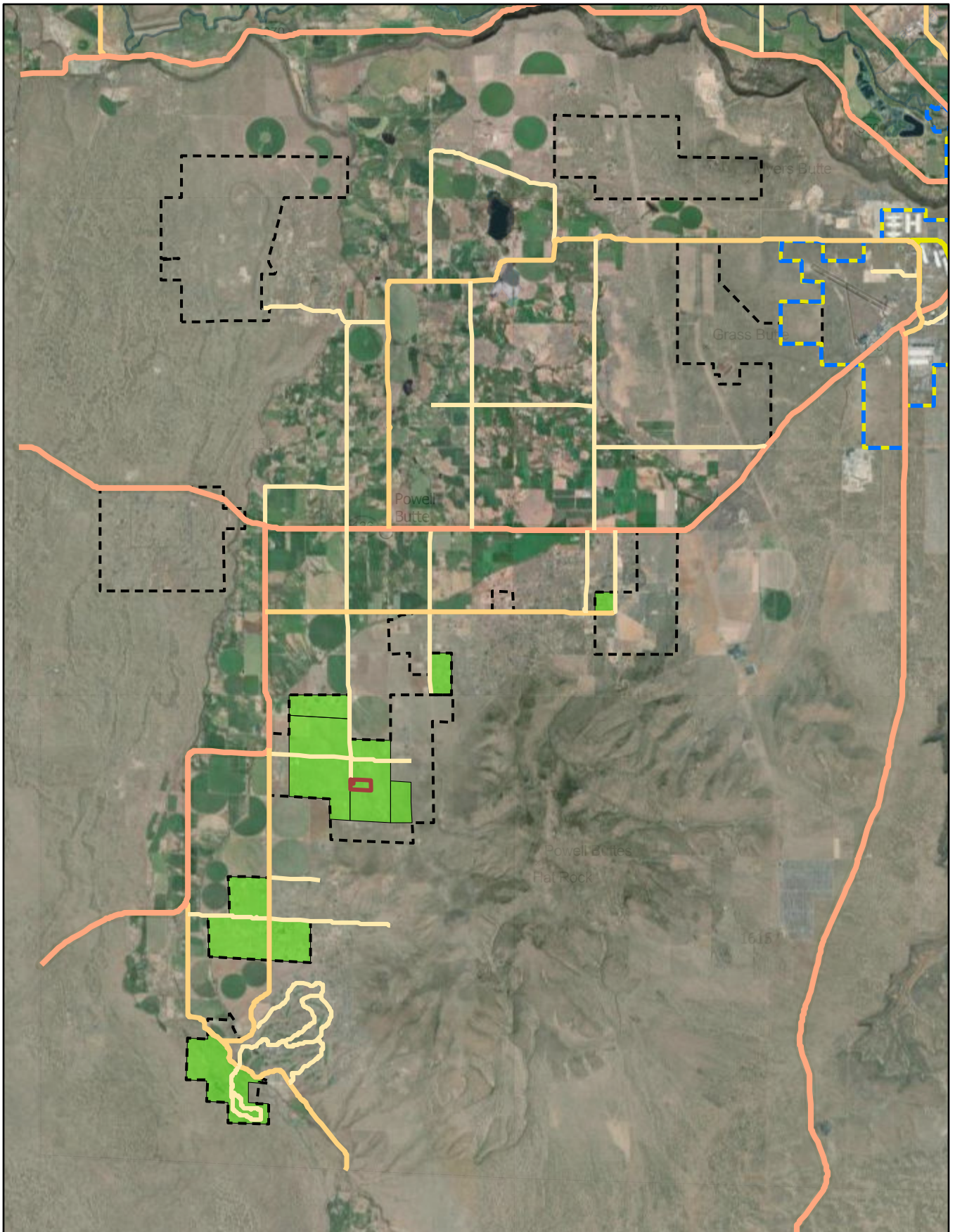


KEY PUNCHED

JUL 31 2000

STATE OF OREGON } ss 156817  
COUNTY OF CROOK }  
I CERTIFY THAT THE WITHIN INSTRUMENT WAS  
RECEIVED FOR RECORD ON THE 27th DAY OF  
July, 2000, AT 9:00 A. M.  
AND RECORDED IN CJRNL  
RECORDS OF SAID COUNTY MF NO. 156817  
DEANNA E. BERMAN, CROOK COUNTY CLERK  
BY Deanna E. Berman DEPUTY

N/C



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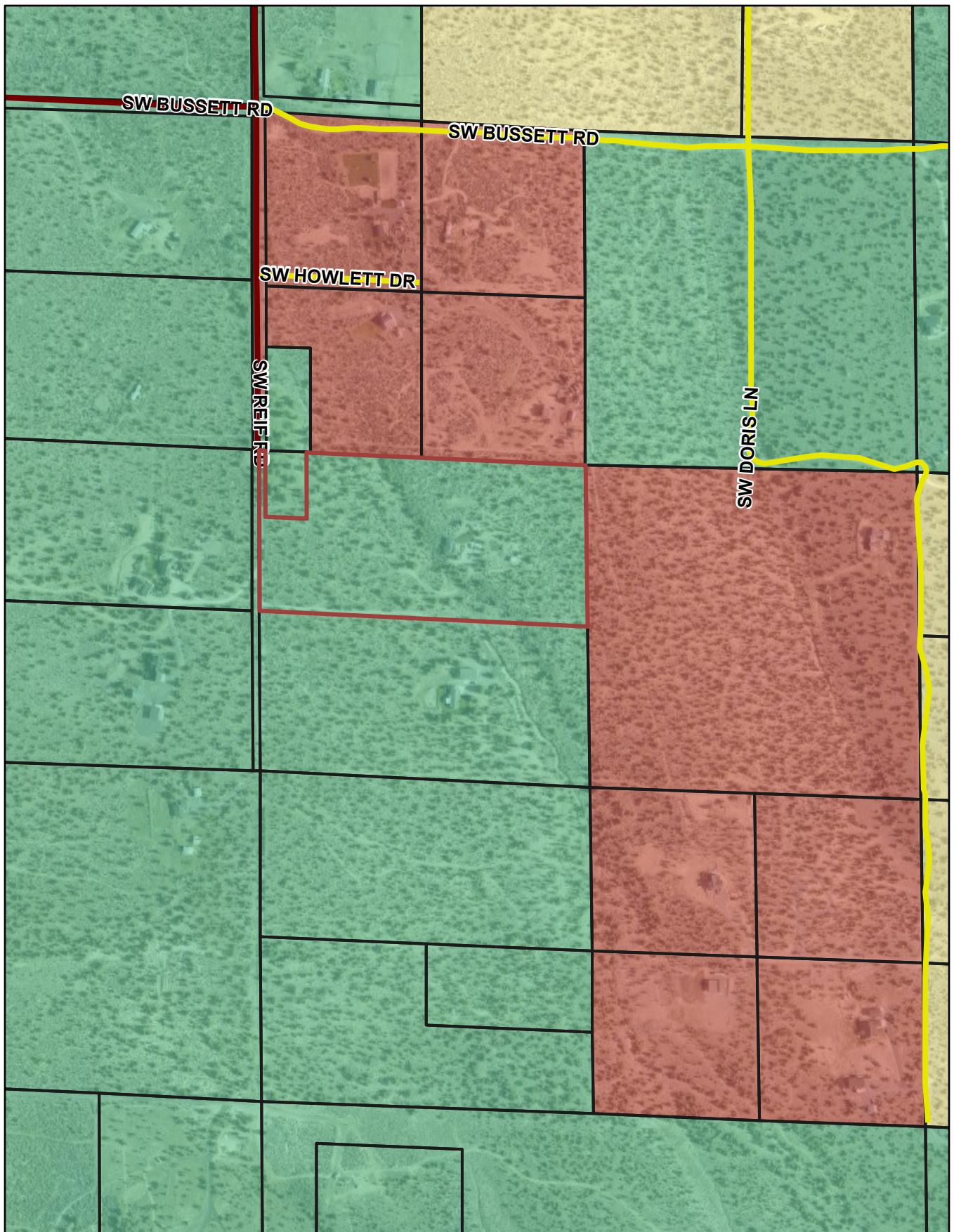


EXHIBIT C

**Zoning Map**



# Crook County, Oregon



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