



CROOK COUNTY WORK SESSION AGENDA

Wednesday, July 30, 2025 at 9:00 am

**Crook County Administration Conference Room I 203 NE Court St. I
Prineville OR**

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

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.

DISCUSSION

1. Request for Waiver of Land Partition Fee – Ochoco Irrigation District McKay Creek Pump Station

Requester: Craig Kilpatrick

Presenters: Craig Kilpatrick / Bruce Scanlon

2. Request for Funding for Purchase of 3200 Tons of Asphalt Pavement

Requester: Brad Haynes

Road Superintendent

3. IGA for OSU Technology Access

Requester: Rebecca Keegan

Crook County Extension Office Manager

4. County Comment Letter re: City of Prineville's Purchase of DSL Property

Requester: John Eisler

Community Development Director

5. Republic Services Franchise Agreement

Requester: Will Van Vactor

County Manager

6. Community Development Monthly Update

Requester: John Eisler

Presenters: John Eisler / Randy Davis

MANAGER REPORT

COMMISSIONER UPDATES

EXECUTIVE SESSION

None Scheduled

NOTICE AND DISCLAIMER

The Crook County Board of Commissioners is the governing body of Crook County, Oregon, and holds work sessions 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 County Board of Commissioners for its next scheduled work session.

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 County Board of Commissioners 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.

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:

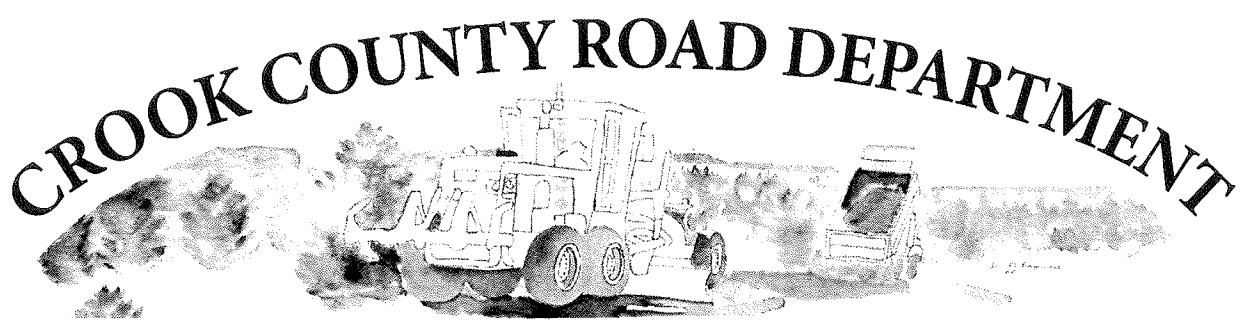
Budget/fiscal impacts:

Requested by:

Presenters:

Legal review (only if requested):

Elected official sponsor (if applicable):



1306 N. Main • Prineville, Oregon 97754 • Phone: 541-447-4644 • Fax: 541-447-2977

Request for funding:

1. This is a request for funding on an inner staff paving project, the project will utilize County staff and equipment to pave a 1.5-inch leveling course on NW Butler Road from Lone Pine Road to end, about 2.1-miles. This road is in bad shape and needs to be overlayed, and then chip sealed soon next four to five years.
 - 2400 tons are needed to complete the project.

2. The chain-up area on SE Millican Road, Landfill needs are the un-tarpping area, and egress ramp on the inbound scale also has been scoped to be overlayed.
 - 800 tons are needed to complete the project.

Knife River Corp, Redmond hot plant, will furnish the 2400 tons \$60.00/Ton, for NW Butler Road. This is due to the trucking being a 20-mile round trip to the jobsite.

Tri County Paving LLC, hot plant, will furnish the 800 tons \$57.00/Ton, for the Chain-up area and the Landfill areas.

Having two suppliers is because of mileage trucking the materials to the multiple job sites.

Cost for the materials will be \$144,000.00 Knife River Hot Plant, \$45,600.00 Tri County Paving LLC for a total cost of \$189,600.00

Brad Haynes

From: Kerry Kuenzi <kerry@keex.net>
Sent: Wednesday, June 18, 2025 1:42 PM
To: Brad Haynes
Subject: FW: Hot Mix AC

Brad,

It was good to talk with you. Our price for Hot mix for you is \$63.00 per ton picked up here at our Lone Pine Plant. Thank you.

Kerry D. Kuenzi, President

C 503-991-0089 • www.keex.net

Salem Office • 3871 Langley St. SE • Salem, OR 97317 • P 503-399-4833

Redmond Office • 835 NE Greenwood Ave • Redmond, OR 97756 • P 541-527-4280



From: Kerry Kuenzi
Sent: Wednesday, June 18, 2025 1:10 PM
To: brad.haynes@crookcountyor.gov
Subject: Hot Mix AC

Brad,

Good afternoon. I understand you called into HDAP yesterday for a price on Asphalt. Please call me when you can on my cell phone and I would like to discuss it with you.

FYI, we have owned HDAP for over 5 years now and I am running it currently. Thank you.

Kerry D. Kuenzi, President

C 503-991-0089 • www.keex.net

Salem Office • 3871 Langley St. SE • Salem, OR 97317 • P 503-399-4833

Redmond Office • 835 NE Greenwood Ave • Redmond, OR 97756 • P 541-527-4280



Note that fraudulent attempts have been made to redirect money to non-K&E accounts. If you see any request for changes to payment process, please call us directly at 503-399-4833 and verbally confirm the changes before taking action.

[CAUTION: This email originated from outside of the organization. DO NOT CLICK LINKS or open attachments unless you recognize the sender and know the content is safe]



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):

/



Oregon State
University

Procurement and Contracts Approval Summary Form

Contact Name & Phone: Katie Lanker, Contract Services Manager | PCMM
Katie.lanker@oregonstate.edu

Date: July 3, 2025

Project Name: IGA for Limited Access to OSU Technology | Crook County

Project Number: 2026-019333

Total Contract/Amendment Value: \$0

☐ Expenditure ☐ Revenue ☒ Neither

AUTHORITY	ADDITIONAL CERTIFICATIONS	PRINTED NAME & SIGNATURE	COMMENTS:
Vice President for Finance and Administration		 A80E593D4CEE4BC... Carol Hoza	
Senior Associate Vice President for Administration		 1815085EEF4594AA... Paul Oden	
Chief Procurement Officer or Associate Director of Procurement and Contracts	I have reviewed the attached contract document and have determined that it contains adequate terms and conditions, is in adherence with OSU Procurement Standards pertaining to Procurement and Contracting Code, where applicable, and legal counsel has been provided if needed.	 F0A797248F5D440... Tamara Bradshaw	
General Counsel	<input type="checkbox"/> Legal review has been completed. <input checked="" type="checkbox"/> Legal review is not required.	ADD NAME HERE	
Risk Management	<input checked="" type="checkbox"/> Risk Management review has been completed. <input type="checkbox"/> Risk Management review determined unnecessary after PCMM internal assessment.	 1C9EB6BF4EE3423... Christina McKnight Dir-Insurance & Risk Management Services	Approved change to cyber insurance coverage.
Budget/Resource Verification	I have reviewed the identified funding source for the attached contract document (and/or amendment) and have verified that sufficient funds are available for this work.	 68D5F9B324D8425... Nicole Strong Regional Director Central Region OSU Extension	
Principal Investigator or Responsible Employee	I have read the attached contract document and have determined that the specifications and scope of work are correct and sufficient resources are available.		

SUMMARY:

OSU Form created to gain efficiencies in the delivery of Extension-related services to Counties. In this County, OSU provides County employees limited access to certain portions of OSU's central administrative financial database such as Banner FIS or Workday, and online transaction systems to complete financial transactions and technological systems for collaboration including but not limited to video, file sharing, and productivity software for trainings and supporting educational efforts.

VPFA Signature Deadline: July 11, 2025

INTERGOVERNMENTAL AGREEMENT

THIS INTERGOVERNMENTAL AGREEMENT (the “Agreement”) is between CROOK COUNTY (“County”), a political subdivision of the State of Oregon; and OREGON STATE UNIVERSITY for its Extension Service (“OSU”).

RECITALS

- A. OSU’s outreach mission is to engage OSU with people and communities of Oregon to have positive impacts on community livability, economic vitality, natural resources sustainability, and the health and well-being of people and communities.
- B. County and OSU entered into an agreement dated July 10, 2023, by last signature under which OSU delivers extension-related services to County residents, and County provides office and technical support for OSU employees who work in extension education programs in County. County also, by separate agreement, provides office space for OSU faculty members and classified staff delivering extension-related services to the County (“OSU Employees”).
- C. In order for County to provide certain office and technical services to OSU Employees delivering extension-related services to the County, the parties agree that it is mutually beneficial for OSU to provide County employees limited access to certain portions of OSU’s central administrative financial database such as Banner FIS or Workday, and online transaction systems to complete financial transactions and technological systems for collaboration including but not limited to video, file sharing, and productivity software for trainings and supporting educational efforts. County wishes to have such access, and OSU is willing to provide it, according to the terms and conditions of this Agreement, so that each party may continue to have the benefit of the services provided by the other.

THEREFORE, the parties agree as follows:

1. If needed, OSU will authorize (# of) employees, designated, funded, and assigned by County to OSU for the purposes of this Agreement (“Designated Employees”), to have access to security classes or data determined by OSU to be necessary to complete financial transactions and/or provide office and technical support in the following systems or such other systems as OSU may use in the future (collectively, “Secured Systems”):
 - a. Financial:
 - OSU’s Banner FIS
 - Benny Buy
 - CORE
 - Credit Card Machine systems – Bluefin P2PE and PayConex P2PE
 - Touchnet Cashiering – Web Departmental Deposits & Marketplace
 - Concur Travel & Expense
 - Hyland OnBase
 - Foundation Reimbursement and Direct Payment Systems
 - Workday

b. General Information Technology:

- File Storage and Collaboration (Box, OneDrive, Office 365, Google, DocuSign)
- Conferencing and Communications (Zoom, Kaltura...)
- Web sites (Drupal and other OSU-hosted platforms)
- Registration and Learning Management (Ideal-Logic, Canvas...)
- Faculty Activity Reporting (Digital Measures)
- CRM (Salesforce)
- Survey (Qualtrics)
- Other Software/Systems (Duo, VPN, WiFi)

c. Website:

- Drupal/OSU-hosted web platforms

By the provision of access to security classes and data, as appropriate, will allow Designated Employees to conduct certain aspects of authorized transactions while not allowing access to restricted data and allow Designated Employees to provide office and technical support and receive necessary OSU training and to support extension educational delivery using OSU's technological systems. Designated Employees will not be authorized to have access to unauthorized Secure Systems. County will require that Designated Employees access only records or data related to, or in support of, OSU Employees who deliver extension-related services to County residents and for whom County provides office and technical support.

2. Upon completion of OSU provided training, OSU will provide Designated Employees access to the Secure Systems to be updated, supplemented or refreshed as OSU determines is appropriate. County will require Designated Employees to adhere to OSU's policies on Acceptable Use of Computing Resources, Acceptable Use of Information, OSU's Information Security Manual, and other current or future OSU policies related to access, use, and security of OSU information and data. County will require Designated Employees to adhere to these policies for the duration of the Designated Employees' access to Secure Systems, and to sign a document indicating each Designated Employee's understanding of such policies and the employee's commitment to adhere to such policies. OSU will provide County with copies of its current policies related to access, use and security of OSU information and data, and will provide County copies of any such policies adopted in the future.
3. County must notify OSU immediately upon receiving information that any Designated Employee may have, or has, accessed any portion of the Secure Systems to which the Designated Employee has not been authorized to access. County must notify OSU immediately upon receiving information that any Designated Employee may have, or has, violated OSU's policies related to access, use, and security of OSU information and data. OSU may refuse continued access at any time to any Designated Employee it determines may have accessed or utilized any information or data or portion of the Secure Systems beyond what is authorized by this Agreement.

4. It is understood that County may receive personnel record information from more than one source, including directly from OSU Employees, in the course of providing office and technical support to OSU. County understands and agrees under ORS 351.065(5), faculty personnel records are not public records under Oregon Public Records Law. Faculty personnel records may not be disclosed without the faculty member's consent except in the limited circumstances set forth in OSU's Policies and Standards 580-022-0095. Some information from classified and temporary employee personnel records is not required to be disclosed under the Oregon Public Records Law, and access to personnel records of classified employees is also addressed in the OSU/SEIU collective bargaining agreement. County will not release a personnel record of any OSU Employee without first securing, in writing, the concurrence of OSU's Chief Human Resources Officer or designee. As used in this Agreement, "personnel record" means a record containing information kept by OSU or County concerning an employee and furnished by the employee or by others, including, but not limited to, information as to discipline, counseling, membership activity, other behavioral records, professional preparation and experience, professional performance (e.g. assignment and workload, quality of teaching, research and service to the institution), personnel data relating to such matters as promotions, tenure, leaves, retirement credits and the like and professional activities external to the institution, including, but not necessarily limited to, awards, recognition, research activities and travel.
5. County shall obtain and keep in effect during the term of this Agreement, Commercial General Liability Insurance with minimum limits of \$2,000,000 per occurrence and \$4,000,000 aggregate. OSU and its trustees, officers, employees, and agents shall be included as additional insured in said policy. County shall also obtain and keep in effect during the term of this Agreement, Crime Insurance, including employee dishonesty, forgery or alteration and computer fraud, including endorsement Client's Property (CR 0401 or equivalent), with minimum limits of \$1,000,000 per loss. The policy shall include coverage for all directors, officers, agents, and employees of the County. The policy shall include coverage for extended theft or mysterious disappearance, and shall not contain a condition requiring an arrest and conviction. County shall also obtain and keep in effect during the term of this Agreement, cyber liability or privacy and network liability. Coverage limits shall be a minimum of \$1,100,000.00 per claim and \$1,100,000.00 aggregate for cyber liability or privacy and network liability. Such policy shall include coverage for losses arising from the breach of information security or cyber liability (including Technology Errors & Omissions, Network Security and Privacy Liability, Media Liability, Liability arising from the introduction of a computer virus, and Liability arising from theft, dissemination, and/or use of confidential information).
6. Subject to the limitations of the Oregon Tort Claims Act (ORS 30.260 -.300), County shall save, hold harmless and indemnify OSU its trustees, officers, employees, and agents from and against all claims, suits, actions, losses, damages, liabilities, costs and expenses of any nature resulting from, arising out of, or relating to the acts or omissions of County or its officers, employees or agents under this Agreement.
7. County is a subject employer under the Oregon Worker's Compensation Laws and shall either comply with ORS 656.017, which requires employers to provide workers'

compensation coverage for all their subject workers, or shall meet the exemption requirement in ORS 656.126.

8. This Agreement shall be governed by and construed in accordance with the laws of the State of Oregon.
9. The Parties agree they shall not discriminate based on race, color, national origin, religion, sex, gender identify (including gender expression), sexual orientation, disability, age, marital status, familial/parental status, income derived from a public assistance program, political beliefs, genetic information, veteran's status, reprisal or retaliation for prior civil rights activity, or on any other basis protected by federal and/or state law.
10. The term of this Agreement shall begin on the date of last signature and shall end on June 30, 2027. This Agreement may be terminated at any time by mutual agreement of the parties, by either party on 60 days' written notice to the other, or by OSU upon its determination that County has violated any term of this Agreement.

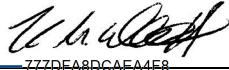
ACKNOWLEDGMENT

The parties to this Agreement, by the signatures below of their authorized representatives, acknowledge having read and understood the Agreement and agree to be bound by its terms and conditions.

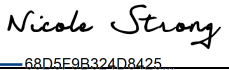
BY COUNTY:

Name: Date
Crook County Commissioner

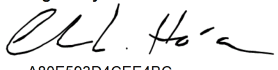
BY OREGON STATE UNIVERSITY:

DocuSigned by:

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Kristopher Elliott
Vice Provost
OSU Extension and Engagement

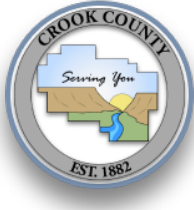
DocuSigned by:

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Nicole A. Strong
OSU Regional Director

Signed by:

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Carla L. Ho'ā
Vice President for Finance and Administration
OSU Chief Financial Officer

AGENDA ITEM REQUEST



Date:

July 24, 2025

Meeting date desired:

July 30, 2025

Subject: *County Comment Letter re: City of Prineville's Purchase of DSL Property*

Background and policy implications:

The City of Prineville has applied to purchase a 318-acre tract from the Oregon Department of State Lands (DSL) adjacent to the west side of the Prineville/Crook County Airport. DSL has an open comment period for the consideration of this purchase until August 2, 2025.

Enclosed is a letter drafted on behalf of the County in support of the City's purchase.

Budget/fiscal impacts:

N/A

Requested by:

*John Eisler; Community Development Director
John.Eisler@CrookCountyOR.gov
541-447-3211*

Presenters:

*John Eisler
Will Van Vactor*



Crook County

Mailing: 300 NE 3rd Street • Prineville, Oregon 97754
Physical: 300 NE 3rd Street, 3rd Floor • Prineville, Oregon 97754
Phone (541) 447-6555

July 30, 2025

Via email to realproperty@dsl.oregon.gov

Department of State Lands
951 SW Simpson Ave., Ste. #104
Bend, OR 97702

RE: Support for Transaction No. 65646-LS with City of Prineville (15S15E WM, S 4&10, TL 1100)

Dear Department of State Lands Staff:

Crook County would like to express its formal support for the City of Prineville's interest in purchasing the parcel of state-owned constitutional land (the "Property") located adjacent to the west boundary of the Prineville/Crook County Airport. While we recognize the Property has garnered attention for other potential uses, we contend that a direct sale to the City of Prineville is the superior option for realizing the "greatest benefit for the people of this state," as mandated by Article VIII, Section 5(2) of the Oregon Constitution and reflected in OAR 141-067-0155(1) and DSL's 2024 Asset Management Plan.

Constitutional Mandate

The sale to the City represents the "greatest benefit for the people of this state." Prineville and Crook County have experienced considerable growth in recent years, with median household income growing faster than any other county in the state.¹ This prosperity is contingent upon the continued availability of local, family-wage jobs.

For this reason, local planning efforts and substantial infrastructure investments have been focused on this specific area to increase our inventory of turnkey, large-lot industrial properties. Demand from industrial developers persists, yet the availability of suitable land has been severely constrained as large parcels near the Urban Growth Boundary (UGB) have been secured by solar developers, frustrating planned industrial expansion. The Property represents one of the last, if not the final, opportunities for a large-lot industrial tract in this high-demand area.

Moreover, the Property is immediately adjacent to the Prineville/Crook County Airport, which has invested millions in runway improvements to serve our growing community. The Airport's adopted

¹ Mike Rogoway, *One Oregon county has the state's fastest-growing incomes, by far*, The Oregonian, Dec. 22, 2024, available at <https://www.oregonlive.com/business/2024/12/one-oregon-county-has-the-states-fastest-growing-incomes-by-far.html> (last visited July 28, 2025)

Master Plan explicitly identifies future expansion westward onto the Property to accommodate projected growth and, critically, to provide an essential safety buffer.

A sale to the City allows DSL to meet its obligation to the Common School Fund while ensuring the City's economic development plans and the Airport's safety and growth needs are met.

DSL's 2024 Asset Management Plan

Oregon Administrative Rule directs all DSL land sales to "follow the guiding principles and resource-specific management descriptions contained in the Asset Management Plan." OAR 141-067-0155(4). The proposed sale aligns perfectly with the three guiding principles of the 2024 Asset Management Plan:

1. Advancing the Plan's strategic goals

The Property is properly classified as Industrial/Commercial/Residential (ICR) Land, defined as land near a UGB with strong potential for industrial zoning. The Plan states that for ICR lands, performance is "a significant income producer, typically through the sale of the property." Given the significant cost to DSL to manage or develop such lands, a one-time sale to the City represents the highest and best use, generating revenue for the Common School Fund and furthering Action Area 8 of the Plan.

2. Supporting climate resilience

A sale to the City provides a more climate-resilient outcome for Central Oregon. Development of this strategically located parcel prevents disjointed industrial sprawl into farm or range land elsewhere in the county. By concentrating employment opportunities adjacent to the City, it facilitates shorter commutes and reduces overall vehicle miles traveled. It further allows the City and County to ensure that new infrastructure is built to modern standards that incorporate water conservation, energy efficiency, and low-impact design.

Additionally, the sale to the City will provide significant revenue to the School Fund, which can then use the proceeds of the sale to acquire much greater tracts of future ICR Lands. Those new acquisitions can be managed and maintained in a manner that benefits wildlife populations, contributes to ecosystem services, sequesters carbon, and increases drought resiliency.

3. Advancing Environmental Justice

Though implementation of the Oregon Environmental Justice Mapping Tool Extension has been postponed through December 31, 2027, a sale to the City will advance DSL's environmental justice goals by supporting the employment needs of our traditionally underrepresented community. Prineville and to the west through the Property are all mapped as both a Climate and Economic Justice Screening Tool (CEJST) Disadvantaged Community and an EPA Inflation Reduction Act Disadvantaged Community. Empowering local control through this sale allows the City and County to plan, zone, and develop the Property in a manner that directly supports the people of these communities.

In conclusion, Crook County strongly urges the Department of State Lands to approve a direct sale of the land to the City of Prineville. This path provides the clearest and most effective means of leveraging this site for maximum public benefit, fulfilling both constitutional and strategic mandates.

We appreciate your thoughtful management of Oregon's state-owned lands and stand ready to partner with the Department and the City to facilitate this purchase. Thank you for your time and consideration.

Sincerely,

X

Susan Hermreck
County Commissioner

X

Brian Barney
County Commissioner

X

Seth Crawford
County Commissioner

cc:

Governor Tina Kotek

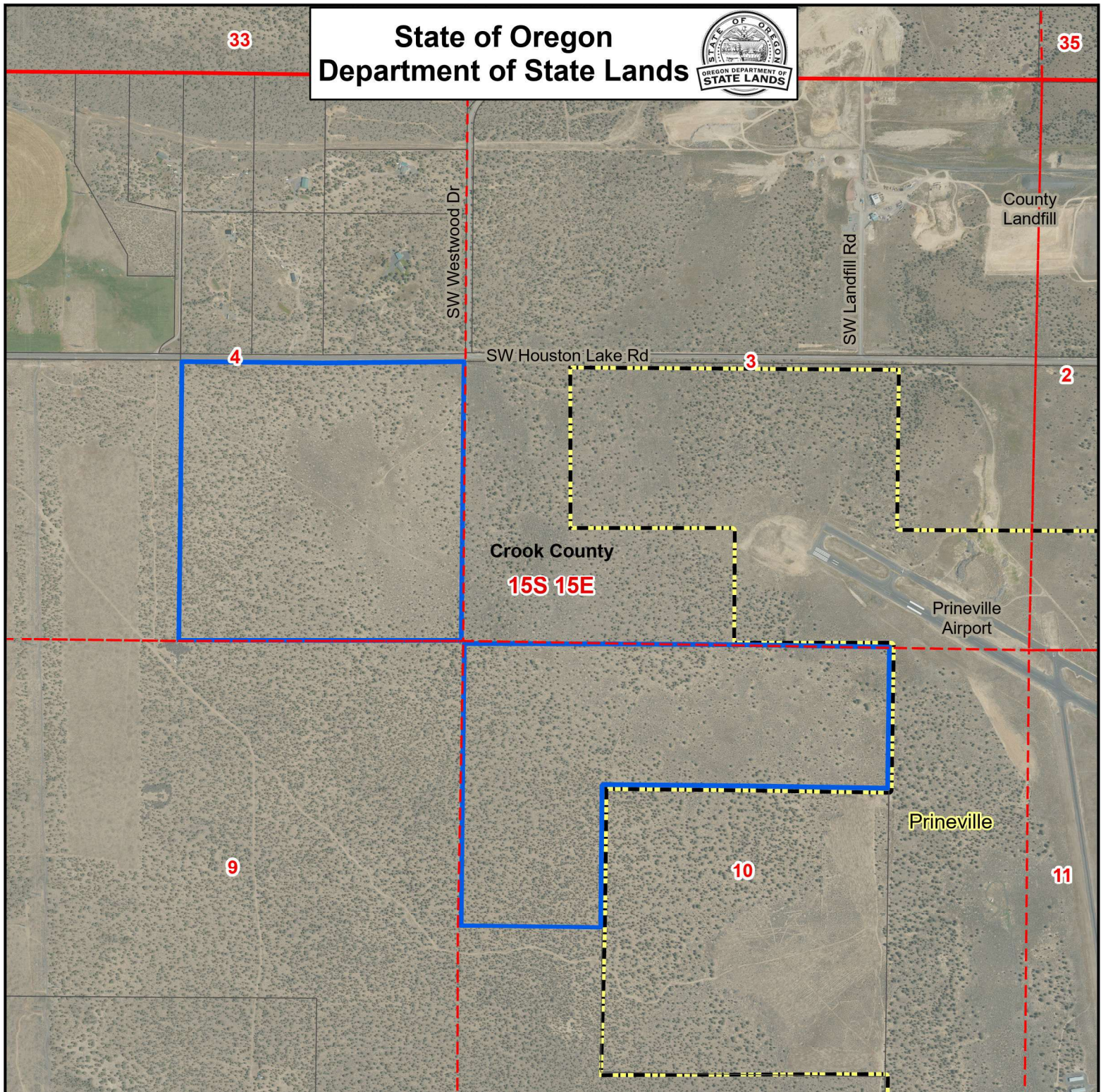
Senator Mike McLane

Representative Vikki Breese-Iverson

Secretary of State of Oregon Tobias Read

State of Oregon Treasurer Elizabeth Steiner

State of Oregon Department of State Lands



APPENDIX A

65646-LS
T15S, R15E Sections 4 and 10
Crook County
318 Acres

 Proposed Land Sale Section
 City Limit Tax Lot

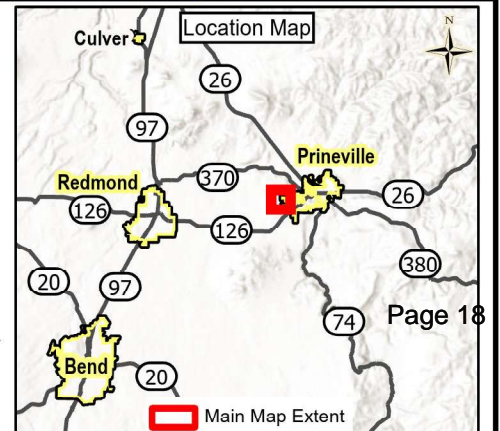
2022 Aerial Photo

This map depicts the approximate location and extent of a Department of State Lands authorization. This product is for informational purposes only and may not have been prepared for, or be suitable for legal, engineering, or surveying purposes. Users of this information should review or consult the primary data and information sources to ascertain the usability of the information.

0 500 1,000
Feet



Map Projection:
Oregon Statewide Lambert
Datum NAD83
International Feet
State of Oregon
Department of State Lands
951 SW Simpson Ave Suite #104
Bend, OR 97702
541-388-6112
www.oregon.gov/DSL
Date: 7/3/2025





AGENDA ITEM REQUEST

Date:

07/29/2025

Meeting date desired:

07/30/2025

Subject:

Update to Solid Waste Franchise Agreement & Proposed Process

Background and policy implications:

Crook County's current solid waste franchise agreement requires an update. This is particularly significant as other jurisdictions in our region, served by the same franchisee, are actively working to update their agreements. These efforts underscore the importance of ensuring our agreement aligns with modern practices and best serves our community's needs. Balancing the need for effective service delivery with robust ratepayer protections and enhanced accountability is critical as we move forward in this process.

The existing agreement contains provisions that, while functional, lack the specificity and accountability mechanisms typically found in modern agreements. Additionally, neighboring jurisdictions, including Deschutes County and the City of Redmond, are similarly updating their franchise agreements. By timing an update to correspond with other jurisdictions, we can ensure consistent standards and streamline negotiations. Thus, the timing is right now, to update the County's franchise agreement.

Budget/fiscal impacts:

TBD

Requested by:

Will VanVactor, County Manager

will.vanvactor@crookcountyor.gov, phone 541-447-6555

Presenters:

Will Van Vactor

Legal review (only if requested):

MEMORANDUM



TO: Crook County Board of Commissioners
FROM: Will Van Vactor, County Manager
DATE: July 30, 2025
RE: Update to Solid Waste Franchise Agreement & Proposed Process

1) INTRODUCTION

Considering both shifting regulatory standards and coordinated regional efforts, it has become evident that Crook County's current solid waste franchise agreement¹ requires an update. This is particularly significant as other jurisdictions in our region, served by the same franchisee, are actively working to update their agreements. These efforts underscore the importance of ensuring our agreement aligns with modern practices and best serves our community's needs. Balancing the need for effective service delivery with robust ratepayer protections and enhanced accountability is critical as we move forward in this process.

2) CURRENT STATUS

The existing agreement contains provisions that, while functional, lack the specificity and accountability mechanisms typically found in modern agreements. Additionally, neighboring jurisdictions, including Deschutes County and the City of Redmond, are similarly updating their franchise agreements. By timing an update to correspond with other jurisdictions, we can ensure consistent standards and streamline negotiations. Thus, the timing is right now, to update the County's franchise agreement.

3) KEY PROVISIONS IDENTIFIED FOR REVISION

- **Rate Structure & Review:**
Clearer rate calculation methodologies and regular review processes are necessary. This change would increase transparency and ensure predictable adjustments for ratepayers.
- **Accountability & Performance Standards:**
Establishing specific performance benchmarks and reporting requirements will improve the County's ability to monitor compliance efficiently and enforce standards.

¹ A franchise agreement is a contract between a local government and a private service provider that grants the provider the exclusive right to collect and dispose of solid waste within a defined area. In exchange for granting this legal monopoly, the local government and the public benefit from a guaranteed service provider, regulated rates applied consistently throughout the County, and predictability in the provision of this essential service. Some jurisdictions do not use franchise agreements and instead allow open market competition. While this can encourage competition, it can also result in uneven service, with some areas potentially underserved or having widely varying rates.

- **Public Transparency & Engagement:**

Requiring public notification and involvement, particularly concerning rate changes and service performance, will enhance public trust and satisfaction.

- **Risk & Liability Management:**

Broader indemnification clauses and enhanced insurance requirements are needed to protect the County from potential liabilities due to franchisee actions or failures.

4) BENEFITS OF REVISING THE AGREEMENT

- **County Protection:**

Improved legal protections and financial safeguards through detailed indemnification and insurance clauses will reduce risk exposure for the County.

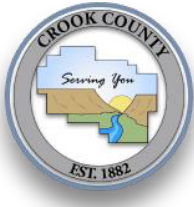
- **Ratepayer Protections:**

Updated rate structures and public transparency mechanisms will better protect ratepayers from sudden changes and provide clearer insights into service and rate determinations.

5) RECOMMENDATION

An internal working group has already begun drafting a revised franchise agreement that addresses these critical areas for improvement. At this point, I recommend that the Board of Commissioners authorize me to initiate and lead the negotiation process with our franchisee to focus on addressing the issues outlined above. This approach aligns with other regional efforts, and ensures the County maintains consistent, fair service provision and financial practices. I will provide regular updates to the Board as the negotiation proceeds.

AGENDA ITEM REQUEST



Date:

July 22, 2025

Meeting date desired:

July 30, 2025

Subject:

CDD Monthly Update

Background and policy implications:

Update on Department services, including permit and application activity.

Budget/fiscal impacts:

N/A

Requested by:

John Eisler

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Presenters:

John Eisler

Randy Davis

Legal review (only if requested):

n/A

Elected official sponsor (if applicable):

Community Development Department

Mailing: 300 NE Third St. RM 12, Prineville, OR 97754

☐ Phone: 541-447-3211



MEMO

TO: Crook County Board of Commissioners

FROM: John Eisler, Community Development Director
Randy Davis, Building Official

DATE: July 23, 2025

SUBJECT: Community Development Activity Update – June 2025

Below is a summary of building, planning, onsite, and code enforcement activity for the last month.

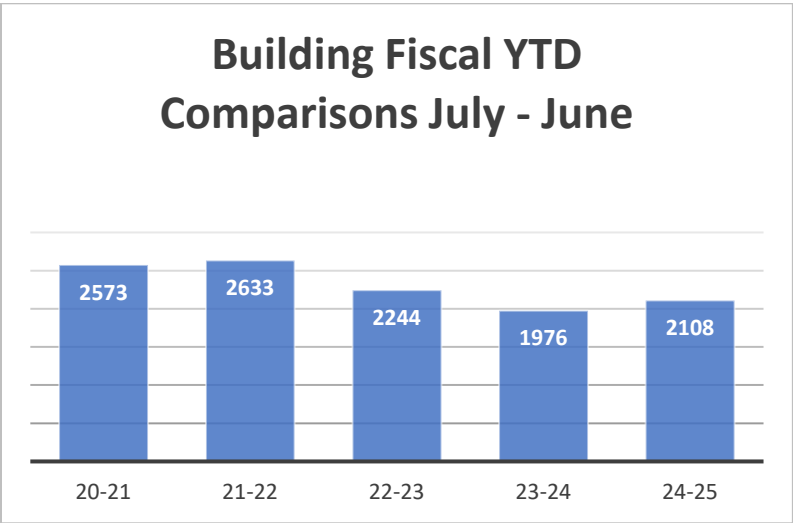
Building:

Permits issued summary (June):

Permit Type	Number of Permits
New Residential Dwellings (Site Built or Manufactured)	7
Commercial (plumbing, electrical, structural, etc.)	48
Residential Permits (plumbing, electrical, mechanical etc.)	88
Residential Structural (shops, etc.)	20
Other (e.g. demo)	1
TOTAL	164

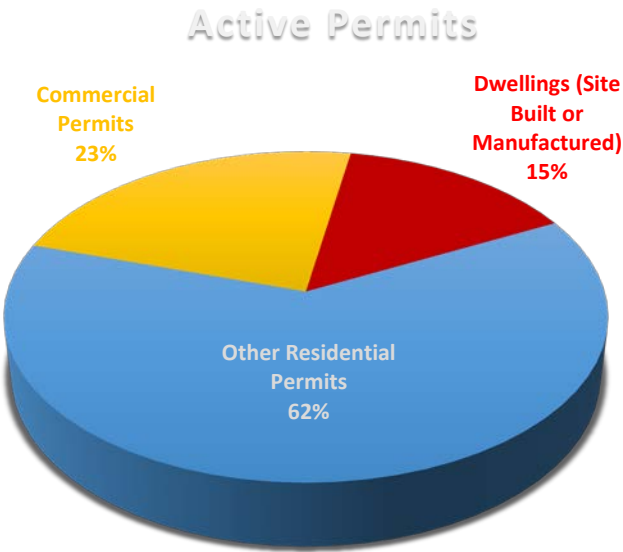
Comparisons:

Time Frame	Permits
June 2025	164
June 2024	137
YTD 2025	1036
YTD 2024	969
Fiscal YTD 2024-25	2108
Fiscal YTD Comparison 2023-24	1976



Active Permits:

Permit Type	Amount Still Active as of end of June
Dwellings (Site Built or Manufactured)	169
Other Residential Permits	730
Commercial Permits	295



Daily Inspections:

Inspection Type	Amount this month
Residential	747
Commercial	228
All	975

Larger Projects Under Construction:

Apple Data Center
PRN1 Retrofit
F-5 Smokehouse
Rooster Restaurant/Bar
Convenience Store
Church/Community Center – Madras Hwy
Reserve at Ochoco Creek - Apartments
Cabins at Brasada Ranch
9,000 SQ FT Commercial Office & Shop for Auto Detailing
Oppidan Data Center
Forest Service Bldg – Lamonta
Prineville Apartments (Ochoco Lumber)
Crooked Tails Addition

Larger Projects Under Review or Incoming:

58 Unit Storage Complex
Wood Pellet & Brick Mill – Bus Evans Ln
CCMS Addition of Wrestling Room

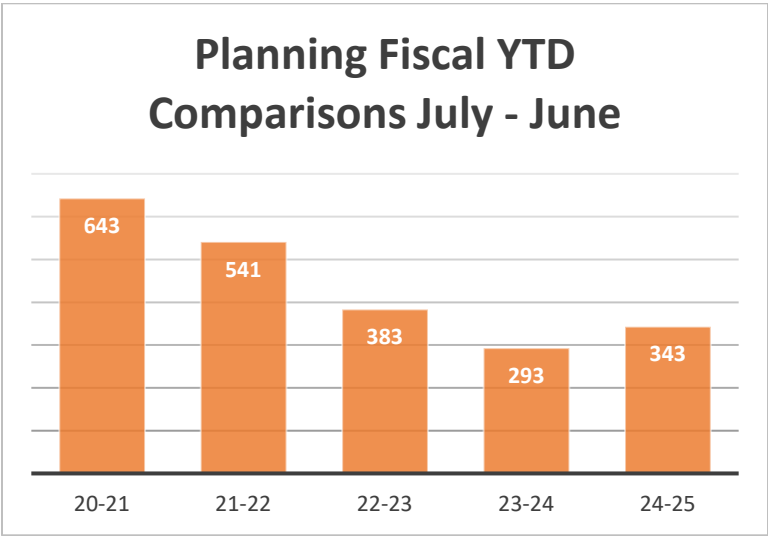
Planning:

Applications received:

Application Type	# of Applications (June)	YTD
Appeals	0	0
Variance	0	1
Site Plan Review	31	126
Agricultural Exempt	1	2
Land Partition	1	4
Combine/Un-Combine Lots	1	1
Road Approach	6	18
Boundary Line Adjustment	2	9
Destination Resort	0	0
Conditional Use	0	3
Miscellaneous	1	13
Sign	0	0
Extension	0	2
Subdivision	0	1
Amendment	0	3
Road Name/Rename	0	1
Lot of Record	0	1
Vested Right	0	0
TOTAL	43	185

Comparisons:

Time Frame	Permits
June 2025	43
June 2024	33
YTD 2025	182
YTD 2024	151
Fiscal YTD 2024-25	343
Fiscal YTD Comparison 2023-24	293



Notable Land Use Applications:

Request	Status
Raasch (Moffatt Rd Solar Farm LLC) – Commercial Solar Facility	PC Deliberations July 23
Mueller – 7 lot Subdivision on SE Juniper Canyon Rd	In Review – PC Hearing July 9
DOD Military Overlay	BOCC July 28 and August 12
Powell Butte Community Center – Childcare/Early Education	PC Hearing Tentatively August 13

Notable City Land Use Applications:

Request	Status
9-unit Multifamily Complex – BestCare	PC Hearing June 17 – City denied; appeal filed
4,415 sq ft Addition to CCMS Gym	In Review

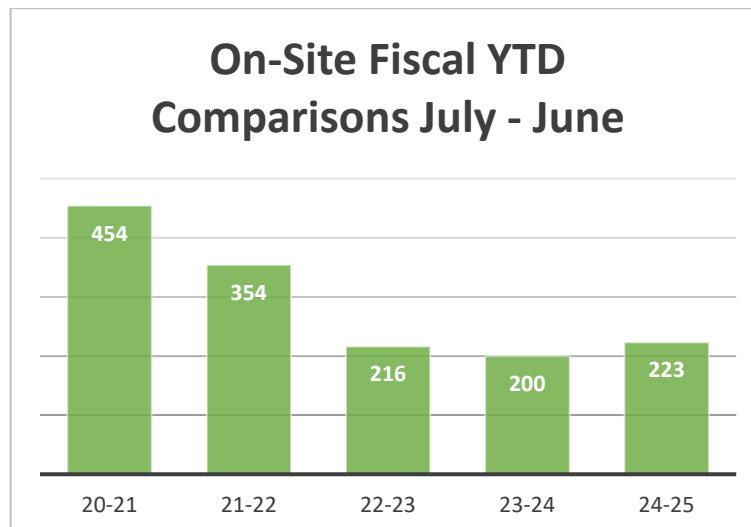
On-Site:

Applications (June):

Application Type	Number of Applications
Residential Authorization	4
Commercial Authorization	0
Construction Permit (Residential)	8
Construction Permit (Commercial)	0
Repair (Major) - Residential	1
Repair (Minor) - Residential	3
Repair (Major) – Commercial	0
Repair (Minor) - Commercial	0
Residential Site Evaluation	9
Commercial Site Evaluation	0
Alteration (Minor) – Residential	1
Alteration (Major) – Residential	0
Alteration (Minor) - Commercial	0
TOTAL	26

Comparisons:

Time Frame	Permits
June 2025	26
June 2024	12
YTD 2025	108
YTD 2024	98
Fiscal YTD 2024-25	223
Fiscal YTD Comparison 2023-24	200



Code Compliance:

Case Activity:

Opened in June: 2
Closed in June: 13

Total Cases:

Open: 61
Closed: 52

Case Load (Total violations from open cases):

Year	Building	Land Use	Waste	Septic
YTD 2025	33	29	9	15

