

NOTICE AND DISCLAIMER

The Crook County Court 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 Court has published this PDF file. This file contains the material to be presented before the County Court 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 County Court 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, 300 NE 3rd Street, Room 10, in Prineville.



CROOK COUNTY COURT MEETING
Crook County Annex | 320 NE Court St. | Prineville OR
WEDNESDAY, June 3, 2020
9:00 A.M.

CONSENT AGENDA

(Routine matters which are not expected to generate discussion and are approved in a single vote. Any member of the Court may request removal of an item for separate discussion or vote.)

1. Approve Order 2020-27 re Budget Transfers or Adjustments
2. Approve Order & Resolution 2020-28 re Health Grants Budget Transfers or Adjustments
3. Approve Amendment 4 to My Future My Choice Intergovernmental Grant Agreement#157106
4. Approve Amendment 2 to Agreement for Housing of Juvenile Offenders with Yamhill County
5. Approve Amendment 2 Extension to the Contract with Anderson Perry for On-Call Engineering Services
6. Approve Amendment 4 Extension to STAR Towing Service Contract; and Amendment 5 to Active Towing and Dave's Towing Contracts
7. Approve Amendment 3 to Professional Services Contract with Laurie Craghead as Environmental Health Hearings Officer
8. Approve FAA Closeout Outlay Report and Request for Grant Funds for Airport Apron Phase I

SCHEDULED APPEARANCES

NONE SCHEDULED

DISCUSSION

9. *Public Hearing re First Reading of Ordinance 320 re Expedited Foreclosure Protection Procedures* Requester: Eric Blaine (10 Minutes)
10. Children's Room Shelving at Library Requester: Buzzy Nielsen (10 Minutes)

EXECUTIVE SESSION

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

**The Court may add additional items arising too late to be part of this Agenda. Agenda items may be rearranged to make the best use of time.*

**The meeting location is accessible to persons with disabilities. If additional accommodations are required, please submit your request 48 hours prior to the meeting by contacting County Administration at 541-447-6555.*

1

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

IN THE MATTER OF

ORDER #2020-27

Accepting revenue, changing related appropriations, line item adjustments and changing expenditure budget appropriations for various funds

WHEREAS, this Order is made in accordance with ORS 294.463 which states transfers of appropriations may be made within fund or between funds, and

WHEREAS, this order is needed to transfer appropriations as described below.

BE IT THEREFORE ORDERED that the Crook County Court hereby approves this Order for the transfer of appropriations herewith described below:

<u>Budget Transfers or Adjustments</u>	<u>Change</u>	<u>GL Number</u>	<u>Debit</u>	<u>Credit</u>
Landfill				
Capital Outlay	Decrease	702-2100-580.80-08		90,000
Materials & Services	Increase	702-2100-520.35-79	90,000	
<i>Note: Intrafund appropriation transfer</i>				
Fairgrounds Capital				
Capital Outlay	Decrease	704-2001-580.80-03		1,800
Materials & Services	Increase	704-2001-520.20-39	1,800	
<i>Note: Intrafund appropriation transfer</i>				
General Fund				
Contingency	Decrease	101-9900-569.96-01		6,845
Transfers Out	Increase	101-9900-597.97-09	6,845	
<i>Note: Transfer to Fairgrounds-unanticipated expenses</i>				
Fairgrounds Capital				
Capital Outlay	Decrease	704-2001-580.80-03		17,955
Capital Outlay	Decrease	704-2001-580.80-13		5,000
Transfers Out	Increase	704-2001-597.97-XX	22,955	
<i>Note: Transfer to Fairgrounds-unanticipated expenses</i>				
Fairgrounds				
Transfers In	Increase	701-2000-380.80-02		6,845
Transfers In	Increase	701-2000-380.80-14		22,955
Personnel	Decrease	701-2000-510-XX-XX		25,000
Materials & Services	Increase	701-2000-520.XX-XX	54,800	
<i>Note: Additional resources transfer for unanticipated expenditures</i>				
Sheriff				
Personnel	Decrease	101-5001-510.01-10		25,000
Materials & Services	Increase	101-5001-520.10-25	25,000	
<i>Note: Intrafund appropriation transfer</i>				

DATED this 3rd day of June, 2020.

CROOK COUNTY COURT:

SETH CRAWFORD, County Judge

JERRY BRUMMER, County Commissioner

BRIAN BARNEY, County Commissioner

2

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

IN THE MATTER OF

ORDER & RESOLUTION #2020-28

Accepting revenue, changing related appropriations, line item
adjustments and changing expenditure budget appropriations for County
Funds for Fiscal Year 2019-20

WHEREAS, this Order is made in accordance with ORS 294.471(1)(c) which provides that funds that are made available by another unit of federal, state or local government, and the availability of which could not reasonably be foreseen when preparing the original budget or a previous supplemental budget for the current year or current budget period after enactment of an appropriation resolution or ordinance.

BE IT THEREFORE ORDERED that the Crook County Court hereby adopts this Order for the increases/decreases in revenues and expenditures for the purposes shown below and makes the changes in appropriation for the fiscal year ending June 30, 2020.

Health Grants

Grants	Increase	301-1409-343.43-16		29,956
Grants	Increase	301-1415-322.32-16		55,253
Materials & Services	Increase	301-1409-520.15-19	29,956	
Personnel	Increase	301-1415-510.01-22	40,253	
Materials & Services	Increase	301-1415-520.15-19	15,000	

Note: Additional grants not anticipated

DATED this 3rd day of June, 2020.

CROOK COUNTY COURT:

SETH CRAWFORD, County Judge

JERRY BRUMMER, County Commissioner

BRIAN BARNEY, County Commissioner

2



MEMO

3

To: Crook County Court
From: Muriel DeLaVergne-Brown, RN, MPH
Date: 5-14-20
Re: State of Oregon Contract 157106 – Amendment #4

Message:

Crook County Health Department received the 4th amendment (#157106) from the State of Oregon for the “My Future My Choice” Educational Program. This program is provided by a Health Educator to high school teens who serve as peers in the middle school for the educational program.

3



Grant Agreement Number 157106

**AMENDMENT TO
STATE OF OREGON
INTERGOVERNMENTAL GRANT AGREEMENT**

In compliance with the Americans with Disabilities Act, this document is available in alternate formats such as Braille, large print, audio recordings, Web-based communications and other electronic formats. To request an alternate format, please send an e-mail to dhs-oha.publicationrequest@state.or.us or call 503-378-3486 (voice) or 503-378-3523 (TTY) to arrange for the alternative format.

This is amendment number 4 to Grant Agreement Number 157106 between the State of Oregon, acting by and through its Department of Human Services, hereinafter referred to as "DHS" and

**Crook County
acting by and through its Health Department
375 NW Beaver Street Suite 100
Prineville, Oregon 97754
Attention: Muriel Delavergne-Brown
Telephone: (541) 447-5165
E-mail address: mdelavergnebrown@h.co.crook.or.us**

hereinafter referred to as "Recipient".

1. This amendment, when fully executed by every party, regardless of the date of execution by every party, shall become effective on the date this Amendment has been approved by the Department of Justice or on **June 30, 2020**, whichever date is later.
2. The Agreement is hereby amended as follows:
 - a. **Section 1, Effective Date and Duration, section a, only**, is hereby amended as follows: Deleted language is ~~struck through~~ and new language is **underlined and bold**.

This Agreement shall become effective on the date this Agreement has been fully executed by every party and, when required, approved by Department of Justice, or on July 1, 2018, whichever date is earliest. Unless extended or terminated earlier in accordance with its terms, this Agreement shall expire on ~~June 30, 2020~~ **June 30, 2021**. Agreement termination or expiration shall not extinguish or prejudice DHS' right to enforce this Agreement with respect to any default by Recipient that has not been cured.

- b. **Section 3, Grant Disbursement Generally**, is hereby amended as follows:
Deleted language is ~~struck through~~ and new language is **underlined and bold**.

The maximum not-to-exceed amount payable to Recipient under this Agreement, which includes any allowable expenses, is ~~\$32,000.00~~ **\$48,000.00**. DHS will not disburse grant to Recipient in excess of the not-to-exceed amount and will not disburse grant until this Agreement has been signed by all parties. DHS will disburse the grant to Recipient as described in Exhibit A.

- c. For services provided on or after June 30, 2020, **Exhibit A, Part 1, Program Description** is hereby superseded and restated in its entirety, as set forth in **Exhibit A, Part 1, Program Description** attached hereto and incorporated herein by this reference.
- d. For services provided on or after June 30, 2020, **Exhibit A, Part 2, Reimbursement and Financial Reporting** is hereby superseded and restated in its entirety, as set forth in **Exhibit A, Part 2, Reimbursement and Financial Reporting** attached hereto and incorporated herein by this reference.

3. Except as expressly amended above, all other terms and conditions of the original Agreement and any previous amendments are still in full force and effect.
4. **Recipient Data and Certification.** Recipient shall provide the information set forth below.

PLEASE PRINT OR TYPE THE FOLLOWING INFORMATION

Recipient Name (exactly as filed with the IRS): _____

County of Crook

Street address: _____ 300 NE THIRD ST _____

City, state, zip code: _____ PRINEVILLE OR 97754 _____

Email address: _____ MURIEL.DELAVERGNEBROWN@H.CO.CROOK.OR.US _____

Telephone: _____ (541-~~4~~47-5165 _____ Facsimile: (541-) 447-3093 _____

Recipient Proof of Insurance. Recipient shall provide the following information upon submission of the signed Agreement Amendment. All insurance listed herein and required by Exhibit C of the original Agreement, must be in effect prior to Agreement execution.

Workers' Compensation Insurance Company: _____ SAIF _____

Policy #: _____ 791761 _____ Expiration Date: _____ 7.1.2020 _____

RECIPIENT, BY EXECUTION OF THIS AMENDMENT, HEREBY ACKNOWLEDGES THAT RECIPIENT HAS READ THIS AMENDMENT, UNDERSTANDS IT, AND AGREES TO BE BOUND BY ITS TERMS AND CONDITIONS.

5. Signatures.

Crook County, acting by and through its Health Department

_____	_____
Authorized Signature	SETH CRAWFORD
_____	_____
JUDGE	Printed Name
_____	_____
Title	JUNE 3, 2020
	Date

State of Oregon acting by and through its Department of Human Services
By:

_____	_____
Authorized Signature	Printed Name
_____	_____
Title	Date

Approved for Legal Sufficiency:

_____	_____
Not required per OAR 137-045-0030(1)(a)	
Department of Justice	Date

EXHIBIT A

Part 1 Program Description

1. Purpose

Recipient agrees to coordinate implementation and delivery of the *My Future-My Choice* Program with participating schools. *My Future-My Choice* is a voluntary DHS-developed sixth grade sexual health curriculum which meets the requirements of OAR 581-022-1440 to provide age-appropriate sexuality education as an integral part of the health education curriculum.

2. Agreement Objective

To support the efforts of DHS to offer the *My Future-My Choice* curriculum to all interested schools statewide. *My Future-My Choice* is a comprehensive, abstinence based, medically accurate, age appropriate sexual health curriculum for middle school students that is based on best-practice. It is designed to help youth make healthy choices about their own sexual health as well as help them understand and better handle societal and peer pressures. This Program shall not be a forum for presenting religious tenets or religious beliefs in relationship to the subject matter.

3. *My Future-My Choice* Recipient Requirements

- a. Designate a Program Coordinator to be the primary contact with DHS.
- b. Ensure the following takes place:
 - (1) Promote *My Future-My Choice* in designated area and share key information with schools regarding curriculum availability, overview, reimbursement components, and school supported Teen Leader option.
 - (2) Communicate with school leadership in designated area as needed regarding overall operations and requirements of the *My Future-My Choice* Program including statistical data submission requirements and reimbursement process.
 - (3) Communicate to participating schools regarding curriculum requirements, updates and required trainings.
 - (4) Ensure submission of quarterly invoices and required narrative reports to DHS.

4. Other Program Roles related to the Teen Leader component. The Recipient may choose to provide these roles, or if not provided by the Recipient, communicate requirements to participating schools.

a. Classroom Facilitator

- (1) A trained adult who provides support to high school Teen Leaders during the delivery of all the teen-led lessons.

- (2) Commonly the teacher of the class whose school has adopted this Curriculum into their educational program.
 - (3) Required to be present in the classroom during all teen-led lessons.
 - (4) Required to attend training provided by DHS.
- b. Teen Leader
- (1) High school age students approved by their school to participate in the *My Future-My Choice* Program.
 - (2) Present teen-led lessons.
 - (3) Required to annually attend the one-day training provided by DHS.
- c. Adult Instructor
- (1) Adult identified and approved by the school to present lessons.
 - (2) May be the same adult who also delivers additional lessons with or without Teen Leaders
 - (3) May be the classroom teacher or other health educator identified and approved by the school.

5. DHS Roles and Responsibilities:

- a. DHS Program Specialist
- (1) A designated DHS staff member with expertise in the subject matter who will be a resource and primary contact for this Program.
 - (2) Will communicate with the *My Future-My Choice* Program Coordinator as necessary to ensure all roles are covered and requirements are met.
 - (3) Will ensure trainings are provided to Teen Leaders and Classroom Facilitators based on agreed time and location.
 - (4) When possible, conduct site visits to classrooms to evaluate the effectiveness of the training and potential improvements.

6. Agreement Responsibilities

- a. DHS Responsibilities
- (1) Provide DHS Program Specialists who will be subject matter expert.
 - (2) Provide technical support and guidance for the overall program operations.
 - (3) Obtain grant funding required to facilitate the *My Future-My Choice* Program.
 - (4) Communicate with the Recipient regarding all operations as needed during implementation and regular operation of the *My Future-My Choice* Program.
 - (5) Reimburse program funds up to the not-to-exceed limit of this Agreement.
- b. Recipient Responsibilities

- (1) Comply with the requirements identified with the *My Future-My Choice* Program Description utilizing current materials and procedures.
- (2) Provide staff to fulfill the roles of Program Coordinator and all related administrative support required for the implementation of this curriculum
- (3) Provide communication concerning all aspects of the *My Future-My Choice* Program to support the work of the paid coordinator, volunteer facilitators, Teen Leaders and DHS Program Specialists.
- (4) Communicate with schools as necessary regarding requirements for teen leader option.
- (5) Communicate with schools as necessary regarding requirements for instructors to attend training sessions following any major revision or update to the lessons or programs.
- (6) Communicate and encourage schools to participate in any program evaluation being conducted.
- (7) Ensure that education in the classroom on contraception is medically accurate and complete, but cannot include demonstrations, simulations, or distribution of contraceptive devices.
- (8) Support collection of training surveys for the purpose of meeting federal performance measures.

7. Reports and Agreement Monitoring

- a. Twice-yearly reporting is required of the Recipient and shall include the following items, including statistical information from all participating schools capturing the following information.
 - (1) School name; grade level of students receiving this curriculum; type of class; lesson 1 start date; number of males represented; number of females represented; facilitators name; number of Teen Leaders used (if used), number of students opted out of program.
 - (2) Statistical information will be provided using the designated tool provided by *My Future-My Choice* staff.
 - (3) Reporting shall occur not later than **January 10, April 10, AND June 10** of the current agreement year.
- b. Quarterly fiscal reporting summarizing expense for administrative, staff, supplies and other expenses incurred will be submitted with invoices.
 - (1) Report must be detailed to show allowable costs.
 - (2) Narrative report must accompany the invoice with detailed explanation of expenditures.

- (3) Reports must be completed using the most current form provided by the DHS *My Future-My Choice* Program.

8. Agreement Monitoring

- a. Agreement performance will be monitored by DHS Agreement administrator or designee.
- b. Monitoring of fiscal operations may be completed by the DHS Agreement administrator or by any designated auditor as required by law.

(Remainder of page intentionally left blank)

EXHIBIT A

Part 2 Reimbursement and Financial Reporting

1. Consideration

a. Reimbursement Provisions:

- (1) DHS will reimburse Recipient for services provided in support of the *My Future-My Choice* Program on a quarterly schedule.
- (2) Recipient shall submit quarterly charges on reimbursement forms approved by DHS and sent to the DHS Agreement Administrator or designee approved by the Agreement Administrator. The reimbursement form shall be submitted to: Department of Human Services, Self Sufficiency Programs, My Future-My Choice Invoicing, 500 Summer Street NE E48, Salem, Oregon 97301.
- (3) Invoices shall describe, itemize and explain all expenses incurred as they relate to the *My Future-My Choice* Program, and for whom services were provided.

b. Allowable Costs

- (1) Recipient may charge to the Agreement only allowable costs resulting from authorized service delivery during the Agreement funding period.
- (2) Allowable costs shall be determined in accordance with the cost principles applicable to the entity incurring the costs. All costs charged to the Agreement, including costs for direct and indirect services, must comply with the applicable Federal cost principles. Allowable costs incurred by State and local governments is determined in accordance with the provisions of OMB Circular A-87 "Cost Principles for State and Local Governments." Allowable costs incurred by nonprofit organizations is determined in accordance with the provisions of OMB Circular A-122 "Cost Principles for Nonprofit Organizations" and allowable cost standards as outlined in CFR 45 Part 74 and 45 part 92 as applicable.
- (3) In the event that Recipient utilizes equipment, space, personnel or activities or services provided for under this Agreement to provide services to third parties outside the scope of this Agreement, and the cumulative value of such use is projected to, or actually, exceeds \$1,000.00 per year, Recipient shall notify DHS in writing no less than thirty (30) calendar days prior to such use to determine the action to be taken. The approval of the use and disposition of the earned income shall be determined on a case-by-case basis.
- (4) Recipient is liable for any damage, including wear-and-tear, to equipment or space provided for under this Agreement when such damage results from Recipient's utilization of the equipment or space to provide services to third parties outside the scope of this Agreement.

- (5) Indirect costs associated with the administration of the Management Component shall be limited to those reasonable and necessary expenses required to provide the services described herein. Recipient is required to describe the methodology used to calculate the indirect costs. Recipient shall establish, maintain and utilize written procurement procedures. These procedures shall comply with “Allowable Costs” criteria, requirements of this Agreement, and organizational standards.
- c. Allowable Costs Associated with this Agreement:
- (1) Salaries.
 - (2) Benefits.
 - (3) Travel/ Transportation.
 - (4) Substitute Teacher expenses.
 - (5) Teen Leader Training costs.
 - (6) Teacher, Adult Instructor, Classroom Facilitator Training costs.
 - (7) Classroom and program participation incentive items.
 - (8) Classroom handouts and materials not provided by DHS.
 - (9) Other program support requested in writing and approved by DHS.

(Remainder of page intentionally left blank)

DOCUMENT RETURN STATEMENT

Please complete the following statement and return with the completed signature page and the Contractor Data and Certification page and/or Contractor Tax Identification Information (CTII) form, if applicable.

If you have any questions or find errors in the above referenced Document, please contact the contract specialist.

Document number: 157106-4 , hereinafter referred to as "Document."

I, SETH CRAWFORD COUNTY JUDGE
Name Title

received a copy of the above referenced Document, between the State of Oregon, acting by and through the Department of Human Services, the Oregon Health Authority, and

CROOK COUNTY, OREGON by email.

Contractor's name

On JUNE 3, 2020 ,
Date

I signed the electronically transmitted Document without change. I am returning the completed signature page, Contractor Data and Certification page and/or Contractor Tax Identification Information (CTII) form, if applicable, with this Document Return Statement.

Authorizing signature

6.3.2020

Date

Please attach this completed form with your signed document(s) and return to the contract specialist via email.

Crook County Legal Counsel

Mailing: 300 NE Third St., Rm 10, Prineville, OR 97754 • Phone: 541-416-3919
Physical: 267 NE 2nd St., Ste 200, Prineville, OR 97754 • Fax: 541-447-6705



MEMO

TO: Crook County Court

FROM: Crook County Legal Counsel's Office

DATE: May 15, 2020

RE: *Yamhill County Agreement re Housing Juvenile Offenders*
Our File No.: Juvenile 34

The attached Amendment 2 is to continue the existing agreement between Crook and Yamhill Counties for an additional year. Under the agreement, Yamhill assists Crook with housing of juvenile offenders when Crook County space is not available. The cost remains at \$158 per bed per day, and is only incurred if Crook County sends a youth to Yamhill.

The original agreement gives Yamhill the discretion to refuse to accept an individual based on its own projected bed needs, and/or where it reasonably believes that the placement does not conform to law. It also authorizes Yamhill to seek emergency medical services for Crook County youths with the costs for such being reimbursed by Crook County.

Yamhill County Counsel has approved of the Amendment 2, but has requested that the Crook County Court sign first. Juvenile Director Debra Patterson recommends approval.

Please place this memo and the attached document(s) on the Wednesday, June 3, 2020 County Court Agenda as a CONSENT ITEM, for approval and signatures.

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**AMENDMENT 2 TO AGREEMENT
FOR HOUSING OF JUVENILE OFFENDERS
Yamhill County / Crook County**

This Amendment 2 is made by and between Yamhill County, a political subdivision of the State of Oregon ("Yamhill"), and Crook County, a political subdivision of the State of Oregon ("Crook"), each acting through its duly elected Board of Commissioners/County Court and Juvenile Directors.

RECITALS

WHEREAS, on July 1, 2018, Crook entered into an Agreement for Housing of Juvenile Offenders ("Agreement") with Yamhill, with the original term running until June 30, 2019; and

WHEREAS, on or about June 5, 2019, the parties entered into Amendment No. 1 to Agreement for Housing of Juvenile Offenders, wherein the term of the Agreement was extended from June 30, 2019 to June 30, 2020; and

WHEREAS, both parties wish to further extend the Agreement.

IN CONSIDERATION of the matters described above, and of the mutual benefits and obligations set forth in the Agreement, the parties agree as follows:

AGREEMENT

1. The parties hereby extend the Agreement for an additional year to June 30, 2021, unless terminated sooner pursuant to the terms of the Agreement.
2. This Amendment may be executed in one or more counterparts, including electronically transmitted counterparts, which when taken together shall constitute one in the same instrument. Facsimiles and electronic transmittals of the signed document shall be binding as though they were an original of such signed document.
3. In all other respects the Agreement shall remain in full force and effect.

DATED this ____ day of June 2020.

YAMHILL COUNTY

CROOK COUNTY

Printed Name: _____
Its: _____

Seth Crawford, County Judge

Printed Name: _____
Its: _____

Jerry Brummer, County Commissioner

Printed Name: _____
Its: _____

Brian Barney, County Commissioner

Crook County Legal Counsel

Mailing: 300 NE Third St., Rm 10, Prineville, OR 97754 • Phone: 541-416-3919
Physical: 267 NE 2nd St., Ste 200, Prineville, OR 97754 • Fax: 541-447-6705



MEMO

TO: Crook County Court

FROM: Crook County Counsel's Office

DATE: May 19, 2020

RE: *Anderson Perry - On Call Engineering Amendment to Extend*
Our File No.: Road 291(A)

Attached is Amendment 2 to Professional Services Contract with Anderson Perry and Associates Inc. for On Call Engineering Services for the County. The Amendment will extend the contract's duration for another year.

Anderson Perry has signed the Amendment and Road Master Bob O'Neal recommends the extension.

Please place this memo and the attached document(s) on the Wednesday, June 3, 2020 County Court Agenda as a CONSENT ITEM, for approval and signatures.

5

AMENDMENT 2
To Professional Services Contract

This Amendment 2 is entered into by Anderson Perry and Associates, Inc., an Oregon corporation (hereinafter "Contractor"), and Crook County, a political subdivision of the State of Oregon (hereinafter "County"); collectively, Contractor and County may be referred to as "the Parties."

RECITALS

- A. WHEREAS, Contractor and County are parties to that certain Professional Services Contract (hereinafter "the Agreement") effective May 15, 2018 and through May 31, 2019, for the provision of on-call engineering and planning consulting services; and
- B. WHEREAS, the Agreement was extended by Amendment 1 through June 30, 2020; and
- C. WHEREAS, the Agreement is set to expire on its own terms on June 30, 2020; and
- C. WHEREAS, the Parties wish to continue the terms of the Agreement as modified by this Amendment 2.

AGREEMENT

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

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

Section Two: The duration of the Agreement is extended to June 30, 2021, unless sooner terminated according to its terms.

Section Three: Except as amended by this Amendment 2, all other terms of the Agreement remain in full force and effect.

IN WITNESS WHEREOF, Contractor and County have executed this Amendment 2 effective on June 30, 2020, or the date when signed by both Parties, whichever occurs first.

FOR CONTRACTOR:

Anderson Perry & Associates, Inc.



Brad Baird, President

Date: 05-18-2020

FOR COUNTY:


Crook County Court


Seth Crawford, Judge

Date: 6-3-20


Jerry Brummer, Commissioner

Date: 6-3-20


Brian Barney, Commissioner

Date: 6-3-20

Crook County Legal Counsel

Mailing Address: 300 NE Third St., Rm 10, Prineville, OR 97754 • Phone: 541-416-3919
Physical Address: 267 NE 2nd St., Ste 200, Prineville, OR 97754 • Fax: 541-447-6705



MEMO

TO: Crook County Court

FROM: Crook County Legal Counsel's Office

DATE: May 19, 2020

RE: *Amendment 5 to Service Contract with Dave's Towing*
Amendment 5 to Service Contract with Active Towing
Amendment 4 to Service Contract with STAR Towing
Our File No.: Sheriff 95(K)(i)

The County has contracts with three towing companies that are solicited for towing services on a rotational basis by the Sheriff's Department.

The attached Amendments extend the services with STAR Towing, Dave's Towing, and Active Towing for an additional year. Sheriff John Gautney has approved the renewals they are now ready for the Court's signatures.

Please place this memo and the attached document(s) on the Wednesday, June 3, 2020 County Court Agenda as a CONSENT ITEM, for approval and signatures.

AMENDMENT NO. 5 TO SERVICE CONTRACT
(Dave's Towing)

This Amendment No. 5 is entered into by Dave's Towing, LLC, an Oregon limited liability company (hereinafter "Contractor"), and Crook County, a political subdivision of the State of Oregon (hereinafter "County"). Collectively, County and Contractor may be referred to as the "Parties" or individually as a "Party."

RECITALS

WHEREAS, Contractor and County are Parties to that certain Service Contract (hereinafter "the Contract") effective July 1, 2015, for the provision of towing and vehicle storage services; and

WHEREAS, the Contract has previously been modified by Amendments No. 1, 2, 3, and 4 and expires at 11:59 p.m. on June 30, 2020, unless terminated sooner according to the provisions of the Contract; and

WHEREAS, paragraph 27 of the Contract provides that the Contract may not be waived, altered, modified, supplemented, or amended in any manner except by written instrument signed by both Parties; and

WHEREAS, the Parties now desire to extend the term of the Contract so that the Contract expires at 11:59 p.m. on June 30, 2021, unless terminated sooner according to the provisions of the Contract.

AGREEMENT

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

1. The recitals listed above are incorporated herein by reference. This Amendment No. 5 becomes effective when it is signed by both Parties.
2. The parties hereby extend the Contract from 11:59 p.m. on June 30, 2020, to 11:59 p.m. on June 30, 2021, unless terminated sooner according to the provisions of the Contract.
3. This Amendment No. 5 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 there were an original of such signed document.

4. Except as modified by this Amendment No. 5, the Contract as previously modified by the prior Amendments remains in full force and effect.

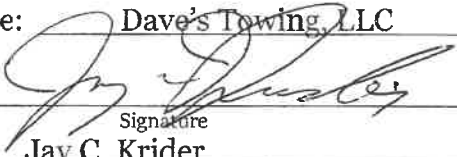
CONTRACTOR

CROOK COUNTY COURT

Business

Name: Dave's Towing, LLC

Seth Crawford, County Judge

By: 
Signature
Jay C. Krider
Print Name

Jerry Brummer, County Commissioner

Date May 13, 2020

Brian Barney, County Commissioner

Date: 6-3-20

AMENDMENT NO. 5 TO SERVICE CONTRACT
(Active Towing)

This Amendment No. 5 is entered into by Active Towing LLC, an Oregon limited liability company (hereinafter "Contractor"), and Crook County, a political subdivision of the State of Oregon (hereinafter "County"). Collectively, County and Contractor may be referred to as the "Parties" or individually as a "Party."

RECITALS

WHEREAS, Contractor and County are Parties to that certain Service Contract (hereinafter "the Contract") effective July 1, 2015, for the provision of towing and vehicle storage services; and

WHEREAS, the Contract has previously been modified by Amendments No. 1, 2, 3, and 4 and expires at 11:59 p.m. on June 30, 2020, unless terminated sooner according to the provisions of the Contract; and

WHEREAS, paragraph 27 of the Contract provides that the Contract may not be waived, altered, modified, supplemented, or amended in any manner except by written instrument signed by both Parties; and

WHEREAS, the Parties now desire to extend the term of the Contract so that the Contract expires at 11:59 p.m. on June 30, 2021, unless terminated sooner according to the provisions of the Contract.

AGREEMENT

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

1. The recitals listed above are incorporated herein by reference. This Amendment No. 5 becomes effective when it is signed by both Parties.
2. The parties hereby extend the Contract from 11:59 p.m. on June 30, 2020, to 11:59 p.m. on June 30, 2021, unless terminated sooner according to the provisions of the Contract.
3. This Amendment No. 5 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 there were an original of such signed document.

4. Except as modified by this Amendment No. 5, the Contract as previously modified by the prior Amendments remains in full force and effect.

CONTRACTOR

CROOK COUNTY COURT

Business

Name: Active Towing LLC

Seth Crawford, County Judge

By: 

Jerry Brummer, County Commissioner

Signature
Jay C. Krider
Print Name

Date: May 13, 2020

Brian Barney, County Commissioner

Date: 6-3-20

AMENDMENT NO. 4 TO SERVICE CONTRACT
(S.T.A.R. Towing)

This Amendment No. 4 is entered into by Steves Towing and Recycling, LLC, f/k/a Steves Towing and Repair, LLC, an Oregon limited liability company (hereinafter "Contractor"), and Crook County, a political subdivision of the State of Oregon (hereinafter "County"). Collectively, County and Contractor may be referred to as the "Parties" or individually as a "Party."

RECITALS

WHEREAS, Contractor and County are Parties to that certain Service Contract (hereinafter "the Contract") effective July 1, 2015, for the provision of towing and vehicle storage services; and

WHEREAS, the Contract has previously been modified by Amendments No. 1, 2, and 3, and expires at 11:59 p.m. on June 30, 2020, unless terminated sooner according to the provisions of the Contract; and

WHEREAS, paragraph 27 of the Contract provides that the Contract may not be waived, altered, modified, supplemented, or amended in any manner except by written instrument signed by both Parties; and

WHEREAS, the Parties now desire to extend the term of the Contract so that the Contract expires at 11:59 p.m. on June 30, 2021, unless terminated sooner according to the provisions of the Contract.

AGREEMENT

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

1. The recitals listed above are incorporated herein by reference. This Amendment No. 4 becomes effective when it is signed by both Parties.
2. The parties hereby extend the Contract from 11:59 p.m. on June 30, 2020, to 11:59 p.m. on June 30, 2021, unless terminated sooner according to the provisions of the Contract.
3. This Amendment No. 4 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 there were an original of such signed document.

4. Except as modified by this Amendment No. 4, the Contract as previously modified by the prior Amendments remains in full force and effect.

CONTRACTOR

CROOK COUNTY COURT

Business

Name: Steves Towing and Recycling, LLC

Seth Crawford, County Judge

By:



Jerry Brummer, County Commissioner

Signature

Steve K Benson

Print Name

Brian Barney, County Commissioner

Date

05-05-2020

Date:

6-3-20

AMENDMENT 3
To Professional Services Contract

This Amendment 3 is entered into by Laurie E. Craghead, Attorney At Law, an individual (hereinafter "Contractor"), and Crook County, a political subdivision of the State of Oregon (hereinafter "County").

RECITALS

WHEREAS, Contractor and County are parties to that certain Professional Services Contract (hereinafter "the Agreement") effective December 20, 2017, for the provision of hearing officer services related to Environmental Health citations; and

WHEREAS, the Agreement has been extended by Amendments 1 and 2; and

WHEREAS, the Agreement is set to expire on June 30, 2020; and

WHEREAS, the parties wish to continue the terms of the Agreement as modified by this Amendment 3.

AGREEMENT

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

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

Section Two: The duration of the Agreement is extended to June 30, 2021, unless sooner terminated according to its terms.

Section Three: Except as amended by this Amendment 3, all other terms of the Agreement remain in full force and effect.

IN WITNESS WHEREOF, Contractor and County have executed this Amendment 3 effective on July 1, 2020.

CONTRACTOR

Laurie E. Craghead
Laurie Craghead, Attorney at Law

Date: May 26, 2020

COUNTY

Seth Crawford, County Judge

Jerry Brummer, County Commissioner

Brian Barney, County Commissioner

Date: 6-3-20

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OUTLAY REPORT AND REQUEST FOR REIMBURSEMENT FOR CONSTRUCTION PROGRAMS	1. TYPE OF REQUEST <input checked="" type="checkbox"/> FINAL <input type="checkbox"/> PARTIAL	2. BASIS OF REQUEST <input checked="" type="checkbox"/> CASH <input type="checkbox"/> ACCRUAL
--	---	---

3. FEDERAL SPONSORING AGENCY AND ORGANIZATIONAL ELEMENT TO WHICH THIS REPORT IS SUBMITTED Federal Aviation Administration	4. FEDERAL GRANT OR OTHER IDENTIFYING NUMBER ASSIGNED BY FEDERAL AGENCY 3-41-0051-014-2018
--	---

5. PARTIAL PAYMENT REQUEST NUMBER FOR THIS REQUEST	6. EMPLOYER IDENTIFICATION NUMBER 93-600xxxx	7. FINANCIAL ASSISTANCE IDENTIFICATION NUMBER
--	---	---

8. **PERIOD COVERED BY THIS REQUEST**
From: 09/06/2018 To: 04/21/2020

9. **RECIPIENT ORGANIZATION**

Name: Crook County

Street1: 4585 SW Airport Rd.

Street2:

City: Prineville

County: Crook

State: OR: Oregon

Province:

Country: USA: UNITED STATES

ZIP / Postal Code: 97754-9399

10. **PAYEE (Where check is to be sent if different than item 9)**

Name:

Street1:

Street2:

City:

County:

State:

Province:

Country:

ZIP / Postal Code:

8

11.

STATUS OF FUNDS

CLASSIFICATION	PROGRAMS	FUNCTIONS	ACTIVITIES	TOTAL
	(a) Construct general aviation apron (design and construction)	(b)	(c)	
a. Administrative expense	\$ 7,633.31	\$	\$	\$ 7,633.31
b. Preliminary expense				
c. Land, structures, right-of-way				
d. Architectural engineering basic fees	189,007.84			189,007.84
e. Other architectural engineering fees				
f. Project inspection fees	111,039.28			111,039.28
g. Land development				
h. Relocation expense				
i. Relocation payments to individuals and businesses				
j. Demolition and removal				
k. Construction and project improvement cost	651,392.40			651,392.40
l. Equipment				
m. Miscellaneous cost				
n. Total cumulative to date (sum of lines a thru m)	959,072.83			959,072.83
o. Deductions for program income				
p. Net cumulative to date (line n minus line o)	959,072.83			959,072.83
q. Federal share to date	863,165.00			863,165.00
r. Rehabilitation grants (100% reimbursement)				
s. Total Federal share (sum of lines q and r)	863,165.00			863,165.00
t. Federal payments previously requested	863,165.00			863,165.00
u. Amount requested for reimbursement	\$ 0.00	\$	\$	\$ 0.00
v. Percentage of physical completion of project	100.00 %	%	%	100.00 %

12. CERTIFICATION

I certify that to the best of my knowledge and belief the billed costs or disbursements are in accordance with the terms of the project and that the reimbursement represents the Federal share due which has not been previously requested and that an inspection has been performed and all work is in accordance with the terms of the award.

a. RECIPIENT

SIGNATURE OF AUTHORIZED CERTIFYING OFFICIAL	DATE REPORT SUBMITTED
<input type="text"/>	04/21/2020

TYPED OR PRINTED NAME AND TITLE

Prefix: First Name: Middle Name:
Last Name: Suffix:
Title:

TELEPHONE (Area code, number, and extension)

b. REPRESENTATIVE CERTIFYING TO LINE 11V

SIGNATURE OF AUTHORIZED CERTIFYING OFFICIAL	DATE SIGNED
<input type="text"/>	04/21/2020

TYPED OR PRINTED NAME AND TITLE

Prefix: First Name: Middle Name:
Last Name: Suffix:
Title:

TELEPHONE (Area code, number, and extension)

Federal Financial Report

(Follow form Instructions)

OMB Number: 4040-0014
Expiration Date: 01/31/2019

1. Federal Agency and Organizational Element to Which Report is Submitted Federal Aviation Administration		2. Federal Grant or Other Identifying Number Assigned by Federal Agency (To report multiple grants, use FFR Attachment) 3-41-0051-014-2018	
3. Recipient Organization (Name and complete address including Zip code) Recipient Organization Name: Crook County Street1: 4585 SW Airport Road Street2: City: Prineville County: Crook State: OR: Oregon Province: Country: USA: UNITED STATES ZIP / Postal Code: 97754-9399			
4a. DUNS Number 827172391	4b. EIN 93-600xxxx	5. Recipient Account Number or Identifying Number (To report multiple grants, use FFR Attachment) 	
6. Report Type <input type="checkbox"/> Quarterly <input type="checkbox"/> Semi-Annual <input type="checkbox"/> Annual <input checked="" type="checkbox"/> Final	7. Basis of Accounting <input checked="" type="checkbox"/> Cash <input type="checkbox"/> Accrual	8. Project/Grant Period From: 09/06/2018 To: 04/21/2020	9. Reporting Period End Date 04/21/2020
10. Transactions (Use lines a-c for single or multiple grant reporting)			Cumulative
Federal Cash (To report multiple grants, also use FFR attachment):			
a. Cash Receipts			863,165.00
b. Cash Disbursements			863,165.00
c. Cash on Hand (line a minus b)			0.00
(Use lines d-o for single grant reporting)			
Federal Expenditures and Unobligated Balance:			
d. Total Federal funds authorized			0.00
e. Federal share of expenditures			0.00
f. Federal share of unliquidated obligations			0.00
g. Total Federal share (sum of lines e and f)			0.00
h. Unobligated balance of Federal Funds (line d minus g)			0.00
Recipient Share:			
i. Total recipient share required			0.00
j. Recipient share of expenditures			0.00
k. Remaining recipient share to be provided (line i minus j)			0.00
Program Income:			
l. Total Federal program income earned			0.00
m. Program Income expended in accordance with the deduction alternative			0.00
n. Program Income expended in accordance with the addition alternative			0.00
o. Unexpended program income (line l minus line m or line n)			0.00

11. Indirect Expense						
a. Type	b. Rate	c. Period From	Period To	d. Base	e. Amount Charged	f. Federal Share
		09/06/2018	04/21/2020			
g. Totals:						
12. Remarks: Attach any explanations deemed necessary or information required by Federal sponsoring agency in compliance with governing legislation:						
<input type="text"/> <input type="button" value="Add Attachment"/> <input type="button" value="Delete Attachment"/> <input type="button" value="View Attachment"/>						
13. Certification: By signing this report, I certify that it is true, complete, and accurate to the best of my knowledge. I am aware that any false, fictitious, or fraudulent information may subject me to criminal, civil or administrative penalties. (U.S. Code, Title 18, section 1001)						
a. Name and Title of Authorized Certifying Official						
Prefix:	<input type="text"/>	First Name:	Seth	Middle Name:	<input type="text"/>	
Last Name:	Crawford			Suffix:	<input type="text"/>	
Title:	County Judge					
b. Signature of Authorized Certifying Official				c. Telephone (Area code, number and extension)		
<input type="text"/>				541-447-6672		
d. Email Address				e. Date Report Submitted	14. Agency use only:	
seth.crawford@co.crook.or.us				6-2-20		

9

First Reading 6-3-20

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

AN ORDINANCE AMENDING CHAPTER 3.08
REGARDING EXPEDITED FORECLOSURE
PROTECTION PROCEDURES

ORDINANCE 320

WHEREAS, Crook County, by virtue of state property tax laws, has been made responsible for the administration of the real property tax collection process; and

WHEREAS, the responsibility to act as a good faith steward of the public's rights and properties has been placed on the County; and

WHEREAS, the real property foreclosure process affords owners with multiple opportunities to prevent properties from entering into foreclosure for nonpayment of taxes and, in the event of a foreclosure, to redeem the property; and

WHEREAS, there may be circumstances when the owner or occupant of a property does not maintain the value thereof, posing a risk to the public that any value will deteriorate prior to the conclusion of the foreclosure or redemption process; and

WHEREAS, State law allows the County to consider whether to accelerate the foreclosure process where the property is subjected to waste, has been abandoned, or has not occupied by the former owner or any party in interest for a period of six consecutive months, and the property has suffered a substantial depreciation or will suffer a substantial depreciation in value; and

WHEREAS, the Crook County Court adopts the following protections for real property owners, to ensure that such accelerations are not used arbitrarily or capriciously, or to wrongfully deprive residents of their real property.

NOW, THEREFORE, the Crook County Court ordains as follows:

Section One: Section 3.08.010 is deleted in its entirety.

Section Two: Chapter 3.08 is amended to read as follows:

3.08.11 - Title.

9

This chapter shall be known as the "Crook County Reduced Redemption Period Ordinance."

3.08.12 - Definitions.

For the purpose of this chapter, the following definitions shall apply unless the context requires otherwise:

- A. "Abandonment" means property that is not occupied by the former owner or any interested party for a period of six consecutive months, and the property has suffered a substantial depreciation in value or will suffer a substantial depreciation in value if not occupied.
- B. "Court" means the of county commissioners as the governing body of Crook County, Oregon.
- C. "County" means Crook County, Oregon.
- D. "Department" means the Crook County departments of assessment and taxation.
- F. "Foreclosed property" means real property that Crook County has obtained judgment for delinquent taxes pursuant to ORS 312.090.
- F. "Former owner" means the person or entity who appears in the records of Crook County and who, by a general judgment issued by a circuit court pursuant to the foreclosure process foreclosing delinquent taxes under ORS 312.100, sold property to Crook County for the amount of the delinquent taxes and interest stated in the general judgment. "Former owner" includes any person or entity rightfully in possession of the property, and any person or entity acting under the permission or control of such former owner.
- G. "Interested party" means any person or entity that appears in the records of Crook County to have a lien or other interest in the property for a period of six consecutive months.
- H. "Owner" means Crook County for all properties listed in a general judgment that has been issued by the Crook County Circuit Court in a proceeding to foreclose delinquent taxes under ORS Chapter 312.
- I. "Parties" when used in the context of the public hearing provided for in this chapter means Crook County and any person or entity entitled to notice of that public hearing.
- J. "Property" means any real property including improvements that are affixed, incidental or appurtenant to land, including but not limited to any premises, room, house, building or structure or any separate part or portion thereof, except mobile homes not owned by the former owner, which is listed in a general judgment executed

by the Crook County Circuit Court in a proceeding to foreclose delinquent taxes under ORS Chapter 312.

K. "Records of the county" has that meaning given in ORS 312.125(7).

L. "Redemption period" means the two-year period described in ORS 312.120.

M. "Tax collector" means the person or officer who by law is charged with the duty of collecting taxes assessed upon real property in Crook County, Oregon, including the Crook County Assessor and Treasurer, or his or her designee.

N. "Waste" means the destruction, material alteration or deterioration of land or improvements thereon, resulting in or threatening to result in substantial loss of value to the property, whether caused directly by the former owner or permitted to be done by others through failure of the former owner to supervise such property.

3.08.13 - Authority.

Pursuant to ORS 312.122, the county may by ordinance provide the means to reduce the redemption period to accelerate the conveyance of the deed under ORS 312.200 from the county tax collector to the county any real property sold to the county under ORS 312.100 after the expiration of the 30-day period provided in ORS 312.122(2)(c) if:

The property is subjected to waste which results in a forfeiture to the county of the former owner's right to possession of the property during the redemption period under ORS 312.180;

B. The property is not occupied by the former owner or any interested party for a period of six consecutive months, due to either the death of any owner or interested party, or the inability, despite diligent efforts, to locate such person, and the property has suffered a substantial depreciation or will suffer a substantial depreciation in value if not occupied;

3.08.14 - Hearing—Required.

A. If property is believed to be subjected to waste or abandonment, the county shall set a hearing to determine whether the property should be deeded to the county on an accelerated schedule.

B. The former owner and any interested party shall be given an opportunity to be heard at the hearing.

3.08.15 - Hearing—Required notice.

A. Not less than thirty days prior to the hearing the county shall notify the former owner and any interested party. The notice shall contain:

1. The date, time, and place of the hearing;
2. The date of the judgment entered pursuant to ORS 312.090;
3. The normal date of expiration of the redemption period under ORS 312.120;
4. Warning that if the county determines that the property is subjected to waste or abandonment, the property will be deeded to the county immediately after the expiration of thirty days from the date of such determination and all rights and interests are forfeited forever, unless it is sooner redeemed by the former owner or any interested party;
5. A legal description of the property and a tax account number; and
6. The name of the former owner as it appears on the latest tax roll.

B. The required notice shall be given by both certified mail and by regular first-class mail. The County may, but is not required to, provide any additional notice as it deems appropriate, including posting notice at the subject property.

C. If the required notice is to be given to the former owner, the notice shall be addressed to the former owner or owners, as reflected in the county records of deeds, at the true and correct address of the former owner as appearing on the instrument of conveyance under ORS 93.260 or as furnished under ORS 311.555 or as otherwise ascertained by the tax collector pursuant to ORS 311.560.

D. If the person or entity to whom the notice is required to be given is a lienholder, or person or entity other than the former owner, having or appearing to have a lien or other interest in the property, the notice shall be addressed to the lienholder, person or entity at the address that the county knows or after reasonable inquiry has reason to believe to be the address at which the lienholder, person or entity will most likely receive actual notice.

E. If the lienholder is a corporation or a limited partnership, the county shall be considered to have made reasonable inquiry if the notice is mailed to the registered agent or last registered office of the corporation or limited partnership, if any, as shown by the records on file in the office of corporations division of the secretary of state's office, or if the corporation or limited partnership is not authorized to transact business in this state, to the principal office or place of business of the corporation or limited partnership.

3.08.16 - Hearing—Procedures.

The hearing shall be conducted in a manner calculated to permit a full opportunity for interested parties to receive, present, and challenge all relevant evidence, but shall not be required to follow formal statutory rules of evidence or civil procedure.

A. Receipt of testimony and other evidence:

1. After the Court opens the public hearing, a representative of the department shall present oral and/or written testimony and any other evidence demonstrating why the department believes that the property is subjected to waste or abandonment and should be deeded to the county.
2. Following testimony by the department, the Court shall allow any person or entity entitled to notice to present oral and/or written testimony or any other evidence regarding whether the property is subjected to waste or abandonment.
3. All parties shall be allowed the opportunity to respond to any testimony presented in opposition with the department having the final opportunity to respond.

B. Deliberation:

1. The Court shall close the hearing after hearing from all parties and shall deliberate to come to a decision.
2. The Court shall memorialize the decision in a written order.

3.08.17 - Decision.

A. If the Court determines, after the hearing provided for by this chapter, that either waste has been committed on the property resulting in a forfeiture of the former owner's right to possession of the property during the redemption period, or that the property is subjected to abandonment, the Court shall adopt a written order so finding.

B. The written order shall also include the following:

1. Provide that any rights of possession the former owner or interested party may have in the property are forfeited;
2. Direct the property be deeded to the county by the tax collector after expiration of the thirty-day period from the date of the Court's decision unless it is sooner redeemed by the former owner or any interested party.

C. Pursuant to ORS 312.122(2)(c), all rights of redemption with respect to the property described in the deed shall terminate on the execution of the deed to the county.

D. If the Court determines, after the hearing provided for by this chapter, that neither waste nor abandonment has occurred on or regarding the property during the redemption period, the Court shall adopt a written order so finding.

E. A copy of the written order shall be recorded in the deed records of Crook County.

F. A copy of the written order shall be mailed by first-class mail to the former owner and any interested party requesting a copy of the written order.

3.08.18 - Appeal of decision.

Review of the Court's decision shall be by writ of review, pursuant to ORS 34.010.

Section Three: If any portion of this Ordinance 317 is found by a court of competent jurisdiction to be invalid, all other portions of this Ordinance will remain in full force and effect.

First Reading: _____, 2020

Second Reading: _____, 2020

DATED this _____ day of _____, 2020.

CROOK COUNTY COURT

Judge Seth Crawford

Commissioner Jerry Brummer

Commissioner Brian Barney

Vote:	Aye	Nay	Abstain	Excused
Seth Crawford	_____	_____	_____	_____
Jerry Brummer	_____	_____	_____	_____
Brian Barney	_____	_____	_____	_____

Memo



To: County Court
From: Buzzy Nielsen, Director of Library Services *Buz*
cc: Eric Blaine, John Eisler
Date: May 27, 2020
Re: Children's Room shelving

I request approval of a bid from Spacesaver Specialists, Inc., of Tualatin, Oregon, for \$21,407 for new shelving, tops, and end panels for the children's library. This purchase is part of the third and final phase of our multi-year children's library renovation, trying to make the space more safe and inviting.

We're planning to replace the current tall (60") shelving that currently holds the children's fiction and nonfiction sections and replace it with 42" shelving, which is more standard for children's libraries and matches the height of the shelving that holds our picture books. The photos below show the height difference between the new and old shelves. Shortening the shelving will dramatically improve sightlines in the room, particularly helpful for parents who have especially mobile children. Staff will also be able to keep a better eye on the room. Patrons will also be able to better see the graphic novels, movies, audiobooks, and magazines on the back wall, which currently are obscured by the tall shelving. The shorter shelves, with books at the children's height, will also encourage more interaction with the books. We'll retain the same amount of linear feet of shelving by slightly bumping out the rows of shelving.



Tall shelving



Short shelving

The shortened shelves require purchase of new shelving frames and end panels. Fortunately, we'll be able to reuse the existing shelving itself. Unfortunately, though, the shelving tops we currently use are no longer produced. We've chosen a new, more attractive design (see right) that better matches the "whimsical" theme we're seeking for the children's library and goes particularly well with the carpet.



4919-60 TFL
BLUE AGAVE

We received two quotes for the shelving and tops, which must be custom made, one from Spacesaver Specialists for \$21,407 and the other from Technical Furniture Systems (Estey) for \$13,115.60. We also sought quotes from Bradford Shelving Systems and BCI but did not receive responses.

While there is a significant price difference, I recommend approving the quotes from Spacesaver Specialists. Spacesaver is the company that originally installed the library's shelving in 1999. Their shelving quality is well known and used nearly universally in libraries throughout Oregon. We have already worked with Spacesaver on several subsequent projects, with great success. They're also able to give precise matches to our current shelving design. While Estey is able to match portions of our existing shelving, they're not able to exactly match the color and grain of our existing shelves. These differences will be noticeable to the public should we purchase Estey's product.

This purchase will be predominantly paid with donations from the Friends of the Crook County Library. Therefore, \$19,000 of the cost will come from the library's Grants/Donations project, with the remainder coming from our General Fund minor equipment line item.

RE: Panels

jim_mccord@storageplanning.com <jim_mccord@storageplanning.com>

Tue 4/28/2020 8:20 AM

To: Buzzy Nielsen <Bnielsen@crooklib.org>

Cc: Tom Potsklan <Tom_potsklan@storageplanning.com>

Good Morning Buzzy,

I have the different cost here.

Original order included:

8 – End slat wall panels 24 ½" x 42"

4 – Tops 24 ½" x 38"

Needed to add:

4 – Tops 24 ½" x 38"

8 – Tops 24 ½" x 36"

Added cost of \$ 4,083.00 to original \$ 7,569.00 for a total of \$ 11,652.00.

Tops to replace existing per the list below:

\$ 9,755.00 if delivered at same time as above.

Above costs do not include any installation.

Let me know,

Jim McCord

9730 SW HERMAN ROAD · TUALATIN, OR 97062

503-612-2602 PH · 503-612-2614 FAX · 1-800-456-2066

WWW.STORAGEPLANNING.COM

Spacesaver 
Specialists, Inc.

ONE SOURCE · MANY SOLUTIONS...because your space matters !!

From: Buzzy Nielsen <Bnielsen@crooklib.org>

Sent: Friday, April 24, 2020 9:41 AM

To: jim_mccord@storageplanning.com

Cc: Tom Potsklan <tom_potsklan@storageplanning.com>

Subject: Re: Panels

Hey Jim,

Yes, these measurements look correct. Also, assuming we can reuse existing hardware that attaches the tops to the frames, we should only need hardware for four of the ends. On the tall shelves we're replacing, the tops are all middles (24 ½" x 36"). Can we use the same hardware we use for those to connect the 24 ½" x 38" tops that go over the end panels? If the answer is yes, we definitely only need hardware for four of the tops.

Also, since we're replacing with a different color, could we please get a separate quote, to be paid separately, on replacing some of our existing tops on the shelves we're not modifying? Here are the numbers:

- 24 ½" x 38" - 10
- 24 ½" x 36" - 4
- 13 1/8" x 38" - 5
- 13 1/8" x 36" - 8
- 13 1/8" x 30" - 1
- 13 1/8" x 13 1/8" - 1
- 13 1/8" x 13 1/8" x 5 1/4" x 5 1/4" - 1 (I've attached a photo of this one)

That should be a total of 30 tops of various sizes.

Thank you! Please let me know if you have any more questions.

Cheers!

Buzzy Nielsen, MPP, MSI
Director of Library Services
Crook County Library
175 NW Meadow Lakes Dr.
Prineville, OR 97754
541-447-7978 x314
<http://crooklib.org>
Pronouns: he/him

From: jim_mccord@storageplanning.com <jim_mccord@storageplanning.com>
Sent: Thursday, April 23, 2020 12:26 PM
To: Buzzy Nielsen <Bnielsen@crooklib.org>
Subject: RE: Panels

Do you like the 36' long pieces or would you like 4 long tops?

With short tops you would have 8 pieces 24 ½" x 38" this would cover top on end panel and 8 pieces 24 ½" x 36" for the middle area.

Jim McCord

9730 SW HERMAN ROAD · TUALATIN, OR 97062
503-612-2602 PH · 503-612-2614 FAX 1-800-456-2066
WWW.STORAGEPLANNING.COM

Crook County Library

Bid request/RFP documentation form

Project/service: New shelving for children's room renovation

Date: 5/12

Informal? Yes

Sole source: No **Reason:**

Requests sent

Firm name	Contact	Email	Phone	Address	Proposal sent
BCI		info@bcilibraries.com	877-224-7026		5/12/2020
Bradford Systems			877-726-6308	945 N. Oaklawn Avenue Elmhurst, IL 60126	5/12/2020
Technical Furniture Systems	Deanne Lundquist	deanner.tfsi@frontier.com	888-788-6332	2504 Hartford Drive Lake Stevens, WA 98258	5/12/2020
Spacesaver Specialists	Tom Potsklan	tom_potsklan@storageplanning.com	503-612-2608	9730 SW Herman Rd Tualatin, OR 97062	4/24/2020

Bids/proposals received

Firm name	Date received	Method	Reviewed	Recommended
Spacesaver Specialists	4/28/2020	Email	Yes	Yes
Technical Furniture Systems	5/27/2020	Email	Yes	No