



# **CROOK COUNTY COURT AGENDA**

**Wednesday, June 7, 2023 at 9:00 am**

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

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

## **PUBLIC COMMENT**

## **CONSENT AGENDA**

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

- 1. Approve Minutes**
- 2. Approve Amendment #9 to Agreement w/ The Humane Society of the Ochocos for Animal Custody and Care Services**
- 3. Approve Amendment #15 to IGA #169507 for the Financing of Public Health Services**
- 4. Promotion of Chelsea Watson to Systems Administrator**
- 5. Approve Jeff Hurd as the new Capital Projects Manager - Public Works**
- 6. Approve Nick Lilly as the new Capital Projects Manager - Facilities**
- 7. Quarterly Report for third quarter fiscal year 2023**
- 8. Access to Earned Vacation Pay**
- 9. Half-Step Increase - Anniversary Date**
- 10. Annual cost of living adjustment (COLA) for Crook County Deputy Sheriff's Association (CCDSA) and increase to number of vacation hours available annually for payout**
- 11. Annual cost of living adjustment (COLA) for non-represented and Road Department employees**
- 12. Elected Officials Compensation Committee Recommendation**
- 13. Compensation study – consider scope of services and fees with JB Rewards**
- 14. Tuition Reimbursement Policy**
- 15. Airport Non-Commercial Lease Policy**
- 16. "Purchase" of surplus airport property by the County**

## **DISCUSSION**

17. **Referral of ballot title to County Clerk re: sentiment for Idaho border relocation**  
Requester: John Eisler
18. **Seeking acceptance of grant funds to cover cost of library HVAC**  
Requester: Katie Plumb
19. **Seeking Environmental Health Contract Amendment Approval**  
Requester: Katie Plumb
20. **Consideration of adding June 19 as a County paid holiday**
21. **PUBLIC HEARING: Second reading of Ordinance 339 – Ordinance Amending Chapter 6.04 of the Crook County Code Regarding Animal Control Definitions, Penalties, Enforcement Authority, and Public Nuisance Animals**
22. **PUBLIC HEARING: First reading of Ordinance 341, regarding protection of homeless persons and the community, and declaring an emergency.**
23. **PUBLIC HEARING: Order 2023-27 to Adopting Crook County fiscal year 2023-2024 budget**
24. **PUBLIC HEARING: Order 2023-28 to Adopting Crook County Road Agency fiscal year 2023-2024 budget**
25. **PUBLIC HEARING: Order 2023-29 to Adopting Crook County Historical Fund fiscal year 2023-2024 budget for Bowman Museum**

## **ADMINISTRATOR REPORT**

## **COURT MEMBER UPDATES**

## **EXECUTIVE SESSION**

26. **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**
27. **ORS 192.660(2)(b) To consider the dismissal or disciplining of, or to hear complaints or charges brought against, a public officer, employee, staff member or individual agent who does not request an open hearing.**

## **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 at 203 NE Court Street, in Prineville.

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

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Contact: Seth Crawford (seth.crawford@co.crook.or.us (541) 447-6555) | Agenda published on 06/02/2023 at 10:08 AM

**CROOK COUNTY COURT MINUTES  
OF APRIL 25, 2023 WORK SESSION  
Open Portion**

**Be It Remembered** that the Crook County Court met in a regularly scheduled Work Session on April 25, 2023, at 9:00 a.m. in the Administration Conference room located at 203 NE Court Street, Prineville, Oregon 97754.

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

Absentees: None

Others Present in Person or Via WebEx: Legal Counsels Eric Blaine and John Eisler; Administration Executive Assistant Sarah Puerner; Legal Assistant Lindsay Azevedo; Director Kim Barber; Clerk Cheryl Seely; Assistant Finance Director Christina Haron; Andy Parks; Manager Kim Herber; Commander Bill Elliott; Sheriff John Gautney; Assessor Jon Soliz; Director Sarah Beeler; R. Campbell; Brian Walsh; Ken Nichols, Kelly Coffelt and Tim Deboodt.

**WORK SESSION**

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

Agenda Item #1, Public Comment: None

Agenda Item #2, Consider contract award to High Desert Aggregate and Paving:

Requester: Kelly Coffelt

Details: Kelly Coffelt attended the work session to discuss considering a contract award to High Desert Aggregate and Paving in the amount of \$68,700. The scope of work includes crack sealing, cut, patch and repair of sinking storm drains at five locations in the hangar area, and level and overlay asphalt over old, damaged chip sealed roadway. The project is within the budgeted amount of \$75,000. This will move to May 3<sup>rd</sup> as a consent agenda item.

Agenda Item #3, Update the County Court Administration on the CAFFA Grant application:

Requester: Jon Soliz

Details: Jon Soliz attended the work session to update the County Court Administration on the CAFFA Grant application. The CAFFA Grant is a statewide Grant for County Assessment Function Funding Assistance which the County participates in annually upon application. There is no budgetary cost involved and if the application is approved, the County would receive a grant agreement.

**MOTION** to delegate to any one of the Court members authority to sign the CAFFA grant application. Motion seconded. No discussion. Motion carried 3-0.

Agenda Item #4, Discuss appointments to the Compensation Committee:

Requester: Kim Barber



Details: Kim Barber attended the work session to discuss appointments to the Compensation Committee. The Compensation Committee is formed each year to consider recommendations for the compensation of elected officials in Crook County. All three Court members agree on the appointments of William Anderson, Darla Rhoden, and Liz Schuette. An Order will be created and appointments will be formally approved at the May 3<sup>rd</sup> Court meeting under consent agenda.

Agenda Item #5, Fiscal year 2024 budget calendar update:

Requester: Andy Parks

Details: Andy Parks attended the work session to discuss a fiscal year 2024 budget calendar update. Due to scheduling conflicts, there has been a need to reschedule the budget committee meetings. The upcoming dates will be May 17<sup>th</sup> and May 24<sup>th</sup>. The May 17<sup>th</sup> meeting will be from 10am - 11am, and the museum budget meeting will be from 4pm -5pm. The May 24<sup>th</sup> meeting will be from 9am – 12pm.

Public Comment:

Brian Walsh has decided to pursue another opportunity and is leaving after 19 years. Brian wanted to introduce Ken Nichols, who has been working with Mr. Walsh since July 2020. Mr. Nichols is very familiar with the Prineville Solar Project.

Brian Barney stated that they are going to start releasing water from the reservoir to prevent flooding. Since the declaration of the drought a few weeks ago, water levels have increased and the reservoir is filling up, which is good news for the County.

At 9:15 a.m. the Court read into Executive Session under the following statute(s): ORS 192.660(2)(d) To conduct deliberations with persons designated by the governing body to carry on labor negotiations.

**EXECUTIVE SESSION**

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

There being no further business before the Court, the meeting was **adjourned at 9:53 a.m.**

Respectfully submitted,

**Sarah Puerner**

**CROOK COUNTY COURT MINUTES  
OF MAY 3, 2023 REGULAR MEETING  
Open Portion**

**Be It Remembered** that the Crook County Court met in a Regular Court meeting on May 3, 2023, at 9:00 a.m. in the County meeting room located at 320 NE Court Street, Prineville, Oregon 97754.

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

Absentees: None

Others Present in Person or Via Zoom: Legal Counsels Eric Blaine and John Eisler; Administration Executive Assistant Sarah Puerner; Andy Parks; Health and Human Services Director Katie Plumb; Road Superintendent James Staniford; Library Operations Manager Cindy York; Assistant Library Director Sean Briscoe; Director Kim Barber; Legal Assistant Lindsay Azevedo; Assessor Jon Soliz; Tim Deboodt; Russ Deboodt; Manager Kim Herber; Sheriff John Gautney; Chief Administrative Deputy Stephanie Wilson; Commander Bill Elliott; Janet Yu; Amber Heiberger; Kaila Rhoden; Kim Bales; Renee Parrott; Jennifer Fischer; Jason Chaney; Kelsey Lucas; Mike Warren and members of the public.

**REGULAR SESSION**

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

Public Comment: None

Consent Agenda:

- 1) Approve Minutes
- 2) Approve Amendment #4 to Inmate Health Care Contract with Dr. Doug Gruzd
- 3) Approve Extension #2 to PSC with Christina Deller-Storo for Pharmacy Inspections & Consulting
- 4) Approve Amendment 1 to CMHP Agreement Services Subcontract with BestCare
- 5) Approve IGA Establishing a Funding Mechanism for Costs Related to Services and Duties of an Assistant Watermaster for Crook County
- 6) Approve Personnel Action Form for James Staniford
- 7) Approve Order 2023-20 Appointments to the Compensation Committee
- 8) Approve Contract Award to High Desert Aggregate and Paving
- 9) Approve Personnel Action Form for Aaron Reinhart

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

Discussion item #10: Crook County Library Awards: Librarian & Library Employees of the Year

Requester: Sean Briscoe

Details: Sean Briscoe and staff of the Crook County Library attended the regular session

to present the awards recently received. The Crook County Library was recently awarded the Librarian & Library Employee of the year award from the Oregon Library Association. In addition, the Crook County Library's Teen librarian (Katie Fischer) was awarded the OYEA! Award for outstanding library service to teens.

Discussion item #11: Presentation regarding Enterprise Zone

Requester: Kelsey Lucas

Details: Kelsey Lucas, the Prineville/Crook County Director for EDCO attended the regular session to discuss the Enterprise Zone Re-Designation. The local zone is set to expire June 20, 2023, and applications are due June 1, 2023. Ms. Lucas provided a brief PowerPoint presentation regarding the program overview as well as a summary of the program from 2012-2022.

Discussion item #12: PUBLIC HEARING: Receive public testimony regarding whether to renew the Crook County/City of Prineville Enterprise Zone

Details: A public hearing was opened regarding the Enterprise Zone. With no discussion from the public, the public hearing was closed. The resolution will be signed on May 17<sup>th</sup>. Today's appearance was for open public comment and collecting any written testimony.

Discussion item #13: Petition to Annex Property into the Parks & Rec District

Requester: Eric Blaine

Details: Legal Counsel Eric Blaine presented before the Court a petition to annex property into the Parks & Rec District. The County has received a petition to voluntarily add property to the boundaries of the Parks and Rec District. The County's first obligation is to schedule a public hearing on the petition. The hearing must be scheduled no sooner than 20 days nor later than 50 days after the petition is received. In this instance, that creates a date range of Thursday, May 11, to Saturday, June 10.

**MOTION** to schedule a public hearing to consider the petition to voluntarily annex property into the Parks & Rec District for the meeting on Wednesday, May 17<sup>th</sup> starting at 9 am to be held in the county meeting room at 320 NE Court Street, Prineville. Motion seconded. No further discussion. Motion carried 3-0.

Discussion item #14: Award chip seal rock crush to Taylor Northwest LLC

Requester: James Staniford

Details: James Staniford attended the regular session to request Crook County Commission approval to award the chip seal rock crush to Taylor Northwest LLC. The bid submitted for the project was \$162,150.

**MOTION** to approve the bid and authorization to sign the contract outside of Court for the Road Department for Account #520.05-53 Rock Crushing for chip seal submitted bid for \$162,150 to Taylor NW LLC. Motion seconded. No further discussion. Motion carried 3-0.

Discussion item #15: Request approval to expend \$20,250 of Title III funds for the Oregon Living with Fire program, a contract which was previously approved by the

County Court on 4/19/2023

Requester: Christina Haron

Details: This request is to support the community's wildfire protection plan which is an acceptable use of Title III funds. This approval will allow the county to begin the 45-day Public Comment period approval of the expenditure of funds by the US Forest Service's RAC Committee for expenditure of Title III funds in accordance with P.L. 106-393 Secure Rural Schools and Self Determination Act as required under Section 302 (5)(b) for the same reauthorized in 2014. This would allow the county to utilize \$20,250 of Title III funds to pay the County's contribution to the OLWF program with Deschutes, Jefferson, and Klamath Counties.

**MOTION** to authorize the use of Title III funds for the Oregon Living With Fire program subject to no public comments being received in the 45-day public comment period. Motion seconded. No further discussion. Motion carried 3-0.

At 9:25 a.m. the Court convened into Executive Session under the following statute(s): ORS 192.660(2)(e) To conduct deliberations with persons you have designated to negotiate real property transactions; ORS 192.660(2)(f) To consider information or records that are exempt from disclosure by law, including written advice from your attorney; ORS 192.660(2)(d) To conduct deliberations with persons you have designated to carry on labor negotiations; ORS 192.660(2)(f) To consider information or records that are exempt from disclosure by law, including written advice from your attorney; ORS 192.660(2)(f) To consider information or records that are exempt from disclosure by law, including written advice from your attorney; and ORS 192.660(2)(h) Consulting with Counsel concerning the legal rights and duties of a public body with regard to current litigation or litigation likely to be filed.

### **EXECUTIVE SESSION**

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

Discussion item #22: Consider awarding contracts for health, dental, and life insurance benefits

Requester: Andy Parks

Details: The County has received updated quotes for an 18-month period for medical, dental, and life insurance. Staff is recommending renewing the medical plan with PacificSource with a rate hold, renewing with Moda for dental insurance, and recommends a change to Hartford for a plan for a one-time earnings provision for life insurance. This adjustment would be an additional cost of 13-14k county wide.

**MOTION** to ask Attorney Bruce Bischof to prepare a letter to the Sheriff's Office Association regarding participation with county benefit plans. Motion seconded. No further discussion. Motion carried 3-0.

**MOTION** to accept recommendation to stay with PacificSource for the 18-month period discussed in today's meeting. Motion seconded. No further discussion. Motion carried 3-0.

**MOTION** to accept recommendation to stay with Moda for the 18-month period as discussed in today's meeting. Motion seconded. No further discussion. Motion carried 3-0.

**MOTION** to accept recommendation to switch to the Hartford plan with the change in benefits discussed in today's meeting. Motion seconded. No further discussion. Motion carried 3-0.

Discussion item #23: Letter of Support – COPS SVPP Grant

Requester: Seth Crawford

Details: Seth Crawford presented a letter of support for the school district before the Court. If the grant is received, the amount would be \$200,000-300,000 to help add security to the schools locally.

**MOTION** to delegate to Judge Crawford to sign a letter of support on behalf of Crook County School District for a grant application for school security. Motion seconded. No further discussion. Motion carried 3-0.

Contract Administrator Update:

Erika Frickey, Juvenile Director, has been trying to find a van to purchase. Ms. Frickey provided information on two and has a recommendation to move forward with one of the two options. The total is about \$22,000.01 and is within the budget for the department but over the 20k threshold for her to sign on her behalf.

**MOTION** to authorize Erika Frickey to proceed with the purchase of the van for \$22,000.01. Motion seconded. No further discussion. Motion carried 3-0.

Court Member Updates: None

There being no further business before the Court, the meeting was **adjourned at 11:14 a.m.**

Respectfully submitted,

**Sarah Puerner**

## AGENDA ITEM REQUEST



**Date:**

*May 19, 2023*

**Meeting date desired:**

*June 6, 2023*

**Subject:**

*Amendment 9 to Agreement with The Humane Society of the Ochocos for animal custody and care services.*

**Background and policy implications:**

*This agreement has been in place since 2014 and will be the 9<sup>th</sup> extension.*

**Budget/fiscal impacts:**

*N/A*

**Requested by:**

*Lindsay Azevedo, Paralegal II/Office Manager*

*541-416-3919*

*Lindsay.Azevedo@crookcountyor.gov*

**Presenters:**

*N/A – Consent Agenda*

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

*Legal drafted the amendment.*

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

*N/A*

## **AMENDMENT NO. 9 TO AGREEMENT TO PROVIDE SERVICES**

This AMENDMENT NO. 9 to Agreement to Provide Services (“Amendment No. 9”) is made and entered into effective as of July 1, 2023, by and between CROOK COUNTY, a political subdivision of the State of Oregon (“County”), and THE HUMANE SOCIETY OF THE OCHOCOS, an Oregon nonprofit corporation (“HSO”).

### **RECITALS**

- A. County and HSO are parties to an Agreement to Provide Services dated July 1, 2014, (“Agreement”) with respect to HSO providing to County animal custody and care services; and
- B. The Agreement was previously revised by Amendment Nos. 1 through 8; and
- C. The Agreement as modified by Amendment No. 8 is set to expire on June 30, 2023; and
- D. County and HSO now desire to extend the term of the Agreement and amend the Agreement on the terms set forth in this Amendment No. 9.

### **AMENDMENT TERMS**

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

- 1. Recitals. The above recitals are incorporated herein as terms of contract and not mere recitals.
- 2. Extended Term. The term of the Agreement shall be extended through June 30, 2024, unless sooner terminated according to its provisions.
- 3. Reaffirmation of Agreement. Except as modified by this Amendment No. 9, all terms and conditions of the Agreement as previously modified are reaffirmed and remain unmodified and in full force and effect.
- 3. Counterparts. This Amendment No. 9 may be executed in one or more counterparts, including electronically transmitted counterparts, which when taken together, shall constitute one in the same original. Facsimiles

and electronic transmittals of the signed document shall be binding as an original of such signed document.

**HUMANE SOCIETY OF THE OCHOCOS**

By: Chanda Wallace

Title: Executive Director

Chanda Wallace Executive Director

Printed Name and Title

Date: 5/10/23

**CROOK COUNTY COURT**

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

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

\_\_\_\_\_  
Jerry Brummer, Commissioner

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

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

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



## AGENDA ITEM REQUEST



**Date:**

*May 19, 2023*

**Meeting date desired:**

*June 7, 2023*

**Subject:**

*Amendment 15 to IGA #169507 for the Financing of Public Health Services*

**Background and policy implications:**

*Periodic adjustments to program budgets. Details below.*

**Budget/fiscal impacts:**

*PE42-14 \$50,000 award to support Family Connects pilot implementation. Expenditures have been identified to spend down full amount by June 30, 2023 including personnel, M&S, and 10% indirect.*

*PE44-01 \$10,011 increase due to rollover from FY22 Q4. Will work with Mosaic/Kids Clinic to identify expenditures to spend out in FY23.*

**Requested by:**

*Katie Plumb, Health & Human Services Director  
541-447-5165  
KPlumb@crookpublichealthor.gov*

**Presenters:**

*N/A Consent Agenda*

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

*Legal has reviewed.*

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

*N/A*

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**Agreement #169507**

**FIFTEENTH AMENDMENT TO OREGON HEALTH AUTHORITY  
2021-2023 INTERGOVERNMENTAL AGREEMENT FOR THE  
FINANCING OF PUBLIC HEALTH SERVICES**

This Fifteenth Amendment to Oregon Health Authority 2021-2023 Intergovernmental Agreement for the Financing of Public Health Services, effective July 1, 2021, (as amended and restated the “Agreement”), is between the State of Oregon acting by and through its Oregon Health Authority (“OHA”) and Crook County, (“LPHA”), the entity designated, pursuant to ORS 431.003, as the Local Public Health Authority for Crook County.

**RECITALS**

WHEREAS, OHA and LPHA wish to modify the Fiscal Year 2023 (FY23) Financial Assistance Award set forth in Exhibit C of the Agreement.

NOW, THEREFORE, in consideration of the premises, covenants and agreements contained herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows

**AGREEMENT**

1. This Amendment is effective on **March 1, 2023**, regardless of the date this amendment has been fully executed with signatures by every Party and when required, approved by the Department of Justice. However, payments may not be disbursed until the Amendment is fully executed.
2. The Agreement is hereby amended as follows:
  - a. Section 1 of Exhibit C of the Agreement, entitled “Financial Assistance Award” for FY23 is hereby superseded and replaced in its entirety by Attachment A, entitled “Financial Assistance Award (FY23)”, attached hereto and incorporated herein by this reference. Attachment A must be read in conjunction with Section 3 of Exhibit C.
3. LPHA represents and warrants to OHA that the representations and warranties of LPHA set forth in Section 4 of Exhibit F of the Agreement are true and correct on the date hereof with the same effect as if made on the date hereof.
4. Capitalized words and phrases used but not defined herein shall have the meanings ascribed thereto in the Agreement.
5. Except as amended hereby, all terms and conditions of the Agreement remain in full force and effect.
6. This Amendment may be executed in any number of counterparts, all of which when taken together shall constitute one agreement binding on all parties, notwithstanding that all parties are not signatories to the same counterpart. Each copy of this Amendment so executed shall constitute an original.

IN WITNESS WHEREOF, the parties hereto have executed this Amendment as of the dates set forth below their respective signatures.

**7. Signatures.**

**STATE OF OREGON, ACTING BY AND THROUGH ITS OREGON HEALTH AUTHORITY**

Signature: \_\_\_\_\_

Name: /for/ Nadia A. Davidson

Title: Director of Finance

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

**CROOK COUNTY LOCAL PUBLIC HEALTH AUTHORITY**

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

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

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

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

**DEPARTMENT OF JUSTICE – APPROVED FOR LEGAL SUFFICIENCY**

*Agreement form group-approved by Wendy Johnson, Senior Assistant Attorney General, Tax and Finance Section, General Counsel Division, Oregon Department of Justice by email on September 19, 2022, copy of email approval in Agreement file.*

**REVIEWED BY:**

**OHA PUBLIC HEALTH ADMINISTRATION**

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

Name: Lynn Marie Brady (or designee)

Title: LPHA Fiscal and Contracts Analyst

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

**Attachment A  
Financial Assistance Award (FY23)**

<b>State of Oregon Oregon Health Authority Public Health Division</b>		
<b>1) Grantee</b> Name: Crook County  Street: 375 NE Beaver St., Suite 100 City: Prineville State: OR Zip: 97754-1802	<b>2) Issue Date</b> Wednesday, March 1, 2023	<b>This Action</b> Amendment
	<b>3) Award Period</b> From July 1, 2022 through June 30, 2023	

<b>4) OHA Public Health Funds Approved</b>				
<b>Number</b>	<b>Program</b>	<b>Previous Award Balance</b>	<b>Increase / Decrease</b>	<b>Current Award Balance</b>
PE01-01	State Support for Public Health	\$27,826.00	\$0.00	\$27,826.00
PE01-08	COVID Wrap Direct Client Services	\$12,916.00	\$0.00	\$12,916.00
PE01-09	COVID-19 Active Monitoring - ELC	\$441,299.00	\$0.00	\$441,299.00
PE01-10	OIP - CARES	\$210,874.00	\$0.00	\$210,874.00
PE04-02	Community Chronic Disease Prevention	\$40,353.00	\$0.00	\$40,353.00
PE10-02	Sexually Transmitted Disease (STD)	\$52,904.00	\$0.00	\$52,904.00
PE12-01	Public Health Emergency Preparedness and Response (PHEP)	\$74,296.00	\$0.00	\$74,296.00
PE13-01	Tobacco Prevention and Education Program (TPEP)	\$312,907.00	\$0.00	\$312,907.00
PE36	Alcohol & Drug Prevention Education Program (ADPEP)	\$156,989.40	\$0.00	\$156,989.40
PE40-01	WIC NSA: July - September	\$52,240.39	\$0.00	\$52,240.39
PE40-02	WIC NSA: October - June	\$157,160.00	\$0.00	\$157,160.00
PE40-05	Farmer's Market	\$2,304.00	\$0.00	\$2,304.00
PE42-03	MCAH Perinatal General Funds & Title XIX	\$2,121.00	\$0.00	\$2,121.00
PE42-04	MCAH Babies First! General Funds	\$6,778.00	\$0.00	\$6,778.00

<b>4) OHA Public Health Funds Approved</b>				
<b>Number</b>	<b>Program</b>	<b>Previous Award Balance</b>	<b>Increase / Decrease</b>	<b>Current Award Balance</b>
PE42-06	MCAH General Funds & Title XIX	\$3,978.00	\$0.00	\$3,978.00
PE42-11	MCAH Title V	\$20,826.00	\$0.00	\$20,826.00
PE42-12	MCAH Oregon Mothers Care Title V	\$13,263.00	\$0.00	\$13,263.00
PE42-14	Home Visiting	\$50,000.00	\$50,000.00	\$100,000.00
PE43-01	Public Health Practice (PHP) - Immunization Services	\$8,604.00	\$0.00	\$8,604.00
PE44-01	SBHC Base	\$60,000.00	\$10,011.00	\$70,011.00
PE44-02	SBHC - Mental Health Expansion	\$197,955.00	\$0.00	\$197,955.00
PE46-05	RH Community Participation & Assurance of Access (to be inactivated upon SFY23)	\$17,072.63	\$0.00	\$17,072.63
PE50	Safe Drinking Water (SDW) Program (Vendors)	\$41,259.00	\$0.00	\$41,259.00
PE51-01	LPHA Leadership, Governance and Program Implementation	\$232,319.00	\$0.00	\$232,319.00
PE51-03	ARPA WF Funding	\$100,630.00	\$0.00	\$100,630.00
PE62	Overdose Prevention-Counties	\$112,080.00	\$0.00	\$112,080.00
PE62-02	Fentanyl Campaign Funds	\$20,720.00	\$0.00	\$20,720.00
		\$2,429,674.42	\$60,011.00	\$2,489,685.42

<b>5) Foot Notes:</b>	
PE01-01	9/1/2022: Funds are available 07/01/2022 - 06/30/2023. Not eligible for Carryover
PE01-08	9/1/2022: Funds are available 07/01/2022 - 06/30/2023
PE01-09	9/1/2022: Funds are available 07/01/2022 - 06/30/2023
PE01-10	9/2022: Awarded funds can be spent on allowable costs for the period of 7/1/2022 - 6/30/2024. Any unspent funds as of 6/30/23 will be rolled over into the FY24 award. Please see provided budget guidance for more details on roll over information.
PE01-10	3/2023: Awarded funds can be spent on allowable costs for the period of 7/1/2022 - 6/30/2025. Any unspent funds as of 6/30/23 will be rolled over into the FY24 award. Please see provided budget guidance for more details on roll over information.
PE40-01	5/2022: Underspent SFY2023 Q1 funding award needs to be spent by 9/30/2022. No unspent funds carryover to Q2-4 period.
PE40-01	01/2023: WIC NSA grant SFY2023 Q1 reconciliation - rescind underspent funds
PE40-05	5/2022: Submit final quarterly Revenue and Expense Report to State LPHA by 1/31/2023.
PE42-11	5/2022: Indirect rate maximum is 10%
PE42-12	5/2022: Indirect rate maximum is 10%
PE51-01	9/2022: Funds available for 7/1/22-6/30/23. Not eligible for carryover.
PE51-03	10/2022: unspent funds from FY23 can be carried over to FY24 – Funds must be spent by 6/30/2024.

<b>6) Comments:</b>	
PE01-08	9/2022: rollover unspent funds from FY22 to FY23;
PE01-09	9/2022: rollover unspent funds from FY22 to FY23;
PE01-10	3/2023: correcting pmt sources - moving from CARES 4 to CARES 5 funding source and updating CARES 5 PCA 9/2022: rollover unspent funds from FY22 to FY23;
PE04-02	9/2022 - Carryover \$15,353 from FY22 8/2022 - Change end date from 9/30/22 to 6/30/23 and increase award. 5/2022: Award is for 7/1/22-9/30/22. Additional funding is expected to be awarded in the future.
PE12-01	12/2022: SFY23 Unspent SFY22 funds \$4,164 must be spent by 6/30/2023. A revised program budget is due 1/31/2023
PE13-01	10/2022: Amendment to add FY22 Carry over funds of \$75,029 & BM108 funds of \$103,358
PE36	9/2022: move funds between PCA's carryover from fy22
PE40-01	5/2022: SFY23 award; require spend on \$10477 Nutrition Ed, \$1351 on BF Promotion
PE40-02	5/2022: SFY23 Q2-4 award: spend \$31432 on Nutrition Ed, \$4053 on BF Promotion
PE40-05	5/2022:SFY2023 WIC FDNP mini grant, to be paid in equal installment on 7/1 and 10/1 of 2022.
PE42-04	5/2022: SFY23 award is for the period of 7/1/2022 to 6/30/2023.
PE42-06	4/2023: Redistribution of existing award due to new PCA effective 10/1/2022, no change in award amount for SFY23.
PE42-14	4/2023: One-time additional funds of \$50,000 SFY23. To be spent by 6/30/23.
PE44-01	02/23: Q1 SFY23 re-obligated roll-over from Q4 SFY22, based on final R/E report
PE44-02	2/2023: Q1 SFY23 re-obligated roll-over from Q4 SFY22, based on final R/E report 8/2022: realignment of funding source
PE46-05	07/2022: SFY23 Title X Initial Award
PE50	12/2022: realign funding for Q1 rollover catch up payment 12/2022: Rollover unspent FY22 funds to FY23 award 10/2022: realign funding sources;
PE51-01	9/2022: move unspent funds from FY22 to FY23;
PE51-03	9/2022: rollover unspent funds from FY22
PE62	12/2022: FY23 additional funds of \$84,060 available 10/1/22 - 6/30/23. 7/2022: Prior comment null and void. \$18,680 available July 1-August 31, 2022. \$9,340 available September 1- 30, 2022 only. No funds eligible for carry forward. 5/2022: FY23 funds available 7/1/22 - 8/31/22 only.
PE62-02	12/2022: FY23 Funds Available 1/1/23 - 6/30/23

<b>7) Capital outlay Requested in this action:</b>				
Prior approval is required for Capital Outlay. Capital Outlay is defined as an expenditure for equipment with a purchase price in excess of \$5,000 and a life expectancy greater than one year.				
Program	Item Description	Cost	PROG APPROV	

# 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:** \_\_\_\_\_, hereinafter referred to as "Document."

I, \_\_\_\_\_  
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

\_\_\_\_\_ by email.

**Contractor's name**

On \_\_\_\_\_,  
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.

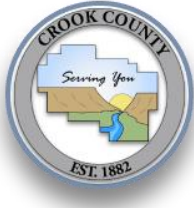
\_\_\_\_\_  
Authorizing signature

\_\_\_\_\_  
Date

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



## 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):**

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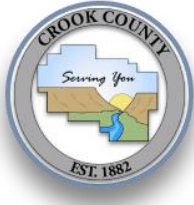


**Crook County**  
**Human Resources**  
 267 NE 2nd St, Ste 101  
 Prineville, OR 97754  
 541-416-3800

**PERSONNEL ACTION FORM**

EMPLOYEE INFORMATION				
<b>Employee Name:</b> (Last, First Name MI):	<b>Employment Type:</b> Full Time (30+ Hrs.) <input type="checkbox"/> Part Time (<30 Hrs.) <input type="checkbox"/> On-Call <input type="checkbox"/>	<b>Employment Status:</b> Probationary <input type="checkbox"/> Temporary <input type="checkbox"/> Regular <input type="checkbox"/> Elected Official <input type="checkbox"/>	<b>Employment Action:</b> New Hire <input type="checkbox"/> Transfer <input type="checkbox"/> Promotion <input type="checkbox"/> Annual Increase <input type="checkbox"/> Increase Outside of Annual <input type="checkbox"/> Probationary Review <input type="checkbox"/> Termination <input type="checkbox"/> Refill: <input type="checkbox"/> YES <input type="checkbox"/> NO	<b>Employment Classification:</b> Exempt <input type="checkbox"/> Non-Exempt <input type="checkbox"/>
<b>Effective Date:</b>	New Position <input type="checkbox"/> Budgeted/Vacant Position <input type="checkbox"/>		Replacement Position <input type="checkbox"/> Replaces:	
<b>Position #:</b>	<b>Reason:</b>			
<b>DETAIL</b>	<b>FROM (present status)</b>	<b>TO (new status)</b>		
FTE: (e.g. 1.0, .80)				
Hours Per Day/Scheduled Days:				
Dept./Office:				
Position - Job Title:				
Salary Grade/Step:				
Monthly & Annual Salary (Exempt): OR Hourly Rate (Non-Exempt):				
Certification Pay/Per Pay Period:				
License Required: <input type="checkbox"/> YES <input type="checkbox"/> NO		Union Member: <input type="checkbox"/> YES <input type="checkbox"/> NO		
<b>Comments/Notes:</b>				
Human Resources Signature _____		Finance Signature _____		Date _____
<i>Sydney Chandler</i> Department Head Signature _____		Employee Signature (if applicable) _____		Date _____
<b>County Court Signatures Required For:</b>				
Department Head <input type="checkbox"/> New Position <input type="checkbox"/> Termination/Demotion <input type="checkbox"/> Increase (2 steps or greater) <input type="checkbox"/>				
County Judge _____		County Commissioner _____		Date _____
County Commissioner _____		Date _____		

## AGENDA ITEM REQUEST



**Date:**

**Meeting date desired:**

**Subject:**

**Background and policy implications:**

**Budget/fiscal impacts:**

**Requested by:**

**Presenters:**

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

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

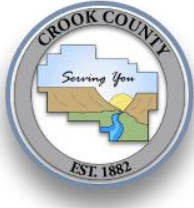
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**PERSONNEL ACTION FORM**

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

## AGENDA ITEM REQUEST



**Date:**

**Meeting date desired:**

**Subject:**

**Background and policy implications:**

**Budget/fiscal impacts:**

**Requested by:**

**Presenters:**

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

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

/



**PERSONNEL ACTION FORM**

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



## Agenda Item Request

**Date:**

*May 30, 2023*

**Meeting date desired:**

*June 7, 2023 – Court Session – Consent Agenda*

**Subject:**

*Quarterly Report for third quarter fiscal year 2023*

**Background and policy implications:**

*Approval of the third quarter FY2023 Quarterly Report to be published on the County's website*

**Budget/fiscal impacts:**

*NA*

**Requested by:**

*Christina Haron, CPA      541-416-3808      [christinaharon@co.crook.or.us](mailto:christinaharon@co.crook.or.us)*

**Presenters:**

*Christina Haron, CPA      Acting Finance Director*

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

*NA*

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

*NA*





# Third Quarter Report

Period Ending March 31, 2023



**Crook County** Page 28  
Oregon



**April 30, 2023**

Dear County Judge, Commissioners, Citizens of Crook County, and other interested individuals:

We are pleased to report on activities and progress we have made on County goals on behalf of Crook County for the third quarter ended March 31, 2023. The report includes comparisons of actual to budgeted amounts, a County-wide summary of beginning fund balance, current period resources and expenditures, and the ending fund balance for all funds. The financial information presented is unaudited and any significant adjustments are noted. Additionally, we include a debt summary and a schedule of key metrics for the County's debt which can be found on the last page.

Budgeted amounts presented have generally been allocated proportionately, i.e., twenty-five percent (25%) of the fiscal year amount for the quarter. However, revenue such as property taxes and transient room taxes, debt proceeds and expenditures such as capital outlay, transfers to and from other funds for capital projects, and debt service reflect allocations that are based on the actual need or requirement. Budgeted personnel costs are allocated 21% for the first, 25% for the second and third quarters with 29% allocated to the final payroll due to the accrual of payroll at year-end. Explanations are provided as necessary with each fund. Additionally, the full fiscal year budget and the updated estimated amounts for the full fiscal year are provided. When full fiscal-year estimated amounts vary considerably from the full fiscal-year budgeted amounts, an explanation is provided.

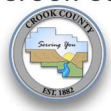
Miscellaneous income is greater than budgeted across the board due to interest income being higher than expected due to strategic investment of a portion of cash and reserves and rising interest rates on interest-bearing accounts.

Beginning Fund Balance on several funds were updated in the prior quarter due to changes in Fiscal Year 2022 as final guidance was received in October regarding reporting the American Rescue Plan Act spending and several adjustments were made at the request of our auditors to bring financials in line with that guidance.

A few items of note that have occurred during this quarter in the County are as follows:

### **Operations**

- Airport
  - Submitted RFQ (request for quotes) for new T-Hangar construction grant
- Assessor's Office
  - Began Mobile Assessor software integration and conversion
- Community Development
  - Began Juniper Canyon access project
- County Clerk
  - Completed the 2022-23 Board of Property Tax Appeals Session
- District Attorney's Office
  - Continues to work through cases that were back logged during COVID
  - Began process to review staff positions and update organizational chart
- Facilities
  - Hired Maintenance Assistant



- Fairgrounds
  - Finished repairs on the indoor arena roof, kitchen and updated the Cowboy bathroom
  - Obtained premium book sponsorships for the fair
- Finance
  - Completed the fiscal year 2022 audit and single audit with an unmodified opinion
  - Hired a new Senior Accountant
  - Received the Government Finance Officer’s Association Distinguished Budget Award
- Health Department
  - Hired 3 new employees
  - Began subcontracting process with several third parties for grant administration
- Human Resources
  - Hired eight new employees across the County and began Employee Handbook update
- Information Technology
  - Completed and began implementation of the IT Strategic Plan Roadmap
- Justice Center
  - Foundation and concrete work was completed
  - Cinderblock and steel framing and flooring began on all three floors
- Juvenile Department
  - Began process to utilize Open Parachute curriculum
  - Trained staff to e-file court proceedings and documents
- Landfill
  - Completed the annual Environmental Monitoring Report
  - Completed the Department of Environmental Quality 4<sup>th</sup> quarter reporting
- Legal Counsel
  - Completed reviews for several large contracts and amendments including Oregon Health Authority and Federal Aviation Administration
- Library
  - Began establishing community outreach for the senior community
  - Expanded Library of Things to include early development tools
- Road Department
  - Retirement of Roadmaster
  - Continued overlay of Ochoco Ranger Station Road
- Sheriff’s Office
  - Upfit was completed on the 5 vehicles donated by the Bend Police Department
  - Hired new 1 new patrol deputy and 1 mental health technician

If you have questions, please let us know.

Sincerely,

**Christina Haron**

Christina Haron, CPA  
Acting Finance Director



## County-wide – All Funds

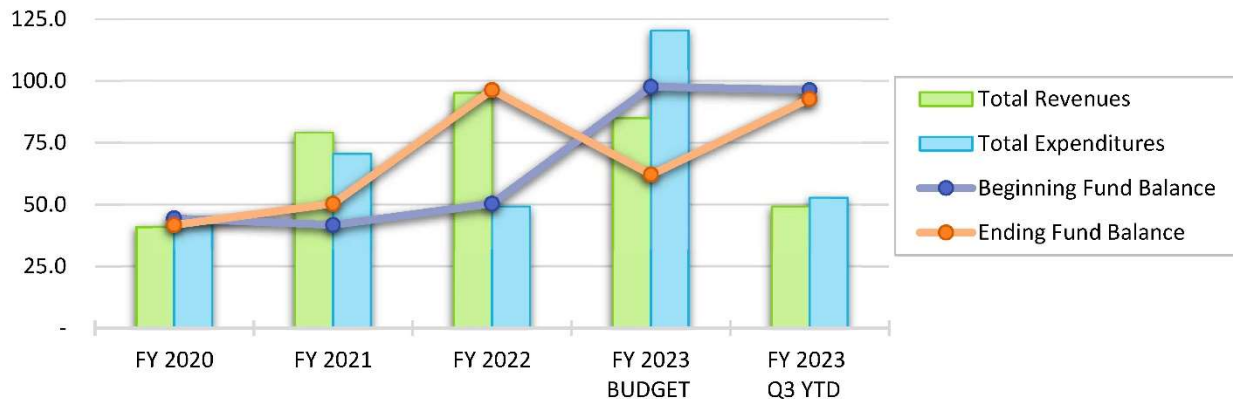
The County began the quarter with a combined \$98.11 million fund balance. During the quarter, the County received \$9.94 million in revenue, had operating expenditures of \$11.13 million, invested \$3.93 million in capital, and paid \$0.27 million in debt service. The County’s ending combined fund balance totals \$92.72 million. Total ending fund balance across the County meets or exceeds the desired minimum per the County’s fiscal policies, however, several funds individually are below the policy minimums. These shortfalls are being addressed in fiscal years 2023 and 2024. Detailed information per fund is presented on the individual fund pages.

### Quarter Ended March 31, 2023

*Information for the January 1, 2023 – March 31, 2023 quarter only*

FUND	BEGINNING		TOTAL		CAPITAL			TOTAL		ENDING
	FUND BALANCE	REVENUE	RESOURCES	EXPENDITURES	OUTLAY	DEBT SERVICE	EXPENDITURES	FUND BALANCE		
General Fund	\$ 5,659,317	\$ 2,416,100	\$ 8,075,417	\$ 3,377,968	\$ -	\$ -	\$ 3,377,968	\$ 4,697,450		
Road Fund	15,569,313	902,456	16,471,769	866,605	373,992	-	1,240,597	15,231,173		
Sheriff's Office	7,575,113	1,296,132	8,871,245	2,585,009	92,217	-	2,677,226	6,194,018		
Community Development	11,236,577	551,032	11,787,609	874,118	-	-	874,118	10,913,491		
Landfill	5,021,017	633,983	5,654,999	380,219	251,425	-	631,644	5,023,355		
Health Services Fund	3,271,631	1,029,588	4,301,219	763,911	-	-	763,911	3,537,308		
Facilities	578,558	697,005	1,275,563	393,850	53,772	-	447,622	827,941		
Library	1,323,164	88,823	1,411,987	319,446	-	-	319,446	1,092,541		
Fairgrounds	69,865	423,287	493,152	159,954	260,730	-	420,684	72,468		
Airport	(118,126)	126,168	8,042	36,774	-	268,937	305,711	(297,669)		
Weed Control	222,246	107,254	329,500	62,627	-	-	62,627	266,873		
Veterans Services	74,087	63,828	137,915	51,510	-	-	51,510	86,405		
Capital Asset Reserve Fund	10,856,931	73,045	10,929,976	-	-	-	-	10,929,976		
<b>Capital Project Funds</b>										
Justice Center and Courthouse	34,138,144	496,213	34,634,356	254,916	2,898,778	-	3,153,694	31,480,662		
<b>Other Non-Major Funds</b>										
Debt Service Funds	313,480	31,532	345,012	-	-	-	-	345,012		
Mental Health Fund	11,036	859,284	870,319	859,284	-	-	859,284	11,036		
Special Transportation Fund	834,178	22,483	856,660	61,190	-	-	61,190	795,471		
Title III Fund	492,271	3,351	495,621	-	-	-	-	495,621		
Crook County School Fund	-	-	-	-	-	-	-	-		
Video Lottery Fund	320,635	63,545	384,180	35,750	-	-	35,750	348,430		
Surveyor	177,926	12,065	189,992	9,694	-	-	9,694	180,298		
Clerk Special Revenue Fund	237,751	6,951	244,702	9,209	-	-	9,209	235,493		
Comm College Edu Center Fund	131,061	882	131,943	-	-	-	-	131,943		
Crooked River Watershed	(2,642)	26,270	23,628	26,270	-	-	26,270	(2,642)		
Tourism Fund	78,551	5,556	84,107	-	-	-	-	84,107		
Taylor Grazing Fund	37,541	254	37,795	-	-	-	-	37,795		
<b>COUNTY TOTAL</b>	<b>98,109,624</b>	<b>9,937,085</b>	<b>108,046,708</b>	<b>11,128,304</b>	<b>3,930,913</b>	<b>268,937</b>	<b>15,328,154</b>	<b>92,718,554</b>		

### COUNTY-WIDE - ALL FUNDS Revenues and Expenditures | 2020-2023 *in millions*



## General Fund

The County's General Fund accounts for the following departments: Administration, Assessor, County Clerk, District Attorney, Finance/Treasurer, Human Resources, Information Technology, GIS, Juvenile, Legal, and Victims Assistance. Additionally, reporting for non-departmental, special payments, and transfers are accounted for in the General Fund. The primary revenue sources to fund these operations are a portion of the County's general property tax levy, a portion of payments in lieu of taxes from the data centers and federal lands, other intergovernmental revenue directed to specific programs, internal service charges for administration, legal, finance, human resources, and IT/GIS, as well as revenue from licenses, permits, and fees.

For the first three quarters, overall revenue has been received consistent with the budget at one hundred four percent (104%) of the anticipated budget for that period. Revenue for the third quarter was one hundred sixty-four percent (163.5%) of the estimated quarter budget. Tax collection revenue for the first three quarters was about one hundred eleven percent (111.3%). Overall, tax revenue is anticipated to be slightly higher than budgeted for the fiscal year as the actual levy was eight percent (8%) above the fiscal year 2022 levy, compared to a budgeted levy increase of five and one-half percent (5.5%).

Licenses, permits and fees collected during the third quarter were eighty-eight percent (87.7%) of the estimated quarter budget and twenty-two percent (21.9%) of the annual budget. Licenses, permits and fees are projected to be about \$30,000 less than budget expectations due to the reduction of recording fees related to the slowdown in the housing market. Charges for services for the quarter are roughly seventy-five percent (75.3%) of the quarterly budget and thirty-nine percent (39.2%) of the budget for the first three quarters. Charges for services are anticipated to be significantly less than budgeted due to the slowdown in the economy resulting in lower property transactions. Lastly, miscellaneous revenue collection for the first three quarters is over two thousand six hundred percent (291.8%) of the budget for that period due to investment interest.

During the quarter, a supplemental budget was approved to transfer appropriation of \$228,200 from contingency for contract services in the County Court department.

For the third quarter, expenditures for District Attorney, Information Technology, and Natural Resources were consistent with budget (within ten percent (10%) of the quarterly budget). The remaining departments and transfers, except for Non-Departmental and Special Payments, were under budget (over 10% less than the budget for the quarter).

For the first three quarters, expenditures are consistent with budget (within 10% of the budget), except for GIS, Human Resources, Victim's Assistance, and Transfers.

GIS expenditures were about eighty-two percent (81.8%) of the quarterly budget due to the timing of software subscription payments. Human Resources expenditures were about seventy-one percent (71.1%) of the quarterly budget due to staffing vacancies and deferring programs until staffing was filled. Victims Assistance expenditures were about eighty percent (79.5%) of the quarterly budget due to staff benefit election changes and timing of grant expenditures. Finally, Transfers expenditures were about fifty-three percent (52.8%) of the quarter budget due to changes in accounting for the dollars



passed through from the State of Oregon for the American Rescue Plan Act (ARPA) dollars as required per the US Treasury's final ruling from October 2022.

Overall, the General Fund realized a reduction in fund balance of \$0.96 million during the quarter which was expected due to the spending down of ARPA grant revenue and the timing of property tax revenue received mostly in the prior quarter.

Full-year estimates for revenue were updated to account for increased interest revenue and taxes. Estimates for expenditures have been revised to address various changes in staffing and expenditures.

The estimated ending fund balance of \$4.85 million is \$1.64 million less than budgeted due to the spending down of ARPA grant dollars and meets fiscal policy requirements.

During the quarter, the Assessor's Office began Mobile Assessor software integration with Woolpert including conversion of sketches into editable formats.

The County Clerk's office began preparations for the District Election in May and completed the 2022-2023 Board of Property Tax Appeals Session.

The District Attorney's office continues to work through cases that were back logged due to COVID during the quarter while training new staff. They also began reviewing staff positions and updating the organization chart to better align talent within the department.

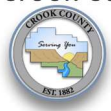
The Finance Department successfully completed the fiscal year 2022 Audit and Single Audit with an unmodified opinion, hired a Senior Accountant and began the fiscal year 2024 budget process. The fiscal year 2023 budget received the Government Finance Officer's Association Distinguished Budget Award.

Human Resources hired eight employees across the County and continued the initiative to update the Employee Handbook. Additionally, they began the process to review potential Human Resource Information Systems (HRIS) to replace the current, outdated software.

The Information Technology Department (IT) completed the analysis and began implementation of the IT Strategic Plan and Roadmap which includes major updates to the hardware and software throughout the County, including the HRIS and ERP software, as well as additional staff in the IT department to better support the County's technology requirements. Computer and switch replacement continued as well.

During the quarter, the Juvenile Department began the process to utilize Open Parachute curriculum for minor in possession and Girl's Circle programs. Staff were also trained to e-file court proceedings and documents. The move toward electronic documents also continued with scanning of current paper documents.

The County's Legal team successfully completed reviews for many large contracts and grants including the Oregon Health Authority and Federal Aviation Administration. They also continued their support of the Justice Center construction project and the related state funding.





# General Fund

CATEGORY	3RD QUARTER (Jan '23-Mar '23)				FY 2023 YTD (Jul '22-Mar '23)				FOR INFORMATIONAL PURPOSES	
	ESTIMATED BUDGET	ACTUAL	VARIANCE	% RECV'D OR SPENT	9 MO EST BUDGET	9 MO ACTUAL	9 MO VARIANCE	% RECV'D OR SPENT	BUDGET FY 2023	FULL YEAR ESTIMATE
<b>Revenues</b>										
Taxes	\$ 176,650	\$ 938,373	\$ 761,723	531.2%	\$ 3,356,350	\$ 3,736,061	\$ 379,711	111.3%	\$ 3,533,000	\$ 3,868,000
Intergovernmental	158,214	262,975	104,761	166.2%	11,233,194	10,680,614	(552,580)	95.1%	15,821,400	12,720,000
Internal Service	961,175	960,414	(761)	99.9%	2,883,525	2,881,242	(2,283)	99.9%	3,844,700	3,846,000
Licenses, Permits & Fees	101,225	88,738	(12,487)	87.7%	303,675	280,184	(23,491)	92.3%	404,900	374,000
Charges for Services	24,225	18,235	(5,990)	75.3%	72,675	28,514	(44,161)	39.2%	96,900	57,000
Miscellaneous	12,625	147,364	134,739	1167.2%	37,875	1,001,746	963,871	2644.9%	50,500	1,037,000
<b>Total Revenues</b>	<b>1,434,114</b>	<b>2,416,100</b>	<b>981,986</b>	<b>168.5%</b>	<b>17,887,294</b>	<b>18,608,361</b>	<b>721,067</b>	<b>104.0%</b>	<b>23,751,400</b>	<b>21,902,000</b>
<b>Expenditures</b>										
Assessor's Office	282,100	248,588	33,512	88.1%	801,164	767,735	33,429	95.8%	1,128,400	1,099,000
County Clerk	148,775	130,033	18,742	87.4%	422,521	383,174	39,347	90.7%	595,100	557,000
County Court	241,750	205,948	35,802	85.2%	686,570	640,576	45,995	93.3%	967,000	933,000
District Attorney	432,900	393,161	39,739	90.8%	1,229,436	1,127,391	102,045	91.7%	1,731,600	1,599,000
Finance	303,750	233,885	69,865	77.0%	862,650	780,350	82,300	90.5%	1,215,000	1,123,000
GIS	63,875	52,242	11,633	81.8%	181,405	161,299	20,106	88.9%	255,500	255,000
Human Resources	185,075	131,500	53,575	71.1%	525,613	352,505	173,108	67.1%	740,300	495,000
Information Technology	323,234	302,118	21,116	93.5%	835,950	809,663	26,287	96.9%	1,114,600	1,082,000
Juvenile	287,850	240,737	47,113	83.6%	817,494	743,963	73,531	91.0%	1,151,400	1,118,000
Legal Counsel	152,482	126,491	25,991	83.0%	394,350	377,619	16,731	95.8%	525,800	525,000
Natural Resources	16,240	15,394	846	94.8%	42,000	43,199	(1,199)	102.9%	56,000	57,000
Non-Departmental	29,375	34,880	(5,505)	118.7%	176,250	182,034	(5,784)	103.3%	235,000	245,000
Victims Assistance	93,425	74,285	19,140	79.5%	265,327	236,244	29,083	89.0%	373,700	354,000
Special Payments	745,169	903,257	(158,088)	121.2%	10,846,100	11,004,657	(158,557)	101.5%	10,846,100	11,004,000
Transfers	541,028	285,450	255,578	52.8%	2,164,112	856,350	1,307,762	39.6%	2,164,112	1,159,000
<b>Total Expenditures</b>	<b>3,847,028</b>	<b>3,377,968</b>	<b>469,060</b>	<b>87.8%</b>	<b>20,250,942</b>	<b>18,466,759</b>	<b>1,784,183</b>	<b>91.2%</b>	<b>23,099,612</b>	<b>21,605,000</b>
<b>Revenues over (under) Expenditures</b>	<b>(2,412,914)</b>	<b>(961,868)</b>	<b>1,451,046</b>	<b>39.9%</b>	<b>(2,363,648)</b>	<b>141,602</b>	<b>2,505,250</b>	<b>-6.0%</b>	<b>651,788</b>	<b>297,000</b>
<b>Beginning Fund Balance</b>	<b>5,886,966</b>	<b>5,659,317</b>	<b>(227,649)</b>	<b>96.1%</b>	<b>5,837,700</b>	<b>4,555,847</b>	<b>(1,281,853)</b>	<b>78.0%</b>	<b>5,837,700</b>	<b>4,556,000</b>
<b>Ending Fund Balance</b>	<b>\$ 3,474,052</b>	<b>\$ 4,697,450</b>	<b>\$ 1,223,398</b>	<b>135.2%</b>	<b>\$ 3,474,052</b>	<b>\$ 4,697,449</b>	<b>\$ 1,223,397</b>	<b>135.2%</b>	<b>\$ 6,489,488</b>	<b>\$ 4,853,000</b>
Contingency									6,489,488	-

\* Beginning Fund Balance on several funds was updated due to changes in Fiscal Year 2022 as final guidance was received in October regarding reporting the American Rescue Plan Act spending and several adjustments were made at the request of our auditors to bring financials in line with that guidance.

## GENERAL FUND Revenues and Expenditures | 2020-2023 in millions



## Road Fund

This fund accounts for the County's Road related activities. During the first quarter, the County agreed to the State taking administrative responsibility for a \$3.7 million grant. During the third quarter, a supplemental budget was approved to remove the \$3.7 million of appropriation related to that grant.

Overall revenue collected was one hundred fourteen percent (113.7%) of the estimated quarterly budget and one hundred four percent (103.9%) of the estimated year-to-date budget.

Intergovernmental revenue was one hundred five percent (105.2%) of the estimated quarterly budget and consistent with budget year-to-date. Licenses, Permits, and Fees were about one hundred twenty percent (119.8%) of the estimated quarterly budget and are expected to be consistent with budgeted amounts for the year. Charges for services for the quarter were about one hundred sixty-four percent (164%) of the estimated budget and over one thousand percent of the year-to-date budget due to unexpected energy credits received. Miscellaneous revenue collected for the quarter was two hundred eighty percent (280.2%) of the estimated budget and over two hundred eleven percent (211.1%) of the year-to-date budget due to increased interest revenue from investments.

For the quarter, overall expenditures were roughly seventy-two percent (71.7%) of the estimated budget for the quarter, however, total expenditures for the first three quarters are ninety six percent (96.4%) of the estimated budget. Personnel expenditures were over one hundred thirteen percent (113.4%) of the quarterly budget due to the retirement of the Roadmaster and remain slightly over year-to-date estimated budget at one hundred four percent (104.1%).

Overall, the fund balance decreased by \$0.34 million for the quarter. This reduction is expected as most of the revenue will be received in the fourth quarter except for the SRS Funds which will not be received until fiscal year 2024 due to transition of funding to the Crook County Road Agency.

Full year estimates have been updated to account for additional revenue, and an expected increase in personnel expenditures due to restructuring and retirement of a position, and a reduction in expenditures for materials and services due to reduced spending across the board.

The estimated ending fund balance for the fiscal year of \$15.05 million exceeds budget and the desired minimum fiscal policy.

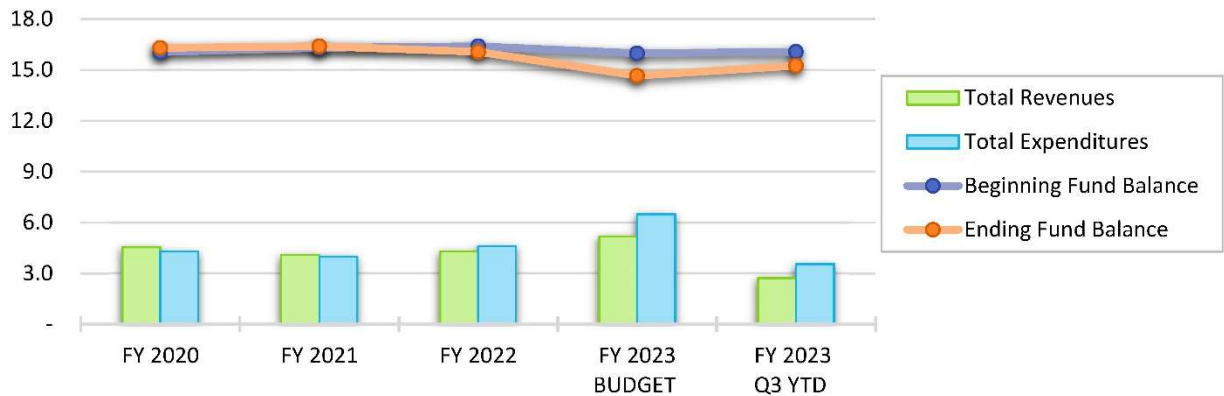
During the quarter, the Road Department's Roadmaster retired and the process to hire a new Road Superintendent began. The overlay of Ochoco Ranger Station Road continued through the third quarter and is expected to be completed before fiscal year end. Work on Weigand Bridge continued and is expected to be completed in the fourth quarter.



# Road Fund

CATEGORY	3RD QUARTER (Jan '23-Mar '23)				FY 2023 YTD (Jul '22-Mar '23)				FOR INFORMATIONAL PURPOSES	
	ESTIMATED BUDGET	ACTUAL	VARIANCE	% RECV'D OR SPENT	9 MO EST BUDGET	9 MO ACTUAL	9 MO VARIANCE	% RECV'D OR SPENT	BUDGET FY 2023	FULL YEAR ESTIMATE
<b>Revenues</b>										
Intergovernmental	\$ 749,550	\$ 788,633	\$ 39,083	105.2%	\$ 2,498,500	\$ 2,433,081	\$ (65,419)	97.4%	\$ 4,997,000	\$ 4,350,000
Licenses, Permits & Fees	5,250	6,289	1,039	119.8%	15,750	15,609	(141)	99.1%	21,000	21,000
Charges for Services	1,500	2,462	962	164.1%	4,500	46,914	42,414	1042.5%	6,000	49,000
Miscellaneous	37,500	105,072	67,572	280.2%	112,500	237,540	125,040	211.1%	150,000	313,000
<b>Total Revenues</b>	<b>793,800</b>	<b>902,456</b>	<b>108,656</b>	<b>113.7%</b>	<b>2,631,250</b>	<b>2,733,144</b>	<b>101,894</b>	<b>103.9%</b>	<b>5,174,000</b>	<b>4,733,000</b>
<b>Expenditures</b>										
Personnel	478,670	542,755	(64,085)	113.4%	1,350,420	1,405,689	(55,269)	104.1%	1,902,000	1,911,000
Materials & Services	478,020	323,850	154,170	67.7%	1,434,060	1,295,061	138,999	90.3%	3,186,800	2,528,000
Capital Outlay	772,750	373,992	398,758	48.4%	913,250	864,128	49,122	94.6%	1,405,000	1,307,000
<b>Total Expenditures</b>	<b>1,729,440</b>	<b>1,240,597</b>	<b>488,843</b>	<b>71.7%</b>	<b>3,697,730</b>	<b>3,564,878</b>	<b>132,852</b>	<b>96.4%</b>	<b>6,493,800</b>	<b>5,746,000</b>
<b>Revenues over (under) Expenditures</b>	<b>(935,640)</b>	<b>(338,141)</b>	<b>597,499</b>	<b>36.1%</b>	<b>(1,066,480)</b>	<b>(831,733)</b>	<b>234,747</b>	<b>78.0%</b>	<b>(1,319,800)</b>	<b>(1,013,000)</b>
<b>Beginning Fund Balance</b>	<b>15,839,160</b>	<b>15,569,313</b>	<b>(269,847)</b>	<b>98.3%</b>	<b>15,970,000</b>	<b>16,062,906</b>	<b>92,906</b>	<b>100.6%</b>	<b>15,970,000</b>	<b>16,063,000</b>
<b>Ending Fund Balance</b>	<b>\$ 14,903,520</b>	<b>\$ 15,231,173</b>	<b>\$ 327,653</b>	<b>102.2%</b>	<b>\$ 14,903,520</b>	<b>\$ 15,231,173</b>	<b>\$ 327,653</b>	<b>102.2%</b>	<b>\$ 14,650,200</b>	<b>\$ 15,050,000</b>
Contingency									930,800	-
Reserved for Future Expenditure									13,719,400	-

**ROAD FUND**  
**Revenues and Expenditures | 2020-2023**  
*in millions*





## Sheriff's Office Fund

The Sheriff's Office Fund accounts for the activities of the Sheriff's Office, Parole and Probation (Community Corrections), Marine Patrol, the Jail, Emergency Management, and other special services. The primary revenue source for this fund is a portion of the County's general property tax levy, a portion of the payment in lieu of taxes from the data centers, as well as other intergovernmental grants and revenue directed to specific programs.

During the quarter, overall revenue for the first three quarters was about ninety eight percent (98.1%) of the estimated budget for that period. Overall revenue for the third quarter was ninety-six percent (96.1%) of the estimated quarter budget. Tax revenue was eighty-nine percent (88.8%) of the estimated third quarter budget and totals one hundred four percent of the estimated budget for the first three quarters. Intergovernmental revenue was eighty-three percent (83.2%) of the estimated quarter budget due to the timing of grant revenue. Transfers and interfund revenue were about one hundred sixty-four percent (163.7%) of the estimated quarterly budget due to increases in jail bed revenue. Charges for services revenue collected was about three hundred eleven percent (310.9%) of the quarterly estimated budget due to increases related to gun and concealed carry licensing because of new legislation. Miscellaneous revenue was about one thousand five hundred percent (1486%) of the estimated budget for the quarter due to interest revenue received.

For the quarter, overall expenditures were about seventy-nine percent (78.7%) of the estimated quarter budget. For the first three quarters, expenditures were about eighty percent (80%) of the estimated budget for that period. Most significantly, expenditures in the Sheriff's Office were sixty-seven percent (66.5%) of the quarterly budget due to unfilled positions and the timing of receipt of the vehicles purchased with grant funds expected next quarter. The Jail expenditures, now that they are fully staffed, are consistent with budget at ninety-six percent (96%) of the quarterly budget.

Emergency & Special Services expenses are lower than budgeted at about fifty-two percent (52.4%) of the quarterly budget partially due to a vacant position as well as reduced program needs. Parole and Probation is below quarterly budget estimate at eighty-two percent (82%) for expenditures also due to the timing of vehicle purchases expected to be delivered in the fourth quarter.

During the quarter, a supplemental budget was approved to correct the fund where the Jail Full Faith and Credit Bond payment was appropriated from the Sheriff's Office to the Facilities Internal Service Fund. This increased the internal service fees and decreased the debt payment appropriated in this fund equally by \$181,400.

Overall, the fund balance decreased by \$1.38 million during the quarter, which was expected. The primary driver being the timing of the receipt of property taxes which are the department's main source of revenue, in the prior quarter.

Identifying sufficient sustainable staffing and funding for the Sheriff's Office continues to be at the forefront of policy discussions. The Sheriff's Office has worked with outside and internal assistance to review its operations, develop a strategic plan and evaluate adequate wage levels across the organization. Financial information will be incorporated into the operational alternatives and will help guide decisions going forward.



## Sheriff's Office Fund

It is estimated revenue will exceed expenditures by \$0.76 million for the fiscal year, which is greater than the budget by approximately \$1.54 million. The estimated fiscal year-end fund balance of \$3.31 million helps the department get closer to the desired minimum per fiscal policy.

During the third quarter, the County hired a mental health technician to support the jail adults in custody and parole and probation case load. The Sheriff's Office also completed and presented its strategic plan including a wage study analysis.

During the first quarter, the Sheriff's Office initiated acquisition of vehicles to replace most of its aging fleet, funded by the American Rescue Plan Act (ARPA) funds received. We began receiving and upfitting those vehicles during the third quarter. The remaining vehicles will be received in the fourth quarter with upfit expected to continue into the next fiscal year due to supply chain issues.

CATEGORY	3RD QUARTER (Jan '23-Mar '23)				FY 2023 YTD (Jul '22-Mar '23)				FOR INFORMATIONAL PURPOSES	
	ESTIMATED BUDGET	ACTUAL	VARIANCE	% RECV'D OR SPENT	9 MO EST BUDGET	9 MO ACTUAL	9 MO VARIANCE	% RECV'D OR SPENT	BUDGET FY 2023	FULL YEAR ESTIMATE
<b>Sheriff's Office Revenues</b>										
Taxes	\$ 415,050	\$ 368,554	\$ (46,496)	88.8%	\$ 7,885,950	\$ 8,201,673	\$ 315,723	104.0%	\$ 8,301,000	\$ 8,584,000
Intergovernmental	803,050	668,077	(134,973)	83.2%	2,409,150	1,904,581	(504,569)	79.1%	3,212,200	3,283,000
Transfers and Interfund	97,580	159,720	62,140	163.7%	487,900	352,424	(135,476)	72.2%	487,900	405,000
Licenses, Permits & Fees	23,675	35,583	11,908	150.3%	71,025	88,816	17,791	125.0%	94,700	99,000
Charges for Services	6,075	18,889	12,814	310.9%	18,225	50,003	31,778	274.4%	24,300	58,000
Miscellaneous	3,050	45,310	42,260	1485.6%	9,150	78,317	69,167	855.9%	12,200	101,000
<b>Total Revenues</b>	<b>1,348,480</b>	<b>1,296,132</b>	<b>(52,348)</b>	<b>96.1%</b>	<b>10,881,400</b>	<b>10,675,814</b>	<b>(205,586)</b>	<b>98.1%</b>	<b>12,132,300</b>	<b>12,530,000</b>
<b>Expenditures</b>										
Sheriff's Office	1,547,775	1,029,217	518,558	66.5%	4,395,681	3,387,972	1,007,709	77.1%	6,191,100	5,938,000
Jail	1,167,300	1,120,085	47,215	96.0%	3,315,132	2,970,070	345,062	89.6%	4,669,200	4,209,000
Emerg & Special Services	113,200	59,308	53,892	52.4%	321,488	257,868	63,620	80.2%	452,800	437,000
Parole & Probation	571,650	468,616	103,034	82.0%	1,623,486	1,103,997	519,489	68.0%	2,286,600	1,870,000
<b>Total Expenditures</b>	<b>3,399,925</b>	<b>2,677,226</b>	<b>722,699</b>	<b>78.7%</b>	<b>9,655,787</b>	<b>7,719,907</b>	<b>1,935,880</b>	<b>80.0%</b>	<b>13,599,700</b>	<b>12,454,000</b>
<b>Revenues over (under) Expenditures</b>	<b>(2,051,445)</b>	<b>(1,381,094)</b>	<b>670,351</b>	<b>67.3%</b>	<b>1,225,613</b>	<b>2,955,907</b>	<b>1,730,294</b>	<b>241.2%</b>	<b>(1,467,400)</b>	<b>76,000</b>
<b>Beginning Fund Balance</b>	<b>6,257,058</b>	<b>7,575,113</b>	<b>1,318,055</b>	<b>121.1%</b>	<b>2,980,000</b>	<b>3,238,112</b>	<b>258,112</b>	<b>108.7%</b>	<b>2,980,000</b>	<b>3,238,000</b>
<b>Ending Fund Balance</b>	<b>\$ 4,205,613</b>	<b>\$ 6,194,018</b>	<b>\$ 1,988,405</b>	<b>147.3%</b>	<b>\$ 4,205,613</b>	<b>\$ 6,194,018</b>	<b>\$ 1,988,405</b>	<b>147.3%</b>	<b>\$ 1,512,600</b>	<b>\$ 3,314,000</b>
Contingency									1,512,600	-

\* Beginning Fund Balance on several funds was updated due to changes in Fiscal Year 2022 as final guidance was received in October regarding reporting the American Rescue Plan Act spending and several adjustments were made at the request of our auditors to bring financials in line with that guidance.

### SHERIFF'S OFFICE Revenues and Expenditures | 2020-2023 in millions



## Community Development Fund

The Community Development Fund accounts for the activities of the Building Department, Code Enforcement, On-Site, and Planning. Primary revenue to fund operations for this department are licenses, permits and fees collected for building and development activity within the county.

During the quarter, overall revenue was about forty-six percent (45.8%) of the quarterly budget. Overall revenue for the first three quarters was sixty-six percent (66.2%) of the estimated budget for that period. During the quarter, licenses, permits, and fees revenue collected were significantly less than budget. The Building, Planning, and On-Site Departments experienced roughly a forty percent (40%) decrease in revenue due to the interest rate environment and subsequent slowing housing market. Specifically, Planning has seen a sharp decrease in activity while Building has seen similar activity but with projects at significantly smaller levels. Additionally, the data centers continue to pause building due to the pending advent of new technology that will require remodeling. The reductions in revenue resulting from slowing residential and commercial markets are consistent across the state. On a positive note, code compliance continued to address more complaints for the quarter than prior years. Miscellaneous revenue came in higher than expected for the quarter due to rising interest rates.

For the quarter, total expenditures were about seventy-five percent (75.3%) of the estimated budget. Overall expenditures for the first three quarters were seventy eight percent (78.4%) of the estimated budget for that period. Expenditures were under budget due to the reduction in workload, most significantly, contract services for outside reviewers. Additionally, the reduction in expenditures is due to the timing of payment for vehicles purchases for building and electrical that have been ordered but not delivered due to supply chain issues, with payment due upon delivery.

For the quarter, the fund balance decreased by \$0.32 million, which is a greater loss than anticipated for the quarter due to the reduction in revenue.

Regarding year-end estimates, revenues were revised lower due to a slowing real estate market resulting from a significant increase in borrowing costs. Because of work that will be completed during fiscal year 2023 related to projects where fees were collected in prior years, revenues are estimated to be \$0.48 million less than expenditures. The estimated fiscal year ending fund balance of \$10.67 million exceeds the desired minimum for fiscal policy but is less than budgeted.

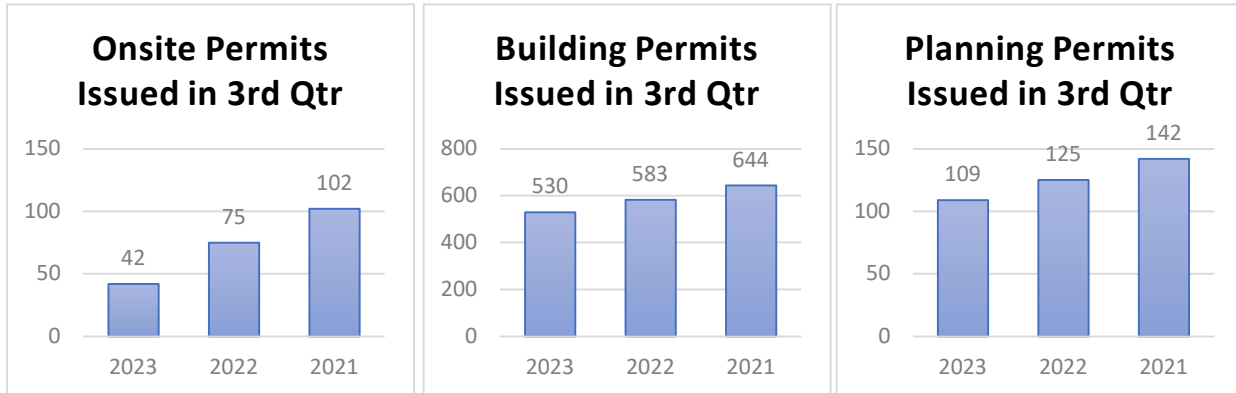
Work has been completed with a report forthcoming on the analysis of the future staff requirements and costs associated with inspections for data centers and other large multi-year construction projects. This work will help inform the organization's decisions related to the strategic plan, fees, and charges, as well as staffing levels and reserves.

During the quarter, the planning department began the Transportation System Plan update. Planning also applied for several grants to update the energy code and wildlife policy. Planning and the Compliance departments continue to work together on the Juniper Acres review.

The Sanitarian was successful in receiving a sizable COIC Grant to assist lower income citizens with septic replacement or repairs.

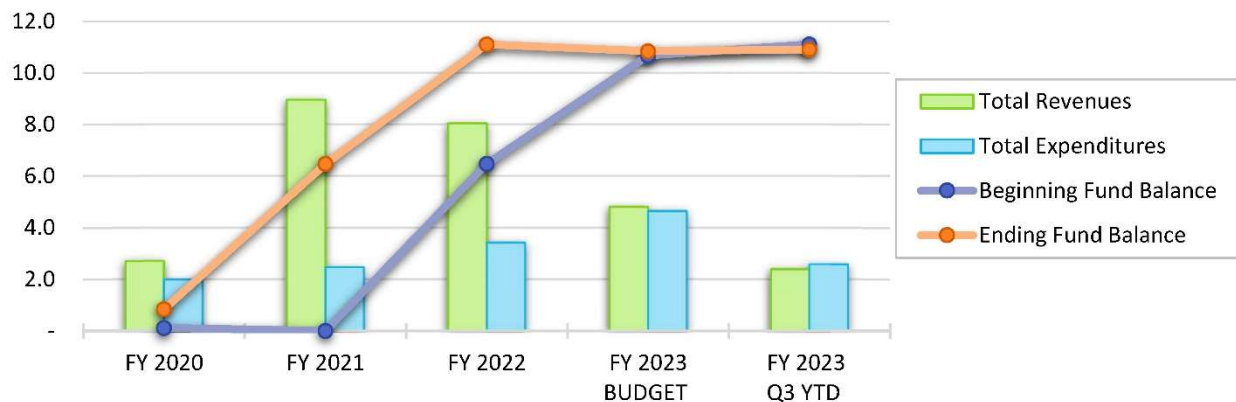


# Community Development Fund



CATEGORY	3RD QUARTER (Jan '23-Mar '23)				FY 2023 YTD (Jul '22-Mar '23)				FOR INFORMATIONAL PURPOSES	
	ESTIMATED BUDGET	ACTUAL	VARIANCE	% REC'D OR SPENT	9 MO EST BUDGET	9 MO ACTUAL	9 MO VARIANCE	% REC'D OR SPENT	BUDGET FY 2023	FULL YEAR ESTIMATE
<b>Revenues</b>										
Licenses, Permits & Fees	\$ 1,173,175	\$ 474,053	\$ (699,122)	40.4%	\$ 3,519,525	\$ 2,224,019	\$ (1,295,506)	63.2%	\$ 4,692,700	\$ 3,045,000
Charges for Services	2,025	1,595	(430)	78.8%	6,075	2,496	(3,579)	41.1%	8,100	3,000
Miscellaneous	27,500	75,384	47,884	274.1%	82,500	163,797	81,297	198.5%	110,000	217,000
<b>Total Revenues</b>	<b>1,202,700</b>	<b>551,032</b>	<b>(651,668)</b>	<b>45.8%</b>	<b>3,608,100</b>	<b>2,390,312</b>	<b>(1,217,788)</b>	<b>66.2%</b>	<b>4,810,800</b>	<b>3,265,000</b>
<b>Expenditures</b>										
Building	650,225	503,723	146,503	77.5%	1,846,639	1,464,669	381,970	79.3%	2,600,900	2,131,000
Code Enforcement	25,950	27,577	(1,627)	106.3%	73,698	75,217	(1,519)	102.1%	103,800	106,000
Electrical	165,450	120,124	45,326	72.6%	469,878	379,908	89,970	80.9%	661,800	548,000
On-Site	80,625	63,503	17,122	78.8%	228,975	194,625	34,350	85.0%	322,500	271,000
Planning	238,575	159,192	79,383	66.7%	677,553	469,534	208,019	69.3%	954,300	646,000
<b>Total Expenditures</b>	<b>1,160,825</b>	<b>874,118</b>	<b>286,707</b>	<b>75.3%</b>	<b>3,296,743</b>	<b>2,583,953</b>	<b>712,790</b>	<b>78.4%</b>	<b>4,643,300</b>	<b>3,702,000</b>
<b>Revenues over (under) Expenditures</b>	<b>41,875</b>	<b>(323,086)</b>	<b>(364,961)</b>	<b>-771.5%</b>	<b>311,357</b>	<b>(193,642)</b>	<b>(504,999)</b>	<b>-62.2%</b>	<b>167,500</b>	<b>(437,000)</b>
<b>Beginning Fund Balance</b>	<b>10,946,082</b>	<b>11,236,577</b>	<b>290,495</b>	<b>102.7%</b>	<b>10,676,600</b>	<b>11,107,133</b>	<b>430,533</b>	<b>104.0%</b>	<b>10,676,600</b>	<b>11,107,000</b>
<b>Ending Fund Balance</b>	<b>\$ 10,987,957</b>	<b>\$ 10,913,491</b>	<b>\$ (74,466)</b>	<b>99.3%</b>	<b>\$ 10,987,957</b>	<b>\$ 10,913,491</b>	<b>\$ (74,466)</b>	<b>99.3%</b>	<b>\$ 10,844,100</b>	<b>\$ 10,670,000</b>
Contingency									1,975,800	-
Reserved for Future Expenditure									8,868,300	-

## COMMUNITY DEVELOPMENT Revenues and Expenditures | 2020-2023 *in millions*



## Landfill Fund

This fund accounts for the County's landfill and waste management activities.

During the quarter, overall revenue collected was roughly one hundred five percent (104.6%) of the estimated quarter budget. Overall revenue for the first three quarters was one hundred seven percent (106.5%) of the estimated budget for that period. Licenses, Permits and Fees revenue collected during the quarter was over one hundred five percent (105%) of the quarterly budget and is expected to come in above budget for the year. Charges for Services revenue is higher than expected for the quarter at one hundred thirty-seven percent (137.3%) of the quarterly budget, increased charges for services revenue was expected in this quarter as construction picks back up for the spring. Charges for Services are expected to come in greater than budgeted overall for the year. Miscellaneous revenue is about seventy six percent (75.9%) of the expected budget for the quarter due to reductions in vehicle fuel reimbursement revenue from other departments (most notably Community Development) and lower than expected energy credit payments.

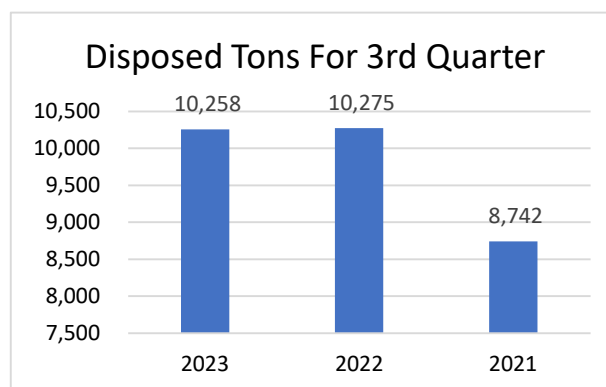
For the quarter, overall expenditures were about eighty-six percent (85.7%) of the quarterly budget. For the first three quarters, overall expenditures were about eighty nine percent (88.7%) of the estimated budget for that period. Personnel expenditures are below budget for the quarter due to the resignation of the landfill director and the lead equipment operator position remaining unfilled. Materials and services are below budget for the quarter due to the timing of one-time regulatory fees and contract payments that were paid in the prior quarter.

For the quarter, the fund balance increased by \$2,338, greater than the quarterly budget estimates.

Year-end estimates were revised to account for additional Licenses, Permits and Fees income expected and an increase in Charges for Services. Miscellaneous revenue estimates were revised downward to account for decreased fuel usage and energy credits. Estimated personnel expenditures were revised lower to account for the director and operator positions which are not expected to be filled until the next fiscal year.

The estimated ending fund balance of \$4.9 million is greater than budgeted and exceeds the desired minimum per fiscal policy.

During the quarter, the landfill successfully completed the annual DEQ agreed upon procedures report and began the hiring process for a new landfill director.





# Landfill Fund

CATEGORY	3RD QUARTER (Jan '23-Mar '23)				FY 2023 YTD (Jul '22-Mar '23)				FOR INFORMATIONAL PURPOSES	
	ESTIMATED BUDGET	ACTUAL	VARIANCE	% RECV'D OR SPENT	9 MO EST BUDGET	9 MO ACTUAL	9 MO VARIANCE	% RECV'D OR SPENT	BUDGET FY 2023	FULL YEAR ESTIMATE
<b>Revenues</b>										
Licenses, Permits & Fees	\$ 531,250	\$ 557,842	\$ 26,592	105.0%	\$ 1,593,750	\$ 1,717,911	\$ 124,161	107.8%	\$ 2,125,000	\$ 2,200,000
Charges for Services	31,250	42,913	11,663	137.3%	93,750	137,148	43,398	146.3%	125,000	171,000
Miscellaneous	43,750	33,228	(10,522)	75.9%	131,250	81,331	(49,919)	62.0%	175,000	105,000
<b>Total Revenues</b>	<b>606,250</b>	<b>633,983</b>	<b>27,733</b>	<b>104.6%</b>	<b>1,818,750</b>	<b>1,936,390</b>	<b>117,640</b>	<b>106.5%</b>	<b>2,425,000</b>	<b>2,476,000</b>
<b>Expenditures</b>										
Personnel	233,647	196,823	36,824	84.2%	659,164	537,666	121,498	81.6%	928,400	727,000
Materials & Services	276,025	183,396	92,629	66.4%	828,075	727,775	100,300	87.9%	1,104,100	1,134,000
Capital Outlay	227,550	251,425	(23,875)	110.5%	277,500	300,740	(23,240)	108.4%	370,000	370,000
<b>Total Expenditures</b>	<b>737,222</b>	<b>631,644</b>	<b>105,578</b>	<b>85.7%</b>	<b>1,764,739</b>	<b>1,566,181</b>	<b>198,558</b>	<b>88.7%</b>	<b>2,402,500</b>	<b>2,231,000</b>
<b>Revenues over (under) Expenditures</b>	<b>(130,972)</b>	<b>2,338</b>	<b>133,310</b>	<b>-1.8%</b>	<b>54,011</b>	<b>370,209</b>	<b>316,198</b>	<b>685.4%</b>	<b>22,500</b>	<b>245,000</b>
<b>Beginning Fund Balance</b>	<b>4,589,983</b>	<b>5,021,017</b>	<b>431,034</b>	<b>109.4%</b>	<b>4,405,000</b>	<b>4,653,146</b>	<b>248,146</b>	<b>105.6%</b>	<b>4,405,000</b>	<b>4,653,000</b>
<b>Ending Fund Balance</b>	<b>\$ 4,459,011</b>	<b>\$ 5,023,355</b>	<b>\$ 564,344</b>	<b>112.7%</b>	<b>\$ 4,459,011</b>	<b>\$ 5,023,355</b>	<b>\$ 564,344</b>	<b>112.7%</b>	<b>\$ 4,427,500</b>	<b>\$ 4,898,000</b>
Contingency									208,100	-
Reserved for Future Expenditure									4,219,400	-

**LANDFILL**  
**Revenues and Expenditures | 2020-2023**  
*in millions*



## Health Services Fund

The Health Services Fund accounts for the activities of the Health Department and Environmental Health. The primary revenue sources supporting the County's health services are intergovernmental grants from federal and state agencies, charges for services and general fund support.

During the quarter, overall revenue received was over one hundred thirty-three percent (133.4%) of the quarterly budget. Overall revenue for the first three quarters was one hundred twenty percent (119.8%) of the estimated budget for that period. Intergovernmental revenue was almost one hundred thirty-eight percent (137.6%) of the quarterly budget due to additional grant funding received. Transfers and Interfund revenue for the quarter are consistent with the budget for the quarter and are expected to remain on budget for the year. Licenses, permits and fees collected are one hundred twelve percent (111.9%) of the quarterly budget due to timing of licenses and fees. Licenses, permits and fees are expected to remain slightly above budget for the year. Charges for services collected for this quarter are about one hundred fifty-seven percent (158.6%) of the quarterly budget due to the continued uptick in vaccinations and other services that were not utilized as often during COVID. Finally, miscellaneous revenue collected for the quarter was over four hundred thirty percent (430.3%) of the quarterly budget due to increased interest revenue from investments.

For the quarter, overall expenditures were eighty-eight percent (88.1%) of the estimated budget. Overall for the first three quarters, expenditures were seventy nine (79.4%) of the budget for that period. The Health Department expenditures were sixty-eight percent (68.3%) of the quarterly budget as staff time is reallocated to grant funded programs as programs are staffed. Grant funded health program expenditures for the quarter were ninety-three percent (93.3%) of the estimated budget due to hiring staff and restarting programs that had been reduced due to prior staffing challenges. Environmental Health's expenditures were consistent with estimated quarterly budgeted amounts and are anticipated to remain on budget for the remainder of the year.

Overall, the fund balance increased by \$0.27 million for the quarter.

Full-year estimates for intergovernmental revenue have been revised to account for unexpected grants received during the quarter and increased interest revenue. Expenditures have been revised to account for subcontracted services to allow administration of grants as well as reallocation of staff to grant funded programs. The updated full-year estimates result in an increase in the fund balance of \$1.01 million, which is approximately \$1.53 million more than the budgeted reduction.

The estimated ending fund balance of \$3.81 million exceeds the desired minimum per fiscal policy, however, addressing staffing shortages and maintaining service levels continue to be a focus during the year.

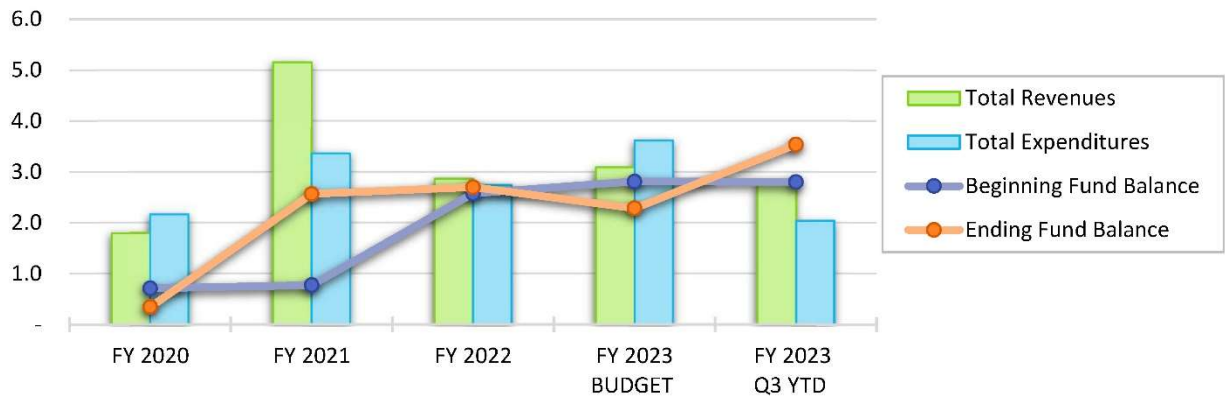
The Health Department continued to transition policies and procedures to a management system during the third quarter. They also completed the build out of their time and effort tracking for grants as required by the OHA and various other agencies.



# Health Services Fund

CATEGORY	3RD QUARTER (Jan '23-Mar '23)				FY 2023 YTD (Jul '22-Mar '23)				FOR INFORMATIONAL PURPOSES	
	ESTIMATED BUDGET	ACTUAL	VARIANCE	% RECV'D OR SPENT	9 MO EST BUDGET	9 MO ACTUAL	9 MO VARIANCE	% RECV'D OR SPENT	BUDGET FY 2023	FULL YEAR ESTIMATE
<b>Revenues</b>										
Intergovernmental	\$ 435,433	\$ 599,135	\$ 163,702	137.6%	\$ 1,306,298	\$ 1,538,405	\$ 232,107	117.8%	\$ 1,741,730	\$ 2,490,000
Transfers and Interfund	182,750	182,700	(50)	100.0%	548,250	548,100	(150)	100.0%	731,000	731,000
Licenses, Permits & Fees	20,025	22,399	2,374	111.9%	60,075	75,863	15,788	126.3%	80,100	83,000
Charges for Services	128,400	203,623	75,223	158.6%	385,200	567,971	182,771	147.4%	513,600	727,000
Miscellaneous	5,050	21,732	16,682	430.3%	15,150	43,825	28,675	289.3%	20,200	57,000
<b>Total Revenues</b>	<b>771,658</b>	<b>1,029,588</b>	<b>257,930</b>	<b>133.4%</b>	<b>2,314,973</b>	<b>2,774,164</b>	<b>459,191</b>	<b>119.8%</b>	<b>3,086,630</b>	<b>4,088,000</b>
<b>Expenditures</b>										
Health Department	188,809	129,036	59,773	68.3%	638,353	658,142	(19,789)	103.1%	899,089	934,000
Grant-Funded Health Program	653,588	609,844	43,744	93.3%	1,856,189	1,310,070	546,119	70.6%	2,614,350	2,047,000
Environmental Health	24,663	25,030	(367)	101.5%	69,580	67,809	1,771	97.5%	98,000	101,000
<b>Total Expenditures</b>	<b>867,060</b>	<b>763,911</b>	<b>103,149</b>	<b>88.1%</b>	<b>2,564,122</b>	<b>2,036,021</b>	<b>528,101</b>	<b>79.4%</b>	<b>3,611,439</b>	<b>3,082,000</b>
<b>Revenues over (under) Expenditures</b>	<b>(95,402)</b>	<b>265,677</b>	<b>361,079</b>	<b>-278.5%</b>	<b>(249,149)</b>	<b>738,143</b>	<b>987,292</b>	<b>-296.3%</b>	<b>(524,809)</b>	<b>1,006,000</b>
<b>Beginning Fund Balance</b>	<b>2,656,253</b>	<b>3,271,631</b>	<b>615,378</b>	<b>123.2%</b>	<b>2,810,000</b>	<b>2,799,165</b>	<b>(10,835)</b>	<b>99.6%</b>	<b>2,810,000</b>	<b>2,799,000</b>
<b>Ending Fund Balance</b>	<b>\$ 2,560,851</b>	<b>\$ 3,537,308</b>	<b>\$ 976,457</b>	<b>138.1%</b>	<b>\$ 2,560,851</b>	<b>\$ 3,537,308</b>	<b>\$ 976,457</b>	<b>138.1%</b>	<b>\$ 2,285,191</b>	<b>\$ 3,805,000</b>
Contingency									2,285,191	-

## HEALTH DEPARTMENT Revenues and Expenditures | 2020-2023 *in millions*





## Facilities Internal Services Fund

This fund accounts for all the County's building facilities activities.

The primary revenue sources are rent and operating expense recovery charges paid by departments for the building space they occupy. For the first three quarters, overall revenue was one hundred nine percent (109.2%) of the estimated budget for that period. During the third quarter, overall revenue was higher than budgeted, at one hundred thirty-eight percent (137.6%) due to internal service fee correction for debt service for the Jail Full Faith and Credit Bond. Miscellaneous revenue collected for the quarter is almost five hundred forty percent (539.9%) of the quarterly budget due to increased interest revenue from investments and an increase in the rent for broadband and cell towers.

During the quarter, a supplemental budget was approved to correct the fund where the Jail Full Faith and Credit Bond payment was appropriated from the Sheriff's Office to the Facilities Internal Service Fund. This increased the internal service fees and increased the debt payment appropriated in this fund equally by \$181,400.

For the quarter, operating expenditures were consistent with the quarterly budget. For the first three quarters, overall expenditures were eighty six percent (86.1%) of the estimated budget for that period. Personnel expenditures for the quarter were ninety-three percent (93.3%) due to resignation of the part time facilities administrative assistant. Materials and Services expenditures were approximately ninety-two percent (92.4%) due to repair/maintenance projects being moved to future quarters or tabled indefinitely as the County determines which buildings will be vacated as part of the move to the Justice Center. Capital expenditures planned for the quarter were below budget at thirty-three percent (32.9%) due to the above mentioned hold on improvements to buildings the County may not need in the future.

For the quarter, the fund balance increased by \$0.25 million. This increase was primarily driven by the deferred spending as discussed above.

Estimated expenditures were revised lower for personnel and materials and services due to staff vacancy and projects that have been postponed due to pending facilities use assessment.

The estimated ending fund balance for the fiscal year of \$848,000 is greater than budgeted and exceeds the desired minimum per fiscal policy.

The percentage of planned maintenance work orders versus reactive or emergency maintenance work orders that Facilities handles continues to improve in the third quarter. Additionally, energy efficiency projects such as lighting upgrades and remote programable thermostats were completed in the third quarter and are already saving the County money on utility bills.

During the quarter the Facilities Department continued to develop a 10-year capital replacement schedule for County buildings in conjunction with a use assessment that analyses the condition of current County Buildings to utilize the space the County has most efficiently and effectively. Meetings were held with affected department directors to discuss their needs with an engineering firm who will be assisting with the options for the Courthouse remodel.

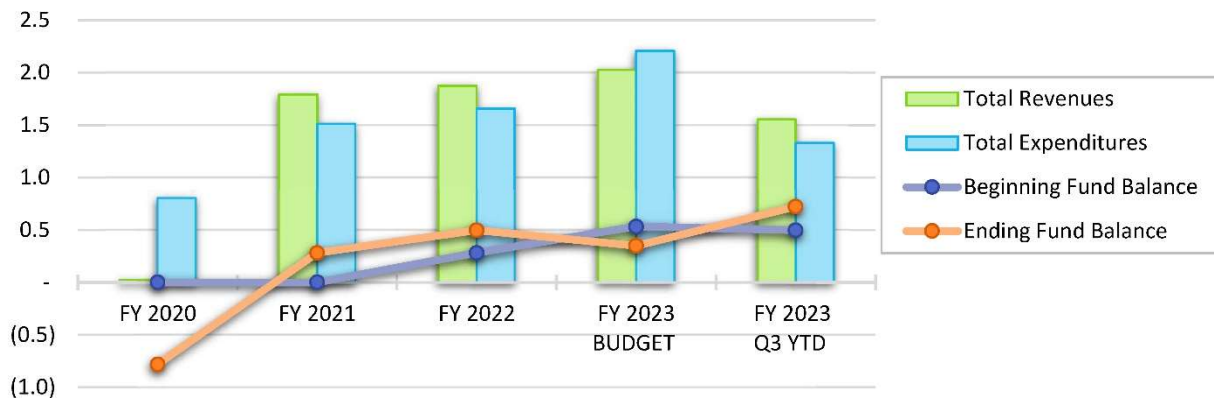


# Facilities Internal Services Fund

CATEGORY	3RD QUARTER (Jan '23-Mar '23)				FY 2023 YTD (Jul '22-Mar '23)				FOR INFORMATIONAL PURPOSES	
	ESTIMATED BUDGET	ACTUAL	VARIANCE	% RECV'D OR SPENT	9 MO EST BUDGET	9 MO ACTUAL	9 MO VARIANCE	% RECV'D OR SPENT	BUDGET FY 2023	FULL YEAR ESTIMATE
<b>Revenues</b>										
Intergovernmental	\$ -	\$ 60,229	\$ 60,229		\$ -	\$ 108,052	\$ 108,052		\$ -	\$ 373,000
Internal Service	502,750	615,434	112,684	122.4%	1,508,250	1,498,117	(10,133)	99.3%	2,011,000	1,922,000
Charges for Services	2,500	14,593	12,093	583.7%	7,500	38,557	31,057	514.1%	10,000	44,000
Miscellaneous	1,250	6,749	5,499	539.9%	3,750	14,559	10,809	388.3%	5,000	18,000
<b>Total Revenues</b>	<b>506,500</b>	<b>697,005</b>	<b>190,505</b>	<b>137.6%</b>	<b>1,519,500</b>	<b>1,659,285</b>	<b>139,785</b>	<b>109.2%</b>	<b>2,026,000</b>	<b>2,357,000</b>
<b>Expenditures</b>										
Personnel	121,454	113,322	8,132	93.3%	342,646	329,792	12,854	96.2%	482,600	472,000
Materials & Services	303,700	280,528	23,172	92.4%	911,100	820,553	90,547	90.1%	1,214,800	1,203,000
Capital Outlay	163,350	53,772	109,578	32.9%	221,100	109,662	111,438	49.6%	330,000	150,000
Debt Service	-	-	-		68,025	68,200	(175)	100.3%	181,400	181,000
<b>Total Expenditures</b>	<b>588,504</b>	<b>447,622</b>	<b>140,882</b>	<b>76.1%</b>	<b>1,542,871</b>	<b>1,328,207</b>	<b>214,664</b>	<b>86.1%</b>	<b>2,208,800</b>	<b>2,006,000</b>
<b>Revenues over (under) Expenditures</b>	<b>(82,004)</b>	<b>249,382</b>	<b>331,386</b>	<b>-304.1%</b>	<b>(23,371)</b>	<b>331,078</b>	<b>354,449</b>	<b>-1416.6%</b>	<b>(182,800)</b>	<b>351,000</b>
<b>Beginning Fund Balance</b>	<b>590,933</b>	<b>578,558</b>	<b>(12,375)</b>	<b>97.9%</b>	<b>532,300</b>	<b>496,862</b>	<b>(35,438)</b>	<b>93.3%</b>	<b>532,300</b>	<b>497,000</b>
<b>Ending Fund Balance</b>	<b>\$ 508,929</b>	<b>\$ 827,941</b>	<b>\$ 319,012</b>	<b>162.7%</b>	<b>\$ 508,929</b>	<b>\$ 827,941</b>	<b>\$ 319,012</b>	<b>162.7%</b>	<b>\$ 349,500</b>	<b>\$ 848,000</b>
Contingency									349,500	-

\* Beginning Fund Balance on several funds was updated due to changes in Fiscal Year 2022 as final guidance was received in October regarding reporting the American Rescue Plan Act spending and several adjustments were made at the request of our auditors to bring financials in line with that guidance.

## FACILITIES - INTERNAL SERVICE FUND Revenues and Expenditures | 2020-2023 *in millions*



## Library Fund

This fund accounts for the County's library activities, including the Law Library.

The primary revenue source to fund library operations is a portion of the County's general property tax levy (96.0% of total revenue). Overall revenue collected for the third quarter was one hundred eleven percent (111.2%) of the estimated budget with overall revenue coming in at one hundred five percent (104.7%) of the estimated budget for the first three quarters. Tax collection revenue for the quarter was approximately one hundred eight percent (108.4%) of the quarterly estimated budget, however, as noted earlier property taxes were anticipated to be slightly greater than budgeted for the fiscal year as the actual levy was eight percent (8%) above the fiscal year 2022 levy, compared to a budgeted levy increase of five and one-half percent (5.5%). During the quarter, there was no Intergovernmental revenue or Transfers and Interfund revenue collected which is consistent with the quarterly estimated budget. Licenses, permits and fees collected for the quarter were twenty-eight percent (28.4%) due to majority of funds being received in the first quarter, it is anticipated revenue will be consistent with budget. Miscellaneous revenue collected for the quarter is about two hundred sixty-nine percent (268.8%) of the quarter budget due to an increase in donations received and interest revenue. It is anticipated that Miscellaneous revenue will be slightly higher than budgeted for the year.

For the quarter, overall Library expenditures are below the estimated quarterly budget at eighty-five percent (85.3%). Overall expenditures for the first three quarters came in at ninety three percent (93.4%) of the estimated budget for that period. Library expenditures are about eighty-eight percent (87.5%) of the quarterly estimated budget due to the resignation of the Library Director and corresponding reduction in personnel costs. Library grants and donations are thirty-six percent (36%) of quarterly budget due to the corresponding reduction in donation revenue in prior quarters. Law Library expenditures are strictly personnel and are fifty-one percent (51%) of budget for the quarter due to resignation of the Library Director and the interim Department Head filling in at a lower salary.

Full year estimates for revenue and expenditures were updated to account for additional Intergovernmental, Charges for Services, and Miscellaneous revenue. Personnel expenditure estimates for the Library and Law Library were revised lower due to vacant director position which is expected to be filled in the fourth quarter. The estimated variance of revenues over expenditures is \$25,000 which is greater than budgeted by nearly \$106,000.

For the quarter, the fund balance decreased by \$0.23 million due to the timing of the receipt of tax revenue earlier in the year.

The estimated ending fund balance of \$764,000 exceeds the budget and desired minimum per fiscal policy.

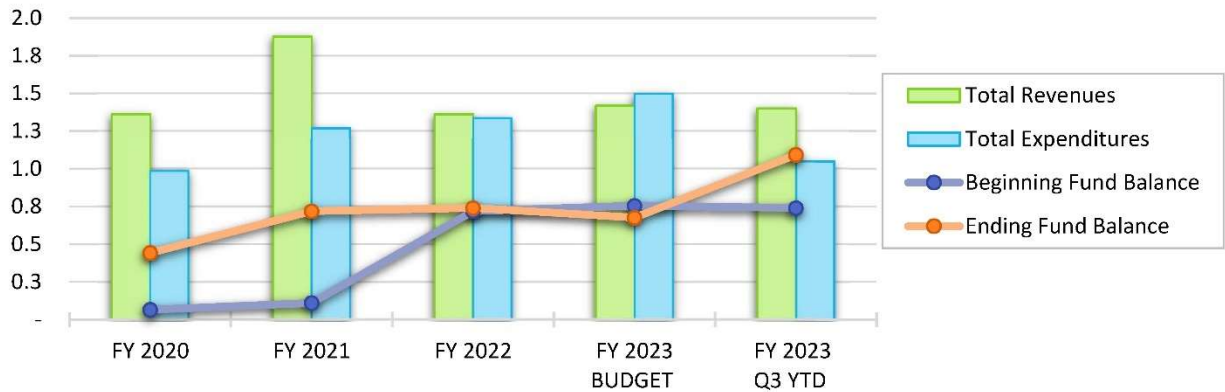
During the quarter the won OLA's Library of the year, Librarian of the Year and Library Employees of the Year. They also added an additional day with Thrive Central Oregon to provide social worker services to those in need.



# Library Fund

CATEGORY	3RD QUARTER (Jan '23-Mar '23)				FY 2023 YTD (Jul '22-Mar '23)				FOR INFORMATIONAL PURPOSES	
	ESTIMATED BUDGET	ACTUAL	VARIANCE	% RECVD OR SPENT	9 MO EST BUDGET	9 MO ACTUAL	9 MO VARIANCE	% RECVD OR SPENT	BUDGET FY 2023	FULL YEAR ESTIMATE
<b>Revenues</b>										
Taxes	\$ 68,000	\$ 73,720	\$ 5,720	108.4%	\$ 1,292,000	\$ 1,340,414	\$ 48,414	103.7%	\$ 1,360,000	\$ 1,419,000
Intergovernmental	-	-	-		9,579	10,608	1,029	110.7%	9,579	11,000
Transfers and Interfund	-	-	-		-	-	-		-	-
Licenses, Permits & Fees	6,875	1,955	(4,920)	28.4%	20,625	27,099	6,474	131.4%	27,500	28,000
Charges for Services	-	(293)	(293)		-	1,632	1,632		-	2,000
Miscellaneous	5,000	13,441	8,441	268.8%	15,000	20,826	5,826	138.8%	20,000	23,000
<b>Total Revenues</b>	<b>79,875</b>	<b>88,823</b>	<b>8,948</b>	<b>111.2%</b>	<b>1,337,204</b>	<b>1,400,579</b>	<b>63,375</b>	<b>104.7%</b>	<b>1,417,079</b>	<b>1,483,000</b>
<b>Expenditures</b>										
Library	356,420	311,862	44,558	87.5%	1,069,259	1,017,795	51,464	95.2%	1,425,679	1,398,000
Library Grants and Donations	10,800	3,889	6,911	36.0%	32,400	16,272	16,128	50.2%	43,200	32,000
Law Library	7,248	3,695	3,553	51.0%	20,448	13,441	7,007	65.7%	28,800	28,000
<b>Total Expenditures</b>	<b>374,468</b>	<b>319,446</b>	<b>55,022</b>	<b>85.3%</b>	<b>1,122,107</b>	<b>1,047,507</b>	<b>74,600</b>	<b>93.4%</b>	<b>1,497,679</b>	<b>1,458,000</b>
<b>Revenues over (under) Expenditures</b>	<b>(294,593)</b>	<b>(230,623)</b>	<b>63,970</b>	<b>78.3%</b>	<b>215,097</b>	<b>353,072</b>	<b>137,975</b>	<b>164.1%</b>	<b>(80,600)</b>	<b>25,000</b>
<b>Beginning Fund Balance</b>	<b>1,264,890</b>	<b>1,323,164</b>	<b>58,274</b>	<b>104.6%</b>	<b>755,200</b>	<b>739,470</b>	<b>(15,730)</b>	<b>97.9%</b>	<b>755,200</b>	<b>739,000</b>
<b>Ending Fund Balance</b>	<b>\$ 970,297</b>	<b>\$ 1,092,541</b>	<b>\$ 122,244</b>	<b>112.6%</b>	<b>\$ 970,297</b>	<b>\$ 1,092,541</b>	<b>\$ 122,244</b>	<b>112.6%</b>	<b>\$ 674,600</b>	<b>\$ 764,000</b>
Contingency									674,600	-

## LIBRARY Revenues and Expenditures | 2020-2023 in millions



## Fairgrounds Fund

This fund accounts for the activities of the Fairgrounds. Primary continuing revenue sources for the fairgrounds come from transient room taxes (TRT), facility use, video lottery funds, and a transfer from the General Fund. Fiscal year 2023 also includes \$2.3 million in one-time intergovernmental grants for capital projects.

Overall revenue for the first three quarters was seventy-nine percent (79.2%) of the estimated budget for that period. During the third quarter, overall revenue was fifty-six percent (55.9%) of the estimated budget. Tax revenue for the quarter was ninety-eight percent (98.2%) of the budget for the quarter. Intergovernmental revenue accounts for revenue from the State of Oregon Fairground Infrastructure Grant expended for capital projects for the quarter and is below budget, about forty-seven percent (46.5%) due to revenue being recognized as it is spent. Transfers and Interfund revenue collected for the quarter are ninety-five percent (95%) of the quarter budget and are expected to be on budget for the year. Licenses, permits, and fees are over three hundred thirty-three percent (332.5%) of the quarterly budget but are expected to remain on budget for the year. There were \$29,235 in unanticipated charges for services revenue collected for the quarter for future events in the spring/summer/fall. Miscellaneous revenue was twenty percent (20.1%) of the budget for the quarter due to the timing of donations.

For the quarter, operating expenditures were less than the estimated quarter budget at fifty-nine percent (58.8%). For the first three quarters, expenditures were eighty-three percent (82.8%) of the estimated budget for that period. Personnel and capital outlay expenditures are consistent with the budget estimated for the quarter. However, due to the restructuring of the office assistant position, a budget adjustment will be made to address the staffing at the fairgrounds to allow them to remain fully staffed for the year. Materials and services expenditures are seventy-four percent (74%) of the quarter budget but are expected to increase as minor equipment purchases are made utilizing grant funds. Originally all spending for the \$2.3 million in grant funds was accounted for in capital outlay, however, due to some equipment purchases being under the County's capitalization threshold, a budget adjustment will be completed to account for increased spending for minor equipment in materials and services for the year. Capital outlay expenditures are fifty percent (49.9%) of the estimated quarter budget. Capital outlay expenditures are anticipated to be less than budget for the year, as grant proceeds were fully appropriated during fiscal year 2023, however, the timing of the improvements, equipment purchases, and major repairs are anticipated to extend over the next two years depending upon availability of contractors and equipment.

For the quarter, the fund balance increased by \$2,603, slightly less than budgeted due to spending down grant funds.

The full-year estimates for revenue and expenditures were revised down to more accurately reflect expected spending of grants received. The updated full-year estimate results in a variance of \$0.17 million in revenues over expenditures which exceeds the budgeted amount by \$0.34 million.

The estimated ending fund balance of \$365,000 is greater than budgeted but does not meet the desired minimum per fiscal policy. Additional revenue opportunities are being explored to provide sustainable funding and offset the rising costs of the Crook County Fair and fairgrounds operations.

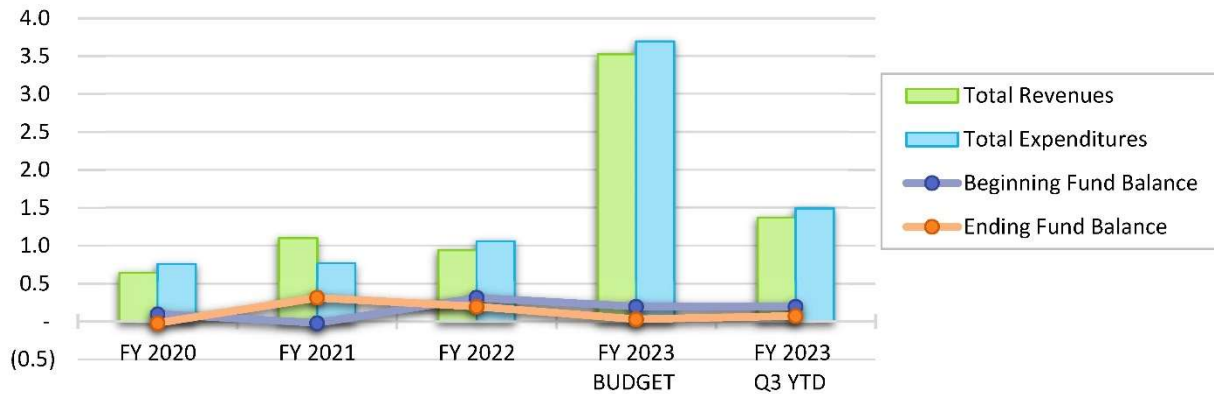




# Fairgrounds Fund

CATEGORY	3RD QUARTER (Jan '23-Mar '23)				FY 2023 YTD (Jul '22-Mar '23)				FOR INFORMATIONAL PURPOSES	
	ESTIMATED BUDGET	ACTUAL	VARIANCE	% REC'D OR SPENT	9 MO EST BUDGET	9 MO ACTUAL	9 MO VARIANCE	% REC'D OR SPENT	BUDGET FY 2023	FULL YEAR ESTIMATE
<b>Revenues</b>										
Taxes	\$ 45,000	\$ 44,175	\$ (825)	98.2%	\$ 135,000	\$ 156,189	\$ 21,189	115.7%	\$ 180,000	\$ 180,000
Intergovernmental	531,519	247,155	(284,364)	46.5%	847,525	564,887	(282,638)	66.7%	2,421,500	1,244,000
Transfers and Interfund	85,600	81,300	(4,300)	95.0%	256,800	243,900	(12,900)	95.0%	342,400	342,000
Licenses, Permits & Fees	750	2,494	1,744	332.5%	2,250	3,927	1,677	174.5%	3,000	4,000
Charges for Services	-	29,235	29,235		203,900	225,076	21,176	110.4%	203,900	233,000
Miscellaneous	94,300	18,928	(75,372)	20.1%	282,900	174,614	(108,286)	61.7%	377,200	383,000
<b>Total Revenues</b>	<b>757,169</b>	<b>423,287</b>	<b>(333,882)</b>	<b>55.9%</b>	<b>1,728,375</b>	<b>1,368,593</b>	<b>(359,782)</b>	<b>79.2%</b>	<b>3,528,000</b>	<b>2,386,000</b>
<b>Expenditures</b>										
Personnel	95,000	87,160	7,840	91.7%	269,167	267,338	1,829	99.3%	380,000	375,000
Materials & Services	98,420	72,795	25,625	74.0%	618,640	598,828	19,812	96.8%	703,000	708,000
Capital Outlay	522,340	260,730	261,610	49.9%	914,095	626,082	288,013	68.5%	2,611,700	1,134,000
<b>Total Expenditures</b>	<b>715,760</b>	<b>420,684</b>	<b>295,076</b>	<b>58.8%</b>	<b>1,801,902</b>	<b>1,492,248</b>	<b>309,654</b>	<b>82.8%</b>	<b>3,694,700</b>	<b>2,217,000</b>
<b>Revenues over (under) Expenditures</b>	<b>41,409</b>	<b>2,603</b>	<b>(38,806)</b>	<b>6.3%</b>	<b>(73,527)</b>	<b>(123,655)</b>	<b>(50,128)</b>	<b>168.2%</b>	<b>(166,700)</b>	<b>169,000</b>
<b>Beginning Fund Balance</b>	<b>81,064</b>	<b>69,865</b>	<b>(11,199)</b>	<b>86.2%</b>	<b>196,000</b>	<b>196,123</b>	<b>123</b>	<b>100.1%</b>	<b>196,000</b>	<b>196,000</b>
<b>Ending Fund Balance</b>	<b>\$ 122,473</b>	<b>\$ 72,468</b>	<b>\$ (50,005)</b>	<b>59.2%</b>	<b>\$ 122,473</b>	<b>\$ 72,468</b>	<b>\$ (50,005)</b>	<b>59.2%</b>	<b>\$ 29,300</b>	<b>\$ 365,000</b>
Contingency									29,300	-

## FAIRGROUNDS Revenues and Expenditures | 2020-2023 *in millions*



## Airport Fund

This fund accounts for the operations of the Central Oregon Helibase building and improvement grant projects at Prineville Airport. Day-to-day airport operations are run by the City of Prineville and are accounted for in their books and reports. The Airport capital outlay fund was consolidated to this fund at the beginning of fiscal year 2023. The primary revenue sources are intergovernmental revenues for specific projects and rent payments from the Forest Service for the Central Oregon Helibase.

During the quarter, revenue was approximately thirty-six percent (36.2%) of the quarterly estimated budget. For the first three quarters, revenue was about fifty-four percent (53.8%) of the estimated budget for that period. \$32,000 of unbudgeted grant revenue from the previous year was received in the third quarter. It is anticipated that some intergovernmental revenue will be received in the fourth quarter with the remainder received in the next fiscal year for grant projects due to the timing of grant reimbursement requests. Charges for services revenue was eighty-one percent (80.5%) for the quarter budget due to the timing of receipt of the rent payments for the helibase from the Forest Service. It was also anticipated that several additional new hangar spaces would be leased with the County receiving the infrastructure reimbursement, however, those leases have not been executed. Miscellaneous revenue received for the quarter consisted of interest on investments. Miscellaneous revenue is expected to meet the full annual budget in the final quarter with the anticipated sale of property to the County of \$2.5 million and interest earned. The sale of property to the County is intended to capitalize the airport for income generating improvements to become a self-sustainable operation.

For the quarter, operating expenditures were less than the quarterly budget at eighty three percent (83.1%) and are expected to remain on budget through the remainder of the year. For the first three quarters, expenditures were ninety-one percent (91.2%) of the estimated budget. Carryover grant funded projects are anticipated to be completed in the fourth quarter, with new projects anticipated in the Spring 2023. Debt payments were made as expected during the quarter. Debt payments will be made consistent with the budget for the remainder of the year.

For the quarter, fund balance decreased by \$0.18 million due to the timing of grant expenditures versus grant revenues and revenue from the sale of property.

Full year estimates have been reviewed, with a positive fiscal-year end variance of \$1.51 million revenue over expenses. The estimated ending fund balance of \$1.61 million is less than budgeted but meets the desired minimum per fiscal policy.

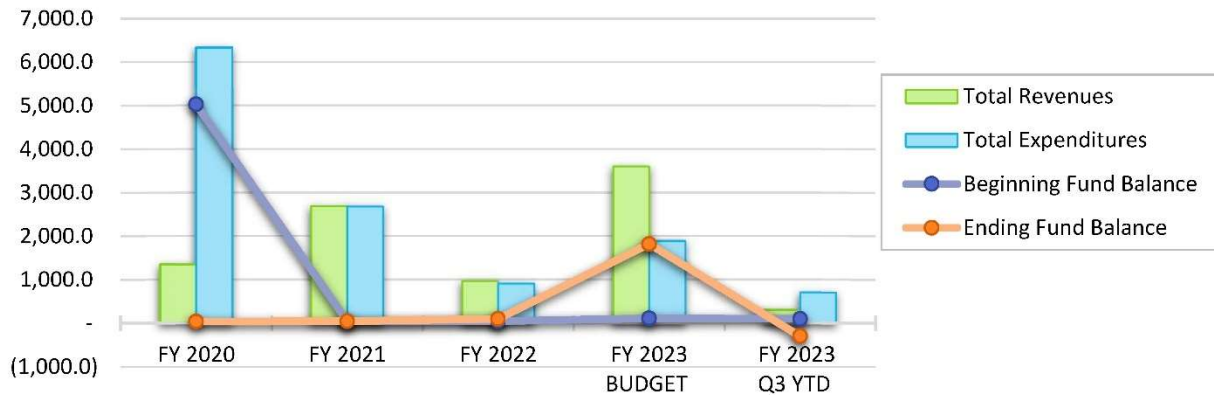
During the quarter, the airport began the new grant funded T-hangar project by putting out requests for quotes for the engineering work, choosing an appropriate firm and beginning work with that firm. Work on the business plan continues and an updated lease agreement is being drafted. It is anticipated that the sale of the property will be completed in the fourth quarter.



# Airport Fund

CATEGORY	3RD QUARTER (Jan '23-Mar '23)				FY 2023 YTD (Jul '22-Mar '23)				FOR INFORMATIONAL PURPOSES	
	ESTIMATED BUDGET	ACTUAL	VARIANCE	% REC'D OR SPENT	9 MO EST BUDGET	9 MO ACTUAL	9 MO VARIANCE	% REC'D OR SPENT	BUDGET FY 2023	FULL YEAR ESTIMATE
<b>Revenues</b>										
Intergovernmental	\$ -	\$ 32,000	\$ 32,000		\$ -	\$ 32,000	\$ 32,000		\$ 657,000	\$ 145,000
Charges for Services	107,350	86,420	(20,930)	80.5%	322,050	259,284	(62,766)	80.5%	429,400	346,000
Miscellaneous	241,000	7,748	(233,252)	3.2%	251,000	17,292	(233,708)	6.9%	2,510,000	2,517,000
<b>Total Revenues</b>	<b>348,350</b>	<b>126,168</b>	<b>(222,182)</b>	<b>36.2%</b>	<b>573,050</b>	<b>308,576</b>	<b>(264,474)</b>	<b>53.8%</b>	<b>3,596,400</b>	<b>3,008,000</b>
<b>Expenditures</b>										
Materials & Services	104,575	36,774	67,801	35.2%	355,555	287,985	67,570	81.0%	418,300	408,000
Capital Outlay	(27,750)	-	(27,750)	0.0%	-	28,663	(28,663)		555,000	175,000
Debt Service										
Principal	165,250	150,000	15,250	90.8%	165,250	150,000	15,250	90.8%	661,000	661,000
Interest	126,000	118,937	7,063	94.4%	252,000	237,874	14,126	94.4%	252,000	252,000
<b>Total Expenditures</b>	<b>368,075</b>	<b>305,711</b>	<b>62,364</b>	<b>83.1%</b>	<b>772,805</b>	<b>704,522</b>	<b>68,283</b>	<b>91.2%</b>	<b>1,886,300</b>	<b>1,496,000</b>
<b>Revenues over (under) Expenditures</b>	<b>(19,725)</b>	<b>(179,543)</b>	<b>(159,818)</b>	<b>910.2%</b>	<b>(199,755)</b>	<b>(395,946)</b>	<b>(196,191)</b>	<b>198.2%</b>	<b>1,710,100</b>	<b>1,512,000</b>
<b>Beginning Fund Balance</b>	<b>(70,030)</b>	<b>(118,126)</b>	<b>(48,096)</b>	<b>168.7%</b>	<b>110,000</b>	<b>98,277</b>	<b>(11,723)</b>	<b>89.3%</b>	<b>110,000</b>	<b>98,000</b>
<b>Ending Fund Balance</b>	<b>\$ (89,755)</b>	<b>\$ (297,669)</b>	<b>\$ (207,914)</b>	<b>331.6%</b>	<b>\$ (89,755)</b>	<b>\$ (297,669)</b>	<b>\$ (207,914)</b>	<b>331.6%</b>	<b>\$ 1,820,100</b>	<b>\$ 1,610,000</b>
Contingency									1,820,100	-

## AIRPORT Revenues and Expenditures | 2020-2023 *in thousands*





## Capital Asset Reserve Fund

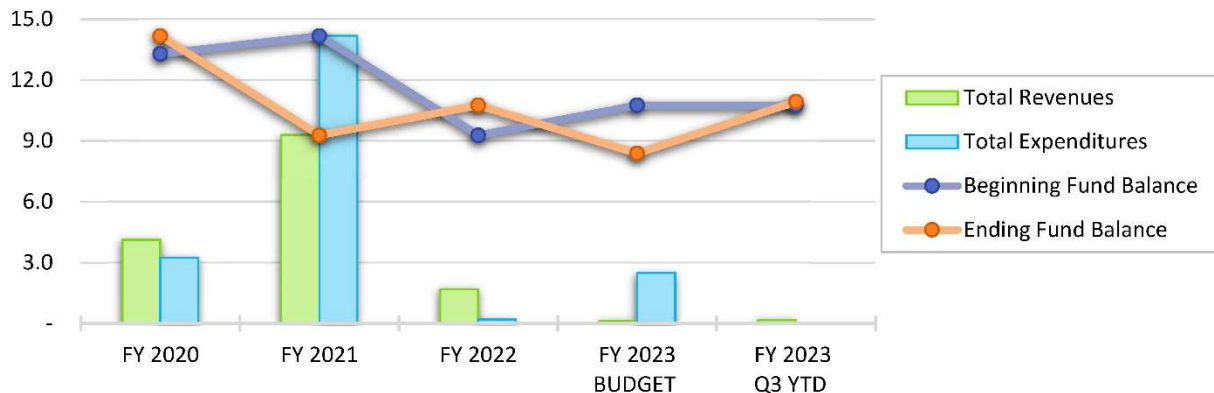
This fund accounts for funds held in reserve by the County with no limitation to its use. Interest is the only revenue received during the quarter.

No expenditures were made in the third quarter resulting in an increase to fund balance of \$73,045 due to interest. The only purchase anticipated during the year is the purchase of land from the airport for \$2,500,000.

Full year estimates were updated for the increased interest revenue expected. The estimated year-end fund balance of \$8.5 million is consistent with budget and exceeds fiscal policy requirements.

CATEGORY	3RD QUARTER (Jan '23-Mar '23)				FY 2023 YTD (Jul '22-Mar '23)				FOR INFORMATIONAL PURPOSES	
	ESTIMATED BUDGET	ACTUAL	VARIANCE	% RECV'D OR SPENT	9 MO EST BUDGET	9 MO ACTUAL	9 MO VARIANCE	% RECV'D OR SPENT	BUDGET FY 2023	FULL YEAR ESTIMATE
<b>Revenues</b>										
Intergovernmental	\$ -	\$ -	\$ -		\$ 23,000	\$ 23,446	\$ 446	101.9%	\$ 23,000	\$ 23,000
Miscellaneous	27,500	73,045	45,545	265.6%	82,500	157,633	75,133	191.1%	110,000	209,000
<b>Total Revenues</b>	<b>27,500</b>	<b>73,045</b>	<b>45,545</b>	<b>265.6%</b>	<b>105,500</b>	<b>181,079</b>	<b>75,579</b>	<b>171.6%</b>	<b>133,000</b>	<b>232,000</b>
<b>Expenditures</b>										
Capital Outlay	-	-	-		-	-	-		2,500,000	2,500,000
<b>Total Expenditures</b>	<b>-</b>	<b>-</b>	<b>-</b>		<b>-</b>	<b>-</b>	<b>-</b>		<b>2,500,000</b>	<b>2,500,000</b>
<b>Revenues over (under) Expenditures</b>	<b>27,500</b>	<b>73,045</b>	<b>45,545</b>	<b>265.6%</b>	<b>105,500</b>	<b>181,079</b>	<b>75,579</b>	<b>171.6%</b>	<b>(2,367,000)</b>	<b>(2,268,000)</b>
<b>Beginning Fund Balance</b>	<b>10,827,000</b>	<b>10,856,931</b>	<b>29,931</b>	<b>100.3%</b>	<b>10,749,000</b>	<b>10,748,897</b>	<b>(103)</b>	<b>100.0%</b>	<b>10,749,000</b>	<b>10,749,000</b>
<b>Ending Fund Balance</b>	<b>\$ 10,854,500</b>	<b>\$ 10,929,976</b>	<b>\$ 75,476</b>	<b>100.7%</b>	<b>\$ 10,854,500</b>	<b>\$ 10,929,976</b>	<b>\$ 75,476</b>	<b>100.7%</b>	<b>\$ 8,382,000</b>	<b>\$ 8,481,000</b>
Contingency									8,382,000	-

### CAPITAL ASSET RESERVE FUND Revenues and Expenditures | 2020-2023 *in millions*



## Justice Center Capital Project Fund

The Justice Center Capital Projects Fund accounts for the Justice Center and Courthouse capital project activities. Construction is moving along well, and the project is slightly behind schedule due to construction supply shortages and remains projected to be completed by early-mid 2024. The foundation work was completed and the structure for the first, second, and third floors was erected in the third quarter.

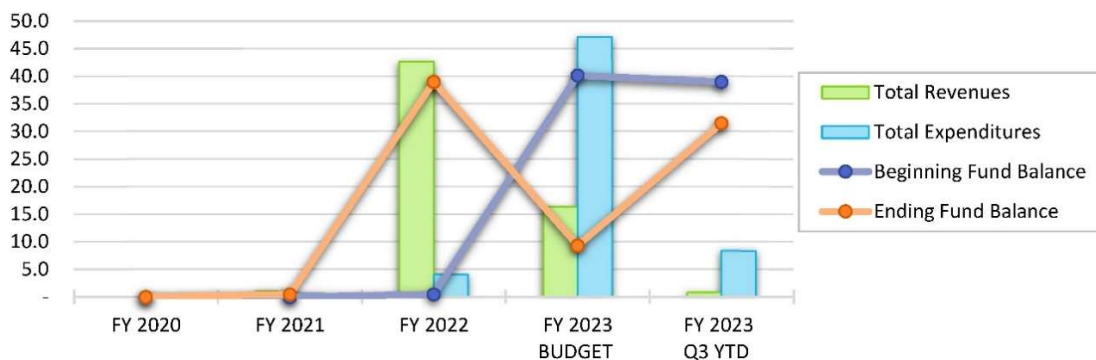
During the quarter, the only revenue received was from interest. Intergovernmental revenue of \$16.0 million from the Oregon Justice Department is not anticipated until the end of this fiscal year or fiscal year 2024.

For the quarter, expenditures for the Justice Center are slightly behind the project construction budget due to some changes to the plans that were needed for ADA access. In the third quarter, expenditures were about sixty percent (60%) of estimated quarter budget. It should be noted that the entire construction budget for the Justice Center was appropriated for fiscal year 2023 with the expectation that the project continue to fiscal year 2024.

Estimated ending fund balance of \$28.48 million is projected to be sufficient to meet the County's funding requirements for the Justice Center and provide initial funding for the County Courthouse renovation project to follow.

CATEGORY	3RD QUARTER (Jan '23-Mar '23)				FY 2023 YTD (Jul '22-Mar '23)				FOR INFORMATIONAL PURPOSES	
	ESTIMATED BUDGET	ACTUAL	VARIANCE	% RECV'D OR SPENT	9 MO EST BUDGET	9 MO ACTUAL	9 MO VARIANCE	% RECV'D OR SPENT	BUDGET FY 2023	FULL YEAR ESTIMATE
<b>Revenues</b>										
Intergovernmental	\$ -	\$ -	\$ -		\$ -	\$ -	\$ -		\$ 16,000,000	\$ 7,400,000
Miscellaneous	75,000	496,213	421,213	661.6%	225,000	840,083	615,083	373.4%	300,000	1,116,000
<b>Total Revenues</b>	<b>75,000</b>	<b>496,213</b>	<b>421,213</b>	<b>661.6%</b>	<b>225,000</b>	<b>840,083</b>	<b>615,083</b>	<b>373.4%</b>	<b>16,300,000</b>	<b>8,516,000</b>
<b>Expenditures</b>										
Personnel	7,794	6,240	1,554	80.1%	20,041	19,274	767	96.2%	111,340	25,000
Materials & Services	1,247,863	248,676	999,187	19.9%	1,527,996	1,457,363	70,633	95.4%	2,546,660	2,547,000
Capital Outlay	4,001,130	2,898,778	1,102,352	72.4%	8,891,400	6,877,994	2,013,406	77.4%	44,457,000	16,457,000
<b>Total Expenditures</b>	<b>5,256,787</b>	<b>3,153,694</b>	<b>2,103,093</b>	<b>60.0%</b>	<b>10,439,437</b>	<b>8,354,631</b>	<b>2,084,806</b>	<b>80.0%</b>	<b>47,115,000</b>	<b>19,029,000</b>
<b>Revenues over (under) Expenditures</b>	<b>(5,181,787)</b>	<b>(2,657,482)</b>	<b>2,524,305</b>	<b>51.3%</b>	<b>(10,214,437)</b>	<b>(7,514,548)</b>	<b>2,699,889</b>	<b>73.6%</b>	<b>(30,815,000)</b>	<b>(10,513,000)</b>
<b>Beginning Fund Balance</b>	<b>35,100,350</b>	<b>34,138,144</b>	<b>(962,206)</b>	<b>97.3%</b>	<b>40,133,000</b>	<b>38,995,210</b>	<b>(1,137,790)</b>	<b>97.2%</b>	<b>40,133,000</b>	<b>38,995,000</b>
<b>Ending Fund Balance</b>	<b>\$ 29,918,563</b>	<b>\$ 31,480,662</b>	<b>\$ 1,562,099</b>	<b>105.2%</b>	<b>\$ 29,918,563</b>	<b>\$ 31,480,662</b>	<b>\$ 1,562,099</b>	<b>105.2%</b>	<b>\$ 9,318,000</b>	<b>\$ 28,482,000</b>
Contingency									9,318,000	-

**JUSTICE CENTER AND COURTHOUSE CAPITAL PROJECT**  
**Revenues and Expenditures | 2020-2023**  
*in millions*



## Other Non-Major Funds

All funds with annual revenue of less than \$500,000, the County's GO Debt Service Fund, and funds that do not involve County operations, such as the Mental Health Fund, are presented below.

### Veterans Services Fund

CATEGORY	3RD QUARTER (Jan '23-Mar '23)				FY 2023 YTD (Jul '22-Mar '23)				FOR INFORMATIONAL PURPOSES	
	ESTIMATED BUDGET	ACTUAL	VARIANCE	% RECV'D OR SPENT	9 MO EST BUDGET	9 MO ACTUAL	9 MO VARIANCE	% RECV'D OR SPENT	BUDGET FY 2023	FULL YEAR ESTIMATE
<b>Revenues</b>										
Intergovernmental	\$ 22,800	\$ 22,892	\$ 92	100.4%	\$ 45,600	\$ 45,784	\$ 184	100.4%	\$ 91,200	\$ 91,000
Transfers and Interfund	40,175	40,200	25	100.1%	120,525	120,600	75	100.1%	160,700	161,000
Miscellaneous	-	736	736		-	1,662	1,662		-	2,000
<b>Total Revenues</b>	<b>62,975</b>	<b>63,828</b>	<b>853</b>	<b>101.4%</b>	<b>166,125</b>	<b>168,045</b>	<b>1,920</b>	<b>101.2%</b>	<b>251,900</b>	<b>254,000</b>
<b>Expenditures</b>										
Personnel	50,925	33,640	17,285	66.1%	144,288	114,426	29,862	79.3%	203,700	133,000
Materials & Services	25,000	17,870	7,130	71.5%	93,750	81,465	12,285	86.9%	125,000	112,000
<b>Total Expenditures</b>	<b>75,925</b>	<b>51,510</b>	<b>24,415</b>	<b>67.8%</b>	<b>238,038</b>	<b>195,891</b>	<b>42,147</b>	<b>82.3%</b>	<b>328,700</b>	<b>245,000</b>
<b>Revenues over (under) Expenditures</b>	<b>(12,950)</b>	<b>12,318</b>	<b>25,268</b>	<b>-95.1%</b>	<b>(71,913)</b>	<b>(27,846)</b>	<b>44,067</b>	<b>38.7%</b>	<b>(76,800)</b>	<b>9,000</b>
<b>Beginning Fund Balance</b>	<b>40,337</b>	<b>74,087</b>	<b>33,750</b>	<b>183.7%</b>	<b>99,300</b>	<b>114,251</b>	<b>14,951</b>	<b>115.1%</b>	<b>99,300</b>	<b>114,000</b>
<b>Ending Fund Balance</b>	<b>\$ 27,387</b>	<b>\$ 86,405</b>	<b>\$ 59,018</b>	<b>315.5%</b>	<b>\$ 27,387</b>	<b>\$ 86,405</b>	<b>\$ 59,018</b>	<b>315.5%</b>	<b>\$ 22,500</b>	<b>\$ 123,000</b>
Contingency									22,500	-

### Weed Control Fund

CATEGORY	3RD QUARTER (Jan '23-Mar '23)				FY 2023 YTD (Jul '22-Mar '23)				FOR INFORMATIONAL PURPOSES	
	ESTIMATED BUDGET	ACTUAL	VARIANCE	% RECV'D OR SPENT	9 MO EST BUDGET	9 MO ACTUAL	9 MO VARIANCE	% RECV'D OR SPENT	BUDGET FY 2023	FULL YEAR ESTIMATE
<b>Revenues</b>										
Intergovernmental	\$ -	\$ -	\$ -		\$ -	\$ 10,537	\$ 10,537		\$ -	\$ 11,000
Transfers and Interfund	4,500	-	(4,500)	0.0%	22,500	18,500	(4,000)	82.2%	30,000	18,000
Licenses, Permits & Fees	124,200	105,576	(18,624)	85.0%	135,000	115,944	(19,056)	85.9%	180,000	180,000
Miscellaneous	250	1,678	1,428	671.3%	750	3,494	2,744	465.8%	1,000	4,000
<b>Total Revenues</b>	<b>128,950</b>	<b>107,254</b>	<b>(21,696)</b>	<b>83.2%</b>	<b>158,250</b>	<b>148,475</b>	<b>(9,775)</b>	<b>93.8%</b>	<b>211,000</b>	<b>213,000</b>
<b>Expenditures</b>										
Personnel	36,000	35,554	446	98.8%	102,000	103,011	(1,011)	101.0%	144,000	168,000
Materials & Services	27,075	27,073	2	100.0%	81,225	50,201	31,024	61.8%	108,300	100,000
<b>Total Expenditures</b>	<b>63,075</b>	<b>62,627</b>	<b>448</b>	<b>99.3%</b>	<b>183,225</b>	<b>153,212</b>	<b>30,013</b>	<b>83.6%</b>	<b>252,300</b>	<b>268,000</b>
<b>Revenues over (under) Expenditures</b>	<b>65,875</b>	<b>44,627</b>	<b>(21,248)</b>	<b>67.7%</b>	<b>(24,975)</b>	<b>(4,737)</b>	<b>20,238</b>	<b>19.0%</b>	<b>(41,300)</b>	<b>(55,000)</b>
<b>Beginning Fund Balance</b>	<b>141,150</b>	<b>222,246</b>	<b>81,096</b>	<b>157.5%</b>	<b>232,000</b>	<b>271,610</b>	<b>39,610</b>	<b>117.1%</b>	<b>232,000</b>	<b>272,000</b>
<b>Ending Fund Balance</b>	<b>\$ 207,025</b>	<b>\$ 266,873</b>	<b>\$ 59,848</b>	<b>128.9%</b>	<b>\$ 207,025</b>	<b>\$ 266,873</b>	<b>\$ 59,848</b>	<b>128.9%</b>	<b>\$ 190,700</b>	<b>\$ 217,000</b>
Contingency									190,700	-

### GO Debt Service Fund

CATEGORY	3RD QUARTER (Jan '23-Mar '23)				FY 2023 YTD (Jul '22-Mar '23)				FOR INFORMATIONAL PURPOSES	
	ESTIMATED BUDGET	ACTUAL	VARIANCE	% RECV'D OR SPENT	9 MO EST BUDGET	9 MO ACTUAL	9 MO VARIANCE	% RECV'D OR SPENT	BUDGET FY 2023	FULL YEAR ESTIMATE
<b>Revenues</b>										
Taxes	\$ 27,650	\$ 29,738	\$ 2,088	107.6%	\$ 525,350	\$ 540,637	\$ 15,287	102.9%	\$ 553,000	\$ 556,000
Miscellaneous	-	1,794	1,794		-	3,001	3,001		-	3,000
<b>Total Revenues</b>	<b>27,650</b>	<b>31,532</b>	<b>3,882</b>	<b>114.0%</b>	<b>525,350</b>	<b>543,638</b>	<b>18,288</b>	<b>103.5%</b>	<b>553,000</b>	<b>559,000</b>
<b>Expenditures</b>										
Debt Service										
Principal	-	-	-		-	-	-		110,000	110,000
Interest	-	-	-		232,500	232,500	-	100.0%	465,000	465,000
<b>Total Expenditures</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b></b>	<b>232,500</b>	<b>232,500</b>	<b>-</b>	<b>100.0%</b>	<b>575,000</b>	<b>575,000</b>
<b>Revenues over (under) Expenditures</b>	<b>27,650</b>	<b>31,532</b>	<b>3,882</b>	<b>114.0%</b>	<b>292,850</b>	<b>311,138</b>	<b>18,288</b>	<b>106.2%</b>	<b>(22,000)</b>	<b>(16,000)</b>
<b>Beginning Fund Balance</b>	<b>287,200</b>	<b>313,480</b>	<b>26,280</b>	<b>109.2%</b>	<b>22,000</b>	<b>33,874</b>	<b>11,874</b>	<b>154.0%</b>	<b>22,000</b>	<b>34,000</b>
<b>Ending Fund Balance</b>	<b>\$ 314,850</b>	<b>\$ 345,012</b>	<b>\$ 30,162</b>	<b>109.6%</b>	<b>\$ 314,850</b>	<b>\$ 345,012</b>	<b>\$ 30,162</b>	<b>109.6%</b>	<b>\$ -</b>	<b>\$ 18,000</b>





## Mental Health Fund

CATEGORY	3RD QUARTER (Jan '23-Mar '23)				FY 2023 YTD (Jul '22-Mar '23)				FOR INFORMATIONAL PURPOSES	
	ESTIMATED BUDGET	ACTUAL	VARIANCE	% RECVD OR SPENT	9 MO EST BUDGET	9 MO ACTUAL	9 MO VARIANCE	% RECVD OR SPENT	BUDGET FY 2023	FULL YEAR ESTIMATE
<b>Revenues</b>										
Intergovernmental	\$ 1,017,500	\$ 859,284	\$ (158,216)	84.5%	\$ 3,052,500	\$ 2,715,493	\$ (337,007)	89.0%	\$ 4,070,000	\$ 3,500,000
Miscellaneous	-	-	-		-	809	809		-	1,000
<b>Total Revenues</b>	<b>1,017,500</b>	<b>859,284</b>	<b>(158,216)</b>	<b>84.5%</b>	<b>3,052,500</b>	<b>2,716,301</b>	<b>(336,199)</b>	<b>89.0%</b>	<b>4,070,000</b>	<b>3,501,000</b>
<b>Expenditures</b>										
Materials & Services	1,017,500	859,284	158,216	84.5%	3,052,500	2,715,493	337,007	89.0%	4,070,000	3,500,000
<b>Total Expenditures</b>	<b>1,017,500</b>	<b>859,284</b>	<b>158,216</b>	<b>84.5%</b>	<b>3,052,500</b>	<b>2,715,493</b>	<b>337,007</b>	<b>89.0%</b>	<b>4,070,000</b>	<b>3,500,000</b>
<b>Revenues over (under) Expenditures</b>	<b>-</b>	<b>-</b>	<b>-</b>		<b>-</b>	<b>809</b>	<b>809</b>		<b>-</b>	<b>1,000</b>
<b>Beginning Fund Balance</b>	<b>-</b>	<b>11,036</b>	<b>11,036</b>		<b>-</b>	<b>10,227</b>	<b>10,227</b>		<b>-</b>	<b>10,000</b>
<b>Ending Fund Balance</b>	<b>\$ -</b>	<b>\$ 11,036</b>	<b>\$ 11,036</b>		<b>\$ -</b>	<b>\$ 11,036</b>	<b>\$ 11,036</b>		<b>\$ -</b>	<b>\$ 11,000</b>

## Special Transportation Fund

CATEGORY	3RD QUARTER (Jan '23-Mar '23)				FY 2023 YTD (Jul '22-Mar '23)				FOR INFORMATIONAL PURPOSES	
	ESTIMATED BUDGET	ACTUAL	VARIANCE	% RECVD OR SPENT	9 MO EST BUDGET	9 MO ACTUAL	9 MO VARIANCE	% RECVD OR SPENT	BUDGET FY 2023	FULL YEAR ESTIMATE
<b>Revenues</b>										
Intergovernmental	\$ 98,250	\$ 16,925	\$ (81,325)	17.2%	\$ 294,750	\$ 194,524	\$ (100,226)	66.0%	\$ 393,000	\$ 368,000
Miscellaneous	1,000	5,558	4,558	555.8%	3,000	11,716	8,716	390.5%	4,000	15,000
<b>Total Revenues</b>	<b>99,250</b>	<b>22,483</b>	<b>(76,767)</b>	<b>22.7%</b>	<b>297,750</b>	<b>206,240</b>	<b>(91,510)</b>	<b>69.3%</b>	<b>397,000</b>	<b>383,000</b>
<b>Expenditures</b>										
Materials & Services	80,400	61,190	19,210	76.1%	100,500	81,512	18,988	81.1%	402,000	300,000
<b>Total Expenditures</b>	<b>80,400</b>	<b>61,190</b>	<b>19,210</b>	<b>76.1%</b>	<b>100,500</b>	<b>81,512</b>	<b>18,988</b>	<b>81.1%</b>	<b>402,000</b>	<b>300,000</b>
<b>Revenues over (under) Expenditures</b>	<b>18,850</b>	<b>(38,707)</b>	<b>(57,557)</b>	<b>-205.3%</b>	<b>197,250</b>	<b>124,728</b>	<b>(72,522)</b>	<b>63.2%</b>	<b>(5,000)</b>	<b>83,000</b>
<b>Beginning Fund Balance</b>	<b>781,400</b>	<b>834,178</b>	<b>52,778</b>	<b>106.8%</b>	<b>603,000</b>	<b>670,742</b>	<b>67,742</b>	<b>111.2%</b>	<b>603,000</b>	<b>671,000</b>
<b>Ending Fund Balance</b>	<b>\$ 800,250</b>	<b>\$ 795,471</b>	<b>\$ (4,779)</b>	<b>99.4%</b>	<b>\$ 800,250</b>	<b>\$ 795,471</b>	<b>\$ (4,779)</b>	<b>99.4%</b>	<b>\$ 598,000</b>	<b>\$ 754,000</b>
Contingency									598,000	-

## Title III Fund

CATEGORY	3RD QUARTER (Jan '23-Mar '23)				FY 2023 YTD (Jul '22-Mar '23)				FOR INFORMATIONAL PURPOSES	
	ESTIMATED BUDGET	ACTUAL	VARIANCE	% RECVD OR SPENT	9 MO EST BUDGET	9 MO ACTUAL	9 MO VARIANCE	% RECVD OR SPENT	BUDGET FY 2023	FULL YEAR ESTIMATE
<b>Revenues</b>										
Intergovernmental	\$ -	\$ -	\$ -		\$ -	\$ -	\$ -		\$ 98,000	\$ 90,000
Miscellaneous	1,250	3,351	2,101	268.1%	3,750	7,227	3,477	192.7%	5,000	9,000
<b>Total Revenues</b>	<b>1,250</b>	<b>3,351</b>	<b>2,101</b>	<b>268.1%</b>	<b>3,750</b>	<b>7,227</b>	<b>3,477</b>	<b>192.7%</b>	<b>103,000</b>	<b>99,000</b>
<b>Expenditures</b>										
Materials & Services	-	-	-		37,500	37,000	500	98.7%	625,000	37,000
Transfers	-	-	-		-	-	-		30,000	-
<b>Total Expenditures</b>	<b>-</b>	<b>-</b>	<b>-</b>		<b>37,500</b>	<b>37,000</b>	<b>500</b>	<b>98.7%</b>	<b>655,000</b>	<b>37,000</b>
<b>Revenues over (under) Expenditures</b>	<b>1,250</b>	<b>3,351</b>	<b>2,101</b>	<b>268.1%</b>	<b>(33,750)</b>	<b>(29,773)</b>	<b>3,977</b>	<b>88.2%</b>	<b>(552,000)</b>	<b>62,000</b>
<b>Beginning Fund Balance</b>	<b>517,000</b>	<b>492,271</b>	<b>(24,729)</b>	<b>95.2%</b>	<b>552,000</b>	<b>525,394</b>	<b>(26,606)</b>	<b>95.2%</b>	<b>552,000</b>	<b>525,000</b>
<b>Ending Fund Balance</b>	<b>\$ 518,250</b>	<b>\$ 495,621</b>	<b>\$ (22,629)</b>	<b>95.6%</b>	<b>\$ 518,250</b>	<b>\$ 495,621</b>	<b>\$ (22,629)</b>	<b>95.6%</b>	<b>\$ -</b>	<b>\$ 587,000</b>



## Crook County School Fund

CATEGORY	3RD QUARTER (Jan '23-Mar '23)				FY 2023 YTD (Jul '22-Mar '23)				FOR INFORMATIONAL PURPOSES	
	ESTIMATED BUDGET	ACTUAL	VARIANCE	% RECVD OR SPENT	9 MO EST BUDGET	9 MO ACTUAL	9 MO VARIANCE	% RECVD OR SPENT	BUDGET FY 2023	FULL YEAR ESTIMATE
<b>Revenues</b>										
Taxes	\$ (137)	\$ -	\$ 137	0.0%	\$ 129,238	\$ 129,238	\$ (0)	100.0%	\$ 135,000	\$ 135,000
Intergovernmental	-	-	-	-	-	-	-	-	315,000	205,000
Miscellaneous	-	-	-	-	-	196	196	-	-	-
<b>Total Revenues</b>	<b>(137)</b>	<b>-</b>	<b>137</b>	<b>0.0%</b>	<b>129,238</b>	<b>129,434</b>	<b>196</b>	<b>100.2%</b>	<b>450,000</b>	<b>340,000</b>
<b>Materials &amp; Services</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>
Special Payment	19,125	-	19,125	0.0%	148,500	129,783	18,717	87.4%	450,000	340,000
<b>Total Expenditures</b>	<b>19,125</b>	<b>-</b>	<b>19,125</b>	<b>0.0%</b>	<b>148,500</b>	<b>129,783</b>	<b>18,717</b>	<b>87.4%</b>	<b>450,000</b>	<b>340,000</b>
<b>Revenues over (under) Expenditures</b>	<b>(19,262)</b>	<b>-</b>	<b>19,262</b>	<b>0.0%</b>	<b>(19,262)</b>	<b>(349)</b>	<b>18,913</b>	<b>1.8%</b>	<b>-</b>	<b>-</b>
<b>Beginning Fund Balance</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>349</b>	<b>349</b>	<b>-</b>	<b>-</b>	<b>-</b>
<b>Ending Fund Balance</b>	<b>\$ (19,262)</b>	<b>\$ -</b>	<b>\$ 19,262</b>	<b>0.0%</b>	<b>\$ (19,262)</b>	<b>\$ (0)</b>	<b>\$ 19,262</b>	<b>0.0%</b>	<b>\$ -</b>	<b>\$ -</b>

## Video Lottery Fund

CATEGORY	3RD QUARTER (Jan '23-Mar '23)				FY 2023 YTD (Jul '22-Mar '23)				FOR INFORMATIONAL PURPOSES	
	ESTIMATED BUDGET	ACTUAL	VARIANCE	% RECVD OR SPENT	9 MO EST BUDGET	9 MO ACTUAL	9 MO VARIANCE	% RECVD OR SPENT	BUDGET FY 2023	FULL YEAR ESTIMATE
<b>Revenues</b>										
Intergovernmental	\$ 101,250	\$ 61,335	\$ (39,915)	60.6%	\$ 168,750	\$ 122,670	\$ (46,080)	72.7%	\$ 225,000	\$ 245,000
Miscellaneous	750	2,210	1,460	294.7%	2,250	4,465	2,215	198.4%	3,000	5,000
<b>Total Revenues</b>	<b>102,000</b>	<b>63,545</b>	<b>(38,455)</b>	<b>62.3%</b>	<b>171,000</b>	<b>127,135</b>	<b>(43,865)</b>	<b>74.3%</b>	<b>228,000</b>	<b>250,000</b>
<b>Expenditures</b>										
Materials & Services	15,000	17,000	(2,000)	113.3%	97,500	98,550	(1,050)	101.1%	150,000	125,000
Transfers	18,750	18,750	-	100.0%	56,250	56,250	-	100.0%	75,000	75,000
<b>Total Expenditures</b>	<b>33,750</b>	<b>35,750</b>	<b>(2,000)</b>	<b>105.9%</b>	<b>153,750</b>	<b>154,800</b>	<b>(1,050)</b>	<b>100.7%</b>	<b>225,000</b>	<b>200,000</b>
<b>Revenues over (under) Expenditures</b>	<b>68,250</b>	<b>27,795</b>	<b>(40,455)</b>	<b>40.7%</b>	<b>17,250</b>	<b>(27,665)</b>	<b>(44,915)</b>	<b>-160.4%</b>	<b>3,000</b>	<b>50,000</b>
<b>Beginning Fund Balance</b>	<b>268,000</b>	<b>320,635</b>	<b>52,635</b>	<b>119.6%</b>	<b>319,000</b>	<b>376,095</b>	<b>57,095</b>	<b>117.9%</b>	<b>319,000</b>	<b>376,000</b>
<b>Ending Fund Balance</b>	<b>\$ 336,250</b>	<b>\$ 348,430</b>	<b>\$ 12,180</b>	<b>103.6%</b>	<b>\$ 336,250</b>	<b>\$ 348,430</b>	<b>\$ 12,180</b>	<b>103.6%</b>	<b>\$ 322,000</b>	<b>\$ 426,000</b>
Contingency									322,000	-

## Surveyor Fund

CATEGORY	3RD QUARTER (Jan '23-Mar '23)				FY 2023 YTD (Jul '22-Mar '23)				FOR INFORMATIONAL PURPOSES	
	ESTIMATED BUDGET	ACTUAL	VARIANCE	% RECVD OR SPENT	9 MO EST BUDGET	9 MO ACTUAL	9 MO VARIANCE	% RECVD OR SPENT	BUDGET FY 2023	FULL YEAR ESTIMATE
<b>Revenues</b>										
Licenses, Permits & Fees	\$ 22,500	\$ 10,596	\$ (11,904)	47.1%	\$ 67,500	\$ 50,504	\$ (16,996)	74.8%	\$ 90,000	\$ 80,000
Miscellaneous	500	1,469	969	293.9%	1,500	3,140	1,640	209.3%	2,000	4,000
<b>Total Revenues</b>	<b>23,000</b>	<b>12,065</b>	<b>(10,935)</b>	<b>52.5%</b>	<b>69,000</b>	<b>53,644</b>	<b>(15,356)</b>	<b>77.7%</b>	<b>92,000</b>	<b>84,000</b>
<b>Expenditures</b>										
Materials & Services	26,675	9,694	16,981	36.3%	80,025	60,802	19,223	76.0%	106,700	105,000
<b>Total Expenditures</b>	<b>26,675</b>	<b>9,694</b>	<b>16,981</b>	<b>36.3%</b>	<b>80,025</b>	<b>60,802</b>	<b>19,223</b>	<b>76.0%</b>	<b>106,700</b>	<b>105,000</b>
<b>Revenues over (under) Expenditures</b>	<b>(3,675)</b>	<b>2,371</b>	<b>6,046</b>	<b>-64.5%</b>	<b>(11,025)</b>	<b>(7,158)</b>	<b>3,867</b>	<b>64.9%</b>	<b>(14,700)</b>	<b>(21,000)</b>
<b>Beginning Fund Balance</b>	<b>179,650</b>	<b>177,926</b>	<b>(1,724)</b>	<b>99.0%</b>	<b>187,000</b>	<b>187,456</b>	<b>456</b>	<b>100.2%</b>	<b>187,000</b>	<b>187,000</b>
<b>Ending Fund Balance</b>	<b>\$ 175,975</b>	<b>\$ 180,298</b>	<b>\$ 4,323</b>	<b>102.5%</b>	<b>\$ 175,975</b>	<b>\$ 180,298</b>	<b>\$ 4,323</b>	<b>102.5%</b>	<b>\$ 172,300</b>	<b>\$ 166,000</b>
Contingency									172,300	-



## Clerk Special Revenue Fund

CATEGORY	3RD QUARTER (Jan '23-Mar '23)				FY 2023 YTD (Jul '22-Mar '23)				FOR INFORMATIONAL PURPOSES	
	ESTIMATED BUDGET	ACTUAL	VARIANCE	% RECV'D OR SPENT	9 MO EST BUDGET	9 MO ACTUAL	9 MO VARIANCE	% RECV'D OR SPENT	BUDGET FY 2023	FULL YEAR ESTIMATE
<b>Revenues</b>										
Transfers and Interfund	\$ 2,100	\$ 1,929	\$ (172)	91.8%	\$ 6,300	\$ 6,296	\$ (4)	99.9%	\$ 14,000	\$ 14,000
Licenses, Permits & Fees	3,690	3,429	(261)	92.9%	11,070	11,231	161	101.5%	24,600	17,000
Miscellaneous	325	1,593	1,268	490.2%	975	3,438	2,463	352.6%	1,300	4,000
<b>Total Revenues</b>	<b>6,115</b>	<b>6,951</b>	<b>836</b>	<b>113.7%</b>	<b>18,345</b>	<b>20,965</b>	<b>2,620</b>	<b>114.3%</b>	<b>39,900</b>	<b>35,000</b>
<b>Expenditures</b>										
Notary	30,420	6,504	23,916	21.4%	35,100	11,112	23,988	31.7%	46,800	21,000
Recording	-	-	-	-	-	-	-	-	139,600	10,000
Archive	6,475	2,705	3,770	41.8%	15,263	11,465	3,798	75.1%	92,500	20,000
<b>Total Expenditures</b>	<b>36,895</b>	<b>9,209</b>	<b>27,686</b>	<b>25.0%</b>	<b>50,363</b>	<b>22,577</b>	<b>27,786</b>	<b>44.8%</b>	<b>278,900</b>	<b>51,000</b>
<b>Revenues over (under) Expenditures</b>	<b>(30,780)</b>	<b>(2,259)</b>	<b>28,521</b>	<b>7.3%</b>	<b>(32,018)</b>	<b>(1,612)</b>	<b>30,406</b>	<b>5.0%</b>	<b>(239,000)</b>	<b>(16,000)</b>
<b>Beginning Fund Balance</b>	<b>237,762</b>	<b>237,751</b>	<b>(11)</b>	<b>100.0%</b>	<b>239,000</b>	<b>237,104</b>	<b>(1,896)</b>	<b>99.2%</b>	<b>239,000</b>	<b>237,000</b>
<b>Ending Fund Balance</b>	<b>\$ 206,982</b>	<b>\$ 235,493</b>	<b>\$ 28,511</b>	<b>113.8%</b>	<b>\$ 206,982</b>	<b>\$ 235,493</b>	<b>\$ 28,511</b>	<b>113.8%</b>	<b>\$ -</b>	<b>\$ 221,000</b>

## Community College Education Center Fund

CATEGORY	3RD QUARTER (Jan '23-Mar '23)				FY 2023 YTD (Jul '22-Mar '23)				FOR INFORMATIONAL PURPOSES	
	ESTIMATED BUDGET	ACTUAL	VARIANCE	% RECV'D OR SPENT	9 MO EST BUDGET	9 MO ACTUAL	9 MO VARIANCE	% RECV'D OR SPENT	BUDGET FY 2023	FULL YEAR ESTIMATE
<b>Revenues</b>										
Intergovernmental	\$ -	\$ -	\$ -	-	\$ -	\$ -	\$ -	-	\$ -	\$ 50,000
Miscellaneous	-	882	882	-	-	1,893	1,893	-	-	2,000
<b>Total Revenues</b>	<b>-</b>	<b>882</b>	<b>882</b>	<b>-</b>	<b>-</b>	<b>1,893</b>	<b>1,893</b>	<b>-</b>	<b>-</b>	<b>52,000</b>
<b>Expenditures</b>										
Materials & Services	-	-	-	-	-	-	-	-	129,000	-
<b>Total Expenditures</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>129,000</b>	<b>-</b>
<b>Revenues over (under) Expenditures</b>	<b>-</b>	<b>882</b>	<b>882</b>	<b>-</b>	<b>-</b>	<b>1,893</b>	<b>1,893</b>	<b>-</b>	<b>(129,000)</b>	<b>52,000</b>
<b>Beginning Fund Balance</b>	<b>129,000</b>	<b>131,061</b>	<b>2,061</b>	<b>101.6%</b>	<b>129,000</b>	<b>130,050</b>	<b>1,050</b>	<b>100.8%</b>	<b>129,000</b>	<b>130,000</b>
<b>Ending Fund Balance</b>	<b>\$ 129,000</b>	<b>\$ 131,943</b>	<b>\$ 2,943</b>	<b>102.3%</b>	<b>\$ 129,000</b>	<b>\$ 131,943</b>	<b>\$ 2,943</b>	<b>102.3%</b>	<b>\$ -</b>	<b>\$ 182,000</b>

## Crooked River Watershed Fund

CATEGORY	3RD QUARTER (Jan '23-Mar '23)				FY 2023 YTD (Jul '22-Mar '23)				FOR INFORMATIONAL PURPOSES	
	ESTIMATED BUDGET	ACTUAL	VARIANCE	% RECV'D OR SPENT	9 MO EST BUDGET	9 MO ACTUAL	9 MO VARIANCE	% RECV'D OR SPENT	BUDGET FY 2023	FULL YEAR ESTIMATE
<b>Revenues</b>										
Transfers and Interfund	\$ -	\$ -	\$ -	-	\$ -	\$ -	\$ -	-	\$ 150	\$ -
Charges for Services	26,075	26,270	195	100.7%	74,053	73,173	(880)	98.8%	104,300	106,000
<b>Total Revenues</b>	<b>26,075</b>	<b>26,270</b>	<b>195</b>	<b>100.7%</b>	<b>74,053</b>	<b>73,173</b>	<b>(880)</b>	<b>98.8%</b>	<b>104,450</b>	<b>106,000</b>
<b>Expenditures</b>										
Personnel	26,113	26,270	(157)	100.6%	74,160	75,815	(1,655)	102.2%	104,450	106,000
<b>Total Expenditures</b>	<b>26,113</b>	<b>26,270</b>	<b>(157)</b>	<b>100.6%</b>	<b>74,160</b>	<b>75,815</b>	<b>(1,655)</b>	<b>102.2%</b>	<b>104,450</b>	<b>106,000</b>
<b>Revenues over (under) Expenditures</b>	<b>(38)</b>	<b>-</b>	<b>38</b>	<b>0.0%</b>	<b>(107)</b>	<b>(2,642)</b>	<b>(2,535)</b>	<b>2469.2%</b>	<b>-</b>	<b>-</b>
<b>Beginning Fund Balance</b>	<b>(69)</b>	<b>(2,642)</b>	<b>(2,573)</b>	<b>3829.0%</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>
<b>Ending Fund Balance</b>	<b>\$ (107)</b>	<b>\$ (2,642)</b>	<b>\$ (2,535)</b>	<b>2469.2%</b>	<b>\$ (107)</b>	<b>\$ (2,642)</b>	<b>\$ (2,535)</b>	<b>2469.2%</b>	<b>\$ -</b>	<b>\$ -</b>



## Tourism Fund

CATEGORY	3RD QUARTER (Jan '23-Mar '23)				FY 2023 YTD (Jul '22-Mar '23)				FOR INFORMATIONAL PURPOSES	
	ESTIMATED BUDGET	ACTUAL	VARIANCE	% RECV'D OR SPENT	9 MO EST BUDGET	9 MO ACTUAL	9 MO VARIANCE	% RECV'D OR SPENT	BUDGET FY 2023	FULL YEAR ESTIMATE
<b>Revenues</b>										
Taxes	\$ 6,250	\$ 5,020	\$ (1,230)	80.3%	\$ 18,750	\$ 17,749	\$ (1,001)	94.7%	\$ 25,000	\$ 29,000
Miscellaneous	-	536	536		-	1,089	1,089		-	1,000
<b>Total Revenues</b>	<b>6,250</b>	<b>5,556</b>	<b>(694)</b>	<b>88.9%</b>	<b>18,750</b>	<b>18,838</b>	<b>88</b>	<b>100.5%</b>	<b>25,000</b>	<b>30,000</b>
<b>Expenditures</b>										
Materials & Services	-	-	-		5,000	5,000	-	100.0%	25,000	10,000
<b>Total Expenditures</b>	<b>-</b>	<b>-</b>	<b>-</b>		<b>5,000</b>	<b>5,000</b>	<b>-</b>	<b>100.0%</b>	<b>25,000</b>	<b>10,000</b>
<b>Revenues over (under) Expenditures</b>	<b>6,250</b>	<b>5,556</b>	<b>(694)</b>	<b>88.9%</b>	<b>13,750</b>	<b>13,838</b>	<b>88</b>	<b>100.6%</b>	<b>-</b>	<b>20,000</b>
<b>Beginning Fund Balance</b>	<b>66,500</b>	<b>78,551</b>	<b>12,051</b>	<b>118.1%</b>	<b>59,000</b>	<b>70,269</b>	<b>11,269</b>	<b>119.1%</b>	<b>59,000</b>	<b>70,000</b>
<b>Ending Fund Balance</b>	<b>\$ 72,750</b>	<b>\$ 84,107</b>	<b>\$ 11,357</b>	<b>115.6%</b>	<b>\$ 72,750</b>	<b>\$ 84,107</b>	<b>\$ 11,357</b>	<b>115.6%</b>	<b>\$ 59,000</b>	<b>\$ 90,000</b>
Contingency									59,000	-

## Taylor Grazing Fund

CATEGORY	3RD QUARTER (Jan '23-Mar '23)				FY 2023 YTD (Jul '22-Mar '23)				FOR INFORMATIONAL PURPOSES	
	ESTIMATED BUDGET	ACTUAL	VARIANCE	% RECV'D OR SPENT	9 MO EST BUDGET	9 MO ACTUAL	9 MO VARIANCE	% RECV'D OR SPENT	BUDGET FY 2023	FULL YEAR ESTIMATE
<b>Revenues</b>										
Intergovernmental	\$ -	\$ -	\$ -		\$ -	\$ -	\$ -		\$ 4,000	\$ 4,000
Miscellaneous	-	254	254		-	548	548		-	1,000
<b>Total Revenues</b>	<b>-</b>	<b>254</b>	<b>254</b>		<b>-</b>	<b>548</b>	<b>548</b>		<b>4,000</b>	<b>5,000</b>
<b>Expenditures</b>										
Materials & Services	737	-	737	0.0%	737	737	-	100.0%	45,000	10,000
<b>Total Expenditures</b>	<b>737</b>	<b>-</b>	<b>737</b>	<b>0.0%</b>	<b>737</b>	<b>737</b>	<b>-</b>	<b>100.0%</b>	<b>45,000</b>	<b>10,000</b>
<b>Revenues over (under) Expenditures</b>	<b>(737)</b>	<b>254</b>	<b>991</b>	<b>-34.5%</b>	<b>(737)</b>	<b>(189)</b>	<b>548</b>	<b>25.7%</b>	<b>(41,000)</b>	<b>(5,000)</b>
<b>Beginning Fund Balance</b>	<b>41,000</b>	<b>37,541</b>	<b>(3,459)</b>	<b>91.6%</b>	<b>41,000</b>	<b>37,984</b>	<b>(3,016)</b>	<b>92.6%</b>	<b>41,000</b>	<b>38,000</b>
<b>Ending Fund Balance</b>	<b>\$ 40,263</b>	<b>\$ 37,795</b>	<b>\$ (2,468)</b>	<b>93.9%</b>	<b>\$ 40,263</b>	<b>\$ 37,795</b>	<b>\$ (2,468)</b>	<b>93.9%</b>	<b>\$ -</b>	<b>\$ 33,000</b>





## Debt Summary

The following schedule provides information related to the County's outstanding debt during fiscal year 2023 through fiscal year 2028. The schedule includes:

- Debt issue
- Fund that the debt is repaid through
- Original amount of the debt obligation
- The annual payment in fiscal year 2023
- Interest rate
- Year of maturity of the obligation
- Outstanding principal balance as of June 30, by fiscal year through 2028
- Estimated debt per capita for each fiscal year

The County's total debt per capita as of June 30, 2023, is projected to total \$1,952. During the subsequent five fiscal years, the debt per capita is projected to decline to \$1,686 by June 30, 2028.

Description	Fund(s)	Original Amount	Annual Payment FY 2023	Interest Rate	Maturity
GO Bonds Series 2017	GO Debt Service	10,000,000	575,000	3.72%	2043
Full Faith & Credit 2017	Facilities	3,635,000	181,400	3.83%	2057
Full Faith & Credit 2018	Airport	6,080,000	387,874	4.30%	2046
GO Bonds Series 2022	Facilities	33,698,310	-	5.00%	2046

**Total County Debt** **53,413,310** **1,144,274**

Description	Outstanding balance fiscal year ending June 30,					
	2023	2024	2025	2026	2027	2028
GO Bonds Series 2017	9,560,000	9,425,000	9,270,000	9,090,000	8,885,000	8,650,000
Full Faith & Credit 2017	3,365,000	3,315,000	3,265,000	3,215,000	3,160,000	3,105,000
Full Faith & Credit 2018	5,645,000	5,490,000	5,330,000	5,165,000	4,990,000	4,815,000
GO Bonds Series 2022	33,698,310	33,698,310	33,698,310	33,698,310	33,698,310	33,271,360
<b>Total County Debt</b>	<b>52,268,310</b>	<b>51,928,310</b>	<b>51,563,310</b>	<b>51,168,310</b>	<b>50,733,310</b>	<b>49,841,360</b>
Population (assumes 2% annual increase)	26,779	27,315	27,861	28,418	28,987	29,566
<b>Debt per capita</b>	<b>1,952</b>	<b>1,901</b>	<b>1,851</b>	<b>1,801</b>	<b>1,750</b>	<b>1,686</b>







## Agenda Item Request

**Date:**

*May 24, 2023*

**Meeting date desired:**

*May 31, 2023 work session and June 7, 2023 Court meeting*

**Subject:**

*Personnel policies; ½ step increases, use of vacation*

**Background and policy implications:**

*Attached are separate memos on each of the personnel policies noted above. In summary, we recommend updating the tuition policy, eliminating the use of ½ step pay adjustments, and eliminating the requirement to work six months after hiring to use earned vacation.*

**Budget/fiscal impacts:**

*The tuition policy clarifies the existing policy, establishing maximums and reimbursement should employees leave prior to satisfying retention requirements. The cost of eliminating ½ step increases is under evaluation and will be presented at the work session. The immediate use of accrued vacation will not have any fiscal impact.*

**Requested by:**

*Andy Parks, Administration*

**Presenters:**

*Andy Parks*

*Kim Barber, Human Resources Director*

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

*NA*

**Access to Earned Vacation Pay:**

**Current County Policy:** Employees begin earning and accruing vacation pay from their first day of work; however, they are only able to access these vacation days once they have completed six months of employment. This policy negatively affects recruiting and retention, deterring candidates and significantly impacting new employees' ability to create a work-life balance, forcing them to take unpaid days or not have the ability to take time off.

**Recommendation:** Eliminate the current six-month wait period and allow employees to utilize their earned time as approved by their department head.



## Agenda Item Request

**Date:**

*May 24, 2023*

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**Requested by:**

*Andy Parks, Administration*

**Presenters:**

*Andy Parks*

*Kim Barber, Human Resources Director*

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

*NA*

## **Half-Step Increases**

Current County Policy: A half-step increase will be provided to employees completing their six-month probationary period as new hires or an established employee taking a new title through promotion or department transfer. However, the policy creates several unintended concerns and, as such, requires updating.

- The typical half-step increase for the majority of positions ranges from 20-50 cents, which typically does not meaningfully impact employees' take-home pay.
- The modest increase does not positively impact recruiting new hires, nor does it entice employees to stay.
- The half-step creates an administrative burden for payroll, HR, and the department head.

Recommended Update: Eliminate all half-steps, replacing them with a full-step following a successful 6-month probationary period and a second full-step increase following a successful first-anniversary review. The full-step update immediately places the employee on an existing step and reduces the administrative burden. Additionally, the full-step increases will serve as a recruiting and retention tool.

## **Anniversary Dates:**

Current County Policy: Each time an employee takes on a new title, they re-enter a six-month probationary policy, forcing a new anniversary date and affecting their annual review period. Furthermore, an employee's anniversary date continues to change with each new title throughout their tenure, creating an inconsistent review period and an administrative burden on Payroll, HR, the department head, and the employee.

Recommended Update: Eliminate the fluid method currently in use; establish the employee's hire date as their anniversary date for the life of their tenure. The exception to this policy would accommodate an employee who leaves County employment and then returns to the county in the future.



## Agenda Item Request

**Date:**

*May 31, 2023*

**Meeting date desired:**

*June 7, 2023, Court meeting – consent agenda*

**Subject:**

*Annual cost of living adjustment (COLA) for Crook County Deputy Sheriff's Association (CCDSA) and increase to number of vacation hours available annually for payout.*

**Background and policy implications:**

*The County's labor agreement with the CCDSA includes a three percent (3.0%) COLA adjustment effective July 1, 2023. The labor agreement also includes a provision allowing employees to receive payout of up to forty hours of vacation annually. A comparison with other agencies shows that at this time the County lags comparable/competitor agencies in this metric. Additionally, the Sheriff's Office, like other public safety operations is experiencing challenges with recruiting and retention, with several vacancies remaining. This challenge makes it more difficult for staff to take all vacation time. Increasing the payout hours through the end of the term of the agreement (June 30, 2025) to eighty hours annually is viewed as beneficial to employees and to the Sheriff's Office.*

*Recommended action: Approve the COLA of three percent (3.0%) effective July 1, 2023, and annual payout of vacation to eighty hours effective July 1, 2023, through June 30, 2025.*

**Budget/fiscal impacts:**

*The COLA adjustment is within the budgeted appropriation. The use of payout will vary, however, is expected to be well within budgeted appropriations due to current vacancies.*

**Requested by:**

*Andy Parks, Administration*

**Presenters:**

*Andy Parks*

*Kim Barber, Human Resources Director*

*John Gautney, Sheriff*



## Agenda Item Request

**Date:**

*May 31, 2023*

**Meeting date desired:**

*June 7, 2023 Court meeting – consent agenda*

**Subject:**

*Annual cost of living adjustment (COLA) for non-represented and Road Department employees*

**Background and policy implications:**

*Annually the County Court adjusts the pay schedules effective July 1. The County Court adopted a goal for the fiscal year 2024 budget to keep compensation levels current with present inflation trends within available resources where possible. The approved budget includes an estimated five percent (5.0%) inflation adjustment (COLA) for wages and impacted benefits. The actual annual inflation rate as measured by the CPI-U as of the end of April is 4.91%. The County's labor agreement with the Road Department employees includes a provision that they receive the same COLA adjustment as unrepresented staff if such adjustment is greater than their stated adjustment. In this case, the 4.91% adjustment is greater than the amount in the labor agreement.*

*Staff requests County Court approval for a 4.91% COLA wage increase, consistent with the County Court goal and within available budgeted resources, to the pay schedules of all unrepresented and Road Department positions.*

**Budget/fiscal impacts:**

*The request is within the budgeted resources as noted above.*

**Requested by:**

*Andy Parks, Administration*

**Presenters:**

*Andy Parks*

*Kim Barber, Human Resources Director*



## Agenda Item Request

**Date:**

*May 24, 2023*

**Meeting date desired:**

*May 31, 2023 work session and June 7, 2023 Court meeting*

**Subject:**

*Elected Officials Compensation Committee recommendation – elected officials compensation*

**Background and policy implications:**

*ORS 204.112 sets for the requirement for each Oregon county to have a compensation board to review and recommend compensation of elected officials. The County Court recently appointed a three-member committee. The committee met and reviewed materials with the Human Resources Director and several of the County's elected officials. The committee recommendation for each elected position is presented on the attached minutes of the committee meeting.*

**Budget/fiscal impacts:**

*The recommended compensation is within the budgeted amounts for fiscal year 2024.*

**Requested by:**

*Kim Barber, Human Resources Director*

**Presenters:**

*Kim Barber, Human Resources Director*

**Attachment**

*Minutes of Compensation Committee meeting May 24, 2023*





# Crook County

Mailing: 300 NE 3<sup>rd</sup> Street

Physical: 301 NE 3<sup>rd</sup> Street, Ste.200

Phone (541) 416-3802

• Prineville, Oregon 97754

• Prineville, Oregon 97754

Pursuant to Oregon law, every year, the County appoints a volunteer committee to review the rates at which Crook County compensates its elected officials. This year's committee members are William Anderson, Darla Rhoden, and Liz Schuette; they were appointed on May 3, 2023, via Order 2023-20. The Compensation Committee met on May 24, 2023, at 5:30 pm.

In attendance were elected officials Sheriff John Gautney, Clerk Cheryl Seely, Assessor Jon Soliz, and Treasurer Galan Carter. Members of the Human Resources department in attendance included Kim Barber and Amy Albert; Andy Parks and Linda Pepper were also in attendance.

Materials presented to the committee for consideration are the Elected Official's salary for the last three years, comparison salaries for Elected Officials from other jurisdictions, the committee meeting minutes from April 6, 2022, and the current salary scale for Crook County employees.

The discussion covered all materials provided; the elected officials participated fully and were deeply engaged in the conversation and process. Numerous questions regarding salary structure and job duties were explored. At the close of the discussion, a request for public comments was made; there were none. The committee then made motions concerning each elected position and voted on them. Those results are outlined below.

The Compensation Committee made the following recommendations to be presented to the Crook County Court:

**MOTION** for a one-step increase, 4.91% COLA and for the current stipend to remain as is for the County Judge. Motion seconded. No further discussion. Motion carried 3-0.

**MOTION** for a one-step increase, 4.91% COLA and for the current stipend to remain as is for the County Commissioners. Motion seconded. No further discussion. Motion carried 3-0.

**MOTION** for a one-step increase, 4.91% COLA and a \$250 per month stipend for the County Assessor. Motion seconded. No further discussion. Motion carried 3-0.

**MOTION** for a one-step increase, 4.91% COLA and a \$250 per month stipend for the County Clerk. Motion seconded. No further discussion. Motion carried 3-0.

**MOTION** for a one-step increase, 4.91% COLA and a \$250 per month stipend for the County District Attorney. Motion seconded. No further discussion. Motion carried 3-0.

**MOTION** for a one-step increase, 4.91% COLA and a \$650 per month stipend for the County Sheriff. Motion seconded. No further discussion. Motion carried 3-0.

**MOTION** to increase the County Treasurers stipend by \$500. Motion seconded. No further discussion. Motion carried 3-0.

**MOTION** leave the compensation rate as is for the County Surveyor. Motion seconded. No further discussion. Motion carried 3-0.

The Compensation Committee stated the \$250 per month stipend recommendation for the Assessor, Clerk and District Attorney is because these positions do not receive sick, or vacation pay and are not eligible for longevity pay. The \$650 per month stipend for the Sheriff is due to the fact that the Sheriff does not receive certification pay but is required to maintain the highest certification. Certification pay for Deputies ranges from \$200 per month for the lowest certification to \$400 per month for a mid-range certification. The \$500 compensation increase for the Treasurer would equate to the 5% COLA which may be received by County employees.

No further recommendations from the Compensation Committee were made. The meeting was adjourned at 6:58 pm.

Respectfully submitted,

Amy Albert



## Agenda Item Request

**Date:**

*May 24, 2023*

**Meeting date desired:**

*May 31, 2023 work session and June 7, 2023 Court meeting*

**Subject:**

*Compensation study – consider scope of services and fees with JB Rewards*

**Background and policy implications:**

*The County last reviewed and updated its compensation schedule and plan in 2018. Since that time, there have been a significant number of changes within the compensation schedule, annual cost of living adjustments, and changes in the labor market. Among the changes in the market are accelerated inflation and significant increase in employee turnover. We are presently in progress to complete an exit interview engagement that will provide us insight into the reasons employees are leaving employment. Refreshing and having a competitive compensation plan is another tool to help recruit and retain capable staff. Vance Jacobson of JB Rewards Systems, Jacobson Betts and Company completed the study in 2018 via a contract between the County and GEL Oregon, Inc. (my firm).*

**Budget/fiscal impacts:**

*The proposed scope and fee of approximately \$28,600, is within the fiscal year 2023 and fiscal year 2024 budgeted amounts.*

**Requested by:**

*Andy Parks, Administration*

**Presenters:**

*Andy Parks*

*Kim Barber, Human Resources Director*

**Attachment**

*Proposed scope of services and fee*



May 25, 2023

Mr. Andy Parks  
Administrator  
Crook County  
300 NE 3<sup>rd</sup> Street  
Prineville, Oregon 97754

Dear Andy:

JB Reward Systems is pleased to submit this letter of interest and cost proposal to assist the County with updating the compensation structures and conducting a high level internal pay equity assessment.

Our proposed work plan will focus on these elements that are a part of the County's current compensation plans.

- **Competitive assessment.** We will conduct a review of other City/County salary ranges for a sample of positions and offer an overall assessment of the County's competitive positioning as well as the resulting salary structure(s) and cost implications of getting parity.
  - Crook County's location offers challenges when it comes to its distance from other comparable organizations, so we will take care in selecting external data from a reasonable commute, comparable demographics, cost-of-living, and compatible financial structures.
  - We will provide support to collective bargaining processes giving special attention to the Roads and Sheriff departments. This work will focus on base salary be compatible with the design of a 'master' salary plan as mentioned below.
- **Internal alignment assessment.** We have always urged that our clients not get trapped into matching jobs solely on external salary practices. This is a potential discriminatory practice that has led to creation of Oregon's HB 2005.

Therefore, our efforts will be to continue with accomplishing internal equity and alignment using the JOBMEAS™ system. Our general approach:

- Conduct a high level review of the County organization structures and the measurements that have aligned current positions. As part of this review, we will also conduct concurrent training of HR on the job measurement technical processes, which have recently been revised and revalidated.
  - Update current payroll information to fill data fields in the SALPLAN™ model. This information will ultimately assist us in the internal equity/equal pay assessment process.
  - Conduct a review of current job measurements and their respective salary grade alignment.
  - Select some job classifications to study on a more detailed level based on recent job content changes and differences we find through the document and job measurement review process. We are anticipating this will be a relatively small number of positions.
  - Develop for review, a revised internal alignment of positions.
- **Reconstruct salary ranges.** We will redesign ranges so that the County can continue to achieve a consistent competitive philosophy, have suitable range-grade level differentials to mitigate pay compression, and to have longer term yet affordable salary growth for all staff.
  - We will urge the County to consider a ‘master’ salary schedule concept where all occupational groups within the County can be linked with a common and unilateral competitive strategy.
- **Prepare updated decision support.** We have made numerous advances over the last decade resulting in creative implementation processes, decision support tools for new hire processes, career path enhancements, and other features, all of which will be lighted in an executive briefing style of report.

We believe we are the only bidder to this project with computer-aided tools to expedite the job alignment process, pinpoint equal pay and comparable worth issues, design salary structures, and help the County manage costs. The County receives the newest JOBMEAS™ system for aligning jobs and our SALPLAN™ decision support model (which specifically addresses equal pay/comparable worth) as part of our service at no additional charge.

We are budgeting 160 professional hours commencing in August for the purpose of assessing and updating your internal alignment of jobs, salary structures, developing cost-effective implementation, and leaving with you state-of-the-art decision support tools for job evaluation, structure development, and compliance.

- Fee proposal: 160 productive hours at \$160 per hour = \$25,600
  - Add travel: Two trips, four nights lodging, & per diem = \$2,600
- TOTAL = \$28,200

We will initiate a contract document to guide service delivery. Our work will take place from our office where we can take advantage of remote video communications and with some on-site visits for technical work, training, and communications.

I will be your project consultant. I come with substantial experience working with public sector organizations of similar size and complexity, where I have led and participated in many studies of similar size and scope having unique cost-of-living, economics, demographics, recruiting challenges, and serving populations many times larger than the official population.

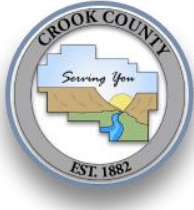
We are very enthusiastic about the potential of working again with the County. If you select us, you have our commitment to high quality, cost-effective, and timely results. References are available from recent projects.

Very truly yours,



Vance B. Jacobson  
CEO and Managing Consultant

## 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):**

/



**Tuition Reimbursement:**

The County encourages employees to seek continued education and training to expand their knowledge base and acquire new skill sets, thereby enhancing their subject-matter expertise and value to the County. Tuition reimbursement will be considered on a case-by-case basis. The following program parameters will govern the consideration of employee requests:

- Employees must secure the approval of their department head, the Finance Director, and the Human Resources Director before the coursework begins. Final approval is at the County Court's discretion.
- The County will award tuition reimbursement by evaluating the benefit of the course/s, certification, and degree to the County's needs and the availability of adequate funding.
- The employee must submit a completed Tuition Reimbursement Application (TRA) to their department head to detail the coursework's benefits, costs, schedule, etc. The department head will review and complete the portion of the TRA for department head information. The TRA will be submitted to the Finance Director and sent to the Human Resources Director upon approval. If the TRA is not approved, the TRA will be returned to the employee, with copies to all parties that have previously authorized the TRA.
- The employee and the County must sign a Memorandum of Agreement before starting coursework, and an updated agreement must be signed by both parties each calendar year.
- By accepting tuition reimbursement, an employee commits to continued employment with the County according to the amount awarded. To participate in the program, an employee must be in good standing, and continued eligibility requires the employee to remain in an excellent place and receive "Meets Standards" or better performance reviews.

**Employment Commitment for Tuition Reimbursement**

Tuition Reimbursement	Employment Commitment
\$5,000	12 months
\$5,001 - \$10,000	24 months
\$10,001 – 15,000 Maximum	36 months

*\* Timing of required employment period - begins upon completion of prior coursework reimbursed by County. Accepting tuition reimbursement does not guarantee continued employment.*

- The employee must complete coursework to receive reimbursement. Successful completion requires that the employee maintain a 3.0-grade point average or above.
- The employee must provide a statement of course credit and a tuition receipt to the County. If the employee fails to complete the course, the County will not offer to reimburse the employee.
- If the employee receives financial assistance for education from sources other than the County, those funds will be applied first to eligible reimbursement amounts. The employee will provide the County with an accounting of these funds.
- If the employee leaves County employment for performance or disciplinary reasons within the specified employment requirement, the employee must repay 50% of the total tuition reimbursement received, regardless of the length of employment or amount reimbursed.
- If the employee voluntarily leaves the County before the employment requirement is fulfilled, they must repay the County for reimbursement received. The amount of repayment will be prorated based on the amount of employment requirement fulfilled.

Tuition Reimbursement	Employment Commitment	Prorated Repayment
\$5,000	12 months	25%
\$5,001 - \$10,000	24 months	33%
\$10,001 – 15,000 Maximum	36 months	50%

## AGENDA ITEM REQUEST



**Date:**

*May 31, 2023*

**Meeting date desired:**

*June 7, 2023*

**Subject:**

*Airport Non-Commercial Lease Policy*

**Background and policy implications:**

*As discussed at a recent work session, the County has been in the process of updating the terms of its non-commercial hangar leases. The new lease forms will incorporate this Policy and allow periodic updating of the leases' terms as needed.*

**Budget/fiscal impacts:**

*Changes to our standard lease form along with this Lease Policy should result in increased revenue for the Airport Fund.*

**Requested by:**

*John Eisler; Asst. County Counsel; [john.eisler@crookcountyor.gov](mailto:john.eisler@crookcountyor.gov)*

**Presenters:**

*John Eisler; Andy Parks; Kelly Coffelt.*

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

*Legal Drafted*

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

*N/A*

**IN THE COUNTY COURT OF THE STATE OF OREGON**

**FOR THE COUNTY OF CROOK**

**IN THE MATTER OF     )**  
**ADOPTING A LEASE     )**  
**POLICY FOR            )**  
**NON-COMMERCIAL     )**  
**AERONAUTICAL         )**  
**ACTIVITIES            )**  
**AT THE AIRPORT       )**

**ORDER 2023-31**

**WHEREAS**, the Crook County/Prineville Airport (the “Airport”) is located on land owned by Crook County; and

**WHEREAS**, Crook County is the sponsor of various FAA grants for the Airport; and

**WHEREAS**, Crook County leases land at the Airport for non-commercial aeronautical users to build hangars and store aircraft; and

**WHEREAS**, the same policies and obligations should apply to all non-commercial Airport Tenants; and

**WHEREAS**, Crook County must comply with its obligations to operate the Airport with fair and reasonable terms without unlawful discrimination while also striving for economic self-sufficiency.

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**NOW, THEREFORE**, the Crook County Court hereby **ORDERS** that the Lease Policy for Non-Commercial Aeronautical Activities, attached herein as Exhibit A, is adopted as the official Lease Policy for the Airport and that the Policy be posted on the Airport's website and be available for inspection to the general public.

DATED this 7<sup>th</sup> day of June 2023.

CROOK COUNTY COURT

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SETH CRAWFORD, County Judge

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JERRY BRUMMER, County Commissioner

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BRIAN BARNEY, County Commissioner



# Crook County/Prineville Airport Lease Policy for Non-Commercial Aeronautical Activities

June 2023

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# Lease Policy

## for Non-Commercial Aeronautical Activities

### 1. GENERAL

Crook County (the “County”) is the owner and sponsor of the Prineville/Crook County Airport (the “Airport”) and the City of Prineville manages the Airport through an intergovernmental agreement. The Airport is a recipient of FAA Airport Improvement Program (AIP) grants, and thus the Airport must comply with numerous federal laws and sponsor assurances. Primarily, the County is obligated to operate the Airport for the use and benefit of the public, available for all types, kinds, and classes of aeronautical activities on fair and reasonable terms and without unlawful discrimination. This obligation is balanced against the Airport’s objective of economic self-sufficiency.

This Lease Policy for Non-Commercial Aeronautical Activities (the “Lease Policy” or “Policy”) is designed to establish a standardized, efficient, and fair system to govern the leasing of Airport property for non-commercial aeronautical activities. All non-commercial lessees at the Airport will be subject to this Lease Policy and the Policy will be updated at the discretion of the Crook County Court as conditions warrant.

### 2. LEASES (GENERAL)

The primary purpose of non-commercial Airport leases is for a lessee to store aircraft in a hangar on the Leased Premises to enable aeronautical operations.

#### *2.01. Non-Commercial Leases*

The following non-commercial aeronautical uses are permitted:

- Storage of aircraft;
- Shelter for maintenance, repair, or refurbishment of aircraft, but not the indefinite storage of non-operational aircraft;
- Storage of aircraft handling equipment, e.g., tow bar, glider tow equipment, workbenches, and tools and materials used to service, maintain, repair or outfit aircraft; items related to ancillary or incidental uses that do not affect the hangar’s primary use;
- Storage of materials related to an aeronautical activity, e.g., balloon and skydiving equipment, office equipment, teaching tools, and materials related to ancillary or incidental uses that do not affect the hangar’s primary use;
- Storage of non-aeronautical items that do not interfere with the primary aeronautical purpose of the hangar, e.g., furniture or televisions;
- Construction of amateur-built or kit-built aircraft, provided that activities are conducted safely; and

- Storage of a vehicle parked at the hangar while the aircraft usually stored in that hangar is flying, subject to Airport rules and regulations as currently in effect or may hereinafter be implemented.

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

- Use as a residence;
- Operation of commercial activities;
- Activities which impede the movement of the aircraft in and out of the hangar or other aeronautical contents of the hangar;
- Activities which displace the aeronautical contents of the hangar or impede access to aircraft or other aeronautical contents of the hangar;
- Storage of household items that could be stored in commercial storage facilities;
- Long-term storage of derelict aircraft and parts;
- Storage of items or activities prohibited by local or state law;
- Fuel, and other dangerous and Hazmat materials;
- Storage of inventory or equipment supporting a municipal agency function unrelated to the aeronautical use; and
- Commercial activity, not including duly registered non-profit flight clubs and subletting the Leased Premises.

### *2.02. Leased Premises*

The Leased Premises encompasses the area in which a lessee will have a property interest. Typically, the Leased Premises is the footprint of a present or planned hangar. A survey is required to establish the precise dimensions of the Leased Premises.

### *2.03. Condition of Leased Premises*

All lessees warrant and represent that they have carefully and completely examined and inspected the Leased Premises and the lessee fully understands its responsibilities and obligations with respect to the Leased Premises and the Lease. Each lessee accepts the Leased Premises in an “AS IS”, “WHERE IS” condition without representation or warranties from the County as to the condition, suitability, environmental condition, or sufficiency of the Leased Premises for engaging in the non-commercial aeronautical activity described or contemplated by the Lease. Each lessee, at its sole cost and expense, agrees that it shall be fully responsible for the remediation of any violation of any applicable federal, state, or local environmental regulations or standards on the Leased Premises.

### *2.04. Lease Term and Extensions*

The lease’s term and extensions will depend upon a number of factors. All Airport leases must terminate prior to the end of the useful life of any improvements. Generally, the County offers a 20-year fixed term for leases that involve the construction of new hangars. Lessees are generally also offered two 10-year extension options following an inspection showing a useful life of at least 15 years for the structure.

### 3. CONSTRUCTION AND IMPROVEMENTS

The following chapter applies to all leases of bare land without an existing hangar and all discretionary improvements to an existing structure.

#### *3.01. Mandatory Improvements*

Lessees covenant and agree that they shall construct a hangar and related improvements (collectively the “Project”) on the Leased Premises. The Project and any future alterations, additions, replacements, or modifications to the Project are referred to as the “Improvements.” Completion of the Project in a good and workmanlike manner is required as a condition of the Lease within twelve months of the Commencement Date. Lessees shall construct the Project in accordance with final plans and specification approved by the County in writing. Lessees are solely responsible for the required building permits. Construction of the outside of the hangar building above the concrete slab shall be completely finished 90 days following commencement of framing the hangar.

#### *3.02. Survey.*

The lessee, at the lessee’s sole expense, will have a survey of the Leased Premises completed by a licensed surveyor. The lessee will provide copies of the survey to the County.

#### *3.03. Authorization for Discretionary Improvements*

Following completion of the Project, a lessee may, at its sole discretion, perform modifications, renovations, improvements, or other construction work on or to the Leased Premises so long as it first submits all plans, specifications and estimates for the costs of the proposed work in writing and also requests and receives in writing approval from the County. The County agrees to respond in writing to the lessee’s requests for approval within 30 calendar days of receipt of such requests.

#### *3.04. Process for Approval of Plans*

Lessees must receive written approval, where required by law, from the FAA and local planning and building authorities. All plans, specifications, and work shall conform to all federal, state, and local laws, ordinances, rules, and regulations in force at the time the plans are presented for review. Lessee shall supply the Manager with comprehensive sets of documentation relative to the Project and any Improvements, including at a minimum, as-built drawings of each project in computer format, if possible. The County will submit notice for the Project and any Improvements to the FAA as required by FAA rules.

#### *3.05. Title to Improvements*

Title to the Project and all Improvements constructed by a lessee during the Term will be and will remain the private property of the lessee during the Term of the Lease. During the Term, a lessee is entitled, for all taxation purposes, to claim cost-recovery deductions and the like on all Improvements constructed by the lessee. Following the expiration of the Term or earlier termination of this Lease, title to the Improvements will pass pursuant to section 8 below.

### *3.06. County Cooperation*

The County, through the Manager, agrees to cooperate with lessees in all respects in connection with a lessee's construction of the Project and any Improvements, provided that the County will not be required to pay any application fees or incur any other costs or liabilities in connection with the Improvements. The Airport Manager will appear as a witness in any legal or administrative proceedings to the extent reasonably necessary to construct the Project and Improvements.

## 4. UTILITIES AND MAINTENANCE

### *4.01. Utilities*

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

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

Airport leases are term leases and lessees agree to keep and maintain the Leased Premises in a good, clean and sanitary condition at all times, reasonable wear and tear excepted. Lessees covenant and agree that they will not make or suffer any waste of the Leased Premises. Lessees, at their sole cost and expense, will make all repairs or replacements necessary to prevent the deterioration in condition or value of the Premises, including, but not limited to, the maintenance of and repairs to all hangars and other structures, doors, windows and roofs, and all fixtures, equipment, utilities, hangar modifications and pavement connecting the taxiway to the hangar foundation of the Leased Premises. Lessees must paint the exterior of the hangar, as needed and reasonably directed by County, with specifications and color to be approved in writing by the Airport Manager. Lessees shall be responsible for all damages caused by them, their agents, servants, employees, contractors, subcontractors, licensees or invitees, and lessees agree to fully repair or otherwise cure all such damages at their sole cost and expense.

Lessees agree that all improvements, trade fixtures, furnishings, equipment and other personal property of every kind or description which may at any time be on the Leased Premises shall be at the lessee's sole risk or at the sole risk of those claiming under the lessee. Neither the County nor the Airport shall be liable for any damage to such property or loss suffered by a lessee which may be caused by the bursting, overflowing or leaking of sewer or steam pipes, from water from any source

whatsoever, or from any heating fixtures, plumbing fixtures, electric wires, noise, gas or odors, or from causes of any other matter.

#### *4.03. Access*

The County shall have the right and privilege, through its officers, agents, servants or employees, to inspect the Leased Premises. Except in the event of an emergency, the County shall conduct such inspections during customary working hours and shall use its best efforts to provide the lessee at least twenty-four hours' notice prior to any inspection. Lessees will permit the Crook County Fire and Rescue (CCFR) Fire Marshal or his or her authorized agents to inspect the Leased Premises, and lessees will comply with all requirements of the Fire Marshal or his or her authorized agents that are necessary to bring the Leased Premises into compliance with all applicable fire and building code requirements regarding fire safety, as such provisions exist or may hereafter be amended. Lessees shall maintain in proper condition accessible fire extinguishers of a number and type approved by the Fire Marshal or his or her authorized agents for the particular hazard involved.

#### *4.04. Inspections and Repairs*

If the County determines during an inspection of the Leased Premises that a lessee is responsible under the Lease for any maintenance or repairs, the County shall notify the lessee in writing. Lessees agree to begin such maintenance or repair work diligently within 30 calendar days following receipt of such notice and to then complete such maintenance or repair work within a reasonable time, considering the nature of the work to be done. If a lessee fails to begin the recommended maintenance or repairs within such time or fails to complete the maintenance or repairs within a reasonable time, County may, in its discretion, perform such maintenance or repairs on behalf of said lessee. In this event, the lessee will reimburse the County for the cost of the maintenance or repairs, and such reimbursement will be due upon receipt of the County's billing.

#### *4.05. County May Perform Required Repairs*

During any inspection, the County may perform any obligations that County is authorized or required to perform under the terms of the Lease or pursuant to its governmental duties under federal, state, or local laws, rules, or regulations. In this event, the lessee will reimburse the County for the cost of the maintenance or repairs, and such reimbursement will be due upon receipt of the County's billing.

### **5. RIGHTS AND RESERVED POWERS OF COUNTY**

#### *5.01. Hazards*

The County reserves the right to take any action it considers necessary to protect the aerial approaches of the Airport against obstruction, including, but not limited to, the right to prevent a lessee from erecting or permitting to be erected any building or other structure which, in the opinion of the County, would limit the usefulness of the Airport, constitute a hazard to aircraft or diminish the capability of existing or future avigational or navigational aids used at the Airport.

### *5.02. Development*

The County reserves the right to develop and improve the Airport as it sees fit, regardless of the desires or view of a lessee, and without interference or hindrance by or on behalf of a lessee. Accordingly, nothing contained in the Lease shall be construed to obligate the County to relocate a lessee as a result of any such Airport developments or improvements.

### *5.03. Sponsor Assurances*

The County covenants and agrees that during all required periods the County will operate and maintain the Airport and its facilities as a public airport consistent with and pursuant to the Sponsor's Assurances given by the County to the United States Government through the Federal Airport Act; and each lessee agrees that the Lease and lessee's rights and privileges thereunder shall be subordinate to the Sponsor's Assurances.

### *5.04. Easements*

A lessee's rights shall be subject to all existing and future utility and drainage easements and rights-of-way granted by the County for the installation, maintenance, inspection, repair or removal of facilities owned or operated by electric, gas, water, sewer, communication or other utility companies. A lessee's rights shall additionally be subject to all rights granted by any ordinance or statute which allows utility companies to use publicly owned property for the provision of utility services.

### *5.05. Relocation of a Hangar and Leased Premises*

The precise location of the Leased Premises where a hangar is located is subject to County's discretion and modification. The County may compel relocation of a hangar at any time, in which case the County will be responsible for all reasonable relocation costs. The lessee will be responsible for all hangar relocation/reassembly costs when the relocation/reconstruction is at the request and sole benefit of the lessee, or if relocation is due to termination of the Lease.

## **6. SUB-LEASING AND TRANSFERS**

### *6.01. Limitations on Transfers*

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



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

### *6.02. Assignments Prohibited*

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

### *6.03. Subletting*

Lessees have the right to sublet portions of the Leased Premises or the improvements only for a term or terms that will expire before the expiration of the Term. It is the responsibility of each lessee to provide the County with a completed information form for each subtenant, with their name, contact information, and tail number. Additionally, each sublease must contain the following terms and conditions:

- (a) The sublease will incorporate the terms, conditions, and covenants set forth in, and state that it is subject and subordinate to, the Lease, this Lease Policy, and to any extensions, modifications, or amendments of the Lease;
- (b) That rents due under the sublease (i) have been assigned to the County (and the lessee hereby assigns the rents to the County), to support performance of the lessee's covenants under the Lease, which assignment will be effective only on the occurrence of any event of default by the lessee under the Lease; and (ii) will, on receipt of written notification from the County that an event of default has occurred under the Lease, be paid by the subtenant directly to the County, subject to section 7 of this Lease Policy, until the subtenant receives written notice from the County that the lessee has cured the event of default or is in the process of curing the event of default in a manner reasonably satisfactory to the County;
- (c) If any act or omission of the lessee would give a subtenant the right, immediately or after lapse of a period of time, to cancel or terminate the sublease, or to claim a partial or total eviction, subtenant will not exercise that right: (i) until it has given written notice of the act or omission to the County; and (ii) until a reasonable period of time for the County to cure the condition has passed.

## 7. ENCUMBRANCES AND LEASEHOLD MORTGAGES

### *7.01. Liens Granted to County*

Lessees grant the County a lien against the Improvements, aircraft, and all personal property that lessees store in the hangar. This lien exists and continues for all unpaid amounts that a lessee may owe the County, from time to time, and the County's assertion of the lien does not relieve a lessee from the obligation to pay the annual rent as provided in the Lease. In the event a lessee does not fully and immediately discharge all unpaid amounts, the County has the right to take and recover possession of the Improvements and satisfy its lien in accordance with Oregon law. The County may also take and recover possession of the stored aircraft and personal property, without notice or other action, exercise its lien against the same, and have and recover all costs and expenses including attorney's fees in connection with the repossession of said hangar, Improvements, aircraft, or personal property and assertion of the lien.

### *7.02. Defined Terms for Leasehold Mortgages*

Any mortgage, deed of trust, financing statement, security agreement, or other financing instrument granted by lessee pursuant to this section 7 is referred to as a "Permitted Leasehold Mortgage," and the holder of or secured party under a Permitted Leasehold Mortgage is referred to as a "Permitted Leasehold Mortgagee." The term "Lending Institution" means any commercial, national, or savings bank, savings and loan association, trust company, pension trust, foundation, or insurance company, and any other entity, person, corporation, partnership, or otherwise making a loan on the security of lessee's interest in the Lease or any portion of the Leased Premises or the Improvements.

### *7.03. Right to Mortgage Leasehold*

Notwithstanding any other provision to the contrary, in addition to any other rights granted and without any requirement to obtain County's consent, lessees have the right to mortgage or grant a security interest in lessee's interest in their lease, the Leased Premises, and the Improvements under one or more leasehold mortgages to one or more Lending Institutions, and to assign their Lease as collateral security for a Permitted Leasehold Mortgage, on the condition that all rights acquired under the leasehold mortgages are subject to every term, covenant, condition, and restriction set forth in the Lease, and to all rights and interests of the County, none of which covenants, conditions, restrictions, rights, or interests is or may be waived by the County by reason of the right given to mortgage or grant a security interest in lessee's interest in the Lease and the Premises and the Improvements, except as expressly provided otherwise.

### *7.04. Lender Protections*

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

#### 7.04.01. No Modifications or Terminations

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

#### 7.04.02. Notice to Permitted Leasehold Mortgages

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

#### 7.04.03. Right to Cure

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

#### 7.04.04. Right to a New Lease

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

- a. The holder will request the new lease within 30 days after the date of termination of the Lease;
- b. The holder will pay to the County at the time of execution and delivery of the new lease all sums as to which the First Leasehold Mortgagee will have been provided with prior notice and which would at the time of execution and delivery thereof be due under the Lease had it not terminated, together with any expenses, including reasonable attorney fees, to which the County will have been entitled to by reason of the default;
- c. The County will not warrant possession of the Premises to the lessee under the new lease;
- d. The new lease will be expressly made subject to the rights, if any, of lessee under the terminated Lease; and

- e. The tenant under the new lease will have the same right, title, and interest in and to the Premises as the lessee had under the original Lease (except as otherwise provided herein).

#### 7.04.05. Bankruptcy of Lessee

Nothing herein contained will require any holder of a Permitted Leasehold Mortgage or its nominee or designee to cure any default of a lessee arising out of its bankruptcy, insolvency, reorganization, or other proceeding under the bankruptcy or insolvency laws of the United States or the State of Oregon or otherwise.

#### 7.04.06. Insurance Policies

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

### 8. TERMINATION AND OWNERSHIP OF IMPROVEMENTS

#### *8.01. Selling the Improvements during the Term of the Lease*

A lessee wishing to sell the Improvements during the Term of a Lease must notify the County of its intent to do so. With County approval, the current lessee will typically be given a penalty-free termination of the Lease and a new lease with the buyer of the Improvements will be executed with the same Term ending date as the existing Lease.

#### *8.02. Ownership of Improvements at the End of the Lease*

A lessee’s right to enter upon the Leased Premises expires on the final day of the Term. Before such expiration of the Term, lessees will, at their cost and expense: (a) perform all property, hangar, and leasehold improvement maintenance and repairs for which the lessee is obligated under the Lease; (b) remove any personal property and improvements, including without limitation a hangar, all aircraft, vehicles, furnishings and furniture, equipment and tools, trade fixtures, and waste and debris and (c) surrender the Leased Premises, hangar, and leasehold improvements to the County in good condition and free of waste and debris at lessee’s expense. With the consent of the County, at the termination of a Lease’s term, lessees may transfer ownership of a hangar, leasehold improvements, and alterations on the Leased Premises to the County, at no cost to the County. Said transfer must be free from all claims, rights, encumbrances, and interests of the lessee or a third party without the need for a conveyance document, unless requested by the County.

#### *8.03. No Holdover Period*

There shall be no holdover period of any Lease. Should a lessee remain in possession after the expiration of the Term, the Lessee will be considered a tenant at sufferance, which the County may consider as triggering the termination, remedy, and surrender provisions at any time without notice and the lessee will be liable for any and all damages resulting from such unauthorized holdover, including but not limited to any and all damages that the County is required to pay a new tenant for failing to timely deliver any portion of the Leased Premises or the Improvements.

## 9. FAA REQUIRED PROVISIONS

### *9.01. Non-Discrimination*

All Leases will contain language substantially similar to the following:

The Lessee and all heirs, successors, and assigns, as a part of the consideration hereof, does hereby covenant and agree, as a covenant running with the land, that in the event facilities are constructed, maintained, or otherwise operated on the said property described in this lease for a purpose for which a DOT program or activity is extended or for another purpose involving the provision of similar services or benefits, the Lessee shall maintain and operate such facilities and services in compliance with all other requirements imposed pursuant to 49 CFR Part 21, Nondiscrimination in Federally Assisted Programs of the Department of Transportation, and as said Regulations may be amended.

The Lessee and all heirs, successors, and assigns, as a part of the consideration hereof, does hereby covenant and agree, as a covenant running with the land, that:

- (1) no person on the grounds of race, color, or national origin shall be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of said facilities;
- (2) that in the construction of any improvements on, over, or under such land and the furnishing of services thereon, no person on the grounds of race, color, or national origin shall be excluded from participation in, denied the benefits of, or otherwise be subjected to discrimination; and
- (3) that the Lessee shall use the premises in compliance with all other requirements imposed by or pursuant to 49 CFR Part 21, Nondiscrimination in Federally Assisted Programs of the Department of Transportation, and as said Regulations may be amended.

### *9.02. Subordination*

The County may not take or permit any action which would operate to deprive the Airport of any of the rights and powers necessary to perform any or all of the terms, conditions, and assurances to the Airport's grant agreements with the FAA. As such, every Airport Lease will reserve all necessary powers in favor of Crook County and subordinate lessee's leasehold interest to the provisions of any existing or future agreement between the County and the United States Government, which relates to the operation or maintenance of the Airport and is required as a condition for the expenditure of federal funds for the development, maintenance or repair of Airport infrastructure. Additionally, during any war or national emergency, the County shall have the right to lease any part of the Airport, including its landing area, to the United States Government. In this event, any provisions of a Lease which are inconsistent with the provisions of the lease to the Government shall be suspended. The County shall not be liable for any loss or damages alleged by a lessee as a result of

this action. However, nothing in the Lease shall prevent a lessee from pursuing any rights it may have for reimbursement from the United States Government.

### *9.03. Aviation Easement*

The County reserves for itself and for the public a right of flight for the passage of aircraft in the airspace above the Airport and improvements together with the right to cause noise, vibration, dust, fumes, smoke, vapor, and other effects inherent in the navigation or flight of aircraft and/or operation of the Airport. Each tenant will protect the Airport and Airport property for aeronautical and related uses, will not interfere or impede, and will conduct all activities in a manner that will not adversely affect or interfere with the Airport's operations and those of other lessees and authorized users of the Airport or the general public. Any lessee activities that the Airport Manager determines interfere with or impede the operation, use, or maintenance of the Airport or aeronautical activities are specifically prohibited and will constitute an event of default under the lease.

### *9.04. Indemnification*

Lessees assume all liability and responsibility for property loss, property damage, and/or personal injury of any kind, including death, to any and all persons, of any kind or character, whether real or asserted, arising out of or in connection with its use of the Airport under the lease or with the leasing, maintenance, use, occupancy, existence, or location of the Leased Premises, except to the extent caused by the gross negligence or willful misconduct of the County or Airport Manager, its officers, agents, servants, or employees.

Lessees covenant and agree to, and do to the extent allowed by law, without waiving any defenses provided by law, hereby indemnify, hold harmless, and defend the County, City of Prineville and Airport Manager, their officers, agents, servants, and employees from and against any and all claims or lawsuits for either property damage or loss and/or personal injury, including death, to any and all persons, of any kind or character, whether real or asserted, arising out of or in connection with lessee's use of the Airport under the Lease or with the use, leasing, maintenance, occupancy, existence, or location of the Leased Premises, except to the extent caused by the gross negligence or willful misconduct of the County or Manager, its officers, agents, servants, or employees.

Lessees assume all responsibility and agrees to pay County, City of Prineville and Airport Manager for any and all injuries or damages to the County's property which arise out of or in connection with any and all acts or omissions of the lessee, its officers, agents, employees, contractors, subcontractors, licensees or invitees, except to the extent caused by the gross negligence or willful misconduct of County, City of Prineville and Airport Manager, their officers, agents, servants, or employees.

County, City of Prineville and Airport Manager do not guarantee police protection to lessees, and sublessees or their property. The Airport is obligated only to provide security adequate to maintain the County's certification under FAA regulations. Lessees shall comply with all applicable regulations of the FAA relating to airport security. Lessees shall pay all fines imposed by the FAA on



the County, Airport Manager or the lessee resulting from lessee's or any sublessees' failure to comply with such FAA regulations or to prevent unauthorized persons or parties from their obtaining access to the air operations area of the Airport from the Leased Premises.

## 10. RENTALS, RATES, FEES, AND CHARGES

### *10.01. Rent*

Rent for all leases is based upon a Fair Market Rent value derived from a Title XI compliant appraisal report and adjusted yearly for inflation. Total Rent is based on the square footage of the Leased Premises and the surrounding Impacted Area.

#### 10.01.01. Initial Rent

Leases for undeveloped lots must pay "Initial Rent," which is an amount calculated to re-coup the County's infrastructure costs. Initial Rent is a one-time fee, for only those lots that are undeveloped at the execution of the Lease.

#### 10.01.02. Impact Area

Other than Initial Rent, Total Rent is the sum of the current Fair Market rent multiplied by the sum of the square footage of the Leased Premises, defined in section 2.02, and the "Impact Area." The Impact Area is measured from the boundary line of the Leased Premises to the midpoint of the centerline of the taxiway and the length of all setbacks.

#### 10.01.03. Maintenance Fee

The County, in its sole discretion and at any time, reserves the right to institute a Maintenance Fee or other operational charges in addition to Rent. The fee will be based on the Airport's reasonable and necessary expenses for safe and proper maintenance of the Airport common areas. There is currently no such fee.

### *10.02. Adjustment of Rent*

Rent will be adjusted annually effective on January 1<sup>st</sup> (the "Adjustment Date"). The County will deliver notice to lessees of the amount of the adjustment and the new Rent not less than 30 days before Rent is due each year, calculated pursuant to the provisions below. In no event will annual adjustment operate to decrease Rent.

- **Annual Adjustment:** For the duration of the Term, before each annual due date for Rent except for those years subject to an Appraisal Adjustment, the County will adjust the rent in the same percentage as the increase, if any, in the Consumer Price Index (the "Index") published by the United States Department of Labor, Bureau of Labor Statistics. The increase will be computed by comparing the schedule entitled "U.S. City Average, All Items, All Urban Consumers, 1982-84=100" for the month of October in the year of the Commencement Date or the prior year's Rent, as applicable, and October's figures for the current year of the Adjustment Date. All comparisons will be made using Index figures

derived from the same base period. If the Index cited above is revised or discontinued during the Term, then the Index that is designated to replace it by BOMA Oregon will be used.

- **Appraisal Adjustment:** At five-year intervals, the next 2025, the County will procure an Appraisal Report, consistent with Title XI of the Financial Institutions Reform, Recover, and Enforcement Act of 1989 (FIRREA) and the Uniform Standards of Professional Appraisal Practice (USPAP) to ascertain Fair Market Rent for all leased space at the Airport, which will form the basis for the adjustment of Rent in that fiscal year.

### *10.03. Taxes and Assessments*

Lessees agree to timely pay any and all federal, state, or local taxes or assessments which may lawfully be levied against a lessee due to a lessee's use or occupancy of the Leased Premises or any improvements or property placed on the premises by a lessee as a result of its occupancy.

## 11. INSURANCE

Lessees shall be responsible for any and all property damage insurance for each lessee's hangar, aircraft, and other property on the Leased Premises. Additionally, lessees, at their sole cost and expense, shall procure and maintain at all times, in full force and effect during the Term of the Lease, a policy or policies of insurance, naming Crook County and the City of Prineville as additional insureds and covering all risks arising directly or indirectly out of the lessee's activities at the Leased Premises, including but not limited to (1) coverage for hangar premises liability of others; (2) aircraft liability; and (3) if the lessee or any occupant of the Leased Premises has property of others, including aircraft, in their care, custody, or control then they shall maintain hangar keeper's liability coverage with limits adequate to cover the potential damage. The limits for all such policies shall exceed the minimum of the current statutory limits of liability for the County under the Oregon Tort Claims Act, which as of June 2023 are \$1,000,000 per occurrence and \$2,000,000 in the aggregate. Evidence of the required insurance coverages issued by an insurance company satisfactory to the County shall be provided to the County by way of a County-approved certificate of insurance upon execution of a Lease and each time Rent is due. The certificate of insurance shall contain a requirement that the insurance company notify the County 30 days prior to any cancellation or material change in coverage. If the approved insurance company will not provide this 30-day notice, a lessee shall provide written notice to the County within two calendar days after the lessee becomes aware that its coverage has been cancelled or has been materially changed. Regardless of what circumstances caused the lessee's insurance coverage to cease or be modified, it is the lessee's responsibility to notify the County.

## 12. HAZARDOUS SUBSTANCES

Only hazardous materials used to facilitate aeronautical activities are allowed at the Airport. All hazardous materials stored in a hangar must be stored in Department of Transportation and OSHA approved containers and disposed of per hazardous waste requirements, as required by law. The total volume of stored hazardous materials may not exceed 5 US gallons. The storage of engine oil, in the manufacturer's original containers, will not be included in the calculation of the total allowable

storage volume. To minimize fire hazard and hazardous waste contamination issues, the following actions are prohibited in a hangar: using combustible chemicals or cleaning solvents, fuel system draining, fuel system repair (except where the fuel system has been drained), chemical stripping, chemical washing, and painting (except as described elsewhere in this Lease Policy). Any hot work (i.e., cutting, welding, brazing, soldering, and grinding) may not be performed inside a hangar; any such work performed in the hangar itself must be done by a person properly licensed to perform such work. A lessee, and all persons performing work on a lessee's behalf, must at all times comply with all applicable current state and local laws, ordinances, regulations, and fire prevention codes.



## Agenda Item Request

**Date:**

*May 24, 2023*

**Meeting date desired:**

*May 31, 2023 work session and June 7, 2023 Court meeting*

**Subject:**

*“Purchase” of surplus airport property by the County*

**Background and policy implications:**

*The Airport Master Plan shows the property owned by the County Airport south of Highway 126 as unnecessary for airport purposes, approximately 80 acres. The FAA has indicated that the land is surplus and may be sold. The fiscal year 2023 budget includes \$2.5 million from the County Capital Asset Reserve Fund paid to the Airport Fund consistent with grant assurances to release the property from any potential encumbrances by the FAA. The land then may be sold by the County for other purposes or retained by the County for other County operations.*

**Budget/fiscal impacts:**

*The fiscal year 2023 budget includes the “sale” of approximately 80 acres for \$2.5 million by the Airport to the County, with funding from the County’s Capital Asset Fund. The fiscal year 2024 budget, approved May 24, 2023, includes the \$2.5 million funding taking place in fiscal year 2023. Without the funding, the Airport Fund will need a loan from the County to retain a positive fund balance and fund capital improvements approved in the fiscal year 2024 budget.*

**Requested by:**

*Andy Parks*

**Presenters:**

*Andy Parks*

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

*NA*

## AGENDA ITEM REQUEST



**Date:**

*May 30, 2023*

**Meeting date desired:**

*June 7, 2023*

**Subject:**

*Referral of ballot title to County Clerk re: sentiment for Idaho border relocation.*

**Background and policy implications:**

*Please refer to my previous memoranda on this topic. This ballot question is a non-binding advisory question.*

**Budget/fiscal impacts:**

*N/A*

**Requested by:**

*Seth Crawford, County Judge, 541-447-6555*

**Presenters:**

*John Eisler, Asst. County Counsel*

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

*Legal drafted*

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

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

**IN THE MATTER OF INSTRUCTING  
THE COUNTY JUDGE TO FILE WITH  
THE COUNTY CLERK A NOTICE OF  
COUNTY MEASURE ELECTION IN  
THE MATTER OF CITIZEN  
SENTIMENT REGARDING THE  
OREGON-IDAHO BORDER**

**ORDER 2023-26**

WHEREAS, there is a process at the State and Federal level to alter the boundary line between two states; and

WHEREAS, officials of the states of Oregon and Idaho have been or may in the future discuss and negotiate moving the Oregon-Idaho border to expand Idaho's border into parts of Oregon; and

WHEREAS, many other Oregon counties have presented some form of ballot question to their electors regarding public sentiment for moving the Oregon-Idaho border; and

WHEREAS, the electors of Crook County should have an opportunity to document their sentiment regarding such a border relocation through a non-binding advisory question.

NOW, THEREFORE, IT IS HEREBY ORDERED that the Crook County Court instructs and empowers the County Judge to file with the County Clerk a Notice of County Measure Election, attached herein, asking voters of Crook County if they support Crook County representing to officials at the State and Federal level whether the electors of Crook County support expanding the Idaho border to include Crook County, and

///

///

///

IT IS FURTHER ORDERED that the County Court authorizes the Judge to revise the language of such submission as needed to meet such legal requirements as the County Clerk and Oregon law may impose.

Dated this \_\_\_\_\_ day of June 2023.

CROOK COUNTY COURT

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Seth Crawford  
County Judge

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Jerry Brummer  
County Commissioner

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Brian Barney  
County Commissioner



# Request for Ballot Title

## Preparation or Publication of Notice

**SEL 805**

rev 08/21  
OAR 165-014-0005

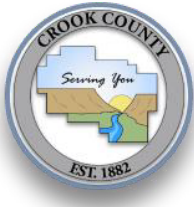
No later than the **81<sup>st</sup> day before an election**, a governing body that has referred a measure must prepare and file with the local elections official the text of the referral for ballot title preparation or the ballot title for publication of notice of receipt of ballot title. This form may be used to file the text of the referral and request the elections official begin the ballot title drafting process or file a ballot title and request the elections official publish notice of receipt of ballot title.

Filing Information	
Election Date	Authorized Official
Contact Phone	Email Address
Referral Information	
Title, Number or other Identifier	
This Filing is For	
<input type="checkbox"/> Drafting of Ballot Title Attach referral text.	<input type="checkbox"/> Publication of Notice Ballot title below.
Ballot Title Additional requirements may apply	
<b>Caption</b> 10 words which reasonably identifies the subject of the measure.	
<b>Question</b> 20 words which plainly phrases the chief purpose of the measure.	
<b>Summary</b> 175 words which concisely and impartially summarizes the measure and its major effect.	
<p><i>By signing this document:</i>          → I hereby state that I am authorized by the county or city governing body, or district elections authority to submit this Request for Ballot Title – Preparation or Publication of Notice.</p>	

Signature

Date Signed

## AGENDA ITEM REQUEST



**Date:**

5/31/2023

**Meeting date desired:**

6/7/2023

**Subject:**

Seeking acceptance of grant funds to cover cost of library HVAC

**Background and policy implications:**

Public Health learned of a grant opportunity related to heating/cooling and clean air shelters prior to the library HVAC being replaced. CCHD staff worked with facilities and library staff to apply for funds for which the library is eligible due to the fact that it operates as a cooling/heating/clean air space for the public. Delays in the grant process have resulted in funds just now being available.

**Budget/fiscal impacts:**

Requested and awarded funds will cover the cost of the library's HVAC system:  
\$115,346

**Requested by:**

Katie Plumb, Health & Human Services Director  
kplumb@crookpublichealthor.gov, 541-447-5165

**Presenters:**

Katie Plumb, Health & Human Services Director

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

N/A

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

N/A

# 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:** \_\_\_\_\_, hereinafter referred to as "Document."

I, \_\_\_\_\_  
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

\_\_\_\_\_ by email.

**Contractor's name**

On \_\_\_\_\_,  
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

\_\_\_\_\_  
Date

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



**Grant Agreement Number 179902**

**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](mailto:dhs-oha.publicationrequest@state.or.us) or call 503-378-3486 (voice) or 503-378-3523 (TTY) to arrange for the alternative format.

This Agreement is between the State of Oregon, acting by and through its Oregon Department of Human Services, hereinafter referred to as “ODHS,” and

**Crook County  
Health and Human Services Department  
375 NW Beaver St., Suite 100  
Prineville, OR 97754  
Attention: Katie Plumb, MC  
Office Telephone: (541) 447-5165  
Mobile Telephone: (541) 233-9177  
E-mail address: [KPlumb@crookpublichealthor.gov](mailto:KPlumb@crookpublichealthor.gov)**

hereinafter referred to as “**Recipient.**”

The Program to be supported under this Agreement relates principally to the ODHS’

**Office of Resilience and Emergency Management  
3406 Cherry Ave. NE  
Keizer, OR 97303  
Agreement Administrator: Max Seiler or delegate  
Telephone: (503) 890-2388  
E-mail address: [max.seiler@odhs.oregon.gov](mailto:max.seiler@odhs.oregon.gov)**

1. **Effective Date and Duration.** 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 **April 26, 2023**, whichever date is later. Unless extended or terminated earlier in accordance with its terms, this Agreement shall expire on **December 31, 2023**. Agreement termination or expiration shall not extinguish or prejudice ODHS' right to enforce this Agreement with respect to any default by Recipient that has not been cured.

2. **Agreement Documents.**

a. This Agreement consists of this document and includes the following listed exhibits which are incorporated into this Agreement:

- (1) Exhibit A, Part 1: Program Description
- (2) Exhibit A, Part 2: Disbursement and Financial Reporting
- (4) Exhibit B: Standard Terms and Conditions
- (5) Exhibit C: Subcontractor Insurance Requirements

There are no other Agreement documents unless specifically referenced and incorporated in this Agreement.

b. In the event of a conflict between two or more of the documents comprising this Agreement, the language in the document with the highest precedence shall control. The documents comprising this Agreement shall be in the following descending order of precedence: this Agreement less all exhibits, Exhibits B, A, and C.

3. **Grant Disbursement Generally.** The maximum not-to-exceed amount payable to Recipient under this Agreement, which includes any allowable expenses, is **\$115,346.00**. ODHS 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. ODHS will disburse the grant to Recipient as described in Exhibit A.

4. **Contractor or Subrecipient Determination.** In accordance with the State Controller's Oregon Accounting Manual, policy 30.40.00.104, ODHS' determination is that:

Recipient is a subrecipient  Recipient is a contractor  Not applicable

Catalog of Federal Domestic Assistance (CFDA) #(s) of federal funds to be paid through this Agreement: N/A

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**5. Recipient Data and Certification.**

**a. Recipient Information.** Recipient shall provide the information set forth below.

**PLEASE PRINT OR TYPE THE FOLLOWING INFORMATION**

**Recipient Name (exactly as filed with the IRS):** \_\_\_\_\_

Street address: \_\_\_\_\_

City, state, zip code: \_\_\_\_\_

Email address: \_\_\_\_\_

Telephone: (     ) \_\_\_\_\_ Facsimile: (     ) \_\_\_\_\_

**Recipient Proof of Insurance.** Recipient shall provide the following information upon submission of the signed Agreement. All insurance listed herein must be in effect prior to Agreement execution.

Workers' Compensation Insurance Company: \_\_\_\_\_

Policy #: \_\_\_\_\_ Expiration Date: \_\_\_\_\_

**b. Certification.** Without limiting the generality of the foregoing, by signature on this Agreement, the Recipient hereby certifies under penalty of perjury that:

- (1) Recipient acknowledges that the Oregon False Claims Act, ORS 180.750 to 180.785, applies to any "claim" (as defined by ORS 180.750) that is made by (or caused by) the Recipient and that pertains to this Agreement or to the project for which the grant activities are being performed. Recipient certifies that no claim described in the previous sentence is or will be a "false claim" (as defined by ORS 180.750) or an act prohibited by ORS 180.755. Recipient further acknowledges that in addition to the remedies under this Agreement, if it makes (or causes to be made) a false claim or performs (or causes to be performed) an act prohibited under the Oregon False Claims Act, the Oregon Attorney General may enforce the liabilities and penalties provided by the Oregon False Claims Act against the Recipient;
- (2) The information shown in this Section 5a. "Recipient Information", is Recipient's true, accurate and correct information;
- (3) To the best of the undersigned's knowledge, Recipient has not discriminated against and will not discriminate against minority, women or emerging small business enterprises certified under ORS 200.055 in obtaining any required subcontracts;
- (4) Recipient and Recipient's employees and agents are not included on the list titled "Specially Designated Nationals" maintained by the Office of Foreign Assets Control of the United States Department of the Treasury

and currently found at: <https://www.treasury.gov/resource-center/sanctions/SDN-List/Pages/default.aspx>;

- (5) Recipient is not listed on the non-procurement portion of the General Service Administration's "List of Parties Excluded from Federal procurement or Non-procurement Programs" found at: <https://www.sam.gov/SAM>;
- (6) Recipient is not subject to backup withholding because:
  - (a) Recipient is exempt from backup withholding;
  - (b) Recipient has not been notified by the IRS that Recipient is subject to backup withholding as a result of a failure to report all interest or dividends; or
  - (c) The IRS has notified Recipient that Recipient is no longer subject to backup withholding; and
- (7) Recipient's Federal Employer Identification Number (FEIN) or Social Security Number (SSN) provided is true and accurate. If this information changes, Recipient is required to provide ODHS with the new FEIN or SSN within 10 days.

--Remainder of Page Intentionally Left Bank--



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

- 6. Signatures.** This Agreement and any subsequent amendments may be executed in several counterparts, all of which when taken together shall constitute one agreement binding on all parties, notwithstanding that all parties are not signatories to the same counterpart. Each copy of the Agreement and any amendments so executed shall constitute an original.

**Crook County Health and Human Services Department**

**By:**

\_\_\_\_\_  
Authorized Signature

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

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

**State of Oregon acting by and through its Oregon 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 and Background.

As a result of Senate Bill 1536 (2022 Regular Session), which amended ORS 431A.410 and ORS 431A.412, the Oregon Department of Human Services (ODHS) is the lead state agency for supporting cleaner air, warming, and cooling spaces in the State of Oregon and is tasked with providing grant funds to local governmental entities, Tribal Nations, and public education providers so they are able to support such spaces within their community.

The purpose of this Grant Agreement allows ODHS to grant funds to Recipient to assist with improving and sustaining Recipient's Crook County Public Library, located at 175 NW Meadow Lakes Dr., Prineville, OR 97754, (the "Library"), to create a cleaner air, warming and cooling space for the vulnerable residents of Prineville, Oregon and Crook County, Oregon.

##### 2. Program Description.

Recipient shall use the grant funds to improve and sustain Recipient's Library in order to provide a safe cleaner air, warming and cooling space for the residents of Prineville, Oregon and Crook County, Oregon when an emergency event occurs. Recipient must use the grant funds to support the Grant Activities listed in Section 3. below.

##### 3. Grant Activities.

- a. Recipient shall modernize, improve, or sustain the Library so it is able to be used as a cleaner air, warming and cooling space.
- b. Recipient shall continue to pay for all Library operational costs, to include, but not limited to, staff salaries, taxes, utilities, and supplies, related to providing a safe cleaner air, warming and cooling space.
- c. Recipient shall ensure the Library is available to the residents of Prineville, Oregon and Crook County, Oregon at no charge during poor air quality, extreme heat, or cold weather events.
- d. Recipient shall notify 2-1-1 of the Library's hours of operation and location when a poor air quality, extreme heat, or cold event occurs.

##### 4. Reporting Requirements.

- a. Preliminary Progress Report.
  - (1) Recipient shall submit a preliminary progress report by June 1, 2023 to the ODHS Agreement Administrator. The preliminary progress report shall be submitted via email to the ODHS Agreement Administrator's email address listed on page 1 of this Agreement, or to any other ODHS email address that ODHS provides in writing to the Recipient. The preliminary progress report must include the following:

- (a) A statement describing how the grant funds have been used to modernize, improve, or sustain the Library as a cleaner air, warming and cooling space to date. The statement should include the actual financial breakdown of how the grant funds have been utilized up to the point of the preliminary progress report submission and spending plan of how the remaining grant funds will be used to complete the modernization, improvement, or sustainability of the Library as a cleaner air, warming and cooling space.
- (b) If the Library was open due to an emergency event(s) prior to submission of the preliminary progress report, provide a short narrative of how the grant funding spent on the Library improved the lives of community residents during the emergency event(s), include applicable community demographics if the data is available.
- (c) If the Library was open due to an emergency event(s) prior to submission of the preliminary progress report, provide date(s) the Library was open to community residents as a cleaner air, warming, or cooling space, the type of emergency event(s) (poor air quality, extreme heat, or cold event) that caused the Library to be open, and the estimated of number of community residents served at each opening.
- (d) Any public health impacts that occurred due to poor air quality from wildfire events, excessive heat, or cold weather events, include air temperature, air quality index (AQI), and wind direction.
- (e) Provide feedback on improving ODHS' grant process and program for cleaner air, warming, and cooling spaces.

**b. Final Report.**

- (1) Recipient shall submit a final report by December 31, 2023 to the ODHS Agreement Administrator. The final report shall be submitted via email to the ODHS Agreement Administrator's email address listed on page 1 of this Agreement, or to any other ODHS email address that ODHS provides in writing to the Recipient. The report must include the following:
  - (a) A statement describing how the grant funds were used to modernize, improve, or sustain the Library as a cleaner air, warming and cooling space. The statement should include the entire financial breakdown of how the grant funds were used to modernize, improve, or sustain the Library to be a cleaner air, warming and cooling space.
  - (b) A short narrative of how the grant funding spent on the Library improved the lives of community residents during an emergency

event(s), include applicable community demographics if the data is available.

- (c) Date(s) the Library was open to community residents as a cleaner air, warming, or cooling space, the type of emergency event(s) (poor air quality, extreme heat, or cold event) that caused the Library to be open, and the estimated of number of community residents served at each opening.
- (d) Any public health impacts that occurred due to poor air quality from wildfire events, excessive heat, or cold weather events, include air temperature, air quality index (AQI), and wind direction.
- (e) Provide final feedback on improving ODHS' grant process and program for cleaner air, warming, and cooling spaces.

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## EXHIBIT A

### Part 2

#### Disbursement and Financial Reporting

##### 1. Expenditure of Grant Funds.

a. ODHS will disburse grant funds to Recipient as defined below. Total disbursement of Grant Funds to Recipient shall not exceed the maximum not-to-exceed amount payable to Recipient as specified in **Section 3. “Grant Disbursement Generally.”** of this Agreement.

(1) Upon execution of this Grant Agreement, Recipient shall submit a complete invoice to ODHS for the entire grant award amount specified in Section 3. “Grant Disbursement Generally.” Upon ODHS receipt, review, and approval of the invoice submitted by Recipient, ODHS will disburse the entire grant award of **\$115,346.00** to Recipient.

##### 2. Invoices.

a. Recipient shall submit one (1) invoice, in accordance with Section 1. “Expenditure of Grant Funds.” above, which must include:

- (1) This Agreement number;
- (2) Recipient’s Name;
- (3) Recipient’s Address;
- (4) Recipient’s Invoice Number; and
- (5) Amount of grant award.

b. Grant funds will be disbursed to Recipient upon ODHS approval of the invoice.

c. Invoice must be submitted via email to [EmergencyManagement.Payments@odhsoha.Oregon.gov](mailto:EmergencyManagement.Payments@odhsoha.Oregon.gov). The ODHS Agreement Administrator or a designated ODHS Representative will review the invoice for correctness and approval.

3. **Allowable Expenses.** Recipient must expend the grant funds exclusively on expenses necessarily incurred by Recipient in performing the Grant Activities described in Exhibit A, Part 1, Section 3., and subject to the following restrictions and any other restrictions imposed by other provisions of this Agreement, or by applicable law:

a. Grant funds disbursed under this Agreement must not be expended for costs that are not directly related to the operation of the Recipients program as described in Exhibit A, Part 1, Section 2. “Program Description.”.

b. Any unused or remaining grant funds shall be returned to ODHS within 14 days of expiration or termination of this Agreement.

## EXHIBIT B

### Standard Terms and Conditions

1. **Governing Law, Consent to Jurisdiction.** This Agreement shall be governed by and construed in accordance with the laws of the State of Oregon without regard to principles of conflicts of law. Any claim, action, suit or proceeding (collectively, "Claim") between ODHS or any other agency or department of the State of Oregon, or both, and Recipient that arises from or relates to this Agreement shall be brought and conducted solely and exclusively within the Circuit Court of Marion County for the State of Oregon; provided, however, if a Claim must be brought in a federal forum, then it shall be brought and conducted solely and exclusively within the United States District Court for the District of Oregon. In no event shall this Section be construed as a waiver by the State of Oregon of the jurisdiction of any court or of any form of defense to or immunity from any Claim, whether sovereign immunity, governmental immunity, immunity based on the eleventh amendment to the Constitution of the United States or otherwise. Each party hereby consents to the exclusive jurisdiction of such court, waives any objection to venue, and waives any claim that such forum is an inconvenient forum. This Section shall survive expiration or termination of this Agreement.
2. **Compliance with Law.** Recipient shall comply with all federal, state and local laws, regulations, executive orders and ordinances applicable to the Recipient and this Agreement. This Section shall survive expiration or termination of this Agreement.
3. **Independent Parties.** The parties agree and acknowledge that their relationship is that of independent parties and that Recipient is not an officer, employee, or agent of the State of Oregon as those terms are used in ORS 30.265 or otherwise.
4. **Grant Funds; Payments.**
  - a. Recipient is not entitled to compensation under this Agreement by any other agency or department of the State of Oregon. Recipient understands and agrees that ODHS' participation in this Agreement is contingent on ODHS receiving appropriations, limitations, allotments or other expenditure authority sufficient to allow ODHS, in the exercise of its reasonable administrative discretion, to participate in this Agreement.
  - b. **Disbursement Method.** Disbursements under this Agreement will be made by Electronic Funds Transfer (EFT), unless otherwise mutually agreed, and shall be processed in accordance with the provisions of OAR 407-120-0100 through 407-120-0380 or OAR 410-120-1260 through OAR 410-120-1460, as applicable, and any other ODHS Oregon Administrative Rules that are program-specific to the billings and payments. Upon request, Recipient must provide its taxpayer identification number (TIN) and other necessary banking information to receive EFT payment. Recipient must maintain at its own expense a single financial institution or authorized payment agent capable of receiving and processing EFT using the Automated Clearing House (ACH) transfer method. The most current designation and EFT information will be used for all disbursements under this Agreement. Recipient must provide this designation and information on a form

provided by ODHS. In the event that EFT information changes or the Recipient elects to designate a different financial institution for the receipt of any payment made using EFT procedures, Recipient will provide the changed information or designation to ODHS on an ODHS-approved form.

- 5. Recovery of Overpayments.** Any funds disbursed to Recipient under this Agreement that are expended in violation or contravention of one or more of the provisions of this Agreement “Misexpended Funds” or that remain unexpended on the earlier of termination or expiration of this Agreement must be returned to ODHS. Recipient shall return all Misexpended Funds to ODHS promptly after ODHS’ written demand and no later than 15 days after ODHS’ written demand. Recipient shall return all Unexpended Funds to ODHS within 14 days after the earlier of termination or expiration of this Agreement. ODHS, in its sole discretion, may recover Misexpended or Unexpended Funds by withholding from payments due to Recipient such amounts, over such periods of time, as are necessary to recover the amount of the overpayment. Prior to withholding, if Recipient objects to the withholding or the amount proposed to be withheld, Recipient shall notify ODHS that it wishes to engage in dispute resolution in accordance with Section 14 of this Exhibit.
- 6. Ownership of Work Product.** Reserved.
- 7. Contribution.**

  - a.** If any third party makes any claim or brings any action, suit or proceeding alleging a tort as now or hereafter defined in ORS 30.260 (“Third Party Claim”) against a liability, the Notified Party must promptly notify the Other Party in writing of the Third Party Claim and deliver to the Other Party a copy of the claim, process, and all legal pleadings with respect to the Third Party Claim. Either party is entitled to participate in the defense of a Third Party Claim, and to defend a Third Party Claim with counsel of its own choosing. Receipt by the Other Party of the notice and copies required in this paragraph and meaningful opportunity for the Other Party to participate in the investigation, defense and settlement of the Third Party Claim with counsel of its own choosing are conditions precedent to the Other Party’s liability with respect to the Third Party Claim.
  - b.** With respect to a Third Party Claim for which the State is jointly liable with the Recipient (or would be if joined in the Third Party Claim ), the State shall contribute to the amount of expenses (including attorneys' fees), judgments, fines and amounts paid in settlement actually and reasonably incurred and paid or payable by the Recipient in such proportion as is appropriate to reflect the relative fault of the State on the one hand and of the Recipient on the other hand in connection with the events which resulted in such expenses, judgments, fines or settlement amounts, as well as any other relevant equitable considerations. The relative fault of the State on the one hand and of the Recipient on the other hand shall be determined by reference to, among other things, the parties' relative intent, knowledge, access to information and opportunity to correct or prevent the circumstances resulting in such expenses, judgments, fines or settlement amounts. The State’s contribution amount in any instance is capped to the same extent it



would have been capped under Oregon law if the State had sole liability in the proceeding.

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

This Section shall survive expiration or termination of this Agreement.

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

9. **Default; Remedies; Termination.**

- a. Default by Recipient. Recipient shall be in default under this Agreement if:
  - (1) Recipient fails to perform, observe or discharge any of its covenants, agreements or obligations set forth herein;
  - (2) Any representation, warranty or statement made by Recipient herein or in any documents or reports relied upon by ODHS to measure compliance with this Agreement, the expenditure of disbursements or the desired outcomes by Recipient is untrue in any material respect when made;
  - (3) Recipient (1) applies for or consents to the appointment of, or taking of possession by, a receiver, custodian, trustee, or liquidator of itself or all of its property, (2) admits in writing its inability, or is generally unable, to pay its debts as they become due, (3) makes a general assignment for the benefit of its creditors, (4) is adjudicated a bankrupt or insolvent, (5)

commences a voluntary case under the Federal Bankruptcy Code (as now or hereafter in effect), (6) files a petition seeking to take advantage of any other law relating to bankruptcy, insolvency, reorganization, winding-up, or composition or adjustment of debts, (7) fails to controvert in a timely and appropriate manner, or acquiesces in writing to, any petition filed against it in an involuntary case under the Bankruptcy Code, or (8) takes any action for the purpose of effecting any of the foregoing; or

- (4) A proceeding or case is commenced, without the application or consent of Recipient, in any court of competent jurisdiction, seeking (1) the liquidation, dissolution or winding-up, or the composition or readjustment of debts, of Recipient, (2) the appointment of a trustee, receiver, custodian, liquidator, or the like of Recipient or of all or any substantial part of its assets, or (3) similar relief in respect to Recipient under any law relating to bankruptcy, insolvency, reorganization, winding-up, or composition or adjustment of debts, and such proceeding or case continues undismissed, or an order, judgment, or decree approving or ordering any of the foregoing is entered and continues unstayed and in effect for a period of sixty consecutive days, or an order for relief against Recipient is entered in an involuntary case under the Federal Bankruptcy Code (as now or hereafter in effect).

**b.** ODHS' Remedies for Recipient's Default. In the event Recipient is in default under Section 9.a., ODHS may, at its option, pursue any or all of the remedies available to it under this Agreement and at law or in equity, including, but not limited to:

- (1) termination of this Agreement under Section 9.c.(2);
- (2) withholding all or part of monies not yet disbursed by ODHS to Recipient;
- (3) initiation of an action or proceeding for damages, specific performance, or declaratory or injunctive relief; or
- (4) exercise of its right of recovery of overpayments under Section 5. of this Exhibit B.

These remedies are cumulative to the extent the remedies are not inconsistent, and ODHS may pursue any remedy or remedies singly, collectively, successively or in any order whatsoever. If a court determines that Recipient was not in default under Section 9.a., then Recipient shall be entitled to the same remedies as if this Agreement was terminated pursuant to Section 9.c.(1).

**c.** Termination.

- (1) ODHS' Right to Terminate at its Discretion. At its sole discretion, ODHS may terminate this Agreement:
  - (a) For its convenience upon 30 days' prior written notice by ODHS to Recipient;

- (b) Immediately upon written notice if ODHS fails to receive funding, appropriations, limitations, allotments or other expenditure authority at levels sufficient to continue supporting the program; or
- (c) Immediately upon written notice if federal or state laws, regulations, or guidelines are modified or interpreted in such a way that ODHS' support of the program under this Agreement is prohibited or ODHS is prohibited from paying for such support from the planned funding source.
- (d) Immediately upon written notice to Recipient if there is a threat to the health, safety, or welfare of any person receiving funds or benefitting from services under this Agreement "ODHS Client", including any Medicaid Eligible Individual, under its care.

- (2) ODHS' Right to Terminate for Cause. In addition to any other rights and remedies ODHS may have under this Agreement, ODHS may terminate this Agreement immediately upon written notice to Recipient, or at such later date as ODHS may establish in such notice if Recipient is in default under Section 9.a.
- (3) Mutual Termination. The Agreement may be terminated immediately upon mutual written consent of the parties or at such other time as the parties may agree in the written consent.
- (4) Return of Property. Upon termination of this Agreement for any reason whatsoever, Recipient shall immediately deliver to ODHS all of ODHS' property that is in the possession or under the control of Recipient at that time. This Section 9.c.(4) survives the expiration or termination of this Agreement.
- (5) Effect of Termination. Upon receiving a notice of termination of this Agreement or upon issuing a notice of termination to ODHS, Recipient shall immediately cease all activities under this Agreement unless, in a notice issued by ODHS, ODHS expressly directs otherwise.

**10. Insurance.** All employers, including Recipient, that employ subject workers, as defined in ORS 656.027, shall comply with ORS 656.017 and shall provide workers' compensation insurance coverage for those workers, unless they meet the requirement for an exemption under ORS 656.126(2). Recipient shall require subcontractors to maintain insurance as set forth in Exhibit C, which is attached hereto.

**11. Records Maintenance, Access.** Recipient shall maintain all financial records relating to this Agreement in accordance with generally accepted accounting principles. In addition, Recipient shall maintain any other records, books, documents, papers, plans, records of shipments and payments and writings of Recipient, whether in paper, electronic or other form, that are pertinent to this Agreement, in such a manner as to clearly document Recipient's performance. All financial records, other records, books, documents, papers, plans, records of shipments and payments and writings of Recipient whether in paper, electronic or other form, that are pertinent to this Agreement, are collectively referred to as "Records." Recipient acknowledges and agrees that ODHS and the Secretary of

State's Office and the federal government and their duly authorized representatives shall have access to all Records to perform examinations and audits and make excerpts and transcripts. Recipient shall retain and keep accessible all Records for the longest of:

- a. Six years following final payment and termination of this Agreement;
- b. The period as may be required by applicable law, including the records retention schedules set forth in OAR Chapter 166; or
- c. Until the conclusion of any audit, controversy or litigation arising out of or related to this Agreement.

**12. Information Privacy/Security/Access.** If this Agreement requires or allows Recipient or, when allowed, its subcontractor(s), to have access to or use of any ODHS computer system or other ODHS Information Asset for which ODHS imposes security requirements, and ODHS grants Recipient or its subcontractor(s) access to such ODHS Information Assets or Network and Information Systems, Recipient shall comply and require all subcontractor(s) to which such access has been granted to comply with OAR 407-014-0300 through OAR 407-014-0320, as such rules may be revised from time to time. For purposes of this Section, "Information Asset" and "Network and Information System" have the meaning set forth in OAR 407-014-0305, as such rule may be revised from time to time.

**13. Assignment of Agreement, Successors in Interest.**

- a. Recipient shall not assign or transfer its interest in this Agreement without prior written consent of ODHS. Any such assignment or transfer, if approved, is subject to such conditions and provisions required by ODHS. No approval by ODHS of any assignment or transfer of interest shall be deemed to create any obligation of ODHS in addition to those set forth in this Agreement.
- b. The provisions of this Agreement shall be binding upon and inure to the benefit of the parties, their respective successors, and permitted assigns.

**14. Resolution of Disputes.** The parties shall attempt in good faith to resolve any dispute arising out of this Agreement. In addition, the parties may agree to utilize a jointly selected mediator or arbitrator (for non-binding arbitration) to resolve the dispute short of litigation. This Section shall survive expiration or termination of this Agreement.

**15. Subcontracts.** Recipient shall not enter into any subcontracts for any part of the program supported by this Agreement without ODHS' prior written consent. In addition to any other provisions ODHS may require, Recipient shall include in any permitted subcontract under this Agreement provisions to ensure that ODHS will receive the benefit of subcontractor activity(ies) as if the subcontractor were the Recipient with respect to Sections 1, 2, 3, 6, 7, 8, 10, 11, 12, 13, 15, 16, and 17 of this Exhibit B. ODHS' consent to any subcontract shall not relieve Recipient of any of its duties or obligations under this Agreement.

**16. No Third Party Beneficiaries.** ODHS and Recipient are the only parties to this Agreement and are the only parties entitled to enforce its terms. Nothing in this Agreement gives, is intended to give, or shall be construed to give or provide any benefit or right, whether directly, indirectly or otherwise, to third persons any greater than the

rights and benefits enjoyed by the general public unless such third persons are individually identified by name herein and expressly described as intended beneficiaries of the terms of this Agreement. This Section shall survive expiration or termination of this Agreement.

17. **Severability.** The parties agree that if any term or provision of this Agreement is declared by a court of competent jurisdiction to be illegal or in conflict with any law, the validity of the remaining terms and provisions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if the Agreement did not contain the particular term or provision held to be invalid. This Section shall survive expiration or termination of this Agreement.
18. **Notice.** Except as otherwise expressly provided in this Agreement, any communications between the parties hereto or notices to be given hereunder shall be given in writing by personal delivery, facsimile, e-mail, or mailing the same, postage prepaid to Recipient or ODHS at the address or number set forth in this Agreement, or to such other addresses or numbers as either party may indicate pursuant to this Section. Any communication or notice so addressed and mailed by regular mail shall be deemed received and effective five days after the date of mailing. Any communication or notice delivered by e-mail shall be deemed received and effective five days after the date of e-mailing. Any communication or notice delivered by facsimile shall be deemed received and effective on the day the transmitting machine generates a receipt of the successful transmission, if transmission was during normal business hours of the Recipient, or on the next business day if transmission was outside normal business hours of the Recipient. Notwithstanding the foregoing, to be effective against the other party, any notice transmitted by facsimile must be confirmed by telephone notice to the other party. Any communication or notice given by personal delivery shall be deemed effective when actually delivered to the addressee.

**ODHS:** Office of Contracts & Procurement  
635 Capitol Street NE, Suite 350  
Salem, OR 97301  
Telephone: 503-945-5818  
Fax: 503-378-4324

This Section shall survive expiration or termination of this Agreement.

19. **Headings.** The headings and captions to sections of this Agreement have been inserted for identification and reference purposes only and shall not be used to construe the meaning or to interpret this Agreement.
20. **Amendments; Waiver; Consent.** ODHS may amend this Agreement to the extent provided herein, the solicitation document, if any from which this Agreement arose, and to the extent permitted by applicable statutes and administrative rules. No amendment, waiver, or other consent under this Agreement shall bind either party unless it is in writing and signed by both parties and when required, approved by the Department of Justice. Such amendment, waiver, or consent shall be effective only in the specific instance and for the specific purpose given. The failure of either party to enforce any provision of this Agreement shall not constitute a waiver by that party of that or any other provision. This Section shall survive the expiration or termination of this Agreement.

21. **Merger Clause.** This Agreement constitutes the entire agreement between the parties on the subject matter hereof. There are no understandings, agreements, or representations, oral or written, not specified herein, regarding this Agreement.
22. **Limitation of Liabilities.** NEITHER PARTY SHALL BE LIABLE TO THE OTHER FOR ANY INCIDENTAL OR CONSEQUENTIAL DAMAGES ARISING OUT OF OR RELATED TO THIS AGREEMENT. NEITHER PARTY SHALL BE LIABLE FOR ANY DAMAGES OF ANY SORT ARISING SOLELY FROM THE TERMINATION OF THIS AGREEMENT OR ANY PART HEREOF IN ACCORDANCE WITH ITS TERMS.

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## EXHIBIT C

### Subcontractor Insurance Requirements

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

#### TYPES AND AMOUNTS

**WORKERS' COMPENSATION & EMPLOYERS' LIABILITY:** All employers, including Contractor, that employ subject workers, as defined in ORS 656.027, shall comply with ORS 656.017 and shall provide workers' compensation insurance coverage for those workers, unless they meet the requirement for an exemption under ORS 656.126(2). Contractor shall require and ensure that each of its subcontractors complies with these requirements. If Contractor is a subject employer, as defined in ORS 656.023, Contractor shall also obtain employers' liability insurance coverage with limits not less than \$500,000 each accident. If contractor is an employer subject to any other state's workers' compensation law, Contractor shall provide workers' compensation insurance coverage for its employees as required by applicable workers' compensation laws including employers' liability insurance coverage with limits not less than \$500,000 and shall require and ensure that each of its out-of-state subcontractors complies with these requirements.

**COMMERCIAL GENERAL LIABILITY:**  **Required**

Commercial General Liability Insurance covering bodily injury and property damage in a form and with coverage that are satisfactory to the State. This insurance shall include personal and advertising injury liability, products and completed operations, contractual liability coverage for the indemnity provided under this contract, and have no limitation of coverage to designated premises, project or operation. Coverage shall be written on an occurrence basis in an amount of not less than \$1,000,000.00 per occurrence. Annual aggregate limit shall not be less than \$2,000,000.00.



**AUTOMOBILE LIABILITY INSURANCE:**  Required  Not required

**PROFESSIONAL LIABILITY:**  Required  Not required

**NETWORK SECURITY AND PRIVACY LIABILITY:**  Required  Not required

**POLLUTION LIABILITY:**  Required  Not required

**EXCESS/UMBRELLA INSURANCE:** A combination of primary and excess/umbrella insurance may be used to meet the required limits of insurance.

**ADDITIONAL COVERAGE REQUIREMENTS:** Contractor's insurance shall be primary and non-contributory with any other insurance. Contractor shall pay for all deductibles, self-insured retention and self-insurance, if any.

**ADDITIONAL INSURED:** All liability insurance, except for Workers' Compensation, Professional Liability, and Network Security and Privacy Liability (if applicable), required under this Subcontract must include an additional insured endorsement specifying the State of Oregon, its officers, employees and agents as Additional Insureds, including additional insured status with respect to liability arising out of ongoing operations and completed operations, but only with respect to Contractor's activities to be performed under this Contract. Coverage shall be primary and non-contributory with any other insurance and self-insurance. The Additional Insured endorsement with respect to liability arising out of your ongoing operations must be on ISO Form CG 20 10 07 04 or equivalent and the Additional Insured endorsement with respect to completed operations must be on ISO form CG 20 37 07 04 or equivalent.

**WAIVER OF SUBROGATION:** Contractor shall waive rights of subrogation which Contractor or any insurer of Contractor may acquire against the ODHS or State of Oregon by virtue of the payment of any loss. Contractor will obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not the ODHS has received a waiver of subrogation endorsement from the Contractor or the Contractor's insurer(s).

**CONTINUOUS CLAIMS MADE COVERAGE:** If any of the required liability insurance is on a claims made basis and does not include an extended reporting period of at least 24 months, then Contractor shall maintain continuous claims made liability coverage, provided the effective date of the continuous claims made coverage is on or before the effective date of the Contract, for a minimum of 24 months following the later of:

- (i) Contractor's completion and ODHS' acceptance of all Services required under the Contract, or
- (ii) ODHS or Contractor termination of this Contract, or
- (iii) The expiration of all warranty periods provided under this Contract.

**CERTIFICATE(S) AND PROOF OF INSURANCE:** Recipient shall obtain from the Contractor a Certificate(s) of Insurance for all required insurance before delivering any Goods and performing any Services required under this Contract. The Certificate(s) shall list the State of Oregon, its officers, employees and agents as a Certificate holder and as an endorsed Additional Insured. The Certificate(s) shall also include all required endorsements or copies of the applicable policy language effecting coverage required by this contract. If excess/umbrella insurance is used to meet the minimum insurance requirement, the Certificate of Insurance must

include a list of all policies that fall under the excess/umbrella insurance. As proof of insurance ODHS has the right to request copies of insurance policies and endorsements relating to the insurance requirements in this Contract.

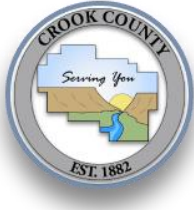
**NOTICE OF CHANGE OR CANCELLATION:** The Contractor or its insurer must provide at least 30 days' written notice to Recipient before cancellation of, material change to, potential exhaustion of aggregate limits of, or non-renewal of the required insurance coverage(s).

**INSURANCE REQUIREMENT REVIEW:** Contractor agrees to periodic review of insurance requirements by ODHS under this agreement and to provide updated requirements as mutually agreed upon by Contractor and ODHS.

**STATE ACCEPTANCE:** All insurance providers are subject to ODHS acceptance. If requested by ODHS, Contractor shall provide complete copies of insurance policies, endorsements, self-insurance documents and related insurance documents to ODHS' representatives responsible for verification of the insurance coverages required under this Exhibit C.

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## 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):**

/

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**Agreement #170663**

**FIRST AMENDMENT TO OREGON HEALTH AUTHORITY  
INTERGOVERNMENTAL AGREEMENT  
FOR ENVIRONMENTAL HEALTH SERVICES**

This First Amendment to Oregon Health Authority Intergovernmental Agreement for the Environmental Health Services, effective July 1, 2021, is between the State of Oregon acting by and through its Oregon Health Authority (“OHA”) and Crook County, (“LPHA”), each a “Party” and together, the “Parties.”

**AMENDMENT**

1. This Amendment is effective on June 30, 2023, regardless of the date this amendment has been fully executed with signatures by every Party and when required, approved by the Department of Justice. However, payments may not be disbursed until the Amendment is fully executed.
2. The Agreement is hereby amended as follows:
  - a. Section 3 “Effective Date” is hereby amended to change the expiration date from June 30, 2023 to June 30, 2029.
  - b. Section 8.2 is hereby amended as follows; deleted language is struck through and new language is bold and underlined:
    - 8.2 Not later than thirty (30) days following receipt of an invoice from OHA, remit the following licensing fees to OHA:
      - For the Tourist Facility program, fifteen percent (15%) of the state licensing fee or fifteen percent (15 %) of the county licensing fee, whichever is less, collected by county that quarter, in accordance with ORS 446.425.
      - **For the fiscal biennium beginning July 1, 2021 and ending June 30, 2023** for the Pool/Spa program, in the amount of \$45 for each license issued by the LPHA in that quarter under ORS 448.035 or such other amount agreed upon by the parties;
      - **For the fiscal biennium beginning July 1, 2023 and ending June 30, 2029 for the Pool/Spa program, in the amount of \$90 for each license issued by the LPHA in that quarter under ORS 448.035 or such other amount agreed upon by the parties;**
      - For the restaurant, bed and breakfast facility, commissary, mobile unit and warehouse licensing programs, a predetermined percentage of licensing revenue. For each biennium, this amount is determined by dividing OHA’s food program costs by the total projected statewide licensing revenue. Statewide revenue is calculated using marker fees set forth in ORS 624.490.
        - (Biennial cost of FIPP / Total projected licensing revenue for the biennium for all LPHAs  
= Remittance Factor (Represented as a percentage.)) FIPP’s biennial budget includes all program costs (i.e., staffing, fringe, travel, supplies, indirect costs, and statewide licensing software application). For the final invoice of a given fiscal year, LPHA may request an invoice in advance of the actual due date and pay the required licensing fees in advance.

- For the fiscal biennium beginning July 1, 2021 and ending June 30, 2023, the remittance factor is 12.81% of licensing revenue, based on licensing fees in statute. (Biennial cost of FIPP (\$2,328,526)/Total projected statewide licensing revenue for the biennium (\$18,179,220) =12.81%.)
- **For the fiscal bienniums beginning July 1, 2023 and ending June 30, 2029, the remittance factor is 12.22% of licensing revenue, based on licensing fees in statute. (Biennial cost of FIPP (\$1,117,728)/Total projected statewide licensing revenue for the biennium (\$9,147,698) =12.22%.)**

3. Except as amended hereby, all terms and conditions of the Agreement remain in full force and effect.
4. This Amendment may be executed in any number of counterparts, all of which when taken together shall constitute one agreement binding on all parties, notwithstanding that all parties are not signatories to the same counterpart. Each copy of this Amendment so executed shall constitute an original.

IN WITNESS WHEREOF, the parties hereto have executed this Amendment as of the dates set forth below their respective signatures.

**5. Signatures.**

**STATE OF OREGON, ACTING BY AND THROUGH ITS OREGON HEALTH AUTHORITY**

Signature: \_\_\_\_\_

Name: /for/ Andre Ourso

Title: Administrator

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

**CROOK COUNTY LOCAL PUBLIC HEALTH AUTHORITY**

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

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

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

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

**DEPARTMENT OF JUSTICE – APPROVED FOR LEGAL SUFFICIENCY**

*Agreement form group-approved by Shannon O’Fallon, Senior Assistant Attorney General, Tax and Finance Section, General Counsel Division, Oregon Department of Justice by email on May 11, 2023, copy of email approval in Agreement file.*

**REVIEWED BY:**

*Approved by Erica Van Ess on May 5, 2023, email in Agreement file.*

*Approved by Gabriela Goldfarb on May 11, 2023, email in Agreement file.*

# 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:** \_\_\_\_\_, hereinafter referred to as "Document."

I, \_\_\_\_\_  
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

\_\_\_\_\_ by email.

**Contractor's name**

On \_\_\_\_\_,  
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

\_\_\_\_\_  
Date

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

## AGENDA ITEM REQUEST



**Date:**

*June 6, 2023*

**Meeting date desired:**

*June 7, 2023*

**Subject:**

*Consideration of adding June 19 as a County paid holiday*

**Background and policy implications:**

*The question is whether Crook County will list June 19 (“Juneteenth”) as a County paid holiday, and if so, whether that will be for calendar year 2023 only, or on an ongoing basis.*

*If it is made a County paid holiday, what provisions, if any, for the County’s two labor contracts should be made.*

**Budget/fiscal impacts:**

*These have not yet been calculated.*

**Requested by:**

*Seth Crawford, Crook County Judge  
Seth.Crawford@CrookCountyOR.gov  
541-447-6555*

**Presenters:**

*Seth Crawford*

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

*Legal drafted the two orders, one to make June 19 a holiday for 2023 only, and one to make it a holiday on a continuing basis.*

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

*Seth Crawford*

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

IN THE MATTER OF ADDING )  
JUNE 19, 2023 (“JUNETEENTH”) )  
TO THE LIST OF COUNTY ) ORDER NO. 2023-\_\_\_\_\_  
PAID HOLIDAYS )

WHEREAS, the Crook County Employee Handbook section “Holidays” includes a list of eleven holidays, and states that additional holidays may be added as determined by the County Court; and

WHEREAS, June 19<sup>th</sup>, often called “Juneteenth,” commemorates the issuance of a proclamation by Union General Gordon Granger in 1865, that slavery had ended in the former Confederate state of Texas. The proclamation was originally issued in Galveston, Texas, which prompted spontaneous celebrations. The anniversary of this proclamation spread beyond Galveston and Texas, becoming an unofficial but beloved occasion; and

WHEREAS, Juneteenth was made a Federal and State holiday in June 2021; and

WHEREAS, the County Court chooses to add Monday, June 19, 2023, to the list of paid County Holidays for calendar year 2023.

NOW, THEREFORE, the Crook County Court adopts the recitals above as its Findings of Fact, and ORDERS and DIRECTS, based upon the above recitals, that:



Section One: Monday, June 19, often known as Juneteenth, is added to the list of County paid holidays for calendar year 2023, to be administered as per the Employee Handbook.

Section Two: County staff are directed to advance any necessary or ancillary tasks to further this Order, including but not limited to informing the County employees, and execution of timecards or other documents.

DATED this \_\_\_\_\_ day of \_\_\_\_\_, 2023.

CROOK COUNTY COURT

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

\_\_\_\_\_  
Commissioner Jerry Brummer

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

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

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

IN THE MATTER OF ADDING )  
JUNE 19 (“JUNETEENTH”) )  
TO THE LIST OF COUNTY ) ORDER NO. 2023-\_\_\_\_\_  
PAID HOLIDAYS )

WHEREAS, the Crook County Employee Handbook section “Holidays” includes a list of eleven holidays, and states that additional holidays may be added as determined by the County Court; and

WHEREAS, June 19<sup>th</sup>, often called “Juneteenth,” commemorates the issuance of a proclamation by Union General Gordon Granger in 1865, that slavery had ended in the former Confederate state of Texas. The proclamation was originally issued in Galveston, Texas, which prompted spontaneous celebrations. The anniversary of this proclamation spread beyond Galveston and Texas, becoming an unofficial but beloved occasion; and

WHEREAS, Juneteenth was made a Federal and State holiday in June 2021; and

WHEREAS, the County Court chooses to add June 19 of each calendar year to the list of paid County Holidays.

NOW, THEREFORE, the Crook County Court adopts the recitals above as its Findings of Fact, and ORDERS and DIRECTS, based upon the above recitals, that:

Section One: The list of holidays included in the Employee Handbook section “Holidays” is amended to include the following:

- Juneteenth (June 19).

Section Two: County staff are directed to advance any necessary or ancillary tasks to further this Order, including but not limited to informing the County employees, execution of timecards or other documents, and amending the Employee Handbook. Staff may make such pagination or formatting revisions as may be useful or helpful in light of this amendment.

DATED this \_\_\_\_ day of \_\_\_\_\_, 2023.

CROOK COUNTY COURT

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

\_\_\_\_\_  
Commissioner Jerry Brummer

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

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

## AGENDA ITEM REQUEST



**Date:**

*May 9, 2023*

**Meeting date desired:**

*May 17, 2023*

**Subject:**

*First Reading of Ordinance 339 – Ordinance Amending Chapter 6.04 of the Crook County Code Regarding Animal Control Definitions, Penalties, Enforcement Authority, and Public Nuisance Animals*

**Background and policy implications:**

*The reason for the requested change is that the language currently in the ordinance is strictly referring to dogs being a nuisance. In the recent past it has come up that other animals can become a nuisance. This change to the ordinance will in no way change the way that Crook County handles livestock animals.*

**Budget/fiscal impacts:**

*N/A*

**Requested by:**

*Lieutenant Bill Elliott*

*541-447-6398*

*[bill.elliott@crookcountysheriff.org](mailto:bill.elliott@crookcountysheriff.org)*

**Presenters:**

*Eric Blaine, County Counsel*

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

*Legal drafted the ordinance.*

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

*N/A*

# Crook County Counsel's Office

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

• Phone: 541-416-3919

Physical: 301 NE 3<sup>rd</sup> St., Ste 200, Prineville, OR 97754

• Fax: 541-313-5964



## MEMO

TO: Crook County Court; County Administrator Andy Parks

FROM: Eric Blaine, County Counsel

DATE: May 8, 2023

RE: *Overview of proposed changes to the dog control/animal control ordinance*  
Our File No: Ct. Ordinances Misc. A

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The Sheriff's Office has recently asked the County Court to consider an update to Chapter 6.04, known variously as the dog control ordinance or animal control ordinance. If approved, Ordinance 339 will go into effect 90 days after the second reading. The proposed changes are:

- Updates the preamble section, to clarify that the terms "dog control ordinance" and the "animal control ordinance" have the same meaning, and may be used interchangeably.
- Updates the definition of "Keeper," to reflect that the term applies to both those who keep dogs, and those who keep other animals not including livestock. This was necessary in order to change the nuisance citation provisions, so that the term could apply not only to those whose dogs become a public nuisance, but also those whose non-livestock animals become a public nuisance.
- Removes "domesticated fowl" from the definition of livestock. Under state law, "livestock" does not include domesticated fowl like chickens, turkeys, or guinea birds. The Sheriff's Office has received a number of complaints recently about domesticated fowl acting in a manner that, for a dog, would be grounds for a citation for public nuisance. However, due to the fact that under the County's code domesticated fowl were included in the definition of livestock, there was no avenue under either state or county law to issue a citation. Removing "domesticated fowl" from the definition of livestock, combined with new provisions regarding nuisance behavior by animals other than dogs, is intended to allow for the Sheriff's Office to try to address such behavior.
- Creates a new provision allowing for the keeper of an animal, other than dogs, and not including livestock, to be cited for nuisance behavior like chasing people, scattering trash, injuring a pet, or creating a prolonged disturbing noise.
- Updates the possible penalties for a citation. Currently, the maximum fine for a violation of the ordinance is \$500.00. Under state law, the maximum fine is \$1,000.00. Ordinance 339 increases the maximum fine to align with state law and the practices of the City of Prineville. It also established a presumptive fine of \$265.00 per violation, also in line with state law and the City's practice.

**Please place this memo and the attached document(s) on the Wednesday, May 17, 2023 County Court Agenda as a PUBLIC HEARING for First Reading of Ordinance 339.**

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

AN ORDINANCE AMENDING	)	
CHAPTER 6.04 OF THE CROOK	)	
COUNTY CODE REGARDING	)	ORDINANCE 339
ANIMAL CONTROL DEFINITIONS,	)	
PENALTIES, ENFORCEMENT AUTH-	)	
ORITY, AND PUBLIC NUISANCE	)	
ANIMALS	)	

WHEREAS, Chapter 6.04 of the Crook County Code is entitled the “dog control ordinance,” and pursuant to the authority granted by ORS 203.035 and 609.015, regulates matters of County concern regarding canines and other animals; and

WHEREAS, under CCC 6.04.005(4), “animal” means any nonhuman vertebrate with the exclusion of livestock. Under CCC 6.04.005(13), “livestock” means ratites, psittacines, horses, mules, jackasses, cattle, llamas, sheep, goats, swine, domesticated fowl, and any fur bearing animal bred and maintained commercially or otherwise within pens, cages, and hutches; and

WHEREAS, it is unlawful under CCC 6.04.050 for a keeper of a dog to permit the dog to become a public nuisance as defined therein. However, no section of the County Code addresses similar public nuisance behavior by other types of animals or livestock; and

WHEREAS, in light of complaints made to the Crook County Sheriff’s Office of public nuisances by animals and livestock other than dogs, for which there does not

currently exist authority to issue citations, the Sheriff's Office has proposed that Chapter 6.04 be amended to address such public nuisances; and

WHEREAS, the County Code's section describing possible penalties is out of alignment with state statute regarding penalties for violations under ORS Chapter 609, and it is useful and prudent to align such penalties.

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

Section One: Section 6.04.001 of the Crook County Code is amended to read as follows, with additions **underlined** and deletions in *[italics]*.

It is hereby declared that Crook County is a dog control district pursuant to ORS 609.030. In order to protect the health, safety, and welfare of the residents and citizens of Crook County and to provide for control of dogs and protection of dogs located therein, Crook County enacts the following provisions, which may be referred to and pleaded as the "dog control ordinance[.]" **or as the "animal control ordinance."** **Both terms will have the same operative effect.**

Section Two: Section 6.04.005(11) is amended to read as follows, with additions **underlined** and deletions in *[italics]*.

Keeper. **As regards dogs**, *[All]* **all** adults in a household with a dog are keepers of that dog. In addition to any other keeper, the person that obtains the license for the dog shall be responsible for the actions or behavior of the dog as provided within this chapter. A keeper is a person who owns, possesses, controls, or otherwise has charge of a dog, other than:

- (a) A licensed business primarily intended to obtain a profit from the kenneling of dogs;
- (b) A humane society or other nonprofit animal shelter;
- (c) A facility impounding dogs on behalf of a city or county; or
- (d) A veterinary facility.

**As regards animals but not livestock, a keeper is a person who owns, possesses, controls, or otherwise has charge of an animal, other than a veterinary facility.**

Section Three: 6.04.005(13) is amended to read as follows, with deletions in *[italics]*.

(13) "Livestock" means ratites, psittacines, horses, mules, jackasses, cattle, llamas, sheep, goats, swine, *[domesticated fowl,]* and any fur bearing animal bred and maintained commercially or otherwise within pens, cages, and hutches.

Section Four: Section 6.04.050(2) of the Crook County Code is amended to read as follows, with additions **underlined**.

(2) It is unlawful for a keeper to:

(a) Leave an animal unattended for more than 24 consecutive hours without minimum care;

(b) Physically mistreat an animal by abuse or neglect;

(c) Permit an animal to be confined within or on a motor vehicle at any location, such as to endanger the health or well-being of the animal. This is including but not limited to dangerous or extreme temperatures and the lack of food or water.

**(d) permits an animal to trespass on land which is enclosed by a fence and which is primarily used for residential purposes. For the purposes of this subsection, "trespass" means to enter onto real property without the permission of the owner thereof, and while on such property:**

**(i) Scatter(s) garbage on the real property;**

**(ii) Chases, threatens, or bites a person;**

**(iii) Chases, threatens, or bites a pet, animal, or livestock, owned by the occupant of the real property; or**

**(iv) Either individually or in concert, create(s) a disturbing noise or noise of continuous annoyance. For the purpose of this section, "disturbing noise" means, but is not limited to: barking, whining, howling, hissing, crowing, or similar sounds that occur for more than 45 minutes or more than 20 minutes during the night period on at least three different days within a 10-day period that have a tendency to disturb a reasonable person located off the keeper's property. For the purpose of**



**this section, “noise of continuous annoyance” means, but is not limited to, the activities of an animal or livestock that disturbs a reasonable person by frequent or prolonged noise that may be heard beyond the boundary of the animal or livestock keeper’s property.**

**Section Five:** Section 6.04.085(3) is amended to read as follows, with additions **underlined**.

(3) Appearance by County Counsel. The Crook County legal counsel shall be responsible for providing legal advice and guidance and appear on behalf of Crook County in all legal proceedings to enforce the dog control ordinance, **or citations issued by a Crook County animal control officer (Crook County Sheriff or his designee) under ORS 609.095 for a violation outside the jurisdiction of the City of Prineville.**

**Section Six:** Section 6.04.095 is amended to reads as follows, with additions **underlined** and deletions in *[italics]*.

(1) The penalty for violation of any provision of this chapter which results in a citation shall be a fine of not more than *[\$500.00]* **\$1,000.00, except that violations which constitute misdemeanors or felonies under State law have the penalties prescribed by ORS 161.505 thru 161.585. The presumptive fine for a violation is \$265.00.**

(2) Each day any person is determined to be in violation of this chapter shall be deemed a separate offense.

(3) In addition to any fine imposed pursuant to subsection (1) of this section, the circuit court may order the impoundment and destruction of any dog found to be dangerous, or found to have killed, injured, or chased livestock, **animal(s), or an individual.**

(4) Any person who has been convicted of a violation of this chapter and who is found by the circuit court to have been formerly convicted of any violation of this chapter or prior dog control ordinances of the county within two years preceding the date of the alleged violation may be punished by a fine of not more than \$1,000.

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

First Reading: \_\_\_\_\_, 2023.

Second Reading: \_\_\_\_\_, 2023.

DATED this \_\_\_\_\_ day of \_\_\_\_\_, 2023.

CROOK COUNTY COURT

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

\_\_\_\_\_  
Commissioner Jerry Brummer

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

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



# CROOK COUNTY SHERIFF'S OFFICE

SHERIFF JOHN GAUTNEY

Tuesday May 9, 2023

I am writing this letter to inform the County Court of the reasoning for the change in the animal control ordinance.

The reason for the requested change that the language currently in the ordinance is strictly referring to dogs being a nuisance. In the recent past it has come up that other animals can become a nuisance. For example, there is a citizen in this community that has read the rules/laws and acquired guinea hens which are not covered in any of the laws. The land owner, I think, acquired these fowl for the sole purpose of annoying his neighbor and has been successful. Currently there is no recourse for the "victim" in this case.

The victim is not authorized to shoot the fowl because they are private property and they do not have the right to damage someone else's property. The fowl are going onto the victim's property and chasing their cats and defecating on the porch of their residence. The fowl have also been reported to have chased the horses of the victim, but under the law it states that the victim is allowed to shoot dogs that harass livestock but now fowl.

It is my belief that the owner of the fowl has researched the law and knows exactly what he is doing and knows that the Sheriff's Office is not allowed to take enforcement action against him for the nuisance animals.

It is my recommendation that the County Court change the animal ordinance to reflect the changes that the legal team has amended. I am in no way indicating that this ordinance change the way that Crook County handles livestock animals.

Lieutenant Bill Elliott

Crook County Sheriff's Office

308 NE 2<sup>nd</sup> Street

Prineville, Oregon 97754

541-447-6398

## AGENDA ITEM REQUEST



**Date:**

*May 31, 2023*

**Meeting date desired:**

*June 7, 2023*

**Subject:**

*First reading of Ordinance 341, regarding protection of homeless persons and the community, and declaring an emergency.*

**Background and policy implications:**

*The County Court has asked that a draft ordinance be prepared for their review, to address the safety of homeless individuals and the Crook County community from certain specified problems that are increasingly prevalent in Oregon. This draft ordinance was written with a goal of conforming to the requirements of ORS 195.530 and recent case law, such as Martin v. City of Boise, and Johnson v. City of Grants Pass.*

**Budget/fiscal impacts:**

*If adopted, the ordinance itself will not have any direct costs. It will create additional legal procedures for Crook County, the implementation of which will require staff time. At present, it is impossible to estimate what those costs might be in the foreseeable future.*

**Requested by:**

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

**Presenters:**

*Eric Blaine, County Counsel*

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

*The County Counsel's office has prepared the draft ordinance*

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

*N/A*

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

AN ORDINANCE ADOPTING A NEW )  
CHAPTER OF THE CROOK COUNTY )  
CODE ENTITLED “COMMUNITY AND ) ORDINANCE 341  
HOMELESS PERSON PROTECTION” )  
AND DECLARING AN EMERGENCY )

WHEREAS, as used herein, the terms person and individual have the same meaning, and the terms homeless person, houseless person, unhoused person, unsheltered person, person experiencing homelessness, or person experiencing houselessness, or similar variations, have the same meaning; and

WHEREAS, according to the 2022 Annual Homelessness Assessment Report (“the Report”) to Congress by the US Department of Housing and Urban Development, Oregon is estimated to have just under 18,000 homeless persons, a rate of 42 per 10,000 Oregonians. This ratio is the third highest in the nation, behind Vermont (43:10,000) and California (44:10,000); and

WHEREAS, the Report estimates that Oregon’s homeless population between 2020 and 2022 increased by 3,304, representing an increase of 22.5%. This is the fourth highest increase in the nation, behind Tennessee (3,311), Louisiana (4,200), and California (9,973). Further, Oregon is estimated to have the highest incidence rate of homeless persons with chronic patterns of homelessness. The Report estimates that 44%

of the state's homeless population is chronically homeless, and that Oregon has the second highest absolute increase in homeless persons who have been chronically homeless (2,324) from 2020 to 2022, representing a 56.4% increase; and

WHEREAS, those who are homeless are deserving of respect and dignity. The causes of homelessness are complicated and multifaceted, and vary from one individual to another. Resorting to stereotypes of homeless persons is counter-productive and unhelpful; and

WHEREAS, the Report recognizes the distinction between sheltered homeless persons, who have access to indoor accommodations fit for human occupancy such as publicly managed homeless shelter buildings or even borrowing space in someone else's private residence, and unsheltered homeless persons, who do not have access to such indoor spaces; and

WHEREAS, homeless persons may have no access to shelter, whether that shelter is provided by private residences, non-profit or charitable organizations, public agencies, or others. The Federal District Court of the District of Oregon has found that a homeless person has no access to shelter when the available shelter when the person is currently under the influence of a substance such as drugs or alcohol, and the shelter space has rules prohibiting the admittance of persons currently under the influence of such substance, or the person has a record of criminal behavior, and the shelter space has rules prohibiting the admittance of persons with such record of criminal behavior; and

WHEREAS, when a homeless person has no access to shelter, he or she will still need to sleep and rest. Homeless persons may need to sleep or rest on property owned by the County by virtue of having nowhere else to go. Nevertheless, not all property owned

by the County is equal in terms of safety to the homeless persons or other citizens, and sleeping, resting, or camping in some locations presents unnecessary dangers to the homeless person or others; and

WHEREAS, sleeping, resting, or camping in public rights of way present notable danger to homeless persons and to those traveling along such rights of way. Such dangers include, but are not limited to, blocking or narrowing sightlines; narrowing or obstructing the use of rights of way for travel or emergencies, whether public or private; creating the risk of traffic collision due to traffic not being able to see or expect the presence of persons or obstructions in the right of way; or obstructing the passage of those with disabilities or limited mobility, impairing their ability to meet their daily needs; and

WHEREAS, Crook County is prone to wildfires, and the operation of open flames presents a danger of causing or spreading wildfire. This creates a significant danger to all Crook County visitors and residents and their property, including homeless persons; and

WHEREAS, the County has the responsibility to avoid creating public nuisances.

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

Section One: The above Recitals are adopted as the County Court's FINDINGS OF FACT.

Section Two: A new Chapter 8.36 is adopted into the Crook County Code, to read as depicted in the attached Exhibit A.

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

Section Four: The Crook County Counsel’s office is authorized to make any typo correction, spelling, formatting, pagination, or similar changes to the text of this Ordinance, but may make no substantive changes.

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

First Reading: \_\_\_\_\_, 2023.

Second Reading: \_\_\_\_\_, 2023.

DATED this \_\_\_\_\_ day of \_\_\_\_\_, 2023.

CROOK COUNTY COURT

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

\_\_\_\_\_  
Commissioner Jerry Brummer

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

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



## Exhibit A

### 8.36.005 Title

This Chapter is entitled the Community and Homeless Person Protection ordinance, and may be cited as such.

### 8.36.010 Definitions.

As used in this Chapter, the following words and phrases are defined as follows.

- (1) *Available shelter space*. Shelter space that has capacity and willingness to admit the homeless person for shelter, whether on a long-term or temporary basis. A shelter space is unavailable if:
  - a) The homeless person cannot access the shelter space because of the person's sex, age, disability, or familial status;
  - b) Accessing the shelter requires the person to submit themselves to religious teaching or doctrine which they themselves do not believe, provided, however, that the mere performance of religious observances to which participation is not a condition of admittance, or the availability of religious materials at the shelter, does not constitute requiring persons to submit themselves to religious teaching or doctrine;
  - c) The person cannot access the shelter space because the shelter has a durational limitation that the person has met or exceeded;
  - d) Subject to applicable law, the person is currently under the influence of a substance such as drugs or alcohol, whether legal or illegal, and the shelter space has rules prohibiting the admittance of persons currently under the influence of such substance; or
  - e) Subject to applicable law, the person has a record of criminal behavior, and the shelter space has rules prohibiting the admittance of persons with such record of criminal behavior.
- (2) *Camp or camping*. To pitch, use, or occupy camp materials or a camp for the purpose of occupancy, habitation, or sheltering for survival, and in such a way as will facilitate sleeping or storage of non-hazardous personal belongings, carrying on cooking activities, taking measure to keep protected from the elements including cold and heat, or any of these activities in combination with one another or in combination with either sleeping or making preparations to sleep. A "camp" is a location where people camp or are camping. The terms camp or camping do not apply to vehicles, automobiles, or recreational vehicles.
- (3) *Camp materials*. Tents, huts, awnings, lean-tos, chairs, tarps or tarpaulins, cots, beds, sleeping bags, blankets, food or food-storage items, or similar items that are to be used as living or sleeping accommodations, or to assist with living or sleeping activities used in a camp. The term camp materials does not apply to vehicles, automobiles, or recreational vehicles.
- (4) *Graywater*. Waste water from baths, sinks, and similar implements.

- (5) *Homeless person or homeless individual.* A person without access to shelter in a structure designed for human habitation. For the purpose of this Chapter 8.36, the terms person and individual have the same meaning, and the terms homeless person, houseless person, unhoused person, unsheltered person, person experiencing homelessness, or person experiencing houselessness, or similar variations, have the same meaning.
- (6) *Pedestrian.* Any individual traveling by means other than a vehicle. Pedestrian includes but is not limited to individuals walking; riding bicycles; skating; riding animals; operating a wheelchair or similar mobility aid, whether motorized or otherwise; hiking; or running.
- (7) *Public property.* Real property owned by Crook County or for which Crook County has a real property interest, not including structures, buildings, or interior spaces, regardless of whether such are suitable for occupancy, and for the purpose of this Chapter 8.36 not including spaces for camping at Crook County campgrounds. Public property includes, but is not limited to, rights of way, easements, real property licenses, leased property, property owned in fee simple, or property for which the County has a contingent interest.
- (8) *Shelter space.* An indoor structure designed for human habitation located within the territorial boundaries of Crook County, including the City of Prineville, which will allow the homeless person to sleep, lie, rest, or sit. Shelter space may include but are not limited to private residences, non-profit or charitable housing structures, hotels or other transient lodgings, and publicly owned structures specifically designated by the owner for use as a shelter for homeless persons.

#### 8.36.020 Applicability.

- (1) This Chapter 8.36 applies only to the public property owned by Crook County, and does not apply to the property owned by the United States, the State of Oregon, or any other city, county, special district, or public body.
- (2) This Chapter 8.36 does not apply to private property.

#### 8.36.030 Concurrent legal authority.

The provisions of this Chapter 8.36 are in addition to, and not in place of, all other existing legal authorities, rights, immunities, discretion, or privileges, at law or equity, as the County may implement. Without limiting the foregoing, the ability of the County to impose, defend against, or seek remedy for land use decisions, building or structural specialty code issues, trespass, damage to property, adverse possession, or public or private nuisance, are not limited by this Chapter 8.36.

#### 8.36.040 Camping prohibited on Public Property.

It is prohibited at all times for a person who has access to available shelter space to use public property to camp or for camping or for the purpose of occupancy, habitation, or sheltering in vehicles, automobiles, or recreational vehicles, provided that, the County Court or its designee may, in their discretion, designate certain public property or portions thereof as areas where camping or using vehicles for sheltering or sleeping may be allowed on a limited basis, and may set terms and conditions of any

camping or vehicle use that may be allowed. Any use of public property will follow all other legally required processes, including, where applicable, the County land use and/or structural specialty codes inspections.

#### 8.36.050 Enforcement; Discretion.

(1) The County Court or designee is authorized to modify or suspend enforcement of any section of this Chapter 8.36 in the event of a declared emergency, weather conditions, or for other good cause within the discretion of the County Court or designee, regardless of whether an emergency has been declared.

(2) The County Court may adopt administrative policies governing or guiding implementation of this Chapter 8.36, but not including contradiction of the provisions of this Chapter.

(3) Violations of this Chapter 8.36 are subject to enforcement action, which may include a citation seeking legal or equitable remedy.

(4) Citations issued under this Chapter 8.36 will conform to the requirements of Crook County Code Chapters 1.04, 1.08, and 1.12, as applicable, including but not limited to Section 1.12.060 Enforcement Philosophy, and Section 1.04.010 General Penalties.

#### 8.36.060 Restrictions regarding Time, Place, and Manner.

(1) Time restrictions. Camping is not allowed in violation of the following restrictions.

(a) Unless otherwise specified, any camping or camp, where allowed, may only occur for 24-hours at a time in any one location. After a camp has been in place for 24 hours or more, the homeless person camping on public property must move at least five hundred feet to a new location.

(b) The County Court may adopt a policy addressing the removing of camps of homeless persons in accordance with applicable law.

(2) Place restrictions. In addition to the provisions of this Chapter 8.36, camping is not allowed at any time in any of the following places:

(a) Within public property consisting of roads, easements, rights of way, or real property licenses granting access to, across, or egress from other property.

(b) Any public property, if the camping, camp, camp materials, or homeless person, or personal possessions of the homeless person, creates a physical impediment to traffic, whether public or private, or whether by vehicles or pedestrians. This includes but is not limited to driveways, entrances or exits to buildings or property, sidewalks, bicycle lanes, roundabouts, road intersections, nature trails, roads, streets, or rights of way.

(c) Any specific location, reasonably identifiable to a person of ordinary intelligence and ability, and posted in a reasonable conspicuous manner, as the County Court or designee may establish.

(3) Manner restrictions. Camping by homeless persons, where allowed, is subject to all of the following:

(a) Homeless persons, the personal possessions of homeless persons, camps, camping, or camp materials, may not obstruct accessibility or passage, fire hydrants or any other public infrastructure, clear vision, or otherwise interfere with the right-of-way for vehicle, pedestrian, or other traffic.

(b) A homeless person, personal possessions of a homeless person, camp, or camping material cannot constitute or create a public nuisance, whether by the accumulation of rubbish, garbage, refuse, or hazardous materials; the improper disposal of solid waste; the improper disposal of graywater; the improper disposal of human or animal waste; possession of stolen items, illegal drugs or substances; the conduct of illegal activities; the accumulation of items of no apparent utility, or for any other reason.

(c) A homeless person may not connect to taps, electricity, or other utilities, without prior written permission from the owner of the public property, or in any manner that violates building, fire, electricity, plumbing, or similar code or standards.

(d) A homeless person may not build or erect structures, whether by using wood, pallets, cinder blocks, or other materials. Items such as tents used for shelter that are readily portable are not prohibited by this subsection (3)(d).

(e) Digging, excavation, terracing of soil, alteration of ground or infrastructure, or damage to vegetation or trees is prohibited.

(f) All animals must be leashed or crated at all times.

#### 8.36.070 Camping in vehicles.

Homeless individuals may use vehicles for shelter or sleeping on public property under the following circumstances.

(1) The vehicle does not violate the time, place, or manner restrictions of Section 8.36.060, or violate any other provision of this Chapter 8.36.

(2) Storage of material outside of vehicles is prohibited, other than incidental activities such as short-term loading and unloading.

(3) Vehicles must be operational, and capable of being started and driven away under its own power, or ready to be towed if designed to be towed, and may not be discarded or left inoperable on public property.

#### 8.36.080 Use of Fire.

(1) A homeless individual may not light fires or operate open flames on public property.

(2) Notwithstanding subsection (1) of this section, a person cited for an alleged violation of subsection (1) may claim as an affirmative defense that he or she acted in exigent circumstances due to extreme cold weather and lighting a fire was necessary to prevent death or serious bodily injury. The fire or open flame must be limited in size and scope to the minimum necessary to prevent death or serious bodily injury.

#### 8.36.090 Notice to vacate public property; Appeals.

(1) The County may issue a notice to vacate public property. If the individual remains on the subject public property, or if the individual leaves and then returns during the period described in subsection (2) below, the individual may be cited in violation of this section.

(2) The notice to vacate public property will contain the following:

- (a) The date the notice is issued;
  - (b) The name of the individual(s) to whom the notice is issued, if known.
  - (c) The mailing address, email address, or other contact information for the individual(s), if known.
  - (d) A statement that the individual(s) are no longer allowed on the public property. If this disallowance is limited to any degree, the notice will specify for what purposes the individual(s) may remain or re-enter upon the public property.
  - (e) A duration for which the individual(s) are disallowed on the specified public property. Unless otherwise stated, the duration for such disallowance is sixty (60) days from the date the notice is issued.
  - (f) A statement that remaining upon or reentering the public property during the period of disallowance, except for any reasons specified under subsection (2)(d), if any, will result in citation and other legal consequences.
- (3) Any person served with such a notice under this section may appeal to the Circuit Court of Crook County by filing a writ of review. The writ must be filed within seven (7) days of the date the notice was issued and served upon the individual. During the pendency of the appeal to the circuit court, the operation of the notice to vacate is stayed.

#### 8.36.100 Challenge to the reasonableness of this Chapter.

(1) In accordance with ORS 195.530, a homeless person may bring suit for injunctive or declaratory relief to challenge the objective reasonableness of this Chapter 8.36. The action must be brought in the circuit court of Crook County.

(2) Reasonableness shall be determined based on the totality of the circumstances, including, but not limited to:

- (a) the impact of the law on homeless persons;
- (b) dangers posed by camping on public property to public health and safety;
- (c) the need for the free passage of traffic, whether of vehicles or pedestrians, and in particular, restrictions on passage as may be suffered by those with disabilities or mobility problems caused by camping of homeless persons on public property;
- (d) the availability of shelter space;
- (e) costs endured by public entities in cleaning up any camps by homeless persons, including but not limited to costs incurred in storage personal possessions of homeless persons; environmental remediation costs as may be necessary to address hazardous waste; the costs of employment and overtime for personnel deployed to clean up camps;
- (f) the findings of fact adopted in Ordinance No. 341; and
- (g) any public testimony provided in the public hearings preceding the adoption of Ordinance No. 341.

(3) In any suit brought pursuant to subsection (1) of this section, the court, in its discretion, may award reasonable attorney fees to a prevailing plaintiff if the plaintiff:

- (a) Was not seeking to vindicate an interest unique to the plaintiff; and

(b) At least 90 days before the action was filed, provided written notice to the Crook County Court of an intent to bring the action and the notice provided the Crook County Court with actual notice of the basis upon which the plaintiff intends to challenge the law. Such written and actual notice must be provided to the County Administration Office during regular working hours.

(4) Nothing in this section creates a private right of action for monetary damages for any person.

#### 8.36.110 Trespass on Private Property

Notwithstanding anything in the foregoing, this Ordinance No. 341 does not limit the ability of owners of private property to seek legal or equitable remedies for trespass, or the creation of nuisances.



## Agenda Item Request

**Date:**

*May 31, 2023*

**Meeting date desired:**

*June 7, 2023 – Court Session – Discussion Item*

**Subject:**

*Public Budget Hearing – Order 2023-27 to Adopting Crook County fiscal year 2023-2024 budget*

**Background and policy implications:**

*County Court adoption of Crook County budget for fiscal year 2023-2024, beginning July 1, 2023, making appropriations, and imposing and categorizing ad valorem taxes.*

**Budget/fiscal impacts:**

*Will not have spending authority on July 1 unless budget is adopted*

**Requested by:**

*Jamie Berger*

*541-416-3807*

[\*jamie.berger@co.crook.or.us\*](mailto:jamie.berger@co.crook.or.us)

**Presenters:**

*Andy Parks*

*Budget Officer*

*Christina Haron, CPA*

*Acting Finance Director*

*Jamie Berger*

*Budget Analyst*

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

*NA*

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

*NA*

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

**IN THE MATTER OF**

**ORDER # 2023-27**

Adopting the Crook County fiscal year 2023-2024 budget, beginning July 1, 2023, making appropriations, and imposing and categorizing ad valorem taxes.

**BE IT SO ORDERED** that the Crook County Court hereby adopts the budget for Crook County for the fiscal year beginning July 1, 2023 in the total amount of \$154,606,000, including \$127,301,000 in appropriations and \$27,305,000 in reserved funds, and makes the following appropriations:

<b>Fund</b>	<b>Approved Budget</b>	<b>Adjustments</b>	<b>Adopted Budget</b>
<b>General Fund</b>			
Assessor's Office	\$ 1,198,000	-	\$ 1,198,000
County Clerk	636,000	-	636,000
County Court	1,114,000	-	1,114,000
District Attorney	2,511,000	-	2,511,000
Finance	1,746,000	-	1,746,000
Human Resources	738,000	-	738,000
IT/GIS	2,231,000	-	2,231,000
Juvenile	1,158,000	-	1,158,000
Legal Counsel	571,000	-	571,000
Natural Resources	61,000	-	61,000
Non-Departmental	309,000	-	309,000
Special Payments	922,000	-	922,000
Transfers	1,061,000	-	1,061,000
Contingency	4,848,000	-	4,848,000
<b>Total</b>	<b>\$ 19,104,000</b>	<b>-</b>	<b>\$ 19,104,000</b>
<b>Road Fund</b>			
Road Operations	\$ 5,503,000	-	\$ 5,503,000
Transfers	150,000	-	150,000
Contingency	1,000,000	-	1,000,000
<b>Total</b>	<b>\$ 6,653,000</b>	<b>-</b>	<b>\$ 6,653,000</b>



<b>Fund</b>	<b>Approved Budget</b>	<b>Adjustments</b>	<b>Adopted Budget</b>
<b>Sheriff's Office Fund</b>			
Sheriff's Office	\$ 6,126,000	-	\$ 6,126,000
Jail	5,751,000	-	5,751,000
Emergency & Special Services	461,000	-	461,000
Parole & Probation	2,171,000	-	2,171,000
Contingency	2,232,000	-	2,232,000
<b>Total</b>	<b>\$ 16,741,000</b>	<b>-</b>	<b>\$ 16,741,000</b>
<b>Community Development Fund</b>			
Building	\$ 3,138,000	-	\$ 3,138,000
Code Enforcement	149,000	-	149,000
Electrical	532,000	-	532,000
On-Site	353,000	-	353,000
Planning	938,000	-	938,000
Contingency	750,000	-	750,000
<b>Total</b>	<b>\$ 5,860,000</b>	<b>-</b>	<b>\$ 5,860,000</b>
<b>Health and Human Services Fund</b>			
Public Health	\$ 4,178,000	-	\$ 4,178,000
Environmental Health	141,000	-	141,000
Mental Health	4,457,000	-	4,457,000
Transfers	11,000	-	11,000
Contingency	3,086,000	-	3,086,000
<b>Total</b>	<b>\$ 11,873,000</b>	<b>-</b>	<b>\$ 11,873,000</b>
<b>Library Fund</b>			
Library Operations	\$ 1,642,000	-	\$ 1,642,000
Contingency	804,000	-	804,000
<b>Total</b>	<b>\$ 2,446,000</b>	<b>-</b>	<b>\$ 2,446,000</b>
<b>Veterans Services Fund</b>			
Veterans Services Operations	\$ 280,000	-	\$ 280,000
Contingency	98,000	-	98,000
<b>Total</b>	<b>\$ 378,000</b>	<b>-</b>	<b>\$ 378,000</b>
<b>Special Transportation Fund</b>			
Materials & Services	\$ 800,000	-	\$ 800,000
Contingency	400,000	-	400,000
<b>Total</b>	<b>\$ 1,200,000</b>	<b>-</b>	<b>\$ 1,200,000</b>
<b>Clerk Special Revenue Fund</b>			
Notary	\$ 26,000	-	\$ 26,000
Recording	115,000	-	115,000
Archive	77,000	-	77,000
Contingency	35,000	-	35,000
<b>Total</b>	<b>\$ 253,000</b>	<b>-</b>	<b>\$ 253,000</b>

<b>Fund</b>	<b>Approved Budget</b>	<b>Adjustments</b>	<b>Adopted Budget</b>
<b>Video Lottery Fund</b>			
Materials & Services	\$ 102,000	-	\$ 102,000
Transfers	453,000	-	453,000
Contingency	136,000	-	136,000
<b>Total</b>	<b>\$ 691,000</b>	<b>-</b>	<b>\$ 691,000</b>
<b>Risk Management Fund</b>			
Materials & Services	\$ 152,000	-	\$ 152,000
Contingency	50,000	-	50,000
<b>Total</b>	<b>\$ 202,000</b>	<b>-</b>	<b>\$ 202,000</b>
<b>Surveyor Fund</b>			
Materials & Services	\$ 116,000	-	\$ 116,000
Contingency	135,000	-	135,000
<b>Total</b>	<b>\$ 251,000</b>	<b>-</b>	<b>\$ 251,000</b>
<b>Taylor Grazing Fund</b>			
Materials & Services	\$ 37,000	-	\$ 37,000
<b>Total</b>	<b>\$ 37,000</b>	<b>-</b>	<b>\$ 37,000</b>
<b>Tourism Fund</b>			
Materials & Services	\$ 5,000	-	\$ 5,000
Contingency	116,000	-	116,000
<b>Total</b>	<b>\$ 121,000</b>	<b>-</b>	<b>\$ 121,000</b>
<b>Community College Education Center Fund</b>			
Special Payment	\$ 75,000	-	\$ 75,000
Contingency	162,000	-	162,000
<b>Total</b>	<b>\$ 237,000</b>	<b>-</b>	<b>\$ 237,000</b>
<b>Crook County School Fund</b>			
Special Payment	\$ 470,000	-	\$ 470,000
<b>Total</b>	<b>\$ 470,000</b>	<b>-</b>	<b>\$ 470,000</b>
<b>Title III Fund</b>			
Materials & Services	\$ 705,000	-	\$ 705,000
<b>Total</b>	<b>\$ 705,000</b>	<b>-</b>	<b>\$ 705,000</b>
<b>Capital Asset Reserve Fund</b>			
Contingency	\$ 8,804,000	-	\$ 8,804,000
<b>Total</b>	<b>\$ 8,804,000</b>	<b>-</b>	<b>\$ 8,804,000</b>

Fund	Approved Budget	Adjustments	Adopted Budget
<b>Capital Projects Fund*</b>			
Personnel	\$ 160,000	-	\$ 160,000
Materials & Services	529,000	-	529,000
Comm Dev Building	1,000,000	-	1,000,000
Courthouse	1,700,000	-	1,700,000
Juniper Canyon Access	150,000	-	150,000
Justice Center	28,300,000	-	28,300,000
Contingency	6,259,000	-	6,259,000
Total	<u>\$ 38,098,000</u>	-	<u>\$ 38,098,000</u>
<i>*Renamed as of July 1, 2023, formerly Justice Center/Courthouse Capital Project Fund</i>			
<b>Debt Service Fund</b>			
Debt Service	\$ 596,000	-	\$ 596,000
Total	<u>\$ 596,000</u>	-	<u>\$ 596,000</u>
<b>Fairgrounds Fund</b>			
Fairgrounds Operations	\$ 2,786,000	-	\$ 2,786,000
Contingency	310,000	-	310,000
Total	<u>\$ 3,096,000</u>	-	<u>\$ 3,096,000</u>
<b>Landfill Fund</b>			
Landfill Operations	\$ 2,425,000	-	\$ 2,425,000
Contingency	360,000	-	360,000
Total	<u>\$ 2,785,000</u>	-	<u>\$ 2,785,000</u>
<b>Weed Control Fund</b>			
Weed Control Operations	\$ 302,000	-	\$ 302,000
Contingency	120,000	-	120,000
Total	<u>\$ 422,000</u>	-	<u>\$ 422,000</u>
<b>Airport Fund</b>			
Airport Operations	\$ 1,884,000	-	\$ 1,884,000
Debt Service	413,000	-	413,000
Contingency	830,000	-	830,000
Total	<u>\$ 3,127,000</u>	-	<u>\$ 3,127,000</u>
<b>Facilities Internal Service Fund</b>			
Facilities Operations	\$ 2,030,000	-	\$ 2,030,000
Debt Service	185,000	-	185,000
Contingency	936,000	-	936,000
Total	<u>\$ 3,151,000</u>	-	<u>\$ 3,151,000</u>
<b>Mental Health Fund*</b>			
Total	<u>\$ -</u>	-	<u>\$ -</u>

*\*Fund closed as of June 30, 2023*

<b>Fund</b>	<b>Approved Budget</b>	<b>Adjustments</b>	<b>Adopted Budget</b>
Crooked River Watershed Fund*			
Total	\$ -	-	\$ -
<i>*Fund closed as of June 30, 2023</i>			
<b>Total Appropriations for all funds</b>	<b>\$ 127,301,000</b>	<b>-</b>	<b>\$ 127,301,000</b>
Reserved for Future Expenditure			
Road Fund	\$ 13,413,000	-	\$ 13,413,000
Community Development Fund	8,998,000	-	8,998,000
Landfill Fund	4,894,000	-	4,894,000
Total Reserved for Future Expenditure	\$ 27,305,000	-	\$ 27,305,000
<b>Total Requirements</b>	<b>\$ 154,606,000</b>	<b>-</b>	<b>\$ 154,606,000</b>

**Imposing Ad Valorem Property Taxes**

BE IT SO ORDERED that the Crook County Court hereby imposes the taxes provided for in the adopted budget at the rate of \$3.8702 per \$1,000 of assessed value for the County's permanent rate tax; and in the amount of \$632,000 for debt service on general obligation bonds.

**Categorizing the Taxes**

The taxes imposed are hereby categorized for the purposes of Article XI section 11b as follows for fiscal year 2023-2024:

Subject to the General Government Limitation	Excluded from Limitation
Permanent Rate Tax ..... \$3.8702 / \$1,000	General Obligation Bond Debt Service .. \$632,000

The above Order is hereby approved on this 7<sup>th</sup> day of June 2023.

CROOK COUNTY COURT:

\_\_\_\_\_  
 SETH CRAWFORD, County Judge

\_\_\_\_\_  
 JERRY BRUMMER, County Commissioner

\_\_\_\_\_  
 BRIAN BARNEY, County Commissioner

A public meeting of the Crook County Court will be held on June 7, 2023 at 9:00 a.m. at the Crook County Courthouse Annex, 320 NE Court Street, Prineville, Oregon. The purpose of this meeting is to discuss the budget for the fiscal year beginning July 1, 2023 as approved by the Crook County Budget Committee. A summary of the budget is presented below. A copy of the budget may be inspected or obtained at Crook County Finance Department, 200 NE 2nd Street, Prineville, Oregon, between the hours of 8 a.m. and 4:30 p.m. or online at co.crook.or.us. This budget is for an annual budget period. This budget was prepared on a basis of accounting that is the same as the preceding year.

Contact: Christina Haron

Telephone: 541-447-6554

Email: christina.haron@crookcountyor.gov

FINANCIAL SUMMARY - RESOURCES			
TOTAL OF ALL FUNDS	Actual Amount 2021-22	Adopted Budget This Year 2022-23	Approved Budget Next Year 2023-24
Beginning Fund Balance/Net Working Capital	50,400,431	97,697,100	85,968,000
Fees, Licenses, Permits, Fines, Assessments & Other Service Charges	13,416,427	9,216,900	8,872,000
Federal, State & all Other Grants, Gifts, Allocations & Donations	17,072,928	44,590,700	33,432,000
Revenue from Bonds and Other Debt	42,545,291	0	0
Interfund Transfers / Internal Service Reimbursements	7,094,872	8,040,700	8,869,000
All Other Resources Except Current Year Property Taxes	4,706,218	6,718,800	6,076,000
Current Year Property Taxes Estimated to be Received	10,267,583	10,833,000	11,389,000
<b>Total Resources</b>	<b>145,503,749</b>	<b>177,097,200</b>	<b>154,606,000</b>

FINANCIAL SUMMARY - REQUIREMENTS BY OBJECT CLASSIFICATION			
Personnel Services	20,597,916	23,841,500	28,182,000
Materials and Services	16,214,677	20,920,889	22,320,000
Capital Outlay	3,124,003	58,296,300	34,011,000
Debt Service	1,128,109	1,669,400	1,194,000
Interfund Transfers	6,956,933	7,872,611	8,656,000
Contingencies	0	35,793,300	31,471,000
Special Payments	1,125,559	1,896,100	1,467,000
Unappropriated Ending Balance and Reserved for Future Expenditure	0	26,807,100	27,305,000
<b>Total Requirements</b>	<b>49,147,196</b>	<b>177,097,200</b>	<b>154,606,000</b>

FINANCIAL SUMMARY - REQUIREMENTS AND FULL-TIME EQUIVALENT EMPLOYEES (FTE) BY ORGANIZATIONAL UNIT OR PROGRAM *			
Name of Organizational Unit or Program FTE for that unit or program			
Assessor's Office	1,122,558	1,131,800	1,198,000
FTE	8.00	8.00	8.00
County Clerk	466,482	582,500	636,000
FTE	3.60	3.92	3.97
County Court	730,310	741,700	1,114,000
FTE	3.00	3.00	4.00
District Attorney (includes Victims Assistance)	1,634,253	2,091,700	2,511,000
FTE	13.75	14.75	16.65
Finance	1,047,508	1,187,600	1,746,000
FTE	7.40	6.60	7.10
Human Resources	433,220	761,600	738,000
FTE	3.00	2.75	3.00
IT (includes GIS starting FY24)	835,106	1,094,800	2,231,000
FTE	4.00	4.00	8.00
GIS	184,578	248,800	0
FTE	2.00	2.00	0.00
Juvenile	911,828	1,125,100	1,158,000
FTE	9.25	8.70	8.14
Legal Counsel	466,193	508,500	571,000
FTE	3.00	3.00	3.00
Natural Resources	56,165	55,800	61,000
FTE	0.50	0.50	0.50
Non-Departmental	336,882	225,000	309,000
FTE	0.00	0.00	1.00
Road	4,606,201	10,131,600	5,503,000
FTE	19.80	20.00	20.00
Sheriff's Office	9,823,463	13,255,500	14,509,000
FTE	65.00	68.90	72.35
Community Development	3,419,020	4,646,800	5,110,000
FTE	30.85	31.65	32.95
Health and Human Services	2,700,915	3,711,300	8,776,000
FTE	30.95	26.80	28.98
Library (includes Law Library starting FY24)	1,312,803	1,445,500	1,642,000
FTE	9.72	9.72	
Law Library	24,719	28,600	0
FTE	0.04	0.04	0.00
Veterans	214,387	328,700	280,000

FTE	3.00	2.50	2.00
Special Transportation	156,797	402,000	800,000
FTE	0.00	0.00	0.00
Clerk Special Revenue	28,469	278,900	218,000
FTE	0.00	0.18	0.18
Video Lottery	50,500	150,000	102,000
FTE	0.00	0.00	0.00
Risk Management	0	0	152,000
FTE	0.00	0.00	0.00
Surveyor	108,057	106,700	116,000
FTE	0.00	0.00	0.00
Taylor Grazing	6,385	45,000	37,000
FTE	0.00	0.00	0.00
Tourism	5,000	25,000	5,000
FTE	0.00	0.00	0.00
CC Education Center	0	129,000	0
FTE	0.00	0.00	0.00
Crook County School	0	0	0
FTE	0.00	0.00	0.00
Title III	77,250	655,000	705,000
FTE	0.00	0.00	0.00
Capital Asset Reserve	0	2,500,000	0
FTE	0.00	0.00	0.00
Capital Projects	0	0	31,839,000
FTE	0.00	0.00	1.00
Justice Center Capital Project	4,052,931	47,115,000	0
FTE	0.00	1.00	0.00
Fairgrounds	1,057,430	3,376,100	2,786,000
FTE	4.70	4.70	5.35
Landfill	2,253,999	2,375,600	2,425,000
FTE	10.00	10.00	10.00
Weed Control	229,713	247,500	302,000
FTE	1.00	1.00	1.33
Airport Capital Projects and Operations	476,891	973,300	1,884,000
FTE	0.00	0.00	0.00
Facilities	1,656,853	2,018,400	2,030,000
FTE	5.50	5.50	5.00
Belknap Museum Capital Project	30,068	790,000	0
FTE	0.00	0.20	0.00
Mental Health	3,984,708	4,070,000	0
FTE	0.00	0.00	0.00
Crooked River Watershed	105,558	104,300	0
FTE	1.00	1.00	0.00
Not Allocated to Organizational Unit or Program	4,539,997	68,432,500	63,112,000
FTE	0.00	0.00	0.00
<b>Total Requirements</b>	<b>49,147,196</b>	<b>177,097,200</b>	<b>154,606,000</b>
<b>Total FTE</b>	<b>239.05</b>	<b>240.40</b>	<b>253.06</b>

**STATEMENT OF CHANGES IN ACTIVITIES and SOURCES OF FINANCING \***

No changes in activities or sources of financing are planned for the 2023-2024 budget year.

**PROPERTY TAX LEVIES**

	Rate or Amount Imposed 2021-22	Rate or Amount Imposed This Year 2022-23	Rate or Amount Approved Next Year 2023-24
Permanent Rate Levy (rate limit \$3.8702 per \$1,000)	3.8702	3.8702	3.8702
Local Option Levy			
Levy For General Obligation Bonds	578,300	571,000	632,000

**STATEMENT OF INDEBTEDNESS**

LONG TERM DEBT	Estimated Debt Outstanding on July 1.	Estimated Debt Authorized, But Not Incurred on July 1
General Obligation Bonds	\$43,258,310	
Other Bonds	\$9,010,000	
Other Borrowings	\$0	
<b>Total</b>	<b>\$52,268,310</b>	

\* If more space is needed to complete any section of this form, insert lines (rows) on this sheet. You may delete blank lines.



## Agenda Item Request

**Date:**

*May 31, 2023*

**Meeting date desired:**

*June 7, 2023 – Court Session – Discussion Item*

**Subject:**

*Public Budget Hearing – Order 2023-28 to Adopting Crook County Road Agency fiscal year 2023-2024 budget*

**Background and policy implications:**

*County Court adoption of Crook County Road Agency budget for fiscal year 2023-2024, beginning July 1, 2023, making appropriations.*

**Budget/fiscal impacts:**

*Will not have spending authority on July 1 unless budget is adopted*

**Requested by:**

*Jamie Berger*

*541-416-3807*

[\*jamie.berger@co.crook.or.us\*](mailto:jamie.berger@co.crook.or.us)

**Presenters:**

*Andy Parks*

*Budget Officer*

*Christina Haron, CPA*

*Acting Finance Director*

*Jamie Berger*

*Budget Analyst*

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

*NA*

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

*NA*

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## M E M O R A N D U M

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**To:** Crook County Court

**From:** Christina Haron, Acting Finance Director

**Date:** June 7, 2023

**Re:** Crook County Road Agency Budget for Fiscal Year 2023-2024

The Budget Committee approved a budget with total requirements of \$1,635,000. After Budget Committee approval on May 17, 2023 I received the quote for liability insurance required by the Intergovernmental Agreement for this Agency. Because appropriation to pay for insurance was not part of the proposed or approved budget, a slight change to the approved budget is necessary. These adjustments are included in the attached court order. Details of the adjustments are as follows:

**Resources**

- Miscellaneous revenue – Interest earnings                      \$2,000

**Requirements**

- Materials and services – liability insurance                      \$2,000

Interest earnings were not included in resources for the proposed budget, however due to the amount budgeted in contingency, it is reasonable to earn interest on those funds. Interest earnings can cover the cost of the liability insurance so that the maximum amount of received Secure Rural Schools (SRS) dollars can be passed-through to the Crook County Road Department as planned. The net result of the above changes is an increase to the Crook County Road Agency budget of \$2,000.

**Recommendation**

With the above adjustments, which are within statutory authority, i.e., 10% within any fund, I believe the budget approved by the Budget Committee may be adopted, with changes the Court may wish to make. Any desired changes by the County Court are limited to 10% within a given fund.

Attachments:  
Court Order 2023-28



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

**IN THE MATTER OF**

**ORDER # 2023-28**

Adopting the Crook County Road Agency Fiscal Year 2023-2024 budget, beginning July 1, 2023, and making appropriations.

**WHEREAS**, The budget was approved by the Budget Committee in the total amount of \$1,635,000.

**WHEREAS**, In accordance with ORS 294.456(1)(c)(A), the Crook County Court can increase the amount of estimated expenditures up to 10% for each fund in an annual budget, and a change of \$2,000 is required for insurance, offset by interest earnings.

**BE IT SO ORDERED** that the Crook County Court hereby adopts the budget for the fiscal year beginning July 1, 2023 in the total amount of \$1,637,000, making the following appropriations:

<b>Crook County Road Agency Fund</b>	<b>Approved Budget</b>	<b>Adjustments</b>	<b>Adopted Budget</b>
Materials and Services	\$ 0	2,000	\$ 2,000
Special Payment	885,000		885,000
Contingency	750,000		750,000
Total Requirements	\$1,635,000	2,000	\$1,637,000
Total Appropriations	\$1,635,000	2,000	\$1,637,000
Total Reserved	-	-	-
Total Requirements	\$1,635,000	2,000	\$1,637,000

The above Order is hereby approved on this 7<sup>th</sup> day of June 2023.

CROOK COUNTY COURT:

\_\_\_\_\_  
SETH CRAWFORD, County Judge

\_\_\_\_\_  
JERRY BRUMMER, County Commissioner

\_\_\_\_\_  
BRIAN BARNEY, County Commissioner

**FORM OR-LB-1**

**NOTICE OF BUDGET HEARING**

A public meeting of the Crook County Court will be held on June 7, 2023 at 9:00 a.m. at the Crook County Courthouse Annex, 320 NE Court Street, Prineville, Oregon. The purpose of this meeting is to discuss the budget for the Crook County Road Agency fiscal year beginning July 1, 2023 as approved by the Budget Committee. A summary of the budget is presented below. A copy of the budget may be inspected or obtained at Crook County Finance Department, 200 NE 2nd Street, Prineville, Oregon, between the hours of 8 a.m. and 4:30 p.m. or online at co.crook.or.us. This budget is for an annual budget period. This budget was prepared on a modified accrual basis of accounting.

Contact: Christina Haron

Telephone: 541-447-6554

Email: christina.haron@crookcountyor.gov

<b>FINANCIAL SUMMARY - RESOURCES</b>			
<b>TOTAL OF ALL FUNDS</b>	<b>Actual Amount 2021-22</b>	<b>Adopted Budget This Year 2022-23</b>	<b>Approved Budget Next Year 2023-24</b>
Beginning Fund Balance/Net Working Capital	0	0	885,000
Fees, Licenses, Permits, Fines, Assessments & Other Service Charges	0	0	0
Federal, State & all Other Grants, Gifts, Allocations & Donations	0	0	750,000
Revenue from Bonds and Other Debt	0	0	0
Interfund Transfers / Internal Service Reimbursements	0	0	0
All Other Resources Except Current Year Property Taxes	0	0	0
Current Year Property Taxes Estimated to be Received	0	0	0
<b>Total Resources</b>	<b>0</b>	<b>0</b>	<b>1,635,000</b>

<b>FINANCIAL SUMMARY - REQUIREMENTS BY OBJECT CLASSIFICATION</b>			
Personnel Services	0	0	0
Materials and Services	0	0	0
Capital Outlay	0	0	0
Debt Service	0	0	0
Interfund Transfers	0	0	0
Contingencies	0	0	750,000
Special Payments	0	0	885,000
Unappropriated Ending Balance and Reserved for Future Expenditure	0	0	0
<b>Total Requirements</b>	<b>0</b>	<b>0</b>	<b>1,635,000</b>

<b>FINANCIAL SUMMARY - REQUIREMENTS AND FULL-TIME EQUIVALENT EMPLOYEES (FTE) BY ORGANIZATIONAL UNIT OR PROGRAM *</b>			
<b>Name of Organizational Unit or Program FTE for that unit or program</b>			
Crook County Road Agency	0	0	0
FTE	0	0	0
Not Allocated to Organizational Unit or Program	0	0	1,635,000
FTE	0	0	0
<b>Total Requirements</b>	<b>0</b>	<b>0</b>	<b>1,635,000</b>
<b>Total FTE</b>	<b>0.0</b>	<b>0.0</b>	<b>0.0</b>

**STATEMENT OF CHANGES IN ACTIVITIES and SOURCES OF FINANCING \***

This Road Agency was created in fiscal year 2023, and the fiscal year 2023-24 records the first financial activity of this new entity.

<b>PROPERTY TAX LEVIES</b>			
	<b>Rate or Amount Imposed 2021-22</b>	<b>Rate or Amount Imposed This Year 2022-23</b>	<b>Rate or Amount Approved Next Year 2023-24</b>
Permanent Rate Levy (rate limit _____ per \$1,000)			
Local Option Levy			
Levy For General Obligation Bonds			

<b>STATEMENT OF INDEBTEDNESS</b>		
<b>LONG TERM DEBT</b>	<b>Estimated Debt Outstanding on July 1.</b>	<b>Estimated Debt Authorized, But Not Incurred on July 1</b>
General Obligation Bonds		
Other Bonds		
Other Borrowings		
<b>Total</b>		

\* If more space is needed to complete any section of this form, insert lines (rows) on this sheet. You may delete blank lines.



## Agenda Item Request

**Date:**

*May 31, 2023*

**Meeting date desired:**

*June 7, 2023 – Court Session – Discussion Item*

**Subject:**

*Public Budget Hearing – Order 2023-29 to Adopting Crook County Historical Fund fiscal year 2023-2024 budget for Bowman Museum*

**Background and policy implications:**

*County Court adoption of Crook County Historical Fund budget for fiscal year 2023-2024, beginning July 1, 2023, making appropriations, and imposing and categorizing ad valorem taxes.*

**Budget/fiscal impacts:**

*Will not have spending authority on July 1 unless budget is adopted*

**Requested by:**

*Jamie Berger*

*541-416-3807*

[\*jamie.berger@co.crook.or.us\*](mailto:jamie.berger@co.crook.or.us)

**Presenters:**

*Andy Parks*

*Budget Officer*

*Christina Haron, CPA*

*Acting Finance Director*

*Jamie Berger*

*Budget Analyst*

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

*NA*

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

*NA*

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

**IN THE MATTER OF**

**ORDER # 2023-29**

Adopting the Crook County Historical Museum Fund fiscal year 2023-2024 budget, beginning July 1, 2023, making appropriations, and imposing and categorizing ad valorem taxes.

**BE IT SO ORDERED** that the Crook County Court hereby adopts the budget for the Crook County Historical Fund for the fiscal year beginning July 1, 2023 in the total amount of \$644,000, making the following appropriations:

<b>Fund</b>	<b>Approved Budget</b>	<b>Adjustments</b>	<b>Adopted Budget</b>
Museum Operating Fund			
Museum Operations	\$ 515,000	-	\$ 515,000
Contingency	129,000	-	129,000
Total Requirements	<u>\$ 644,000</u>	-	<u>\$ 644,000</u>
Historical Building Reserve Fund*			
Total Requirements	<u>\$ -</u>	-	<u>\$ -</u>
<i>*Fund closed as of June 30, 2023</i>			
Total Appropriations	\$ 644,000	-	\$ 644,000
Total Reserved	-	-	-
Total Requirements	<u>\$ 644,000</u>	-	<u>\$ 644,000</u>

**Imposing Ad Valorem Property Taxes**

BE IT SO ORDERED that the Crook County Court hereby imposes the taxes provided for in the adopted budget at the rate of \$0.0600 per \$1,000 of assessed value for the Crook County Historical Fund/Bowman Museum local option levy rate tax.

**Categorizing the Taxes**

The taxes imposed are hereby categorized for the purposes of Article XI section 11b as follows for fiscal year 2023-2024:

Subject to the General Government Limitation	Excluded from Limitation
Local Option Rate Tax ... ..\$0.0600 / \$1,000	N/A

The above Order is hereby approved on this 7<sup>th</sup> day of June 2023.

CROOK COUNTY COURT:

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SETH CRAWFORD, County Judge

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JERRY BRUMMER, County Commissioner

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BRIAN BARNEY, County Commissioner

**FORM OR-LB-1**

**NOTICE OF BUDGET HEARING**

A public meeting of the Crook County Court will be held on June 7, 2023 at 9:00 a.m. at the Crook County Courthouse Annex, 320 NE Court Street, Prineville, Oregon. The purpose of this meeting is to discuss the budget for the Crook County Historical Fund fiscal year beginning July 1, 2023 as approved by the Crook County Historical Fund Budget Committee. A summary of the budget is presented below. A copy of the budget may be inspected or obtained at Crook County Finance Department, 200 NE 2nd Street, Prineville, Oregon, between the hours of 8 a.m. and 4:30 p.m. or online at co.crook.or.us. This budget is for an annual budget period. This budget was prepared on a basis of accounting that is the same as the preceding year.

Contact: Christina Haron

Telephone: 541-447-6554

Email: christina.haron@crookcountyor.gov

<b>FINANCIAL SUMMARY - RESOURCES</b>			
<b>TOTAL OF ALL FUNDS</b>	<b>Actual Amount 2021-22</b>	<b>Adopted Budget This Year 2022-23</b>	<b>Approved Budget Next Year 2023-24</b>
Beginning Fund Balance/Net Working Capital	213,478	206,000	190,000
Fees, Licenses, Permits, Fines, Assessments & Other Service Charges	0	0	0
Federal, State & all Other Grants, Gifts, Allocations & Donations	25,000	0	0
Revenue from Bonds and Other Debt	0	0	0
Interfund Transfers / Internal Service Reimbursements	0	0	0
All Other Resources Except Current Year Property Taxes	131,325	95,000	94,000
Current Year Property Taxes Estimated to be Received	291,476	323,000	360,000
<b>Total Resources</b>	<b>661,279</b>	<b>624,000</b>	<b>644,000</b>

<b>FINANCIAL SUMMARY - REQUIREMENTS BY OBJECT CLASSIFICATION</b>			
Personnel Services	273,647	251,200	286,000
Materials and Services	19,179	23,100	22,000
Capital Outlay	30,091	23,500	24,000
Debt Service	0	0	0
Interfund Transfers	109,538	159,500	183,000
Contingencies	0	107,000	129,000
Special Payments	0	0	0
Unappropriated Ending Balance and Reserved for Future Expenditure	228,825	59,700	0
<b>Total Requirements</b>	<b>661,279</b>	<b>624,000</b>	<b>644,000</b>

<b>FINANCIAL SUMMARY - REQUIREMENTS AND FULL-TIME EQUIVALENT EMPLOYEES (FTE) BY ORGANIZATIONAL UNIT OR PROGRAM *</b>			
<b>Name of Organizational Unit or Program FTE for that unit or program</b>			
Bowman Museum	409,008	457,300	515,000
FTE	4.0	3.1	3.1
Building Reserve	23,446	0	0
FTE	0	0	0
Not Allocated to Organizational Unit or Program	228,825	166,700	129,000
FTE	0	0	0
<b>Total Requirements</b>	<b>661,279</b>	<b>624,000</b>	<b>644,000</b>
<b>Total FTE</b>	<b>4.0</b>	<b>3.1</b>	<b>3.1</b>

**STATEMENT OF CHANGES IN ACTIVITIES and SOURCES OF FINANCING \***

No changes in activities or sources of financing are planned for the 2023-2024 budget year.

<b>PROPERTY TAX LEVIES</b>			
	<b>Rate or Amount Imposed 2021-22</b>	<b>Rate or Amount Imposed This Year 2022-23</b>	<b>Rate or Amount Approved Next Year 2023-24</b>
Permanent Rate Levy (rate limit _____ per \$1,000)			
Local Option Levy	.0600	.0600	.0600
Levy For General Obligation Bonds			

<b>STATEMENT OF INDEBTEDNESS</b>		
<b>LONG TERM DEBT</b>	<b>Estimated Debt Outstanding on July 1.</b>	<b>Estimated Debt Authorized, But Not Incurred on July 1</b>
General Obligation Bonds		
Other Bonds		
Other Borrowings		
<b>Total</b>		

\* If more space is needed to complete any section of this form, insert lines (rows) on this sheet. You may delete blank lines.